

**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**

---

**February 17, 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**

14-B District Court

Monthly Disbursements

January 2015

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.

**January 2015 Disbursements:**

Washtenaw County:	\$ 3,652.00
State of Michigan:	\$ 44,187.90
Ypsilanti Township Treasurer:	\$101,726.02

TOTAL: \$149,565.92

14-B District Court

Revenue Report for January 2015

**General Account**

Account Number  
**Due to Washtenaw County**  
(101-000-000-214.222) **\$3,652.00**

**Due to State Treasurer**

Civil Filing Fee Fund (MCL 600.171): \$16,450.00  
State Court Fund (MCL 600.8371): \$930.00  
Justice System Fund (MCL 600.181): \$15,412.00  
Juror Compensation Reimbursement Fund:  
    Civil Jury Demand Fee (MCL 600.8371): \$10.00  
    Drivers License Clearance Fees (MCL 257.321a): \$1,935.00  
Crime Victims Rights Fund (MCL 780.905): \$7,515.90  
Judgment Fee (Dept. of Natural Resources): \$0.00  
**Due to Secretary of State**  
(101-000-000-206.136) \$1,935.00

Total: **\$44,187.90**

**Due to Ypsilanti Township**

Court Costs (101-000-000-602.136): \$37,503.58  
Civil Fees (101-000-000-603.136): \$16,460.00  
Probation Fees (101-000-000-604.000): \$8,557.00  
Ordinance Fines (101-000-000-605.001): \$38,734.00  
Bond Forfeitures (101-000-000-605.003): \$850.00  
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): (\$378.56)

Total: **\$101,726.02**

**Total to General Account - (101.000.000.004.136): \$149,565.92**

**Escrow Account**

(101-000-000-205.136)

Court Ordered Escrow: \$3,406.00  
Garnishment Proceeds: \$0.00  
Bonds: \$11,090.00  
Restitution: \$4,175.43

**Total to Escrow Account - (101.000.000.205.136): \$18,671.43**

		Year to Date	
		Prior Year Comparison	
Month	Revenue	Revenue	
	2014	2015	
<b>January</b>	\$93,424.58	\$101,726.02	
February	\$134,377.46		
March	\$116,070.56		
April	\$104,192.57		
May	\$106,156.14		
June	\$107,897.55		
July	\$101,268.87		
August	\$98,053.38		
September	\$106,365.17		
October	\$108,958.51		
November	\$81,140.04		
December	\$93,416.84		
Grant:		\$41,250.00	
Standardization			
Payment:	\$45,724.00	\$45,724.00	
Year-to Date			
<b>Totals:</b>	\$1,297,045.67	\$188,700.02	
<b>Expenditure</b>			
<b>Budget:</b>	\$1,267,085.00	\$1,328,089.00	
<b>Difference:</b>	\$29,960.67	(\$1,078,384.98)	



**YPSILANTI TOWNSHIP FIRE DEPARTMENT**  
**MONTHLY REPORT**

**JANUARY 2015**

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	20 Fire Fighters
1 Fire Marshall	3 Shift Lieutenants	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 394 requests for assistance. Of those requests, 298 were medical emergency service calls, with the remaining 96 incidents classified as non-medical and/or fire related.

Department activities for the month of January, 2015:

- 1) The Public Education Department participated in the following events:
  - a) Car Seat fittings
  - b) Smoke Alarms: 181 Oaklawn (2) & 427 Campbell (2)
- 2) Fire fighters attended 18 neighborhood watch meetings
- 3) Fire fighters received training in the following areas:
  - a) Washtenaw County Tech Rescue Team
  - b) Washtenaw County HazMat Team
  - c) Pittsfield Township Fire Department Tower Truck

The Fire Marshal had these activities for the month of January, 2015:

- 1) Inspections / Tests completed:
  - a) Fire Sprinkler Flow test: 1
  - b) Fire Alarm Test/Inspections: 2
  - c) Site Plan Reviews: 1
  - d) Site Inspections: 9
  - e) Liquor Inspections: 20
  - f) Address Issued: 1
  - g) HazMat Spill Responses: 2
  - h) Fire Investigations: 4
  - i) Court Appearances: 2
- 2) Attended 6 meetings / events:
  - a) Washtenaw County HazMat Authority Board meeting
  - b) WAMAA Chiefs meeting
  - c) Ypsilanti Township Board meeting
  - d) SE MI Fire Inspectors Society training
  - e) HUVACO training
  - f) Washtenaw County HazMat Team training

The Fire Chief attended 09 meetings / events for the month of January, 2015:

- 1) WAMAA meeting
- 2) SE MI Fire Chiefs meeting
- 3) Automatic Mutual Aid meeting with Van Buren Twp Fire Chief
- 4) Meetings with 2 Board Up vendors – Paul Davis & Signal Restoration
- 5) Meeting with HVA Dispatch regarding Board Up Rotation
- 6) 2 meetings with John Hancock
- 7) Civil Service hearing

There were 3 injuries and 0 deaths reported this month for civilians.

There were 0 injuries and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at ***\$205,200.00***. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 01/07/2015	1040 Commonwealth	\$ 75,000.00 (building)
2) 01/07/2015	1040 Commonwealth	\$ 0.00 (building-rekindle)
3) 01/13/2015	WB I-94 @ Huron	\$ 3,200.00 (vehicle)
4) 01/15/2015	2277 S Grove #811	\$ 50,000.00 (building)
5) 01/21/2015	837 George Place #9	\$ 30,000.00 (building)
6) 01/21/2015	332 S Ford Blvd	\$ 12,000.00 (building)
7) 01/22/2015	2891 Bynan Dr #204	\$ 35,000.00 (building)
8) 01/24/2015	729 Charles	\$ 0.00 (Mutual Aid-Ypsi City)

Respectfully submitted,

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

Attachment: Fire House Incident Type Report (Summary) 01/01/2015 – 01/31/2015

**Ypsilanti Township Fire Department**

**Incident Type Report (Summary)**

**Alarm Date Between {01/01/15} And {01/31/15}**

<b>Incident Type</b>	<b>Count</b>	<b>Pct of Incidents</b>	<b>Total Est Loss</b>	<b>Pct of Losses</b>
<b>1 Fire</b>				
111 Building fire	7	1.78%	\$202,000	98.44%
131 Passenger vehicle fire	1	0.25%	\$3,200	1.55%
	<b>8</b>	<b>2.03%</b>	<b>\$205,200</b>	<b>100.00%</b>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
300 Rescue, EMS incident, other	35	8.88%	\$0	0.00%
311 Medical assist, assist EMS crew	23	5.84%	\$0	0.00%
320 Emergency medical service, other	26	6.60%	\$0	0.00%
321 EMS call, excluding vehicle accident with injuries	175	44.42%	\$0	0.00%
322 Motor vehicle accident with injuries	6	1.52%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	2	0.51%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	29	7.36%	\$0	0.00%
352 Extrication of victim(s) from vehicle	1	0.25%	\$0	0.00%
360 Water & ice-related rescue, other	1	0.25%	\$0	0.00%
	<b>298</b>	<b>75.63%</b>	<b>\$0</b>	<b>0.00%</b>
<b>4 Hazardous Condition (No Fire)</b>				
411 Gasoline or other flammable liquid spill	1	0.25%	\$0	0.00%
412 Gas leak (natural gas or LPG)	2	0.51%	\$0	0.00%
422 Chemical spill or leak	1	0.25%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	1	0.25%	\$0	0.00%
443 Breakdown of light ballast	1	0.25%	\$0	0.00%
444 Power line down	1	0.25%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	0.25%	\$0	0.00%
	<b>8</b>	<b>2.03%</b>	<b>\$0</b>	<b>0.00%</b>
<b>5 Service Call</b>				
500 Service Call, other	1	0.25%	\$0	0.00%
510 Person in distress, Other	2	0.51%	\$0	0.00%
511 Lock-out	1	0.25%	\$0	0.00%
520 Water problem, Other	3	0.76%	\$0	0.00%
522 Water or steam leak	1	0.25%	\$0	0.00%
531 Smoke or odor removal	6	1.52%	\$0	0.00%
551 Assist police or other governmental agency	2	0.51%	\$0	0.00%
561 Unauthorized burning	2	0.51%	\$0	0.00%
571 Cover assignment, standby, moveup	1	0.25%	\$0	0.00%
	<b>19</b>	<b>4.82%</b>	<b>\$0</b>	<b>0.00%</b>

**Ypsilanti Township Fire Department**

**Incident Type Report (Summary)**

**Alarm Date Between {01/01/15} And {01/31/15}**

<b>Incident Type</b>	<b>Count</b>	<b>Pct of Incidents</b>	<b>Total Est Loss</b>	<b>Pct of Losses</b>
<b>6 Good Intent Call</b>				
600 Good intent call, Other	5	1.27%	\$0	0.00%
611 Dispatched & cancelled en route	37	9.39%	\$0	0.00%
622 No Incident found on arrival at dispatch address	2	0.51%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.25%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	1	0.25%	\$0	0.00%
	<b>46</b>	<b>11.68%</b>	<b>\$0</b>	<b>0.00%</b>

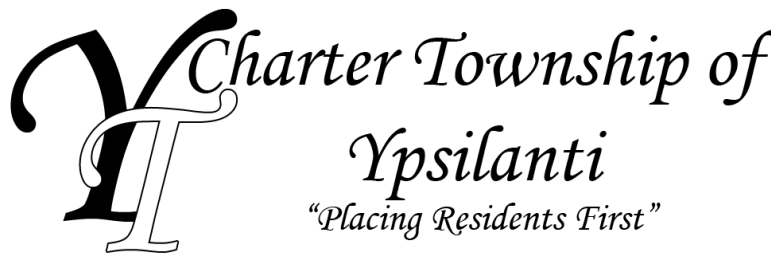
<b>7 False Alarm &amp; False Call</b>				
700 False alarm or false call, Other	4	1.02%	\$0	0.00%
733 Smoke detector activation due to malfunction	1	0.25%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	1.27%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	3	0.76%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	2	0.51%	\$0	0.00%
	<b>15</b>	<b>3.81%</b>	<b>\$0</b>	<b>0.00%</b>

**Total Incident Count: 394**

**Total Est Loss:**

**\$205,200**

*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

February 6, 2015

To: Township Board

From: Joe Lawson  
Planning Director

**Re: Planning Division (OCS) January/February 2015**

---

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

### **Planning Commission Activity**

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

On January 27, 2015, the Commission held its regular meeting to consider the following applications:

- **Sign Ordinance Amendment:** After much discussion, the Planning Commission made a recommendation to the Board of Trustees for the Adoption of the proposed sign ordinance amendments presented by staff. The proposed amendments will update the sign ordinance in relation to digital signs, billboards and political signs. The proposed ordinance amendment will be presented to the Board for a first reading during the first meeting in March.
- **AT&T Wireless Communication Tower** – The Commission, as requested, scheduled a public hearing for the January meeting date to consider the special land use application to permit the construction of a wireless communication tower on Township Civic Center property. On the morning of the scheduled public hearing, AT&T representatives withdrew the application stating that AT&T has “delayed” the construction project for an “indefinite” period of time. The item was withdrawn from the agenda.
- **Annual Report** – The Commission was provided a draft of the 2014 Planning Commission annual report as required by the Michigan Planning Enabling Act.

The report was reviewed and recommended for submission to the Board of Trustees for their review.

- Yankee Air Museum: The Planning Commission scheduled a public hearing for Tuesday, February 24th to consider the PD Stage I application of the Yankee Air Museum to permit the establishment of the new museum to be located in a portion of the form B24 Bomber plant (aka GM Powertrain).

## **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: RFPs have been sent out to local landscape contractors for the installation of the required landscaping associated with the project. The deadline for proposals is scheduled for Monday, February 9<sup>th</sup> with a installation completion date of April 1, 2015.

WalMart Expansion – 2515 Ellsworth: Renovations of the existing portion of the store continue and are planned to be completed by the spring. A recent MLive article stated that WalMart is in the process of hiring up to 80 new employees as part of the expansion/renovation.

Blackmore Addition #3 – The approved plans are currently under construction. The shell of the building has been completed and now the interior construction will continue through the winter. The exterior site improvements will be completed in the spring/early summer. This addition will permit the Blackmore company to move an operation from a Kentucky location here to the Township.

Cueter Chrysler Dealership – The plans are currently in detail engineering review. Both the former Hot N Now and Fuel station demolition permits have been approved and complete. Construction of the approved plans will commence once the weather permits.

Los Amigos – Staff still awaits the submittal of the detailed engineering drawings. Engineering review and approval is required prior to the construction planned this spring.

Majestic Lakes – The final reviews have been received by the Planning Department. The PD Stage I amendment is now in proper form for the Board’s review and consideration. The application to planned to be presented to the Board during the February 17<sup>th</sup> meeting date.

Burning Bush – Staff is currently awaiting the submission of the detailed engineering application. Staff along with OHM representative Matt Parks and Water Resources Commissioner representative Scott Miller met with the design engineer to discuss the potential for improvements to the existing stormwater management system. Once a plan has been devised, the engineer will submit for formal detailed engineering review. Construction is planned for this spring.

Yankee Air Museum (YAM) – The PD Stage I preliminary site plans have been submitted for review and consideration. The Commission has also scheduled the necessary public hearing for Tuesday, February 24th to consider the application. There is much work to be completed in relation to this project and staff looks forward to moving this project to fruition.

Buffalo Wild Wings – Staff is in receipt of a preliminary site plan application to permit the expansion of the existing parking lot associated with the Buffalo Wild Wings located at 216 James L. Hart Parkway. The proposed expansion would encompass the vacant land to the west of the existing facility. When completed, the facility will include a total of 178 parking spaces, 84 of which are part of this current application. The plans will be presented to the Commission once in proper form.

### **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 January or February due to a lack of agenda items.

### **Committee Meetings**

*WATS Technical Committee* – No meeting was held in January though staff did attend the scheduled February 4<sup>th</sup> meeting. A topic of discussion related to the issues of funding for 2015 road projects. Currently funding for these projects has not been release by the Federal Government and thus many projects are on hold including the proposed round-abouts at Textile and Stony Creek and Hitchingham. Road Commission Managing Director Roy Townsend stated that the State may permit the construction projects to move forward prior to the funding being released. He further stated that there is some risk in doing so should the funding be reduced or not released.

RACER – On February 5<sup>th</sup> staff had the opportunity to meet with RACER representative Grant Trigger and his engineering team. The purpose of the meeting was to provide the Township with information as it relates to the future storm water and ground water treatment systems planned for the former GM Powertrain facility. The plans presented were a “30%” design which means the plans are very preliminary and conceptual. The next step in the process is to complete a 60% design for presentation. At the 60% design phase, profession consultants for the Township and MDEQ agents will have a

better opportunity to fully review the plans and provide comments prior to the submittal of the 90% or final plans. RACER plans to have the plans approved, permitted and constructed by the end of the 2015 construction season.

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 [jlawsen@ytown.org](mailto:jlawsen@ytown.org).





# 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. RESIDENTIAL SERVICES JOB OPENINGS ..... KAREN WALLIN
- 2. PROPOSED ORDINANCE AMENDMENT -  
VEGETATION ..... MIKE RADZIK
- 3. REVIEW AGENDA ..... SUPERVISOR STUMBO
- 4. OTHER DISCUSSION ..... BOARD MEMBERS

# **DISCUSSION**

## **Residential Services Job Openings**

# 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 approve amendments to Vegetation Ordinance Sec. 66-31 and Sec. 66-32**  
Date: February 10, 2015

The Office of Community Standards is preparing for the upcoming mowing season and requests changes be made to Chapter 66 of the Code of Ordinances regulating vegetation. I have consulted with legal counsel resulting in the enclosed ordinance amendment and resolution being offered for consideration.

The changes are designed to more accurately recover administrative costs associated with vegetation enforcement, as well as extend the statutory notice period one week earlier to cover the active enforcement start-up period. These changes update the ordinance to meet current demands.

The requested changes include:

- Amend the administrative fee from a flat 15% to a flat dollar amount to be determined by Board resolution each year. In 2014, the administrative fee averaged \$5.25 per enforcement mow which was only a fraction of the true administrative cost of enforcement. A separate fee resolution will be submitted for Board consideration at the time of 2<sup>nd</sup> reading (if approved).
- Amend the statutory notice period from June 1<sup>st</sup> to Memorial Day. This annual period is the earliest date that OCS staff can order a property to be mowed without following the standard notice of violation process. It effectively moves the notice period about one week earlier, as OCS traditionally stockpiles mow orders during that time frame.
- Amend the notice publication date from the month of March to the month of April. This will afford more time to publish the notice and move the publication closer to the actual implementation date.

Thank you for your consideration. Please contact me with questions or concerns.

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2015 – 2

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

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

**Whereas**, the Township Ordinance 66-32 authorized the Commissioner to enforce the vegetation Ordinance by authorizing an agent to cut grass or noxious weeds in excess of seven inches (7”) and charge the property owner with the costs of the mowing plus a 15% administrative fee; and

**Whereas**, the Township’s Office of Community Standards’ records show that the 15% administrative fee does not cover the actual administrative costs sustained by the Township in processing mowing complaints, mowing inspections, written reports, coordination with contract mowers and billing notices; and

**Whereas**, amending the Ordinance to permit newspaper publication of the annual mowing notice in April will provide the Township with an additional month to prepare such notices for newspaper publication; and

**Whereas**, amending the Ordinance to provide that the administrative costs assessed against property owners will be determined by resolution of the Township Board will enable the Township to set an annual administrative fee rate which is directly based on the actual administrative costs sustained by the Township in monitoring and enforcing the seven inch (7”) vegetation limit;

**Now therefore**, be it resolved that Ordinance 2015- 443 is hereby adopted by reference.

**CHARTER TOWNSHIP OF YPSILANTI**  
**PROPOSED**  
**ORDINANCE NO. 2015 - 443**

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

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

**Delete: In its entirety, Section 66-31 entitled Grass and weeds and**

**Delete: In its entirety, Section 66-32 entitled Enforcement.**

**Add: The following new provisions to Chapter 66 Vegetation:**

**Sec. 66-31. - Grass and weeds.**

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

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

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

**Sec. 66-32. - Enforcement.**

If private property or a lawn extension is not maintained as required by this article, the commissioner may have the work done to bring the property or lawn extension into compliance. The notice provided for enforcement of sections other than section 66-31 shall be sent to the address of the owner as shown on the assessor's records at least five days prior to commencing the work. If an immediate hazard to public safety occurs, no prior notice shall be necessary. The actual costs of the work needed to bring property or a lawn extension into compliance, together with an ~~additional 15 percent of that cost~~ administrative fee as determined by resolution of the Township Board, shall be billed to the owner. If this amount is not paid within 45 days, it shall be a special assessment against the property as provided in this Code. The supervisor shall add such expense to the tax roll on such lands, and such shall become a lien against such lands and be enforced in the same manner as provided by the laws of the state for general property taxes.

***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 2015 - 3**

**Vegetation Enforcement Administrative Fee**

**Whereas**, the Township Board has adopted Ordinance 2015-443 which provides for administrative fees to enforce the Code of Ordinances Sec. 66-31, pertaining to nuisance vegetation. The fees recover the Township's cost of inspections, record keeping and collections above and beyond the cost of perform mowing services.

**Now Therefore, Be it resolved**, that the following fee schedule is adopted:

**VEGETATION ENFORCEMENT FEE**

\$35.00 per completed enforcement event

# 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, FEBRUARY 17, 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 JANUARY 20, 2015 WORK SESSION AND FEBRUARY 3, 2015 WORK SESSION AND REGULAR MEETING
  - B. STATEMENTS AND CHECKS
    1. STATEMENTS AND CHECKS
    2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY, IN THE AMOUNT OF \$41,136.74
  - C. JANUARY 2015 TREASURER REPORT
5. SUPERVISOR REPORT
6. CLERK REPORT
7. TREASURER REPORT
8. TRUSTEE REPORT
9. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

### **NEW BUSINESS**

1. BUDGET AMENDMENT #3
2. REQUEST AUTHORIZATION TO APPROVE BOATHOUSE DEVELOPMENT AND LEASE AGREEMENT WITH EASTERN MICHIGAN UNIVERSITY FOR BOATHOUSE LOCATED AT LAKESIDE PARK
3. 1<sup>ST</sup> READING OF RESOLUTION 2015-2, PROPOSED ORDINANCE NO. 2015-443, AMENDING THE CODE OF ORDINANCES, CHAPTER 66 ENTITLED VEGETATION
4. RESOLUTION 2015-3, VEGETATION ENFORCEMENT ADMINISTRATIVE FEE

5. REQUEST TO CONSIDER MAJESTIC LAKES PD STAGE 1 AMENDED PRELIMINARY SITE PLAN
6. REQUEST OF MARK NELSON, MAGISTRATE 14B DISTRICT COURT, TO APPROVE PRIVATE DONATION FROM THE UNIVERSITY OF MICHIGAN IN THE AMOUNT OF \$14,920.00 TO BE UTILIZED FOR THE ADVANCEMENT OF THE DRUG COURT DOCKET TO BE BUDGETED IN LINE ITEM 236-136-000-802-200
7. REQUEST MICHAEL SARANEN, HYDRO DAM OPERATIONS, TO APPROVE PROFESSIONAL SERVICES CONTRACT WITH BARR ENGINEERING CO. FOR 2015 FERC PART 12D SAFETY INSPECTION OF FORD LAKE DAM IN THE AMOUNT OF \$24,850.00 BUDGETED IN LINE ITEM #252-252-000-801-000
8. REQUEST OF MICHAEL SARANEN, HYDRO DAM OPERATIONS, TO WAIVE FINANCIAL POLICY AND AUTHORIZE REPAIRS OF GENERATOR #1 TURBINE FOR A TOTAL OF \$374,102.00 AND APPROVE CONTRACTS WITH 1) JAMES LUFFEL COMPANY NOT TO EXCEED \$62,600.00, 2) PADNOS LEITELT NOT TO EXCEED \$190,115.00, 3) COMPOSITE INDUSTRIAL GROUP NOT TO EXCEED \$28,587.00 AND TO APPROVE SAFETY SERVICES WITH HYDRO CHEM ON A TIME AND MATERIAL BASIS FOR \$44,000.00, AND A 15% CONTINGENCY OF \$48,800.00 TO ADDRESS ANY ADDITIONAL MATTERS FOUND DURING REPAIR TO BE BUDGETED IN LINE ITEM #252-252-000-976-000
9. REQUEST OF ERIC COPELAND, FIRE CHIEF, TO APPROVE AGREEMENT WITH WEST SHORE SERVICES INC. FOR ANNUAL MAINTENANCE AND INSPECTION OF TWELVE (12) OUTDOOR WARNING EQUIPMENT SITES IN THE AMOUNT OF \$4800.00, BUDGETED IN LINE ITEM #206-206-000-933-001
10. REQUEST OF KAREN WALLIN, HUMAN RESOURCES, TO APPROVE DAWN SCHEITZ, MICHIGAN ADVANCED ASSESSING OFFICER (MAAO), ASSESSING DEPARTMENT, AS THE TOWNSHIP GIS SPECIALIST WITH A PAY INCREASE OF \$1.00 PER HOUR
11. REQUEST OF MIKE RADZIK, OCS DIRECTOR, FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 2733 APPLERIDGE, 1402 WENDELL, 1014 LORI ST., 1725 HEATHERIDGE, 5859 BIG PINE DR., 1334 FALL RIVER, 1288 WOODGLEN, 574 BROOKSIDE AND 2578 HEARTHESIDE IN THE AMOUNT OF \$45,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
12. REQUEST FOR AUTHORIZATION TO SIGN PURCHASE AGREEMENT WITH DTE FOR CONVERTING THIRTY-FOUR (34) 400 WATT MERCURY VAPOR COBRA HEADS TO 135 WATT LED, THIRTY-EIGHT (38) 250 WATT HIGH PRESSURE SODIUM COBRA HEADS TO 135 WATT LED AND ONE HUNDRED FORTY ONE (141) 100 WATT HIGH PRESSURE SODIUM GRANVILLE POST TOPS TO 80 WATT GRANVILLE POST TOP LED FOR A TOTAL OF TWO HUNDRED THIRTEEN (213) STREET LIGHTS IN THE AMOUNT OF \$94,162.00 BUDGETED IN LINE ITEM #101-956-000-926-050

## **OTHER BUSINESS**

## **AUTHORIZATIONS AND BIDS**

1. REQUEST OF JOE LAWSON, PLANNING DIRECTOR, TO AWARD LOW BID FOR LANDSCAPING AND INSTALLATION OF SITE FURNISHINGS AT LAKESIDE PARK BOATHOUSE TO MARGOLIS COMPANIES IN AN AMOUNT NOT TO EXCEED \$19,050.00 AND TO AUTHORIZE PURCHASING OF SITE FURNISHINGS FROM VICTOR STANLEY IN THE AMOUNT OF \$18,747.00, BLUE VALLEY INDUSTRIES IN THE AMOUNT OF \$469.48 AND SG FABRICATORS IN THE AMOUNT OF \$1,500.00 BUDGETED IN LINE ITEM #212-970-000-974-036
2. REQUEST OF MARK NELSON, MAGISTRATE 14B DISTRICT COURT, TO AUTHORIZE PURCHASE OF BOND/TRUST/RESTITUTION CHECK WRITING APPLICATION LICENSE AND BOND/TRUST/RESTITUTION RECONCILIATION APPLICATION LICENSE ALONG WITH INSTALLATION AND TRAINING FROM DMC TECHNOLOGY GROUP, INC IN THE AMOUNT OF \$7,600.00 BUDGETED IN LINE ITEM #236-136-000-819-006 AND TO WAIVE FINANCIAL POLICY FOR SEEKING BIDS DUE TO THE FACT THIS VENDOR IS THE SINGLE SOURCE FOR THIS PRODUCT

# PUBLIC COMMENTS

---

# **CONSENT AGENDA**

---

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 20, 2015 WORK SESSION**

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

**Members Present:** Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Doe, Trustees Stan Eldridge and Mike Martin (arrived at 6:35 p.m.)

**Members Absent:** Trustees Jean Hall Currie

**Legal Counsel:** Wm. Douglas Winters (arrived at 5:15 p.m.)

Supervisor Stumbo reported the presenters were not here for Agenda Items #1 and #2. She proceeded to review the Regular Board Meeting Agenda Items:

### **SUPERVISOR REPORT**

Supervisor Stumbo stated she would present her report at the Regular Meeting.

### **CLERK REPORT**

Clerk Lovejoy Roe reported on:

- **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.

**CHARTER TOWNSHIP OF YPSILANTI  
JANUARY 20, 2015 WORK SESSION MINUTES  
PAGE 2**

- **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.

Supervisor Stumbo acknowledged County Commissioner Ruth Ann Jamnick in the audience.



## **TREASURER REPORT**

Treasurer Doe stated his report was included under the Consent Agenda..

## **TRUSTEE REPORT**

None

## **ATTORNEY REPORT**

### **A. GENERAL LEGAL UPDATE**

Attorney Winters provided a brief overview on the addresses for which authorization to initiate legal action was being requested. He stated some progress was being made in holding banks, mortgage companies and property owners accountable for vacant and abandoned properties, to help in neighborhood stabilization.

Attorney Winters stated the Township Board had met with Congresswoman Dingell this past week regarding obtaining help on these issues from a federal level.

## **OLD BUSINESS**

- 1. 2<sup>ND</sup> 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 ( 1<sup>ST</sup> READING HELD AT THE DECEMBER 16, 2014 REGULAR MEETING)**

Supervisor Stumbo briefly reviewed the reasons for the change in the ordinance. Attorney Angela King provided a brief explanation regarding the changes.

- 2. 2<sup>ND</sup> READING OF ORDINANCE NO. 2014-442, AMENDING CODE OF ORDINANCES, CHAPTER 42, ARTICLE VIII, OFFENSES CONCERNING UNDERAGE PERSONS ( 1<sup>ST</sup> READING HELD AT THE DECEMBER 16, 2014 REGULAR MEETING)**

Supervisor Stumbo and Attorney King explained the amendment was to address outdated technology.

**CHARTER TOWNSHIP OF YPSILANTI  
JANUARY 20, 2015 WORK SESSION MINUTES  
PAGE 4**

- 3. 1<sup>st</sup> 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)**

Attorney King stated her recommendation was to disapprove this ordinance based on the fact that most of the board-ups were done by the Township so there was really no need to regulate it at this time.

Clerk Lovejoy Roe clarified that the Township could use the board-up material discussed at the last meeting, if needed without adopting an ordinance.

The presenters for Agenda Items #1 and #2 arrived and Supervisor Stumbo asked for the first presentation:

**AFFORDABLE HOUSING NEEDS ASSESSMENT UPDATE**

Mary Jo Callan, Director of the Office of Community and Economic Development for Washtenaw County introduced a presentation regarding housing needs along the Urban Corridor. She stated they would be recommending nearby communities, along with Ypsilanti Township to adopt their report which included specific goals and supported the formation of a regional work group to look at housing affordability and balancing equity goals along the Urban Core.

Brett Lenart, from the Washtenaw County Office of Community and Economic Development stated the report that was being handed out was completed in January by czb Associates from Alexandria, Virginia. He reported they had done a combination of quantitative and qualitative analysis of our community and housing market. Mr. Lenart provided an overview of the data and presented goals for the next 20 years to help communities along the Urban Core to move along a positive trajectory to make them viable contributors by balancing the housing markets and stabilizing neighborhoods. Mr. Lenart stated the goals for Ypsilanti Township would be more about market demands, quality of life amenities and job creation. He stated the fundamental notion was to have an equal share of household income across communities, developing strategies with the potential for high and moderate impact by putting our resources into all solutions available and monitoring our progress over the near, moderate and long term.

Supervisor Stumbo recognized Ruth Ann Jamnick, County Commissioner.

Ruth Ann Jamnick, County Commissioner stated she would like to go through the report again and was interested in the Board's reaction and comments to the presentation. She stated the report could help, in a positive manner, to create a cohesive relationship between the four communities. She stated this was an opportunity to find some solutions that would work for everyone and make our community stronger.

**CHARTER TOWNSHIP OF YPSILANTI  
JANUARY 20, 2015 WORK SESSION MINUTES  
PAGE 5**

Supervisor Stumbo said she felt a sense of urgency based on the report.

Ruth Ann Jamnick agreed there was a sense of urgency but she explained as we have learned over the years, sometimes it has to be slowed down so everyone understands where we want to go, where we need to go and where we can go. She said it would help to get the questions and thoughts out that we have. She felt some would be positive and some challenging. But she shared that as we move forward it is an opportunity to look at where we can go, and the time to break down some of those barriers between the four communities. She said that we should take a look at us being the larger communities in Washtenaw County and demonstrate how we can be leaders.

Supervisor Stumbo said she would like to see more information regarding decentralizing poverty in the County. She stated that the concentration of poverty really wasn't specifically listed out in the report and she felt that could be an action item. She reported that Ypsilanti Township was working with HUD and Ypsilanti Township and Washtenaw County needed to decentralize poverty like other communities have in Michigan.

Ruth Ann Jamnick stated that there is poor and low income in every community and that there was a large population here that we don't need to add to, and we needed to assist and help other communities understand the challenges of what it takes to help that population become strong and a stable part of the community.

Mary Jo Callen, Washtenaw County Office of Community and Economic Development added to Commissioner Jamnick's sentiment and addressed the issue of the concentration of poverty by stating that she thought the whole premise of adding income diversity is really about de-concentrating poverty. She explained that it wasn't called out, certainly in the slides with those words but the report really recognized and partly, looked at it from not just affordable housing but also through an equity lens. She shared that we discovered what; she thought everyone already knew, but really with robust data underpinnings, that we do have much higher proportions of poverty in these two eastside communities. She thought that a few things needed to be kept in mind and felt that the township officials already knew this, but she mentioned and explained that certainly we're looking, and reaffirmed what Brett Lenart had already said, to throw the book at this. She asked how do we rebalance this and answered by stating that we must use every strategy, big and small, high impact and modest impact that is available to us and said that certainly we're looking at how do you look at housing policy, how do you work with HUD to make sure that they're not exacerbating the challenges that some of the neighborhoods on the east side are experiencing and the premise of the report really, the reason we want to add middle class, middle income households to Ypsilanti and Ypsilanti Township is to add a diversity of income, to de-concentrate the proportion of folks who are significantly economically challenged, concentrated in certain neighborhoods. The other piece of it she explained was about, the Township's goal or a goal outlined in the study, that she hoped the township would adopt, to grow demand by 2,700 households in Ypsilanti Township. She shared that Ypsilanti Township has about 21,000 households and explained that the goal was dramatic, to add 2,700 over twenty years was important, but this was a pretty big context, but she explained that by adding households with more resources, not just financial resources,

**CHARTER TOWNSHIP OF YPSILANTI  
JANUARY 20, 2015 WORK SESSION MINUTES  
PAGE 6**

but the resources that often come with education and some of the other sort of social supports that come with choice and being more stable, bring opportunity to everyone. Mary Jo stated, that she knew the township shared with her in the thinking that it's not about let's get rid of the folks who are poor, she said that's not at all what we're talking about. She further explained that what we're talking about is let's add real diversity. She said real diversity in Ann Arbor would bring folks who might need more access to opportunity and more housing affordability, and more diversity on the east side by bringing folks who are middle and higher income earners to really balance out neighborhoods, and to balance out the community. She asked if she had answered the question regarding decentralizing poverty.

Supervisor Stumbo added that job creation, of course, would be a huge part of lifting people up and she stated that's what we need to do. She said that we just can't continue to locate people here through the County and through the State. She said we need to help lift up what we have, but at some point she said there needs to be a policy about Ypsilanti Township, Ypsilanti City and that we have enough. She stated that statistically the report shows that. She stated that we've talked about it for a long time, the concentration, and she shared that she felt job creation would lift people up. She explained that the closing of our plants had a huge impact on Ypsilanti Township and everyone. She shared that everyone's parents that worked at a plant had the opportunity for their children to go to college, which they never had that opportunity so now that the plants have closed we really need to focus on economic development which will help. She stated you can't continue to add to the issues that we have challenging us. She expressed that was what she was concerned about.

Mary Jo Callen stated that she thought the report certainly recommended that we look at how we add amenities to attract folks who could choose to live anywhere in the County, or in the region, frankly. She said we need to examine how we attract folks to live in Ypsilanti and Ypsilanti Township. She said that she thought that everyone would agree with Supervisor Stumbo and that it was about jobs and education. She said that with the Township Board there were certain things the board could influence. She explained that at a minimum she wanted the board to focus on the things the board could control and then weigh in on the things the board could influence. She stated the things the board could control, like zoning and the board's investments; she and the county definitely wanted to provide the township with a strategic framework in which to do that. She said that some of these things we would agree with and we can make it happen. She also said that some things we agree with it, we don't know if we can make it happen and some things you may not agree with. She expressed a desire to have that dialog with the township board so that at least there would be an understanding where she was coming from. She said that we need to invest in economic development, but economic development is a complex and nuanced endeavor and it's about how attractive are our communities. She stated that she was an east sider, and that the township and city were her communities. She asked how attractive, how educated and skilled and prepared are our workers along with what kind of schools do we have? She expressed and questioned that certainly, what kind of infrastructure, what kind of housing stock we have, so that businesses can grow and or relocate here. She said that she totally agreed and said that the township knew that she and the county was very committed to working with Ypsilanti Township.

**CHARTER TOWNSHIP OF YPSILANTI  
JANUARY 20, 2015 WORK SESSION MINUTES  
PAGE 7**

Ruth Ann Jamnick added that the township has struggled and that we've been very wealthy, as far as people coming in. She said that she could remember the days when people were coming from Oakland County and Macomb County here to live because the housing, the same house they could buy there, they could buy cheaper here, less costly here. She said that she thought that we have a lot of work to do. She said it was not going to be quick, and it's not going to be simple but she did think there is an opportunity for us to be able to generate across the County, especially into the Ann Arbor community, a respect again for our community, so that they see us as an opportunity for housing, for jobs, for all of those things. She said it's not, this is a piece of paper and some of it we can do, as you said and some of it we can't do, but the one thing she said that she was going to keep saying to the County, is that you have to understand our history. She said you have to understand how we got to where we are, what we were, what we became and what we continue to be and she explained the challenge is what to do from the closing of the plants and the loss of jobs. She said that she thought we have an opportunity, that we have a County now that is a little bit stronger in what they want to see and how they want to help and what they want to do. She said that she thought that everyone knew her well enough to know that she was going to be pushing the county and moving them along to make sure we get to where we need to go. She said that she thought the county had already figured that out, but she thought it was important for us to be able to say, we are who we are, we understand who we are, and we understand our challenges. She stated that we all know that people have moved over here for years from Ann Arbor, from all over the County to be close to the plants and because they could buy homes, the same home here at a lesser cost than the communities they were in. Ms. Jamnick said that she thought that the county had some responsibility in making us as strong as we ever were and better. She said that was her goal.

Clerk Lovejoy Roe stated one thing that stood out about the study was that 30% of the renters in Ypsilanti Township had only a high school or below, education. She felt one way to help would be through training programs. Clerk Lovejoy Roe also emphasized a change was needed to help Section 8 clients utilize vouchers throughout Washtenaw County.

Attorney Winters addressed the role of financial institutions on a local level and their impact regarding the high rate of foreclosures in Ypsilanti Township the study referenced.

Mary Jo Callan agreed Ypsilanti Township had been the epicenter of the foreclosure crisis and the Ypsilanti Township Board had been tenacious and creative in their approach to deal with that issue. She stated conversations needed to be conducted with HUD, Fannie Mae and others to get all hands on deck. She hoped the County would adopt the report and stated the report along with a resolution to adopt would be presented to the Washtenaw County Ways and Means at their meeting January 21, 2015.

Supervisor Stumbo voiced her appreciation to Ms. Callan for her work and support.

**CHARTER TOWNSHIP OF YPSILANTI  
JANUARY 20, 2015 WORK SESSION MINUTES  
PAGE 8**

Ruth Ann Jamnick stated she was new to the County Commissioner Board and was just now getting this information and looked forward to working toward creating a plan to get Ypsilanti Township back to a place of vibrancy.

Supervisor Stumbo asked about a local land bank being included and Ms. Callan stated it was one of the tools that some communities had utilized effectively and could potentially be utilized again. Supervisor Stumbo stated public safety was another big issue.

Attorney Winters addressed the statement in the Executive Summary of the report that “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 claw back process relying on rental households in the short run to achieve stability before a future homeownership strategy can work, this will require patience and financing.” He stated he could not understand how rental households could bring about stability after dealing with the properties that have gone to court and Police Calls for Service which correlate to the rental properties already existing in Ypsilanti Township.

Mary Joe Callen reported these goals were both urgent and at the same time, would take a long time to implement and hoped all four communities would adopt the report within 30 to 45 days. She stated she looked forward to working with Ypsilanti Township. Ms. Callen said she was hoping the County Ways and Means would adopt the report, the goals and identify a regional work group in order to move forward. She reported the draft resolution was on the County’s website.

**NORTH HYDRO PARK PORTAGE PROJECT**

Andrea Kline, Construction Manager for Huron River Watershed Council briefly presented a proposal to improve portage at North Hydro Park Ford Lake Dam. She stated the Watershed Council was launching its River Up program which was designed to promote the Huron River. Ms. Kline provided an overview of the unsafe conditions that existed at the current portage and the new portage area on the north side of the dam that would provide a smoother landing, safer road crossing and downstream launch site in calmer waters. She stated once HRWC had received approval from the Ypsilanti Township Board of Trustees, then they would proceed with submitting a permit application to the Michigan Department of Environmental Quality and corresponding with the State Historic Preservation Office, U. S. Fish and Wildlife Service and Michigan Department of Natural Resources Fisheries Division which was necessary for a clearance from the Federal Energy Regulatory Commission.

Supervisor Stumbo stated the Park Commission had recommended this proposal for Board approval and it would be placed on the next agenda for Board approval. Trustee Scott Martin stated the proposal made good sense.

Supervisor Stumbo stated the Board would return to review the Regular Board Meeting Agenda:

**NEW BUSINESS**

**BUDGET AMENDMENT #1**

Clerk Lovejoy Roe stated the Budget Amendment would cover the upcoming Special Election in May and was reimbursable through the State of Michigan.

**REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE MUTUAL AID AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND VAN BUREN TOWNSHIP**

Supervisor Stumbo conferred with a firefighter in attendance, stating it was considered an automatic agreement if it was a confirmed fire and would cover six miles into Ypsilanti Township and six miles into Van Buren.

**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**

Supervisor Stumbo stated this was one of the projects that were tied to a Federal Grant. She reported the request for this streetlight came from a Neighborhood Watch meeting; however one resident had voiced opposition.

**REQUEST TO CANCEL YPSILANTI TOWNSHIP BOARD MEETING SCHEDULED FOR TUESDAY, MAY 5, 2015 DUE TO STATEWIDE SPECIAL ELECTION**

Supervisor Stumbo stated confirmation had been received the special election would be held May 5, 2015.

**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**

Clerk Lovejoy Roe stated the application was in proper form and had been reviewed by the Attorney's office with recommendations.

**REQUEST OF MICHIGAN ALLSTARS FOR LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSE**

Clerk Lovejoy Roe stated this was a group trying to raise money for Youth Sports. She said the State required a resolution from the Township Board supporting the applicant's request.

**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**

Joe Lawson, Planning Director provided an overview regarding the addition that had been approved by the Planning Commission. He reported the Burning Bush Church would be constructing a new 1,100 capacity sanctuary on the west side of the building and would be adding a new façade for the front, along with making some minor drainage improvements to meet the new County Drain Standards.

**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**

Mike Radzik, OCS Director provided a brief overview of the vacant and/or abandoned properties that were in various states of dilapidation and seriously impacting the neighborhoods where they are located. Mr. Radzik reported each of these properties had been inspected under Administrative Search Warrants and provided information regarding current property owners and actions taken by the Township. Mr. Radzik stated the first eight properties had been ready for Board approval on Jan.12, 2015 but the last two properties had been added due to police action which resulted in OCS Staff being called for assistance and the request for Administrative Authorization from the full-time officials.

**AUTHORIZATIONS AND BIDS**

- 1. REQUEST OF ANGELA VERGES, RECREATION SERVICES MANAGER TO AWARD LOW BID FOR PRINTING OF THE "DISCOVER" YPSILANTI GUIDE 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 \$1,007.02 BUDGETED IN LINE ITEM #230.751.000.757.775**

**ADJOURNMENT**

The meeting adjourned at approximately 6:25 p.m.



**CHARTER TOWNSHIP OF YPSILANTI  
JANUARY 20, 2015 WORK SESSION MINUTES  
PAGE 11**

Respectfully submitted,  
Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 3, 2015 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:** Wm. Douglas Winters (arrived at 5:20 p.m.)

**WASHTENAW/GOLFSIDE DESIGN CHARRETTE**

Nathan Voght, Office of Community and Economic Development for Washtenaw County and Re-Imagine Washtenaw Project Manager introduced Cheryl Zuellig, Design Consultant, Smith Group JJR of Ann Arbor. Mr. Voght stated this presentation was a final report gleaned from the Washtenaw/Golfside Charrette that was held in October 2014. He stated funding was provided, in part, by a HUD Sustainable Communities Grant and MSHDA.

Cheryl Zuellig reported the study area included the commercial properties on the four corners of the Golfside and Washtenaw intersection and the Charrette's goal was to make it as marketable and developmentally responsive as possible. She stated a frame work was used to take the guidelines, adding the market information, placing them in all four quadrants and using the vision for Re-Imagine Washtenaw.

Supervisor Stumbo provided a point of information that Re-Imagine Washtenaw was on a much larger scale and the Charrette's coverage narrowed the area to Pittsfield Township and Ypsilanti Township, specifically the Golfside and Washtenaw intersection.

Cheryl Zuellig reported the overview of the design area started at Golfside, included all of Fountain Plaza, on the north and proceeded to the Asia Market on the south side. She reported this was just one section in the five mile corridor of Re-Imagine Washtenaw.

Cheryl Zuellig reported this was a high volume area for transit which made it a priority for redevelopment scenarios. She presented design guidelines which used streetscapes, building facades, access, parking and zoning that were in place before the Charrette, as a baseline and then used the future cross section that was developed as part of the Re-Imagine Corridor Improvement Plan. Ms. Zuellig stated the design showed two new "Super Stops" for AAATA, one in the northwest corner in Pittsfield

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 3, 2015 WORK SESSION MINUTES  
PAGE 2**

Township and one in the southeast corner in Ypsilanti Township (the old bowling alley site).

Supervisor Stumbo asked how much space was involved for a Super Stop and if it was in the road Right of Way.

Ms. Zuellig stated it depended on each site, but it usually required, at least, an additional depth of 30 feet by 200 feet width of space for a larger transit shelter and part of it would be in the road Right of Way and additional Right of Way would have to be granted.

Ms. Zuellig reported a target market analysis, looking for a new kind of product, was done to understand the market strengths and challenges of both this area, as well as Platt Road. She stated the Washtenaw market area was strong, had great visibility and positive transit but some of the negatives were that retail standpoints were not real close to the expressway, disposable incomes were comparatively lower and several small, fragmented parcels which were not owned by the same person.

Cheryl Zuellig stated there were more potential residential opportunities than commercial since it was highly supported residential use area at this point and flexible housing types could accommodate a wide range of ages and incomes. She reported these was an essential market for 700 units in and around this area, with only 100 of them being single-family and the focus being on the 2 to 4 unit , 5 to 9 unit and 10 plus unit buildings.

Trustee Mike Martin questioned if the study saw the lower income, young, single college graduates and prospective professionals as prospect for this area and Ms. Zuellig replied that was often the case, as they had learned this age group chose this corridor to live and then commuted into Ann Arbor by bus for work, so the intent was to look at housing options that would attract that demographic.

Cheryl Zuellig stated that while the market study was not focused on retail, some conversation with both the development committee and the market person felt there was an opportunity for some sort of institutional use such as higher education or health care in the area. She reported if any retail was considered it should be entertainment oriented or a neighborhood oriented service or some sort of anchor, such as a collection of restaurants, fitness, healthcare or groceries.

Cheryl Zuellig stated the goal was to meet the intent of Ypsilanti Township's Land Use Plans in terms of a mixed use corridor and improving both vehicular and pedestrian connects into and through the residential neighborhoods and cross east-west connections using access management principles.

Ms. Zuelling presented the existing conditions and vision for a full build-out for each of the quadrants which represented 300,000 square feet of retail, 145,000 of office/institutional/academic space and 1,000 residential units. She reported as a point of reference there was 250,000 square feet of existing commercial at this time, including

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 3, 2015 WORK SESSION MINUTES  
PAGE 3**

the empty Farmer Jack's. She presented ideas for various transformations which would be phased in over a multi-year effort for each quadrant.

Nathan Voght stated this would be the last presentation on the results of the charrette and the next step would be to articulate this information in effective way to draw interest and investment to the Washtenaw /Golfside intersection. He stated some of the challenges faced would be regarding storm water, traffic impact analysis, parking management, maintenance and engagement of property owners. He reported Re-Imagine Washtenaw now had a funding agreement for continued project management and was ready to look at the next steps.

Trustee Mike Martin questioned what made this development different from the proposed Aerotropolis project to which Mr. Voght explained the Washtenaw/Golfside Corridor redevelopment was transit oriented to create pockets of vibrant neighborhood centers with mixed use for 24-hour activity and over time, the hope was to see residents in that area depend on the provided transit system rather than own personal vehicles.

Trustee Mike Martin asked for a timeline regarding the development of this corridor.

Nathan Voght stated the focus at this time was sidewalk gap filling for a basic infrastructure and driveway access as properties redevelop. He explained the pieces were being put together but the long-term would entail a 10 to 20 year solution.

Cheryl Zuellig explained since this was property owned by multiple owners the key would be to work with them to encourage redevelopment.

Trustee Eldridge asked what incentives would be given to property owners for redevelopment.

Nathan Voght stated the current economic picture really didn't make sense for current property owners so the focus was on new investors.

Cheryl Zuellig stated that some of the current buildings that were vacant were actually past their useful life and when that point was reached the owners would be open to new standards.

Supervisor Stumbo asked for clarification regarding the term "institutional use" since the Township was looking for taxpayers and asked if Mr. Voght and Ms. Zuellig were aware of the in-depth study that was presented by Washtenaw County at the Township's last Work Session on affordability analysis. Ms. Stumbo stated the Township needed assurance the goals and objectives of that study and the Charrette study matched.

Mr. Voght explained the affordability needs assessment mentioned the Corridor in multiple instances and he would be looking into that further. He stated it was very clear the recommendation was market rate on the east side of the county and affordability on the west side.

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 3, 2015 WORK SESSION MINUTES  
PAGE 4**

Trustee Eldridge said he had not heard any input regarding public safety when the buildings were moved to the front, reducing vision and accessibility in the back for consumers and or residents and assurance that fire services could access proposed multiple storied buildings. He also asked for specific examples of other municipalities that have embraced these ideals.

Nathan Voght stated he had someone working on that and would follow up with that information.

Supervisor Stumbo asked what the next step would be.

Mr. Voght suggested getting the study out on the local website and the property owners on board to market the properties.

**TYLER DAM PHASE 2 DISCUSSION AND YCUA PROPOSED WORK**

Supervisor Stumbo stated this would be a joint presentation with YCUA, Michael Saranen and Stantec.

Michael Saranen, Hydro Operation Manager provided a brief overview of Tyler Dam maintenance issues dating back to 2012. Mr. Saranen stated a new concern had presented during Phase I, regarding internal seepage carrying granular material from the embankment and releasing it down the river which was a huge safety concern.

Scott Westover, YCUA spoke on plans to replace the existing utility trestle bridge over Tyler Pond.

Michael Saranen stated the YCUA project and a permanent drawdown of the pond regarding dam project have overlapping work which presented an opportunity for both organizations to save money.

Supervisor Stumbo asked several questions requesting clarification regarding the utility trestles and Mr. Westover stated they were timber structures that carried active sewer pipes over the pond. Mr. Westover stated urgent repairs had been made in 2012 so YCUA was proposing to put in a precast concrete structure. He said the design had been changed from a 250 ft. bridge to 30 to 40 ft., since the drawdown of the pond was being considered, with an earth fill on either side.

Mr. Saranen stated a long-term benefit could be gained, if the 54 inch gate was removed, the permanent drawdown was completed, allowing for the shoreline stabilization work to be done then he could petition the State for it to be a low hazard dam rather than the significant hazard dam it was at the present time.

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 3, 2015 WORK SESSION MINUTES  
PAGE 5**

Supervisor Stumbo clarified the \$44,000 was for professional services for final design and the cost could be shared with YCUA.

Mr. Westover stated YCUA was in discussion with the DEQ Revolving Fund regarding funding and their construction project was to be bid sometime between July and September 2015.

Supervisor Stumbo asked how many gallons of sewage were being pumped over the pond and Mr. Westover replied it was over three million gallons a day.

Trustee Mike Martin had questions regarding the costs of the project and Mr. Saranen provided several figures.

Supervisor Stumbo and Michael Saranen agreed we were on the "watch" list with MDEQ and with these repairs we could be taken off of that list.

Mr. Saranen stated he was asking for consideration to begin Phase 3 by approving Stantec to do the final design.

Paul Malocha, Stantec explained their rate charges had risen 2 to 3%.

Trustee Mike Martin asked for clarification regarding the costs the Township and YCUA would incur and Mr. Saranen stated each would save about \$300,000 if Tyler Dam was drawn down.

Discussion followed on a reduction of about \$100,000 of the cost by removing the stabilization issues and 54 inch gate.

Treasurer Doe questioned the budget regarding the repair of the utility trestle and Scott Westover responded it would still be a delicate and costly procedure.

Discussion followed on the total costs and the fact that these actions were not eliminating a natural pond, rather a man-made pond being returned to the creek it was to begin with, but the dam would remain in place to handle any heavy rainfall.

Clerk Lovejoy Roe asked to be refreshed as to how the Township came into possession of the pond, since it had originally been built for fire suppression purposes for the Ford Plant. Both Supervisor Stumbo and Michael Saranen stated it had been deeded to the Township.

**DISCUSSION OF PROPOSED DTE RATE INCREASES**

Clerk Lovejoy Roe discussed the proposed DTE increase and asked if the Board wanted to take an official position or possibly attend a public hearing on the matter.

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 3, 2015 WORK SESSION MINUTES  
PAGE 6**

The Board discussed their opposition to the increase.

Arloa Kaiser voiced her opposition to DTE raising their rates and stated anyone could go to the Michigan Public Service Commission meetings and public comments were accepted.

Clerk Lovejoy Roe reported Pete Murdock from Ypsilanti City, said they had compiled a resolution to join the Coalition led by the Michigan Municipal League to intervene in the public process. She stated she wasn't asking to join that and agreed with Supervisor Stumbo that the Township could support something similar with MTA.

Attorney Winters reported MTA and other municipal units were a part of the Michigan Coalition. Attorney Winters stated he would investigate to determine what further involvement the Township should have and research the Attorney General's position on this issue.

Supervisor Stumbo stated at the very least the Board would send a letter of opposition to DTE regarding the rate increase and wait for Attorney Winter's investigation regarding a legal standpoint.

## **REVIEW AGENDA**

## **CONSENT AGENDA**

Clerk Lovejoy Roe stated there had been a request to approve only the Regular Meeting Minutes. She and Supervisor Stumbo said the Work Session would be reviewed for more detail regarding the housing affordability presentation and comments and then approved at the next meeting.

## **ATTORNEY REPORT**

### **A. GENERAL LEGAL UPDATE**

Attorney Winters stated a lot of headway was being made regarding Director Mike Radzik's OCS Department on the issue of vacant and abandoned properties.

Attorney Winters reported he had requested a closer review of the Township contract mowing list for the purpose of an aggressive policy to pass those mowing costs on to the banks.

Mr. Winters also reviewed the importance of continued neighborhood stabilization.

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 3, 2015 WORK SESSION MINUTES  
PAGE 7**

**NEW BUSINESS**

**BUDGET AMENDMENT #2**

Supervisor Stumbo provided a detailed overview of the budget amendment. There were no questions.

**AUTHORIZATION TO APPROVE PROPOSED CANOE LAUNCH AT NORTH HYDRO PARK AT THE REQUEST OF THE PARK COMMISSION AND THE HURON RIVER WATERSHED COUNCIL AND AUTHORIZATION TO INSTALL A HISTORICAL AUTOMOTIVE MUSEUM SIGN REQUESTED AND DONATED BY THE HURON RIVER WATERSHED COUNCIL**

Supervisor Stumbo stated this was a result of the January 20, 2015 Work Session presentation.

**RESOLUTION NO. 2015-1, ADOPTION OF POVERTY EXEMPTION GUIDELINES**

Supervisor Stumbo stated this had been an annual policy in the past but it had not been revised since 2008. She reported a request by the Michigan Tax Tribunal had resulted in the addition of the formula for arriving at the minimum taxable value. Supervisor Stumbo stated it would not come back to the Board in the future since the Poverty Exemption Guidelines will be adjusted to the annual Washtenaw County guidelines.

**REQUEST TO MICHAEL SARANEN, HYDRO DAM OPERATIONS, TO APPROVE PROFESSIONAL SERVICES CONTRACT WITH STANTEC FOR TYLER DAM PHASE I (FINAL DESIGN) NOT TO EXCEED \$44,000.00 BUDGETED IN LINE ITEM #252.252.000.8010.250**

Supervisor Stumbo stated this was discussed earlier in the Work Session and the Attorney had reviewed the rates.

**ADJOURNMENT**

The meeting adjourned at approximately 6:40 p.m.

Respectfully submitted,  
Karen Lovejoy Roe, Clerk



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

Supervisor Stumbo, called the meeting to order at approximately 7:02 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

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

**Members Absent:** Trustee Jean Hall Currie and Scott Martin

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC COMMENTS**

Jo Ann McCollum, Township Resident stated the former Big Boy restaurant on Ecorse was really an eyesore. Supervisor Stumbo informed her that property was actually located in the City of Ypsilanti, not the Township. Ms. McCollum then inquired if it would be helpful for residents to contact the Attorney General regarding the DTE rate increase. Supervisor Stumbo stated, since he was an elected official, it would be helpful. Ms. McCollum asked the Board for their opinion regarding the affordable housing report that was been presented at the Work Session on January 20, 2015. She stated she had read the whole report and felt Ann Arbor had been shown to be in great shape but Ypsilanti Township and Ypsilanti City were not. She said, in her opinion, the study neglected to show all the hard work that Ypsilanti Township had done to aid neighborhood stabilization. Ms. McCollum wondered how the Board felt about that report and Supervisor Stumbo stated it was alarming but felt helpful steps had been presented that the Township wanted to be a part of and felt the work Ypsilanti Township had been doing was beginning to pay off.

Clerk Lovejoy Roe stated Ms. McCollum made a very valid point that the affordable housing report had focused on a higher affordability in Ann Arbor and that Ypsilanti Township needed to have more rental properties in order to have a higher affordability to buy homes. She felt another approach was to provide helpful ways to obtain housing even if the income did not change, such as Habitat for Humanity.

**CONSENT AGENDA**

**A. MINUTES OF THE JANUARY 20, 2015 REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

Supervisor Stumbo stated the Board had agreed at the Work Session to wait to approve the January 20, 2015 Work Session at the Feb. 3, 2015 Regular Meeting.

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

**ATTORNEY REPORT**

Attorney Winters stated he wanted to follow up to Ms. McCollum's observation regarding the housing report. He reported a case was currently before the U. S. Supreme Court called Texas Department of Housing and Community Affairs vs. the Inclusive Communities Project, Inc. Mr. Winters stated that case had the potential to change how tax-housing credits would be allocated in the future.

**NEW BUSINESS**

**1. BUDGET AMENDMENT #2**

Clerk Lovejoy Roe read Budget Amendment #2 into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #2 (see attached).**

Supervisor Stumbo stated this had been discussed at the Work Session and it took care of two capital projects: one for renovations at the Civic Center, budgeted for 2014 and being completed this year and one for the completion of Phase 2 of the Tyler Dam project and bringing forward Phase 3. She reported other expenditures were PTO banks that were paid out at 75%.

**The motion carried unanimously.**

**2. AUTHORIZATION TO APPROVE PROPOSED CANOE LAUNCH AT NORTH HYDRO PARK AT THE REQUEST OF THE PARK COMMISSION AND THE HURON RIVER WATERSHED COUNCIL AND AUTHORIZATION TO INSTALL A HISTORICAL AUTOMOTIVE MUSEUM SIGN REQUESTED AND DONATED BY THE HURON RIVER WATERSHED COUNCIL**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve Proposed Canoe Launch at North Hydro Park at the request of the Park Commission and the Huron River Watershed Council and authorize to install a historical Automotive Museum sign requested and donated by the Huron River Watershed Council (see attached). The motion carried unanimously.**

**3. RESOLUTION NO. 2015-1, ADOPTION OF POVERTY EXEMPTION GUIDELINES**

**A motion by Trustee Eldridge, supported by Trustee Mike Martin to approve Resolution No. 2015-1, Adoption of Poverty Exemption Guidelines(see attached).**

Supervisor Stumbo explained this was done as part of the Assessing Board of Review process and the guidelines were updated per the Michigan Tax Tribunal. She stated the guidelines were adjusted every year based on the County average income.

**The motion carried unanimously.**

**4. REQUEST OF MICHAEL SARANEN, HYDRO DAM OPERATIONS, TO APPROVE PROFESSIONAL SERVICES CONTRACT WITH STANTEC FOR TYLER DAM PHASE 3 (FINAL DESIGN) NOT TO EXCEED \$44,000.00 BUDGETED IN LINE ITEM #252.252.000.801.250**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve request of Michael Saranen, Hydro Dam Operations, to approve Professional Services Contract with Stantec for Tyler Dam Phase 3 (Final Design) not to exceed \$44,000.00 budgeted in line item #252.252.000.801.250. The motion carried unanimously.**

**ADJOURNMENT**

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

The meeting adjourned at approximately 7:18 P.M.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
2015 BUDGET AMENDMENT #2**

**February 3, 2015**

**101 - GENERAL OPERATIONS FUND**

**Total Increase      \$170,198.00**

Increase the Capital Outlay - Improvements line item for the continued work on the Civic Center Improvement project approved at the 7/28/14 Board meeting. The year end budgeted available balances are not carried forward to the new year budget. We would like to request that the 2014 year end available budget listed below be approved to complete the Civic Center project. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$117,309.00
			Net Revenues <u>\$117,309.00</u>
Expenditures:	Capital Outlay - Improvement	101-970-000-971.008	\$117,309.00
			\$117,309.00

Increase the General Operations Fund budget for transfer of funds to Hydro Fund for Phase #2 of Tyler Dam project approved at the 04/01/2014 Board Meeting by \$8,889.00. The remainder of the funds needed for Phase #2 is \$8,888.75 and will be completed in 2015. This increase will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$8,889.00
			Net Revenues <u>\$8,889.00</u>
Expenditures:	Transfer To: Hydro Station	101-999-000-968.252	\$8,889.00
			\$8,889.00

Increase the General Operations Fund budget for transfer of funds to the Hydro Fund for **Phase #3** of Tyler Dam project. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$44,000.00
			Net Revenues <u>\$44,000.00</u>
Expenditures:	Transfer To: Hydro Station	101-999-000-968.252	\$44,000.00
			\$44,000.00

**226 - ENVIRONMENTAL SERVICES FUND**

**Total Increase      \$1,529.00**

Increase budget for payout of PTO per employee request approved by Department Head and the three full time Elected Officials for payout of 87.53 accrued PTO hours at 75% (this is over the 32 hours that was originally budget for employee) . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	226-000-000-699.000	\$1,529.00
			Net Revenues <u>\$1,529.00</u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	226-226-000-708.004	\$1,529.00
			Net Expenditures <u>\$1,529.00</u>

**CHARTER TOWNSHIP OF YPSILANTI  
2015 BUDGET AMENDMENT #2**

**February 3, 2015**

**252 - HYDRO STATION FUND**

**Total Increase \$52,889.00**

Increase the Hydro Station Fund budget with a transfer of funds from the General Fund of \$8,889 for Professional Ser-Other Dams line item expenditure for **Phase #2** of Tyler Dam project approved at the 04/01/2014 Board Meeting. The remainder of Phase #2 is \$8,888.75 and will be completed in 2015. This will be funded by a transfer of funds from the General Fund.

Revenues:	Transfer In: General Fund	252-000-000-697.000	\$8,889.00
			\$8,889.00
			\$8,889.00
Expenditures:	Professional Ser - Other Dams	252-252-000-801.250	\$8,889.00
			\$8,889.00
			\$8,889.00

Increase the Hydro Station Fund budget with a transfer of funds from the General Fund of \$44,000.00 for Professional Ser-Other Dams line item expenditure for Phase #3 of Tyler Dam. This will be funded by a transfer of funds from the General Fund.

Revenues:	Transfer In: General Fund	252-000-000-697.000	\$44,000.00
			\$44,000.00
			\$44,000.00
Expenditures:	Professional Ser - Other Dams	252-252-000-801.250	\$44,000.00
			\$44,000.00
			\$44,000.00

**590 - COMPOST FUND**

**Total Increase \$4,033.00**

Increase budget for payout of PTO per the request of two employees approved by Department Head and the three full time Elected Officials for payout of 185.25 accrued PTO hours at 75% (this is over the 32 hours that was originally budget for employee) . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$4,033.00
			\$4,033.00
			\$4,033.00
Expenditures:	Salaries Pay Out - PTO&SICKTIME	590-590-000-708.004	\$4,033.00
			\$4,033.00
			\$4,033.00

Motion to Amend the 2015 Budget (#2):

Move to increase the General Fund budget by \$170,198 to \$7,858,982 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$1,529 to \$2,441,785 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$52,889 to \$588,364 and approve the department line item changes as outlined.

Move to increase the Compost Fund by \$4,033 to \$410,524 and approve the department line item changes as outlined.

## Park Commission

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 484-0073  
Fax: (734) 544-3501  
www.ytown.org



Lonnie Scott, Chair  
Keith P. Jason, Vice Chair  
Debbie Swanson, Secretary  
Richard Roe, Treasurer

Commissioners:  
Gail Boyd-Palmer  
Evan Hayes  
Jimmie Maggard  
Monica Ross-Williams  
Jasmine Mackey

---

---

# MEMORANDUM

To: Brenda Stumbo, Supervisor  
Karen Lovejoy Roe, Clerk  
Larry Doe, Treasurer  
Ypsilanti Township Board of Trustees

From: Lonnie Scott, Chair of the Ypsilanti Township Park Commission

Subject: Recommendation to the Township Board

Date: December 18, 2014

At our meeting on December 1, 2014, the Park Commission voted unanimously in favor of the following motion:

“Motion to recommend to the township board of trustees the proposed Huron River Watershed Council Canoe launch at North Hydro Park for township review with consideration to safety, impact on fishing, and potential parking concerns made by Roe, Second by Ross-Williams.”

The commission is hopeful that the Board of Trustees and Township Officials will review the proposal and asks that township employees with expertise in the areas impacted will be consulted. Specifically, the commission would like the Board to consider the impact on safety, fishing for those who use this area to fish and the potential parking concerns that had been raised by former Township employee Art Serafinski. We appreciate the board’s review of this information.

I will be happy to answer any questions that may arise about this request.

# RiverUp!

## A Huron River renaissance

Turning our communities toward the river to transform the Huron River corridor into a premier destination in Michigan and the Great Lakes







## Huron River WATER TRAIL

- 104 miles from Proud Lake to Lake Erie
- Passes through 5 Trail Towns and 30 communities
- Portages around 11 dams
- Infrastructure improvements include improved launches and portages, signs, kiosks and lockers
- A Michigan Treasure worth exploring



Huron River  
Watershed  
Council

# The Huron River Water Trail

The **Huron River Water Trail** is a **104-mile (167 km) inland paddling trail** connecting people to the river's natural environment, its history and the communities it touches in Michigan's Lower Peninsula.

From the rapids at Delhi and Dexter to the placid flat water at the entrance to Lake Erie, **a variety of paddling experiences** await you. For kayaking, canoeing, fishing on a fly, and other freshwater pursuits, follow the Huron River Water Trail to learn what others already know — the Huron River is a **Michigan treasure worth exploring**.



Huron River  
WATER TRAIL

[www.huronriverwatertrail.org](http://www.huronriverwatertrail.org)

©2013 Huron River Watershed Council

RiverUp!

