

**CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES**

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

JEAN HALL CURRIE

STAN ELDRIDGE

MIKE MARTIN

SCOTT MARTIN

January 20, 2015

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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

Supervisor
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Clerk
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Treasurer
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**Office of
Community Standards**

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

MEMORANDUM

January 12, 2015

To: Township Board

From: Joe Lawson
Planning Director

Re: **Planning Division (OCS) December 2014/January 2015**

Please be advised of the following activities related to the Planning Department for December 2014/January 2015.

Planning Commission Activity

The following is a summary of actions taken by the Planning Commission since my last report:

During the final meeting of 2014 on December 9th, the Commission held its regular meeting to consider the following applications:

- Fifth-Third Bank ATM – The Commission considered and approve the application of 5/3 Bank requesting site plan approval for the placement of a drive up ATM to be located within the parking lot of the Roundtree shopping center.
- Sign Ordinance Amendment – The Commission had an opportunity to review a second draft of the proposed amendments to the sign ordinance. The Commission provided very relevant and insightful input toward the ordinance and requested additional changes. A third draft will be presented to the Commission during their January meeting date.
- The Commission scheduled a public hearing to be held on Tuesday, January 27th to consider the special land use and preliminary site plan application of AT&T for the construction of a 125-foot tall wireless communication tower to be located on Civic Center property near the existing flag pole.

Plans in Process

Kroger Fuel Station – 1771 East Michigan: No new or additional information has been provided in relation to this project, though a recent Crain's article published stated that Kroger is investing \$100 million dollars in Michigan by years end. This includes the construction of fuel centers as the article states that Kroger is "looking to establish as many fuel centers as it can". This may be good news for this particular project.

Lakeside Park/Boat House Project: Construction of the actual boat house is nearing completion. The remaining site work and restoration will take place in the spring of 2015.

WalMart Expansion – 2515 Ellsworth: WalMart continues with the renovation of existing store. It is the understanding of staff that the interior renovations will be completed by April of this year with the exterior restoration to be completed by June.

Blackmore Addition #3 – The building itself is complete with on minor odds and ends remaining. The remaining work relating to the site restoration to be completed in the spring.

Cueter Chrysler Dealership – Cueter has demolished the former fuel station and Hot N Now with plans to complete the site this spring. The site plan is in the final engineering phase.

Los Amigos – The applicant has received preliminary site plan approval for the proposed parking lot expansion and this department awaits their final engineering submittal with the hopes of a spring construction project.

Majestic Lakes – Prior to the holiday break, staff had the opportunity to meet with the developer and Matt MacDonell from the Washtenaw County Road Commission to discuss the plans for the internal roads for this site. After much discussion, it was decided that the single-family residential portion of the project would remain public pending Road Commission approval while the proposed multi-family portion would become private. The applicant is to submit a formal request to the Road Commission for review and consideration. Once approved by Road Commission staff, the PD Stage I proposal will be presented to the Board of Trustees for consideration. I anticipate a presentation to the Board in February.

AT&T – AT&T representatives have submitted a special conditional use and preliminary site plan review application for the construction of a 125-foot wireless communication tower to be located on Township property between the Civic Center building and the District Library building. The public hearing will be held before the Planning Commission during their regular January 27, 2015 meeting date.

Burning Bush – During the November meeting date, the Commission held a public hearing to consider the amended PD II final site plan to permit the construction of a

22,100 square-foot addition. The Commission recommended approval of the plan that will be presented to the Board of Trustees for consideration during their January meeting date before moving on to final engineering review.

Circle K/Nicks Quick Pick – The Circle K located at 1767 Huron Street closed in early December. Staff had the opportunity to inspect the building and provide the property owner with a list of maintenance items that must be resolved prior to the new occupant moving in. Nick's Quick Pick is noted as being the new tenant. As of January 12th, all items noted in the December notice of violation have been addressed and a new certificate of occupancy issued. Nick's Quick Pick is set to open later this month.

Yankee Air Museum (YAM) – Representatives of YAM will be attending the January 15th development team meeting to discuss their development plans moving forward. I anticipate a beneficial conversation and look forward to bringing this project to fruition.

Zoning Board of Appeals

The following is a summary of actions taken by the Zoning Board of Appeals since my last report:

No meeting was held by the Zoning Board of Appeals in either December or January due to a lack of agenda items.

Committee Meetings & Updates

WATS Technical Committee – No meeting was held in January due to the proximity to the holiday break.

Staff has received word that Lombardo Homes is in the process of possibly re-opening the Creekside South development for sales and construction in the spring/summer of 2015. Lombardo will be meeting with staff in the coming weeks to discuss the future of this development.

Creekside East – Lombardo Homes is taking the final steps to close out the first phase of Creekside Village East. There were a number of punch list items presented to the builder last fall that are anticipated to be resolved this coming spring.

Planning Consultant LSL Planning is finalizing an update to the Township Zoning map that will be presented for review and approval in the coming months. The new map will be a color digital version of the current map including all zoning district updates since the adoption of the current map in 2000.

Planning Consultant LSL Planning is also performing an audit of the current zoning ordinance for any changes necessary due to changes in State or Federal laws. Any necessary amendments will be forwarded to the attorney's office for review and recommendation prior to any presentation to the Commission or Board.

Staff had the opportunity to meet with two potential developers the first week of the New Year. I look forward to keeping the Board apprized once formal submittals have been provided.

If you should have any question or comments as it relates to this report, please contact me at my office (734-544-3651) or by email at jlawson@ytown.org.

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

DECEMBER 2014

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	17 Fire Fighters
1 Fire Marshall	3 Shift Lieutenants	3 Probationary Fire Fighters
1 Clerk III / Staff Support		

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 383 requests for assistance. Of those requests, 268 were medical emergency service calls, with the remaining 115 incidents classified as non-medical and/or fire related.

Department activities for the month of December, 2014:

- 1) The Public Education Department participated in the following events:
 - a) Hosted Road Commission meeting regarding Hewitt & N Huron River Drive construction
 - b) Car Seat fittings
- 2) Fire fighters attended 3 neighborhood watch meetings
- 3) Fire fighters received training in the following areas:
 - a) Washtenaw County Tech Rescue
 - b) Washtenaw County HazMat Team

The Fire Marshal had these activities for the month of December, 2014:

- 1) Inspections / Tests completed:
 - a) Fire Sprinkler Plan Review: 1
 - b) Fire Alarm Test/Inspection: 1
 - c) Site Plan Reviews: 2
 - d) Site Inspections: 2
 - e) Fire Investigations: 2
 - f) Address Issued: 1
 - g) Illegal Dumping Complaint/Citation: 1
 - h) Hazardous Operations Responses: 1
 - i) Evidence to MSP Lab: 1
- 2) Attended 7 meetings / events:
 - a) Fire Truck pre-construction meeting in SD
 - b) WAMAA Chiefs meeting
 - c) MIOSHA meeting
 - d) LEPC meeting
 - e) Huron Valley Code Officials training
 - f) SE Fire Inspector Society training
 - g) FBI Pipeline Tabletop Exercise training

The Fire Chief attended 11 meetings / events for the month of December, 2014:

- 1) Fire Truck pre-construction meeting in SD
- 2) Tabletop Exercise for G4 Security at Tyler Road
- 3) Officers meeting
- 4) WAMAA meeting
- 5) SE MI Fire Chiefs meeting
- 6) WAMAA Website meeting
- 7) 800 MHz meeting
- 8) 800 MHz business plan meeting
- 9) Automatic Mutual Aid meeting with Van Buren Twp Fire Chief
- 10) 2 meetings with John Hancock

There were 0 injuries and 0 deaths reported this month for civilians.

There was 1 injury and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at **\$54,450.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 12/02/2014	1754 Smith	\$ 500.00 (building-dryer)
2) 12/06/2014	9805 Woodland Court	\$ 16,000.00 (building)
3) 12/09/2014	924 Minion	\$ 20,000.00 (off road vehicle)
4) 12/10/2014	2680 International #802A	\$ 2,000.00 (building)
5) 12/10/2014	47001 Waters Edge	\$ 0.00 (Mutual Aid-Van Buren)
6) 12/15/2014	1377 Nash	\$ 150.00 (building-couch)
7) 12/16/2014	723 Campbell	\$ 0.00 (dumpster)
8) 12/22/2014	992 Hawthorne	\$ 15,000.00 (building)
9) 12/24/2014	8730 Lagoon Drive	\$ 800.00 (cooking-stove)

Respectfully submitted,

Rhonda Bates, Clerical Support Staff
Charter Township of Ypsilanti Fire Department

Attachment: Fire House Incident Type Report (Summary) 12/01/2014 – 12/31/2014

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {12/01/14} And {12/31/14}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	6	1.57%	\$33,650	61.79%
113 Cooking fire, confined to container	1	0.26%	\$800	1.46%
138 Off-road vehicle or heavy equipment fire	1	0.26%	\$20,000	36.73%
154 Dumpster or other outside trash receptacle fire	1	0.26%	\$0	0.00%
	9	2.35%	\$54,450	99.99%
2 Overpressure Rupture, Explosion, Overheat(no fire)				
221 Overpressure rupture of air or gas pipe/pipeline	1	0.26%	\$0	0.00%
	1	0.26%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	26	6.79%	\$0	0.00%
311 Medical assist, assist EMS crew	31	8.09%	\$0	0.00%
320 Emergency medical service, other	20	5.22%	\$0	0.00%
321 EMS call, excluding vehicle accident with injuries	64	42.82%	\$0	0.00%
322 Motor vehicle accident with injuries	9	2.35%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.26%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	16	4.18%	\$0	0.00%
355 Confined space rescue	1	0.26%	\$0	0.00%
	268	69.97%	\$0	0.00%
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	2	0.52%	\$0	0.00%
411 Gasoline or other flammable liquid spill	2	0.52%	\$0	0.00%
412 Gas leak (natural gas or LPG)	3	0.78%	\$0	0.00%
424 Carbon monoxide incident	4	1.04%	\$0	0.00%
444 Power line down	1	0.26%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	0.52%	\$0	0.00%
460 Accident, potential accident, Other	1	0.26%	\$0	0.00%
471 Explosive, bomb removal (for bomb scare, use 721)	1	0.26%	\$0	0.00%
	16	4.18%	\$0	0.00%
5 Service Call				
500 Service Call, other	3	0.78%	\$0	0.00%
510 Person in distress, Other	1	0.26%	\$0	0.00%
511 Lock-out	1	0.26%	\$0	0.00%
520 Water problem, Other	2	0.52%	\$0	0.00%
531 Smoke or odor removal	2	0.52%	\$0	0.00%

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {12/01/14} And {12/31/14}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
551 Assist police or other governmental agency	1	0.26%	\$0	0.00%
561 Unauthorized burning	3	0.78%	\$0	0.00%
	13	3.39%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	2	0.52%	\$0	0.00%
611 Dispatched & cancelled en route	45	11.75%	\$0	0.00%
622 No Incident found on arrival at dispatch address	6	1.57%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	1	0.26%	\$0	0.00%
	54	14.10%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	12	3.13%	\$0	0.00%
715 Local alarm system, malicious false alarm	1	0.26%	\$0	0.00%
730 System malfunction, Other	1	0.26%	\$0	0.00%
733 Smoke detector activation due to malfunction	2	0.52%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.26%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.26%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.26%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	0.26%	\$0	0.00%
744 Detector activation, no fire - unintentional	1	0.26%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.26%	\$0	0.00%
	22	5.74%	\$0	0.00%

Total Incident Count: 383

Total Est Loss:

\$54,450

14-B District Court

Revenue Report for December 2014

General Account

Account Number
Due to Washtenaw County
(101-000-000-214.222) **\$2,767.69**

Due to State Treasurer

Civil Filing Fee Fund (MCL 600.171): \$15,190.00
State Court Fund (MCL 600.8371): \$1,390.00
Justice System Fund (MCL 600.181): \$16,289.00
Juror Compensation Reimbursement Fund:
 Civil Jury Demand Fee (MCL 600.8371): \$50.00
 Drivers License Clearance Fees (MCL 257.321a): \$1,095.00
Crime Victims Rights Fund (MCL 780.905): \$6,651.90
Judgment Fee (Dept. of Natural Resources): \$0.00
Due to Secretary of State
(101-000-000-206.136) \$1,095.00

Total: **\$41,760.90**

Due to Ypsilanti Township

Court Costs (101-000-000-602.136): \$26,874.38
Civil Fees (101-000-000-603.136): \$18,875.00
Probation Fees (101-000-000-604.000): \$6,582.00
Ordinance Fines (101-000-000-605.001): \$41,401.46
Bond Forfeitures (101-000-000-605.003): \$0.00
Interest Earned (101-000-000-605.004): \$0.00
State Aid-Caseflow Assistance (101-000-602.544): \$0.00
Expense Write-Off: \$0.00
Bank Charges (Expense - 101.136.000.957.000): (\$316.00)

Total: **\$93,416.84**

Total to General Account - (101.000.000.004.136): \$137,945.43

Escrow Account

(101-000-000-205.136)

Court Ordered Escrow: \$3,167.18
Garnishment Proceeds: \$0.00
Bonds: \$13,892.00
Restitution: \$3,315.46

Total to Escrow Account - (101.000.000.205.136): \$20,374.64

14-B District Court

Monthly Disbursements

December 2014

Revenue received as a Fine for violation of a State Statute is disbursed to the Washtenaw County Treasurer, for library purposes.

Revenue received as a Fine for violation of a Township Ordinance and all Court Costs are disbursed to the Ypsilanti Township Treasurer. Local revenue also includes Probation oversight fees and Bond Forfeitures.

Revenue received as State Filing Fee, State Court Fund, Justice System Fund, Juror Compensation, Crime Victims Rights Fund and Dept. of Natural Resources Judgment Fee is forwarded to the State Treasurer.

Money received as Garnishment Proceeds, Criminal Bonds, Restitution, and Court Ordered Escrow are deposited in the Escrow Account of the Court.

All other revenues are transferred to the Ypsilanti Township Treasurer.

December 2014 Disbursements:

Washtenaw County:	\$ 2,767.69
State of Michigan:	\$ 41,760.90
Ypsilanti Township Treasurer:	\$ 93,416.84

TOTAL: \$137,945.43

		Year to Date	
	Prior Year Comparison		
Month	Revenue	Revenue	
	2013	2014	
January	\$93,843.72	\$93,424.58	
February	\$120,646.88	\$134,377.46	
March	\$120,330.43	\$116,070.56	
April	\$87,844.43	\$104,192.57	
May	\$91,209.97	\$106,156.14	
June	\$90,086.73	\$107,897.55	
July	\$75,083.36	\$101,268.87	
August	\$89,198.00	\$98,053.38	
September	\$92,229.66	\$106,365.17	
October	\$137,889.48	\$108,958.51	
November	\$70,380.21	\$81,140.04	
December	\$81,613.89	\$93,416.84	
Caseload			
Standardization			
Payment:	\$45,724.00	\$45,724.00	
Year-to Date			
Totals:	\$1,196,080.76	\$1,297,045.67	
Expenditure			
Budget:	\$1,265,772.00	\$1,267,085.00	
Difference:	(\$69,691.24)	\$31,273.67	



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, JANUARY 20, 2015

5:00 P.M.

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

1. AFFORDABLE HOUSING NEEDS ASSESSMENT
UPDATE CZB, LLC (CONSULTANTS WITH WASHTENAW CTY-CED)
2. NORTH HYDRO PARK
PORTAGE PROJECT HURON RIVER WATERSHED COUNCIL
3. REVIEW AGENDA SUPERVISOR STUMBO
4. OTHER DISCUSSION BOARD MEMBERS

Housing Affordability and Economic Equity - Analysis

Washtenaw County, Michigan



The imbalance in income, education and opportunity between the jurisdictions along with the segregation that goes with it will hamper the regional economic growth potential of the area. Regions that experience strong and more stable growth are typically more equitable, have less segregation and better balanced workforce skills within them.

This report was commissioned by the Washtenaw County Office of Community and Economic Development, and was funded by the U.S. Department of Housing and Urban Development, the City of Ann Arbor, the Ann Arbor Downtown Development Authority, and Washtenaw County. The goal of this analysis is to provide a snapshot of housing market conditions and corresponding goals to improve affordability across a wide spectrum of households in Washtenaw County's urban core communities. In support of these goals, the report identifies tools intended to guide the allocation of resources and policy decisions toward a regionally balanced housing market in order to maximize opportunity for lower and middle class households. This supports the development of a more equitable community, with corresponding economic, environmental, and other quality of life benefits for all residents.

czb is an Alexandria, Virginia - based community planning practice specializing in econometric analysis, community engagement, and strategy and comprehensive planning

www.czb.org

EXECUTIVE SUMMARY

While real challenges require attention, the overall housing market in Washtenaw County is basically healthy.

Despite foreclosure and resulting - and troubling - tenure shifts in Ypsilanti Township, the countywide market has stabilized to where most homes in most jurisdictions have recovered at least 85% of their 2005 value. And, at the county level, the “housing ladder” is balanced, with a wide range of options for renters and buyers. Though more than 90% of renter households with annual incomes below \$20,000 are cost burdened, the overall market is affordable. Value to income ratios throughout most of the county are between 2.67 (Ypsilanti Township) and 4.34 (Ann Arbor), making home ownership possible. Plus, renter household incomes to median rent ratios range from 2.4 to 3.4, meaning that all but the most challenged can find an affordable apartment in the county without a significant commute.

However, this is not a complete picture. The fuller story is that while Washtenaw County’s housing market today is basically healthy, it won’t be for long, as it is likely to become considerably out of balance. And while the county is fundamentally affordable today, housing cost increases are going to so outpace income gains that affordability will be a real challenge in the future as regards both housing and transportation expense.

The reality is that Washtenaw County has two distinct housing markets.

One is fundamentally strong - anchored by the City of Ann Arbor. The other - the City of Ypsilanti and Ypsilanti Township - is fundamentally weak and in some respects in abject distress.

The former has a high quality of life and excellent public schools. The latter faces real challenges. The former does not have a perception problem when it comes to safety and housing equity, the latter does.

Ann Arbor - and its central driver, the University of Michigan - is a magnet for highly educated households with upward mobility and significant disposable income. With some exceptions, Ypsilanti (City and Township) - and their challenge of being overloaded by a disproportionate number of at risk households and homes with negative equity - is where the most affordable options exist.

Moreover, the deeper truth is not just that the City of Ann Arbor (and Ann Arbor Township) is strong, but that both and Pittsfield are getting stronger, and their rate of growing strength is likely to increase.

And, correspondingly, that the City of Ypsilanti and Ypsilanti Township have not kept pace, and neither are well positioned to keep pace, and are thereby at real risk of falling even further behind.

In sum, Ann Arbor and those with Ann Arbor addresses are at one end of the spectrum where property values are increasing and that appears likely to continue, while Ypsilanti (City and Township) is at the other and in real trouble. **At this unblended scale, these are two markets going in opposite directions with three very probable outcomes, barring a significant change in policy at the local jurisdictional or countywide level.**

- First, Ann Arbor will become more costly, and less affordable, especially to non student renters in the short run and eventually, to aspiring buyers as well. The driver for higher costs is a combination of high livability and quality of life, great public schools, resulting sustained demand by households with discretionary income, and resulting expectations of stable and continually rising property values.
- Second, Ypsilanti will become more distressed and thus more affordable, especially to at-risk households. The reasons include unstable and falling property values and the impacts of disproportionate concentrations of struggling families (crime, lower levels of property maintenance, fiscal stress).
- Third, as housing costs in the Ann Arbor market outpace the incomes of working families employed in Ann Arbor but not able to afford to live there, those families will commute to housing they can, particularly on key corridors. This will increase congestion, compromising environmental quality and market appeal. And since more and more of the area’s very low income families (working, as well as unemployed) will locate to the City of Ypsilanti and Ypsilanti Township for pricing advantages, those markets will be at increased risk for even higher concentrations of struggling households. In turn this will further weaken those jurisdiction’s fiscal capacity.

The result will be a county decreasingly affordable and out of balance and, eventually, unsustainable, as some parts of the county possibly degrade beyond a point of no return, and others grow in value beyond a point that's ever again affordable.

The imbalance in income, education and opportunity between the jurisdictions along with the socioeconomic segregation that goes with it will hamper the regional economic growth potential of the area. Regions that experience strong and more stable growth are typically more equitable, have less segregation and better balanced workforce skills within them. ¹

In the Ann Arbor Metro Area, households in the 90th percentile (income) have experienced an 18.8% gain since 1979 while wages have *decreased* by 14.4% for those in the 10th percentile.

“The rise in inequality in the United States over the last three decades has reached the point that inequality in incomes is causing an unhealthy division in opportunities, and is a threat to our economic growth. Restoring a greater degree of fairness to the U.S. job market would be good for businesses, good for the economy, and good for the country.” - Alan Kreuger

This is important because racial gaps in income correlate with educational attainment and projected job education requirements. The National Equity Atlas shows that in the Ann Arbor Metro Area, 43.6% of all jobs require at least two year's of college. Education gaps for Black (36.9%) and Latino (40.6%) households translate into wage gaps which translate into racial gaps in income which turn translates into lost GDP.²

As pointed out by PolicyLink, this contributes to a \$1.43B opportunity cost in lost potential regional GDP resulting from racial gaps in income. For Washtenaw County, this means persistent (if not worsening) gaps in the conditions that lead to income disparity and lost economic output.

Why? With very few exceptions - parts of Appalachia and the Ozarks where white poverty is significant - race and class are near perfect proxies for one another in America today.

To be in the 90th percentile (income) in Washtenaw County is to be white, and to be in the 10th percentile is to not be white.

Any concentration of households in the 90th percentile in one location is a de facto guarantee of a concentration of households in the 10th percentile in another. If the former results in demand for housing that so outpaces supply that values rise at a greater rate than do the incomes for anyone below the 90th percentile, housing becomes decreasingly affordable for all but those at the top. In other words, when the rate of return on capital (principally in the form of real estate investments in Ann Arbor by those at the top) is greater than the rate of economic growth (principally as a function of the wages of everyone else), the result is a concentration of wealth that by definition will trigger instability if not curtail growth.³

These problems can be addressed, and Washtenaw County is not unique; many jurisdictions across the country are facing similar challenges, but hard choices will be required.

- Right now, the City of Ann Arbor focuses much of its attention on the housing problems for the poorest households. Increasingly however, another critical housing dilemma in Ann Arbor will be for affordable non-

¹ Aghion and Caroli asked in 1999 in their seminal *Inequality and Economic Growth*, “can the negative impact of inequality on growth be reduced by redistribution?” They (and others - Persson and Tabellini) concluded that inequality may have a direct negative effect on growth because inequality reduces investment opportunities, b) worsens borrower incentives, and c) generates volatility. See also:

- America's Tomorrow: Equity is the Superior Growth Model by PolicyLink (2011)
- The Rise and Consequences of Inequality in the United States by Alan Kreuger (2012)
- Equality of Opportunity by Richard Reeves and Isabell Sawhill (2014)
- Neighborhoods, Cities, and Economic Mobility (Draft) by Patrick Sharkey (2014)

² National Equity Atlas; PolicyLink (2013)

³ Capital in the 21st Century by Thomas Piketty, President and Fellows of Harvard College, 2014; p 353

student rentals. Where will they go? Who will develop them? In what ratio to market rate units?

- Right now, vastly disproportionate numbers of subsidized housing units are in Ypsilanti. Land is less expensive there, as are rents. Greater numbers of cost-burdened households can be housed in Ypsilanti than in Ann Arbor or Pittsfield.
 - If these trends are not reversed, or worse are continued, the overall Ypsilanti market and the fiscal stability of the city itself will be in further jeopardy.
 - It is in no one's best interest for Ypsilanti (city or township) to fail, as failure brings on a whole host of increased service costs that invariably become constraints (such as police and public safety, prolonged demand for housing subsidies, insurance, et.al.)
 - But if subsidized low income households are not housed in Ypsilanti, where else in the county will they go?

Put another way, there are always going to be those in Washtenaw County who earn significant incomes, those who earn very little, and those in between. The more that those who earn very little are segregated and concentrated, the more those jurisdictions will be in fiscal distress, and the more those jurisdictions are in fiscal distress, the more the costs of segregation reverberate throughout the county in costly ways - air quality reductions through congestion, business attraction and retention challenges, safety compromises through concentrations of poverty, reduced real estate values through falling demand and prices.

- Right now, the market is doing an adequate job of addressing significant portions of the rental housing needs of working families. But families with poor credit and work histories, disabilities, or other challenges are not being served by the market, and there is limited public and nonprofit sector capacity to handle the balance, irrespective of where housing might be found or developed. Addressing this will not be inexpensive. Who is going to pay for these costs?
- Right now, Ypsilanti Township is at risk of entering a point of no return in its downward spiral, as the domino effect of foreclosures roots ever more deeply. Turning this around will require expensive cost gaps to be closed, and most likely, a clawback process relying on rental households in the short run to achieve stability before a future home ownership strategy can work. This will require patience and financing. By no means is it too late. But the current array of policies and practices require revision.

- Right now, throughout the Ann Arbor-Ypsilanti corridor, in each jurisdiction, significant stretches of valuable land provide extensive redevelopment opportunities that can produce large amounts of both market and below-market rate housing, especially in Ann Arbor and Pittsfield. These areas can act as powerful receiving areas to absorb directed growth, contribute to regional balance, reduce congestion in the long run, and add to multi-jurisdictional stability by taking the pressure off the weaker Ypsilanti markets to absorb more than their fair share of low income households. But this requires putting sustainable policies in place that actively aim for regional balance.

Housing Affordability and Transportation Expense

This report focuses on the urbanized area for Washtenaw County. This is not to conclude that there are no affordability or neighborhood stabilization challenges throughout the remaining geography of Washtenaw County. Significantly, the urbanized area jurisdictions include 64% of the County's population and 66% of the County's housing stock. These areas also have the greatest access to public transportation, non-motorized networks, and higher instances of transportation choice.

This is important as transportation is usually the second largest household expense for families, after housing costs. This impacts the housing market in Washtenaw County in many ways. In one regard, housing that is close to job centers can make land and housing more valuable. These location-based amenities are valued by the market, enabling households to reduce transportation costs through non-motorized trips, utilization of public transit, and shorter trip distances. In these areas, the same community characteristics that drive value upward result in a reduced transportation burden for the average household. Conversely, land is often cheaper further away from job and economic centers. On one hand this is appealing, as land cost is a significant determinant in housing development value and cost. When housing units are moved significantly outside the job center however, any savings in land value are quickly redirected to increased transportation costs. This occurs through more trips requiring automobile access, at greater distances.

Therefore, it makes sense to focus the development of affordable units in areas with transportation choices, which are typically close to job centers and other services, to maximize the long term sustainability of households in these units. As commuting expenses as a percentage of income are reduced, either by less costly transportation options or reduced spatial mismatches between jobs and housing, more will be available for housing, food, education, and health care.

The bottom line is that the greater the degree to which Ann Arbor invests in affordable housing for those working in Ann Arbor, and Ypsilanti makes progress towards growing demand by investing in livability, the less the commuting pressures - and resulting congestion - along Washtenaw Avenue and other key corridors will occur.

PART 1

Qualitative Analysis

QUALITATIVE ANALYSIS : INTERVIEWS + SURVEYS

czb met and held telephone calls with over 33 elected officials, community leaders, and staff to discuss issues around affordability in Washtenaw County during June, July, and August 2014. From those discussions we have identified a number of themes regarding people's views about affordable housing in the region. We also conducted a survey of 489 people to gauge their views and ideas about affordable housing. The survey responses contain significant information about respondent's affordable housing priorities, preferred policy options, and community concerns.

Respondent Input and czb Comment

1. **The sky isn't falling.** Yet. As many pointed out, the county has a range of housing options and smart government policies like the new transit system will afford even more opportunities. We agree, but think Washtenaw County can do much better. There is broad agreement that the jurisdictions can do a better job of addressing affordable housing needs. There are clearly growing concerns about the ability of current residents to continue to afford to live in their community and the long-term sustainability of affordable housing prices.
2. **The big challenge is balance.** As many pointed out, there is growing inequity. Some used the word "segregation" to describe gaps between jurisdictions. Many concerns were raised about the creation of luxury units in Ann Arbor at the expense of middle class housing. Over time, that imbalance is going to harm the economic potential of the county. It will also continue to conflict with the strong desire for racial and socio-economic equity in the county expressed repeatedly by many.
3. **There is good news.** Fortunately, the region is well equipped to develop and manage a balanced affordable housing policy that can be

coordinated between the jurisdictions. It will take work, but the civic and community ingredients are there to create a state and perhaps national model. People clearly see the value of a regional policy framework to help guide the future of housing in the county.

4. **Quality of life is the biggest driver - and divider - of value in the region.** This is a double edged sword as higher quality of life in one area can cause that area to leapfrog other places quickly and create greater imbalance around housing affordability. Ann Arbor is on this trajectory now. If not checked, Ann Arbor will turn into an exclusive enclave with little alignment between jobs and housing and greater transportation and environmental impacts as a result.





5. **Vocabulary.** Affordable Housing is a complex term in Washtenaw County that different people understand differently. The region would benefit from a shared understanding and language about affordable housing, its relationship to jobs, to development and growth and to planning. There isn't a consistent framework for discussing or evaluating these issues, and there needs to be one.
6. **Image and perception matter greatly.** Respondents expressed concerns about how subsidized housing in Washtenaw County looks, and about the general safety of the community that is implied by how well or poorly a place is taken care of. They say they want their region to be integrated; they also want it to look nice and they want to feel safe in their neighborhood. These issues need to be addressed in the context of any housing effort, with safety being the number one issue for quality of life.
7. **Agreement.** There is strong regional agreement about the value of mixed-use, mixed-income development along transit corridors and

equally strong agreement about the need to limit sprawl and protect agricultural and open space areas. It would be unfortunate to not capitalize on the convergence of opinion and market reality.

8. **Transportation, commuting, jobs, and housing.** People want housing choices to exist throughout the region and believe they should be, ideally, close to jobs. This came up over and over; the issue of housing near jobs, or workforce housing, was a strong thread in interviews and the survey. This can become the undergirding for a regional housing policy.
9. **Concentrated poverty is a problem that isn't going away.** People understand that it isn't economically healthy for any community to have a disproportionate share of low-income housing. It isn't sustainable for one area to essentially send low income residents and the resulting service needs to communities that are not able to afford the services needed to give the residents the best chance at success. This imbalance is one of the most striking and hardest issues that needs to be addressed.

10. **Focus.** There is a strong desire to focus on homelessness in Ann Arbor. While appropriate and well-meaning, has taken energy away from workforce housing preservation and creation, which is the more significant issue at hand.
11. **Government resources and priorities.** To the extent current government funds are spent, we think the needs to preserve public housing, subsidize low-income housing and that addressing the service needs of these residents should take precedence. Strong civic support for these efforts is healthy and should be fostered. It is important though, that they be better balanced geographically in terms of how and where these funds are spent.
12. **Market forces.** There is a need to look at market solutions, and land-use incentives, for workforce housing needs and as something in the survey suggested, there is clear value in evaluating a funding stream to ensure the preservation of workforce housing for the long-term. Like the difficulty of addressing concentrations of poverty (which require diffusion in a county where few are going to come forward and volunteer to absorb their fair share), the only value market forces provide is the value the community extracts through policy.
13. **Nominal history of serious collaborative output.** We have been surprised that there isn't greater collaboration or policies around the development community to address these issues. The opportunity for public-private partnerships, especially around workforce housing, is not being taken advantage of. This needs to be explored in more detail. We see opportunities to both educate the development community and residents about what could be possible, such as development rights transfer programs.
14. **Weakness and Imbalance.** The lack of balance in the housing mix of each jurisdiction has weakened both the overall economic prospects for the region as well as the ability to give all residents of the region an equal chance to move forward successfully. There's a discernible gap between viewpoint and rhetoric and nominal collaborative output to address equity issues. Focusing on this is essential and hard.
15. **Housing ladder.** While housing for families and people starting out was emphasized, people understand the need to provide housing for all life-stages from people starting out to seniors as well as people with unique health needs. The view of "community" as being driven by the stakeholders was powerful thread through most discussions. The desire for a diverse community is a strength that can be built on.
16. **Wages.** There is some awareness, especially in the survey, that jobs and wages are one of the policy arenas that should be focused on. We strongly encourage housing policy discussion to be connected to wage issues for there to be any chance for sustainable outcomes.
17. **Schools. Schools. Schools.** The fact that some areas of the region have access to Ann Arbor schools and others don't creates an inherent economic challenge for the value of housing outside of the Ann Arbor school district. Poor performing schools are an issue that will handcuff any weak market's capacity to recover, so school quality differential requires attention.
18. **Capacity.** The capacity and ideas to address these issues are within the County. Between the survey's and the interviews, it is clear to us that a policy framework to address the housing issues can be developed and that champions exist to help develop and support it over time. We are impressed with the breath and depth of civic interest and passion around this issue. There is a healthy range of viewpoints and ideas to create something that can last for the long term. But experience also tells us that the ability to craft sustainability policies can vary wildly based on willingness. No progress is likely without risks being taken, issue literacy being elevated, innovation occurring, and multi-jurisdictional collaboration at the center.
19. **Positioning.** The county is well positioned to play a leading role helping to address its housing and market strength imbalances and to support quality economic development and balanced growth throughout the region, at the center of which are looming affordability challenges given Ann Arbor's high and increasing quality of life. People in the county understand that there should be a planning relationship between jobs, housing, and transit. The challenge is developing a policy framework for the region to work within that also respects the unique differences of each jurisdiction as well as the different economic capacities of each jurisdiction, and then takes those differences into account.

RECOMMENDED NEXT STEPS

Building on past, successful regional collaborations, we suggest the creation of multi-jurisdictional housing policy working group.

- The group would be responsible for distilling the qualitative and quantitative information collected and analyzed by czb about housing in the county and then to develop a set of housing goals & strategies, as well as metrics and action steps to pursue.
- The importance of reshaping the county into an equitable community across jurisdictions cannot be overstated. Segregation of any sort - racial, economic, other - is also a two way street. It is never mathematically possible for one area to become segregated unless other areas as oppositely comprised. The more segregated into a high income area Ann Arbor becomes, the more segregated Ypsilanti will be. This group should be responsible for educating the community on equity issues.
- Specifically:
 - A working group from multiple jurisdictions should be impaneled
 - The group should receive a detailed briefing on the housing issues in the county

- The focus should be on bringing the group to a common understanding of the following:
 - Terms/Vocabulary of Affordable Housing
 - Drivers for generating or undermining demand, and thus triggering price change
 - Relationships of housing to job locations and wages to housing cost burdens
 - Link between livability and demand and price and affordability
 - Role of land in determining value and in addressing imbalances
- Agreement should be pursued on the following:
 - Baseline conditions
 - Trajectory
 - Metrics

From this foundation, the working group may subsequently be in a position to collaborate on multi-jurisdictional responses to the two looming challenges that the county faces: equity imbalance and affordability for low and moderate income working households.

POLICY OPPORTUNITIES FOR CONSIDERATION FROM INTERVIEWS AND SURVEYS

The interviews and surveys exposed a broad range of policy ideas to consider. Below is just a list of the most frequently mentioned concepts. A plan development process would include a process to identify more ideas to consider.

- Push for higher density, mixed-use projects along transit corridors.
- Re-visit parking requirements to ensure they are encouraging transit and not driving up housing prices.
- Consider multi-jurisdictional tax-districts to support the growth of mixed-use development areas.
- Push for new state rules regarding property taxes for seniors. Current rules may discourage seniors to move to smaller, more manageable homes and essentially “lock-up” larger homes thereby limiting family housing choices.
- Consider ways to develop zoning or other rules that approximate inclusionary zoning or ask the state for new powers.
- Consider ways for zoning to encourage smaller starter homes, family sized units and to add some workforce options to existing neighborhoods.
- Consider changes to zoning and/or policy to encourage development of mixed-income housing in targeted areas.
- Consider ways to ensure property owners don’t set unfair requirements for renters and essentially limit choices for low income residents.
- Identify infill opportunities for new affordable housing projects.
- Consider the use of public lands to help develop affordable housing projects.
- Consider a "fair share" housing provision (each local unit provides a percentage of the region's affordable housing equal to its percentage of the region's total population) or an "impact fee" approximation of such a system, in which units that don't provide housing units provide financial support to those who do.
- Consider metrics between a jurisdictions workforce needs and available housing and set goals for the relationship of the two.
- Consider ways to reduce waiting list for affordable housing (vouchers, etc.)
- Evaluate something like the Twin Cities Fiscal Disparity Act / tax-base sharing -- in part, approximates a per-community payment-in-lieu fair share housing system; regional shift in property tax revenues from communities with high taxable value per capita to those with low, so that cities hosting more low-income residents (and low taxable-value housing) can address the service needs they have.
- Consider creating a local land trusts to hold land to help with affordability.
- Consider increasing local housing trust funds and/or creating a county trust fund.
- Consider approaches to discouraged or prevent over-concentration of low income housing.
- Consider policies to ensure public services are available in areas with greatest need.
- Consider policies to give tenants greater opportunities to purchase units or stay in units after sale.
- Consider changes/update to plan to end homelessness in Ann Arbor
- Explore ways to encourage more co-ops.
- Explore ways to encourage co-housing options.

PART 2

Quantitative Analysis

What affordability challenges are faced by Washtenaw County owners and potential buyers?

Throughout the target area (as well as in the portions of the county outside the target area), the number of owners facing unaffordable housing costs (in excess of 30% of income) increased substantially between 2000 (pre-recession) and 2012 (post-recession).⁴ Countywide, the number of owners paying more than 30% of their income on housing costs increased by 12,438 households between 2000 and 2012; just under half of this increase (5,358 out of 12,438) was in the target area (Table 1). The number of Washtenaw County owners paying more than 50% of their income on housing costs (those considered to have very unaffordable

costs) increased by 5,078 households; again, roughly half of this increase occurred in the target area (where the number of owners with very unaffordable housing costs doubled between 2000 and 2012).

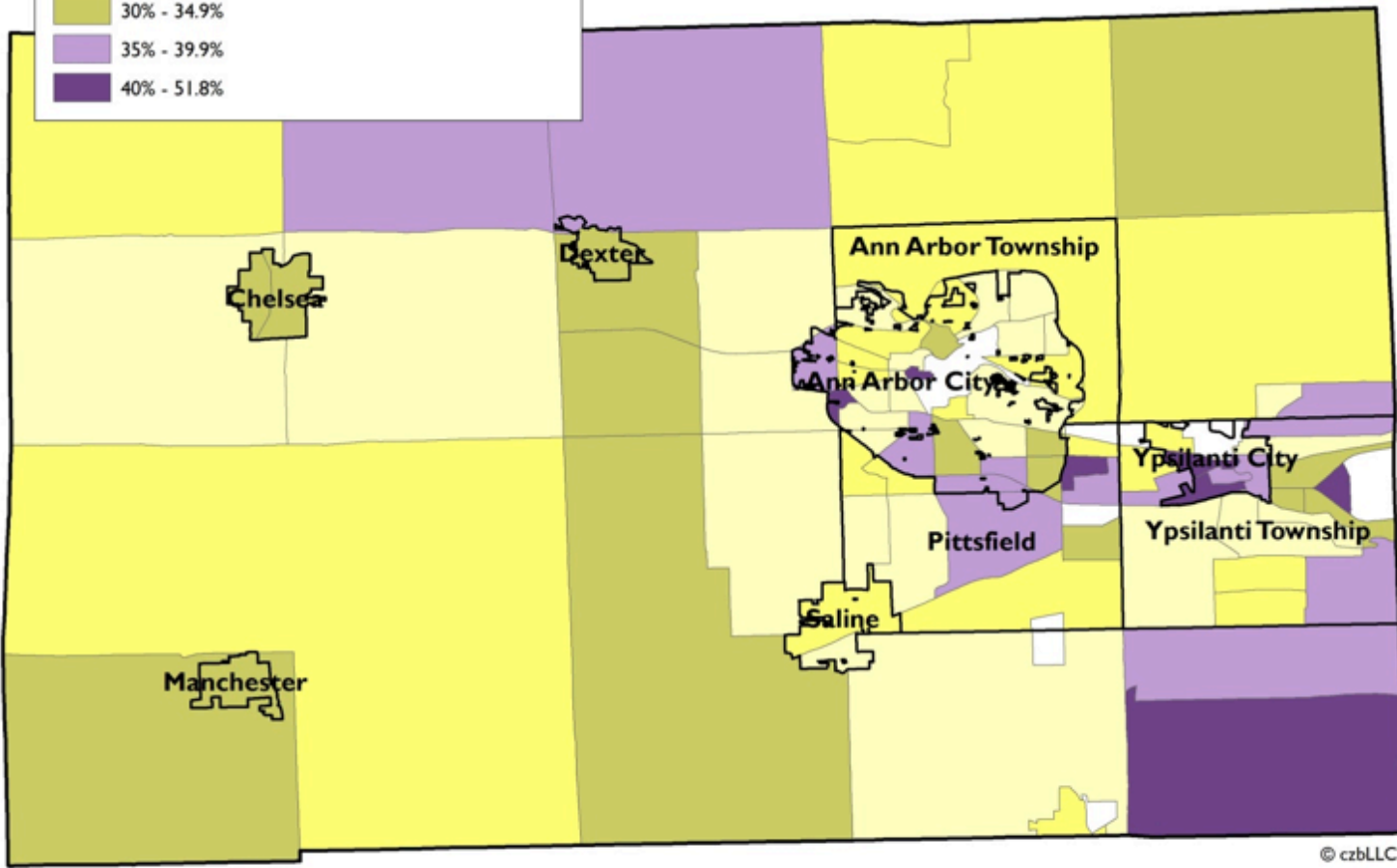
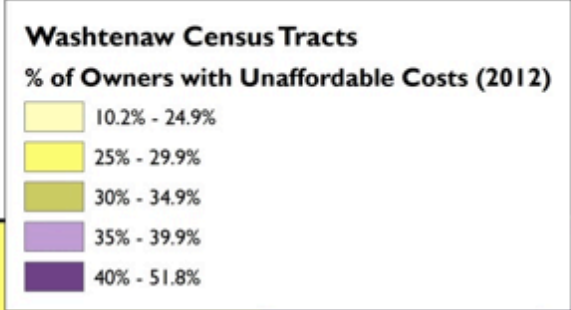
By 2012, nearly three out of every ten owners in the county (and in the target area) paid too much for housing, up from two out of every ten owners in 2000. The largest percentages of owners had unaffordable costs (>30% of income) in Census tracts in western and southern Ann Arbor city, parts of Pittsfield township, southern Ypsilanti city, and parts of Ypsilanti township (see map on following page).

TABLE 1 :: UNAFFORDABLE HOUSING COSTS, WASHTENAW COUNTY VS. TARGET AREA

	Washtenaw County				Target Area			
	2000	2012	Change	% Change	2000	2012	Change	% Change
Unaffordable (>30% of Income) Housing Costs	11,397	23,835	12,438	109%	7,288	12,646	5,358	74%
Very Unaffordable (>50% of Income) Housing Costs	3,428	8,506	5,078	148%	2,200	4,404	2,204	100%
% Unaffordable	19%	29%	10%		19%	28%	9%	
% Very Unaffordable	6%	10%	5%		6%	10%	4%	

source: US Census (2000); 2012 ACS 5 Year Estimates; czb

⁴ For the purposes of this analysis, the “target area includes Pittsfield, Ann Arbor City, Ann Arbor Township, Ypsilanti City, and Ypsilanti Township.



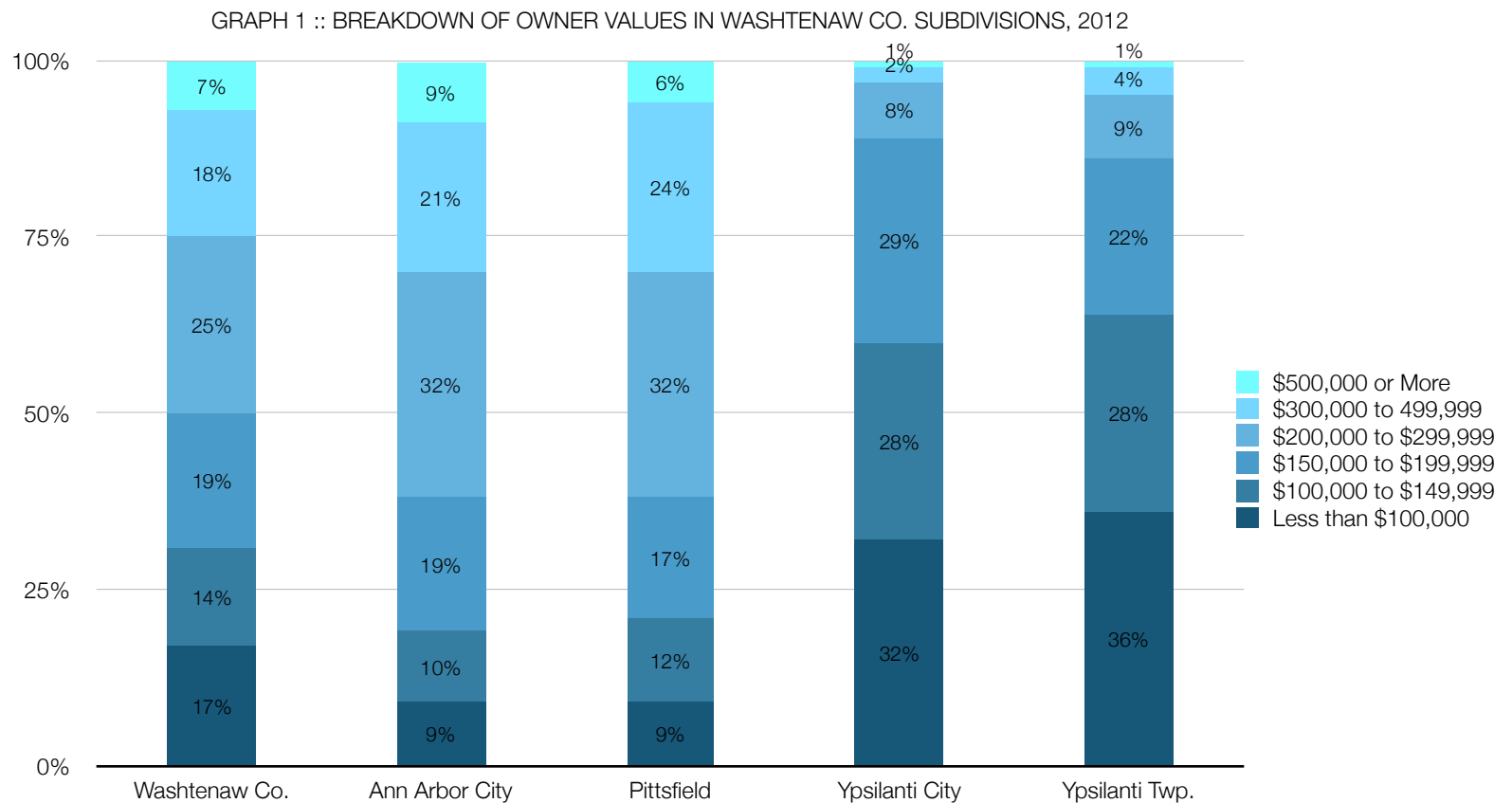
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Consistent Affordability for Others – Great Housing Values for Buyers

Yet, on the whole, for-sale housing is fairly affordable in Washtenaw County. Countywide, half of all units are valued below \$200,000 (according to the 2012 American Community Survey 5-Year Estimates); just 25% were valued at \$300,000 or higher (Graph 1). This breakdown varies greatly, though, between local municipalities: in Ann Arbor city, nearly two-thirds of all owner-occupied units were valued over \$200,000, as were almost 90%

in Ann Arbor township; in Ypsilanti city and Ypsilanti township, in contrast, roughly three in five units (60% and 64%, respectively) were valued below \$150,000.

This variety not only creates vastly different housing markets (for both owner-occupied housing and for rentals) across the target area, but has put different communities and neighborhoods on different trajectories, as some have quickly recovered from the recent recession and others have not.



How do housing market conditions vary across Washtenaw County Target Area municipalities?

For the Washtenaw County Target Area analysis, we analyzed a range of people- and place-based data from the 2000 and 2010 Decennial Census and the 2012 American Community Survey 5-Year Estimates. We also received data from the Multiple Listing Service (MLS) on for-sale properties and rentals made available through the system and sold or rented between.

These MLS records included 16,570 sales between 2000 and 2014 (with the bulk sold after 2004) and 1,866 apartments rented between 2003 and 2014 (with the bulk rented after 2006). To complement these MLS records, czb compiled an inventory of all rental properties in the target area, which included the number, characteristics, and costs of apartments at each location.

As of 2012 (according to the 2012 American Community Survey 5-Year Estimates), the county's higher-cost owner-occupied housing units were concentrated in Ann Arbor City and Pittsfield (which both had more than their share of housing units valued over \$200,000) and particularly Ann Arbor township (which had two times its share of owner units valued in the \$200,000s, three times

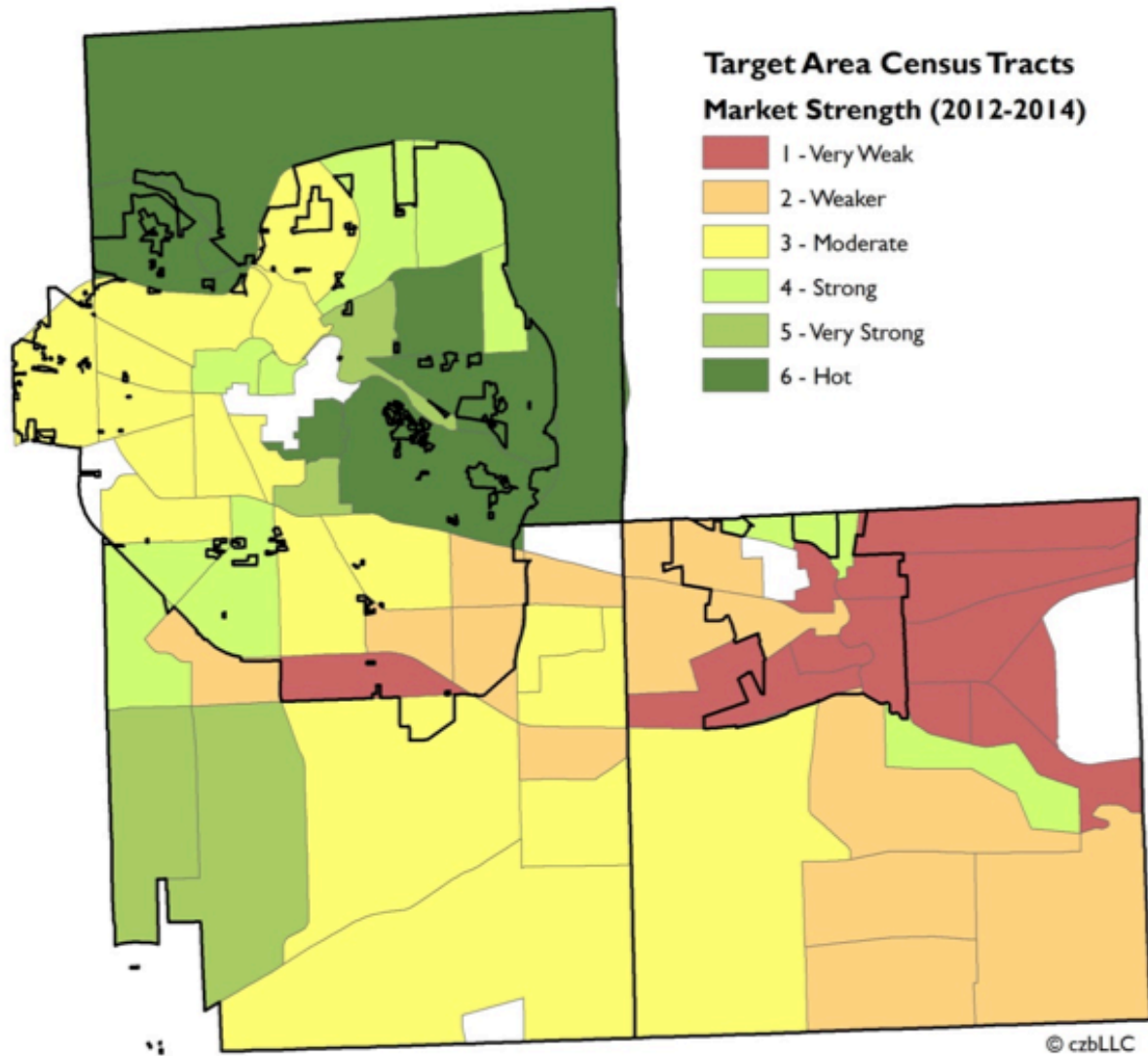
its share of owner units valued in the \$300,000s, and four times its share of owner units valued over \$500,000). In contrast, both Ypsilanti city and Ypsilanti township had twice their share of owner units valued below \$150,000.⁵

To further understand these market dynamics, czb utilized sales data (collected from the multiple listing service (MLS)) to generate average sale prices at the Census tract level based on single-family home sales in 2012, 2013, and 2014. Based on these averages, czb divided Washtenaw County Target Area Census Tracts (those within Ann Arbor city, Ann Arbor township, Pittsfield, Ypsilanti city, and Ypsilanti township) into 6 market types – from “very weak” to “hot.” “Very Weak” market Census tracts were those with average sale prices between roughly \$25,000 and \$75,000 between 2012 and 2014, or had averages more than one standard deviation away from the target area average sale price during that time. The average sale price and Z Scores (or how many standard deviation units each average stood from the overall average) are listed in the table below (Table 2); the market strength for each target area Census tract are shown in the map on the following page.

TABLE 2 :: SALE PRICE RELATIVE TO MARKET TYPE

		Average Sale Price		Z Score Range
		Low	High	
	Very Weak	\$26,613	to \$75,492	Less than -1.00
	Weaker	\$94,086	to \$186,061	-0.99 to -0.25
	Moderate	\$199,050	to \$262,408	-0.24 to 0.24
	Strong	\$271,577	to \$357,699	0.25 to 0.99
	Very Strong	\$393,360	to \$463,355	1.00 to 1.74
	Hot	\$498,139	to \$622,393	1.75 or More

⁵ Figures presented in this paragraph are explained further on page x, under the heading “Washtenaw County - Catch Up and Keep Up”.



GRAPH 2 :: AVERAGE SALE PRICE OF SINGLE-FAMILY HOMES IN WASHTENAW COUNTY TARGET AREA CENSUS TRACTS BY MARKET STRENGTH, 2005-2014

Across all market types, the average sale price of a single-family home was up in 2005 (during the housing boom) and declined during the recession, hitting lows between 2008 and 2011, before recovering in the years since (Graph 2, Table 3).

What this table illustrates is that the gap in value between the strongest and weakest submarkets in Washtenaw is growing, and all signs indicate a further widening.

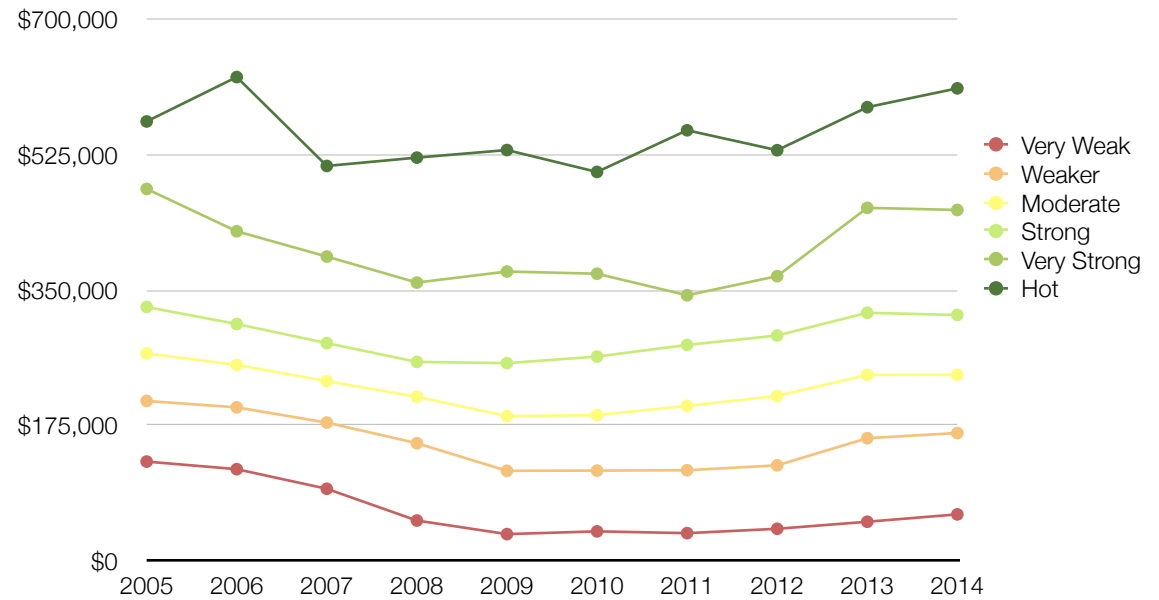
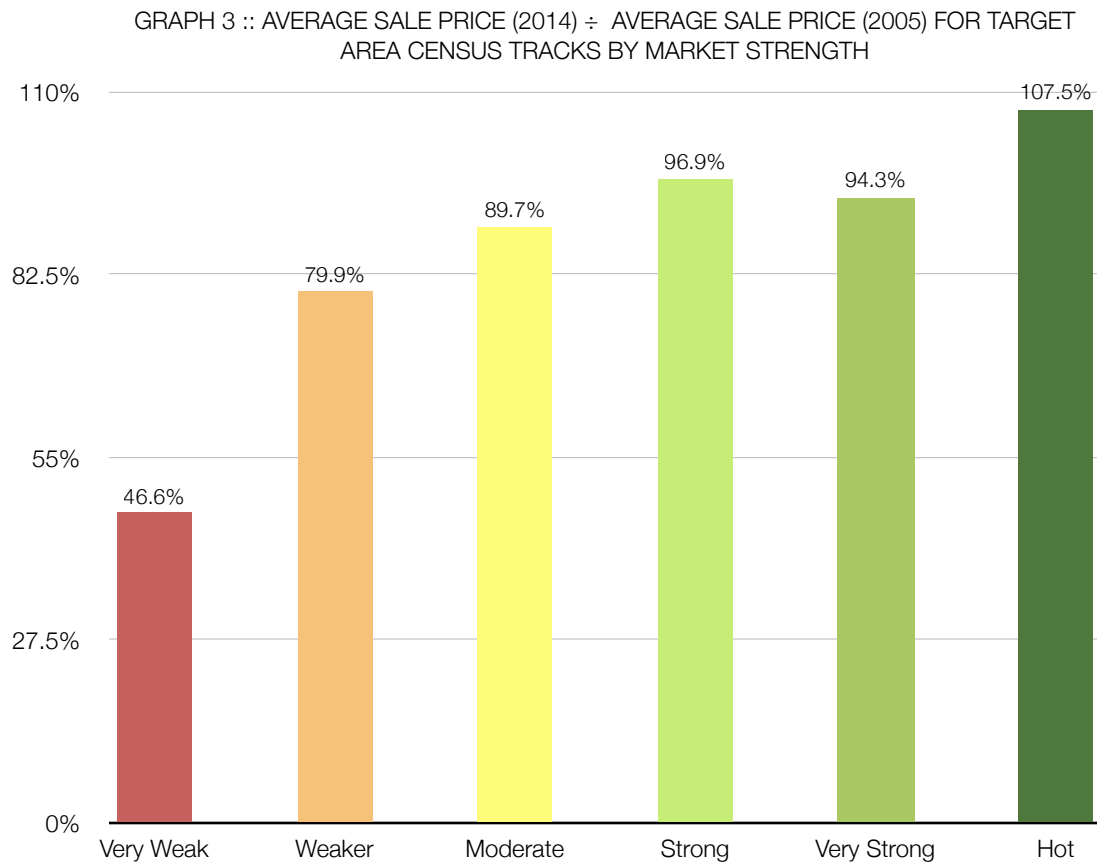


TABLE 3 :: AVERAGE SALE PRICE OF SINGLE-FAMILY HOMES IN WASHTENAW CO. TARGET AREA CENSUS TRACTS BY MARKET STRENGTH 2005-2014

		Average Sale Price									
		2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
	Very Weak	\$127,797	\$117,990	\$92,635	\$51,599	\$34,053	\$37,608	\$35,294	\$40,932	\$50,021	\$59,587
	Weaker	\$206,180	\$197,902	\$178,225	\$151,559	\$115,894	\$116,146	\$116,629	\$122,925	\$158,037	\$164,727
	Moderate	\$267,618	\$252,775	\$231,820	\$211,547	\$186,609	\$187,891	\$199,818	\$212,538	\$239,908	\$239,997
	Strong	\$327,626	\$305,656	\$280,968	\$256,689	\$255,048	\$263,556	\$278,612	\$290,768	\$320,132	\$317,318
	Very Strong	\$480,256	\$425,502	\$392,830	\$359,223	\$373,484	\$370,635	\$342,762	\$367,490	\$455,815	\$453,071
	Hot	\$567,486	\$624,889	\$509,958	\$520,733	\$530,523	\$502,209	\$556,091	\$530,312	\$585,900	\$610,267

Interestingly, though, while the average sale price of a single-family home was higher in 2014 than it had been in 2005 in “Hot” markets (suggesting a full recovery), the 2014 average sale price in “weaker” markets was equivalent to 80% of the 2005 average sale price; in “very weak” markets, the 2014 average sale price was equal to just 47% of the 2005 average (suggesting far from a full recovery in these areas) (Graph 3).

These still-struggling markets bore the brunt, to a certain extent, of the housing market meltdown: according to Neighborhood Stabilization Program Data released by the U.S. Department of Housing and Urban Development (HUD), Census tracts within and surrounding Ypsilanti city had the areas highest foreclosure rates and vacancy rates in the midst of the crisis.

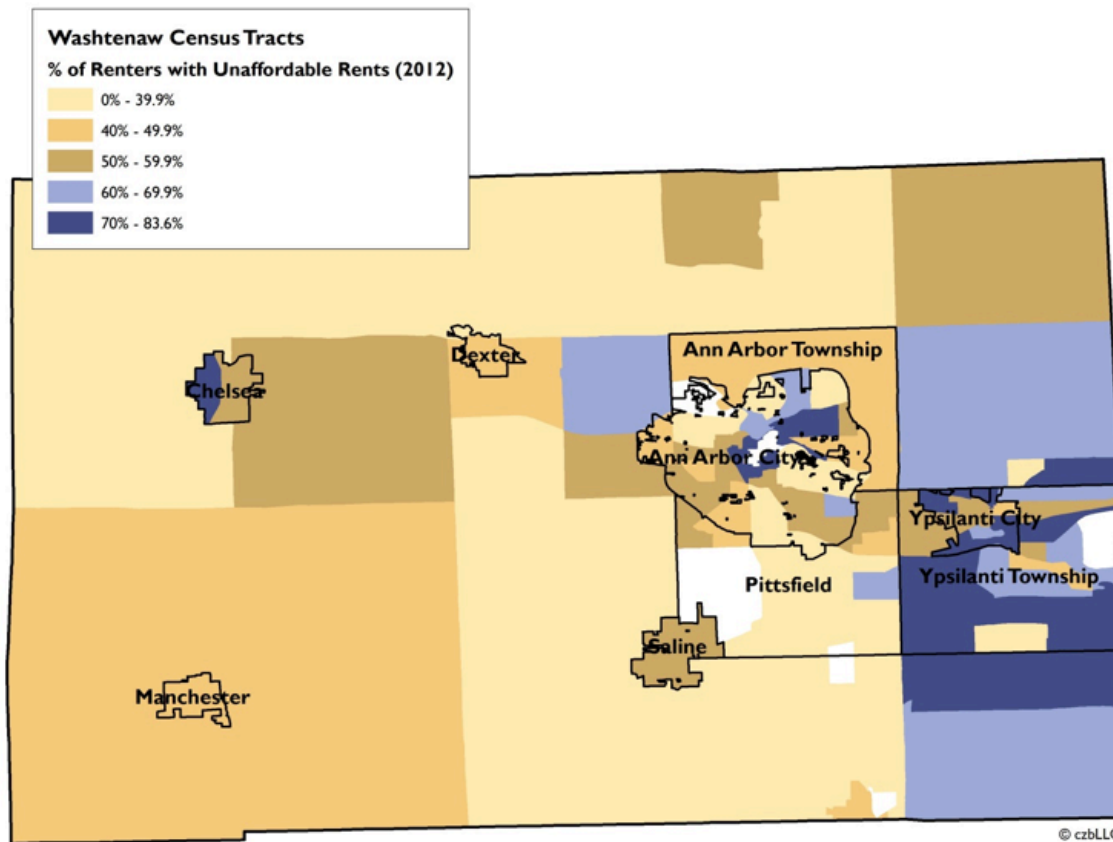


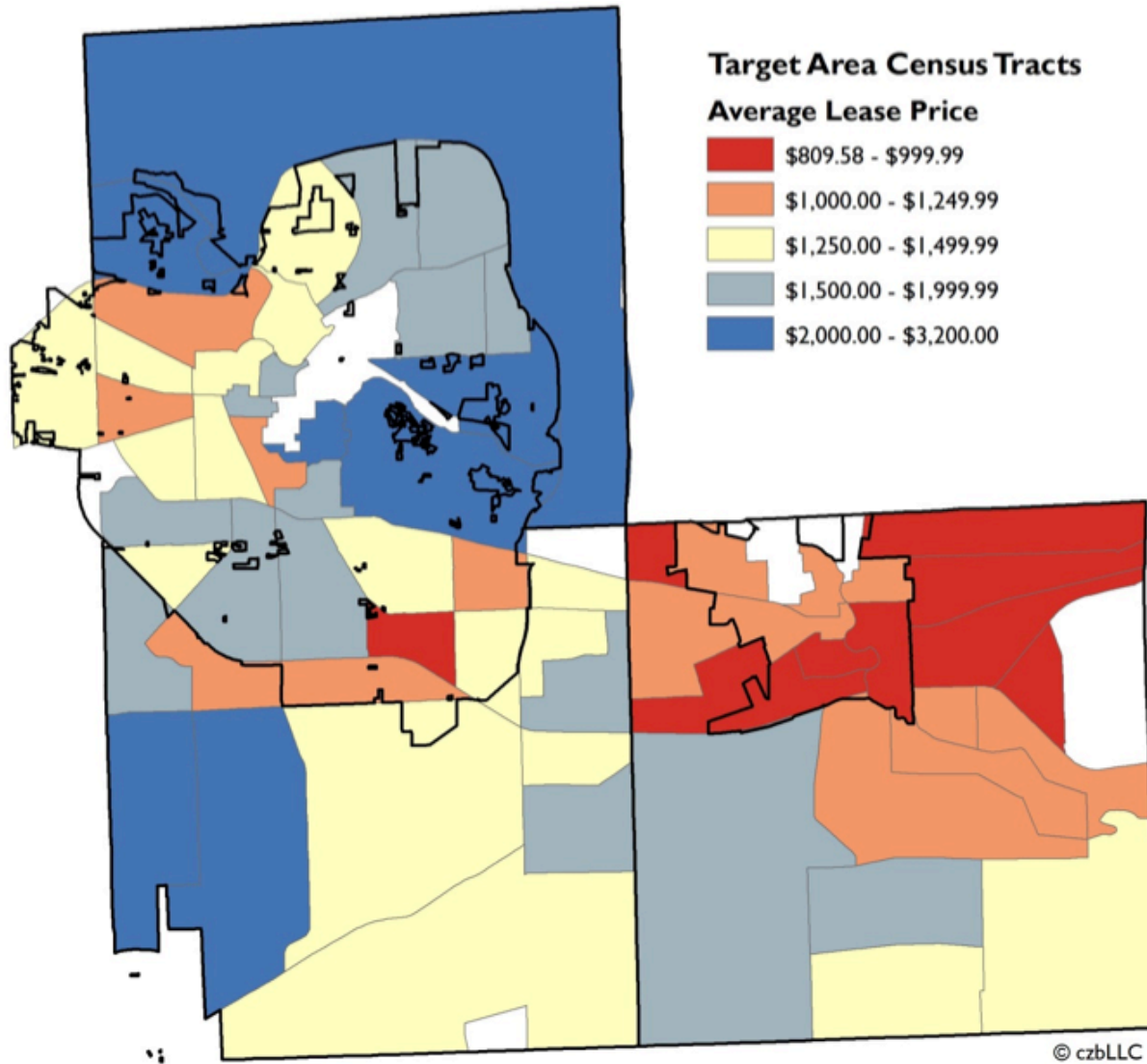
What affordability challenges are faced by Washtenaw County renters and potential renters?

Renters are far more likely than owners to have excessive housing costs in Washtenaw County. In the Census tracts in Central Ann Arbor city (near the University of Michigan), as well as those in far northern and southern Ypsilanti city and throughout much of Ypsilanti township, in excess of 60% of renters pay more than 30% of their income on housing (see map below).

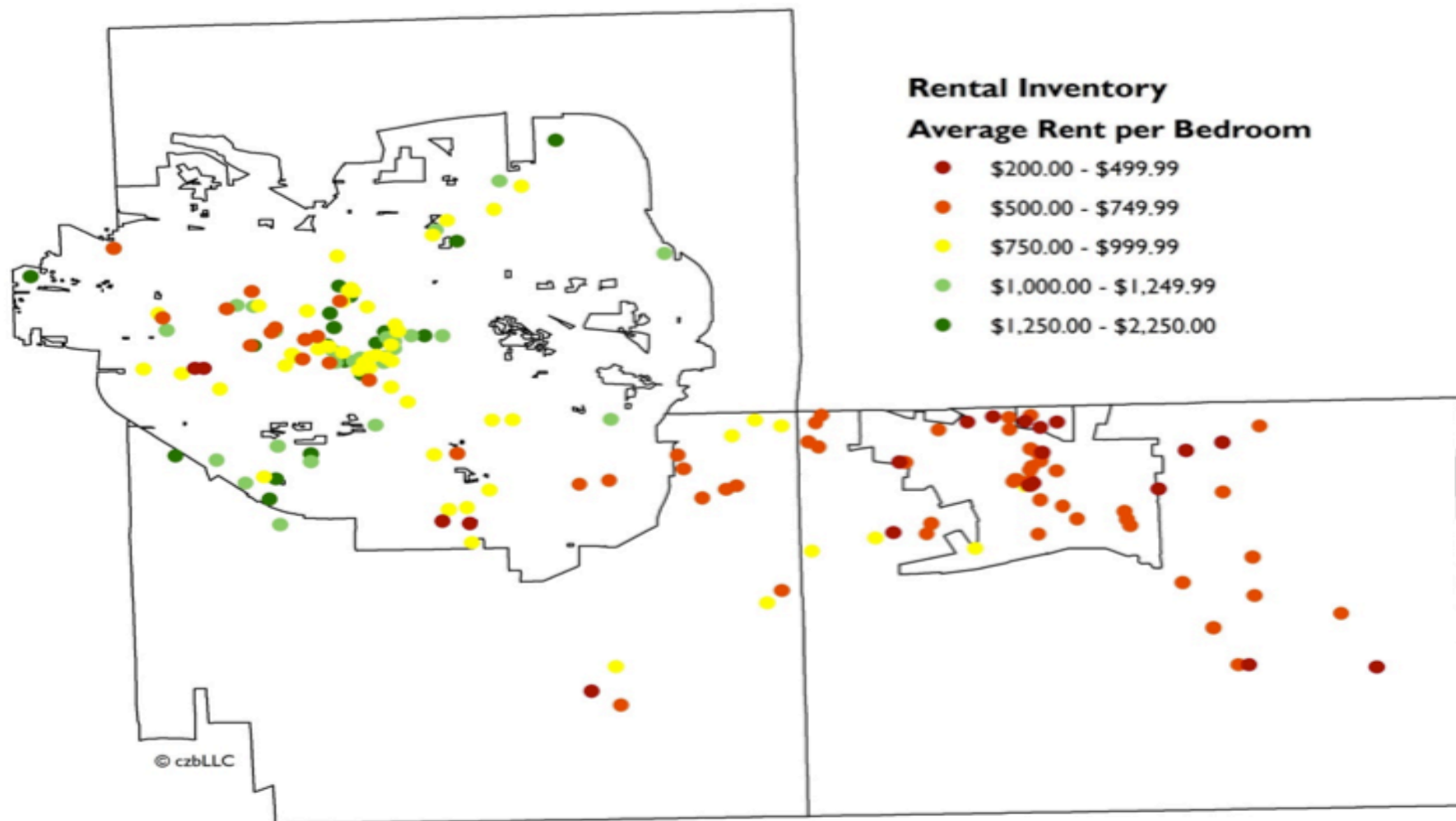
College undergraduate and graduate students, whose incomes tend to be very low (if not \$0), as well as higher rents, are driving these numbers in Ann Arbor city; lower-income non-student renters are doing so in Ypsilanti city and Ypsilanti township.

According to data from the Multiple Listing Service, the average lease price for units listed on the MLS was lowest in Ypsilanti city and Ypsilanti township (and in a few scattered Census tracts in Ann Arbor city), and highest throughout much of Ann Arbor city and Ann Arbor township (and in a few scattered Census tracts in Pittsfield and Ypsilanti township).



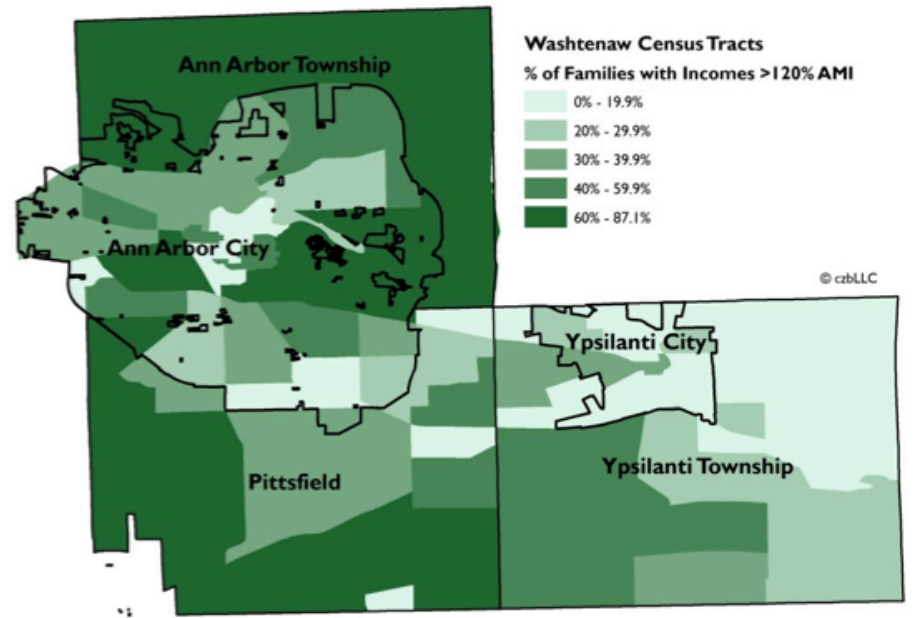
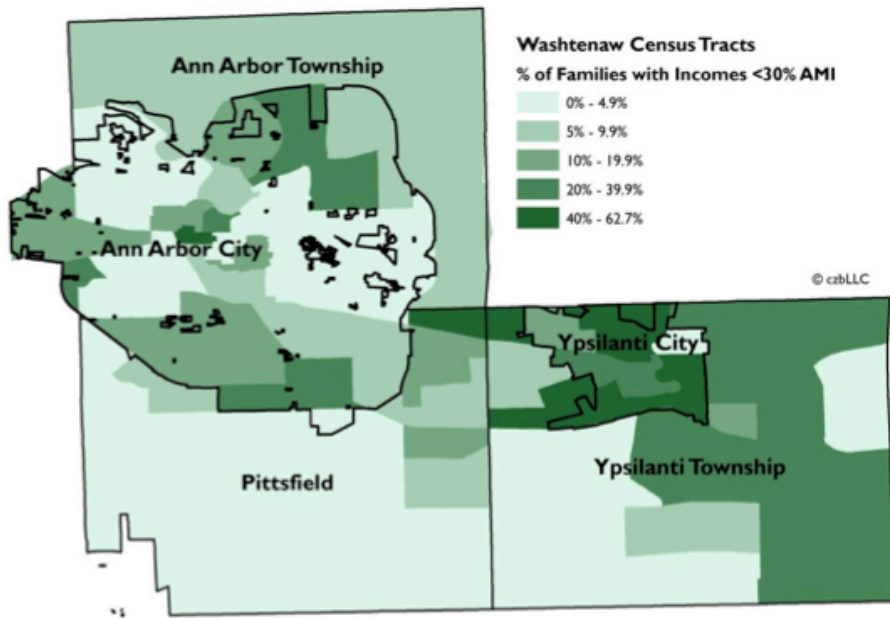
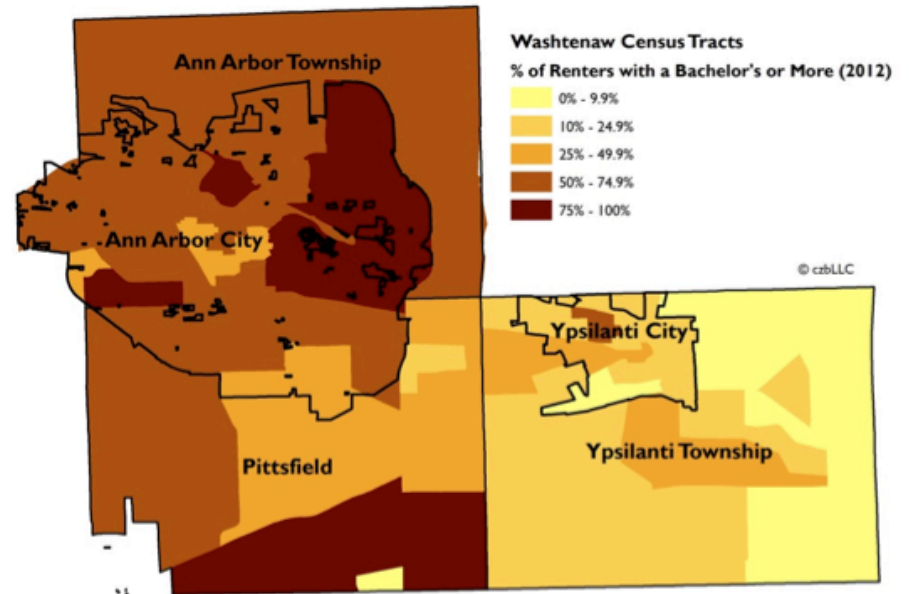
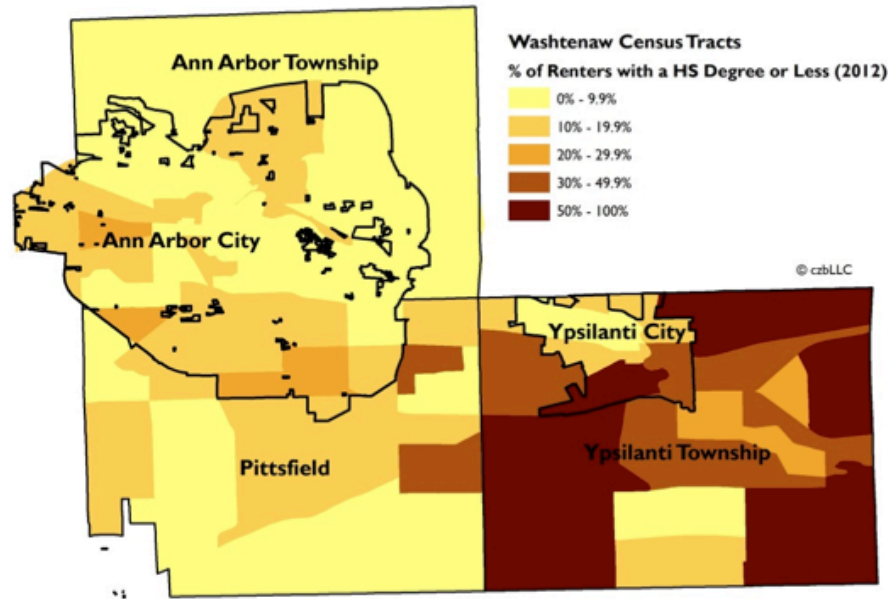


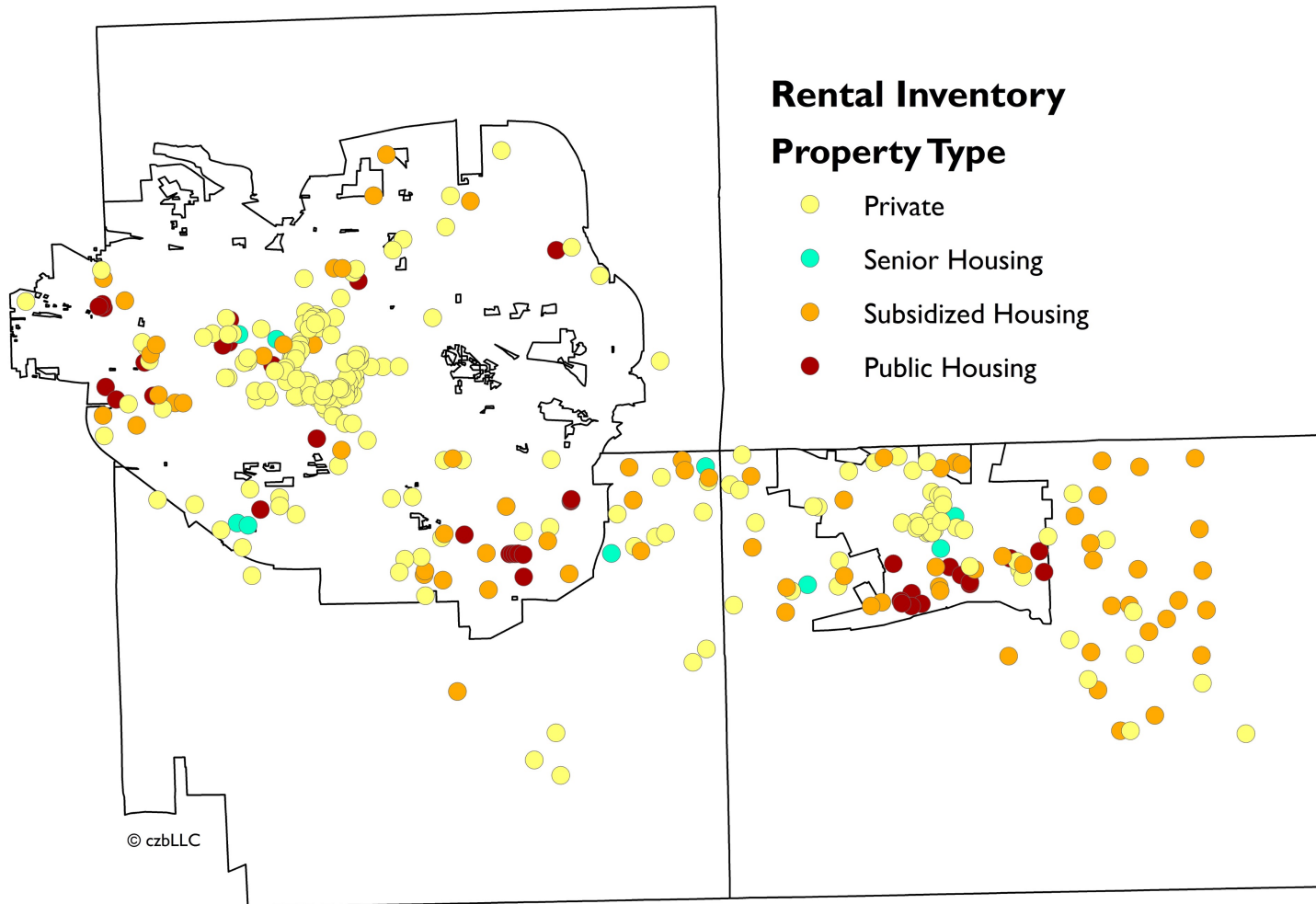
Pressure on the market from student renters certainly plays a role in driving up rents in Ann Arbor city and Ann Arbor township. Both communities have more than their share of rentals with rents over \$1,000 (according to data from the 2012 American Community Survey 5-Year Estimates), including those with rents over \$1,500. In contrast, Pittsfield and Ypsilanti township both have more than their share of rentals with rents between \$500 and \$999, and Ypsilanti city has far more than its share of rentals with rents below \$750.