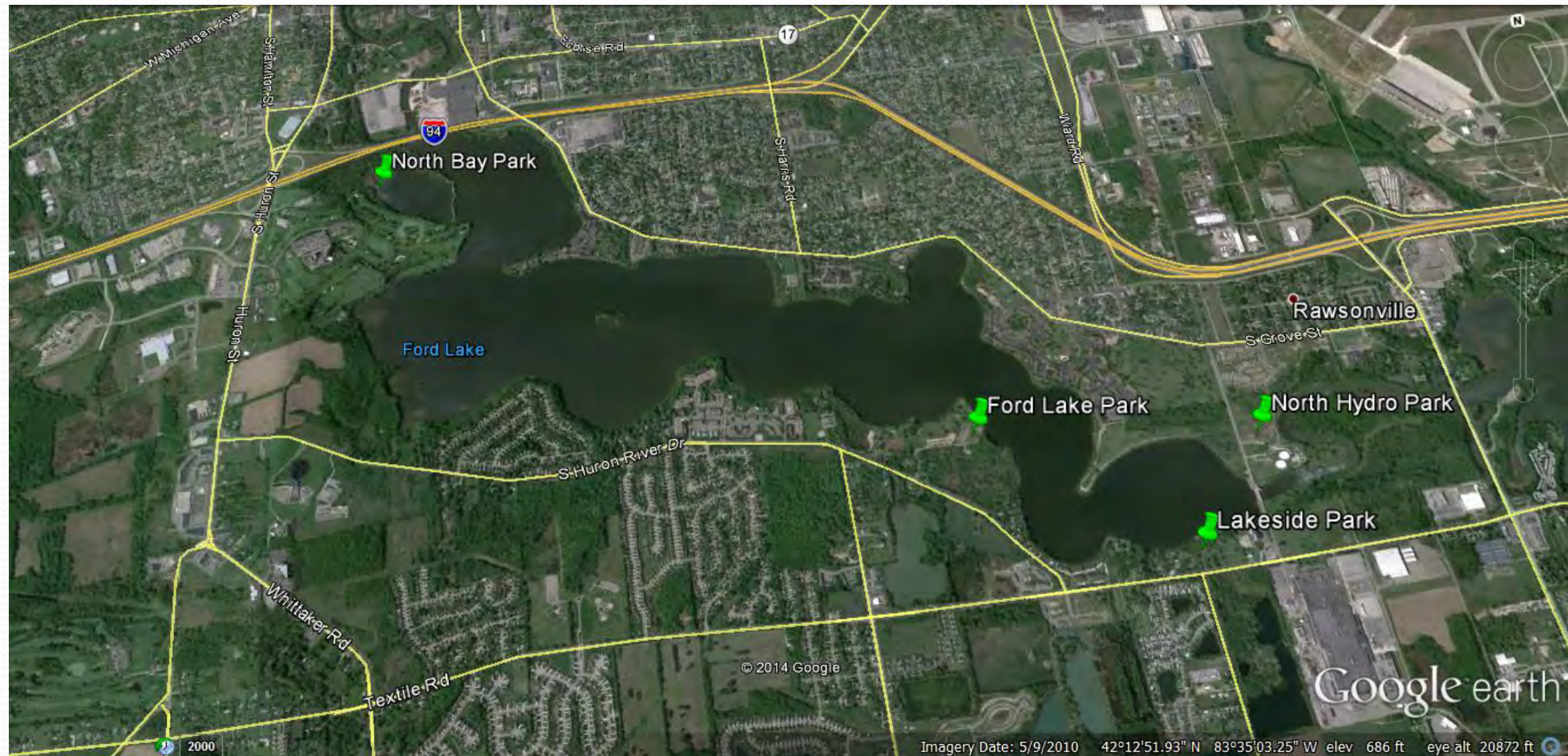


Huron River  
Watershed  
Council

PURE MICHIGAN®  
Your trip begins at michigan.org

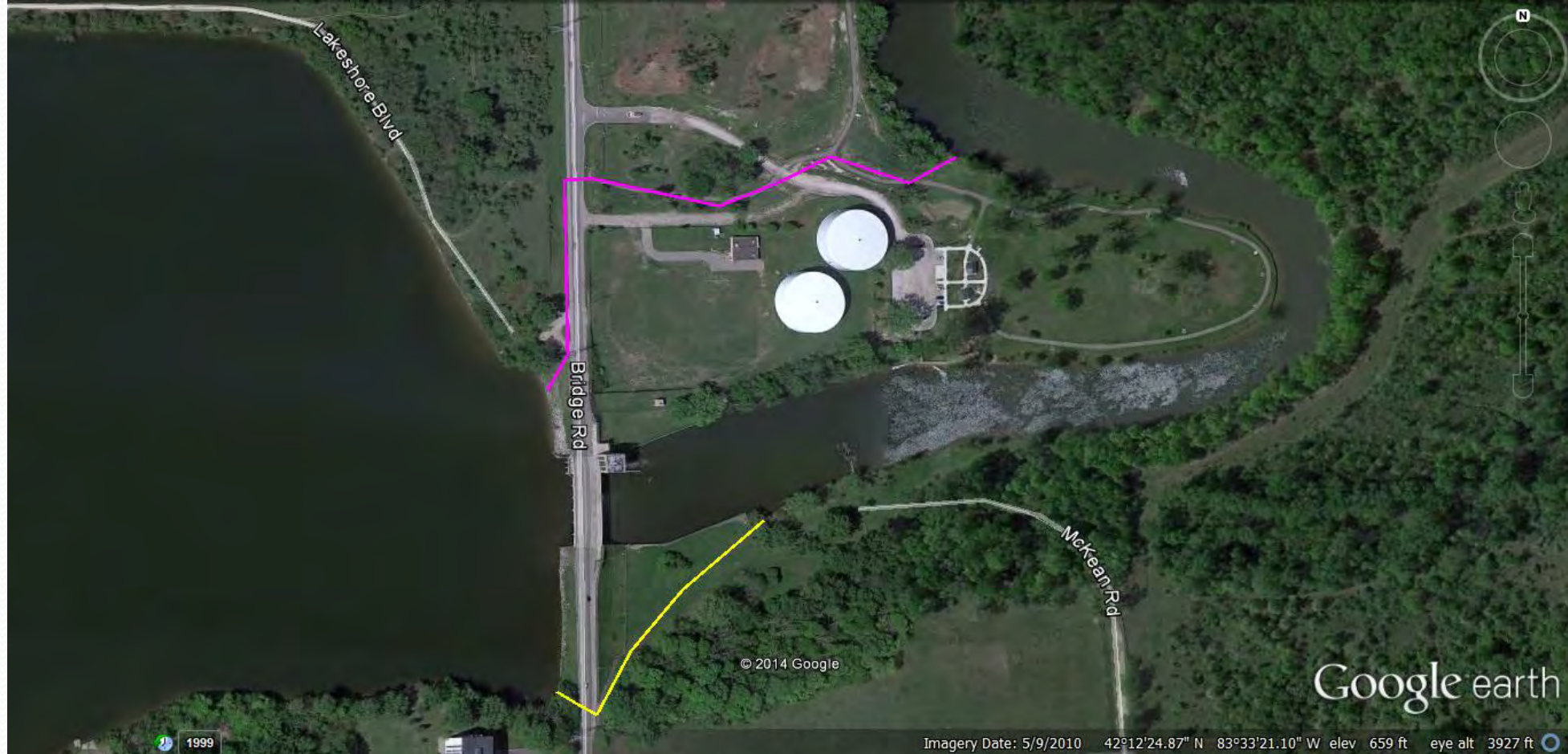


# Ford Lake





# Hydro Dam





# Existing Portage - Upstream





# Existing Portage - Path



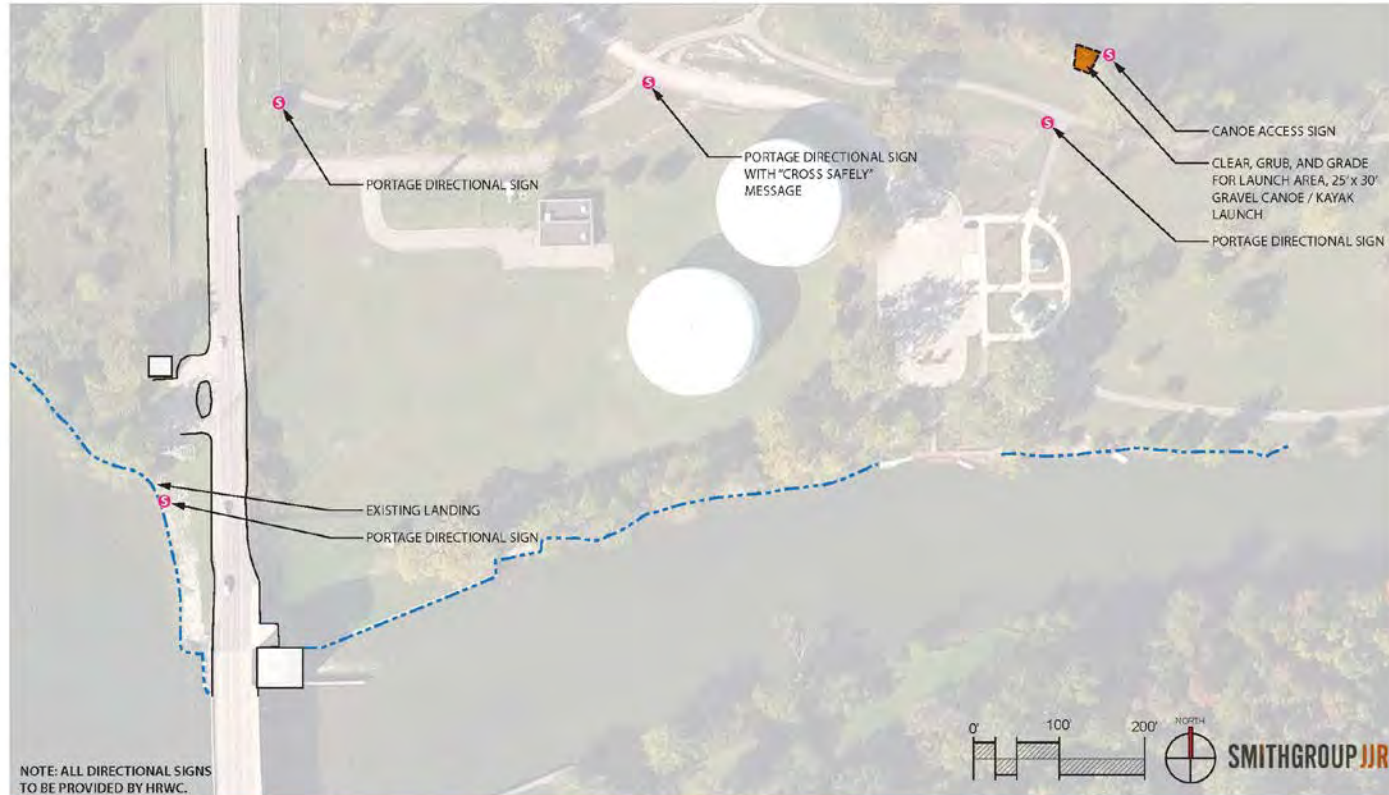


# Existing Portage - Downstream





# Proposed Portage Improvements



## PROPOSED N. HYDRO PARK CANOE/KAYAK PORTAGE

Concept Plan

09.18.2014



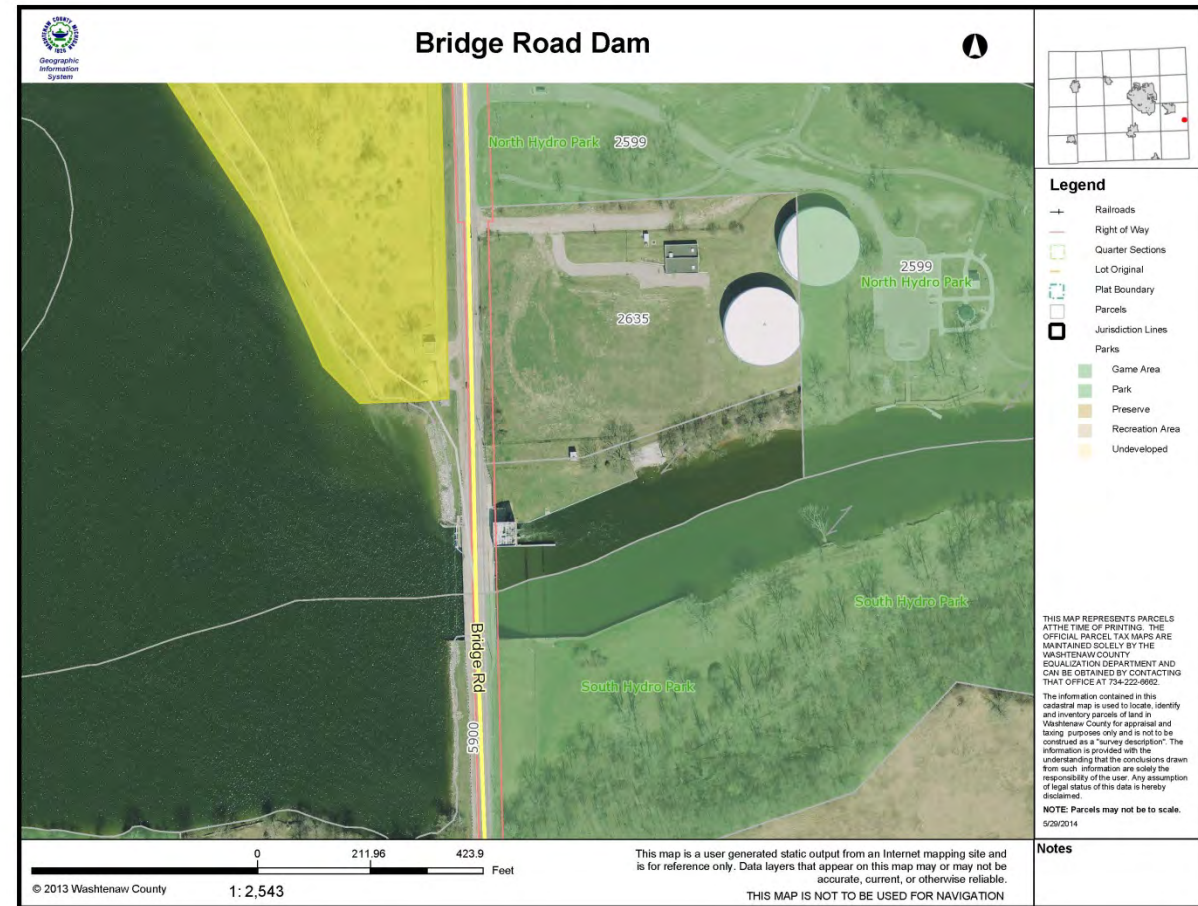


# Proposed Portage - Upstream





# Proposed Portage - Upstream





# Proposed Portage - Path





# Proposed Portage - Downstream





# Proposed Portage - Downstream

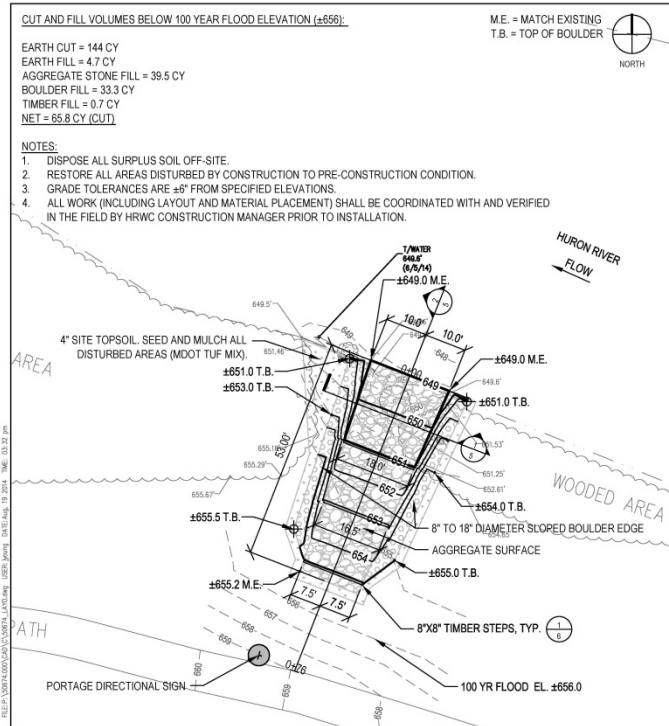
**SMITHGROUP JJR**

LAUNCH LAYOUT, GRADING  
AND MATERIALS PLAN

NOT FOR CONSTRUCTION



PROJECT NAME: NORTH HYDRO PARK CANOE/KAYAK PORTAGE  
 DRAWING TITLE: YPSILANTI TOWNSHIP, MI  
 PROJECT LOCATION: HURON RIVER  
 WATERBODY: 50674.000  
 SQUARE PROJECT #: AUG. 20, 2014  
 DATE: 1"=20'  
 DRAWING SCALE: 4 OF 10  
 DRAWING NUMBER

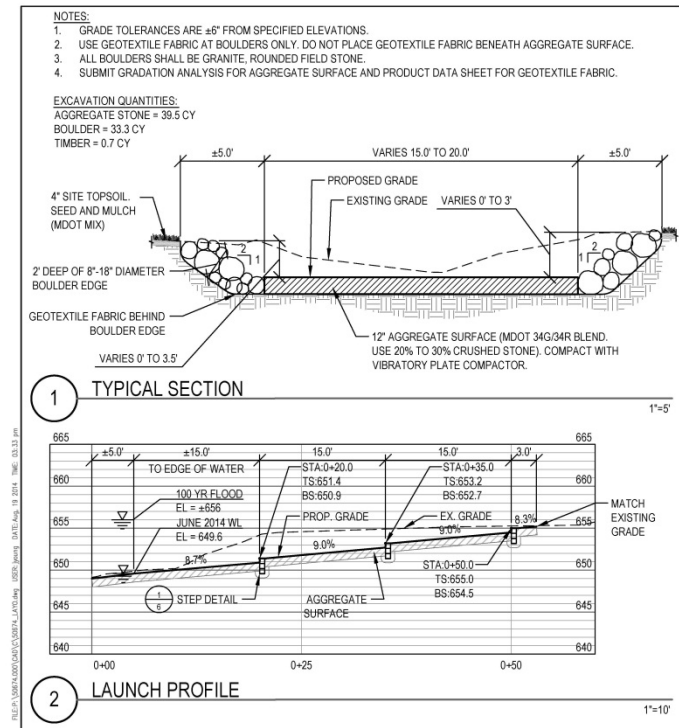


**SMITHGROUP JJR**

NOT FOR CONSTRUCTION



PROJECT NAME: NORTH HYDRO PARK CANOE/KAYAK PORTAGE  
 DRAWING TITLE: YPSILANTI TOWNSHIP, MI  
 PROJECT LOCATION: HURON RIVER  
 WATERBODY: 50674.000  
 SQUARE PROJECT #: AUG. 20, 2014  
 DATE: AS NOTED  
 DRAWING SCALE: 5 OF 10  
 DRAWING NUMBER



# Recreation Commission Comments

- Potential conflicts with existing anglers
  - Anglers have access to entire dam embankment while paddlers are restricted by safety buoys. Additional fishing opportunities at other Twp. parks.
  - HRWC signage
- Parking
  - Existing parking at proposed landing is on land owned by Lakeview Apartments
  - Adequate parking is provided at North Hydro Park. Additional day parking available at Ford Lake Park
- Safety
  - The proposed portage will be safer than the existing one. Not as steep, better sight lines at Bridge Road crossing.

# Additional Permits / Approvals Needed

- Federal Energy Regulatory Commission
  - State Historic Preservation Office
  - U.S. Fish and Wildlife Service
  - Michigan Department of Fisheries
- Michigan Department of Environmental Quality (MDEQ)
- Soil Erosion and Sedimentation Control



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](mailto:akline@hrwc.org) or 734-904-1979.

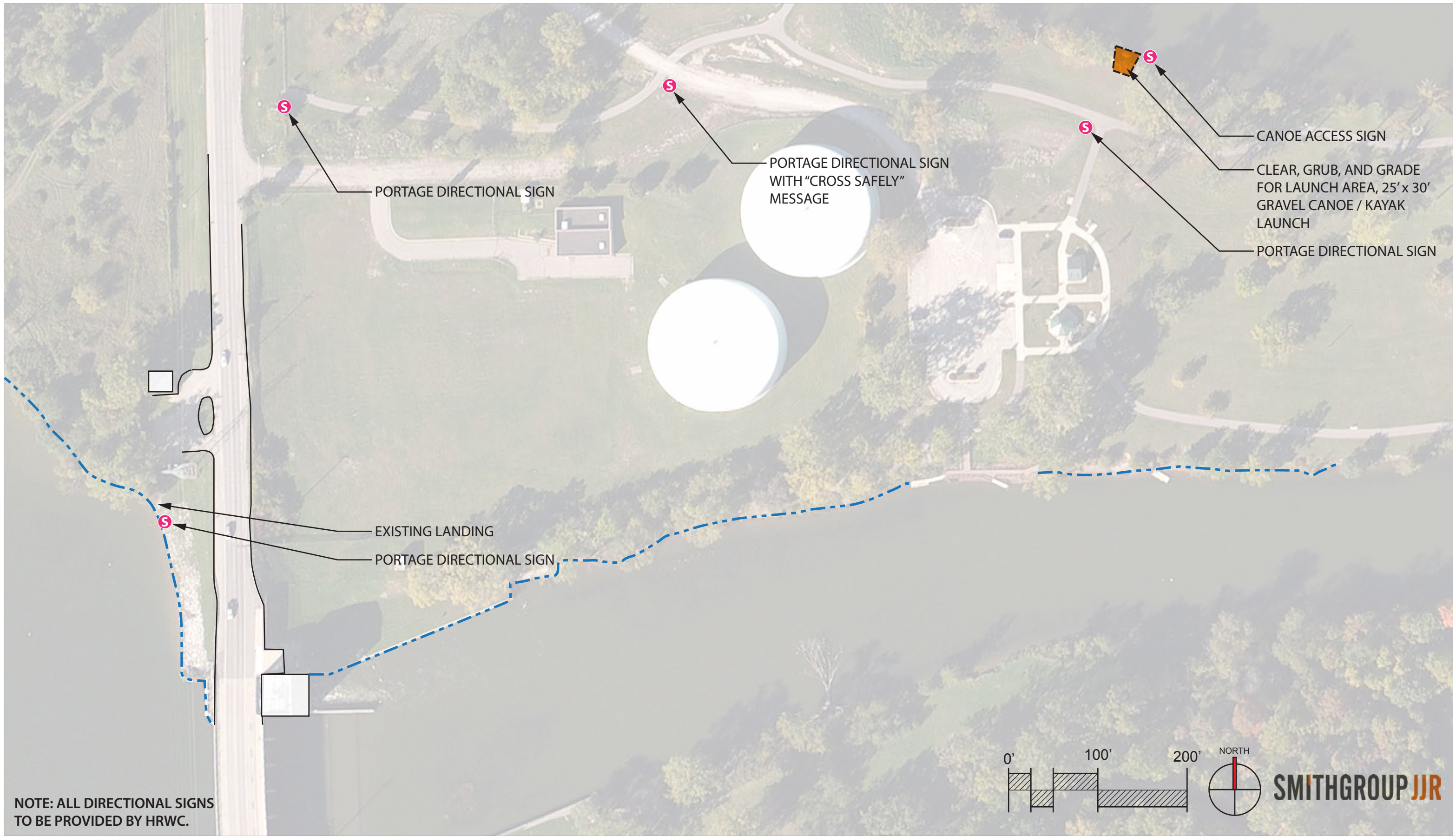
Sincerely,

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.

# 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 ( $\pm 656$ ):

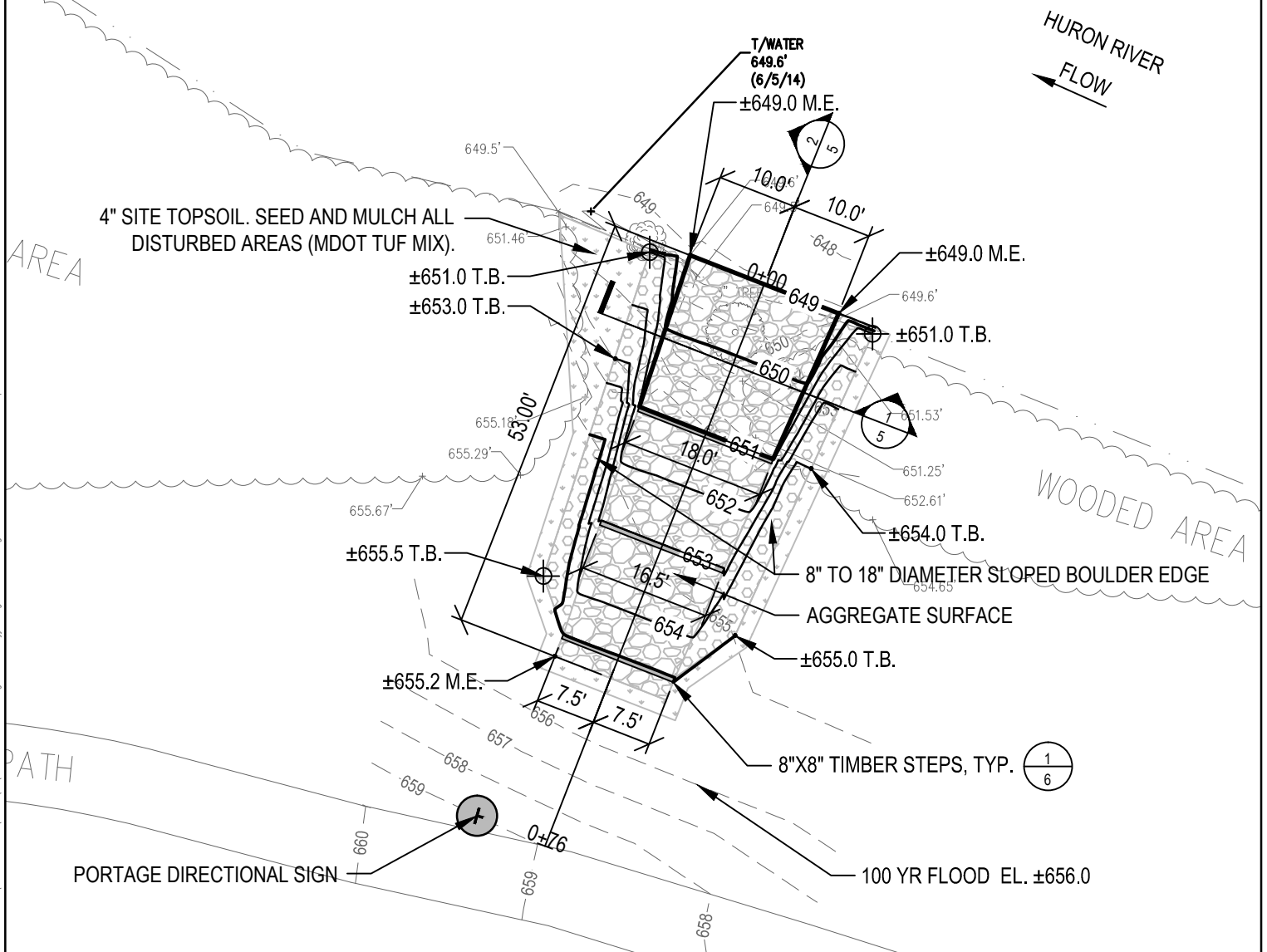
EARTH CUT = 144 CY  
 EARTH FILL = 4.7 CY  
 AGGREGATE STONE FILL = 39.5 CY  
 BOULDER FILL = 33.3 CY  
 TIMBER FILL = 0.7 CY  
NET = 65.8 CY (CUT)

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



### NOTES:

- DISPOSE ALL SURPLUS SOIL OFF-SITE.
- RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO PRE-CONSTRUCTION CONDITION.
- GRADE TOLERANCES ARE  $\pm 6"$  FROM SPECIFIED ELEVATIONS.
- 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:

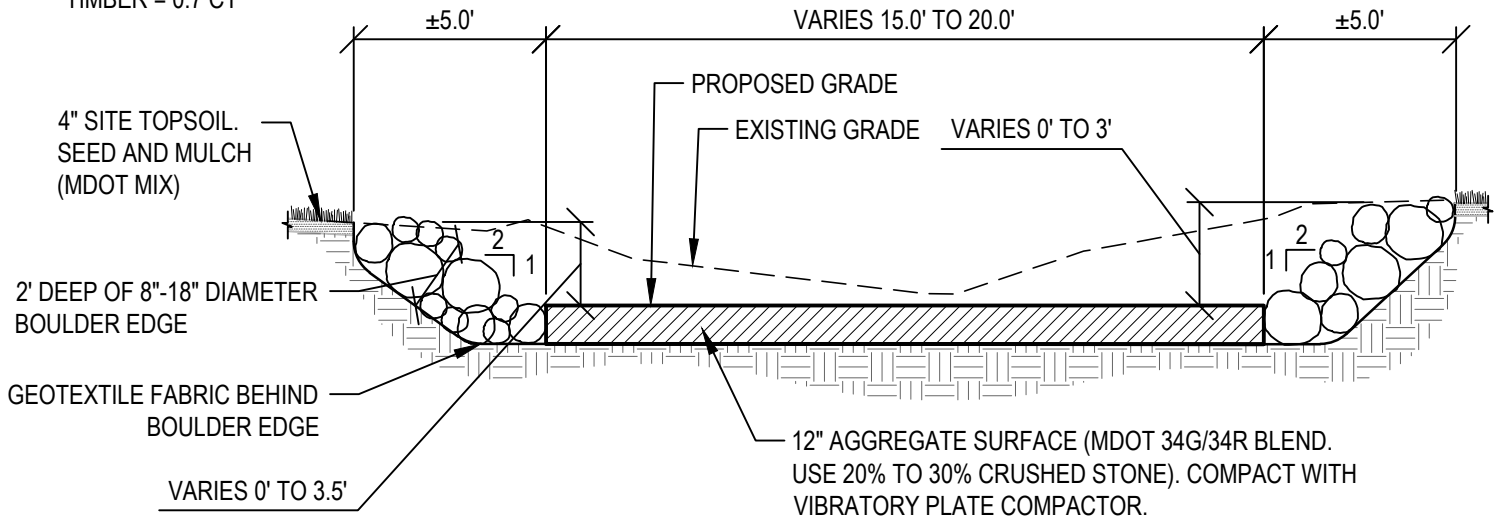
1. GRADE TOLERANCES ARE  $\pm 6"$  FROM SPECIFIED ELEVATIONS.
2. USE GEOTEXTILE FABRIC AT BOULDERS ONLY. DO NOT PLACE GEOTEXTILE FABRIC BENEATH AGGREGATE SURFACE.
3. ALL BOULDERS SHALL BE GRANITE, ROUNDED FIELD STONE.
4. SUBMIT GRADATION ANALYSIS FOR AGGREGATE SURFACE AND PRODUCT DATA SHEET FOR GEOTEXTILE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

### EXCAVATION QUANTITIES:

AGGREGATE STONE = 39.5 CY

BOULDER = 33.3 CY

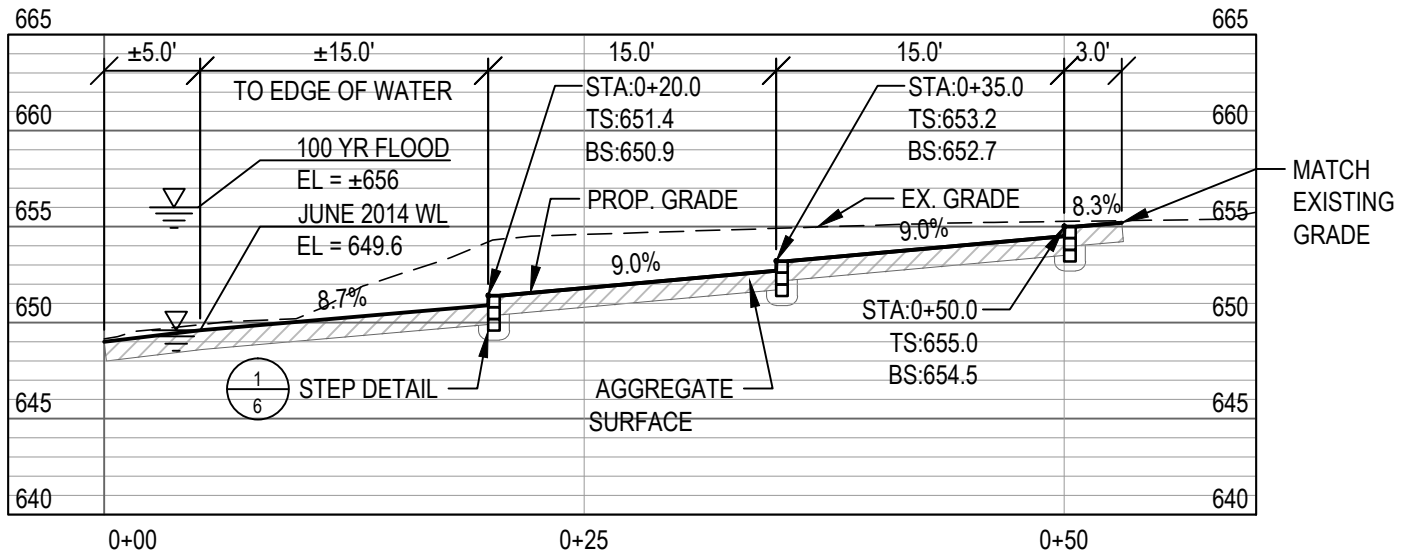
TIMBER = 0.7 CY



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 #

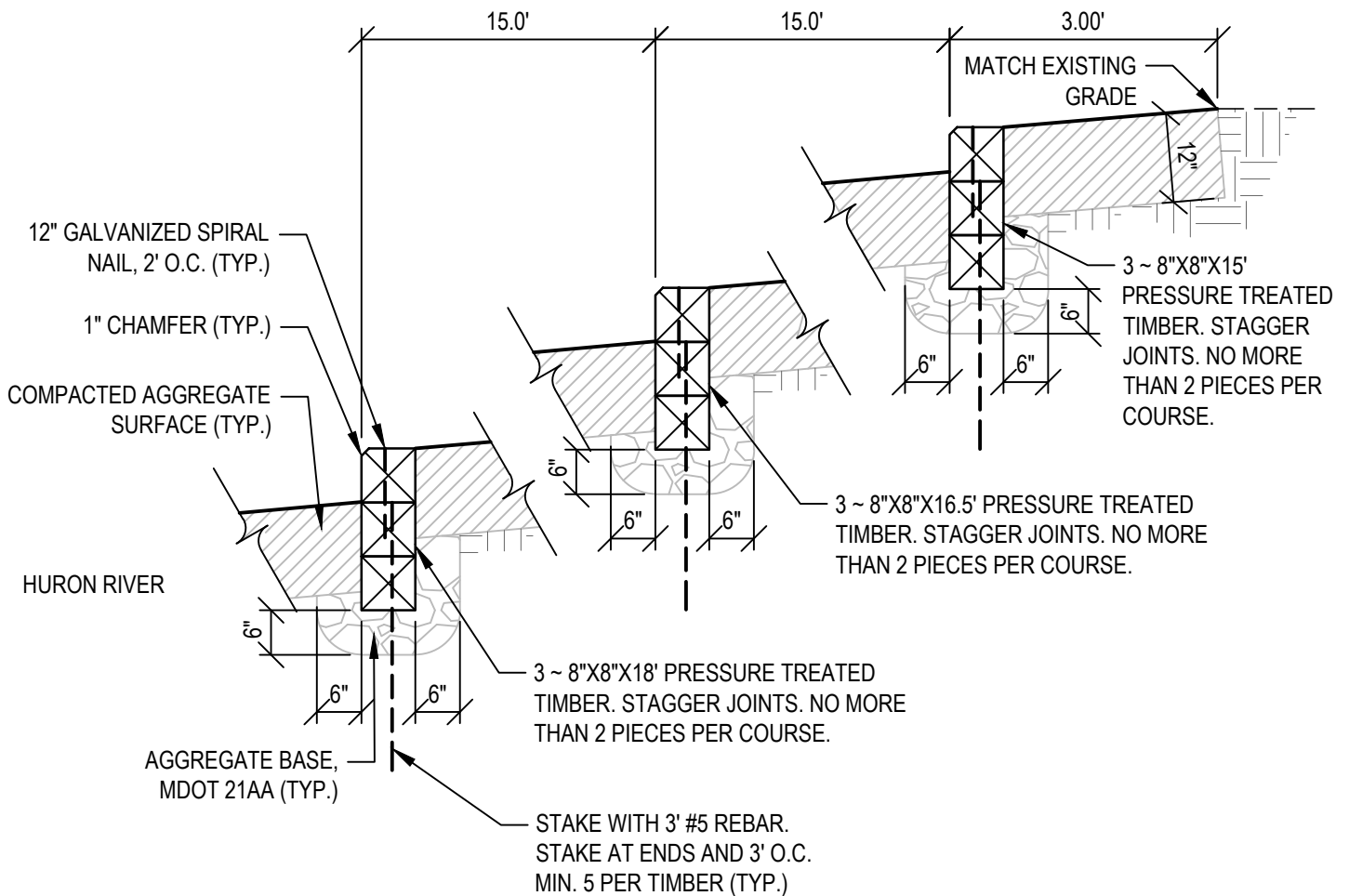
DATE

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'

220 N. HURON

## A Home Becomes a Museum



It takes back to the beginning of the 20th century when the National Trust for Historic Preservation was founded. The organization is dedicated to preserving the world's most significant historic places. The National Trust has a long history of working with local communities to protect and restore historic buildings. The National Trust has been instrumental in the preservation of many historic buildings across the country.



220 N. Huron is a historic building that has been preserved and restored. The building is a fine example of early 20th-century architecture. The National Trust for Historic Preservation has worked with the local community to ensure the building's future. The building is now a museum and is open to the public. The National Trust for Historic Preservation is a national organization that works to protect and preserve historic places. The National Trust for Historic Preservation is a national organization that works to protect and preserve historic places.

### YOU ALREADY KNOW

Historic sites are the best collection of artifacts and stories that provide a view into the past.



## CHARTER TOWNSHIP OF YPSILANTI

### RESOLUTION NO. 2015 - 1

#### POVERTY EXEMPTION GUIDELINES

**WHEREAS**, the homestead of persons who, in the judgment of the Supervisor and Board of Review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in whole or part from taxation under Section 7u of the Michigan Property Tax Act, Public Act 206 of 1893; and

**WHEREAS**, pursuant to Section 211.7u, Ypsilanti Charter Township, Washtenaw County adopts the following guidelines for the Supervisor and Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns filed in the current or immediately preceding year;

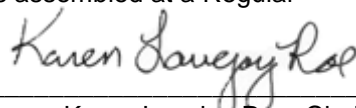
To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner and occupy as a homestead (primary residence) the property for which an exemption is requested.
- 2) File a claim with the Supervisor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the homestead, including property tax credit returns, filed in the current or immediately preceding year.
- 3) Meet the income threshold guidelines (maximum income) adopted by the Township Board. The income threshold as adopted is that all household income cannot exceed 30% of the median income for Ann Arbor (Washtenaw County) as published by the United States Department of Housing and Urban Development (HUD). The most recently available guidelines shall be used by the Supervisor and Board of Review. These income thresholds will be used as long as they are higher than the Federal Poverty Guidelines as determined annually by the United States Office of Management and Budget.
- 4) Meet the maximum asset eligibility test as follows: Assets other than the taxpayer's primary residence and usual household goods valued at more than 50% of all annual household income will be considered and added to the household income to determine eligibility.
- 5) The revised Taxable Value with the Poverty Exemption, subject to the above guidelines, shall be the lesser of the current taxable value on the assessment roll and the following formula calculating the minimum taxable value via the Poverty Exemption Guidelines.

**(State of Michigan Homestead Tax Credit (MI 1040CR) + 3.5% of Income) / Current Millage Rate = Minimum Taxable Value**

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Review shall follow the above stated policy and guidelines in granting or denying exemptions. If the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the above policy and guidelines based upon extraordinary circumstances and these are documented in writing, then the Board of Review may deviate from the above guidelines.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-1 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 3, 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**



**Accounting  
Department**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 48-3702  
Fax: (734) 484-5154

*Charter Township of Ypsilanti*

## STATEMENTS AND CHECKS

FEBRUARY 17, 2015 BOARD MEETING

ACCOUNTS PAYABLE CHECKS - \$465,962.66

HAND CHECKS - \$254,564.61

GRAND TOTAL - \$720,527.27

Choice Health Care Deductible ACH EFT - January 2015  
\$41,136.74



User: mharris

CHECK NUMBERS 167566 - 167679

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
02/17/2015	AP	167566	0657	14-B DISTRICT COURT	15.00
02/17/2015	AP	167567	6570	21ST CENTURY MEDIA	1,793.23
02/17/2015	AP	167568	6570	21ST CENTURY MEDIA	659.95
02/17/2015	AP	167569	2937	A & R TOTAL CONSTRUCTION, INC.	1,978.77
02/17/2015	AP	167570	11339	ACCUSHRED LLC	850.00
02/17/2015	AP	167571	15493	ADAM KURTINAITIS	630.00
02/17/2015	AP	167572	6143	AL WALTERS HEATING AND COOLING	25.00
02/17/2015	AP	167573	4709	ALLEGRA PRINTING AND IMAGING	16,277.74
02/17/2015	AP	167574	1276	AMERICAN JUDGE'S ASSOC.	150.00
02/17/2015	AP	167575	0017	ANN ARBOR CLEANING SUPPLY	213.67
02/17/2015	AP	167576	0022	ANN ARBOR WELDING SUPPLY CO	245.24
02/17/2015	AP	167577	A. TUBBS	APRIL TUBBS	100.00
02/17/2015	AP	167578	0039	ATLANTIC WELDING SUPPLY	168.00
02/17/2015	AP	167579	0215	AUTO VALUE YPSILANTI	106.69
02/17/2015	AP	167580	0777	BANDIT INDUSTRIES	299.60
02/17/2015	AP	167581	6397	BARR ENGINEERING COMPANY	450.30
02/17/2015	AP	167582	B. ZIRKLE	BRANDON ZIRKLE	210.00
02/17/2015	AP	167583	0071	BRENDA STUMBO	95.34
02/17/2015	AP	167584	8471	BRUCE JOHNSON	2,517.60
02/17/2015	AP	167585	0717	CARTER LUMBER COMPANY	123.54
02/17/2015	AP	167586	0870	CHARTER TOWNSHIP OF SUPERIOR	77.57
02/17/2015	AP	167587	5035	CHESTER COPLEY	2,517.60
02/17/2015	AP	167588	0825	CITY OF YPSILANTI	700.52
02/17/2015	AP	167589	0102	COLMAN-WOLF SANITARY SUPPLY CO	317.30
02/17/2015	AP	167590	1312	COMPLETE BATTERY SOURCE	201.27
02/17/2015	AP	167591	0582	CONGDON'S	62.88
02/17/2015	AP	167592	CEC	CONSOLIDATED ELECTRICAL CONTRACTORS	155.00
02/17/2015	AP	167593	CONSTANT	CONSTANT CONTACT	504.00
02/17/2015	AP	167594	7153	CONTRACTING RESOURCES	10,764.00
02/17/2015	AP	167595	1258	CRITTER CONTROL OF ANN ARBOR	50.00
02/17/2015	AP	167596	DE & SU	DIVERSIFIED EXCAVATING	8,430.00
02/17/2015	AP	167597	2913	EMERGENCY VEHICLE SERVICES	4,561.05
02/17/2015	AP	167598	2898	EMERENT HEALTH PARTNERS	5,712.36
02/17/2015	AP	167599	ENVISION	ENVISION BUILDERS INC	19,318.98
02/17/2015	AP	167600	E. JULIEN	ERIKA JULIEN	500.00
02/17/2015	AP	167601	FIRESTONE	FIRESTONE COMPLETE AUTO CARE	385.92
02/17/2015	AP	167602	16094	FITZPATRICK STRUCTURAL	320.00
02/17/2015	AP	167603	0073	GENE BUTMAN FORD	132.50
02/17/2015	AP	167604	6169	GOVERNOR BUSINESS SOLUTIONS	42.77
02/17/2015	AP	167605	0107	GRAINGER	420.22
02/17/2015	AP	167606	0503	HOME DEPOT	742.42
02/17/2015	AP	167607	3988	HURON SIGNS	1,761.00
02/17/2015	AP	167608	15167	HURON VALLEY CABLING	285.80
02/17/2015	AP	167609	8119	ICLE	135.00
02/17/2015	AP	167610	J. HENDERS	JOANNA HENDERSON	50.00
02/17/2015	AP	167611	16408	JTW PIPES LLC	565.00
02/17/2015	AP	167612	6357	JUMP-A-RAMA	611.80
02/17/2015	AP	167613	6280	KAREN LOVEJOY ROE	39.38
02/17/2015	AP	167614	K.WRIGHT	KEVIN WRIGHT	500.00
02/17/2015	AP	167615	L. PICKEL	LARRY PICKEL	930.00
02/17/2015	AP	167616	6558	LCMAJORII CARPENTRY	250.00
02/17/2015	AP	167617	6669	LIFELOC	33.00
02/17/2015	AP	167618	6467	LOWE'S	53.54
02/17/2015	AP	167619	0158	MARK HAMILTON	1,500.00
02/17/2015	AP	167620	0140	MCAA	75.00
02/17/2015	AP	167621	0602	MCCALLA'S FEED SERVICE, INC.	399.00
02/17/2015	AP	167622	0253	MCLAIN AND WINTERS	97,255.95
02/17/2015	AP	167623	16001	MICHAEL MEYER	300.00
02/17/2015	AP	167624	16461	MICHIGAN LINEN SERVICE, INC.	1,000.17
02/17/2015	AP	167625	0044	MICHIGAN MUNICIPAL LEAGUE	179,385.00
02/17/2015	AP	167626	6315	MIKE RADZIK	235.60
02/17/2015	AP	167627	MR. BUBBLE	MR. BUBBLES AUTO SPA	100.00
02/17/2015	AP	167628	0261	MUZZALL GRAPHICS	211.83
02/17/2015	AP	167629	2986	NAPA AUTO PARTS*	99.42
02/17/2015	AP	167630	OC	OAKLAND COUNTY	1,725.25
02/17/2015	AP	167631	6278	OBRYAN'S LOCK & KEY*	628.00
02/17/2015	AP	167632	2997	OFFICE EXPRESS	371.21
02/17/2015	AP	167633	6893	OFFICE MAX* #434705	30.00
02/17/2015	AP	167634	1081	OKINAWAN KARATE CLUB	527.10
02/17/2015	AP	167635	0309	ORCHARD, HILTZ & MCCLIMENT INC	9,060.00
02/17/2015	AP	167636	0913	PARKWAY SERVICES, INC.	120.00
02/17/2015	AP	167637	P. POWER	PETER POWER	1,155.00
02/17/2015	AP	167638	6506	PM TECHNOLOGIES, LLC	1,962.30
02/17/2015	AP	167639	PREFERRED	PREFERRED TONER SOLUTIONS	659.80
02/17/2015	AP	167640	0722	PRINTING SYSTEMS	810.40
02/17/2015	AP	167641	0928	PROFESSIONAL TREE SERVICE	400.00
02/17/2015	AP	167642	6045	Q.P.S PRINTING	370.74
02/17/2015	AP	167643	5047	RAY RANDOLPH	1,258.80

User: mharris

CHECK NUMBERS 167566 - 167679

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
02/17/2015	AP	167644	15420	RESERVE ACCOUNT	10,000.00
02/17/2015	AP	167645	8470	RICHARD FITZGERALD	2,517.60
02/17/2015	AP	167646	6308	RKA PETROLEUM	2,452.15
02/17/2015	AP	167647	8653	ROBERT ARRICK	2,517.60
02/17/2015	AP	167648	R. CROKER	ROBERT CROCKER	8,737.20
02/17/2015	AP	167649	0371	SAFEGUARD BUSINESS SYSTEMS	332.62
02/17/2015	AP	167650	0634	SAM'S CLUB DIRECT	447.19
02/17/2015	AP	167651	11274	SENSAPHONE	175.43
02/17/2015	AP	167652	6288	SIGNS BY TOMORROW	315.41
02/17/2015	AP	167653	1338	STADIUM TROPHY	15.00
02/17/2015	AP	167654	STANTEC	STANTEC	3,126.93
02/17/2015	AP	167655	0632	STERICYCLE INC	158.00
02/17/2015	AP	167656	11025	TAMMIE KEEN	40.37
02/17/2015	AP	167657	6478	TARAS BABENKO	185.50
02/17/2015	AP	167658	4087	TASK FORCE TIPS	223.11
02/17/2015	AP	167659	T. FOOTE	THERESE ANN FOOTE	196.00
02/17/2015	AP	167660	15941	TODD BARBER	1,775.00
02/17/2015	AP	167661	T. ERBY	TRAVIS ERBY	238.00
02/17/2015	AP	167662	2597	U.S. POSTAL SERVICE*	220.00
02/17/2015	AP	167663	7045	VAN BUREN SCHOOL DISTRICT	141.98
02/17/2015	AP	167664	6627	VICTORY LANE	146.04
02/17/2015	AP	167665	16302	W.J. O'NEIL COMPANY	259.00
02/17/2015	AP	167666	7035	WASHTENAW COMMUNITY COLLEGE#	141.63
02/17/2015	AP	167667	0163	WASHTENAW COUNTY ROAD COMMISSION	163.91
02/17/2015	AP	167668	15249	WASHTENAW COUNTY SHERIFF'S OFFICE	84.00
02/17/2015	AP	167669	7005	WASHTENAW COUNTY TREASURER	566.92
02/17/2015	AP	167670	7005	WASHTENAW COUNTY TREASURER	2,202.50
02/17/2015	AP	167671	0444	WASHTENAW COUNTY TREASURER#	37,895.00
02/17/2015	AP	167672	7042	WASHTENAW INTERMEDIATE	56.82
02/17/2015	AP	167673	7044	WAYNE ISD	48.63
02/17/2015	AP	167674	YCCS	YPSILANTI COMMUNITY SCHOOLS - WR	991.19
02/17/2015	AP	167675	7039	YPSILANTI COMMUNITY SCHOOLS - YP	501.74
02/17/2015	AP	167676	7034	YPSILANTI DISTRICT LIBRARY	78.50
02/17/2015	AP	167677	6417	YPSILANTI TOWNSHIP PETTY CASH	132.50
02/17/2015	AP	167678	0494	ZEE MEDICAL SERVICE COMPANY	200.76
02/17/2015	AP	167679	0729	ZEP MANUFACTURING COMPANY	997.31

## AP TOTALS:

Total of 114 Checks:

465,962.66

Less 0 Void Checks:

0.00

Total of 114 Disbursements:

465,962.66

User: mharris

CHECK NUMBERS 167514 - 167565

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
01/28/2015	AP	167514	5049	BLUE CROSS BLUE SHIELD OF MI	125,108.82
01/28/2015	AP	167515	BCBS	BLUE CROSS BLUE SHIELD OF MI	34,668.46
01/28/2015	AP	167516	2002	DELTA DENTAL PLAN OF MICHIGAN	13,082.79
01/28/2015	AP	167517	6263	STANDARD INSURANCE COMPANY	2,916.99
01/29/2015	AP	167518	A. GIBSON	AMANDA GIBSON	14.00
01/29/2015	AP	167519	A. CLULEY	ANDREW CLULEY	14.00
01/29/2015	AP	167520	B. MILLINE	BERNARD MILLINER	14.00
01/29/2015	AP	167521	C. STALL	CHERRY STALLWORTH	14.00
01/29/2015	AP	167522	D. HEARD	DAMON HEARD	14.00
01/29/2015	AP	167523	D. ARMES	DONALD ARMES	14.00
01/29/2015	AP	167524	E. JOHNSON	EMORY JOHNSON	14.00
01/29/2015	AP	167525	13037	GLEN BOLLING	14.00
01/29/2015	AP	167526	J. TURNER	JEFFREY TURNER	14.00
01/29/2015	AP	167527	J. GORMAN	JENNIFER GORMAN	14.00
01/29/2015	AP	167528	J. BALTIC	JOHN BALTIC	14.00
01/29/2015	AP	167529	J. HULL	JUDITH HULL	14.00
01/29/2015	AP	167530	K. BARBER	KAREN BARBER	14.00
01/29/2015	AP	167531	K. INMAN	KATHERINE INMAN	14.00
01/29/2015	AP	167532	K. SCOTT	KATHLEEN SCOTT	14.00
01/29/2015	AP	167533	K. CZARNEC	KATY CZARNECKI	14.00
01/29/2015	AP	167534	K. ROBINSO	KEVIN ROBINSON	14.00
01/29/2015	AP	167535	K. LOVEJOY	KRAIG LOVEJOY	14.00
01/29/2015	AP	167536	L. MAHLER	LINDA MAHLER	14.00
01/29/2015	AP	167537	M. SAYO	MARILYN SAYO	14.00
01/29/2015	AP	167538	M. ARNOLD	MICHAEL ARNOLD	14.00
01/29/2015	AP	167539	M. BOURNIV	MICHAEL BOURNIVAL	14.00
01/29/2015	AP	167540	M. DARNELL	MICHAEL DARNELL	14.00
01/29/2015	AP	167541	M. FINGERL	MICHAEL FINGERLE	14.00
01/29/2015	AP	167542	P. EWALD	PAMELA EWALD	14.00
01/29/2015	AP	167543	P. HARRIS	PAUL HARRIS	14.00
01/29/2015	AP	167544	R. SHARAFI	RANYA SHARAFI	14.00
01/29/2015	AP	167545	R. DEISLER	RICHARD DEISLER	14.00
01/29/2015	AP	167546	15687	ROBERT HEPNER	14.00
01/29/2015	AP	167547	SKIRTON	STANLEY KIRTON	14.00
01/29/2015	AP	167548	S. ROGOWSK	STEVEN ROGOWSKI	14.00
01/29/2015	AP	167549	S. ROBINSO	SYLVIA ROBINSON	14.00
01/29/2015	AP	167550	T. DONAHUE	THERESA DONAHUE	14.00
01/29/2015	AP	167551	T. BIGGANS	TIMOTHY BIGGANS	14.00
01/30/2015	AP	167552	6821	AT & T	21.82
01/30/2015	AP	167553	6821	AT & T	77.74
01/30/2015	AP	167554	0363	COMCAST CABLE	104.39
01/30/2015	AP	167555	0363	COMCAST CABLE	155.09
01/30/2015	AP	167556	0363	COMCAST CABLE	102.35
01/30/2015	AP	167557	0363	COMCAST CABLE	224.40
01/30/2015	AP	167558	0119	DTE ENERGY**	74,141.38
01/30/2015	AP	167559	VSP	VISION SERVICE PLAN	2,397.60
01/30/2015	AP	167560	15934	WASTE MANAGEMENT	523.41
01/30/2015	AP	167561	0480	YPSILANTI COMMUNITY	50.70
02/04/2015	AP	167562	6838	POSTMASTER	401.34 V
02/04/2015	AP	167563	0480	YPSILANTI COMMUNITY	111.33 V
02/04/2015	AP	167564	6838	POSTMASTER	401.34
02/04/2015	AP	167565	0480	YPSILANTI COMMUNITY	111.33

## AP TOTALS:

Total of 52 Checks:

255,077.28

Less 2 Void Checks:

512.67

Total of 50 Disbursements:

254,564.61

OFFICE OF THE TREASURER  
LARRY J. DOE



MONTHLY TREASURER'S REPORT  
JANUARY 1, 2015 THROUGH JANUARY 31, 2015

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	3,221,347.99	42,062.64	984,184.50	2,279,226.13
101 - Payroll	215,379.33	915,409.10	889,044.38	241,744.05
101 - Willow Run Escrow	142,069.42	24.13	0.00	142,093.55
206 - Fire Department	549,016.27	198.93	353,965.81	195,249.39
208 - Parks Fund	8,565.28	0.19	359.66	8,205.81
212 - Roads/Bike Path/Rec/General Fund	24,349.46	0.40	12,958.83	11,391.03
225 - Environmental Clean-up	444,345.25	10.00	0.00	444,355.25
226 - Environmental Services	1,865,129.48	798.35	191,806.26	1,674,121.57
230 - Recreation	101,186.03	105,670.14	134,679.01	72,177.16
236 - 14-B District Court	198,321.58	93,635.40	106,081.58	185,875.40
244 - Economic Development	67,181.85	1.51	0.00	67,183.36
248 - Rental Inspections	137,686.73	15,843.13	15,954.15	137,575.71
249 - Building Department Fund	489,452.84	11,891.81	31,037.24	470,307.41
250 - LDFA Tax	29,456.65	0.66	0.00	29,457.31
252 - Hydro Station Fund	509,106.01	49,715.18	32,985.45	525,835.74
266 - Law Enforcement Fund	1,799,038.46	34.57	623,052.80	1,176,020.23
280 - State Grants	18,384.39	0.41	0.00	18,384.80
301 - General Obligation	213,118.18	16.79	0.00	213,134.97
397 - Series "B" Cap. Cost of Funds	12,434.80	0.27	712.50	11,722.57
398 - LDFA 2006 Bonds	34,957.99	0.79	0.00	34,958.78
498 - Capital Improvement 2006 Bond Fund	336,616.39	57.17	0.00	336,673.56
584 - Green Oaks Golf Course	117,439.52	2,859.55	23,724.07	96,575.00
590 - Compost Site	877,928.48	7,264.41	17,610.92	867,581.97
595 - Motor Pool	305,591.99	32,609.78	4,714.11	333,487.66
701 - General Tax Collection	33,209.96	5,508.25	843.46	37,874.75
703 - Current Tax Collections	3,021,359.96	11,102,261.47	2,049,894.66	12,073,726.77
707 - Bonds & Escrow/GreenTop	864,427.37	994.86	0.00	865,422.23
708 - Fire Withholding Bonds	137,828.09	16,866.19	68,295.00	86,399.28
893 - Nuisance Abatement Fund	51,375.52	992.19	606.52	51,761.19
ABN AMRO Series "B" Debt Red. Cap.Int.	19,073.91	0.16	393.55	18,680.52
<b>GRAND TOTAL</b>	<b>15,845,379.18</b>	<b>12,404,728.43</b>	<b>5,542,904.46</b>	<b>22,707,203.15</b>

# SUPERVISOR REPORT

---

- A. SUPERVISOR STUMBO WILL REPORT ON MEETINGS ATTENDED BY OFFICIALS AND STAFF

# **CLERK REPORT**

**FEBRUARY 17, 2015**

**Submitted by Karen Lovejoy Roe, Clerk**

- **CLERKS FILE ORGANIZATION AND SCANNING OF MINUTES** -Clerk Lovejoy Roe and Ruby Walker, Document Management Clerk continue to work on records management and filing. Board meeting minutes from 1896 to 1989 have been scanned by Graphic Sciences and are now available on the shared server for easy access. The Board meeting minutes from 1990 to current have been sent out for scanning also. The Clerk and other staff have met with a software company to gather information regarding work flow and document management software to purchase for Ypsilanti Township.
- **TUESDAY, MAY 5, 2015 STATEWIDE BALLOT PROPOSAL ELECTION-** Angela Robinson, Elections Specialist is taking the lead in election preparation for the Clerk's office. Clerk's staff is busy updating the files in preparation for the May election. Election workers are being canvassed and schedule for training and election work. The board meeting for May 5, 2015 was canceled and the Clerk's budget was adjusted for the election. The state will pay for the special election on the statewide ballot proposal in May.
- **2015 DTE LED STREETLIGHT CONVERSION PROJECT-** At the February 17, 2015 Ypsilanti Township Board meeting a request to convert 213 either high pressure sodium or mercury vapor street lights to LED is on the agenda. If this request is approved it will result in a cost saving in the operation of these 213 lights of \$11,839.00 per year. This DTE Streetlight LED conversion project will be the third conversion project that has taken place in Ypsilanti Township. A project has been completed in each of the last three years. The project will cost \$96,066.00 with a DTE contribution of \$1,904.00 and a rebate of \$7,943.00 for a final cost to Ypsilanti Township of \$86,219.00. The net cost/annual savings of this project is 7.28 years.
- **RE-IMAGINE WASHTENAW JOINT TECHNICAL COMMITTEE MEETING-**On Wednesday, February 11, 2015 Clerk Lovejoy Roe attended the Re-Imagine Washtenaw JTC met at the Learning Resource Center on Washtenaw Ave. A presentation was made on the results of the Arts Alliance survey. A review and update of the 2 year work plan for the JTC was presented and discussed. A report from planners was given.
- **CDBG SIDEWALK DESIGN KICK OFF MEETING-**Clerk Lovejoy Roe, Jeff Allen, Residential Services Director, OHM Engineers and Nathan Vought and Stephen Wade with the Washtenaw County Office of Economic and Community Development attended a meeting at the Civic Center on Wednesday, February 11, 2015 to formulate a plan for the design and bid of the Washtenaw Ave. CDBG 2014 project for sidewalk infill. Plans were made to finalize design and to bid and build the project this build season. It will include sections of sidewalk on the north side of Washtenaw Ave. , east of Golf Side to the Fountain Plaza Shopping Center.

# TREASURER REPORT

---

THERE IS NO WRITTEN TREASURER REPORT

# TRUSTEE REPORT

---

THERE IS NO WRITTEN TRUSTEE REPORT



# ATTORNEY REPORT

---

GENERAL LEGAL UPDATE

# **NEW BUSINESS**

---

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

February 17, 2015

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

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

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

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

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

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

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

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

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

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

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

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

CHARTER TOWNSHIP OF YPSILANTI  
2015 BUDGET AMENDMENT #3

February 17, 2015

252 - HYDRO STATION FUND

Total Increase \$174,102.00

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

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

Motion to Amend the 2015 Budget (#3):

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

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

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

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

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

## **BOATHOUSE DEVELOPMENT AND LEASE AGREEMENT**

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

### **ACKNOWLEDGMENTS**

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

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

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

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

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

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

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

## **DEVELOPMENT AGREEMENT AND LEASE**

NOW THEREFORE, the parties agree as follow:

### **ARTICLE 1**

#### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2**

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

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



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

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

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

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

### **ARTICLE 3**

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

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

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

## **ARTICLE 4**

### **RENT**

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

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

## **ARTICLE 5**

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

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

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

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

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

## **ARTICLE 6**

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 7**  
**INSURANCE**

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

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

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

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

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

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

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

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

## **ARTICLE 8**

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

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

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

## **ARTICLE 9**

### **ASSIGNMENT AND SUBLEASING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 10**

### **MAINTENANCE AND REPAIRS**

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

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

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

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

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



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

## **ARTICLE 11**

### **CHANGES AND ALTERATIONS**

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

## **ARTICLE 12**

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

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

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

## **ARTICLE 13**

### **FIXTURES OF PERSONAL PROPERTY**

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

## **ARTICLE 14**

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

Landlord represents and warrants to Tenant as follows:

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

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

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

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

## **ARTICLE 15**

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

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

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

## **ARTICLE 16**

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

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

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

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

## **ARTICLE 17**

### **DEFAULTS AND REMEDIES**

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

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

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

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

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

## **ARTICLE 18**

### **NOTICES**

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

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

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

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

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

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

## **ARTICLE 19**

### **CONDEMNATION**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 20**

### **CERTIFICATES BY LANDLORD**

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

## **ARTICLE 21**

### **LANDLORD'S CONSENTS**

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

## **ARTICLE 22**

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

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

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

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

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

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

## **ARTICLE 23**

### **QUIET ENJOYMENT**

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

## **ARTICLE 24**

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

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

## **ARTICLE 25**

### **RECORDING OF MEMORANDUM**

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

## **ARTICLE 26**

### **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**SIGNATURES ON NEXT PAGE**

**LANDLORD:**

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

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

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

Its: Supervisor

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

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

Its: Clerk

**TENANT:**

**EASTERN MICHIGAN UNIVERSITY**

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

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

Its: President

PROJECT LOCATION MAP

Lakeside Park  
9999 Textile Road  
Ypsilanti, MI 48197



## PROJECT LOCATION MAP

Lakeside Park  
9999 Textile Road  
Ypsilanti, MI 48197

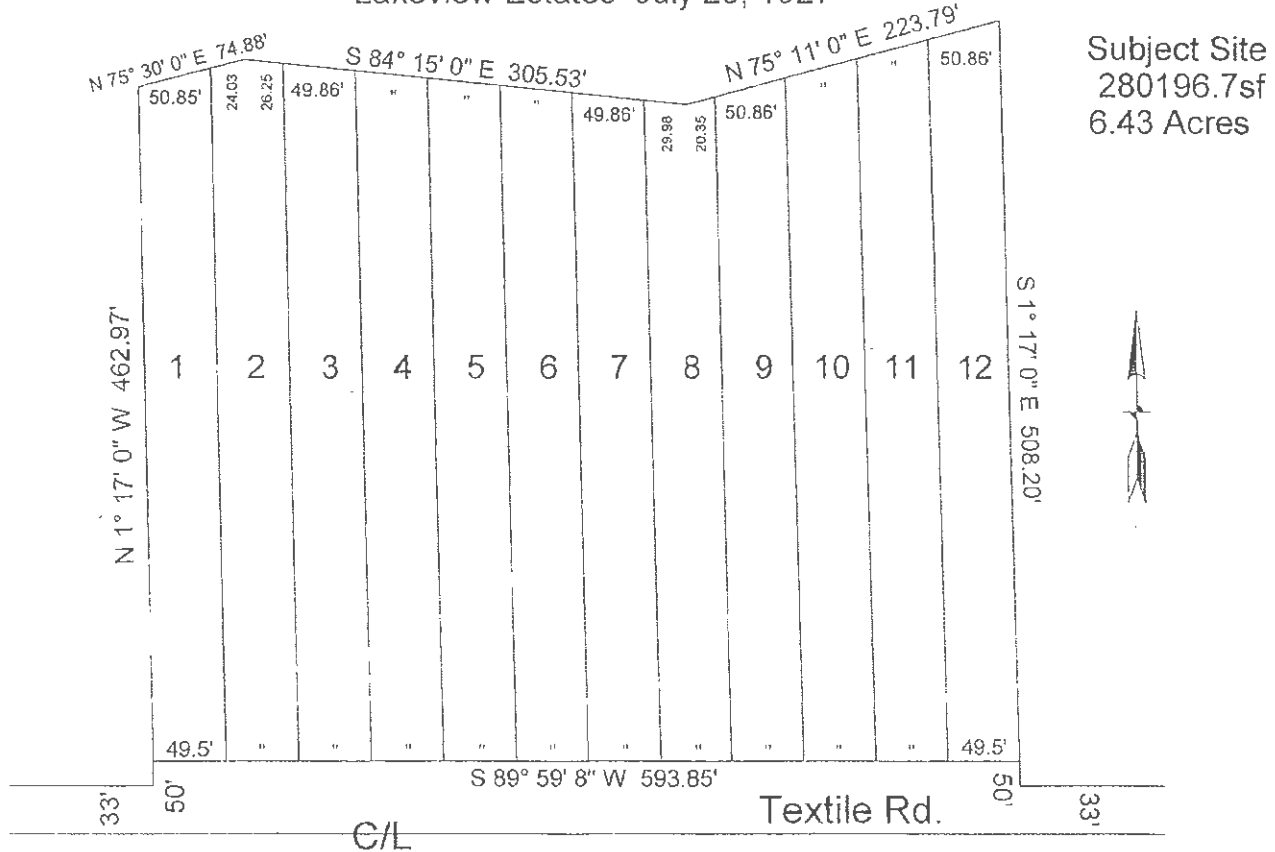


# SKETCH/AREA TABLE ADDENDUM

File No K-11-23-400-021

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

Lakeview Estates July 20, 1927



Scale: 1 = 125

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

SUBJECT IMPROVEMENTS SKETCH SURVEY DESCRIPTION

# SKETCH/AREA TABLE ADDENDUM

File No K-11-24-300-005

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



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

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



K -11-24-300-005

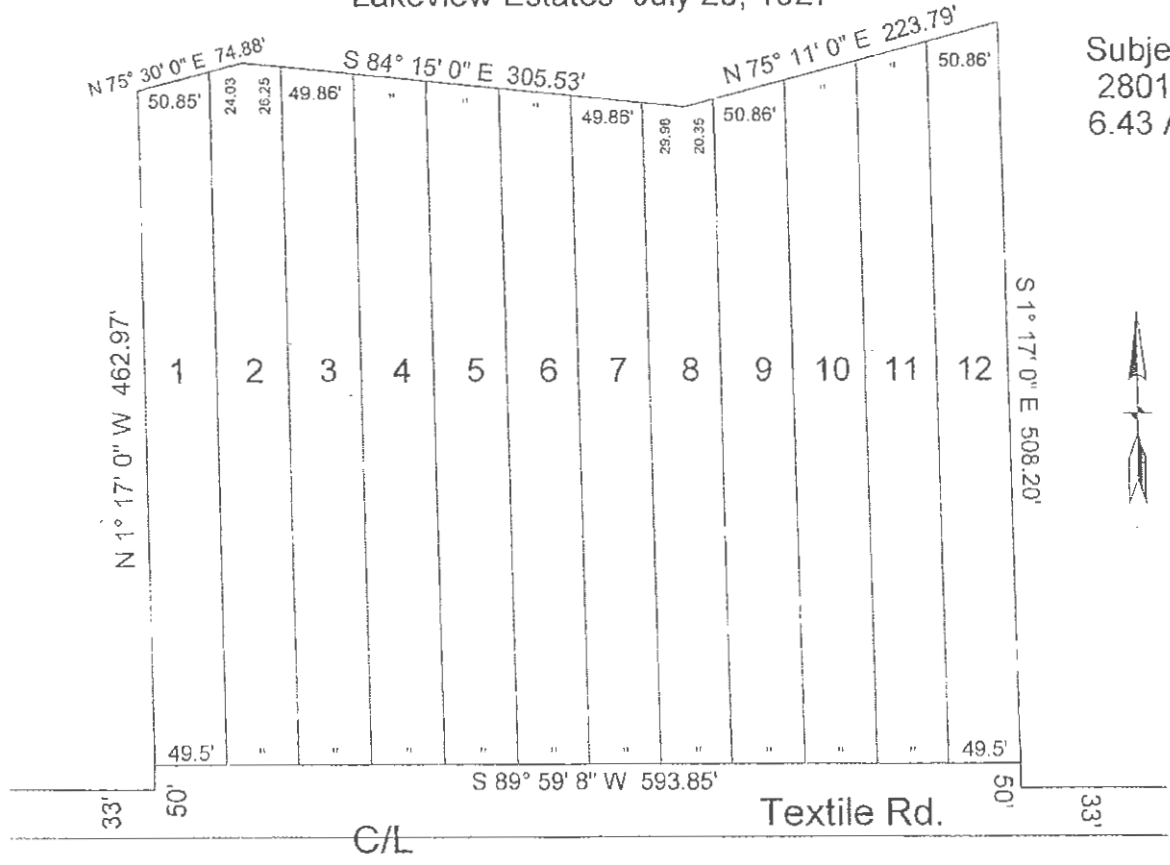
YP#24-12A-1: BEG AT SW COR OF SEC, TH N 0  
-45-30 W 558.15 FT IN W/L OF SEC, TH N  
75-19-20 E 46.62FT; TH N 80-11-50 E 72.32 FT;  
TH N 31-17-00 E 39.19 FT; TH N 72-21-00 E  
231.10 FT; TH N 88-54-30 E 168.25 FT; TH N  
67-15-00 E 56.49 FT; TH S 79-48-00 E 106.88  
FT; TH N 80-39-00 E 27.00 FT; TH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

# SKETCH/AREA TABLE ADDENDUM

File No K-11-23-400-021

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

Lakeview Estates July 20, 1927



Subject Site  
280196.7sf  
6.43 Acres



Scale: 1 = 125

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

SUBJECT IMPROVEMENTS SKETCH SURVEY DESCRIPTION

# SKETCH/AREA TABLE ADDENDUM

File No K-11-24-300-005

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



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

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

Said tract containing 10.85 acres (472607.18 sf) of land, more or less.  
Perimeter = 2793.90 Feet  
No significant error of closure.