A czb review of the county's rental inventory further highlighted the variety of the target area's rental market: almost exclusively buildings with average rents per bedroom below \$750 on the eastern side of the target area and primarily buildings with average rents per bedroom of \$750 or more on the western side of the target area (see map above).

At the same time, far more subsidized and public housing, as well as Section 8 vouchers, was concentrated on the eastern side of the target area as well (see map on following page).

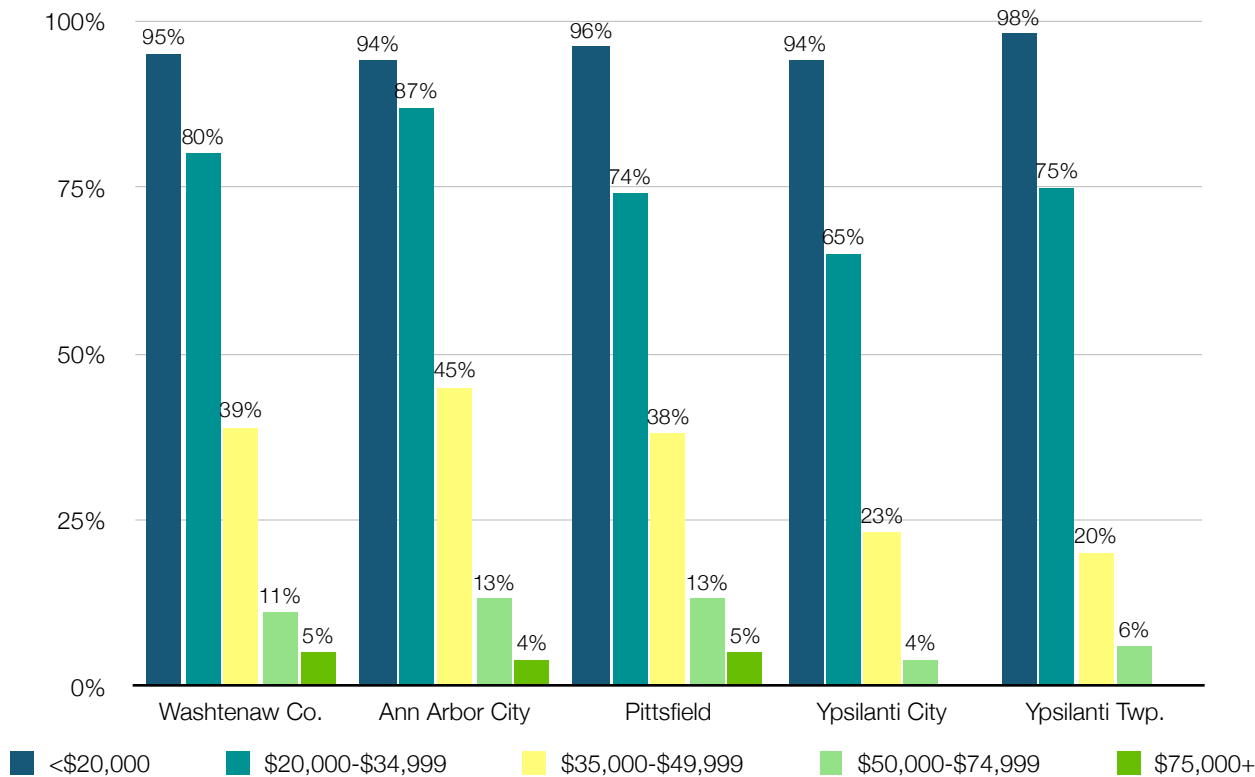




Such different rent levels mean that unaffordability reaches higher up the income ladder in some municipalities than others. For example, across in all target area municipalities, nearly all (94% or more) renter households with incomes below \$20,000 pay more than 30% of their income on housing (Graph 4). Most renter households with incomes between \$20,000 and \$34,999 also paid too much for housing – ranging from 65% of these households in Ypsilanti city to 87% of these households in Ann Arbor city. And while affordability was not really an issue for households with incomes between \$35,000 and \$49,999 in Ypsilanti city and Ypsilanti township (where just 23% and 20%, respectively, faced unaffordable costs), it remained a serious issue for renter households at this income level in Ann Arbor city (where nearly half (45%) faced unaffordable costs).

Differences in the price of rental units as well as differences in overall market vitality and amenities – in neighborhood quality of life – contributes to two very distinct rental markets in the Washtenaw County target area. Across nearly all Census tracts on the western side of the target area, the percentage of renter household heads with a high school degree or less and the percentage of renting families who have incomes below 30% of the Area Median Income (AMI) are very low, while the reverse is true on the eastern half of the target area. In contrast, across nearly all Census tracts on the western side of the target area, the percentage of renter household heads with a Bachelor’s degree or more education and the percentage of renting families who have incomes above 120% AMI are very high, while the reverse is true on the eastern half of the target area (see maps on following page).

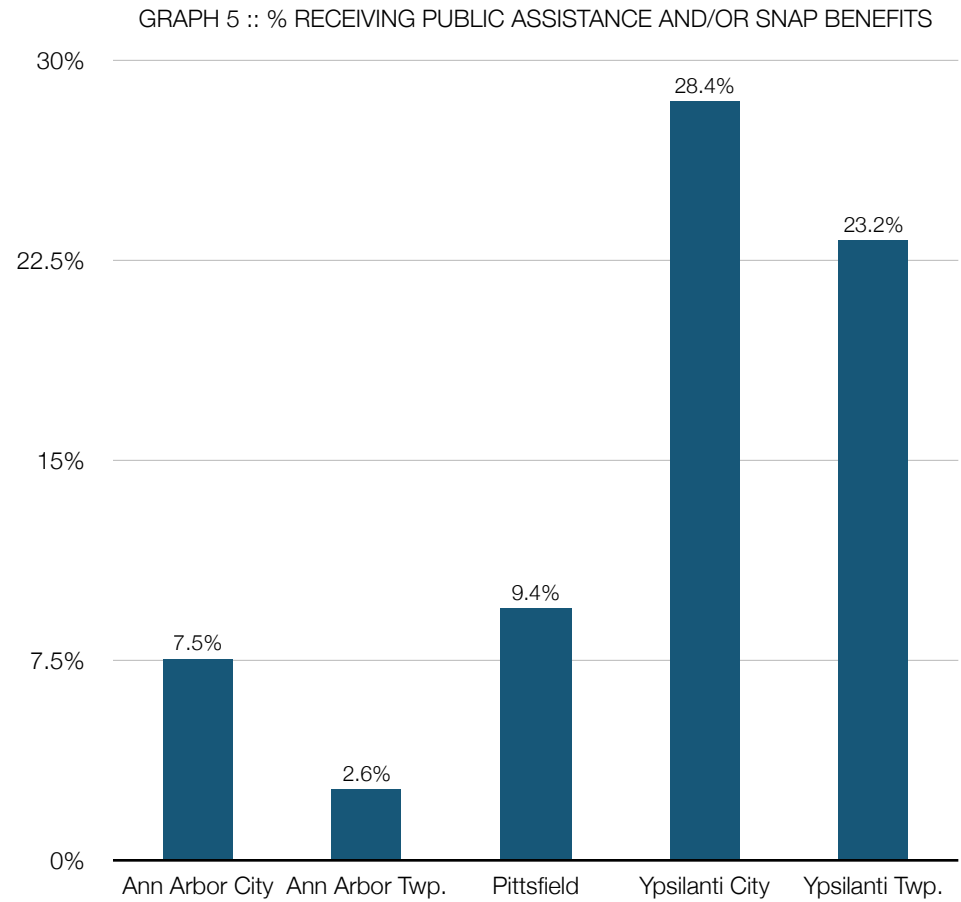
GRAPH 4 :: % OF RENTER HOUSEHOLDS PAYING >30% OF INCOME ON RENT BY INCOME LEVEL AND LOCATION, 2012



In a third example, while 2.6% of Ann Arbor township households and 7.5% of Ann Arbor city households received public assistance income or food stamp (SNAP) benefits in 2012, roughly one-fourth of Ypsilanti city (28.4%) and Ypsilanti township (23.2%) households did so (Graph 5).

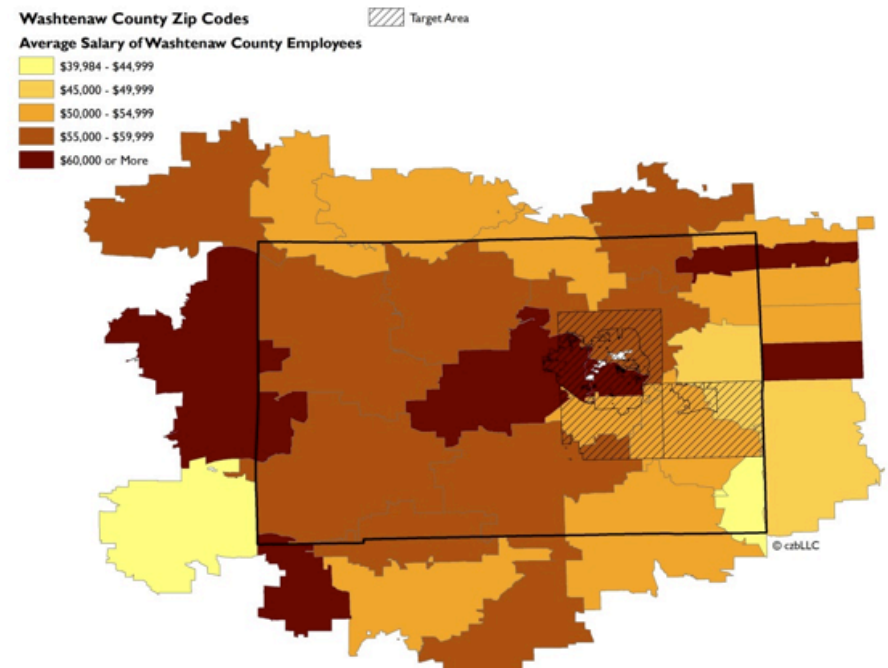
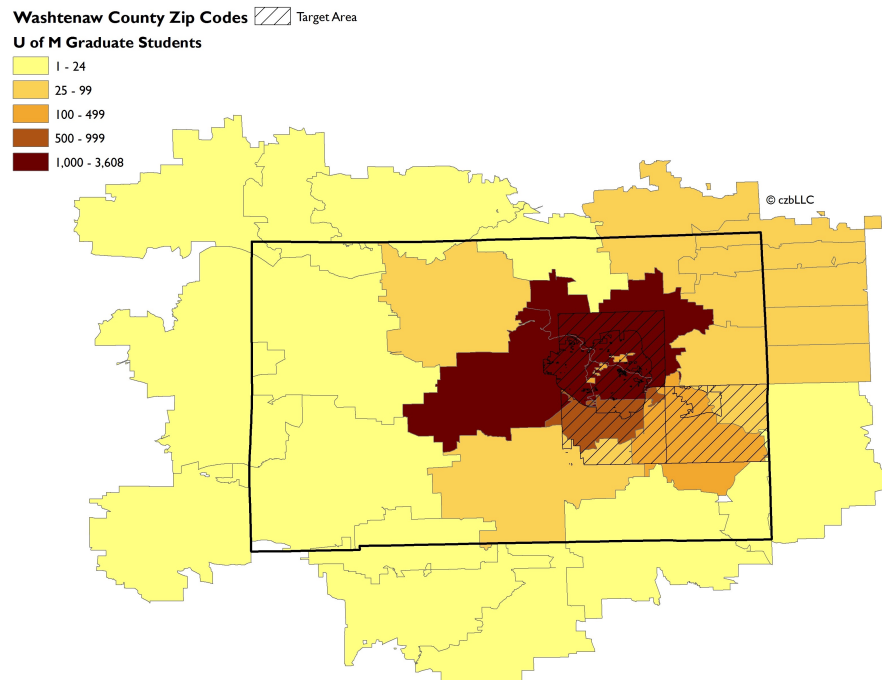
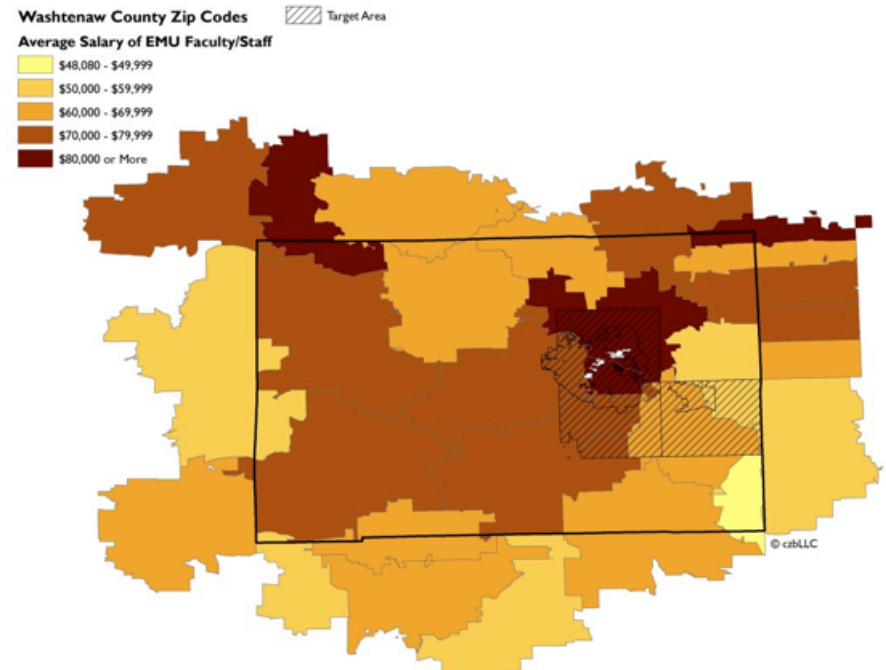
As evidenced by neighborhoods' varied recovery rates following the recent housing market meltdown and municipalities' varied severity of affordability challenges, such disparities between target area municipalities is not sustainable.

Such trends point to the need for regional cooperation going forward.



The target area is increasingly splitting into winning municipalities and losing municipalities, and, as time goes by, the gap between the two is only widening. An analysis of the residential choices made by Eastern Michigan University faculty and staff, Washtenaw County employees and University of Michigan graduate students all show the same thing: households with choice (higher incomes and more mobility) are concentrating in Ann Arbor city and Ann Arbor township and pricing out everyone else; those beat out for housing in these communities are concentrating in Ypsilanti city and Ypsilanti township (see surrounding maps).

- UM graduate should be taking advantage of the locational and pricing opportunities that Ypsilanti offers; *yet aren't*. Why? Because the affordability advantages Ypsilanti can provide are offset by the livability disadvantages that push UM graduate students away.
- Pittsfield is filling a middle ground, although is heavily influenced by the adjacent markets, both positively and otherwise.

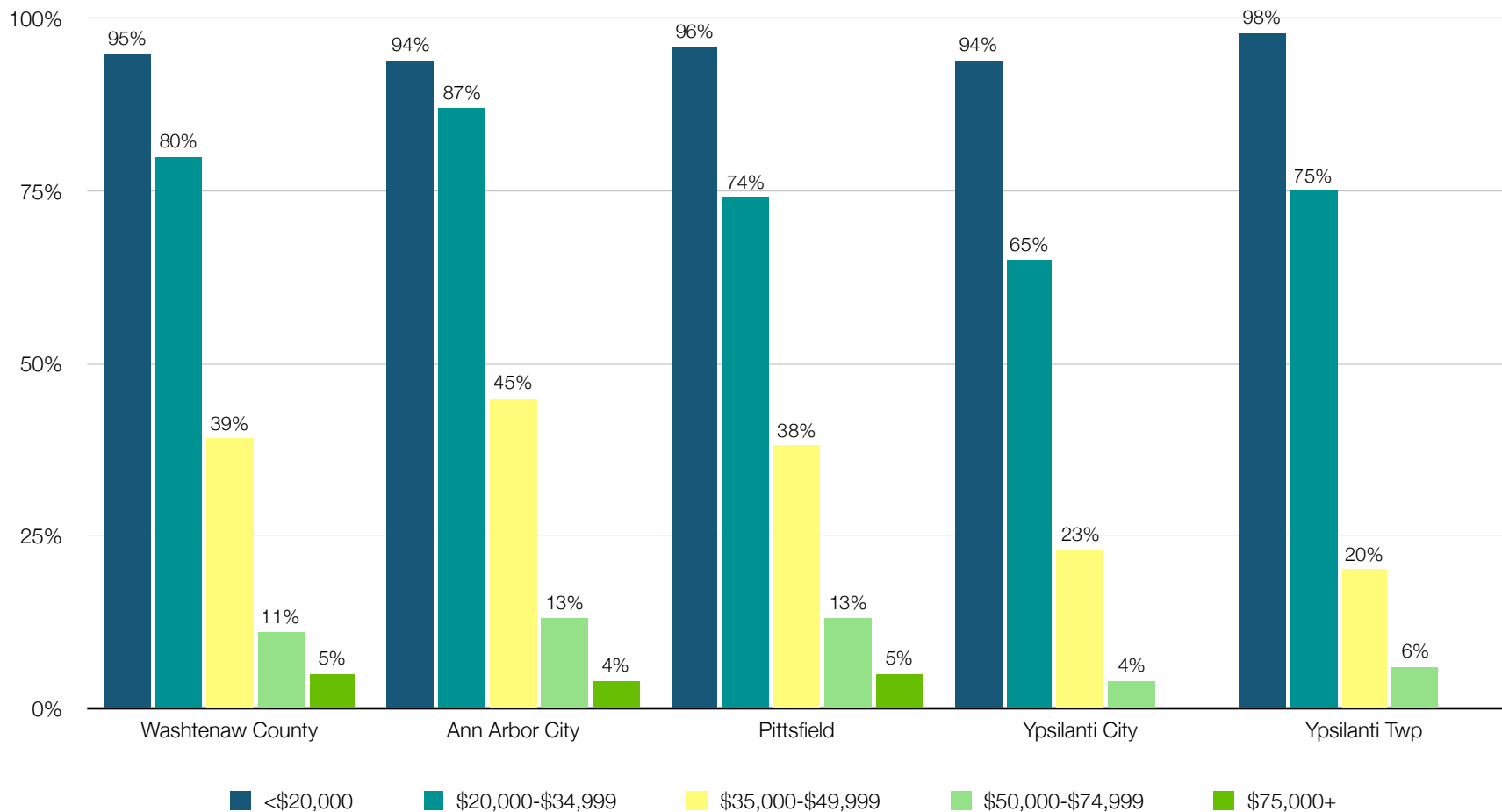


Washtenaw County Catch Up and Keep Up

Most renters with household incomes below \$35,000 (or below roughly 40% of HUD's Area Median Income) in Washtenaw County generally, and the target area in particular, face housing cost burdens. In fact, over 90% of renter households with incomes below \$20,000 pay more than 30% of their income on rent; roughly three-quarters of households with incomes between \$20,000 and \$34,999 do so (Graph 6).

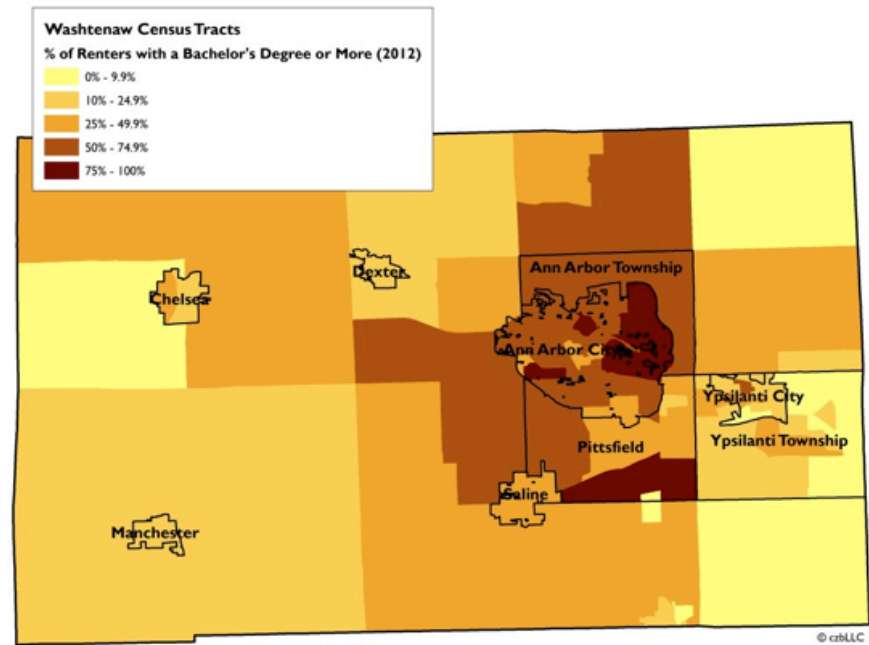
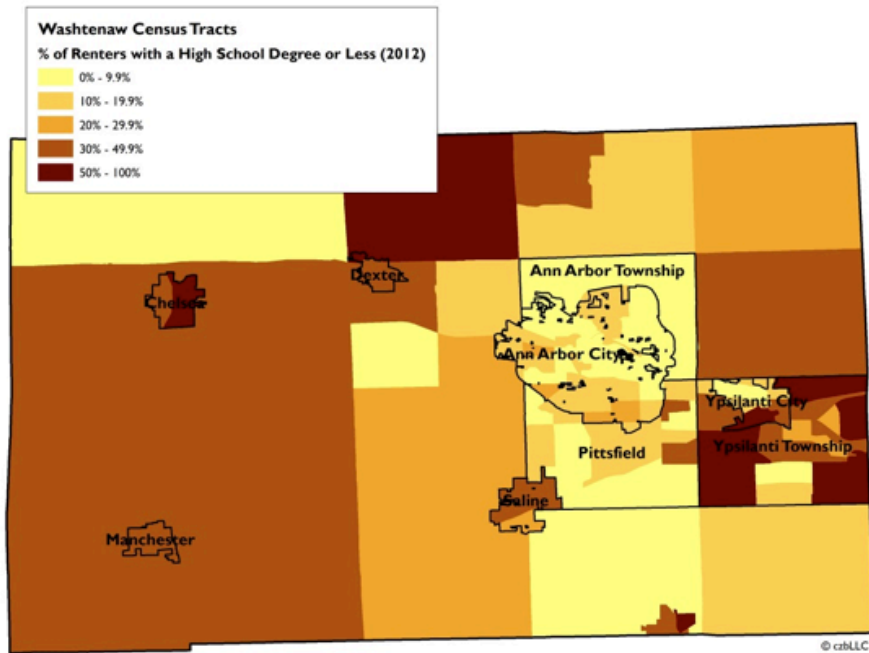
While housing cost burdens are less common among renter households with incomes between \$35,000 and \$49,999 (or between 40% and 60% of Area Median Income), unaffordable rents remain an issue for two-fifths of renters in this income bracket – and for 45% of renters in this income bracket in Ann Arbor city. (Rents are more affordable for households in this income bracket in Ypsilanti city and Ypsilanti township, where only about one-fifth of households with incomes between \$35,000 and \$49,999 pay more than 30% of income on rent.)

GRAPH 6 :: % OF RENTER HOUSEHOLDS PAYING >30% OF INCOME ON RENT BY INCOME LEVEL AND LOCATION, 2012



Housing costs make the Ann Arbor rental market harder to access for lower-income households; so does the intense competition for rental housing from 30,000+ undergraduate and graduate students, not to mention hundreds of recent graduates choosing to stay in town, also seeking apartments. As a result, just a small fraction of Ann Arbor renters have a high school degree or less; the reverse is the case in Ypsilanti city and township, where only a small fraction have a bachelor's degree or more (see maps below).

In Ann Arbor city, fully 58% of renter householders has a Bachelor's degree or more; just 13% have a high school degree or less. The breakdown of renters by educational attainment is far different in Ypsilanti city and Ypsilanti township, where far more renters have a high school degree or less (25% and 34%, respectively) and far fewer have Bachelor's degrees or more (22% and 18%, respectively).



In other words, while Ann Arbor city is home to 48% of the county's renter households, it is where just 30% of the county's renters with a high school degree/GED or less live (Graph 7, Table 4). To instead house 48% of the county's renters with a high school degree/GED or less (or the city's equitable proportion), Ann Arbor would need to accommodate nearly 2,000 more of them (1,948) (Table 5). Similarly, while Ann Arbor city is home to 48% of the county's renter households, it is where just 38% of the county's renters with some college or an Associate's degree live. To instead house 48% of the county's renters with some college or an Associate's degree (or the city's "fair share" of these renters), Ann Arbor would need to accommodate nearly 2,000 more of them (1,925). City officials could think of this as a strategy requiring 2,000 new units for households at 0-40% AMI and another 2,000 new units for households at 40%-60% AMI. (At the other side of the spectrum, to house its equitable proportion of renters with a Bachelor's degree or more, Ypsilanti city would need to add just over 1,000 units for these renters (1,030) and Ypsilanti township would need to add more than 2,000 units for them (2,174).)

GRAPH 7 :: BREAKDOWN OF RENTERS BY EDUCATION ATTAINMENT AND LOCATION, 2012

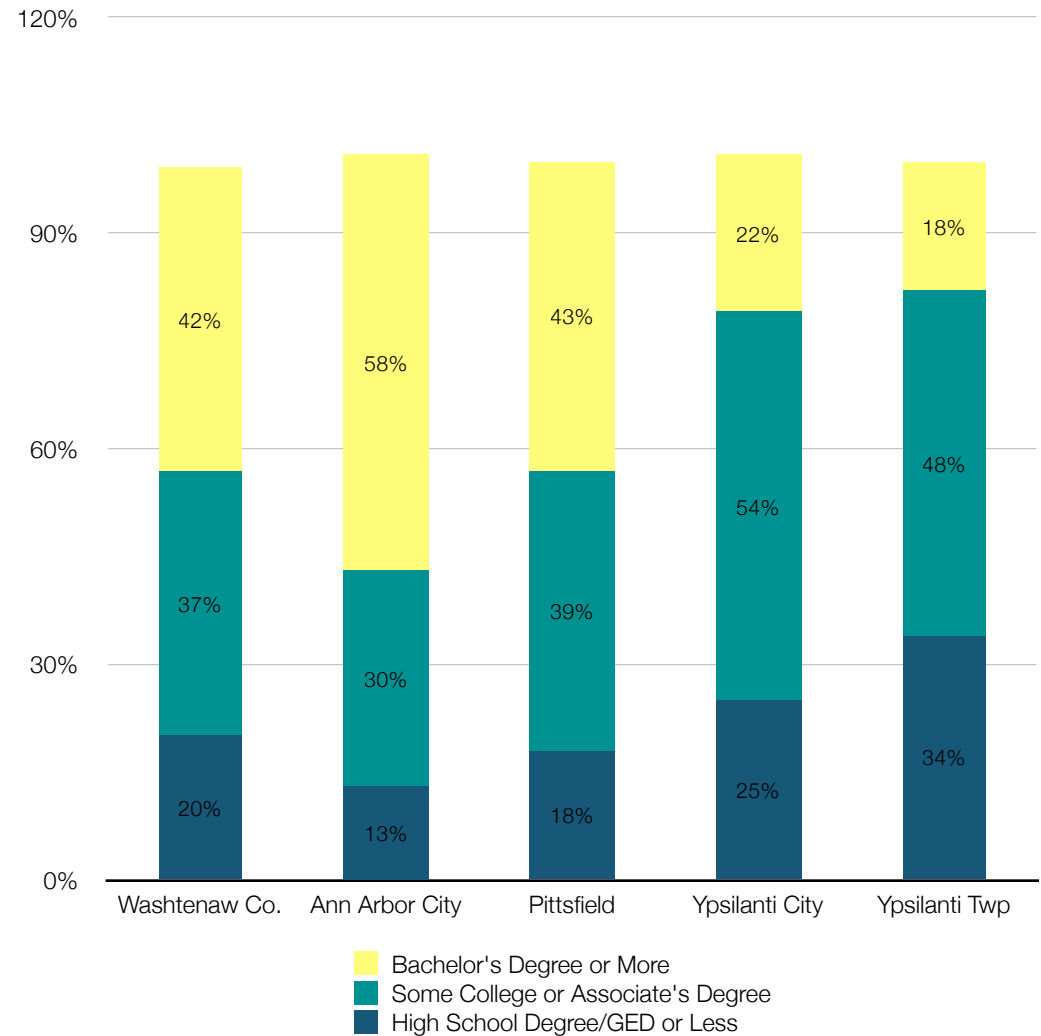


TABLE 4 :: BREAKDOWN OF RENTERS BY EDUCATION ATTAINMENT AND LOCATION, 2012

	Washtenaw County	Ann Arbor City	Pittsfield	Ypsilanti City	Ypsilanti Twp
All Rental Units:	51,945	24,905	5,922	5,001	8,785
Up to High School/GED	10,608	3,138	1,069	1,226	3,001
Some College/Associate's	19,340	7,348	2,318	2,687	4,238
Bachelor's or More	21,997	14,419	2,535	1,088	1,546
All Rental Units:	100%	48%	11%	10%	17%
Up to High School/GED	100%	30%	10%	12%	28%
Some College/Associate's	100%	38%	12%	14%	22%
Bachelor's or More	100%	66%	12%	5%	7%
All Rental Units:	100%	48%	11%	10%	17%

TABLE 5 :: "FAIR SHARE" DISTRIBUTION OF RENTERS BY EDUCATIONAL ATTAINMENT AND LOCATION, 2012

	Ann Arbor City			Pittsfield			Ypsilanti City			Ypsilanti Twp		
	Current #	Fair Share #	Difference	Current #	Fair Share #	Difference	Current #	Fair Share #	Difference	Current #	Fair Share #	Difference
High School Degree/GED or Less	3,138	5,086	1,948	1,069	1,209	140	1,226	1,021	-205	3,001	1,794	-1,207
Some College or Associate's Degree	7,348	9,273	1,925	2,318	2,205	-113	2,687	1,862	-825	4,238	3,271	-967
Bachelor's Degree or More	14,419	10,546	-3,873	2,535	2,508	-27	1,088	2,118	1,030	1,546	3,720	2,174

WASHTENAW COUNTY AFFORDABILITY GAPS - OWNER-OCCUPIED	% of County				
	Ann Arbor City	Ann Arbor Twp.	Pittsfield	Ypsilanti City	Ypsilanti Twp.
Total:	33.9%	1.3%	10.3%	5.7%	15.8%
Owner-occupied housing units:*	25.1%	1.5%	9.5%	3.2%	15.2%
Less than high school graduate	8.5%	0.2%	8.2%	5.8%	32.7%
High school graduate (including equivalency)	10.3%	0.6%	5.8%	3.4%	23.7%
Some college or associate's degree	14.8%	0.7%	6.8%	3.2%	19.1%
Bachelor's degree or higher	34.3%	2.1%	11.7%	3.0%	10.1%

	Current Share				
	Ann Arbor City	Ann Arbor Twp.	Pittsfield	Ypsilanti City	Ypsilanti Twp.
Less than high school graduate	0.339	0.127	0.855	1.804	2.154
High school graduate (including equivalency)	0.410	0.406	0.603	1.060	1.562
Some college or associate's degree	0.589	0.448	0.713	0.999	1.261
Bachelor's degree or higher	1.370	1.448	1.230	0.922	0.662

	2012 Totals					
	Washtenaw County	Ann Arbor City	Ann Arbor Twp.	Pittsfield	Ypsilanti City	Ypsilanti Twp.
Owner-occupied housing units:	82,938	20,799	1,214	7,912	2,677	12,588
Less than high school graduate	3,778	321	7	308	220	1,235
High school graduate (including equivalency)	11,284	1,159	67	649	386	2,676
Some college or associate's degree	20,415	3,018	134	1,388	658	3,907
Bachelor's degree or higher	47,461	16,301	1,006	5,567	1,413	4,770
	2035 Goal if Move to Fair Share Distribution					
	Washtenaw County	Ann Arbor City	Ann Arbor Twp.	Pittsfield	Ypsilanti City	Ypsilanti Twp.
Owner-occupied housing units:	96,790	24,273	1,417	9,233	3,124	14,690
Less than high school graduate	4,409	1,106	65	421	142	669
High school graduate (including equivalency)	13,169	3,302	193	1,256	425	1,999
Some college or associate's degree	23,825	5,975	349	2,273	769	3,616
Bachelor's degree or higher	55,388	13,890	811	5,284	1,788	8,407
	Difference between 2012 and 2035 Goal					
	Washtenaw County	Ann Arbor City	Ann Arbor Twp.	Pittsfield	Ypsilanti City	Ypsilanti Twp.
Owner-occupied housing units:	13,852	3,474	203	1,321	447	2,102
Less than high school graduate	631	785	58	113	-78	-566
High school graduate (including equivalency)	1,885	2,143	126	607	39	-677
Some college or associate's degree	3,410	2,957	215	885	111	-291
Bachelor's degree or higher	7,927	-2,411	-195	-283	375	3,637

WASHTENAW COUNTY AFFORDABILITY GAPS - RENTER - OCCUPIED	% of County				
	Ann Arbor City	Ann Arbor Twp.	Pittsfield	Ypsilanti City	Ypsilanti Twp.
Renter-occupied housing units:*	47.9%	1.0%	11.4%	9.6%	16.9%
Less than high school graduate	29.3%	0.9%	8.6%	14.3%	34.3%
High school graduate (including equivalency)	29.7%	0.2%	10.7%	10.4%	25.7%
Some college or associate's degree	38.0%	0.6%	12.0%	13.9%	21.9%
Bachelor's degree or higher	65.5%	1.7%	11.5%	4.9%	7.0%
	Current Share				
	Ann Arbor City	Ann Arbor Twp.	Pittsfield	Ypsilanti City	Ypsilanti Twp.
Less than high school graduate	0.611	0.858	0.754	1.488	2.031
High school graduate (including equivalency)	0.619	0.241	0.939	1.080	1.522
Some college or associate's degree	0.792	0.558	1.051	1.443	1.296
Bachelor's degree or higher	1.367	1.667	1.011	0.514	0.416

	2012 Totals					
	Washtenaw County	Ann Arbor City	Ann Arbor Twp.	Pittsfield	Ypsilanti City	Ypsilanti Twp.
Renter-occupied housing units:	51,945	24,905	520	5,922	5,001	8,785
Less than high school graduate	3,142	921	27	270	450	1,079
High school graduate (including equivalency)	7,466	2,217	18	799	776	1,922
Some college or associate's degree	19,340	7,348	108	2,318	2,687	4,238
Bachelor's degree or higher	21,997	14,419	367	2,535	1,088	1,546
	2035 Goal if Move to Fair Share Distribution					
	Washtenaw County	Ann Arbor City	Ann Arbor Twp.	Pittsfield	Ypsilanti City	Ypsilanti Twp.
Renter-occupied housing units:	60,621	29,065	607	6,911	5,836	10,252
Less than high school graduate	3,667	1,758	37	418	353	620
High school graduate (including equivalency)	8,713	4,177	87	993	839	1,474
Some college or associate's degree	22,570	10,821	226	2,573	2,173	3,817
Bachelor's degree or higher	25,671	12,308	257	2,927	2,471	4,341
	Difference between 2012 and 2035 Goal					
	Washtenaw County	Ann Arbor City	Ann Arbor Twp.	Pittsfield	Ypsilanti City	Ypsilanti Twp.
Renter-occupied housing units:	8,676	4,160	87	989	835	1,467
Less than high school graduate	525	837	10	148	-97	-459
High school graduate (including equivalency)	1,247	1,960	69	194	63	-448
Some college or associate's degree	3,230	3,473	118	255	-514	-421
Bachelor's degree or higher	3,674	-2,111	-110	392	1,383	2,795

PART 3

Implementation

General

Ann Arbor needs to focus its attention on the preservation and production of affordable *non student* rental housing for low and moderate-income workers who are helping to keep so much of the Ann Arbor economy vibrant.

Pittsfield also needs to focus its efforts on existing and future demand for affordable non student rental housing for low and moderate-income workers.

Meanwhile:

Ypsilanti cannot remain the de facto affordable housing policy for Ann Arbor and Pittsfield; continuation of this default way of operating will ensure further decline of property values and fiscal stability.

Ypsilanti must find partners to intervene in the destabilizing cycle of foreclosure, disinvestment, abandonment, flipping, and distress.

Ann Arbor and Pittsfield	Ypsilanti (City and Township)
Add 3,139 non student affordable rentals next 20 years	Grow demand by 4,178 college educated HHs next 20 years

TASK **GROW THE SUPPLY OF AFFORDABLE NON-STUDENT RENTAL HOUSING IN ANN ARBOR AND PITTSFIELD**

GOALS	Annual	By 2035
Ann Arbor	140	2797
Pittsfield	17	342

OBJECTIVE Regional Equity and Fair Share Balance (skills, education, housing) to help ensure the County is creating an environment that is best prepared for economic growth.

METRICS Additional Affordable Supply on an Annual Basis As Noted Above

TOOLS	Inclusionary Zoning	Incentive Based Zoning	Need Based Calculations	Housing Trust Fund	Development Review
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POTENTIAL IMPACT	HIGH	HIGH	HIGH	HIGH	HIGH
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ACTIONS	<ol style="list-style-type: none"> 1. Work with legislative partners to create framework by which high demand communities can implement inclusionary zoning provisions (i.e. amend State enabling legislation to enable communities to require % of residential units be maintained affordable). 2. Work with the City of Ann Arbor to develop an Inclusionary zoning ordinance. 3. Work with the Pittsfield Township to develop an Inclusionary zoning ordinance. 	<ol style="list-style-type: none"> 1. In high demand areas, development zoning premiums or other incentive-based approaches to add to affordable and workforce housing inventory. Evaluate planned unit development ordinances in urbanized areas to recommend methods of incorporating affordable and/or workforce housing component to public benefit evaluation. 	<ol style="list-style-type: none"> 1. Develop a ratio that equates the development of commercial floor area or market rate housing floor area to a certain number of units of affordable housing required to support the new development. (i.e. the number of low income or workforce jobs that would be needed to support a particular development equate to a certain number of units to house those employees). 2. Develop a ratio that equates the addition of new high-end jobs to a community with the service sector job needed to support the growing workforce. Use this framework to help establish and update annual housing targets. 3. Develop a ratio for rental housing stock that relates current and proposed jobs in the jurisdiction/county to available/needed rental housing. Use this ratio to establish goals for new rental housing as well as affordable home ownership programs. 	<ol style="list-style-type: none"> 1. The sale of all public land will donate a portion of the provides to the trust fund. 2. Explore millage, bonds and/or other methods of assembling adequate resources to meet affordable housing unit targets based on history of unit support and projected costs of future development. <ul style="list-style-type: none"> • Seattle • Austin 3. Leverage DDA funds for affordable housing inventory. 4. Establish a Land Trust to acquire costly land (at current prices) that can be later leased to developers as a tool for achieving affordability. Traditional Land Trust activities can also be accomplished by a Land Bank with suitable statutory language in the organization's enabling charter. 	<ol style="list-style-type: none"> 1. In high cost markets, evaluate opportunity to reduce development fees and/or streamline process to promote affordable units through reduced time and/or cost of development review process. 2. Along major development corridors that span multiple jurisdictions, develop common developer procedures to help streamline and simplify developers working on cross-jurisdictional projects or on multiple projects within the corridor.
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TASK **GROW THE SUPPLY OF AFFORDABLE NON-STUDENT RENTAL HOUSING IN ANN ARBOR AND PITTSFIELD**

GOALS	Annual	By 2035
Ann Arbor	140	2,797
Pittsfield	17	342

OBJECTIVE Regional Equity and Fair Share Balance (skills, education, housing) to help ensure the County is creating an environment that is best prepared for economic growth.

METRICS Additional Affordable Supply on an Annual Basis As Noted Above

TOOLS ADUs Choice Voichers Brownfields Tax Foreclosures Tax Exemption 108 Financing

POTENTIAL IMPACT LOW - MODERATE LOW - MODERATE LOW - MODERATE LOW - MODERATE LOW - MODERATE LOW - MODERATE

ACTIONS

Encourage zoning amendments across communities to provide additional housing unit opportunities (e.g. granny flats, small accessory apartments).	Work with housing choice voucher administrators to maximize utility of vouchers by utilizing tiered structure (i.e. higher voucher limits in higher market areas, lower in areas of concentrated poverty).	Amend policy and implementation of Brownfield incentives to require affordable housing units component to any supported residential project in the target areas; Establish thresholds for implementation.	Work with County Treasurer and municipalities to determine methods of maximizing the availability of appropriate tax foreclosed parcels to increase affordable housing inventory.	Maximize use of Public Act 216 of 2006 to provide tax exemptions for non-profit ownership housing; Utilize PILOTs to reduce development and operational cost of affordable housing developments consistent with Act 346 of 196.	Evaluate methods of utilizing Section 108 loan guarantees to support affordable and/or workforce housing development.
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TASK **GROW DEMAND BY WORKING AND COLLEGE-EDUCATED HOUSEHOLDS TO LIVE AND REINVEST IN YPSILANTI**

GOALS	Annual	By 2035
City	69	1,383
Township	140	2,795

OBJECTIVE Regional Equity and Fair Share Balance (skills, education, housing) to help ensure the County is creating an environment that is best prepared for economic growth.

- METRICS**
- Housing Values That Rise at Rates > the Regional Average
 - Poverty Rates That Are Falling Towards a Target Rate of < the Regional Average

TOOLS	Invest in Q/L Amenities	Regulatory Updates	Transportation Options	Educational Policy	Neighborhood Stabilization	Limit Additional Affordable Housing
POTENTIAL IMPACT	HIGH	HIGH	HIGH	HIGH	HIGH	HIGH

ACTIONS	<ol style="list-style-type: none"> Create a capital improvements plan that is geared towards urban amenities such as parks, plazas, transportation amenities including pedestrian facilities, bike lanes, new transit stops, etc. Explore millage, bonds and/or other methods of assembling adequate resources to implement capital improvements Develop county-wide grant program for targeted for community enhancements. 	<ol style="list-style-type: none"> Update zoning ordinance to allow for higher density development along transit routes. Require high quality urban design in key areas. Curtail apartmentalization of large, single family homes Establish mandatory rental property registration and inspection program Alternatively deploy code enforcement (focus on code compliance in middle market sub areas and code enforcement in most troubled areas) 	<ol style="list-style-type: none"> Develop more robust transit options including expanded bus services and potential BRT or light rail on major corridors as well as the creation of a complete network of walking and biking facilities. Ensure that public incentives and investments in affordable and/or workforce housing are made only in instances where housing is effectively linked with public transit, non-motorized networks, and other transportation choices. 	<ol style="list-style-type: none"> Create a unified Ann Arbor, Ypsilanti School District Develop / Expand programs to provide continuing education to existing workforce in the community. Set goals for skill growth in the community each year. 	<ol style="list-style-type: none"> Focus capital improvement on amenities that improved quality of life, such as parks, and trails. Prioritize projects based on greatest impact. Create the desire for private investment in local/neighborhood commercial areas by public investment in roads and street scape in order to make them attractive to developers and business owners. In areas of concentrated poverty, target investments and incentives to projects that stabilize neighborhoods and/or improve market demand/price point as a means of de-concentrating poverty. 	<ol style="list-style-type: none"> Work with housing choice voucher administrators to maximize utility of vouchers by utilizing tiered structure (i.e. higher voucher limits in higher market areas, lower in areas of concentrated poverty) Ensure any investments in affordable and/or workforce housing meet or exceed the median cost of housing in the jurisdiction. Tie any investments in affordable or workforce housing to meaningful quality of life improvements. Work with County Treasurer and municipalities to determine methods to identify available tax foreclosed parcels and try to get them into the hands of programs like Habitat and avoid additional absentee land lords in order to stabilized/increase demand.
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TASK GROW DEMAND BY WORKING AND COLLEGE-EDUCATED HOUSEHOLDS TO LIVE AND REINVEST IN YPSILANTI

GOALS	Annual	By 2035
City	69	1,383
Township	140	2,795

OBJECTIVE Regional Equity and Fair Share Balance (skills, education, housing) to help ensure the County is creating an environment that is best prepared for economic growth.

- METRICS
1. Housing Values That Rise at Rates > the Regional Average
 2. Poverty Rates That Are Falling Towards a Target Rate of < the Regional Average

TOOLS	Balance S-D to Stabilize Prices	Home Purchase Assistance	Tax Increment Financing	Development Review	Control Land***	Energy Efficiency
POTENTIAL IMPACT	MODERATE	MODERATE	MODERATE	MODERATE	MODERATE	MODERATE
ACTIONS	<ol style="list-style-type: none"> 1. Acquire and demolish obsolete pre 1930 wood framed houses throughout the Township 2. Intervene in foreclosure process for post 1960 brick ranch homes throughout Township using an acquisition-rehab-sale process, and target finished product pricing above market 3. Provide incentive and grants to Township and City owner occupants for exterior upgrades 4. Provide incentive loans to Township and City owner occupants for interior upgrades 	<ol style="list-style-type: none"> 1. Target first time buyer programs to highly qualified working and professional households, 2. Expand on successful efforts such as LiveYpsi 	<ol style="list-style-type: none"> 1. Develop TIF districts along key corridors or other methods to move value creation between jurisdiction into most regionally impactful areas. 2. Strategically invest TIF funds into infrastructure and amenities that promote a sense of place, and quality of life. 	<ol style="list-style-type: none"> 1. In weaker markets, evaluate opportunity to reduce development fees and/or streamline process to promote market rate development through reduced time and/or cost of development review process. 	<ol style="list-style-type: none"> 1. Use County wide trust funds to acquire vacant parcels; where possible assemble large blocks of land by connecting land purchases to demolition of obsolete pre 1930s housing stocks. <ul style="list-style-type: none"> • Start with those in foreclosure process. 2. Downzone and place in conservation easement to reduce excess land supply 3. Establish a Land Bank to acquire fallow land (at current prices) that can be managed and, eventually, assembled for development as market rate housing on the demand side of the equation. 	<ol style="list-style-type: none"> 1. Develop long term quality products that use best available technology. Create long term sustainability that focuses on the health of occupants and lowers energy costs.

Best Practices for Addressing Affordability Shortages in High Cost Markets (such as Ann Arbor)

Inclusionary Zoning	Incentive Zoning	Need Based	Housing Trust Fund/Levy/Bond
Madison, WI http://www.cityofmadison.com/cdbg/iz/	Puget Sound http://www.psrc.org/growth/housing/hip/alltools/incent-zoning/	Aspen, CO http://www.aspenpitkin.com/Departments/Housing-for-Workforce/	Boston, MA masshousing.com
Boulder, CO https://bouldercolorado.gov/housing/inclusionary-housing	Seattle, WA http://www.seattle.gov/housing/incentives/LandUseCode.htm		Austin, TX http://www.austintexas.gov/2013bond tdhca.state.tx.us/htf
Montgomery County, MD http://montgomerycountymd.gov/dhca/resources/files/director/housing_policy/housingpolicy2012_draft.pdf	New York City, NY http://www.nyc.gov/html/dcp/html/zone/zh_zoning_tools.shtml		Seattle, WA http://www.seattle.gov/housing/levy/ housing.ocd.wa.gov
Sacramento, CA http://www.shra.org/LinkClick.aspx?fileticket=XZQq8ExTDCU%3d&tabid=143&mid=418	Cambridge, MA http://www.cambridgema.gov/CDD/housing/fordevelopersandpropmanagers/incentivezoning.aspx		
Barnstable, MA http://ecode360.com/6556730			
New York City, NY http://www.nyc.gov/html/dcp/html/zone/zh_inclu_housing.shtml			
Seattle, WA http://clerk.seattle.gov/%7Escrips/nph-brs.exe?s1=&s3=31551&s2=&s4=&Sect4=AND&l=20&Sect5=RESNY&Sect6=HITOFF&d=RESF&p=1&u=%2F%7Epublic%2Fresny.htm&r=1&f=G			

Best Practices for Addressing Demand Problems in Weak Markets (such as Ypsilanti - City + Township)

Use of Vacant Parcels	Healthy Neighborhoods	Using Major Institutions	Historic Preservation	Scaled Redevelopment
<p>Pittsburgh, PA https://gtechstrategies.org/wp-content/uploads/2013/10/VacanttoVibrant.pdf</p>	<p>Baltimore, MD http://www.healthyneighborhoods.org</p>	<p>Philadelphia, PA https://www.fels.upenn.edu/news/new-report-urban-revitalization-1</p>	<p>Frederick, MD http://www.downtownfrederick.org/downtown-history</p>	<p>Denver, CO (LoDo) http://urbanland.uli.org/development-business/from-skid-row-to-lodo-historic-preservation-s-role-in-denver-s-revitalization/</p>
<p>Louisville, KY http://www.metropolitanhousing.org/get-involved/louisville-vacant-properties-campaign/</p>	<p>Milwaukee, WI http://city.milwaukee.gov/HealthyNeighborhoods#.VKb-sluppFI</p>		<p>Durham, NC http://durhamnc.gov/ich/cb/cdd/Pages/ssd_revit.aspx</p>	<p>Baltimore, MD (EBDI) http://www.ebdi.org</p>
	<p>Jamestown, NY http://jamestownrenaissance.org/neighborhoods/</p>			<p>Oakland, CA http://www.downtownoakland.org</p>
	<p>Battle Creek, MI http://www.nibc.org/#&panel1-1</p>			
	<p>Chattanooga, TN http://choosechattanooga.com/neighborhoods/</p>			
	<p>Oswego, NY http://www.oswegonyonline.com</p>			

APPENDIX

Survey and Interviews

ADDITIONAL QUALITATIVE FINDINGS FROM INTERVIEWS

Significant feedback was obtained from a large volume of interviews. There was widespread agreement that the community overall faces some hard choices. Likewise there was general agreement that the issues facing one community - while connected - are not the same as those facing others. There was consensus that Ann Arbor is a strong market with an acute affordability challenge; and agreement that Ypsilanti is a weak market with equally acute challenges, but of a different nature. An additional common recognition was the acknowledgment of the limited capacity of the nonprofit development sector.

1. While most believe the region values the need for affordable housing, there is a sense that the region lacks a common definition or understanding of what affordable housing is.
2. There is a strong interest in addressing affordable housing needs in the region in a balanced, thoughtful way.
3. There is some confusion about what affordable housing is (meaning); we were told that some residents have been critical of people that may live in affordable housing even when the new residents would have the same income as the current residents.
4. Some have indicated that issues of race and ethnicity play into where the community wants to put and have affordable housing, but that these issues are not often discussed in public. This contrasts with many public statements about the value of diversity. The question appears to be how that value is supported and implemented through planning and services.
5. Racial and ethnic diversity is a value shared throughout the jurisdictions. But it is a spoken value not revealed in objective data regarding settlement patterns, market values, school district boundaries, and livability. Residential segregation analysis by both the Brookings Institution and the Institute for Social Research at the University of Michigan Social Science Data Analysis Network) speaks clearly to this issue.
6. Most people say they don't want rising housing values to push their neighbors out of their community.
7. The recent regional mass transit plan is an example of multi-jurisdictional collaboration. There have been other regional efforts around policing and others that indicate an ability for the region to cooperate.
8. Mass transit is seen an important part of regional housing, development and economic planning.
9. When talking about affordable housing, people emphasize the need to encourage people to live near where they work and the goal of giving residents a range of housing choices. This idea of workforce housing was regularly identified as a priority.
10. Preserving workforce units - especially as prices are rising and older low income tax credit projects age - may not be getting the focus it deserves, given that the public has focused on, especially in Ann Arbor, the housing options for the very lowest income households.
11. There is considerable civic and policy focus on people under 30% of AMI, especially the homeless, and especially in Ann Arbor. Many commented that public money should focus on helping those under 30% of AMI.
12. Still, generous supportive services for people under 30% of AMI (area median income) in Ann Arbor have attracted people from outside the county to Ann Arbor. This has raised concerns about the sustainability of these programs.
13. The fact that most of Ann Arbor's housing vouchers are used outside the city has created a services imbalance as other communities, often with fewer resources than Ann Arbor, are pressed to provide supportive services to high concentrations of voucher residents.
14. There is a struggle between housing advocates that want to build in lower cost jurisdictions to maximize their investments and people in those jurisdictions concerned about the pressure on their local budgets and overall economic prospects from over concentration of any one type of housing or a lack of alignment between housing and jobs.
15. Existing zoning (density, parking, height, design) can make it hard to provide under 30% AMI housing as well as other levels of affordable housing.
16. Some in Ann Arbor have suggested local zoning and land-use could be modified to encourage transit, discourage cars, and provide for more affordability, as well since providing parking spaces for cars. But this costs extra money. It was raised a few times that changing city parking

requirements away from a minimum parking requirement would open up more options for mixed use, transit projects that support a range of housing prices.

17. While the student population is not growing very fast, there are concerns (completely validated by quantitative analysis) that new student housing is driving up the cost of housing in Ann Arbor as developers focus much of their attention on high-end student housing.
18. People want to make sure seniors can age in place and/or live in the community for the long term. Many have criticized the state policy that pushes seniors to stay in their current home at a lower tax level because it functions as a disincentive from moving into a smaller and more manageable home.
19. Some suggested that more assisted living, co-housing, rooming and/or co-operative housing options for seniors would be helpful. These housing approaches could be a beneficial tool to support regional affordable housing goals.
20. A number suggested greater density in urban areas would help the region provide a range of housing prices and affordability. Jurisdictions in the region clearly understand the benefit of mixed-use, higher density development clusters in areas with appropriate transit services and their master plans reflect this. But recent development projects, where developers built less than they otherwise could due to concerns about market demand, parking, neighborhood concerns, demonstrate that achieving this development vision can be difficult. Some believe the government should be stronger about enforcing master plans and the calls for mixed income, mixed use development.
21. Urban infill, government owned land and the Washtenaw Avenue Corridor regularly come up as the best opportunities for bringing a range of housing options to the area. Also, Reimagine Washtenaw came up repeatedly as an important regional project that can help foster the collaboration and regionalism needed to also address a balance of affordable housing options. But it was stressed that this project can't address all the affordability issues.
22. Where possible, the jurisdictions want to protect rural areas and prevent sprawl. This is important for environmental, quality of life and infrastructure reasons. It was not generally acknowledged that such aims increase the cost of housing.
23. There is a sense that area developers are not as committed to affordable housing or mixed-income/mixed-use housing as they could be. It was suggested a few times that the local development community needs to be augmented by outside developers with experience in mixed-use-mixed-income projects.
24. A number expressed frustration about lack of inclusionary zoning powers due to state law, though many suggested zoning could still be used to encourage a range of price points.
25. There may be an opportunity to work more closely with developers to provide workforce housing options in the area. Public-private partnerships to create affordable housing have not been as common as some believe they should be. Most said that there is limited collaboration with developers today. Many suggested that there are not enough market-driven developer projects to generate a lot of affordable housing and that more pro-active efforts using publicly owned land and, perhaps even publicly purchased land, would be needed.
26. It can be hard to get private land-lords and apartment companies to accept vouchers or ex-felons. Both policies make providing affordable housing for especially lower income populations hard.
27. There is natural civic tension between doing what is needed to respond to the housing market so that a community can provide a range of affordable housing options and community concerns about change and density. Many indicated that people in the community are concerned about the scale of buildings created obstacles to building affordable housing. We also heard clearly that there are many that associate their community's charm, sustainability and social equity as coming from the diversity and types of people that can live there. But what we heard varies. (The sentiment in Ann Arbor is not the same as the view in Ypsilanti.) The perspective in Ypsilanti Township is not shared by everyone else, and vice versa. Markets with different strengths produce people with different viewpoints.
28. There is concern from some that taking a don't change, low density approach will essentially drive up home values, create sprawl, exasperate traffic and lead to a less balanced region.
29. Carrot Way came up a number of times as a good model for an affordable housing project with people suggesting it should be replicated.
30. Many believe that there is a lot of interest and value in using areas outside Ann Arbor as the affordable housing for the region because they are less expensive and government subsidies can go further. This

is tempered by the fact that people outside of Ann Arbor are worried about over concentration of low income housing and the overall balance of housing options in their communities.

31. Outside of Ann Arbor there is concern about the amount of rental housing. They have a desire to see more affordable home ownership options. Since the recession, some areas have seen a substantial change from home ownership to rental.
32. As already stated, housing vouchers for Ann Arbor are most often used outside of Ann Arbor and are creating concentrations of vouchers in a few limited areas. This creates demand for supportive services (jobs, mental health, public safety, etc.) that these communities can't afford. Prisoner re-entry programs often send people to the same communities and these residents (as well as those exiting homelessness) have similar needs for support services. It also creates anger and frustration in the receiving jurisdictions.
33. Some expressed concern that the region may lack the staff resources and capacity to support a truly collaborative approach to affordable housing. Others suggested that the County is well positioned to help coordinate and catalyze regional collaboration through the management of grants as well as staff support.
34. There is general agreement that residents of each jurisdiction should have multiple choices about where they can live and that there should

be a balance of housing options. No one jurisdiction should have all the high income or the lower income housing, but there are different views about what balance and regionalism mean with some saying it means somebody else takes more and few saying it means they should take more affordable housing. Everyone generally agrees that affordable housing is important, as long as it is located someplace else.

35. Sustainability is integrated into area master plans, transportation, energy and civic planning, but generally speaking is not directly associated with housing affordability. There are some current efforts to make affordable housing more energy efficient. There is a sense that sustainability could be more clearly aligned with affordable housing as the two go hand in hand.
36. Schools play a significant role in how people think about where they live and the value of the housing. Communities that are a part of the Ann Arbor school district have a clear real estate advantage; This does impact the balance of housing choices in the region.
37. There is a sense that more focused political leadership would help affordable housing issues and that the area lacks clear metrics or goals. Past efforts with specific numerical goals failed, so some have also suggested that the focus should be on projects instead.

SURVEY REVIEW

1/3 of homeowners surveyed (321) are concerned (119) that they couldn't buy their own home if they tried to do it today.

64% of survey respondents are pretty happy about where they are living now. 20% ready to move if they can afford it.

80% of those contemplating moving in the future are focused on quality of life and cost. Some mentioned work, changes in relationship status, a desire for something new (e.g. warmer weather, country living) as driving their desire to move.

Safety (19%), Affordability (16%), Schools (15%), and Employment options/jobs (11%) are seen as the top public priorities.

40% live where they are due to quality of life, 31% for cost/affordability reasons, and 28% because it is close to work. Others indicated they live where they do so they can live near family and friends; the need for a larger or smaller house; a change in their relationship status (married, single, etc.); retirement; eviction; safety; a desire for something different (e.g. rural living); needing a place for dogs; needing a place for kids, and; that their previous rental building had been sold.

80% see community sustainability as an important value, including making sure a broad range of people can live in a community (50%), a sense of social justice (44%), protecting community assets (36%), ensuring people that grow up in the community can live there (36%) and about 33% identifying clean water and mass transit as important for sustainability.

Others, when asked about lost affordability, brought up concerns about gentrification, increased foreclosures, increased homelessness, segregation, and longer commutes.

Feedback on Purpose and Value of Affordable Housing

The top goal identified for affordable housing was making sure people have choices about where they live (62%). 48% said affordable housing is necessary to help their community thrive. 41% said the ending

homelessness is a major goal. 37% said helping seniors age in place was a top goal. 37% said helping people live near their jobs was an important goal.

The top purposes identified for affordable housing are: 69% housing for working families; 56% entry level rental options; 52% Homeless housing options; 51% senior housing, first time home buyer and general home ownership options.

84% believe that affordable housing is an important issue and 86% believe it is important that people living in their community now can continue to live there into the future.

46% of respondents think others in their community are worried that affordable housing will hurt their home values. 36% think their neighbors believe affordable housing should be somewhere else.

31% of respondents think others in their community want to live in a place with a range of housing options.

31% of respondents think there is modest interest in affordable housing issues amongst their neighbors.

34% are concerned that lost affordability will make it harder to fill jobs in the community and

32% are concerned that lost affordability will contribute to increased traffic and congestion.

49% believe families with children need the most help with affordable housing. 45% say the homeless. 39% say entry-level workers. 37% say seniors.

Why is affordable housing important?

(summary of written responses)

- It is needed to attract and keep community diversity and talent; we need housing for people that work in and contribute to our community.

- It is important to have options for people to buy housing so they can put down roots and become a part of the community.
- Important to attract and retain young people who contribute to workforce and put down roots.
- People shouldn't have to be homeless.
- People should be able to live near where they work.
- It is an important part of dealing with congestion and sprawl.
- Because many of us could need a different housing option at some point.
- Housing is critical to a person's ability to work and get ahead.
- People should have housing choices.
- To attract new families to an area and to create safe places for children to grow up.
- Single parents need affordable places to raise their families.
- So our children can move back and live where they grew up.
- It is a human right. Social justice is a core community value.
- It helped me.
- People deserve a safe, clean place to live.
- A strong community should not exclude low-income people.
- A strong community has people from all backgrounds and economic levels.
- People with developmental disabilities and mental illness should have places to live in a community.
- The new housing being built is too expensive.
- People shouldn't be priced out of their communities/homes/apartments.
- It is very hard to find a place to live (especially in Ann Arbor).
- Ownership opportunities are too limited for folks; there are not enough affordable choices.
- People shouldn't have to choose between food and rent.
- It is hard to save to buy a home if you can barely afford your own rent. This makes it hard to climb the economic ladder.
- We don't have enough options for seniors to live in.
- Affordable housing in Ann Arbor would increase access to good schools.

Why is it important for people to be able to continue to live in their current community?

(summary of written responses)

- A stable community should have a mix of people, talent, backgrounds.
- Family and community stability require people to have the ability to live in their community for a long time.
- To prevent/slow gentrification.
- The residents are the character and most valuable assets of a community.
- Contributes to strong neighborhoods; long term residents are more civically active.
- If people don't think they can keep living in a place, they are less likely to help improve it or to participate in civic life.
- I want to stay in my community.
- Helps promote pride in the community; community roots get stronger the longer somebody lives in a place.
- People should be able to stay in a community they enjoy.
- Fairness.
- Contributes to community balance and sustainability; community is based on long-term relationships and shared experiences.
- Stability helps contribute to economic base of a community.
- A true community should support people at every stage in their life; Aging in place is important.

What is quality of life?

(summary of written responses)

- A safe and well maintained neighborhood.
- A place you can safely walk around; the ability to walk places.
- Quiet.
- Access to parks & green space. Trees and grass.
- Neighborhood with kids & sense of community.
- Great neighbors.
- Civic pride.
- Grocery stores.
- Access to arts and culture and entertainment.
- Transportation options (walking, biking, transit).
- Access to health care.
- Access to friends.
- Access to farmer's markets and local food choices and local farmers.

- Access to libraries.
- Good schools nearby.
- Diversity.
- Time to spend with friends and family.
- Quality landlords that are available and provide good customer service.
- Access to restaurants.
- Vibrancy and activity.

What should affordable housing look like?

(summary of written responses)

- Safe.
- Clean and well cared for.
- Well-built.
- Need to fix derelict buildings.
- Affordable housing should be energy efficient.
- Close to good schools.
- It should allow people to have disposable income for other needs.
- It needs to be transportation and transit accessible (need more of this).
- A part of a stable community.
- It should ensure people have choices as to where they can live.
- Close to work. Affordable homes should be within two miles of a job.
- It should be in mixed-income settings. [very strong comments about not segregating housing types].
- Must be compatible with surrounding neighborhood; Should look like the other housing that is near it.
- There should be a range of housing types in every neighborhood for different life stages.
- Denser urban areas with greater mix of housing price points.
- It should not be concentrated; it should be integrated & blended throughout community.
- Smaller scale housing units that are more affordable.
- It should provide options for families. We need more family sized housing.
- Options for working families and retirees.
- Avoid city-owned housing; focus on private-ownership rental.
- Explore market-based affordability rather than government subsidies; zoning and density should be tied to market-based affordability.

- Affordable housing needs to include ownership options, not just rental.
- Ownership is important. Co-ops could be a good form of ownership to encourage.
- Rental and purchase options mixed together.
- Opportunity for long-term living to put down roots in the community.
- Should encourage personal responsibility, growth and ownership.
- Co-housing options should be explored.

Regional Coordination + Balance

88% of respondents believe that communities should provide a range of housing options and types for their residents.

65% don't think there is a fair distribution of housing types in the county. 41% would like to see more opportunities for people to live where they work. 29% wants to see more balance of housing affordability options. 19% wants to see more affordable entry-level housing options.

65% of respondents believe that their community should provide a range of ownership and rental options and need to do more to make this happen. 21% think their community is already doing enough.

83% would like to see coordination between jurisdictions on affordable housing issues, but only 9% think this coordination is already happening.

45% believe different areas of the county currently have different roles with regard to affordable housing...

What does that mean?

(summary of written responses)

- Clearly some areas have more affordable housing than others; all areas should have affordable housing - there shouldn't be a "poor" area.
- Ann Arbor has more subsidized housing, but outside areas are more affordable.
- Ann Arbor should do more. It has become very expensive.
- Ann Arbor needs to focus more on making housing affordable for working people.

- Ann Arbor provides a lot of services, but other areas of the county have greater numbers of people with needs.
- All of the new development in Ann Arbor is high-end and expensive for people to afford.
- There are options, but not enough.
- Ypsilanti seems to be more diverse and affordable than Ann Arbor.
- Ypsilanti houses a disproportionate amount of the county's affordable housing.
- Ypsilanti isn't as supportive of new affordable housing as other areas.
- It appears that some think Ypsilanti should solve everybody else's affordable housing and workforce needs.
- Rentals are concentrated in the eastern end of the county.
- Ypsi/Eastern Washtenaw generally has enough affordable housing and need to focus on stabilizing neighborhoods, fixing the public schools and getting people good jobs, and encouraging home investment.
- Service needs are concentrated in the eastern end of the county.
- Western Washtenaw, Chelsea and Dexter in particular, are fast becoming retirement centers for wealthy baby boomers & should maybe start thinking about affordability now while space is still available.
- Urban areas have a greater role to play due to proximity to jobs and transit; the more urban an area is, the more important affordable housing is for workforce needs.
- If you have employment, you should have housing near it.
- There should be a variety of people and housing everywhere; everybody has a role to make sure people have housing options.
- Some areas of county are very expensive; wealthier areas of county should do more.
- Some areas of county have disproportionate share of housing vouchers.
- Need more transit services to support housing options for people.
- We need a regional approach rather than each jurisdiction having a different model.
- Every community needs a health triple bottom line--socially, economically and environmentally--to become truly sustainable.
- Diversity is not spread evenly throughout the county - the county seems very segregated in terms of housing.
- Less dense areas are pushing the more urban areas to cover the needs for affordable housing.
- Some places are trying to ban affordable housing.

- Areas with the most transit and services should support the most affordable housing.
- The County is balanced overall.
- The decisions about balance should depend on each community's unique needs.

What does “fair” mean with regard to affordable housing distribution?
(summary of written responses)

- Every jurisdiction has a role in helping provide the region's housing needs for all income levels; each community has some reasonable degree of diversity of housing options and price points.
- No one community (or two) should have to bear a disproportionate share of low income housing; over concentration isn't fair.
- We should have a fair distribution of tax base so lower cost, lower tax producing properties are not concentrated in one area.
- Ann Arbor, Saline, Dexter and Chelsea should play more of a role.
- We should work to distribute rents/housing choices based on average wages in an area.
- If 20% of the jobs in a town pay poverty-level wages, then 20% of the homes in the town should be affordable to those workers who live in poverty.
- Housing should be available within a 45 minute commute to work or less.
- If you can be employed in a community, you should be able to live there.
- Minimum wage should enable you to find housing that is safe and clean.
- Teachers, firefighters, police officers should all be able to live in the community they work in.
- You should not have to earn 6 figures to live in the community.
- Paying a fair rent (30% of income)
- We need more affordable options near transit lines.
- More opportunities for families with kids.
- People shouldn't have to choose between good schools for their kids and affordability; the best schools should be available to all communities
- People should have a chance to get on their feet, but should not get a free ride.
- People should have a chance to live in a community and get ahead.

- People shouldn't get special deals based on their income — fair is everybody pays the same for the same house.
- Ex-felons should have a chance to re-start their lives
- Elderly and disabled should be able to live in their community.
- Every community should provide a certain amount of housing options for those with disabilities, senior citizens, and the poor because that is the decent thing to do.
- We should have either a "fair share" housing provision (each local unit provides a percentage of the region's affordable housing equal to its percentage of the region's total population) or an "impact fee" approximation of such a system, in which units that don't provide housing units provide financial support to those who do.
- There should be a sliding scale of income to rent payment.
- Housing choices should take into account all aspects of a person's life. Look at poverty issues and disability issues that affect a person's income.

What affordable housing policies and programs are you most familiar with?

(summary of written responses)

- Low income tax credits (some would like them to allow for more mixed income projects).
- Community Development Block Grant Funds.
- HOME Funds.
- Section 8 Vouchers (frequently mentioned, many concerned about concentrating poverty or concerns about being bad neighbors, many also say they work when they are available but that they are not available in all communities or usable with all land-lords and the waiting lists are too long).
- Habitat for Humanity (most commonly cited) people want to see it used more.
- Avalon (mentioned multiple times as needing more support, as providing good supportive services).
- RAAH.
- Shelter Association.
- Ann Arbor Housing Commission.
- Ann Arbor and Ypsilanti Housing Authorities.
- HOPE 6.

- Public housing projects raised as being unsafe while others talked about how vouchers work and that more are needed (and they should be accepted in more places).
- Co-ops do work.
- USDA Rural Homeowners Program.
- Strong comments about the value of mixed-income development (we don't want segregated areas).
- Rent controls like in NYC.
- Concerns raised about effectiveness of developer contributions and small projects to impact market forces.
- Increase housing first funding.
- Should offer tax incentives so people can live closer to work.
- Inclusionary zoning (mentioned a few times to help create mixed-income housing options).
- Fair share housing (per-community).
- Twin Cities Fiscal Disparity Act / tax-base sharing -- in part, approximates a per-community payment-in-lieu fair share housing system; regional shift in property tax revenues from communities with high taxable value per capita to those with low, so that cities hosting more low-income residents (and low taxable-value housing) can address the service needs they have.
- Tenant right of first refusal.
- There are few programs to help seniors.
- Should have local land trusts to hold land to help with affordability.
- Housing first policies.
- Should have a larger housing trust fund.
- Shared Tax District between jurisdictions to address infrastructure and housing needs.
- Some concerns about concentrated low income housing in Ypsilanti.
- Concerns about low income tax credit projects expiring and people being priced out.
- MSHDA downpayment assistance program helps homebuyers with the substantial financial burden of the downpayment on a mortgage.
- Plan to end homelessness needs to be updated.
- Concerns about subsidized housing producing dependency.
- Step Forward Michigan.
- Interfaith Hospitality Network.
- Some think the focus should be on education not on housing.
- Some want "granny-flat" rental options
- Hamilton Crossing pointed to as a good project.
- Delonis and Alpha House. Need more of these and mental health services.

- Water street
- 1st ave
- Paradise manor
- University Townhouses
- Arrowwood mentioned a few times as a good project

What would you do for affordable housing if you could do anything?
(summary of written responses)

- New, denser mixed use and mixed income development near all transit lines in region.
- Increase affordability in downtown areas with the most walkability, jobs and transit
- Allow for more density.
- Have a mix of housing in every neighborhood; balance in the region.
- Provide more home ownership options.
- Prevent sprawl; halt all development on agricultural land.
- Stop McMansions.
- Increase housing supply along key corridors, including both subsidized and market-rate housing.
- Don't allow developers to tear down modestly-priced housing.
- Stop building luxury apartments.
- Don't segregate or concentrate — integrate.
- Expand transit routes (have more buses to and from Chelsea, Dexter, Canton and add Saline)
- Make sure all affordable housing looks nice and is something we can be proud of.
- Make units small so they are more affordable (e.g. 800 sq ft); make sure zoning allows smaller homes (e.g. more affordable)
- Make all affordable housing energy efficient.
- Support small, modest apartment units/buildings throughout the urban areas.
- Allow ADUs in Ann Arbor.
- Provide more starter homes for young families.
- More rental options for young professionals just starting.
- More affordable first time home buyer options.
- House young families with seniors so the seniors can help with the kids
- More co-ops.
- More senior housing options.
- Affordable 2 bedroom apartments.

- Affordable 3 bedroom purchase options/starter homes.
- More infill housing.
- More housing for non-students in Ann Arbor.
- Less low income housing in Ypsilanti.
- Something near Chelsea that is affordable.
- Change state law to allow inclusionary zoning.
- Expand incentives for developers to include affordability benefits in market-rate housing developments.
- Increased government investment/subsidy.
- Expand Ann Arbor's housing trust fund.
- Rebuild all current public housing.
- Eliminate housing waiting list.
- More options for use of section 8 vouchers.
- Expanded voucher program for more people at a range of income levels.
- Increase use of habitat for humanity.
- Provide vouchers targeted for senior citizens.
- More housing re-habitation funds for seniors and others.
- More support services (mental health, social workers, jobs programs) for people in subsidized housing.
- Make sure people living in subsidized housing take care of their homes.
- Increase subsidized housing options for working - poor with incentives for them to maintain their units.
- Help people with underwater mortgages.
- Lower taxes.
- Continue building the Sister Yvonne Gelise Fund for Supportive Services.
- Reclaim abandoned properties for affordable housing. Use housing funds to buy up low cost housing and work with habitat for humanity to then re-sell it; Take over all vacant properties fix them up.
- Bring in more outside capital to the area to invest in housing choices.
- Put less money into housing first and more into first time home-buyers and workforce housing needs.
- Increase the living wage in county.
- More job training so people could work and afford housing; attract more jobs to area.
- Provide more security in neighborhoods with a lot of affordable/public housing.
- Provide rent to own housing options.
- Develop rent control policies.
- More Avalons.

- Work collectively as a region; create a region-wide plan.
- County-wide affordable housing trust fund paid for through millage.
- Create a community/regional panel to oversee these issues on a regional scale.
- Create some sort of income metrics to guide plans.
- End homelessness.
- More safe shelters, especially for women and children.
- Improve options for Camp Take Notice.
- More emergency housing options.
- Just let the market do what it does - don't try to control it.
- Work with private investors instead of government.
- Remove the fear and bias from this issue - eliminate the stigma.
- Make sure everybody could find a place to live.
- Working people, seniors, vets, families all deserve places to live.
- Make sure everybody has access to a great education.
- Make sure everybody has access to healthy, local, foods
- More housing options, with services, for people with mental illness.

70% think developers should do more to help with affordable housing...

What does that mean?

(summary of written responses)

- They need to set aside more units as affordable.
- There should be more incentives for developers to create affordable housing.

- We need them to stop building luxury housing — they are only focused on expensive homes and condos.
- They need to put more work into making inexpensive housing look good.
- They are only focused on profit, so their profits should be tied to affordability.
- They are not building mixed income and mixed use buildings that we want
- We need more Avalon's.
- We need inclusionary zoning.
- Should require smaller homes integrated with larger, more expensive ones.
- Unless they are forced to, they won't do it.
- They should have to build on transit and infrastructure corridors... stop sprawl.
- Need to build more small, starter homes.
- When developers do try to build affordable housing, the community opposes it and/or it is struck down by the local government; developers need confidence their affordable projects have a fair shot to move forward.
- Ann Arbor's extra floor space premiums for developers have not been working.
- Zoning restrictions make it hard for developers to expand housing supply and thus impact supply and demand pressures.
- Developers focus a lot on the student market, not the workforce market.



January 12, 2015

Ms. Brenda Stumbo, Township Supervisor
Ypsilanti Township Board of Trustees
c/o Ms. Karen Lovejoy Roy, Ypsilanti Township Clerk
7200 S. Huron River Drive
Ypsilanti, MI 48197

Dear Ms. Stumbo,

The HRWC is working to promote the Huron River Water Trail as a premier destination for river recreation as part of its RiverUp! program. HRWC investments in infrastructure being made to enhance the recreational experience include improved launches, portage trails, signage, and publishing of the Paddler's Companion, a guidebook for paddlers exploring the river (<http://huronriverwatertrail.org/>). Creating safe portaging conditions at the Ford Lake Dam is one of many projects designed to make exploring the Huron River Water Trail a safe and enjoyable experience.

The Huron River Watershed Council (HRWC) is proposing to build a new canoe/kayak launch and associated directional signage at the Ford Lake Dam to facilitate portaging for paddlers around the dam. The currently-designated portage on the south side of the dam is steep and difficult to navigate. The existing upstream landing requires navigating over large riprap boulders. Paddlers then carry their boats and gear up the steep embankment to the edge of Bridge Road where they are forced to climb the guardrails on either side of the road. Once across the road paddlers navigate the steep trail down the embankment to the downstream side of the dam where they carry their boats and gear to a poorly-defined launch area that is dangerously close to the tailwaters of the Ford Lake Dam. Moving the designated portage to the north side of the dam will provide a smoother landing, safer road crossing (with no guardrails to climb over), and a downstream launch site in calmer waters.

We met on-site with Mike Saranen and Art Serafini earlier this year to discuss the proposed project and identify the site of the proposed downstream launch. We have also met with Angela Verges, the new Township Recreation Services Manager and the Township Park Commission (YTPC). During these meetings we received the following comments:

Parking: At our meeting, Mr. Serafini recommended that boulders be placed around the existing gravel area where anglers currently park when shore fishing in the area. The purpose of the boulders would be to define the parking area and maintain a clear path for paddlers to carry their

boats and gear past the parking area to the downstream launch. Subsequent investigation revealed that the parking area is on private property associated with the Lakeshore Apartment complex. We contacted the owners who indicated that they would be willing to work with us on the project at a later date once future plans for developing the vacant land on the west side of Bridge Road were vetted with the Township. Therefore, no changes to the existing parking area are proposed at this time.

Location of upstream landing: Mr. Saranen recommended that the upstream landing be located a minimum of 300 feet from concrete spillway of the dam. However, it was noted that complying with this recommendation would place the landing on private property and require removal of trees and shrubs from the shoreline. The proposed location is located approximately 200 feet from the spillway and beyond the limits of the area that is cordoned-off with buoys. Mr. Saranen agreed that the proposed landing location appeared to be reasonable and noted that the Federal Energy Regulatory Commission would be reviewing the project once upon Township approval.

Safety: The members of the YTPC were hesitant to comment on the safety of the existing portage or the proposed project since members felt that this is beyond their area of expertise. HRWC would like to reiterate that the proposed location is safer than the existing portage location. The existing location requires navigation across uneven boulder riprap, up and down steep embankments, and over two guardrails on either side of Bridge Road. The proposed portage avoids the riprap, involves flatter slopes and does not require boaters to climb over any guardrails. In addition, the proposed downstream launch is located more than 2,000 feet further downstream from the dam in calmer flow conditions.

Potential impact on fishing: The area of the proposed upstream landing is currently used by anglers fishing from the shore. Encounters between anglers and boaters (motorized and non-motorized) are not uncommon at boat launches. Typically, when paddlers encounter anglers at boat landings, they wait until the angler has a chance to pull in their line or move out of the way before coming ashore. Once ashore, paddlers quickly move their gear and boats out of the way and the anglers can resume fishing. In our experience on the Huron, anglers and paddlers each tend to observe common courtesies when encountering each other and conflicts, if any, are few and far between. HRWC is prepared to install signs with language proposed by the Township to further minimize the potential for conflicts if the Township would like. It should be noted that anglers have access to the entire 700 foot-long face of the dam and embankment as they are not confined by the safety buoys around the spillway.

It is our understanding that the next step in the Township review process is review and approval by the Township Board of Trustees. We are planning to attend the January 20 meeting to present the proposed project and address any questions that the Board may have. We are attaching an overall plan for the project and construction details for the proposed canoe/kayak launch for your review.

Once we receive the Township's approval, we can proceed with submitting a permit application to the Michigan Department of Environmental Quality and the correspondence with the State Historic Preservation Office, U.S. Fish and Wildlife Service and Michigan Department of Natural Resources Fisheries Division necessary for a clearance from the Federal Energy Regulatory Commission.

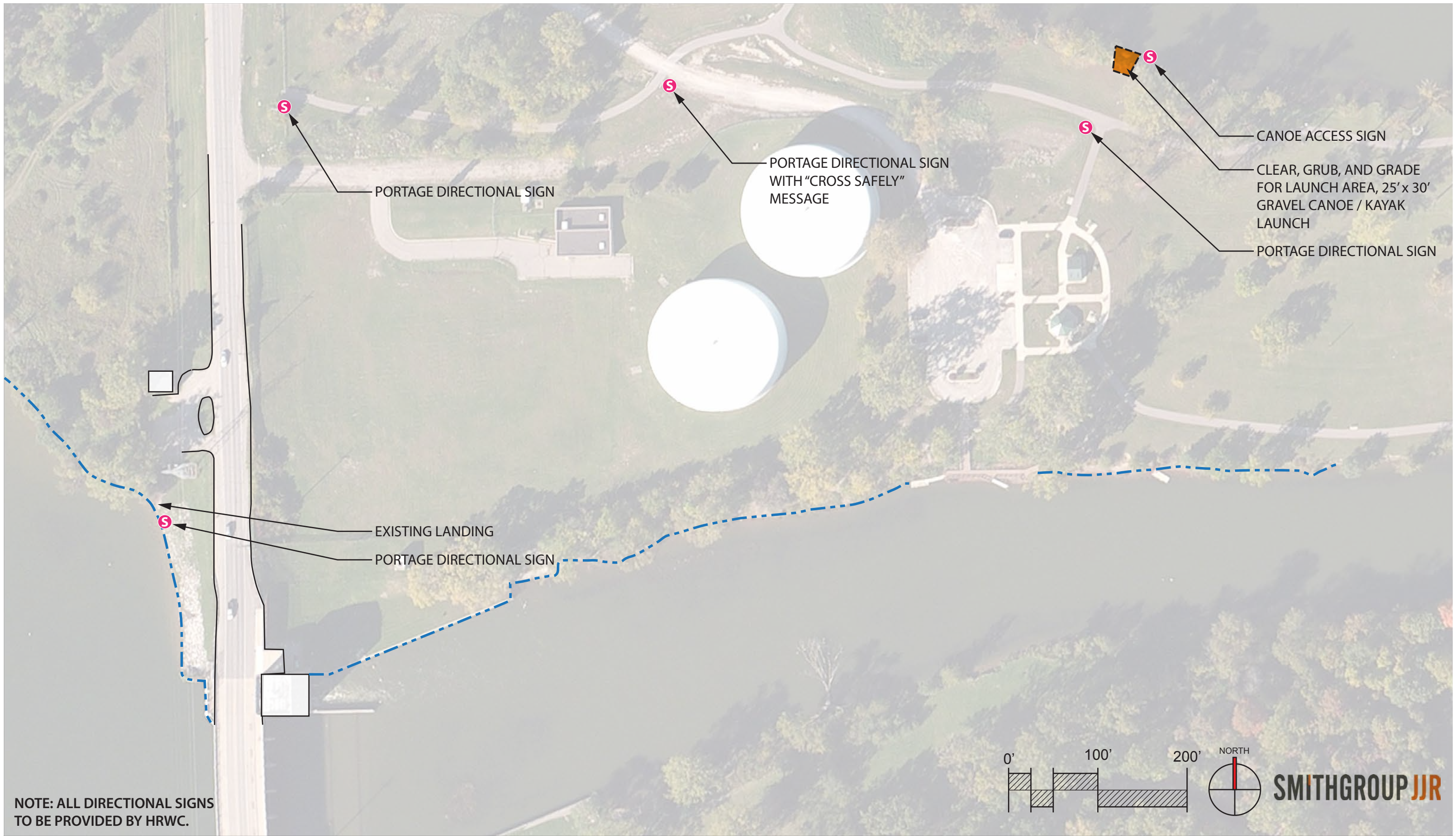
We look forward to working with you and your colleagues towards the successful completion of this project. If you have any questions or need additional information, please let me know. I can be reached at akline@hrwc.org or 734-904-1979.