K -11-24-300-005

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

# 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 approve amendments to Vegetation Ordinance Sec. 66-31 and Sec. 66-32**  
Date: February 10, 2015

The Office of Community Standards is preparing for the upcoming mowing season and requests changes be made to Chapter 66 of the Code of Ordinances regulating vegetation. I have consulted with legal counsel resulting in the enclosed ordinance amendment and resolution being offered for consideration.

The changes are designed to more accurately recover administrative costs associated with vegetation enforcement, as well as extend the statutory notice period one week earlier to cover the active enforcement start-up period. These changes update the ordinance to meet current demands.

The requested changes include:

- Amend the administrative fee from a flat 15% to a flat dollar amount to be determined by Board resolution each year. In 2014, the administrative fee averaged \$5.25 per enforcement mow which was only a fraction of the true administrative cost of enforcement. A separate fee resolution will be submitted for Board consideration at the time of 2<sup>nd</sup> reading (if approved).
- Amend the statutory notice period from June 1<sup>st</sup> to Memorial Day. This annual period is the earliest date that OCS staff can order a property to be mowed without following the standard notice of violation process. It effectively moves the notice period about one week earlier, as OCS traditionally stockpiles mow orders during that time frame.
- Amend the notice publication date from the month of March to the month of April. This will afford more time to publish the notice and move the publication closer to the actual implementation date.

Thank you for your consideration. Please contact me with questions or concerns.

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2015 – 2

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

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

**Whereas**, the Township Ordinance 66-32 authorized the Commissioner to enforce the vegetation Ordinance by authorizing an agent to cut grass or noxious weeds in excess of seven inches (7”) and charge the property owner with the costs of the mowing plus a 15% administrative fee; and

**Whereas**, the Township’s Office of Community Standards’ records show that the 15% administrative fee does not cover the actual administrative costs sustained by the Township in processing mowing complaints, mowing inspections, written reports, coordination with contract mowers and billing notices; and

**Whereas**, amending the Ordinance to permit newspaper publication of the annual mowing notice in April will provide the Township with an additional month to prepare such notices for newspaper publication; and

**Whereas**, amending the Ordinance to provide that the administrative costs assessed against property owners will be determined by resolution of the Township Board will enable the Township to set an annual administrative fee rate which is directly based on the actual administrative costs sustained by the Township in monitoring and enforcing the seven inch (7”) vegetation limit;

**Now therefore**, be it resolved that Ordinance 2015- 443 is hereby adopted by reference.



**CHARTER TOWNSHIP OF YPSILANTI**  
**PROPOSED**  
**ORDINANCE NO. 2015 - 443**

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

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

**Delete: In its entirety, Section 66-31 entitled Grass and weeds and**

**Delete: In its entirety, Section 66-32 entitled Enforcement.**

**Add: The following new provisions to Chapter 66 Vegetation:**

**Sec. 66-31. - Grass and weeds.**

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

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

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

**Sec. 66-32. - Enforcement.**

If private property or a lawn extension is not maintained as required by this article, the commissioner may have the work done to bring the property or lawn extension into compliance. The notice provided for enforcement of sections other than section 66-31 shall be sent to the address of the owner as shown on the assessor's records at least five days prior to commencing the work. If an immediate hazard to public safety occurs, no prior notice shall be necessary. The actual costs of the work needed to bring property or a lawn extension into compliance, together with an ~~additional 15 percent of that cost~~ administrative fee as determined by resolution of the Township Board, shall be billed to the owner. If this amount is not paid within 45 days, it shall be a special assessment against the property as provided in this Code. The supervisor shall add such expense to the tax roll on such lands, and such shall become a lien against such lands and be enforced in the same manner as provided by the laws of the state for general property taxes.

***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 2015 - 3**

**Vegetation Enforcement Administrative Fee**

**Whereas**, the Township Board has adopted Ordinance 2015-443 which provides for administrative fees to enforce the Code of Ordinances Sec. 66-31, pertaining to nuisance vegetation. The fees recover the Township's cost of inspections, record keeping and collections above and beyond the cost of perform mowing services.

**Now Therefore, Be it resolved**, that the following fee schedule is adopted:

**VEGETATION ENFORCEMENT FEE**

\$35.00 per completed enforcement event

*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:** LisaGarrett, Deputy Clerk  
**From:** Joe Lawson, Planning Director  
**Date:** February 12, 2015  
**Re:** Majestic Lakes PD Stage I Amended Preliminary Site Plan Application

---

On September 23, 2014 the Township Planning Commission held the necessary public hearing to consider the proposed amendment to the Lakewood Farms (aka Majestic Lakes) Planned Development. As part of this proposed amendment, the developer, SR Jacobson in partnership with Redwood Management of Ohio, proposed to amend the previously approved plans to reduce the overall number of units from 415 to 392 units. Also with the reduction in the total number of units, the proposed amendment would also change the type of units to be constructed (map enclosed). As proposed, the plans calls for the elimination of the previously approved multi-family duplex and villa units and in turn substitutes these units with duplex, triplex and quad ranch style apartment homes. The remaining attached condominiums approved at the intersection of Textile and S. Huron River Drive, also known as "The Ponds at Lakewood", have also been eliminated in favor of smaller, 50 foot wide lots for the construction of detached single-family residential homes. I have also enclosed a copy of the review provided to the Planning Commission outlining the history of the project, the proposed amendment and the process in which to consider this application.

At the conclusion of the public hearing, the Commission tabled the application to the regular October meeting date as I was unable to attend this meeting due to a scheduled absence. The application was brought back before the Commission as scheduled during their October 28<sup>th</sup> meeting and during this meeting; the applicant provided the Commission and staff with revised plans that resolved many of the questions and/or concerns noted during the public hearing.

After reviewing the revised plans, the Commission passed a motion to recommend approval of the amended PD Stage I site plan with the following conditions:

1. The applicant shall agree to install security cameras at all entrances and exits of the subject property.

2. The applicant shall agree to assist in the creation of a special assessment district in order to provide funding for the operation and maintenance of the security camera system.
3. The applicant shall install a fence, landscaping, and signage along the neighboring Lake Joyce in order to hinder any further trespassing.
4. The applicant shall agree to make access to existing non-motorized trails open and convenient without hindrance between buildings to enable convenient non-motorized connections with Textile Road and encourage healthy, walkable lifestyles.

Due to the fact that the proposed amendment changes the overall ratio of residential uses for the property, staff has deemed that the proposed amendment as a major change from the previously approved 2006 PD Stage II final site plan. That being the case, the Township zoning ordinance requires that the plan be considered as an amended PD Stage I application prior to further being considered for final engineering and an amended PD Stage II approval.

As the current application before the board is only an amendment to the PD Stage I plan, please allow me to reiterate the point that per section 1918(2) of the zoning ordinance “Approval of the PD stage I preliminary site plan shall not constitute final site plan approval. It shall be deemed as approval of the land use plan submitted and shall serve as a guide in the preparation of the PD stage II final site plan. Rezoning procedures under this article of the ordinance will rely on the plan submitted for both stage I and stage II and the supporting documentation and the plan, therefore, is basic to the rezoning.”

I wanted to make this point as there are a number of noted engineering and development agreement related items that must be resolved prior to this application being presented to the Planning Commission and Board for PD Stage II review.

This has been and will continue to be a very detailed and complicated process so should you have questions relating to this process or the proposed plan itself, please feel free to contact me and I will be happy to meet with any Board member at your convenience to help clarify this application and/or the process.

It should also be known that Redwood Management also has similar developments located in Commerce Township and Orion Township should any Board member wish to visit one of their completed sites. As an invitation has already been extended to the Board by the Developer, I will be happy to arrange a meeting at the Commerce Township site should any Board members wish to visit the site. Please let me know if you may be interested.

Enclosed for your review are the documents provided by the applicant, including the proposed site plan; review comments provided by a number of reviewing agents along with the applicant's response letter; the proposed amendment to the development agreement and a copy of a proposed lease agreement relating to the Redwood portion of the project.

***Recommendation:***

Taking into consideration the presentation of the recent affordable housing market study as presented by the Washtenaw County Office of Community and Economic Development stating in part that Washtenaw County has a growing disparity in housing options between the eastern and western portions of the county, staff feels that the construction of the “age targeted” Redwood portion of the project and the potential for small lot detached residential is very much in line with the goals of the report as this project calls for the construction of 1300-1400 square-foot ranch style apartment homes will be leasing at a “market rate” of around \$1300-\$1400/month. In addition to the market rate housing, this housing, as previously mentioned is also age targeted and directed toward the empty nesters and active senior community which from our most recent master plan update, is also a section of the market that will continue to grow into the foreseeable future and is further lacking within our community.

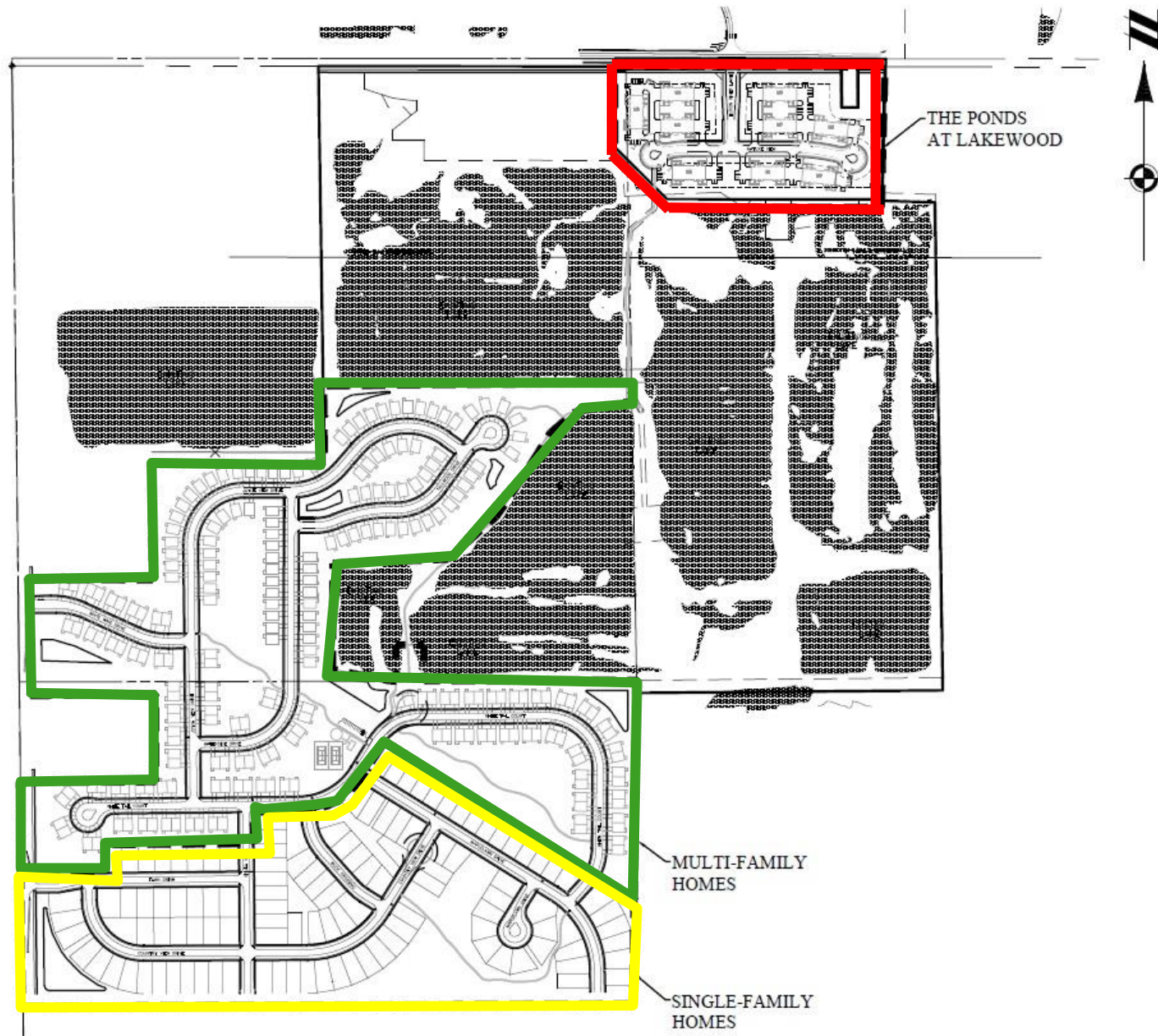
Based on the recent Washtenaw County affordable housing market study and the goals proposed by the recently adopted master plan, staff recommends that approval of the proposed Majestic Lakes PD Stage I amended preliminary site plan with the following recommended conditions:

- All conditions recommended by the Planning Commission during the public hearing held on October 28, 2014.
- All conditions and requirements noted within the Development Agreement executed on April 8, 2013 between the Charter Township of Ypsilanti and Blue Majestic, LLC shall remain in full force and effect.
- The developer shall agree to maintain the required and approved single-family/multi-family residential ratio by the prohibition of renting detached single-family units within the development.
- Each subsequent developer and/or builder shall be required to enter into a development agreement with the Township to insure compliance with the approved final plan.

Once again, if you should have any questions or comments please feel free to contact me at your convenience.

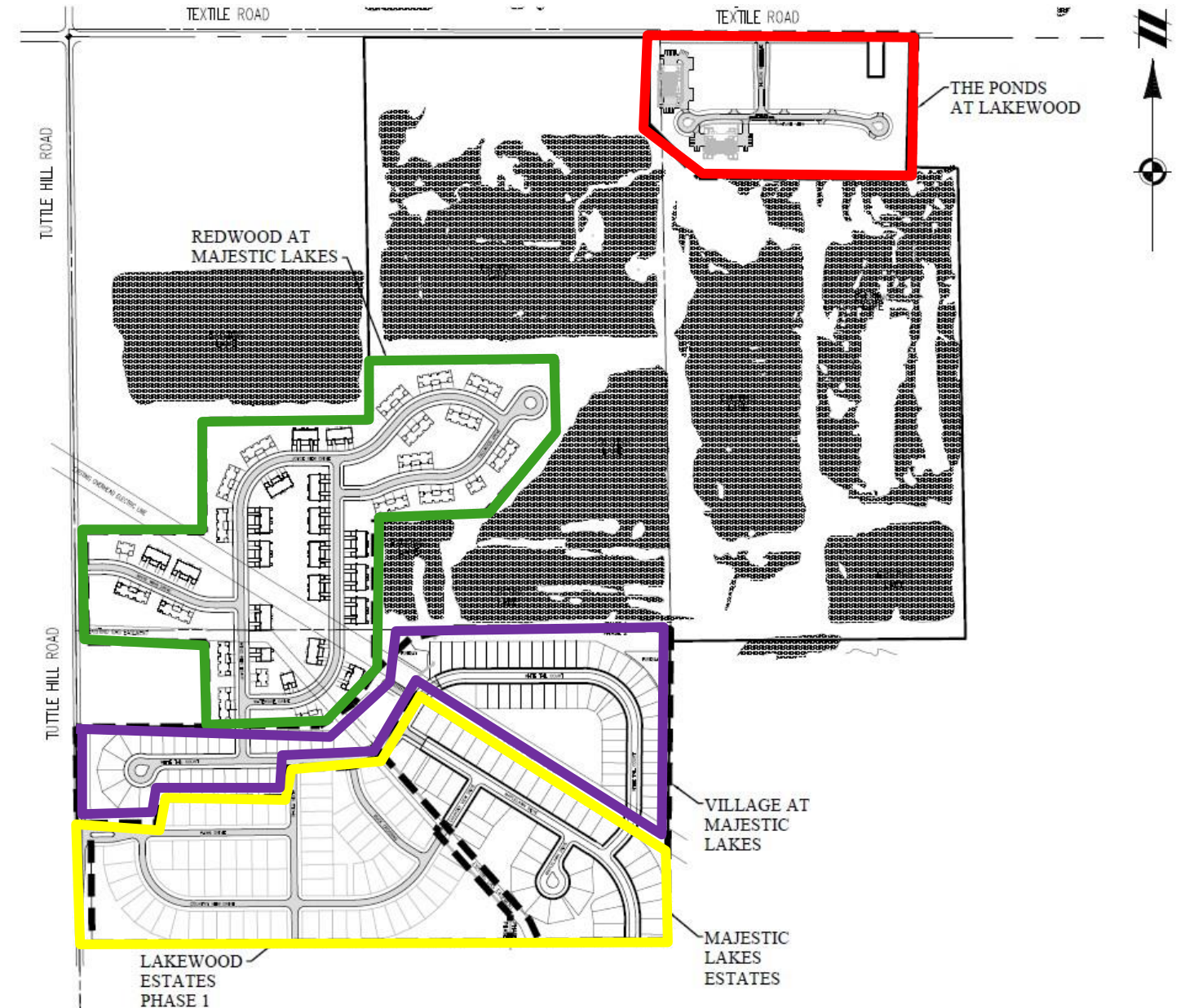


## Original Approved Plan 2002-2006



- Ponds at Lakewood – 72 Attached Condominium Units
- Multi-family Units – 227 Villa and Duplex Multi-family Units
- Single – Family Units – 116 Detached Single-family Units (70-foot wide lots)
- Total Number of Units = 415
  - 116 – Single-family Units
  - 299 – Multi-family Units

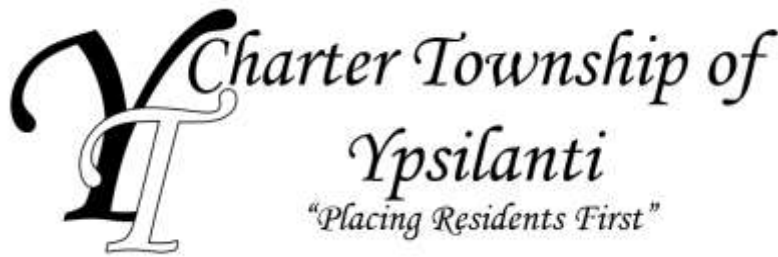
## Proposed PD Stage I Amendment - 2015



- Ponds at Lakewood – 16 Attached Condominium Units and 37 Detached Single-family Units (50-foot lots)
- Multi-family Units – 142 attached duplex, triplex and quadplex multi-family units
- Single – Family Units – 116 Detached Single-family Units (60-foot wide lots)
- Single-family Units – 81 Detached Single-family Units (50-foot wide lots)
- Total Number of Units = 392
  - 234 Single-family Units
  - 158 Multi-family Units



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



**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: Planning Commission  
From: Joseph Lawson, Planning Director  
Date: October 28, 2014  
Re: Majestic Lakes PD Stage I - Amendment

---

### ***History:***

April 23, 2002, the Township Planning Commission grants PD Stage I approval for the construction of 415 units of single family and attached multi-family residential on 254.9 acres. One of the conditions of this approval, amongst others was that the applicant install fencing between the development and Joyce Lake.

In 2005 and 2006, then developer Burton-Katzman completed the necessary engineering and PD Stage reviews and approvals. Construction began later in 2006.

In 2007, after much of the development's infrastructure was installed, mass grading completed, some roads installed and construction began on the attached multi-family units known as the "Ponds".

Later in 2007-2008, Burton-Katzman and the project went bankrupt leaving the project dormant. 16 of 72 planned multi-family units were constructed and slowly sold. No additional units were constructed or sold until the recent purchase of the project by S.R. Jacobson.

In December of 2011, current owner S.R. Jacobson purchased the project from the Washtenaw County Treasurer during a tax foreclosure sale. Due to the amount of time that the project laid dormant, it was later necessary for Jacobson to request "re-approval" of the project since technically the former approval had expired. The Township Board granted the approval in May of 2012. Since that time, Jacobson has made a number of improvements to the site and began selling lots for the construction of single-family homes. The first builder to take advantage of the available lots was Allen-Edwin Homes. Allen-Edwin constructed 25 homes between 2013 and 2014 before deciding to pull out of the project.

During this same time period, Jacobson began discussions with Redwood Management to convert the previously approved Villas and Duplex homes into an attached for lease product.

Initial plans that were presented to the Township included 6 and 8 plex ranch style apartment units. Staff expressed their concern at that time that the 6 and 8 plex units constituted a far deviation from the original approval and recommended that the units be reduced in size to a quad or 4 plex units. Redwood agreed and has presented this plan to the Commission for consideration.

As the Commission may recall, a public hearing was held before the Commission during the regular September 23, 2014 meeting to consider a recommendation to the Township Board of Trustees as it related to the proposed amendment to the Lakewood Farms PD (Majestic Lakes). This amendment requests a change to the number and type of units to be constructed as part of this overall project. The total number of units is proposed to be reduced from 415 to 392 units. The amendment also proposes to eliminate the villa and duplex units in favor of 118-50 foot wide detached site condos; 116 – 60 foot detached site condos and 142 attached for lease units. During this public hearing, the Commission took comments from a number of residents in relation to concerns over the fencing between the project and neighboring Joyce Lake and the type of units to be constructed, particularly the attached for lease units.

In addition to the concerns noted by the public, staff and our reviewing agents also noted a number of plan revisions that would need to occur prior to staff making a positive recommendation for the proposed amendment. The comments were provided to the applicant during the August 2014 review period.

Since the September 23<sup>rd</sup> meeting date, staff along with OHM representatives have had an opportunity to meet with design engineer John Ackerman along with Redwood Management and SR Jacobson representatives in order to discuss the provided review comments and comments noted during the public hearing. During this meeting, the response letter composed by Mr. Ackerman dated September 10, 2014 was reviewed in comparison with the revised site plan dated September 12, 2014.

After the thorough review of the revised plan and the September 10<sup>th</sup> response letter, both staff and OHM representative Matt Parks are comfortable in moving this project forward with a recommendation to the Board for a revised PD Stage I amendment.

***The Process:***

At this point, due to the amendment that is being requested, it has been determined that the change is considered “major” per our ordinance and thus the application must go through the public hearing process.

That being said, the public hearing held in September was the first of 4 meetings that the applicant will need to attend. The Commission and Board of Trustees will consider PD Stage I.

PD Stage I approval is the time in the process where the Commission and Board approve the general concept and layout of the project. The applicant must prove that the project has or will provide an overall community benefit. The applicant shall also submit a draft of a development agreement for review and consideration. S.R. Jacobson has submitted a first draft of their proposed development agreement. This agreement has been forwarded to the Attorney's office for review and consideration. When appropriate, the agreement will be presented to the Board for final approval and execution.

Should the project gain PD Stage I approval from the Commission and Board, the project will move into Detailed Engineering. During this phase, the applicant will submit for review their final engineering plans for review and consideration of the Township Engineer, YCUA, Road Commission, Water Resource Commissioner and the Township Building Department for Soil Erosion and Sedimentation Control permits. The project may not move to PD Stage II review until such time that all engineering related items have been resolved and are ready for the issuance of a permit.

Once all final engineering related items are resolved, the applicant shall submit a final PD Stage II set of plans. These plans must be in general conformance with the approved PD Stage I plans. Minor alterations are permitted per ordinance based on the engineering reviews. Should a plan not be deemed in conformance, the PD Stage I approval shall be reconsidered prior to moving forward with PD Stage II.

Similar to the PD Stage I process, PD Stage II plans will be reviewed by staff and then presented to the Commission for review and a recommendation to the Board of Trustees for final consideration. At this time, the final draft of the development agreement must also be in proper form for final Board approval and execution.

Overall this process, should all approvals be granted, will take this application into the spring of 2015. It is my understanding that should the project be approved, the applicant will begin construction on the attached housing in the spring of 2015 with the other phases to follow as lots are sold.

As this is a very complicated process, I understand if there will be many questions. Should you have any questions, please feel free to contact me at your convenience and I will do my best to clearly answer those questions in a timely manner.

## ***Suggested Motions:***

### ***Motion to Table:***

*I move to table the request of Blue Majestic, LLC to amend the previously approved Planned Development known as Lakewood Farms and currently known as Majestic Lakes in order to allow the Commission to consider comments noted during this hearing.*

### ***Motion to Recommend Approval:***

*I move to recommend approval to the Township Board of Trustees the request of Blue Majestic, LLC to approve the amended PD Stage I plan dated September 12, 2014 and prepared by John Ackerman of the Atwell Group. This motion is further made with the following conditions:*

- *The applicant shall agree to install security cameras at all entrances/exits of the subject property.*
- *The applicant shall agree to assist in the creation of a special assessment district in order to provide funding for the operation and maintenance of the security camera system.*
- *The applicant shall install a fence, landscaping and signage along the neighboring Lake Joyce in order to hinder any future trespassing.*

### ***Motion to Recommend Denial:***

*I move to recommend denial to the Township Board of Trustees the request of Blue Majestic, LLC to approve the amended PD Stage I plan dated September 12, 2014 and prepared by John Ackerman of the Atwell Group due to the following reason(s):*

- .
- .
- .

**CHARTER TOWNSHIP OF YPSILANTI  
PLANNING COMMISSION  
REGULAR MEETING–OCTOBER 28, 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; Sally Richie – Vice Chair; Brenda Brewington-Secretary; Stan Eldridge; Gloria Peterson;

**Commissioners Absent:** Laurence Krieg; Ralph Walls; *(both were absent at Roll Call but arrived later in the meeting)*

**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 September 23, 2014 meeting.

***Motion:*** Eldridge to approve the regular minutes

***Support:*** Richie

***Motion Carries: All***

4. Approval of the agenda

***Motion:*** Eldridge to approve the agenda

***Support:*** Richie

***Motion Carries - All***

5. Public hearings and plans for review.

- a. **PRELIMINARY SITE PLAN – LOS AMIGOS RESTAURANT – 2851 E. MICHIGAN AVENUE** – to consider the preliminary site plan application to permit the expansion of the existing parking lot from 37 parking spaces to 109 parking spaces at the 2.0 acre facility located at 2851 East Michigan Avenue, parcel K-11-01-310-001.

Lawson – Stated that the application before the commission this evening was also before the commission back in August. At that point in time the project was not in proper form for the planning commission’s consideration. It was sent back to staff for further review and comment. Since that time the plans have been revised. As mentioned in the description, the proposal is to expand the existing parking lot. Los

Over →

Eldridge – responded that he would like to see what Pittsfield has.

Duffy – responded that they really have done a good job of working together in that respect. She added that as a planner, it is difficult to read through theirs. Ypsilanti Township’s is much more streamlined.

**Motion:** by Krieg to table this until the next meeting so they will have a chance to go over it in more detail.

**Support:** Eldridge

**Motion Carries – All**

Reiser – added that he would like to take action on this at the next meeting, so he asked the commissioners to be ready for that. He asked Director Lawson to get them the draft of Pittsfield’s documents. He thanked Kathleen Duffy and stated she was welcome to come back if she likes.

- *discussion at this point returned to the set agenda at item 6b -*

6. Old Business

- a. **TABLED ITEM - PROPOSED PD STAGE I AMENDMENT – MAJESTIC LAKES PLANNED DEVELOPMENT – S.R. JACOBSON** – to consider the proposed amendment to PD Stage I Site Plan as associated with the Majestic Lakes residential development, formally known as Lakewood Farms. The proposed amendment would permit an amendment to the total number and type of residential units to be constructed within the development. This item was tabled during the September 23, 2014 regular meeting.

Reiser – invited representatives to come to the microphone.

**Motion:** by Eldridge to remove the item from table

**Support:** Richie

**Motion Carries – All**

Manny Kianicky – from SR Jacobson Company introduced himself.

Richard Batt – from Redwood Management introduced himself.

Kianicky – responded that this was a continuation of the public hearing. They are requesting stage one approval for an amendment to their PUD. They are requesting a favorable recommendation to the Township Board so they can continue with the project and do their engineering plans and all of the other things that need to be done before they come back for stage two.

Reiser – asked if Director Lawson wanted to add anything.

Lawson – responded that the commission has before them a revised set of plans that were provided by the applicant - in addition to the response letter from the first full review by himself and the other reviewing agents. In the interest of cooperation, he did not ask that this developer go through the full blown review a second time. He offered to accept the review letter. The reason is that each review costs them \$9,000. In order to keep this project moving and in the spirit of cooperation, he accepted the letter and reviewed it. The comments were addressed. For this point, and seeing that we have three more steps to go to this, he felt it was appropriate to go ahead and put this before the commission for PD Stage 1, which is a recommendation to the Township Board of Trustees. At that point in time the plans will be massaged a little more in terms of the drain office and road commission, just to make sure that they have no other comments for this early stage of the approval process. He put the process in his review, but for the public interest, this is PD Stage 1 before the Commission. This is a recommendation to the Township Board of Trustees. The Township Board will consider whatever recommendation is sent forward and either approve, deny or table this PD Stage 1 application. Should it be approved, it will go through a final engineering phase, just like any other project, where the road commission, drain commission, OHM, YCUA, everyone has to sign off saying its in proper form to move on to what is PD Stage 2 or final site plan approval. At that point in time it will once again come before the commission for PD Stage 2 review and approval, for recommendation to the Board, where it will receive final approval if that is the case. So this is one of many steps to go through. At this point in time, if the commission is comfortable with the proposed uses, the plan before them meets our ordinance requirements and is ready to be considered by this commission and move on to the board.

Reiser – commented that in spite of what Manny said, they are not here for a public hearing.

Lawson – responded that he believed the last one was tabled, but he was not present at that meeting.

Reiser – responded that the prudent thing would be to open it to the public and see if anyone wants to talk, then turn it over to the fellow commissioners.

#### **PUBLIC PORTION OPEN**

Tom Faro – stated he and his wife are in the process of constructing a home in Majestic Lakes, and are making a tremendous investment in that new development. The home that they are building is with Allen Edwin. As they are aware, Allen Edwin has pulled out of the development. It is his understanding that Affinity Homes is going to complete the first phase of the 72 lots that were Allen Edwin. With the first phase of Majestic Lakes, the new plan actually provides for more single family homes. He thinks that is good for the existing development and the property values.



With respect to the Redwood Development, he does have some concerns. Since there is not a lot of residents living there, he wanted to share his comments. He went onto the website and researched Redwood Development. Within minutes, he found there were twenty complaints within a twelve month period, and currently Redwood Development is rated "C" by the Better Business Bureau. So that is somewhat discomfoting to him. In terms of the quality that they envisioned, the investment that they are making, he thinks they are expecting something more. He feels if they choose to proceed with the Redwood Development, it is easier for the Township to manage one owner, rather than managing multiple owners that are going to rent their units out. He thinks the concept of having 55 plus living in the development makes sense, but it will only be realized with deed restrictions. If Redwood is not wanting to follow through with deed restrictions to ensure that is precisely what they plan on doing, that would certainly be a concern in his mind. As they indicated earlier, the proposal that you have in front of you, for him as a person that is building a home in the first phase, is a much better plan because you will see more single family dwelling homes. The concern that he has with the additional phases with the Redwood development would be working with a company that has had twenty complaints in a twelve month period and is rated "C". He hopes they will spend some time researching more about that company and if "C" is what they are looking for, that is what they are going to get.

Reiser – thanked him and asked if there were any additional members of the public that wished to be heard.

There were none.

#### **PUBLIC PORTION CLOSED**

Reiser – invited Director Lawson and representatives of Majestic Lakes to return to the microphones for questions from the committee.

Eldridge – Responded that he would go back to the same one he asked in the last public hearing, regarding the security cameras. He stated they showed a willingness to put them in and asked if there were any objections to following the minimum standards that have been put into place throughout the Township and having Township staff make sure through an inspection that they meet those standards.

Kianicky – responded that they were fine with that and that he thinks they agreed to that in the response to the letter that was given to them about the various concerns.

Eldridge – asked if the 30 day retention would be a problem.

Kianicky – responded that it would not.

Eldridge – added in regards to Mr. Faro’s concerns with Redwood, this was the first he has heard of it and it certainly brings a different tone to it for him now.

Batt – Redwood representative. Asked to address those concerns. First, in response to the comment relative to twenty complaints. They have four thousand units, which makes him kind proud that they only have twenty complaints. Relative to the comment regarding the Better Business Bureau, if you actually look at what the complaints from the Better Business Bureau are, they are almost exclusively people who did not receive their security deposits back because they damaged their units. He added they respond to those complaints, but the bottom line is that anybody can make a complaint to the Better Business Bureau. They can respond to them, it takes the Better Business Bureau time to process that response. The majority of their complaints are relative to non-returned security deposits over damages. They have roughly over 5,000 units. They are leased everywhere. Their portfolio is 99% leased. That is a testimonial to how they keep their units, how they maintain their sites, how they keep their customers happy. Out of 34 properties, they have waiting lists at 26. It is always easy to take a couple of isolated things and blow them into something else. With the number of units they have, to only have 20 complaints is pretty darn good.

Eldridge – addressed Director Lawson. He stated that he understands that they have to be cautious when they discuss age and who they rent and do not rent to. This is proposed to be age-targeted. He added that at last month’s session, he asked if there has been any discussion with deed restrictions in that way.

Lawson – responded that they had discussed it in development team meetings. It is his understanding that they do not deed restrict or age restrict their properties. They age target, but there is no restriction on their other properties. His understanding is that they do not do that and they do not wish to do that.

Eldridge – responded that they may not know, and some of the commissioners may not know, the many problems they have had throughout this township with promises that this board and this township have received from other developers about what the intent was when certain things were approved, only to find out down the road that that good will went away very quickly. So he does have some concerns. If that is the intent of what they are doing, can someone explain to him why they are concerned about any type of a deed restriction to make that commitment, and why they are opposed to that.

Batt – Responded that they comply with fair housing. That is their corporate policy and they take that seriously. The issue about age restricting. Normally two-thirds to three-quarters of their residents are empty nesters. The average age in their communities portfolio wide is 58. With the average age being 58, it is hard to age restrict at 55. There are a lot of disadvantages for them doing that. Normally the other quarter or third of their residents that are not empty nesters are people who have

rotating schedules, maybe law enforcement, maybe medical care, maybe airline related, which is probably specifically relevant to this site. They do not offer property amenities – they don't have playgrounds or pools, they don't have recreation centers. They sell one thing and that is peace and quiet. They are very conscious to do that. Because of that conviction on their part, to have peace and quiet in their communities, they have an on-site manager and an on-site maintenance person, who both police their site. If anyone is a disturbance, they are asked to leave or their lease is not renewed, depending on the circumstances. They do background and credit checks on every resident. Their floor plans are designed to accommodate the needs of empty nesters. They have the ADA compliance with their driveways, garages, approaches. They have fair housing accessibility compliance within their units, the wider doors and turning radiuses, things of that nature. Their floor plans are not conducive to family living. They essentially target a specific market with their floor plans, design, and amenities. Because their average age of constituent is close to 55, they do not age restrict.

Eldridge – responded that he appreciated all of that, but he did not hear why they would not want to, what the disadvantage to them was.

Batt – There are a couple disadvantages. One, the 55 age restricting is very restrictive and very complicated. For example – if you had a couple that moved into your community and one spouse was 60 and the other one was 54, that is not considered an over 55 family. There are a lot of specific rules like that. The other thing they find is because their people are empty nesters, and they will have people up to 80 years and older in their communities, in general their residents are people who do not choose to live in over 55 communities. You look around other areas here, like the Dell Web communities that are over 55, there are a lot of people who want to live in those, for sure, but there are also a lot of people who are empty nesters who are 55 or close to 55, that do not want to be in that kind of community. And those are typically their residents.

Richie – asked Director Lawson if there was a deed restriction on the property, would the people that were applying for the lease know that.

Lawson – responded not particularly, that it would be up to the management to honor the deed restriction and not lease to anyone who was over whatever age is set.

Richie – asked if that could be in place without that actually being known as a place for people 55 or older.

Lawson – responded that absent of a sign out from saying Senior Living Community or what not, outside of whoever signs an application gets rejected because of their age, that would be the only other way he would guess.

Krieg – asked to bring up something else related to the layout.

Reiser – asked generally if you can rent or not rent to someone based on age. He repeated that they said they complied with fair housing.

Batt – responded that they do. He added that there is a section in the law that allows you to age restrict in specific 55 and older communities, and that is within the fair housing requirements.

Reiser – asked if there is some negative connotation with being 55 or older to the industry.

Batt – responded that it limits your potential tenants. He asked for clarification of the question.

Reiser – asked if their might be a reputation issue, like with a section eight place, or a 55 or older (sometimes called Granny Stackers).

Batt – responded that there is a connotation to that.

Reiser – clarified that it is marketing and appeal being discussed.

Batt – responded yes.

Reiser – Clarified that they wanted to target that population, but not be designated as them because it is more marketable and desirable.

Batt – responded generally yes. He stated that it is more restrictive and too close to the average age of their residents at 58.

Reiser – responded that what the commission is concerned about is that they are asking the commissioners to take them on faith because they have a track record and according to their statistics older, more affluent people generally live here. The commission is saying, if it turns out that not enough older people live there, then you are renting to families who shouldn't be there. They are worried about having a mess on their hands that they can't do anything about. He added that they are coming into a community that has had some negative experiences. They took Liberty Square out down the road. He stated that he gets that this isn't Liberty Square, but now is the time for them to do what they can to make sure things don't go awry down the road.

Eldridge – asked to follow up with Mr. Batt and the representatives. A majority of their complexes have waiting lists, so obviously something is going well. This project is now over twelve years old. It came back to the commission, from his perspective, that the benefits of looking at this again was because of the 55 and over housing component to it. He added that, as someone also serving on the Township Board, they have gone through some real big struggles the last couple of years, and he

is not ready to go through that again. Obviously they want to protect their interests, but there are seven planning commissioners, and there will be seven people on that Township board, who are trying to protect the interests of 54,000 people. And they do not want to go through that again. He added that he did not know Mr. Batt, he has never met any of the other representatives, and he hopes he can take it on great faith and their word, but that has been proven to the commission in the past not to be very successful in certain instances. So he is trying to find some measure to meet their goals and protect the Township at the same time, and he is having a hard time understanding the reluctance to a deed restriction that speaks to exactly what they are proposing to the committee, which is 55 and over housing.

Batt – responded that the 55 and older restriction is a detriment to their leasing. They have looked at the demographics of Ypsilanti, which is why they are here. Normally their residents come from within a three mile circle of their development. They know that the type of people that they would like to lease to live in this community, and they know that they will lease well here. Relative to the age restriction, they have done one community where the community requested that they make it an age-restricted community. It didn't work for them. They have had trouble leasing. One of the best ways to relate this is that there are a lot of people 55 to 65 who do not want to be in a designated retirement community. They just don't want that style of life.

Reiser – added that they do not regard themselves as 'old people'.

Batt – responded that was exactly right.

Reiser – asked if they were to say something like “90% of the tenants shall be 55 or older”, would that be possible.

Batt – responded that was basically the actual 55 and over age restriction.

Resier – asked if 85% or 80% would be better.

Batt – responded that he felt legally they would have to go one way or the other. They would either have to be an age-restricted community or they would not be complying with fair housing. That is his understanding of the law. His understanding is you have to either be an over 55 designated community, or you don't comply with fair housing if you put those restrictions on.

Reiser – stated that he wanted to ask Director Lawson if there was a way they could bifurcate this project, approve one not the other or approve one and table the other, but he will yield to Commissioner Richie first.

Richie – stated she was wondering if the average person comes in to get leasing information, they will not know specifically about the deed restriction. If they are

renting to that many people that are that age group, they are going to come in and rent and not have any idea that there is a deed restriction in that you have to be 55 years are older, unless you have a big sign out that says Senior Living or something.

Batt – responded that he thinks they have to have it in their lease, that it is an age restricted community. His understanding is that it is required to be in there.

Peterson – stated that one of the recommendations that a fellow commissioner asked at the previous meeting was in regards to a fence. She asked if that was one of the recommendations they would approve. She stated she was in that district today and talked to one of the residents on Tuttle Hill. Their concern was about a fence. She thinks it would be to their benefit to put that fence up. If you look at the yardage in the back, she saw some things up. She asked if that was one of the recommendations they would approve.

Batt – responded that that was one of the comments in Director Lawson’s letter and they have responded positively to it. They are willing to comply with that.

Krieg – stated that he has a concern about the planned layout and he realizes the streets are already on the map. As he looks at it, it looks like a typical 1970s development, where all the streets curl around and there are only two or three ways you can get in or out. It is a long way to get to anywhere without an automobile. He thinks they need to get over the idea of setting up developments that force people to own automobiles, or force people to get a ride with someone else. He is not clear from the materials in his packet whether all of the land that is in the diagrams belongs to this particular PUD, or whether there are areas that are interspersed that are not property. He sees the development with a street that goes directly to Textile Road, and another that goes out to Tuttle Hill, and another that goes out to Merritt Road. What is proposed is that there would be paved, non-motorized connections that would make it possible for people to either walk or ride their bicycles to Textile Road. He is seeing on the aerial photographs that there are some trails of some kind, which are not listed. He asked Director Lawson if he could elucidate.

Lawson – responded that the portion to the north that goes to Textile, all the ponds except Lake Joyce, and the part that goes toward but not quite to Merritt are all included within this PD. All the open spaces are basically owned by the association of Majestic Lakes, what used to be Lakewood Farms. The ponds themselves are actually located within a conservation easement. That was part of the approval process that took place back in 2004. These ponds were the home of the Blanchard Cricket Frog, which is a threatened species in this area. Before construction could begin, the University of Michigan and Detroit Zoo came out, collected all the frogs they could find, housed them at the Detroit Zoo until a new habitat was built here, and then they were reintroduced. There is a pathway system that goes basically up the middle of those ponds and connects to the ponds at Majestic Lakes to the north. In

his review letter, at the very east end of the cul-de-sac in the Ponds, there is a bike path that goes out to the existing path on Textile. So there is that connection.

Krieg – asked if those were paved.

Lawson – responded that the portion near the ponds, DEQ will not allow them to be paved. They have to remain gravel or whatever they are, because they are located within the conservation easement.

Krieg – responded that they were some kind of bark chips.

Lawson – responded that there was also a bridge that was built as part of that pathway system as well to get over the little cut between the ponds. And Manny just informed him it actually is paved, so he apologizes. So there is some sort of non-motorized connection in that part. The portion in front of Redwood right now, he believes would be paved at the time of construction. He does not believe it is there at the moment. Last summer or spring, SR Jacobson actually paved their portion of Tuttle Hill in front of what is Majestic Lakes, or where Allen Edwin is currently constructing. The property to the south – if you go out there it appears to be part of this development, but it is not. That is the other half of a Pulte development called Creekside East, so there still will be a large field until it is built between this development and Merritt Road. So there will not be an internal connection there yet.

Krieg – asked if the housing along Poplar Drive was part of this or separate.

Lawson – responded that the south end of Poplar Drive is a different subdivision, but this does connect to that, so this will connect at the very southeast corner to another subdivision.

Krieg – asked for clarification on Poplar Drive north of Merritt.

Lawson – Pulled up a visual to assist in clarification.

Krieg – responded that what he would like to propose to his fellow commissioners is a condition that the nature trails be connected specifically between Nature View Street and Tallwood, and also WhiteTail Drive, so that people could conveniently walk. If it is bark or gravel bicycling is not as convenient. He added that he is 68 years old, and he finds that walking is a very practical way of exercising. He wants to make sure that not only can people do it for fun, but they can actually get somewhere. Textile Road, as his fellow commissioners probably know, now has a bus route and there is a bus stop right across Textile from the South Huron River Drive that Nature View connects with. So given all those facts, and the fact that a lot of older people use walking as their primary form of exercise, this is something we should have in more of our developments and especially when we have a chance like this one.



Lawson – stated to add to that, many of those connections are there. In looking at the plan it appears there is just one very short portion needed to basically complete what Commissioner Krieg mentioned in terms of that pathway system. In addition to that, the Township put a lot of resources, time and effort this past summer into completing that Textile Road bike path, so basically you can go from this site development all the way to Kroger through that pathway system. He agrees and this is obviously a goal of the Township to make those connections and it is definitely something they need to look at.

Reiser – asked if it is something they need to incorporate into one of the conditions.

Lawson – responded that it is on the plan that is presented.

Krieg – responded that he was concerned because he was looking at an area with no buildings on it. He thinks there may be some dirt bike trails there.

Lawson – clarified that the trails were a part of the 2004 approval, and they were installed early on.

Krieg – responded that what he is concerned about is when the buildings are put in place, that the property lines would not obstruct people who are walking, for example along Tallwood, and trying to get out to Textile. He is concerned that there would be property line barriers there that would prevent people from crossing over and reaching those trails.

Manny – responded that there is a beautiful asphalt path, six feet or better wide, that connects up to the Cul-de-sac in the Ponds at the north end. That trail goes down better than a half a mile and almost connects up to the street that is already in the southern portion of the project. The only reason it does not connect right now is because that street stops there. The next phase will take that street and it will develop the very southeastern portion of the development. It is already planned. It is on their site plan, and that connection will be made at that time. He added that today you can very easily walk that small gap over the field there, and you literally can walk from the Estates portion, where Allen Edwin is building, to Textile Road down that beautiful path that goes through the conservation area and along the lakes. So that is already in place. If you want to make it part of your approval that is fine, but it is already planned and designed for and shown on the plans.

Krieg – responded that his concern is that the buildings and properties would not prevent people from reaching those.

Manny – responded that it doesn't on the north end already, because the connection is there. On the south end it is intended to go through an open space area where there are no lots.

Reiser – asked if Krieg was asking for a specific path.

Krieg – responded that his concern was with the connections. That the connections to the trail system not be blocked.

Reiser – responded that he would be able to amend a motion to incorporate something that might be redundant just to protect it on the record.

Eldridge – asked legal counsel if there was anything legally that would stop the deed restrictions from being a condition. Specifically if adding age restrictions to the deed is permissible. He referenced the Del-Web communities mentioned earlier that restrict to 55 and over.

King – responded that she did not think there was anything in Township ordinances that would permit the Township to oppose that.

Eldridge – clarified for the developers that his concern is that at some point in the future, when Redwood is no longer a part of the development and the next company that comes in to take it over does not have the same beliefs, goals, & desires as they do, the Township would find the development no longer a targeted market of 55 and over. It has come up in the past where there was an age in one location that was disregarded and it has caused the Township an immense amount of problems in a variety of areas.

Batt – asked to address the comment. He stated that there were two things that might give some comfort. First, they have been at this twenty years and they still own the first one they ever built. They are not “build and run” merchant builders. They construct them and hold them. They have made a substantial commitment to the Michigan market. In this market they have either under construction or going through the approval process roughly twenty projects. They are committed to this area. Second, they are relatively high rent. Their rent in this location is going to be \$1400 a month or more. Both of those speak to the quality and to them being in this for the long term and maintaining their property. Relative to the age restriction, it is his understanding that if you file a deed restriction you have to file a 55 and older deed restriction. If you agree to something else you are not complying with fair housing. It is either that or nothing, and you have to meet the specific requirements of the 55 and older deed restriction with 80% of your people being over 55 and that includes all residents in the unit. There are also a number of other restrictions and reporting requirements. It is something that they are not trying to avoid things they should be doing. It is just that their particular residents don't want to be in with a lot of older people. They are retirees, maybe people at the tail end of their working time, people who for whatever reason want to get out of their single family home. They want to be in a full maintenance community. They are not an assisted living environment. They have tried an age-restricted community, for them it just does not work.

Eldridge – responded that he appreciated the passion for it and the explanation. He added that he hoped they also understood his position. The history in this market long-term seems to validate the very question he is asking. If they are so successful and so committed to that, why can't they agree to that deed restriction. He clearly understands that it has to be all or nothing. He added that there have been a lot of people who have come before the board and the commission and told them things that never came to pass. As one commissioner here and also a board member who will be at the next meeting, he is looking for ways to protect the Township interest just as they are looking for ways to protect theirs.

Batt – responded that he understands that. The meeting that they have had with Township staff has made that message clear. They are aware of some of the problems the Township has had in the past. They are not going to be a part of those problems.

Peterson – asked if the commission were going to vote if it was out of order to do a five minute caucus with the commissioners.

Reiser – responded that it might violate the open meetings act. He would refer to counsel.

King – responded that that would be a violation.

Krieg – proposed that perhaps further discussion was in order, or perhaps tabling. He also asked if those who were in favor of a 55 and older deed restriction would want to make that a condition of approval.

Reiser – stated that he was in favor of voting for this knowing that they have to convince the Township Board of Trustees. This is just step one. They know they have to convince the Board of Trustees that this is going to be worthy. He is willing to send this up because overall it is better than what is there right now, and overall it is a move forward for the Township. This has his personal approval because it is better than what is there, but it is up to the Board of Trustees, who will be asking a lot of those same questions. Instead of one Stan Eldridge, they will have seven to deal with.

Peterson – asked for clarification that it would go before the Board of Trustees after the commission makes their recommendation, and that they would have the last say-so on this.

Reiser – responded that was correct.

Peterson - stated that she has visited there and it is very nice. She added that anything for the Township for revenue was good. But there are some issues, and she knows that there have been some problems. She also knows it can come back on you if

people feel they are being discriminated against, and the commission needs to look at this and be concerned.

**Motion:** by Krieg to recommend approval to the Township Board of Trustees the request of Blue Majestic LLC to approve the appended PD Stage One plan dated September 12, 2014 and prepared by John Ackerman of the Atwell Group. This motion is further made with the following conditions:

1. The applicant shall agree to install security cameras at all entrances and exits of the subject property.
2. The applicant shall agree to assist in the creation of a special assessment district in order to provide funding for the operation and maintenance of the security camera system.
3. The applicant shall install a fence, landscaping, and signage along the neighboring Lake Joyce in order to hinder any further trespassing.
4. The applicant shall agree to make access to existing non-motorized trails open and convenient without hindrance between buildings to enable convenient non-motorized connections with Textile Road and encourage healthy, walkable lifestyles.

Reiser – asked if Krieg would accept a friendly amendment in regards to the first condition, to change the segment “to install security cameras...” to “to install high definition security cameras at all entrances and exits of the subject property and retain the data for at least thirty days in compliance with the Township standards”

Krieg – responded that he would be glad to accept that amendment.

**Support:** Eldridge

**Motion Carries – All**

Lawson – apologized that he gave them an old version of the agenda. Under public hearings there should also have been a public hearing for the Reimagine Washtenaw Overlay District and the code that goes along with it. He requested they back step to that so the representative from LSL could give her presentation to the commission.

Reiser – asked how long her presentation was likely to be.

Lawson – responded that it was fifteen minutes.

Reiser – stated that they also had the Medical Marihuana Dispensary & Nursery, and asked how long that was likely to take and if they would be taking action on that. He added that he was just wanted to get anything that was preliminary out of the way so that people present for those things could leave.

*-It was agreed to move to item 7a. at this time-*

Charter Township of Ypsilanti Fire Department  
Bureau of Fire Prevention  
222 South Ford Blvd.  
Ypsilanti, Michigan 48198

.....  
Site Plan Review Report  
.....

Date: 5 August 2014  
Business Name: Majestic Lakes Planned Unit Development (Blue Majestic, LLC)  
Business Address: 32400 Telegraph Road, Suite 100, Bingham Farms, MI 48025  
Contractor: Atwell LLC  
Two Towne Square, suite 700, Southfield, MI 48076  
Applicable Codes: International Fire Code 2009  
Reviewed By: Victor G. Chevrette, Fire Marshal  
Plans Dated: 07-11-2014  
Job No: 45029

.....  
Review Comments and Requirements  
.....

1. Re-addressing of Lots required, IFC 2009 Chapter 5, section 505.
2. Roads shall comply with IFC 2009, Chapter 5, section 503.
3. Fire Hydrants shall be tested and maintained in accordance with IFC 2009, Chapter 5, section 507.

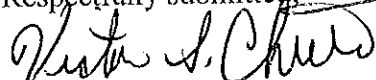
.....  
Status of Plans:  
.....

- Approved as submitted – pending field inspection and final testing  
 Approved conditionally – see remarks  
 Denied – see remarks

Remarks:

Fire Hydrant Flow testing record shall be submitted to Fire Marshal.  
.....

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.



August 4, 2014

Joe Lawson, Planning Director  
Office of Community Standards  
**Charter Township of Ypsilanti**  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

Re: Revised PD Stage I Plan Review #1  
**Majestic Lakes (f.k.a. Ponds at Lakewood and Lakewood South)**  
Charter Township of Ypsilanti (Plan Date: 07-11-14)

Dear Mr. Lawson:

In response to the memorandum from your office dated July 15, 2014, we have reviewed the referenced plans with regards to water supply and wastewater system design. The plans are not acceptable to the Authority. The following comments need to be addressed by the Applicant and/or the Applicant's designer.

1. More detail needs to be provided regarding the existing water supply and wastewater infrastructure identified as "being relocated." At a minimum, the proposed alignments of the relocated utilities should be provided.
2. The existing water supply and wastewater infrastructure, in particular previously installed water services and building sewers, needs to be analyzed in relation to the proposed site layout. It is anticipated that the proposed revisions to the site layout will result in existing water services and building sewers that will no longer be needed. Unnecessary water services shall be disconnected from the water main at the corporation stop with the corporation stop closed. Unneeded building sewers shall be abandoned, with the lateral abandoned from inside the sanitary sewer using a cured-in-place pipe (CIPP) spot liner such as Pipe Patch or Authority approved equal.
3. It is understood that the utilities for phase 2 of the Lakewood South project, located in the southeast area of the site and now identified as the Villages at Majestic Lakes and Majestic Lakes Estates, have not yet been constructed.

All work needed to ensure acceptable water supply and wastewater systems is the responsibility of the applicant. Should there be any questions please contact this office.

Sincerely,

Scott D. Westover, P.E.  
Engineering Manager

cc: Jeff Castro Bob Fry YCUA File  
Eric Copeland (Township Fire Department)  
Matt Parks, P.E. (Township Engineer)  
Matt MacDonnell, P.E. (WCRC)  
Manny Kianicky (Applicant)  
Jared Kime, P.E. (Applicant's design engineer)

COMMISSIONERS  
DOUGLAS E. FULLER  
CHAIR

BARBARA RYAN FULLER  
VICE CHAIR

WILLIAM McFARLANE  
MEMBER

**Washtenaw County**  
**BOARD OF COUNTY ROAD COMMISSIONERS**  
**555 NORTH ZEEB ROAD**  
**ANN ARBOR, MICHIGAN 48103**  
[WWW.WCROADS.ORG](http://WWW.WCROADS.ORG)

ROY D. TOWNSEND, P.E.  
MANAGING DIRECTOR  
SHERYL SODERHOLM SIDDALL, P.E.  
COUNTY HIGHWAY ENGINEER  
JAMES D. HARMON, P.E.  
DIRECTOR OF OPERATIONS  
TELEPHONE (734) 761-1500  
FAX (734) 761-3737

January 27, 2015

**Blue Majestic LLC**  
32400 Telegraph Rd Suite 100  
Bingham Farms, MI 48025

**Attention: Manny Kianicky, P.E.**

**Regarding: Majestic Lakes Condominium  
Charter Township of Ypsilanti**

Dear Mr. Kianicky:

This letter is provided in response to the request to amend the Agreement for Public Road Development and the variance request for the future phases of the development to be public roads. All of these items must be presented to the WCRC Board for approval.

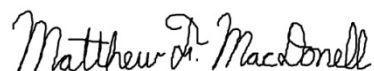
The Agreement for Public Road Development dated April 17, 2013 must be revised to reflect the road name changes and the intent to have Joyce View Drive, White Wing Drive, Waterside Drive, and Tallwood Drive remain private roads. Buck Crossing, Country View Drive, Fawn Drive, Shula Vista, and White Tail Court are to remain as public roads to be completed in accordance with the WCRC Procedures and Regulations for Developing Public Roads. WCRC staff will recommend this change for approval to the WCRC Board at its next available meeting.

The variance request for the WCRC Board to consider granting is to allow the proposed roadways contained in the Majestic Lakes Site Condominium for Phase 3 in the Village at Majestic Lakes and Majestic Lakes Estates be public roads. The current WCRC Procedures and Regulations for Developing Public Roads requires proposed public roads be developed within a platted subdivision. WCRC staff will also recommend the approval of the variance to the WCRC Board at its next available meeting.

Both items are contingent on the amendments to the PUD/Site Condominium be approved by the Charter Township of Ypsilanti Board. After which, the Agreement for Public Road Development will be revised and you may submit for WCRC Preliminary Plan review for Phase 3 of the project.

If you have any questions, please do not hesitate to contact me at (734) 327-6688.

Sincerely,



Matthew F. MacDonell, P.E.  
Assistant Director of Engineering





**EVAN N. PRATT, P.E.**

WATER RESOURCES COMMISSIONER  
705 North Zeeb Road  
P.O. Box 8645  
Ann Arbor, MI 48107-8645

DENNIS M. WOJCIK, P.E.  
Chief Deputy Water Resources  
Commissioner

Telephone 734.222.6860  
Fax 734.222.6803

email: [drains@ewashtenaw.org](mailto:drains@ewashtenaw.org)  
<http://drain.ewashtenaw.org>

November 12, 2014

Mr. Joe Lawson  
Planning Director  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

RE: Majestic Lakes AKA Lakewood Farms,  
Ypsilanti Township

Dear Mr. Lawson:

This office has met with representatives from the Majestic Lakes project, and discussed the procedure to resume development on the site. As a result of our review, we would like to offer the following comments:

1. The proposed changes to the housing and road modifications (overall imperviousness) are considered revisions to the design plans that will require approval from our office.
2. The 433 agreement to establish a drainage district and drain on the Lakewood site is still valid, although it may need to be revised. Our office expects to take jurisdiction of the storm water management system outside of any public road right-of-way. The master deed and exhibit B drawings will need to be amended to reflect the private roads.
3. The Water Resources Commissioner's rules and standards were revised on August 6, 2014. Two material changes to the rules include redefining the storm events using more current rainfall data, and also the requirement of infiltration on site. S.R. Jacobson has agreed to investigate the infiltration potential on site, although it will be in areas already designated as forebays or open space.
4. No pre-existing storm water infrastructure will be required to be removed or relocated as part of the infiltration investigation (pending a video inspection verifying the integrity of said system).
5. If there is no infiltration possible due to a high water table or unsuitable soils, additional volume will be required in the detention basins. No change in the layout of the basins will be required however.
6. The site layout is acceptable to our office but will need to be reviewed for final approval after the soil testing process is complete.
7. Storm water management approval will be granted after soil testing is conducted, design plans are approved, and appropriate securities are posted with our office.

If you have any questions, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Miller".

Scott Miller, P.E.

Storm Water Engineer

(drainage district/Majestic lakes current status)

**FIRST AMENDMENT TO LAKEWOOD  
PLANNED DEVELOPMENT AGREEMENT**

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

**Recitals**

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

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

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

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

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

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

G. On \_\_\_\_\_, the Township Board reviewed and approved the New PD Stage I Preliminary Site Plan.

H. On \_\_\_\_\_, the Township Planning Commission reviewed Blue Majestic’s new PD Stage II final site plans for the Project (“**New PD Stage II Final Site**”).

**Plans**”) and forwarded to the Township Board its recommendations regarding the New PD Stage II Final Site Plans.

I. On \_\_\_\_\_, the Township Board reviewed and approved the New PD Stage II Final Site Plans.

J. The New PD Stage II Final Site Plans are consistent with the purposes and objectives of the Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as amended, and are otherwise consistent with the Township’s Zoning Ordinance and Condominium Regulations pertaining to the use and development of a planned development.

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

**1. General Terms.**

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

b. **Approval of New PD Stage II Final Site Plans.** Section 1.3 of the PD Agreement is amended in its entirety to provide as follows: The PD Stage II final site plans for the Project, as amended by the New PD Stage II Final Site Plans, copies of which are on file with the Township, have been approved in accordance with the authority granted to and vested in the Township pursuant to Act 184, Public Acts of 1943, as amended, the Township Rural Zoning Act, Act 285, Public Acts of 1931, as amended, and Act 168, Public Acts of 1945, as amended, relating to municipal planning, in accordance with Ordinance No. 74, [99-200] the Zoning Ordinance of Ypsilanti Township, enacted in 1994 [1999], as amended, and specifically Article XIX entitled PD

Planned Development Regulations, and in compliance with Act 288, Public Acts of 1967, as amended, the Land Division Act. The parties acknowledge that the New PD Stage II Final Site Plans do not modify the PD Stage II final site plan for Lakewood Estates and, Lakewood Estates is identified in the New PD Stage II Final Site Plans for identification purposes only.

c. **Conditions of PD Stage II Final Site Plan Approval.** Section 1.4 of the PD Agreement is amended in its entirety to provide as follows: Blue Majestic and the Township acknowledge that the approved PD Stage II final site plans, as amended by the New PD Stage II Final Site Plans, incorporate the approved conditions and requirements pertaining to the New PD Stage II Final Site Plans that were adopted by the Township Board in its resolutions, based upon the recommendations of the Township Planning Commission.

d. **Definitions.** The term “Condominiums” and “Condominium Projects” shall mean Lakewood Estates, The Ponds at Lakewood, The Ponds at Majestic Lakes (defined below) and Majestic Lakes Estates South (defined below). The Condominium Projects and Nautica Pointe (defined below) are sometimes collectively referred to herein as the “**Residential Projects.**” The term “**PD Stage II final site plans**” as used in the PD Agreement shall be deemed to mean the approved PD Stage II final site plans, as amended by the New PD Stage II Final Site Plans.

2. **Amendments to Article II of the PD Agreement**

a. **Issuance of Building Permits.** Section 2.2 of the PD Agreement, which is ratified by the parties, is hereby amended by the addition of the following:

In addition to Lakewood Estates Condominium (which is addressed by the existing provisions of Section 2.2 of the PD Agreement), Blue Majestic, or its successors or assigns, shall be entitled to obtain building permits for units and/or residential dwellings within the other developed portions of the Project upon the completion of the punch list items that are identified by the Community & Economic Development Department, in consultation with the Ypsilanti Community Utilities Authority (“YCUA”), the Washtenaw County Water Resources Commission (“WCWRC”) and the Washtenaw County Road Commission (“WCRC”), if applicable, and the posting of performance guaranties for the completion of the final road wearing course, street lights, street trees and certain common area and open space landscaping within the portion of the Residential Project for which Blue Majestic, its successor or assign, has requested building permits, in accordance with Section 2.20 of the PD Agreement. A punch list shall consist only of those items that are required to comply with the approved PD Stage II final site plans for the applicable portion of the Project. Blue Majestic, its successor or assign, shall have the right, but not the obligation to develop all or a portion of the Undeveloped Land in accordance with the approved PD Stage II final site plans. The Project shall be deemed to be “vested” and the PD Agreement and this Amendment shall continue in effect. In the event a Residential Project is completed by a successor in title to Blue Majestic, such successor in title shall be deemed to have assumed the rights and obligations of Blue Majestic under the PD Agreement and this Amendment with respect to such Residential Project and Blue Majestic shall have no liability in connection therewith (except as may otherwise be agreed in writing between Blue Majestic and its successor in title).

b. **Changes in the Types of Permitted Residential Developments.** Section 2.3 of the PD Agreement is hereby amended to add the following provisions:

i. Blue Majestic shall have the right to terminate Lakewood Pointe Condominium and Lakewood Villas Condominium and establish (directly or by its successors or assigns) the following Residential Projects within the portion of the Property on which Lakewood Pointe and Lakewood Estates were located:

A. A condominium project containing up to 34 single-family site condominium units to be known as Majestic Lakes Estates South, as identified in the New PD Stage II final site plans; and

B. An attached for lease community consisting of 145 ranch units with attached 2 car garages, to be known as Nautica Pointe, as identified in the New PD Stage II final site plans.

ii. Blue Majestic shall have the right to establish within The Ponds of Lakewood up to 37 site condominium units either as: (i) a separate site condominium project to be known as The Ponds At Majestic Lakes; or (ii) as part of The Ponds at Lakewood Condominium Project. If Blue Majestic establishes such site condominium units as a separate condominium project, Blue Majestic shall establish the easements necessary for the proper functioning and shared cost of maintaining the common elements within The Ponds At Lakewood and The Ponds at Majestic Lakes, including utility, access and entranceway easements.

c. **Declaration.**

i. Section 2.4 of the PD Agreement is amended to provide that all of the Residential Projects, including Nautica Pointe, shall be entitled to the benefits of, and be subject to the obligations under, the Declaration, including the right of residents within Nautica Pointe to use the Open Space and the obligation of the owner of Nautica Pointe



to contribute to the costs of operating the Lakewood Association. The Declaration currently addresses the maintenance of the Open Space which is subject to the Conservation Easement and certain other site improvements within the Condominium Projects that are shared by the Condominium Projects, such as entranceways, parks and pathways. Blue Majestic shall have the right to amend the Declaration to clarify that each Residential Project, at its cost, shall be solely responsible for maintaining the site improvements that are located within such Residential Project and the Lakewood Association shall be responsible for maintaining the Open Space, including the lakes. Notwithstanding the foregoing, the easements that have been established in the Declaration for the shared use of roads, entranceways, parks, pathways, recreational facilities, utilities and storm drainage facilities which are located within the Residential Projects shall continue in effect.

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

d. **Master Deeds and Bylaws.** Section 2.6 [sic] of the PD Agreement is amended to add that Blue Majestic shall submit to the Township for its review and approval a Master Deed for Majestic Lakes South and, if applicable, The Ponds at Majestic Lakes, and that following approval of such Master Deed(s) by the Township, Blue Majestic shall record such Master Deed(s) with the Washtenaw County Register of Deeds.

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

i. The owner of Nautica Pointe shall assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, and other storm drainage facilities located within Nautica Pointe, whether arising under the PD Agreement or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from the date of certification by the Township engineer that he or she has inspected the required improvements and is reasonably satisfied that they are proper and complete. Upon the completion of the storm water and detention facilities within Nautica Pointe and the approval of such storm drainage and detention facilities by the WCWRC, the owner of Nautica Pointe shall be responsible for the maintenance of such storm drainage and detention facilities and Blue Majestic shall have no further maintenance obligations in connection therewith.

ii. In the event that the owner of Nautica Pointe at any time fails to maintain or preserve the detention areas, the inlet and outlet areas, or other storm drainage facilities located within Nautica Pointe in accordance with the PD Agreement, the Township or the Washtenaw County Water Resources Commissioner's Office may serve written notice by certified mail upon the owner of Nautica Pointe, setting forth the deficiencies in the owner of Nautica Pointe's maintenance and/or preservation of the detention areas, inlet and outlet areas or other storm drainage facilities in accordance with the PD Agreement. The written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice are not cured within the thirty (30) day period, the Township, in order to prevent the detention

areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas, or other storm drainage facilities, and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten (10%) percent surcharge for administrative costs, shall be placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

f. **Applicable Yard Setbacks.** All references to "Condominiums" in Section 2.11 shall be deemed to refer to the Residential Projects.

g. **Development Review.** Section 2.13 of the PD Agreement is amended in its entirety and replaced with the following:

The PD Stage II final site plans, detailed construction plans for the Residential Projects, and homes to be built within the Condominium Projects, shall not be subject to any enactments or amendments to the Township Zoning Ordinance, the Township Site Condominium Ordinance, or any other Township ordinances, rules and regulations which affect the development of the Property, the architectural standards governing construction in the Residential Projects that became effective after August 1, 2006, the date of the approval of the initial PD Stage II final site plans. Detailed construction plans for land development have been reviewed and approved taking into consideration the PD Agreement, as amended pursuant to this Amendment, the New PD Stage II Final Site Plans, the Township Zoning Ordinance, the Township Site Condominium Ordinance and any other applicable Township Ordinances, rules and regulations, as they existed as of the foregoing date.

h. **Roads.** Section 2.14 of the PD Agreement is amended to provide that the internal roads within Nautica Pointe may be private, subject to the mutual agreement of Blue Majestic and the WCRC.

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

j. **Street Lighting.** Section 2.18 of the PD Agreement is amended to add that street lighting in Nautica Pointe shall be private and maintained by the owner of Nautica Pointe.

3. **Blue Majestic’s Marketing Procedures.** Section 3.3 of the PD Agreement is amended to add that Blue Majestic may utilize one pre-leasing trailer for Nautica Pointe until such time that a certificate of occupancy is issued for any portion of Nautica Pointe and one construction trailer until such time that a certificate of occupancy is issued for Nautica Pointe.

4. **Miscellaneous.**

a. **Approval by the Parties.** This Amendment has been approved by Blue Majestic and the Township, as evidenced by the Township’s governing body resolutions, dated \_\_\_\_\_, 2014.

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

c. **Headings; Construction.** The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment or any provision. When the context and construction so require, all words used in

the singular shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa.

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

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

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

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

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

i. **Effect of Amendment.** Except as modified by this Amendment, the terms and provisions of the PD Agreement shall continue in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of the PD

Agreement and this Amendment and the provisions of the Zoning Ordinance or any other Township ordinances, rules, regulations or any amendments thereto, the provisions of the PD Agreement and this Amendment shall control.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the year and date set forth above.

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

**Blue Majestic:**

Blue Majestic LLC

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

Its: \_\_\_\_\_

STATE OF MICHIGAN)  
  )SS  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2014, the foregoing instrument was acknowledged before me by \_\_\_\_\_, \_\_\_\_\_ of Blue Majestic LLC, a Michigan limited liability company on behalf of the company.

\_\_\_\_\_, Notary Public \_\_\_\_\_ County, MI  
Acting in the County of \_\_\_\_\_, State of Michigan  
My Commission expires: \_\_\_\_\_

Charter Township of Ypsilanti, a Michigan  
Municipal corporation

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

Brenda L. Stumbo

Its: \_\_\_\_\_  
Supervisor

Charter Township of Ypsilanti, a Michigan  
Municipal corporation

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

Karen Lovejoy Roe

Its: Clerk





**EXHIBIT A**

**PROPERTY**

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

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



*Dawda, Mann, Mulcahy & Sadler, PLC*  
COUNSELORS AT LAW

MICHAEL D. MULCAHY  
EDWARD C. DAWDA\*  
CURTIS J. MANN  
SUANN F. TIBFRIO TRAMMER  
SUSAN J. SADLER  
TYLER D. TENNENT  
GLENN G. ROSS  
THREESA C. JOSWICK  
ROBERT P. ANDERSON  
JOHN MUCHA, III  
WILLIAM L. ROSIN  
TODD A. SCHAFER\*  
DANILL M. HALPKIN  
DANIEL M. ISRAEL\*\*  
JEFFREY D. MOSS  
WAYNE S. SECAL

ROBERT A. WRIGHT, III\*  
JOSEPH M. JUDGE  
RANDAL R. COLL  
BRIAN J. CONSIDINE\*\*\*  
ALFREDO CASAR  
DAVID A. MOLICONE\*\*  
DAANA KREIS GLENER  
MARC K. SALACH  
SCOT C. SLORRIL  
CHRISTOPHER M. MANN  
ZACHARY J. FSKAU\*\*\*\*  
FRANCES BILZER WILSON\*\*\*\*\*  
EARL R. JOHNSON  
ERIN BOWEN WELCH  
KYLIE E. ANGLERI

OF COUNSEL  
SIDNEY W. SMITH, JR.  
PAUL A. BRINGER  
TED M. GANS  
LEON M. SCHURGIN

\* ALSO MEMBER OF ILLINOIS BAR  
\*\* ALSO MEMBER OF OHIO BAR  
\*\*\* ALSO MEMBER OF WASHINGTON DC BAR  
\*\*\*\* ALSO MEMBER OF FLORIDA BAR  
\*\*\*\*\* ALSO MEMBER OF ARIZONA BAR

February 6, 2015

EDWARD C. DAWDA  
(DIRECT DIAL) 248.642.8696  
EMAIL: EDWARDS@DAWDAMANN.COM

Mr. Wm. Douglas Winters  
c/o Charter Township of Ypsilanti  
Office of Community Standards  
7200 S. Huron River Drive  
Ypsilanti, Michigan 48197

Via FedEx

**Re: Redwood Acquisition LLC / Nautica Pointe**

Dear Mr. Winters:

I write on behalf of Redwood Acquisition LLC ("Redwood") regarding Redwood's proposed multifamily development ("Nautica Pointe") within the Charter Township of Ypsilanti ("Township"). As you know, Redwood intends to develop Nautica Pointe as a multifamily community of distinctive single-story homes with two car garages attached in two to four unit configurations. Consistent with the high quality standards for which the Company is known, Redwood will maintain Nautica Pointe in compliance with all applicable codes and ordinances and in a condition that will allow Redwood to maximize both the initial lease up and the long-term retention of residents within the Township.

To assist in the approval process and as concepts to be included in a future development agreement guiding this project, Redwood provides the below information regarding Nautica Pointe:

Age-Targeted: As a community, Nautica Pointe will be age-targeted but not age-restricted. For additional background, approximately seventy percent (70%) of residents within Redwood's portfolio of communities are mature adults without young children. The average Redwood resident is in his/her mid-fifties. Throughout its communities, Redwood fully complies with all fair housing requirements.

No Subsidized Rates: Redwood does not intend to offer any units within Nautica Pointe for lease at government subsidized rates or pursuant to programs offered by any governmental body for subsidized leased housing. None of the communities within Redwood's portfolio offer units for lease at government subsidized rates. As previously stated, Redwood fully complies with all fair housing requirements.

Mr. Wm. Douglas Winters  
 February 6, 2015  
 Page 2

Market Rates: Lease rates within Nautica Pointe will be consistent with market rates in the Township for new multifamily housing. In general, units within Redwood's portfolio of communities lease for Thirteen Hundred to Fourteen Hundred Dollars (\$1,300 - \$1,400) per month; however, Redwood reserves the right to adjust such rates at any and all times in response to market conditions.

Security Cameras: In support of the Township's initiative for the installation of neighborhood security cameras, Redwood has agreed to install security cameras at the front entrance of Nautica Pointe. Redwood will pay the initial cost of the installation of such security cameras. Additionally, Redwood acknowledges that Nautica Pointe will be subject to a special assessment district to fund the costs of operation and maintenance of the Township's neighborhood security camera system located within Nautica Pointe as well as the costs of archiving such security footage.

Square Footages: The proposed square footages of the unit types shown on the current Nautica Pointe site plan are also follows:

Unit Type	Notes	Net Square Footage	Overall Square Footage
2D	28' x 68' - 2 car garage	1294	1714
7	38' x 52' - 2 car garage	1392	1792

Redwood looks forward to its continued collaboration with the Township in pursuit of the approval and development of Nautica Pointe, and I await our joint efforts to negotiate and draft a development agreement for the project.

Should you require additional information, please contact me. Thank you.

Cordially,

DAWDA, MANN, MULCAHY & SADLER, PLC



Edward C. Dawda

ECD/ebw

cc: Mr. Richard Batt (via email)  
 Ms. Kellie McIvor (via email)  
 Mr. Joe Lawson (via email)

**PROJECT OWNER/DEVELOPER:**

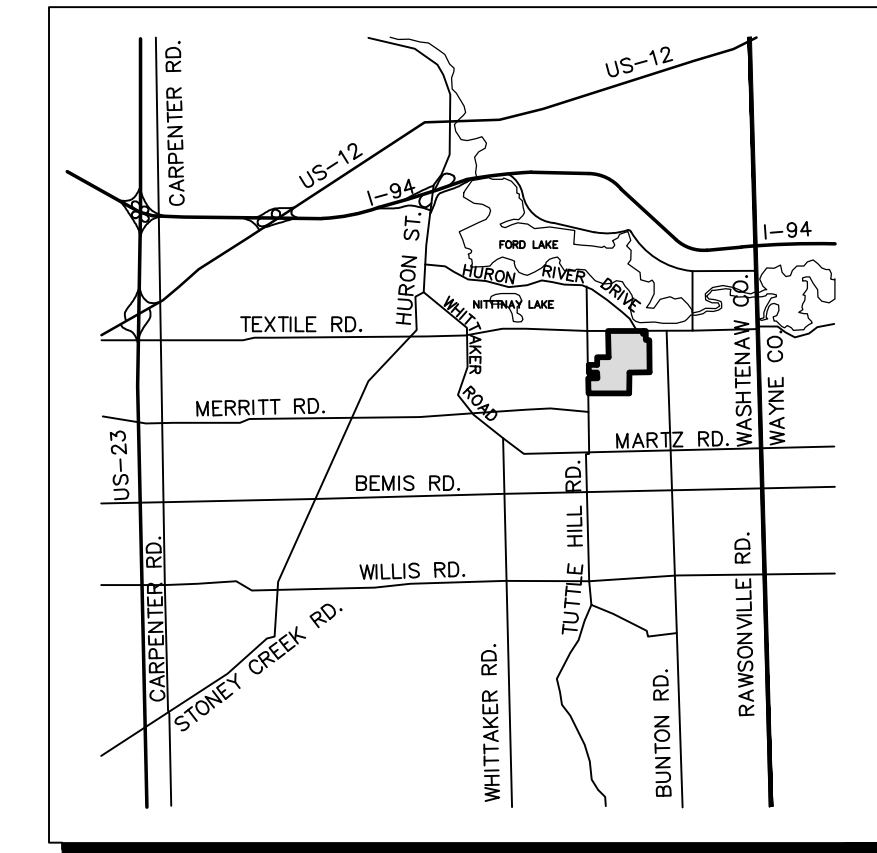
BLUE MAJESTIC, LLC  
32400 TELEGRAPH RD. - SUITE 100  
BINGHAM FARMS, MICHIGAN 48025  
ATTN: MANNY KIANICKY

**PROJECT ENGINEER:**

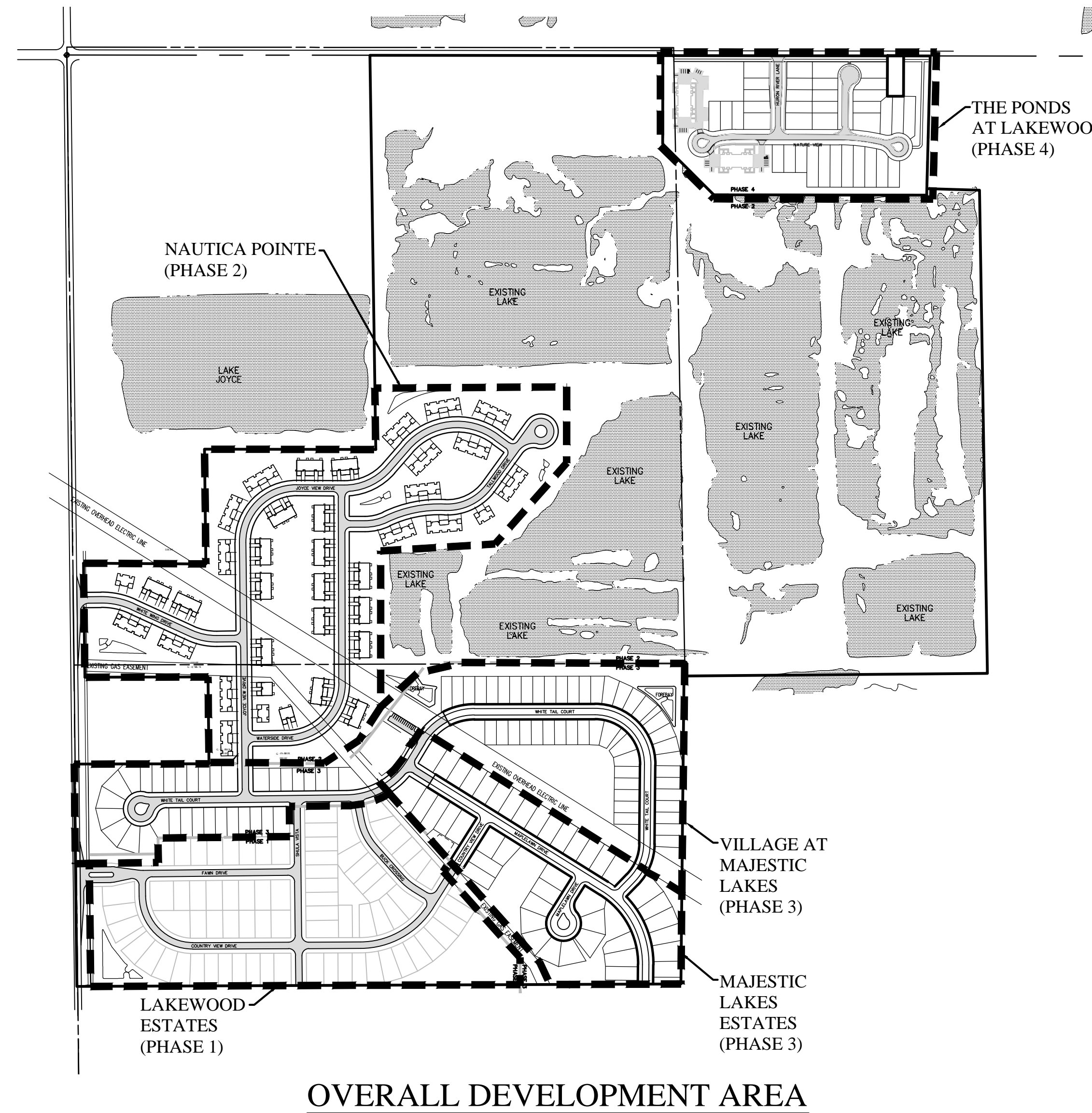
ATWELL, LLC  
TWO TOWNE SQUARE, SUITE 700  
SOUTHFIELD, MI 48076  
PHONE: 248.447.2000  
FAX: 248.447.2001  
ATTN: JOHN ACKERMAN

# MAJESTIC LAKES

A PLANNED UNIT DEVELOPEMENT  
SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST  
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN



VICINITY MAP  
NOT TO SCALE



OVERALL DEVELOPMENT AREA  
SCALE: 1" = 400'

**OVERALL SITE DESCRIPTION**

DESCRIPTION OF A 254.51 ACRE PARCEL OF LAND IN THE WEST 1/4 OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the West 1/4 corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence N89°51'07"E 50.00 feet along the East-West 1/4 line of said Section 26 for a PLACE OF BEGINNING; thence N00°40'17"W 492.09 feet along the Easterly Right-of-Way line of Tuttle Hill Road (variable width); thence S89°39'35"E 528.04 feet; thence N00°40'17"W 495.14 feet; thence S89°52'12"E 736.71 feet; thence N00°50'53"W 1681.82 feet along the West line of the East 1/2 of the Northwest 1/4 of said Section 26; thence S89°56'52"E 1309.51 feet along the North line of said Section 26 and the centerline of Textile Road (66.00 feet wide) to the North 1/4 corner of said Section 26 (as monumented); thence S89°55'00"E 1110.09 feet along said North line and said centerline of Textile Road; thence S01°27'01"W 572.66 feet (recorded as 578.82 feet); thence S89°20'52"E 227.71 feet; thence S00°55'58"E 2064.38 feet along the East line of the West 1/2 of the Northeast 1/4 of said Section 26; thence S89°30'11"W 1309.33 feet along the East-West 1/4 line of said Section 26 to the Center of said Section 26 (as monumented); thence S00°34'23"W 1329.00 feet to the Northeast Corner of the Frank H. Clark Subdivision (as monumented) as recorded in Liber 10, page 11, Washtenaw County Records, Washtenaw County, Michigan; thence S01°15'20"E 0.86 feet along the West line of said Frank H. Clark Subdivision (as monumented); thence S89°45'51"W 2606.78 feet along the South line of the North 1/2 of the Southwest 1/4 of said Section 26; thence N00°39'24"W 959.17 feet along the West line of said Section 26 and the centerline of said Tuttle Hill Road; thence N89°51'07"E 581.40 feet; thence N00°39'24"W 374.63 feet; thence S89°51'07"W 531.40 feet along said East-West 1/4 line to the Place of Beginning, containing 254.79 acres of land, more or less. Excepting therefrom a 0.28 acre parcel of land being described as follows: Commencing at the North 1/4 corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S89°55'00"E 1110.09 feet along the North line of said Section 26 and the centerline of Textile Road (66 feet wide); thence S01°27'01"W 33.01 feet; thence N89°55'00"W 120.00 feet along the Southerly Right-of-Way line of said Textile Road for a PLACE OF BEGINNING; thence S00°55'59"E 175.00 feet; thence N89°55'00"W 70.00 feet; thence N00°55'59"W 175.00 feet; thence S89°55'00"E 70.00 feet along the said South line of Textile Road to the Place of Beginning, containing 0.28 acres of land, more or less. The remaining parcel containing 254.51 acres of land, more or less, being part of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan. Being subject to the rights of the public over the Northerly 33.00 feet thereof as occupied by Textile Road, also being subject to the rights of the public over the Westerly 33.00 feet thereof as occupied by Tuttle Hill Road, also being subject to easements and restrictions of record, if any.

**SINGLE FAMILY AND ATTACHED SINGLE FAMILY LEGAL DESCRIPTION (LAKEWOOD SOUTH)**

DESCRIPTION OF A 239.54 ACRE PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

Commencing at the West 1/4 corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence N89°51'07"E 50.00 feet along the East-West 1/4 line of said Section 26 for a PLACE OF BEGINNING; thence N00°40'17"W 492.09 feet along the Easterly Right-of-Way line of Tuttle Hill Road (variable width); thence S89°39'35"E 528.04 feet; thence N00°40'17"W 495.14 feet; thence S89°52'12"E 736.71 feet; thence N00°50'53"W 1681.82 feet along the West line of the East 1/2 of the Northwest 1/4 of said Section 26; thence S89°56'52"E 1266.17 feet along the North line of said Section 26 and the centerline of Textile Road (66.00 feet wide); thence S00°50'02"W 381.06 feet; thence S45°04'16"E 310.86 feet; thence S89°55'00"E 219.71 feet; thence N01°27'01"E 27.82 feet; thence S89°20'52"E 227.71 feet; thence S00°55'58"E 2064.38 feet along the East line of the West 1/2 of the Northeast 1/4 of said Section 26; thence S89°30'11"W 1309.33 feet along the East-West 1/4 line of said Section 26 to the center of said Section 26 (as monumented); thence S00°34'23"W 1329.00 feet to the Northeast Corner of the Frank H. Clark Subdivision (as monumented) as recorded in Liber 10, page 11, Washtenaw County Records, Washtenaw County, Michigan; thence S01°15'20"E 0.86 feet along the West line of said Frank H. Clark Subdivision; thence S89°45'51"W 2606.78 feet along the South line of the North 1/2 of the Southwest 1/4 of said Section 26; thence N00°39'24"W 959.17 feet along the West line of said Section 26 and the centerline of said Tuttle Hill Road (variable width); thence N89°51'07"E 581.40 feet; thence N00°39'24"W 374.63 feet; thence S89°51'07"W 531.40 feet along the East-West 1/4 line of said Section 26 to the Place of Beginning, being part of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, containing 239.54 acres of land, more or less, being subject to the rights of the public over the Northerly 33.00 feet thereof as occupied by Textile Road, also being subject to the rights of the public over the Westerly 33.00 feet thereof as occupied by Tuttle Hill Road, also being subject to easements and restrictions of record, if any.

**DEVELOPMENT NOTES:**

Roads - The roads servicing the attached single family residences are proposed to be private  
cu'j gntcu'j g'qcf u'p'j g'Rup u'q'0 Clauke N'ngu0' Cn'q'j g' t'cuf u'c'g' t'qr qu'f' cu'f w'ide0

Trash 7'E w'du'f g'r' lemr 'y kn'dg' c'x'c'k'c'd'g' t'q' c'm'p'i n'g' t'co k' t'qu'0' R'k'c'c'g' u'cu'j 'u'g'x'k'g'y km  
be provided for the attached single family residential portion of the development.

Catch Basins 7' C'n'te'c'g' 'u'c'p' u'q'x'g'u'j c'm'p'e'w' g'j g'y' t'c'g' u'f' w' r' p'q'y' c'ug' T'c'p'u'q'  
t'x'g'0

**SITE DATA**

ZONED PLANNED DEVELOPMENT (PD)

OVERALL DENSITY 1.60 UNITS/ACRE (254.90 AC.)

PROPOSED 392 UNIT DEVELOPMENT

**NORTH PORTION (14.96 ACRES):**  
37 - 50' SINGLE FAMILY SITE CONDOS  
16 - ATTACHED MULTI-FAMILY UNITS (EXISTING)

**SOUTH PORTION (239.54 ACRES):**  
116 - 60' SINGLE FAMILY SITE CONDOS (72 LOTS CURRENTLY EXIST)  
81 - 50' UNITS  
142 - ATTACHED SINGLE FAMILY UNITS

**SETBACKS:**

60' LOTS  
FRONT - 25'  
REAR - 35'  
SIDE - 5' SIDE / 16' TOTAL

50' LOTS  
FRONT - 25'  
REAR - 35'  
SIDE - 5' SIDE / 10' TOTAL

NAUTICA POINTE MULTI-FAMILY UNITS  
FRONT - 20'  
BLDG TO BLDG - 30'

TOTAL PRESERVATION AREA (INC. LAKES) - 167.20 ACRES (64% OF SITE)

TOTAL AREA OF LAKES - 90.15 ACRES (35% OF SITE)

NET - TOTAL - LAKES 164.75 ACRES

OPEN SPACE PROVIDED - 83.37 ACRES (50.7% OF NET SITE)



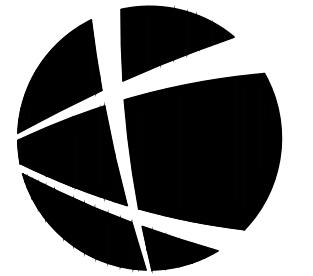
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

**NOTICE:**  
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT © 2014 ATWELL, LLC  
NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC

Land Development & Real Estate  
Power & Energy  
Telecommunications  
Infrastructure & Transportation  
Environmental & Solid Waste  
Water & Natural Resources

**ATWELL**  
866.859.4200 | www.atwell-group.com  
OFFICES IN NORTH AMERICA AND ASIA  
TWO TOWNE SQUARE, SUITE 700  
SOUTHFIELD, MI 48076  
248.447.2000

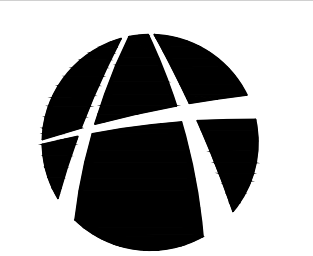


SECTION 26  
TOWN 3 SOUTH, RANGE 7 EAST  
YPSILANTI TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN

BLUE MAJESTIC, L.L.C.  
MAJESTIC LAKES  
PUD  
COVER SHEET

CLIENT  
DATE 07-11-2014

08-12-2014 PREP TIME REVIEW  
11-03-2014 PRASING



SCALE 0 0 0  
AS NOTED  
DR. WLH JMK  
P.M. J. ACKERMAN  
BOOK ---  
CAD FILE: 14000914PD-01-CV.DWG  
JOB 45029  
FILE CODE: ---  
SHEET NO. PD-01

**NOT FOR CONSTRUCTION**

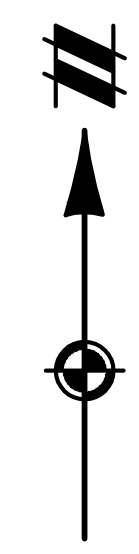
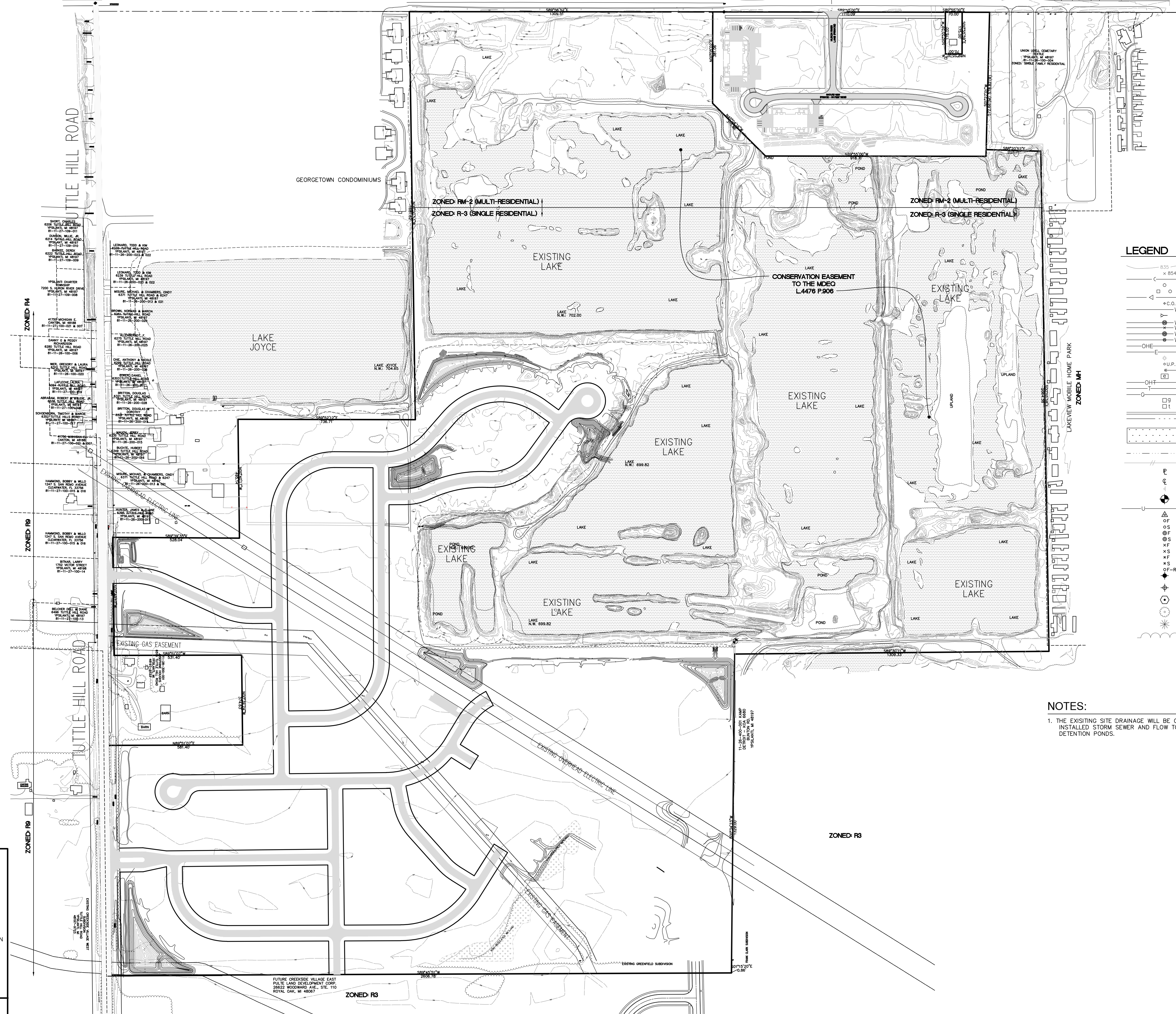






TEXTILE ROAD

TEXTILE ROAD



**LEGEND**

- 8.55 EXIST. CONTOUR
- x 854.6 EXIST. SPOT ELEVATION
- EXIST. STORM SEWER
- EXIST. MANHOLE
- EXIST. CATCH BASIN/INLET
- EXIST. SANITARY SEWER
- EXIST. CLEANOUT
- EXIST. WATER MAIN
- EXIST. HYDRANT
- EXIST. POST INDICATOR VALVE
- EXIST. SHUTOFF OR CURB BOX
- EXIST. GATE VALVE IN BOX
- EXIST. GATE VALVE IN MANHOLE
- EXIST. OVERHEAD ELECTRIC
- EXIST. UNDERGROUND ELECTRIC
- EXIST. LIGHT POLE
- EXIST. UTILITY POLE
- GUY WIRE
- EXIST. ELECTRIC TRANSFORMER
- EXIST. OVERHEAD TELEPHONE
- EXIST. UNDERGROUND TELEPHONE
- EXIST. GAS
- EXIST. GAS RISER
- EXIST. TELEPHONE RISER
- EXIST. CURB AND GUTTER
- CENTERLINE OF DITCH OR EDGE OF WATER
- WETLAND AREA
- EDGE OF WETLAND
- EXISTING FENCE
- PROPERTY LINE
- CENTERLINE
- EXIST. SIGN
- SECTION CORNER
- EXIST. UTILITY UNSPECIFIED
- CONTROL POINT
- FOUND IRON PIPE
- SET IRON PIPE
- FOUND CONCRETE MONUMENT
- SET CONCRETE MONUMENT
- FOUND PK NAIL
- SET PK NAIL
- FOUND LEADED CHISEL HOLE
- SET LEADED CHISEL HOLE
- FOUND REROOD
- APPROX. LOCATION OF SOIL BORING
- APPROX. LOCATION OF MONITORING WELL
- APPROX. LOCATION OF PENETRATION TEST
- EXIST. DECIDUOUS TREE
- EXIST. CONIFEROUS TREE
- EXIST. TREE OR BRUSH LIMIT

**NOTES:**

1. THE EXISTING SITE DRAINAGE WILL BE COLLECTED IN THE PREVIOUSLY INSTALLED STORM SEWER AND FLOW TO THE PREVIOUSLY CONSTRUCTED DETENTION PONDS.



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

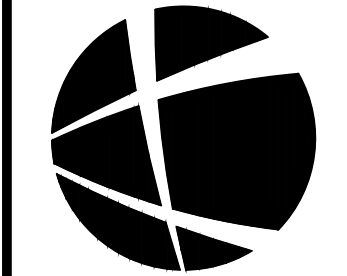
**NOTICE:**

CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT © 2014 ATWELL, LLC  
NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC

Land Development & Real Estate  
Power & Energy  
Telecommunications  
Infrastructure & Transportation  
Environmental & Solid Waste  
Water & Natural Resources

**ATWELL**  
866.850.4200 | www.atwell-group.com  
OFFICES IN NORTH AMERICA AND ASIA  
TWO SOUTHFIELD, MI 48076  
248.447.2000



SECTION 28  
TOWN 3 SOUTH, RANGE 7 EAST  
YPSILANTI TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN

BLUE MAJESTIC, L.L.C.  
MAJESTIC LAKES  
PUD  
EXISTING CONDITIONS  
PLAN

CLIENT  
DATE 07-11-2014

09-12-2014 PRELIM REVIEW  
11-10-2014 PHASING

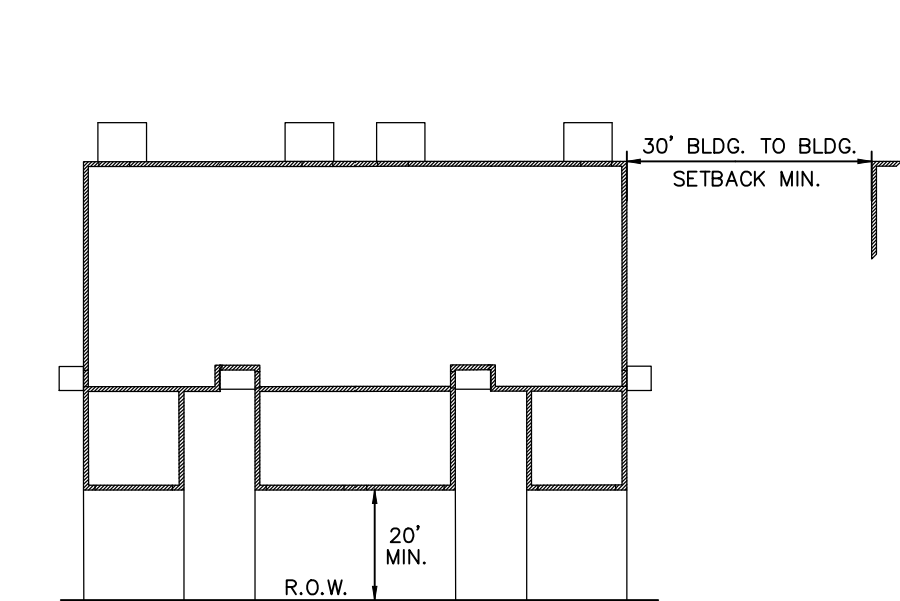
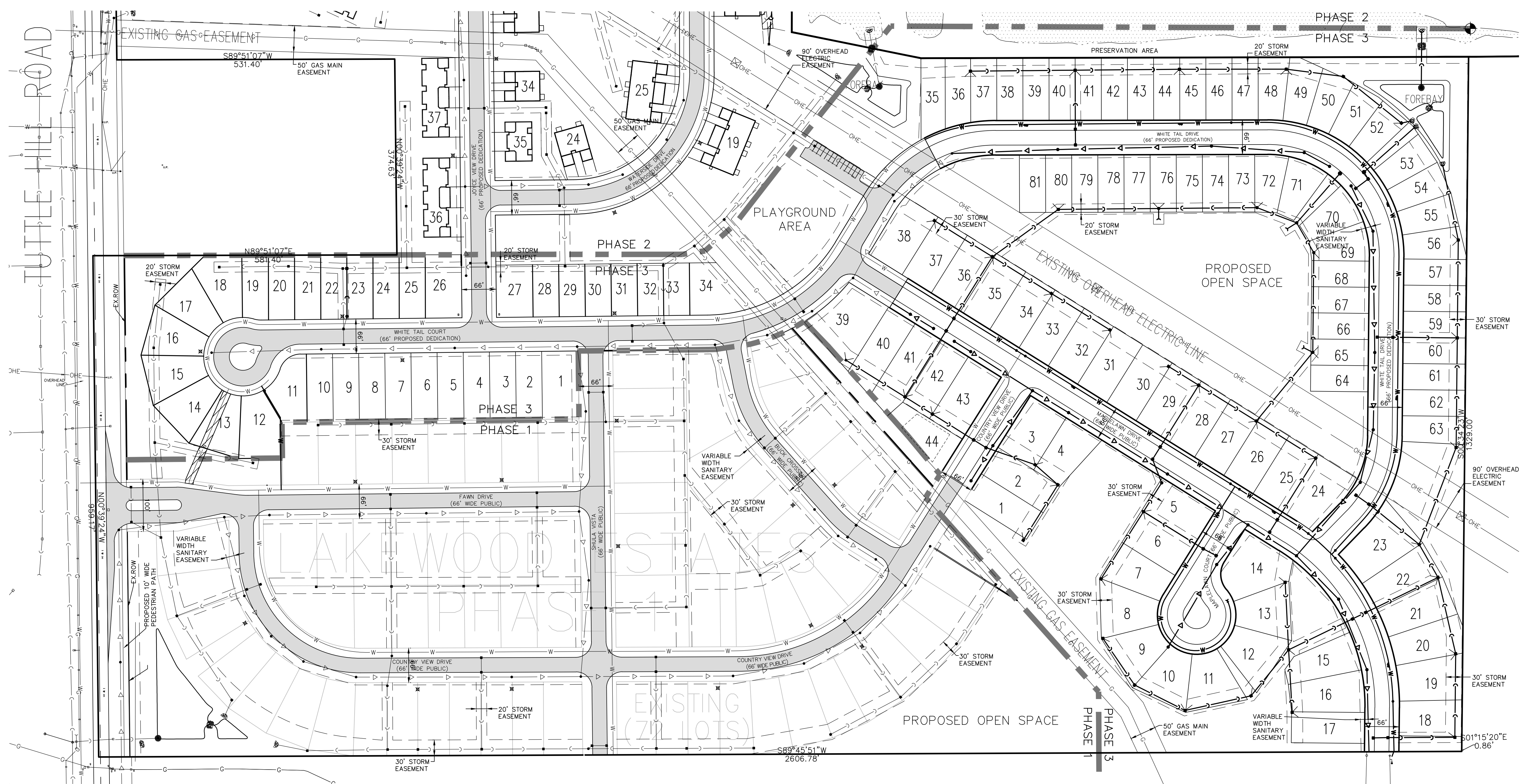
REVISIONS



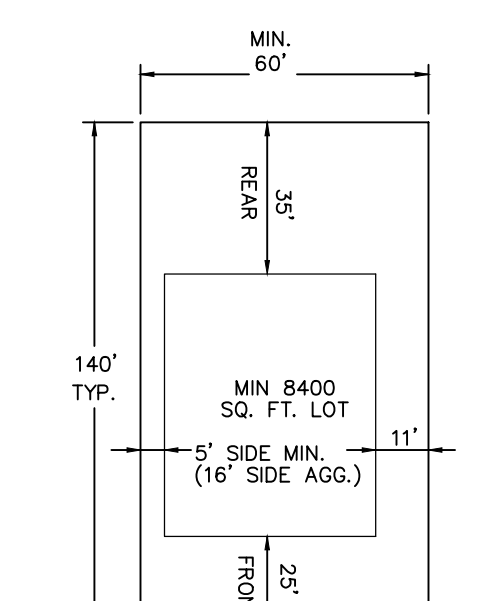
SCALE 0 100 200  
1" = 200 FT  
DR. WLH JMK  
P.M. J. ACKERMAN  
BOOK ---  
CAD FILE: 14000914PD-03-EC.DWG  
JOB 45029  
FILE CODE: ---  
SHEET NO. PD-03

**NOT FOR CONSTRUCTION**

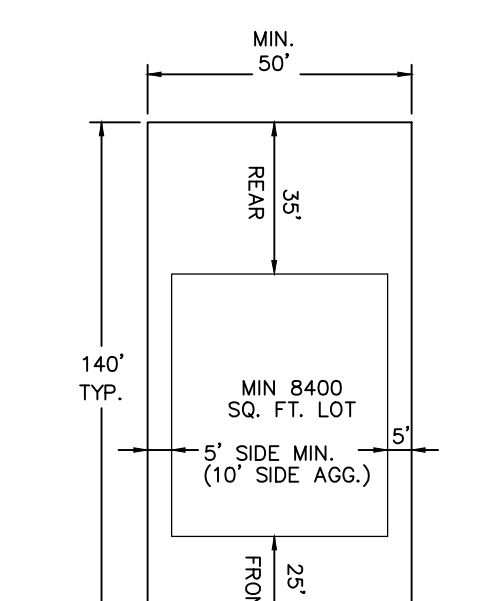




TYPICAL ATTACHED SINGLE FAMILY  
NO SCALE



TYPICAL 60' LOT DETAIL  
NO SCALE



TYPICAL 50' LOT DETAIL  
NO SCALE

**LEGEND**

	PROPERTY LINE
	PROPOSED CURB AND GUTTER
	PROPOSED SETBACK LINE
	PROPOSED R.O.W. LINE
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING MANHOLE / CATCH BASIN
	PROPOSED MANHOLE / CATCH BASIN / END SECTION
	EXISTING UNDERGROUND ELECTRIC
	EXISTING TELEPHONE SERVICE
	EXISTING WATER MAIN
	PROPOSED WATER MAIN
	PROPOSED WATER SERVICE
	EXISTING HYDRANT
	PROPOSED HYDRANT
	EXISTING GATE VALVE & WELL
	PROPOSED GATE VALVE & WELL
	EXISTING WATER MAIN MANHOLE
	PROPOSED REDUCER
	PROPOSED SANITARY SEWER MAIN
	PROPOSED SANITARY SEWER LEAD
	PROPOSED SANITARY SEWER MANHOLE
	EXISTING UNDERGROUND CABLE SERVICE
	EXISTING CURB AND GUTTER
	PROPOSED CURB AND GUTTER
	EXISTING GUY WIRE
	EXISTING UTILITY POLE
	EXISTING CATV BOX
	EXISTING TELEPHONE BOX
	EXISTING ELECTRICAL BOX
	EXISTING SIGN
	PROPOSED PAVEMENT
	PHASE LINE
	UTILITIES TO BE RELOCATED

**NOT FOR CONSTRUCTION**

Land Development & Real Estate  
Power & Energy  
Telecommunications  
Infrastructure & Transportation  
Environmental & Solid Waste  
Water & Natural Resources

**ATWELL**  
866.859.4200 | www.atwell-group.com  
OFFICES IN NORTH AMERICA AND ASIA  
TWO SOUTHFIELD W. #8076  
SOUTHFIELD, MI 48076  
248.447.2000

SECTION 28  
TOWN 3 SOUTH, RANGE 7 EAST  
YPSILANTI TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN

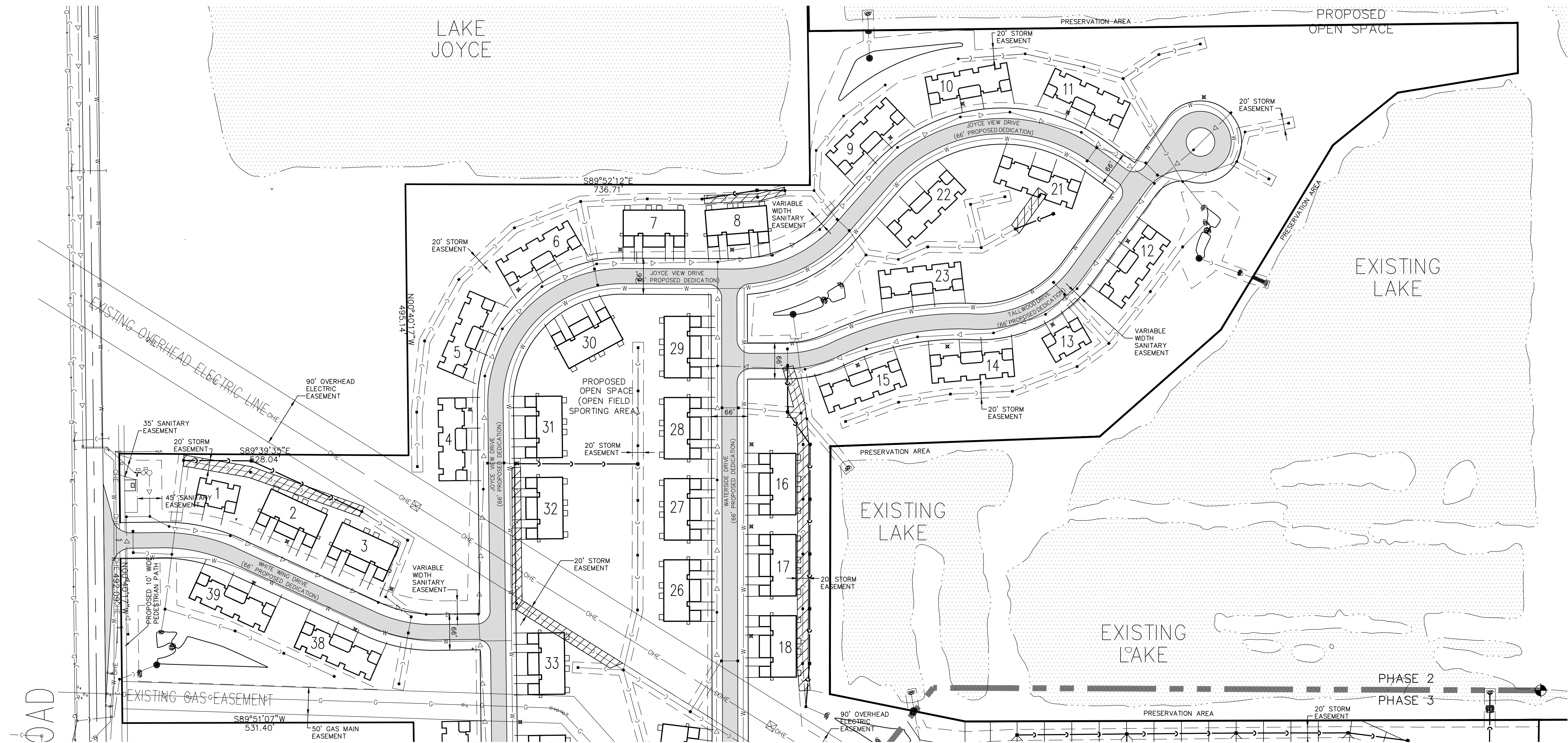
BLUE MAJESTIC, L.L.C.  
MAJESTIC LAKES  
PUD  
LAYOUT PLAN

CLIENT  
DATE 07-11-2014  
09-12-2014 PER THE REVIEW  
11-10-2014 PHASING

REVISIONS

**ATWELL**  
SCALE 0 50 100  
1" = 100 FT  
DR. WLJ JMK  
P.M. J. ACKERMAN  
BOOK ---  
CAD FILE: 14000914PD-04-LDWG  
JOB 45029  
FILE CODE: ---  
SHEET NO. PD-04





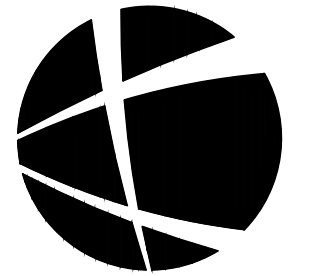
**LEGEND**

- PROPERTY LINE
- PROPOSED CURB AND GUTTER
- PROPOSED SETBACK LINE
- PROPOSED R.O.W. LINE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING MANHOLE / CATCH BASIN
- PROPOSED MANHOLE / CATCH BASIN / END SECTION
- EXISTING UNDERGROUND ELECTRIC
- EXISTING TELEPHONE SERVICE
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- EXISTING HYDRANT
- PROPOSED HYDRANT
- EXISTING GATE VALVE & WELL
- PROPOSED GATE VALVE & WELL
- EXISTING WATER MAIN MANHOLE
- PROPOSED REDUCER
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER LEAD
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING UNDERGROUND CABLE SERVICE
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- EXISTING GUY WIRE
- EXISTING UTILITY POLE
- EXISTING CATV
- EXISTING TELEPHONE BOX
- EXISTING ELECTRICAL BOX
- EXISTING SIGN
- PROPOSED PAVEMENT
- PHASE LINE
- UTILITIES TO BE RELOCATED

**NOT FOR CONSTRUCTION**

Land Development & Real Estate  
Power & Energy  
Telecommunications  
Infrastructure & Transportation  
Environmental & Solid Waste  
Water & Natural Resources

**ATWELL**  
www.atwell-group.com  
866.859.4200  
OFFICES IN NORTH AMERICA AND ASIA  
TWO SOUTHFIELD, MI 48076  
248.447.2000



SECTION 28  
TOWN 3 SOUTH, RANGE 7 EAST  
YPSILANTI TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN

CLIENT  
**BLUE MAJESTIC, L.L.C.**  
MAJESTIC LAKES  
PUD  
LAYOUT PLAN

DATE 07-11-2014

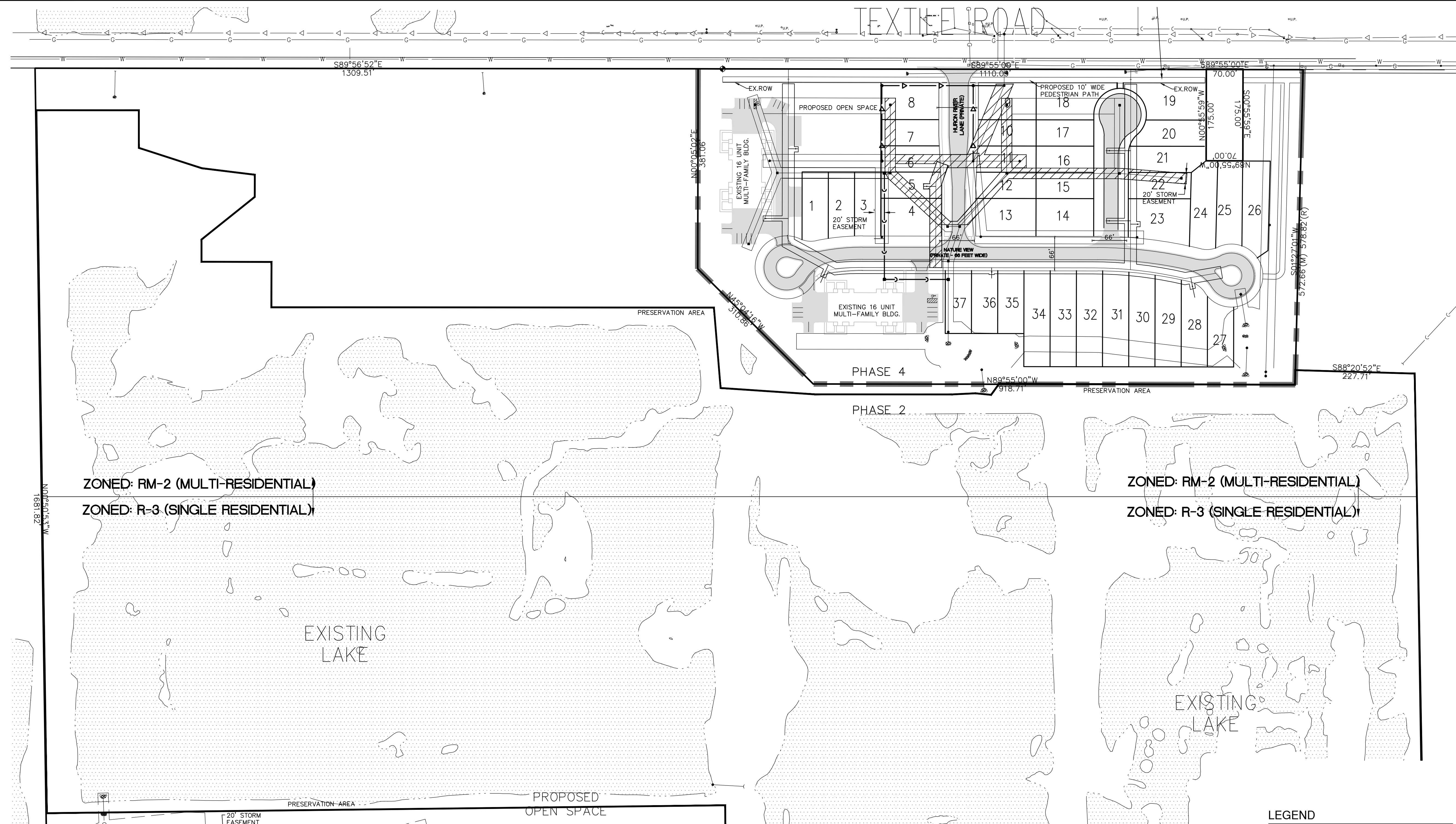
09-12-2014 PER TIME REVIEW  
11-10-2014 PHASING

REVISIONS



**ATWELL**  
SCALE 0 50 100  
1" = 100 FT  
DR. WLH JMK  
P.M. J. ACKERMAN  
BOOK ---  
CAD FILE: 14000914PD-04-L.DWG  
JOB 45029  
FILE CODE: ---  
SHEET NO. PD-05

X:\14000914\DWG\PLAN SET\14000914PD-04-L.DWG 6/27/2013 10:39 AM JMK:KNE



ZONED: RM-2 (MULTI-RESIDENTIAL)  
 ZONED: R-3 (SINGLE RESIDENTIAL)

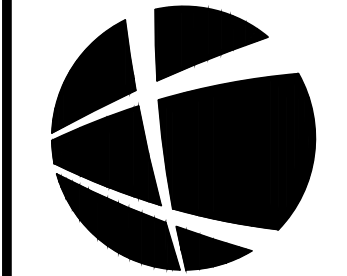
ZONED: RM-2 (MULTI-RESIDENTIAL)  
 ZONED: R-3 (SINGLE RESIDENTIAL)

**LEGEND**

- PROPERTY LINE
- PROPOSED CURB AND GUTTER
- PROPOSED SETBACK LINE
- PROPOSED R.O.W. LINE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING MANHOLE / CATCH BASIN
- PROPOSED MANHOLE / CATCH BASIN / END SECTION
- EXISTING UNDERGROUND ELECTRIC
- EXISTING TELEPHONE SERVICE
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- EXISTING HYDRANT
- PROPOSED HYDRANT
- EXISTING GATE VALVE & WELL
- PROPOSED GATE VALVE & WELL
- EXISTING WATER MAIN MANHOLE
- PROPOSED REDUCER
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER LEAD
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING UNDERGROUND CABLE SERVICE
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- EXISTING GUY WIRE
- EXISTING UTILITY POLE
- EXISTING CATV
- EXISTING TELEPHONE BOX
- EXISTING ELECTRICAL BOX
- EXISTING SIGN
- PROPOSED PAVEMENT
- PHASE LINE
- UTILITIES TO BE RELOCATED

Land Development & Real Estate  
 Power & Energy  
 Telecommunications  
 Infrastructure & Transportation  
 Environmental & Solid Waste  
 Water & Natural Resources

**ATWELL**  
 866.859.4200 | www.atwell-group.com  
 OFFICES IN NORTH AMERICA AND ASIA  
 TWO SOUTHFIELD W. 48076  
 SOUTHFIELD, MI 48076  
 248.447.2000



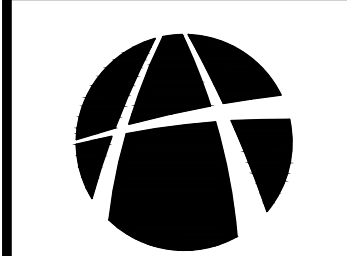
SECTION 28  
 TOWN 3 SOUTH, RANGE 7 EAST  
 YPSILANTI TOWNSHIP  
 WASHTENAW COUNTY, MICHIGAN

BLUE MAJESTIC, L.L.C.  
 MAJESTIC LAKES  
 PUD  
 LAYOUT PLAN

DATE 07-11-2014

08-12-2014 PER THE REVIEW  
 11-10-2014 PHASING

REVISIONS



SCALE 0 50 100  
 1" = 100 FT

DR. WLH JMK  
 P.M. J. ACKERMAN  
 BOOK ---  
 CAD FILE: 14000914PD-04-L.DWG  
 JOB 45029  
 FILE CODE: ---  
 SHEET NO. PD-06

**NOT FOR CONSTRUCTION**

X:\14000914\DWG\PLAN SET\14000914PD-04-L.DWG 6/27/2013 10:39 AM JARROD KNE

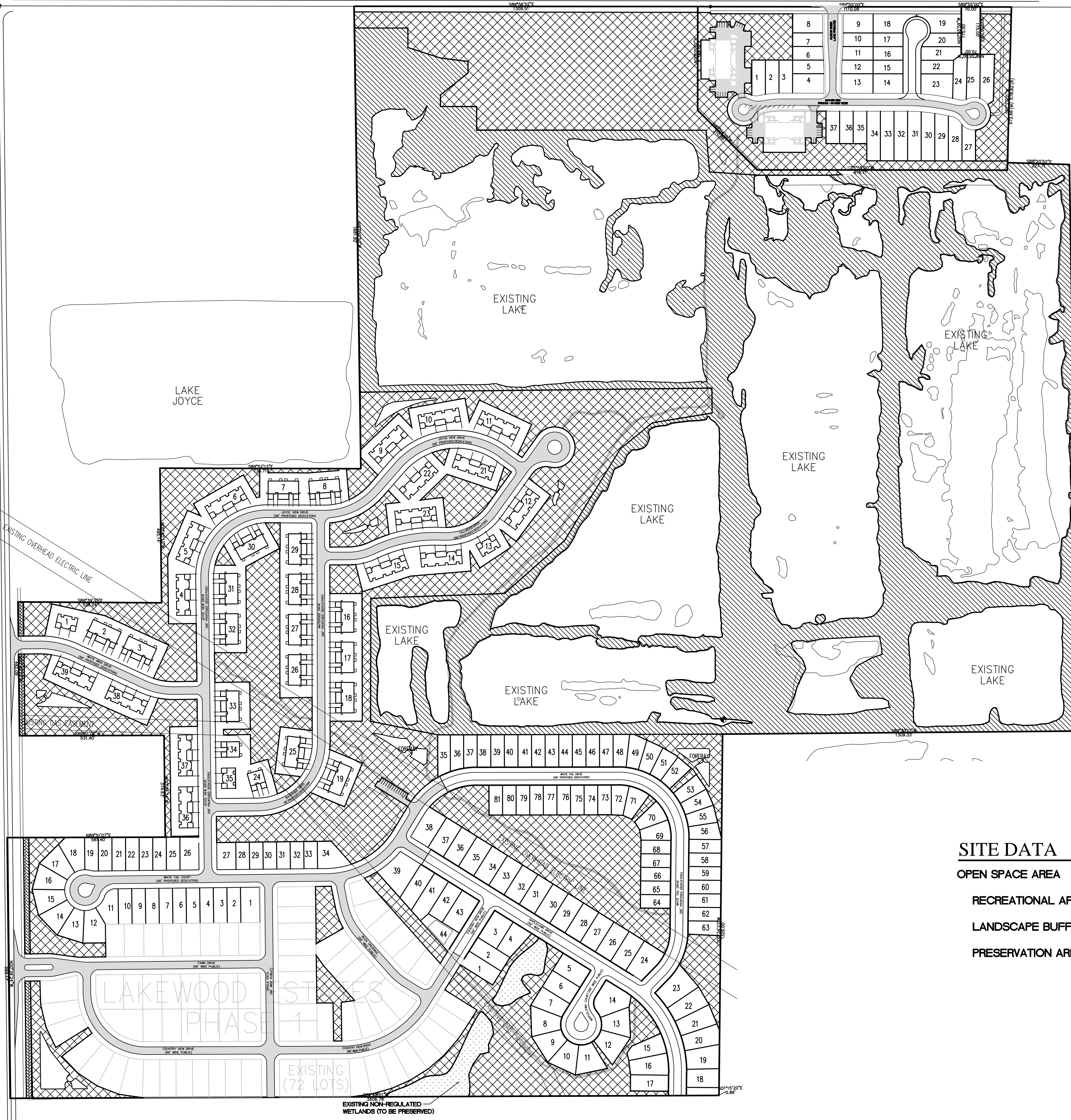


TEXTILE ROAD

TEXTILE ROAD

TUTTLE HILL ROAD

TUTTLE HILL ROAD



LEGEND

- PROPERTY LINE
- PROPOSED CURB AND GUTTER
- PROPOSED SETBACK LINE
- PROPOSED R.O.W. LINE
- PROPOSED PAVEMENT
- PHASE LINE
- OPEN SPACE AREA
- LANDSCAPE BUFFER AREA
- MDEQ - PRESERVATION AREA
- NON-MDEQ PRESERVATION AREA

SITE DATA

- OPEN SPACE AREA = 83.37 ACRES
- RECREATIONAL AREA = 47.34 ACRES
- LANDSCAPE BUFFER = 0.60 ACRES
- PRESERVATION AREA = 32.38 ACRES

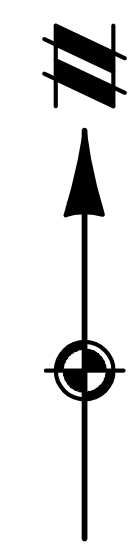


THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:

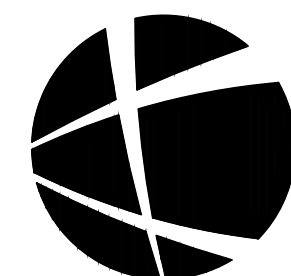
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

COPYRIGHT © 2014 ATWELL, LLC  
NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC



Land Development & Real Estate  
Power & Energy  
Telecommunications  
Infrastructure & Transportation  
Environmental & Solid Waste  
Water & Natural Resources

**ATWELL**  
www.atwell-group.com  
866.859.4200  
OFFICES IN NORTH AMERICA AND ASIA  
TWO SOUTHFIELD, MI 48076  
248.447.2000

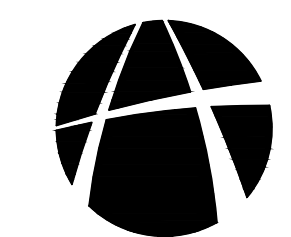


SECTION 28  
TOWN 3 SOUTH, RANGE 7 EAST  
YPSILANTI TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN

BLUE MAJESTIC, L.L.C.  
MAJESTIC LAKES  
PUD  
OPEN SPACE  
PLAN

CLIENT  
DATE 07-11-2014  
09-12-2014 PREP TIME REVIEW  
11-10-2014 PHASING

REVISIONS



ATWELL

SCALE 0 100 200

1" = 200 FT

DR. WLH JMK

P.M. J. ACKERMAN

BOOK ---

CAD FILE: 14000914PD-05-05.DWG

JOB 45029

FILE CODE: ---

SHEET NO. PD-07

NOT FOR CONSTRUCTION





**CAWRSE & ASSOCIATES, INC.**  
 Landscape Architecture · Land Planning  
 549 E. Washington Street · Chagrin Falls, OH 44022  
 440-247-7003/fax 440-247-7143