Sincerely,

Andrea Kline, Construction Manager

cc: B. Stumbo, J. Allen, J. Lawson, M. Saranen – Ypsilanti Township
E. Riggs - HRWC

Attachments: Phase I master plan
Launch construction documents



NOTE: ALL DIRECTIONAL SIGNS TO BE PROVIDED BY HRWC.

0' 100' 200' NORTH

SMITHGROUP JJR

PROPOSED N. HYDRO PARK CANOE/KAYAK PORTAGE

Concept Plan

09.18.2014

LAUNCH LAYOUT, GRADING AND MATERIALS PLAN

NORTH HYDRO PARK CANOE/KAYAK PORTAGE

DRAWING TITLE

PROJECT NAME

YPSILANTI TOWNSHIP, MI

HURON RIVER

50674.000

AUG. 20, 2014

1"=20'

4 OF 10

PROJECT LOCATION

WATERBODY

SGJJR PROJECT #

DATE

DRAWING SCALE

DRAWING NUMBER

CUT AND FILL VOLUMES BELOW 100 YEAR FLOOD ELEVATION (± 656):

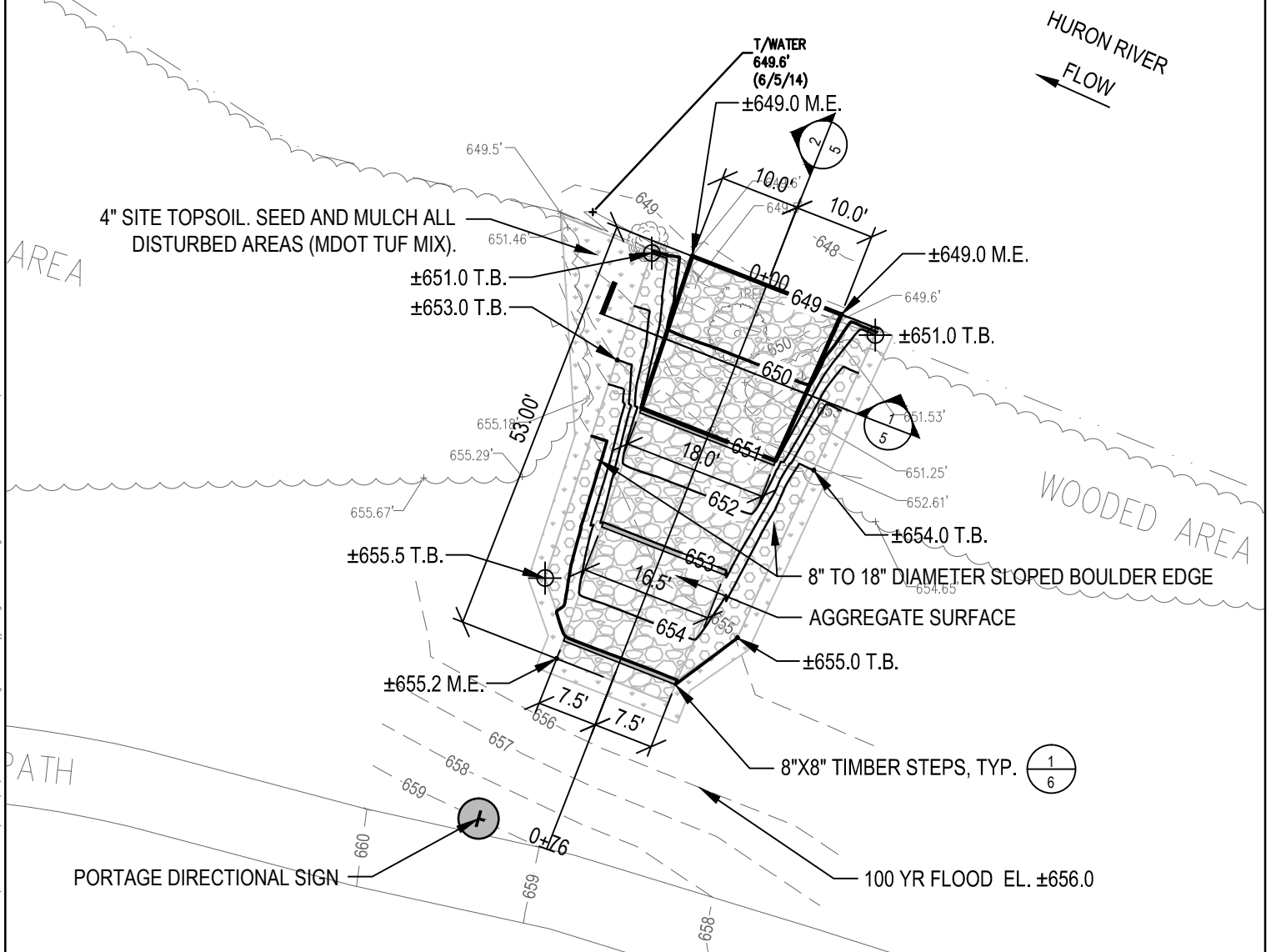
EARTH CUT = 144 CY
 EARTH FILL = 4.7 CY
 AGGREGATE STONE FILL = 39.5 CY
 BOULDER FILL = 33.3 CY
 TIMBER FILL = 0.7 CY
 NET = 65.8 CY (CUT)

M.E. = MATCH EXISTING
 T.B. = TOP OF BOULDER



NOTES:

1. DISPOSE ALL SURPLUS SOIL OFF-SITE.
2. RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO PRE-CONSTRUCTION CONDITION.
3. GRADE TOLERANCES ARE $\pm 6"$ FROM SPECIFIED ELEVATIONS.
4. ALL WORK (INCLUDING LAYOUT AND MATERIAL PLACEMENT) SHALL BE COORDINATED WITH AND VERIFIED IN THE FIELD BY HRWC CONSTRUCTION MANAGER PRIOR TO INSTALLATION.



FILE: P:\50674.000\CAD\C\50674_LAYO.dwg USER: jyoung DATE: Aug, 19, 2014 TIME: 03:32 pm

LAUNCH PROFILE AND SECTION

NORTH HYDRO PARK CANOE/KAYAK PORTAGE

DRAWING TITLE

PROJECT NAME

YPSILANTI TOWNSHIP, MI

HURON RIVER

50674.000

AUG. 20, 2014

AS NOTED

5 OF 10

PROJECT LOCATION

WATERBODY

SGJR PROJECT #

DATE

DRAWING SCALE

DRAWING NUMBER

NOTES:

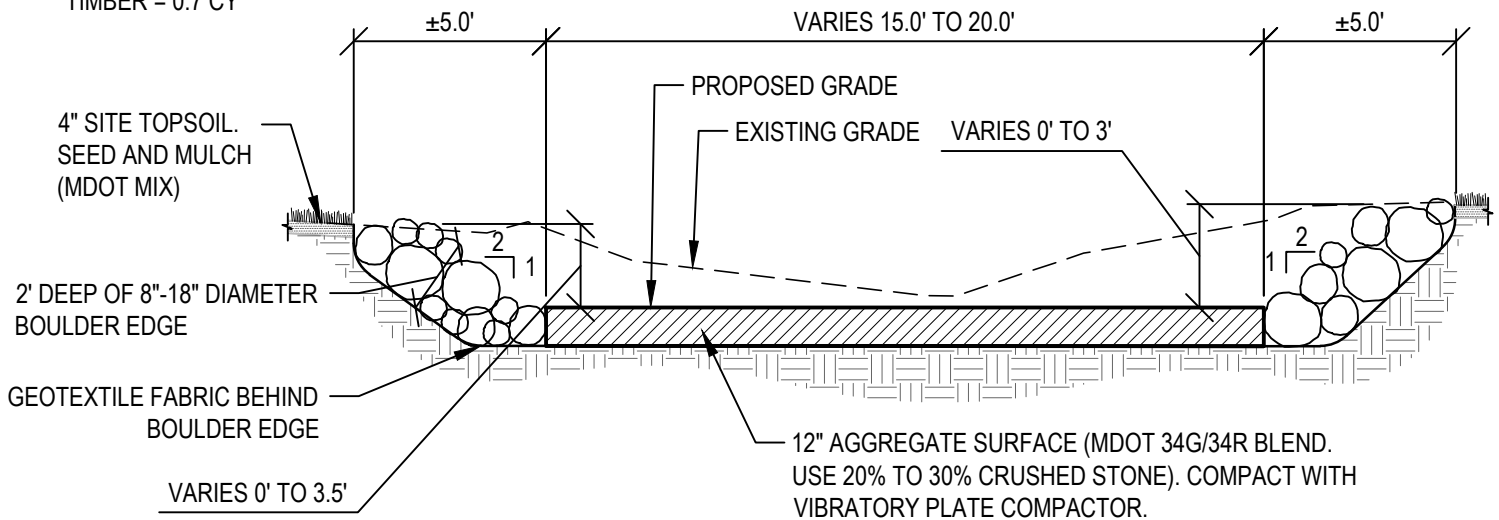
1. GRADE TOLERANCES ARE $\pm 6"$ FROM SPECIFIED ELEVATIONS.
2. USE GEOTEXTILE FABRIC AT BOULDERS ONLY. DO NOT PLACE GEOTEXTILE FABRIC BENEATH AGGREGATE SURFACE.
3. ALL BOULDERS SHALL BE GRANITE, ROUNDED FIELD STONE.
4. SUBMIT GRADATION ANALYSIS FOR AGGREGATE SURFACE AND PRODUCT DATA SHEET FOR GEOTEXTILE FABRIC.

EXCAVATION QUANTITIES:

AGGREGATE STONE = 39.5 CY

BOULDER = 33.3 CY

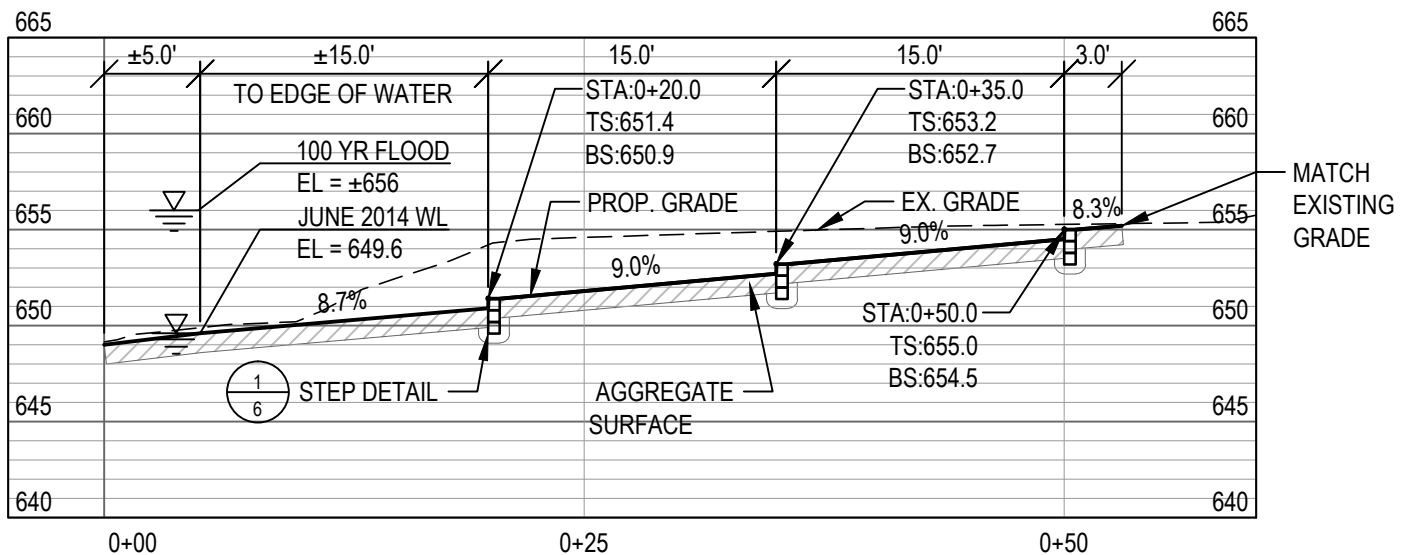
TIMBER = 0.7 CY



1

TYPICAL SECTION

1"=5'



2

LAUNCH PROFILE

1"=10'

STEP DETAIL

NORTH HYDRO PARK CANOE/KAYAK PORTAGE

DRAWING TITLE

PROJECT NAME

YPSILANTI TOWNSHIP, MI

HURON RIVER

50674.000

AUG. 20, 2014

AS NOTED

6 OF 10

PROJECT LOCATION

WATERBODY

SGJR PROJECT #

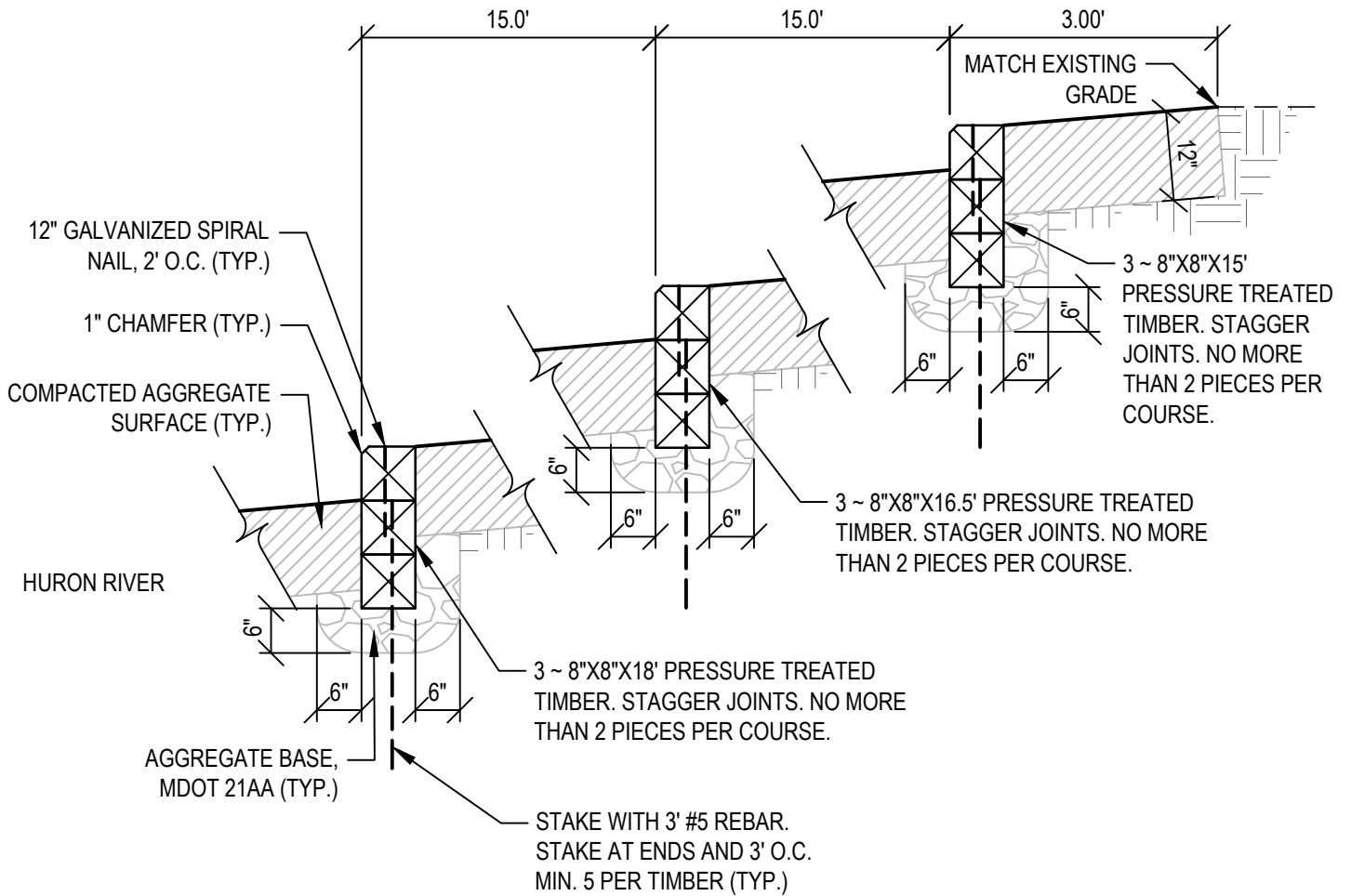
DATE

DRAWING SCALE

DRAWING NUMBER

NOTES:

1. 8"X8" TIMBER TO BE PRESSURE TREATED WITH WATERBORNE PRESERVATIVE ACCORDING TO AWPA U1; USE CATEGORY UC4A. PRESERVATIVE CHEMICAL: ALKALINE COPPER QUATERNARY (ACQ) - TYPE D.
2. SUBMIT PRESSURE TREATMENT CERTIFICATE FROM SUPPLIERS.



1

STEP DETAIL

SECTION

1"=2'

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

REGULAR MEETING AGENDA

TUESDAY, JANUARY 20, 2015

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE DECEMBER 16, 2014 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. 2014 YEAR END CHECKS AND JANUARY 20, 2015 IN THE AMOUNT OF \$1,942,823.12
 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR DECEMBER, IN THE AMOUNT OF \$36,151.10
 3. CHOICE HEALTH CARE ADMIN FEE FOR NOVEMBER AND DECEMBER IN THE AMOUNT OF \$2,340.00
 - C. DECEMBER 2014 TREASURER REPORT
 - D. 2014 ANNUAL TREASURER REPORT
5. SUPERVISOR REPORT
6. CLERK REPORT
7. TREASURER REPORT
8. TRUSTEE REPORT
9. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. 2ND READING RESOLUTION NO. 2014-33, ORDINANCE NO. 2014-440, AMENDING THE CODE OF ORDINANCES, CHAPTER 46 ENTITLED PARKS AND RECREATION, ARTICLE III GENERAL CONDUCT, WEAPONS AND EXPLOSIVES IN TOWNSHIP PARKS (1ST READING HELD AT THE DECEMBER 16, 2014 REGULAR MEETING)
2. 2ND READING OF ORDINANCE NO. 2014-442, AMENDING CODE OF ORDINANCES, CHAPTER 42, ARTICLE VIII, OFFENSES CONCERNING UNDERAGE PERSONS (1ST READING HELD AT THE DECEMBER 16, 2014 REGULAR MEETING)

3. 1ST READING RESOLUTION NO. 2014-34, PROPOSED ORDINANCE NO. 2014-441, AMENDING THE CODE OF ORDINANCES, CHAPTER 48 ENTITLED PROPERTY MAINTENANCE, TO ESTABLISH MINIMUM STANDARDS FOR BOARDED WINDOW AND DOOR OPENINGS (TABLED AT THE DECEMBER 16, 2014 REGULAR MEETING)

NEW BUSINESS

1. BUDGET AMENDMENT #1
2. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE MUTUAL AID AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND VAN BUREN TOWNSHIP
3. REQUEST FOR AUTHORIZATION TO SIGN PURCHASE AGREEMENT WITH DTE FOR ONE (1) OVERHEAD 130 WATT BLACK LED STREETLIGHT IN THE AMOUNT OF \$3,214.75 TO BE LOCATED AT THE HEWITT AND BURNS CROSSWALK, BUDGETED IN LINE ITEM #101-446-000-818-022
4. REQUEST TO CANCEL YPSILANTI TOWNSHIP BOARD MEETING SCHEDULED FOR TUESDAY, MAY 5, 2015 DUE TO STATEWIDE SPECIAL ELECTION
5. REQUEST TO APPROVE RIGHT OF WAY PERMIT APPLICATION FILED BY KEPS TECHNOLOGIES, INC. (DBA ACD.NET AND ACD TELECOM, INC.) PURSUANT TO THE METRO ACT, PUBLIC ACTS 2002 ACT #48 APPROVAL SUBJECT TO APPLICANT POSTING A BOND IN THE AMOUNT OF \$5,000.00 AND PROVIDING A CERTIFICATE OF LIABILITY INSURANCE WITH PROPER LANGUAGE
6. REQUEST OF MICHIGAN ALLSTARS FOR LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSE
7. REQUEST FOR APPROVAL TO AMEND PD STAGE II FINAL SITE PLAN OF BURNING BUSH CHURCH OF GOD IN CHRIST DATED SEPTEMBER 26, 2014 PROPOSING THE CONSTRUCTION OF A 22,100 SQUARE-FOOT NONRESIDENTIAL ADDITION IN RELATION TO THE EXISTING 26,000 SQUARE-FOOT CHURCH FACILITY LOCATED AT 770 JAMES L. HART PARKWAY PARCEL K-11-17-361-005 AND K-11-17-361-021 WITH CONDITIONS SET FORTH BY THE PLANNING COMMISSION AT THEIR MEETING NOVEMBER 25, 2014
8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 2817 APPLERIDGE, 2436 BURNS, 96 DEVONSHIRE, 859 ECORSE, 2215 HARMON, 2572 HEARTHSIDE, 1018 MAPLEWOOD, 1917 OUTER LANE, 2320 SHELLY AND 1274 RIDGE IN THE AMOUNT OF \$50,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

1. REQUEST OF ANGELA VERGES, RECREATION SERVICES MANAGER TO AWARD LOW BID FOR PRINTING OF "DISCOVER" YPSILANTI TOWNSHIP RECREATION BROCHURE TO ADVANTAGE MARKETING SOLUTIONS NOT TO EXCEED \$11,000.00 PER ISSUE BUDGETED IN LINE ITEM #230-751-000-880-000 AND TO AWARD LOW BID FOR PRINTING OF SEASONAL PARK AND BOAT STICKERS AND DAILY PARK AND BOAT STICKERS TO ADVANCE PRINT AND GRAPHICS IN THE AMOUNT OF \$1007.02 BUDGETED IN LINE ITEM #230-751-000-757-775

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 16, 2014 WORK SESSION**

Supervisor Stumbo called the meeting to order at approximately 5:02 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

Members Absent: Trustees Jean Hall Currie and Scott Martin

Legal Counsel: Dennis McLain, Angela King and Wm. Douglas Winters (arrived at 5:19 p.m.)

EXECUTIVE SESSION

Supervisor Stumbo reported the Executive Session would not be needed since Attorney McLain had gone to court on Monday, December 15, 2014 and the case had been settled.

Discuss Proposed Settlement Agreements

**A. Twp. V. Leonard Woodard, Et Al.; 2260-2262 E. Michigan Avenue
(Woodward's Auto)**

Attorney McLain provided a brief overview on the Township's case against Leonard Woodard and his wife. Mr. McLain stated the property was properly zoned for junk yard use, automobile storage and dismantling and processing until 1979, at which time the property became the subject of Split Zoning, B - 3 in the front and I - 1 Light Industrial in the rear. Attorney McLain stated the lot that eventually became Mr. Woodard's was never split, and Mr. Woodard took over the use of the property as automobile storage, only, and was licensed by the Township from 1985 forward; but he continued to violate the Township Ordinance regarding dismantling and salvage. In 2002 litigation, Judge Swartz ruled to prohibit Mr. Woodward from the dismantling and salvage operations but allowed the legal non-conforming use of automobile storage in the rear portion of the property. Mr. McLain stated in 2010 the building associated with the automobile storage, located on the B-3 portion of the property was totally destroyed by fire. Attorney McLain reported the Township Zoning Code stated that all non-conforming uses associated with that property ceased at that time. Attorney McLain stated Judge Brown's current opinion was that the law favored the termination of non-conforming use and upheld the Township Zoning Ordinance. He stated a Consent Judgment was before the Board, signed by Mr. Woodard, his wife and their attorney and awaiting Attorney McLain's signature per the pleasure of the Board. Mr. McLain explained the Consent Judgment prohibited Mr. Woodard from operating the non-conforming use as an auto storage yard, but gave him twelve months to end the use, subject to Township inspection.

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 19, 2014 WORK SESSION MINUTES
PAGE 2**

Attorney Dennis McLain requested to add this item to the Agenda under Other Business:

TO APPROVE CONSENT JUDGMENT REGARDING LEONARD WOODARD, CASE NO. 12-983-CZ AND TO AUTHORIZE SIGNING OF THE AGREEMENT

The Board agreed.

Attorney McLain stated the Chatfield Litigation had also been resolved but he would send a letter with a copy of the Order later.

Supervisor Stumbo stated Mike Radzik needed to add to the Agenda, under Other Business:

REQUEST FROM MIKE RADZIK TO APPROVE THE LOW QUOTE FROM HURON SIGNS FOR THE LAW ENFORCEMENT CENTER SIGN IN THE AMOUNT OF \$35,054, BUDGETED IN LINE ITEM # 266.301.000.975.266

Mr. Radzik had received three bids, however the lowest bid did not meet the bid specifications on the LED portion therefore he recommended approving the bid from Huron Signs. The Board Agreed.

REVIEW AGENDA

Supervisor Stumbo reviewed the agenda with further discussion on the following items:

Supervisor Report

Supervisor Stumbo stated she would yield her time to Ron Fulton.

Clerk Report

Clerk Lovejoy Roe reported on:

- latest meeting with Habitat for Humanity and referred to the handout which reported on the success of the partnership with Ypsilanti Township since 2008
- provided a brief overview of the meeting with Joe Lawson at the Girl Scout building regarding their renovations
- the successful audit by the U. S. Department of State regarding passport applications
- the successful audit of Precinct 17 by the State of Michigan, which was one of seven selected in Washtenaw County regarding the November 4, 2014 General Election

New Business

1. Budget Amendment #16

Clerk Lovejoy Roe reviewed the detail of line items in Budget Amendment #16.

**2. 1st Reading Resolution No. 2014-33, Proposed Ordinance No. 2014-440,
Amending The Code of Ordinances, Chapter 48 Entitled Parks And Recreation
Article III General Conduct, Weapons And Explosives In Township Parks**

Angela King, Township Attorney stated the Ordinance prohibited possession of firearms within Township Parks under any circumstances, but the State statute stated municipalities (which included Townships) were not allowed to regulate, in any manner, the Open Carry of firearms. Attorney King stated the Ordinance was amended to be consistent with State Law provisions which permit Open Carry of firearms, including parks, however it still prohibits any discharge of a firearm within the Township Parks and had nothing to do with carrying concealed weapons.

Attorney Report

A. General Legal Update

Attorney Winters reported the Michigan Legislature passed the Cavanaugh Bill, which allowed the Township to have legal standing to initiate civil public nuisance lawsuits against property owners that allowed illegal activity to take place on their property. He stated the Bill had now passed both houses and had been submitted to the Governor for signing. Attorney Winters extended his appreciation to Kirk Profit and the elected County Officials for their collaboration in this effort toward neighborhood stabilization.

Attorney Winters presented a brief overview regarding Flagstar Bank's investment to repair the property at 5561 Big Pine Drive.

Attorney Winters reported the owners still hope to rehabilitate the property at 2436 Burns.

Attorney Winters took this opportunity to thank the Board for supporting the professionals and administrative staff and providing direction by setting policy and funding to achieve the goal of neighborhood stabilization. He extended his thanks to the Office of Community Standards for the critical role they have played in this overall goal. Mr. Winters acknowledged this would be Ron Fulton, Building Director's last meeting and stated his expertise would be missed.

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 19, 2014 WORK SESSION MINUTES
PAGE 4**

**3. 1st Reading Resolution No. 2014-34, Proposed Ordinance No. 2014-441,
Amending The Code Of Ordinances, Chapter 48 Entitled Property
Maintenance, To Establish Minimum Standards For Boarded Window And
Door Openings**

Ron Fulton, Building Director, explained the current ordinance required broken windows and doors to be replaced within thirty days. Mr. Fulton reported the owners could not be found in many cases, within that timeframe. He stated a new process was being proposed, which entailed a photo of an existing window being applied to the boards, which greatly enhanced the overall look and provided stability.

Supervisor Stumbo asked how the boards would be applied.

Ron Fulton explained the process of attaching the boards without damaging window frames.

Supervisor Stumbo asked if this amended ordinance still required replacement within thirty days.

Attorney King responded the new ordinance language allowed forty-five days to board up because the decorative board had to be ordered.

Mr. Fulton stated the window must be boarded immediately and the decorative covering would be permitted to take up to forty-five days for installation since they were specialty items, for the most part.

Attorney King stated the new ordinance required pre-approval of the board-up.

Clerk Lovejoy Roe suggested the new ordinance read, that owners must put windows and doors in and if the owners couldn't be located, then the new product would be installed by the Township at the owner's expense, while the Township pursued litigation against owners for not replacing the windows and doors.

Discussion followed on the ordinance language and it was explained there was an option for replacing with actual doors and windows or the decorative board made to look like windows and doors.

Mike Radzik, OCS Director stated the obvious preference was for the owners to replace the broken windows and/or doors. He said that this was an option to make for a better look and reduce the intensity of the blight in difficult situations.

Ron Fulton showed pictures of a home on Eileen, which was a foreclosure that had the decorative board up.

Treasurer Doe stated he understand this option was good for long term situations, but did not think this would apply to short term situations such as a burglary.

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 19, 2014 WORK SESSION MINUTES
PAGE 5**

Clerk Lovejoy Roe suggested the policy on time limits for the decorative board ups include language that would describe the property as being vacant versus occupied.

Trustee Eldridge asked if we board up a home, how does the Township recoup the cost.

Mike Radzik stated if the property was boarded pursuant to the terms of the Vacant Housing Ordinance the cost would go on the tax roll at the end of the year. He stated if it wasn't a vacant house or it was a commercial structure, the owner would be invoiced and the Township Board could consider adding the ability to put these Board up costs on the tax rolls by amending the Property Maintenance Code in the future. Mr. Radzik stated this decorative board up was more expensive than current methods, but it was more secure.

Supervisor Stumbo stated it was a good idea to have the home not look boarded up and vacant and she understood it was cost effective as well.

Mr. Radzik stated this type of board up was more expensive than current methods but it was more secure and alleviated damage to the frames. He also explained the Township would require the companies we work with to stock the proper materials so the whole process would be done at one time.

Clerk Lovejoy Roe asked if we would do an RFP for companies to secure the board ups and Mr. Radzik agreed he would like to pursue that method for the Office of Community Standards, but he could not speak for the Fire Department, since it was a different process. Clerk Lovejoy Roe suggested a policy be developed regarding the implementation of this ordinance.

Supervisor Stumbo stated many questions had been raised and Attorney King suggested if the Township wanted to move forward with the decorative board ups, that they be considered only for vacant structures as defined in the Township's Vacant Property Ordinance.

Discussion followed on the wording of the ordinance.

Both Supervisor Stumbo and Clerk Lovejoy Roe were not comfortable with approving the 1st reading of the ordinance considering all the questions that had been raised.

The Board agreed to table this resolution.

Trustee Mike Martin commented the board up of homes in this manner was odd and gave a sense of a false community.

Supervisor Stumbo reiterated her suggestion to table this item and the Board agreed.

4. 1st Reading Of Ordinance No. 2014-442, Amending Code Of Ordinances, Chapter 42, Article VIII, Offences Concerning Underage Persons

Attorney King stated this was a proposed repeal of an antiquated ordinance adopted to address the problem of juvenile drug couriers utilizing beepers, long before cell phones had come into existence.

5. Request Of Joe Lawson, Planning Director To Approve Crown Castle Amendment To Lease Agreement Related To Wireless Communication Facility Located At 2801 Holmes Road And To Authorize Signing Of The Agreement

Attorney Winters stated he felt the option Crown Castle was asking for, an additional ten years to decide if they would increase their land capacity by an additional 50% , in order to expand their operation was too long a period of time. Mr. Winters preferred a five year option and felt \$7,500 was a fair price.

Joe Lawson stated he had discussed a five year option with James Baker, the representative for Crown Castle. Mr. Lawson stated he was more comfortable with five years and if after that time, Crown Castle wanted an additional five years, it could be brought back to the Board. He explained the \$7,500 was for the option to expand the compound on the ground at the cell tower site, in order to add additional equipment. Mr. Lawson reported Crown Castle's purpose for requesting the option was because they currently did not have a user.

Trustee Eldridge questioned if the additional square footage was at same location and Mr. Lawson replied the option was strictly for the site at 2801 Holmes Road.

Treasurer Doe asked if there was enough land to add another tower if the agreement before the Board was not approved and Mr. Lawson said it would be very tight.

The Board agreed to approve the request with the five year option.

6. Request of Fire Chief Eric Copeland To Approve Memorandum of Understanding Between Ypsilanti Township And The Regional Participating Partners for 2014 Assistance For Firefighters Grant Program For Acquisition Of Firefighter Safety And Survival/RIT Training And Equipment And To Authorize Signing Of The Memorandum

Supervisor Stumbo reported Chief Copeland was not present but would hopefully be at the Regular Meeting.

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 19, 2014 WORK SESSION MINUTES
PAGE 7**

7. Request Of Jeff Allen, Residential Services Director To Approve DTE Agreement And Certificate Of Grade Regarding Electric Service To Ford Lake Boathouse And Installation Of Underground Cables In The Amount Of \$9,198.04, Budgeted In Line Item #212.970.000.974.037

Supervisor Stumbo explained DTE needed the easement agreement signed and it had been determined that once the Township signed it, then DTE would pay the utilities.

Jeff Allen, Residential Services explained the Township had the responsibility for the initial set up to run the utilities to the building and EMU had the responsibility for monthly usage. He requested the Board approve the agreements between DTE Energy and Ypsilanti Township and authorize the signing. The first agreement was The Line Extension Agreement for Commercial and Industrial Customers, #1448300201 in the amount of \$8,738.04 and the Secondary Service Agreement for Commercial or Industrial Customers, #338007016/0 was in the amount of \$460.00 to be paid out of account #212.971.000.974.037. Mr. Allen stated the Accounting Department was holding the check pending Board approval and signing of the agreements and he confirmed Attorney Winters had approved the agreement.

Supervisor Stumbo confirmed this was the only way to finish the project because they were currently operating with generators and no budget amendment was needed.

Attorney Winters stated the architectural firm for this project had signed off on the grade requirement per the requirement from DTE and Mr. Allen stated he had a copy of the signed Certificate of Grade, from Beckett & Raeder, to give DTE.

8. Request Of Karen Wallin, HR Department To Authorize The Creation Of An Additional Ordinance Enforcement Assistant Position For The Office Of Community Standards And To Seek Approval To Waive External Posting And To Fill The Position Internally

Karen Wallin, HR Department stated in order to sustain the current level of Ordinance Enforcement and to move ahead with 2015 plans, approval was being sought for an additional Ordinance Assistant. Ms. Wallin explained the Teamsters' Union had agreed about eight months ago to allow hiring two temporary employees and Kevin Folkner had been temporarily performing the duties of this position. Ms. Wallin reported the Teamsters' had agreed to waive the external posting of the job therefore, HR was requesting authorization to waive the posting and make an offer to Kevin for full-time employment beginning Jan. 5, 2015.

Trustee Eldridge asked what the current rate of pay was for the position and Ms. Wallin responded that for a temporary employee, it was \$20 an hour and the hourly rate would be reduced for a full-time position, but would include benefits.

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 19, 2014 WORK SESSION MINUTES
PAGE 8**

Mike Radzik, OCS Director stated for the last eight months Kevin had been conducting Vacant Housing Inspections and Rental Housing Inspections and was cross-trained in general Ordinance Enforcement. Mr. Radzik reported Kevin had performed exceptionally and was recommended by all the OCS Supervisors.

9. Resolution No. 2014-35, Boards And Commissions Appointments and Reappointments

Supervisor Stumbo reported the Green's Commission would not be reappointed this year since the Golf Course would be operating as a Department in the Township, under the new Director of Golf Operations.

10. Resolution No. 2014-36 Planning Department Fee Schedule

Joe Lawson, Planning Director briefly highlighted the changes in the fee schedule for the Planning Department.

11. Resolution No. 2014-37 Building Department Fee Schedule

Ron Fulton, Building Director discussed the proposed changes in the Building Department fees and clarified the building valuation data, which would bring everything up to date. He indicated the fees had not been updated for nine years.

Authorizations and Bids

1. Request of Angela Verges, Recreation Services Manager To Seek Sealed Bids For Printing Of The Discover Ypsilanti Township Guide, Annual Park And Boat Stickers And Daily Park And Boat Passes

Supervisor Stumbo explained this was an annual expense.

2. Request of Joe Lawson, Planning Director To Seek Proposals For A Market Study Relating To The Township Owned "Seaver Farm" Property

Adjournment

The meeting adjourned at approximately 6:49 p.m.

Respectfully submitted,
Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 16, 2014 REGULAR MEETING**

Supervisor Stumbo, called the meeting to order at approximately 7:03 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

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

Members Absent: Trustees Jean Hall Currie and Scott Martin

Legal Counsel: Dennis McLain and Wm. Douglas Winters

PUBLIC COMMENTS

Jeff Castro, YCUA Director congratulated Ron Fulton, Building Director on his upcoming retirement. Mr. Castro reported he and Mr. Fulton had built a great working relationship and together had been able to resolve many serious issues, which had a very positive impact on Ypsilanti Township residents.

Arloa Kaiser, Ypsilanti Township resident also congratulated Mr. Fulton regarding his retirement and stated she appreciated his help, personally and the time and effort he had put into the Township as well.

CONSENT AGENDA

A. MINUTES OF THE DECEMBER 2, 2014 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. DECEMBER 16, 2014 IN THE AMOUNT OF \$1,663,910.05**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT, IN THE AMOUNT OF \$28,751.47**
- 3. SEPTEMBER AND OCTOBER ADMIN. FEE, IN THE AMOUNT OF \$2,340.00**

C. NOVEMBER 2014 TREASURER REPORT (see attached)

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

SUPERVISOR REPORT

Supervisor Stumbo reported she would yield her time to Ron Fulton. She stated he had been a great friend, a great employee and made a huge, positive difference in our community.

Ron Fulton, Building Director stated he had been blessed to be a part of the Township team since 2003. He shared the progression of different offices he had held and hoped he had been a positive influence for the Township. He presented a brief Microsoft movie and song for the Board's enjoyment.

CLERK REPORT

None

TREASURER REPORT

None

TRUSTEE REPORT

None

ATTORNEY REPORT

Supervisor Stumbo stated Attorney Winters had given his report at the Work Session.

NEW BUSINESS

1. BUDGET AMENDMENT #16

Clerk Lovejoy Roe read Budget Amendment #16 into the record.

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

2. 1ST READING RESOLUTION NO. 2014-33, PROPOSED ORDINANCE NO. 2014-440, AMENDING THE CODE OF ORDINANCES, CHAPTER 46 ENTITLED PARKS AND RECREATION, ARTICLE III GENERAL CONDUCT, WEAPONS AND EXPLOSIVES IN TOWNSHIP PARKS

Clerk Lovejoy Roe read the Resolution into the record.

Supervisor Stumbo explained this change was to bring the Ordinance in line with the State law.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 1st Reading of Resolution No. 2014-33, proposed Ordinance No. 2014-440, Amending the Code of Ordinances, Chapter 46 Entitled Parks and Recreation, Article III General Conduct, Weapons and Explosives in Township Parks (see attached).

The motion carried as follows:

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

3. 1ST READING RESOLUTION NO. 2014-34, PROPOSED ORDINANCE NO. 2014-441, AMENDING THE CODE OF ORDINANCES, CHAPTER 48 ENTITLED PROPERTY MAINTENANCE, TO ESTABLISH MINIMUM STANDARDS FOR BOARDED WINDOW AND DOOR OPENINGS

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 19, 2014 REGULAR MEETING MINUTES
PAGE 3**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to table the 1st Reading of Resolution No. 2014-34, proposed Ordinance No. 2014-441, Amending the Code of Ordinances, Chapter 48 Entitled Property Maintenance, To Establish Minimum Standards for Boarded Window and Door Openings (see attached).

The motion carried as follows:

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

Supervisor Stumbo stated the item was tabled until the January meeting.

4. 1ST READING OF ORDINANCE NO. 2014-442, AMENDING CODE OF ORDINANCES, CHAPTER 42, ARTICLE VIII, OFFENSES CONCERNING UNDERAGE PERSONS

Clerk Roe read the Ordinance into the record.

Supervisor Stumbo explained the amendment basically brings the ordinance in line with advanced technology.

A motion by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve 1ST Reading of Ordinance No. 2014-442, Amending Code of Ordinances, Chapter 42, Article VIII, Offenses Concerning Underage Persons (see attached).

The motion carried as follows:

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

5. REQUEST JOE LAWSON, PLANNING DIRECTOR TO APPROVE CROWN CASTLE AMENDMENT TO LEASE AGREEMENT RELATED TO WIRELESS COMMUNICATIONS FACILITY LOCATED AT 2801 HOLMES ROAD AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Crown Castle Amendment to Lease Agreement related to Wireless Communications Facility, located at 2801 Holmes Road, with the condition the agreement was only for five years, and to authorize signing of the agreement (see attached).

Supervisor Stumbo explained the provider for an existing cell tower at 2801 Holmes Road would like to lease 1,250 square feet of land for \$7,500, for a five year period. She stated if there was any expansion at this site, a proposal would come have to come back to the Planning Commission and the Board for approval.

The motion carried unanimously.

6. REQUEST OF FIRE CHIEF ERIC COPELAND TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN YPSILANTI TOWNSHIP AND THE REGIONAL PARTICIPATING PARTNERS FOR 2014 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM FOR ACQUISITION OF FIREFIGHTER SAFETY AND SURVIVAL/RIT TRAINING AND EQUIPMENT AND TO AUTHORIZE SIGNING OF THE MEMORANDUM

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Memorandum of Understanding between Ypsilanti Township and the Regional Participating Partners for 2014 Assistance for Firefighters Grant Program for Acquisition of Firefighters Safety and Survival/RIT Training and Equipment and to authorize signing of the Memorandum (see attached).

Eric Copeland, Fire Chief apprised the Board that Ypsilanti Township Firefighters had been part of a grant awarded for turnout gear in July of 2014. He stated the current grant provided RIT, Rapid Intervention Training for the firefighters.

The motion carried unanimously.

7. REQUEST OF KAREN WALLIN, HR DEPARTMENT TO AUTHORIZE THE CREATION OF AN ADDITIONAL ORDINANCE ENFORCEMENT ASSISTANT POSITION FOR THE OFFICE OF COMMUNITY STANDARDS AND TO SEEK APPROVAL TO WAIVE EXTERNAL POSTING AND TO FILL THE POSITION INTERNALLY

A motion was made by Treasurer Doe, supported by Trustee Eldridge to authorize the creation of an additional Ordinance Enforcement Assistant position for the Office of Community Standards and to seek approval to waive the external posting and to fill the position internally. The motion carried unanimously.

8. RESOLUTION NO. 2014-35, BOARDS AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2014-35, Boards and Commissions Appointments and Reappointments (see attached).

Supervisor Stumbo explained the Greens Commission would not be reappointed since the Golf Course would now be operated as a Department of the Township with a Director.

The motion carried unanimously.

9. RESOLUTION NO. 2014-36 PLANNING DEPARTMENT FEE SCHEDULE

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2014-36 Planning Department Fee Schedule (see attached). The motion carried unanimously.

10. RESOLUTION NO. 2014-37 BUILDING DEPARTMENT FEE SCHEDULE

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2014-37 Building Department Fee (see attached). The motion carried unanimously.

OTHER BUSINESS

1. REQUEST TO APPROVE CONSENT JUDGMENT REGARDING LEONARD WOODARD CASE No. 13-983-CZ, 2260 – 2262 E. MICHIGAN AVENUE AND SIGNING OF THE AGREEMENT

A motion was made by Treasurer Doe, supported by Trustee Eldridge to authorize Consent Judgment regarding Leonard Woodard Case, 2260 – 2262 E. Michigan Avenue and signing of the agreement.

Dennis McLain, Township Attorney stated this was a Non-Conforming piece of property which was now officially prohibited from existing in terms of the Consent Order, sending a message to other similar operations that the Township is looking for improvement in the E. Michigan Avenue corridor.

2. REQUEST FROM MIKE RADZIK TO APPROVE THE LOW QUOTE FROM HURON SIGNS FOR THE LAW ENFORCEMENT CENTER SIGN IN THE AMOUNT OF \$35,054, BUDGETED IN LINE ITEM #266.301.000.975.266

Supervisor Stumbo reported the Board had authorized bids for the electronic message center for the Law Enforcement Center at the last Board meeting. She explained Huron Signs Company in Ypsilanti had met all specifications in the amount of \$35,054.00 and hoped to have the electronic sign installed by early February and the wall sign installed by January 12, 2015.

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the low quote from Huron Signs for the Law Enforcement Center Sign in the amount of \$35,054, budgeted in line item #266.301.000.975.266 (see attached). The motion carried unanimously.

3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES TO APPROVE AND AUTHORIZE SIGNING OF DTE AGREEMENT AND CERTIFICATE OF GRADE REGARDING ELECTRIC SERVICE TO FORD LAKE BOATHOUSE AND INSTALLATION OF UNDERGROUND CABLES IN THE AMOUNT OF \$9,198.04, BUDGETED IN LINE ITEM #212.970.000.974.037

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to authorize the signing of DTE Agreement and Certificate of Grade regarding Electric Service to Ford Lake Boathouse in the amount of \$9,198.04, budgeted in line item #212.970.000.974.037 (see attached). The motion carried unanimously.

Supervisor Stumbo stated the next item was not on the Agenda. She acknowledged the Board had enjoyed Ron Fulton's last eleven years at the Township, but she wanted to show appreciation to Rita Fulton, as well.

AUTHORIZATIONS & BIDS

1. REQUEST OF ANGELA VERGES, RECREATION SERVICES MANAGER TO SEEK SEALED BIDS FOR PRINTING OF THE DISCOVER YPSILANTI TOWNSHIP GUIDE, ANNUAL PARK AND BOAT STICKERS AND DAILY PARK AND BOAT PASSES

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to seek sealed bids for printing of the Discover Ypsilanti Township Guide, Annual Park and Boat Stickers and Daily Park and Boat Passes. The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 19, 2014 REGULAR MEETING MINUTES
PAGE 6**

**2. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO SEEK
PROPOSALS FOR A MARKET STUDY RELATING TO THE TOWNSHIP
OWNED "SEAVER FARM" PROPERTY**

A motion made by Treasurer Doe, supported by Trustee Eldridge to seek proposals for a market study relating to the Township owned "Seaver Farm" Property. The motion carried unanimously.

ADJOURNMENT

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

The meeting adjourned at approximately 7:34 P.M.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
NOVEMBER 1, 2014 THROUGH NOVEMBER 30, 2014

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	3,895,213.52	241,855.58	821,407.76	3,315,661.34
101 - Payroll	196,127.91	750,092.06	737,908.27	208,311.70
101 - Willow Run Escrow	142,021.94	23.35	0.00	142,045.29
206 - Fire Department	1,155,292.10	8,598.99	252,392.73	911,498.36
208 - Parks Fund	8,821.73	0.21	256.87	8,565.07
212 - Roads/Bike Path/Rec/General Fund	620,546.27	547.77	20,138.33	600,955.71
225 - Environmental Clean-up	444,323.83	10.73	0.00	444,334.56
226 - Environmental Services	2,296,373.58	464.49	184,187.49	2,112,650.58
230 - Recreation	73,295.11	25,539.86	49,080.66	49,754.31
236 - 14-B District Court	182,629.75	110,803.33	102,950.11	190,482.97
244 - Economic Development	67,178.61	1.62	0.00	67,180.23
248 - Rental Inspections	133,708.89	10,603.21	10,995.40	133,316.70
249 - Building Department Fund	495,957.10	24,430.04	23,890.72	496,496.42
250 - LDFA Tax	29,455.23	0.71	0.00	29,455.94
252 - Hydro Station Fund	695,376.93	56,191.08	26,446.49	725,121.52
266 - Law Enforcement Fund	2,964,891.93	12,142.87	529,661.44	2,447,373.36
280 - State Grants	18,383.51	0.44	0.00	18,383.95
301 - General Obligation	213,084.82	16.51	0.00	213,101.33
396 - Series "A" Bond Payments	0.00	0.00	0.00	0.00
397 - Series "B" Cap. Cost of Funds	18,476.65	0.43	712.50	17,764.58
398 - LDFA 2006 Bonds	34,956.30	0.85	0.00	34,957.15
498 - Capital Improvement 2006 Bond Fund	336,503.90	55.32	0.00	336,559.22
584 - Green Oaks Golf Course	152,293.83	6,652.42	38,699.13	120,247.12
590 - Compost Site	853,145.72	11,964.90	25,436.79	839,673.83
595 - Motor Pool	286,655.92	6.84	7,380.68	279,282.08
701 - General Tax Collection	32,833.34	3,515.61	1,102.59	35,246.36
703 - Current Tax Collections	1,162,994.90	253,325.31	2,557.00	1,413,763.21
707 - Bonds & Escrow/GreenTop	923,802.75	15,105.60	791.00	938,117.35
708 - Fire Withholding Bonds	145,362.80	736.47	0.00	146,099.27
893 - Nuisance Abatement Fund	58,085.07	1,823.70	5,245.01	54,663.76
ABN AMRO Series "B" Debt Red. Cap.Int.	19,781.97	0.00	0.00	19,781.97
GRAND TOTAL	17,657,575.91	1,534,510.30	2,841,240.97	16,350,845.24

**CHARTER TOWNSHIP OF YPSILANTI
2014 BUDGET AMENDMENT #16 REVISED**

December 16, 2014

101 - GENERAL OPERATIONS FUND

Total Increase

\$240,137.00

Increase the budget for transfer of needed funds for the Golf Course for short fall at year end. Revenues for the Golf Course were below the budgeted amount due mainly to weather conditions, course conditions, and management turnover this year. This will be funded by a transfer of funds from the General Fund.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$178,000
			<u>\$178,000</u>
		Net Revenues	<u><u>\$178,000</u></u>
Expenditures:	Transfer to Golf Course	101-999-000-969.584	\$178,000
			<u>\$178,000</u>
		Net Expenditures	<u><u>\$178,000</u></u>

Increase budget for year end payout of PTO & Sick time over the allow bank hours for payout of accrued time hours at 75% per contract . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$6,573.00
			<u>\$6,573.00</u>
		Net Revenues	<u><u>\$6,573.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	101-201-000-708.004	\$1,565.00
	Salaries Pay Out - PTO&SICKTIME	101-215-000-708.004	\$1,048.00
	Salaries Pay Out - PTO&SICKTIME	101-762-000-708.004	\$1,011.00
	Salaries Pay Out - PTO&SICKTIME	101-774-000-708.004	\$2,949.00
			<u>\$6,573.00</u>
			<u><u>\$6,573.00</u></u>

Increase of temporary/seasonal wages for parks and grounds. There was a lot of rain this season and the number of parks in the Township almost constant mowing was needed to maintain the beauty of the parks. These accounts are also used for the rangers that open and close the park gates. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$55,564.00
			<u>\$55,564.00</u>
		Net Revenues	<u><u>\$55,564.00</u></u>
Expenditures:	Salary Temp/Seasonal	101-774-000-707.000	\$4,957.00
	Salary Temp/Seasonal Ford Lake Parks	101-774-000-707.775	\$50,607.00
			<u>\$55,564.00</u>
			<u><u>\$55,564.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2014 BUDGET AMENDMENT #16 REVISED**

December 16, 2014

206 - FIRE FUND

Total Increase \$3,092.50

Increase Reimbursement Hazardous response service settlement revenue and increase the expenditure to pay the Washtenaw County Hazardous Materials Authority for work at 1013 Emerick Street.

Revenues:	Reimb - Hazardous Response Serv	206.000.000.682.000	<u>\$3,092.50</u>
			<u>Net Revenues</u> <u>\$3,092.50</u>

Expenditures:	Prof Servs - Hazardous Response	206.206.000.801.005	<u>\$3,092.50</u>
			<u>Net Expenditures</u> <u>\$3,092.50</u>

226 - ENVIRONMENTAL SERVICES FUND

Total Increase \$76,641.00

Increase Recycling Pick up curbside budget due to the increase in recycling charges. This is funded by an Appropriation of Prior Year Fund Balance. Note that only the amount needed to cover the shortage will be funded.

Revenues:	Prior Year Fund Balance	226.000.000.699.000	<u>\$75,630.00</u>
			<u>Net Revenues</u> <u>\$75,630.00</u>

Expenditures:	Recycling Pick-Up Curbside	226.226.000.804.007	<u>\$12,630.00</u>
	Twp. Compost Processing	226.226.000.804.004	<u>\$63,000.00</u>
			<u>Net Expenditures</u> <u>\$75,630.00</u>

Increase budget for year end payout of PTO & Sick time over the allow bank hours for payout of accrued time hours at 75% per contract . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	226-000-000-699.000	<u>\$1,011.00</u>
			<u>Net Revenues</u> <u>\$1,011.00</u>

Expenditures:	Salaries Pay Out - PTO&SICKTIME	226-226-000-708.004	<u>\$1,011.00</u>
			<u>Net Expenditures</u> <u>\$1,011.00</u>

236 - 14B DISTRICT COURT FUND

Total Increase \$1,962.00

Increase budget for year end payout of PTO & Sick time over the allow bank hours for payout of accrued time hours at 60% per contract . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	<u>\$1,962.00</u>
			<u>Net Revenues</u> <u>\$1,962.00</u>

Expenditures:	Salaries Pay Out & Sick time	236-136-000-708.004	<u>\$1,962.00</u>
			<u>Net Expenditures</u> <u>\$1,962.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2014 BUDGET AMENDMENT #16 REVISED**

December 16, 2014

249 - BUILDING DEPARTMENT FUND

Total Increase \$25,608.00

Increase contractual services for inspectors. There was a great need for inspectors this year. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249.000.000.699.000	\$21,900.00
			<u>Net Revenues</u> <u>\$21,900.00</u>
Expenditures:	Contractual services	249.249.000.818.000	\$21,900.00
			<u>Net Expenditures</u> <u>\$21,900.00</u>

Increase budget for 50% of Retiree R Fulton's 2014 payout of PTO & Sick time at 100% . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$3,708.00
			<u>Net Revenues</u> <u>\$3,708.00</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	249-249-000-708.004	\$3,708.00
			<u>Net Expenditures</u> <u>\$3,708.00</u>

266 - LAW ENFORCEMENT FUND

Total Increase \$3,708.00

Increase budget for 50% of Retiree R Fulton's 2014 payout of PTO & Sick time at 100% . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$3,708.00
			<u>Net Revenues</u> <u>\$3,708.00</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	266-304-000-708.004	\$3,708.00
			<u>Net Expenditures</u> <u>\$3,708.00</u>

584 - GOLF COURSE FUND

Total Increase \$0.00

Increase the budget for transfer of needed funds for the Golf Course for short fall at year end. Revenues for the Golf Course were below the budgeted amount due mainly to weather conditions, course conditions, and management turnover this year. This will be funded by a transfer of funds from the General Fund and a decrease in budgeted revenues.

Revenues:	Transfer In: from General Fund	584-000-000-697.000	\$178,000.00
	Green Fees	584-000-000-651.002	(\$60,900.00)
	Leagues Fees	584-000-000-561.003	(\$13,100.00)
	Cart Fees	584-000-000-667.004	(\$104,000.00)
			<u>Net Revenues</u> <u>\$0.00</u>

Motion to Amend the 2014 Budget (#16) REVISED:

Move to increase the General Fund budget by \$240,137 to \$12,067,601 and approve the department line item changes as outlined

Move to increase the Fire Fund budget by \$3,092.50 to \$5,215,345 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$76,641 to \$2,696,372 and approve the department line item changes as outlined

Move to increase the 14B District Court Fund budget by \$1,962 to \$1,357,459 and approve the department line item changes as outlined

Move to increase the Building Fund budget by \$25,608 to \$416,715 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$3,708 to \$6,763,983 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2014-33

Amending the Township Code Provision Governing Weapons and Explosives in Township Parks

Whereas, the current Township Ordinance governing the possession and use of dangerous weapons and fireworks is in conflict with the Michigan Firearms and Ammunition Act; and

Whereas, the Michigan Firearms and Ammunition Act prohibits local governmental units, including townships from restricting the open carrying of pistols, firearms, and ammunition; and

Whereas, the Township's current Ordinance 46-61 prohibits the open carrying of pistols and firearms within the Township parks; and

Whereas, Ordinance No. 2014-440 amends the Township Code, Section 46-61 by deleting the provision prohibiting the possession or carrying of a gun or firearm within Township parks;

Now therefore, be it resolved that Ordinance 2014-440 is hereby adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI
PROPOSED
ORDINANCE NO. 2014-440

*An Ordinance to Amend the Code of Ordinances, Chapter 46
entitled Parks and Recreation, Article III General Conduct*

The Charter Township of Ypsilanti hereby ordains that the Code of Ordinances, Chapter 46 Article III, General Conduct, is amended as follows:

Delete: In its entirety, Section 46-61

Add: The following new provision:

It shall be unlawful for any person within park property to:

- (1) Possess, ~~within park property~~ carry, fire or discharge, or cause to be fired or discharged across, in or into any portion of the park, any ~~gun or firearm,~~ spear, bow and arrow, crossbow, sling shot, air or gas ~~weapon, or any other dangerous weapon or projectile~~ soft gun or paint ball gun, except for purposes designated by the board in areas and at times designated by the board;
- (2) Possess, set off or attempt to set off or ignite any firecracker, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics without authorization from the director; or
- (3) ~~Possess or carry in any park, any air gun, paint gun, bow and arrow, or any illegal weapon~~ Discharge or cause to be discharged, a firearm, pistol, shotgun, pellet gun, and/or air rifle as defined by Michigan law, MCL 750.222, as amended, in or into any portion of a township park except as permitted by federal or Michigan law.

Any unauthorized or illegal weapon, explosive, or other pyrotechnic within a park shall be subject to seizure by a law enforcement officer.

Severability

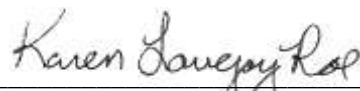
Should any provision or part of the within Ordinance be declared by any court of competent jurisdiction to be invalid or enforceable, the same shall not affect the validity or enforceability of the balance of this Ordinance which shall remain in full force and effect.

Effective Date and Repeal of Conflicting Ordinances

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

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2014-440 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on December 16, 2014. The second reading is scheduled to be heard on January 20, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2014-34**

*Amending the Township Code of Ordinances, Chapter 48
Property Maintenance Article II, to Require Damaged or
Broken Windows and Doors When Boarded Up Be Boarded
With Pre-approved Decorative Board Up Material*

Whereas, the Township has experiences an increase in vacant residential, commercial and industrial structures; and

Whereas, a number of vacant structures have damage or broken windows and doors; and

Whereas, repair of damaged or broken windows and doors is necessary to secure the structure and to prevent damage to the structure's interior; and

Whereas, when property owners board up window and doors minimum standards regarding the materials used and the installation is needed: 1) to insure boarded up structures remain secure, and 2) to insure that boarded up structures are not unsightly distractions in Township neighborhoods and communities; and

Whereas, Ordinance 2014-441 establishes minimum standards for boarded up windows and doors to promote the health, safety and general welfare of Township residents;

Now therefore, be it resolved that Ordinance 2014-441 attached thereto is adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO. 2014-441

*An Ordinance to Amend the Code of Ordinance, Chapter 48
Entitled Property Maintenance, Article III Regarding Inspection
of Rental Dwelling Units to Include Multi-Family Rental Units*

The Charter Township of Ypsilanti hereby ordains that Charter Township Code of Ordinances, Chapter 48 entitled Property Maintenance, Article III regarding the Inspection of Rental Dwelling Units, is amended as follows to include inspections of multi-family rental units:

Delete: Sections 48-40 through 48-52 inclusive

Add: The following new provisions replacing the deleted sections:

Sec. 48-40. - Definitions.

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

Certificate of compliance means a certificate issued by the Township Community and Economic Development Department indicating that the dwelling unit identified on the certificate is in compliance with this article and other applicable township ordinances. The certificate shall show the name and address of the property owner and the expiration date. It shall be valid unless suspended by the department upon a subsequent re-inspection disclosing violations, until its expiration date.

Temporary certificate of compliance means a certificate issued for a dwelling unit, following an inspection, which is found to be in substantial compliance with the Code and which, in the opinion of the building official, has no life-, health-, or safety-threatening violations. Such certificate shall state any remaining violations to be corrected and the date it expires. A reasonable extension may be granted at the discretion of the department. Failure by the owner to correct the violations within the specified time shall constitute a violation of this article.

Code means the Township Property Maintenance Code.

Department means the ~~Community and Economic Development Office of~~ Community Standards Department of the Township.

Dwelling unit means a structure containing a residential unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Landlord means the owner, lessor, or sublessor of residential premises, or his agent, or any person authorized by him to manage the premises or to receive rent from a tenant under a rental agreement.

Owner means a person having an interest in the property as defined in the Code.

Owner's agent means any employee, or any person with implied consent or apparent authority, or acting under color of authority, of the landlord, housing cooperative board or other controlling entity.

Rental agreement means any agreement or lease, written or oral, which establishes or modifies the terms, conditions, rules, regulations or any other provisions concerning the use and occupancy of a dwelling unit.

Tenant means the person entitled under a rental agreement to the use and occupancy of a dwelling unit.

Unit means the same as dwelling unit.

Sec. 48-41. - Registry of owners and premises.

- (a) All persons owning a dwelling unit which is subject to a rental agreement shall register with the department ~~within 60 days~~ after the effective date of the ordinance from which this chapter is derived. Owners of new dwelling units which are subject to rental agreements shall register prior to the date of issuance of the first certificate of occupancy. The registration shall indicate their name, physical and mailing address, date of birth, telephone number and the address of the dwelling unit within the township owned by such persons which are rented in whole or in part, including the number and type of each unit in the structure.
- (b) If the premises are managed or operated by an agent, the owner shall supply the agent's name, address, telephone number and the name of that person's representative, and a statement that the agent is authorized to receive notices and process under this chapter.
- (c) If the owner is a corporation, the names, addresses and telephone numbers of its officers shall be listed as shall the name, address and telephone number of the registered agent along with the state registration number. If the corporation is controlled in whole or in part by another corporation, the same information shall be provided for the other corporation.
- (d) Any change in the name or address of the owner or the owner's agent, or in the number of units, or in any other information required in this section shall be reported to the department within 15 days.
- (e) Owners of dwelling units who permit a person or persons to occupy a dwelling unit are exempt from the provisions of this ordinance provided:
 - (1) No compensation is received by the owners for the use and occupancy of the premises by non-owners.
 - (2) The owner pays the property taxes and homeowners insurance for the premises used and occupied by non-owners.
 - (3) The owner signs an affidavit attesting under oath that:
 - a. No compensation is received for the use and occupancy of the dwelling unit;
 - b. The property taxes and insurance are paid by the property owner;
 - c. The exemption automatically terminates when the owner receives compensation for the use and occupancy of the premises or the property taxes and/or homeowners insurance are paid by a non-owner.

Sec. 48-42. - Certificate of compliance required.

- (a) The department shall provide for the systematic inspection of all dwelling units which are subject to rental agreements in the township for the purposes of determining whether such units are in compliance with the Code and this chapter. Those units that are in compliance shall be issued a certificate of compliance.
- (b) An owner shall provide the department with a certificate of insurance, issued by an insurance company that certifies that the dwelling unit is insured against structural loss or damage, including, but not limited to, fire damage. The certificate of insurance shall state the name of each person named on the policy and its expiration date. The certificate of insurance shall be in force at the time a certificate of compliance is issued or at the time a renewed certificate of compliance is issued.
- (c) The department shall schedule initial inspections, at its discretion, of dwelling units which are subject to rental agreements to determine if the units qualify for a certificate of compliance. The owner of the property shall receive not less than 30 days' prior notice of the department's intent to inspect the property. The owner shall provide to the tenant a minimum of 72 hours' written notice of the township's intent to inspect the property. After the initial phase-in period, all dwelling units which are subject to rental agreements shall be required to be inspected at not less than 24-month intervals, or at the reasonable discretion of the building official.
- (d) No person, either the owner or the owner's agent, shall rent or lease dwelling units after the initial inspection, to any tenant, unless that owner or agent has first obtained a valid certificate of compliance from the department covering the unit. For new construction the original certificate of occupancy shall serve as the certificate of compliance for a period of 24 months.
- (e) The department shall advise the landlord and tenant that either has the right to refuse entry for purposes of inspection unless a search warrant is first obtained. If entry is refused, the department shall apply to the appropriate judicial officer for a search warrant and shall not inspect until a valid search warrant is obtained. Inspections shall be limited to only the areas necessary to ascertain compliance with the Code.
- (f) An owner or owner's agent who is provided, during an inspection of a dwelling unit, with written notice of a code violation or violations, shall correct the code violations within the period specified in the notice of violations.

Sec. 48-43. - Issuance of certificate of compliance.

- (a) A certificate of compliance shall not be issued until all required inspection and re-inspection fees have been paid in full.
- (b) A certificate of compliance shall be issued on the condition that the premises remain in compliance with the Code. If upon valid complaint the department determines that violations exist, the full certificate may be suspended as to the affected areas, and the areas may be ordered vacated until the unit is brought into compliance.

Sec. 48-44. - Right to examine certificate of compliance, registry of certificate holders.

- (a) The owners or the owner's agent shall provide a copy of a valid certificate of compliance to the tenant or prospective tenant at the tenant's request.
- (b) The department shall maintain a registry of all units that have obtained valid certificates. Such registry shall be available for public inspection.

Sec. 48-45. - Expiration of certificate of compliance.

Certificates of compliance shall be valid for 24 months after the date of issuance unless suspended by the department. The date of issuance and expiration shall be recorded on the certificate. It is the duty of the owner of the property to arrange for the inspection necessary for the renewal of the certificate at least 30 days prior to its expiration.

Sec. 48-46. - Transfer of certificate of compliance.

Certificates of compliance shall be transferable when the ownership of a dwelling unit changes provided that a valid certificate of compliance is in effect for each dwelling unit the owner intends to rent or lease. It shall be the duty of the new owner to register with the department consistent with Section 48-41.

Sec. 48-47. - Scope of inspection authority.

Nothing in this article shall be construed to restrict the lawful authority of the department to inspect any units in the township more frequently than such periodic inspection as outlined in this article.

Sec. 48-48. - Fees.

- (a) *Fee schedule.* The township board shall, by resolution, establish the fees to be charged by the department in the discharge of its duties pursuant to this article and re-inspections required by this article. Fees adopted by resolution, unless otherwise provided for in the resolution, shall be effective upon publication in a newspaper having general circulation in the township.
- (b) *Applicable fees.* The following fees are applicable:
 - (1) *Initial inspection/registration.* The fee for the inspection of each dwelling unit that has not previously received a certificate of compliance or for which the certificate has been expired for 12 months or longer.
 - (2) *Re-inspection.* Inspections required subsequent to an initial or renewal inspection, or a tenant complaint, for the purpose of determining that violations have been corrected.
 - (3) *Broken appointments.* Broken appointments shall be defined as situations where the owner or agent fails to honor an appointment scheduled by the department, or the owner or agent fails to provide proper notification to the tenant, and the tenant refuses to allow the inspection. Cancellation of the appointment shall not occur less than 4 business days prior to the scheduled appointment. Broken appointment fees may be waived at the discretion of the department upon showing of good cause.
 - (4) *Renewal inspections.* Inspections for the purpose of renewing a certificate of compliance if the unit complies with the Code and the certificate is renewed after one inspection.
 - (5) *Tenant complaints.* The department shall make an initial inspection after receiving a written complaint from the tenant. If a violation is found and re-inspection is required, the owners shall be billed for all required inspections.

- (6) *Search warrants.* An additional charge shall be assessed over and above any inspection charges for each unit for which a search warrant is issued by the court because the owner or agent has failed to respond to the department's requests to gain admission to the unit.

Sec. 48-49. - Collection of fees.

The fees charged pursuant to Section 48-48 shall be payable as follows:

- (a) *Phase-in requirement.* The department shall schedule initial inspections at its discretion. The owner of the property shall receive not less than 30 days' prior notice of the department's intent to inspect the property. All initial inspection fees shall be paid seven days prior to the scheduled inspection date.
- (b) *Renewal inspections.* All required fees for renewal inspections shall be paid upon application for such inspections as specified in Section 48-48
- (c) Fees for all required re-inspections shall be paid prior to the re-inspections being scheduled.
- (d) *Other fees.* All other fees required under this article are due when incurred. No certificate of compliance shall be issued until all required fees are paid.

Sec. 48-50. - Penalty.

- (a) Persons who violate any section of this article shall be responsible for a municipal civil infraction as provided in Chapter 40, Article II, of this Code of Ordinances for the Charter Township of Ypsilanti, and shall be subject to a maximum fine of not more than \$500.00.
- (b) The imposition of a fine for violation shall not excuse the violations or permit it to continue. All such persons shall be required to correct or remedy such situation or defects within a reasonable time and each act or violation and every day upon which such violation shall occur shall constitute a separate offense.
- (c) The application of the penalties of this section shall not be held to prevent the enforced removal of prohibited conditions by injunctive or other relief.

Sec. 48-51. - Proof of property insurance.

All persons owning dwelling units which are subject to rental agreements shall maintain property insurance on each dwelling unit, at all times, against structural loss or damage, including, but not limited to, fire damage.

Upon request of the department, all persons owning dwelling units which are subject to rental agreements shall present valid proof of property insurance.

Failure to present, upon request, valid property insurance for a dwelling unit shall result in a suspension of a certificate of compliance.

Sec. 48-52. - Unpaid fees; assessment.

All fees imposed pursuant to Section 48-48 that remains unpaid after 14 days' written notice to the owner shall be assessed against the property as a lien and placed on the tax roll.

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 invalidate.

Publication

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

Effective date

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

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO. 2014-442

*An Ordinance to Amend the Code of Ordinances, Chapter 42, Article VIII,
Offenses Concerning Underage Persons*

The Charter Township of Ypsilanti hereby ordains that the Code of Ordinances, Chapter 42, Article VIII, offenses concerning underage minors, is amended as follows:

Delete: In its entirety, Section 42-326 which provides that it is unlawful for a minor to purchase, possess or transfer a beeper or telephone paging device.

Severability

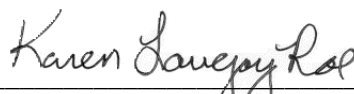
Should any provision or part of the within Ordinance be declared by any court of competent jurisdiction to be invalid or enforceable, the same shall not affect the validity or enforceability of the balance of this Ordinance which shall remain in full force and effect.

Effective Date and Repeal of Conflicting Ordinances

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

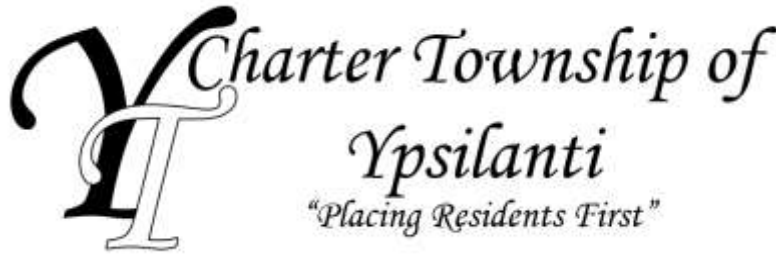
This ordinance shall take effect after publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2014-442 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on December 16, 2014. The second reading is scheduled to be heard on January 20, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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



**Office of Community
Standards**

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

Memorandum

To: Township Board of Trustees
Cc: Nancy Wrybkowski, Deputy Clerk
From: Joe Lawson, Planning Director
Date: December 9, 2014
Re: Crown Castle Proposed Lease Amendment. – 2801 Holmes Road

Please find attached the request of Mr. James Baker of the Lyle Company, an Authorized Vendor of Crown Castle requesting an amendment to the lease agreement between Crown Castle and Ypsilanti Township in relation to the wireless communication facility located at 2801 Holmes Road.

I have attached a copy of the original 2006 lease agreement along with the proposed amendment for your review. In short, please be advised of the following proposed changes:

- If approved, the expiration date of the lease would be extended 25 years from August 2036 to August 2061.
- Crown Castle will have the right of first refusal should the Township wish to sell, lease, option or license the land currently associated with this lease to another provider.
- Crown Castle shall have the option to expand the existing ground lease area by 1,250 square-feet for the housing of additional ground equipment.

A copy has been sent to the Attorney's office for review and consideration. Should the Board agree with the proposed amendment, it is the request of staff that the Board approve the Township Supervisor and Clerk to sign the agreement contingent upon the review and approval of the Township Attorney.

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



James Baker
The Lyle Company
 3140 Gold Camp Drive #30
 Rancho Cordova, CA 95670
 Tel: (248) 417-7771
 Fax: (888) 566-0110

**An Authorized Vendor of
 Crown Castle**



Crown Castle
 1220 Augusta Drive #500
 Houston, TX 77057

November 12, 2014

Township of Ypsilanti
 Attention: Joe Lawson
 7200 S. Huron River Drive
 Ypsilanti, MI 48197
 (734) 485-3943

RE: Business Unit # 829178
Site Name: YCUA RL

Dear Joe:

This letter agreement (“**Letter Agreement**”) sets forth the terms of the agreement that is to be memorialized between T-Mobile USA Towers LLC, by CCTMO LLC, a Delaware limited liability company, its Attorney in Fact, (“**Tenant**”) and Township of Ypsilanti, a Michigan municipal corporation (“**Landlord**”), to modify, among other things, the length of the term in the lease agreement between the Landlord and Tenant dated March 24, 2011, as may be amended (“**Lease**”) for property located in Ypsilanti, Washtenaw County, Michigan (“**Property**”).

For and in consideration of Fifty Dollars (\$50.00) to be paid by Tenant to Landlord within thirty (30) days after full execution of this Letter Agreement, the parties agree as follows:

1. Landlord and Tenant will enter into an amendment to the Lease (“**Lease Amendment**”) wherein the term of the Lease will be modified. The Lease currently provides, in Section 4, that there are four (4) Renewal Terms of five (5) years each. That Lease section will be amended to provide five (5) additional Renewal Terms of five (5) years each, extending the term of the Lease by twenty five (25) years. The new final Lease expiration date will be August 9, 2061.

2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:

- a. If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord’s interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or Landlord’s interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant’s possessory or economic interest in the Property. If Landlord’s notice covers portions of

Landlord's parent parcel beyond the Property, Tenant may elect to acquire an interest in only the Property, and the consideration shall be pro-rated on an acreage basis.

- b. The Lease Amendment shall include a provision stating that Tenant will pay to Landlord a onetime amount of **Five Thousand Dollars (\$5,000.00)** for the full execution of the Lease Amendment within sixty (60) days of the full execution of the Lease Amendment.
- c. As further consideration for Tenant entering into the Lease Amendment, during the term of the Lease, Tenant shall have an irrevocable option ("**Option**") to lease up to a maximum of **one thousand two hundred fifty (1,250)** square feet of real property in a location that is selected by Tenant but subject to approval of Landlord, not to be unreasonably withheld ("**Additional Lease Area**") on the same terms and conditions set forth in the Lease. If Tenant elects to exercise the Option, Tenant shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Tenant for the existing lease area at the time Tenant exercises the Option. Tenant may exercise the Option by providing written notice to Landlord at any time. Within thirty (30) days after Tenant's exercise of the Option, Landlord shall execute and deliver an amendment to the Lease, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Tenant's interest in the Additional Lease Area. In addition, within thirty (30) days after Tenant's exercise of the Option, Landlord shall obtain and deliver any documentation necessary to free the Additional Lease Area from any mortgages, deeds of trust, liens or encumbrances.

3. Furthermore, the Lease Amendment will modify the Lease to provide that if requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Property for the purpose of constructing, maintaining and operating communications facilities. Landlord will agree to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord will appoint Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf.

4. Landlord shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

5. Upon receipt of this Letter Agreement evidencing Landlord's acceptance of the terms herein, Tenant shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property committee, Tenant shall prepare a Lease Amendment that incorporates the terms and conditions described in this Letter Agreement. In connection therewith, the parties acknowledge and agree that this Letter Agreement is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of the Lease Amendment, Landlord hereby agrees to execute the Lease Amendment without any unreasonable delay.

6. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Landlord and Tenant each will pay its own out-of-pocket expenses.

7. Notwithstanding anything to the contrary contained herein, Tenant has the complete right to terminate this Letter Agreement for any or no reason at any time prior to full execution of the Lease Amendment, without damages.

8. Landlord represents and warrants that Landlord is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents, including but not limited to the Lease Amendment, required by this Letter Agreement. From the date of this Letter Agreement through the date that Landlord executes the Lease Amendment, Landlord shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Landlord shall promptly notify Tenant if any representation or warranty is or possibly may not be true or correct. Landlord's representations, warranties and covenants shall survive following the full execution of the Lease Amendment.

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

LANDLORD:

**TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation**

By: _____

Name: Brenda Stumbo

Title: Township Supervisor

Date: _____

LANDLORD:

**TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation**

By: _____

Name: Karen Lovejoy Roe

Title: Township Clerk

Date: _____

TENANT:

**T-MOBILE USA TOWER LLC,
a Delaware limited liability company**

**By: CCTMO LLC
a Delaware limited liability company,
its Attorney in Fact**

By: _____

Name: _____

Title: _____

Date: _____

Site: DE05751
Site Name: Holmes Road - YCUA
Market: Detroit

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is dated as of _____, 2006, by T-Mobile Central LLC, a Delaware Limited Liability Company ("T-Mobile" or "Tenant") and Township of Ypsilanti, a Michigan municipal corporation ("Owner" or "Landlord").

For One Dollar (\$1.00) paid to Owner, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Owner owns a parcel of land ("Land") located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, commonly known as 2801 Holmes Road, Ypsilanti, MI 48197. The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period"), Owner hereby leases to T-Mobile and T-Mobile leases from Owner approximately two thousand five hundred (2,500) square feet of the Land and all access and utility easements necessary or desirable therefore ("Premises"), as may be described generally in Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("Effective Date"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("Due Diligence Period"), T-Mobile shall only be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that T-Mobile may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that T-Mobile determines, during the Due Diligence Period, that the Premises are not appropriate for T-Mobile's intended use, or if for any other reason, or no reason, T-Mobile decides not to commence its tenancy of the Premises, then T-Mobile shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and T-Mobile expressly acknowledge and agree that T-Mobile's access to the Land during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that T-Mobile shall not be considered an owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. **Term.** The term of T-Mobile's tenancy hereunder shall commence upon the start of construction of the Tenant Facilities (as defined in Paragraph 6 below), ninety (90) days following Landlord issuing a building permit or six (6) months following the Effective Date, whichever first occurs ("Term Commencement Date") and shall terminate on the fifth anniversary of the Term Commencement Date ("Term") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods ("Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **Rent.** Within fifteen (15) business days following the Term Commencement Date, and on the first day of each subsequent year, Tenant shall pay to Landlord as rent Sixteen Thousand Eight Hundred and 00/100 Dollars (\$16,800.00) annually ("Rent"). Rent for any fractional year at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be increased each year by an amount equal to three (3%) of the Rent in effect for the previous year. Rent shall be payable to Landlord at 7200 S. Huron

River Drive, Ypsilanti, Michigan 48197 Attention: Treasurer. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 From from Landlord.

5. Use. From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such Investigations and Tests as Tenant may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at no out of pocket expense to Landlord, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

6. Facilities; Utilities; Access

(a) Tenant has the right to construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefore ("Tenant Facilities"). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Land, but is not required to remove any foundation more than one (1) foot below grade level.

(b) Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land. In connection therewith, Landlord hereby grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, and/or remove cable and lines on, over, under and across a portion of Landlord's Property as necessary or desirable therefore. Landlord agrees to sign such documents or easements, at no cost to Tenant or the utility companies, as may be required by said utility companies to provide such service to the Premises. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to Landlord and the servicing utility company.

(c) Tenant, Tenant's employees, agents and contractors shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Land, and such right and easement may be described generally in Exhibit B.

(d) Tenant may construct an access road to the Premises ("Access Road"), across the Land as more fully described in Exhibit B, if tenant reasonably determines such Access Road is necessary for Tenant's ingress to and egress from the Premises. Tenant shall be responsible for maintaining and repairing such Access Road until the expiration or earlier termination of this Agreement, at its sole expense, less reasonable wear and tear or loss by casualty or other causes beyond Tenant's reasonable control. Landlord shall be responsible for any damages to the Access Road caused by use of the Access Road by Landlord, or Landlord's agents, employees, licensees, invitees or contractors, and shall be responsible for maintaining and repairing the Access Road from and after the expiration or earlier termination of this Agreement, which costs shall be Landlord's sole responsibility.

7. **Interference**

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Land, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities.

(b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Land or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use best effort to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

8. **Taxes.** If personal property taxes are assessed, upon receipt of the summer and winter personal property tax bills, currently sent out by the Township on or about July 1 and December 1, respectively, Tenant shall pay any portion of such taxes directly attributable to the Tenant Facilities. Landlord shall pay when due all real property taxes, assessments and deferred taxes on the Land.

9. **Waiver of Landlord's Lien**

(a) Landlord waives any lien right it may have concerning the Tenant Facilities, all of which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

(b) Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities; or (iii) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Tenant if any environmental report for the Land reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) by Tenant if the Landlord fails to deliver to Tenant an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below. Upon termination, any prepaid Rent shall be refunded to Tenant within thirty (30) days of termination.

11. **Destruction or Condemnation.** If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the

date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance

(a) Tenant, at Tenant's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Tenant shall provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 12. Alternatively, Tenant shall have the option of providing Landlord with evidence of such coverage electronically by providing to Landlord a Uniform Resource Locator ("URL") Link to access Tenant's memorandum of insurance ("MOI") website in order for Landlord to review the coverage required by this Paragraph 12.

(b) Landlord shall be named as an additional insured on Tenant's policy.

13. Waiver of Subrogation- Landlord and Tenant release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Land or the Premises or to the Tenant Facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage cause by any of the risks insured against under any insurance policy required by Paragraph 12.

14. Liability and Indemnity. Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party or its agents, employees or contractors in or about the Land. The duties described in this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

15. Assignment and Subletting. Tenant may assign this Agreement, or sublet or license the Premises or any portion thereof, which shall be evidenced by written notice thereof to Landlord within a reasonable period of time thereafter. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Landlord's Lien") above. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

16. **Warranty of Title and Quiet Enjoyment.** Landlord warrants that: (i) Landlord owns the Land in fee simple, has rights of access thereto from the nearest public roadway, which Tenant is legally permitted to use, and the Land and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods.

17. **Repairs.** Tenant shall repair any damage to the Premises or Land caused by the negligence or willful misconduct of Tenant. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Tenant shall repair the Premises to substantially the condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's reasonable control excepted.

18. **Hazardous Material**

(a) As of the Effective Date of this Agreement: (1) tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below), and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Land in violation of any Environmental Law; (ii) no notice has been received by or on behalf of landlord from, and landlord has no knowledge that notice has been given to any predecessor owner or operator of the Land by, and governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.

(b) Without limiting Paragraph 14, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Land by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Land by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) **"Hazardous Material"** means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) **"Environmental Law"** means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretative thereof, including orders, decrees, judgments rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal,

or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Land and their real and personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Landlord:

Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197
Attn: Clerk
Phone: (734) 484-4700

Tenant:

T-Mobile Central, LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

T-Mobile, Central LLC
12170 Merriman
Livonia, MI 48150
Attn: Lease Administration Manager

With a copy to:

T-Mobile Central, LLC
c/o T-Mobile USA, Inc.
8550 W. Bryn Mawr Ave.
Chicago, IL 60631
Attn: Lease Administration Manager

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

(f) This Agreement shall be governed by the laws of the State of Michigan.

(g) Landlord agrees to execute and deliver to Tenant a Memorandum of Agreement in the form annexed hereto as Exhibit C and acknowledges that such Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Land is located.

(h) In the event the Land is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and deliver to Tenant an executed and acknowledged non-disturbance and attornment instrument for each such mortgage or deed of trust in a recordable form reasonably acceptable to both parties.

(i) Landlord agrees to fully cooperate with Tenant (including obtaining and/or executing necessary documentation) to clear any outstanding title issues that could adversely affect Tenant's interest in the Premises created by this Agreement.