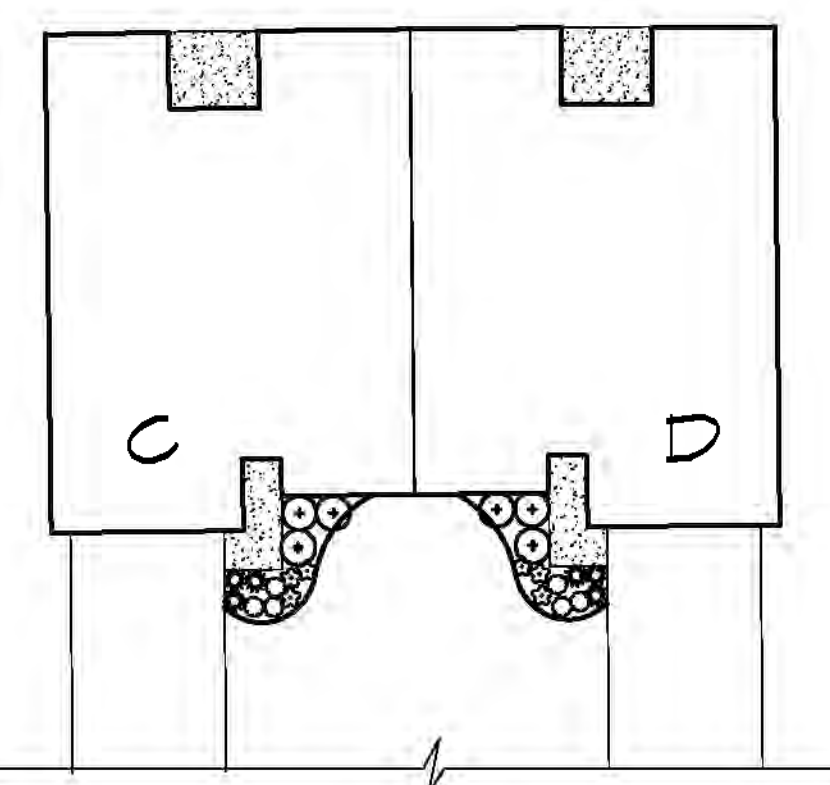
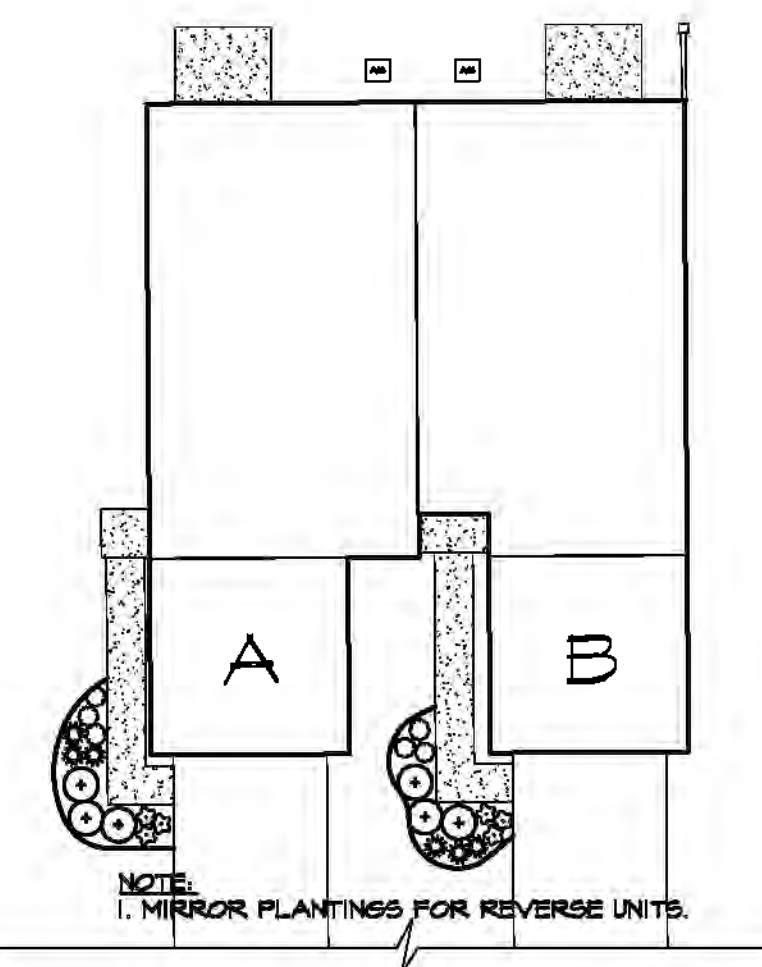
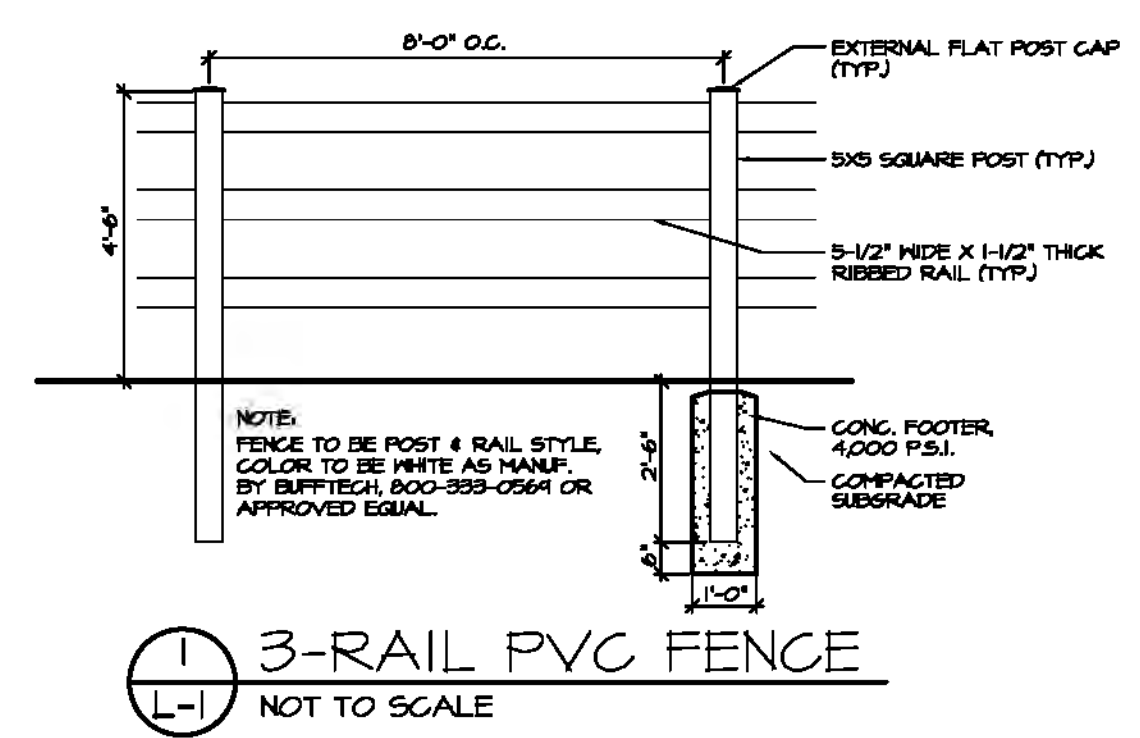
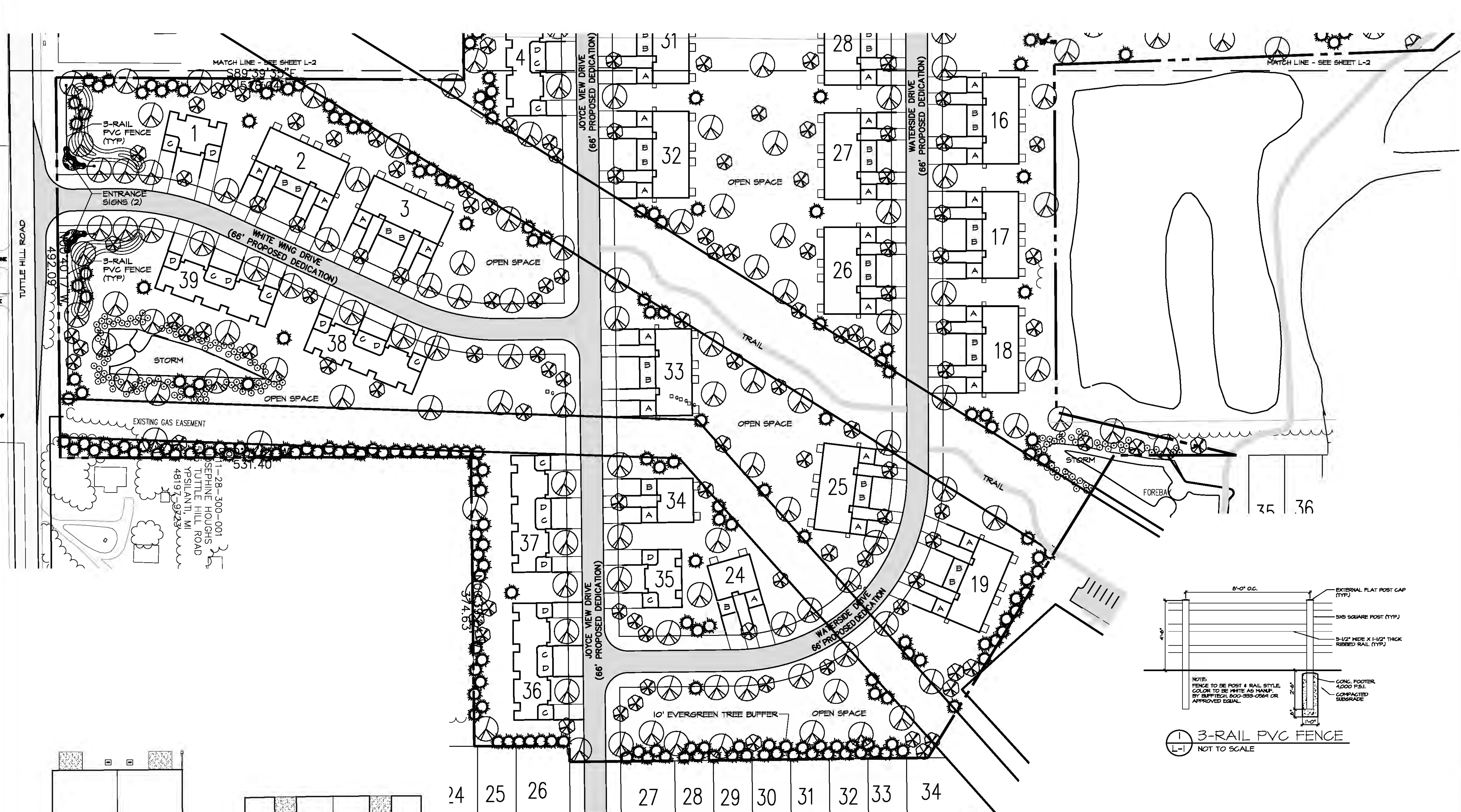


**PRELIMINARY LANDSCAPE PLAN**  
**NAUTICA POINTE**  
 TUTTLE HILL ROAD, YPSILANTI TWP., MICHIGAN  
 REDWOOD ACQUISITIONS, LLC  
 23775 COMMERCE PARK DRIVE, SUITE 7, BEACHWOOD, OH 44122

Date: 09-11-14  
 Notes: DRWN: DJB

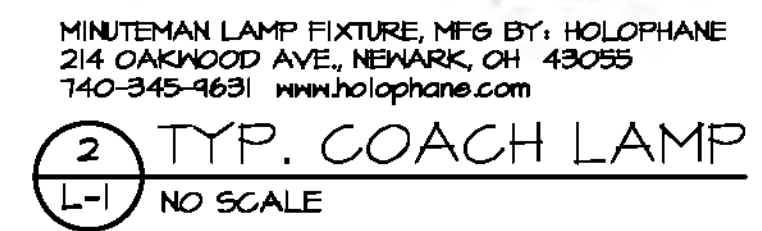
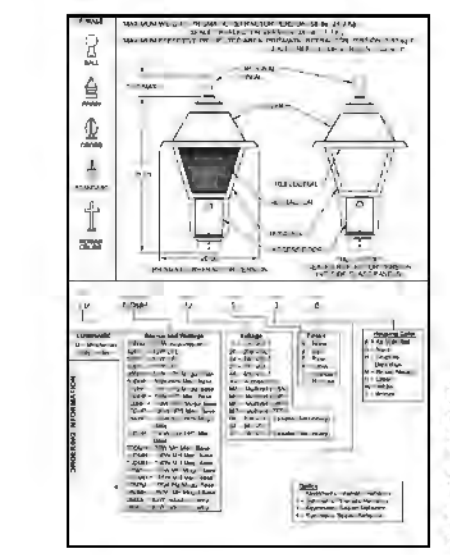
Job No: 14047  
 File: prelim plan.dwg

**L-1**  
 Sheet 1 of 3  
 COPYRIGHT © CAWRSE & ASSOC., INC.



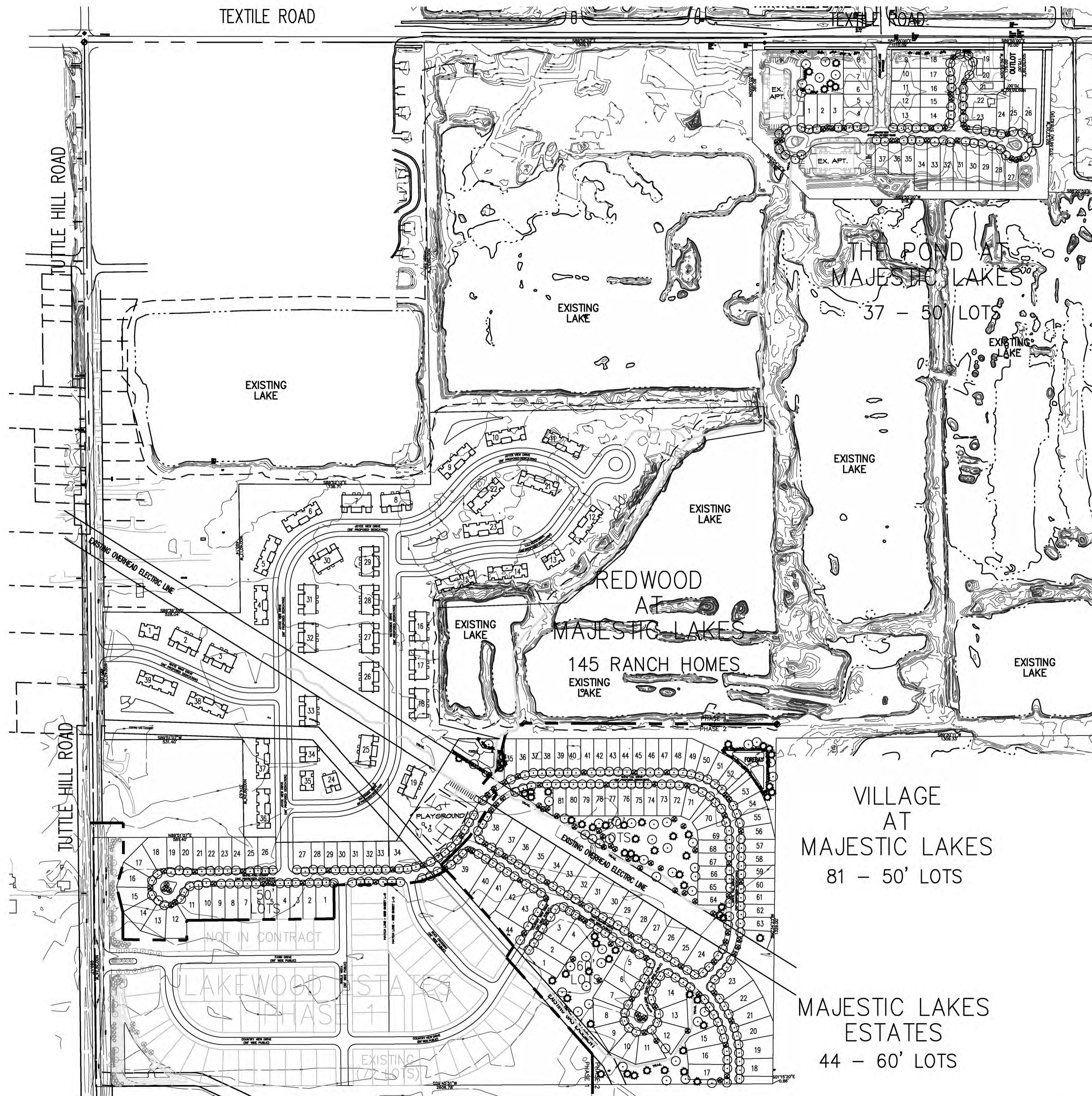
**PLANTING LEGEND**

- SHADE TREES - 2-1/2" cal.  
-MAPLE  
-OAK  
-ELM
  - STREET TREES - 2-1/2" cal.  
-CLEVELAND SELECT PEAR  
-THORNLESS HONEYLOCUST  
-ELM
  - ORNAMENTAL TREES - 2" cal.  
-CRABAPPLE  
-BIRCH  
-MAGNOLIA
  - EVERGREEN TREES - 8' ht.  
-SPRUCE  
-PINE  
-FIR
  - DECIDUOUS/EVERGREEN SHRUBS - 18" TO 36" ht.  
-SPIREA  
-ITEA  
-ROSES
  - GRASSES/PERENNIALS - #2 cont.  
-DIANUS FOUNTAIN GRASS  
-DAYLILY  
-SHASTA DAISY
  - LANDSCAPE MOUNDING  
-3:1 MAX. SLOPES
- NOTE:  
 1. ALL AREAS DISTURBED BY CONSTRUCTION WILL BE SEEDDED WITH A FIVE-MAY BLEND OF RYEGRASS.



P:\D&A\14047\14047 Landscape\prelim\14047\prelim.dwg





PLANTING LEGEND

- SHADE TREES - 2-1/2" cal.  
-MAPLE  
-OAK  
-ELM
- STREET TREES - 2-1/2" cal.  
-CLEVELAND SELECT PEAR  
-THORNLESS HONEYLOCUST  
-ELM
- ⊗ ORNAMENTAL TREES - 2' cal.  
-CRABAPPLE  
-BIRCH  
-MAGNOLIA
- ⊗ EVERGREEN TREES - 8' ht.  
-SPRUCE  
-PINE  
-FIR
- ⊗ LARGE DECIDUOUS SHRUBS - 6' ht.  
-VIBURNUM  
-BURNING BUSH  
-LILAC
- ⊗ SMALL DECIDUOUS SHRUBS - 18" ht.  
-SPIREA  
-TEA  
-ROSES

NOTE:  
1. ALL AREAS DISTURBED BY CONSTRUCTION WILL BE SEEDDED WITH A FIVE-WAY BLEND OF FESCUE.



CAWRSE & ASSOCIATES, INC.  
Landscape Architecture • Land Planning  
549 E. Washington Street • Chagrin Falls, OH 44022  
440-247-7003/fax 440-247-7143



OVERALL PRELIMINARY MASTER LANDSCAPE PLAN

MAJESTIC LAKES

Ypsilanti Twp., MI  
SR Jacobson Companies  
32400 Telegraph Road, Suite 100 Bingham Farms, MI 48025

Date	Notes
04-11-14	DRWN EAD

Job No: 14057  
File: prelm-SR.Ldwg

L-1

Sheet 1 of 4  
COPYRIGHT © CAWRSE & ASSOC., INC.

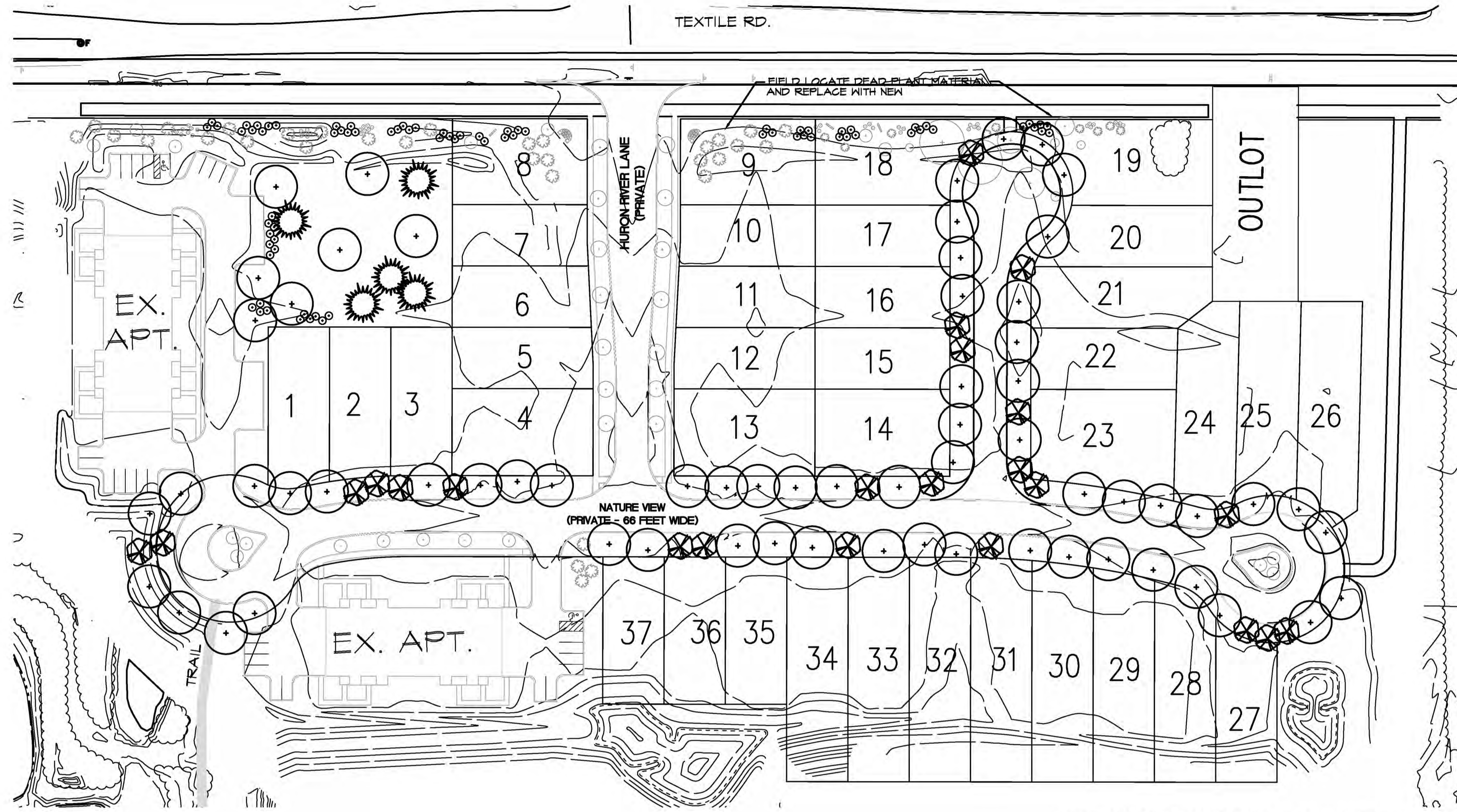
OVERALL PRELIMINARY MASTER LANDSCAPE PLAN  
SCALE: 1"=200'



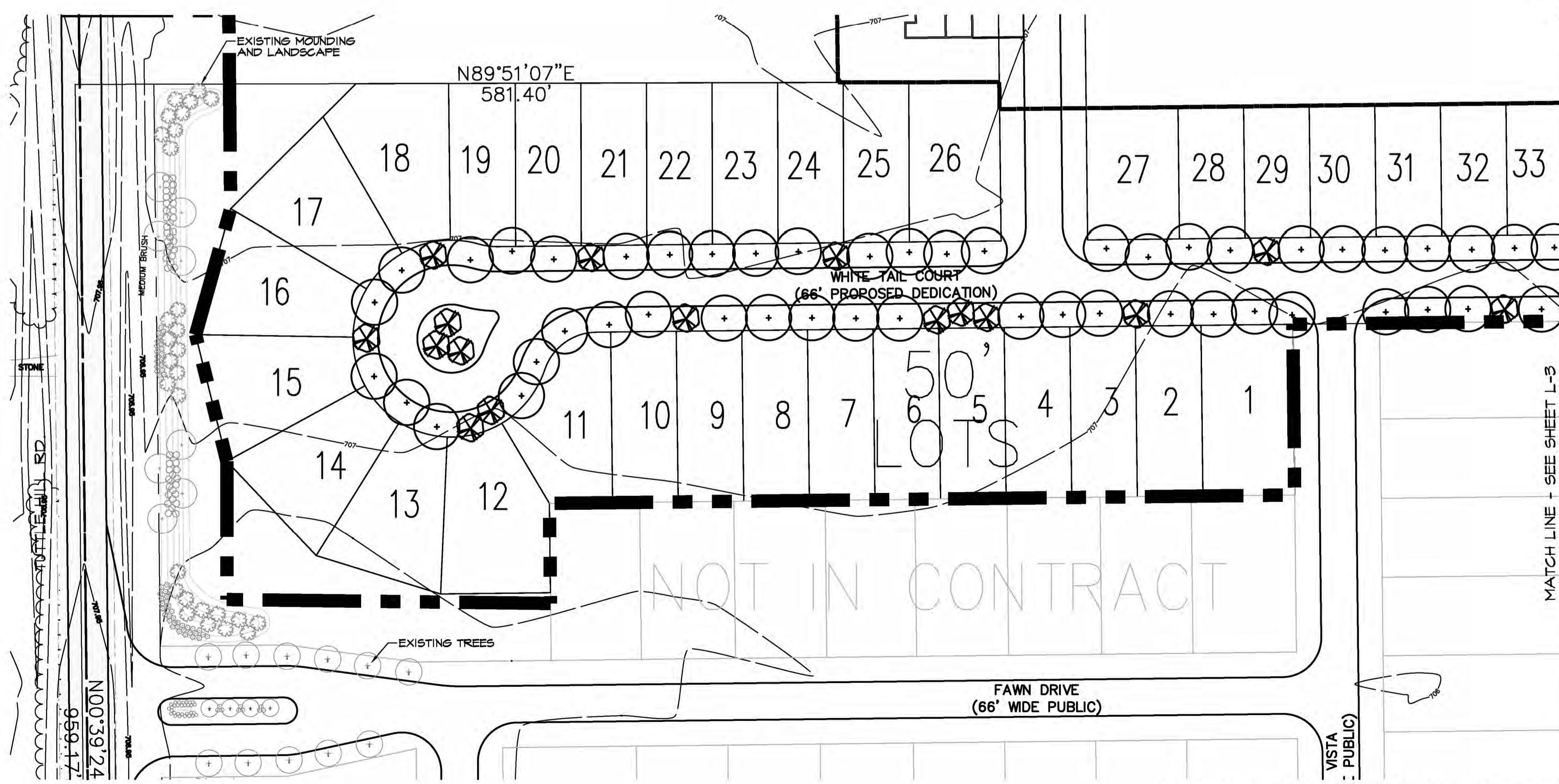








PRELIMINARY LANDSCAPE PLAN - NORTH  
SCALE: 1"=60'



PRELIMINARY LANDSCAPE PLAN - WEST  
SCALE: 1"=60'

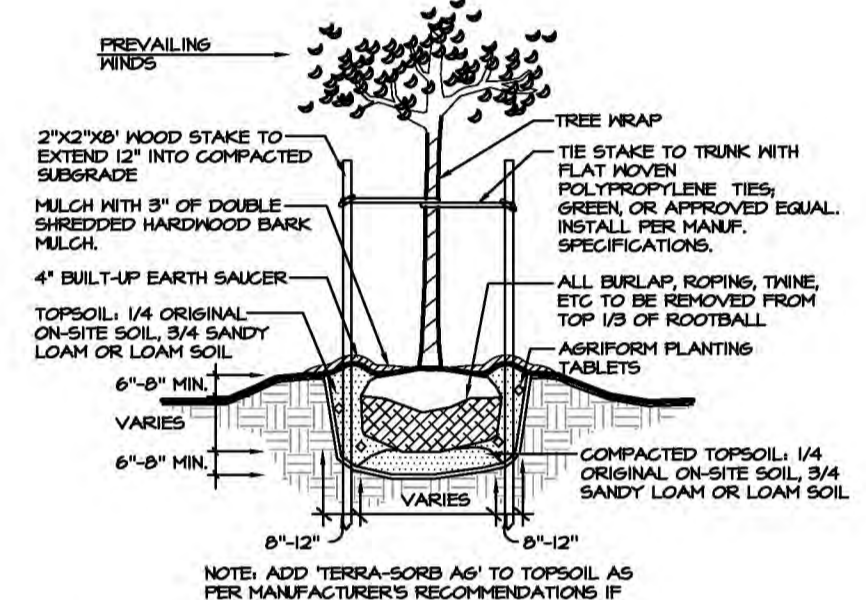
PLANTING LEGEND

- SHADE TREES - 2-1/2" cal.  
-MAPLE  
-OAK  
-ELM
- STREET TREES - 2-1/2" cal.  
-CLEVELAND SELECT PEAR  
-THORNLESS HONEYLOCUST  
-ELM
- ⊗ ORNAMENTAL TREES - 2" cal.  
-CRABAPPLE  
-BIRCH  
-MAGNOLIA
- ⊗ EVERGREEN TREES - 8' ht.  
-SPRUCE  
-FINE  
-FIR
- ⊗ LARGE DECIDUOUS SHRUBS - 6' ht.  
-VIBURNUM  
-BURNING BUSH  
-LILAC
- ⊗ SMALL DECIDUOUS SHRUBS - 18" ht.  
-SPIREA  
-TEA  
-ROSES

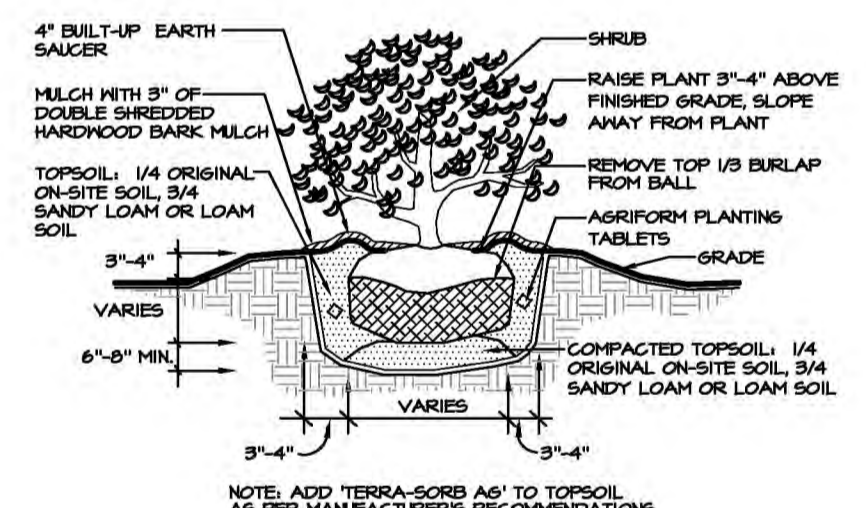
EXISTING PLANT LEGEND

- HONEYLOCUST
- LINDBERGH
- OAK
- SUGAR MAPLE
- HONEYLOCUST
- SINKO
- RED MAPLE
- WASHINGTON HANDBORN
- FIR
- SPRUCE
- JUNIPER
- DOGWOOD
- CHOKECHERRY
- HOLLY
- DAY LILY
- PRAIRIE DROPSIDE

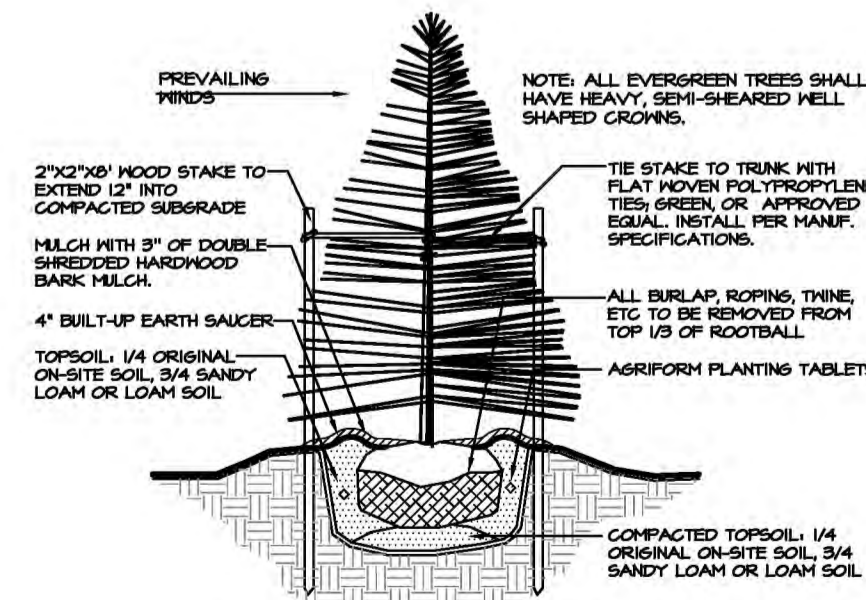
NOTE:  
1. ALL AREAS DISTURBED BY CONSTRUCTION, WILL BE SEEDDED WITH A FIVE-MAY BLEND OF FESCUE.



1 TREE PLANTING  
L-2 NOT TO SCALE



2 SHRUB PLANTING  
L-2 NOT TO SCALE



3 EVERGREEN PLANTING  
L-2 NOT TO SCALE



CAWRSE & ASSOCIATES, INC.  
Landscape Architecture • Land Planning  
549 E. Washington Street • Chagrin Falls, OH 44022  
440-247-7003/fax 440-247-7143



PRELIMINARY MASTER LANDSCAPE PLAN

MAJESTIC LAKES  
Ypsilanti Twp., MI

SR Jacobson Companies  
32400 Telegraph Road, Suite 100 Bingham Farms, MI 48025

Date	Notes
04-11-14	DRWN EAD

Job No: 14057  
File: prelm-SR\_L2.dwg

L-2



**SECTION 02900 - LANDSCAPING**

**PART 1 - GENERAL**

- A. DESCRIPTION.**
1. Work Included:  
Planting required for this Work is indicated on the Drawings and, in general, includes the planting and other ground cover throughout the Work.
- B. QUALITY ASSURANCE.**
1. Qualifications of Workmen:  
Provide at least one person who shall be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with the type of materials being installed and the best methods for their installation and who shall direct all work performed under this Section.
  2. Codes, Regulations and Standards:  
a. All plants and planting material shall meet or exceed the Specifications of Federal, State and County laws requiring inspection for plant disease and insect control.  
Quality and Size:  
(1) General:  
Quality and size shall conform with the current edition of "Horticultural Standards" for number one grade nursery stock as adopted by the American Association of Nurserymen.  
(2) Deciduous Trees:  
Trees will measure in units of average height in feet above the ground or of an average caliper at a point 6 inches above the ground.  
(3) Evergreen Trees:  
Trees will measure in units of an average height in feet above the ground.  
(4) Plant stock:  
Each ball shall be of sufficient size to insure successful fibrous feeding roots necessary to insure successful recovery and development of the plant.
  3. Topsoil shall conform with ASTM D 5268-92.

- C. SUBMITTALS:**
1. Material List:  
Within 35 days after award of Contract, and before any planting materials are delivered to the job site, submit to the Architect a complete list of nurseries where plants are to be obtained and other types proposed to be installed.  
a. Include complete data on source, size and quality.  
b. Demonstrate complete conformance with the requirements of this Section.  
c. This shall in no way be construed as permitting substitutions for specific items described in the Drawings or these Specifications unless the substitution has been approved in advance by the Architect.
  2. Certificates:  
a. All certificates required by law shall accompany shipments.  
b. Upon completion of the installation, deliver all certificates to the Architect.  
c. Approval of plants at source does not alter right of rejection at project site.
  3. Product Handling:  
a. Balled and Burlapped Stock:  
Care should be taken at all times as to not damage the bark or branches. Plants shall be lifted and handled from the bottom of the ball as much as possible in order to prevent damage to the plant.  
b. Plant stock to be delivered in B & B shall be moved with a compact natural ball of earth so firmly wrapped in burlap, that upon delivery the soil in the ball is still firm and compact about the small feeding roots.  
2. Temporary Storage and Protection:  
a. Protect plants at all times from sun or drying winds.  
b. Plants that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wood chips, straw or other acceptable material, and shall be kept well watered.  
3. Replacements:  
In the event of damage, immediately make all repairs and replacements necessary for the approval of the architect and at no additional expense to the Owner.

**PART 2 - PRODUCTS**

- A. MATERIALS:**
1. Topsoil/Planting Mix:  
a. Lawn Areas:  
Use on-site stockpiled topsoil. If the quantity of on-site topsoil stockpiled is insufficient to complete the work, provide imported topsoil.  
b. Planting Beds:  
Use imported topsoil. Contractor to obtain rights and pay all costs for imported topsoil material. Topsoil shall meet the following requirements:  
(1) shall be free from admixture of subsoil, heavy clay, coarse sand, stones, plants roots, sticks, and other foreign material.  
(2) shall be classified in the "Loam" portion of the U.S.D.A. Soil Textural Triangle. For topsoil to be classified as "Loam", that fraction passing through a #10 sieve shall meet the following mechanical analysis:  
(a) 8 to 25% clay (0.002 mm particle size).  
(b) 30 to 55% sand (2.0 to 0.05 mm particle size).  
(c) 30 to 50% silt (0.05 mm to .002 mm particle size).  
(3) Contain neither less than 8%, nor more than 20% organic matter as determined by loss on ignition of samples oven-dried to constant weight at 212 degrees F.  
(4) Have a pH level of between 6.2 and 6.8.  
(5) All topsoil shall be screened through a 1-1/4" screen.  
(6) Submit an analysis of proposed topsoil. Topsoil shall be acceptable to Landscape Architect and Soils Testing Firm.
  2. Seed:  
Seed shall be 5 Maj Blend Perennial Ryegrass, composed of 20% Apple GL Perennial Ryegrass, 20% HomeRun Perennial Ryegrass, 20% Fiesta 4 Perennial Ryegrass, 20% Amazing 65 Perennial Ryegrass, 20% Allegro GL Perennial Ryegrass.  
3. Sod (if specified on the drawings):  
Sod shall be a mixture of disease resistant Kentucky Bluegrass soil grown sod. Provide well-rooted, healthy sod, free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material; viable and capable of growth and development when planted.  
4. Lime:  
Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such a fineness that 50% will pass through a 200-mesh sieve and 90% will pass through a 400-mesh sieve.  
5. Fertilizer For Lawns:  
Fertilizer shall be 12-12-12, uniform in composition, free flowing and suitable for application with approved equipment delivered to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State Fertilizer Law, and bearing the name, trade name or trademark, and warranty of the producer.  
6. Plants:  
a. Trees, shrubs, and herbaceous plants:  
(1) All trees, shrubs and herbaceous plants, deciduous plants or evergreens shall be sound, healthy, vigorous, first-class, freshly dug, nursery grown in a climate similar to or more severe than Ohio.  
(2) All plant material shall be free of insects, their eggs, and larvae.  
(3) Plants shall be free of mechanical or cultural injury by rodents, and free of noticeable other effects of insects (borers).  
(4) Plants shall be true to scientific names. The names used are those of "Standardized Plant Names".  
7. Soil Amendments:  
"Soil Moist" granular soil moisturizer Polymer Product or equal, as manufactured and distributed by JRM Chemical Inc., Cleveland, Ohio, (216-475-8488), or equal.  
8. Mulch:  
All mulch shall be double shredded, hardwood bark, dark brown in color.  
9. Fertilizer For Plantings:  
Fertilizer shall be 20-10-5 Agriform Planting tablets or equal manufactured by Sierra Chemical Company, 1-408-263-8080 or equal and suitable for application with approved equipment. Deliver to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State Fertilizer Law, and bearing the name, trade name or trademark, and warranty of the producer.  
10. Wood Cellulose Fiber Mulch: Degradable green dyed wood cellulose fiber or 100% recycled long fiber pulp, free from weeds or other foreign matter toxic to seed germination and suitable for hydromulching.

11. Tackifier: Liquid concentrate diluted with water forming a transparent 3-dimensional film like crust permeable to water and air and containing no agents toxic to seed germination.
12. Erosion Control Blanket: S-75 by North American Green as distributed by Meredith Brothers, Phone: (614) 258-4491 or equal.
13. Anti-Desiccant: Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.
14. Herbicide: Round Up, or Kleenp or equal.
15. Wrapping: Tree-wrap tape not less than four inches (4") wide, designed to prevent bore damage and winter freezing.
16. Stakes and Guyes: Provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knot holes and other defects. Provide wire ties and guyes of 2-strand, twisted, pliable galvanized iron wire not lighter than 12 ga. with zinc-plated turnbuckles. Provide not less than one-half inch (1/2") diameter rubber or plastic hose, cut to required lengths and of uniform color, material and size to protect tree trunks from damage by wire.
17. Soil Separator: Shall be non-woven, water-permeable polyester geotextile, manufactured as a landscaping product.
18. Weed mat: Provide 41 oz., woven polypropylene, needle-punched fabric, weed barrier.

**PART 3 - EXECUTION**

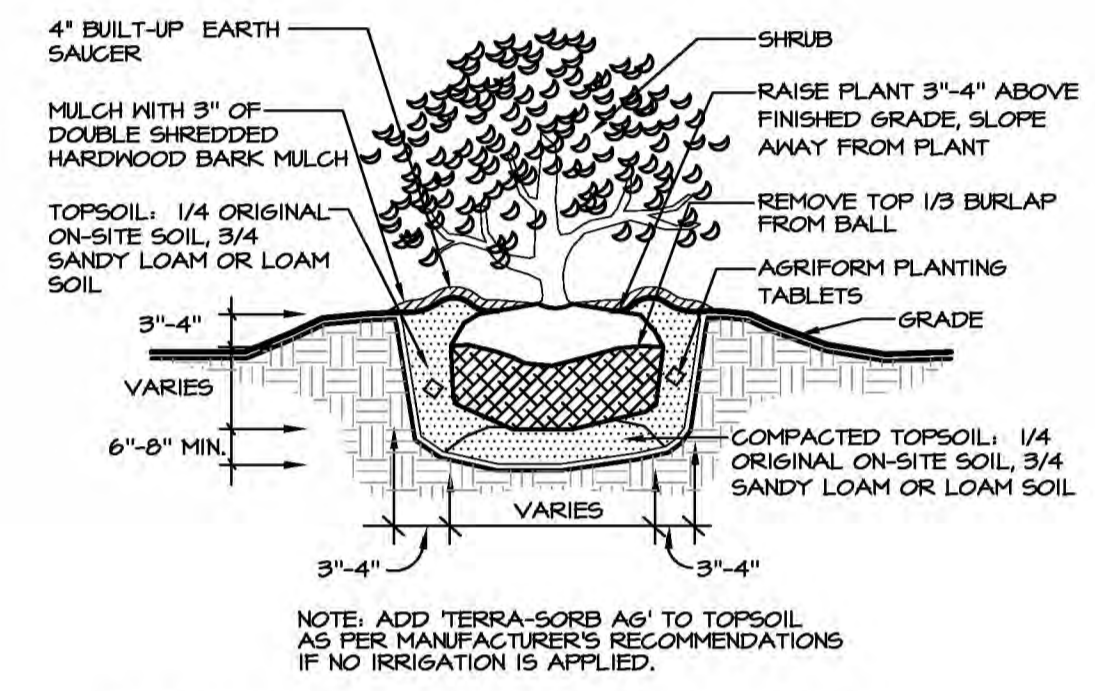
- A. SURFACE CONDITIONS:**
1. Inspection:  
Prior to all work in this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
  2. Discrepancies:  
a. In the event of any discrepancies, immediately notify the Architect.  
b. Do not proceed with installation in those areas of discrepancy until all such discrepancies have been fully resolved.
- B. LAYOUT:**  
Shrubs and trees shall be installed within 1'-0" and groundcover shall be installed within 6" of plant location shown on plan.
- C. LAWN:**
1. General:  
a. Planting season:  
(1) Fall: August 15 to October 15  
(2) Spring: From time ground is workable to July, unless irrigation is provided.  
b. All areas not required to be developed otherwise shall be planted in grass.  
c. Sod or seed as designated on plan and any areas disturbed by construction.  
2. Finished grading:  
a. All depressions or settled areas shall be corrected. All stones over one inch (1") in size, gravel, weeds, sticks, and rubbish shall be removed.  
b. Scarify subgrade to a depth of 3" where topsoil is scheduled, and in areas where equipment has compacted subsoil.  
c. Distribute topsoil to a two inch (2") minimum depth. Provide imported topsoil material as required.  
d. Manually spread topsoil around trees, plants and buildings to prevent damage.  
e. Areas to be sodded or seeded shall be brought to a smooth finished grade.  
f. Lightly compact placed soil.  
g. Remove surplus topsoil from site.  
3. Soil preparation:  
a. Lime:  
Where lime is required, after testing, it shall be applied at the rate of 50 pounds to 1,000 square feet and raked in.  
4. Fertilizing:  
Fertilizer shall be applied at the rate of 15 pounds to 1,000 sq. ft. and raked in.  
5. Sodding:  
a. Limit preparation to areas which will be immediately sodded.  
b. Loosen topsoil of lawn areas to minimum of 2". Remove stones over 1" in any dimension and sticks, roots, rubbish, and extraneous matter.  
c. Remove all weeds from area.  
d. Grade lawn areas to smooth, free draining and even surface with a loose, uniformly fine texture. Roll and rake; remove ridges and fill depressions as required to drain.  
e. Rake in a light application of 12-12-12 fertilizer at a rate of 5 lb. per 1,000 S.F. before laying sod.  
f. Dampen soil prior to sodding.  
g. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to sodding.  
h. Lay sod to form a solid with tightly-filled joints. Butt ends and sides of sod strips. Do not overlap edges. Stagger strips to offset joints in adjacent course. Remove excess sod to avoid smothering of adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains, and seeded areas.  
i. Do not lay dormant sod or install sod on saturated or frozen soil.  
j. Install initial row of sod in a straight line, beginning at bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and lightly against previously installed row.  
k. Water sod thoroughly with a fine spray immediately after laying.  
l. Roll with light lawn roller to ensure contact with sub-grade.  
6. Seeding:  
a. Seed areas as follows:  
(1) Remove all weeds from area to be seeded.  
(2) After topsoil has been spread, thoroughly disc all areas. Remove all stones and lumps mechanically. Then spread evenly and work into the topsoil, 12-12-12 fertilizer at a rate of fifteen pounds (15#) per 1,000 square feet.  
(3) Then sow evenly the grass seed mixture at a rate of five pounds per 1,000 square feet.  
(4) Cover the seeded area with a 1-1/2" thick layer of non-compacted straw or other approved means.  
b. Maintain watering (between July and September) and protection of the seeded area as needed until a full stand of grass is established and accepted by the Owner's Representative or Field Inspector.  
c. Seed all areas disturbed by construction.  
7. Hydros seeding:  
Use a Hydromulcher (sprayer) and apply mixture(s) at the following rates. Mix in accordance with manufacturer's recommendations.  
a. Seed: 260 lbs./acre  
b. Fertilizer: 435 lbs./acre  
c. Tackifier: 45 lbs./acre  
d. Wood cellulose fiber mulch: 1500 lbs./acre of straw mulch: 2-1/2 tons/acre  
e. Limestone: Rate determined by soil test.
- D. PLANTING**
1. General:  
a. All plantings shall be done between the dates of March 1 and June 1 or September 1 and November 1. All other plantings to be done between the dates of June 2nd and August 31 to be well proofed (or equal) and a watering schedule shall be maintained by the Contractor until acceptance by Owner.  
b. Plant areas: Plant areas are pits or pockets for trees, shrubs and groundcovers where indicated on the Drawings.  
c. Topsoil for planting operations shall be furnished by the Contractor.  
d. The depth of planting areas is the depth below the finished grade.  
e. Provide positive drainage away from all buildings and around or away from planting beds to prevent ponding of water. Do NOT raise bed grades or finished grades above finished floor elevations.  
2. Shrubs:  
a. General:  
(1) Planting areas shall have a soil mixture at a 6" depth minimum.  
(2) On the bottom of all plant areas, add and lightly tamp a layer of planting soil mixture at least six inches (6") thick or as much as is necessary so that the ball or roots will rest thereon when the plant is set to the required grade as they bore to the natural grade before being transplanted. Make adjustment of position where necessary or as directed.  
(3) Set all plants so that when they are settled they will bear the same relation to the required grade as they bore to the natural grade before being transplanted. Make adjustment of position where necessary or as directed.

- (4) Plant in topsoil in the center of the pit unless otherwise specified or shown on the Drawings. Remove all non-treated or non-rot proofed burlap, ropes, stakes, etc., off sides and tops of balls and remove from the pit before it is filled in. Completely remove all treated or polypropylene burlap or ropes from planting pits.
- (5) Do not mat roots of bare-rooted plants together, but arrange in their natural state and work topsoil in among them. Use no soil in a frozen or muddy condition for backfilling. Do not fill around trunks or stems. Properly cut off all broken or frayed roots.
- b. Shrub pits:  
(1) Dig and prepare shrub pits or beds prior to planting to a minimum depth of 6".  
(2) Width of the pits - at least 2 feet greater in diameter than their ball of earth or spread of roots.  
(3) Add 21 gram Agriform planting tablets or equal, to planting pit, manufactured by Sierra Chemical Co. (1-408-263-8080) or equal. Backfill planting pit halfway with planting soil mixture and place tablet beside rootball about 1" from root tips. Do not place in bottom of hole. Follow manufacturer's recommended application rates for size of plant installed.  
(4) Set shrubs so as to allow sufficient depth. Properly set the crown of plant at the finished surface of the bed.  
(5) Backfill topsoil about the roots and thoroughly settle by watering. Form a mound of earth around each shrub so as to produce a shallow saucer.  
(6) Edge the bed in a neat line as directed and make sure an even 6" layer of topsoil remains over entire area.  
(7) Dress all beds with a uniform 3" layer of finely shredded hardwood bark.  
(8) If an irrigation system is NOT installed as part of the project, add Terra Ag soil moisturizer granules to the soil mix, per manufacturer's recommended application.
3. Trees:  
a. Tree pits:  
(1) Depth of the pits-deep enough as is necessary to accommodate the ball or roots and to permit the required preparation of the bottom of the pit so that when the tree is settled in the pit, it will not be necessary to raise or lower the tree.  
(2) Width of the pits - 2 feet greater in diameter than their ball of earth or spread of roots.  
(3) Plant tree in topsoil in the center of the pit unless otherwise specified or shown on the Drawings. Remove all non-treated or non-rot proofed burlap, ropes, stakes, etc., off sides and tops of balls and remove from the pit before it is filled in. Completely remove all treated or polypropylene burlap or ropes from planting pits.  
(4) If an irrigation system is NOT installed as part of the project, add Terra Sorb Ag soil moisturizer granules to the soil mix, per manufacturer's recommended application.  
b. Fertilizer:  
(1) When the tree has been properly set, backfill tree pit halfway and place fertilizer planting tablet beside rootball about 1" from root tips. Do not place in bottom of hole. Use one 21 gram tablet (20-10-5) for each 1/2" cal. or each foot of height or spread. Backfill tree pit the rest of the way with planting soil mixture.  
(2) Thoroughly tamp and water during and after backfilling.  
c. All trees are to be wrapped and staked. Protect the bark from the girdling wire with a length of hose or any other material approved by the Architect.  
d. Dress all beds with a uniform 3" layer of finely shredded hardwood bark.
4. Ground Cover:  
a. All ground cover beds shall have a minimum depth of 6" of topsoil.  
b. Dress all beds with a uniform 3" layer of finely shredded hardwood bark.
5. Annals:  
a. All annual planting beds shall have a minimum of 10" of "annual bed mix".  
b. "Annual bed mix" shall be processed shredded topsoil with organic compost and the silica gravel for annals.  
c. Mulch with 1" of compost mulch or treat soil with a granular pre-emergence herbicide suitable for annual plantings.
6. Pruning:  
a. Prune all new trees and shrubs in accordance with acceptable standard practices. All cuts over one inch in diameter shall be treated with an approved tree paint. In the same manner, prune existing trees which are to remain if indicated on the landscape plan.
7. Protection:  
a. Protect all plant areas and plants from damage. If any plants are injured, treat and replace as required. Exercise care over protected plant areas, or adjacent to planting without proper safeguards and protection.  
b. Maintenance During Installation:  
(1) Maintain immediately following the accomplishment of planting operations of any plant unit.  
(2) Spray foliage with water, where required, during the evening after sundown or otherwise as directed. Keep all plantings in a healthy, growing condition by watering, weeding, cultivating, pruning, spraying, trimming and by performing any other necessary operations of maintenance.  
(3) The Contractor shall be responsible for continued proper care of the lawn areas during the period when the grass is becoming established. The period of maintenance for all lawn area shall extend for sixty (60) days with two (2) mowings required or as long as necessary to establish over the entire lawn areas a uniform stand of grasses as specified, free of weeds and undesirable grasses. After the required maintenance period and upon acceptance of lawn area by the Architect, the Owner will assume maintenance responsibility.  
(4) Mowing: The lawn seeded area shall be mowed with approved mowing equipment to a height of two inches (2") whenever the average height of grass becomes three inches (3"). If weeds or other undesirable vegetation threaten to smother the planted species, such vegetation shall be mowed, or in the case of exceedingly rank growths, be uprooted, raked and removed from the area.  
(5) Refertilizing: Areas needing refertilization will be designated by the Architect at least fifteen (15) days prior to the time that the application is required. The fertilizer shall be distributed on the seeded area between August 15 and October 15, during a period when the grass is dry. The fertilizer shall be 10-4 grade and shall be applied uniformly at the rate of ten (10) pounds per one thousand (1,000) square feet. Physical condition, packaging and marking of the fertilizer shall be as specified for original seeding.  
(6) Reseeding: Areas that require reseeding will be designated by the Architect at least fifteen (15) days prior to the period specified for reseeding. Reseeding shall be with the seed specified therein before and shall be drilled at four (4) pounds per one thousand (1,000) square feet in a manner which will cause a minimum of disturbance to the existing stand of grass, and at an angle of not less than fifteen (15) degrees from the direction of the rows of prior seeding.  
(7) Lawns shall be protected against damage, including erosion and washouts. Damaged areas shall be promptly replanted. Use erosion netting as required.  
(8) The contractor is responsible to clean the site of all mulching materials and other debris prior to the final inspection.  
(9) Final Inspection: Inspection of work for lawns will be made after the second cutting; written notice requesting inspection shall be submitted at least ten (10) days prior to anticipated date.  
(10) Acceptance: Final inspection shall determine acceptance or non-acceptance of lawn areas. Acceptance indicates a complete cover of grasses in all lawn areas, which have been maintained by weeding, reseeding and refertilizing as necessary, watering and mowing as stated above and appears to be in a potential healthy state with weeds, rocks, stones and debris removed and all erosion or ruts repaired. Lawns not maintained or appearing as stated herein shall be unacceptable and shall be reworked as necessary until desired results are obtained.  
(11) Maintain trees, shrubs and other plants until final acceptance, but in no case less than 60 days after substantial completion of planting.  
(12) Maintain trees, shrubs and other plants by pruning, cultivating, watering and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.

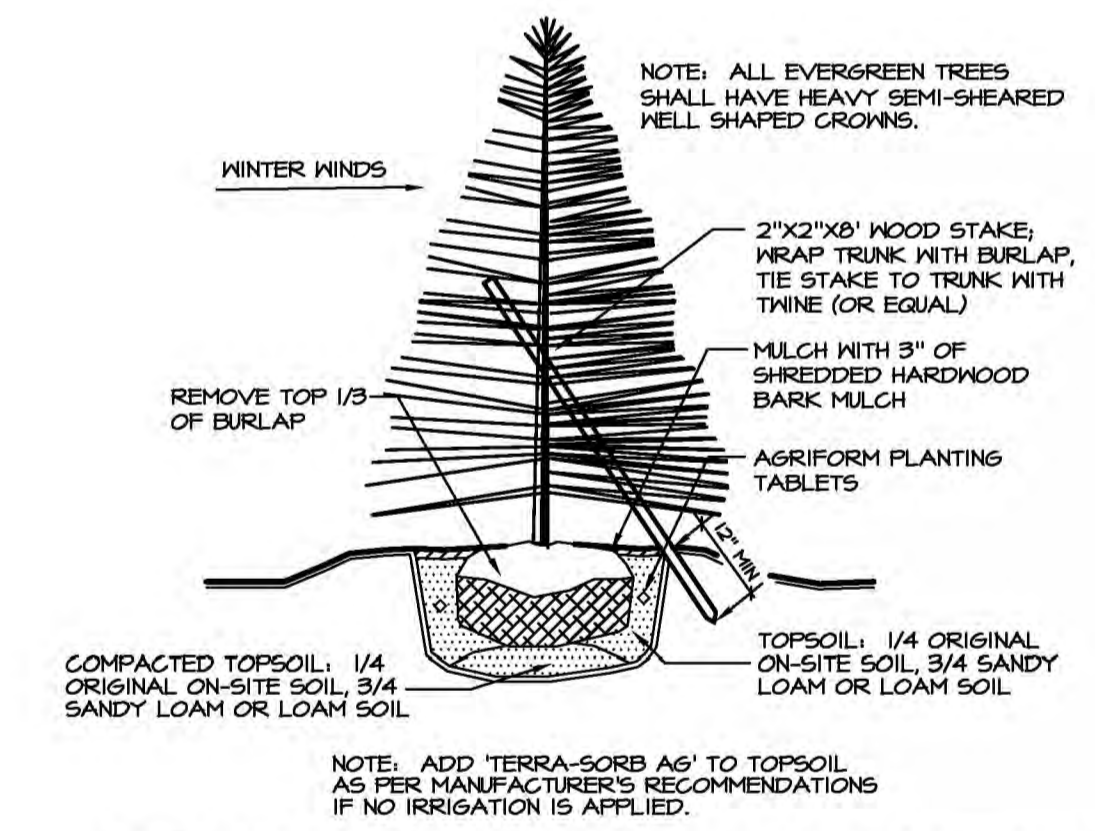
- E. CLEAN-UP**
1. Upon completion of the planting, all excess soil, stones and debris which has not previously been cleaned up shall be removed from the site or disposed of as directed by the Architect.
  2. Any soil, manure, peat, or similar material which has been brought onto paved areas by hauling operations or otherwise shall be removed promptly, keeping these areas clean at all times.
  3. Protect landscape work and materials from damage due to landscape operations, operations by other contractors, trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

**F. ACCEPTANCE**

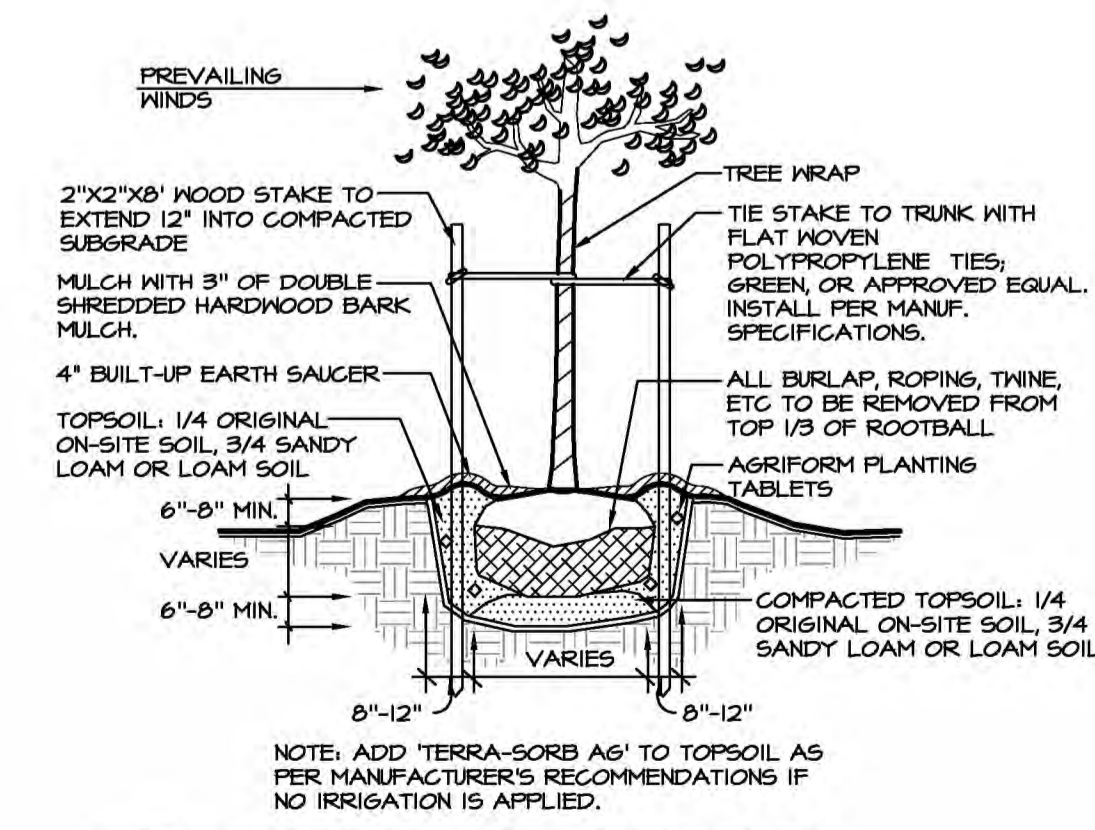
1. Final Inspection:  
a. Inspection:  
At the conclusion of the contract work, (exclusive of maintenance and replacement) one inspection will be made by the Architect. Written notice to the Architect requesting such an inspection shall be submitted by the Contractor at least ten days prior to the anticipated date.  
b. The purpose of this inspection will be to determine whether or not the Contractor has completed all the work of the contract.  
c. The condition of the lawns and shrubs will be noted and a determination will be made by the Architect whether maintenance shall continue in any part as specified under "Maintenance During Installation".  
2. Acceptance Inspection:  
a. At the conclusion of the maintenance during installation period, an inspection will be made by the Architect. Written notice requesting the inspection shall be submitted by the Contractor at least 10 days prior to the anticipated date.  
b. The purpose of the inspection shall be for the acceptance of the contract work including maintenance during installation, but exclusive of replacements.  
c. After the inspection of the Architect, the Contractor shall be notified in writing of acceptance of the work. If there are any deficiencies in the maintenance, during installation, the Contractor will be notified of these deficiencies in writing by the Architect, and the work shall be subject to reinspection before acceptance.  
3. Guarantee Period:  
a. Guarantee period shall begin at the issuance of the Certificate of Completion and shall end exactly one year from that date.  
b. At the conclusion of the guarantee period, a final inspection of the work will be made to determine the condition of the plant material. All plant material not in a healthy or 40% defoliated growing condition will be noted.  
c. Remove the material so noted from the site at the direction of the Architect and replace during the following planting season with the materials of like kind and size, and in a manner specified for the original planting at no extra cost.  
d. Guarantee period also applies to replaced material.



**1 SHRUB PLANTING**  
L-3 NOT TO SCALE



**2 EVERGREEN PLANTING**  
L-3 NOT TO SCALE



**3 TREE PLANTING**  
L-3 NOT TO SCALE



**CAWRSE & ASSOCIATES, INC.**  
Landscape Architecture • Land Planning  
549 E. Washington Street • Chagrin Falls, OH 44022  
440-247-7003/fax 440-247-7143



PRELIMINARY LANDSCAPE SPECIFICATIONS  
**NAUTICA POINTE**  
TUTTLE HILL ROAD, YPSILANTI TWP., MICHIGAN  
REDWOOD ACQUISITIONS, LLC  
23775 COMMERCE PARK DRIVE, SUITE 7, BEACHWOOD, OH 44122

Date	Notes
09-11-14	DRWN DUB

Job No: 14047  
File: prelim plan.dwg





**PLANTING LEGEND**

- SHADE TREES - 2-1/2" cal.  
-MAPLE  
-OAK  
-ELM
- STREET TREES - 2-1/2" cal.  
-CLEVELAND SELECT PEAR  
-THORNLESS HONEYLOCUST  
-ELM
- ⊗ ORNAMENTAL TREES - 2" cal.  
-GRABAPPLE  
-BIRCH  
-MAGNOLIA
- ⊗ EVERGREEN TREES - 8' ht.  
-SPRUCE  
-PINE  
-FIR
- ⊗ LARGE DECIDUOUS SHRUBS - 6' ht.  
-VIBURNUM  
-BURNING BUSH  
-LILAC
- ⊗ SMALL DECIDUOUS SHRUBS - 18" ht.  
-SPirea  
-ITEA  
-ROSES

**NOTE:**  
1. ALL AREAS DISTURBED BY CONSTRUCTION, WILL BE SEEDED WITH A FIVE-WAY BLEND OF FESCUE.



**CAWRSE & ASSOCIATES, INC.**  
Landscape Architecture • Land Planning  
549 E. Washington Street • Chagrin Falls, OH 44022  
440-247-7003/fax 440-247-7143



PRELIMINARY MASTER LANDSCAPE PLAN

**MAJESTIC LAKES**

Ypsilanti Twp., MI  
SR Jacobson Companies  
32400 Telegraph Road, Suite 100 Bingham Farms, MI 48025

Date	Notes
04-11-14	DRWN EAD

Job No: 14057  
File: prelm-SR.Ldwg

**L-3**

Sheet 3 of 4  
COPYRIGHT © CAWRSE & ASSOC., INC.

PRELIMINARY LANDSCAPE PLAN - EAST  
SCALE: 1"=60'



P:\DWG\14057\14057.dwg



**SECTION 02900 - LANDSCAPING**

**PART 1 - GENERAL**

- A. DESCRIPTION:**  
 1. Work Included:  
 Planting required for this Work is indicated on the Drawings and, in general, includes the planting and other ground cover throughout the Work.
- B. QUALITY ASSURANCE:**  
 1. Qualifications of workmen:  
 Provide at least one person who shall be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with the type of materials being installed and the best methods for their installation and who shall direct all work performed under this Section.
2. Codes, Regulations and Standards:  
 a. All plants and planting material shall meet or exceed the Specifications of Federal, State and County laws requiring inspection for plant disease and insect control.  
 b. Quality and Size:  
 (1) General:  
 Quality and size shall conform with the current edition of "Horticultural Standards" for number one grade nursery stock as adopted by the American Association of Nurserymen.  
 (2) Deciduous Trees:  
 Trees will measure in units of average height in feet above the ground or of an average caliper at a point 4 inches above the ground.  
 (3) Evergreen Trees:  
 Trees will measure in units of an average height in feet above the ground.  
 (4) Plant stock:  
 Each ball shall be of sufficient size to insure successful fibrous feeding roots necessary to insure successful recovery and development of the plant.  
 c. Topsoil shall conform with ASTM D 5268-42.

- C. SUBMITTALS:**  
 1. Material List:  
 Within 35 days after award of Contract, and before any planting materials are delivered to the job site, submit to the Architect a complete list of nurseries where plants are to be obtained and other types proposed to be installed.  
 a. Include complete date on source, size and quality.  
 b. Demonstrate complete conformance with the requirements of this Section.  
 c. This shall in no way be construed as permitting substitutions for specific items described in the Drawings or these Specifications unless the substitution has been approved in advance by the Architect.
2. Certificates:  
 a. All certificates required by law shall accompany shipments.  
 b. Upon completion of the installation, deliver all certificates to the Architect.  
 3. Approval of plants at source does not alter right of rejection at project site.

- D. PRODUCT HANDLING:**  
 1. Delivery:  
 a. Balled and Burlapped Stock:  
 Care should be taken at all times as to not damage the bark or branches. Plants shall be lifted and handled from the bottom of the ball as much as possible in order to prevent damage to the plant.  
 b. Plant stock to be delivered in B & B shall be moved with a compact natural ball of earth so firmly wrapped in burlap, that upon delivery the soil in the ball is still firm and compact about the small feeding roots.
2. Temporary Storage and Protection:  
 a. Protect plants at all times from sun or drying winds.  
 b. Plants that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wood chips, straw or other acceptable material, and shall be kept well watered.
3. Replacements:  
 In the event of damage, immediately make all repairs and replacements necessary for the approval of the architect and at no additional expense to the Owner.

**PART 2 - PRODUCTS**

- A. MATERIALS:**  
 1. Topsoil/Planting Mix:  
 a. Lawn Areas:  
 Use on-site stockpiled topsoil. If the quantity of on-site topsoil stockpiled is insufficient to complete the work, provide imported topsoil.  
 b. Planting Beds:  
 Use imported topsoil. Contractor to obtain rights and pay all costs for imported topsoil material. Topsoil shall meet the following requirements:  
 (1) Shall be free from admixture of subsoil, heavy clay, coarse sand, stones, plants roots, sticks, and other foreign material.  
 (2) Shall be classified in the "Loam" portion of the U.S.D.A. Soil Textural Triangle. For topsoil to be classified as "Loam", that fraction passing through a #10 sieve shall meet the following mechanical analysis:  
 (a) 8 to 25% clay (less than .002 mm particle size).  
 (b) 30 to 55% sand (.20 to .075 mm particle size).  
 (c) 30 to 50% silt (.075 mm to .002 mm particle size).  
 (3) Contain neither less than 8%, nor more than 20%, organic matter as determined by loss on ignition of samples oven-dried to constant weight at 212 degrees F.  
 (4) Have a pH level of between 6.2 and 6.8.  
 (5) All topsoil shall be screened through a 1-1/4" screen.  
 (6) Submit an analysis of proposed topsoil. Topsoil shall be acceptable to Landscape Architect and Soils Testing Firm.
2. Seed:  
 Seed shall be 5 Way Blend Perennial Rye Grass, composed of 20% Apple 6L Perennial Rye, 20% Homelure Perennial Rye, 20% Fiesta 4 Perennial Rye, 20% Amazing 65 Perennial Rye, 20% Proteage 6LR Perennial Rye.
3. Sod (if specified on the drawings):  
 Sod shall be a mixture of disease resistant Kentucky Bluegrass soil grown sod. Provide well-rooted, healthy sod, free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material viable and capable of growth and development when planted.
4. Lime:  
 Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such a fineness that 50% will pass through a 200-mesh sieve and 90% will pass through a 400-mesh sieve.
5. Fertilizer For Lawns:  
 Fertilizer shall be 12-12-12, uniform in composition, free flowing and suitable for application with approved equipment delivered to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State Fertilizer Law, and bearing the name, trade name or trademark, and warranty of the producer.
6. Plants:  
 a. Trees, shrubs, and herbaceous plants:  
 (1) All trees, shrubs and herbaceous plants, deciduous plants or evergreens shall be sound, healthy, vigorous, first-class, freshly dug, nursery grown in a climate similar to or more severe than Ohio.  
 (2) All plant material shall be free of insects, their eggs, and larvae.  
 (3) Plants shall be free of mechanical or cultural injury by rodents, and free of noticeable other effects of insects (borers).  
 (4) Plants shall be true to scientific names. The names used are those of "Standardized Plant Names".
7. Soil Amendments:  
 "Soil Moist" granular soil moisturizer Polymer Product or equal, as manufactured and distributed by JRM Chemical Inc., Cleveland, Ohio, (216-475-6466), or equal.
8. Mulch:  
 All mulch shall be double shredded, hardwood bark, dark brown in color.
9. Fertilizer For Plantings:  
 Fertilizer shall be 20-10-5 Agriform Planting tablets or equal manufactured by Sierra Chemical Company, 1-408-263-8080 or equal and suitable for application with approved equipment. Deliver to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State Fertilizer Law, and bearing the name, trade name or trademark, and warranty of the producer.
10. Wood Cellulose Fiber Mulch: Degradable green dyed wood cellulose fiber or 100% recycled long fiber pulp, free from feeds or other foreign matter toxic to seed germination and suitable for hydromulching.

11. Tackifier: Liquid concentrate diluted with water forming a transparent 3-dimensional film like crust permeable to water and air and containing no agents toxic to seed germination.
12. Erosion Control Blanket: 5-75 by North American Green as distributed by Meredith Brothers, Phone: (614) 258-4941 or equal.
13. Anti-Desiccant: Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's fully-identified containers and mix in accordance with manufacturer's instructions.
14. Herbicide: Round Up, or Kleenup or equal.
15. Wrapping: Tree-wrap tape not less than four inches (4") wide, designed to prevent bore damage and winter freezing.
16. Stakes and Gyps: Provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knot holes and other defects. Provide wire ties and gyps of 2-strand, twisted, pliable galvanized iron wire not lighter than 12 ga. with zinc-coated turnbuckles. Provide not less than one-half inch (1/2") diameter rubber or plastic hose, cut to required lengths and of uniform color, material and size to protect tree trunks from damage by wire.
17. Soil Separator: Shall be non-noven, water-permeable polyester geotextile, manufactured as a landscaping product.  
 18. Weed mat: Provide 4.1 oz. noven polypropylene, needle-punched fabric, weed barrier.