(j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(k) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(l) Both parties took part in the negotiation of this Agreement and agree that legal concepts intended to construe the Agreement against the drafter will not apply against either party.

(m) In the event of any breach or default by either party, the other party shall be entitled to all rights and remedies provided for in this Agreement and/or available at law, in equity, by statute or otherwise, all of which rights and remedies shall be cumulative (and not exclusive).

(n) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(o) All Recitals set forth above, and all Riders and Exhibits annexed hereto, form material parts of this Agreement and are hereby incorporated herein by this reference.

(p) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

20. Supplier Diversity. T-Mobile is committed to equal employment and vendor diversity. As part of this commitment, it is the policy of T-Mobile that small business concerns, veteran-owned small business concerns, HUBZone small business concerns, women-owned small business concerns, small disadvantaged business concerns (including 8(a) business concerns) and historically black colleges and universities and minority institutions ("Diverse Suppliers," as further defined below) shall have the maximum practicable opportunity to participate in performance of contracting between T-Mobile and its vendors. The term "Diverse Supplier(s)" shall mean and be defined as set forth in Federal Acquisition Regulation Part 19 and 13 C.F.R. Part 121. In addition, "Historically black colleges and universities," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean and include institutions determined by the Secretary of Education to meet the requirements of C.F.R. Section 608.2; any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; and "Minority institutions," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. Section 1135d-5(3)); and also Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. Section 1059c(b)(1)). Landlord shall confirm in the space below whether or not Landlord reasonably believes it qualifies as a Diverse Supplier.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LANDLORD:

Township of Ypsilanti,
a Michigan municipal corporation

By: [Signature]
Name: Kurt And Janner
Title: Supervisor
Date: July 18, 2006

TENANT:

T-Mobile Central LLC.,
a Delaware Limited Liability Company

By: [Signature]
Name: Michael S. Hogan
Title: Director of Engineering & Operation
Date: 7/21/06

By: [Signature]
Name: Brenda L. Stumbo
Title: Clerk
Date: 7/18/06
Tax I.D. _____

Diverse Supplier: Yes No

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 2006, by and between Township of Ypsilanti, a Michigan municipal corporation, as Landlord, and T-Mobile Central, LLC., a Delaware Limited Liability Company, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 11-01-200-003

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

County of Washtenaw, Township of Ypsilanti, State of Michigan, is described as follows:

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2006, by and between Township of Ypsilanti, a Michigan municipal corporation, as Landlord, and T-Mobile Central, LLC., a Delaware Limited Liability Company, as Tenant.

The Premises are described and/or depicted as follows:

A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO

Notes:

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. Without in any way limiting Paragraph 6 (or Tenant's right to make future changes), Tenant intends to initially install up to twelve (9) antennas, fifteen (18) coaxial cables and three GPS signal units and connections. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

T-Mobile® USA, INC.

12170 MERRIMAN ROAD
LIVONIA, MI 48150

SITE NUMBER: DE05751
SITE NAME: HOLMES ROAD RL

PROPOSED ANTENNA MOUNT ON A PROPOSED 120' MONOPOLE
WITH COMMUNICATIONS EQUIPMENT CABINETS



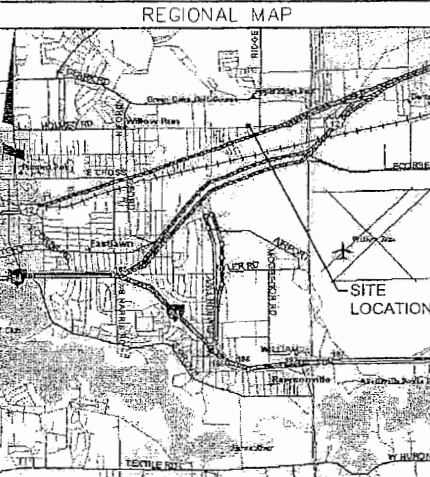
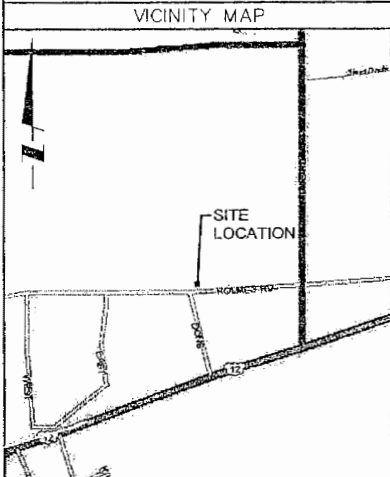
T-Mobile®
COMMUNICATIONS SERVICES, INC.
600 Busse Highway
Park Ridge, IL 60068
Tel: 847-789-1000
Fax: 847-789-1000

DATE	DESCRIPTION	BY	APPROVED
10/20/06	ISSUED FOR CONSTRUCTION	TJZ	
10/20/06	REVISED PER TOWNSHIP, COUNTY COMMENTS	TJZ	
10/20/06	REVISED TOWER HEIGHT	TJZ	
10/20/06	AS-BUILT FOR FINAL	TJZ	
10/20/06	ADDITIONAL VISITANT TOWER COMMENTS	TJZ	
10/20/06	DRIVEWAY SECTION REVISION	TJZ	
10/20/06	NOTE NO. 1 VISITANT EQUIPMENT, ADD	TJZ	

CONSULTANT TEAM

PROJECT CONSULTANT: TERRA CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
(847) 698-6400

SURVEYOR: WILLIAMS & WORKS
548 OTTAWA, N.W.
GRAND RAPIDS, MI 49503
(616) 224-1500



PROJECT INFORMATION

SITE NUMBER: DE05751
SITE NAME: HOLMES ROAD RL
SITE ADDRESS: 2801 HOLMES YPSILANTI, MI 48197

PROPERTY OWNER: YPSILANTI TWP, 7200 S. HURON RIVER DR. YPSILANTI, MI 48197

CONTACT PERSON: JEFF ALLEN (734) 494-0373

APPLICANT: T-MOBILE USA, INC. 12170 MERRIMAN ROAD LIVONIA, MI 48150

CONTACT PERSON: CHRIS FURR (734) 287-5698

LATITUDE (FROM 2C): 42° 15' 17.65"N
LONGITUDE (FROM 2C): 83° 33' 34.24"W

ZONING CLASSIFICATION: I-1 LIGHT INDUSTRIAL
P.L.N.: K-11-01-203-003

HANDICAPPED REQUIREMENTS: FACILITY IS UNMANNED & NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS NOT REQUIRED.

PLUMBING REQUIREMENTS: FACILITY HAS NO PLUMBING.

LIGHTING: FACILITY CONTAINS NO PROPOSED LIGHTING; TOWER WILL NOT BE LIT.

SHEET INDEX		REVISION
SHEET	DESCRIPTION	
T-1	TITLE SHEET	5.
SS-1	SITE SURVEY	1.
LP	LOCATION PLAN	5.
C-1	ENGINEERING SITE PLAN	5., 7.
C-2	SITE GRADING PLAN	5.
C-2A	SITE DRAINAGE PLAN	5.
C-3	EQUIPMENT SLAB DETAILS	4.
C-4	SITE DETAILS	5.
C-5	DRIVEWAY PLAN & PROFILE	4.
C-5	SITE DETAILS	4., 6.
ANT-1	SITE ELEVATION AND ANT. MOUNTING DETAILS	4., 7.
E-1	UTILITY ROUTING PLAN	4.
E-2	ELECTRICAL SITE AND GROUNDING PLAN	4.
E-3	ELECTRICAL AND GROUNDING DETAILS	4.
E-4	ELECTRICAL AND GROUNDING DETAILS	4.
E-5	CABINET DETAILS AND NOTES	4.
L-1	LANDSCAPE PLAN	4.
EX-1	AERIAL PHOTO EXHIBIT	4.
N-1	GENERAL NOTES	4.

DRIVING DIRECTIONS

FROM LOCAL T-MOBILE OFFICE: GO NORTH ON MERRIMAN TURN RIGHT ONTO SCHOL CRAFT. TAKE THE I-96 W. TAKE I-275 SOUTH, EXIT ON US-12 (MICHIGAN AVE). GO WEST ON US-12 TURN RIGHT ON RIDGE ROAD. TURN LEFT ON CLARK RD.

3 MORNING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-492-7171

APPROVALS

LANDLORD: SIGNATURE _____ DATE _____

RF ENGINEER: SIGNATURE _____ DATE _____

ZONING: SIGNATURE _____ DATE _____

OPERATIONS: SIGNATURE _____ DATE _____

CONSTRUCTION FIELD MGR.: SIGNATURE _____ DATE _____

SITE ACQUISITION: SIGNATURE _____ DATE _____

SITE DE05751C

HOLMES ROAD RL

2801 HOLMES YPSILANTI, MI 48197

DRAWN BY: CPD
CHECKED BY: TJZ
DATE: 07/04
PROJECT #: 2206

SHEET TITLE: TITLE SHEET
SHEET NUMBER: **T-1**

SURVEYOR'S NOTE

- 1.) THE PARENT PARCEL BOUNDARY OF THIS DRAWING IS ILLUSTRATED FROM RECORD INFORMATION AND IS APPROXIMATE.
- 2.) THE TOPOGRAPIHICAL SURVEY FOR THIS MAP WAS PERFORMED ON MAY 13, 2004.
- 3.) NOT TO BE USED AS CONSTRUCTION DRAWINGS.

ELEVATION DATUM

ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM. CONTOURS ARE ILLUSTRATED AT 1.0' INTERVALS.

BMP#ELEV. 731.50
BOX CUT ON S.E. CORNER OF CONCRETE PAD TO ELECTRIC TRANSFORMER.

BMP#ELEV. 234.16
R.S. SPIKE WEST SIDE POWER POLE N.E. CORNER OF GRAMEL DRIVE TO WATER TANK IN HOLMES ROAD.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE PARENT PARCEL DESCRIPTION TO ORIENT DRAWING TO TRUE NORTH, ROTATE CLOCKWISE 0°17'33".

ZONING DATA

SUBJECT SITE ZONING: I-1 LIGHT INDUSTRIAL
SETBACKS: FRONT: HEIGHT OF TOWER
REAR: HEIGHT OF TOWER
SIDE: HEIGHT OF TOWER

LEASE SITE AREA: 2500 sq.ft.

PARCEL AREA: 1,570.620 sq.ft.

FLOOD PLAIN INFORMATION

WE HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE MAP AS PREPARED FOR THE TOWNSHIP OF YPSILANTI, WASHINGTON COUNTY, MICHIGAN, COMMUNITY PANEL NUMBER 280512 DATED JUNE 15, 1981, AND FIND THAT THE PROJECT SITE IS NOT WITHIN THE LIMITS OF THE 100 YEAR FLOOD ZONE.

LATITUDE & LONGITUDE

LATITUDE AND LONGITUDE OF SITE REFERENCE POINT ARE BASED ON THE HARNWELL ACCURACY NETWORK (NAD83/1994)

LATITUDE: 42°15'17.65" N
LONGITUDE: 83°33'34.24" W

FAA CERTIFICATION

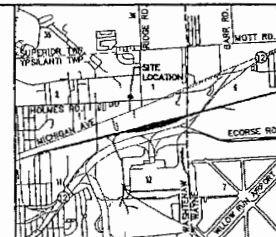
RE: AERONAUTICAL STUDY
FOR AERONAUTICAL STUDY NO. _____ I CERTIFY THAT THE LATITUDE 42° 15' 17.65" NORTH AND LONGITUDE 83° 33' 34.24" WEST ARE WITHIN +/- 50 FEET HORIZONTALLY, AND THE SITE ELEVATION 730' AMSL, PLANNED STRUCTURE HEIGHT, 100' ASL, AND PLANNED OVERALL HEIGHT, 400' AMSL, ARE WITHIN +/- 20 FEET IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND EXPRESSED AS DECIMALS, MINUTES AND SECONDS. THE VERTICAL DATUM (DESCRIPT) ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND ARE DETERMINED TO THE NEAREST FOOT.

SITE INFORMATION

PROPERTY OWNER: CHARTER TOWNSHIP OF YPSILANTI
PARCEL NUMBER: K-11-01-200-002
ZONING CLASSIFICATION: I-1 LIGHT INDUSTRIAL

CHARTER TOWNSHIP OF YPSILANTI
PARCEL NO. K-11-01-200-002
ZONING I-1 LIGHT INDUSTRIAL

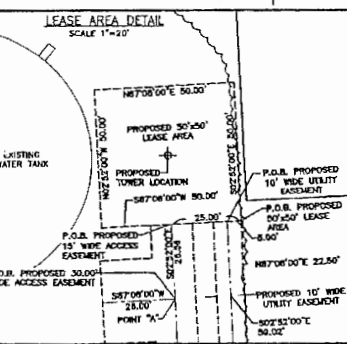
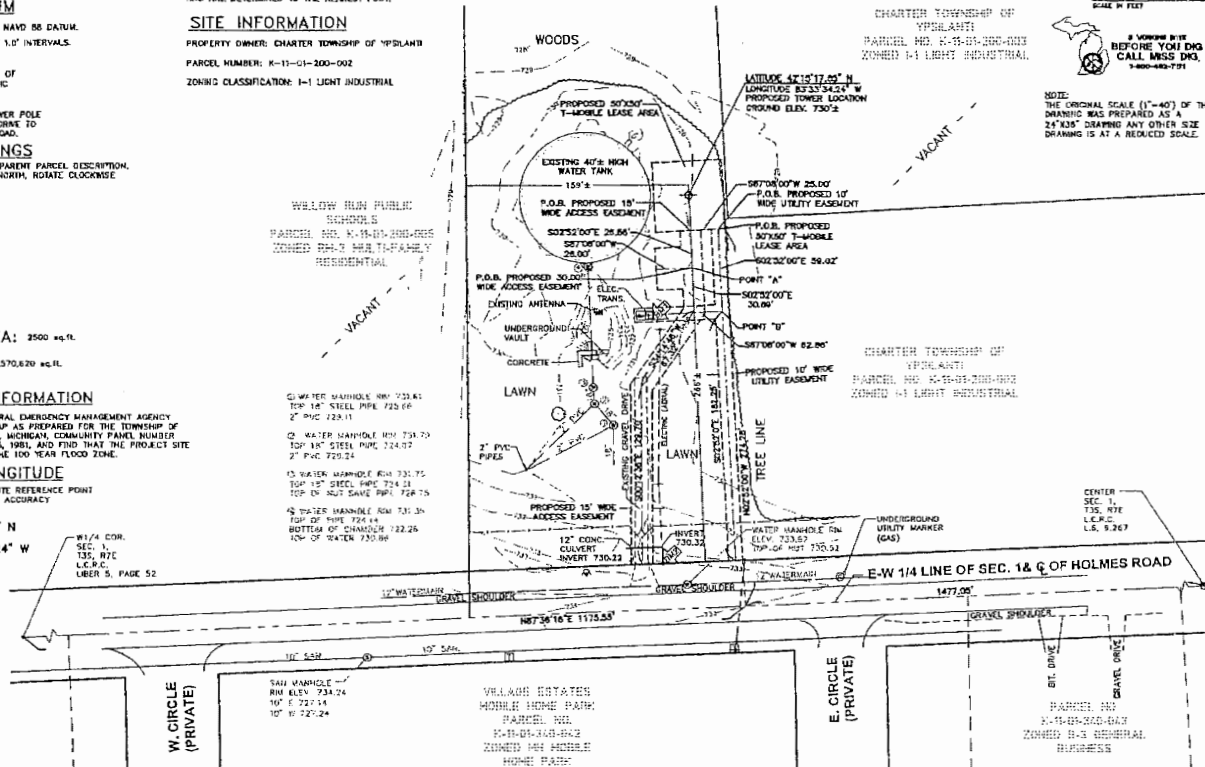
NOTE: THE ORIGINAL SCALE (1"=40') OF THIS DRAWING WAS PREPARED AS A 24"x36" DRAWING ANY OTHER SIZE DRAWING IS AT A REDUCED SCALE.



LOCATION MAP N.T.S.

LEGEND

- WELL
- ROADWAY
- HOUSING BOX
- HOUSING BOX
- KEY HOLE STAKE
- POST
- HIGH PIPE
- FR. PIPES
- FOUND IRON STAKE
- SET IRON STAKE
- IRON
- FR. SIGN
- OUT FILE
- UTILITY POLE
- UTILITY POLE
- POST
- U.S. UTILITY MARKER
- SOL. BORING
- VALVE
- SATELLITE DISH
- AC UNIT
- U.S. UTILITY MARKER
- FMIC HYDRANT
- WATER VALVE
- GAS VALVE
- WATER METER
- GAS METER
- WATER METER
- TELEPHONE HOOK
- ELECTRIC METER
- CABLE TV BOX
- CATCH BASIN
- ROUND OVER BASH
- GAS MANHOLE
- SEWER MANHOLE
- SANITARY MANHOLE
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- POST
- HANDBALL PARKING SPACE
- DRAIN
- WELL
- FIRE WIRE
- WATER UTILITY LINE
- TELEPHONE UTILITY LINE
- ELECTRIC UTILITY LINE
- GAS UTILITY LINE
- STEAM UTILITY LINE
- FRESH UTILITY LINE
- SANITARY UTILITY LINE
- FIRE SPRINK UTILITY LINE
- OVERHEAD UTILITY LINE

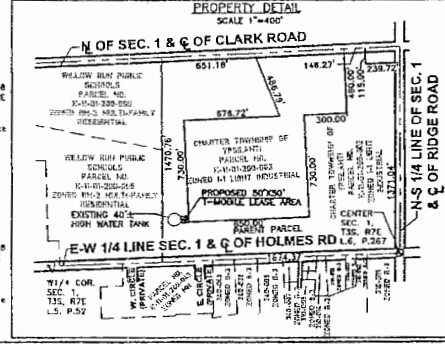


LEGAL DESCRIPTION
PARENT PARCEL (PER TAX DESCRIPTION)
BEG AT CORNER OF SEC. 1 & Q OF CLARK ROAD; TH N 02-52-00 E 730 FT; TH N 87-04-55 E 451.10 FT IN THE CENTER OF CLARK ROAD; TH S 02-52-00 E 486.79 FT; TH S 87-08-00 W 676.72 FT; TH S 02-52-00 E 730 FT; TH N 87-08-00 E 850 FT; TH N 02-52-00 W 730 FT; TH N 87-08-00 E 300 FT; TH N 02-52-00 W 440 FT; TH N 87-04-55 E 148.27 FT; TH S 02-52-00 E 115 FT; TH N 87-04-55 E 239.72 FT; TH S 02-52-00 E 131.04 FT IN A S 1/4 LINE TO PL. OF BEG. BEING PART OF NW 1/4 SEC. 1, 135-87E, 36.06 AC.

LEGAL DESCRIPTION
LEASE AREA
All that part of the Northwest 1/4 of Section 1, Town 3 South, Range 7 East, Ypsilanti Township, Washington County, Michigan, described on, Commencing at the West 1/4 corner of Section 1, thence North 87°36'15" East 1123.53 feet along the East-West 1/4 line of said section; thence North 02°52'00" West 274.28 feet to the PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 02°52'00" East 58.02 feet to Point 'A'; thence continuing South 02°52'00" East 30.89 feet; thence South 347°44' West 67.32 feet; thence South 091°23' East 129.70 feet to the Northerly right of way line of Holmes Road (66 feet wide) for the place of beginning of this centerline description; thence South 87°00'00" West 82.60 feet to the place of ending of this centerline description.

LEGAL DESCRIPTION
ACCESS EASEMENT
A 15.00 foot wide easement in that part of the Northwest 1/4 of Section 1, Town 3 South, Range 7 East, Ypsilanti Township, Washington County, Michigan, the corners of which is described on, Commencing at the West 1/4 corner of Section 1, thence North 87°36'15" East 1123.53 feet along the East-West 1/4 line of said section; thence North 02°52'00" West 274.28 feet; thence South 87°00'00" West 25.00 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 02°52'00" East 26.56 feet to Point 'A'; thence continuing South 02°52'00" East 30.89 feet; thence South 347°44' West 67.32 feet; thence South 091°23' East 129.70 feet to the Northerly right of way line of Holmes Road (66 feet wide) for the place of beginning of this centerline description; thence South 87°00'00" West 82.60 feet to the place of ending of this centerline description.

LEGAL DESCRIPTION
UTILITY EASEMENT
A 10.00 foot wide easement in that part of the Northwest 1/4 of Section 1, Town 3 South, Range 7 East, Ypsilanti Township, Washington County, Michigan, the corners of which is described on, Commencing at the West 1/4 corner of Section 1, thence North 87°36'15" East 1123.53 feet along the East-West 1/4 line of said section; thence North 02°52'00" West 274.28 feet; thence South 87°00'00" West 25.00 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 02°52'00" East 58.02 feet to Point 'B'; thence continuing South 02°52'00" East 182.23 feet to the Northerly right of way line of Holmes Road for the place of ending of this centerline description; thence South 87°00'00" West 82.60 feet to the place of beginning of this centerline description; thence South 87°00'00" West 82.60 feet to the place of ending of this centerline description.



T-Mobile
T-MOBILE
VORCESTREAM NETWORK, INC.
3070 MERRIAM RD.
LIVONIA, MI 48150
Phone: 734.987.7200
Fax: 734.907.7243

YCUA
DE05751C
Project Manager: Tom Zimmmermann
Office #: 847.899.6400

REVISIONS

NO.	DESCRIPTION	DATE
1	REVISED TO PARENT PARCEL NUMBER, ADDS ALL ZONING	06/09/04
2	REVISED TO CORRECT ERRORS	06/16/04
3	REVISED TOWER HEIGHT	12/14/04

Williams & Works
REGISTERED PROFESSIONAL LAND SURVEYOR
300 Old River Rd SW
SAC, Okla. 73159
405-276-1100
405-276-1101
405-276-1102
405-276-1103
405-276-1104
405-276-1105
405-276-1106
405-276-1107
405-276-1108
405-276-1109
405-276-1110

DATE: 05/14/04
SCALE: 1"=40'
PROJECT NO: 202149.010

DATE: 05/14/04
SCALE: 1"=40'
PROJECT NO: 202149.010

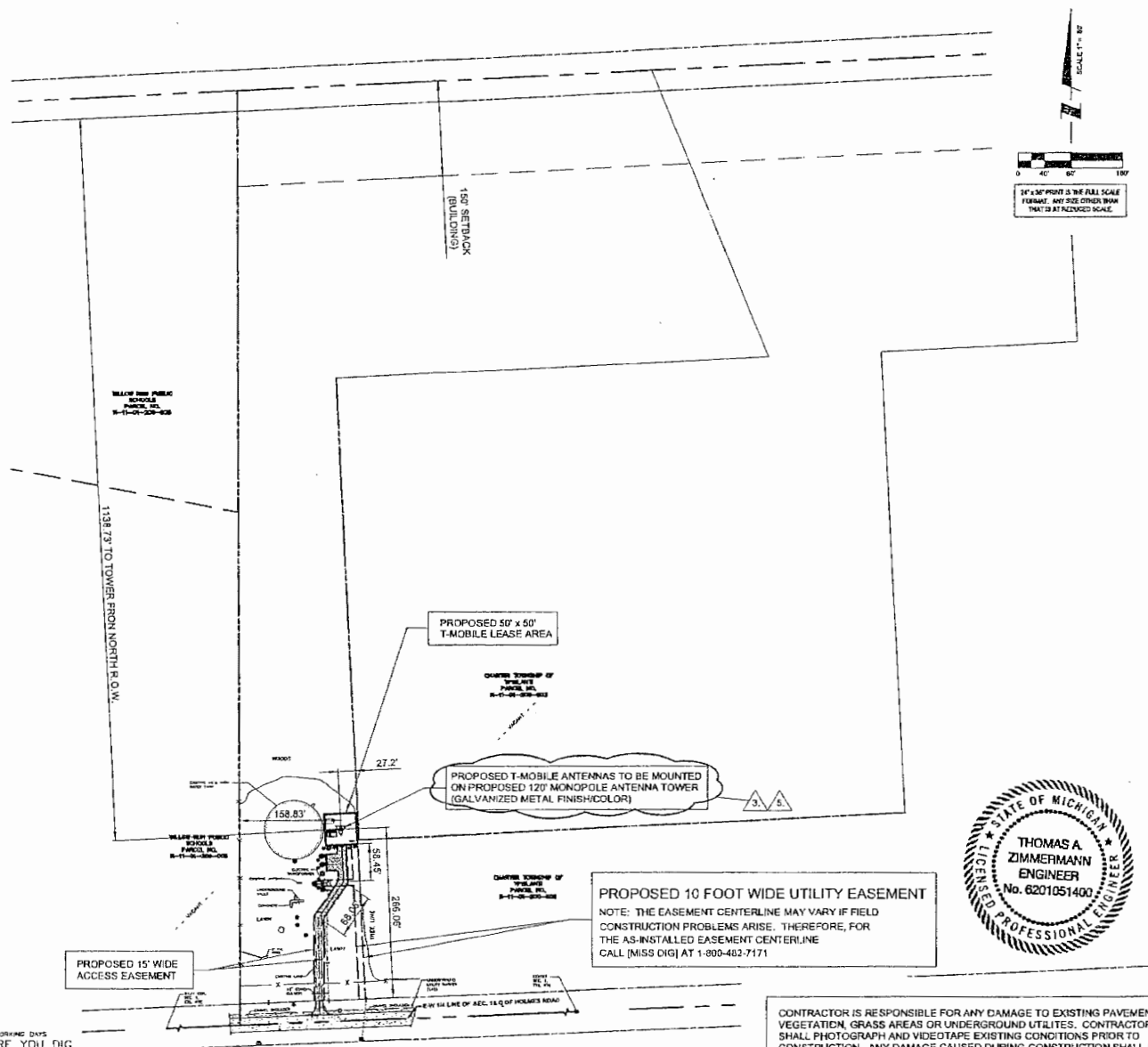
YCUA
2801 HOLMES RD.
YPSILANTI, MI 48197

DE05751C

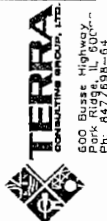
SS-1

LEGEND

- ▲ - WELL
- - HIGHWAY
- ⊙ - MONUMENT
- ⊠ - MONUMENT BOX
- - RIGHT OF WAY MARKER
- - SET WOOD STAKE
- XCUT - XCUT
- - IRON PIPE
- PK - PK NAIL
- - FOUND IRON STAKE
- - SET IRON STAKE
- - SIGN
- ⊠ - RR SIGN
- - GUY POLE
- - GUY ANCHOR
- - UTILITY POLE
- ★ - LIGHT POLE
- - POST
- ↑ - U.C. UTILITY MARKER
- SB/XX ○ - SOIL BORING
- ⊠ - MAILBOX
- ⊠ - SATELLITE DISH
- ⊠ - AC UNIT
- - U.G. UTILITY MARKER
- - FIRE HYDRANT
- - WATER VALVE
- ⊗ - GAS VALVE
- - UST FILL PORT
- ⊠ - GAS PUMP
- ⊠ - GAS METER
- W - WATER METER
- - TELEPHONE RISER
- ⊠ - ELECTRIC METER
- - CABLE TV RISER
- - CATCH BASIN
- ⊠ - ROUND CATCH BASIN
- - UTILITY MANHOLE
- - STORM MANHOLE
- - SANITARY MANHOLE
- ⊠ - ELECTRIC MANHOLE
- ⊠ - TELEPHONE MANHOLE
- ⊠ - WATER MANHOLE
- ⊠ - HANDICAP PARKING SPACE
- - SHRUB
- - TREE
- ⊠ - PINE TREE
- - WATER UTILITY LINE
- - TELEPHONE UTILITY LINE
- - ELECTRIC UTILITY LINE
- - GAS UTILITY LINE
- - STEAM UTILITY LINE
- - STORM UTILITY LINE
- - SANITARY UTILITY LINE
- - FIBER OPTIC UTILITY LINE
- - OVERHEAD UTILITY LINE



T-Mobile
 COMMUNICATIONS SERVICES, INC.
 6000 Busse Highway
 Naperville, IL 60563
 P.O. Box 442, Naperville, IL 60563
 Fax: 847/898-6666



NO.	DATE	DESCRIPTION
1	08/11/04	ISSUED FOR CONSTRUCTION
2	08/11/04	REVISED PER TOWNSHIP COMMENT
3	08/11/04	REVISED PER TOWNSHIP COMMENT
4	08/11/04	REVISED PER TOWNSHIP COMMENT
5	08/11/04	ADDITIONAL UTILITY TOWNSHIP COMMENTS
6	08/11/04	REVISED PER TOWNSHIP COMMENTS
7	08/11/04	REVISED PER TOWNSHIP COMMENTS

SITE DE05751C
 HOLMES ROAD RL



2801 HOLMES
 YPSILANTI, MI 48197

DRAWN BY:	CHE
CHECKED BY:	TAZ
DATE:	5/17/04
PROJECT #:	9256

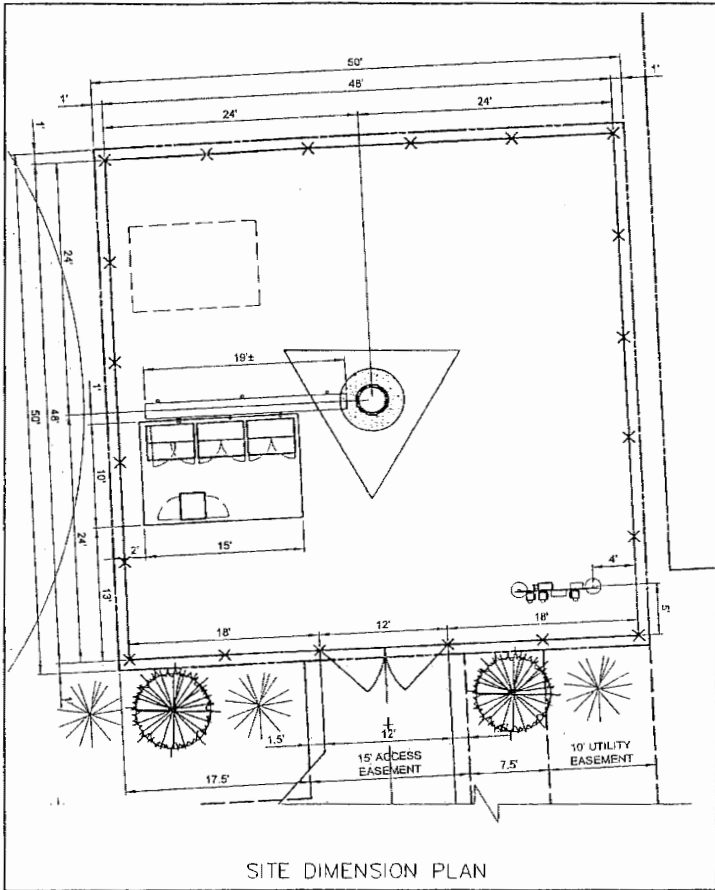
SHEET TITLE
 LOCATION PLAN

SHEET NUMBER
LP

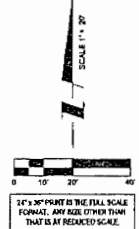
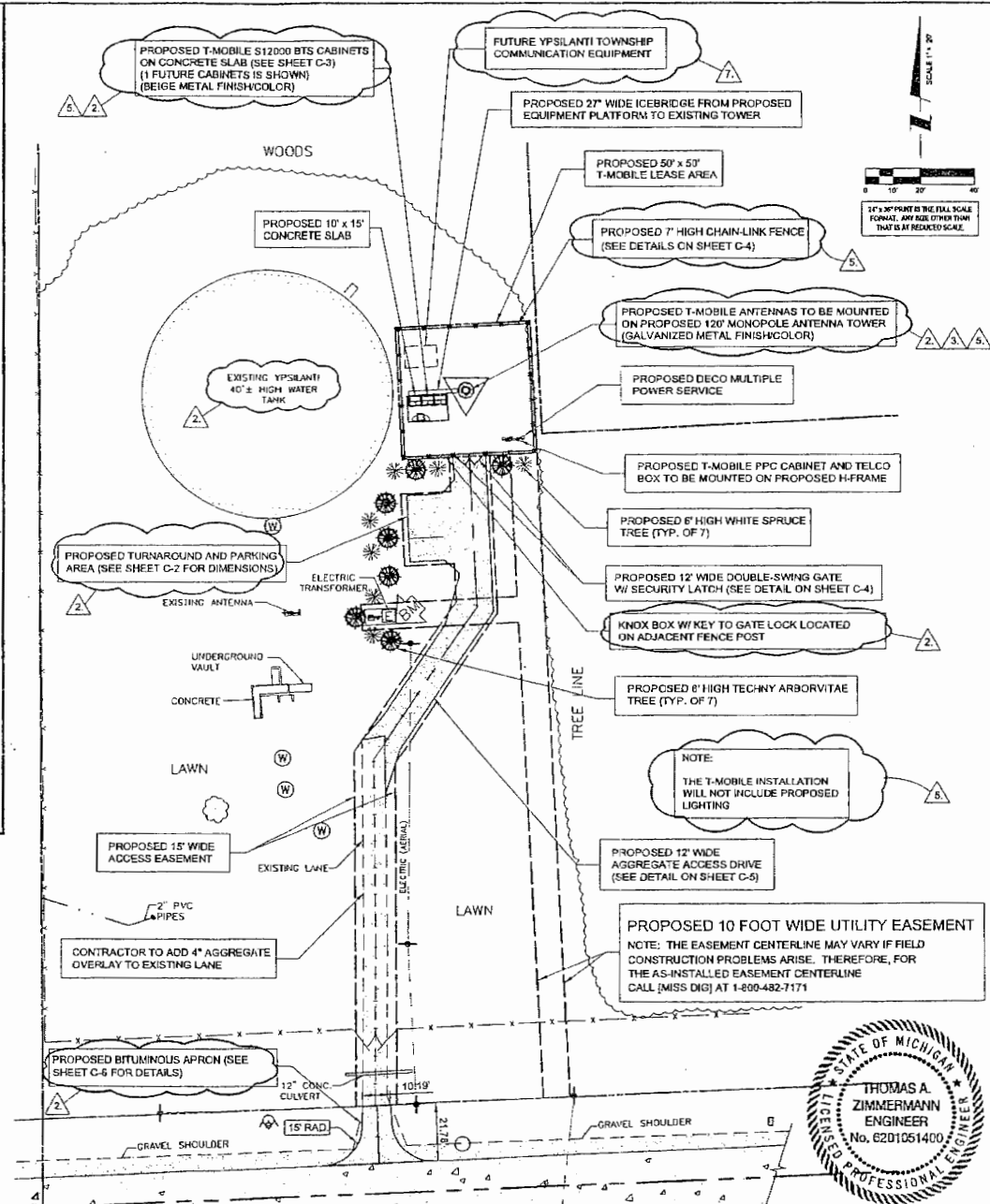
WILLIAMS & WORKS
 a tradition of service
 549 Ottawa, N.W. Grand Rapids, MI 49503
 Phone (616) 224-1500 Fax (616) 224-1501
BENCHMARK INFORMATION:
 BM#1: ELEV. BOX CUT ON S.E. CORNER OF CONCRETE PAD.



CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENTS, VEGETATION, GRASS AREAS OR UNDERGROUND UTILITIES. CONTRACTOR SHALL PHOTOGRAPH AND VIDEOTAPE EXISTING CONDITIONS PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST TO T-MOBILE.
 AFTER COMPLETION OF THE PROJECT, CONTRACTOR TO RESTORE ANY STAGING AREAS TO ORIGINAL CONDITION.



SITE DIMENSION PLAN



PAYEMENT MATERIALS AND QUANTITIES

APPROX PAVEMENT	40 S.Y. 2\"/>
ACCESS ROAD	195 S.Y. 8\"/>
	160 S.Y. 8\"/>
LEASE SITE	265 S.Y. (BASED ON 50'±50' LEASE AREA) 8\"/>
	192 L.F. OF FENCING

THE CONTRACTOR ALSO SHALL INCLUDE A SEPARATE UNIT PRICE PER CUBIC YARD TO REMOVE UNSTABLE OR UNSATURABLE MATERIAL AND HALF-IN GRANULAR BACKFILL UNDER THE ACCESS DRIVE AND/OR APRON.



SURVEY PROVIDED BY:

Williams & Works
 a tradition of service
 549 Ottawa, N.W. Grand Rapids, MI 49503
 Phone (616) 224-1500 Fax (616) 224-1501

BENCHMARK INFORMATION:
 BM#1: ELEV. BOX CUT ON S.E. CORNER OF CONCRETE PAD.

Mobile
 T-MOBILE COMMUNICATIONS SYSTEMS, INC.
 500 Busse Highway, Suite 14, Skokie, IL 60076
 Phone: 847/998-0000
 Fax: 847/998-0000

TERRA
 ENGINEERING ARCHITECTURE INTERIORS
 500 Busse Highway, Suite 14, Skokie, IL 60076
 Phone: 847/998-0000
 Fax: 847/998-0000

REVISIONS

NO.	DATE	DESCRIPTION
1	5/20/04	ISSUED FOR CONSTRUCTION
2	8/18/04	REVISED PER TOWNSHIP COUNTY COMMENTS
3	11/10/04	REVISED TOWNSHIP HEIGHT
4	1/17/05	REVISED FOR FINAL
5	1/20/05	ADDITIONAL YPSILANTI TOWNSHIP COMMENTS
6	1/20/05	COMPANY SECTION REVISION
7	1/20/05	NOTE PER YPSILANTI EQUIPMENT, ALSO

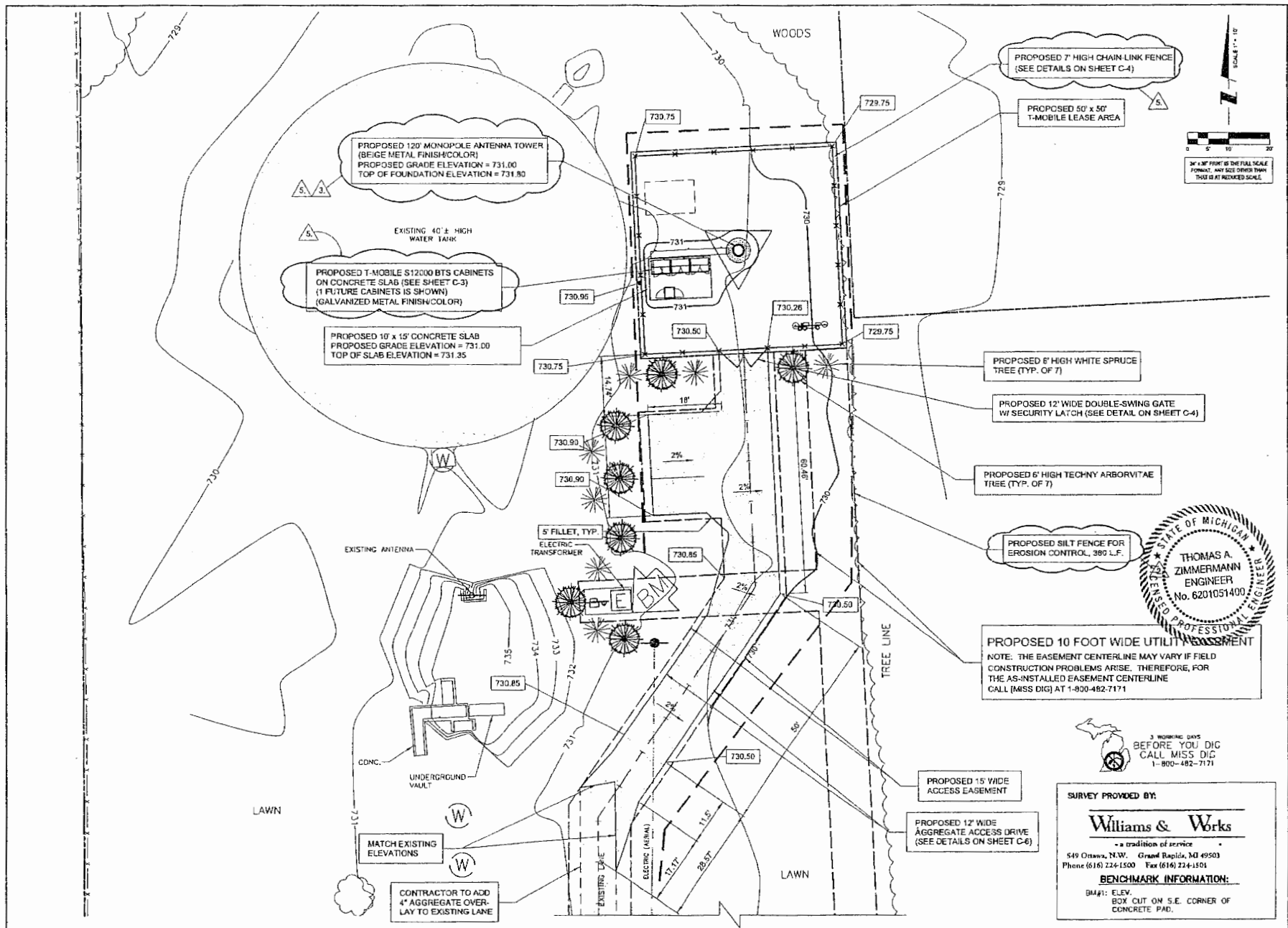
SITE DE05751C
HOLMES ROAD RL
 2801 HOLMES
 YPSILANTI, MI 48197

DRAWN BY: CND
CHECKED BY: TAZ
DATE: 01/10/04
PROJECT #: 0285

SHEET TITLE
ENGINEERING
SITE PLAN

SHEET NUMBER
C-1





T-Mobile
 10000 W. Grand Ave. Grand Rapids, MI 49508
 Phone: 616-224-1500 Fax: 616-224-1501

TERRA CONSULTING GROUP, LTD.
 6000 Busse Highway
 Park Ridge, IL
 Ph: 847-899-8999
 Fax: 847-899-8999

NO.	DATE	DESCRIPTION
1	12/20/08	ISSUED FOR CONSTRUCTION
2	12/20/08	REVISED PER TOWNSHIP, COUNTY COMMENTS
3	12/20/08	REVISED TOWER LEASE
4	12/23/08	RE-ISSUED FOR FINAL
5	2/2/09	ADDITIONAL UTILITY TOWNSHIP COMMENTS
6	2/2/09	DRIVEWAY SECTION REVISION
7	2/2/09	NOTE RE: YPSILANTI EQUIPMENT, ADD MARK

SITE DE05751C
HOLMES ROAD RL
 2801 HOLMES
 YPSILANTI, MI 48197

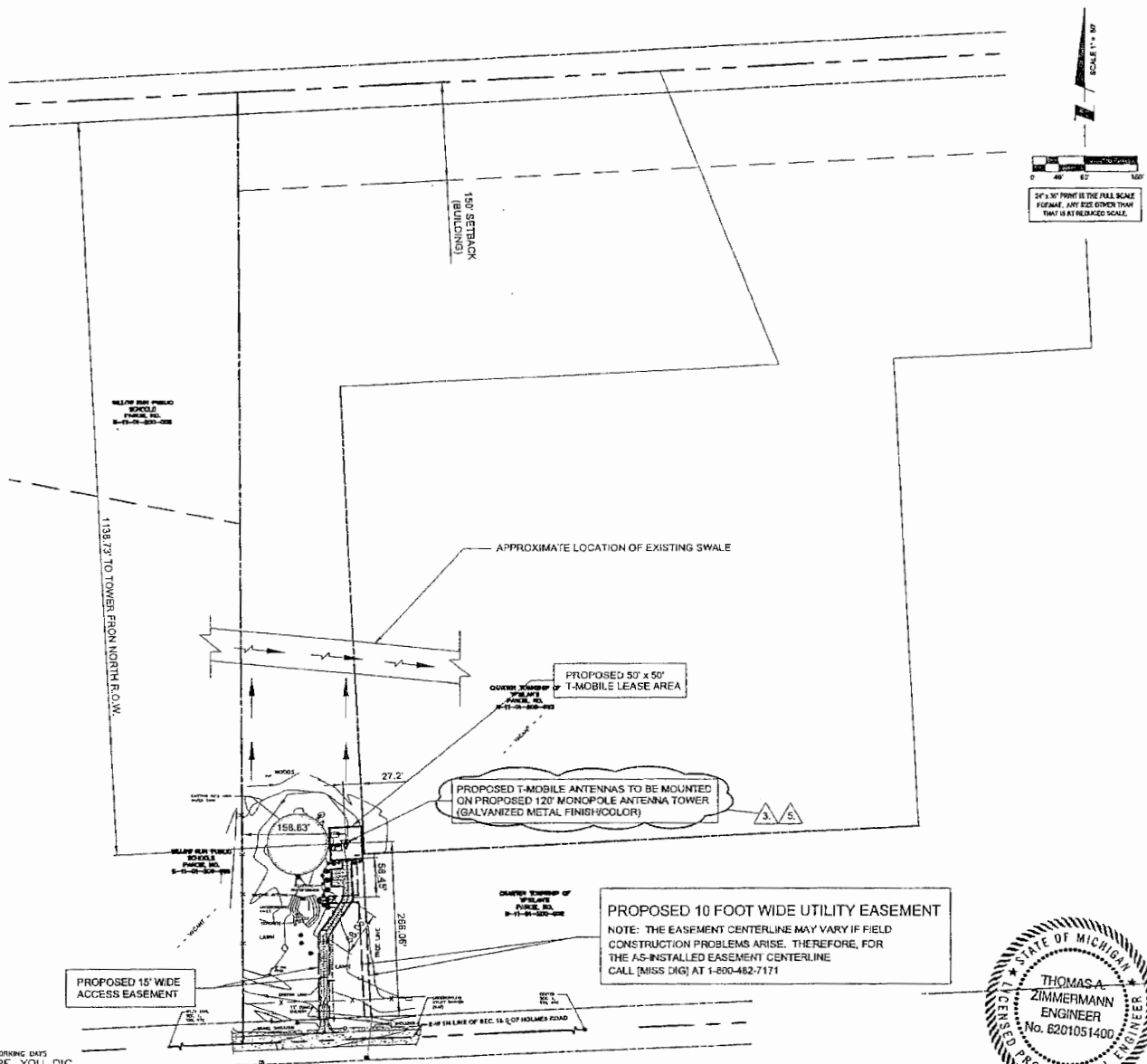
DRAWN BY: CHD
 CHECKED BY: TAZ
 DATE: 01/26/09
 PROJECT #: 028

SHEET TITLE
SITE GRADING PLAN

SHEET NUMBER
C-2



SURVEY PROVIDED BY:
Williams & Works
 - a tradition of service -
 549 Ottawa, N.W. Grand Rapids, MI 49503
 Phone (616) 224-1500 Fax (616) 224-1501
BENCHMARK INFORMATION:
 B.M.#1: ELEV. BOX CUT ON S.E. CORNER OF CONCRETE PAD.



SURVEY PROVIDED BY:

Williams & Works

• a tradition of service

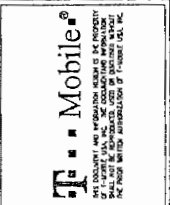
549 Ottawa, N.W. Grand Rapids, MI 49503
Phone (616) 224-1500 Fax (616) 224-1501

BENCHMARK INFORMATION:

BM#1: ELEV. BOX CUT ON S.E. CORNER OF CONCRETE PAD.



3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-462-7171



NO.	DATE	DESCRIPTION	BY	CHKD.
1		ISSUED FOR CONSTRUCTION		
2		REVISED PER TOWNSHIP COUNTY COMMENTS		
3		REVISED TOWER HEIGHT		
4		REVISED FOR FINAL		
5		ADDITIONAL TOWER ANTENNA COMMENTS		
6		CONTRACT SELECTION PERISHK		
7		CONTRACT SELECTION PERISHK		
8		CONTRACT SELECTION PERISHK		
9		CONTRACT SELECTION PERISHK		
10		CONTRACT SELECTION PERISHK		

SITE DE05751C

HOLMES ROAD RL

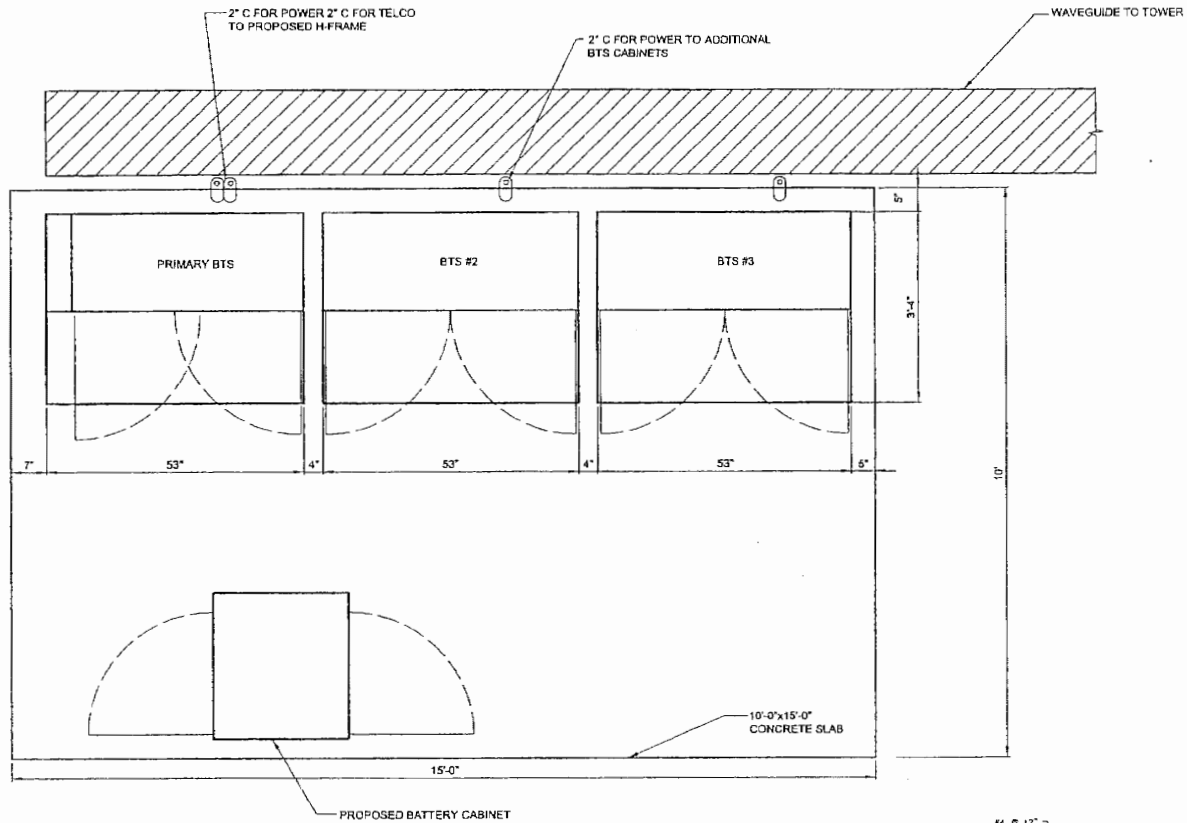
2801 HOLMES YPSILANTI, MI 48197

DRAWN BY:	CRD
CHECKED BY:	TAZ
DATE:	5/17/04
PROJECT #:	9254

SHEET TITLE
DRAINAGE PLAN

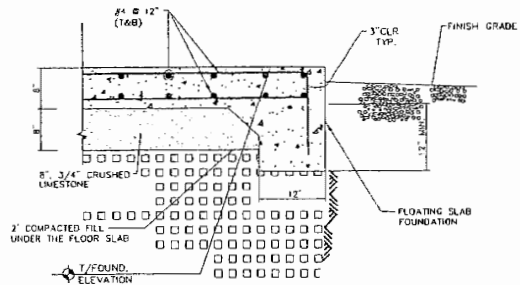
SHEET NUMBER
C2-A





1 EQUIPMENT CABINET SLAB PLAN N.T.S.

CONTRACTOR TO PROVIDE (2) 3/4" Ø FLEX CONDUITS FOR POWER AND TELCO FROM UNDERGROUND CONDUIT TO BTS CABINET



2 SECTION AT THICKENED EDGE SLAB N.T.S.



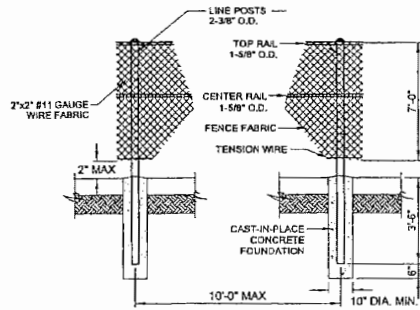
NO.	REVISIONS	DATE
1	ISSUED FOR CONSTRUCTION	12/10/03
2	REVISED PER TOWNSHIP COUNTY COMMENTS	12/10/03
3	REVISED TOWER HEIGHT	12/10/03
4	REDESIGNED FOR FINAL	2/10/04
5	ADDITIONAL YPSILANTI TOWNSHIP COMMENTS	2/10/04
6	DRIVEWAY SECTION REVISION	2/10/04
7	NOTE RE: YPSILANTI EQUIPMENT, ADD	2/10/04

SITE DE05751C
 HOLMES ROAD RL
 2801 HOLMES
 YPSILANTI, MI 48197

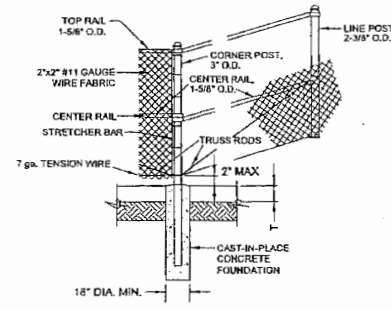
DRAWN BY:	CND
CHECKED BY:	TAZ
DATE:	8/17/04
PROJECT #:	0289

SHEET TITLE
 EQUIPMENT
 SLAB DETAILS

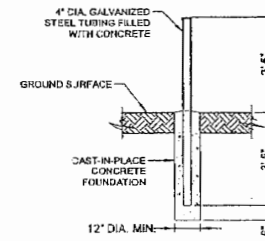
SHEET NUMBER
C-3



1 STEEL POST
THE FENCE SHALL BE GROUNDED AS SHOWN IN ELECTRICAL DETAILS N.T.S.

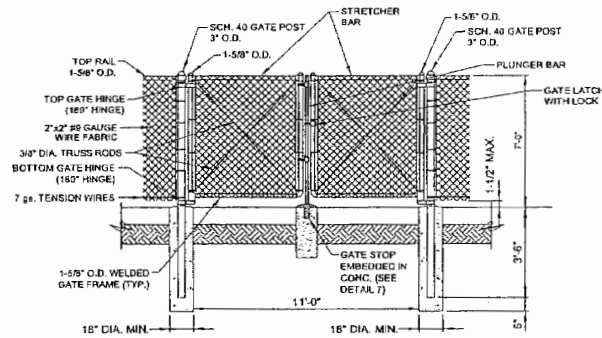


2 CORNER POST
THE FENCE SHALL BE GROUNDED AS SHOWN IN ELECTRICAL DETAILS N.T.S.

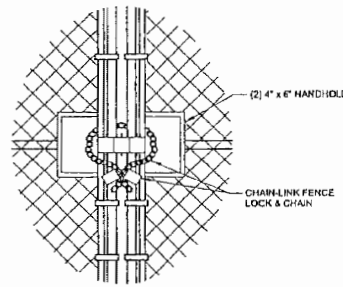


3 CONCRETE-FILLED BOLLARD N.T.S.

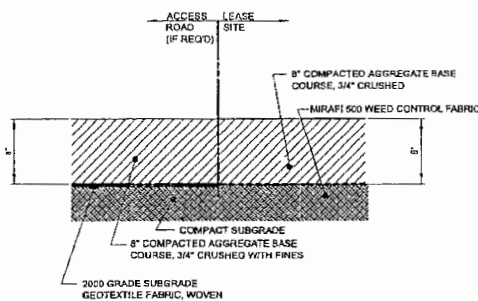
ALL FENCE FABRIC, POSTS AND HARDWARE SHALL HAVE A GALVANIZED FINISH CONFORMING TO ASTM A153 OR 1201123



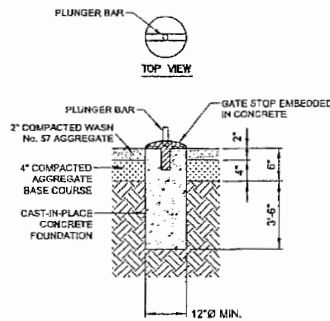
4 12'-0" DOUBLE-SWING GATE
THE FENCE SHALL BE GROUNDED AS SHOWN IN ELECTRICAL DETAILS N.T.S.



5 GATE LOCK & CHAIN N.T.S.



6 TYPICAL PAVEMENT/MATERIAL SECTION



7 GATE STOP DETAIL N.T.S.

TYPICAL WOVEN WIRE FENCING NOTES

(INSTALL FENCING PER ASTM F-567, SWING GATES PER ASTM F-900)

- ALL FENCING AND RELATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED ZINC FINISH: BARB WIRE - ASTM A655, FABRIC - ASTM A652-54, FRAME WORK - ASTM F669-81.
- GATE POST: 3" STD. PIPE SCH. 40 FOR GATE WIDTHS UP THRU 6'-0" OR 12'-0" FOR DOUBLE SWING GATE.
- END, CORNER & PULL POST: 3" Ø STD. PIPE SCH. 40 LINE POST 2 3/8" O.D. PIPE 16 GA.
- GATE FRAME: 1 1/2" Ø STD. PIPE SCH. 40 FOR GATE WIDTHS UP THRU 6'-0" OR 12'-0" FOR DOUBLE SWING GATE. GATE FRAME TO BE WELDED BEFORE GALVANIZING OR ASSEMBLY.
- TOP RAIL: 1 5/8" O.D. PIPE, 17 GA.
- FABRIC: 11 GA. CORE WIRE SIZE, 2" MESH, CONFORMING TO ASTM A-392.
- TIE WIRE: 11 GA. 12" O.C. SPACING @ POSTS/GATES, 24" O.C. AT RAILS / TENSION WIRE.
- TENSION WIRE: 7 GA. GALVANIZED STEEL OR ALUMINUM COATED COIL SPRING WIRE.
- STRETCHER BAR: 3/16" x 3/4" - FULL HEIGHT OF FABRIC SPACE TENSION BANDS 15" O.C. FOR FULL HEIGHT OF FENCE.
- GATE LATCH: 1 3/8" O.D. PLUNGER ROD W/ MUSHROOM TYPE CATCH AND COMBINATION LOCK.
- PROVIDE A CORNER POST WHERE THE FENCE CHANGES IN DIRECTION, HORIZONTALLY OR VERTICALLY, BY MORE THAN 30 DEGREES.
- CONTRACTOR SHALL COMPLY W/ LOCAL ORDINANCES REGARDING BARBED WIRE PERMITS.
- BARBED WIRE: DOUBLE STRAND 12.5 GA. TWISTED WIRE W/ 14 GA. 4 PT. BARBS SPACED AT 5" O.C.
- ALL CONCRETE FOOTINGS SHALL BE 3,000 PSI CONCRETE.
- MID RAIL TO BE INSTALLED TO FENCE AROUND ENTIRE COMPOUND.

NOTE:

PROVIDE "STYMI" MULTI ACCESS GATE LOCKING SYSTEM FOR MULTI CARRIER RAW LAND SITES.



Mobile
 ANY CONSULTING AND/OR DESIGN SERVICES SHALL BE PROVIDED BY THE CONSULTING ENGINEER AND NOT THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES PRIOR TO THE START OF CONSTRUCTION.

TERRA
 CONSULTING ENGINEERS, LTD.
 600 BLUES HIGHWAY
 P.O. BOX 11909
 CHICAGO, ILL. 60611
 PHONE: 312/767-8900
 FAX: 312/767-8900

NO.	DATE	DESCRIPTION	BY	CHKD.
1	05/04/24	ISSUED FOR CONSTRUCTION	TAZ	CKD
2	05/04/24	REVISED FOR TOWNSHIP COMMENTS	TAZ	CKD
3	05/04/24	REVISED TOWER HEIGHT	TAZ	CKD
4	05/04/24	REVISED FOR FINAL	TAZ	CKD
5	05/04/24	ADDITIONAL WELDED TOWNSHIP COMMENTS	TAZ	CKD
6	05/04/24	ADDITIONAL SECTION REVISION	TAZ	CKD
7	05/04/24	NOTE BY: PRELIMINARY EQUIPMENT ADD	TAZ	CKD

SITE DE05751C

HOLMES ROAD RL

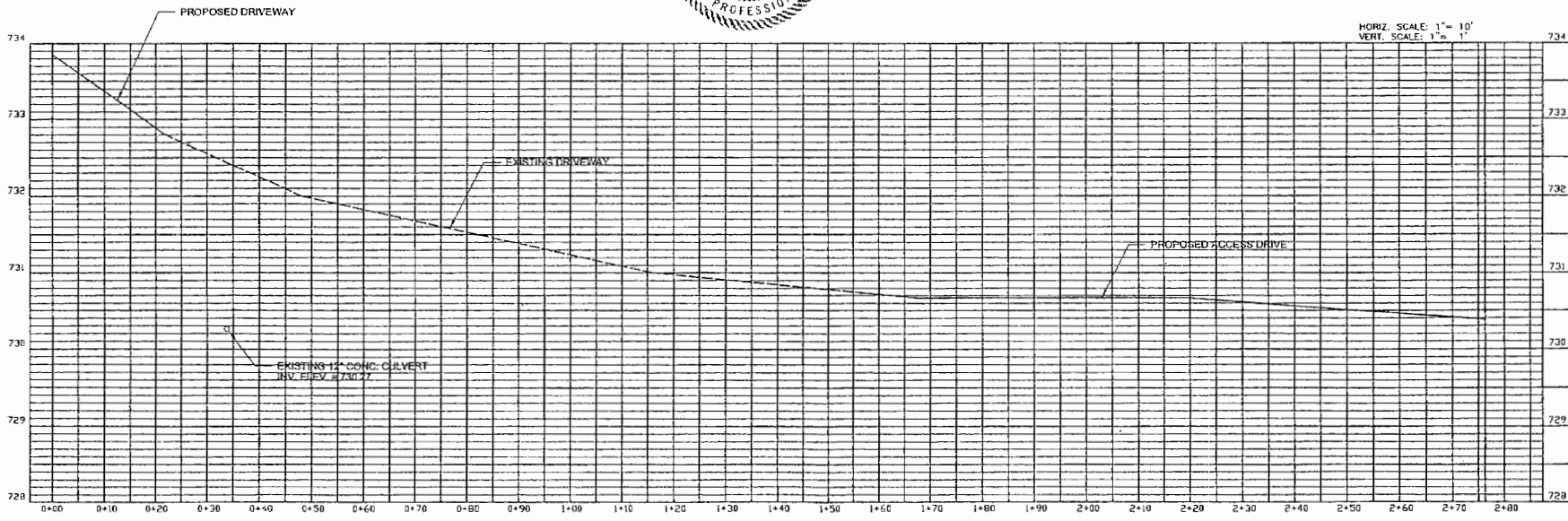
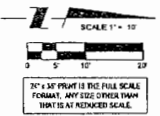
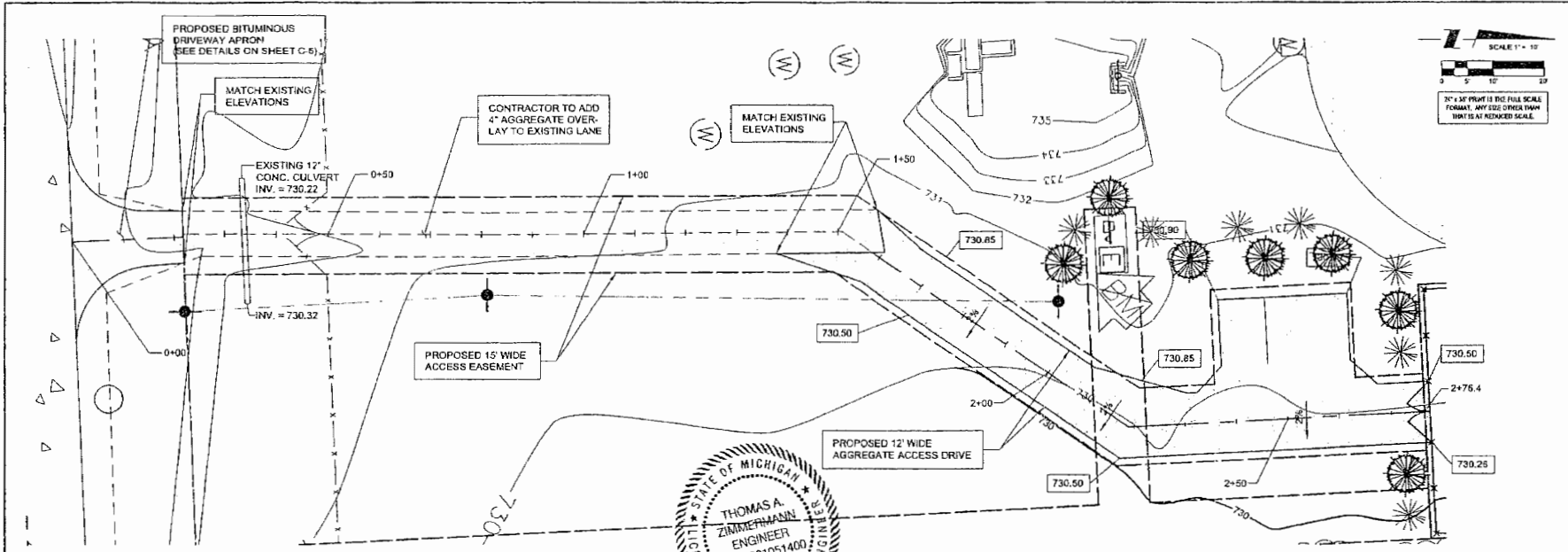
2801 HOLMES
 YPSILANTI, MI 48197

DRAWN BY:	CKD
CHECKED BY:	TAZ
DATE:	5/12/24
PROJECT #:	R266

SHEET TITLE
 SITE DETAILS

SHEET NUMBER

C-4



Terra CONSULTING GROUP, INC.
600 Bluffs Highway
Park Ridge, IL 60064
Tel: 847.235.0000
Fax: 847.235.0001

Mobile

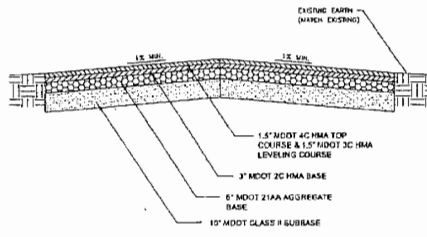
NO.	DATE	REVISIONS
1	05/15/04	DATE PLOTTED
2	05/15/04	DESIGNED FOR CONSTRUCTION
3	05/15/04	REVISED FOR COMMENTS, COUNTY COMMENTS
4	07/20/04	REVISED FOR FINAL
	12/19/04	ADDITIONAL TYPICAL TOWNSHIP COMMENTS
	02/08/05	DRIVEWAY SECTION REVISION
	09/08/05	NOTE RE: TYPICAL EQUIPMENT, ADD

SITE DE05'
HOLMES ROAD RL
2801 HOLMES
YPSILANTI, MI 48197

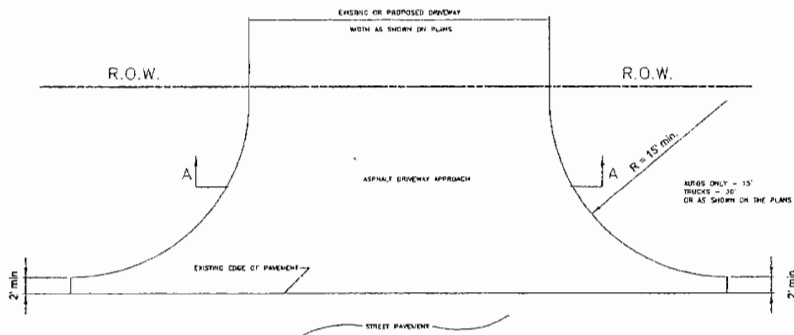
DRAWN BY: CAD
CHECKED BY: TAZ
DATE: 5/17/04
PROJECT #: 0226

SHEET TITLE
DRIVEWAY PLAN & PROFILE

SHEET NUMBER
C-5



SECTION A-A



1 ASPHALT DRIVEWAY APPROACH
INDUSTRIAL/COMMERCIAL
N.T.S.



T-Mobile
THE QUALITY OF SERVICE WE PROVIDE IS THE RESULT OF THE INVESTMENT WE MAKE IN OUR PEOPLE AND TECHNOLOGY. WE'VE BUILT A STATE-OF-THE-ART NETWORK TO BRING YOU THE BEST SERVICE AVAILABLE. WE'VE BUILT A STATE-OF-THE-ART NETWORK TO BRING YOU THE BEST SERVICE AVAILABLE.

TERRA
CONSTRUCTION CONSULTANTS, INC.
 600 Busse Highway
 Park Ridge, IL 60068
 Phone: 847-641-6400
 Fax: 847-641-6400

NO.	DATE	REVISIONS
1	02/01/05	ISSUED FOR CONSTRUCTION
2	02/01/05	REVISED PER TOWNSHIP COUNTY COMMENTS
3	02/01/05	REVISED TOWNSHIP HEIGHT
4	02/01/05	REVISED FOR FINAL
5	02/01/05	ADDITIONAL TOWNSHIP COMMENTS
6	02/01/05	ADDITIONAL TOWNSHIP COMMENTS
7	02/01/05	ADDITIONAL TOWNSHIP COMMENTS
8	02/01/05	ADDITIONAL TOWNSHIP COMMENTS
9	02/01/05	ADDITIONAL TOWNSHIP COMMENTS
10	02/01/05	ADDITIONAL TOWNSHIP COMMENTS

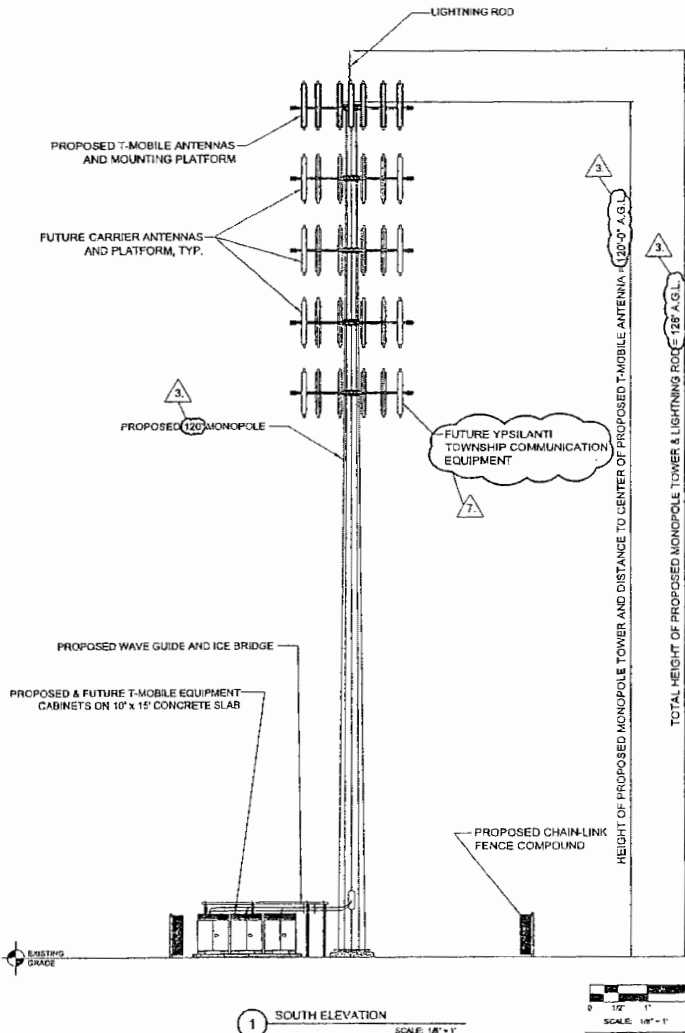
SITE DE05
 HOLMES ROAD RL
 2801 HOLMES
 YPSILANTI, MI 48197

DRAWN BY:	CND
CHECKED BY:	TAZ
DATE:	01/24/04
PROJECT #:	9286

SHEET TITLE
 SITE DETAILS

SHEET NUMBER
C-6

NOTE:
THIS DRAWING IS INTENDED FOR LAYOUT OF PROPOSED FACILITIES ONLY. THE DESIGN OF THE ANTENNA TOWER, THE STRUCTURAL ANALYSIS OF THE TOWER AND THE DESIGN OF THE PROPOSED ANTENNA SYSTEM WERE NOT PERFORMED BY TERRA CONSULTING.



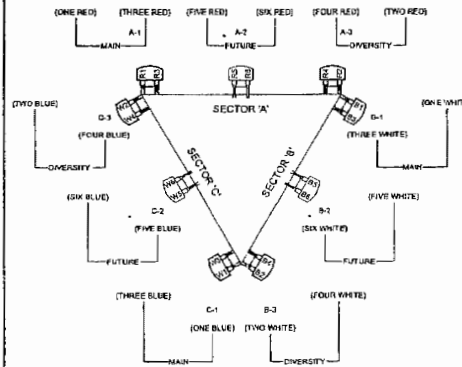
SECTOR	ALPHA	BETA	GAMMA
ANTENNA TYPE	RR90-17-02DP	RR90-17-02DP	RR90-17-02DP
NUMBER OF ANTENNAS	3	3	3
DEGREES OFF TRUE NORTH	10°	150°	240°
CENTERLINE ELEVATION	120°-0"	120°-0"	120°-0"
CABLE SIZE	1-1/4"Ø	1-1/4"Ø	1-1/4"Ø
# OF COAX LINES/ANTENNA	2	2	2
COAX LENGTH	145'	145'	145'
DOWNTILT (MECH.)	0°	0°	0°
DOWNTILT (ELEC.)	2°	2°	2°

NOTE: 6' SUPERFLUX JUMPERS AT ANTENNA LEVEL

2 ANTENNA ORIENTATION SCHEDULE

CABLE SIZE	ANDREW CABLE TYPE #	MANUF. MIN. BEND RADIUS	HANGER ANDREW CAT. #	CABLE TO CABLE SPACING	MAX. VER. HANGER SPACING	MAX. HOR. SPACING
1/2"	LDF4-50A	5"	209706-1	1/2"	4'-0"	3'-0"
7/8"	LDF4-50A	10"	209706-2	1/2"	4'-0"	3'-0"
1-5/8"	LDF4-50A	20"	209706-4	1/2"	4'-0"	3'-0"
1/2"	FSJ4-S0B	1-1/4"	209706-1	1/2"	4'-0"	3'-0"

3 COAX BEND TABLE



COAX CABLE IDENTIFICATION

CONTRACTOR MUST PROVIDE EASY IDENTIFICATION AND UNIFORM MARKING OF ANTENNA CABLING, PER THE FOLLOWING INSTRUCTIONS.

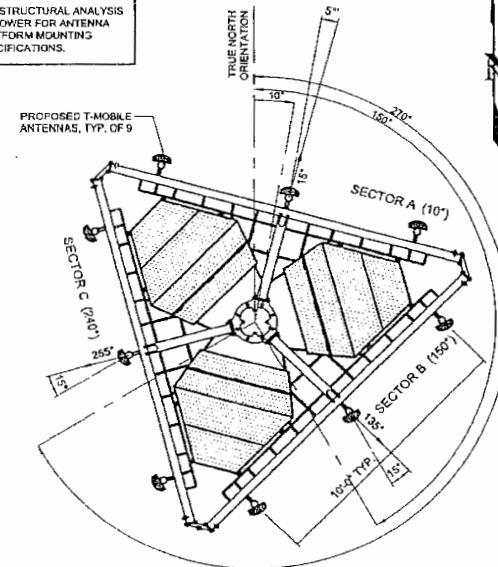
- LOCATION: MARKINGS SHALL BE MADE USING COLOR TAPE WITH 3" OF COVERING AFFIXED AT THREE PLACES ON THE COAX CABLE RUN AS FOLLOWS:
FIRST - ON THE COAX AT THE CONNECTOR NEAREST TO THE ANTENNA (WHERE THE COAX AND JUMPER ARE CONNECTED);
SECOND - AT THE BASE OF THE TOWER STRUCTURE.
THIRD - AT A POINT OUTSIDE THE BTS (JUST PRIOR TO MGB).
- SECTOR IDENTIFICATION: NORMALLY A SITE WILL HAVE UP TO THREE SECTORS. SECTORS SHALL BE DESIGNATED IN A CLOCKWISE MANNER: THE ALPHA SECTOR IS CLOSED TO ZERO DEGREES (NORTH), THE BETA AND GAMMA FOLLOW CLOCKWISE IN SEQUENCE.
ALPHA SECTOR - RED
BETA SECTOR - WHITE
GAMMA SECTOR - BLUE
- COLOR CODE REQUIRED AT 1/2 WAY IF RAD CENTERLINE IS GREATER THAN 20'.

4 CABLE CODING SCHEDULE

N.T.S.

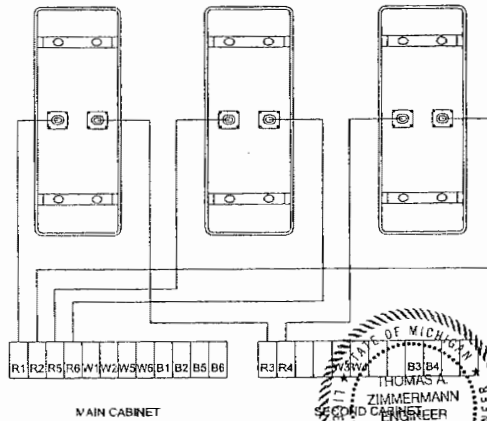
NOTE:

SEE STRUCTURAL ANALYSIS OF TOWER FOR ANTENNA PLATFORM MOUNTING SPECIFICATIONS.



5 ANTENNA ORIENTATION (AZIMUTHS) DOWNTILTS

N.T.S.



6 ANTENNA TO CABINET WIRING DIAGRAM

N.T.S.

Terra Consulting, Inc.
500 Busse Highway
P.O. Box 114, Pease, IL 60764
Ph: 708-99-6000
Fax: 708-99-6000

TERRA CONSULTING, INC.
500 BUSSE HIGHWAY
PEASE, ILLINOIS 60764
PH: 708-99-6000
FAX: 708-99-6000

NO.	DATE	DESCRIPTION
1	1/20/04	DESIGNED FOR CONSTRUCTION
2	1/20/04	REVISED FOR TOWNSHIP COUNTY COMMENTS
3	1/20/04	REVISED TOWER HEIGHT
4	1/20/04	REVISED FOR FINAL
5	1/20/04	ADDITIONAL YPSILANTI TOWNSHIP COMMENTS
6	1/20/04	DRIVEWAY SECTION REVISION
7	1/20/04	NOTE 8F: YPSILANTI EQUIPMENT, ACC

REVISIONS

SITE DE05
HOLMES ROAD RL
2801 HOLMES YPSILANTI, MI 48197

DRAWN BY: CKD
CHECKED BY: TAZ
DATE: 5/15/04
PROJECT #: 9280

SHEET TITLE
SITE ELEVATION AND ANTENNA MOUNTING DETAILS

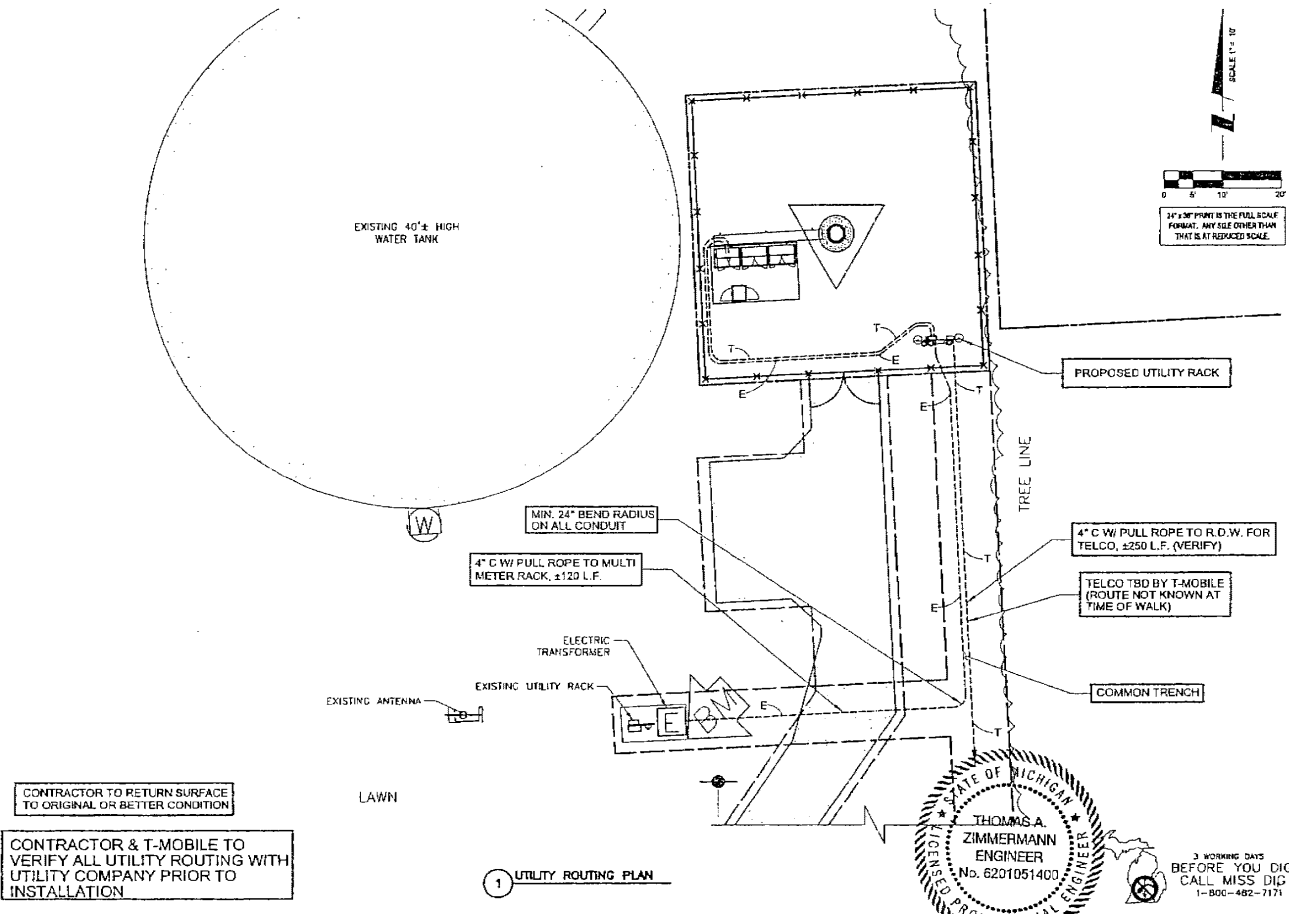
SHEET NUMBER
ANT-1

3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-452-7171

STATE OF MICHIGAN
THOMAS A. ZIMMERMANN
REGISTERED PROFESSIONAL ENGINEER
No. E201051400

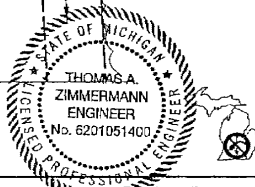
ELECTRICAL NOTES

- ALL WORK IS TO COMPLY WITH THE NATIONAL ELECTRICAL CODE (N.E.C.) AND ANY LOCAL ORDINANCES, CODES, AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING JURISDICTION. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL PERMITS AND RELATED FEES.
- ALL EQUIPMENT AND MATERIAL FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE UNDERWRITERS LABORATORIES (U.L.) LISTED NEW, FREE FROM DEFECTS, AND SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE BY OWNER OR HIS REPRESENTATIVE. SHOULD ANY TROUBLE DEVELOP DURING THIS PERIOD DUE TO FAULTY WORKMANSHIP, MATERIAL OR EQUIPMENT, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS AND LABOR TO CORRECT THE TROUBLE WITHOUT COST TO THE OWNER.
- ALL WORK SHALL BE EXECUTED IN A WORKMAN LIKE MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING RELATED TO ELECTRICAL WORK, AND SHALL RESTORE ALL EXISTING LANDSCAPING, SPRINKLER SYSTEMS, CONDUITS, WIRING, PIPING, ETC. DAMAGED BY THE ELECTRICAL WORK TO MATCH EXISTING CONDITIONS.
- ELECTRICAL WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ELECTRICAL POWER AND LIGHTING SYSTEMS, TELEPHONE AND COMMUNICATION SYSTEMS, PANEL BOARDS, CONDUIT CONTROL WIRING, GROUNDING, ETC. AS INDICATED ON ELECTRICAL DRAWINGS AND/OR AS REQUIRED BY GOVERNING CODES.
- PRIOR TO INSTALLING ANY ELECTRICAL WORK, THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY EXISTING SITE LOCATIONS AND CONDITIONS AND UTILITY SERVICE REQUIREMENTS OF THE JOB, AND BY REFERENCE TO ARCHITECTURE AND EQUIPMENT SUPPLIERS DRAWINGS. SHOULD THERE BE ANY QUESTION OR PROBLEM CONCERNING THE NECESSARY PROVISIONS TO BE MADE, PROPER DIRECTIONS SHALL BE OBTAINED BEFORE PROCEEDING WITH ANY WORK.
- PROVIDE POWER AND TELEPHONE TO SERVICE POINTS PER UTILITY COMPANY REQUIREMENTS. CONTRACTOR SHALL CONTACT UTILITY SERVICE PLANNERS AND OBTAIN ALL SERVICE REQUIREMENTS AND INCLUDE COSTS FOR SUCH IN HIS BID.
- SERVICE EQUIPMENT SHALL HAVE A SHORT CIRCUIT WITHSTAND RATINGS EQUAL TO OR EXCEEDING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SUPPLY TERMINAL. THE INSTALLATION SHALL BE FREE FROM ANY SHORT CIRCUITS AND GROUNDS.
- ALL WIRING SHALL BE COPPER WITH THHN/THWN DUAL RATED 600 VOLTS INSULATION.
- IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN ITEMS SHOWN ON THE PLANS AND/OR SPECIFICATIONS, THE HIGHER SPECIFICATION OR CODE WHICH PRESCRIBES AND ESTABLISHES THE HIGHEST STANDARD OF PERFORMANCE SHALL PREVAIL.
- SERVICE CONDUITS SHALL HAVE NO MORE THAN (2) 90° BENDS IN ANY SINGLE RUN. THE CONTRACTOR SHALL PROVIDE PULL BOXES AS NEEDED WHERE CONDUIT REQUIREMENTS EXCEED THESE CONDITIONS.
- ALL ELECTRICAL EQUIPMENT SHALL BE ANCHORED TO WITHSTAND 100 M.P.H. WIND SPEED AND DESIGNED FOR EXPOSURE C.
- ALL COAX, POWER AND TELEPHONE SYSTEM CONDUITS SHALL HAVE A MINIMUM 24" RADIUS SWEEP TO EQUIPMENT. PULL BOXES, MONOPOLE, E.T.C. UNLESS OTHERWISE NOTED, OR AS REQUIRED BY UTILITY COMPANIES.
- FUSE TYPE SHALL BE BUSSMAN RFI LOW PEAK FUSE (LPU-RK-100).
- UPON COMPLETION OF THE JOB, THE CONTRACTOR SHALL FURNISH AS-BUILT DRAWINGS TO THE OWNER.
- CONTRACTOR TO PROVIDE GUTTER TAP(S) AS REQUIRED.
- GENERAL GROUNDING CRITERIA (FOR TENANT IMPROVEMENTS): 1ST STEP: GROUND TO EXISTING BUILDING STRUCTURAL STEEL AND TO THE STREET SIDE OF EXISTING WATER METER COLD WATER LINE. WHEN TEST GROUNDING RESISTANCE TO WITHIN 1 TO 5 OHMS OVERALL GROUND RESISTANCE. WHERE THE EFFECTIVE RESISTANCE DOES NOT MEET THIS CRITERIA, PROVIDE SUPPLEMENTAL GROUNDINGS AND RE-TEST UNTIL GROUND RESISTANCE FALLS BELOW THIS LEVEL. 2ND STEP: SUPPLEMENTAL GROUNDING MAY CONSIST OF ONE OR MORE OF THE FOLLOWING: 1) COUNTERPOISE, 2) UNDERGROUND GROUND ROD AND/OR GROUND WHERE THE EXISTING BUILDING STEEL DOES NOT PROVIDE AN EFFECTIVE GROUND RESISTANCE. THEN THE CONTRACTOR SHALL PROVIDE A SEPARATE GROUND CONDUCTOR FROM ROOF MOUNTED BTS EQUIPMENT LOCATIONS EITHER DOWN THROUGH THE INSIDE OF THE BUILDING OR DOWN THE EXTERIOR OF THE BUILDING DEPENDING UPON OWNER PREFERENCE. WHERE THE GROUND CONDUCTOR FROM THE ROOF MOUNTED EQUIPMENT IS NOT IN CONDUIT, THE CONDUIT SHALL BE EFFECTIVELY GROUNDED TO THE GROUND CONDUCTOR AT BOTH ENDS OF THE CONDUIT. (MONOPOLE INSTALLATIONS). FOR INSTALLATIONS WHERE WOODEN STRUCTURES, TOWERS, CONCRETE SILOS, ETC. ARE ENCOUNTERED, A SEPARATE DOWN LEAD SHALL BE PROVIDED FROM THE ANTENNAS SEPARATED BY A MINIMUM OF 12 INCHES FROM THE COAXIAL CABLES. THE GROUND CONDUCTOR SHALL BE SECURELY FASTENED TO THE EXTERIOR OF OUTSIDE STRUCTURES WITH NONMETAL GROUND STRAPS EVERY 10 FEET. AGAIN, AS FOR TENANT IMPROVEMENT PROJECTS, TEST THE GROUND RESISTANCE FOR MONOPOLE INSTALLATIONS AND PROCEED PER THE ABOVE STEPS.
- CONTRACTOR TO COLOR PHASE CONDUCTORS BLACK (B PHASE), RED (A PHASE), WHITE (NEUTRAL), AND GREEN (GROUND).
- ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE SECTIONS OF THE LOCAL AND STATE BUILDING CODES

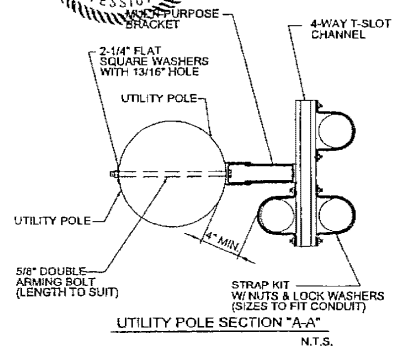
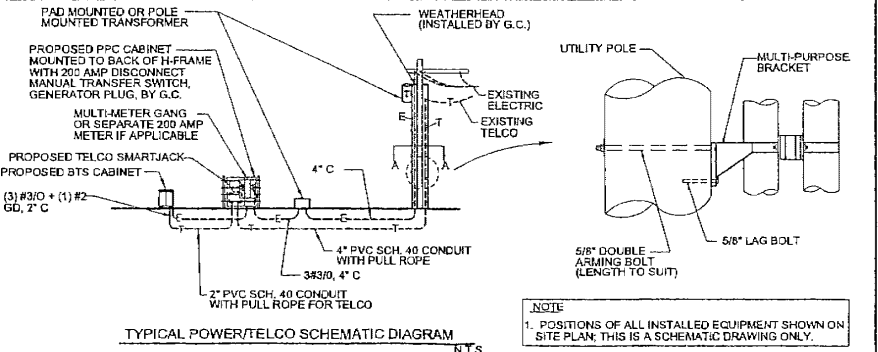


CONTRACTOR TO RETURN SURFACE TO ORIGINAL OR BETTER CONDITION

CONTRACTOR & T-MOBILE TO VERIFY ALL UTILITY ROUTING WITH UTILITY COMPANY PRIOR TO INSTALLATION



3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-492-7171



T-Mobile
 BY LOCAL LAW, THE LOCATION OF ANY TOWER OR ANTENNA ON PUBLIC PROPERTY MUST BE REVIEWED BY THE LOCAL GOVERNMENT TO DETERMINE WHETHER SUCH INSTALLATION IS IN THE PUBLIC INTEREST.

TERRA
 CONSULTING GROUP, LTD.
 6000 Busk Highway
 Park Ridge, IL 60068
 P: 847-480-1600
 F: 847-480-1604

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	2/20/04
2	REVISED PER DESIGNER, CLIENT, SUBMITTER	2/23/04
3	REVISED POWER HEIGHT	2/23/04
4	REVISIONS FOR FINAL	2/23/04
5	ADDITIONAL REVISIONS FOR COMMENTS	2/23/04
6	DRIVEWAY SECTION REVISION	2/23/04
7	NOTE RE: WEAPONS EQUIPMENT AND	2/23/04

SITE DEO

HOLMES ROAD RL

2801 HOLMES
 YPSILANTI, MI 48197

DRAWN BY:	CHD
CHECKED BY:	TAZ
DATE:	5/13/04
PROJECT #:	0218

SHEET TITLE
UTILITY ROUTING PLAN

SHEET NUMBER
E-1

GROUNDING NOTES:

1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION REQUIREMENTS AND CONSTRUCTION SHALL BE BASED ON SITE CONDITIONS.
2. ALL GROUNDING INSTALLATIONS AND CONNECTIONS SHALL BE MADE BY ELECTRICAL CONTRACTOR.
3. OBSERVE N.E.C. AND LOCAL UTILITY REQUIREMENTS FOR ELECTRICAL SERVICE GROUNDING.
4. GROUND RING SHALL BE LOCATED A MINIMUM OF 42" BELOW GRADE OR 6" MINIMUM BELOW THE FROST LINE.
5. GROUND BAR LOCATED AT BASE OF TOWER AND WILL BE FURNISHED INSTALLED BY THE ELECTRICAL CONTRACTOR.
6. MIDDLE TOWER GROUND BAR REQUIRED IF GROUND WIRE LENGTH FROM TOP OF TOWER TO BOTTOM OF TOWER EXCEEDS 200 FEET.
7. SUPPLEMENTARY GROUND: #2/0 AWG INSULATED STRANDED BARE COPPER WIRE ROUTED ALONG BACK OF EQUIPMENT LINE-UP, TIED DOWN WITH NON-METALLIC CLAMPS EVERY 4 FT. THE EQUIPMENT CABINETS, MOUNTING SKID, ETC. SHALL BE CONNECTED TO THIS GROUND CABLE. BOTH ENDS OF THIS GROUND CABLE SHALL BE CONNECTED TO THE BURIED GROUND RING USING EXOTHERMIC WELD (CAD WELD). SEE DETAILS FOR GROUNDING EQUIPMENT AND MOUNTING SKID.
8. COAX GROUND BAR (SUPPORT AT BOTTOM OF CABLE TRAY NEAR BASE OF TOWER); EXTEND (2 EACH) #2 ISBC WIRE FROM BURIED GROUND RING UP TO EACH GROUND BAR AND MAKE MECHANICAL CONNECTIONS TO GROUND BAR "NO SLACK".
9. GROUND KIT CONNECTION ON COAX CABLE SHALL BE LOCATED NOT MORE THAN (6) INCHES ABOVE BEGINNING OF CABLE BEND ON VERTICAL COAX "NO SLACK".
10. COAX CABLE TRAY AT TOWER END EXTEND #2/0 AWG TSBC WIRE FROM BURIED GROUND RING AND AT EQUIP. CAB. END EXTEND #2/0 AWG ISBC WIRE FROM SUPPLEMENTARY GROUND CABLE TO CABLE TRAY. MAKE MECHANICAL CONNECTION TO CABLE TRAY AND SUPPLEMENTARY GROUND CABLE.
11. FENCE GROUNDING: EXTEND #2/0 AWG TSBC WIRE FROM BURIED GROUND RING TO ALL FOUR CORNER POSTS AND EXOTHERMICALLY WELD. SEE FENCE GROUNDING DETAIL.
12. GATE GROUNDING: PROVIDE A #2/0 AWG ISBC WIRE FROM FENCE POSTS TO EACH GATE AND EXOTHERMICALLY WELD. ALSO GROUND GATE POSTS SIMILAR TO NOTE 11.
13. GROUNDING ATTACHMENT TO TOWER SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS OR AT GROUNDING POINTS PROVIDED (3 MINIMUM).
14. AT COLLOCATE SITES, CONTRACTOR SHALL TIE INTO EXISTING GROUND RING(S) AND REPAIR ANY CUTS OR DAMAGE TO GROUND RING. (2 PLACES)
15. ALL CADWELD CONNECTIONS ON GALVANIZED SURFACES SHALL BE CLEANED THOROUGHLY AND COVERED W/ (2) TWO COATS SHERWIN WILLIAMS GALVITE PAINT B350W3 (OR EQUIVALENT).
16. ALL ELECTRICAL AND MECHANICAL GROUND CONNECTIONS SHALL HAVE NON-OXIDATION COMPOUND APPLIED TO CONNECTION.
17. GROUND SYSTEM SHALL BE TESTED PER SPECIFICATIONS AND SHALL HAVE A RESISTANCE TO EARTH OF 10 OHMS OR LESS, IF NOT NOTIFY ENGINEER.
18. GROUND RODS SHALL BE SPACED AT 10'-0" MAXIMUM ALONG GROUND RINGS.
19. WHERE CONTRACTORS ARE OVERSIZED DUE TO VOLTAGE DROP, EQUIPMENT GROUNDING CONTRACTOR SHALL ALSO BE INCREASED IN SIZE ACCORDINGLY, PER NEC-122(B).
20. UTILITY FRAME AND SERVICE METER / CIRCUITBREAKER / PANEL "L" SHALL BE CONNECTED TO THE GROUND RING VIA GROUNDING ELECTRODE CONDUCTORS, SIZE PER NEC TABLE 250-66, AND NEC PAR259-4(D).

KEYED GROUNDING NOTES

- 1. No. 2 AWG TINNED SOLID BARE COPPER CONDUCTOR MIN. 42" BURY (TYP.)
- 2. CADWELD CONNECTION TYPE TA (TYP.)
- 3. 5/8" X 10' COPPER CLAD GROUND ROD, TYP.
- 4. 5/8" DIA. 10' LONG COPPERCLAD GROUND ROD W/INSPECTION WELL. TOP OF GROUND ROD MAX 24" BURY. SEE DETAIL SHEET E-3, TYPICAL OF TWO OPPOSITE CORNERS
- 5. GROUND ICEBRIDGE AND SUPPORT POSTS WITH No. 2 AWG TINNED BARE COPPER WIRE
- 6. AT TOWER ATTACH CABLE GROUND KITS FROM ANTENNA COAXIAL CABLES TO TOWER GROUND BAR (EGB) MOUNTED TO TOWER OR ICE BRIDGE. BOND GROUND RING TO TOWER GROUND RING W/ #2 AWG TINNED SOLID COPPER CONDUCTOR IN TWO LOCATIONS. CONTRACTOR TO PROVIDE GROUND BAR AND ALL MOUNTING HARDWARE
- 7. INSTALL GROUND KITS ON CABLES PRIOR TO ENTERING CABINETS. BOND KITS TO GROUND BAR MOUNTED TO ICE BRIDGE, GROUND BAR TO GROUND RING, 2 LOCATIONS
- 8. AT EACH ANTENNA ATTACH CABLE GROUND KIT TO COAXIAL CABLE AND BOND GROUND LEAD TO ANTENNA HANG
- 9. G.C. TO BOND PROPOSED EQUIPMENT GROUND RING TO PROPOSED TOWER GROUND RING W/ #2 AWG TINNED SOLID COPPER CONDUCTOR IN 2 LOCATIONS
- 10. PROPOSED TOWER GROUND RING
- 11. LUG THE GREEN INSULATED CONDUCTOR FROM THE TELEPHONE TRANSPORT OR SMART JACK TO THE GROUND HALO
- 12. BOND ATLANTIC SCIENTIFIC POWER POWER CABINET TO GROUND RING
- 13. #2 SOLID COPPER TINNED FROM INTERNAL BTS GROUND BAR TO PROPOSED GROUND RING
- 14. BOND PROPOSED TOWER TO PROPOSED TOWER GROUND RING WITH TINNED SOLID COPPER CONDUCTOR IN 3 LOCATIONS
- 15. #2 SOLID AT FENCE POSTS
- 16. #2 SOLID FROM MAIN SERVICE DISCONNECT TO GROUND RGD
- 17. #2/0 AWG GATE JUMPER TO GATE POSTS

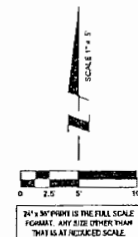
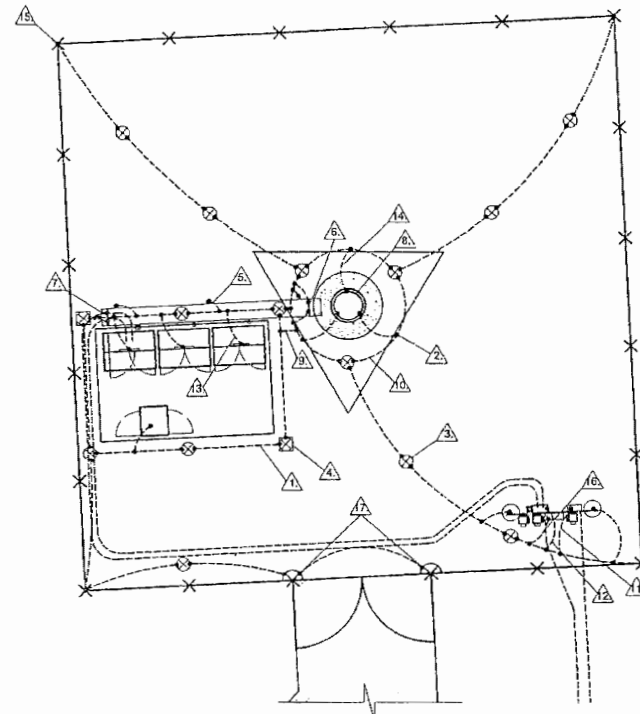
LEGEND:

- 10' x 5/8" GROUND ROD (8' MIN. SEPARATION, EQUALLY SPACED)
- GROUND ROD WITH ACCESS
- #2 AWG TINNED SOLID BARE CU GROUND RINGS SHALL BE 42" BELOW GRADE
- GROUND BAR
- CADWELD OR T-MOBILE APPROVED CONNECTION
- BURIED OR T-MOBILE APPROVED CONNECTION



CONTRACTOR TO NO-OX ALL GROUND CONNECTIONS

CONTRACTOR TO RETURN SURFACE TO ORIGINAL OR BETTER CONDITION



T-Mobile

SEE EXHIBIT AND INFORMATION MADE AS THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE PROPER AUTHORITIES OF TOWNSHIP, CITY, OR COUNTY.

TERRA CONSULTING & DESIGN, LTD.

5100 Blue Sky Highway
P.O. Box 1187
Plymouth, MI 48170
Ph: 734-771-9100
Fax: 734-771-9101

NO.	DATE	DESCRIPTION
1	5/20/04	ISSUED FOR CONSTRUCTION
2	5/24/04	REVISED PER TOWNSHIP COUNTY COMMENTS
3	12/10/04	REVISED TOWER HEIGHT
4	12/13/04	REVISED FOR FINAL
5	12/13/04	ADDITIONAL TYPICAL TOWNSHIP COMMENTS
6	12/20/04	DRYWELL SECTION REVISION
7	2/22/05	NOTE 16: TYPOLATY EQUIPMENT, ADD

SITE DE07

HOLMES ROAD RL

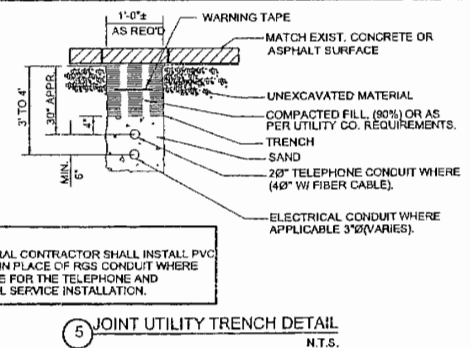
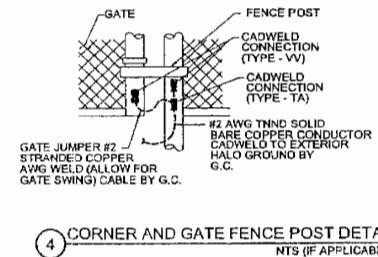
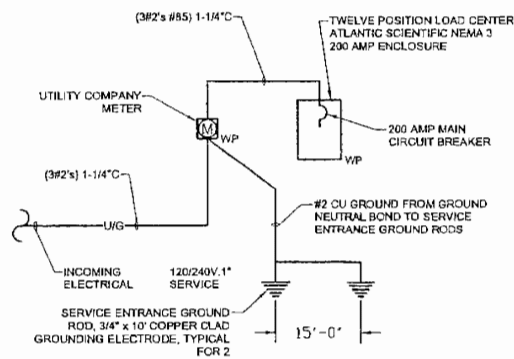
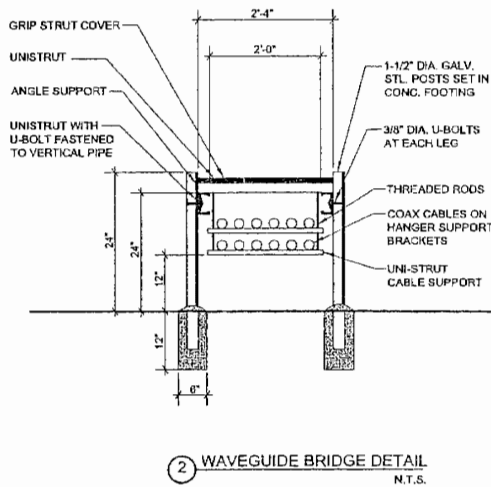
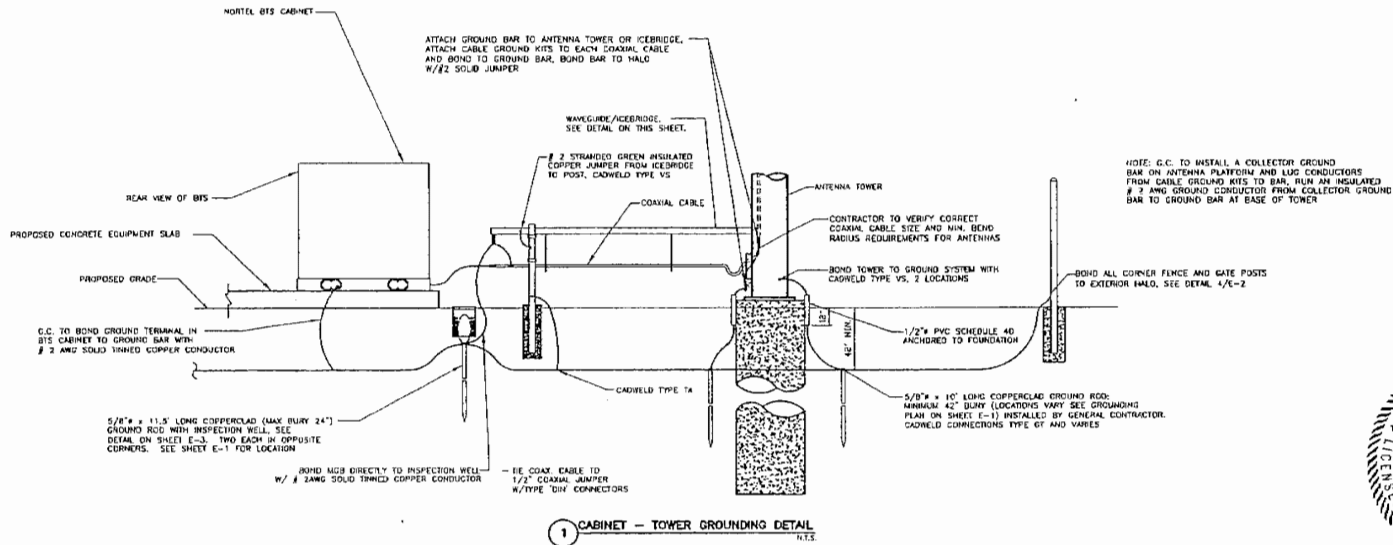
2801 HOLMES
YPSILANTI, MI 48197

DRAWN BY: CND	CHECKED BY: TAZ
DATE: 5/19/04	PROJECT #: 0130

SHEET TITLE
ELECTRICAL SITE AND GROUNDING PLAN

SHEET NUMBER
E-2





NOTE:
THE GENERAL CONTRACTOR SHALL INSTALL PVC CONDUITS IN PLACE OF RGS CONDUIT WHERE APPLICABLE FOR THE TELEPHONE AND ELECTRICAL SERVICE INSTALLATION.



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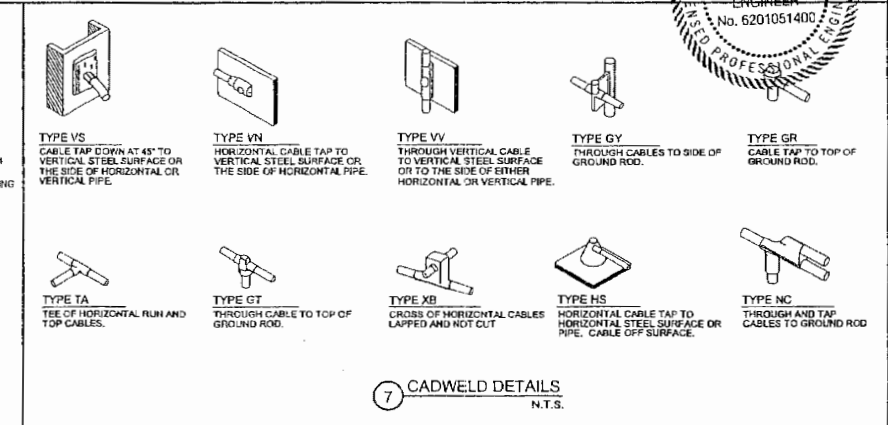
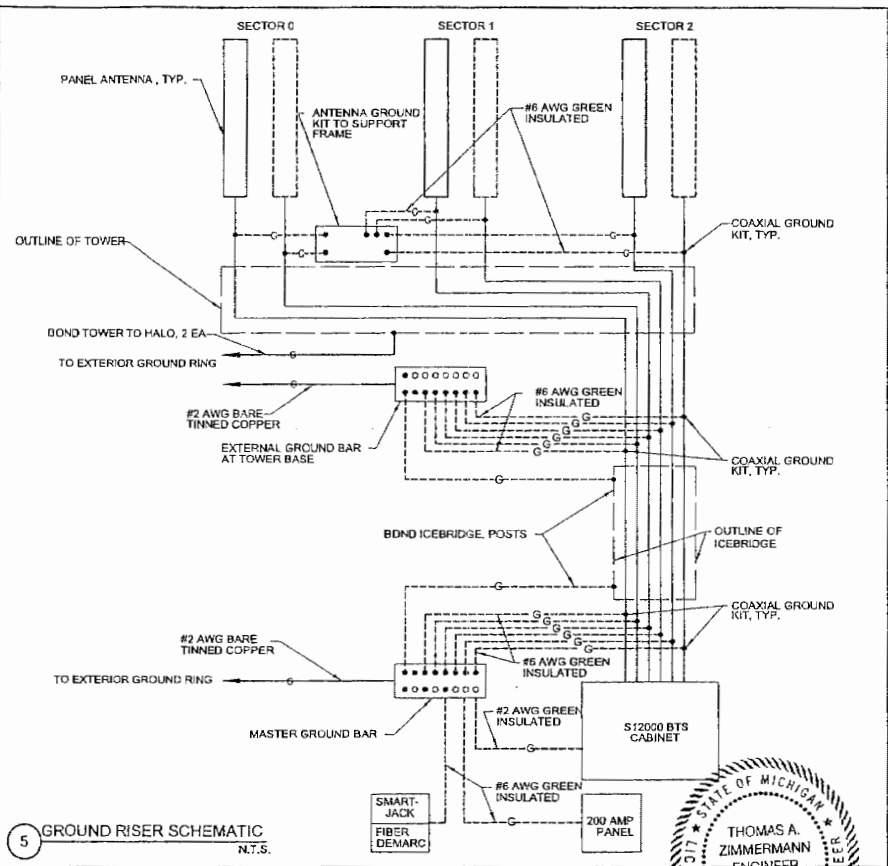
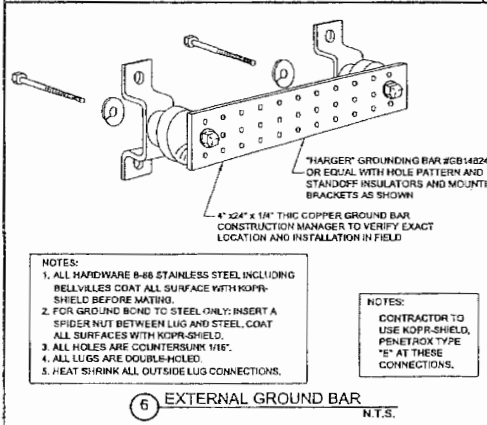
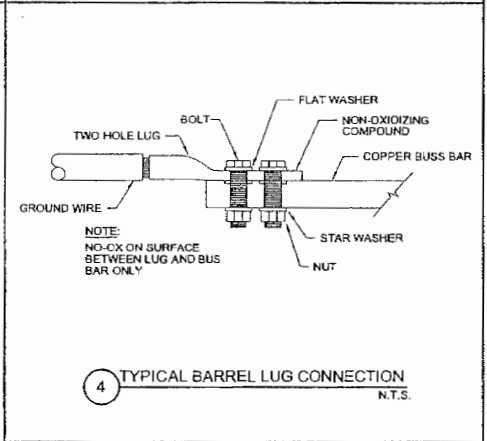
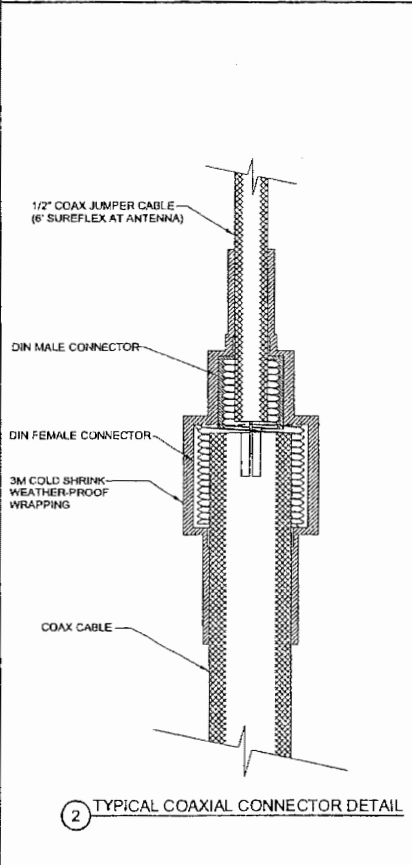
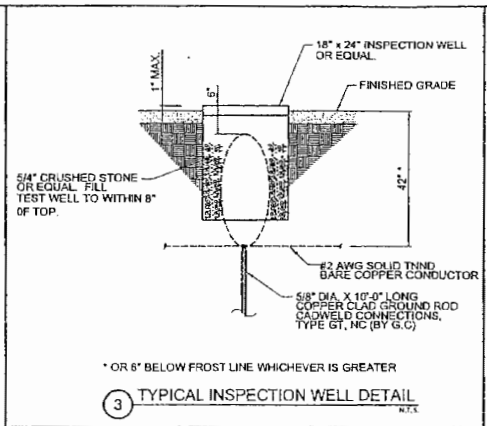
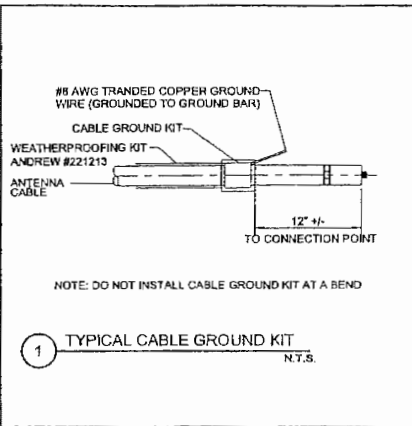
DATE: 02/04
 DRAWN BY: OGD
 CHECKED BY: TAZ
 DATE: 5/17/04
 PROJECT #: 9256

SHEET TITLE:
ELECTRICAL & GROUNDING DETAILS

SHEET NUMBER:
E-3

SITE DE05
 HOLMES
 ROAD RL

2801 HOLMES
 YPSILANTI, MI 48197



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 Park Ridge, IL 60068
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NO.	DATE	REVISIONS
1	2/20/04	ISSUED FOR CONSTRUCTION
2	2/15/04	REVISED PER TOWER/ICE BRIDGE COMMENTS
3	1/27/04	REVISED TOWER HEIGHT
4	1/21/04	REVISED FOR FINAL
5	1/21/04	ADDITIONAL VERTICAL TOWERING COMMENTS
6	2/11/04	ORIGINAL SECTION REGION
7	2/23/04	NOTE RE: TOWER EQUIPMENT ADD

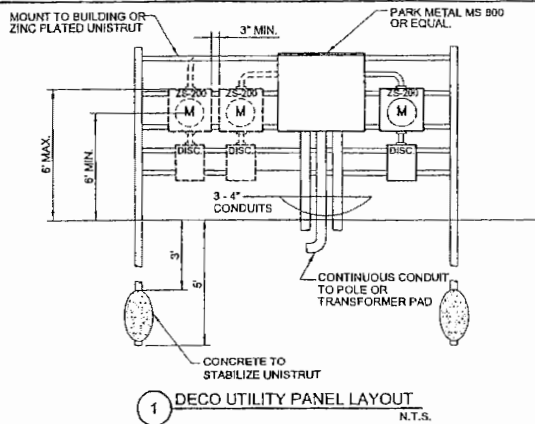
STATE OF MICHIGAN
 THOMAS A. ZIMMERMANN
 ENGINEER
 No. 6201051400
 LICENSED PROFESSIONAL ENGINEER

SITE DE04
HOLMES ROAD RL
 2801 HOLMES
 YPSILANTI, MI 48197

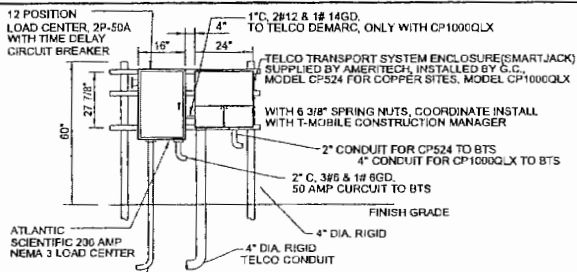
DRAWN BY: CXC
 CHECKED BY: TAZ
 DATE: 2/17/04
 PROJECT #: 2104

SHEET TITLE
ELECTRICAL & GROUNDING DETAILS

SHEET NUMBER
E-4



1 DECO UTILITY PANEL LAYOUT
N.T.S.



3 UTILITY PANEL LAYOUT
N.T.S.

HEIGHT	75.2 in (1.91 m)
WIDTH	53.15 in (1.35 m)
DEPTH	25.59 in (.650 m)
MAXIMUM WEIGHT	1257 LB (1356 LB INCL. BASE UNIT)
FOOTPRINT	1360 SQ. IN.
EMPTY WEIGHT	441 lb (200 kg)
VOLTAGE	240 V +/- 10%
MAX POWER (240V)	6500 W
NORMAL POWER	3238 W
MAIN CIRCUIT PROTECTION	200 A
OPERATING TEMPERATURE	-40° to 112° F (-40° to 50° C)
MAX LEVEL OF ACOUSTIC NOISE	65 DB

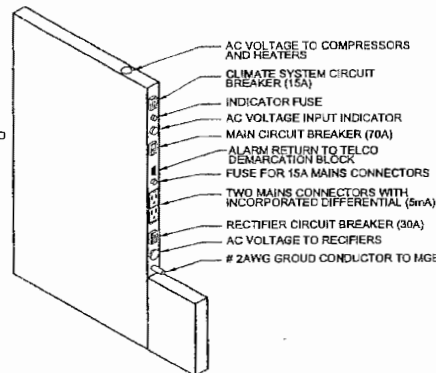
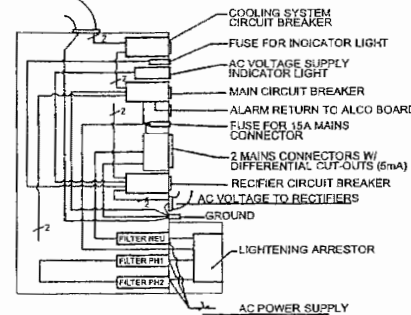
4 S12000 SPECIFICATION TABLE

NOTES:

- CABINET AND CONDUITS FURNISHED AND INSTALLED BY CUSTOMER 350 KCMIL SERVICE CONDUCTORS FURNISHED AND INSTALLED BY DECO.
- EQUIPMENT ASSEMBLY DRAWINGS AND RISER DIAGRAMS MUST BE SUBMITTED TO A DETROIT EDISON PLANNER FOR ACCEPTANCE PRIOR TO INSTALLATION.
- CABINET AND CONDUITS SHOWN SHALL CONTAIN ONLY UNMETERED LINE CONDUCTORS. CABINET SHALL BE SEALABLE WITH ACCEPTABLE SEALING HASP.
- TRANSMISSION TOWER SERVICES WILL UTILIZE A STANDARD 200 AMP SERVICE WITH CONTINUOUS CONDUIT TO THE SOURCE.
- SUBSTATION CELLULAR SERVICES WILL BE A SINGLE 200 AMP SERVICE WITH CONTINUOUS CONDUIT TO THE SOURCE.
- ALL CONDUIT AND NIPPLE ENTRIES TO CABINET AND METER BOXES MUST BE MADE WITH WEATHERPROOF HUBS, CONNECTORS OR LOCKNUTS LISTED FOR THE APPLICATION. NONMETALLIC BUSHINGS REQUIRED.
- FOR INACCESSIBLE LOCATIONS CONSULT WITH METER ENGINEERING FOR POSSIBLE METER INSTALLATION.
- ONLY ONE SERVICE ALLOWED PER LUG. ALL GROUNDING AND BONDING TO COMPLY WITH NEC 250

THE DETROIT EDISON COMPANY ASSUMES NO RESPONSIBILITY FOR INJURY OR DAMAGE ARISING FROM THE USE OF THIS SPECIFICATION DIAGRAM.

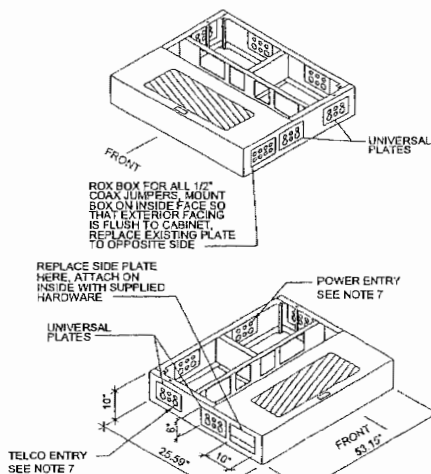
AC VOLTAGE TO COMPRESSORS AND HEATER RESISTANCES



2 AC MAIN MODULE AND ONE-LINE DIAGRAM
N.T.S.

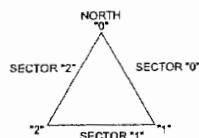
- CONTRACTOR TO SUPPLY ALL HARDWARE AND CONDUCTORS NECESSARY TO BRING A 240 V, 50 AMP SERVICE INTO THE CABINET AND CONNECT THE MAIN TO THE CABINET TERMINAL TO THE MASTER GROUND BAR.
- CONTRACTOR IS RESPONSIBLE FOR BONDING THE GROUNDING CONDUCTOR FROM THE CABINET TERMINAL TO THE MASTER GROUND BAR.
- THE CONTRACTOR SHALL VERIFY THE ARRANGEMENT OF THE AC MAIN PRIOR TO INSTALLATION OF SERVICE IN THE EVENT THE MODULE IS RECONFIGURED.
- THE ENTRY PORT USED FOR THE INSTALLATION OF THE POWER AND TELEPHONE ENTRANCE WILL BE SEALED WITH A SILICONE SEALANT AFTER INSTALLATION.

NOTE:
TYPICAL ANTENNA CONFIGURATION SHOWN. CHECK ANT-1 SHEET FOR # OF ANTENNAS AND # OF COAXIAL LINES FOR SPECIFIC SITE.



- CONTRACTOR RESPONSIBLE FOR OFFLOADING THE CABINET UPON DELIVERY.
- CONTRACTOR RESPONSIBLE FOR RF CABLEING TO THE COMBINERS, RF CABLE SHALL BE COLOR CODED AT THE COMBINER, OUTSIDE OF CABINET, AT TOWER (OR AT CABLE TRAY CONVERGENCE) AND AT ANTENNAE.
- CONTRACTOR IS RESPONSIBLE FOR MOUNTING THE TELCO AND ALARM DEMARCATION BLOCKS AFTER COAX IS PULLED AND CONNECTING PHONE LINE FROM THE SMARTJACK.
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING ALL BOOT-CUSHION ASSEMBLIES FOR THE COAXIAL CABLE ENTRY INTO THE BASE UNIT.
- CONTRACTOR SHALL MOUNT THE CABINET TO THE BASE UNIT WITH HARDWARE SUPPLIED WITH NORTEL COMPLETION KIT # NT6AT07A, AND SUPPLY THE HARDWARE NEEDED TO ATTACH THE BASE TEMPLATE AND BASE TO THE MOUNTING PLATFORM.
- SPECIAL CARE WILL BE TAKEN TO ENSURE AN 8\"/>

5 CABINET AND BASE LAYOUT DETAILS AND NOTES
N.T.S.



Terra COMMUNICATIONS LTD.
800 BUSBY HIGHWAY
P.O. BOX 114
P.O. BOX 114
P.O. BOX 114

NO.	DATE	DESCRIPTION
1	5/20/04	ISSUED FOR CONSTRUCTION
2	5/20/04	REVISED FOR CONSTRUCTION
3	5/20/04	REVISED FOR CONSTRUCTION
4	5/20/04	REVISED FOR CONSTRUCTION
5	5/20/04	REVISED FOR CONSTRUCTION
6	5/20/04	REVISED FOR CONSTRUCTION
7	5/20/04	REVISED FOR CONSTRUCTION
8	5/20/04	REVISED FOR CONSTRUCTION
9	5/20/04	REVISED FOR CONSTRUCTION
10	5/20/04	REVISED FOR CONSTRUCTION

SITE DE05
HOLMES ROAD RL

2801 HOLMES
YPSILANTI, MI 48197

DRAWN BY:	CKE
CHECKED BY:	TAZ
DATE:	5/17/04
PROJECT #:	9254

SHEET TITLE
CABINET
DETAILS AND NOTES

SHEET NUMBER
E-5

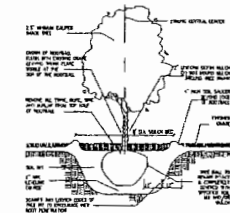
GENERAL LANDSCAPE NOTES

- PRUNE NEWLY INSTALLED SHRUBS. WORK SHALL BE DONE BY EXPERIENCED PERSONNEL TO THE ACCEPTED HORTICULTURAL AND ARBORICULTURAL STANDARDS. PRUNING SHALL RESULT IN A LOOSE OUTLINE CONFORMING TO THE GENERAL SHAPE OF THE SHRUB TYPE. DO NOT USE HEDGE SHEARS.
- ALL PLANTING STOCK SHALL BE NURSERY-GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE. PLANTS SHALL BE FREE OF DISEASE, INSECTS EGGS, LARVAE AND DEFECTS SUCH AS KNOTS, SUN-SCALD, INJURIES, ABRASIONS OR DISFIGUREMENT. THEY SHALL HAVE SOUND, HEALTHY VIGOROUS AND UNIFORM GROWTH TYPICAL OF THE SPECIES AND VARIETY, WELL-FORMED, FREE FROM IRREGULARITIES, WITH THE MINIMUM QUALITY AND SIZE CONFORMING TO AMERICAN STANDARD FOR NURSERY STOCK.
- GUARANTEE: WARRANT ALL PLANT MATERIAL TO BE TRUE TO BOTANICAL NAME AND SPECIFIED SIZE. AFTER COMPLETION OF PLANTING, ALL PLANT MATERIALS SHALL BE WARRANTED AGAINST DEFECTS, INCLUDING DEATH AND UNSATISFACTORY GROWTH FOR A WARRANTY PERIOD OF ONE YEAR. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEFECTS RESULTING FROM NEGLIGENCE, DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS BEYOND THE CONTRACTOR'S CONTROL WHICH RESULT FROM NATURAL CAUSES SUCH AS FLOODS, STORMS, FIRES OR VANDALISM.
REPLACEMENTS: DURING THE WARRANTY PERIOD, REPLACE ONE TIME, AT NO ADDITIONAL COST TO THE OWNER, PLANT MATERIALS THAT ARE DEAD, OR IN THE OPINION OF THE LANDSCAPE ARCHITECT, IN AN UNHEALTHY OR UNSIGHTLY CONDITION. REJECTED PLANT MATERIALS SHALL BE REMOVED FROM THE SITE AT CONTRACTOR'S EXPENSE. REPLACEMENTS ARE TO BE MADE NO LATER THAN THE SUBSEQUENT PLANTING SEASON. RESTORE AREAS DISTURBED BY REPLACEMENT OPERATIONS.
- MULCHING SHALL BE DONE WITHIN 48 HOURS AFTER PLANTING. MULCH SHRUB BEDS TO A UNIFORM DEPTH OF THREE INCHES. MULCH SHALL BE CLEAN COMPOSTED PINE BARK MULCH FREE OF FOREIGN MATERIAL AND LARGE PIECES OVER THREE INCHES LONG. DO NOT MULCH TREE AND SHRUB PLANTING PITS.
- TOPSOIL SHALL CONSIST OF FERTILE FRIABLE NATURAL LOAM, CONTAINING A LIBERAL AMOUNT OF HUMUS AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL. IT SHALL BE FREE OF ADMIXTURES OF SUBSOIL AND FREE OF CRAB GRASS, ROOTS, STICKS AND OTHER EXTRANEOUS MATTER, AND SHALL NOT BE USED FOR PLANTING OPERATIONS WHILE IN A FROZEN OR MUDDY CONDITIONS.
- REPAIR ALL TURF AREAS BY SEEDING. SEEDING INSTALLATION SHALL BE EXECUTED ONLY AFTER ALL FINISH GRADING HAS BEEN COMPLETED. NO SEEDING WORK SHALL BE DONE PAST SEPTEMBER 15, UNLESS APPROVED BY THE OWNER'S REPRESENTATIVE.
SEED: SEED MIX SHALL MATCH EXISTING TURF, OR BE A 50/50 MIX OF CERTIFIED IMPROVED BLEND OF BLUEGRASS AND CERTIFIED IMPROVED PERENNIAL RYE. MIX SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO PLANTING. SEEDING SHALL BE APPLIED AT A MINIMUM RATE OF 120 POUNDS PER ACRE. FUTERRA BLANKET, OR EQUAL, SHALL BE USED FOR EROSION CONTROL MULCH WHERE NECESSARY IN LIEU OF HYDRO MULCH.

PLANT LIST

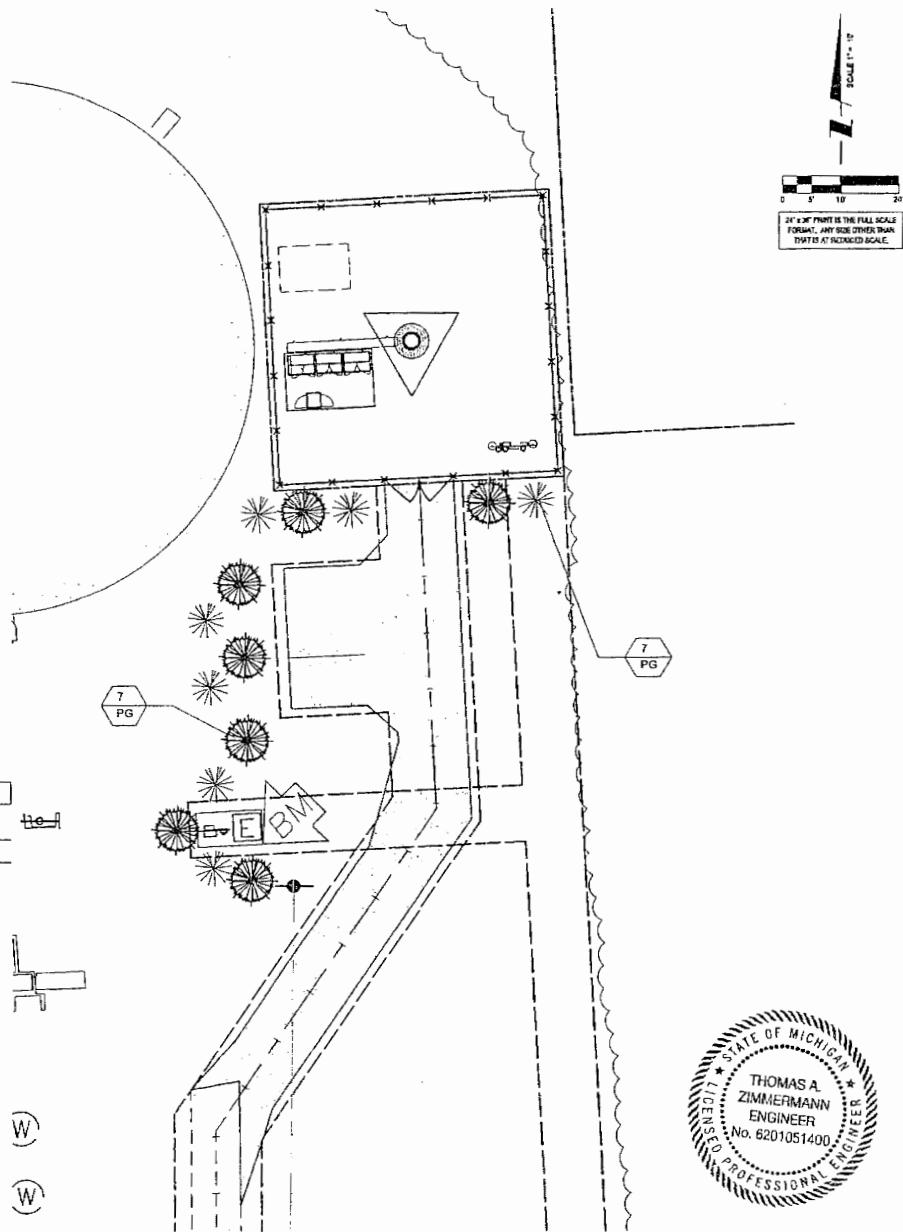
SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	COMMENTS
TREES					
PG	PIRUS GLAUCA	WHITE SPRUCE	7	6 FT. HT. MIN.	B & B (BALLED & BURLAPPED)
TO	THUJA OCCIDENTALIS	THECHNY ARBORVITAE	7	6 FT. HT. MIN.	B & B (BALLED & BURLAPPED)

5 PLANT QUANTITY
PG PLANT SYMBOL



00 TREE PLANTING DETAIL
1-1 SCALE: NO SCALE

3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171



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TERRA

LANDSCAPE ARCHITECTURE, INC.

600 Biville Highway
P.O. Box 18
Farmington Hills, MI 48334

NO.	REVISIONS	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	5/20/04	
2	REVISED PER TOWNSHIP COUNTY COMMENTS	5/27/04	
3	REVISED TOWNSHIP REPORT	5/27/04	
4	REVISED FOR FINAL	12/22/04	
5	ADDITIONAL PLANT MATERIAL COMMENTS	1/20/05	
6	CONTRACTOR ACTION NATION	2/20/05	
7	NOTE FOR PLANTING EQUIPMENT, ETC.	4/20/05	

DATE

5/20/04

5/27/04

5/27/04

12/22/04

1/20/05

2/20/05

4/20/05

SITE DEGREE 'C

HOLMES ROAD RL

2801 HOLMES
YPSILANTI, MI 48197

DRAWN BY: CRD

CHECKED BY: TAZ

DATE: 5/17/04

PROJECT #: 8218

SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

L-1

DIVISION 1 - GENERAL REQUIREMENTS

PART 1 - GENERAL

- 1.1 INTENT
- A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION.
 - B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY, HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON AND NOT THE OTHER IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED IN BOTH.
 - C. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
 - D. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
 - E. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK, NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED BY THE OWNER WITHOUT ISSUING A CHANGE ORDER.
- 1.2 CONFLICTS
- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK, NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED FOR THE DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH MAY BE FOUND SHALL BE REPORTED TO THE OWNER FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.
 - B. THE BIDDER, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING CONCERNING WHICH SUCH BIDDER MIGHT HAVE FULLY INFORMED HIMSELF PRIOR TO THE BIDDING.
 - C. NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OR DIFFICULTIES THAT MAY BE ENCOUNTERED, SHALL BE A DEFENSE IN ANY PROCEEDING CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS GOVERNING THE WORK.
- 1.3 CONTRACTS AND WARRANTIES
- A. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.
- 1.4 STORAGE
- A. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE FLOW OF THE OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.
- 1.5 CLEAN UP
- A. THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS UNBURNISHED CAUSED BY THEIR EMPLOYEES AT WORK AND AT THE COMPLETION OF THE WORK, THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING AREA, INCLUDING ALL THEIR TOOLS, SCAFFOLDING AND SURPLUS MATERIALS AND SHALL LEAVE THEIR WORK CLEAN AND READY FOR USE.
 - B. EXTERIOR: VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
 - 1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
 - 2. IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, NOSE DOWN THE EXTERIOR OF THE BUILDING.
 - C. INTERIOR: VISUALLY INSPECT INTERIOR SURFACE AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER FROM WALLS AND CEILING.
 - 1. REMOVE ALL TRACES OF SPLASHED MATERIAL FROM ADJACENT SURFACES.
 - 2. REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.
- 1.6 CHANGE ORDER PROCEDURE
- A. CHANGE ORDERS MAY BE INITIATED BY THE OWNER AND/OR THE CONTRACTOR INVOLVED. THE CONTRACTOR, UPON VERBAL REQUEST FROM THE OWNER SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT TO THE OWNER WITHIN 72 HOURS FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM AND IN ACCORDANCE WITH PROCEDURE REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES IN SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT A WRITTEN CHANGE ORDER AS DESCRIBED AND APPROVED BY THE OWNER SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR.
- 1.7 SHOP DRAWINGS
- A. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS TO THE OWNER FOR APPROVAL.
 - B. ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND CORRECTED BY CONTRACTOR PRIOR TO SUBMITTAL TO THE OWNER.
- 1.8 PRODUCTS AND SUBSTITUTIONS
- A. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IF EACH REQUEST IDENTIFY THE PRODUCT OR FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS. PROVIDE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.
 - B. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS WHICH PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS OR MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEMAND NECESSARY BY THE OWNER, SUBMIT ACTUAL SAMPLES TO THE OWNER FOR APPROVAL IN LIEU OF CUT SHEETS.
- 1.9 QUALITY ASSURANCE
- A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF THE FOLLOWING:
 - ANSI/AIA - 222 - F STATE AND LOCAL BUILDING CODES (LATEST EDITION)
 - FULLY ENFORCED AND ENACTED AS OF 12/01/2003 2003 NATIONAL ELECTRICAL CODE (NEC) WITH LOCAL AMENDMENTS 2003 UNDERWRITER LABORATORIES APPROVED ELECTRICAL PRODUCTS AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC) LIFE SAFETY CODE (IFPA) - 101-1997
- 1.10 ADMINISTRATION
- A. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THIS PROJECT. THIS PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITTED TO THE OWNER PRIOR TO THE COMMENCEMENT OF ANY WORK.

"T-MOBILE SPECIFICATIONS"

- B. SUBMIT A BAR TYPE PROGRESS CHART NOT MORE THAN 5 DAYS AFTER THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE, INDICATING A TIME BAR FOR EACH MAJOR CATEGORY OR UNIT OF WORK TO BE PERFORMED AT SITE, PROPERLY SEQUENCED AND COORDINATED WITH OTHER ELEMENTS OF WORK AND SHOWING COMPLETION OF THE WORK SUFFICIENTLY IN ADVANCE OF THE DATE ESTABLISHED FOR SUBSTANTIAL COMPLETION OF THE WORK.
 - C. PRIOR TO COMMENCING CONSTRUCTION, THE OWNER SHALL SCHEDULE AN ON-SITE MEETING WITH ALL MAJOR PARTIES. THIS WOULD INCLUDE (THOUGH NOT LIMITED TO) THE OWNER, PROJECT MANAGER, CONTRACTOR, LAND OWNER REPRESENTATIVE, LOCAL TELEPHONE COMPANY & TOWER ERECTION FIRM (IF SUBCONTRACTED).
 - D. CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE OR A BEEPER. THIS EQUIPMENT WILL NOT BE SUPPLIED BY THE OWNER, NOR WILL WIRELESS SERVICE BE ARRANGED.
 - E. PROVIDE WRITTEN DAILY UPDATES ON SITE PROGRESS TO THE OWNER.
 - F. COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.
 - G. NOTIFY THE OWNER / PROJECT MANAGER IN WRITING NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS AND EQUIPMENT CABINET PLACEMENTS.
- 1.11 INSURANCE AND BONDS
- A. CONTRACTOR SHALL AT THEIR OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT COMMENCE WITH THEIR WORK UNTIL THEY HAVE PRESENTED AN ORIGINAL CERTIFICATE OF INSURANCE STATING ALL COVERAGES TO THE OWNER. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS.
 - B. THE OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES.
 - C. CONTRACTOR MUST PROVIDE PROOF OF INSURANCE.

DIVISION 2 - SITEWORK AND DRAINAGE

- 02000 EARTHWORK, EXCAVATION AND GRADING
- PART 1 - GENERAL
- 1.1 WORK INCLUDED (REFER TO THE SURVEY AND SITE PLAN FOR WORK INCLUDED)
 - 1.2 RELATED WORK
 - A. FENCE 02300
 - 1.3 DESCRIPTIONS
 - A. ACCESS ROAD, TURNAROUND AREAS AND SITES ARE CONSTRUCTED TO PROVIDE A WELL DRAINAGE, FULLY MAINTAINED, EVEN SURFACES FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.
 - 1.4 QUALITY ASSURANCE
 - A. VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, WILL BE PLACED AND MAINTAINED AS STIPULATED BY HURSBURY INDUSTRY STANDARDS.
- 1.5 SEQUENCING
- A. CONFORM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
 - B. GRUB THE COMPLETE ROAD AND SITE AREA FROM FOUNDATION CONSTRUCTION TO COMPLETION OF THE ROAD AND BASE ELEVATION PRIOR TO FORMING FOUNDATIONS.
 - C. CONSTRUCT TEMPORARY CONSTRUCTION ZONE ALONG ACCESS DRIVE, IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
 - D. THE SITE AREA WILL BE BROUGHT TO SUB-BASE COURSE ELEVATION AND THE ACCESS ROAD TO BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS.
 - E. IF REQUIRED, GRADE, SEED, FERTILIZE AND MOW ON DISTURBED AREAS IMMEDIATELY AFTER BRINGING THE SITE AND ACCESS ROAD TO BASE COURSE ELEVATION. WATER TO ENHANCE GROWTH.
 - F. REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE.
- 1.6 SUBMITTALS
- A. BEFORE CONSTRUCTION
 - 1. IF LANDSCAPING IS APPLICABLE TO THE SCOPE OF THE CONTRACT, SUBMIT COSTS.
 - 2. SUBMIT FOR APPROVAL, THE SPECIFICATIONS OF THE PROPOSED SURFACE COURSE MATERIAL.
 - B. AFTER CONSTRUCTION
 - 1. LANDSCAPING WARRANTY STATEMENT, IF REQUIRED.
- 1.7 WARRANTY
- A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE OF SURROUNDING PROPERTY CAUSED BY CONSTRUCTION.
 - B. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS. COVER PRIOR TO FINAL INSPECTION.
 - C. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

- PART 2 - PRODUCTS
- 2.1 MATERIALS
 - A. ROAD AND SITE MATERIALS: FILL MATERIAL - ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH LOCAL DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION STANDARD SPECIFICATIONS.
 - B. SOIL STABILIZER FABRIC SHALL BE MIRAF - 500X.
 - C. NON-STRUCTURAL SITE CONCRETE SHALL BE 3000 PSI, 9 BEARING STRENGTH AT 28 DAYS. COMPLY WITH GENERAL PROVISIONS OF DIVISION 3 CONCRETE SPECIFICATIONS.
 - 2.2 EQUIPMENT
 - A. COMPACTING SHALL BE ACCOMPLISHED BY MECHANICAL MEANS. LARGER AREAS SHALL BE COMPACTED BY SHEEPS FOOT, VIBRATORY OR RIBBED TIRE ROLLERS OPERATED AT AT LEAST FIVE TONS. WATER TREATMENT MAY BE REQUIRED TO OBTAIN COMPACTON. SMALLER AREAS SHALL BE COMPACTED BY POWER-DRIVEN HAND-HELD TAMPERS.

- PART 3 - EXECUTION
- 3.1 INSPECTIONS (LOCAL INSPECTOR SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF REQUIRED INSPECTIONS)
 - 3.2 PREPARATION
 - A. CLEAR TREES, BRUSH AND DEBRIS FROM SITE AREA AND ACCESS ROAD RIGHT-OFF-WAY AS REQUIRED.
 - 3.3 PROTECTION
 - A. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION EFFORTS GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX INCHES BELOW ORIGINAL GROUND LEVEL.
 - C. UNLESS OTHERWISE INSTRUCTED BY THE OWNER, REMOVE TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.

- D. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, REMOVE SOFT SPOTS AND COMPACT TO 95% STANDARD PROCTOR.
 - E. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, USE THE GRUBBED AREAS WITH STABILIZER FILL PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
- 3.3 INSTALLATION
- A. THE SITE AND TURNAROUND AREAS SHALL BE AT THE SUB-BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS. GRADE OR FILL THE SITE AND ACCESS ROAD AS REQUIRED WITH THE SOIL RESERVE FROM EXCAVATING THE FOUNDATIONS. PROVIDE EVEN DISTRIBUTION; THE ELEVATIONS ARE TO BE CALCULATED FROM THE RESULTING GRADE.
 - B. CLEAR EXCESS SPILLS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF THE OWNERS LEASE PROMOTY UNLESS AUTHORIZED BY PROJECT MANAGER, IN WRITING.
 - C. THE ACCESS ROAD SHALL BE BROUGHT TO BASE COURSE ELEVATION PRIOR TO FOUNDATION CONSTRUCTION.
 - D. AVOID CREATING DEPRESSIONS WHERE WATER MAY POOL.
 - E. THE CONTRACT INCLUDES ALL NECESSARY GRADING, BANKING, OTCHING AND UNLESS OTHERWISE INDICATED, COVERING TWO INCHES OF SURFACE COURSE. ALL ROADS OR ROUTES UTILIZED FOR ACCESS TO THE SITE, COMMENCING AT THE POINT OF INTERSECTION WITH THE NEAREST PUBLIC THROUGHFARES, ARE INCLUDED IN SCOPE UNLESS OTHERWISE NOTED.
 - F. WHEN IMPROVING AN EXISTING ACCESS ROAD, GRADE THE EXISTING ROAD TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
 - G. PLACE FILL OR STONE IN SIX INCH MAXIMUM LIFTS AND COMPACT BEFORE PLACING NEXT LIFT.
 - H. THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL EXTEND A MINIMUM OF ONE FOOT BEYOND THE SITE FENCE AND SHALL COVER THE AREA AS INDICATED.
 - I. RIPRAP SHALL BE APPLIED TO THE SIDE SLOPES OF ALL FENCED SITE AREAS. PARKING AREAS AND TO ALL OTHER SLOPES GRADIENT SHALL BE 2:1.
 - J. RIPRAP SHALL BE APPLIED TO THE SIDES OF DITCHES OR DRAINAGE SWALES AS INDICATED ON PLANS.
 - K. RIPRAP FILLER DITCH FOR SIX FEET IN ALL DIRECTIONS AT CURVEV ENDINGS.
 - L. SEED, FERTILIZER AND STRAW COVER SHALL BE APPLIED TO ALL OTHER DISTURBED AREAS AND DITCHES, DRAINAGE SWALES, NOT OTHERWISE REFINISHED.
 - M. UNDER NO CIRCUMSTANCES WILL CUT DITCHES, SWALES OR CULVERTS BE PLACED SO THEY DIRECT WATER TOWARDS, OR PERPENDICULAR TO, WATER BODIES.
 - N. AGENT TO SITE, IF OWNER DESIGN OR ELEVATIONS CONFLICT WITH THIS GUIDANCE, ADVISE THE OWNER IMMEDIATELY, IN WRITING.
 - O. IF DITCHES WITH SLOPES GREATER THAN TEN PERCENT, MOUND OVERFLOWING HEADWALLS IN THE DITCH AT RIPRAP TO PROVIDE COVER TO THE HEADWALLS AS WELL AS THE DITCH FOR SIX FEET ABOVE THE CURVEV ENTRANCE.
 - D. SEED AND FERTILIZER SHALL BE APPLIED TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. SAME AREA TO BE SEEDER TO EVEN THE SURFACE AND LOOSEN THE SOIL.
 - P. SEED SO IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PROVIDER.
 - Q. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THE GROWTH OF SEEDS & LANDSCAPED AREAS BY WATERINGS UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK ERASE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.
 - R. ALL EXCAVATIONS SHALL BE DEWATERED BY PUMPING IN A MANNER WHICH WILL NOT LOCATE FOUNDATION SUBGRADE MATERIAL. SURFACE WATER SHALL BE DIVERTED AWAY FROM EXCAVATIONS BY MEANS OF BERMS, DIVERSION CHANNELS, OR OTHER SUITABLE METHODS.
 - S. FILL PLACED TO ESTABLISH GRADE BENEATH FOOTINGS, SLABS, AND PAVEMENTS SHALL BE PLACED IN MAXIMUM LIFTS OF 12 INCHES AND SHALL BE COMPACTED TO AT LEAST 95% MAXIMUM PROCTOR DENSITY.
 - T. GRANULAR MATERIAL SHALL BE WELL GRADED SAND & GRAVEL HAVING A MAXIMUM SIZE OF 3/8 INCHES. BETWEEN 5% AND 50% BY WEIGHT SHALL PASS THE NO. 40 SIEVE AND NO MORE THAN 12% SHALL PASS THE NO. 200 SIEVE.
 - U. SAND BEDDING SHALL BE WELL GRADED GRANULAR MATERIAL WITH 100% OF THE MATERIAL PASSING THE NO. 4 SIEVE AND 5% OF THE MATERIAL PASSING THE NO. 200 SIEVE.
 - V. BACKFILL SHALL CONSIST OF THE MATERIAL ON SITE FREE OF ANY FROZEN MATERIAL, ORGANIC MATERIAL, DEBRIS, OR ANY OTHER UNSUITABLE MATERIAL.
 - W. ALL NEIGHBORES & NATIVE SOILS SHALL BE PROTECTED IN THE PRESENCE OF THE ENGINEER BY MAKING A MINIMUM OF 4 PASSES @ 2 PERPENDICULAR DIRECTIONS WITH A SMOOTH DRUM VIBRATORY ROLLER HAVING A STATIC WEIGHT OF AT LEAST 15 TONS. PROTECTING SHOULD NOT BE PERFORMED IN WET AREAS UNTIL THEY ARE ALLOWED TO DRY. IF SOFT OR UNACCEPTABLE MATERIALS ARE ENCOUNTERED PROTECTING, FURTHER PROTECTING SHOULD BE EMPLOYED UNTIL ALL UNSUITABLE MATERIAL IS REMOVED OR AS DIRECTED BY THE ENGINEER.
- 3.4 FIELD QUALITY CONTROL
- A. COMPACTION SHALL BE 90% MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557 FOR SITE WORK AND 95% UNDER SLAB AREAS. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE.
- 3.5 PROTECTION
- A. PROTECT SEEDED AREAS FROM EROSION BY SPRINKLING STRAW TO A UNIFORM LODGE DEPTH OF 1-2 INCHES, STAKE AND THE STAKES. WEIGHT OF ZINC COATING ON THE FABRIC SHALL BE AT LEAST 1.0 OZ PER SQUARE FOOT.
 - B. ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE CONTRACT WILL BE WRAPPED, TIED WITH HOSE-PROTECTED WIRE AND SECURED TO A 2 INCH X 2 INCH X 4 FOOT WOOD STAKE EXTENDING TWO FEET INTO THE GROUND ON FOUR SIDES OF THE TREE.
 - C. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION.

- 02830 FENCE (IF REQUIRED)
- PART 1 - GENERAL
- 1.1 WORK INCLUDED (REFER TO THE SITE PLANS FOR SIZE AND LOCATION OF FENCE AND GATES TO BE INSTALLED)
 - 1.2 RELATED WORK
 - A. COORDINATE FENCE GROUNDING WITH ELECTRICAL SUBCONTRACTOR.
 - B. REFER TO DIVISION 2 - CONCRETE FOR SPECIFICATION OF CONCRETE AND GROUT.
 - 1.3 QUALITY ASSURANCE
 - A. ALL STEEL MATERIALS UTILIZED IN CONJUNCTION WITH THIS SPECIFICATION WILL BE SPECIFICATION FENCE SHALL BE GALVANIZED OR STAINLESS STEEL. WEIGHT OF ZINC COATING ON THE FABRIC SHALL BE NOT LESS THAN 12 OUNCES PER SQUARE FOOT OF MATERIAL COVERED. POSTS SHALL BE HOT-DIPPED IN GRADE E ZINC, 18 OUNCES PER SQUARE FOOT.

- 1.4 SEQUENCING
- A. IF THE SITE AREA HAS BEEN BROUGHT UP TO SURFACE COURSE ELEVATION PRIOR TO FENCE CONSTRUCTION, FENCE POST EXCAVATION SPOILS MUST BE CONTROLLED TO PRECLUDE CONTAMINATION OF SAND SURFACE COURSE.
- 1.5 SUBMITTALS
- A. MANUFACTURER'S DESCRIPTIVE LITERATURE.
 - B. CERTIFICATE OF COMPLIANCE THAT SPECIFICATIONS HAVE BEEN MET.
- 1.6 APPLICABLE STANDARDS
- ASTM-A120 SPECIFICATION FOR PIPE, STEEL, BLACK AND HOT-DIPPED ZINC COATED (GALVANIZED) WELDED AND SEAMLESS FOR ORDINARY USES.
 - ASTM-A123 ZINC HOT-DIP GALVANIZED COATING ON IRON AND STEEL PRODUCTS.
 - ASTM-A153 STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE.
 - ASTM-A252 SPECIFICATION FOR ZINC-COATED STEEL CHAIN LINK FENCE FABRIC.
 - ASTM-A491 SPECIFICATION FOR ALUMINUM-COATED STEEL CHAIN LINK FENCE FABRIC.
 - ASTM-A525 STANDARD SPECIFICATION FOR STEEL SHEET ZINC COATED (GALVANIZED) BY THE HOT-DIPPED PROCESS.
 - ASTM-A570 SPECIFICATION FOR HOT-ROLLED CARBON STEEL SHEET AND STRIP STRUCTURAL QUALITY.
 - ASTM-A598 SPECIFICATION FOR ALUMINUM COATED STEEL BARRED WIRE.
 - FEDERAL SPECIFICATION RA-F-55-FENCING, WIRE AND POST MATERIAL (AND GATES, CHAIN LINK FENCE FABRIC AND ACCESSORIES).

- PART 2 - PRODUCTS
- 2.1 FENCE MATERIAL
- A. ALL FABRIC WIRE, RAILS, POLES, HARDWARE AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED GALVANIZED.
 - B. FABRIC SHALL BE ONE AND ONE HALF INCH (1 1/2 IN) PROJECT MANAGER TWO-INCH CHAIN-LINK MESH OF NO. 11 GAUGE (0.147 IN) WIRE. FABRIC SHALL HAVE A KNUCKLED FINISH FOR THE TOP AND BOTTOM EDGES. FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF A-525 CLASS 1.
 - C. ALL POSTS SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE AND SHALL BE TYPE 1 ASTM A-126 & OF THE FOLLOWING DIMENSIONS (D.D. PER FENCE INDUSTRY STANDARD):
 - LINE 1.78 INCHES
 - CORNER 3 INCHES
 - GATE 3 INCHES
 - D. ALL TOP AND BRACE RAILS SHALL BE 1 1/2 INCH DIAMETER SCHEDULE 40 MECHANICAL SERVICE PIPE. FRAMES SHALL HAVE WELDED CORNERS.
 - E. GATE FRAMES SHALL HAVE A FULL HEIGHT VERTICAL BRACE AND A FULL-WIDTH HORIZONTAL BRACE, SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.
 - F. GATE HINGES SHALL BE MERCHANTS METAL MODEL 6438 HINGE ADAPTER WITH MODEL 6435, 1/4 IN. GIBBS AT EACH END.
 - G. THE GUIDE (LATCH ASSEMBLY) SHALL BE MERCHANTS METAL MODEL 2040, OR EQUAL.
 - H. LATCHES, STOPS AND KEEPERS SHALL BE PROVIDED FOR ALL GATES.
 - I. ALL STOPS SHALL HAVE KEEPERS CAPABLE OF HOLDING THE GATE LEAF IN THE OPEN POSITION.
 - J. DOUBLE GATES SHALL HAVE A FULL HEIGHT PLUNGER BAR WITH DOME CAP.
 - K. A 3/8 IN. GAUGE ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE FABRIC, TERMINATED WITH BAND CLIPS AT CORNER AND TENSION POSTS.
 - L. PLACE A SIX INCH BY 1/2 INCH DIAMETER EYE BOLT TO HOLD TENSION WIRE AT LINE POSTS.
 - M. STRETCHER BATS SHALL BE 3/16 INCH BY 3/4 INCH OR HAVE EQUIVALENT CROSS SECTIONAL AREA.
 - N. ALL CORNER GATE AND END PANELS SHALL HAVE A 3/8 INCH TRUSS ROD WITH TURNBUCKLES.
 - O. ALL POSTS EXCEPT GATE POSTS SHALL HAVE A COMINATION CAP & BARBED WIRE SUPPORTING ARM. GATE POSTS SHALL POSTS SHALL HAVE A DOME CAP.
 - P. OTHER HARDWARE INCLUDES, BUT NOT BE LIMITED TO, THE CLIPS, BAND CLIPS AND TENSION BAND CLIPS.
 - Q. BARBED WIRE GATE GUARDS SHALL BE FASTENED WITH DOME CAPS.
 - R. BARBED WIRE SUPPORT ARMS SHALL BE CAST IRON WITH SET BOLT AND LOCK WIRE IN THE ARM.
 - S. ALL CAPS SHALL BE CAST STEEL.

- PART 3 - EXECUTION
- 3.1 EQUIPMENT (EXCAVATE POST HOLES WITH MECHANICAL AUGER EQUIPMENT)
 - 3.2 INSPECTION (EXCAVATE POST HOLES PER CONSTRUCTION DOCUMENTS, CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS.)
 - 3.3 INSTALLATION
 - A. POST FOUNDATIONS SHALL HAVE A MINIMUM SIX INCH CONCRETE COVER UNDER POST.
 - B. ALL FENCE POSTS SHALL BE VERTICALLY PLUMB WITH ONE INCH IN EIGHT FEET.
 - C. AT CORNER POSTS, GATE POST AND SIDES OF GATE FRAME, FABRIC SHALL BE ATTACHED WITH STRETCHER AND TENSION BARS. CLIPS AS NEIGHBORING WALL AT LINE POSTS, FABRIC SHALL BE ATTACHED WITH BAND CLIPS AT 16 INCH INTERVALS.
 - E. ATTACH FABRIC TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH THE CLIPS AT TWO FOOT INTERVALS.
 - F. A MANSION CAP OF TWO INCHES WILL BE PERMITTED BETWEEN THE CHAIN LINK FABRIC AND THE FINAL GATE.
 - G. GATES SHALL BE INSTALLED SO LOCKS ARE ACCESSIBLE FROM BOTH SIDES.
 - H. CONCRETE FOR FENCE POSTS SHALL HAVE A MINIMUM OF 3,000 PSI BREAKING STRENGTH AT 28 DAYS.
 - 3.4 PROTECTION (UPON COMPLETION OF ERECTION, INSPECT FENCE MATERIAL AND PAINT FIELD CUTS OR GALVANIZING BREAKS WITH ZINC-BASED PAINT COLOR TO MATCH THE GALVANIZING PROCESS)

Terra
CONSTRUCTION & MAINTENANCE
2801 HOLMES RD
YPSILANTI, MI 48197
TEL: 313.486.1100
FAX: 313.486.1101

T-Mobile

2801 HOLMES
YPSILANTI, MI 48197

NO.	DATE	DESCRIPTION	REVISIONS
1		ISSUED FOR CONSTRUCTION	
2		REVISED 2801 HOLMES COUNTY COMMENTS	
3		REVISED TOWER HEIGHT	
4		REVISED FOR FINAL	
5		ADDITIONAL PERMITS (TOWER) COMMENTS	
6		DRAWING SECTION REVISION	
7		NOTE BY PERMITS (EQUIPMENT, ACD)	

SITE DEPT

HOLMES ROAD RL

2801 HOLMES
YPSILANTI, MI 48197

DRAWN BY: CND

CHECKED BY: TAZ

DATE: 5/17/04

PROJECT #: 238

SHEET TITLE

GENERAL NOTES

DRYET PALMER



EXHIBIT C

to the Agreement dated _____, 2006, by and between Township of Ypsilanti, a Michigan municipal corporation, as Landlord, and T-Mobile Central, LLC, a Delaware Limited Liability Company, as Tenant.

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

T-Mobile Central, LLC
12170 Merriman Road
Livonia, MI 48150

**MEMORANDUM OF AGREEMENT
DE05751 Holmes Road - YCUA
APN: 11-01-200-003**

This MEMORANDUM OF AGREEMENT is entered into on _____, 2006, by Township of Ypsilanti, a Michigan municipal corporation, with an address at 7200 S. Huron River Drive, Ypsilanti, MI 48197 (hereinafter referred to as "Owner" or "Landlord") and T-Mobile Central, LLC, a Delaware Limited Liability Company, with an office at 12170 Merriman Road, Livonia, MI 48150 (hereinafter referred to as "T-Mobile" or "Tenant").

1. Landlord and T-Mobile entered into a Communications Site Lease Agreement ("Agreement") dated as of _____, 2006, effective upon full execution of the parties ("Effective Date") for the purpose of T-Mobile undertaking certain Investigations and Tests and, upon finding the Land appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of T-Mobile's tenancy under the Agreement is for five (5) years commencing on the start of construction of the Tenant Facilities, ninety (90) days following issuance of a building permit or six (6) months following the Effective Date, whichever first occurs ("Term Commencement Date"), and terminating on the fifth anniversary of the Term Commencement Date with five (5) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Premises") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

TENANT:

Township of Ypsilanti, a Michigan municipal corporation

T-Mobile Central, LLC.,
a Delaware Limited Liability Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Name: _____

Title: _____

Date: _____

STATE OF MICHIGAN

COUNTY OF WASHTENAW

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)
Notary Public

My commission expires: _____

STATE OF MICHIGAN

COUNTY OF WASHTENAW

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)
Notary Public

My commission expires: _____

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

T-Mobile Central, LLC
12170 Merriman Road
Livonia, MI 48150

AGREEMENT TO REMOVE WIRELESS COMMUNICATIONS FACILITIES

Pursuant to Ypsilanti Township Zoning Ordinance Section 2107 (d) (5), T-Mobile Central, LLC, a Delaware Limited Liability Company, having a mailing address of 12170 Merriman Road, Livonia, MI 48150 ("T-Mobile") agrees to the following terms and conditions for removal of the wireless communications facility located on the real property attached as Exhibit A ("the Premises"). Removal of such facility includes removal of the tower, associated buildings, structures, equipment and fencing (but excludes foundations and underground utilities).

1. T-Mobile agree, to remove the wireless communication facility upon the occurrence of either or both of the following:

(a) When the facility has not been used for twelve months or more. The removal of the antennas or other equipment from the facility, or the cessation of transmission and/or reception of signals, or the termination of the rental agreement between T-Mobile and Owner, whichever is earlier, shall be considered the beginning of the period of non-use.

(b) If there are two or more users on the tower, the tower shall not be considered abandoned until all users cease using the tower.

2. Upon the requirement for removal based on the above conditions, T-Mobile shall immediately apply for any required demolition or removal permits and immediately proceed with and complete the demolition/removal.

3. If the required removal of a facility or a portion thereof has not been lawfully completed within ninety (90) days of the expiration of the 12 month period in paragraph 1 (a) above and after at least (30) days written notice, the Township may remove or secure the removal of the wireless communication facilities or required portions thereof, with the actual cost and reasonable administrative expenses being charged against T-Mobile. If not paid within thirty (30) days, then such amount shall constitute a lien upon the Premises and may be collected pursuant to the laws of judicial foreclosure.

4. The remedies provided in this Agreement are cumulative. Nothing in this Agreement shall be construed to waive or impair Ypsilanti Township's authority to enforce its Zoning Ordinance requirements, as may be amended from time to time, for removal of the tower upon abandonment or non-use.

5. T-Mobile shall immediately notify the Township Clerk in writing if and as soon as use of the wireless communications facilities ceases.

6. This agreement shall run with the land and shall be recorded in the Washtenaw County Register of Deeds office.

T-MOBILE

T-Mobile Central, LLC a Delaware Limited Liability Company

By: _____
Name:
Title:

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2006, by _____, as _____, of T-Mobile Central, LLC a Delaware Limited Liability Company

(AFFIX NOTARIAL SEAL) _____
_____, Notary Public

My commission expires: _____ County, acting in _____ County,

EXHIBIT A

LEGAL DESCRIPTION

Property situated in the Township of Ypsilanti, County of Washtenaw and State of Michigan, to wit:

LEGAL DESCRIPTION

PROPOSED LEASE AREA:

Attached hereto.

LEGAL DESCRIPTION

PROPOSED INGRESS/EGRESS & UTILITY EASEMENT:

Attached hereto.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWNSHIP OF SUPERIOR AND ITS REGIONAL PARTICIPATING
PARTNERS**

**2014 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM
FIREFIGHTER SAFETY AND SURVIVAL /RIT TRAINING AND
EQUIPMENT**

PREAMBLE

This Memorandum of Understanding (“MOU”) is entered into between the Township of Superior (hereafter “Hosting Organization”) and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2014 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of a Firefighter Safety and Survival / RIT Training and Equipment;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

TERMS

I. Purpose

The purpose of this MOU is to establish a cooperative agreement between the Township of Superior (hereinafter "Township"), the programmatic and financial administrator (host) for the Superior Township Fire Department (hereinafter "STFD"), and its Regional Participating Partners, (hereinafter the “Regional Participating Partners”) to secure a 2014 Assistance to Firefighters Grant and to provide Firefighter Safety and Survival / RIT Training and Equipment for the region’s safety services. This purchase will help protect the health and safety of the public and safety service personnel through training as well as common equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Township and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

II. Definitions

Authorized Representative: The chief executive and fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

Equipment: RIT Packs, Rope, Webbing and any needed supplemental equipment or material necessary to perform training as allowed by the Assistance to Firefighters Grant (AFG) Program.

Training: 42 hour Firefighter Safety and Survival / RIT Course

Host Organization: The Township of Superior

Regional Participating Partners: Any government entity that executes this MOU.

III. Background to the Assistance Firefighters Grant Project

Purpose and Objective:

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2014 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2014 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

Problem Statement:

In Washtenaw County, the STFD and the said Regional Participating Partners lack the appropriate Firefighter Safety and Survival / RIT training and equipment to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - providing the Equipment would be the first step in implementing specific training among Regional Participating Partners enabling safety service personnel better tactical knowledge and experience in protecting the public and enhancing fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partners training readiness and support capabilities.