**PART 3 - EXECUTION**

- A. SURFACE CONDITIONS:**  
 1. Inspection:  
 Prior to all work in this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Discrepancies:  
 a. In the event of any discrepancies, immediately notify the Architect.  
 b. Do not proceed with the installation in the areas of discrepancy until all such discrepancies have been fully resolved.
- B. LAYOUT:**  
 Shrub and tree pits shall be installed within 1'-0" and groundcover shall be installed within 6" of plant location shown on plan.
- C. LAWN:**  
 1. General:  
 a. Planting season:  
 (1) Fall: August 15 to October 15  
 (2) Spring: From time ground is workable to July, unless irrigation is provided.  
 b. All areas not required to be developed otherwise shall be planted in grass.  
 c. Sod or seed as designated on plan and any areas disturbed by construction.
2. Finished grading:  
 a. All depressions or settled areas shall be corrected. All stones over one inch (1") in size, gravel, weeds, sticks, and rubbish shall be removed.  
 b. Scarify subgrade to a depth of 3" where topsoil is scheduled, and in areas where equipment has compacted subsoil.  
 c. Distribute topsoil to a two inch (2") minimum depth. Provide imported topsoil material as required.  
 d. Manually spread topsoil around trees, plants and buildings to prevent damage.  
 e. Areas to be sodded or seeded shall be brought to a smooth finished grade.  
 f. Lightly compact placed topsoil.  
 g. Remove surplus topsoil from site.
3. Soil preparation:  
 a. Lime:  
 Where lime is required, after testing, it shall be applied at the rate of 50 pounds to 1,000 square feet and raked in.  
 4. Fertilizing:  
 Fertilizer shall be applied at the rate of 15 pounds to 1,000 sq. ft. and raked in.
5. Sodding:  
 a. Lime preparation to areas which will be immediately sodded.  
 b. Loosen topsoil of lawn areas to minimum of 2". Remove stones over 1" in any dimension and sticks, roots, rubbish, and extraneous matter.  
 c. Remove all weeds from area.  
 d. Grade lawn areas to smooth, free drainage and even surface with a loose, uniformly fine texture. Roll and rake; remove ridges and fill depressions as required to drain.  
 e. Rake in a light application of 12-12-12 fertilizer at a rate of 5 lb. per 1,000 SF, before laying sod.  
 f. Dampen dry soil prior to sodding.  
 g. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after the grading and prior to sodding.  
 h. Lay sod to form a solid mass with tightly-fitted joints. Butt ends and sides of sod strips. Do not overlay edges. Stagger strips to offset joints in adjacent course. Remove excess sod to avoid smothering of adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains, and seeded areas.  
 i. Do not lay dormant sod or install sod on saturated or frozen soil.  
 j. Install initial row of sod in a straight line, beginning at bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and lightly against previously installed row.  
 k. Water sod thoroughly with a fine spray immediately after laying.  
 l. Roll with light lawn roller to ensure contact with sub-grade.
6. Seeding:  
 a. Seed areas as follows:  
 (1) Remove all weeds from area to be seeded.  
 (2) After topsoil has been spread, thoroughly disc all areas. Remove all stones and lumps mechanically. Then spread evenly and work into the topsoil, 12-12-12 fertilizer at a rate of fifteen pounds (15#) per 1,000 square feet.  
 (3) Then sow evenly the grass seed mixture at a rate of five pounds per 1,000 square feet.  
 (4) Cover the seeded area with a 1-1/2" thick layer of non-compacted straw or other approved means.  
 b. Maintain watering (between July and September) and protection of the seeded area as needed until a full stand of grass is established and accepted by the Owner's Representative or Field Inspector.  
 c. Seed all areas disturbed by construction.
7. Hydroseeding:  
 Use a Hydro-mulcher (sprayer) and apply mixture(s) at the following rates. Mix in accordance with manufacturer's recommendations.  
 a. Seed: 260 lbs./acre  
 b. Fertilizer: 435 lbs./acre  
 c. Tackifier: 45 lbs./acre  
 d. Wood cellulose fiber mulch: 1500 lbs./acre of straw mulch: 2-1/2 tons/acre  
 e. Limestone: Rate determined by soil test.
- D. PLANTING**  
 1. General:  
 a. All plantings shall be done between the dates of March 1 and June 1 or September 1 and November 1. All other plantings to be done between the dates of June 2nd and August 31 to be well frosted (or equal) and a watering schedule shall be maintained by the Contractor until acceptance by Owner.  
 b. Plant areas: Plant areas are pits or pockets for trees, shrubs and groundcovers where indicated on the Drawings.  
 c. Topsoil for planting operations shall be furnished by the Contractor.  
 The depth of planting areas is the depth below the finished grade.  
 e. Provide positive drainage away from all buildings and around or away from planting beds to prevent ponding of water. Do NOT raise bed grades or finished grades above finished floor elevations.
2. Shrubs:  
 a. General:  
 (1) Planting areas shall have a soil mixture at a 6" depth minimum.  
 (2) On the bottom of all plant areas, add and lightly tamp a layer of planting soil mixture at least six inches (6") thick or as much as is necessary so that the ball or roots will rest thereon when the plant is set to the required grade.  
 (3) Set all plants so that when they are settled they will bear the same relation to the required grade as they bore to the natural grade before being transplanted. Make adjustment of position where necessary or as directed.

- (4) Plant in topsoil in the center of the pit unless otherwise specified or shown on the Drawings. Remove all non-treated or non-rot proofed burlap, ropes, stakes, etc., off sides and tops of balls and remove from the pit before it is filled in. Completely remove all treated or polypropylene burlap or ropes from planting pits.  
 (5) Do not mat roots of bare-rooted plants together, but arrange in their natural state and work topsoil in among them. Use no soil in a frozen or muddy condition for backfilling. Do not fill ground trunks or stems. Properly cut off all broken or frayed roots.
- b. Shrub pits:  
 (1) Dig and prepare shrub pits or beds prior to planting to a minimum depth of 6".  
 (2) Width of the pits - at least 2 feet greater in diameter than their ball of earth or spread of roots.  
 (3) Add 21 gram "Agriform" planting tablets or equal, to planting pit, manufactured by Sierra Chemical Co., (1-408-263-8080) or equal. Backfill planting pit halfway with planting soil mixture and place tablet beside rootball about 1" from root tips. Do not place in bottom of hole. Follow manufacturer's recommended application rates for size of plant installed.  
 (4) Set shrubs so as to allow sufficient depth. Properly set the crown of plant at the finished surface of the bed.  
 (5) Backfill topsoil about the roots and thoroughly settle by watering. Form a mound of earth around each shrub so as to produce a shallow saucer.  
 (6) Edge the bed in a neat line as directed and make sure an even 6" layer of topsoil remains over entire area.  
 (7) Dress all beds with a uniform 3" layer of finely shredded hardwood bark.  
 (8) If an Irrigation system is NOT installed as part of the project, add Terra AG soil moisturizer granules to the soil mix, per manufacturer's recommended application.
3. Trees:  
 a. Tree pits:  
 (1) Depth of the pits-deep enough as is necessary to accommodate the ball or roots and to permit the required preparation of the bottom of the pit so that when the tree is settled in the pit, it will not be necessary to raise or lower the tree.  
 (2) Width of the pits - 2 feet greater in diameter than their ball of earth or spread of roots.  
 (3) Plant tree in topsoil in the center of the pit unless otherwise specified or shown on the Drawings. Remove all non-treated or non-rot proofed burlap, ropes, stakes, etc., off sides and tops of balls and remove from the pit before it is filled in. Completely remove all treated or polypropylene burlap or ropes from planting pits.  
 (4) If an Irrigation system is NOT installed as part of the project, add Terra Sorb AG soil moisturizer granules to the soil mix, per manufacturer's recommended application.
- b. Fertilizer:  
 (1) When the tree has been properly set, backfill tree pit halfway and place fertilizer planting tablet beside rootball about 1" from root tips. Do not place in bottom of hole. Use one 21 gram tablet (20-10-5) for each 1/2" cal. or each foot of height or spread. Backfill tree pit the rest of the way with planting soil mixture.  
 (2) Thoroughly tamp and water during and after backfilling.
- c. All trees are to be wrapped and staked. Protect the bark from the girdling wire with a length of hose or any other material approved by the Architect.  
 d. Dress all beds with a uniform 3" layer of finely shredded hardwood bark.
4. Ground Cover:  
 a. All ground cover beds shall have a minimum depth of 6" of topsoil.  
 b. Dress all beds with a uniform 3" layer of finely shredded hardwood bark.
5. Annals:  
 a. All annual planting beds shall have a minimum of 10" of "annual bed mix".  
 b. "Annual bed mix" shall be processed shredded topsoil with organic compost and fine silica gravel for annals.  
 c. Mulch with 1" of compost mulch or treat soil with a granular pre-emergence herbicide suitable for annual plantings.
6. Pruning:  
 a. Prune all new trees and shrubs in accordance with acceptable standard practices. All cuts over one inch in diameter shall be treated with an approved tree paint. In the same manner, prune existing trees which are to remain if indicated on the landscape plan.
7. Protection:  
 a. Protect all plant areas and plants from damage. If any plants are injured, treat and replace as required. Execute no work in or over prepared plant areas, or adjacent to planting without proper safeguards and protection.
8. Maintenance During Installation:  
 a. Maintain immediately following the accomplishment of planting operations of any plant unit.  
 b. Spray foliage with water, where required, during the evening after sundown or otherwise as directed. Keep all plantings in a healthy, growing condition by watering, weeding, cultivating, pruning, spraying, trimming and by performing any other necessary operations of maintenance.  
 c. The Contractor shall be responsible for continued proper care of the lawn areas during the period when the grass is becoming established. The period of maintenance for all lawn area shall extend for sixty (60) days with two (2) mowings required or as long as necessary to establish over the entire lawn areas a uniform stand of grasses as specified, free of weeds and undesirable grasses. After the required maintenance period and upon acceptance of lawn area by the Architect, the Owner will assume maintenance responsibility.  
 d. Mowing: The lawn seeded area shall be mowed with approved mowing equipment to a height of two inches (2") whenever the average height of grass becomes three inches (3"). If weeds or other undesirable vegetation threaten to smother the planted species, such vegetation shall be mowed, or in the case of exceedingly rank growths, be uprooted, raked and removed from the area.  
 e. Refertilizing: Areas needing refertilization will be designated by the Architect at least fifteen (15) days prior to the time that the application is required. The fertilizer shall be distributed on the seeded area between August 15 and October 15, during a period when the grass is dry. The fertilizer shall be 10-6-4 grade and shall be applied uniformly at the rate of ten (10) pounds per one thousand (1,000) square feet. Physical condition, packaging and marking of the fertilizer shall be as specified for original seeding.  
 f. Reseeding: Areas that require reseeding will be designated by the Architect at least fifteen (15) days prior to the period specified for reseeding. Reseeding shall be with the seed specified therein before and shall be drilled at four (4) pounds per one thousand (1,000) square feet in a manner which will cause a minimum of disturbance to the existing stand of grass, and at an angle of not less than fifteen (15) degrees from the direction of the rows of prior seeding.  
 g. Lawns shall be protected against damage, including erosion and washouts. Damaged areas shall be promptly replanted. Use erosion netting as required.  
 h. The contractor is responsible to clear the site of all mulching materials and other debris prior to the final inspection.
9. Final Inspection: Inspection of work for lawns will be made after the second cutting; written notice requesting inspection shall be submitted at least ten (10) days prior to anticipated date.
10. Acceptance: Final inspection shall determine acceptance or non-acceptance of lawn areas. Acceptance indicates a complete cover of grasses in all lawn areas, which have been maintained by weeding, reseeding and refertilizing as necessary, watering and mowing as stated above and appears to be in a potential healthy state with weeds, rocks, stones and debris removed and all erosion or ruts repaired. Lawns not maintained or appearing as stated herein shall be unacceptable and shall be reworked as necessary until desired results are obtained.
11. Maintain trees, shrubs and other plants until final acceptance, but in no case less than 60 days after substantial completion of planting operations.  
 a. Maintain trees, shrubs and other plants by pruning, cultivating, watering and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.

- E. CLEAN-UP**  
 1. Upon completion of the planting, all excess soil, stones and debris which has not previously been cleaned up shall be removed from the site or disposed of as directed by the Architect.  
 2. Any soil, manure, peat, or similar material which has been brought onto paved areas by hauling operations or otherwise shall be removed promptly, keeping these areas clean at all times.  
 3. Protect landscape work and materials from damage due to landscape operations, operations by other contractors, trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

- F. ACCEPTANCE**  
 1. Final Inspection:  
 a. Inspection:  
 At the conclusion of the contract work, (exclusive of maintenance and replacement) one inspection will be made by the Architect. Written notice to the Architect requesting such an inspection shall be submitted by the Contractor at least ten days prior to the anticipated date.  
 b. The purpose of this inspection will be to determine whether or not the Contractor has completed all the work of the contract.  
 c. The condition of the lawns and shrubs will be noted and a determination will be made by the Architect whether maintenance shall continue in any part as specified under "Maintenance During Installation".
2. Acceptance Inspection:  
 a. At the conclusion of the maintenance during installation period, an inspection will be made by the Architect. Written notice requesting the inspection shall be submitted by the Contractor at least 10 days prior to the anticipated date.  
 b. The purpose of the inspection shall be for the acceptance of the contract work including maintenance during installation, but exclusive of replacements.  
 c. After the inspection of the Architect, the Contractor shall be notified in writing of acceptance of the work. If there are any deficiencies in the maintenance, during installation, the Contractor will be notified of these deficiencies in writing by the Architect, and the work shall be subject to reinspection before acceptance.
3. Guarantee Period:  
 a. Guarantee period shall begin at the issuance of the Certificate of Completion and shall end exactly one year from that date.  
 b. At the conclusion of the guarantee period, a final inspection of the work will be made to determine the condition of the plant material. All plant material not in a healthy or 40% defoliated growing condition will be noted.  
 c. Remove the material so noted from the site at the direction of the Architect and replace during the following planting season with the materials of the kind and size, and in a manner specified for the original planting at no extra cost.  
 d. Guarantee period also applies to replaced material.



**CAWRSE & ASSOCIATES, INC.**  
 Landscape Architecture • Land Planning  
 549 E. Washington Street • Chagrin Falls, OH 44022  
 440-247-7003/fax 440-247-7143

PRELIMINARY LANDSCAPE SPECIFICATIONS

**MAJESTIC LAKES**

Ypsilanti Twp., MI  
 SR/Jacobson Companies  
 32400 Telegraph Road, Suite 100 Bingham Farms, MI 48025

Date	Notes
09-11-14	DRWN EAD

Job No: 14057  
 File:prelim-SR\_Ldwg



# Memo

---

**TO: Joe Lawson**

**FROM: John Ackerman**

**DATE: 9.10.14**

**RE: Majestic Lakes**

---

Joe, I have copied all comments below and addressed accordingly. Any responses will be after the comment in red.

## **Joe Lawson letter dated 8.29.14**

1. It is recommended that the applicant and their engineer agree to meet with Township staff to discuss the following comments. It is felt that such a meeting will assist in resolving any issues prior to presenting the plan to the Commission or Board. **Completed on 9.10.14**
2. As the proposed amendment is considered a major change per section 1922(3), a public hearing shall be heard by the Township Planning Commission. At the completion of the public hearing, the Commission shall make a recommendation to the Township Board of Trustees for the consideration of a revised approval to the PD Stage I plan. PD Stage II will be considered upon final engineering approval for the site. **Again, our hope walking away from today's meeting is that we can get conditional approval from the PC on the 23<sup>rd</sup> and formally resubmit the necessary plans prior to the October 21<sup>st</sup> Board mtg.**
3. It is recommended that a new PD/Development Agreement be prepared and submitted to this office for review. **The intent is to have a draft of this document ready for review by this Friday (9/12)**
4. Much of the data noted on the cover sheet is inaccurate and will need to be revised prior to the next submittal. **Atwell will revise the data on the cover sheet for our revised plan package to be submitted this Friday.**
5. The overall ratio of attached units versus detached units does not meet the minimum requirements of the Township's Planned Development Ordinance. The number of units will need to be revised in order to meet the minimum standard noted within said ordinance section. **More discussion on this below**
6. As the total number of units is proposed to decrease, unless otherwise required by the Washtenaw County Road Commission, no further traffic studies will be required for the proposed project. **Some good news!**
7. Proposed elevation drawings and floor plans will be required as part of the PD/Development agreement. **S.R. Jacobson is working on obtaining those – I'll defer to them for timing of the submittal.**

8. The applicant shall supply the Township with a proposed landscape plan per section 2108 of the Township Zoning Ordinance. **The landscape plan is being prepared with hopes of being submitted by this Friday**

### **Plan Details**

Certain details are required to be included on every site plan. Please address the following detail deficiencies in revised plans:

1. The coversheet notes the overall number of units to consist of 409 units, as discussed during this review, the plan indicates 395 proposed units. Please revise the coversheet to note the appropriate number of total units proposed for this revision. **The cover sheet notes will be revised as necessary and resubmitted on Friday**
2. As proposed the ratio of attached units versus detached units is as follows: Detached 234 units or 59.2%; attached units 161 or 40.8%. Township ordinance permits a maximum 60/40 ratio of attached versus detached. Please revise the unit ratio in order to maintain this noted percentage. **3 units are being removed from Nautica Pointe to properly achieve the 60/40 required split. This will be reflected on Friday's submittal**
3. Please overlay the proposed building envelopes on all future submittals. The overlay of building envelopes will assist staff in verifying that each lot is buildable as proposed. **We will address specific building envelopes discussed below for Friday and all building envelopes will be added for the revised submittal package prior to the Board meeting.**
4. The coversheet notes a proposed reduction in the required side yard setbacks for all 50-foot wide lots. Should such a reduction be approved, the development agreement shall reflect said approval. All spacing requirements shall conform to the adopted residential building code. **10' bldg. to bldg. setbacks are proposed on the 50' lots. The language will be included in the development agreement draft, currently being prepared by others.**
5. Please review the provided open space calculations noted on the coversheet. It is unclear to staff how these numbers were derived. **Clarification will be provided on Friday's submittal.**
6. Sheet PD-07 indicates to total calculated area dedicated to open space. Section 1905(4)(b) states that any area proposed to be occupied by multiple-family dwellings, including the minimum required setbacks around the buildings shall not be included within the open space calculation. Please review the noted plan sheet and revise according to the noted ordinance section. **The open space calcs will be revised to reflect the building setbacks and provided on Friday's resubmittal**
7. Pedestrian pathways are noted on sheet PD-07, please include these pedestrian pathways on the remainder of the "Layout" plans. **These paths will be provided on the landscape plans.**
8. Please include a notion and inclusion within the PD/Development Agreement and bylaws as to how the multi-family residential portion will be included within the overall open space association. **This will be included in the draft Development Agreement proposed to be provided for review this Friday**
9. Please note the proposed plan for trash and recycling services relating to the multi-family residential portion of the project. The Township does not currently provide trash and recycling service to this type of development. Private service should be arranged by the property owner. **Private trash service will be arranged for the multi-family residential portion of the project.**
10. Please provide a lighting plan for the development. The plan shall include the type of fixture and pole proposed for installation. **A lighting plan is being prepared by other consultants for the multi-family residential portion of the project - I'll defer to Redwood for timing of the submittal.**

11. Please include within the development bylaws that no property owner shall use phosphorus as a lawn fertilizer. This requirement was included in the original approval by the Township Board and continues as a recommendation through this process in order to protect the ponds and wildlife located within the existing conservation easement. **This will be included in the draft Development Agreement proposed to be provided for review this Friday**
12. The property line between lots 6 & 7 on sheet PD-06 is missing, please revise. **This will be added to the plans for Friday's submittal.**

### 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.

1. The submitted plans note the relocation of a number of stormsewer lines. The review and approval of the proposed relocation shall be provided by the Washtenaw County Road Commission and the Washtenaw County Water Resources Commissioner's Office. **We have not received any correspondence / comments to date from the WCRC but were contacted by Scott Miller with WCWRC to set up a meeting within the coming weeks. We are currently awaiting dates / times that work for his office.**
2. It is recommended that the roads proposed to service the multi-family residential portion of the project be converted to private roads. Doing so will require the review and approval of the Road Commission in addition to an amendment to the Road Improvement Agreement sign by Road Commission Director Roy Townsend and dated April 17, 2013. **Roads serving the multi-family residential portion of the development will be proposed to be private, as will the roads in the Ponds. The roads servicing the SF lots are proposed to be public.**
3. The sanitary lift station shall be restored to the satisfaction of the Ypsilanti Communities Utility Authority prior to the issuance of a building permit. **That is noted.**
4. Please provide a notation that aerators will be provided within the existing detention basin. **A note will be added to the plans for Friday's submittal.**
5. All catch basin covers shall include the phrase "dump no waste, drains to river" as provided within the attached detail sheet. **A note will be added to the plans for Friday's submittal. Appropriate notes / details for these catch basin requirements will be provided with our Stage II plan submittal package.**

### 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. Due to the noted drainage easements along the west property line of proposed lot 35, it may be necessary to either increase the overall lot size or eliminate said lot as the building envelope does not appear to be feasible. As with the remainder of the proposed lots within the development, please provide the requested building envelopes in order to verify the buildability of each lot. We will review lots 35 – 63 to verify buildability prior to Friday's submittal. **Should building envelopes be impacted by setbacks, they will be labeled accordingly for clarity of review. ALL building envelopes will be provided on the plans prior to the Board mtg.**
2. Please review the proposed lot 44. Considering the size and shape of the lot, staff has concerns of how this lot will be developed. Please provide the proposed building envelope. **The building envelope will be provided on Friday's submittal**

3. Unit #24 within the multi-family portion does not appear to meet the minimum front yard setback of 20-feet. Please review this lot as the increase in setback may be hindered by the existing gas-line easement. **Unit 24 will be adjusted slightly to the N-NW so as to meet the front yard setback and remain out of the gas easement. This will be reflected on Friday's submittal**
4. It is recommended that an additional pedestrian pathway be included from the eastern end of Nature View north to the Textile Road non-motorized path. **This path will be added to the plans.**
5. It is recommended that an additional pedestrian pathway be included from the cul-de-sac north of Nature View (between lots 18 & 19) to the Textile Road non-motorized path. **This path will be added to the plans.**

### **Parking, Loading and Traffic Circulation**

Please address the following concerns related to proposed parking, loading and traffic circulation on the site:

1. Please provide a detail sheet of the playground area parking lot. Staff would like to verify the space dimension and availability of an ADA compliant parking space. **Details of this parking lot will be provided no later than the submittal prior to Board.**
2. It is recommended that the roads proposed to service the multi-family residential portion of the project be converted to private roads. Doing so will require the review and approval of the Road Commission in addition to an amendment to the Road Improvement Agreement sign by Road Commission Director Roy Townsend and dated April 17, 2013.
3. Should the multi-family residential portion be converted to private roads, it is further recommended that the owner provide a cross-access easement to the remainder of the project in order to provide a second means of access to Tuttle Hill Road. **An agreement will be addressed accordingly – I will defer to Redwood and S.R. Jacobson for details.**

### **Site Landscaping**

Please address the following concerns related to existing or proposed landscaping on the site:

1. Please provide a proposed and existing landscape plan per section 2108 of the zoning ordinance for review and consideration by this office. This plan shall include the location of all existing and proposed street trees, landscape buffer, open space plantings, detention pond landscaping etc...**This is being prepared by Redwood's consultant – I will defer to them for commitment of submittal**
2. As was a condition of the existing site plan, please provide either a landscape or hardscape between this development and Joyce Lake. Signs are also to be provided stating Joyce Lake, Private Property, No Trespassing. **This will be addressed as part of the landscape plan package currently being prepared.**

### **YCUA Comments dated 8.4.14**

In response to the memorandum from your office dated July 15, 2014, we have reviewed the referenced plans with regards to water supply and wastewater system design. The plans are not acceptable to the Authority. The following comments need to be addressed by the Applicant and/or the Applicant's designer. **Based on our conversation with Scott Westover today, we are hopeful that our commitment to**





addressing his comments today and in this memo will be sufficient to obtain conditional approval even though Scott mentions in his letter that the plans are not acceptable.

1. More detail needs to be provided regarding the existing water supply and wastewater infrastructure identified as “being relocated.” At a minimum, the proposed alignments of the relocated utilities should be provided. **Proposed alignments of the relocated utilities will be provided on Friday’s submittal**
2. The existing water supply and wastewater infrastructure, in particular previously installed water services and building sewers, needs to be analyzed in relation to the proposed site layout. It is anticipated that the proposed revisions to the site layout will result in existing water services and building sewers that will no longer be needed. Unnecessary water services shall be disconnected from the water main at the corporation stop with the corporation stop closed. Unneeded building sewers shall be abandoned, with the lateral abandoned from inside the sanitary sewer using a cured-in-place pipe (CIPP) spot liner such as Pipe Patch or Authority approved equal. **Detailed coordination will occur with YCUA when addressing the proper demolition / abandonment of any existing utilities no longer proposed to be utilized.**
3. It is understood that the utilities for phase 2 of the Lakewood South project, located in the southeast area of the site and now identified as the Villages at Majestic Lakes and Majestic Lakes Estates, have not yet been constructed. **Further investigation will be required to verify this.**

## **OHM Review Letter dated July 31, 2014**

### SITE PLAN

#### COMMENTS:

#### OVERALL

#### GENERAL

1. Scale of drawing is acceptable for preliminary PUD; however, final PUD will require 50 scale drawings and more detail with regards to grading as the lot change will impact the grades originally designed in 2005. **Scale will be adjusted accordingly at final PUD**
2. Existing grades shall be shown along with preliminary proposed finished grades of each building. **Should it be determined that this is required prior to final design, the information will be provided prior to the Board meeting.**
3. Preliminary calculations showing pre and post impervious surfaces have been provided; however, additional information in regards to a breakdown of units with estimated roof top, driveways, and green space (percentage of coverage) shall be included to better understand the impacts to the storm water collection and management system. **Should it be determined that this is required prior to final design, the information will be provided prior to the Board meeting.**

### PONDSATLAKEWOOD

4. Right-of-way (ROW) lines for Textile Road and Tuttle Hill Road shall be shown on the plan sheet. **ROW lines will be added to the plan sheet for Friday’s submittal**
5. It appears Lots 8, 9, 18 and 19 extend past the existing water main and ROW along Textile Road. Per the 2005 plans, the existing water main is within the existing 33-foot wide half ROW and a proposed 60-foot wide half ROW is shown on the plans. Plans should be updated accordingly to include this information, and lot lines shall not extend beyond the current ROW. **ROW information will be provided and any necessary lot line revisions will be provided on Friday’s submittal**

6. All lot lines should be shown on the plan sheet. It appears plans show incomplete lines and lines missing between lot number indicated on the plans. **All lot lines will be shown on Friday's submittal**
7. Plans show relocating existing underground utilities. It appears removal is proposed near the westerly existing multi-family building. Clarification on why this is necessary and where the new utilities will be installed is needed. **Clarification on this will be shown on Friday's submittal.**
8. All existing easements will need to be vacated and easements will need to be re-recorded once the new location of underground utilities is installed. Existing water main and sanitary sewer with easements shall also be shown. **This comment will be addressed during the Stage II plan preparation and submittal.**
9. For Detailed Engineering/Final PUD review:
  - a. Proposed utilities, profiles, and easements shall be shown on the plans
  - b. Existing water and sewer leads shall be shown on the plans
10. The roads show existing driveways with curb cuts. The applicant shall show curb cuts being removed and approximate locations of new driveways/curb cuts shall be shown on the plans. **This will be revised for Friday's submittal**

#### MAJESTICLAKES

11. A key map should be provided on the plans with clear cutoffs of each plan sheet. **This will be revised for Friday's submittal**
12. It appears lots encroach on the 30-foot storm easement. The applicant may want to consider revising as it encroaches on the 35-foot rear yard setback, leaving little to no room for amenities. **Existing storm easement / lot location conflicts will be review accordingly. Amenity restrictions to lots that contain utility easements will be addressed accordingly in the master deed / By-laws.**
13. It appears there is a conflict between sheets. Clarification is needed for multi-family development area – Nautica Pointe or Redwood at Majestic Lakes. **Nautica Pointe is the name moving forward. Plans will be revised accordingly for Friday's submittal**
14. Better labeling and sizes of existing and proposed water main and sanitary sewer shall be included. **Detailed labeling / sizing of proposed watermain and sanitary sewer will be addressed during the Detailed design.**
15. Clarification on the hatching and lines crossing Tuttle Hill Road shall be labeled and noted on its intent. **Clarification will be provided in this area on Friday's submittal**
16. It shall be noted that the sanitary sewer pump station is no longer in place while the structure and wet well remain. Notes and details on Sheet PD-05 should be added. The service area of the pump station shall be included along with a preliminary basis of design. **Should it be determined that this is required prior to Stage II, the information will be provided prior to the Board meeting.**
17. Storm sewer is shown to be removed behind units 16, 17 and 18 of Nautica Pointe needs more information detailed on the plan sheet. It is unclear in this area, and others, what is being removed and how storm water is going to be conveyed. **Proposed alignments of the relocated utilities will be provided on Friday's submittal**
18. Lot 44 of Majestic Lakes Estates potentially limits access to the storm sewer and places the building envelope very close to the existing gas main. **It is recommended that this lot remain an open space. It is our client's intention to keep lot 44. Any utility access concerns will be address accordingly.**



# THE COLUMBIA



Elevation C



Elevation B



Elevation A

*Presented By:*



[Infinityhomescorp.com](http://Infinityhomescorp.com)

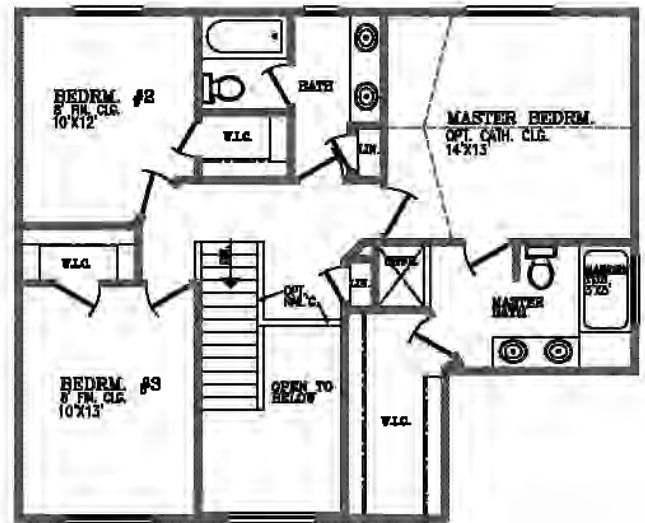
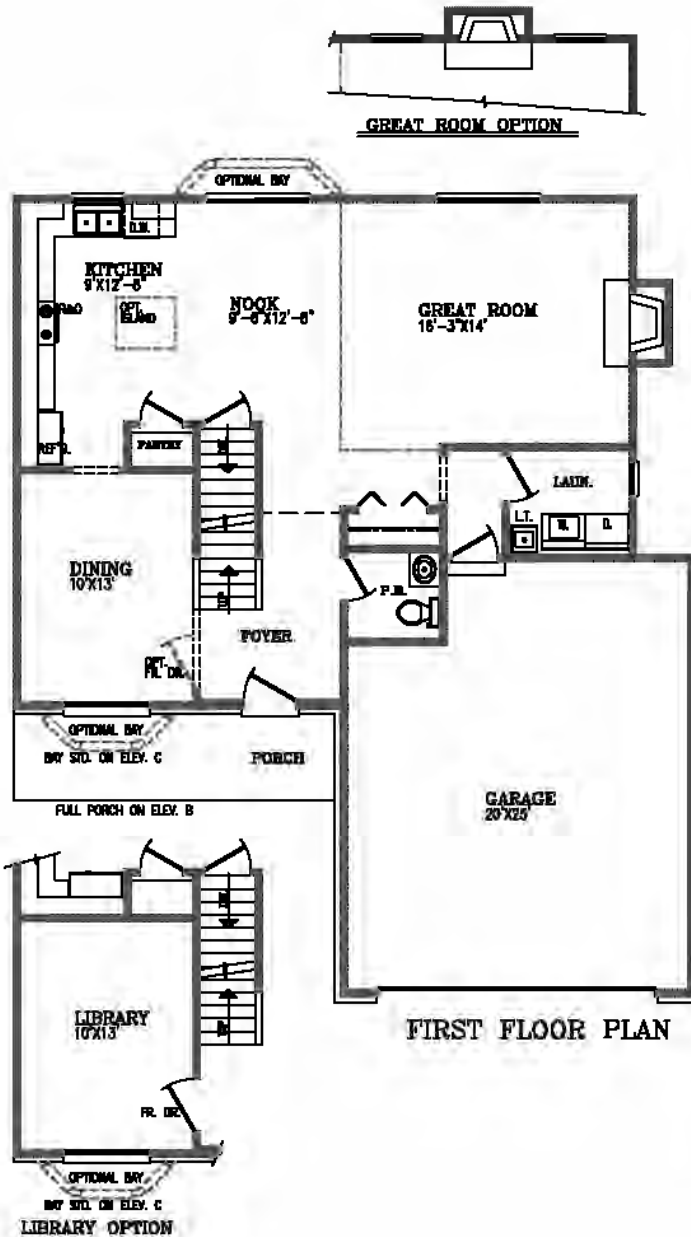
42400 Grand River Ave. Suite 112 Novi, MI 48375

Prices, plans and specifications are subject to change without notice or obligation. Renderings are an artist's conception, may vary in construction.

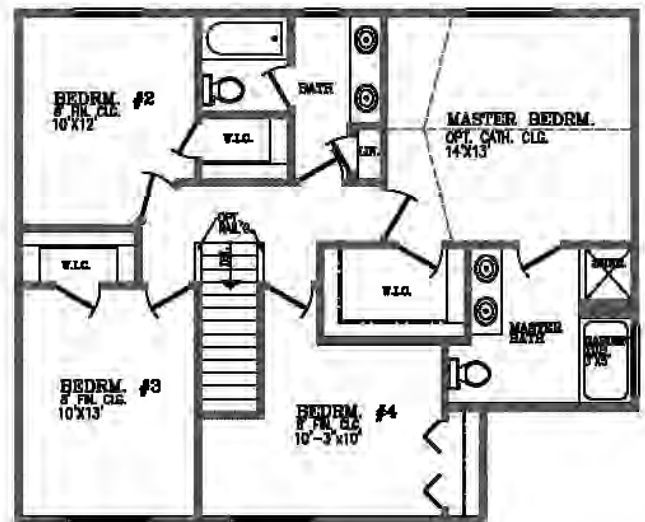


# THE COLUMBIA

The 1825 square foot Columbia is one of our most versatile colonial models. This 3 bedroom, 2-1/2 bath home comes standard with a full basement and a 2 car garage. The 2 story foyer can be converted to an optional 4th bedroom. Design options include the standard dining room that can be converted into a library along with a fireplace and window modification for a more open great room design.



3 BEDROOM  
SECOND FLOOR PLAN



4 BEDROOM  
SECOND FLOOR PLAN

Presented By:



Infinityhomescorp.com



# THE LARCH II



Elevation C



Elevation B



Elevation A

*Presented By:*



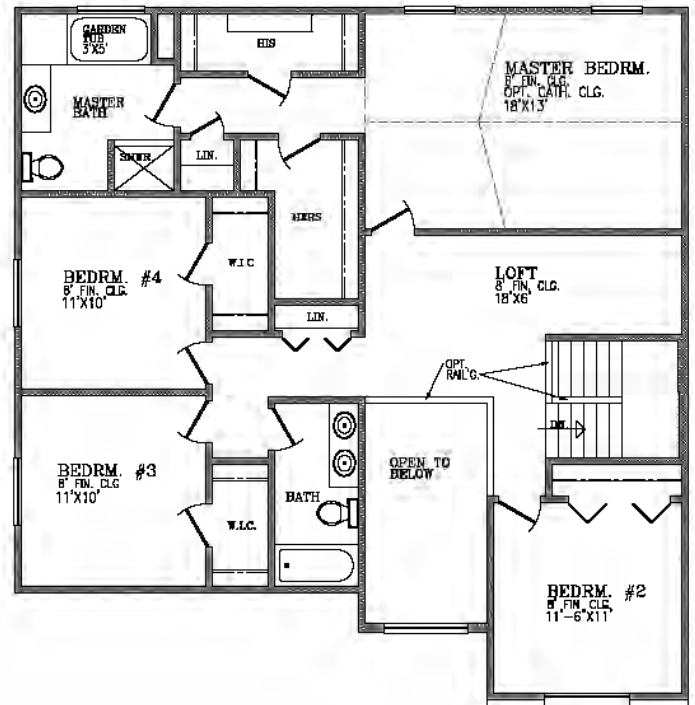
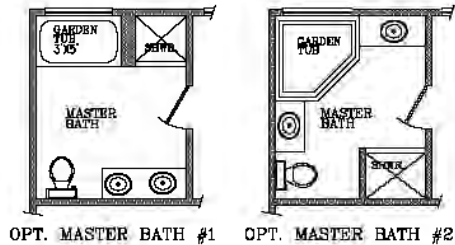
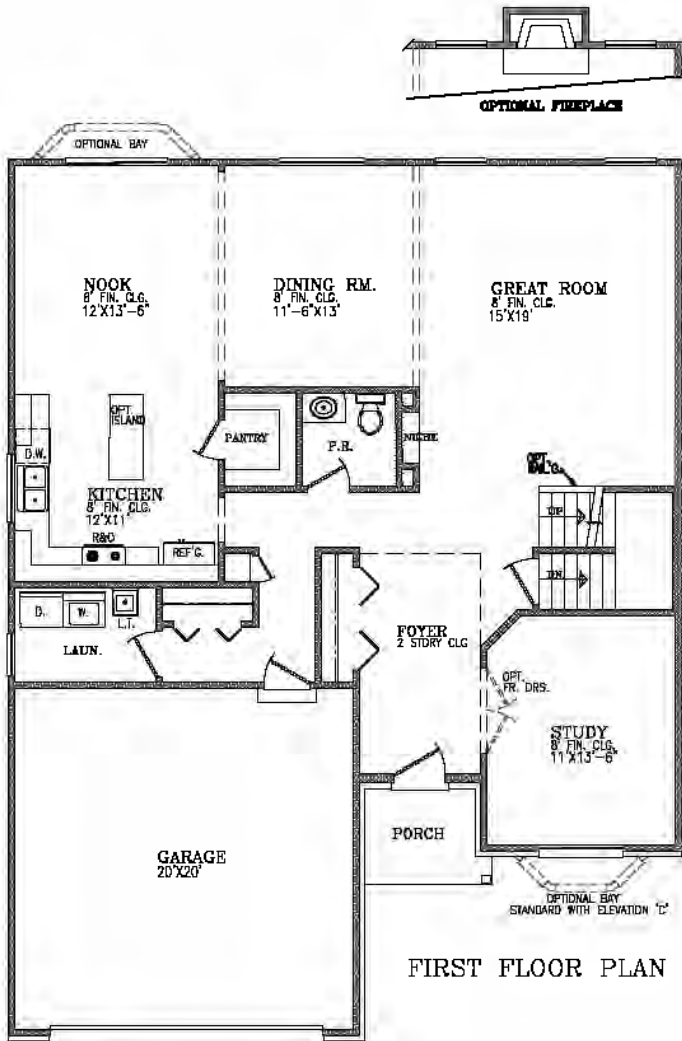
[Infinityhomescorp.com](http://Infinityhomescorp.com)

42400 Grand River Ave. Suite 112 Novi, MI 48375

Prices, plans and specifications are subject to change without notice or obligation. Renderings are an artist's conception, may vary in construction.

# THE LARCH II

The expanded 2700 square foot Larch II offers a larger floor plan for the growing family that is looking for some additional space. The home still offers 4 full bedrooms and 2-1/2 baths, including all the other amenities and options in the Larch I. This plan also features a spacious loft adjacent to the main staircase along with a larger master suite with His & Her walk-in closets. Bedrooms 3 and 4 contain private walk-in closets. Bedrooms 3 and 4 contain private walk-in closets.



Presented By:



Infinityhomescorp.com



# THE PENINSULA



Elevation C



Elevation B



Elevation A

*Presented By:*



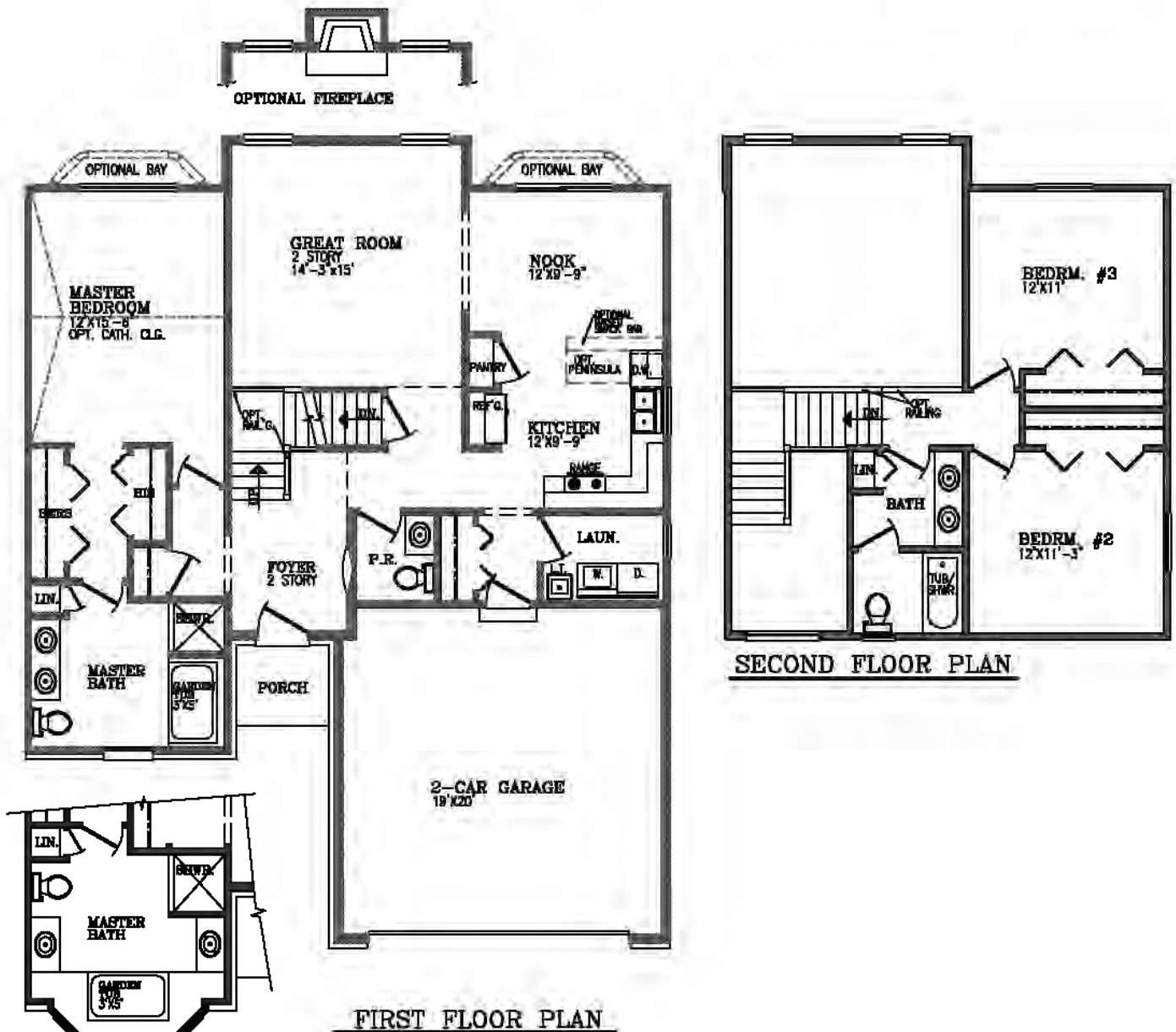
[Infinityhomescorp.com](http://Infinityhomescorp.com)

42400 Grand River Ave. Suite 112 Novi, MI 48375

Prices, plans and specifications are subject to change without notice or obligation. Renderings are an artist's conception, may vary in construction.

# THE PENINSULA

The Peninsula, our 1735 square foot cape cod first floor master bedroom model of the community is a 3-bedroom, 2-1/2 bath cape cod with a full basement and a 2 car attached garage. The entry provides a dramatic 2-story foyer & great room that opens up into the nook/kitchen area. The master suite provides for his/her closets with an option for separate his/her vanities.



OPT. BAY @ MASTER BATH  
W/ HIS & HERS VANITIES  
STANDARD WITH ELEVATION 'C'

*Presented By:*



[Infinityhomescorp.com](http://Infinityhomescorp.com)



# THE TRAVERSE



Elevation C



Elevation B



Elevation A

*Presented By:*



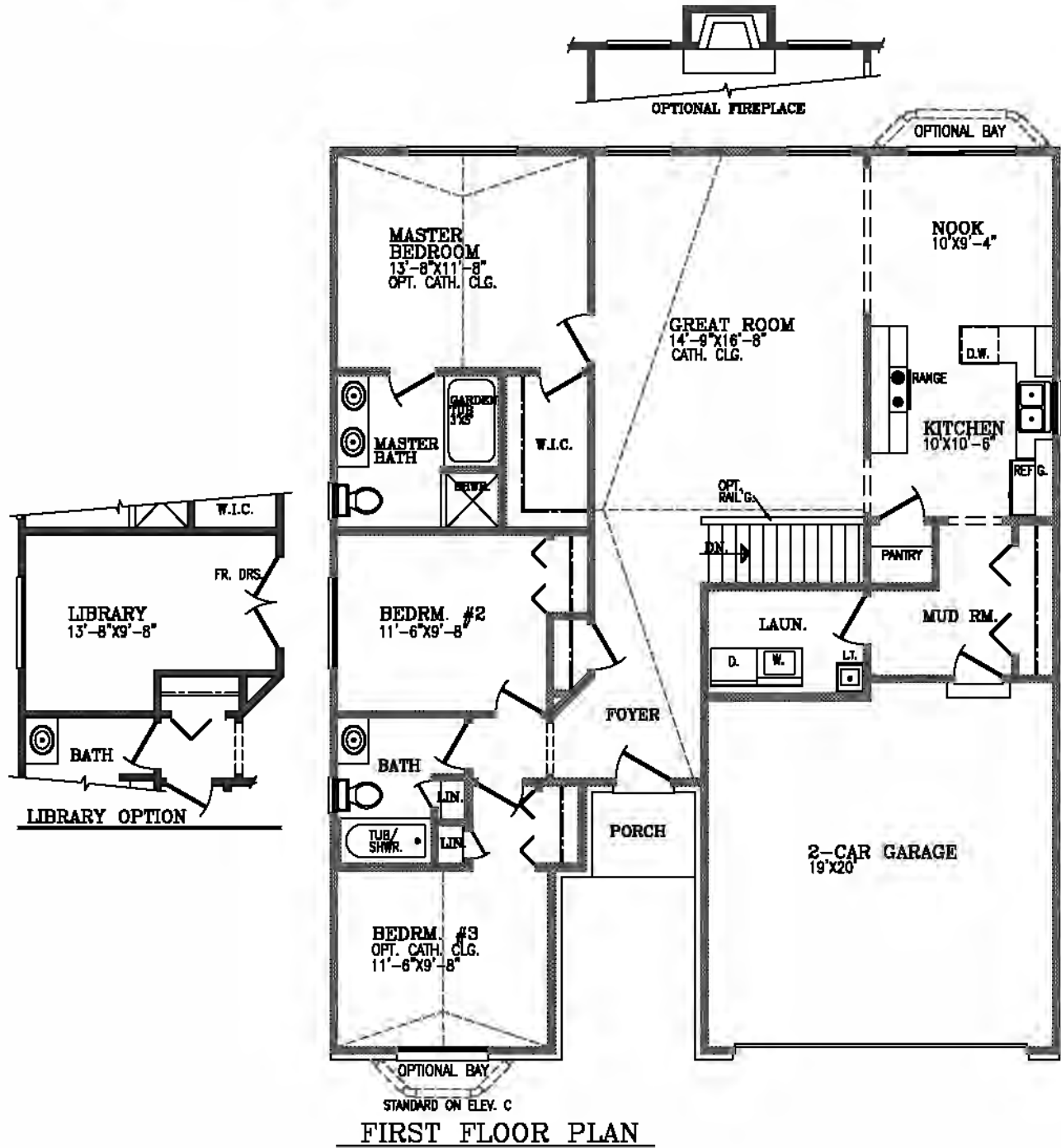
[Infinityhomescorp.com](http://Infinityhomescorp.com)

42400 Grand River Ave. Suite 112 Novi, MI 48375

Prices, plans and specifications are subject to change without notice or obligation. Renderings are an artist's conception, may vary in construction.

# THE TRAVERSE

The Traverse is a 1525 square foot, 3 bedroom, 2 full bath ranch style home. This model comes standard with a full basement and a 2 car attached garage. This spacious open floor plan provides for an optional library in place of bedroom 2, along with a vaulted ceiling at the foyer & great room entrance.



Presented By:



[Infinityhomescorp.com](http://Infinityhomescorp.com)



# THE CATALINA



Elevation C



Elevation B



Elevation A

*Presented By:*



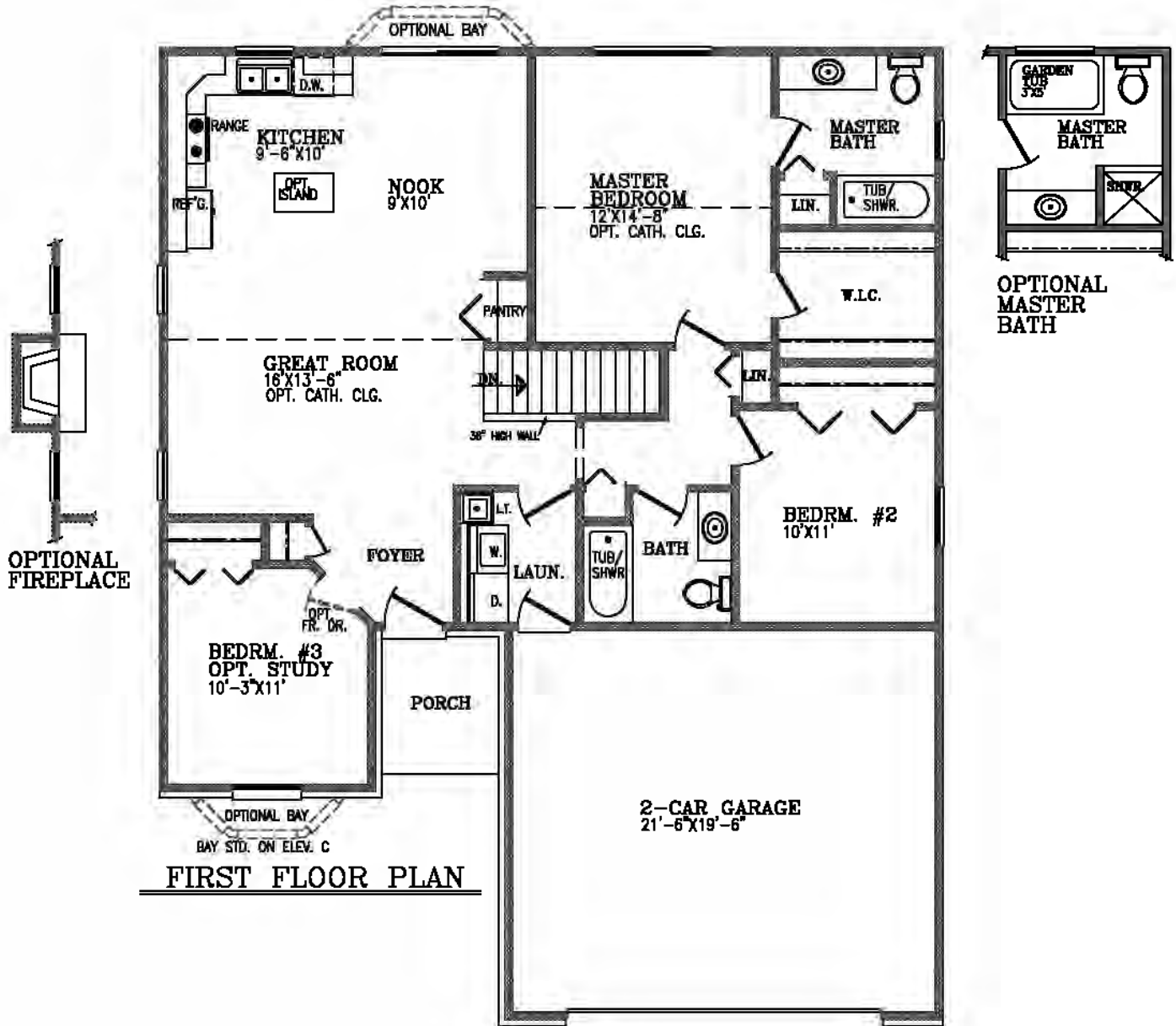
[Infinityhomescorp.com](http://Infinityhomescorp.com)

42400 Grand River Ave. Suite 112 Novi, MI 48375

Prices, plans and specifications are subject to change without notice or obligation. Renderings are an artist's conception, may vary in construction.

# THE CATALINA

The 1300 square foot Catalina is our cute but spacious 2 or 3 bedroom, 2 bath ranch model. The homes comes standard with a full basement and a 2 car garage. The open kitchen and great room layout provides an excellent set up for entertaining and gatherings. The plan allows for an optional master bath layout for a separate shower and tub area.



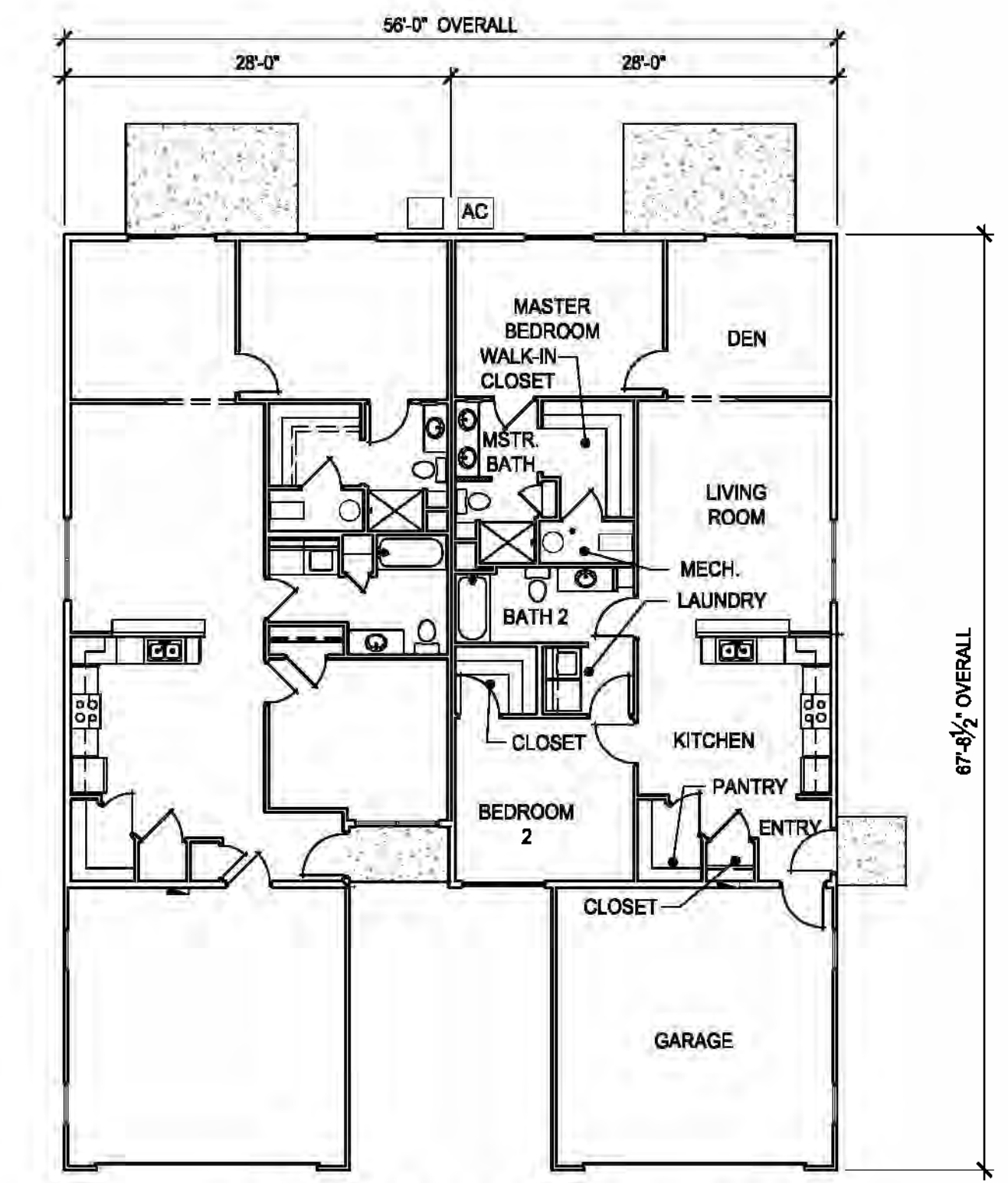
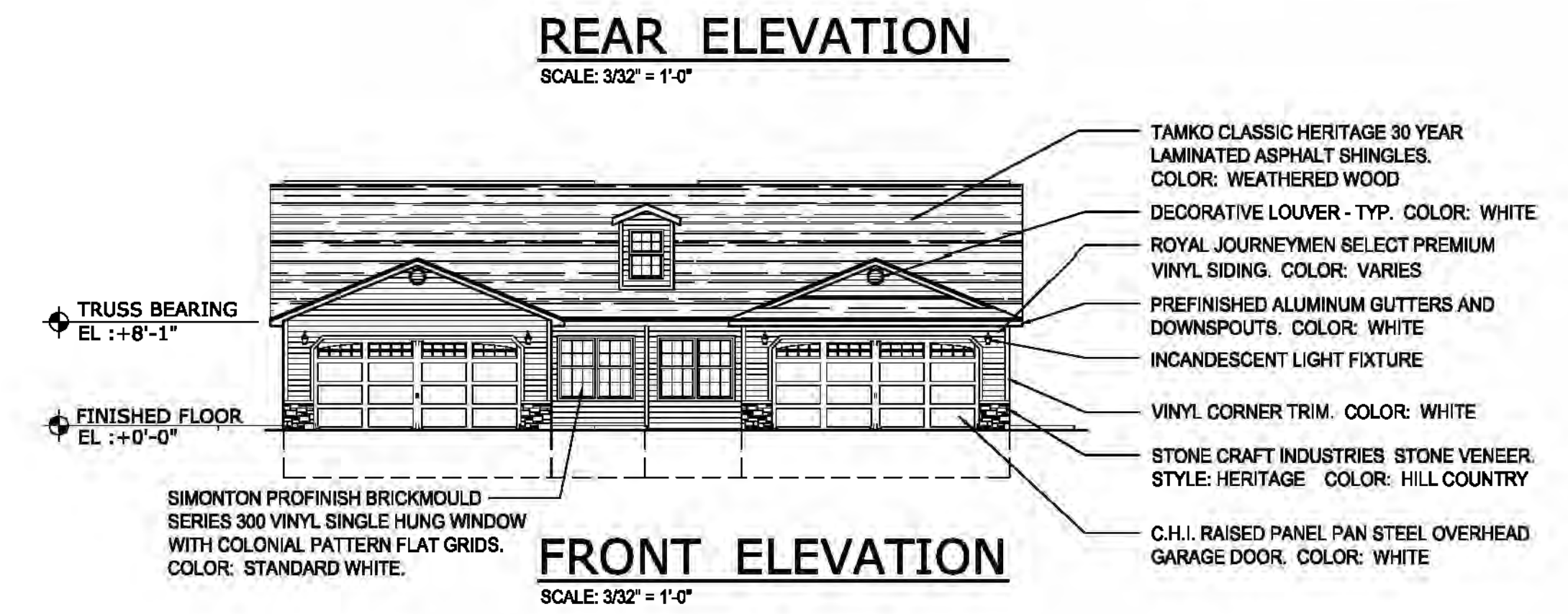
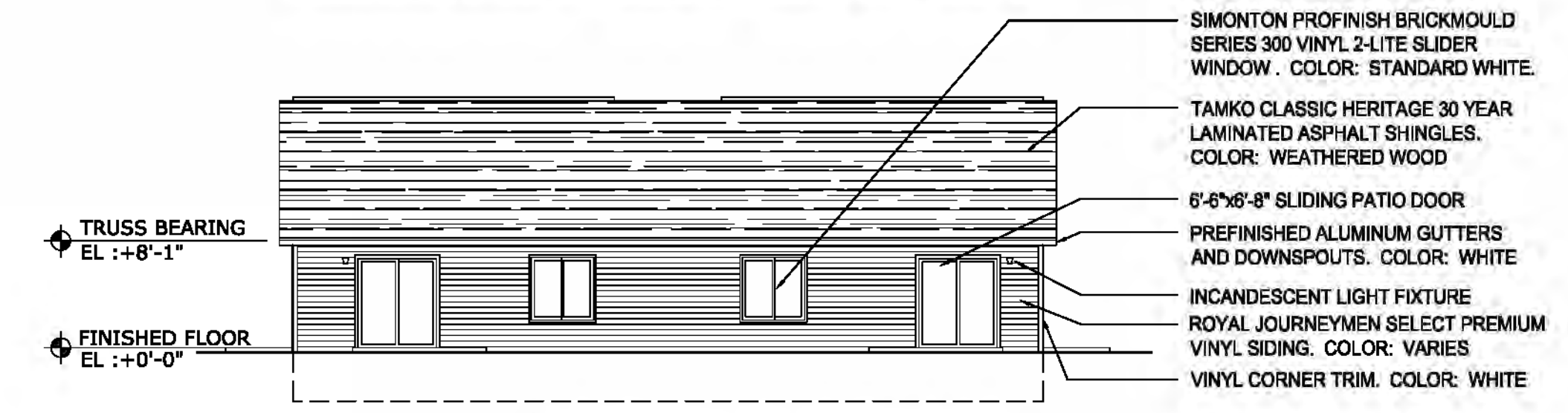
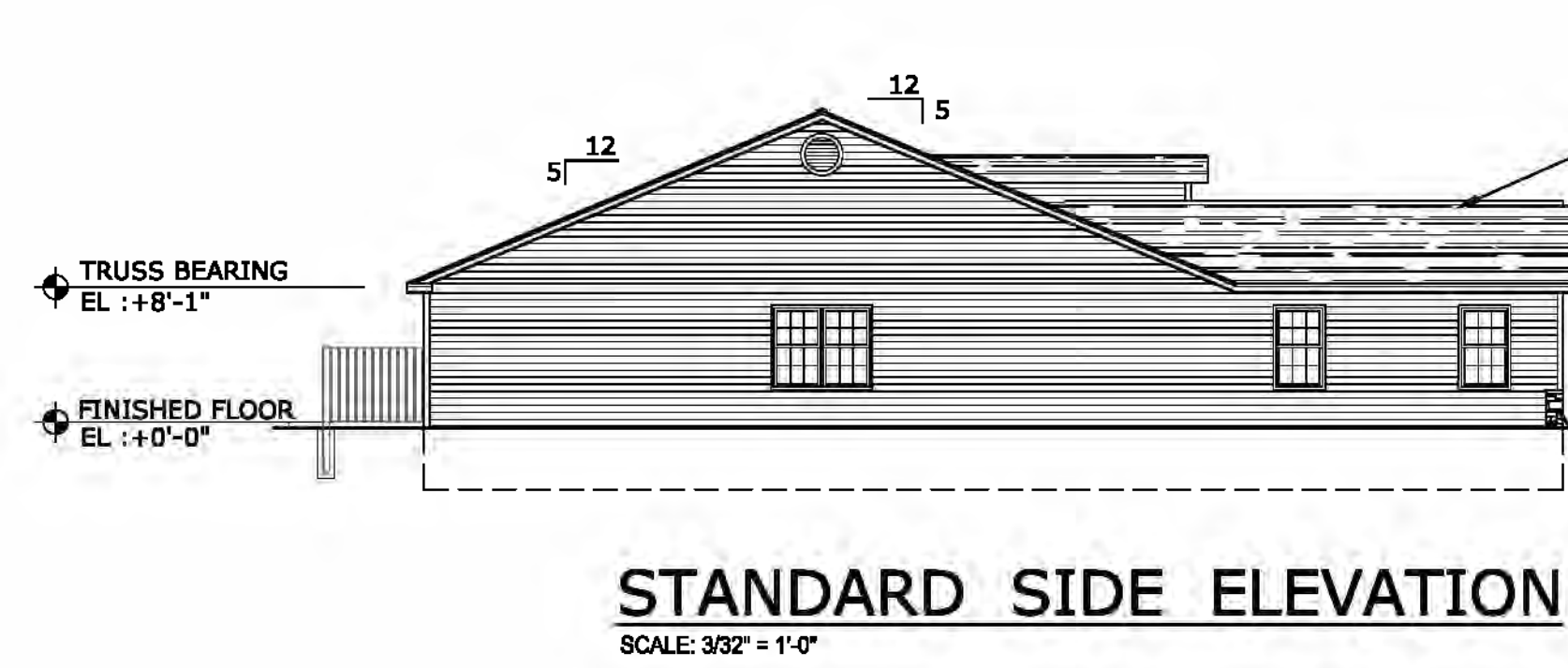
Presented By:



Infinityhomescorp.com



revisions



23775 commerce  
park road, suite 7  
beachwood, ohio 44122  
tel. 216 . 360 . 9441  
www.byredwood.com



**mann**  
architects  
3660 embassy parkway  
fairlawn, ohio 44333  
tel. 330 . 666 . 5770  
fax. 330 . 666 . 8812  
www.mann-architects.com

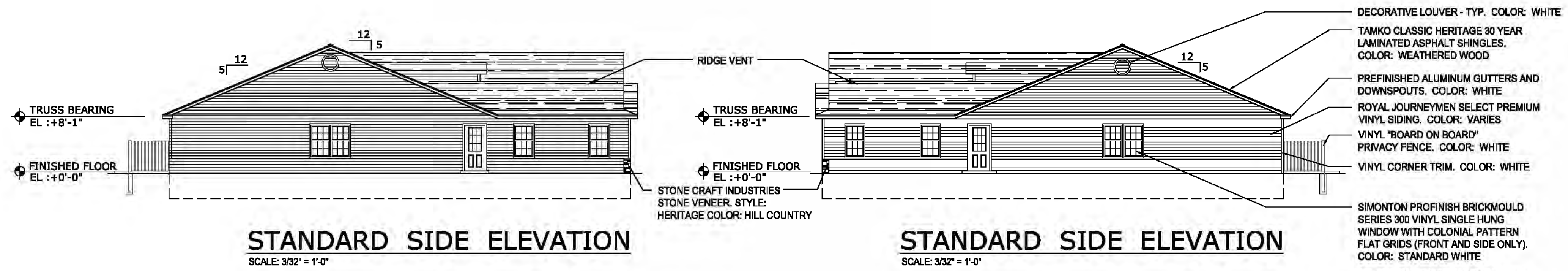
drawing  
2 UNIT BUILDING - 28' WIDE - 2 CAR GARAGE  
project no. 1514  
date JUNE 23, 2014  
scale AS NOTED