3. *Enhancing National Capabilities* -grant funding will assist in moving the Township and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening training capabilities and inter agency fire ground tactics.

4. *Risk* - Risk Based Prioritization -grant funding will assist in moving the Township and the Regional Participating Partners closer to a common theory in Firefighter Safety and Survival / RIT as well as common equipment amongst all Regional Participating Partners. The Township and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future operational capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Township and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with the Michigan Automatic Box Alarm System (MABAS) program in which all the Regional Participating Partners are officially part of the newly developed Washtenaw County MABAS division.

IV. Responsibilities of the Township

As the Hosting Organization for the 2014 Assistance Firefighters Grant, the Township will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and Equipment after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
 1. Invoicing the Regional Participating Partners for their share of the 10% matching grant cost of Equipment based on the count of each department's personnel number at time of Training and Equipment purchase.
 2. Arranging payment to vendors.
 3. Preparing program and fiscal reports required by the grantor.
 4. Auditing and tracking grant funds and deliverables as required by the grantor.
 5. Coordinate procurement of the Equipment through a competitive bidding process in compliance with the Township of Superior's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

IV. Responsibilities of the Regional Participating Partners

Each of the Regional Participating Partners will:

- a. Provide funding share of the 10% matching grant cost of Equipment based on the department's personnel number at time of Equipment and Training Purchase. The share of cost shall be paid upon receipt of invoice from the Township, in advance of Equipment and Training procurement.
- b. Participate and train its employees on the Equipment which will be documented.
- c. Provide the following assigned liaison(s):
 1. Primary Contact who is responsible for: the Regional Partner's point of contact.
 2. Training Contact who is responsible to oversee the Regional Partner's training
 3. Fiscal Contact: responsible for accounting, fiscal reporting and payment.

- d. Promptly provide any additional documentation to the Township as requested that may be necessary in connection with the grant.
- e. Be responsible for their received equipment maintenance as needed

VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

VII. Arbitration of Disputes

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

VIII. Indemnification

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Township of Superior and/or the Superior Township Fire Department pursuant to the terms of this MOU shall be the responsibility of the Township of Superior if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Township of Superior or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.
- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of a Regional Participating Partner, or its employees shall be the responsibility of the Regional Participating Partner if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Regional Participating Partner or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the Regional Participating Partner, or the employees of any of them as provided by common law, statute, or court decision.

IX. Insurance

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

X. Termination of the MOU

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and Equipment and with 30 days' written notice to the Township's Project Lead.

XI. Points of Contact

The Township will designate a Primary Lead, as well as identify Points of Contact for Training, Fiscal, and Documentation responsibilities. The Regional Participating Partners will designate a Primary Point of Contact, as well as identify Points of Contact for Training and Fiscal responsibilities. Points of Contact are set forth in the attached Exhibit A.

XII. Notice

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Township of Superior's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Township of Superior has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

XIII. Choice of Law; Severability

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

XIV. Authority to Enter into MOU; Execution by Counterpart

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XV. Extent of Agreement; Amendments

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

**Township of Superior
(Hosting Organization)**

_____ Date: _____
Kenneth Schwartz, Township Supervisor

_____ Date: _____
Brian Thurston, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY CITY OF ANN ARBOR

City of Ann Arbor, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Ann Arbor.

City of Ann Arbor

(Regional Participating Partner)

_____ Date: _____

Steven D. Powers, City Administrator

_____ Date: _____

Ellen Taylor, Fire Chief/Representative

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY ANN ARBOR TOWNSHIP

Ann Arbor Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ann Arbor Township.

Ann Arbor Township

(Regional Participating Partner)

_____ Date: _____

Michael Moran, Township Supervisor

_____ Date: _____

Brian Thurston, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER
BY CITY OF CHELSEA

The City of Chelsea, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Chelsea.

**City of Chelsea/Chelsea Area Fire Department
(Regional Participating Partner)**

_____ Date: _____
John Hanifan, City Manager

_____ Date: _____
Jim Payeur, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY DEXTER AREA FIRE AUTHORITY

Dexter Area Fire Authority, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Dexter Area Fire Authority.

**Dexter Area Fire Authority
(Regional Participating Partner)**

_____ Date: _____

Jim Seta, Chairman

_____ Date: _____

Loren Yates, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY MANCHESTER TOWNSHIP

Manchester Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Manchester Township.

Manchester Township
(Regional Participating Partner)

_____ **Date:** _____

Gene DeRossett, Township Supervisor

_____ **Date:** _____

Michael Riesterer, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY CITY OF MILAN

The City of Milan, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Milan.

City of Milan / Milan Area Fire Department
(Regional Participating Partner)

_____ Date: _____

Jade Smith, City Administrator

_____ Date: _____

Bob Stevens, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY NORTHFIELD TOWNSHIP

Northfield Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Northfield Township.

Northfield Township
(Regional Participating Partner)

_____ **Date:** _____

Howard Fink, Township Manager

_____ **Date:** _____

William Wagner Jr., Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY PITTSFIELD TOWNSHIP

Pittsfield Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Pittsfield Township.

Pittsfield Township
(Regional Participating Partner)

_____ **Date:** _____

Mandy Grewal, Township Supervisor

_____ **Date:** _____

Sean Gleason, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY SALEM TOWNSHIP

Salem Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Salem Township.

Salem Township
(Regional Participating Partner)

_____ **Date:** _____

Gary Whittaker, Township Supervisor

_____ **Date:** _____

Jim Rachwal, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER
BY CITY OF SALINE

The City of Saline, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Saline.

City of Saline
(Regional Participating Partner)

_____ Date: _____
Todd Campbell, City Manager

_____ Date: _____
Craig Hoeft, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY SCIO TOWNSHIP

Scio Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Scio Township.

Scio Township
(Regional Participating Partner)

_____ **Date:** _____

Spaulding Clark, Township Supervisor

_____ **Date:** _____

Carl Ferch, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY VAN BUREN TOWNSHIP

Van Buren Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Van Buren Township.

Van Buren Township
(Regional Participating Partner)

_____ **Date:** _____

Linda Combs, Supervisor

_____ **Date:** _____

Dan Besson, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER
BY CITY OF YPSILANTI

The City of Ypsilanti, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Ypsilanti.

City of Ypsilanti
(Regional Participating Partner)

_____ Date: _____
Ralph A. Lange, City Manager

_____ Date: _____
Max Anthouard, Fire Chief

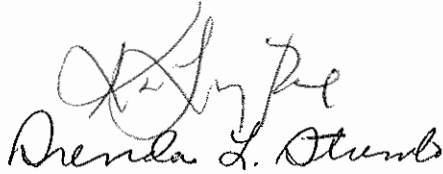
ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI TOWNSHIP

Ypsilanti Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti Township.

Ypsilanti Township

(Regional Participating Partner)


Brenda L. Stumbo 12/17/14
Date: 12/17/14

Brenda Stumbo, Supervisor

_____ Date: _____

Eric Copeland, Fire Chief

2014 Regional Grant MOU for Firefighter Safety and Survival / RIT

Exhibit A

Points of Contact

Agency	Title	Name	Phone Number	Email
Ann Arbor City	Primary	Ellen Taylor	810-523-1173	etaylor@a2gov.org
	Fiscal	Same	Same	Same
	Training	Craig Sidelinger	734-646-0556	csidelinger@a2gov.org
Ann Arbor Twp	Primary			
	Fiscal			
	Training			
Chelsea	Primary			
	Fiscal			
	Training			
Dexter	Primary			
	Fiscal			
	Training			
Mancshester	Primary			
	Fiscal			
	Training			
Milan	Primary			
	Fiscal			
	Training			
Northfield	Primary			
	Fiscal			
	Training			
Pittsfield	Primary			
	Fiscal			
	Training			
Salem	Primary			
	Fiscal			
	Training			
Saline	Primary			
	Fiscal			
	Training			
Scio	Primary			
	Fiscal			
	Training			

2014 Regional Grant MOU for Firefighter Safety and Survival / RIT

Exhibit A (Continued)

Points of Contact

Agency	Title	Name	Phone Number	Email
Van Buren	Primary			
	Fiscal			
	Training			
Ypsilanti City	Primary			
	Fiscal			
	Training			
Ypsilanti Twp	Primary			
	Fiscal			
	Training			

CHARTER TOWNSHIP OF YPSILANTI
2015 Board and Commissions Appointments and Re-Appointments

Resolution No. 2014-35

REAPPOINTMENTS

<u>Board of Review</u>	<u>Term</u>	<u>Expiration Date</u>
Gunia, Ron	2 Years	12/31/2016
Lathion, Marsha	2 Years	12/31/2016
Patton, Ruby (Alternate)	2 Years	12/31/2016
Weathers, E.L.	2 Years	12/31/2016
<u>Building Authority</u>	<u>Term</u>	<u>Expiration Date</u>
VanSlambrouck, Sally	6 Years	12/31/2020
<u>Construction Board of Appeals</u>	<u>Term</u>	<u>Expiration Date</u>
Cook, Roger	2 Years	12/31/2016
Foley, Jesse	2 Years	12/31/2016
McComb, Alan	2 Years	12/31/2016
<u>Planning Commission</u>	<u>Term</u>	<u>Expiration Date</u>
Richie, Sally	3 Years	12/31/2017
<u>Ypsilanti Community Utilities Authority</u>	<u>Term</u>	<u>Expiration Date</u>
Stumbo, Brenda	3 Years	12/31/2017

APPOINTMENTS

<u>Civil Service Commission</u>	<u>Term</u>	<u>Expiration Date</u>
Robinson, Hazelet	6 Years	12/31/2020
<u>Planning Commission</u>	<u>Term</u>	<u>Expiration Date</u>
Sinkule, Bill	3 Years	12/31/2017
<u>Weed Commissioner</u>	<u>Term</u>	<u>Expiration Date</u>
Elling, Bill	2 Years	12/31/2016
<u>Zoning Board of Appeals</u>	<u>Term</u>	<u>Expiration Date</u>
Eldridge, Stan	3 Years	12/31/2015
(to fill vacancy created by resignation of Brenda Brewington)		
Jones, Brandon (alternate, to fill vacancy)	3 Years	12/31/2017

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. 2014-35 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 16, 2014.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Department Cost Breakdown

RIT and FFSS

Classification	# of Positions	Wages	Training Cost	Truck Equipment	Personal Equipment	Total	Share Amount
Ann Arbor City	85	\$171,645.60	\$41,310.00	\$13,100.00	\$34,170.00	\$260,225.60	\$26,022.56
Ann Arbor Twp	14	\$28,271.04	\$6,804.00	\$13,100.00	\$5,628.00	\$53,803.04	\$5,380.30
Chelsea	15	\$30,290.40	\$7,290.00	\$13,100.00	\$6,030.00	\$56,710.40	\$5,671.04
Dexter	26	\$52,503.36	\$12,636.00	\$13,100.00	\$10,452.00	\$88,691.36	\$8,869.14
Mancshester	25	\$50,484.00	\$12,150.00	\$13,100.00	\$10,050.00	\$85,784.00	\$8,578.40
Milan	29	\$58,561.44	\$14,094.00	\$13,100.00	\$11,658.00	\$97,413.44	\$9,741.34
Northfield	23	\$46,445.28	\$11,178.00	\$13,100.00	\$9,246.00	\$79,969.28	\$7,996.93
Pittsfield	28	\$56,542.08	\$13,608.00	\$13,100.00	\$11,256.00	\$94,506.08	\$9,450.61
Salem	27	\$54,522.72	\$13,122.00	\$13,100.00	\$10,854.00	\$91,598.72	\$9,159.87
Saline	22	\$44,425.92	\$10,692.00	\$13,100.00	\$8,844.00	\$77,061.92	\$7,706.19
Scio	20	\$40,387.20	\$9,720.00	\$13,100.00	\$8,040.00	\$71,247.20	\$7,124.72
Superior	9	\$18,174.24	\$4,374.00	\$13,100.00	\$3,618.00	\$39,266.24	\$3,926.62
Van Buren	50	\$100,968.00	\$24,300.00	\$13,100.00	\$20,100.00	\$158,468.00	\$15,846.80
Ypsilanti City	20	\$40,387.20	\$9,720.00	\$13,100.00	\$8,040.00	\$71,247.20	\$7,124.72
Ypsilanti Twp	27	\$54,522.72	\$13,122.00	\$13,100.00	\$10,854.00	\$91,598.72	\$9,159.87
Total	420	\$848,131.20	\$204,120.00	\$196,500.00	\$168,840.00	\$1,417,591.20	\$141,759.12

Charter Township of Ypsilanti Resolution No. 2014-36

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

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

WHEREAS, the Charter Township of Ypsilanti wishes to amend Resolution No. 2006-06, Professional Fees for Engineers, Planner and Attorney and incorporate all hourly rates; and


WHEREAS, the attached Township , Attorney, Planner, Engineer and Fire Department fee incorporate all of these changes.

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti specifically adopts and incorporates by reference, the attached Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department in its entirety as amended.

BE IT FURTHER RESOLVED, that any previous Professional Service Fees not in conformity with those contained in the attached schedule shall be repealed.

BE IT FURTHER RESOLVED, that the Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department shall become effective on January 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. 2014-36 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 16, 2014.



Karen Lovejoy Roe, Clerk
Charter Township of
Ypsilanti

**OFFICE OF COMMUNITY STANDARDS
SITE PLAN REVIEW FEES 2015**

	Township	Planner	Engineer	Fire
Addressing				
Single Address		\$50/per lot (1 or 2 addresses)		
Residential Development		\$25/per lot (3 or more addresses)		
Re-Addressing Development		\$150 +\$25/per lot + \$200 (Fire Dept) + \$125 (Assessing)		
Complaints				
	\$50/per inspector			
Condominium				
Preliminary Site Plan	\$600 + \$1/unit	\$400 + \$3.20/unit	\$540 + \$50/ac	\$75
Final Site Plan	\$400	\$270 + \$1.60/unit	\$540 + \$50/ac (residential) \$540 + \$50/2,000sft (non-residential)	\$75
Add Private Road Review (if needed)	Cost of construction x.005		Cost of construction x .010	
Detailed Engineering Review ***				
		ENGINEER		
Includes 2 Reviews landscaping, building, signs, electrical, landscaping, building, electrical or signs.	.005 X Construction Cost estimate for: Water, Sanitary, Storm, retention/detention basins, grading, earth balanceand paving.(This fee is for a total of three reviews)(\$500 min. fee)	<\$50,000 x 4.0% Minimum \$1,750 Maximum \$2,000 \$50,000 - \$100,000 x 3.0% Minimum \$2,000 Maximum \$ 3,000 \$100,000-500,000 x 1.75% Minimum \$3,000 Maximum \$8,750 \$500,001 - \$1,000,000 x 1.35% Minimum \$9,000 Maximum \$13,500 \$1,000,001-2,000,000 x1.20% Minimum \$15,000 Maximum \$24,000 >\$2,000,000 x 1.0% Minimum of \$24,000		\$75
A mandatory meeting shall be scheduled after the 2nd review (if not approved) before submittal of 3rd review.				
Additional reviews beyond 2	50% of original fee each add. review	Escrow Deposit to be deposited in an amount determined by OCS/OHM		
Development Agreement				
	\$200/hour (Atty Fees)	Hourly	Hourly	
Developer/Pre-Application Meeting				
	\$150	\$125	\$300	\$75
Division of Land Review				
	\$25/lot			
Earth Balancing & Excavation				
	\$300 + \$20/acre	Hourly	Hourly (\$500 escrow minimum)	
Future Land Use Plan Amendment				
	\$1,500	Hourly	Hourly	
Junkyard License Renewal				
Junk Yard Inspections	\$125			
Junk Yard Re-Inspections	\$50/per inspector x 3 (\$135)			
	\$50/per inspector x 3 (\$135)			
Liquor Inspections				
	\$50/per inspector x 3 (\$135)			
Liquor Re-Inspections				
	\$50/per inspector			

	Township	Planner	Engineer	Fire
Mobile Home Park	\$250 + \$2/unit	\$550 + \$5.50/unit	\$500 + \$40/ac	\$75
Multiple Family Residential	\$350 + \$1/unit	\$395 + \$3.20/unit	\$540 + \$50/ac	\$75
Nonresidential Site Plan	\$300 + \$20/acre	\$480 + \$54/acre	\$540 + \$50/2,000 sq ft of bldg	\$75
Parking Lot Review	\$200	\$135	\$500 + \$50/ac	
Planned Development				
Stage I - Residential	\$750 + \$1.00/unit	\$540 + \$2.70/unit	\$540 + \$50/ac	\$75
- Non-Residential	\$450 + \$20/acre	\$540 + \$32/acre	\$540 + \$50/ac	\$75
Stage II - Residential	\$750 + \$2/unit	\$540 + \$2.70/unit	\$540 + \$50/ac	\$75
- Non-Residential	\$450 + \$20/acre	\$540 + \$54/acre	\$540 + \$50/ac	\$75
Pre-construction Meeting	\$150	\$125	Hourly	\$75
Private Road Review * \$1,000 min.	Cost of Construction x .005		See Detailed Eng Review above or \$1,750 min. Additional \$280/each unit over 4	\$75
	\$1,000 minimum			
Private Road Inspection Deposit	\$1,000 deposit			
Public or Quasi Public Site Plan	\$175 + \$20/acre	\$350 + \$40/acre	\$540 + \$50/ac	\$75
Right-of Way Permit/Review				
	Overall Cost			
Total Cost installed	Minimum		Maximum	
\$0 - \$9,999	\$330 + 2.0% of each \$1,000 over \$10,000		\$500	
\$10,000 - \$49,999	\$440 + 1.5% of each \$1,000 over \$10,000		\$1,050	
\$50,000 - \$99,999	\$1,150 + 0.75% each 1,000 over \$50,000		\$1,550	
\$100,000 - \$299,999	\$1,650 + 0.5% each 1,000 over \$100,000		\$2,600	
\$300,000 - \$ up	\$2,750 + 0.25% each 1,000 over \$300,000			
Rezoning - No PD involved	\$750	\$540 + \$16 per acre	Hourly if necessary	
Site Inspections - To be invoiced to the inspection escrow deposit				
Landscape	\$150/per inspection			
Bike Path/Sidewalk	\$150/per inspection			
Open Space	\$150/per inspection			
Sketch Plan Review				
Review	\$150	\$135	Hourly (\$1,000 escrow minimum)	\$75
Each Revision	\$100	\$50	Hourly (\$500 escrow minimum)	\$50
Administrative Review	\$100			

	Township	In House Bldg Dept.	Engineer/OHM	Fire
Soil Erosion Review				
a) less than 2 ac.	\$50	\$400	\$450	
b) 2 ac - less than 10 ac	\$100	\$400 + \$55/acre over 2	\$450 + \$45/acres over 2	
c) 10 ac - less than 40	\$100	\$800 + \$40/acre over 10	\$875 + \$45/acres over 10	
d) 40 ac - less than 100	\$100	\$2,000 + \$20/acre over 40	\$2,000 + \$20/acres over 40	
e) 100 ac and up	\$100	\$3,000 + \$15/acre over 100	\$3,000 + \$15/acres over 100	
Soil Erosion Inspection Deposit				
	Unused amount will be refunded	Inspections = \$85/hr		
a) less than 2 ac.	\$1,000		\$1,000	
b) 2 ac - less than 30 ac	\$1,000		\$1,000 + \$30/acre	
c) 30 ac - less than 40	\$1000 + \$25/acre		\$1,000 + \$25/acre	
d) 40 ac - less than 100	\$1,200 + \$20 ac		\$1,200 + \$20/acre	
e) 100 ac and up	\$2,500 + \$15/ac		\$2,500 + \$15/acre	
Special Conditional Use-				
	\$300	\$380 per use + plan review fees	Hourly (\$500 minimum)	
Fee in addition to site plan review & sketch plan review		(If planner review is needed)		
Structural Engineering Review				
			Hourly (\$1000 minimum)	
Subdivision or Site Condominium				
1. Tentative Prelim. Plat / Prelim. Plan	\$600 + \$1/unit	\$400 + \$3.20/unit	\$540 + \$50/acre per review	\$75
Revised TPP/ Prelim Plan	\$300 + \$1/unit	Hourly	\$540 + \$50/acre per review	\$75
2. Final Preliminary Plat / Final Plan	\$600 + \$1/unit	\$270 + \$1.60/unit	\$540 + \$50/acre per review	\$75
3. Final Plat - Suidivision only	\$200 + \$1/unit	\$190 + \$1.60/unit	\$540 + \$50/acre per review	\$75
Wetlands				
	\$100 + hourly	Hourly	Hourly (\$1000 minimum)	
Woodlands				
	\$100 + hourly	Hourly	Hourly (\$1000 minimum)	
Zoning Board of Appeals				
	Residential \$100			
	Non Residential \$250			
Any administrative review				
	\$100	Hourly	Hourly (\$1,000 minimum)	
Hourly Rates				
	OCS Director: \$110/hr		See Appendix 'A'	
	Building Director \$95/hr			
	Planning Director: \$90/hr			
	Engineering Services: See appendix A			
Traffic Engineering Reviews				
			Hourly (\$1,000 minimum)	

Notes

Fees shall be paid prior to processing applications and/or permits.

Outstanding fees, bills, and deposits shall be paid prior to advancing project in the development review process.

Site Plan Review fees paid are for one (1) review by Township, Planning, Engineering and Fire unless otherwise noted.

A **mandatory** meeting will be scheduled following the 2nd DE/SEC review to review design specifics. OHM, Twp, Developer & their Engineer must be in attendance

Appendix 'A' - Engineering Hourly Rates

Staff Type	Hourly Rate (\$)
Professional Engineer IV/Architect IV	\$155.00
Professional Engineer III/Architect III	\$135.00
Professional Engineer II/Architect II	\$125.00
Professional Engineer I/Architect I	\$112.00
Graduate Engineer III	\$115.00
Graduate Engineer II	\$108.00
Graduate Engineer I	\$100.00
Graduate Architect III/Landscape Architect III	\$108.00
Graduate Architect II/Landscape Architect II	\$88.00
Graduate Architect I/Landscape Architect I	\$78.00
Technician IV	\$110.00
Technician III	\$100.00
Technician II	\$87.00
Technician I	\$66.00
Engineering/Architect Aide	\$52.00
Professional Surveyor III	\$140.00
Professional Surveyor II	\$125.00
Professional Surveyor I	\$110.00
Graduate Surveyor	\$100.00
Surveyor III	\$97.00
Surveyor II	\$90.00
Surveyor I	\$70.00
Surveyor Aide	\$52.00
Planner IV	\$135.00
Planner III	\$120.00
Planner II	\$100.00
Planner I	\$70.00
Planner Aide	\$52.00
Graphic Designer	\$100.00
Data Base Developer	\$175.00
IT Technician III	\$160.00
IT Technician II	\$140.00
IT Technician I	\$85.00
Administrative Support	\$55.00
Clerical Aide	\$45.00
Principal	\$180.00
Senior Associate	\$170.00
Associate	\$160.00
3-Man Survey Crew w/equipment (per hour)	\$230.00
2-Man Survey Crew w/equipment (per hour)	\$200.00
1-Man Survey Crew w/equipment (per hour)	\$160.00

**CHARTER TOWNSHIP OF YPSILANTI
WASHTENAW COUNTY MICHIGAN**

RESOLUTION NO. 2014-37

**FEE SCHEDULE AND VALUATION DATA FOR BUILDING, ELECTRICAL,
PLUMBING, MECHANICAL, SIGN AND BIKE PATH PERMITS**

WHEREAS, Section 6 and 22 of Act 230 of the Public Acts of 1972, being the State Construction Code Act of 1972 provides for the establishment and collection of fees; and

WHEREAS, Article II of the Buildings and Building Regulations Code of the Charter Township of Ypsilanti assures responsibility for the administration and enforcement within the township of the State Construction Code Act of 1972 as amended, and the building, plumbing, mechanical, and electrical codes promulgated thereunder, as amended; and

WHEREAS, the Township Board has established other permits to be administered by the Building Department and establishes fees for said permits; and

WHEREAS, the Township Board last reviewed all Building Department permit fees on December 20, 2005.

NOW, THEREFORE, BE IT RESOLVED that the attached said fees, valuation data and inspection policy are hereby established.

BE IT FURTHER RESOLVED that all previous resolutions regarding fees or valuation data for building, electrical, plumbing, mechanical, sign or bike path permit fees are hereby revoked.

BE IT FURTHER RESOLVED that Resolution 2014-37 shall become effective January 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. 2014-37 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 16, 2014.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

FEE SCHEDULE AND VALUATION DATA FOR BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, SIGN AND BIKE PATH PERMITS

1.0 Electrical Permit Fee Schedule

- 1.1 The minimum fee for any electrical permit is \$50.00.
- 1.2 Contractor registration fee shall be \$15.00
- 1.3 Permits for new construction shall be for a minimum number of inspections required in Section 6.
- 1.4 An administrative fee equal to the amount of 2 times the permit fee shall be assessed if a permit was not obtained prior to the commencement of work.
- 1.5 All re-inspection fees shall be \$50.
- 1.6 Fire alarm plan review and test shall be \$100.
- 1.7 Fire alarms up to 10 devices shall be \$50.
- 1.8 Fire alarms 11 to 20 devices shall be \$100.
- 1.9 Fire alarms over 20 devices shall be \$50.

2.0 Mechanical Permit Fee Schedule

- 2.1 The minimum fee for any mechanical permit is \$50.00.
- 2.2 Contractor registration fee shall be \$15.00
- 2.3 Permits for new construction shall be for a minimum number of inspections required in Section 6.
- 2.4 An administrative fee equal to the amount of 2 times the permit fee shall be assessed if a permit was not obtained prior to the commencement of work.
- 2.5 All re-inspection fees shall be \$50.
- 2.6 Fire sprinkler plan review shall be \$300.
- 2.7 Fire sprinkler limited area plan review, (less than 20 heads), shall be \$100.
- 2.8 Fire sprinkler system for greater than 20 heads shall be \$.75/head
- 2.9 Fire sprinkler hydrostat test shall be \$100.
- 2.10 Kitchen hood system plan review and puff test shall be \$125.
- 2.11 Paint booth plan review and test shall be \$125.

3.0 Plumbing Permit Fee Schedule

- 3.1 The minimum fee for any plumbing permit is \$50.00.
- 3.2 Contractor registration fee shall be \$15.00
- 3.3 Permits for new construction shall be for a minimum number of inspections required in Section 6.
- 3.4 An administrative fee equal to the amount of 2 times the permit fee shall be assessed if a permit was not obtained prior to the commencement of work.
- 3.5 All re-inspection fees shall be \$50.

4.0 Building Permit Fee Schedule

- 4.1 The minimum fee for any permit shall be \$50.00.
- 4.2 Contractor registration fee shall be \$15.00
- 4.3 Inspections for new construction shall be as required in Section 6.
- 4.4 An administrative fee equal to the amount of up to 2 times the permit fee shall be assessed if a permit was not obtained prior to the commencement of work.
- 4.5 All re-inspection fees shall be \$50.
- 4.6 Fee Schedule
Based on improvement costs as follows:

\$501 to \$1,000 = \$50

\$1,001 to \$10,000 = \$50 plus \$7 for each \$1,000 or part thereof over \$1,000

\$10,001 to \$100,000 = \$120 plus \$7 for each \$1,000 or part thereof over \$10,000

\$100,001 to \$500,000 = \$750 plus \$7 for each \$1,000 or part thereof over \$100,000

\$500,001 and above - \$2,750 plus \$7 for each \$1,000 or part thereof over \$500,000

Improvement cost shall be determined by applying the following building valuation data:

The most recent International Code Council's Building Valuation Data

<http://www.iccsafe.org/cs/Documents/BVD/BVD-0814.pdf>

Exceptions:

Deck valuation costs per square foot shall be \$20.

Basement finish valuation costs per square foot shall be \$30.

Roofing valuation costs per square, (100 square feet), shall be \$200.

Siding valuation costs per square, (100 square feet), shall be \$200.

All other items not provided for in the BVD shall bear reasonable costs to actual value, (not material costs), and are subject to the review and possible adjustment of the Building Official.

4.7	Plan Reviews:	New Single Family Residential	\$50
		All other residential projects	\$25
		Multi-Family, Commercial, Industrial	\$300 or 25% of building permit fee, whichever is greater.

4.8 Certificates of Occupancy

4.8.1	One and Two-family Residential	\$25.00
4.8.2	Multi-family, Commercial, Industrial	
	\$0.00 to \$10,000	\$50.00
	\$10,001 to \$100,000	\$100.00
	\$100,001 to \$200,000	\$250.00
	\$200,001 and above	\$500.00

4.9 Other

- Zoning Permit shall be \$35.00 minimum (Signs face change, fences, driveways, and sheds over 100 s.f.)
- Code Inspections shall be a minimum of \$50.00 per inspection per trade.

4.10 An administrative fee equal to the amount of the permit fee shall be assessed if a permit was not obtained prior to the commencement of work.

5.0 Bike Path Permits

5.1 The bike path permit is a one-time charge, at the time of issuing building permits for new construction of homes, multi-family, commercial, and industrial buildings.

5.2 These permit fees shall be used to pay for the costs of installing, constructing, and maintaining the bike paths throughout the Township.

5.3 Fee Schedule as follows:

- \$501.00 to \$10,000 = \$35.00
- \$10,001 to \$50,000 = \$30.00 + \$5.00 for each \$1,000, or part thereof, over \$10,000
- \$50,001 to \$100,000 = \$50.00 + \$3.50 for each \$1,000, or part thereof, over \$50,000.00
- \$100,001 and above = \$67.50 + \$1.00 for each \$1,000, or part thereof over \$100,000.

6.0 Inspections

6.1 Electrical: Single-Family Residential

Temporary Service, Rough Insp., Final Insp., and Permanent Service shall be required.

A permanent/auxiliary generator will require a final inspection.

6.2 Electrical: Multi-Family, Commercial, and Industrial

For a multiple-family structure or multi-tenant commercial or industrial buildings, a rough and final inspection shall be required for each designed unit in such a structure.

For all other buildings of this class, inspections shall be required for each visit required from the electrical inspector. The inspector shall estimate the number of visits required.

A separate inspection shall be required for a temporary service and final service.

6.3 Mechanical: Single-Family Residential

Rough mechanical inspection, underground mechanical, final mechanical inspection and gas line, (if applicable), shall be required for each heating system. Gas line pressure test shall also be required. A rough fireplace and final fireplace shall be required for each heating system. A separate inspection shall be required for each cooling system. A heating or cooling unit without a distribution system shall require one inspection. A mobile home shall require one inspection.

A permanent/auxiliary generator will require a final inspection.

6.4 Mechanical: Multiple-Family, Commercial, and Industrial

Each heating and/or cooling unit shall require one inspection. Each heating and/or cooling unit with a distribution system shall require an additional inspection provided, however, that a combined distribution system shall only require one inspection. Where an underground inspection is required, an additional inspection shall be charged per building.

A fireplace in a multiple-family building shall also require a rough fireplace and final fireplace inspection.

Refrigeration units of one horsepower or greater shall require one inspection per unit plus one inspection for each distribution system.

6.5 Plumbing: Single-Family Residential

A water and sewer service, sump line, rough plumbing and final plumbing shall be required. An additional inspection is required for underground plumbing.

6.6 Plumbing: Multiple-Family, Commercial, and Industrial

Each unit in a multiple-family structure or in a multi-tenant structure shall require a rough and final inspection. An additional inspection for underground plumbing shall be required for each unit in a strip center. A multiple-family structure or multi-tenant building shall require an additional inspection for underground plumbing at the rate of one inspection per building/unit. An additional inspection shall be required for water and sewer service.

All other commercial and industrial buildings shall be charged at a rate of one inspection for each visit required from the plumbing inspector. The inspector shall estimate the number of visits required.

6.7 Building: All Construction

Building inspections shall follow the schedule below to the extent applicable:

- a) Basement Footing (setback per zoning req.) = before footing is poured
- b) Backfill = before foundation wall is backfilled and before the slab floors are poured with sill plates in place and anchor bolts.
- c) Garage Footing = before footing is poured.
- d) Garage slab = prior to the pouring of concrete slab with sub base and forms installed.
- e) Basement Slab = prior to pouring of concrete slab with sub base and vapor barrier in place and provisions for a passive radon system have been installed.
- f) Rough = before any framing is covered and after rough electrical, plumbing, and mechanical inspections have been approved, and any masonry flashing has been installed.
- g) Insulation = prior to covering insulation.
- h) Drywall = before drywall is taped.
- i) Fireplace = Masonry - when damper and first flue liner are in place.
- j) Porch slab - prior to pouring concrete slab with forms installed.
- k) Final = after final electrical, mechanical, and plumbing have been approved.
- l) Lot Grade = verifying lot grade per grade certificate and master grading plan if within larger development and prior to lot stabilization.
- m) Final Certificate of Occupancy = after all inspections are approved and prior to occupancy. May take approximately 5 business days to process.
- n) Lot stabilization = after lot grade is approved to insure disturbed ground is stabilized to prevent soil erosion.

Square Foot Construction Costs ^{a, b, c, d}

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	226.76	219.31	213.96	205.01	192.75	187.20	198.12	176.19	169.52
A-1 Assembly, theaters, without stage	207.79	200.35	194.99	186.04	173.88	168.33	179.15	157.32	150.65
A-2 Assembly, nightclubs	176.13	171.14	166.41	159.90	150.48	146.32	154.26	136.32	131.68
A-2 Assembly, restaurants, bars, banquet halls	175.13	170.14	164.41	158.90	148.48	145.32	153.26	134.32	130.68
A-3 Assembly, churches	209.84	202.40	197.04	188.09	176.18	170.63	181.20	159.62	152.95
A-3 Assembly, general, community halls, libraries, museums	175.12	167.68	161.32	153.37	140.31	135.76	146.48	123.75	118.08
A-4 Assembly, arenas	206.79	199.35	192.99	185.04	171.88	167.33	178.15	155.32	149.65
B Business	181.09	174.44	168.64	160.29	146.09	140.60	153.96	128.21	122.54
E Educational	193.98	187.30	181.81	173.58	161.65	153.10	167.59	141.27	136.67
F-1 Factory and industrial, moderate hazard	107.90	102.96	96.85	93.24	83.53	79.76	89.27	68.81	64.80
F-2 Factory and industrial, low hazard	106.90	101.96	96.85	92.24	83.53	78.76	88.27	68.81	63.80
H-1 High Hazard, explosives	101.01	96.07	90.96	86.35	77.83	73.07	82.38	63.11	N.P.
H234 High Hazard	101.01	96.07	90.96	86.35	77.83	73.07	82.38	63.11	58.10
H-5 HPM	181.09	174.44	168.64	160.29	146.09	140.60	153.96	128.21	122.54
I-1 Institutional, supervised environment	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
I-2 Institutional, hospitals	305.47	298.82	293.02	284.67	269.47	N.P.	278.34	251.59	N.P.
I-2 Institutional, nursing homes	211.47	204.82	199.02	190.67	177.47	N.P.	184.34	159.59	N.P.
I-3 Institutional, restrained	206.32	199.67	193.87	185.52	172.82	166.33	179.19	154.94	147.27
I-4 Institutional, day care facilities	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
M Mercantile	131.29	126.30	120.57	115.06	105.29	102.13	109.42	91.13	87.49
R-1 Residential, hotels	180.89	174.58	169.54	162.40	149.39	145.50	162.08	134.22	129.61
R-2 Residential, multiple family	151.70	145.39	140.35	133.21	120.92	117.03	132.89	105.75	101.14
R-3 Residential, one- and two-family	143.18	139.24	135.76	132.27	127.10	123.91	129.53	118.85	111.36
R-4 Residential, care/assisted living facilities	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
S-1 Storage, moderate hazard	100.01	95.07	88.96	85.35	75.83	72.07	81.38	61.11	57.10
S-2 Storage, low hazard	99.01	94.07	88.96	84.35	75.83	71.07	80.38	61.11	56.10
U Utility, miscellaneous	76.35	71.93	67.45	64.00	57.56	53.75	61.01	45.05	42.90

- a. Private Garages use Utility, miscellaneous
b. Unfinished basements (all use group) = \$15.00 per sq. ft.
c. For shell only buildings deduct 20 percent
d. N.P. = not permitted

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Karen Lovejoy Roe
From: Mike Radzik, OCS Director
Copy: Board of Trustees
Re: **Request to authorize purchase and installation of a monument style lawn sign with electronic message center at the new Law Enforcement Center located at 1501 S. Huron St from Huron Sign Co of Ypsilanti in an amount of \$35,054 budgeted in account 266-301.000-975.266.**
Date: December 16, 2014

The Board of Trustees previously approved the design for a monument style lawn sign with an electronic message center at the new Law Enforcement Center and authorized seeking competitive proposals as required under the financial policy. A Request for Proposals was sent to five reputable sign companies in the region.

Earlier today, I received three competitive quotes for manufacture and installation of the sign:

ASI Signage Innovations (Troy)	\$52,726
Huron Sign Co. (Ypsilanti)	\$35,054
Townsend Sign (Rockwood)	\$33,804
Allied Sign, Inc (Clinton Twp)	No bid received
Gardner Signs (Troy)	No bid received

The lowest bid received from Townsend Sign specified a different manufacturer of the electronic message center and therefore did not meet the required bid specifications.

I respectfully request authorization to award this project to Huron Sign Co. of Ypsilanti in the amount of \$35,054. Huron Sign staff was instrumental in helping us develop sign designs and offered guidance on manufacturing specifications. As a local company, they will be readily available for warranty repairs and service.

Funding for this purchase is available in the Law Enforcement budget capital outlay account for this project at 266-301.000-975.266.

Quotation No. 299098

Page 1

Client Mike Radzik Charter Township of Ypsilanti 7200 South Huron River Drive Ypsilanti, MI 48197 CHAR05		Ship To Mike Radzik Charter Township of Ypsilanti 7200 South Huron River Drive Ypsilanti, MI 48197		
Phone 734.544.3730	FAX 734.484.5153	Phone 734.544.3730	FAX 734.484.5153	
Est. Ship 6-7 Weeks	Ship Via Installed	Terms 1/2 Deposit, Balance Net 30	F.O.B. Shipping Point	
Project Electronic Message Center		By Jeff Podina / Jeff Podina	Date 12/15/2014	
Item	Qty	Description	Unit Price	Extension
1.	1	Electronic Message Center to include: • (1) 34" x 96" x 17.25" deep extruded aluminum header cabinet with 1/8" aluminum faces that have routed graphics and backed with 3/16" lexan with 3M Dual Color vinyl. Cabinet painted (2) colors. Internal illumination via White LEDs. • (1) 41" x 87" x 5" deep (back to back units) WatchFire electronic LED message board, 16mm and Full color graphics, 54x126 pixel matrix. Includes Ignite Software (PC Only) and web based training. Wireless communication. • (1) 22" x99" x 22" (above grade) brick base with metal cap. • (1) Custom fabricated, aluminum pole cover. All the above to be mounted to (1) 6" x 4" x 15' long steel support pole.	\$47,000.00	\$47,000.00
2.	1	Permits/Admin Fees	\$500.00	\$500.00
3.	1	Engineered Drawings.	\$300.00	\$300.00
			Subtotal	\$47,800.00
			* Tax Exempt B-38-6007433 Sales Tax	\$0.00
			Estimated Crating & Shipping	\$426.00
			Estimated Installation	\$4,500.00
			Quote Total	\$52,726.00
			Deposit Required	\$26,363.00
<p>Conditions: 50% Deposit; Balance Net 30 days. Visa and MasterCard accepted. If you have any further questions or concerns, do not hesitate to contact me at the above number. Thank you for giving ASI Sign Systems the opportunity to fulfill your signing needs.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Unless otherwise noted, the following will apply:</p> <ul style="list-style-type: none"> • ASI Sign Systems has a minimum order of \$100.00 • Excludes sales tax (if applicable), unless included above. • Excludes bid, payment and performance bond. • Excludes shipping/handling/crating charges. These costs are prepaid and actual charges will be invoiced. • Quote is based upon quantities and descriptions as stated and not necessarily on any plans or specifications that exist. • Quote is based upon ASI standard colors, tpestyles, imprints and manufacture. • Customer is to provide acceptable half size camera ready art. If submitted artwork is not half size, or requires touch-up, additional costs will be incurred and a revised quotation submitted. 				



Quotation

Bill To:

LEC
1501 S Huron Rd
Ypsilanti, MI 48197

Contact:

Mike Radzik

Job:

9148

Date:

December 16, 2014

Project Description:

New monument sign w/ EMC

Consultant:

Kevin Short VP Sales

x.

Following is our quotation to fabricate and install one (1) internally lit double sided routed aluminum sign cabinet 2'-10" x 8' on a masonry base, aluminum shrouds and with an electronic message center (EMC) 3'-5" x 7'-3" full color 16mm display per final drawing.

One (1) sign cabinet, shroud and steel pole	\$3,639.00
Masonry and base	2,840.00
EMC	25,390.00
Engineered sealed drawings and permits	500.00
Labor to install	<u>2,685.00</u>
Total	\$35,054.00

Approval: x _____

Date: _____

Terms & Conditions:

1. Prices are valid for thirty days
2. Permits, State sales tax and city approval costs are included in the above pricing
3. Installation price assumes primary electrical service will be provided at the sign location
4. Installation price assumes normal soil conditions and using power equipment. Additional costs may be incurred if problems occur during excavation. (i.e. poor soil conditions, buried objects and the need to hand dig)
5. Huron Sign Company assumes no responsibility for damage to unmarked sprinkler lines and under ground parking lot lighting systems and or any buried power lines.
6. Due to the custom nature of the job a 50% deposit will be required and 50% on completion.
7. Price includes a One Year Warranty from the time of installation. A Five Year Warranty on parts. Warranty does not cover pre-existing conditions, damage due to fire, weather, traffic accidents vandalism or exposed to excessive sprinkler use.

663 S. Mansfield Street, Ypsilanti, MI 48197
Phone 734-483-2000 800-783-0100 Fax 734-483-5164
www.huronsign.com



SIGNS LIGHTING GRAPHICS

31550 Gossett Drive
Rockwood, MI 48173

P 734.379.4000
info@TownsendSign.com
www.TownsendSign.com
F 734.379.0029

Quote

Date: 12/16/2014
Valid Till: 03/16/2015
Quote Number : 1161773000000199045

To: Mike Radzik
Charter Township of Ypsilanti

From: Jonathan Townsend
Townsend Sign

Reference: Ypsilanti Township Sign Bid (POLICE) DAK

Item	Product Details	Qty	List Price	Tax	Total
1.	Daktronics Galaxy Full Color LED Message Center Double Face Identification Sign: 2'-10"H x 8'-0"W internally illuminated LED sign with routed push-through letters per bid specifications. ELECTRONIC MESSAGE CENTER: a. Double face full color Daktronics Galaxy LED display cabinet measuring 3'-3"H x 7'-6"W (Active Area 2'-7"H x 6'-11"W) with a 48x128 16mm pixel matrix. The display is capable showing static & animated text along with some graphics, logos, animations and video clips in full color. b. 6,144 Pixels c. Display communication via TCP/IP Ethernet radio with remote control capabilities. d. Venus 1500 software package (Windows XP and up) is included with two full on-site operator training sessions (by Townsend Sign) and lifetime technical support by Townsend Sign and Daktronics. e. Five year Daktronics Gold parts warranty and five year labor warranty are also included. POLE COVER: 1/8" Painted aluminum pole cover with taper per bid specs.	1	\$29,454.00	\$0.00	\$29,454.00
2.	Masonry Base Install masonry base with brick to match building facade with direct bury steel poles and aluminum top per bid specs.	1	\$2,400.00	\$0.00	\$2,400.00
3.	Installation	1	\$1,700.00	\$0.00	\$1,700.00
4.	Engineered Drawings	1	\$250.00	\$0.00	\$250.00
				Sub Total	\$33,804.00
				Grand Total	\$33,804.00

**PERMIT COST IS ADDITIONAL
**POWER PROVIDED BY OWNER

Terms and Conditions

Payment Terms: 50% Deposit – Balance due upon completion



Secondary Service Agreement for
Commercial or Industrial Customers
No. 38007016/0

"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

"DTE Energy" is:
The DTE Energy Company
8001 Haggerty Rd
Belleville, MI 48111

"Customer" is:
Eastern Michigan University
Bob Higley
403 E. Grand River
Brighton, MI 48116

Background Statement: Customer requests DTE Energy install a 120/208 volt ac, single phase secondary electric service at 10049 Textile, Michigan in Ypsilanti Township, for a Commercial feeder for EMU boathouse (SIC Code Nonclassifiable establishments 9999) business. To do this, DTE Energy must install underground cables as shown on Attachment A, DTE Energy electrical layout No. 38007016 dated 02/28/2014 (which is part of this Agreement). Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before constructing the underground secondary service.

DTE Energy and Customer agree to the following terms:

Payment Breakdown - There are standard costs involved each time an underground service is installed. DTE Energy calculates the standard costs.

A. Costs

- | | |
|-----------------------------|----------|
| 1. 46 Trench Feet x \$10.00 | \$460.00 |
| 2. Total Costs | \$460.00 |

Total Payment Due **\$460.00**

DTE Energy:(sign) _____ Title: Supervisor _____ Date: _____
Lorne Cook

Customer:(sign) *Drew D. Stumbo* Title: *Supervisor* Date: *12-17-14*
(print) *[Signature]* *Clark* *12-17-14*

8001 Haggerty Rd
Belleville, MI 48111



Wednesday, September 17, 2014

Eastern Michigan University
Bob Higley
403 E. Grand River
Brighton, MI 48116

Certificate of Grade

W.O. 38007016

Subject: Commercial feeder for EMU boathouse

I/We, the undersigned, hereby certify to the DTE Energy Company that all grading in utility easements and/or the routes of the underground facilities for the above subject development have been completed within four (4) inches of the final grade.

I/We, further agree that a stake will be placed at the location for each piece of above grade equipment, indicating the final grade to be achieved. A copy of the DTE Energy underground construction Drawing No. 38007016 for this development is in our possession and will be used for this purpose.

Approval:

Brad Barnard

Name and Date (Print)

Signature and Date

Digitally signed by Brad Barnard
DN: cn=Brad Barnard, o=Contracting Resources, ou=
Brad Barnard Contracting Resources, c=US
Date: 2014.11.06 11:45:51 -0500

11/6/14

Karen Lovejoy Pse 12-17-14
Brenda L. Stumba 12-17-14

Name and Date (Print)

Signature and Date

*Karen Lovejoy, Clerk
Brenda L. Stumba, Supervisor*

Contracting Resources Superintendent

Title and Company (Print)

Upsilanti Township

Title and Company (Print)



**Line Extension Agreement for
Commercial or Industrial Customers
No. 1448300210**

"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

"DTE Energy" is:
The DTE Energy Company
8001 Haggerty Rd
Belleville, MI 48111

"Customer" is:
Eastern Michigan University
Bob Higley
403 E. Grand River
Brighton, MI 48116

Background Statement: Customer requests DTE Energy to install a 120/208 volt ac, single phase electric service at 10049 Textile, Michigan in Ypsilanti Township, for a Commercial feeder for EMU boathouse (SIC Code Nonclassifiable establishments 9999) business. To do this, DTE Energy must construct a "Line Extension" shown on Attachment A, DTE Energy electrical layout No. 38007016 dated 02/28/2014 (which is part of this Agreement). Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before constructing the Line Extension.

DTE Energy and Customer agree to the following terms:

See details of this contract under the Terms and Conditions section

Payment Breakdown - There are standard (fixed and variable) costs involved each time construction of a System is planned. DTE Energy calculates standard costs, which are divided into two categories: A) Non-Refundable Costs and B) Refundable Construction Advance. If required, additional costs for upgrading the system to accommodate the new load of the customer are included as: C) System Work.

A. Non-Refundable Costs

1. 148 trench feet x \$4.30	\$	636.40	
2. 50 transformer kVA x \$7.50	\$	375.00	
3. Acquiring Permits/Rights-of-Way	\$	17.00	
4. Underground vs. Overhead Costs for Perimeter/Offsite Extensions	\$	0.00	
5. Winter Construction Costs 0 feet x \$1.00	\$	0.00	
6. Unusual Construction Costs	\$	0.00	
7. Total Non-Refundable Costs			\$ 1,028.40

B. Refundable Construction Advance

1. Estimated Cost of Construction	\$	12,263.49	
2. Non-Refundable Contribution	\$	(1,011.40)	
3. Standard Allowance (2 year Distribution Tariff Credit) Version 5 <small>(Note: See Attachment C If this project involves more than one customer to be immediately served upon completion of this extension.)</small>	\$	(3,542.45)	
4. Total Refundable Construction Advance			\$ 7,709.64

C. System Work

1. System Modification	\$	0.00	
2. Remaining Standard Allowance	\$	0.00	
3. Total System Work			\$ 0.00

Total Payment Due \$ 8,738.04

DTE Energy:(sign) _____ Title: Supervisor Date: 9-17-2014
Lorne Cook

Customer:(sign) Brenda L Stumbo (print) Brenda L Stumbo Date: 12-17-14
(sign) Karen Lovejoy Roe (print) Karen Lovejoy Roe Date: 12-17-14

Terms and Conditions
Line Extension Agreement for Commercial or Industrial Customers

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service", Rule C6.2, "Overhead Extension Policy", Rule C6.3, "Underground Distribution Systems" and if applicable C6.4 "Underground Service Connections" which are incorporated herein by reference.
2. **Underground Installation** - DTE Energy or one of its contractors shall install the underground electric service and, if applicable, the meter and transformer, referred to herein, collectively, as (the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, and telephone or internet service. Customer shall contact those companies responsible for installation of services other than electrical service.
3. **Customer Obligations** - Customer agrees to provide the following on Customer's property:
 - a. all necessary trenching, backfilling, conduits, and manholes, and
 - b. suitable space and necessary foundations for pad-mounted transformers, primary switching equipment and all other above-grade equipment. If a Certificate of Grade is required, then Customer shall not make any changes in the ground surface elevation of more than the limits prescribed in the Certificate of Grade unless DTE Energy has consented in writing.
4. **Customer Staking Requirements**
 - a. Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:

<ol style="list-style-type: none">a. private electrical linesb. sprinkler systemsc. invisible fencesd. swimming pool hardwaree. septic tanks and fieldsf. fiber optic linesg. security systemsh. heated sidewalk and driveway equipment	<ol style="list-style-type: none">i. burial sites of petsj. geothermal systemsk. private water mains and linesl. solar power equipmentm. privately owned gasn. propane and petroleum lineso. any other underground equipment not previously listed.
--	---
 - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 4(a) above.
 - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
5. **Damage to the Work** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to damage to the installation, operation or maintenance of the Work.
6. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement. Total Payment consists of:
 - a. **Standard Allowance** - The Standard Allowance amount is calculated as follows: two (2) times the estimated annual revenue anticipated to be collected from Customer. This credit is based on a distribution tariff revenue. This is a standard amount that DTE Energy agrees to contribute to the servicing of a customer. This amount is seen as a credit and deducted from the "Estimated Cost of Construction" total as calculated on page 1 of this Agreement.
 - b. **Non-Refundable Costs** - The Customer agrees to contribute a portion of the cost needed to construct the Work. This amount is included in the "Estimated Cost of Construction" total and is calculated on page 1 of this Agreement. The "Non-Refundable Contribution" is calculated separately (in Payment Breakdown) on page 1 of this Agreement and then deducted from the "Refundable Construction Advance".
 - c. **Refundable Construction Advance** - The Customer pays an upfront portion of the cost to construct the Work, a portion of which may be refundable. (Refer to Refunds section.)
7. **Refunds** - At the end of the first complete twelve (12) month period immediately following the date of completion of the Work, DTE Energy will compute the actual revenue provided during the previous twelve (12) months. If the actual annual revenue multiplied by two (2) exceeds DTE Energy's estimated annual revenue, this amount will be refunded to the original Customer. Refunds will also be paid for additional new customers directly connected to the financed Work during the refund period and calculated as follows: the amount of any such Refund shall be equal to two (2) times the actual annual revenue or \$500.00 (whichever is greater) for each customer who is subsequently connected directly to the Work financed by the original Customer. Directly connected commercial and industrial customers are those who do not require payment of a Refundable Construction Advance. The total Refund shall not exceed the total Refundable Construction Advance. DTE Energy will retain any portion of the Refundable Construction Advance that has not been refunded within five (5) years after completion of the Work.

6. **Easements** - Customer shall provide DTE Energy with a ten (10) foot wide, or wider if required by field conditions, easement for the Work.
9. **Right-of-Way** - Before DTE Energy constructs the Work, Customer shall provide DTE Energy, at no cost to DTE Energy, all right-of-way and line clearance permits required for the Work. DTE Energy will assist Customer in this process by giving Customer the appropriate land owner's names, the right-of-way forms for signatures and a sketch of the proposed Work route. If customer cannot obtain the right-of-way, DTE Energy will determine an alternate route, which may result in additional costs to Customer. If an alternate route is required, this agreement shall be cancelled and DTE Energy and Customer may enter into a new Agreement. Any amounts already paid under this Agreement shall be applied to the new Agreement or refunded, less all reasonable costs incurred by DTE Energy, if a new Agreement is not executed.
10. **Termination prior to Commencement of Work** - If the Customer fails to complete any obligations under this Agreement within twelve (12) months from the date DTE Energy executes this Agreement, then upon ten (10) days written notice, DTE Energy may cancel this Agreement and a refund may be issued, to the Customer, less all reasonable costs incurred by DTE Energy.
11. **Failure to Execute Agreement; Changes to Agreement** - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement then this Agreement shall become null and void.
12. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage. DTE Energy reserves the right to retain portions of the Refundable Construction Advance to offset such damages.
DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.
13. **Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
14. **Construction Postponement** - Scheduling of construction shall be done on a mutually agreeable basis to DTE Energy and the Customer. However, if DTE Energy believes that all of the customers on which the Standard Allowance is based, will not be prepared to receive electric service on the expected construction completion date, then DTE Energy may notify Customer in writing of the postponement of the construction start date and delay when electric service will be available to Customer. DTE Energy will begin to construct the Work when all of the customers of the project are prepared to receive electric service on the anticipated date of completion of the Work construction.
15. **Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
16. **Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
17. **Governing Law and Jurisdiction** - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.
18. **Entire Agreement** - This Agreement together with the Electrical Service Installation Guide, the DTE Energy Rate Book on file with the MPSC ("Rate Book") which is available at:

www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html

and the Commercial and Industrial Customers Requirements, referred to herein, collectively, as (the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

STATEMENT AND CHECKS

Accounts Payable Checks -	\$950,654.41 (Jan. 20 th Board Mtg)
Hand Checks -	\$567,515.31 (Dec. 2014 Regular Hand Checks)
	\$390,547.21 (2014 Year End Check Run)
	\$ 34,106.19 (Jan. 2015 Regular Hand Checks)
 Grand Total	 \$1,942,823.12

Choice Health Care Deductible ACH EFT December \$36,151.10

Choice Health Care Admin Fee Nov and Dec \$2,340.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
12/09/2014	AP	167151	0363	COMCAST CABLE	232.85
12/09/2014	AP	167152	0363	COMCAST CABLE	176.85
12/09/2014	AP	167153	0363	COMCAST CABLE	206.85
12/09/2014	AP	167154	0363	COMCAST CABLE	101.98
12/09/2014	AP	167155	0363	COMCAST CABLE	87.85
12/09/2014	AP	167156	VSP	VISION SERVICE PLAN	2,365.20
12/09/2014	AP	167157	VSP	VISION SERVICE PLAN	2,391.12
12/09/2014	AP	167158	0480	YPSILANTI COMMUNITY	1,588.68
12/10/2014	AP	167159	3988	HURON SIGNS	1,760.00
12/11/2014	AP	167160	6821	AT & T	2,155.58
12/11/2014	AP	167161	0363	COMCAST CABLE	97.85
12/11/2014	AP	167162	0363	COMCAST CABLE	97.85
12/11/2014	AP	167163	0363	COMCAST CABLE	203.85
12/11/2014	AP	167164	0118	DTE ENERGY	256.71
12/11/2014	AP	167165	1475	VERIZON WIRELESS	1,625.96
12/11/2014	AP	167166	1475	VERIZON WIRELESS	1,216.84
12/11/2014	AP	167167	15437	DTE ENERGY COMPANY	183,099.77
12/16/2014	AP	167168	0158	MARK HAMILTON	1,500.00
12/17/2014	AP	167169	4709	ALLEGRA PRINTING AND IMAGING	6,189.05 V
12/17/2014	AP	167170	0363	COMCAST CABLE	100.96 V
12/17/2014	AP	167171	0363	COMCAST CABLE	111.48 V
12/17/2014	AP	167172	0363	COMCAST CABLE	268.91 V
12/17/2014	AP	167173	15934	WASTE MANAGEMENT	107.94 V
12/17/2014	AP	167174	15934	WASTE MANAGEMENT	1,261.93 V
12/17/2014	AP	167175	15934	WASTE MANAGEMENT	28,012.02 V
12/17/2014	AP	167176	15934	WASTE MANAGEMENT	29,227.39 V
12/17/2014	AP	167177	15934	WASTE MANAGEMENT	99,259.89 V
12/17/2014	AP	167178	15934	WASTE MANAGEMENT	229.95 V
12/17/2014	AP	167179	15934	WASTE MANAGEMENT	799.27 V
12/17/2014	AP	167180	15934	WASTE MANAGEMENT	3,734.29 V
12/17/2014	AP	167181	0480	YPSILANTI COMMUNITY	453.69 V
12/17/2014	AP	167182	4709	ALLEGRA PRINTING AND IMAGING	6,189.05
12/17/2014	AP	167183	0363	COMCAST CABLE	100.96
12/17/2014	AP	167184	0363	COMCAST CABLE	111.48
12/17/2014	AP	167185	0363	COMCAST CABLE	268.91
12/17/2014	AP	167186	15934	WASTE MANAGEMENT	107.94
12/17/2014	AP	167187	15934	WASTE MANAGEMENT	1,261.93
12/17/2014	AP	167188	15934	WASTE MANAGEMENT	28,012.02
12/17/2014	AP	167189	15934	WASTE MANAGEMENT	29,227.39
12/17/2014	AP	167190	15934	WASTE MANAGEMENT	99,259.89
12/17/2014	AP	167191	15934	WASTE MANAGEMENT	229.95
12/17/2014	AP	167192	15934	WASTE MANAGEMENT	799.27
12/17/2014	AP	167193	15934	WASTE MANAGEMENT	3,734.29
12/17/2014	AP	167194	0480	YPSILANTI COMMUNITY	453.69
12/17/2014	AP	167195	3988	HURON SIGNS	17,527.00
12/18/2014	AP	167196	0071	BRENDA STUMBO	264.32
12/18/2014	AP	167197	0363	COMCAST CABLE	147.35
12/18/2014	AP	167198	NU CAST	NU CAST STEP & SUPPLY	236.00
12/18/2014	AP	167199	16486	PAETEC	493.08
12/18/2014	AP	167200	11025	TAMMIE KEEN	105.90
12/19/2014	AP	167201	5049	BLUE CROSS BLUE SHIELD OF MI	131,704.61
12/19/2014	AP	167202	BCBS	BLUE CROSS BLUE SHIELD OF MI	34,355.93
12/19/2014	AP	167203	2002	DELTA DENTAL PLAN OF MICHIGAN	13,258.56
12/19/2014	AP	167204	5925	PINEVIEW CHURCH - APOSTOLIC FAITH	500.00

AP TOTALS:

Total of 54 Checks:	737,272.08
Less 13 Void Checks:	169,756.77
Total of 41 Disbursements:	567,515.31

User: mha:cris

CHECK NUMBERS 167205 - 167293

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
<i>YEAR END RUN</i>					
Bank AP AP					
12/22/2014	AP	167205	2937	A & R TOTAL CONSTRUCTION, INC.	3,848.93
12/22/2014	AP	167206	6858	ABBEEY DOOR	240.00
12/22/2014	AP	167207	15493	ADAM KURTINAITIS	1,820.00
12/22/2014	AP	167208	0397	ALLIE BROTHERS, INC.	2,444.87
12/22/2014	AP	167209	0017	ANN ARBOR CLEANING SUPPLY	62.86
12/22/2014	AP	167210	6748	ANN ARBOR NEWS	60.72
12/22/2014	AP	167211	1990	ANNETTE GONTARSKI	92.47
12/22/2014	AP	167212	1014	ARGUS HAZCO	346.00
12/22/2014	AP	167213	0215	AUTO VALUE YPSILANTI	125.44
12/22/2014	AP	167214	0698	BARRETT PAVING MATERIALS INC.	146,635.55
12/22/2014	AP	167215	6959	BUTZEL LONG	735.00
12/22/2014	AP	167216	16315	CAMTRONICS COMMUNICATIONS CO.	451.69
12/22/2014	AP	167217	16356	CANNONSBURG WOOD PRODUCTS	9,240.00
12/22/2014	AP	167218	11151	CATHY MULLINS	100.00
12/22/2014	AP	167219	4477	CDW-G	1,187.80
12/22/2014	AP	167220	2276	CINCINNATI TIME SYSTEMS	749.30
12/22/2014	AP	167221	0582	CONGDON'S	185.30
12/22/2014	AP	167222	6375	COSTUME GALLERY	628.00
12/22/2014	AP	167223	DAWN FARM	DAWN FARM	778.15
12/22/2014	AP	167224	4865	DC HYDRAULICS INC.	2,187.00
12/22/2014	AP	167225	16212	DELL MARKETING L.P.	2,474.78
12/22/2014	AP	167226	DMC	DMC TECHNOLOGY GROUP	52.50
12/22/2014	AP	167227	0145	DOUGLASS SAFETY SYSTEMS	171.65
12/22/2014	AP	167228	0119	DTE ENERGY**	74,152.76
12/22/2014	AP	167229	6539	EBCO COMPANY	2,701.80
12/22/2014	AP	167230	12826	ERIC LIONQUIST	54.00
12/22/2014	AP	167231	2837	GAME TIME	1,000.00
12/22/2014	AP	167232	GFI	GFI USA, INC	1,957.50
12/22/2014	AP	167233	1233	GORDON FOOD SERVICE INC.	156.00
12/22/2014	AP	167234	0107	GRAINGER	1,022.02
12/22/2014	AP	167235	6414	GRIFFIN PEST SOLUTIONS	90.00
12/22/2014	AP	167236	6377	HEIKK'S CUSTOM EMBROIDERY	232.50
12/22/2014	AP	167237	0503	HOME DEPOT	496.28
12/22/2014	AP	167238	6147	HP DIRECT	12,264.73
12/22/2014	AP	167239	3988	HURON SIGNS	2,198.00
12/22/2014	AP	167240	15167	HURON VALLEY CABLING	654.80
12/22/2014	AP	167241	J. ZOLA	JOHN ZOLA	400.00
12/22/2014	AP	167242	L. PICKEL	LARRY PICKEL	765.00
12/22/2014	AP	167243	6550	LOOKING GOOD LAWNS	222.00
12/22/2014	AP	167244	11330	LSL PLANNING INC	1,150.12
12/22/2014	AP	167245	6185	LUBRICATION ENGINEERS	1,398.10
12/22/2014	AP	167246	4720	MAPS BY WAGNER	700.00
12/22/2014	AP	167247	0244	MARGOLIS COMPANIES, INC.	4,788.00
12/22/2014	AP	167248	M. WEAKS	MARION WEAKS	100.00
12/22/2014	AP	167249	16165	MICHIGAN ABILITY PARTNERS	818.40
12/22/2014	AP	167250	1485	MICHIGAN CAT	758.67
12/22/2014	AP	167251	16461	MICHIGAN LINEN SERVICE, INC.	1,006.12
12/22/2014	AP	167252	0272	MICHIGAN MUNICIPAL LEAGUE	101.60
12/22/2014	AP	167253	2986	NAPA AUTO PARTS*	18.43
12/22/2014	AP	167254	NEOPOST	NEOPOST	641.52
12/22/2014	AP	167255	1937	OFFICE DEPOT	220.92
12/22/2014	AP	167256	2997	OFFICE EXPRESS	1,311.20
12/22/2014	AP	167257	OST	ON SCENE TAGS	193.00
12/22/2014	AP	167258	0309	ORCHARD, HILTZ & MCCLIMENT INC	4,085.25
12/22/2014	AP	167259	P. POWER	PETER POWER	2,135.00
12/22/2014	AP	167260	2966	PITNEY BOWES	1,482.39
12/22/2014	AP	167261	PREFERRED	PREFERRED TONER SOLUTIONS	579.80
12/22/2014	AP	167262	PASI	PROFESSIONAL ASBESTOS SERVICES INC.	1,250.00
12/22/2014	AP	167263	0928	PROFESSIONAL TREE SERVICE	4,325.00
12/22/2014	AP	167264	6045	Q.P.S PRINTING	4,375.11
12/22/2014	AP	167265	6308	RKA PETROLEUM	3,336.22
12/22/2014	AP	167266	4313	RON WHITTENBERG	100.66
12/22/2014	AP	167267	2990	SOUTHEASTERN EQUIPMENT CO.	208.15
12/22/2014	AP	167268	15751	SOUTHERN COMPUTER WAREHOUSE	1,011.54
12/22/2014	AP	167269	0399	SPEARS FIRE & SAFETY SERVICE	370.00
12/22/2014	AP	167270	6263	STANDARD INSURANCE COMPANY	2,940.99
12/22/2014	AP	167271	3001	START SMART SPORTS DEV.	864.00
12/22/2014	AP	167272	6938	STATE OF MICHIGAN	230.00
12/22/2014	AP	167273	1814	STEVEN WALLGREN	701.50
12/22/2014	AP	167274	TETRA TECH	TETRA TECH, INC	2,640.00
12/22/2014	AP	167275	6824	THD AT- HOME SERVICES	48.00
12/22/2014	AP	167276	T. FOOTE	THERESE ANN FOOTE	367.50
12/22/2014	AP	167277	TMP	TIFFIN METAL PRODUCTS	34,099.48
12/22/2014	AP	167278	15941	TODD BARBER	675.00
12/22/2014	AP	167279	6633	VERMONT SYSTEMS, INC	5,815.09
12/22/2014	AP	167280	0103	VICTOR CHEVRETTE	84.00
12/22/2014	AP	167281	6627	VICTORY LANE	42.94
12/22/2014	AP	167282	16302	W.J. O'NEIL COMPANY	404.50

V

User: mharris

CHECK NUMBERS 167205 - 167293

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
12/22/2014	AP	167283	0163	WASHTENAW COUNTY ROAD COMMISSION	24,773.99
12/22/2014	AP	167284	15249	WASHTENAW COUNTY SHERIFF'S OFFICE	10.00
12/22/2014	AP	167285	0444	WASHTENAW COUNTY TREASURER#	850.36
12/22/2014	AP	167286	0444	WASHTENAW COUNTY TREASURER#	135.85
12/22/2014	AP	167287	WASHTENAW	WASHTENAW URGENT CARE	50.00
12/22/2014	AP	167288	6149	WEISSMAN'S	1,660.63
12/22/2014	AP	167289	15421	WEX BANK	1,749.66
12/22/2014	AP	167290	1627	WINGFOOT COMMERCIAL TIRE	1,632.67
12/22/2014	AP	167291	7054	YCUA	1,031.33
12/22/2014	AP	167292	0480	YPSILANTI COMMUNITY	4,501.86
12/22/2014	AP	167293	6417	YPSILANTI TOWNSHIP PETTY CASH	162.37

AP TOTALS:

Total of 89 Checks:	394,922.32
Less 1 Void Checks:	4,375.11
Total of 88 Disbursements:	390,547.21

Check Date	Bank	Check	Vendor	Vendor Name	Amount
<i>Hand Checks</i>					
Bank AP AP					
01/05/2015	AP	167298	A.WILSON	ALLEN WILSON	14.00
01/05/2015	AP	167299	B. THUEME	BENJAMIN THUEME	35.50
01/05/2015	AP	167300	C. HEINTZE	CARLI HEINTZEL	14.00
01/05/2015	AP	167301	C. LAWSON	CYNTHIA LAWSON	35.50
01/05/2015	AP	167302	D. SLAVEN	DEBORAH SLAVEN	14.00
01/05/2015	AP	167303	D. TYLER	DEBRHA TYLER	35.50
01/05/2015	AP	167304	E. MCNAUGH	EARL MCNAUGHTON	35.50
01/05/2015	AP	167305	12970	GEORGIA CARVER	14.00
01/05/2015	AP	167306	H. BILLION	HAN BILLIONTON	35.50
01/05/2015	AP	167307	H. SALTER	HEIDI SALTER	35.50
01/05/2015	AP	167308	J. SCHOOLE	JACOB SCHOOLEY	35.50
01/05/2015	AP	167309	J. MINER	JENNIFER MINER	35.50
01/05/2015	AP	167310	K. JOINER	KIYONA JOINER	14.00
01/05/2015	AP	167311	M. HESSNAU	MARTIN HESSENAUR	35.50
01/05/2015	AP	167312	M. QUAO	MARY-JOYCE QUAO-TENDEKU	14.00
01/05/2015	AP	167313	M. STOVALL	MAURICE STOVALL	14.00
01/05/2015	AP	167314	M. MOSLEY	MICHAEL MOSLEY	35.50
01/05/2015	AP	167315	P. BUTLER	PAULA BUTLER	14.00
01/05/2015	AP	167316	R. CLARK	RICHARD CLARK	14.00
01/05/2015	AP	167317	R. EMERY	ROBERT EMERY	14.00
01/05/2015	AP	167318	R. TAYLOR	ROBERT TAYLOR	35.50
01/05/2015	AP	167319	S.SMITH	SUZANNE SMITH	35.50
01/05/2015	AP	167320	T. PADGETT	TERESA PADGETT	14.00
01/05/2015	AP	167321	T. WRAY	THOMAS WRAY	14.00
01/05/2015	AP	167322	W. ROOT	WALTER ROOT	35.50
01/05/2015	AP	167323	W. EDWARDS	WILEY EDWARDS	14.00
01/05/2015	AP	167324	W. FARR	WILLIAM FARR	35.50
01/05/2015	AP	167325	4709	ALLEGRA PRINTING AND IMAGING	5,935.81
01/05/2015	AP	167326	0158	MARK HAMILTON	1,500.00
01/05/2015	AP	167327	4951	MICHAEL SARANEN	6,472.16
01/06/2015	AP	167328	16509	CLEAR RATE COMMUNICATIONS, INC	1,087.15
01/06/2015	AP	167329	COMCAST B	COMCAST BUSINESS	825.00
01/06/2015	AP	167330	0363	COMCAST CABLE	87.85
01/06/2015	AP	167331	0363	COMCAST CABLE	214.90
01/06/2015	AP	167332	0363	COMCAST CABLE	237.85
01/06/2015	AP	167333	D. ROGERS	DEAN ROGERS	424.00
01/08/2015	AP	167334	0363	COMCAST CABLE	102.85
01/08/2015	AP	167335	0363	COMCAST CABLE	102.85
01/08/2015	AP	167336	0363	COMCAST CABLE	102.35
01/08/2015	AP	167337	0426	GUARDIAN ALARM	15,500.00
01/08/2015	AP	167338	15934	WASTE MANAGEMENT	166.18
01/08/2015	AP	167339	0480	YPSILANTI COMMUNITY	668.24

AP TOTALS:

Total of 42 Checks:	34,106.19
Less 0 Void Checks:	0.00
Total of 42 Disbursements:	<u>34,106.19</u>

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
01/20/2015	AP	167340	2937	A & R TOTAL CONSTRUCTION, INC.	83.11
01/20/2015	AP	167341	0001	A.F. SMITH ELECTRIC	1,643.28
01/20/2015	AP	167342	15493	ADAM KURTINAITIS	280.00
01/20/2015	AP	167343	0560	ALLGRAPHICS CORPORATION	180.00
01/20/2015	AP	167344	0397	ALLIE BROTHERS, INC.	60.00
01/20/2015	AP	167345	6981	ALLIED SUBSTANCE ABUSE	38.00
01/20/2015	AP	167346	15184	AMERIGAS - YPSILANTI	355.13
01/20/2015	AP	167347	A. WMS	ANGELA WILLIAMS	100.00
01/20/2015	AP	167348	0017	ANN ARBOR CLEANING SUPPLY	625.00
01/20/2015	AP	167349	0022	ANN ARBOR WELDING SUPPLY CO	192.60
01/20/2015	AP	167350	0215	AUTO VALUE YPSILANTI	42.87
01/20/2015	AP	167351	6397	BARR ENGINEERING COMPANY	346.32
01/20/2015	AP	167352	0007	BECKETT & RAEDER	100.00
01/20/2015	AP	167353	0898	BS & A SOFTWARE	390.00
01/20/2015	AP	167354	0354	BSN SPORTS	59.99
01/20/2015	AP	167355	0102	COLMAN-WOLF SANITARY SUPPLY CO	139.80
01/20/2015	AP	167356	1312	COMPLETE BATTERY SOURCE	82.01
01/20/2015	AP	167357	4631	CRAIN'S DETROIT BUSINESS	89.00
01/20/2015	AP	167358	0588	CUMMINS BRIDGEWAY, LLC	2,329.18
01/20/2015	AP	167359	16212	DELL MARKETING L.P.	25,565.90
01/20/2015	AP	167360	DRC	DISPUTE RESOLUTION CENTER	2,500.00
01/20/2015	AP	167361	2913	EMERGENCY VEHICLE SERVICES	2,859.23
01/20/2015	AP	167362	2898	EMERENT HEALTH PARTNERS	5,712.36
01/20/2015	AP	167363	15796	FIRST DUE FIRE SUPPLY	953.40
01/20/2015	AP	167364	6161	GOVERNMENTAL CONSULTANT	2,850.00
01/20/2015	AP	167365	0426	GUARDIAN ALARM	570.19
01/20/2015	AP	167366	8410	HERTZ EQUIPMENT RENTAL CORP.	272.50
01/20/2015	AP	167367	0503	HOME DEPOT	26.98
01/20/2015	AP	167368	6147	HP DIRECT	4,849.86
01/20/2015	AP	167369	15167	HURON VALLEY CABLING	1,891.92
01/20/2015	AP	167370	IPT	IPT BY BIDNET	1,809.03
01/20/2015	AP	167371	J. BLAIR	JUSTIN BLAIR	373.00
01/20/2015	AP	167372	J. BLAIR	JUSTIN BLAIR	373.00
01/20/2015	AP	167373	KCI	KCI	468.19
01/20/2015	AP	167374	KEARNS	KEARNS BROTHERS INC	2,945.00
01/20/2015	AP	167375	6467	LOWE'S	8.40
01/20/2015	AP	167376	0158	MARK HAMILTON	1,500.00
01/20/2015	AP	167377	0253	MCLAIN AND WINTERS	98,266.77
01/20/2015	AP	167378	16165	MICHIGAN ABILITY PARTNERS	322.40
01/20/2015	AP	167379	16461	MICHIGAN LINEN SERVICE, INC.	884.68
01/20/2015	AP	167380	6315	MIKE RADZIK	624.05
01/20/2015	AP	167381	16407	MLIVE MEDIA GROUP	2,143.75
01/20/2015	AP	167382	2997	OFFICE EXPRESS	1,119.80
01/20/2015	AP	167383	6198	PADNOS-LEITELT, INC.	1,980.00
01/20/2015	AP	167384	0501	PARK ATHLETIC SUPPLY	939.85
01/20/2015	AP	167385	0913	PARKWAY SERVICES, INC.	120.00
01/20/2015	AP	167386	P. POWER	PETER POWER	350.00
01/20/2015	AP	167387	6203	PITTSFIELD CHARTER TOWNSHIP	5,600.00
01/20/2015	AP	167388	6045	Q.P.S PRINTING	2,372.55
01/20/2015	AP	167389	15386	RICOH USA, INC.	1,289.10
01/20/2015	AP	167390	6314	RONALD FULTON	847.84
01/20/2015	AP	167391	11274	SENSAPHONE	1,845.38
01/20/2015	AP	167392	SHOW PROMO	SHOW PROMOTIONS, LLC	970.00
01/20/2015	AP	167393	15751	SOUTHERN COMPUTER WAREHOUSE	754.70
01/20/2015	AP	167394	STANTEC	STANTEC	3,911.75
01/20/2015	AP	167395	6384	STAPLES* - ACCOUNT #1026071	939.25
01/20/2015	AP	167396	0632	STERICYCLE INC	158.00
01/20/2015	AP	167397	16295	STERN BROTHERS & CO	712.50
01/20/2015	AP	167398	TMP	TIFFIN METAL PRODUCTS	29,582.52
01/20/2015	AP	167399	15941	TODD BARBER	525.00
01/20/2015	AP	167400	15175	ULLIANCE	911.55
01/20/2015	AP	167401	3082	UNIVERSITY TRANSLATORS	622.24
01/20/2015	AP	167402	V. WMS	VANNESSA WILLIAMS	60.00
01/20/2015	AP	167403	6627	VICTORY LANE	165.39
01/20/2015	AP	167404	0163	WASHTENAW COUNTY ROAD COMMISSION	201,538.49
01/20/2015	AP	167405	0163	WASHTENAW COUNTY ROAD COMMISSION	22,470.25
01/20/2015	AP	167406	0444	WASHTENAW COUNTY TREASURER#	452,541.25
01/20/2015	AP	167407	0444	WASHTENAW COUNTY TREASURER#	49,400.00
01/20/2015	AP	167408	15421	WEX BANK	1,254.02
01/20/2015	AP	167409	1627	WINGFOOT COMMERCIAL TIRE	1,843.42
01/20/2015	AP	167410	4263	WOLVERINE FREIGHTLINER	237.04
01/20/2015	AP	167411	0480	YPSILANTI COMMUNITY	35.00
01/20/2015	AP	167412	6417	YPSILANTI TOWNSHIP PETTY CASH	263.67
01/20/2015	AP	167413	0729	ZEP MANUFACTURING COMPANY	386.95

AP TOTALS:

Total of 74 Checks:
 Less 0 Void Checks:

950,654.41
 0.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
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Total of 74 Disbursements:

950,654.41

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
DECEMBER 1, 2014 THROUGH DECEMBER 31, 2014

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	3,315,661.34	972,661.74	1,066,975.09	3,221,347.99
101 - Payroll	208,311.70	831,694.27	824,626.64	215,379.33
101 - Willow Run Escrow	142,045.29	24.13	0.00	142,069.42
206 - Fire Department	911,498.36	281.02	362,763.11	549,016.27
208 - Parks Fund	8,565.07	0.21	0.00	8,565.28
212 - Roads/Bike Path/Rec/General Fund	600,955.71	180,345.69	756,951.94	24,349.46
225 - Environmental Clean-up	444,334.56	10.69	0.00	444,345.25
226 - Environmental Services	2,112,650.58	4,976.59	252,497.69	1,865,129.48
230 - Recreation	49,754.31	119,683.21	68,251.49	101,186.03
236 - 14-B District Court	190,482.97	92,800.66	84,962.05	198,321.58
244 - Economic Development	67,180.23	1.62	0.00	67,181.85
248 - Rental Inspections	133,316.70	17,273.31	12,903.28	137,686.73
249 - Building Department Fund	496,496.42	26,571.96	33,615.54	489,452.84
250 - LDFA Tax	29,455.94	0.71	0.00	29,456.65
252 - Hydro Station Fund	725,121.52	13.99	216,029.50	509,106.01
266 - Law Enforcement Fund	2,447,373.36	91.58	648,426.48	1,799,038.46
280 - State Grants	18,383.95	0.44	0.00	18,384.39
301 - General Obligation	213,101.33	16.85	0.00	213,118.18
396 - Series "A" Bond Payments	0.00	0.00	0.00	0.00
397 - Series "B" Cap. Cost of Funds	17,764.58	0.42	5,330.20	12,434.80
398 - LDFA 2006 Bonds	34,957.15	0.84	0.00	34,957.99
498 - Capital Improvement 2006 Bond Fund	336,559.22	57.17	0.00	336,616.39
584 - Green Oaks Golf Course	120,247.12	35,321.13	38,128.73	117,439.52
590 - Compost Site	839,673.83	63,799.56	25,544.91	877,928.48
595 - Motor Pool	279,282.08	34,345.98	8,036.07	305,591.99
701 - General Tax Collection	35,246.36	5,578.89	7,615.29	33,209.96
703 - Current Tax Collections	1,413,763.21	2,642,845.47	1,035,248.72	3,021,359.96
707 - Bonds & Escrow/GreenTop	938,117.35	6,591.95	80,281.93	864,427.37
708 - Fire Withholding Bonds	146,099.27	23.82	8,295.00	137,828.09
893 - Nuisance Abatement Fund	54,663.76	1,567.67	4,855.91	51,375.52
ABN AMRO Series "B" Debt Red. Cap.Int.	19,781.97	0.33	708.39	19,073.91
GRAND TOTAL	16,350,845.24	5,036,581.90	5,542,047.96	15,845,379.18

OFFICE OF THE TREASURER
LARRY J. DOE



2014 ANNUAL TREASURER'S REPORT
JANUARY 1, 2014 THROUGH DECEMBER 31, 2014

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	3,936,047.67	10,432,634.72	11,147,334.40	3,221,347.99
101 - Payroll	126,692.87	9,568,018.05	9,479,331.59	215,379.33
101 - Willow Run Escrow	141,785.59	283.83	0.00	142,069.42
206 - Fire Department	750,384.68	5,106,203.44	5,307,571.85	549,016.27
208 - Parks Fund	13,343.98	3.06	4,781.76	8,565.28
212 - Roads/Bike Path/Rec/General Fund	1,109,963.92	2,212,277.29	3,297,891.75	24,349.46
225 - Environmental Clean-up	444,216.34	128.91	0.00	444,345.25
226 - Environmental Services	2,092,341.07	2,394,366.44	2,621,578.03	1,865,129.48
230 - Recreation	132,298.20	896,693.60	927,805.77	101,186.03
236 - 14-B District Court	121,646.30	1,339,812.70	1,263,137.42	198,321.58
244 - Economic Development	67,162.34	19.51	0.00	67,181.85
248 - Rental Inspections	122,814.71	172,260.21	157,388.19	137,686.73
249 - Building Department Fund	404,696.00	456,377.72	371,620.88	489,452.84
250 - LDFA Tax	305.12	229,151.53	200,000.00	29,456.65
252 - Hydro Station Fund	797,715.40	474,900.91	763,510.30	509,106.01
266 - Law Enforcement Fund	1,757,777.89	6,605,308.84	6,564,048.27	1,799,038.46
280 - State Grants	18,379.07	5.32	0.00	18,384.39
301 - General Obligation	211,698.67	16,919.51	15,500.00	213,118.18
396 - Series "A" Bond Payments	6,727.94	0.95	6,728.89	-
397 - Series "B" Cap. Cost of Funds	26,675.65	15,506.15	29,747.00	12,434.80
398 - LDFA 2006 Bonds	66,341.47	200,015.27	231,398.75	34,957.99
498 - Capital Improvement 2006 Bond Fund	335,943.88	672.51	0.00	336,616.39
584 - Green Oaks Golf Course	223,051.27	530,204.29	635,816.04	117,439.52
590 - Compost Site	1,418,153.21	367,292.80	907,517.53	877,928.48
595 - Motor Pool	451,958.27	166,207.91	312,574.19	305,591.99
701 - General Tax Collection	20,107.66	154,706.64	141,604.34	33,209.96
703 - Current Tax Collections	3,745,035.34	56,011,755.23	56,735,430.61	3,021,359.96
707 - Bonds & Escrow/GreenTop	826,282.84	347,982.63	309,838.10	864,427.37
708 - Fire Withholding Bonds	42,948.51	162,512.26	67,632.68	137,828.09
893 - Nuisance Abatement Fund	48,150.26	50,300.20	47,074.94	51,375.52
ABN AMRO Series "B" Debt Red. Cap.Int.	23,492.47	2.00	4,420.56	19,073.91
GRAND TOTAL	19,484,138.59	97,912,524.43	101,551,283.84	15,845,379.18

SUPERVISOR REPORT

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

CLERK REPORT

JANUARY 20, 2015

Submitted by Karen Lovejoy Roe, Clerk

- **CLERKS FILE ORGANIZATION MONDAY, JANUARY 5, 2015**-Clerk Lovejoy Roe and Ruby Walker, Document Management Clerk worked together most of the day on Monday, January 5, 2015 sorting through and organizing files in preparation for Accu Shred and scanning. More files will be reviewed and prepared for scanning in the future.
- **TUESDAY, MAY 5, 2015 STATEWIDE BALLOT PROPOSAL ELECTION**-Prior to the Christmas holiday period the state legislature approved legislation establishing a state wide election seeking voter approval for a 1% sales tax increase. The Clerk's office is preparing for the upcoming May election. It is necessary to have the township board authorize cancellation of the Tuesday, May 5, 2015 township board meeting because the board room is a precinct location and polling place for township elections. The request to cancel the May 5, 2015 board meeting will be on the January 20, 2015 board meeting agenda. The Clerk's budget will need to be amended as the costs of conducting a May 5, 2015 election were not included in the Clerk's budget approved by the township board for 2015.
- **MONDAY, JANUARY 12, 2015 DTE MEETING**-Supervisor Stumbo, Treasurer Doe, Clerk Lovejoy Roe and Residential Services Director Jeff Allen met with Lance Alley of DTE to discuss another LED Conversion project in Ypsilanti Township for 2015. DTE presented the rebates and reduced labor costs available in regards to some of the LED conversion projects. Mr. Alley also informed the township that the rates and costs of conversion may be going up due to a recent presentation by DTE to the Public Service Commission. If the rate adjustments are approved implementation of the rate increases may take as long as a year. Ypsilanti Township is eligible to convert another 200 lights to LED in 2015. A request for approval of a LED conversion project in Ypsilanti Township will be presented to the township board at the February 3, 2015 meeting.
- **MICHIGAN MUNICIPAL LEAGUE/MEADOWBROOK PREMIUM RENEWAL**-Tuesday, January 13, 2015 there was a meeting with Judith Thomson-Torosian from Meadowbrook Insurance Group, servicing the Michigan Municipal League and the township regarding the property and liability insurance renewal effective February 1, 2015 – 2016. She shared the MML Pool Premium for 2015-2016 is \$179,054 compared to \$171,731 for 2014-2015. The reason for the increase in the premium costs are: 1) Increase of 2.5% in payroll, 2) 6.24% increase in township property, 3)12% increase in township vehicles and 4) overall increase in the property and liability rates. She reported the township would receive another dividend in 2015 of \$23,703 for renewing the premium after the premium is paid.
- **WEDNESDAY, JANUARY 14, 2015 EASTERN LEADERS GROUP EXECUTIVE COMMITTEE MEETING**-Meeting was held to review the Eastern Leaders Group 2009-2014 Annual Report and to discuss 2015 Priorities. Member updates were provided and the meeting was followed by a reception hosted by Eastern Michigan University.