**LAKWOOD ESTATES APARTMENTS**  
YPSILANTI, MICHIGAN

project



revisions

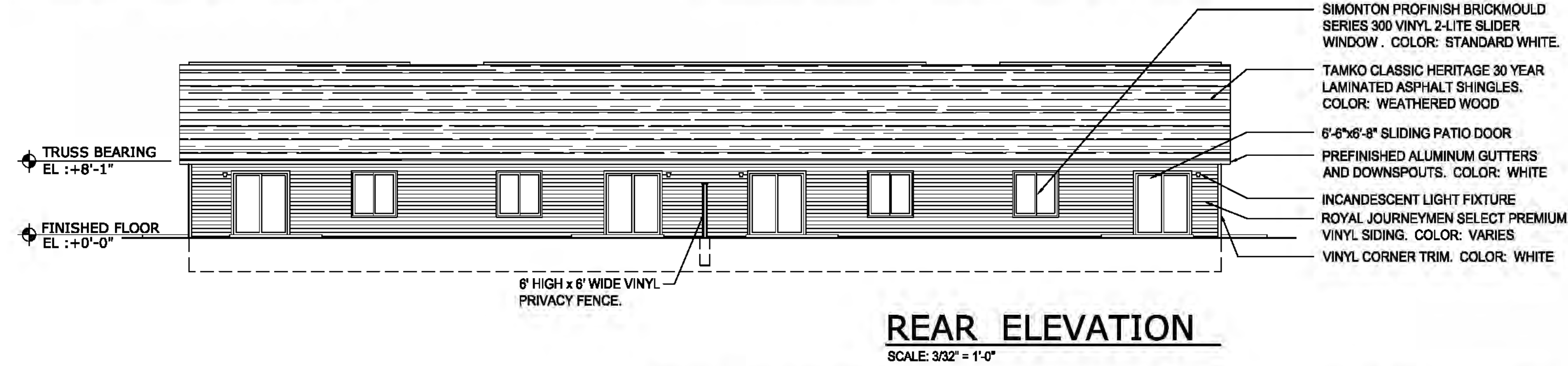


**STANDARD SIDE ELEVATION**

SCALE: 3/32" = 1'-0"

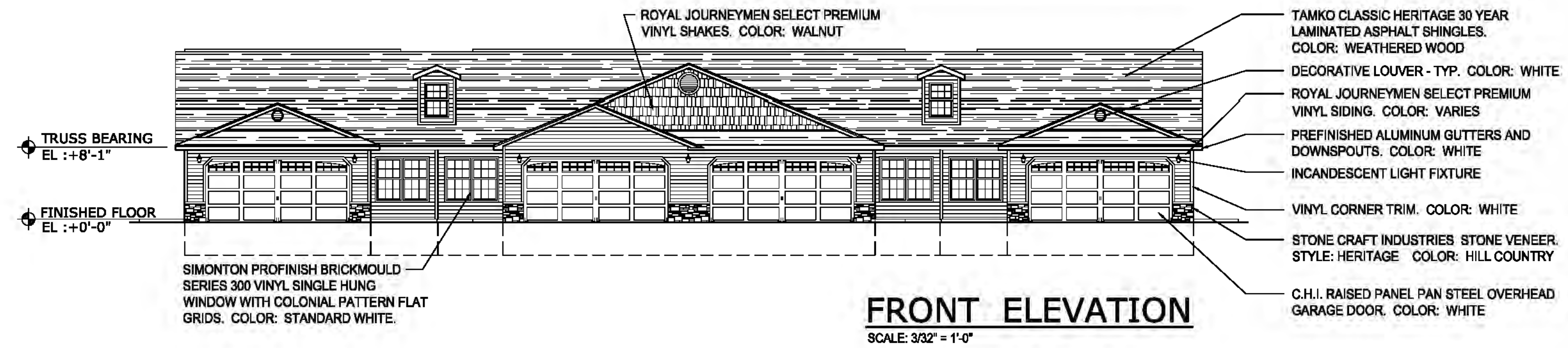
**STANDARD SIDE ELEVATION**

SCALE: 3/32" = 1'-0"



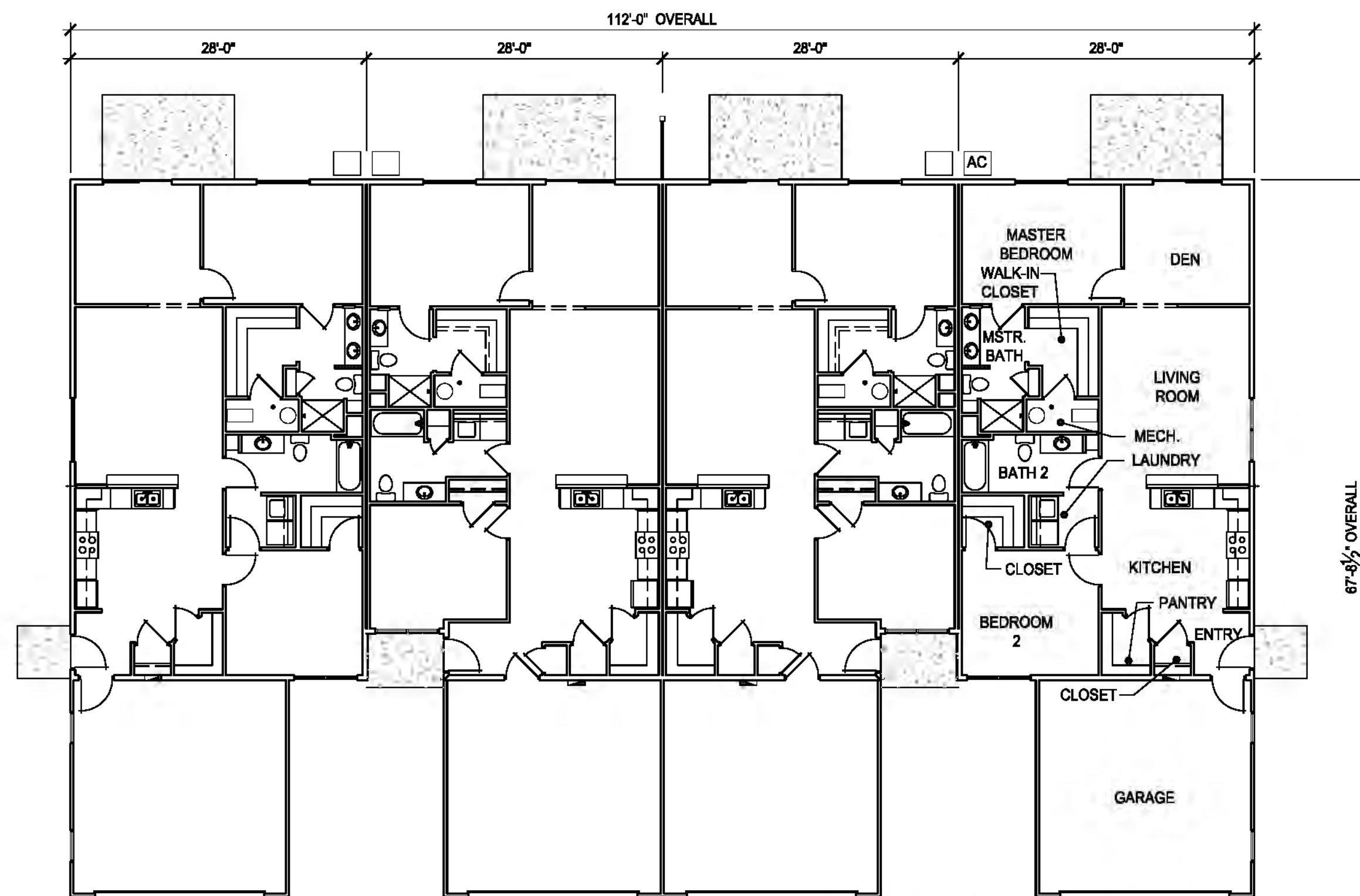
**REAR ELEVATION**

SCALE: 3/32" = 1'-0"



**FRONT ELEVATION**

SCALE: 3/32" = 1'-0"



**OVERALL FLOOR PLAN**

SCALE: 3/32" = 1'-0"

23775 commerce  
park road, suite 7  
beachwood, ohio 44122  
tel. 216 . 360 . 9441  
www.byredwood.com

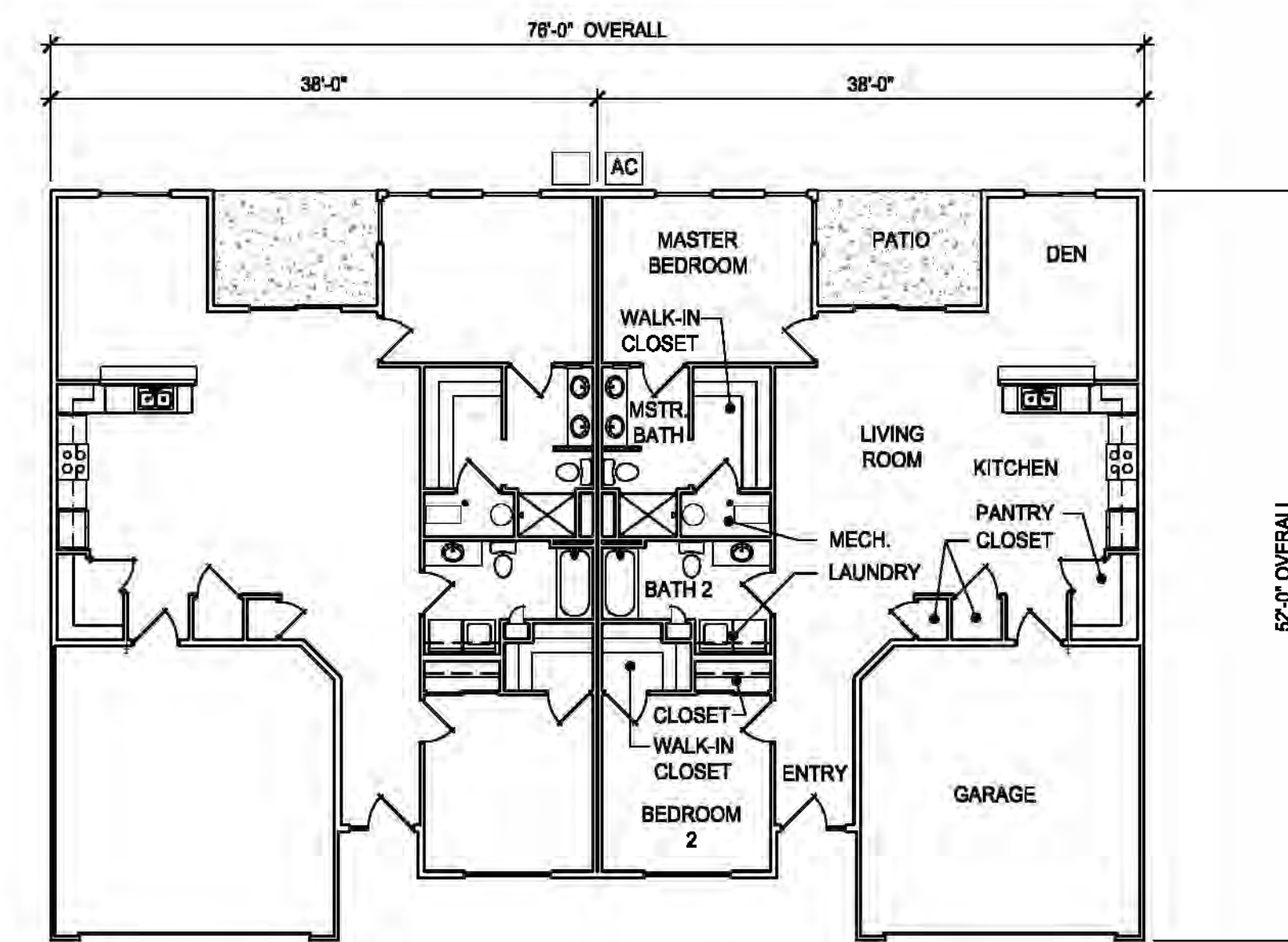
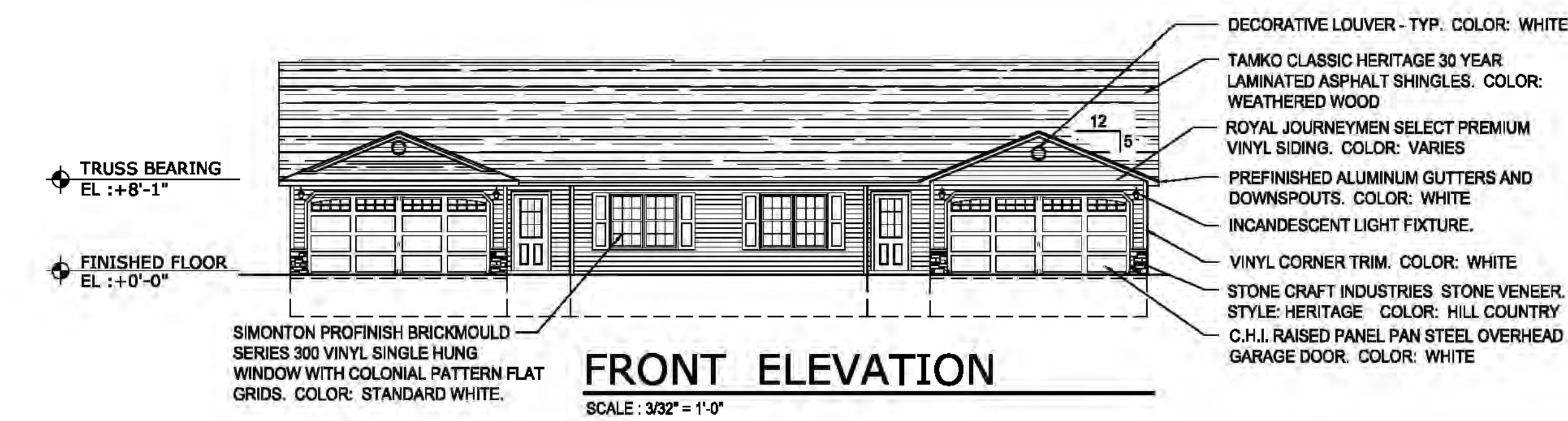
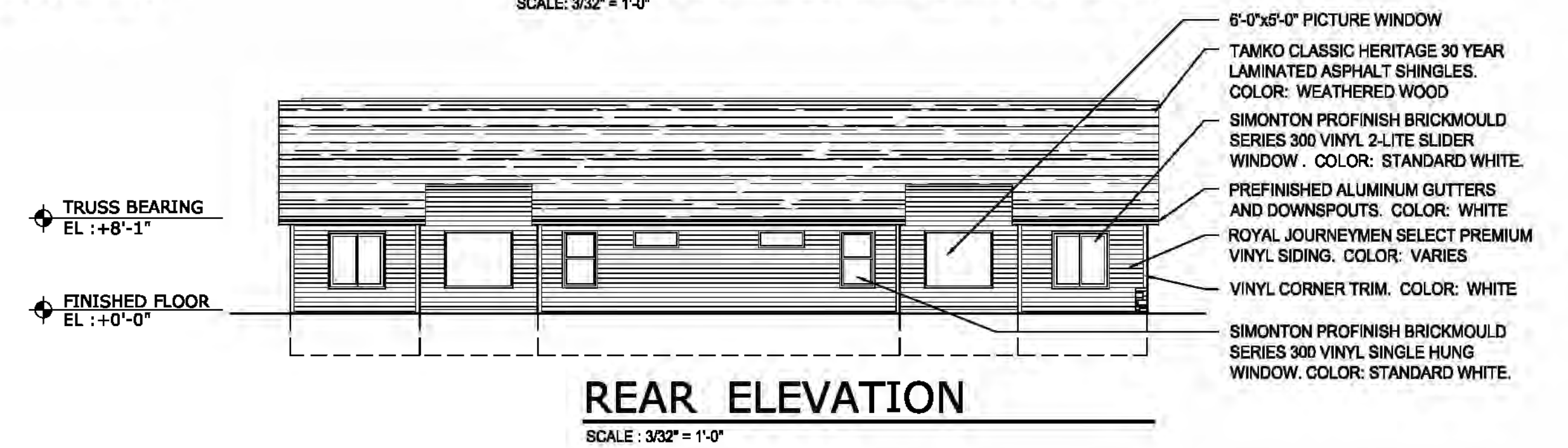
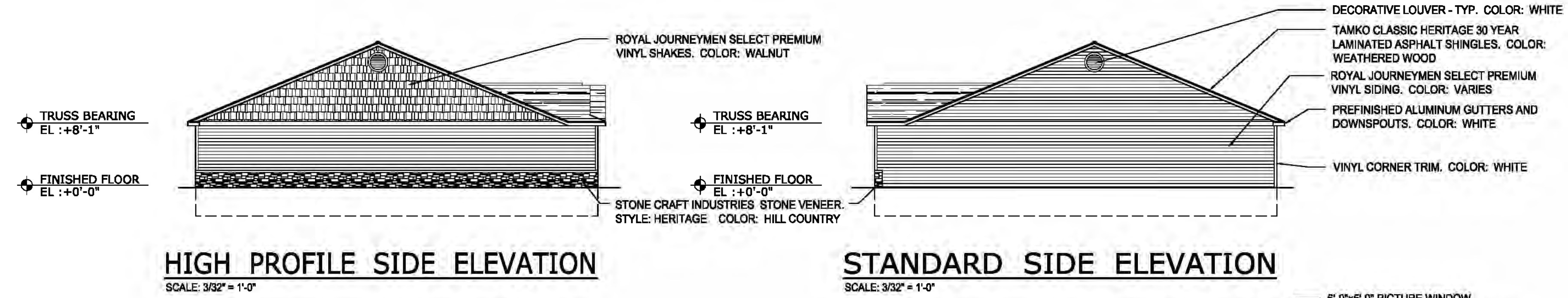


**mann architects**  
3660 embassy parkway  
fairlawn, ohio 44333  
tel. 330 . 666 . 5770  
fax. 330 . 666 . 8812  
www.mann-architects.com

drawing  
4 UNIT BUILDING - 28' WIDE - 2 CAR GARAGE  
project no. 1514  
date JUNE 23, 2014  
scale AS NOTED  
LAKWOOD ESTATES APARTMENTS  
YPSILANTI, MICHIGAN  
project



revisions



23775 commerce park road, suite 7 beachwood, ohio 44122 tel. 216 . 360 . 9441 www.byredwood.com



**mann architects**  
3660 embassy parkway fairlawn, ohio 44333 tel. 330 . 666 . 5770 fax. 330 . 666 . 8812 www.mann-architects.com

drawing  
2 UNIT BUILDING - 38' WIDE - 2 CAR GARAGE  
project no. 1514  
date JUNE 23, 2014  
scale AS NOTED  
LAKEWOOD ESTATES APARTMENTS  
YPSILANTI, MICHIGAN  
project



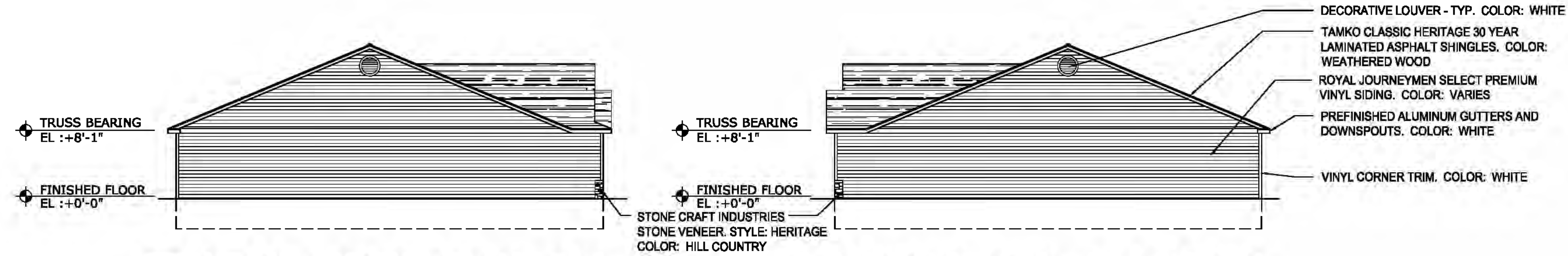
revisions

23775 commerce  
park road, suite 7  
beachwood, ohio 44122  
tel. 216 . 360 . 9441  
www.byredwood.com



**mann**  
architects  
3660 embassy parkway  
fairlawn, ohio 44333  
tel. 330 . 666 . 5770  
fax. 330 . 666 . 8812  
www.mann-architects.com

drawing  
3 UNIT BUILDING - 38' WIDE - 2 CAR GARAGE  
project no. 1514  
date JUNE 23, 2014  
scale AS NOTED  
LAKEWOOD ESTATES APARTMENTS  
YPSILANTI, MICHIGAN  
project

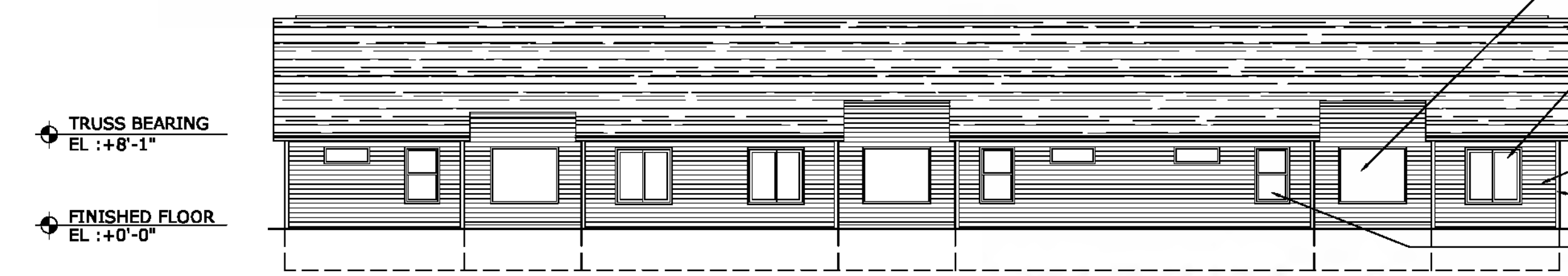


STANDARD SIDE ELEVATION

SCALE: 3/32" = 1'-0"

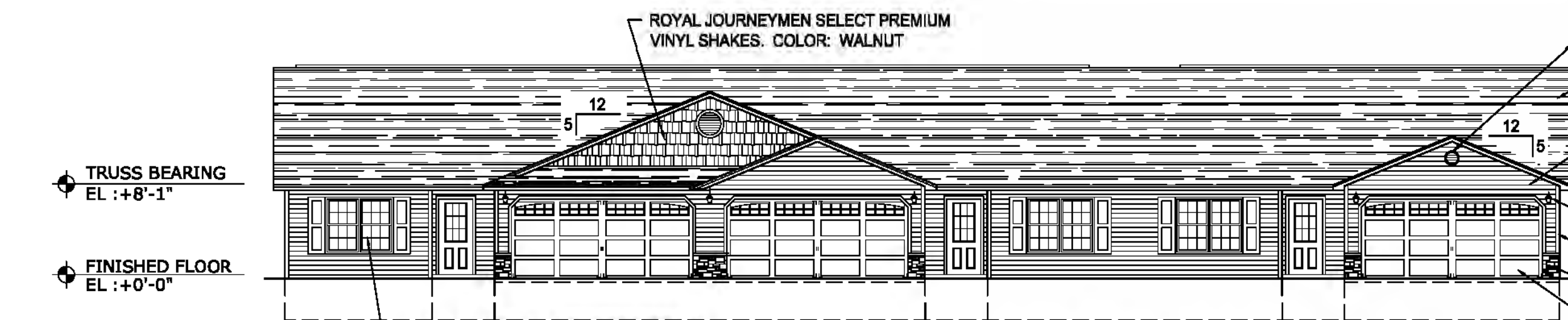
STANDARD SIDE ELEVATION

SCALE: 3/32" = 1'-0"



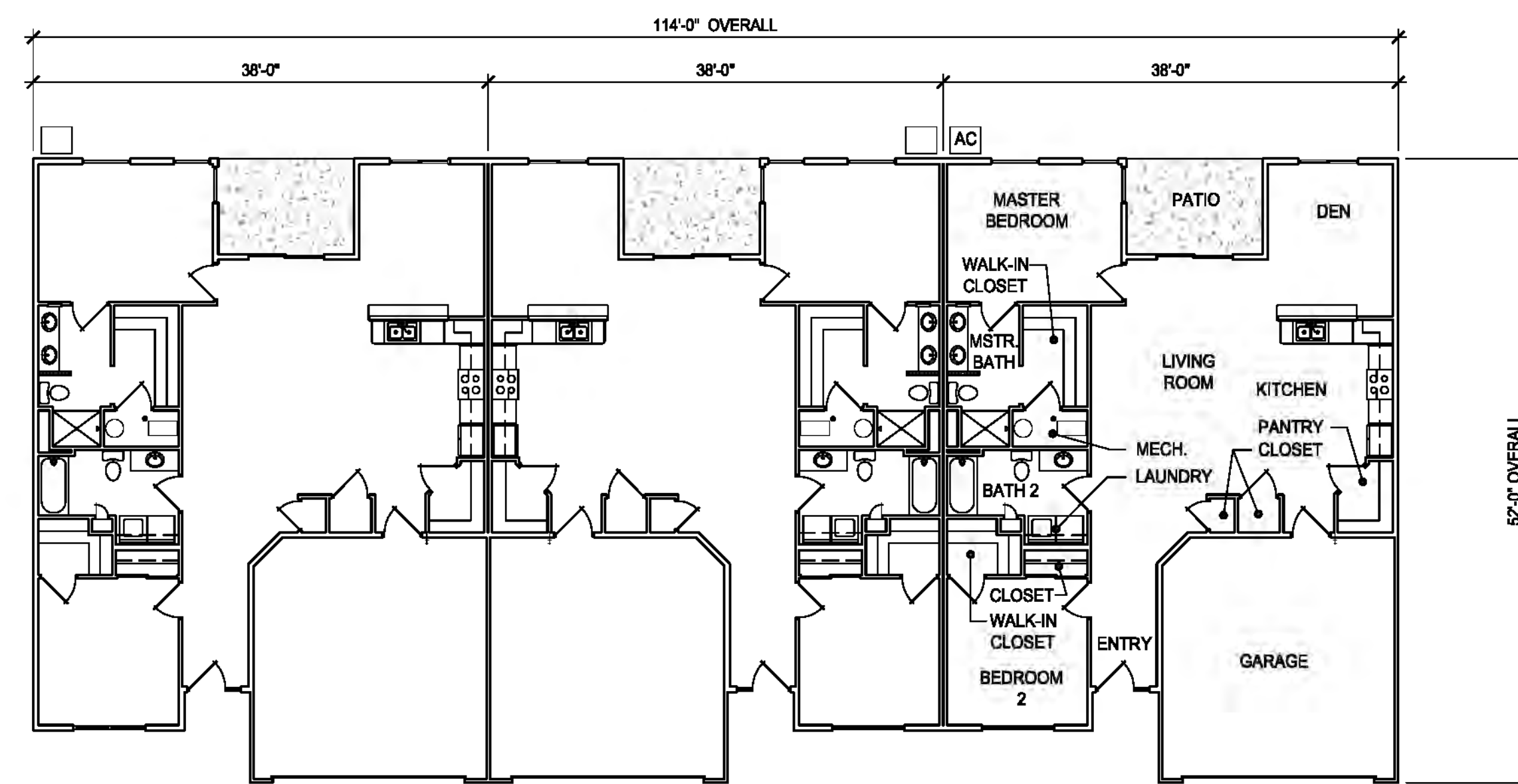
REAR ELEVATION

SCALE: 3/32" = 1'-0"



FRONT ELEVATION

SCALE: 3/32" = 1'-0"

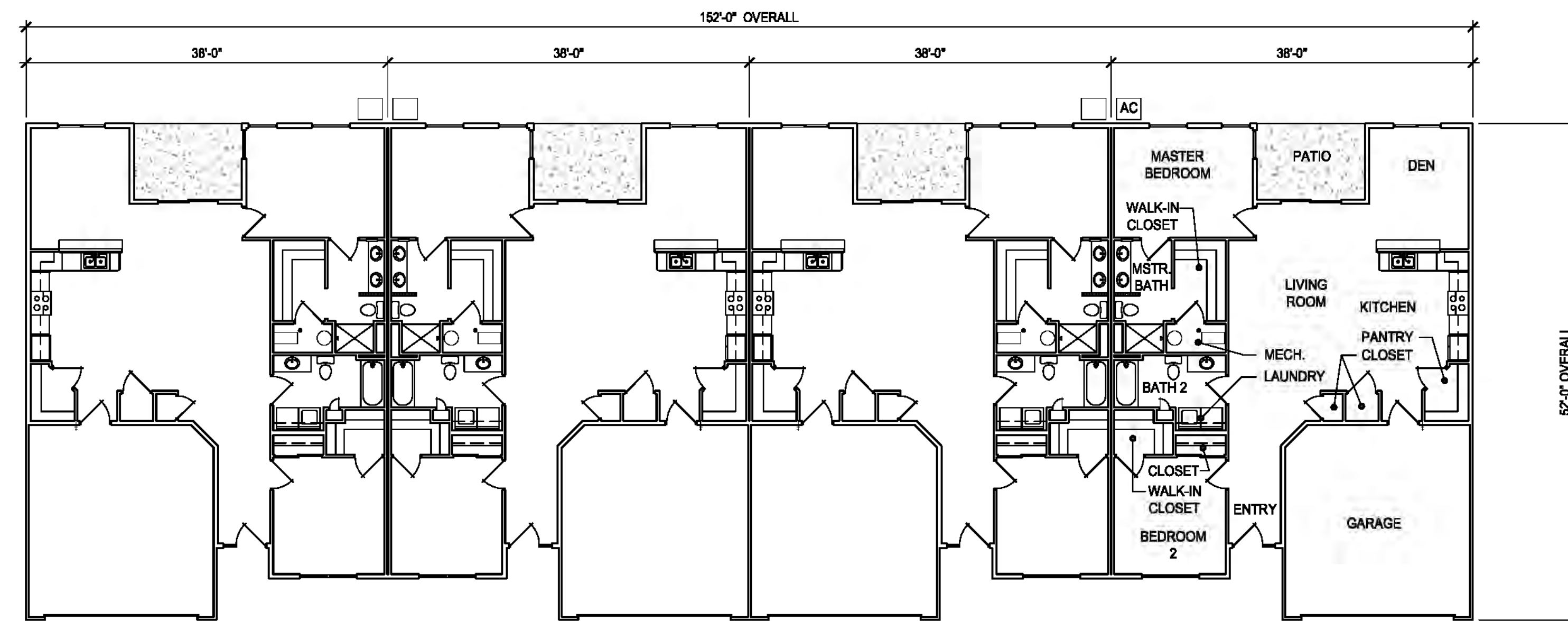
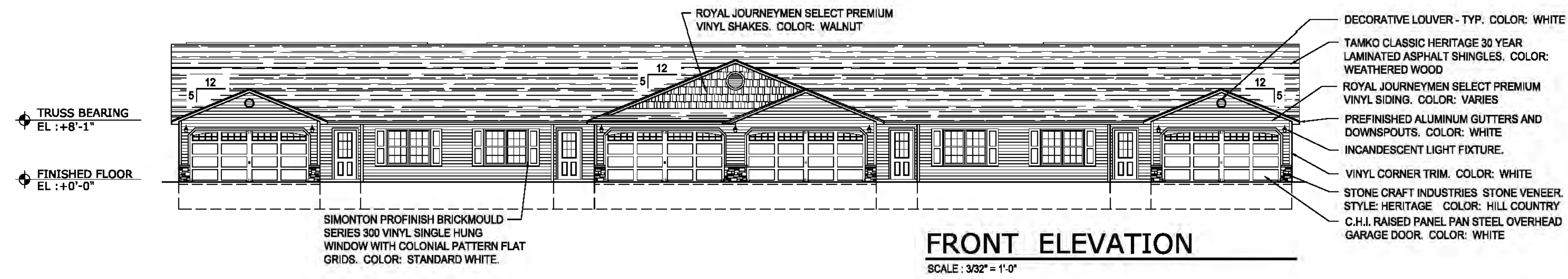
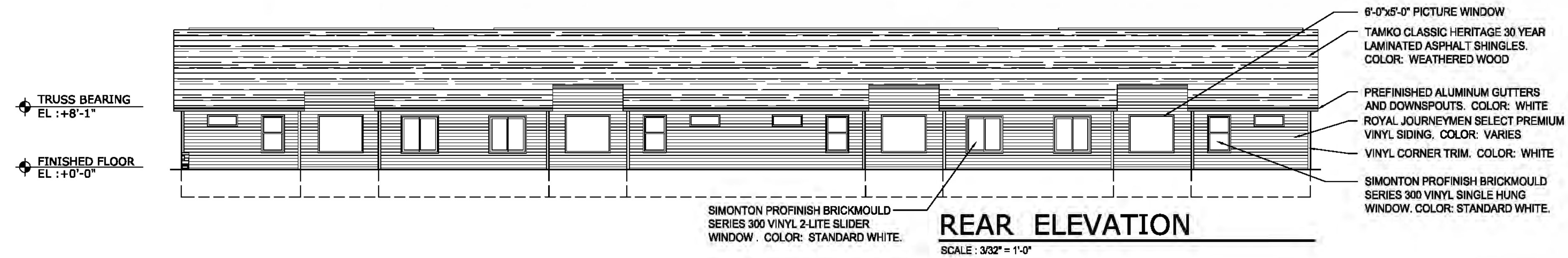
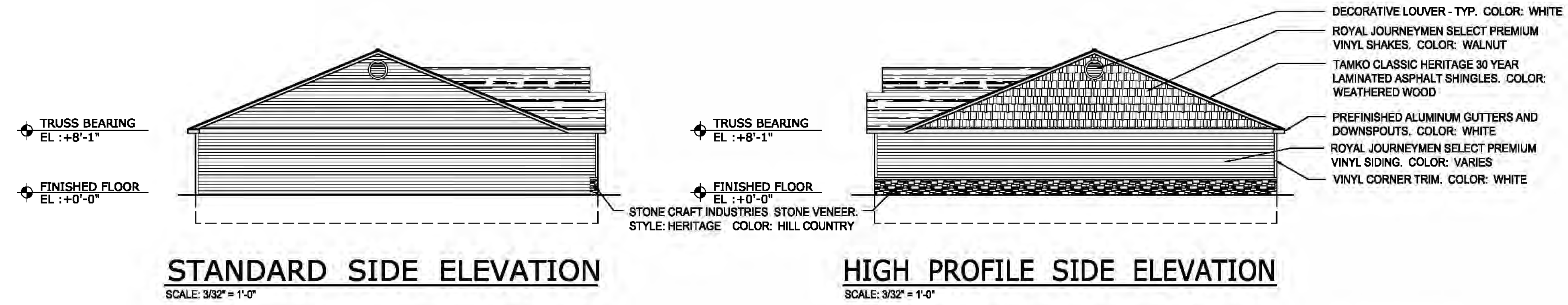


OVERALL FLOOR PLAN

SCALE: 3/32" = 1'-0"



revisions



23775 commerce  
park road, suite 7  
beachwood, ohio 44122  
tel. 216 . 360 . 9441  
www.byredwood.com



**mann** architects  
3660 embassy parkway  
fairlawn, ohio 44333  
tel. 330 . 666 . 5770  
fax. 330 . 666 . 8812  
www.mann-architects.com

drawing  
4 UNIT BUILDING - 38' WIDE - 2 CAR GARAGE  
project no. 1514  
date JUNE 23, 2014  
scale AS NOTED  
LAKEWOOD ESTATES APARTMENTS  
YPSILANTI, MICHIGAN  
project



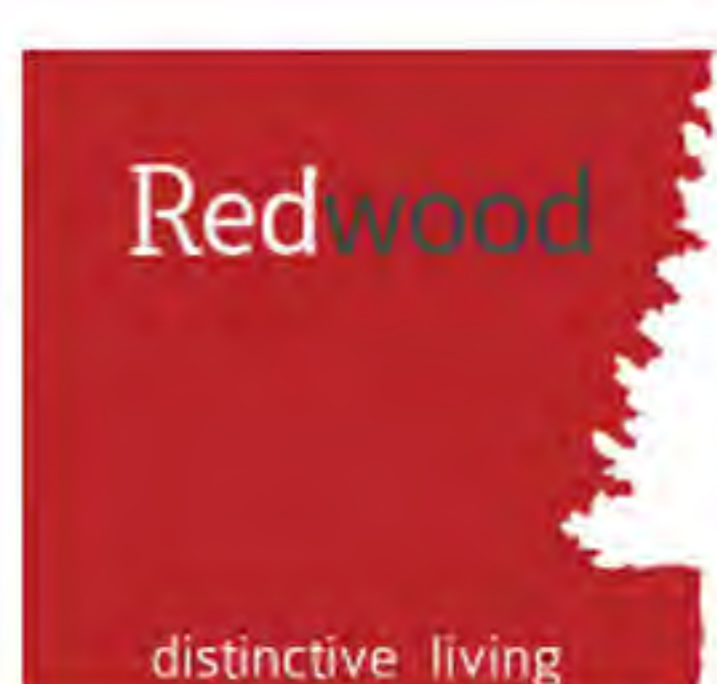




# FORESTWOOD

DISTINCTIVE SINGLE - STORY APARTMENT HOMES

2 Bedrooms, 2 Bathrooms, Den, Attached 2 Car Garage



*This graphic is for illustrative purposes only, actual floor plans may vary.*



# MEADOWOOD

## DISTINCTIVE SINGLE - STORY APARTMENT HOMES

2 Bedrooms, 2 Bathrooms, Den, Attached 2 Car Garage



*This graphic is for illustrative purposes only, actual floor plans may vary.*













5017

5015



**NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.**

**RESIDENTIAL LEASE AGREEMENT**

THIS LEASE ("Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Landlord"), a Michigan Corporation, as managing agent, and

\_\_\_\_\_ (and) \_\_\_\_\_  
(Jointly and severally, "Tenant").

**1. PREMISES:** Landlord hereby leases to Tenant Apartment Number# \_\_\_\_\_ (the Apartment) at  
*Property Name* \_\_\_\_\_ located at  
*Address* \_\_\_\_\_, *City* \_\_\_\_\_, *State* \_\_\_\_\_, *Zip* \_\_\_\_\_

Tenant agrees that only the person(s) listed below shall occupy the Apartment. Person(s) not listed below may not occupy the Apartment for more than three (3) consecutive days within a six (6) month period. The Apartment will be occupied only by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Additional occupants are strictly prohibited.** The **PRIOR WRITTEN** consent of Landlord is necessary in order to change occupants. Under no circumstances shall the apartment be occupied by more than two persons per bedroom.

**2. CONDITION OF APARTMENT AT ACCEPTANCE :** Tenant acknowledges that Tenant has examined the Apartment prior to executing this Lease and that no representations as to the condition or state of repairs thereof have been made by Landlord which are not specifically set forth in this Lease. Tenant hereby accepts the Apartment in its present condition. Tenant shall notify Landlord in writing of any defects or damages prior to Move In. Written notice must be signed by both Landlord and tenant. Defects and damage not reported to Landlord shall be presumed to have first occurred during Tenant's occupancy of the Apartment. Tenant acknowledges that all appliances are in good working order at the time of occupancy.

**3. TERM:** The term ("Term") of this Lease is for \_\_\_\_\_ months commencing on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_.

**4. RENT:** Tenant covenants and agrees to pay to Landlord as rental ("Rent") for the Apartment, without deduction, offset or prior demand, the following:

Base Monthly Rent:	\$ _____
Monthly Pet Fee:	\$ _____
Monthly Water Utility Fee:	\$ _____
Monthly Short Term Fee:	\$ _____
Monthly Fireplace Fee:	\$ _____
Monthly Fee for _____:	\$ _____
<b>TOTAL MONTHLY RENTAL PAYMENT *:</b>	<b>\$ _____</b>

\*Tenant shall pay pro-rated Rent in the amount of \$ \_\_\_\_\_ for the period from:  
\_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ for \_\_\_\_\_ (\_\_\_\_) days.

\*Tenant shall pay the last months Rent in the amount of \$ \_\_\_\_\_ for the period from:  
\_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ for \_\_\_\_\_ (\_\_\_\_) days.

**5. PAYMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



[REDACTED]

6. **LATE FEE:** [REDACTED]

7. **SERVICE CHARGE:** [REDACTED]

8. **USE:** The Apartment shall not be used for commercial purposes, but shall be used only for customary residential purposes. Tenant agrees to abide by all rules and regulations contained in Exhibit A (attached hereto), as the same may be modified from time to time, and Tenant shall cause any permitted guests of Tenant to comply with such rules and regulations. Any failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease. The use of the common areas and amenities by Tenant and Tenant's guests is at such party's own risk. Tenant will use the Apartment and appliances in a careful, safe and proper manner, and will at Tenant's own expense comply with the directions of the proper public officers as to the use, repair, and maintenance thereof. Tenant will not allow the Apartment to be used for any purpose or in any way that will increase the rate of insurance thereon or on the Apartment Complex, nor for any purpose other than that hereinbefore specified, nor shall the Apartment be occupied by any other person. Tenant will not suffer to be brought into the Apartment any substance or force that will increase the hazard of fire in the Apartment. Tenant will not permit the Apartment to be used for any unlawful purpose or in any way that will injure the reputation of the same or of the building in which they are a part, or disturb the tenants of such building.

9. **PETS:** Tenant covenants and agrees not to keep or harbor any dog, cat, bird, reptile, or any other animal in the Apartment without Landlord's prior **WRITTEN** consent. Any person caught with a pet without this written consent will be given a thirty day eviction notice. Landlord and Tenant shall execute a "Pet Addendum," the terms of which are incorporated herein by reference. The maximum shall be limited to two (2) pets. Tenant shall not feed stray/wild animals. [REDACTED] If the lessee has a pet prior to moving on property, the fee and deposit must be paid prior to or upon move-in. If the pet is obtained during the lease term, payment of said fee is due immediately. Full payment of the Pet Fee is required regardless of the length of time the pet occupies the premises. Fish tanks may not to exceed 55 gallons total. **We reserve the right to refuse any pet.**

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

10. **AUTOMOBILES: No automobile with any type of fluid leak is permitted. Any damage done to asphalt or concrete will be charged back to tenant.** No repairing of automobiles is permitted at the Apartment Complex. Any abandoned automobile, or automobile, which is not operable or not having current license plates, **may be towed after 24 hour notice** from the Apartment Complex at Tenant's risk and expense. The use and storage of Tenant's or any other person's automobile, whether or not parked, driven in or about the Apartment Complex, shall at all times be at the risk of Tenant, and Landlord assumes no liability for said automobile or damage caused to or by said automobile. Tenant covenants and agrees that in no event shall Tenant park more than two (2) vehicles in the parking lot at any time. "Operable" means the vehicle must have air in the tires, have all major components intact, including windows and windshields, and be reasonably clean. Vehicles may not be used to store bulky personal items on a permanent basis. All vehicles are to be parked within marked spaces only, and not in any areas designated "No Parking" or on the lawns, walks, curbs, stoops or patios of the Apartment, the Apartment Complex or any of the common areas. Tenant hereby agrees that except for automobiles, no vehicles (including, without limitation, motorcycles, boats and boat trailers, campers, travel trailers, utility trailers, trucks, commercial vehicles and motor homes) may be parked in the parking lot without Landlord's prior **written** consent. Any violation of the foregoing rules will subject such vehicle to being towed without notice at Tenant's expense. Tenant agrees that Landlord shall not be liable for any damage arising as a result of towing or for loss or damage to Tenant's vehicle (or that of any permitted guest of Tenant) or to any personal property left therein. Tenant agrees to indemnify and hold Landlord harmless for any claims by Tenant's guests or invitees for the towing of any vehicles for violation of these rules. Tenant shall advise its guests and invitees of the proper manner for the parking of vehicles. Landlord may impose additional parking regulations, including limiting the number of vehicles which Tenant or its guests may park, requiring the use of parking decals on vehicles, and/or assigning parking spaces. Tenant agrees to obey posted speed limits signs and inform guests and invitees of the posted speed limit.

Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

11. **REPAIRS AND ALTERATIONS:** Tenant may not make any alterations to the Apartment without first obtaining Landlord's written consent. Landlord shall make repairs to the Apartment, appliances and equipment furnished by Landlord, as set forth in this Lease upon written request by Tenant. Tenant's request for any repairs shall constitute permission for Landlord or Landlord's agent to enter the Apartment for such purpose at any reasonable time. Payment for repairs necessary due to misuse or negligent use of the Apartment by Tenant shall be the responsibility of Tenant and shall be due as Rent immediately upon receipt of an invoice from Landlord. Tenant shall pay for the repair and/or replacement of all items broken or damaged due to misuse or negligent use, such as clogged drains, broken windows, mirrors and light fixtures. Tenant shall pay all fees and charges to unlock doors or replace keys, repair nail holes, unstop sewers and plumbing fixtures, fix jammed disposals and other similar expenses. Upon commencement of the Term, Landlord shall furnish light bulbs and tubes of prescribed wattage for light fixtures located in the Apartment. Tenant shall thereafter replace light bulbs and tubes of the same wattage at Tenant's expense. Tenant shall pay for and replace batteries in any garage door opener provided by Landlord. Landlord will furnish smoke detectors, locks and latches in compliance with state law. Landlord shall test smoke detectors and provide working batteries (as necessary) at Lease commencement. Thereafter, Tenant shall pay for and replace detector batteries as needed. Tenant shall not disconnect any smoke detectors and Tenant shall be liable to Landlord for any loss and damage arising from Tenant's disconnecting or failing to replace batteries in smoke detectors. All alterations, additions and improvements made to the Apartment shall become the property of Landlord and shall be surrendered with the Apartment at the expiration or termination of this Lease. **NO HOLES SHALL BE DRILLED INTO THE WALLS, WOODWORK, OR FLOORS, AND NO ANTENNA INSTALLATIONS, SATELLITE SYSTEMS, ADDITIONAL TELEPHONE OR CABLE OUTLETS, STRINGING OF WIRES, ALARM SYSTEMS OR CHANGE OF LOCKS OR ADDITIONAL LOCKS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN CONSENT OF LANDLORD. TENANT SHALL NOT PLACE AN AIR CONDITIONING UNIT IN ANY WINDOW OF THE APARTMENT.** Tenant shall not remove any of Landlord's fixtures, furniture, appliances and/or furnishings from the Apartment. Tenant shall make no alterations or improvements to the exterior of the Apartment, including but not limited to affixing, hanging or displaying lights or decorations, satellite hardware etc. to the exterior of the Apartment or common areas without the written permission of the Landlord.

In the event that the Apartment is damaged to any extent whatsoever by fire or other casualty and if the damage is a result of Tenant's negligence, use, abuse, or misuse of the Apartment, then Tenant shall be liable for and promptly pay all costs and expenses to restore the Apartment (including, for example, the cost to repair, refurbish and refurnish, reimbursement to Landlord for its costs for the adjustment of the loss, legal fees, and costs for temporary board-up and other repairs).

[REDACTED]

12. **UTILITIES:** Tenant shall pay all charges directly to the utility provider or to Landlord or such party designated by Landlord (if utilities are provided by Landlord) in amounts reasonably determined by Landlord, for:

CHECK APPROPRIATE ITEMS:  
 Electric  
 Gas  
 Water/Sewer

Tenant agrees that concurrently upon taking possession of the Apartment, Tenant will contact the utility companies to place in Tenant's name those utilities to be provided and billed to Tenant directly by the utility company. In the event that the utilities are to be paid by Tenant but are not provided by a utility company or cannot be billed to Tenant directly by said utility company (and as a consequence are billed by Landlord), Tenant shall pay Landlord (or such party designated by Landlord to invoice and collect such amounts) as additional rent the cost of the utility as billed within three (3) days of receipt of an invoice. In the event the electric utility is interrupted and/or terminated, Tenant will use only battery-powered lighting. The use of candles and/or kerosene lamps or heaters is prohibited. Electric charges required to be paid by Tenant include charges for all power for appliances, interior lighting, exterior security lights and sump pumps serving the Apartment, which are installed and metered to the Apartment.

Landlord reserves the right to charge Tenant any fee which is assessed to Landlord by its trash provider for the disposal of any items which Tenant places in or near the refuse container.

Notwithstanding the other provisions in this Lease above, Tenant agrees to pay Landlord or its authorized agent for water, sewer, storm water, municipal fixed water/sewer charges and other related water/sewer charges to the leased premises under the Lease ("unit") the Utility Flat Fee specified in Paragraph 4 of the lease, as additional rent, due and payable with the monthly rental amount on the due date provided for the payment of rent hereunder. The monthly Utility Flat Fee includes an amount allocated to Tenant for water, sewer, storm water, municipal fixed water/sewer charges and other related water/sewer charges used by Landlord to maintain the common areas, common grounds and common structures of the Apartment Complex. Landlord reserves the right to revert to a method that charges Tenant or directs Tenant to pay a third party an allocated amount per month for water, sewer, storm water, municipal fixed water/sewer charges and other related water/sewer charges based upon metering equipment designed and installed for such purpose and to charge Tenant with a monthly invoice-processing fee for billing services.

To the extent permitted by law, any delinquent payment of a Utility Bill shall be considered a default under the Lease to the same extent and with the same remedies to Lessor (including, without limitation, the right to bring a summary proceeding for eviction against Resident and the right to impose late fees and other related charges and fees) as if Resident had been delinquent in Resident's payment of rent.

**Tenant will provide proof of utilities into their name prior to move in. Agent for Landlord:** \_\_\_\_\_

13. **HOLDOVER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. **SECURITY DEPOSIT:** Tenant will, concurrent with the execution of this Lease, deposit the sum of:  
\$\_\_\_\_\_ (TOTAL "SECURITY DEPOSIT")

with Landlord as a security deposit ("Security Deposit") for the faithful performance of all the covenants and agreements in this Lease and to guarantee the return of the Apartment to Landlord at the termination of this Lease in as good or better condition as accepted, normal and reasonable usage excepted.

**UNDER NO CIRCUMSTANCES SHALL TENANT USE THE SECURITY DEPOSIT AS A SUBSTITUTE FOR OR IN LIEU OF ANY RENTAL PAYMENT DUE UNDER THIS LEASE. UPON MOVE-OUT A WALK THROUGH IS MANDATORY BETWEEN TENANT AND AGENT FOR LANDLORD.**

The deposit will be returned to Tenant within thirty (30) days after the expiration of the Term, after deduction of any amount needed to cover the replacement of keys, changing of the locks (if the keys are not returned), damage to the Apartment, unpaid utilities, unpaid Rent, all other fees entitled by law, provided, however, that Tenant has occupied the Apartment for the full Term. If Tenant has occupied the Apartment for less than the full Term, Landlord shall use the Security Deposit toward lost rent until the unit is re-rented, damage to the Apartment, unpaid utilities, unpaid Rent, all fees entitled by law due Landlord. Tenant agrees to provide Landlord, in writing, a forwarding address where the Security Deposit may be returned and/or accounted for. Landlord may make the Security Deposit refund by check payable to all tenants who have signed this Lease, and said refund shall be in the form of a single check. Landlord may mail the check and notice of itemized deductions to any one Tenant.

Landlord may during the Term use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Rent or other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including any damages or deficiency in the re-letting of the Apartment or other re-entry by Landlord. If Landlord uses, applies or retains the whole or any part of the Security Deposit, Tenant shall replenish the Security Deposit to its original sum as listed above within five (5) days of being notified by Landlord of the amount due. Tenant shall be in default of this Lease if the amount is not paid within the said time period.

Within thirty (30) days after termination of Landlord's interest in the Apartment, whether by sale, assignment, appointment of a receiver or otherwise, Landlord shall transfer the Security Deposit to Landlord's successor in interest and Landlord shall thereupon be relieved of all liability in connection with said Security Deposit and accrued interest thereon.

**YOU MUST NOTIFY THIS LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR MANAGEMENT SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**

[REDACTED]

[REDACTED]

**15. MAINTENANCE OF APARTMENT:** Tenant shall keep the Apartment and appliances thereto in a clean and healthy condition, according to all applicable statutes and ordinances, all at Tenant's own expense, and shall return the Apartment back to Landlord upon termination of this Lease for any reason whatsoever in the same condition of cleanliness and repair as at the date of the execution hereof, reasonable wear and tear excepted. Tenant shall be charged and promptly pay for all necessary repairs and restoration to walls, ceilings, floors, woodwork, paint, plastering, plumbing, pipes and fixtures in or upon the Apartment whenever damage or injury to the same shall have resulted from misuse or neglect or any other cause other than Landlord's acts, and Tenant shall replace broken globes, glass and fixtures with material of the same size and quality as that broken. Tenant likewise shall replace broken parts of all kitchen appliances when the same shall have been lost or broken by Tenant or any other person. The charge to Tenant for any replacements shall be the cost of replacement of broken or worn out parts or appliances when the same shall have been lost or broken by Tenant or any other person. If the Apartment shall not be kept in good repair and in a clean and slightly condition by Tenant as aforesaid, Landlord may enter the Apartment, itself or by its agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the Apartment by Tenant, and Landlord may place the same in the same condition as existed at the date of execution hereof. Tenant shall pay Landlord, in addition to the Rent hereby reserved, the expenses of Landlord in thus placing the Apartment in that condition. Tenant agrees not to cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures. Landlord may, but shall not be obligated to, provide exterminating service to the Apartment, but Landlord shall have no liability to Tenant or Tenant's agents, employees, guests, invitees or members of their families by reason of the discontinuance of such service, failure to provide such service or the manner in which such service is performed.

**16. SUBLEASE AND ASSIGNMENT:** Tenant shall not assign or transfer this Lease or any interest therein, or hypothecate or mortgage the same, or sublet the Apartment or any part thereof, without in each case the prior written consent of Landlord.

**17. VACATING THE APARTMENT:**

A. At the termination of this Lease, Tenant shall deliver possession to Landlord and return all keys to the Apartment, outside doors and mailbox to Landlord and shall peaceably deliver the Apartment in as good order and repair as at the commencement of the Term, reasonable wear and tear excepted. Tenant shall remove any and all rubbish or other matter, including any furniture and other items of personal property, prior to vacating the Apartment. Any items not so removed shall be considered abandoned by Tenant and Landlord shall, without any liability to Tenant and at Tenant's sole cost and expense, dispose of same or remove all or any part of such property in any manner Landlord may choose and store the same without liability to Tenant for loss or damage. Tenant shall be liable to Landlord for all expenses incurred in such removal and storage of such property. Upon any termination of this Lease, Landlord shall have a lien upon the personal property and effects of Tenant remaining in the Apartment and Landlord may at its option and without notice sell at private or public sale all or any part of the property and effects for such price as Landlord may deem best. Landlord shall apply the proceeds of such sale to any amounts due under this Lease from Tenant to Landlord, including the expense of removal and sale.

B. At the time Tenant vacates the Apartment, Landlord shall inspect the Apartment and all items of damage or defects shall be noted on a "Move-Out Form." Tenant will be held responsible for any and all damages to the Apartment which was not reported prior to move in. At the time Tenant vacates the Apartment, Landlord or Landlord's agent shall inspect the Apartment and identify those items which need to be repaired, corrected or cleaned. In case of damage to the Apartment or other unfulfilled obligations by Tenant, Landlord shall mail to Tenant within thirty (30) days after the termination of said occupancy an itemized list with the estimated cost of cleaning, replacement or repair of each item. A check for the difference, if any, between such assessment and the amount of the Security Deposit held by Landlord will be processed and delivered to Tenant as this Lease and applicable law require.

**18. RESERVED RIGHTS:** Landlord (including its agents, employees or any other party designated to act on Landlord's behalf) reserves the following rights: (a) to enter the Apartment or any part thereof at any time in the event of an emergency and otherwise at all reasonable hours for inspection, repairs, alterations or additions, to exhibit the Apartment to prospective tenants or purchasers, to display "For Rent" and similar signs, and for any other purposes whatsoever related to the safety, protection, preservation or improvement of the Apartment or Apartment Complex, (b) to enter the Apartment at any time or times, during the last sixty (60) days of the Term, if during or prior to said sixty (60) day period Tenant has vacated the Apartment, to decorate, remodel, repair, alter or otherwise prepare the Apartment for re-occupancy, and (c) to retain and use pass keys to the Apartment. The exercise of these reserved rights by Landlord shall not render Landlord liable in any manner to Tenant or any person in the Apartment.

**19. MOLD:** Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Resident agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and any other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Premises. Resident agrees to immediately report to the management office (a) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage, or other common area: (b) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area: (c) any failure or malfunction in the heating, ventilation, air conditioning or laundry systems in the Premises: and (d) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this clause, as permitted by state/local law. A default under this clause may be deemed good cause for termination of Residents tenancy.

**20. QUIET ENJOYMENT:** Landlord hereby covenants with Tenant that, subject to Tenant's performance of and compliance with the terms and conditions and covenants herein set forth, Tenant shall peacefully hold and enjoy the Apartment.

**21. ABANDONMENT:** In the event that Tenant shall abandon or vacate the Apartment before the end of the Term while all or any portion of the Rent is unpaid or if Tenant shall fail to pay Rent promptly when due, the Apartment or any part thereof may be repossessed by Landlord and relented upon terms satisfactory to Landlord, and Tenant shall be liable for any deficiency resulting therefrom. Tenant's liability for deficiency includes, but is not limited to, painting, cleaning and repair costs, and loss of rent for any day that the Apartment is vacant, and costs of obtaining a new tenant. Landlord may apply the Security Deposit to pay for any damages caused by Tenant's vacating or abandonment. Such application of the Security Deposit shall not waive or limit Landlord's right to further hold Tenant liable for any other costs, damages, losses or injury. Tenant understands that upon such abandonment or vacation of the Apartment, Tenant's belongings may then be inventoried, stored or disposed of and the Apartment re-rented without liability of Landlord to Tenant whatsoever.

**In the event that said tenant is required to vacate prior to term of lease the Tenant may choose to terminate the Agreement before the natural expiration of the Agreement. To exercise this option, Tenant must submit his/her intentions, in writing, to Landlord at least thirty (30) days before termination and must pay a penalty equal to two monthly installments in addition to their final month's rent. In paying this penalty, the Agreement will be terminated and the Landlord will not hold the Tenant accountable for any of the monthly installments remaining in the term of this Agreement.**

\_\_\_\_\_ Initials: \_\_\_\_\_ Initials:

**22. LIABILITY:** Tenant releases and relieves Landlord, its managing agent, and their agents, employees, contractors, lenders, successors and assigns, from any and all liability to Tenant or Tenant's agents, employees, guests, invitees or members of their families (collectively, the "Landlord Parties"), from any loss, damage or injury to their property or person in the Apartment or in the building or on the grounds of which the Apartment or Apartment Complex is a part, occurring by, through or in connection with theft, burglary, assault or any other act, or from fire, heat or cold, or from gas, water, rain, snow, ice or other substance which may leak into, drop, issue or flow from any part of the building or from the pipes or plumbing or wiring of the building or from any other place or arising from any other cause whatever. Tenant shall indemnify and save harmless, including all reasonable attorneys' fees, the Landlord Parties from all legal action, damages, loss, liability, cost and any other expenses in connection with the loss of life, bodily or personal injury or property damage arising from or out of the use or occupancy of the Apartment. Moreover, the foregoing release and indemnity shall include, but not be limited to, claims for damage to person or property resulting from any equipment or appurtenance out of repair, defective electrical heating, air conditioning, plumbing, sewer or water system or installation or for the acts, omissions or negligence of trespassers, guests, invitees or other occupants of the Apartment.

**LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE TENANT'S OWN RENTERS INSURANCE TO PROTECT AGAINST ALL OCCURENCES.**

**23. TENANT DEFAULT:** If Tenant defaults in the performance of any of the terms, covenants or conditions herein contained, other than the covenants to pay Rent (for which there is no cure period), or if any conduct of Tenant or Tenant's guest(s) or occupant(s) of the Apartment shall be objectionable to the other tenants of the Apartment Complex or to Landlord, in Landlord's reasonable opinion, Landlord may give Tenant seven (7) days' written notice thereof, and if such default has not been cured or the objectionable conduct stopped within said seven (7) days, Landlord may give Tenant seven (7) days' notice of termination of this Lease, and at the expiration of said seven (7) days the Term of this Lease shall terminate and Tenant shall surrender the Apartment to Landlord, but Tenant shall remain liable as hereinafter provided. In case of default by Tenant in the payment of Rent or if the seven (7) day notice above provided shall have been given and elapsed without curing such default or stopping the objectionable conduct, or if the Apartment becomes vacant or abandoned, Landlord may at any time thereafter resume possession thereof by any lawful means, and remove Tenant or other occupants and their effects by dispossession proceedings or otherwise without being liable to prosecution or damages therefore, and Landlord may hold the Apartment as if this Lease had not been made. In any such case, Landlord may at Landlord's option re-let the Apartment or any part thereof as agent of Tenant or otherwise, and receive the rent therefore, applying same first to the payment of such expenses as Landlord may have incurred in connection with said resumption of possession and re-letting, including brokerage, cleaning, repairs and decorations, and then to the payment of Rent and performance of other covenants of Tenant as herein provided. Tenant shall, whether or not Landlord has re-let the Apartment, pay Landlord the Rent and other sums herein agreed to be paid by Tenant, less the proceeds of such re-letting, if any, as ascertained from time to time, and the same shall be payable by Tenant on the dates above specified. Tenant hereby waives all right of redemption to which Tenant or any person claiming under Tenant might be entitled by law.

**24. NO WAIVER:** The failure of Landlord to insist in any instance on strict performance of any covenant hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or option in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed by both parties.

**25. DAMAGE:** In the event the Apartment Complex is made completely uninhabitable by fire or other cause, this Lease may be terminated by either party upon reasonable notice.

**26. POSSESSION:** If the Apartment is not available for occupancy upon the date agreed or specified in this Lease for any reason whatsoever, Tenant shall not have cause for damages, except a rebate of Rent, if paid, for the period that the Apartment is not available. The rebate shall be based upon a daily proration of the monthly Rent then in effect.

**27. PEST MANAGEMENT:** Tenant(s) acknowledges that Landlord and Tenant(s) have inspected the Apartment (including baseboards, carpet edges, window and door molding) and neither is aware nor found any visible signs of bed bug or other pest infestation. Tenant(s) certifies that all furnishings and personal property (including mattresses, box springs, bed frames and headboards, couches, sofas, chairs and recliners, nightstands, dressers and clothing, luggage and backpacks) moved into the Apartment are free of bed bugs or other pest infestation and that Tenant(s) is not aware of any infestation or presence of bed bugs or any pest in Tenant(s) current or previous apartment(s) or home(s), and Tenant(s) has fully disclosed to Landlord any previous bed bug infestation or issues which Tenant(s) may have experienced or is experiencing.

Any items, including, but not limited to, furniture and clothing, shall be thoroughly inspected for bed bugs or other pest infestation prior to said item being brought into the Apartment or onto the Property.

Tenant(s) shall notify Landlord immediately upon discovering bed bugs or other pest infestation. If Tenant(s) fails to immediately notify Landlord of a discovery of bed bugs or other pest infestation, then Tenant(s) shall be charged the costs of treatment, eradication of the infestation and cleaning of the infested areas of the Apartment or Property. Tenant(s) agrees not to try to treat the Apartment for bed bug or other pest infestation or hire any outside pest control company. Tenant(s) acknowledges that Landlord has the full right to select its own licensed pest control company to perform treatments and cleaning of the Apartment if necessary. Tenant(s) understands that the cost of extermination, and possibly the invasiveness of treatment and extermination, will be greatly reduced if the infestation is reported as early as possible.

Tenant(s) agrees not to hinder, disrupt or prevent Landlord and/or anyone acting at Landlord's direction, from inspecting and/or treating the Apartment or Property. Tenant(s) shall fully, strictly and promptly comply with any instructions/directions given to Tenant(s) by Landlord and/or its pest control company or professional. Tenant(s) shall fully cooperate with Landlord in inspecting the Apartment for possible infestations and/or preparing the Apartment for extermination treatments based upon the instructions provided by Landlord or its pest control professional. Failure to fully cooperate or comply with Landlord's instructions or with Landlord's pest control professional's instructions or failure to provide access to the Apartment for inspection or extermination, given reasonable advance notice to enter for inspection, extermination and/or treatments, shall constitute grounds for termination



of the Rental Agreement and/or eviction. Furthermore Tenant(s) expressly authorizes Landlord, its employees and/or pest control personnel to move any item of personal property within the Apartment to assist in inspection, treatment, prevention or extermination in the event Tenant(s) fails to do so. Tenant(s) hereby waives any claim against Landlord, its employees or pest control personnel for any damages associated with the moving of any item of property for such purposes. [REDACTED]

Landlord reserves the right to charge the cost of treatment, eradication of infestation and cleaning of infested areas to Tenant(s). Said charges include, but are not limited to, the costs associated with additional treatments, rescheduling inspections and/or treatments and eradication of the infestation. Landlord shall notify Tenant(s) in writing as to any charges assessed to Tenant(s). Tenant(s) shall be required to pay said charges within thirty (30) days of receiving said notice. Any such charges may be deducted from Tenant(s) security deposit. Landlord may also terminate the Rental Agreement.

\_\_\_\_\_ Initials: \_\_\_\_\_ Initials:

**28. SMOKE-FREE COMPLEX:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. The term "smoke" or "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. Tenant shall inform Tenant's guests of the no-smoking rules. Further, tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's dwelling. Any outdoor use must be sufficient distance from the building as to not migrate to any other apartments. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or the health of any members of Tenant's household, or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord is put on notice of the presence of tobacco smoke, via agent, personal knowledge, and/or written notice by any tenant.

\_\_\_\_\_ Initials: \_\_\_\_\_ Initials:

**29. MISCELLANEOUS:** This Lease shall be construed in accordance with the laws of the State of Michigan. If and only to the extent that any court of competent jurisdiction determines that any provision of this Lease is invalid, then such holding shall not in any way affect the validity of any other provisions of this Lease.

\_\_\_\_\_ Initials: \_\_\_\_\_ Initials:

**30. NOTICES:** Any notice to Landlord must be sent by certified mail, return receipt requested, to Landlord at:

[REDACTED]

Any bill, statement, notice, demand or communication by Landlord to Tenant, including any notice of expiration or termination of the Term, shall be deemed to be duly given or rendered if in writing and delivered personally to Tenant or deposited in Tenant's mailbox in the Apartment Complex, or sent by first class or certified mail, addressed to Tenant at the Apartment, or left at the Apartment so addressed (or, if prior to the commencement of the Term, addressed to Tenant at Tenant's then current address).

**31. ENTIRE AGREEMENT/NO MODIFICATION:** This Lease constitutes the entire agreement between Landlord and Tenant, and no representations, oral or written, not contained herein or attached hereto, shall bind either party. This Lease may not be altered, amended, changed or modified unless in writing and signed by both parties. Tenant acknowledges that by executing this Lease, Tenant has read this Lease, understands its contents, and has been given a fully executed copy.

\_\_\_\_\_ Initials: \_\_\_\_\_ Initials:

**32. SUCCESSORS:** This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representative, successors or assigns.

Accepted:

\_\_\_\_\_  
Tenant

Date: \_\_\_\_\_

\_\_\_\_\_  
Tenant

Date: \_\_\_\_\_

Waterstone at Village Square, as Landlord

\_\_\_\_\_  
Agent for Landlord

Date: \_\_\_\_\_



**EXHIBIT A**

**RULES AND REGULATIONS**

Tenant and Tenant's family, and their servants, employees, agents, visitors, licensees and invitees, shall observe and comply with the Rules and Regulations set forth below and made a part of this Lease, as the same may be amended, modified or rescinded from time to time, and with such other and further Rules and Regulations as Landlord may from time to time deem necessary and prescribe for the safety, care and cleanliness of the Apartment, the Apartment Complex and the grounds and preservation of good order therein or for the comfort, quiet, convenience and safety of occupants of the Apartment Complex. **Failure of Tenant, Tenant's family, and their servants, employees, agents, visitors, licensees and invitees, to comply with the Rules and Regulations shall constitute a default under this Lease, enabling Landlord to exercise any and all remedies provided at law or under this Lease.** Notice of any such amendment, modification or rescission of such further Rules and Regulations may be given by Landlord by posting or in such manner as Landlord may determine.