- **RE-IMAGINE WASHTENAW JOINT TECHNICAL COMMITTEE MEETING**-On Wednesday, January 14, 2015 the Re-Imagine Washtenaw JTC met at the LRC. A presentation was made on the Golfside/Washtenaw Avenue Charrette results by Nathan Voght from Washtenaw County and C. Zuellig of the Smithgroup JJR. A review of the 2 year ReImagine Work Plan was reviewed. A report from planners regarding the Form Code progress was given.
- **PERFECT SCORE ON PASSPORT AUDIT BY THE U.S. DEPARTMENT OF STATE OF THE CLERK'S OFFICE** -The Clerk's staff and department was audited by the Passport Department of State on Monday, December 8, 2014. On January 7, 2015 the Clerk's office received the results of the audit by the U.S. Department of State and received a perfect score. The Clerk's office is an agency site for the application of passports. The State Department reviewed all the practices of processing Passport applications at the Clerk's Department. The audits occur in four year cycles.

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

ATTORNEY REPORT

GENERAL LEGAL UPDATE

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2014-33

Amending the Township Code Provision Governing Weapons and Explosives in Township Parks

Whereas, the current Township Ordinance governing the possession and use of dangerous weapons and fireworks is in conflict with the Michigan Firearms and Ammunition Act; and

Whereas, the Michigan Firearms and Ammunition Act prohibits local governmental units, including townships from restricting the open carrying of pistols, firearms, and ammunition; and

Whereas, the Township's current Ordinance 46-61 prohibits the open carrying of pistols and firearms within the Township parks; and

Whereas, Ordinance No. 2014-440 amends the Township Code, Section 46-61 by deleting the provision prohibiting the possession or carrying of a gun or firearm within Township parks;

Now therefore, be it resolved that Ordinance 2014-440 is hereby adopted by reference.

**CHARTER TOWNSHIP OF YPSILANTI
PROPOSED
ORDINANCE NO. 2014-440**

*An Ordinance to Amend the Code of Ordinances, Chapter 46
entitled Parks and Recreation, Article III General Conduct*

The Charter Township of Ypsilanti hereby ordains that the Code of Ordinances, Chapter 46 Article III, General Conduct, is amended as follows:

Delete: In its entirety, Section 46-61

Add: The following new provision:

It shall be unlawful for any person within park property to:

- (1) Possess, carry, fire or discharge, or cause to be fired or discharged across, in or into any portion of the park, any spear, bow and arrow, crossbow, sling shot, air or gas soft gun or paint ball gun, except for purposes designated by the board in areas and at times designated by the board;
- (2) Possess, set off or attempt to set off or ignite any firecracker, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics without authorization from the director; or
- (3) Discharge or cause to be discharged, a firearm, pistol, shotgun, pellet gun, and/or air rifle as defined by Michigan law, MCL 750.222, as amended, in or into any portion of a township park.

Any unauthorized or illegal weapon, explosive, or other pyrotechnic within a park shall be subject to seizure by a law enforcement officer.

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.

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

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO. 2014-442

*An Ordinance to Amend the Code of Ordinances, Chapter 42, Article VIII,
Offenses Concerning Underage Persons*

The Charter Township of Ypsilanti hereby ordains that the Code of Ordinances, Chapter 42, Article VIII, offenses concerning underage minors, is amended as follows:

Delete: In its entirety, Section 42-326 which provides that it is unlawful for a minor to purchase, possess or transfer a beeper or telephone paging device.

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.

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

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2014-34**

*Amending the Township Code of Ordinances, Chapter 48
Property Maintenance Article II, to Require Damaged or
Broken Windows and Doors When Boarded Up Be Boarded
With Pre-approved Decorative Board Up Material*

Whereas, the Township has experiences an increase in vacant residential, commercial and industrial structures; and

Whereas, a number of vacant structures have damage or broken windows and doors; and

Whereas, repair of damaged or broken windows and doors is necessary to secure the structure and to prevent damage to the structure's interior; and

Whereas, when property owners board up window and doors minimum standards regarding the materials used and the installation is needed: 1) to insure boarded up structures remain secure, and 2) to insure that boarded up structures are not unsightly distractions in Township neighborhoods and communities; and

Whereas, Ordinance 2014-441 establishes minimum standards for boarded up windows and doors to promote the health, safety and general welfare of Township residents;

Now therefore, be it resolved that Ordinance 2014-441 attached thereto is adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO. 2014-441

*An Ordinance to Amend the Code of Ordinances,
Chapter 48 entitled Property Maintenance, Article II,
Property Maintenance*

The Charter Township of Ypsilanti **Ordains** that the Code of Ordinances Charter Township of Ypsilanti, Chapter 48 **Property Maintenance**, Article II, is amended as follows:

DELETE: Section 48-28, subsections:

Section 304.13.3 Boarded windows. The owner of a structure may, for a maximum of 30 days, board up a window when the window glass is broken, cracked or missing. After 30 days has expired, the window glass must be replaced with glass or other similar material and the board up material removed.

and

Section 304.15.1 Boarded doors. The owner of a structure may, for a maximum of 30 days, board up a door when the door is broken or otherwise rendered inoperable. After 30 days has expired, a replacement door must be installed, and the board up material removed.

ADD: the following new provisions:

1. **General.** All windows and doors shall, within 45 days of being damaged or destroyed, be replaced or boarded in an *approved* manner to prevent entry by unauthorized persons. All board ups shall be covered with a decorative board up material or other pre-approved product. The decorative board up or other pre-approved product shall be a reasonable facsimile in appearance to the window or door boarded up. All window and door board ups shall be approved by the Township's Office of Community Standards department before installation. The Township's Office of Community Standards shall pre-approve window and door board ups which meet or exceed the specifications and standards of this Ordinance.
2. **Boarding sheet material.** Boarding sheet material shall be minimum 1/2-inch (12.7 mm) thick wood structural panels complying with the *International Building Code*.
3. **Boarding framing material.** Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.
4. **Boarding fasteners.** Boarding fasteners shall be minimum 3/8-inch (9.5 mm) diameter carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.
5. **Boarding installation.** The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) of the International Property Maintenance Code and the requirements of this Ordinance.

6. **Boarding sheet material.** The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.
7. **Windows.** The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.
8. **Door walls.** The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.
9. **Doors.** Doors shall be secured by the same method as for windows and door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

Severability

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

Effective Date and Repeal of Conflicting Ordinances

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

This ordinance shall take effect 60 days after publication in a newspaper of general circulation as required by law.

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW
61 N. HURON STREET
YPSILANTI, MICHIGAN 48197
(734) 481-1120

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

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

January 15, 2015

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Re: **Proposed Ordinance 2014-442 Regarding Decorative Board-Up Windows and Doors**

Dear Township Board:

At the **December 16, 2014** Board Meeting, the proposed **Ordinance** regarding decorative board-ups of windows and doors was considered for a first reading. During the Board's discussion of this **Ordinance**, a number of questions were raised. These questions included whether the **Ordinance** was necessary, the potential costs to the Township if the **Ordinance** was approved, and whether the **Ordinance** should apply only to vacant residential structures. As a result of these questions, the Board unanimously approved tabling consideration of the **Ordinance**.

Before asking the Board to reconsider the **Ordinance**, I recommend that a meeting with the Office of Community Standards, Township attorney, and interested full-time officials take place to determine the number of board-ups performed by the Township, the average cost of board-ups under the current **Ordinance**, the number of repeat board-ups performed on properties, the expected cost of board-ups under the proposed new **Ordinance** and whether the **Ordinance**, if adopted, should be limited to vacant residential structures. This information is valuable to assess whether the expected increase in initial board-up costs is worth the benefit of having reduced calls to re-do previous board-ups. Consideration of the appearance of decorative board-ups is also a factor in the cost versus benefit analysis.

For all of these reasons, I request the Board to defer its consideration of the **Ordinance** at its **January 20, 2015** meeting.

Sincerely,



Township Board
Re: Proposed Ordinance 2014-442
January 15, 2015
Page 2 of 2

Angela B. King

\ta

cc: Trustees
Mike Radzik

CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #1

January 20, 2015

101 - GENERAL OPERATIONS FUND

Total Increase

\$32,000.00

Increase the following line items that relate to a special upcoming statewide election on May 5, 2015. This election was not known until the end of December and therefore was not budgeted for 2015 originally. This is funded by reimbursement from the State.

Revenues:

Reimbursement Elections -	101-000-000-686.000.000	\$32,000.00
	Net Revenues	<u><u>\$32,000.00</u></u>

Expenditures:

Appointed Election Officials	101-215-000-704.000	\$20,000.00
Overtime	101-215-000-709.000	\$4,900.00
Office Supplies	101-215-000-727.000	\$2,000.00
Professional Ser Programming Ballot	101-215-000-801.200	\$3,500.00
Travel	101-215-000-860.000	\$500.00
Equipment Rental/Leasing	101-215-000-941.000	<u>\$1,100.00</u>
		<u><u>\$32,000.00</u></u>

Motion to Amend the 2015 Budget (#1):

Move to increase the General Fund budget by \$32,000 to \$7,688,784 and approve the department line item changes as outlined.



Washtenaw Area Mutual Aid Association

Ypsilanti Township and Van Buren Township Fire Automatic Mutual Aid Program



Purpose:

This activity will be conducted under the auspices of the existing interlocal agreement as developed by the Washtenaw Area Mutual Aid Association (WAMAA). It will enhance the existing agreement by sharing resources to make available more firefighters and resources on the scene of a structure fire in the participating communities, while maintaining local control of resources. This enhanced response will afford greater safety for firefighters, improved efficiency and effectiveness in fireground operations and enhance daily cooperative efforts so that in the event of a major, multi-jurisdictional incident, fire department command staff members from both agencies, as well as firefighters, would be accustomed to working together closely. This concept falls directly in line with federal, state, and local ideologies of regional cooperative efforts and, therefore, may enhance future funding opportunities for the participating communities.

Scope:

Participants in this agreement will include the Charter Township of Van Buren, Wayne County, Michigan, and the Charter Township of Ypsilanti in Washtenaw County, Michigan.

Procedure:

Upon dispatching the jurisdictional fire department to a reported "working" structure fire, meeting the below criteria, the jurisdictional dispatch center shall immediately contact the dispatch center for the other participating agency and request a response for "Automatic Mutual Aid" as per the agreement.

Ypsilanti Township: Ypsilanti Township agrees to send two Fire Engines, a large fire suppression vehicle containing minimally 750 gallons of water, to Van Buren Township when a "working" (i.e. flames visible, heavy smoke visible, or an explosion was detected) structure fires reported in the southwestern six (6) mile section of Van Buren Township located within the Ryznar Drive / Elwell Road, South Service Drive, Rawsonville Road, and Bemis Road section. See attached Van Buren Township Map and refer to sections 19, 20, 29, 30, 31, and 32.

Van Buren Township: Van Buren Township agrees to send two (2) Fire Engines, as described above, to Ypsilanti Township the when a "working" structure fire is reported in the southwestern six (6) mile section of Ypsilanti Township located within the Whittaker Road, Textile Road, Rawsonville Road, and Bemis Road section. See attached Ypsilanti Township Map and refer to sections 25, 26, 27, 34, 35, and 36.



Washtenaw Area Mutual Aid Association

Ypsilanti Township and Van Buren Township Fire Automatic Mutual Aid Program



When dispatched to the scene of a working structure fire it is understood, unless otherwise directed by the scene's incident commander, that the agency providing the resource under this agreement will respond emergent (i.e.: lights and siren) with a minimum manpower of two firefighters.

It is also understood that the incident commander will maintain full command authority over all responding resources. All participating departments shall utilize an accepted National Fire Academy Incident Command System (or similar).

Efforts will be made to clear the Automatic Aid resources as quickly as possible after the fire is brought under control.

Due to the dynamics of the fluctuating availability of resources and manpower it is understood that participating communities may not always be able to commit resources under this program. In those instances, the host community is to be notified as soon as possible so that they can request additional assistance from other departments. The intent of this automatic mutual aid agreement is for working structure fires under the conditions listed above. Its intent is to *supplement* resources & manpower but not to reduce fire department staffing by reliance on automatic aid.

Agreement:

We, as the authorized representatives of the below listed fire departments, agree to participate in the WAMAA Ypsilanti Township and Van Buren Township Fire Automatic Aid Program, contingent upon subsequent approval by the chief administrative officials and/or governing bodies of our respective municipalities. This program operates as an enhancement of, and in accordance with, the existing mutual aid interlocal agreement.

This agreement will remain effective 30 days from the signature date below until terminated by either municipalities governing board of trustees/ city council.

Linda M. Combs
Van Buren Township Supervisor

Date: _____

Brenda Stumbo
Ypsilanti Township Supervisor

Date: _____

Leon Wright
Van Buren Township Clerk

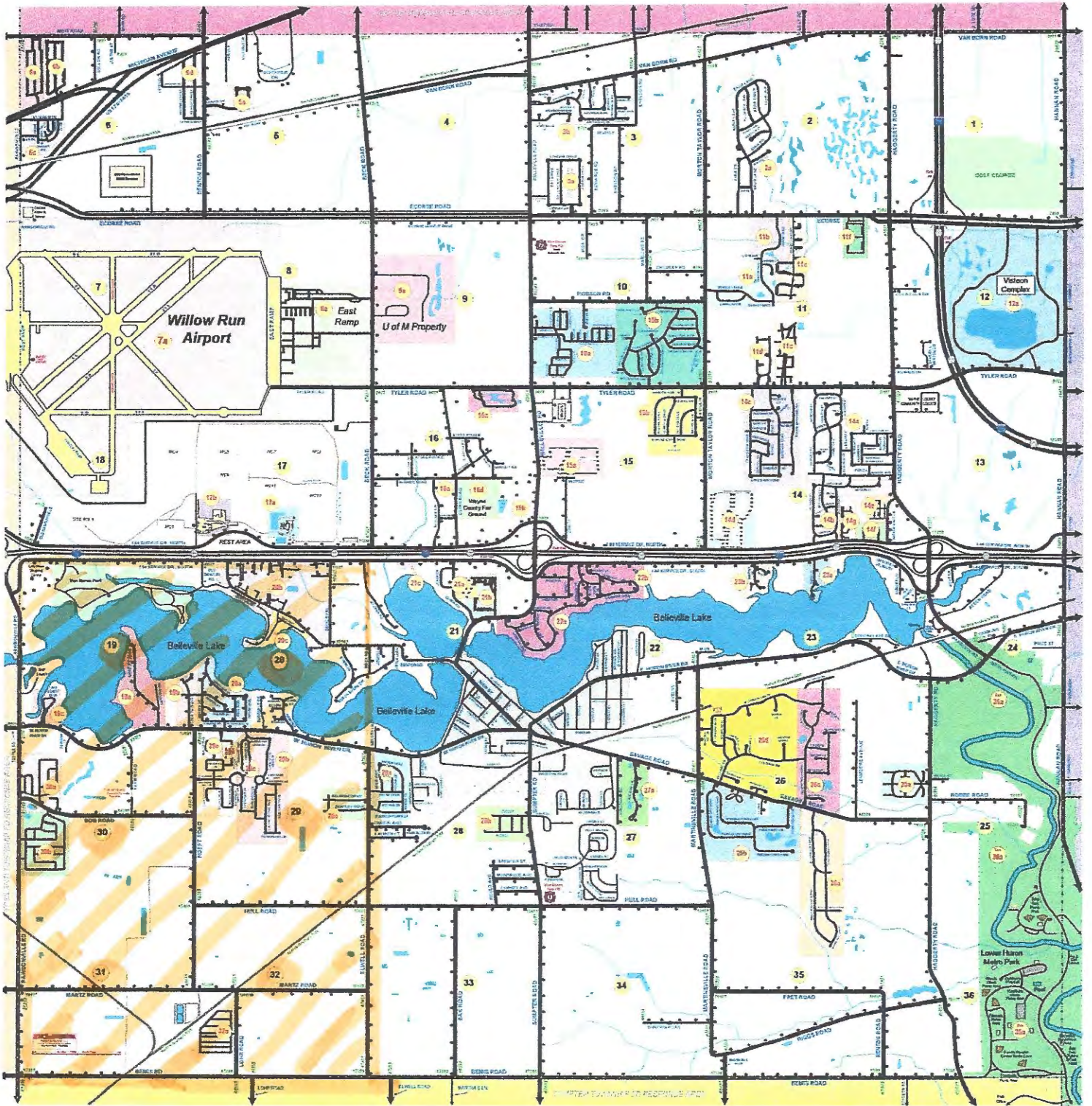
Date: _____

Karen Lovejoy-Roe
Ypsilanti Township Clerk

Date: _____



Ypsilanti Township map zones 25, 26, 27, 34, 35, & 36



Van Buren map zones 19, 20, 29, 30, 31, & 32



December 10, 2014

Ypsilanti Township
Attn: Karen Lovejoy Roe
7200 S Huron River Dr.
Ypsilanti, MI 48197

Re: Proposed Street Lighting at Hewitt & Burns New Crosswalk Location

I have completed the review of your request for proposed lighting and have prepared a cost estimate for the installation of one streetlight at the intersection of Hewitt & Burns. I am recommending the installation of one 130 watt black LED style luminaire on a 30' black steel davit arm pole. Please see attached sketch.

The costs are based on the Edison Option 1 Streetlight rate, where Detroit Edison installs, owns, and maintains the lighting system. The rate requires a portion of the construction cost be paid by the customer, which is determined by the following formula.

Hewitt & Burns – 1 fixture on 1 new pole

Annual operating cost	\$309.23
Cost to construct	\$4,142.44
Minus 3yrs revenue	(\$927.69)
Contribution from Ypsilanti Twp	\$3,214.75

The price quoted shall be in effect for a period of six months from the date of the letter, after which these costs will no longer be valid. After installation the total cost for additional modification, relocation or removal will be the responsibility of the requesting party. Payment of the customer contribution must be made prior to the actual start of construction.

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installation. If you have questions please call me at 734-397-4188.

Sincerely,

Lance Alley

Lance Alley
Account Manager
DTE Energy - Community Lighting

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of December 10, 2014 between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer").

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

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

1. DTE Work Order Number:	42124151	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	NW corner of Hewitt & Burns in Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	1 – Overhead fed 130 watt black Autobahn LED mounted on a black Code 06B davit arm steel pole on a foundation.	
5. Estimated Total Annual Lamp Charges	\$309.23	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$4,142.44
	Credit for 3 years of lamp charges:	\$927.69
	CIAC Amount (cost minus revenue)	\$3,214.75
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices _____	
10. Customer Address for Notices:	Ypsilanti Township 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

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

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

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

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

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

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

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

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

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

12. Experimental Emerging Lighting Technology (“EELT”) Terms:

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

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

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

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

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

Company:

Customer:

The Detroit Edison Company

Ypsilanti Township

By: _____

By: _____

Name: _____

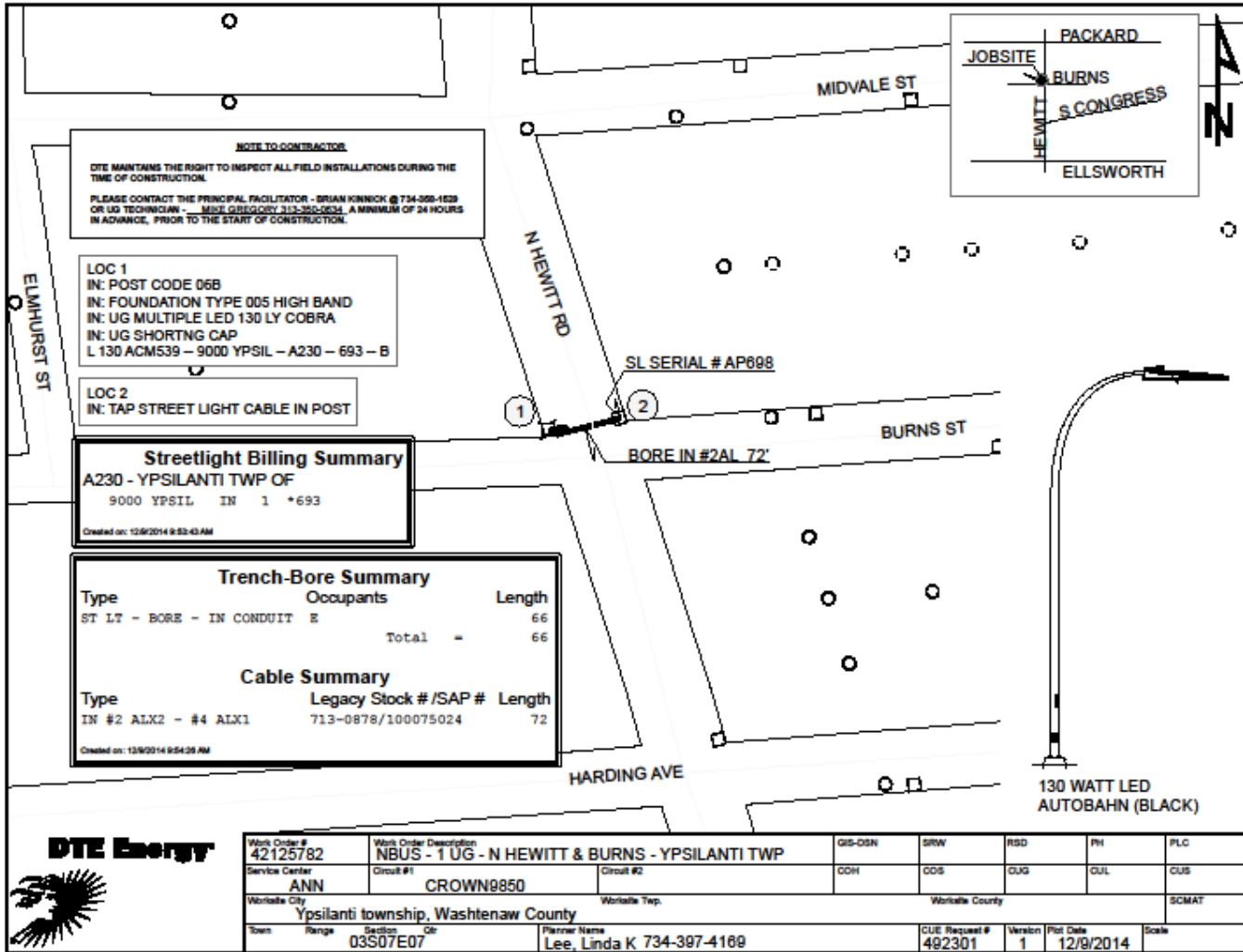
Name: _____

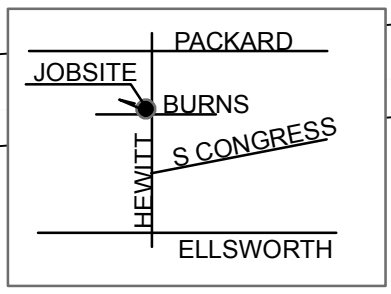
Title: _____

Title: _____

Attachment 1 to Purchase Agreement

Map of Location





NOTE TO CONTRACTOR
 DTE MAINTAINS THE RIGHT TO INSPECT ALL FIELD INSTALLATIONS DURING THE TIME OF CONSTRUCTION.
 PLEASE CONTACT THE PRINCIPAL FACILITATOR - BRIAN KINNICK @ 734-358-1529 OR UG TECHNICIAN - MIKE GREGORY 313-350-0634 A MINIMUM OF 24 HOURS IN ADVANCE, PRIOR TO THE START OF CONSTRUCTION.

LOC 1
 IN: POST CODE 06B
 IN: FOUNDATION TYPE 005 HIGH BAND
 IN: UG MULTIPLE LED 130 LY COBRA
 IN: UG SHORTNG CAP
 L 130 ACM539 -- 9000 YPSIL -- A230 -- 693 -- B

LOC 2
 IN: TAP STREET LIGHT CABLE IN POST

N HEWITT RD

MIDVALE ST

SL SERIAL # AP698

1

2

BURNS ST

BORE IN #2AL 72'

Streetlight Billing Summary
 A230 - YPSILANTI TWP OF
 9000 YPSIL IN 1 *693
 Created on: 12/9/2014 9:53:43 AM

Trench-Bore Summary

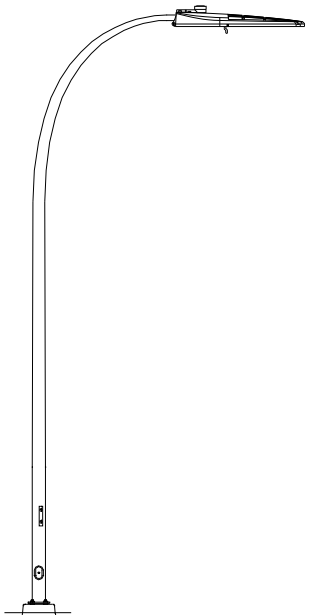
Type	Occupants	Length
ST LT - BORE - IN CONDUIT	E	66
Total =		66

Cable Summary

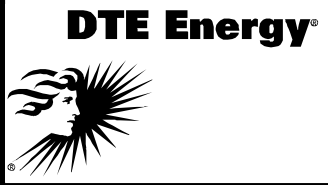
Type	Legacy Stock # /SAP #	Length
IN #2 ALX2 - #4 ALX1	713-0878/100075024	72

Created on: 12/9/2014 9:54:26 AM

HARDING AVE



130 WATT LED AUTOBAHN (BLACK)

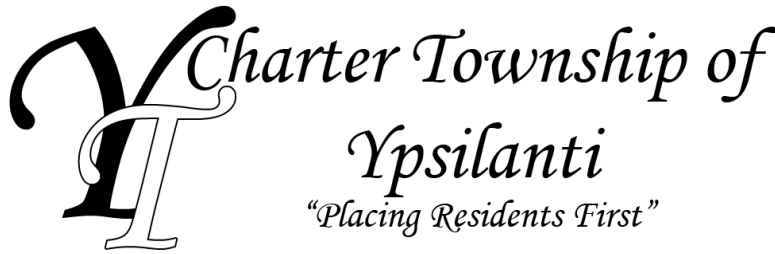


Work Order # 42125782	Work Order Description NBUS - 1 UG - N HEWITT & BURNS - YPSILANTI TWP	GIS-DSN	SRW	RSD	PH	PLC	
Service Center ANN	Circuit #1 CROWN9850	Circuit #2	COH	COS	CUG	CUL	
Worksite City Ypsilanti township, Washtenaw County	Worksite Twp.	Worksite County	SCMAT				
Town 03S07E07	Range	Section Qtr	Planner Name Lee, Linda K 734-397-4169	CUE Request # 492301	Version 1	Plot Date 12/9/2014	Scale

Cancel May 5, 2015 Board Meeting

Request to cancel Ypsilanti Township Board Meeting scheduled for Tuesday, May 5, 2015 due to statewide Special Election.

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



**Office of Community
Standards**

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

Memorandum

To: Township Board of Trustees
Cc: Lisa Garrett, Deputy Clerk
From: Joe Lawson, Planning Director
Date: January 15, 2015
Re: Right of Way Permit Application – “Metro Act”

Please find enclosed a copy of the public right-of-way permit request of KEPS Technologies, Inc. (dba ACD.net and ACD Telecom, Inc.) pursuant to the METRO Act, PA 48 of 2002.

Per section 62-233b of the Township Municipal Code; Upon receiving a completed application, the clerk will advise the township attorney who will draft the appropriate permit or franchise and schedule the matter for consideration by township board of trustees.

The process per the act shall be completed within 45 days from the date the provider files an application. The application is dated December 17, 2014 though the post mark date is December 18, 2014. That being said, the Township is required to act by February 1, 2015.

I have also forwarded a copy of the application to Attorney Winters for his review and recommendation and would further request that this item be placed on the the January 20, 2015 Board agenda for the Board's review and consideration.

One final note, the project calls for the majority of the work to be completed above ground utilizing existing utility poles, though a small portion of the project does call for a direction bore under Ford Boulevard. That being the case, staff recommends that the applicant provide the Township with a surety in the amount of \$5,000.00 to insure the complete restoration of any disturbed area associated with this project. The surety will be refunded upon final inspection and approval of the project area.

If you should have any questions or if I can be of any further assistance, please feel free to contact me.

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

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

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

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

January 14, 2015

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Re: *Application for Access to and Ongoing Use of Public Ways by Telecommunication Providers Submitted by KEPS Technologies, Inc. d/b/a ACD.net and ACD Telecom, Inc. (Applicant)*

Legal Basis: Metropolitan Extension Telecommunication Right-of-way Oversight Act, 2002 PA 48 (the "METRO Act")

Dear Township Board:

In March of 2002, the Michigan legislature adopted the METRO Act which, essentially, limits the right of municipalities with respect to requests for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("publicways") in a municipality for a telecommunications system. The above applicant has submitted an application on the form required as prepared by the Telecommunications Division of the Michigan Public Service Commission. Failure of a municipality to act within 45 days of the submittal of such an application can, according to the law, subject it to potential "draconian" financial penalties. This office, at the time of the adoption of the Act, advised the then Township Board and staff regarding this particular Act.

In response to the passage of the METRO Act, the Township adopted ***Resolution No. 2002-57***, a copy of which is attached for your review and, as appropriate, recollection. As the ***Resolution*** provides, effective **November 1, 2002**, the Charter Township of Ypsilanti, agreed to comply with the METRO Act regarding new applications, permits and right-of-way fees for any telecommunication company seeking permission to use the public right-of-way in the Township. Further, after **December 31, 2003**, the Township agreed to

comply with the METRO Act regarding right-of-way fees for telecommunication companies holding permits as of **October 31, 2002**. The Township further agreed to comply with the limitations of the METRO Act on the payment of franchise fees on cable modem service by cable television operators reserving any rights it may have had to fees due for the period ending **October 31, 2002**. In other words, the Township “opted in” to the provisions of the METRO Act.

Since 2002, the Township should have annually been keeping track of the fees received and submitting an annual report regarding the “use and disposition of funds received under PA 48 of 2002”.

This office, as Township legal counsel, has been asked to review the METRO Act application submitted by KEPS Technologies, Inc. for compliance with the requirements of the METRO Act. The **Resolution** adopted by the Township agreeing to “opt in” to the METRO Act in 2002 voids many of the provisions in **Ordinance No. 2000-252**, particularly *Section 62-233 “Applications for Franchises and Permits”*. Also, the Township is required to use and accept the forms as prepared by the Telecommunications Division of the Michigan Public Service Commission. In fact, I have confirmed that that Township Treasurer’s office has been annually submitting the report required by the Act as to the use and disposition of funds received. The Township receives funds back from the State each year based on usage.

In accordance with the applicable statute, a municipality in reviewing and approving an application may continue to protect the health, safety, and welfare of the public. Conditions on approval of a permit must pertain only to the providers’ access to and usage of a public right-of-way. Municipalities may require the applicant to post a bond not exceeding the reasonable cost of returning the public right-of-way to its original condition. I have spoken with Planning Director Joseph Lawson regarding this condition, but I do not know that there are any figures available to determine what a “reasonable amount” might be by way of a bond. Perhaps the applicant will be available to discuss this issue. Joe indicates most of the facilities are going to be above ground along existing facilities (poles, etc.). However, there is one area where they will need to boar under Ford Boulevard. Again, the fees paid by the applicant will go directly to the METRO Act oversight authority that, annually, rebates a portion back to the Township.

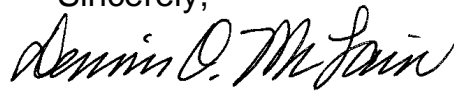
Township legal counsel has reviewed the application and its attachments and finds them in order to be acted upon. The Township Board should condition approval on the posting of a bond in a reasonable amount “not exceeding the reasonable cost of returning the public right-of-way to its original condition”. Also,

Township Board
Re: METRO Act
January 14, 2015
Page 3 of 3

the proposed ***Certificate of Liability Insurance*** should contain the usual language adding the Township Board, etc. as an additional insured.

As always, please feel free to contact this office if there are any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis O. McLain". The signature is written in a cursive style with a large initial 'D'.

Dennis O. McLain

/ta

Enclosure

cc: Trustees
Mike Radzik
Dave Bellers
Joe Lawson
Bill Elling
Jill Kulhanek
Wm. Douglas Winters

DIVISION 1. GENERALLY

Sec. 62-230. Right-of-way permit requirement.

No person, partnership, association or corporation, public or private, operating a public utility may use the highways, streets, alleys or other public places in the Charter Township of Ypsilanti (Township) for wires, poles, pipes, tracks, conduits or other utility facilities without the consent of the township.

(Ord. No. 2000-252, § 1, 10-17-00)

Sec. 62-231. Franchise requirement.

No person, partnership, association or corporation, public or private, operating a public utility may transact local business in the township, without first obtaining a franchise from the township. Competitive suppliers of natural gas or electricity with customers in the township shall first obtain a franchise from the township. A public utility providing transmission or distribution services to any person, partnership, association or corporation, public or private, offering any public utility, natural gas or electric supply service to customers in the township shall promptly notify the township clerk in writing of the name and address of such person, partnership, association or corporation.

(Ord. No. 2000-252, § 1, 10-17-00)

Sec. 62-232. Telecommunication permit requirement.

Providers of telecommunications services using the highways, streets, alleys, or other public places in the township shall obtain a permit from the township as required by Section 254 of Act. No. 179 of the Public Acts of 1991, as amended. It is unlawful to accept any telecommunications services from a provider of telecommunications services using the highways, streets, alleys or other public places in the township which does not have a permit from the township.

(Ord. No. 2000-252, § 1, 10-17-00)

Sec. 62-233. Applications for franchises and permits.

- (a) Applications for permits and franchises under this chapter shall be made to the township clerk on a form prepared by the clerk. Applications for a right-of-way permit under section 62-230 shall require the payment of a nonrefundable application fee of \$2,500.00. Applications for a franchise under section 62-231 shall require the payment of a nonrefundable application fee of \$10,000.00. Applicants for a telecommunications permit under section 62-232 shall pay a fee not exceeding the fixed and variable costs to the township in granting a permit by depositing with the clerk a refundable application fee of \$5,000.00. The clerk will keep a record of the fixed and variable costs to the township in each case and render a refund or an invoice to the applicant.
- (b) Upon receiving a completed application, the clerk will advise the township attorney who will draft the appropriate permit or franchise and schedule the matter for consideration

by township board of trustees.

(Ord. No. 2000-252, § 1, 10-17-00)

Sec. 62-234. Permits and franchises--generally.

- (a) A right-of-way permit under section 62-230 will contain such terms and conditions as deemed appropriate by the township attorney and the community and economic development director. The township board of trustees may require payment of an annual right-of-way fee determined by resolution from time to time. A right-of-way permit is revocable at will by the township and may be issued for a term not exceeding 30 years.
- (b) A franchise under section 62-231 will contain such terms and conditions as deemed appropriate by the township attorney and community and economic development director. The township board of trustees may require payment of a franchise fee. Unless submitted to the voters and approved by a three-fifths majority, franchises are revocable at will by the township. Franchises may be issued for a term not exceeding 30 years.
- (c) The township board of trustees will approve or deny a permit under section 62-232 within 90 days from the date a provider files an application. A permit under section 62-232 will contain such terms and conditions as deemed appropriate by the township attorney and community and economic development director. The township board of trustees may require payment of a permit fee not exceeding the fixed and variable costs to the township of maintaining the rights-of-way, easements and other public places used by a provider. The township may require as a condition of a permit under section 62-232 that a bond be posted by a provider of telecommunication services to ensure that the right-of-way, easements and other public place used by a provider are returned to their original condition during and after a provider's access and use.
- (d) In the event that a holder of a permit or franchise (or any subsidiary, affiliate or other related company) pays a fee, charge, or other payment of any kind on a periodic basis (i.e., monthly, quarterly, annually) to any municipality in the State of Michigan which is higher or in addition to any fees or charges set forth in a permit or franchise with the township, the holder of a permit or franchise shall notify the township in writing of the details of such other arrangement within 60 days of its effective date. A one-time charge prior to and for the installation of a new service shall not be considered a periodic fee unless the charge is unreasonably higher than that paid to other municipalities. Upon receipt by the township of such notice, a revocable permit or franchise may be revoked upon notice from the township. As a condition for a new permit or franchise, the township may require payment of a similar fee or charge as provided to the third party.
- (e) A person, partnership, association or corporation granted a permit or franchise under this chapter shall obtain all other necessary permits or approvals for construction, maintenance and operation in the township.

(Ord. No. 2000-252, § 1, 10-17-00)

Secs. 62-235--62-244. Reserved.

RESOLUTION NO. 2002-57

WHEREAS, The Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No.48 of the Public Acts of 2002, ("Metro Act") regulates the granting of permits by municipalities to telecommunications companies seeking permission to install lines and other facilities in the public right-of-way effective November 1, 2002; and

WHEREAS, The Metro Act will require municipalities to use application and permit forms approved by the Michigan Public Service Commission for new telecommunications companies. The Metro Act also limits fees which can be charged by municipalities to telecommunications companies for an application, permit, construction plan review or inspection and prohibits the enforcement of cable television franchises requiring payment of franchise fees on cable modem high-speed Internet service; and

WHEREAS, Within six months of the effective date, all telecommunications companies, including Ameritech and Verizon, will be required to file applications and obtain permits in all municipalities where they are using the public right-of-way. Beginning April 29, 2003, they will be required to and pay an annual standardized right-of-way maintenance fee to a statewide authority for distribution only to those municipalities complying with Metro Act's limitation on fees; and

WHEREAS, A Municipality is considered to be complying with the Act's limitation on fees if it adopts a resolution or ordinance, as necessary, effective no later than December 31, 2003, modifying fees due from telecommunications companies and provides each company with a copy of the resolution or ordinance.

NOW THEREFORE,

BE IT THEREFORE RESOLVED,

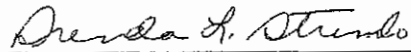
1. Effective November 1, 2002, the Charter Township of Ypsilanti will comply with Metro Act regarding new applications, permits and right-of-way fees for any telecommunications companies seeking permission to use public right-of-way in the Township.

2. Effective December 31, 2003, the Charter Township of Ypsilanti will comply with Metro Act regarding right-of-way fees for any telecommunications companies holding permits to use public right-of-way in the Township as of October 31, 2002.

3. The Charter Township of Ypsilanti will comply with the limitation of Metro Act on the payment of franchise fees on cable modem service by cable television operators reserving any rights it may have to fees due for the period ending October 31, 2002.

4. The Charter Township Clerk is directed to send a copy of this Resolution and any ordinance amendments necessary to comply with the Metro Act to Robert Tuttle, Jr., Director of the Metro Act Authority, each cable television operator and telecommunications provider in the Township.

I, Brenda L. Stumbo, 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. 2002-57 approved by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on December 17, 2002.



Brenda L. Stumbo, Clerk
Charter Township of Ypsilanti

METRO Act Permit Application Form
Revised April 6, 2012

Ypsilanti Charter Township

Name of Local Unit of Government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120

BY

KEPS Technologies, Inc. dba ACD.net and ACD Telecom, Inc.
("APPLICANT")

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-241-6200 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

- Three (3) copies (one of which shall be marked and designated as the master copy) with Bldg Dept. 7200 S. Huron River Dr, Ypsilanti, MI 48197

MASTER

Ypsilanti Charter Township

Name of local unit of government

APPLICATION FOR ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY TELECOMMUNICATIONS PROVIDERS

By
KEPS Technologies, Inc. dba ACD.net and ACD Telecom, Inc.
("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: 12.17.2014

1.2 Applicant's legal name: KEPS Technologies, Inc.

Mailing Address: ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906

Telephone Number: (517) 999-3213

Fax Number: (517) 999-3993

Corporate website: http://www.acd.net/

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Phil Brown, OSP Engineer
Mailing Address: ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906

Telephone Number: (517) 999-3213
Fax Number: (517)999-3993
E-mail Address: brown.phil@acd.net

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Individual
- Other, please describe: _____

1.4 Assumed name for doing business, if any: ACD.net and ACD Telecom, Inc

1.5 Description of Entity: Competitive Local Exchange Carrier

1.5.1 Jurisdiction of incorporation/formation; **Michigan**

1.5.2 Date of incorporation/formation; **1987**

1.5.3 If a subsidiary, name of ultimate parent company;

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

CEO Kevin Schoen
President Steve Schoen
CFO Kirk Shewchuck

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

(See Exhibit E & F)

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: NO

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes NO

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; NO

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes NO

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

Per Section 1.9 KEPS Technologies Inc. dba ACD.net and ACD Telecom, Inc. currently holds a Local Exchange License as a Competitive Local Exchange Carrier.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

KEPS currently holds a CELC License (See Exhibit G)

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

ACD.net is installing fiber optic cable to provide high speed communications and/or Distributed Antenna Systems

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

(Attached as Exhibit C)

2.4 Please provide an anticipated or actual construction schedule.

(Attached as Exhibit B)

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

KEPS Technologies Inc. dba ACD.net and ACD Telecom, Inc.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant. **KEPS Technologies Inc. dba ACD.net and ACD Telecom, Inc.**

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

- 3.1 Address of Applicant's nearest local office;
(See Exhibit A section 3.1)
- 3.2 Location of all records and engineering drawings, if not at local office;
(See Exhibit A section 3.3.1)
- 3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;
(See Exhibit A section 3.3.3)
- 3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:
(See Exhibit D)
 - 3.4.1 Worker's compensation;
 - 3.4.2 Commercial general liability, including at least:
 - 3.4.2.1 Combined overall limits;
 - 3.4.2.2 Combined single limit for each occurrence of bodily injury;
 - 3.4.2.3 Personal injury;
 - 3.4.2.4 Property damage;
 - 3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;
 - 3.4.2.6 Independent contractor liability;
 - 3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);
 - 3.4.2.8 Environmental contamination;
 - 3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

RC Directional Boring

Contact Person: Ron Musial Jr.

Phone Number: (517) 545-4887

Fax Number: (517) 545-0518

Cell Number: (517) 404-7707

**Address: 2000 Country Farm Rd.
Howell, MI. 48843**

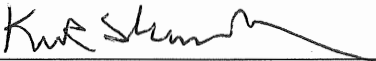
4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

KEPS Technologies Inc. dba ACD.net and ACD Telecom, Inc

12-17-2014

Date

By: 

Print name: Kirk Shewchuck

Title: CFO

S:\metroapplicationform.doc

KEPS Technology Contact Exhibit A

Section 3.1

KEPS Technology dba ACD.net and ACD Telecom, Inc. Michigan 1800 N. Grand River Avenue Lansing MI 48906

Section 3.3.1 Permittee's contact person

Phil Brown, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-3213 Fax: (517)999-3993 Email: brown.phil@acd.net

Section 3.3.1 Engineering drawings, and As-built plans and related records

OSP Engineer Phil Brown

1800 N. Grand River Avenue Lansing Michigan 48906

Phone: (517)999-3213

Fax: (517)999-3993

Email: brown.phil@acd.net

Section 3.3.3 Engineering Contact

Russell Allswede, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)899-5609 Fax: (517)999-3993 Email: Allswede. Russell@acd.net

Section 3.3.4 Construction & Engineering Contact Person

Russell Allswede Directory of Operations

1800 N. Grand River Avenue Lansing Michigan 48906

Phone: (517)899-5609

Fax: (517)999-3993

Email: Allswede. Russell@acd.net

Section 3.1.5 Emergency contact number with 24 hour availability

(517)999-9999 option #1

Exhibit B

The anticipated construction schedule for this will be set for January 26th 2015 through March 1st 2015. This date varies considering and contingent upon many variables such as approval of pole attachment permits, Make Ready adjustments, MDOT permitting, and other required County; Township; or City permitting, as well as weather.

Proposed Anchor Distance from Pole and Direction

Proposed ACD Communications Pole

Proposed ACD NON Communications Pole

Proposed Bore Pit Location

Centerline Marker

Use of Double Dead End

Down Ground

Fiber Count with Segment Number

Fiber Route Description

Fire Hydrant

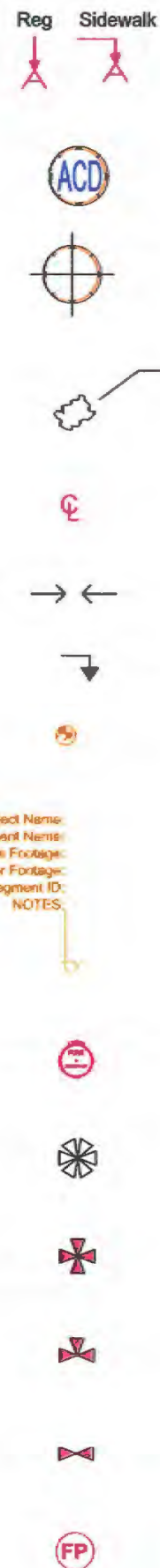
Six way Splice Case

Four way Splice Case

Three way Splice Case

Two way Splice Case

Foreign Pole Indicator



Bore Pit 3'X2'X36"

Project Name:
Segment Name:
Route Footage:
Fiber Footage:
Segment ID:
NOTES:

NON Transformer Joint Use Pole

Transformer Joint Use Pole

Man Hole Cover

Make Ready Symbol with attachment and sag Hights

Over Head Guy Marker

Pole Number Marker

Proposed Riser

TRS Section Corner

Segment Header describing a segment of a project

Storage Loop, Storage footage and Segment

Pole Span Length and Segment ID

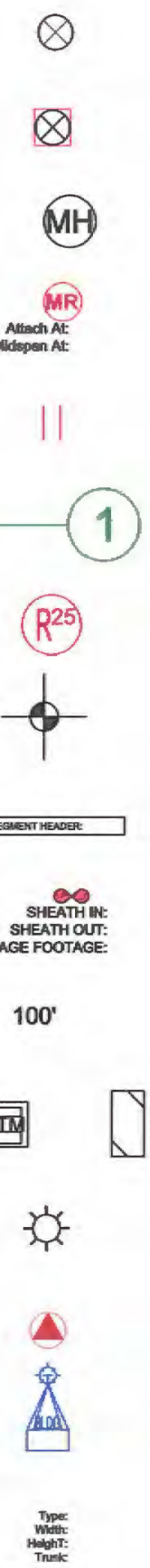
Storm Drain

Street Light

Fiber Termination Point Marker

Communications Tower

Tree and Type Description



Underground Notes

Unused Pole

Unused Transformer Pole

ACD Proposed Vault

Generator with Regen Hut

Location Address

Foliage

Rail Road Tracks

Proposed Underground Fiber

Right Of Way Boundry

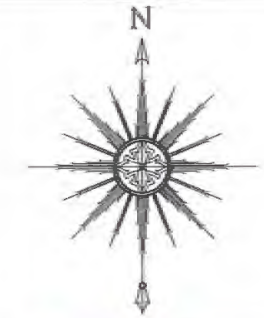
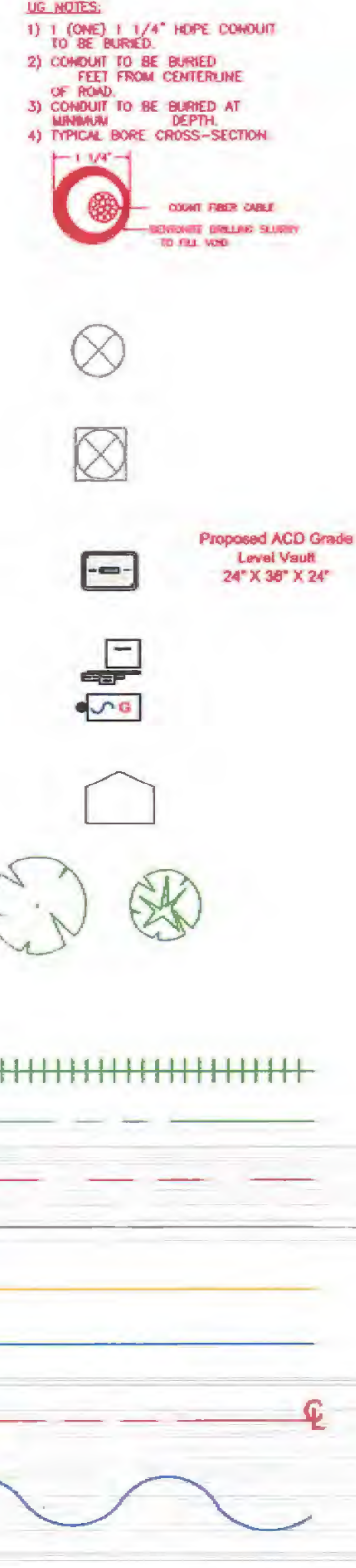
Side Walk and Drive way

Fiber Design Line

Aerial Fiber

Center Line

Water Boundry



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Lansing MI 48906

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MISS DIG
1-800-482-7171

Project Manager

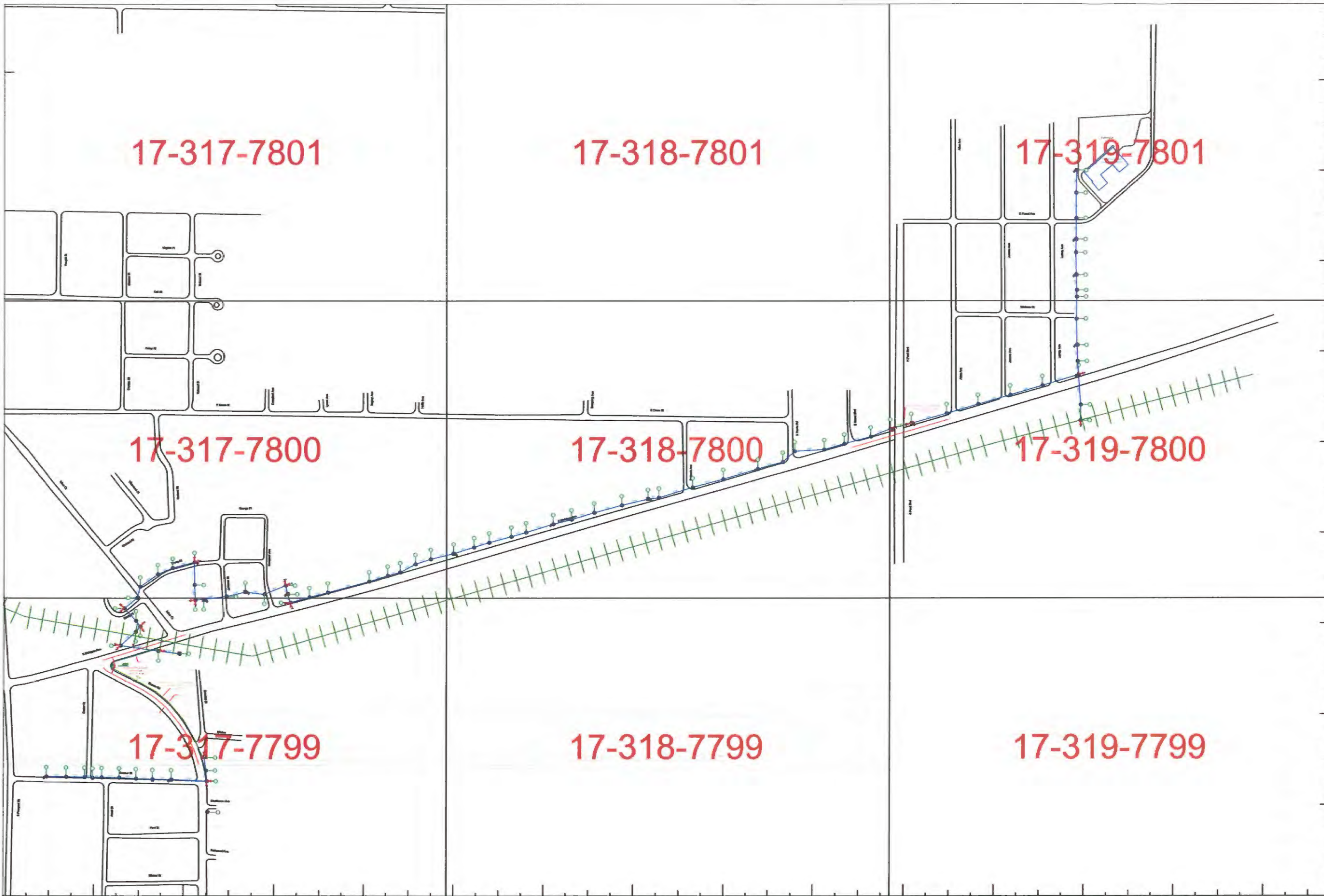
CAD Engineer

Permitting Engineer

Surveyor

SYMBOL SHEET

SCALE: 1" = 200'	TRIS:			
COUNTY:	TOWNSHIP:	CITY:	PROJECT ID:	CUSTOMER NUMBER:



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Lansing MI 48906

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Project Manager

CAD Engineer

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Surveyor

Revisions

REV #	DESCRIPTION	BY	DATE
1	First Road Design		12/17/14

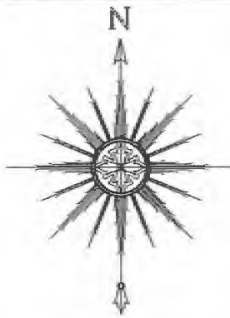
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Remarks:

SCALE: 1" = 200'

COUNTY: TOWNSHIP: CITY: PROJECT ID: CUSTOMER NUMBER:

TRS:



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Project Manager

Josh

CAD Engineer

Josh

Permitting Engineer

SarahAnn

Surveyor

Revisions

REV #	DESCRIPTION	BY	DATE
1	Final Trade Design		12/17/14

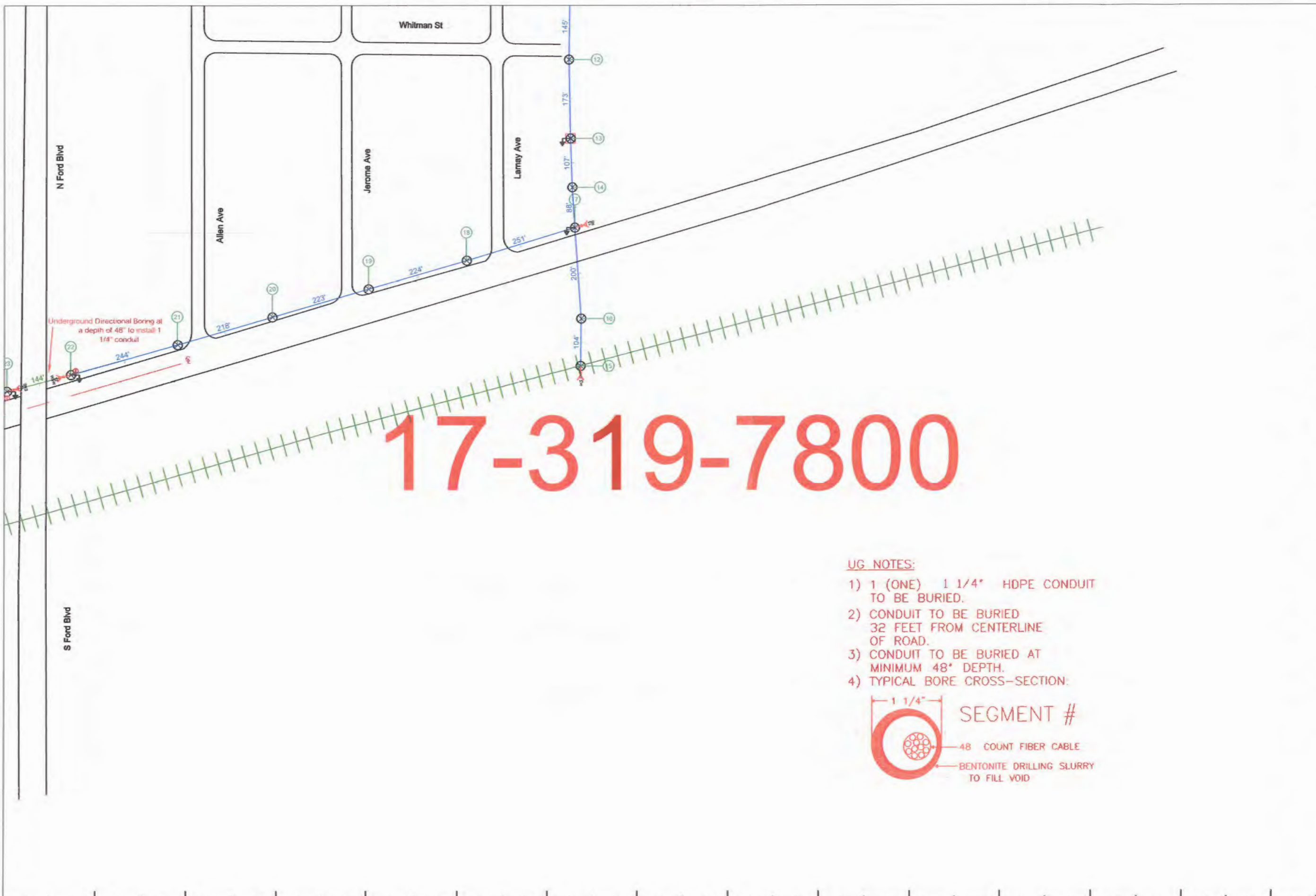
Exhibit: N/A

17-319-7801



Remarks:			
SCALE: 1" = 200'	TRS:		
COUNTY: Washtenaw	TOWNSHIP: Ypsilanti Charter TWP	CITY: Ypsilanti	PROJECT ID:
			CUSTOMER NUMBER: 42456

17-318-7801	17-319-7802	17-320-7801
	17-319-7801	
	17-319-7800	



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Project Manager

Josh

CAD Engineer

Josh

Permitting Engineer

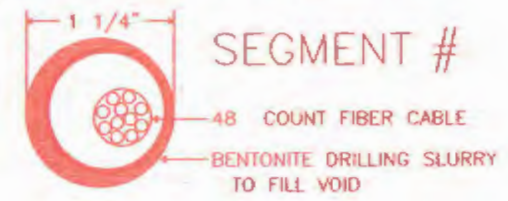
SarahAnn

Surveyor

Revisions

REV #	DESCRIPTION	BY	DATE
1	Final Route Design		12/17/14

- UG NOTES:**
- 1 (ONE) 1 1/4" HDPE CONDUIT TO BE BURIED.
 - CONDUIT TO BE BURIED 32 FEET FROM CENTERLINE OF ROAD.
 - CONDUIT TO BE BURIED AT MINIMUM 48" DEPTH.
 - TYPICAL BORE CROSS-SECTION:



Remarks:			
SCALE: 1" = 200'	TRS:		
COUNTY: Washtenaw	TOWNSHIP: Ypsilanti Charter TWP	CITY: Ypsilanti	PROJECT ID:
			CUSTOMER NUMBER: 42456

Exhibit: N/A

17-318-7800	17-319-7801	17-320-7800
	17-319-7800	
	17-319-7799	



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MISS DIG
1-800-482-7171

Project Manager

Josh

CAD Engineer

Josh

Permitting Engineer

SarahAnn

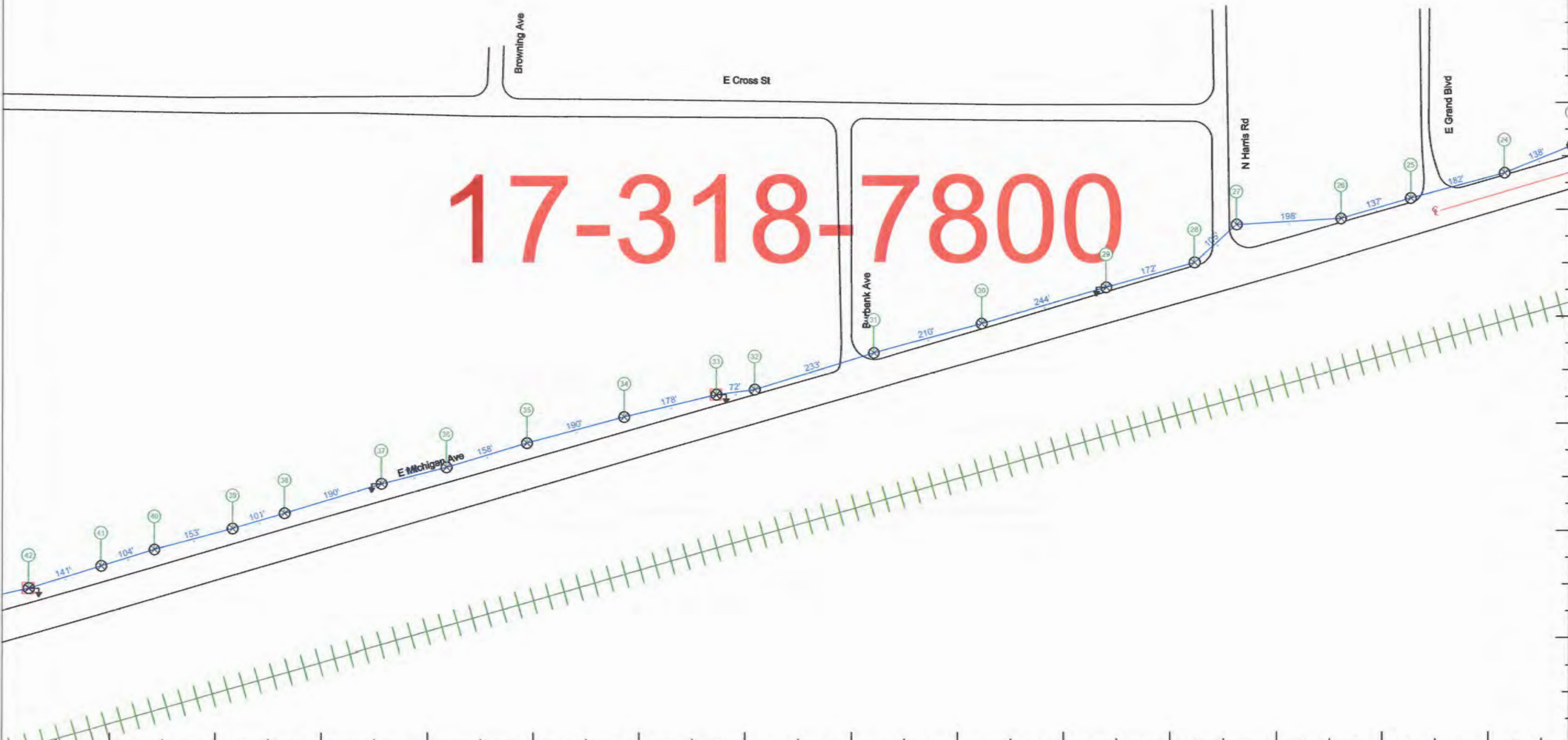
Surveyor

Revisions

REV #	DESCRIPTION	BY	DATE
1	Final Route Design		12/17/14

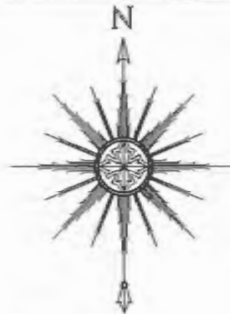
Exhibit: N/A

17-318-7800



Remarks:			
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COUNTY: Washtenaw	TOWNSHIP: Ypsilanti Charter TWP	CITY: Ypsilanti	PROJECT ID:
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17-317-7800	17-318-7801	17-319-7800
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Project Manager

Josh

CAD Engineer

Josh

Permitting Engineer

SarahAnn

Surveyor

Revisions

REV #	DESCRIPTION	BY	DATE
1	First Draft Design		12/17/14

Exhibit: N/A

17-317-7800

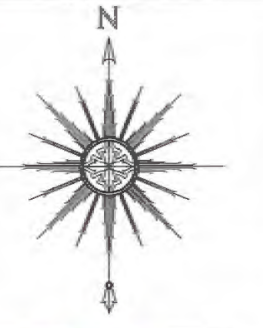
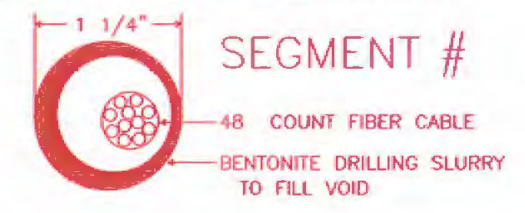


Remarks:		TRIS:		PROJECT ID:		CUSTOMER NUMBER: 42456	
SCALE: 1" = 200'		CITY: Ypsilanti		PROJECT ID:		CUSTOMER NUMBER: 42456	
COUNTY: Washtenaw	TOWNSHIP: Ypsilanti Charter TWP	CITY: Ypsilanti	PROJECT ID:		CUSTOMER NUMBER: 42456		

17-316-7800	17-317-7801	17-318-7800
	17-317-7800	
	17-317-7799	



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Project Manager

Josh

CAD Engineer

Josh

Permitting Engineer

SarahAnn

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Revisions

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Exhibit: N/A

Remarks:			
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			CUSTOMER NUMBER: 42456

17-316-7799 17-317-7800 17-318-7799
17-317-7799
17-317-7798



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AM

DATE (MM/DD/YYYY)

09/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LYMAN & SHEETS INSURANCE 2213 East Grand River P.O. Box 15127 Lansing, MI 48901 Michael G. Sheets	CONTACT NAME: Angela Maldonado PHONE (A/C, No. Ext): 517-482-2211 FAX (A/C, No.): 517-371-4881 E-MAIL ADDRESS: angelam@lymansheets.com PRODUCER CUSTOMER ID #: ACDNE-1																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Federal Insurance Co.</td> <td></td> <td>20281</td> </tr> <tr> <td>INSURER B : The Accident Fund</td> <td></td> <td>10166</td> </tr> <tr> <td>INSURER C : Auto-Owners Insurance Company</td> <td></td> <td>18988</td> </tr> <tr> <td>INSURER D : Westchester Surplus Lines Ins.</td> <td></td> <td>10172</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Federal Insurance Co.		20281	INSURER B : The Accident Fund		10166	INSURER C : Auto-Owners Insurance Company		18988	INSURER D : Westchester Surplus Lines Ins.		10172	INSURER E :			INSURER F :	
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INSURER E :																					
INSURER F :																					
INSURED ACD.Net ACD Telecom KEPS Technologies Inc 1800 N. Grand River Avenue Lansing, MI 48906-3905																					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

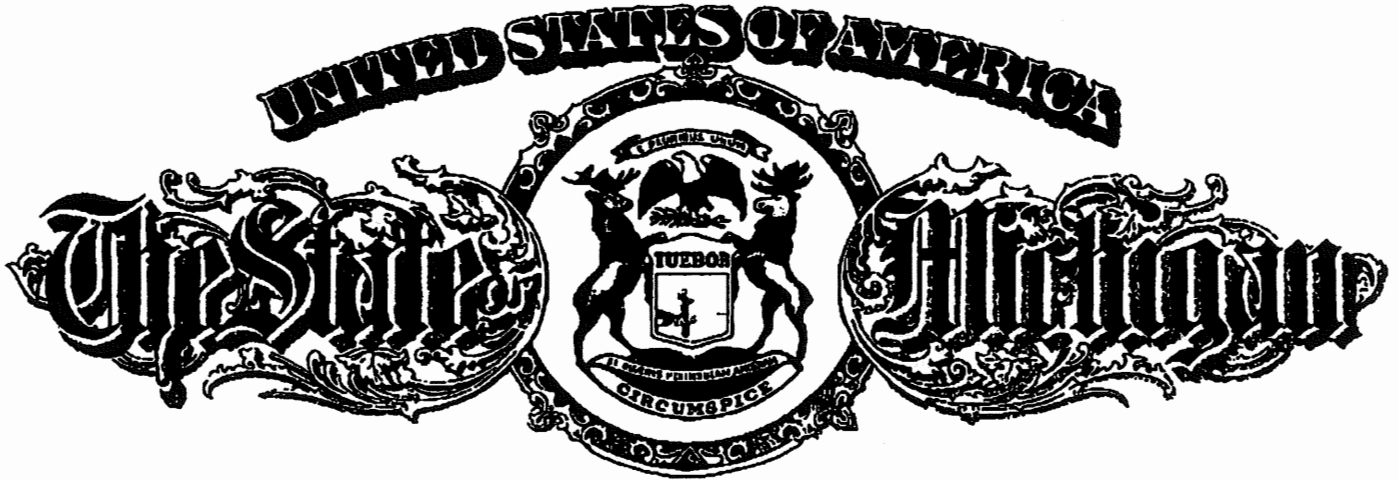
INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY			73583522	02/20/2014	02/20/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73583522	02/20/2014	02/20/2015	PROPERTY DAMAGE (PER ACCIDENT)	\$
C	<input checked="" type="checkbox"/>	UMBRELLA LIAB			4984742700	02/20/2014	02/20/2015	EACH OCCURRENCE	\$ 10,000,000
		<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$ 10,000,000
		DEDUCTIBLE							\$
B	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV6097262	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$ 500,000
								E.L. DISEASE - EA EMPLOYEE	\$ 500,000
								E.L. DISEASE - POLICY LIMIT	\$ 500,000
D		Contractors Pollut			G27442420 001	04/15/2014	04/15/2015	Pollution	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Evidence of Coverage	EVIDENC	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE <i>Michael G. Sheets</i>

Exhibit D
ACORD 25 (2009/09)

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Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

KEPS TECHNOLOGIES, INC.

was validly incorporated on February 14, 1991, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by Facsimile Transmission
537475

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 6th day of February, 2014.

A handwritten signature in black ink, appearing to read 'Alan J. Schefke'.

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau

**DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU
PROFIT CORPORATION INFORMATION UPDATE**

2013

On behalf of the Corporation, I certify that no changes have occurred in required information since the last filed annual report.

Identification Number 537475	Corporation Name KEPS TECHNOLOGIES, INC.
--	--

Resident agent name and mailing address of the registered office
STEVEN E. SCHOEN

MI

The address of the registered office
1800 NCRTH GRAND RIVER AVE

LANSING MI 48906

Describe the purpose and activities of the corporation during the year covered by this report:

Electronic Signature

Filed By STEVE SCHOEN	Title AUTHORIZED OFFICER OR AGENT	Phone
---------------------------------	---	-------

I certify that this filing is submitted without fraudulent intent and that I am authorized by the business entity to make any changes reported herein.

Payment Information

Payment Amount \$ 25	Payment Date/Time 03/29/2013 14:50:34	Reference Nbr 71315 6801 537475 2013
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State of Michigan
John Engler, Governor

Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Public Service Commission

6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909-7721
Telephone: 517-241-6180
Web Site: cis.state.mi.us/mpsc

Commissioners
Laura Chappelle
David A. Svanda
Robert B. Nelson

Basic Local Exchange Service License

I, Dorothy Wideman, Executive Secretary, Michigan Public Service Commission, certify that on January 19, 2000, in Case No. U-12180, the Michigan Public Service Commission granted ACD Telecom, Inc. a permanent license to render basic local exchange service within a specific geographic area, in accordance with the requirements of the Michigan Telecommunications Act, 1991 PA 179 as amended, MCL 484.2101 et seq., and all requirements established by laws, orders, and regulations of the Commission.

I further certify that on December 3, 2001, Commission staff officially approved the tariffs filed by ACD Telecom, Inc. as a precondition to commencing basic local exchange service in the state of Michigan.

This license cannot be sold or otherwise transferred without prior approval from the Michigan Public Service Commission. ACD Telecom, Inc. may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.

Signed and sealed in Lansing, MI
on March 1, 2002.

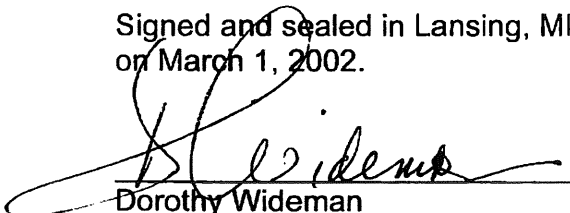

Dorothy Wideman
Executive Secretary

Exhibit G

**METRO Act
Unilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

This permit issued this ___ day of _____, 20__ by Ypsilanti Charter Township

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's Manager or his or her designee.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean Ypsilanti Charter Township , a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean **KEPS Technologies Inc. dba ACD.net and ACD Telecom, Inc.** organized under the laws of the State of Michigan whose address is 1800 N. Grand River Avenue Lansing MI 48906.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.
- 2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.
- 2.2 Overlapping. Permittee shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is Phil Brown, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-3213 Fax: (517)999-3993 Email: brown.phil@acd.net.
- 3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Phil Brown, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-3213 Fax: (517)999-3993 Email: brown.phil@acd.net.
- 3.1.3 The name, title, address, e-mail address and telephone numbers of

Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Russell Allswede, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)899-5609 Fax: (517)999-3993 Email: Allswede.Russell@acd.net.

3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Russell Allswede, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)899-5609 Fax: (517)999-3993 Email: Allswede.Russell@acd.net.

3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency is (517)999-9999 option #1.

3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions

as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.
- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public

Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.

4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals

from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.
- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.
- 4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice

to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).
- 6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 5 years from the Date of Issuance; or
- 7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or

- 7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and

expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and

conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

- 11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

- 12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to

Ypsilanti Charter Township, ATTN: Bldg Dept., 7200 S. Huron River Dr, Ypsilanti, MI 48197

12.1.2 If to Permittee, to Kevin Schoen, KEPS Technologies, Inc dba ACD.net and ACD Telecom, Inc., 1800 N. Grand River Avenue, Lansing, Michigan 48906 Phone: (517) 999-9999 Fax: (517) 999-3993 Email: Schoen.kevin@acd.net.

- 12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

- 13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.

- 13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

- 13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such

determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

- 13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.


By: _____

Its: _____

Date: _____

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

KEPS Technologies Inc. dba ACD.net and ACD telecom, Inc.



By: KIRK Shewchuk
Its: CFO
Date: 12/17/14

MICHIGAN ALL-STARS

Mailing Address:
2080 Whittaker Rod
Ypsilanti, MI 48197

Phone: (734) 255-4680

VIA E-MAIL (lgarrett@ytown.org)

January 8, 2015

Ypsilanti Township
Clerk's Office
7200 S. Huron River Drive
Ypsilanti, MI 48197
Attn: Karen Lovejoy Rowe

RE: Michigan All-Stars - Request for Local Governing Body Resolution

Dear Ms. Lovejoy Rowe:

We respectfully write and request that the attached Local Governing Body Resolution for Charitable Gaming License is put on the agenda for consideration at the next Board of Directors meeting for Ypsilanti Township.

Michigan All-Stars is a 501(c)(3) organization, with the sole purpose of providing a youth sports program, namely track and field based in Ypsilanti, Michigan. Our teams are comprised of young people between the ages of 6-18 who participate in a number of established amateur track and field leagues throughout the Midwestern United States and nationally, including, but not limited to Amateur Athletic Union (AAU), USA Track and Field (USATF), and the Michigan Indoor youth Series.

Many of our youth are underprivileged and are unable to afford the various fees required to participate in the program and various events. We are applying for a Charitable Gaming License through the State of Michigan as a means to offset costs to our athletes and their families by raising funds to pay for facility rentals, track meet fees, lodging and transportation, uniforms, and other administrative costs.

We respectfully ask that the proposed Resolution is considered at the next Board of Directors meeting on January 20, 2015.

Please feel free to contact us if you have any questions.

Sincerely,



Radford Greaves
President
MICHIGAN ALL-STARS

RESET

PRINT



State of Michigan
Michigan Gaming Control Board
Office of the Executive Director
P.O. Box 30788
Lansing, MI 48909
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: MillionsReparty@michigan.gov
www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
called to order by _____ on _____
DATE
at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____
that the request from **Michigan All-Stars** of **Ypsilanti**,
NAME OF ORGANIZATION CITY
county of **Washtenaw**, asking that they be recognized as a
COUNTY
nonprofit organization operating in the community for the purpose of obtaining charitable
gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 13 2014

MICHIGAN ALL-STARS

Employer Identification Number:
68-0670663
DLN:
17053004753004
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Effective Date of Exemption:
May 15, 2011
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a private foundation within the meaning of section 509(a) of the Code. You are required to file Form 990-PF annually.

Please see enclosed Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PF

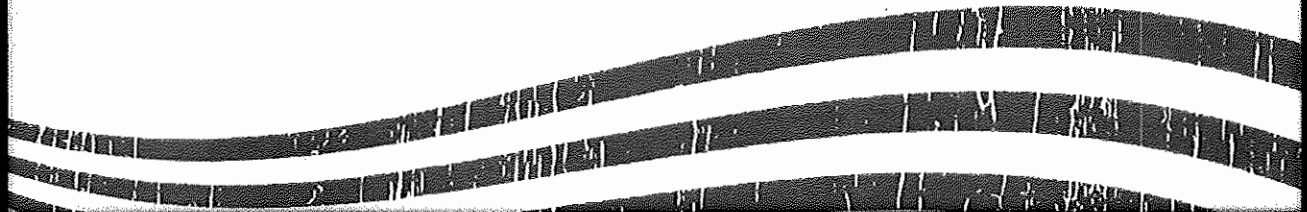


All-Time All-Star Performance Accomplishments

Within the last 6 years the Michigan All-Stars have:

*not only gotten 97.7% of their 41 graduating Seniors into college,
but doing so on either Academic and/or Athletic full or partial Scholarships!*

- * **Jr. Olympic Champions** in the 200m Dash , (Women's 17 & 18 year Old Division in 2013)
- * **Jr. Olympic Champions** in the 100m Dash , (Women's 17 & 18 year Old Division in 2013)
- * **Indoor State Champions 2014**
 - 1) 200m Dash Women
 - 2) 200m Dash Men
 - 3) 400m Dash Men
 - 4) 4x200m Dash Mens
 - 5) 4x400m Dash Mens
- * **Four Straight** Indoor State Championships in the 200m Dash (2011, 2012, 2013 & 2014)
- * **Fastest** 4x200m Relay Team Time in High School History in the State of Michigan (2011 1:28.41)
- * **Fastest** High School 4x200m Relay Team Time in History in EMU's Bowen Field House (2011 1:29.39)
- * **51** National Championships (Indoor & Outdoor combined)
- * **15** Indoor State Championship in the Michigan Indoor Track Series (MITS)
- * **14** National & State Combined Relay Championships
- * **12** Youth State Championships in Michigan Indoor Youth Series (MIYS)
- * **11** National Records in AAU Track & Field
- * **8** National Records in USATF Track & Field
- * **7** Records have been broken in (MITS, 1 Current)
- * **6** Outdoor State Championships while representing their individual High Schools in the (MHSAA)
- * **5** High School All-American (New Balance Indoor Nationals New York City)
- * **3** Youth Records in the Michigan Indoor Youth Series (MIYS)
- * **2** Records at the High School New Balance Indoor Nationals in New York City
- * **1** National Track Meet MVP Award



STATE OF MICHIGAN



SPECIAL TRIBUTE

To

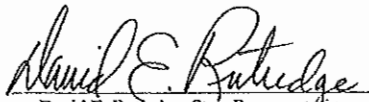
Michigan All-Stars AAU Track and Field Club

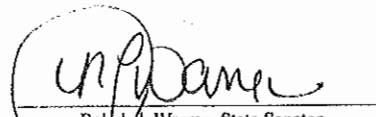
LET IT BE KNOWN, that we honor the youth of Michigan All-Stars AAU Track and Field Club, Coach Rad Greaves and the parents of the All-Stars for their dedication and participation in the 2013 AAU Junior Olympics and their representation of the communities of Ypsilanti and Ann Arbor. We are happy to take this opportunity to express our gratitude to Coach Greaves for his leadership on the part of both the athletes and the community as a whole, and to the youth themselves for their persistence and commitment to strive for greatness.

As a non-profit organization, the Michigan All-Stars AAU Track and Field Club was established in 2007 with a goal of giving youth in the Ann Arbor and Ypsilanti area another outlet in life. The organization strives to make sure each child walks away with valuable life skills that allow them to succeed in all facets. Hard work, academics and persistence are all core values of the club, all the while continuing their long history of winning. The Club has turned out stellar athletes from area high schools, showing great success in both indoor and outdoor events.

The All-Stars have had a phenomenal year in national events, particularly the Junior Olympics, held in Ypsilanti, Michigan during August of 2013. The final day of the games was held on their home track at Eastern Michigan University, where the All-Stars had a fantastic showing and qualified a great number of their athletes, literally running away with two national championships.

IN SPECIAL TRIBUTE, therefore, this document is signed and dedicated to recognize the talent and skills of the youth involved, the leadership of Coach Rad Greaves and the parents of the Michigan All-Stars AAU Track and Field Club for their representation of our great state and community in participating and winning championship titles at the 2013 AAU Junior Olympics. We join with the communities of Ypsilanti and Ann Arbor in thanking the entire All-Star team in their effort to strive for perfection and their commitment to making their communities better every day.


David E. Rutledge, State Representative
The Fifty-Fourth District


Rebekah Warren, State Senator
The Eighteenth District


Rick Snyder
Governor



The Ninety-Sixth Legislature
At Lansing
Tuesday, September 24, 2013



Ypsilanti's Savannah Roberson wins pair of AAU National Track Titles

By KYLE AUSTIN Sports Reporter

2 Comments

Posted on Sat, Aug 3, 2013 : 9:30 p.m.



Savannah Roberson won the 100-meter and 200-meter dashes Saturday.

Courtesy Sacco | AnnArbor.com file

On the final day of the AAU Junior Olympic track competition at Eastern Michigan University, a local runner stole the show.

Savannah Roberson of Ypsilanti took home both the 100-meter and 200-meter dash titles Saturday at Rynearson Stadium. She is the only local runner to take home a national running title during the weeklong event.

Roberson ran an 11.86 100-meter dash, edging out **Taylor Andersen** of Brooklyn Park, Minn., by two hundredths of a second.



Savannah Roberson poses with her gold medal and former Olympian Tyson Gay.

Courtesy of Rad Greaves

Later in the afternoon, she increased her margin of victory in the 200. Roberson ran a 23.89, the top time by more than a tenth of a second.

Roberson will start her senior year at Lincoln High School in the fall. She trains down the road from Rynearson Stadium with the Michigan All-Stars track club.

Multiple other area runners competed in the 11-day junior Olympics. Complete results are now available at the Junior Olympics web site.

Michigan All-Stars track and field club serves as haven but may soon be homeless

By KYLE AUSTIN Sports Reporter
ANN ARBOR, Mich. (AP) — 5:59 a.m.



The Michigan All Star Track & Field Club eat a pasta dinner during their last practice before the AAU Junior Olympics.

Courtney Sacco | AnnArbor.com

Behind the yellow-and-orange painted door at 725 North Huron Drive in Ypsilanti, the best collection of sprinters in Washtenaw County trains under a leaky roof, in a dimly lit, poorly ventilated warehouse space.

A 20-yard, three-lane track and a smattering of mismatched weight training equipment comprise the headquarters of the Michigan All-Star Track and Field Club. Flood lights chase away the darkness. Scores of medals hang from the ceiling and walls, alongside red, white and blue decorations and exposed insulation.

At 6:30 p.m. last Thursday, Radford "Rad" Greaves stood at the center of what he had built, barking out instructions while wearing yellow pants stained with paint and a white shirt - attire left over from his day job as a roofer.

Training was dialing down and the focus was ramping up as the club's best runners geared up for the AAU Junior Olympics, being held the following week just down the road at Eastern Michigan's Rynearson Stadium.

- **Photo Gallery:** Images of the Michigan All-Stars track and field club in Ypsilanti

But taking away from that focus was a fact that everybody knew and nobody was talking about: their days in the makeshift-but-beloved training center could be numbered.



In a room lit with by floodlights. Michigan All-Stars assistant coach Derek Hunt trains with the teams younger members. Courtney Sacco | AnnArbor.com

Greaves found out last year that the building's owners are planning to redevelop the old warehouse -- all the tenants would need to find new space. He was able to keep the news secret through the winter indoor track season, but by last week everybody knew. When the junior Olympics wrap up Saturday, runners will take a few weeks off before starting preparation for the winter track season and Whether or not they will have a building to come back to is an open question.

The All-Stars need a large enough space to train high-end sprinters, a low enough rent to fit its small budget and a location that can serve its many members who don't have reliable transportation.

Nearly a year of searching hasn't produced any viable options, and the notice to vacate could be coming at any time.

Without a training facility, an uncertain future lies ahead for a track club that's been one man's life's work and a haven for dozens of young athletes.

"If they came and said 'You've got to get out of here today', I'd be putting stuff out in fields in my brother's house in Saline," Greaves said. "I have absolutely nowhere to put this stuff. I'm just begging and pleading that we get through this week."

Humble Beginnings

That cold winter day in Ypsilanti two decades ago still stands out stark in Greaves' mind. Then an eighth grader, Greaves was helping his father repair the roof of a factory just down the street from 725 North Huron. Together during a break from work, they found themselves looking through a window into the office of John Barfield.



Michigan All-Stars track and field club members London Renfroe, left, and Duane Boyd arrived more than an hour early for a recent practice to mop up water after rain flooded the team's indoor facility. Courtney Sacco | AnnArbor.com

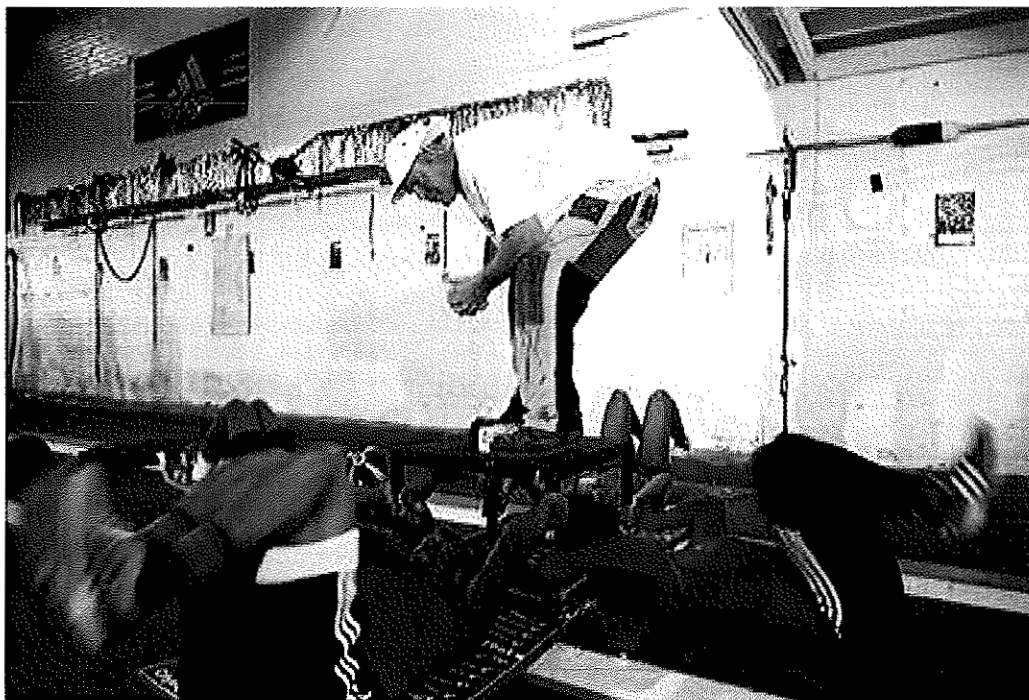
An Ypsilanti native, Barfield had ascended from custodial work to become a wealthy local businessman. On his desk that afternoon sat a Harvard mug -- one of his sons went to school there. It provided a potent teaching moment.

"Education is the key out of this man," Greaves' father told him as they looked into the office. "I know you don't want to be doing this your whole life. You've got to get the education."

"To this day, that image burns in you," Greaves says now. "And how ironic, here I am"

Greaves took his father's advice, and went on to get a degree in education from Eastern. But after he couldn't find work in education in the late 1980's, he found his way into the professional motorcycle racing circuit for more than a decade.

There, he learned several lessons he passes on to his athletes now: perspective, learned when he saw a good friend die during a warm-up lap, and focus, from when he crashed while trying to impress a high-level Suzuki executive in a test race.



Coach Rad Greaves trains with his oldest Michigan All-Stars sprinters during a Friday evening session. Courtney Sacco | AnnArbor.com

"I can't think of anything where I haven't been able to draw an analogy of it," Greaves said of his motorcycle racing.

When he returned home to Ypsilanti, the education jobs once again weren't there, so he got back into the roofing business. To help his stepson Omar, he became an assistant football coach at Pioneer. That eventually led to track, and he took over the Michigan All-Stars in 2007.

Sending a Message

Now, he spends most of his days just a few buildings down from where he worked on the roof decades ago. At 725 North Huron, the same message his father gave him is being delivering to the waves of young athletes who come through his door each year -- some of whom had grandparents who worked in the same factory the Michigau All-Stars are now based out of.

"My whole deal is to get these kids into college," Greaves said.



Many of those athletes face an uphill climb there. According to the statistics Greaves keeps, more than 60 percent of his team members come from households with income below \$30,000 a year. Only a quarter of them live in two-parent households.

Greaves said he often takes on the role of a second parent as does his assistant coach, Derek Hunt. He stays in close contact with his athletes' coaches and teachers, making sure their grades are in line and they stay out of trouble.

With the help Greaves, the rest of the Michigan All-Stars staff and the athletes' parents, 96 percent of those who have come through the program have attended college.

"Instead of going out every night, sometimes on Fridays and Saturdays when there was other stuff and we wanted to be with our friends, Rad would make sure we were in here," said former Ypsilanti runner Andrew Hunt, Derek's son. "At the time, it's not something we wanted to do, but in the long run it definitely helped, keeps you out of trouble."

The older athletes know that's a result of Greaves's dedication. He's the type to get excited after a good race and take the whole team out to dinner, or take in a runner who's been kicked out of his home.

"He has given his entire life to this," said former Father Gabriel Richard runner Nick Donnellon. "If that doesn't tell you what kind of person Rad is, he takes so much pride in these kids and them doing well and seeing their futures grow, regardless of if his future grows. It's the most selfless thing."



"Where are we going to work out? We can't all get Planet Fitness memberships. It's an asset that has blessed the team to get it to where it is now" -- Austin Sanders, 2012 MHSAA Division 1 100- and 200-meter dash champion. Courtney Sacco | AnnArbor.com

Austin Sanders, who won Division 1 state titles in the 100- and 200-meter dashes as a senior at Ypsilanti High School, was one of two runners who have lived with Greaves. With a tough family situation at home, Sanders stayed with Greaves in Ann Arbor while attending Ypsilanti High School as a senior. He's now a member of the Michigan State track and field team.

Sanders first joined the All-Stars in 2007, when the club used space at Eastern Michigan but had no home of its own. Sanders often returns to help coach.

If the building goes away, the club will continue on, but what's allowed the All-Stars to grow is their focus strength training and their video and mental work, done in a classroom built on the second floor of the facility.

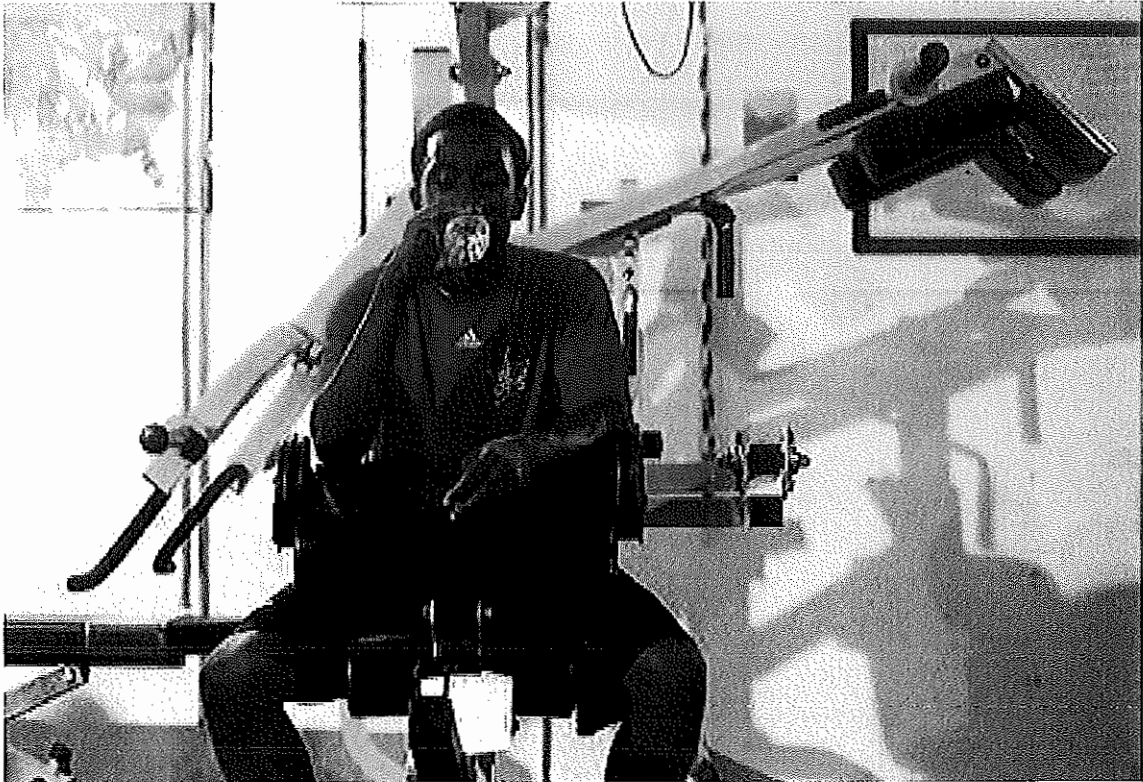
Sanders often picked up a hammer after practice to help build the facility. It may be cobbled together, but it's a sanctuary for those who have found it. Sanders knows as well as anyone what the loss of the building could mean.

"Without this building, I know for a fact it was going to be a struggle to make it as successful as it was before," Sanders said. "Where are we going to work out? We can't all get Planet Fitness memberships. It's an asset that has blessed the team to get it to where it is now."

Sacrifice

Greaves was just hours away from delivering the news he had been dreading when he got the call that saved the season.

His team had been training for four months to compete at the AAU Indoor Nationals in New York, but a few weeks before the meet, donations had dried up, and there was no money to transport the team across the country.



Tyrone Coleman, 17, takes a water break during a strength training exercise during a recent Michigan All-Star track and field club practice. Courtney Sacco | AnnArbor.com

Just before Greaves was set to tell his team in late February, he got a call from Barfield, who had become one of the club's benefactors. A last-second donation was made, and the team's trip to New York was saved.

"It's just like somehow, someway the big daddy upstairs is looking out for us," Greaves said.

The All-Stars were able to finish the winter season, but the financial situation has stayed tenuous. When Greaves took over the All-Stars in 2007, the club was funded by a grant from Kellogg's. That money stopped flowing two years ago.

Since then he's been cobbling together funding from a variety of sources, including an equipment deal with adidas that saves the club \$10,000 per year, Greaves said. But he's always searching for a more stable funding source.

All-Stars members pay \$300-\$350 in dues per season. That's a fraction of what other track clubs throughout Michigan charge, Greaves said, but many of his athletes still need scholarships. He has them perform community service or sweep up his construction sites and calls it even.

At his day job, matters haven't been much better. Greaves specializes in high-end copper and slate roofing, where the volume of jobs is lower but the margins are higher. But in the economic downturn, the demand for high-end roofs plummeted, and business dried up.



COURTNEY SACCO | AJNAREOR.CO
Coach Rad Greaves keeps an eye on his Michigan All-Star Track & Field Club athletes during a recent Friday evening training session at the club's facility in Ypsilanti.

The housing downturn combined with his time commitment to the growing track club - he trained 40 athletes in the winter and 20 in the summer this past year -- has dealt a blow to his finances. He's had to downsize into a smaller home, and admits the arrangement has been a strain on his marriage.

Earlier this summer, a friend sent Greaves a job posting about an open track coaching position at Eastern Michigan. Greaves admits the thought of a regular salary went the wheels were turning in his head.

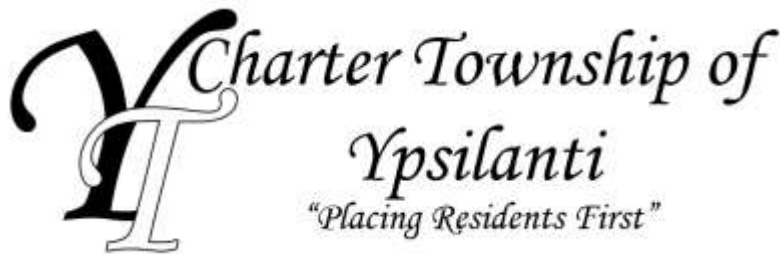
But he isn't ready to give up on "his calling."

"I don't want to give up on this until I'm done," Greaves said. "I ain't got no money and it is what it is. I guess I'm just working to see how things work."

But the junior Olympics finish Saturday. The hunt for a new home and money for a new season will be back on.

"I know some people are like 'You're really riding this to the bones and to the last edge', and maybe that's the motorcycle racer in me," Greaves said. "Or is that just, I don't want to give up on the kids. I just figure I'll just ride it until the last second."

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



Office of Community
Standards

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

Memorandum

To: Township Board of Trustees
From: Joe Lawson, Planning Director
Date: January 12, 2015
Re: Proposed Amendment to PD Stage II Final Site Plan Associated
with the Burning Bush Church of God; 770 James L. Hart Parkway

Please be advised that on November 25, 2014, the Planning Commission held a public hearing to consider the proposed amendment to the previously approved PD Stage II final site plan associated with Burning Bush Church of God in Christ located at 770 James L. Hart Parkway to permit the construction of a 22,100 square-foot addition upon the existing 26,000 square-foot facility. As you may recall, in July of 2011, the Board approved a request to amend the PD Stage II Final Site Plan and Development Agreement to permit the change of use of the property from an automobile dealership to a Church use; please be advised that the following recommendation was entered into the record:

Motion: by Peterson to recommend approval to the Board of Trustees the request of the Burning Bush Church of God in Christ to amend the PD Stage II Final Site Plan dated September 26, 2014 and prepared by Mr. Brandon Walker, P.E. proposing the construction of a 22,100 square-foot nonresidential addition in relation to the existing 26,000 square-foot church facility located at 770 James L. Hart Parkway, parcel K-11-17-361-005 and K-11-17-361-021 with the following conditions:

- 1. All issues noted within the Planning Department Review dated November 12, 2014 shall be resolved prior to consideration by the Board of Trustees.*
- 2. The applicant shall agree to install high definition security cameras on the exterior of the building and parking lot areas. All video footage shall be made available to law enforcement personnel for the purpose of crime investigations and shall further be available for not less than 30-days from the date of recording.*
- 3. All issues noted by the Township reviewing agents shall be resolved prior to final approval.*

Support: Eldridge

Motion Carries – All

Burning Bush Recommendation
January 12, 2015

With that said, as stated within section 1922 of the Township Zoning Ordinance, where the township Office of Community Standards determines that a requested amendment to the approved site plan is determined to be “major” as defined within said ordinance, the applicant shall submit the appropriate application and amended site plan to the Township Planning Commission and Board of Trustees for review and consideration per the procedures outlined within section 1919 of the township zoning ordinance.

Pending the resolution of all outstanding items noted with the November 12, 2014 staff report as is generally the case during the final engineer review phase, it is the recommendation of staff that the Township Board of Trustees approve the recommended amendment to the PD Stage II Final Site and attached said plan to the Development Agreement originally executed on June 16, 1998 to permit the construction of a 22,100 square-foot addition on to the existing 26,000 square-foot facility with the conditions contained within the Planning Commission’s recommendation dated November 25, 2014.

If I can be of any further assistance, please do not hesitate to contact me.

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



**Office of Community
Standards**

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

November 12, 2014

Mr. Brandon Walker
Midwestern Consulting LLC
3815 Plaza Drive
Ann Arbor, MI 48108

Subject: Preliminary Site Plan Review – Burning Bush International Ministries – 770 James L. Hart Parkway – Plan dated September 26, 2014 and received October 15, 2014.

Dear Mr. Walker:

Please be advised that this office has reviewed the plans for the proposed **Burning Bush International Ministries addition** in accordance with the procedures established by the Charter Township of Ypsilanti's adopted ordinances and applicable Michigan Law. The plan indicates the construction of a 22,100 square-foot addition upon the existing 26,000 square-foot worship facility. The 9.15 acre subject site, located at 770 James L. Hart Parkway, is currently zoned PD Planned Development and is further identified by parcel numbers K-11-17-361-005 and K-11-17-361-021.

Summary of Comments

The following list briefly summarizes the issues that must be addressed on the plans. As appropriate, a more detailed discussion follows in this letter or in documentation attached hereto.

1. As this property is currently zoned PD (Planned Development) and per section 1922 of the Township zoning ordinance, the proposed plan will be reviewed and considered by the Township Planning Commission and the Township Board of Trustees.
2. Exterior material samples must be presented to the Planning Commission for approval.
3. All review comments provided by all Township reviewing agents shall be resolved prior to final site plan approval.
4. It is strongly recommended that your office contact the Washtenaw County Water Resources Commissioner's office to discuss site compliance with the newly adopted stormwater regulations.

Plan Details

Certain details are required to be included on every site plan. Please address the following detail deficiencies in revised plans:

1. Sample boards and color renderings shall be provided to the Planning Commission and Township Board for review and consideration.
2. Please indicate the type of exterior materials to be used. Please refer to section 2125 of the Township Zoning Ordinance for guidance.
3. Due to the current configuration of the property, an application will need to be submitted to the Township Assessor's office in order to perform a combination of the two parcels.
4. Please indicate the location and type of material to be utilized for the construction of the trash enclosure, split faced block is recommended.
5. Please include the proposed building floor plan in order to verify the provided parking calculations.
6. Please provide a lighting layout and photometric plan for all exterior lighting.
7. It is recommended that high-definition security cameras be installed on the exterior of the building and parking lot. Furthermore, it is recommended that such a security system maintain all video footage for not less than 30-days and be made available to any qualified police agency upon request.
8. Please indicate the location of any proposed HVAC units. All roof top or ground mounted units shall be screened from the public view.
9. Please include the parcel identification numbers within the plan set.

Site Infrastructure

The infrastructure plans for the site have been reviewed in accordance with established procedures. The Township's consulting engineer, OHM, will provide comments prior to detailed/final engineering review.

Site Design Issues

We have considered the proposed building layout, required yard areas and setbacks from property lines, pedestrian access, site lighting and traffic circulation patterns on the site. Please address the following issues:

1. The drive isle located near the southwest corner of the proposed addition is indicated at a width of 23.2-feet as opposed to the required 24.0-foot width for two way traffic. Please revise the site layout or circulation pattern in order to meet this drive isle width requirement.

Parking, Loading and Traffic Circulation

Please address the following concerns related to proposed parking, loading and traffic circulation on the site:

1. Please include a note outlining the total number of parking spaces that are proposed after the construction of the proposed addition.

Site Landscaping

Please address the following concerns related to the proposed landscaping on the site:

1. Currently you are proposing the installation 8 red pine trees as part of your landscape plan. Should you wish to plant Red Pine, it is recommended that these trees be planted away from any parking area as sap may damage cars parked in close proximity.
2. Note “12” on sheet 5 indicates that “All landscape areas shall be provided with a readily available water supply”. Township Ordinance section 2108.3b requires that all landscaped areas be provided with irrigation. Please note how the landscape areas will be irrigated.

Other Agency Reviews and Comments

Plan reviews are coordinated with other agencies involved in approving plans for development. Typically those other agencies may include one or more of the following entities:

1. Washtenaw County Road Commission
2. Washtenaw County Water Resources Commissioner
3. Ypsilanti Township Fire Marshal
4. Ypsilanti Community Utilities Authority (YCUA)
5. Orchard, Hiltz and McCliment – Twp Engineer

Sincerely,



Joseph Lawson
Planning Director

cc: Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Ron Fulton, Building Director
Vic Chevrette, Fire Marshal
W. Douglas Winters, Attorney
Scott Westover, P.E., YCUA
Matt Parks, P.E., OHM

Charter Township of Ypsilanti Fire Department
Bureau of Fire Prevention
222 South Ford Blvd.
Ypsilanti, Michigan 48198

.....
Site Plan Review Report
.....

Date: 30 October 2014
Business Name: Burning Bush Church
Business Address: 770 James L. Hart Pkwy. Ypsilanti, MI 48197
Contractor: Midwestern Consulting, 3815 Plaza Dr. Ann Arbor, MI 48108
Applicable Codes: International Fire Code 2009, NFPA 13 and NFPA 72.
Reviewed By: Victor G. Chevrette, Fire Marshal
Plans Dated: 9/26/14
Job No: 14166

.....
Review Comments and Requirements
.....

1. Addition required to meet IFC 2009, NFPA 13 and NFPA 72.
2. Relocation on new fire hydrant must meet the requirements and specification of Ypsilanti Communities Utilities Authority.
3. Parking Area and Driveway areas must meet the requirement for Fire Apparatus Access road weighing 80,000 lbs.
4. Plans for NFPA 13 (Fire Sprinkler System) must be reviewed and approved by Fire Marshal.
5. Plans for NFPA 72 (Fire Alarm System) must be reviewed and approved by Fire Marshal.

.....
Status of Plans:

- Approved as submitted – pending field inspection and final testing
 Approved conditionally – see remarks
 Denied – see remarks

Remarks: Copy of "Floor Plan" must also be submitted.

.....
Respectfully submitted,



Victor G. Chevrette, Fire Marshal
Charter Township of Ypsilanti Fire Department

One (1) set of these plans will be retained by the Fire Department, one (1) set forwarded to the mechanical inspector; three (3) sets are available for pick up with the permit.

October 30, 2014

CHARTER TOWNSHIP OF YPSILANTI

Office of Community Standards

7200 S. Huron River Drive

Ypsilanti, Michigan 48197

Attention: Mr. Joe Lawson
Planning Coordinator

Subject: PD Preliminary Site Plan Review #1
Burning Bush Church of God—770 James L. Hart Pkwy

Dear Mr. Lawson:

We have reviewed the plans for the proposed Burning Bush Church of God located at 770 James L. Hart Parkway. The plans call for parking lot improvements, a 22,100 sq-ft building addition, and improvements to existing underground utilities.

The plans were reviewed by this office with respect to the Ypsilanti Township Engineering Standards. At this time, the plans are recommended for preliminary site plan contingent on the following site plan comments being addressed. Also we have provided detailed engineering comments for the applicant's use in preparing a detailed engineering submittal. All of the following comments shall be addressed prior to submitting plans for a detailed engineering review:

SITE PLAN COMMENTS:

1. The site is showing an overall net reduction in impervious surface. While we generally do not require preliminary calculations on a site plan if the overall impervious area is being reduced and there is an existing storm water management system on site, we would like the applicant to acknowledge that pretreatment and other opportunities for infiltration shall be identified. Storm water management calculations for the improved areas shall be included in detailed engineering to verify the detention is sized adequately and that any planned pretreatment and BMPs are also correctly integrated into the final design. Areas that are not being improved and utilize existing detention do not need to be altered. The applicant is encouraged to call this office so this can be discussed further or set up a meeting with Ohm at the OCS office at the Township.
2. Calculations should be provided for the required parking spaces for the existing building and proposed addition. Plans should also provide handicap accessible requirements.
3. AutoTurn should be provided to ensure the revised parking lot is maneuverable for the largest vehicle accessing the site (i.e. fire truck, etc.); in particular, the southwest corner of the parking lot, adjacent to the existing detention basin.
4. The Township Building Department shall review and approve the utilization of the sanitary sewer lead proposed under the proposed building. We recommend that this is relocated.
5. Plans indicate existing light poles to be removed in the northwest portion of the site. If new light poles are to be placed, it should be shown on the plans.
6. A detail for the proposed sign at the boulevard entrance should be included in the plan set.



DETAILED ENGINEERING COMMENTS:

7. Spot elevations should be included in the plan set for the proposed changes in the parking lot. In addition, spot elevations should be provided for the additional handicap parking stalls and adjacent sidewalk to ensure it meets current ADA guidelines.
8. The existing water main easement will need to be abandoned where removed.
9. Clarification is needed for the proposed handicap ramp leading to the parking lot travel lane. It is recommended this be relocated or some other alternative proposed to meet current ADA guidelines.
10. Detailed storm water calculations and pipe calculations will be needed for detailed engineering. This will include profiles with the HGL plotted within the pipe.
11. Landscaping should not be proposed on top of underground utilities. Plans should be modified to ensure underground utilities are accessible.
12. The landscaping plan should clearly delineate existing plants from proposed plants. In addition, it appears there are existing plants that are not shown on the plans.

The following is a listing of the permits and other outside agency reviews that will likely be required for the construction of this plan. Copies of all permits and outside agency reviews and/or waiver letters shall be sent to the Ypsilanti Township Office of Community Standards Department, and Orchard, Hiltz, and McCliment (Email: jessica.howard@ohm-advisors.com).

- ▶ The sanitary sewer and drinking water improvements will require the review and approval by YCUA. The sanitary sewer lead will need to be reviewed and inspected by the Township building department.
- ▶ The storm water management system MAY require the review and approval of the Washtenaw County Water Resources Commissioner's Office.
- ▶ A soil erosion and sedimentation control permit shall be secured from the Ypsilanti Township Office of Community Standards.
- ▶ The Ypsilanti Township Fire Department shall review the plan with regards to circulation and all fire protection aspects.
- ▶ The Township's Planner will inspect the landscaping for this site.
- ▶ Record plans shall be provided to the Township Engineer, following the completion of construction of all project phases.

Should you have any questions regarding this matter, please contact Jessica Howard or Matt Parks at (734) 522-6711.

Sincerely,

OHM Advisors

Matthew D. Parks, P.E.

Jessica Howard

cc: Brenda Stumbo, Charter Township of Ypsilanti
Karen Lovejoy-Roe, Charter Township of Ypsilanti
Larry Doe, Charter Township of Ypsilanti
Nancy Wrybkowski, Charter Township of Ypsilanti

BURNING BUSH INTL. MINISTRIES

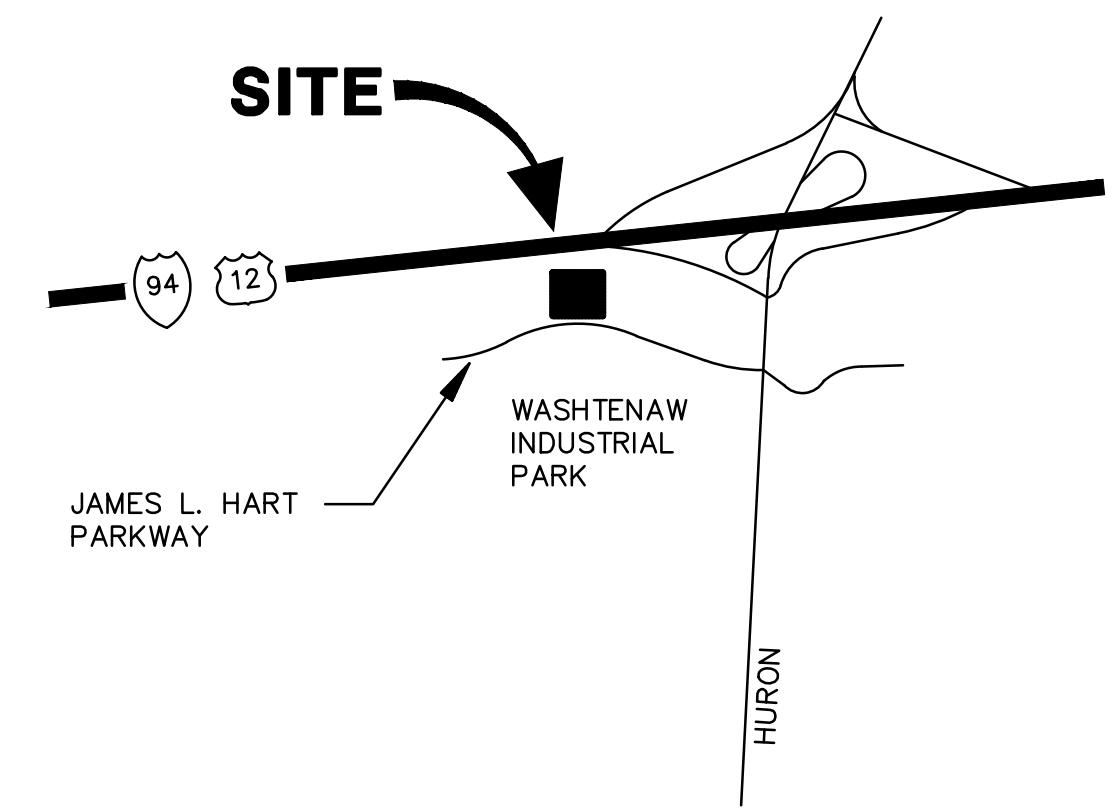
PRELIMINARY SITE PLAN

LOTS 3 & 4, HURON CENTER COMMERCIAL PARK, YPSILANTI TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN

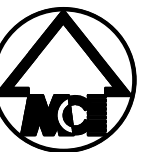
CLIENT:
 BURNING BUSH CHURCH
 2069 TYLER RD.
 YPSILANTI, MI 48197
 PH: (734) 732-2831
 ATTN: JEAN WATTS

CONTRACTOR:
 FED CORPORATION
 777 W. CEDAR, #203
 GLADWIN, MI 48624
 PH: (989) 246-9122

ENGINEER:
 MIDWESTERN CONSULTING L.L.C.
 3815 PLAZA DRIVE
 ANN ARBOR, MI 48108
 PH: (734) 995-0200
 ATTN: BRANDON W. WALKER



VICINITY SKETCH
 NOT TO SCALE



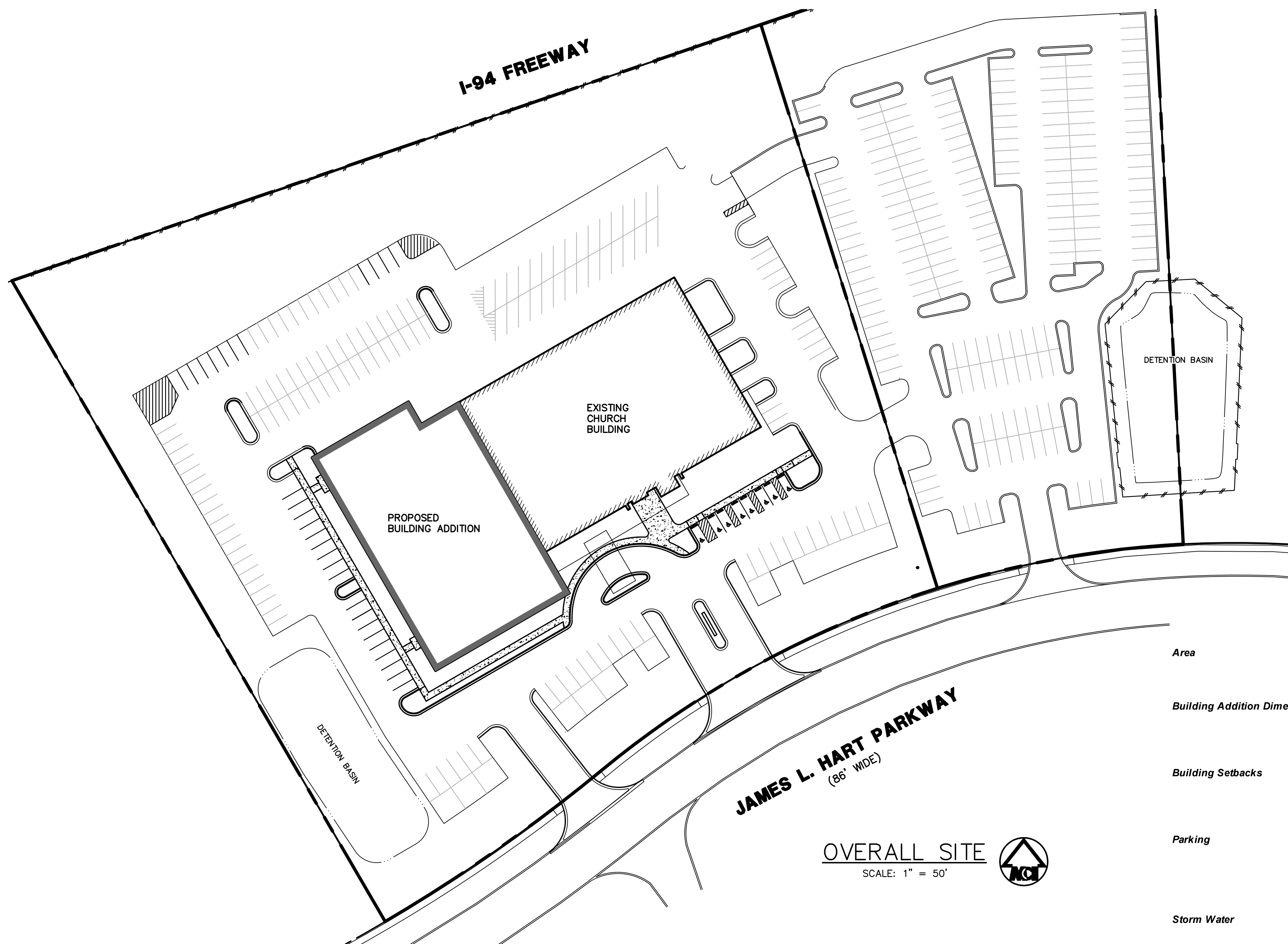
PROJECT DESCRIPTION
 A 22,100 SQ. FT. ADDITION TO AN EXISTING 26,000 SQ. FT. BUILDING. THE NEW ADDITION WILL CONTAIN A SANCTUARY, CLASS ROOMS, OFFICES AND OTHER SUPPORT SPACES.

LEGAL DESCRIPTION
 LOT 4 OF HURON CENTER COMMERCIAL AND INDUSTRIAL PARK AS RECORDED IN LIBER 26 OF PLATS PAGES 66-68, WASHTENAW COUNTY RECORDS. BEING SUBJECT TO:

- EASEMENTS FOR PUBLIC UTILITIES, LANDSCAPING AND NO RIGHTS DIRECT ACCESS TO I-94 AS SHOWN ON THE RECORDED PLAT.
- TERMS COVENANTS AND CONDITIONS OF DECLARATION OF SIGNAGE EASEMENT AS SET FORTH IN LIBER 2351, PAGE 829, WASHTENAW COUNTY RECORDS.
- EASEMENT FOR PUBLIC UTILITIES OVER THE NORTHERLY PORTION OF LOT 4 IN FAVOR OF THAT PART OF LOT 1 AS DESCRIBED IN LIBER 2351, PAGE 828, WASHTENAW COUNTY RECORDS.

BENCHMARKS
 SANITARY MANHOLE RIM AT EAST PARKING LOT ENTRANCE ELEVATION = 748.63 NAVD 88
 SANITARY MANHOLE RIM WEST OF WEST PROPERTY LINE ELEVATION = 749.06 NAVD 88

- SHEET INDEX**
- COVER SHEET
 - EXISTING CONDITIONS & REMOVALS
 - DIMENSIONAL SITE AND UTILITY PLAN
 - SOIL EROSION AND SEDIMENTATION CONTROLS
 - LANDSCAPE PLAN
 - LANDSCAPE PLAN DETAILS
 - MISCELLANEOUS SITE DETAILS
 - BUILDING ELEVATIONS



OVERALL SITE
 SCALE: 1" = 50'

DEVELOPMENT SUMMARY		
Area	Pre Development	Post Development
	Total = ±9.15 acres	Total = ±9.15 acres
	Impervious = ±5.60 acres	Impervious = ±5.48 acres
	Pervious = ±3.55 acres	Pervious = ±3.67 acres
Building Addition Dimensions	Maximum Height = 30 ft Area = 22,100 sf Maximum Width x Length = 191 ft x 120 ft	
Building Setbacks	Required	Pre/Post
Front Setback	20 ft	±149 ft / ±125 ft
Rear Setback	20 ft	±163 ft / ±111 ft
Side Setback	10 ft	±93 ft / ±93 ft
Parking	Worship space seating capacity = 1,110 persons Ypsilanti Township Zoning Ordinance, Section 2104 requirement - 1 space per 3 seats in worship space = 370 spaces For between 301 - 400 parking spaces 8 handicap accessible parking spaces are required	
Storm Water	Proposed site will have a 0.12 acre reduction of impervious area. Because the total impervious change to the site does not produce any increase in impervious surfaces, no changes to the existing and previously approved storm water detention system are warranted.	

BURNING BUSH INTL. MINISTRIES

JOB No. 14166	DATE: 9/26/14	1
REVISIONS:	REV. DATE:	
	SHEET 1 OF 8	
	CADD: TJK	
	ENG: BWB	
	PM: BWB	
	TECH: SITE\14166CV1	
	FB#:	

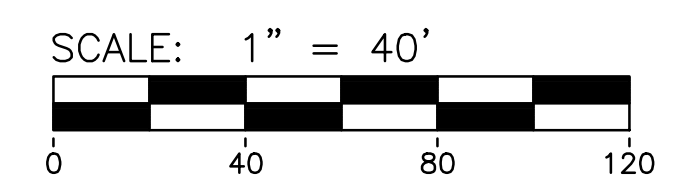
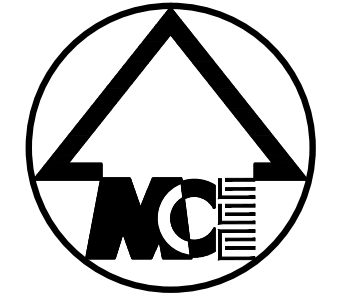
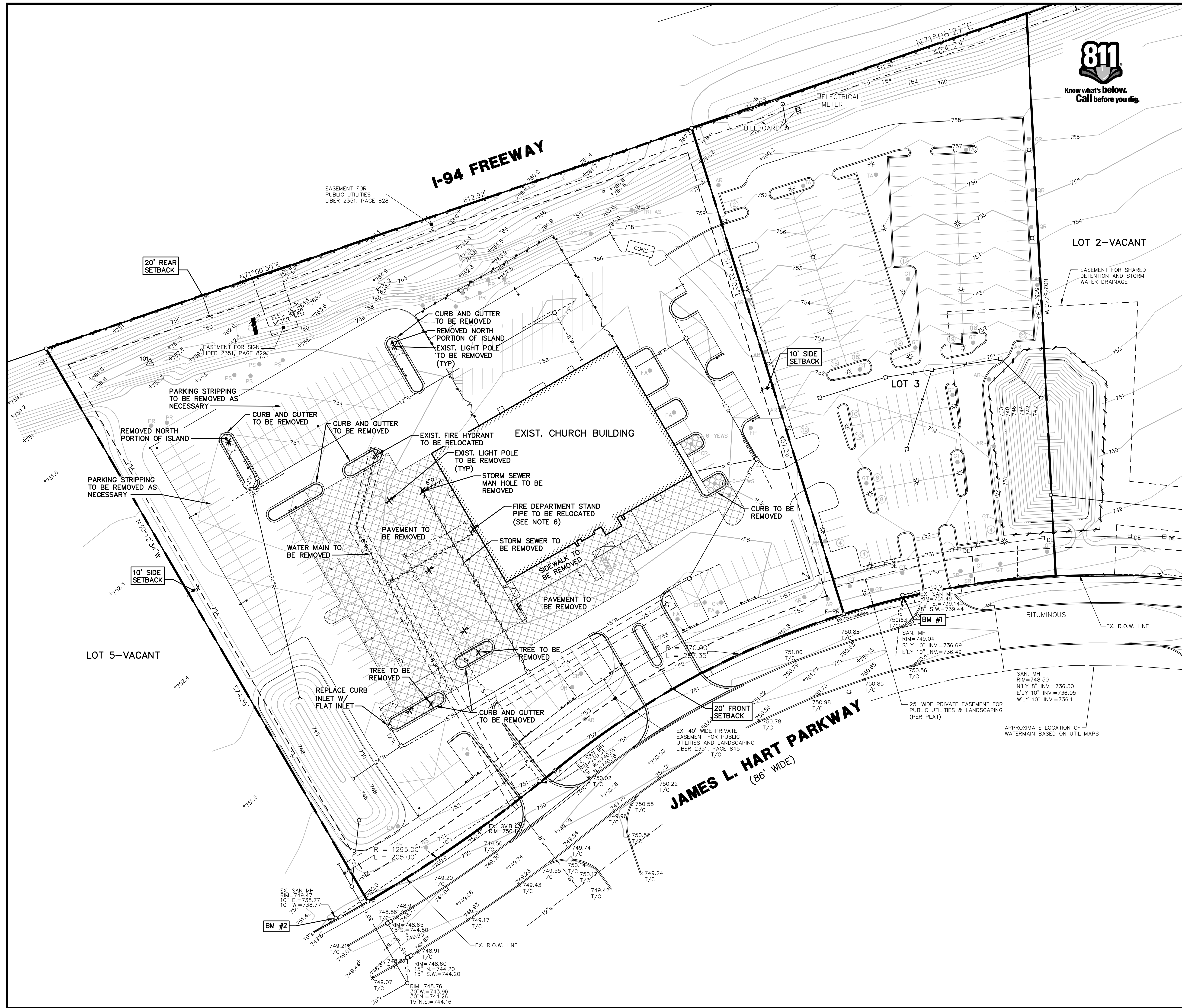
MIDWESTERN CONSULTING

Civil, Environmental and Transportation Engineers
 Planners, Surveyors
 Landscape Architects

3815 Plaza Drive
 Ann Arbor, Michigan 48108
 Phone: 734.995.0200
 Fax 734.995.0599

RELEASED FOR	DATE
PRELIMINARY SITE PLAN	9/26/14

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LEGEND

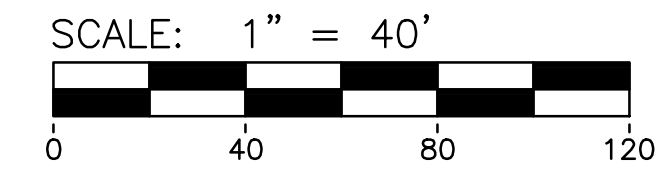
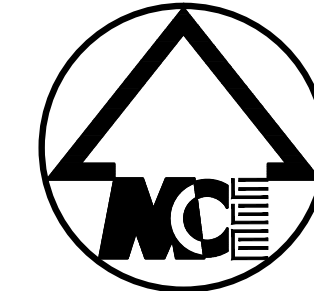
- ELEC. TRANSFORMER
- EXIST. TELEPHONE LINE
- EXIST. WATER MAIN
- EXIST. HYDRANT
- EXIST. GATE VALVE IN BOX
- EXIST. GATE VALVE IN WELL
- EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET
- EXIST. CLEANOUT
- EXIST. SANITARY SEWER
- TELEPHONE RISER
- EXIST. SINGLE TREE
- FENCE
- PROPOSED PAVEMENT, CURB & SIDEWALK REMOVAL

NOTES:

1. TREES NOT INDICATED AS REMOVED SHALL BE PROTECTED AS NECESSARY DURING CONSTRUCTION. SEE SHEET 7 FOR TREE PROTECTION DETAIL.
2. SITE ELEMENTS DAMAGED DURING CONSTRUCTION WILL BE REMOVED AND REPLACED OR REPAIRED TO PRE-CONSTRUCTION CONDITIONS.
3. THE EXISTING UNDERGROUND UTILITIES WERE OBTAINED FROM PREVIOUS RECORDS AND NOT FIELD VERIFIED. NO GUARANTEE CAN BE MADE TO THE ACCURACY OR COMPLETENESS OF LOCATIONS SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL CONDITIONS THAT MAY AFFECT OR BE IMPACTED BY THEIR ACTIVITIES.
4. CONSTRUCTION SAFETY AND SITE ACCESS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
5. THE OMISSION OF ANY STANDARD DETAILS DOES NOT RELIEVE THE CONTRACTOR OF THEIR OBLIGATION TO CONSTRUCT ITEMS IN ACCORDANCE WITH YPSILANTI TOWNSHIP'S CURRENT STANDARD SPECIFICATIONS.
6. EXISTING FIRE DEPARTMENT CONNECTION AND STAND PIPE ON EAST SIDE OF EXISTING BUILDING SHALL BE RELOCATED IN ACCORDANCE WITH THE PLUMBING PLANS.
7. EXISTING WATER TABLE RANGE IS APPROXIMATELY 1.5' TO GREATER THAN 6' BELOW SURFACE PER SCS "WEB SOIL SURVEY" WEBSITE.

JOB No.	14166
REVISIONS:	
DATE:	9/26/14
SHEET:	2 OF 8
CADD:	TJK
ENG:	BWW
PK:	BWW
TECH:	TLB/BSK
SITE:	14166EX1
PRJ:	

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LEGEND

- ELEC. TRANSFORMER
- EXIST. TELEPHONE LINE
- EXIST. WATER MAIN
- PROP. WATER MAIN
- EXIST. HYDRANT
- PROP. HYDRANT
- EXIST. GATE VALVE IN BOX
- EXIST. GATE VALVE IN WELL
- EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET
- EXIST. CLEANOUT
- EXIST. SANITARY SEWER
- TELEPHONE RISER
- EXIST. SINGLE TREE
- FENCE
- STANDARD PARKING SPACE COUNT (9'X20') OR (9'X18')
- BARRIER FREE PARKING SPACE COUNT
- HANDICAP PARKING SIGN
- PROPOSED CONCRETE SIDEWALK

NOTE:

1. CONTRACTOR TO ADJUST ALL UTILITY STRUCTURES, RIMS, AND OTHER APPURTENANCE TO THE PROPOSED GRADES

I-94 FREEWAY

ZONED: PD
(PLANNED DEVELOPMENT)

LOT 2-VACANT
ZONED: PD
(PLANNED DEVELOPMENT)

LOT 5-VACANT
ZONED: PD
(PLANNED DEVELOPMENT)

EXIST. CHURCH BUILDING

PROPOSED 22,100 SF
BUILDING ADDITION

JAMES L. HART PARKWAY

(86' WIDE)

DETENTION BASIN

BITUMINOUS

ELECTRICAL METER

BILLBOARD

PROP. CONC. CURB W/
SPILL-OUT GUTTER

PROP. CONC. CURB W/
SPILL-OUT GUTTER

PROP. CONC. WALK

PROP. H.C. RAMP (TYP)

PROP. INTEGRAL WALK & CURB

PROP. BUMPER BLOCKS (TYP)

PROP. CONC. CURB W/
SPILL-OUT GUTTER

PROP. INTEGRAL CONC. WALK & CURB

PROP. OF CONC. CURB W/
SPILL-OUT GUTTER

PROP. RELOCATED FIRE HYDRANT

PROP. WATER MAIN AND 15'
WIDE WATER MAIN EASEMENT

DETENTION BASIN

PROP. OF CONC. CURB W/
SPILL-OUT GUTTER

PROP. TORCH AND WATERFALL LOCATION

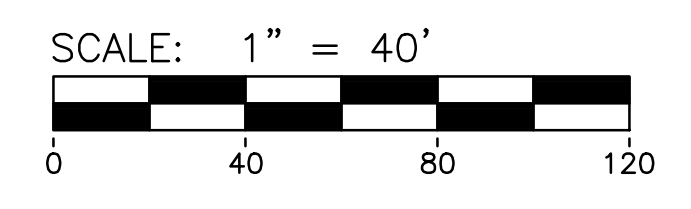
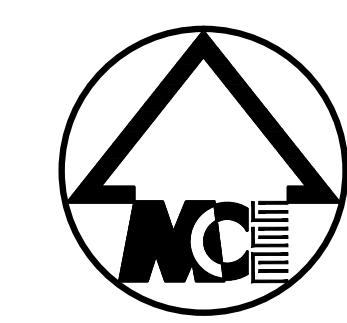
PROP. SIGN LOCATION

JOB No.	14166
REVISIONS:	
DATE:	9/26/14
SHEET:	3 OF 8
REV. DATE:	
CADD:	TJK
ENG:	BWW
PK:	BWW
TECH:	BWW
SHEET:	14166SP1
FILE:	

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I-94 FREEWAY

JAMES L. HART PARKWAY
(86' WIDE)



LEGEND

- ELEC. TRANSFORMER
- EXIST. TELEPHONE LINE
- EXIST. WATER MAIN
- EXIST. HYDRANT
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- EXIST. GATE VALVE IN WELL
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- EXIST. CATCH BASIN OR INLET
- EXIST. CLEANOUT
- EXIST. SANITARY SEWER
- TELEPHONE RISER
- EXIST. SINGLE TREE
- FENCE
- PROPOSED CONCRETE SIDEWALK
- SOIL EROSION CONTROL MEASURE
- SILT FENCE

SOIL EROSION AND SEDIMENTATION CONTROL PLAN

1. DESCRIPTION OF PROJECT: PROPOSED BUILDING ADDITION TO AN EXISTING CHURCH BUILDING.
2. PREDOMINANT LAND FEATURES ARE SHOWN ON THE DRAWINGS.
3. GROUND SURFACE ELEVATIONS ARE SHOWN AS CONTOUR INTERVALS
4. SOILS FOR THE AREA ARE: OSHEMO LOAMY SAND (OsB) 0% TO 6%
SISSON FINE SANDY LOAM (SnC) 6% TO 12%
ST. CLAIR CLAY LOAM (Sd) 12% TO 18%
THETFORD LOAMY SAND (ThA) 0% TO 4%
5. PHYSICAL LIMITS OF CONSTRUCTION ARE SHOWN ON THE DRAWING. APPROXIMATE SITE DISTURBANCE IS 0.94 ACRES.
6. ALL EXISTING ON-SITE DRAINAGE FEATURES ARE SHOWN ON THE DRAWINGS.
7. SEQUENCE OF CONSTRUCTION:

ON-GOING: MIDWESTERN CONSULTING, LLC WILL INSPECT ALL PROJECTS AT LEAST WEEKLY AND AFTER EVERY SIGNIFICANT STORM EVENT TO EVALUATE THE EFFECTIVENESS OF THE CONTROL MEASURES.

NOVEMBER 2014 - CONSTRUCT TEMPORARY EROSION CONTROL MEASURES
NOVEMBER 2014 - DECEMBER 2014 - SITE REMOVALS
DECEMBER 2014 - SITE CONSTRUCTION
SEPTEMBER 2015 - PLACE PERMANENT EROSION CONTROL MEASURES

SOIL EROSION CONTROL MEASURES
t = temporary p = permanent

- 6** SEEDING WITH MULCH AND/OR MATTING
- 54** CONSTRUCTION FENCE OR SNOW FENCE
- 55** GEOTEXTILE SILT FENCE
- 58** CURB INLET FILTER
- 59** C.B./INLET FILTER

8. THE LOCATION AND DETAILS OF THE INLET FILTERS AND SILT FENCES ARE SHOWN ON THE DRAWINGS.
9. THE LOCATION AND DESCRIPTION OF PERMANENT SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ARE SHOWN ON THE DRAWINGS.
10. THE CONTRACTOR WILL RESTORE ALL DISTURBED GRASS AREAS WITHIN FIVE (5) DAYS OF THE CONTRACTORS FINE GRADING ACTIVITIES.
11. THE CONTRACTOR AS DIRECTED BY THE CONSTRUCTION MANAGER WILL BE RESPONSIBLE FOR ALL MAINTENANCE OF TEMPORARY EROSION CONTROL MEASURES PER THE PLANS AND AS NEEDED BASED ON SITE INSPECTIONS.
12. TEMPORARY MEASURES WILL ONLY BE REMOVED AFTER ALL PERMANENT MEASURES ARE IN PLACE AND COMPLETE INCLUDING WELL ROOTED GROWTH IN THE GRASS AREAS.
13. THE CONTRACTOR SHALL AS A TEMPORARY MEASURE SEED AND MULCH DISTURBED AREAS THAT ARE NOT ACTUALLY PART OF THE CONSTRUCTION WORK ZONE IF SAID AREAS ARE NOT TO BE WORKED ON FOR ANY EXTENDED PERIOD OF TIME.
14. PLACE ANTI-TRACKING MUD MATS AT LOCATIONS AS REQUIRED BY THE CONSTRUCTION MANAGER.
15. SOIL MUST NOT BE PERMITTED TO LEAVE THE SITE. THIS INCLUDES TRACK-OUT AND DUST EMISSIONS. PROVIDE SWEEPING AND DUST CONTROL PER YPSILANTI TOWNSHIP SOIL EROSION AND SEDIMENTATION CONTROL PROCEDURES.
16. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING LANDSCAPING DURING THE WARRANTY PERIOD.

SILT FENCE LENGTH = ±520 LF

SILT FENCE LENGTH = ±130 LF

SILT FENCE LENGTH = ±120 LF

RIM=748.60
15' N.=744.20
15' S.W.=744.20

RIM=748.76
30' W.=743.96
30' N.=744.29
15' N.E.=744.16

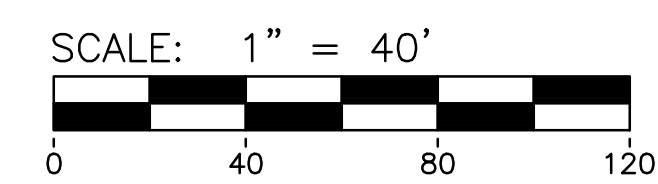
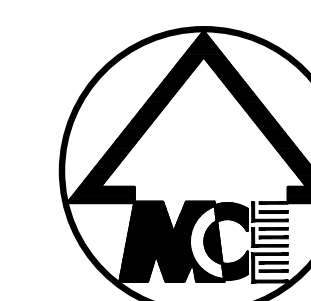
MIDWESTERN CONSULTING
Civil, Environmental and Transportation Engineers
Planners, Surveyors
Landscape Architects
3815 Plaza Drive
Ann Arbor, Michigan 48108
Phone: 734.995.0200
Fax: 734.995.0599

BURNING BUSH INTL. MINISTRIES
CLIENT: BURNING BUSH CHURCH
2089 TYLER RD.
YPSILANTI, MI 48197
JEAN WATTS
(734) 732-2831

SOIL EROSION AND SEDIMENTATION PLAN

4

DATE: 9/26/14
SHEET 4 OF 8
REV. DATE
CADD: TJK
ENG: BWB
PK: BWB
SITE: 141665SE1
JOB No. **14166**
REVISIONS:



LEGEND

- ELEC. TRANSFORMER
- EXIST. TELEPHONE LINE
- EXIST. WATER MAIN
- EXIST. HYDRANT
- EXIST. GATE VALVE IN BOX
- EXIST. GATE VALVE IN WELL
- EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET
- EXIST. CLEANOUT
- EXIST. SANITARY SEWER
- TELEPHONE RISER
- EXIST. SINGLE TREE
- FENCE
- PROPOSED CANOPY TREE
- PROPOSED FLOWERING TREE
- PROPOSED EVERGREEN TREE
- PROPOSED SHRUBS
- EXISTING TREE TO BE REMOVED AND REPLACED

LANDSCAPE REQUIREMENTS
(Per Ypsilanti Township standards on 2/28/98 and 2/25/03 for original site plan approvals and 2011 site plan approval)

VEHICULAR USE AREAS LANDSCAPING AND SCREENING

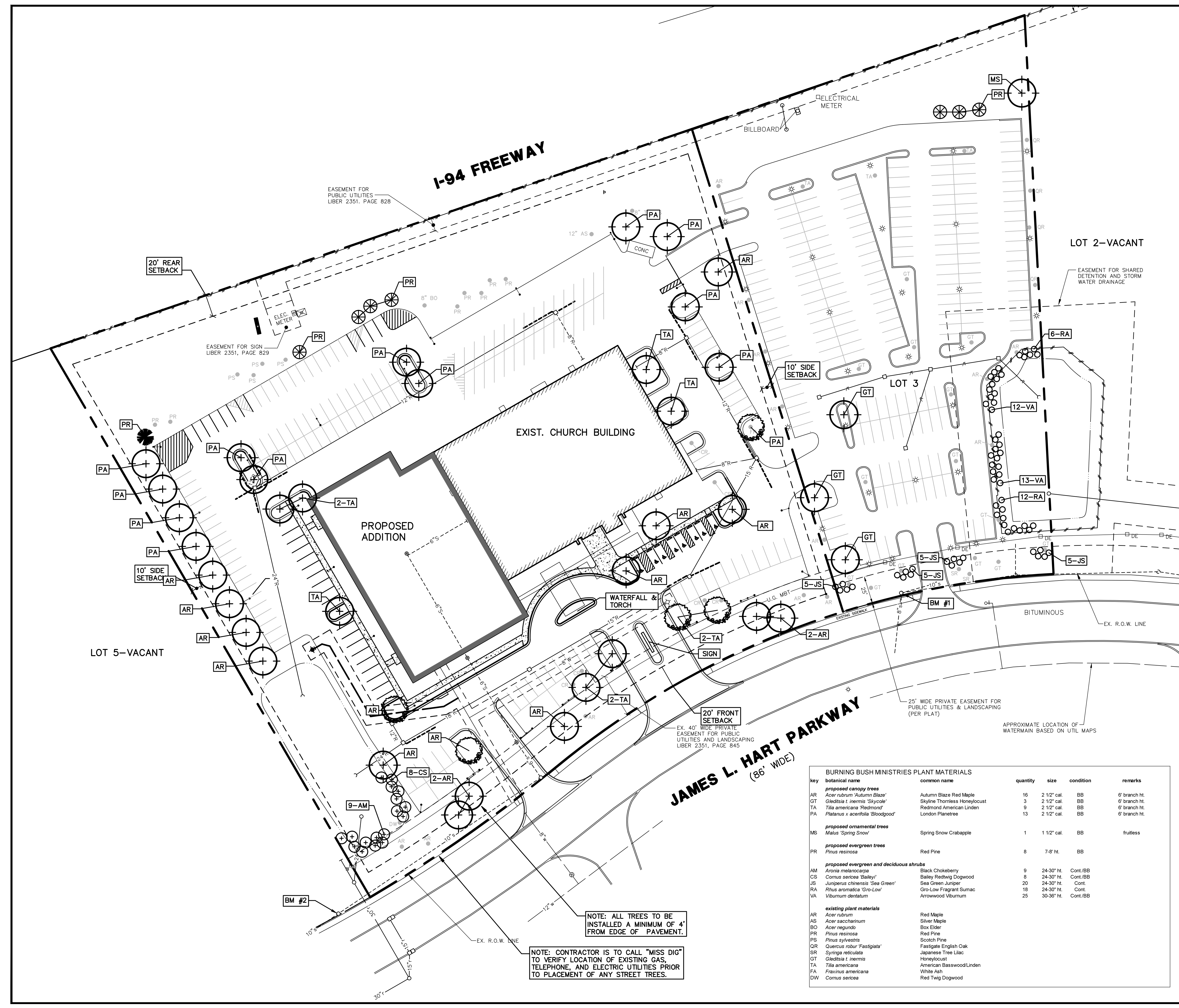
- (1) RIGHT-OF-WAY SCREENING
- REQUIRED: ONE TREE PER 40 FEET OF FRONTAGE
FRONTAGE: 693 FEET (James L. Hart Pkwy.), 613 FEET (I-94 Expressway)
TREES REQUIRED: 693 ÷ 40 = 18 (JLHP), 613 ÷ 40 = 16 (I-94), 34 Total
TREES EXISTING: 13 - (JLHP) + 14 (I-94) = 27 Total
ADDITIONAL TREES PROVIDED: 5 (JLHP) + 2 (I-94) = 7 Total Shade and Evergreen Trees Provided
- REQUIRED: ONE ORNAMENTAL TREE PER 100 FEET OF FRONTAGE
FRONTAGE: 193 FEET (JLHP, east parcel only)
TREES REQUIRED: 193 ÷ 100 = 2 Total
PROVIDED: 2 Ornamental Trees
- REQUIRED: ONE SHRUB PER 10 FEET OF FRONTAGE
FRONTAGE: 193 FEET (JLHP, east parcel only)
TREES REQUIRED: 193 ÷ 10 = 20 Total
PROVIDED: 20 Evergreen Shrubs

- (2) INTERIOR LANDSCAPE AREAS - VEHICULAR USE AREA (VUA):
- VEHICULAR USE AREA: 181,851 SF (Both parcels)
TREES REQUIRED: 61 (1 tree every 3,000 SF)
EXISTING TREES: 23
ADDITIONAL TREES PROVIDED: 38

- DETENTION POND LANDSCAPING
(Per approved 2011 site plan)
TREES REQUIRED: 5 (Total for both ponds)
EXISTING TREES: 5
SHRUBS REQUIRED: 60 (Total for both ponds)
SHRUBS PROVIDED: 60

LANDSCAPE NOTES

- 1) This plan is for planting locations only.
- 2) If there is any discrepancy with the plan and plant list, the number of symbols on the plan shall take precedence.
- 3) Sizes specified are minimum sizes to which the plants are to be installed.
- 4) All landscaping shall be installed and maintained in accordance with Ypsilanti Township standards and in accordance with current industry standards in a neat, health and weed free condition. Any dead, diseased or damaged plant material is to be replaced within one year, or the next appropriate planting period, whichever comes first.
- 5) That landscape contractor shall be responsible for verification of all underground and overhead utilities. Plant material is to be located such that it will not interfere with any underground or overhead utilities.
- 6) Plant trees and shrubs no closer than the following minimum distance from sidewalks, curbs and parking stalls:
 - a) Shade and Ornamental Trees - 5 feet
 - b) Shrubs - 4 feet
- 7) No plant material is to be planted closer than 4 feet from any property line.
- 8) Plant trees and shrubs at the same grade level at which they were grown at the nursery. If heavy clay soils are evident, plant trees and shrubs higher, approximately 1/3 of the root ball above grade, mulching to cover the exposed root ball.
- 9) Remove all twine, wire, nursery tree guards, tags, and inorganic material from root balls. Peel back the top 1/3 of burlap from north root balls and remove any burlap from around tree trunks.
- 10) All landscape areas shall be excavated and free of construction/building materials.
- 11) Areas of individual trees and landscape beds are to be mulched with a minimum of 4 inches of shredded hardwood bark. Lawn trees are to be mulched with a 4" diameter shredded bark ring. Bark is to be pulled away from the trunk of trees leaving a 3" clear area around the trunk base.
- 12) All landscape areas shall be provided with a readily available water supply.
- 13) Any plant substitutions shall have prior Township approval.
- 14) Proposed planting dates Spring/Summer 2015, but no later than November 30th.



JAMES L. HART PARKWAY (86' WIDE)

key	botanical name	common name	quantity	size	condition	remarks
proposed canopy trees						
AR	<i>Acer rubrum</i> 'Autumn Blaze'	Autumn Blaze Red Maple	16	2 1/2" cal.	BB	6' branch ht.
GT	<i>Gleditsia t. inermis</i> 'Skycoke'	Skyline Thornless Honeylocust	3	2 1/2" cal.	BB	6' branch ht.
PA	<i>Tilia americana</i> 'Redmond'	Redmond American Linden	9	2 1/2" cal.	BB	6' branch ht.
TA	<i>Platanus x acerifolia</i> 'Bloodgood'	London Planetree	13	2 1/2" cal.	BB	6' branch ht.
proposed ornamental trees						
MS	<i>Malus</i> 'Spring Snow'	Spring Snow Crabapple	1	1 1/2" cal.	BB	fruitless
proposed evergreen trees						
PR	<i>Pinus resinosa</i>	Red Pine	8	7-8' ht.	BB	
proposed evergreen and deciduous shrubs						
AM	<i>Aronia melanocarpa</i>	Black Chokeberry	9	24-30" ht.	Cont./BB	
CS	<i>Cornus sericea</i> 'Baileyi'	Bailey Redtwig Dogwood	8	24-30" ht.	Cont./BB	
JS	<i>Juniperus chinensis</i> 'Sea Green'	Sea Green Juniper	20	24-30" ht.	Cont.	
RA	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Fragrant Sumac	18	24-30" ht.	Cont.	
VA	<i>Viburnum dentatum</i>	Arrowwood Viburnum	25	30-36" ht.	Cont./BB	
existing plant materials						
AR	<i>Acer rubrum</i>	Red Maple				
AS	<i>Acer saccharinum</i>	Silver Maple				
CS	<i>Cornus sericea</i>	Bailey Elder				
PR	<i>Pinus resinosa</i>	Red Pine				
PS	<i>Pinus sylvestris</i>	Scotch Pine				
QR	<i>Quercus robur</i> 'Fastigiata'	Fastigate English Oak				
SR	<i>Syringa reticulata</i>	Japanese Tree Lilac				
GT	<i>Gleditsia t. inermis</i>	Honeylocust				
TA	<i>Tilia americana</i>	American Basswood/Linden				
FA	<i>Fraxinus americana</i>	White Ash				
DW	<i>Cornus sericea</i>	Red Twig Dogwood				

NOTE: ALL TREES TO BE INSTALLED A MINIMUM OF 4' FROM EDGE OF PAVEMENT.

NOTE: CONTRACTOR IS TO CALL "MISS DIG" TO VERIFY LOCATION OF EXISTING GAS, TELEPHONE, AND ELECTRIC UTILITIES PRIOR TO PLACEMENT OF ANY STREET TREES.

5

DATE: 9/29/14
SHEET 5 OF 8
JOB No. 14166
REVISIONS:

REV. DATE
ADD. DATE
ENG. TRF
P.M. BW
TECH. DATE
SITE PLAN DATE

CLIENT
BURNING BUSH CHURCH
2089 TYLER RD.
YPSILANTI, MI 48197
JEAN WATTS
(734) 732-2831

LANDSCAPE PLAN

MIDWESTERN CONSULTING
Civil, Environmental and Transportation Engineers
Planners, Surveyors
Landscape Architects
3815 Plaza Drive
Ann Arbor, Michigan 48108
Phone: 734.995.0200
Fax: 734.995.0599



REAR ELEVATION



FRONT ENTRANCE



FRONT PERSPECTIVE

M:\CHBDL_Proj\14166\Shee_Plan\14166ED1.dwg, 08/20/2014 4:19:22 PM, TJK, MCLLC PDF.rvt

JOB No. **14166**

REVISIONS:

DATE: 9/29/14	REV. DATE
SHEET 6 OF 8	
CADD: TJK	
ENG: BWV	
PK: BWV	
TECH: BWV	
SHEET 14166ED1	
PRJ:	

08

BURNING BUSH INTL. MINISTRIES

BUILDING ELEVATIONS

CLIENT
 BURNING BUSH CHURCH
 2069 TYLER RD.
 YPSILANTI, MI 48197
 JEAN WATTS
 (734) 732-2831

MIDWESTERN CONSULTING
 Civil, Environmental and
 Transportation Engineers
 Planners, Surveyors
 Landscape Architects
 3815 Plaza Drive
 Ann Arbor, Michigan 48108
 Phone: 734.995.0200
 Fax: 734.995.0599

**CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION
REGULAR MEETING–NOVEMBER 25, 2014
MINUTES**

The regular meeting was called to order by Chair John Reiser at 6:30 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Commissioners Present: John Reiser – Chair; Brenda Brewington-Secretary; Stan Eldridge; Gloria Peterson; Laurence Krieg

Commissioners Absent: Sally Richie – Vice Chair; Ralph Walls

Others in Attendance: Angie King – Township Attorney, Jessica Howard – OHM Representative; Joe Lawson – Planning Director

1. Call to order
2. Roll Call
3. Approval of Regular Meeting Minutes from the October 28, 2014 meeting.

Motion: Krieg to approve the regular minutes, with minor typographical corrections.

King – added correction on page 20, paragraph 4, change ‘oppose’ to ‘impose’.

Support: Brewington

Motion Carries: All

4. Approval of the agenda

Motion: Eldridge to approve the agenda

Support: Brewington

Motion Carries - All

5. Public hearings and plans for review.

- a. **PUBLIC HEARING – PD STAGE II AMENDMENT – BURNING BUSH INTERNATIONAL MINISTRIES** – to consider a recommendation to the Board of Trustees as related to the proposed PD Stage II final site plan amendment per section 1922 of the Township Zoning Ordinance to permit the construction of a 22,100 square-foot addition onto the existing 26,000 square-foot Burning Bush International Ministries. The church is located at 770 James L. Hart Parkway; parcel K-11-17-361-005.

Brandon Walker – Engineer. Introduced at microphone.

Lawson – stated that back in early 2000s the facility was constructed as a Chevy dealership. It changed hands a few times as a Chevy dealership, until it got mothballed in 2006. Shortly after thereafter, Burning Bush Ministries purchased the building, went through the review process in 2011 to get the PD amended to allow church use. Since that time the church has done very well and has presented this application to expand the facility from 900 seats to 1100 seats. The major thing asked for in his staff report is that he needs a floor plan so he can verify the seating capacity, and so the fire department and building department can calculate occupant load and required parking.

Reiser – asked Walker to speak and encouraged him to share comments in regards to what OHM and the Planning Director had to say.

Walker – Midwestern consulting. Stated that both the site plan and detailed engineering comments from OHM they did not have any issue with. They wanted to add a couple of clarification. One: the sign was shown as proposed, but that was an error, it is an existing sign. Two: the auto-turn needs to be accessible for a fire truck. They do not have an issue with that and recently provided a document to OHM and the Planning Director to address that. They are going back to look at the survey because a couple of light poles are incorrectly shown on their survey. They are not being removed. They have no issues with the comments from OHM and are looking forward to working with them as they move forward to address some of those minor items.

Reiser – opened public portion and noted that Commissioner Ralph Walls is now present.

PUBLIC PORTION OPENED

None

PUBLIC PORTION CLOSED

Peterson – asked Walker when this project would start and where his company is located.

Walker – responded that he is located in Ann Arbor.

Peterson – asked if they had Union workers.

Walker – responded that they do not. He added that they hoped to start the project this year, but most likely will be starting in the spring.

Peterson – asked when they would complete the project.

Walker – responded it would probably be in the fall.

Eldridge – asked to clarify that the building was 26,000 square feet for approximately 900 seats, and the addition would be 22,100 square feet for an additional 200 seats.

Walker – responded that was correct. That this would be reorganizing the building for much better use. The new addition is for a new sanctuary, and the balance of the building will be for offices. They have outgrown the space. They have more people than can actually fit into the building at this time.

Eldridge – asked about the floor plan mentioned.

Walker – apologized. He missed the comment before but would be happy to send it over. He added that it currently seats 500, and would be going to 1110.

Eldridge – responded that somewhere he had seen 900 seats.

Lawson – responded that he did as well. He thought he had seen it on the plan, or perhaps the previous plan.

Walker – responded that the church had gone through a previous submittal that was never executed and he thinks that was where the 900 came from, although he is not certain.

Lawson – stated point of clarification that this is a recommendation to the Township Board due to the fact that it is a PD. All PDs go through the Township Board so this will go to them for final review and approval.

Krieg – asked for clarification from Director Lawson regarding the Planned Development zoning.

Lawson – responded that when the Chevy dealership was constructed, the applicant requested the re-zoning to PD. As part of that there was obviously a development agreement that will have to be amended due to the site plan change, and only the Board can enter into that agreement.

Peterson – stated that Burning Bush has an outstanding ministry and Pastor Shelby has done an outstanding job. She knows of this church and to buy and expand the dealership is great for the church. She commends them for their community efforts. She also recommended the next time they do an addition, to seek out Union workers because it keeps people working.

Motion: by Peterson to recommend approval to the Board of Trustees the request of the Burning Bush Church of God in Christ to amend the PD Stage II Final Site Plan dated September 26, 2014 and prepared by Mr. Brandon Walker, P.E. proposing the construction of a 22,100 square-foot nonresidential addition in relation to the existing 26,000 square-foot church facility located at 770 James L. Hart Parkway, parcel K-11-17-361-005 and K-11-17-361-021 with the following conditions:

1. All issues noted within the Planning Department Review dated November 12, 2014 shall be resolved prior to consideration by the Board of Trustees.
2. The applicant shall agree to install high definition security cameras on the exterior of the building and parking lot areas. All video footage shall be made available to law enforcement personnel for the purpose of crime investigations and shall further be available for not less than 30-days from the date of recording.
3. All issues noted by the Township reviewing agents shall be resolved prior to final approval.

Support: Eldridge

Motion Carries – All

Angela Dorty representing the general contractor stated that they would be putting the drawings out to all union and non-union companies, they work with both.

- b. **PRELIMINARY SITE PLAN – MR. BILL MEGGINSON - SOUTHSIDE BAPTIST CHURCH ADDITION** – to consider the preliminary site plan application of Mr. Bill Megginson representing the Southside Baptist Church to permit the construction of a 7,280 square-foot social hall addition on the existing 2,250 square-foot kitchen facility. The property is located at 6450 and 6710 Textile Road, parcels K-11-29-100-005 & K-11-29-100-010.

Sahba Laal – stated he was here to answer any questions they may have. They are adding a parking lot and adjusting the driveway and detention area.

Reiser – stated the only thing he would add, which they are asking for all development, is the installation of high definition security cameras available to law enforcement for investigations, and with a commitment to retain the data for thirty days after recording. He asked if this was something they currently have in place.

Laal – responded that he did not know. He believes they have some variation of that on the existing church. In this area, he did not think they had it. He added it was farther away from the actual church. He was sure they would be open to providing that if it is a requirement.

Reiser – stated he would defer to Commissioner Eldridge, who has been the point person on this issue. He added that maybe they could make a condition, looking at

CHARTER TOWNSHIP OF YPSILANTI

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik
Office of Community Standards

Cc: Board of Trustees
Doug Winters, Township Attorney

Date: January 12, 2015

Re: *Request authorization to seek legal action if necessary to abate a public nuisance for properties located at 2817 Appleridge, 2436 Burns, 96 Devonshire, 859 Ecorse, 2215 Harmon, 2572 Hearthside, 1018 Maplewood and 1917 Outer Lane in the amount of \$40,000, with legal action budgeted in line item #101.950.000.801.023*

The Office of Community Standards has conducted investigations of eight (8) vacant, abandoned houses and seeks authorization to proceed with legal action (if necessary) in Washtenaw County Circuit Court to abate the public nuisances that exist at:

2817 Appleridge

This single family house was inspected pursuant to a search warrant as an unregistered vacant house. It appears to have been vacant for the past seven (7) years and is in serious disrepair with advanced mold present. Records show it is owned by Andrew Burmeister of Ypsilanti Township who has indicated he would abate the nuisance but has not acted yet.



2436 Burns

This single family house was inspected pursuant to an administrative search warrant as an unregistered vacant house owned by Burns Street, LLC of Englewood, Florida. It has been vacant for about somewhere between 12-16 years and sustained a flooded basement in 2013. The house has serious mold and the owner has not acted to abate the nuisance.



2436 Burns

96 Devonshire

This single family house was inspected pursuant to an administrative search warrant as an unregistered vacant house owned by Darla Frazier of Zion, Illinois. The township has been mowing the grass for the past two years and have had it boarded up twice. The house is in a state of major deterioration and has been ordered to be demolished. The owner has not acted to abate this nuisance. A third party contacted OCS staff indicating he is purchasing the property, although ownership records have not changed and nothing has been done.



96 Devonshire

859 Ecorse

This single family house was inspected pursuant to a search warrant as an unregistered vacant house that has been vacant for several years. The structure's foundation is collapsing inward and the house will have to be demolished. The owner, Katherine Heiss of Ypsilanti Twp, claims that Chase Bank has foreclosed on her mortgage and she has been locked out; however, there is no record of an ownership change or a foreclosure action. Regardless, nothing has been done to abate this nuisance.



2215 Harmon

This single family house was inspected pursuant to a search warrant as an unregistered vacant house that has been vacant since 2012 after one of the owners passed away. The township has been mowing the grass for the past two years and the interior is badly damaged due to animal feces. Despite the surviving owner's spouse having relocated and not making mortgage payments, there has been no foreclosure action and no abatement has been done.



2572 Hearthside

This single family house was inspected pursuant to a search warrant as an unregistered vacant house that has been known to be vacant since 2012 when the township began mowing the grass. Both owners are deceased and the property is currently owned by a trust using the same address. The interior has a large fire load and has mold present. There is no record of any foreclosure activity and nothing has been done to repair it.



1018 Maplewood

This single family house was inspected pursuant to a search warrant as an unregistered vacant house that has been vacant at least since 2013 when the township began mowing the grass. OCS staff obtained a district court order in 2014 to clean up exterior blight and both the interior and exterior are in serious disrepair with mold. Records show it is owned by MI.Seven, LLC of CVolumbia, S.C., however a title search shows ownership interest by Vision Property Management, LLC. Regardless, nothing has been done to abate the nuisance.



1917 Outer Lane Dr.

This single family house was inspected pursuant to a search warrant as an unregistered vacant house that has been vacant since at least 2010 when the township first began mowing the grass. It was boarded up by the township in 2014 after neighborhood juveniles broke in and caused additional damage. The house is in serious disrepair and no repairs or blight abatement has been done. Records show the property is owned by Key Bank National Association of New Jersey, which denied ownership when contacted by legal counsel.



CHARTER TOWNSHIP OF YPSILANTI

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik
Office of Community Standards

Re: Request to authorize legal action to abate a public nuisance located at 2320 Shelly St and 1274 Ridge; legal action budgeted in General Fund account 101-950.000-801.023 in an amount of \$10,000.

Date: January 15, 2015

Copy To: Board of Trustees
Doug Winters, Township Attorney

The Office of Community Standards is conducting investigations of two (2) residential dwellings that were the subjects of police investigations that resulted in OCS intervention and enforcement action. I respectfully seek authorization for legal action to abate the public nuisances that exist at:

2320 Shelly St.

This single family house was discovered to have serious life-safety code violations on January 13, 2015 after OCS staff was summoned by the Washtenaw County Sheriff's Office. Deputies investigating a series of larcenies from vehicles at numerous locations along Grove Rd. were eventually led to this address where arrests were made and stolen property was recovered.

The house is owned by Mary Gilbert and is occupied by her, her daughter, her three grandsons and some other unknown people. It is believed that the house is occupied by at least eight (8) people ranging in age from 3 months to 79 years, some of whom are physically disabled. The house is extensively littered with animal feces and urine, infested with flees from at least four dogs, and there are numerous open containers of urine being stored throughout the house; at least one bathroom sink was full of urine. OCS staff discovered four unsafe and unlawful bedrooms in a flooded basement, as well as first floor plumbing leaks flowing water onto the basement electrical panel which was shielded by a garbage bag. This house was condemned and remains occupied.



1274 Ridge Rd.

This house was the scene of a death investigation handled by the Washtenaw County Sheriff's Office and Ypsilanti Township Fire Department on January 14, 2015, at which time both agencies requested OCS to respond due to unsafe living conditions.

This was formerly a single family house that was subdivided and registered as a rental property with multiple units. Although the land is designated as RM-2 Multi-Family zoning, the structure has only been approved as a single family home. It could be divided into a duplex without additional approval, however more than two units would require the owner to submit a site plan for review and approval and new zoning specifications would have to be met.

For the past several years, OCS staff has been working with the owner in an effort to bring the property into compliance with zoning regulations either by eliminating rental units or by submitting a site plan for approval of more than two units. The owner has refused to do either. The structure currently has at least five rental units, some of which are single rooms that share common kitchen and bathroom facilities. It is more akin to being a boarding house and therefore should not be certified under our existing rental housing program. In addition, a second housing structure has been constructed on the property intended to be used as even more rental units.

When police, fire and OCS personnel responded to the death of a tenant in a basement room on January 14, 2015, numerous life-safety code violations were observed. Violations included locked sleeping rooms with no egress windows, exposed electrical wiring, absence of smoke alarms, and water leaks from the ground level into the basement. The basement sleeping room where the tenant died was being heated by a space heater, which was the only source of heat available.

The life-safety code violations present imminent danger to the tenants living in the house. We are not certain how many units or individual rooms are rented out. The zoning violations contribute to the severity of the situation and efforts to resolve those issues have been rebuffed by the property owner.



In both of these cases, administrative authorization was granted on January 15, 2015 to initiate legal action in circuit court if it is deemed necessary to abate the nuisances. I respectfully request Board approval to confirm the administrative authority granted to legal counsel.

OTHER BUSINESS

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



**Recreation Department/
Community Center**

2025 East Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3807
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838
www.ytown.org

Charter Township of Ypsilanti

Memorandum

TO: Ypsilanti Township Board of Trustees
FROM: Angie Verges, Recreation Services Manager
DATE: January 9, 2015
RE: Board Agenda Item: 2015 Printing Recommendations for the "Discover Ypsilanti Township" Brochure, Season Park and Boat Stickers and Daily Park & Boat Passes

A total of twenty one (21) requests for proposals were sent to printing vendors for our "Discover Ypsilanti Township" Brochure, Season Park and Boat Stickers and Daily Park & Boat Passes. A total of seven (7) vendors submitted proposals, some only bid on a portion of the items.

After careful review of all proposals, it is our recommendation the project be awarded as follows:

- 1. Discover Ypsilanti Township Brochure: Advantage Marketing Solutions-Novi**
This company had the lowest bid for the specifications we were looking for. We are recommending the color brochure for our needs. Cost will vary based on whether we go with 28, 32, or 36 page brochure, **not to exceed \$11,000.00 per issue.**
- 2. Season Park and Boat Stickers: Advance Print & Graphics – Ann Arbor (\$768.74)**
This company was the lowest bidder and met our specifications.
- 3. Daily Park & Boat Passes - Advance Print & Graphics – Ann Arbor (\$238.28)**
This company was the lowest bidder and met our specifications.

Funding for the "Discover Ypsilanti Township" Brochure has been budgeted in account number 230-751-000-880-000. Funding for the Annual Park and Boat Stickers and Daily Boat Passes has been budgeted in account number 230-751-000-757-775.

Please place this item on the January 20, 2015 Township Board meeting agenda for review/approval. I will be available at the board meeting to answer any questions.