**I. NOISE AND CONDUCT**

1. Tenant shall not make or permit any disturbing noises, including screaming or loud arguing, which in the sole discretion of Landlord unreasonably interfere with the rights, comforts or convenience of other tenants. Tenant shall keep the volume of any radio, television, stereo, or musical instrument in the Apartment sufficiently low at all times so as not to disturb other tenants. The volume of noise that constitutes a violation of this rule shall be left to the sole discretion of Landlord. Tenant may not conduct any vocal or instrumental instructions in the Apartment.
2. Tenant shall be responsible and liable for the conduct of its guests. Acts of guests in violation of this Lease or these rules and regulations may be deemed by Landlord to be a breach by Tenant.
3. Tenant agrees to abide by rules and regulations established for use of recreational, health and service facilities provided by Landlord.
4. Entrances, walks, lawns and other public areas shall not be obstructed. No personal belongings may be placed in common areas or about the building. Recreational equipment and toys, such as tricycles, scooters, wagons, etc., will be of size and quantity to permit storage inside the Apartment or garage, if such is available. The use of bicycles, skateboards, roller skates, scooters, etc. will not be permitted at the Apartment Complex or on community streets, walkways, or parking lots.
5. Tenant shall not display any unsightly signs or markings on the Apartment.

**II. CLEANLINESS AND TRASH**

1. The Apartment must be kept clean, sanitary and free from objectionable odor.
2. No littering of papers, cigarette butts, or trash is allowed. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
3. No goods or materials of any kind or description which are combustible or would increase fire risk shall be placed in any storage area. Storage in such area shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall not store gasoline or other combustibles in the Apartment or in any storage area.
4. Garbage is to be placed inside the containers provided. Garbage shall not be allowed to accumulate. Items too large to fit in the trash containers must be disposed of by Tenant and shall not be left beside the trash containers.
5. Any balcony or patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing or other items shall be stored, hung or draped on railings or other portions of the balcony or patio. Unsightly items must be kept out of vision.

**III. MAINTENANCE, REPAIRS AND ALTERATIONS**

1. No screws, anchors or plastic mollies may be placed in the walls, woodwork or any part of the Apartment.
2. Tenant shall make no alterations or improvements to the interior or exterior of the Apartment without written permission from Landlord including but not limited to affixing, hanging, or displaying lights or decorations, satellite hardware, etc. to the exterior of the Apartment without the written permission of the Landlord.
3. Tenant is prohibited from adding, changing or in any way altering the locks in the Apartment without prior written permission from Landlord.
4. All notices and requests for repairs or services by Tenant must be in writing to Landlord. Any maintenance or repair by Landlord (unless emergencies) shall occur during normal business hours.

**IV. LOCKS AND KEYS**

1. [REDACTED]

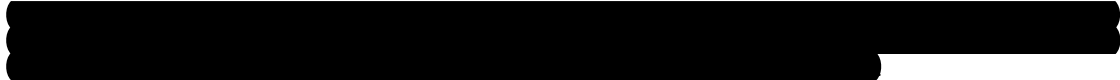
**V. PARKING AND VEHICLES**

1. All vehicles **MUST** be registered with the Rental Office. All guests and extra occupants must park in Visitor Parking.
2. **ALL** vehicles must be operable. Any inoperable vehicle will be towed away at Tenant's expense.

**VI. MISCELLANEOUS**

1. **LIVE CHRISTMAS TREES:** Only artificial Christmas trees are permitted.
2. **WATERBEDS:** Waterbeds are not permitted unless Tenant receives prior written permission from Landlord and presents proof of Renter's Insurance.
3. **OCCUPANTS:** Occupants under 16 are not to be left unattended on any part of the Apartment Complex and are not permitted to loiter or play on the common areas, public driveway or parking areas. Occupants under age 16 must be supervised at all times.
4. **BALCONIES AND PATIOS:** Only patio furniture is permitted to be kept on balconies. No partitions or enclosures of any type and webbing of balcony rail are permitted. Tenant agrees not to place any carpeting or other covering on the patio or balcony. In addition, Tenant agrees that in the event he/she places carpeting or other coverings on the patio or balcony, Landlord, without notice to Tenant, will remove same and Tenant shall remit to Landlord, as additional rent, the sum of One Hundred Dollars (\$100.00) as reimbursement to Landlord for said removal.
5. **CLEANING, RUBBISH:** Dust, rubbish, litter or other items shall not be thrown or emptied from any windows or porches/balconies. All rubbish should be properly disposed of in, but not outside of, the provided dumpsters. Landlord reserves the right to charge Tenant with any additional fee which is assessed to Landlord by the provider of the refuse disposal by reason of incorrect disposal of waste. Do not place large items into compactors or dumpsters; call the office to schedule a special pick-up.
6. **ILLEGAL ACTIVITIES:** Tenant shall not in the Apartment, parking garages, parking lot, maintenance areas, laundry rooms, lobbies and all other common and/or public areas of the building or any part of the Apartment Complex, engage in or permit any drug-related or other criminal activity, or engage in or permit any activity that endangers the health or safety of other residents in Landlord's sole discretion, or engage in or permit any activity that is, in Landlord's sole discretion, otherwise injurious to the community or its reputation. Instances of such conduct shall include, but not be limited to, Tenant's permitting any co-tenant, occupant, member of Tenant's household or family, guest, invitee, or other persons Tenant permits to occupy or use the Apartment, to use, manufacture, purchase, sell or otherwise distribute illegal drugs or illegal drug-related paraphernalia in or about the Apartment. The restrictions contained hereunder are material obligations under the Lease. Landlord's receipt of complaints from other residents or building employees shall be conclusive evidence that Tenant has violated the foregoing restrictions. Violation shall constitute grounds for termination of the Rental Agreement and/or eviction.

7. **LAVATORIES:** The water closets and other waste and drain pipes shall be kept open at Tenant's sole cost and expense and they shall not be used for any purpose other than for that for which they were constructed. No sweeping, rubbish, rags, sanitary napkins, papers, ashes or hair, or any other substance, shall be thrown therein. The cost to repair any damage resulting to said water closets or sanitary sewers from misuse of any nature whatsoever shall be paid by Tenant as additional rent within thirty (30) days of being invoiced.
8. **COOKING AND GRILLING:** There shall be no cooking or baking done within the Apartment, except in the kitchen. Tenant further agrees that it will not operate a charcoal, gas or electric grill or barbecue apparatus within the Apartment. The storage, keeping, or use of gas, charcoal or open burners of any sort (as well as the fuel that they use) or any other cooking device not designated for indoor use is not permitted in the Apartment. All grilling for personal use may only be on the back patio or balcony and must be at least ten (10) feet from the building or fence. Any damage to siding or fence shall be paid by Tenant as additional rent within thirty (30) days of being invoiced.
9. **AWNINGS, SIGNS AND ADVERTISEMENT:** No awning, projection, sign, advertisement, flag, notice or device of any kind shall be placed or permitted to remain upon any part of the Apartment or Apartment Complex, nor shall any article be suspended outside the Apartment or Apartment Complex or placed in the windows or windowsills thereof.
10. **DEFECTS IN PIPES, WIRES AND ROOFS:** Tenant shall immediately give Landlord notice of defects in gas, water pipes or in electrical wires or the leaking of any roof.
11. **WINDOW TREATMENTS:** Tenant shall cover all windows and patio doors in the Apartment with either white or white-lined draperies or curtains.
12. **EXTERMINATING:** Tenant agrees to cooperate with Landlord or its exterminating service, if Landlord provides same. Tenant shall permit Landlord's exterminating service company access to the Apartment for the purposes of spraying, baiting or other type of service deemed necessary by the exterminating service company, to control and/or rid the Apartment of insects, rodents or other pests. Upon notice from Landlord, Tenant shall remove all items from the cupboards, cabinets and drawers in the Apartment, including all food, food products, dishes and other items stored in same, in order to enable the exterminating service company to spray the Apartment. Tenant's failure to so cooperate shall be considered a material breach of the terms of this Lease.
13. **SOLICITATION:** Solicitation of any type is prohibited in the apartment Community.
14. **GARAGES:** Garages are not to be used as living space.
15. **SATTELITE DISH:** Tenant must contact the office prior to installation. Installation must be in accordance with Lease. There is no guarantee of acceptable satellite reception in every unit. Satellite hardware must be mounted on the back patio area only and may not encroach onto the common area. Furthermore no holes may be drilled into the building for any reason. Installed height must not exceed the lip of the gutter.



**Read and Accepted:**

Initial \_\_\_\_\_

Initial \_\_\_\_\_



**EQUAL HOUSING  
OPPORTUNITY**

MICHIGAN GROUP

## AFFIDAVIT OF PUBLICATION

48 West Huron Street • Pontiac, MI 48342

CHARTER TOWNSHIP of YPSILANTI  
7200 S HURON RIVER DRIVE

YPSILANTI, MI 48197-7007  
Attention: Joe Lawson

STATE OF MICHIGAN,  
COUNTY OF WAYNE

The undersigned Barbara L. Street, being duly sworn the he/she is the principal clerk of Washtenaw Now, Washtenaw Now.com, Washtenaw Now.com2, published in the English language for the dissemination of local or transmitted news and intelligence of a general character, which are dully qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

### CHARTER TOWNSHIP of YPSILANTI

#### Published in the following edition(s):

Washtenaw Now	09/04/14
Washtenaw Now.com	09/04/14
Washtenaw Now.com2	09/04/14

Sworn to the subscribed before me this \_\_\_\_\_

Mary Anne Coghlan

Notary Public, State of Michigan  
Acting in County of Wayne

Mary Anne Coghlan  
Notary Public  
State of Michigan

#### Advertisement Information

Client Id: 641381 Ad Id: 367858 My Commission Expires 02-27-2020 Total: \$61.45

#### \*\*PUBLIC HEARING NOTICE\*\*

PD Stage I & II - Final Site Plan Amendment  
CIVIC CENTER BOARD ROOM  
SEPTEMBER 23, 2014  
6:30 P.M.

PLEASE TAKE NOTICE THAT A PETITION HAS BEEN FILED WITH THE YPSILANTI TOWNSHIP PLANNING COMMISSION REQUESTING AN AMENDMENT TO THE PREVIOUSLY APPROVED PD STAGE II FINAL SITE PLAN TO PERMIT THE CONSTRUCTION OF A 415 UNIT MIXED USE RESIDENTIAL DEVELOPMENT. THE PROPOSED AMENDMENT, IF APPROVED WOULD AMEND THE TYPE OF UNITS APPROVED FROM ATTACHED CONDOMINIUMS TO SINGLE FAMILY LOTS WHILE ALSO AMENDING THE APPROVED VILLAS AND DUPLEX CONDOMINIUMS TO THREE AND FOUR-PLEX APARTMENTS. THE REVISED PLAN WOULD ALSO REDUCE THE OVERALL NUMBER OF UNITS FROM 415 TO 395. THE PROPERTY IS LOCATED AT THE PROPERTY DESCRIBED AS:

Majestic Lakes (Tuttle Hill)  
& The Ponds at Lakewood (Textile and S. Huron River Drive)  
Formally known as Lakewood Farms

The Planning Commission invites the public to attend a public hearing on this petition to be held on Tuesday, September 23, 2014 at 6:30 p.m. in the Civic Center Board Room (7200 S. Huron River Drive) to comment or raise objections, if any to this petition.

The file and map are available for inspection at the Township Civic Center in the Office of Community Standards, or call (734) 485-3943 for more information. Please feel free to address written comments to:

Ypsilanti Township Planning Commission  
7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Or by email at: [planning@ytown.org](mailto:planning@ytown.org)

Brenda Brewington, Secretary

Publish September 4, 2014



*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

---

February 13, 2012

Mr. Scott Jacobson  
S.R. Jacobson Companies  
32400 Telegraph Road  
Suite 100  
Bingham Farms, MI 48025

Re: Lakewood Farms – Re-Approval Process

Mr. Jacobson,

On behalf of our entire development team, please allow me to thank you and Mr. Kianicky for attending our development team meeting of February 9, 2012.

As discussed during the aforementioned meeting, please find below an outline of the process necessary to allow the Planning Commission and Board of Trustees to re-approve the development known as "Lakewood Farms".

On August 1, 2006, the Township Board of Trustees approved the PD Stage II and final engineering for the Lakewood Farms Planned Development consisting of the following density and types of units:

- 116 single-family units
- 97 villa detached units
- 130 duplex units
- 72 multiple family residential units
- 254.90 total acres
- 90.15 acres of dedicated open space including the lakes

It should also be noted that per section 1903(5) of the PD review process and approval, this project was granted a density bonus of not more than 20% in exchange for the amount and quality of the provided open space.

As part of the PD State II approval, the following conditions were attached thereto:

- Final approval is contingent upon satisfaction of all conditions specified in the correspondence of OHM of August 1, 2006 regarding Lakewood Farms South.

- All documentation for the Planned Development Agreement and the creation of the condominium and final approval of the PD rezoning ordinance must be prepared by the Township Attorney in cooperation with the applicant for placement on a future agenda of the Township Board for consideration of final rezoning and document approval
- Review of open space by the Township Recreation Director;
- Placement of fish insignias on the storm castings;
- Inclusion of no phosphorus fertilizer requirement in the association by-laws
- Installation of dark sky approved street lighting
- Installation of an aerating device in the detention pond
- Turf repair, irrigation system repair and the installation of any crosswalk improvements that might be required by the WCRC at Harbor Cove.

Per sections 2115(3)(K) and 1923 of the Township Zoning Ordinance should construction and development commence within one year of final approval, then such approval shall continue for a period of five years from the date thereof; provided, however, that a lapse of more than one year in continuous substantial construction and development does not occur, in which event, said approval shall expire. As this project commenced construction more than 5 years ago in addition to sitting idle for approximately 5+ years, the previously approved PD Stage II approval is deemed expired.

With that said, while also taking into consideration the minor changes to the approved plan discussed during our meeting, I recommend the following procedure in order to achieve a new plan approval:

- Submit an application for a revised PD Stage I approval taking into consideration the discussed phasing and product revisions.
  - Submit a draft development agreement for review
  - Submit a proposed phasing plan
  - The Planning Commission makes recommendation to the Board for review and approval. (8 weeks)
- Schedule a preliminary walk-thru with Township Engineering consultant OHM and YCUA representatives to create a punch list of the existing infrastructure. This punch list will also enable OHM to produce an updated pre-construction requirements letter and surety amounts once PD Stage II approval has been granted.
  - An inspection escrow deposit will be required for this service.
- Submit an application for PD Stage II approval for the phase(s) to be constructed within one year of approval.

Lakewood Farms Re-Approval  
February 13, 2012

- The final draft of the development agreement shall be reviewed and approved by the Township Board and Legal Counsel during this phase of review.
- Pre-construction requirements letter will be issued in relation to the requested phase(s). Each phase will receive final PD Stage II approval individually as requested.
- Sureties will be posted for each phases as noted within the pre-construction requirements letter. (12-16 weeks)

I would anticipate this entire process, from submittal of the PD Stage I application through the preconstruction meeting, taking approximately 5 to 7 months to complete.

As I hope was clearly conveyed during our meeting, the Township is willing to be as flexible as possible in order to make this project succeed while meeting the goals and objectives of your company as well as the Township.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Lawson", with a long horizontal flourish extending to the right.

Joseph Lawson  
Planning Director

Cc File  
Brenda Stumbo, Supervisor  
Karen Lovejoy Roe, Clerk  
Larry Doe, Treasurer  
Mike Radzik, OCS Director  
Ron Fulton, Building Director  
Denny McLain, Twp Attorney





## 14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE  
YPSILANTI, MICHIGAN 48197-7099

CRIMINAL/TRAFFIC (734) 483-1333  
CIVIL (734) 483-5300  
FAX (734) 483-3630



**HON. CHARLES POPE**  
DISTRICT COURT JUDGE

**MARK W. NELSON**  
MAGISTRATE

February 9, 2015

Board of Trustees, Charter Township of Ypsilanti

Ladies and Gentlemen,

The 14B District Court is requesting approval as a vendor to the University of Michigan to accept funds in the amount of \$14,920.00 to augment the grant funds previously awarded by the State of Michigan and SCAO to plan for the implementation of a Drug Court Docket. The funds provided by University of Michigan will be utilized as follows

1. To purchase an assessment software that will assist in the determination of eligibility for the drug court;
2. a peer support staff to maintain contact with defendants and to ensure they remain compliant with terms of probations and sentencing;
3. purchase of defendant support items

The University of Michigan is providing this funding through donor funds and thus come to the Court at no cost. The items paid for through this donation will be instrumental in advancing the operation of the drug court docket.

The Court is requesting that the funds in the amount of \$14,920.00 be accepted and added to the 2015 budget. The income and expenditure line items are 236.000.000-688.200 and 236.136.000-802.200 respectively.

Very truly yours,

Mark W. Nelson

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



**Hydro Station**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 544-3690  
Fax: (734) 544-3626  
[www.ytown.org](http://www.ytown.org)

---

# MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Michael Saranen, Hydro Operations

DATE: February 3, 2015

RE: Seeking approval of a professional services contract with Barr

Engineering for Part 12 Inspection for the Ford Lake Dam not to exceed \$24,850.

I am requesting authorization at the February 17th Board Meeting to use the professional services from Barr Engineering Company for the 2015 Part 12 Safety Inspection pending attorney review, and final FERC approval.

The Federal Energy Regulatory Commission (FERC) under CFR Title 18, Part 12, Subpart D, requires that a safety inspection from an independent consultant be performed on the Ford Lake Dam. This inspection is required every five years, including a detailed analysis and report of the structural integrity of the dam, the power house, and the safety-monitoring devices within the structures. This inspection must be conducted independently by a FERC approved engineer.

The 2010 safety inspection was completed by Tor Hansen P.E., Barr Engineering, and was done timely and thoroughly. I have attached Barr's proposal and the resume of Tor Hansen, P.E., for your review and consideration.

The cost of the Part 12 is \$24,850.00 and is budgeted in line item 252.252.000.801.000.

I will be in attendance at the meeting, but if you have questions in the meantime, don't hesitate to call me.



January 28, 2015

Mr. Michael Saranen  
Hydro Operations  
Charter Township of Ypsilanti  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197

**Re: Proposal for Engineering Services for  
2015 Ford Lake Dam FERC Part 12 Consultant Safety Inspection**

Dear Mr. Saranen:

Thank you for retaining us. We will do our best to justify your expression of confidence in us. This letter, together with our Standard Terms (attached) sets forth the Agreement between the Charter Township of Ypsilanti and Barr Engineering Company regarding the 2015 FERC Part 12D safety inspection of Ford Lake Dam.

The scope of professional consulting services we will provide generally includes:

Barr will complete the 2015 Part 12 Consultant's Safety Inspection Report (CSIR) following the FERC Guidelines including the following tasks.

- Kick-off conference call meeting with FERC
- Perform Part 12 Site Inspection including movement monitoring survey and dive inspection of downstream side of spillway and powerhouse.
- Review the most recent CSIR
- Review STID and provide recommendations for updates, in particular the Potential Failure Modes Analysis (PFMA) Report and Dam Safety Surveillance and Monitoring Plan (DSSMP)
- Prepare the CSIR
- Prepare PFMA Supplement

The CSIR will be prepared in accordance with the format and outline provided in Chapter 14, Appendix H, of the FERC Guidelines. We understand that the FERC has requested additional review/comment on the following items. Barr will address these comments as part of the CSIR development.

1. Review piezometer readings and relation to tailwater elevations



2. Review piezometer data from May 2011 event seek relation between piezometer data and river levels
3. Review historic data on 1968 Geddes Dam failure and effect on Ford Lake Dam operations at the time (Note: this may be difficult to evaluate and provide comment in the CSIR)
4. Review PFMA report and possibly add new PFMs.
5. Dive inspection to include drain outlets.
6. Discuss operation experiences including Gate 4 malfunction and power outages

The inspections, evaluations, and reports will be conducted by or under the direct supervision of the FERC-approved independent consultant.

In addition, the Independent Consultant will also perform an audit of the Township's Owner Dam Safety Program (ODSP) and provide a written summary letter separate from the CSIR.

**Tor Hansen, P.E.** is the proposed independent consultant for this project. He has more than 21 years of engineering experience related to dam safety projects and was the facilitator for the 2006 Ford Lake Dam PFMA exercise and was the Independent Consultant for the 2010 report.

We will review the most recent Consultant's Safety Inspection Report (CSIR) (2010) for the dam as well as review the Supporting Technical Information Document (STID). We will build on the current CSIR and Potential Failure Mode Analysis (PFMA) reports, verifying the assumptions, methods, and conclusions of those works, as well as establishing the current conditions for comparison and verification. We will provide comment in our CSIR which re-classifies the potential failure modes outlined in the PFMA report as requested by FERC (if any). We will also develop new potential failure modes in consultation with the Township and FERC (if any). Previous evaluations including stress evaluations, spillway capacities, stability analyses, and liquefaction analyses will be reviewed to verify that the assumptions and general configuration are still relevant, and that FERC criteria and guidance has not changed the methodology or evaluation of the results. New analyses will not be completed unless requested by the Township. Any new analyses will be completed under a negotiated time and expense addition to the base contract amount. However, Barr does not anticipate the need for any new analyses.

Field investigations for the Part 12 report will include a site inspection, along with a dive inspection of the downstream apron and toe of the spillway and powerhouse, and a movement monitoring survey. No other investigations, borings, or laboratory testing are planned.

**Part 12 Plant Field Inspection** – The plant will be inspected to review the condition of the project facilities and evaluate the project for visible deficiencies. Observation of a representative number of spillway gates will be included as part of the inspections in accordance with FERC requirements. It is assumed that the Township will provide staff to operate the gates during the site inspection. Township operation and maintenance staff will be interviewed during the inspections to document the operating procedures and better understand the facilities. Areas that have been identified in previous inspection

reports as having deficiencies will be reviewed in greater detail, as well as areas that we have observed at other facilities that typically exhibit structural deterioration and wear. Areas related to the Potential Failure Modes as outlined in the PFMA reports will also be reviewed in greater detail.

Barr will also conduct a dive inspection of the downstream apron in lieu of soundings. Barr will work with Gerace Construction of Midland, Michigan to perform the dive inspection and prepare a dive inspection report with video. The dive inspection may occur during different days than the Part 12 site inspection. The passage of water through the powerhouse and through the spillway will need to be coordinated with the Township during the dive inspection to provide safe conditions to perform the dive inspection.

Barr will also conduct a movement monitoring survey of the eight (8) monitoring points on the spillway piers. Barr will work with Core Land Consulting of Southfield, Michigan to perform the survey. We will also have them survey piezometer standpipe elevations to confirm datum. The survey may occur during different days than the Part 12 site inspection.

The Part 12 field inspection is assumed to be a one day exercise to be coordinated with the Township and FERC. If FERC or the Township request additional field time, this would be a change to the scope of work.

**Review of STID and Engineering Evaluations** – Engineering evaluations performed for previous inspections and included in the STID will be reviewed and evaluated to determine if the conclusions and assumptions for those evaluations are still valid. Specific evaluations included for review in this scope of work include the following items as applicable and as included in the STID for the facility. If these specific evaluations are not included in the STID, then these evaluations will not be completed. If other evaluations exist in the STID, then these other evaluations will also be reviewed.

- Stress Evaluation – Stress analyses of concrete components previously analyzed for the facility will be reviewed according to the guidelines of the Corps of Engineers EM-1110-2-2104 *“Strength Design for Reinforced Concrete Hydraulic Structures.”* The evaluation will incorporate the findings of previous concrete investigations, and testing programs as well as any modifications made to the structures since the last CSI report.
- Spillway Capacity Evaluation – For the purposes of this proposal, Barr assumes the PMF to be complete and there is no PMF work required as part of this work. If FERC requests additional work required with the Part 12, then this would be a change in scope. Barr will review the existing spillway discharge capacity for the project based on the current configuration in accordance with the FERC Guidelines. The discharge capacity will be evaluated along with the PMFs and dam break analyses to determine the adequacy of the project’s discharge structures.
- Spillway Stability Analysis – Spillway stability analyses will be reviewed in accordance with the FERC Guidelines. The spillway stability review will include load cases as required by FERC.

- Powerhouse Stability Analysis – Powerhouse stability analyses will be reviewed accordance with the FERC Guidelines. The powerhouse stability review will include load cases as required by FERC.
- Earth Embankment Liquefaction Analyses– The earth embankment analyses will be reviewed for in accordance with FERC Guidelines. The review will include load cases as required by FERC.

The cost for reviewing these analyses as they appear in the STID is included in our proposed price. Engineering evaluations not included in the STID will not be reviewed. If it is determined that conditions have changed which significantly affect these analyses or if these analyses are found to be in error, recommendations for correction will be made in our report. Completing STID revisions is not included under this scope of work. If the Township requests review of other engineering evaluations not included in the STID or if the Township requests updated evaluations, the costs for new analyses will need to be negotiated as a change to the scope of the project.

As part of the STID review, Barr will also review and evaluate the PFMA report and we will incorporate new potential failure modes into the CSI report should any new potential failure modes be discovered. We will also prepare a PFMA supplement or revised PFMA report depending on scope of revisions.

Finally, as part of the STID review, Barr will review and evaluate the DSSMP. We will provide recommendations for improvement and update the DSSMP for the monitoring that pertains to the revised potential failure modes as well as any new potential failure modes provided in the CSIR.

We understand that review or updating the Dam Safety Surveillance Monitoring Reports (DSSMR) is not included under this scope of work.

**Administration and Report Preparation** – The proposed scope and budget include time for project management, administration, and communications. This includes telephone calls and correspondence related to scheduling inspections, requesting and reviewing project data, communication of project progress, monthly status reports, monthly billing statements and billing summaries, and general communication with the Township and the FERC as necessary.

The CSI reports will be prepared in accordance with the format and outline provided in Chapter 14, Appendix H, of the FERC Guidelines. Wherever possible, portions of the previous Part 12 reports or Addenda will be copied in their entirety into the new report.

Three (3) draft copies of the reports will be submitted to the Township for review. Eight (8) copies of the final report will be submitted to the Township. Barr proposes to complete the proposed scope of work above by December 13, 2015.

This Agreement will be effective for the duration of the services or until December 31, 2015, whichever comes first, unless earlier terminated by either you or us. We will commence work upon receipt of a copy of this letter signed by you. The estimated schedule for the services is to perform the dam inspection



during early summer 2010, and complete the reports by December 1, 2015. We will inform you of our progress by monthly progress reports included with our invoices.

For the services provided, you will pay us according to the attached Standard Terms. We will bill you every four weeks. The cost of the services will not exceed \$24,850 without prior approval by you.

We understand Mr. Michael Saranen will have the authority to direct us. We will direct communications to Mr. Michael Saranen at the address on this letter. Direction should be provided to Mr. David Hibbs at the letterhead address and at (734)-922-4437.

If this Agreement is satisfactory, please sign the enclosed copy of this letter in the space provided, and return it to us. This Agreement will be open for acceptance until June 30, 2015, unless earlier withdrawn by us.

BARR ENGINEERING COMPANY

By \_\_\_\_\_

Its Vice President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

CHARTER TOWNSHIP OF YPSILANTI

By \_\_\_\_\_

Its \_\_\_\_\_

Attachments

Standard Terms—Professional Services



# Fee Schedule—2015

Rev. 01/01/15

Description	Rate* (U.S. dollars)
Principal .....	\$145-295
Consultant/Advisor .....	\$155-250
Engineer/Scientist/Specialist III.....	\$125-150
Engineer/Scientist/Specialist II.....	\$95-120
Engineer/Scientist/Specialist I.....	\$65-90
Technician III.....	\$125-150
Technician II.....	\$95-120
Technician I.....	\$50-90
Support Personnel II .....	\$95-150
Support Personnel I .....	\$50-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

Reimbursable expenses including, but not limited to, the actual and reasonable costs of transportation, meals, lodging, parking costs, postage, and shipping charges will be billed at actual cost. Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules. Mileage will be billed at the IRS-allowable rate.

Principal category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g. engineers, geologists, and landscape architects), and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

\*Rates do not include sales tax on services that may be required in some jurisdictions.



## STANDARD TERMS—PROFESSIONAL SERVICES

Our Agreement with you consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

### Section 1: Our Responsibilities

- 1.1 We will provide the professional services (“Services”) described in this Agreement. We will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.
- 1.2 We will select the means, methods, techniques, sequences, or procedures used in providing our Services. If you direct us to deviate from our selections, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.
- 1.3 We will acquire all licenses applicable to our Services and we will comply with applicable law.
- 1.4 Our duties do not include supervising your contractors or commenting on, supervising, or providing the means and methods of their work unless we accept any such duty in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings.
- 1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.
- 1.6 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should add a contingency.
- 1.7 The information you provide to us will be maintained in confidence except as required by law.

### Section 2: Your Responsibilities

- 2.1 You will provide access to property as required.
- 2.2 You will provide us with prior reports, specifications, plans, changes in plans, and information about the project which may affect the delivery of our Services. You will hold us harmless from claims, damages, and related expenses, including reasonable attorneys’ fees, involving information not timely called to our attention or not correctly shown on documents you furnished to us.
- 2.3 You agree to provide us with emergency procedure information and information on contamination and dangerous or hazardous substances or processes we may encounter in performing the Services.
- 2.4 You agree to hold us harmless as to any claim that we are an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials.
- 2.5 Site remediation services may involve risk of contamination of previously uncontaminated air, soil, or

water. If you are requesting that we provide services that include this risk, you agree to hold us harmless from such contamination claims, damages, and expenses, including reasonable attorneys’ fees, unless the loss is caused by our negligence.

- 2.6 You agree to make disclosures required by law. If we are required by law or legal process to make such disclosures, you agree to hold us harmless and indemnify us from related claims and costs, including reasonable attorneys’ fees.

### Section 3: Reports and Records

- 3.1 We will retain analytical data relating to the Services for seven years and financial data for three years.
- 3.2 Monitoring wells are your property and you are responsible for their permitting, maintenance and abandonment unless we accept that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials at your expense.
- 3.3 Our reports, notes, calculations, and other documents, and our computer software and data are instruments of our Services, and they remain our property, subject to a license to you for your use in the related project for the purposes disclosed to us. You may not use or transfer our reports to others for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, and expenses, including reasonable attorneys’ fees, arising out of any unauthorized transfer or use.
- 3.4 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic media format, you accept exclusive risk relating to long-term capability, usability, or readability of documents, software application packages, operating systems, and computer hardware.
- 3.5 If you do not pay for the Services in full as agreed, we may retain reports and work not yet delivered to you and you agree to return to us our reports and other work in your possession or under your control. You agree not to use or rely upon our work for any purpose until it is paid for in full.

### Section 4: Compensation

- 4.1 You will pay for the Services as agreed upon or according to our then current fee schedules if there is no



other written agreement as to price. An estimated cost is not a firm figure unless stated as such and you should allow for a contingency in addition to estimated costs.

~~4.2 You agree to notify us of billing disputes within 15 days and to pay undisputed portions of invoices within 30 days of invoice date. For balances not paid under these terms, you agree to pay interest on unpaid balances beginning 10 days after invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.~~

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of the terms of our Agreement and we agree to extend credit to that person.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if the project conditions or the scope of work change, or if the standards change, we will receive an equitable adjustment of our compensation.

4.6 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to payment otherwise due us.

#### **Section 5: Disputes, Damage, and Risk Allocation**

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party's representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.

5.2 We will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital. Each of us waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.

5.3 We will not be liable for damages unless you have notified us of your claim within 30 days of the date of your discovery of it and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages, and unless suit is commenced within two years of the earlier of the date of injury or loss and the date of completion of the Services.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This

increased fee is not the purchase of insurance.

5.5 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, we may terminate all of our duties without liability to you or to others.

5.6 If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorneys' fees.

5.7 The law of the state in which the project site is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have any individual liability for his or her acts or omissions and you agree not to make any claim against individual employees.

#### **Section 6: Indemnification**

6.1 Each of us will indemnify and hold harmless the other from and against demands, damages, and expenses to the comparative extent they are caused by the negligent acts, omissions, or breach of contract of the indemnifying party or of those others for whom the indemnifying party is legally responsible.

6.2 To the extent that may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

#### **Section 7: Miscellaneous Provisions**

7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

7.2 This Agreement is our entire agreement, and it supersedes prior agreements. Only a writing signed by both of us making specific reference to the provision modified may modify it.

7.3 Neither of us will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.

7.4 A writing may terminate this Agreement. We will receive an equitable adjustment of our compensation if our work is terminated prior to completion as well as our fees and expenses on the basis agreed upon through the effective date of termination.

7.5 We will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, religion, age, marital status, affectional preference, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a specially disabled, Vietnam-era, or other eligible veteran. We will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Our actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.

*End of Standard Terms*

**Experience**

Mr. Hansen has 21 years of experience related directly to the investigation, design, and construction of dams. Since joining Barr Engineering Company in 1993, Mr. Hansen has been the project manager and/or design engineer for a wide variety of structural, water resource, and geotechnical engineering projects. These projects have involved dams, foundations, slope stability, coastal engineering, and water control structures. Mr. Hansen has extensive experience in structural analysis and design for rehabilitation and modifications of hydroelectric facilities, dams, harbor channel revetments and breakwaters, foundations, and water control structures.

A summary of his dam-related experience since the year 2000 includes the following: (Previous year's data has been removed herein, but has been provided previously and is available if necessary).

**2000**

- **Mio Dam – Mio, Michigan—Consumers Energy**

Provided engineering support during construction and project management. Also provided part-time on-site construction observation

- **Alcona Dam – Alcona County, Michigan—Consumers Energy**

Provided engineering support during construction and project management. Also provided part-time on-site construction observation

- **Horicon – Fond du Lac, Wisconsin—US Fish and Wildlife Service**

Lead design engineer for gated water control structure. Work included site layout; reinforced concrete apron, wall, and pier design; reinforced concrete bridge design; seepage analysis; design of steel sheet pile cutoff walls; design of vertical steel sluice gates and operating system; and design of steel walkway.

**2001**

- **Webber Dam – Ionia, Michigan—Consumers Energy**

As member of FERC Part 12 report project team evaluated stability and stresses for spillway and powerhouse. Evaluated gate stresses for conformance with FERC guidelines following Folsom Dam gate failure.

- **Croton Dam – Newaygo, Michigan—Consumers Energy**

As member of FERC Part 12 report project team evaluated stability and stresses for spillway and powerhouse. Evaluated gate stresses for conformance with FERC guidelines following Folsom Dam gate failure.

- **Sanford Dam – Midland, Michigan—Wolverine Power**

Tor Hansen, (cont.)

As member of FERC Part 12 report project team evaluated gate stresses for conformance with FERC guidelines following Folsom Dam gate failure

- **Kingsford Dam – Kingsford, Michigan—WE Energies**

Project manager and design engineer for new spillway tainter gates. Work included design of new gates and engineering support during construction.

- **5-in-1 Dam – Cedar Rapids, Iowa—City of Cedar Rapids**

Project manager and designer for City of Cedar Rapids, 5 in 1 Dam Rehabilitation Project. Work included design and preparation of plans for concrete rehabilitation, new concrete apron, steel stop logs, seal replacement, gate sandblasting and painting, mechanical refurbishment of hoisting equipment, and electrical upgrades

- **Two Rivers Harbor– Two Rivers Harbor, Wisconsin—US Army Corps of Engineers**

Lead design engineer for Army Corps of Engineers' revetment modification. Work included design of bin-style double sheet pile wall pier along with an anchored sheet pile retaining wall for the revetment with a reinforced concrete apron.

- **Superior Entry– Duluth, Minnesota—US Army Corps of Engineers**

Lead design engineer for Army Corps of Engineers' Superior Entry Revetment Rehabilitation. Work included design of anchored sheet pile structure at entry to Duluth/Superior Harbor on Lake Superior and preparation of design report.

**2002**

- **Fox River Dams– Fox River, Wisconsin—US Army Corps of Engineers**

Lead design engineer for Army Corps of Engineers' Fox River Dams Rehabilitation Project. Work included design of repairs to 9 similarly constructed reinforced concrete dams along the Fox River. Structures included overflow spillway sections and tainter gate sections.

- **Croton Dam – Newaygo—Consumers Energy**

Project manager and designer for intake headgate steel frame

- **Kingsford Dam – Kingsford, Michigan—WE Energies**

As project manager and designer, provided engineering construction support during installation of new tainter gates

- **Kingsford Dam – Kingsford, Michigan—WE Energies**



**Tor Hansen, (cont.)**

As project manager worked directly with FERC approved independent consultant to inspect, evaluate, and prepare Part 12 report for Kingsford Dam

- **Rapidan Dam – Blue Earth County, Minnesota—Blue Earth County**

As project engineer performed inspection of dam and developed conceptual repair design

- **5-in-1 Dam – Cedar Rapids, Iowa—City of Cedar Rapids**

As project manager, provided engineering construction support during construction of the 5-in-1 Dam rehabilitation project. Project construction was in 2002 and 2003.

**2003**

- **Morehouse Park Dam – Owatonna, Minnesota—Dam Preservation Corporation**

As project manager and designer, provided conceptual design for repair of dam

- **5-in-1 Dam – Cedar Rapids, Iowa—City of Cedar Rapids**

As project manager, provided engineering construction support during construction of the 5-in-1 Dam rehabilitation project

- **Webber Dam – Ionia, Michigan—Consumers Energy**

Project manager and designer for intake headgate steel frame

- **Nelson Lake Dam – Center, North Dakota—Minnkota Power Cooperative, Inc.**

Project manager for Nelson Lake Dam rehabilitation project. Provided inspection, design, plans, and specifications for construction. Also provided engineering support during construction. Work included installation of earth embankment toe sand drain and drain pipe, installation of drainage trench, construction of earth embankment toe berm, spillway outlet riprap filter installation, and outlet spillway grouting.

- **Mio Dam – Mio, Michigan—Consumers Energy**

Project engineer for 2003 Mio Part 12D report project. Worked closely with approved independent consultant, licensee, and facilitator to complete Part 12D report, Potential Failure Mode Analysis (PFMA) report, and Supporting Technical Information (STI) document. In conjunction with independent consultant, completed field inspection for Part 12, completed field inspection for PFMA, and participated in PFMA data review and meetings. Prepared above reports with independent consultant.

**2004-2005**

- **Morehouse Park Dam – Owatonna, Minnesota—Dam Preservation Corporation**

As project manager and designer, provided design for Morehouse Park Dam Modification Project. Work included developing plans and specifications for spillway modifications and bypass channel.

- **St. Croix Falls Inspection Report**

As engineering consultant, completed inspection and report for Xcel Energy's St. Croix Falls Hydroelectric Project similar to FERC Part 12 report. Facility is not FERC regulated, but is regulated by the State of Wisconsin.

- **FERC Approved Consultant for Consumers Energy Part 12 Reports**

Work included serving as Independent Consultant for three Consumers Energy projects including Foote, Cooke, and Five Channels Hydroelectric projects.

- **Rogers Dam PMF Modifications**

Design engineer and project manager for study and modifications to Consumers Energy Rogers Hydroelectric Project to increase spill capacity to pass PMF. Work is ongoing.

**2005-2006**

- **FERC Approved Consultant for Consumers Energy Part 12 Reports**

Independent Consultant for FERC Part 12 Inspection Reports, including Supporting Technical Information Document preparation, and Potential Failure Mode Analysis process and report completion for several hydroelectric projects including: Consumers Energy Foote, Cooke, and Five Channels Hydroelectric Projects. Upper Peninsula Power Company's Hoist and McClure Hydroelectric Projects. Also served as PFMA facilitator on several hydroelectric projects including Consumers Energy Webber and Croton hydroelectric projects and Township of Ypsilanti Ford Lake Dam hydroelectric project.

**2005-2007**

- **Hodenpyl Dam Spill Tube Gate Replacement**

Engineer of record, project manager, and designer for Consumers Energy Hodenpyl Hydroelectric Project spill tube headgate replacement project. Work included design and preparation of plans for construction of six steel vertical slide gates under 65-feet of headwater. Design included retrofitting existing structure with vertical rails to accommodate new roller gates. The

**Tor Hansen, (cont.)**

gates were designed with low friction wheels and seals to overcome high normal forces on the gate using gravity loads only. Work also included design of cofferdam stoplogs and strengthening existing stoplog slots for dewatering 65-feet of headwater.

**2008-2014**

- **Cooke Dam PMF Modifications**

Design engineer and project manager for study and modifications to Consumers Energy Cooke Hydroelectric Project to increase spill capacity to pass PMF.

- **Lake Bronson Dam**

Project manager for Lake Bronson Dam Feasibility study for the Minnesota Department of Natural Resources. Work included evaluating options for repair of the 80 year old concrete spillway and earth embankment. As manager he oversaw the conceptual plan development, hydraulic modeling, geotechnical evaluations, and structural modifications. He also prepared and executed public meeting presentations and developed project cost estimates. Study was completed in November of 2008.

- **McClure Penstock Replacement Project**

Project engineer and senior technical resource for structural engineering related to the design and replacement of approximately 13,000 feet of seven foot diameter steel penstock at Upper Peninsula Power Company's McClure Hydroelectric plant.

- **St. Croix Falls Hydroelectric Dam Safety Inspection**

Performed Part 12 like dam safety inspection and prepared report as well as developed separate report on engineering repair options for various dam components including crest gates, spillway overlay, tailrace concrete repairs, and powerhouse substructure concrete repairs and cofferdam. Facility is a non-FERC regulated hydroelectric plant on the St. Croix River which is owned by Xcel Energy. Wisconsin DNR has jurisdiction over dam safety issues.

- **Otter Tail Power Company Dam Safety Consultant**

Consulting engineer for Otter Tail Power Company as their dam safety engineer since 2007. Work has included providing consulting engineering services related to the inspection, operation, and maintenance of six hydroelectric plants in Fergus Falls and Bemidji, Minnesota. Projects have involved concrete repairs, embankment stabilization, dam safety monitoring, FERC inspections, stability analyses, and construction support.



Tor Hansen, (cont.)

- **We Energies Multiple Hydro Projects**

Since 2010 has been the principal-in-charge on numerous tainter gate and head gate replacement projects for We Energies. Work has included a variety of cofferdam design, steel bulkhead design, hoist design, and vertical gate and radial gate design at numerous facilities. No all designs applicable to all facilities, but the facilities where design has been completed include; White Rapids, Chalk Hill, Twin Falls, Way, Lower Paint, Michigamme, Brule, and Big Quinnisac hydroelectric projects.

- **Consumers Energy Hydro Projects 2008 to 2014 (not including Part 12s)**

As principal-in-charge or project manager the following projects have been completed for Consumers Energy during this period, work has included development of plans, specifications, and reports for FERC review.

- Mio Corewall Repairs
- Mio Cofferdams
- Mio Spillway Right Retaining Wall Repairs and Fishing Dock
- Alcona PMF Study and Emergency Spillway Options Study
- Foote Right Downstream Bank Repairs
- Hardy Dam boils investigation
- Loud Dam Right Embankment Seepage Investigation
- Cooke Dam Powerhouse Retaining Wall Repairs
- Five Channels Powerhouse Stability
- Calkins Bridge Embankment Stability Repairs and Berm Design
- Webber Dam Spillway Apron Repairs
- Webber Flap Gate Spillway Cofferdam
- Webber Dam Corewall Raise and Flap Gate Replacement
- Croton Dam Spillway Apron Repairs
- Croton Right Spillway Retaining Wall Emergency Repairs
- Tippy Dam Spillway Log Chute Repairs
- Rogers Dam Spillway Apron and Retaining Wall Repairs
- Hodenpyl Left Embankment Filter Blanket
- Ludington Pumped Storage Plant (confidential work)
- STID and SMP updates at 12 hydro plants

- **FERC Approved Consultant for Part 12 Reports**

Independent Consultant for FERC Part 12 Inspection Reports for several hydroelectric projects including: Consumers Energy Ludington Pumped Storage Plant, Allegan Dam, Croton Dam, Webber Dam, Tippy Dam, Cooke Dam, Mio Dam, Foote Dam, Hodenpyl Dam, Rogers Dam, and Hardy Dam; Ypsilanti Township Ford Lake Dam, Boise LLC, International Falls Hydro Plant, and Xcel Energy Big Falls Dam.

**Tor Hansen, (cont.)**

<b>Education</b>	B.A., Physics, St. Olaf College, 1992 B.S., Civil Engineering, Washington University in St. Louis, 1993
<b>Related Cont. Education</b>	“Preventing Building Design and Construction Failures.” University of Wisconsin, Madison. 1995. “Repair of Concrete.” University of Wisconsin, Madison. 1996. “Planning and Engineering Dam Projects.” University of Wisconsin, Madison. 1998. “Spillway Gates: A Critical Aspect of Dam Safety.” Federal Emergency Management Agency Seminar, 1999. ASDSO Annual Conference Seminars, September 2003 and September 2014 ASDSO Southeast Regional Conference, Dam Safety – April 2008 USSD Annual Conference 2010 to 2014 FERC RIDM Level 1 and 2 Training
<b>Registration</b>	Professional Engineer: Iowa, Indiana, Minnesota, Michigan, Missouri, Nebraska, North Dakota, Kansas, Ohio, and Wisconsin
<b>Memberships</b>	ASCE, ASDSO, USSD

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



**Hydro Station**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 544-3690  
Fax: (734) 544-3626  
www.ytown.org

---

**TO:** Charter Township of Ypsilanti Board of Trustees

**FROM:** Michael Saranen, Hydro Operator /  
Manager Jeff Allen, Residential Services  
Director

**DATE:** February 6, 2015

**RE:** Board Approval to Replace Generator #1 turbine, Wicket Gates  
& Hardware for \$ 374,102, budgeted in #252.252.000.976.000

I am requesting to waive the financial policy and authorize repairs to the Hydro Station's small generator. This project can be funded in 252.252.000.976.000 with additional funds from a budget amendment from Fund 252 prior year fund balance.

A routine inspection in late 2014 of runner #1 and hardware found multiple cracks in the buckets along with numerous pin holes and cavitation damage. This runner is original to the station (1932) and critical to lower flow operation.

We feel replacing the old runner with new one is a better option versus repairing the existing one. Our rationale for this is as follows: our records show that this runner had repairs done 30 years ago to fix cracks where the buckets meet the lower band. In order to get a thorough understanding of the repairs needed, the runner would need to be removed and sent to a repair facility for a detailed inspection. This would necessitate an extended downtime period and an additional loss of revenue.

I also am recommending that the wicket gates be replaced along with all associated control parts. The wicket gates are at the end of their life, and replacing these parts now should prevent another overhaul in the very near future. The wicket gates will need to be removed in order to repair or install the new runner.

Last year, the Board approved a similar repair on the large unit. This type of work requires expertise on the mechanics of hydro generators. I am proposing to "single-source" this work to Padnos Leitelt of Grand Rapids, Michigan for disassemble and re-assemble of the turbine and hardware. Our experience with them from last year, tells us they are very proficient and do exceptional work, as well as being a State of Michigan company. They also are a "build to fit" type of company for all the control parts.

Composite Industrial Group will coat the new parts like we did with the large unit. Their treatment on the larger unit last year proved very fruitful in that it increased the Kw by 8% (100 Kw). In addition, the James Luffel Company will build and deliver a new runner in about 5 months in time for a late summer start.

In order to comply with OSHA we will need to provide stand-by rescue during confine space entries.



Generator #1 Rebuild Project breakdown for parts and services are as outlined:

James Luffel Company -

➤ Parts -

- 1- Vertical Turbine developing 985 HP at 225 rpms under 35ft of head with a flow of 350 cfs.

Not to Exceed \$ 62,600.00

Padnos Leitelt -

➤ Parts- Task #1

- 25 pc. Gate Links, Cast iron bronze-bushed
- 21 pc. Gate Pins, Stainless Steel
- 21 pc. Gate Ring Pins, Stainless Steel
- 21 pc. Gate Ring Pin Jam Nut, Stainless Steel
- 21 pc. Gate Bolts, Stainless Steel
- 21 pc. Gate Bolt Bushings, Stainless Steel
- 21 pc. Lock Nuts, Bronze
- 4 pc. Connecting Rod Pins, Stainless Steel (2-pins to be equipped with locking nuts)
- 21 pc. Wicket Gates w/bronze bushings, Cast Ductile Iron
- 21 pc. Wicket Gate Pivot Washers, Stainless Steel
- 21 pc. Gate Bolt Bushing Lock Plates
- 2 pc. Adjustable Connecting Rods

➤ Labor- Task #2

- Disassemble and re-assemble of the turbine and hardware
- Alignment

Cost for Task 1 & 2 and insurance & bonding \$ 190,115.00

Composite Industrial Group -

➤ Labor and Equipment-

- Clean, prep, & apply 10-16 mill coating

➤Material

- Belzona 1341 & 1311, blasting media

Not to Exceed \$ 28,587.00

Hydro Chem -

➤Labor and Equipment (time and material)

- Pit cleaning and confine space standby rescue

Projected cost \$ 44,000.00

Contingency -

\$ 48,800.00

---

Total Project Budget

\$ 374,102.00

It is recommended that a contingency amount of approximately 15% be available to be able to address any matters that are found during the project.

I plan on attending the meeting to discuss this matter with the Board. If you have any questions on this matter please contact me.



Wicket Gate- showing a hole in the outer membrane



Runner- showing 1 of 2 holes in the buckets



Runner- Showing pin holes that are forming



Runner- showing 2 of multiple cracks in bucket

# Padnos Leitelt, Inc.

2301 TURNER NW  
GRAND RAPIDS, MI 49544  
Phone (616) 363-3817 Fax (616) 363-4081

February 5, 2015

Attention: Michael Saranen  
Charter Township of Ypsilanti  
Ford Lake Dam  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

## **Subject: Pricing to Rebuild Unit # 1 at the Ford Lake Hydro Plant**

Dear Michael:

We are pleased to submit this revised proposal for your review and consideration.

### **Work Description-Task #1:**

Supply material and labor to manufacture the following components as listed per your prior RFP:

- 25 pc. Gate Links, Cast iron bronze-bushed
- 21 pc. Gate Pins, Stainless Steel
- 21 pc. Gate Ring Pins, Stainless Steel
- 21 pc. Gate Ring Pin Jam Nut, Stainless Steel
- 21 pc. Gate Bolts, Stainless Steel
- 21 pc. Gate Bolt Bushings, Stainless Steel
- 21 pc. Lock Nuts, Bronze
- 4 pc. Connecting Rod Pins, Stainless Steel (2-pins to be equipped with locking nuts)
- 20 pc. Wicket Gates w/bronze bushings, Cast Ductile Iron
- 21 pc. Wicket Gate Pivot Washers, Stainless Steel

**Cost for Above Work ..... \$54,000.00**

### **Additional Task # 1 Work:**

- 1 pc. Spare Wicket Gate ..... \$1,785.00
- 21 pc. Gate Bolt Bushing Lock Plates ..... \$1,850.00
- 2 pc. Adjustable Connecting Rods (Identical to Unit # 2) ..... \$6,400.00

**Total for Task # 1 ..... \$64,035.00**

-Continued-



**Work Description-Task #2:**

Provide labor and equipment to completely disassemble the turbine components as listed above in Task # 1 along with following additional turbine components:

**Disassembly:**

- Pit Cover & Packing Housing
- Turbine Guide Bearing & Bearing Housing
- Turbine Extension Shaft
- Operating Ring
- Turbine Case Top and Bottom Plates
- Guide Vanes
- Runner

All of the above components will be placed on Level # 1 for inspection. (Note- If for some reason we cannot place the runner on Level # 1, we will set the runner on supports on Level # 3).

**Inspection:**

Perform a detail inspection of turbine case components and runner. Prepare an inspection report and a list of additional recommended repairs if any.

**Re-Assembly:**

Prep work area for acceptance of new parts and provide labor and equipment to assemble the turbine components as listed above in Task # 1 along with the additional components:

- Runner
- Turbine Case Top and Bottom Plates
- Guide Vanes
- Operating Ring
- Turbine Extension Shaft
- Turbine Guide Bearing & Bearing Housing
- Pit Cover & Packing Housing

-Continued-

**Re-Assembly Cont.:**

**Turbine Shaft Alignment:**

As part of the re-assembly process, we plan on performing an alignment of the Turbine Shafts and Runner. The alignment will consist of checking the Turbine Shafts for plumb and making minor adjustments to obtain plumb.

**Final Checks and Adjustments:**

- Check and confirm easy operation of Wicket Gates prior to installation of link pins.
- Cycle gate hydraulic system, check and adjust Wicket Gate closure.

**Cost for Task # 2 Work ..... \$120,100.00**

**Bonding and Additional Insurance Coverage:**

Based upon the requirements for the work on Unit # 2, we are assuming that this project will need to be bonded and also will require Owners Protective Liability Coverage; therefore we are including these costs into this project.

**Bonding and Owners and Contractors Protective Liability Coverage @ Cost ..... \$5,980.00**

**Pricing Schedule:**

<b>Price for Task #1 .....</b>	<b>\$64,035.00</b>
<b>Price for Task #2 .....</b>	<b>\$120,100.00</b>
<b>Bonding and Additional Insurance Coverage @ Cost .....</b>	<b><u>\$5,980.00</u></b>
<b>Grand Total</b>	<b>\$190,115.00</b>

**Potential Issues With Turbine Shaft Alignment:**

Per our recent telephone conversation, we had discussion on potential issues we may encounter with the turbine shaft alignment. If for some reason we find that we cannot obtain an acceptable shaft alignment with some minor adjustments. There exists the possibility we may be required make modifications to the turbine shaft intermediate bearing/and or bearing housing. We may even have to go as far as moving the generator on its mounting pad or even disassembling portions of the generator and making additional modifications.

Per your request we have compiled the following estimates. Please keep in mind that these costs are our only best estimates of what we may encounter. Upon disassembly and inspection, we may find that the construction of these components may require a different scope of work, or that additional work may be required. Therefore, these cost estimates are not conclusive and are subject to change.

**Turbine Shaft Intermediate Guide Bearing Modifications:**

- Provide labor and equipment to remove Intermediate Bearing.
- Elongate bearing housing mounting holes.
- Provide labor and equipment to install Intermediate Bearing

Cost ..... \$8,500.00

**Move Generator and/or Remove & Modify Lower Generator Guide Bearing:**

- Provide labor and equipment to move generator on its mounting pad.
- Provide labor and equipment to disassemble flywheel and lower to floor, remove generator guide bearing.
- Elongate bearing flange mounting holes.
- Provide labor and equipment to install generator guide bearing and install flywheel.

Cost ..... \$22,000.00

**Charter Township of Ypsilanti to be Responsible for Providing the Following:**

- Turbine Shaft and Gate Shaft Packing.
- Sealant for the Pit Covers
- 115 VAC Electrical Service to operate hand tools and lights
- Restroom
- Compressed Air
- Lock Out/Tag Out Instructions
- Confined Space Program, permits if required, Rescue Personnel with equipment



Charter Township of Ypsilanti  
Ford Lake Dam  
February 5, 2015  
Page # 5

**Charter Township of Ypsilanti Responsibilities Cont.:**

- Operation of the Overhead Crane if required
- Opening & Closing of Head Gates
- Providing a water tight environment in the turbine pit or maintaining an acceptable water level for our personal to perform the required work safely

**Notes:**

The above pricing schedule includes costs for bonding and additional insurance requirements. At our receipt of a purchase order we will provide the required documentation for your files.

During the course of this project we may find additional work, damaged or defective components that may require repair or replacement. We will bring any additional work to your attention and provide cost estimates for this work. Any additional work found outside of the above scope of work, will require Township approval along with a change order issued prior to commencement of this work.

If it would help you for budgeting, we would be willing to hold our current labor costs through 2015. We also will hold our material costs for period of 6-months from the date of this proposal. After this 6-month period we reserve the right to review our material costs and revise our proposal.

Due to the size of this project we will require some sort of progressive invoicing acceptable to all parties.

If you have any questions or concerns regarding this proposal, please feel free to contact us. We thank you for the opportunity of quoting on the above project and we look forward to working with you in the near future.

Sincerely,  
Padnos-Leitelt, Inc.

Douglas J. Kesler  
Sales

**Leffel 33" Z Turbine Ford Lake Hydro**

---

**From :** Anders Dyngge <andersdyngge@swohio.twcbc.com> Thu, Feb 05, 2015 04:04 PM  
**Subject :** Leffel 33" Z Turbine Ford Lake Hydro  
**To :** 'Kurt L. Sobczynski' <KSobczynski@barr.com>, Michael Saranen <msarane@ytown.org>

Gentlemen,

This is to confirm technical, prices and commercial conditions as stated in our proposal dated October 23, 2014 remain unchanged and is valid for 30 days from this date 2/5-2015. I appreciate your consideration of an OEM for your hydro service.

Sincerely,

Anders Dyngge

Leffel

---

**1862-2014**

**Celebrating over 150 years of Hydro Industry Expertise**

**THE JAMES LEFFEL & CO.**



Manufacturers of

**HYDRAULIC TURBINES**

1978 Commerce Circle – Springfield, OH USA 45504-2012

Phone (937) 322-0116

[www.leffelcompany.com](http://www.leffelcompany.com)

Fax: (937) 322-0467

October 23, 2014

Mr. Kurt L. Sobczynski  
Barr Engineers

Subject: Ford Lake Leffel W-1263, 33”Z Turbine

Dear Kurt,

In response to your request, The James Leffel & Co. is pleased to provide the following proposal for turbine components:

1 pc. 30” Z Francis Runner per drawing 36532 of weld fabricated construction in carbon steel  
Price: \$ 62,600.-

1 Set (20) Wicket Gates per drawing 31437, in cast ductile iron with bronze bushings  
Price: \$ 28,400.-

1 Set (20) Safety Links (gate links) in cast iron, bronze bushed per drawing 36422  
Price: \$ 3,850.-

1 Set (10) Column Bolts per drawing 36605-1 in carbon steel  
Price: \$ 1,360.-

1 Set (20) Gate Bolt Bushings in stainless steel per drawing 36605-13  
Price: \$ 1,540.-

1 Set (20) Gate Ring Pins with nuts per drawing 36605 - 3 & 10 in stainless steel  
Price: \$ 3,280.-

1 Set (20) Gate Bolts per drawing 36605 - 2 in stainless steel  
Price: \$ 2,250.-



1 Set (20) Gate Pins per drawing 36605 - 4 in stainless steel  
Price: \$ 2,670.-

1 Set (4) Connecting Rod Pins with nuts in stainless steel per drawing 36605 - 7  
Price: \$ 1,060.-

1 pc. Bearing Sleeve in bronze per drawing 39236  
Price: \$ 1,920.-

Total For All: **\$ 108,930.00** Frt. Included.

Delivery Time: 5 months ARO

Payment Terms: 35% with order  
65% prior to release of shipment

I thank you for this opportunity and I am looking forward to working with you and the customer on this project.

Sincerely,

Anders Dyrge  
General Manager  
The James Leffel & Co.

AD/sds

# Composite

## INDUSTRIAL GROUP

4400 Roudebush Lane | PO Box 112 | Batavia, OH 45103  
513 732 1123 | 888 732 1125 | Fax: 513 732 1124  
Email: [office@compositeindustrial.com](mailto:office@compositeindustrial.com) | [compositeindustrial.com](http://compositeindustrial.com)

2/5/2015

Michael Saranen  
Hydro Operations  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, Michigan 48197  
(734) 544-3691  
[msarane@ytown.org](mailto:msarane@ytown.org)

## PROPOSAL

This proposal is generated for Michael Saranen and all interested parties at the Charter Township of Ypsilanti on behalf of Composite Industrial Group, Inc.

### Description

Composite Industrial Group, Inc. will supply all labor, equipment and supplies to restore the components, as listed below, at Composite Industrial Group's facility in Batavia, Ohio.

1. One (1) Francis Turbine (Hydro Runner) (new)
2. One (1) Top Plate (new or existing)
3. One (1) Bottom Plate (new or existing)
4. Ten (10) Stationary Gates (new or existing)
5. Twenty (20) Wicket Gates (new or existing)

### Scope of Work

1. This Scope of Work is identical to the work completed on the other Turbine at Ford Lake. The ability to effectively reach all wet surfaces will be afforded with this Scope of Work since all components will be removed from service and completed in a shop environment.
2. All surface oil, grease and/or contaminants will be removed with an appropriate solvent.

3. All wet surfaces will be dry abrasive blasted with **Crushed Glass** to meet the requirements of the NACE No. 2/SSPC-SP 10 Near-White Metal standard.
4. Prior to coating, all surfaces will be blown down with clean compressed air and/or vacuumed and flushed clean with an appropriate solvent.
5. **Belzona® 1311 (Ceramic R-Metal)** will be used to repair or resurface any areas found to be heavily pitted or deteriorated.
6. **Belzona® 1341 (Supermetalgilde)** will be brush, roller and/or airless spray-applied as a two (2) coat system of 16-20 mils total DFT.
7. All materials will be thoroughly mixed and applied following the manufacturer's current written specifications.
8. All applied materials will be inspected for uniformity/finish and will be allowed to cure as directed by the manufacturer's current written specifications.

### Time Line

The entire application is estimated to take five (5) days. Additional time will be required to allow the Belzona® coating to sufficiently cure, for component repacking/crating and for shipping transit times. Additional time is estimated to take up to five (5) more days.

### Total Price to Complete

**\$ 28,587<sup>00</sup>**

**Belzona® Materials**

**(\$ 13,838<sup>00</sup>)**

**Labor and Equipment**

**(\$ 14,749<sup>00</sup>)**

This price includes round-trip freight costs between Ypsilanti, Michigan and Batavia, Ohio. The customer is responsible for packaging/crating all listed components in Ypsilanti, Michigan.

### Warranty

One (1) year warranty for labor and materials.

### Quality Control

Composite Industrial Group, Inc. is an authorized applicator for many industrial and commercial coating manufacturers. We only employ skilled and qualified blasters and painters who are thoroughly experienced in this field of specialized work. All employees are routinely trained for jobsite safety as well as completing periodic skill training assessments. A competent supervisor will be onsite at all times to ensure the application is done correctly and completed on time. Composite Industrial is trained by NACE International regarding coating inspection and we regularly analyze and inspect our work to ensure a quality finished product. Photos of the project may be



taken before, during and upon completion as part of our quality control and record keeping procedures.

### **Customer Responsibilities**

1. The customer is responsible for packaging/crating all listed components in Ypsilanti, Michigan. This includes supplying Composite Industrial Group with accurate weights and dimensions of all shipping crates or skids.

### **Supporting Documents**

1. Belzona<sup>®</sup> 1311 (Ceramic R-Metal) – product information
2. Belzona<sup>®</sup> 1341 (Supermetalglide) – product information

If you have any further questions or comments regarding this proposal, please feel free to call our office at (513) 732-1123. We look forward to working with you!

Sincerely,



Tony Parrott  
Assistant Manager  
NACE Coating Inspector Level 2-Certified (#28681)  
[tparrott@compositeindustrial.com](mailto:tparrott@compositeindustrial.com)



February 6, 2015

Sent via email to  
msarane@ytown.org

Mike Saranen  
**Charter Township of Ypsilanti**

**Re: Ford Lake Dam**

Dear Mr. Saranen:

HydroChem appreciates the opportunity to submit this proposal for your review.

**Scope of Work**

HydroChem will:

1. Provide all supervision, labor, and equipment to clean Generator Number One.
2. Provide a three-man standby rescue team and confined space rescue unit for the Charter Township of Ypsilanti at the Ford Lake Dam as needed for 5 days a week, or as needed, at 10-hour per days on site. Because of the longevity of this project, we are offering a three percent discount off of the standby rescue costs.

**Project Cost**

<i>Cleaning Cost (per day)</i> .....	<i>\$3,110.00</i>
<i>Standby Rescue Cost (per day)</i> .....	<i>\$2,602.00</i>
<i>Standby Rescue Cost (per week)</i> .....	<i>\$13,010.00</i>

**Contingencies**

- Quote is based on weekday work.
- Customer to provide electric and water service.
- HydroChem requires uninterrupted access to the work area.
- Any delays caused by others or work outside the above scope to be documented and billed additionally at our current T&M rates.
- Payment terms net 30 days.

Thank you again for the opportunity to present this proposal. Do not hesitate to contact me at (517) 672-9718 with any questions or clarification you might require. Please forward a purchase order for this work to nancy.skattie@hydrochem.com.

Sincerely,

Nate Temby  
*Confined Space Services Manager*



## Confined Space Services Price List

Updated November 25, 2014

	<u>Mon. - Fri. 8a-5p Straight Time</u>	<u>Over 8 Hours &amp; Sat. Overtime</u>	<u>Double Time</u>
<b><u>TECHNICAL/MANAGEMENT PERSONNEL</u></b>			
Confined Space Rescue Supervisor	\$ 55.00 /hr	\$ 77.00 /hr	\$ 99.00 /hr
Confined Space Rescue Technician	\$ 45.00 /hr	\$ 63.00 /hr	\$ 81.00 /hr
Confined Space Attendant	\$ 33.00 /hr	\$ 46.20 /hr	\$ 59.40 /hr
Project Manager/Health and Safety Manager	\$ 75.00 /hr	\$ 105.00 /hr	\$ 135.00 /hr
Site Safety Officer	\$ 65.00 /hr	\$ 91.00 /hr	\$ 117.00 /hr

### **TRANSPORTATION EQUIPMENT**

Pick Up	\$ 15.00 /hr
Stake Truck	\$ 25.00 /hr

	<u>Rate</u>
<b><u>CONFINED SPACE RESCUE</u></b>	
Confined Space Rescue Vehicle	\$ 90.00 /hr
Confined Space Rescue Trailer	\$ 45.00 /hr
Contained Air Cylinder Refilling (2 hour minimum)	\$ 45.00 /hr
Supplied Air Trailer w/ Breathing Air Compressor	\$ 115.00 /hr
Supplied Air Trailer w/Six Bottle Cascades	\$ 85.00 /hr

### **OVERTIME, EMERGENCY RESPONSE, ADD'L EQUIPMENT, AND SUBCONTRACTORS**

- \* Overtime applies after 8 hours, after 5 p.m., all weekday emergencies, and on Saturdays (excluding holidays).
- \* Sundays and holidays (double time)
- \* All rates are portal to portal.
- \* Additional equipment, equipment damaged by customer, supplies, or personnel needed to complete the project but not listed will be invoiced at cost plus 20 percent.
- \* All subcontracted services, including truck washouts, will be billed at cost plus 20 percent.
- \* Day rate represents one 8-hour shift.
- \* A fuel surcharge will apply on all fuel-related equipment line items if fuel is in excess of \$4.00/gallon per the D.O.E. On Highway National Index <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp> at the time services are rendered.
- \* HydroChem has a 4-hour minimum for use on all equipment and personnel.
- \* Additional equipment, small tools, and consumables used during ER's will be billed at the above rates plus 20%
- \* HydroChem personnel must operate all HydroChem equipment.





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

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

---

## MEMORANDUM

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

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

**Date:** February 11, 2015

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

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

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



## West Shore Services, Inc. Warning Systems Division

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

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

**Initiation Date: 2015**

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

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

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

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

**Visual Inspection of:**

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

**Inspect and Service:**

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

**Test and Adjust:**

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

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

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

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

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

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

Total Annual Cost for this agreement is: **\$4800.00**

**Payment**

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

This agreement has an initiation date of: 2015

For: West Shore Services, Inc.

For: Charter Twp. of Ypsilanti Fire Dept.

Printed Name:

Printed Name:

Nancy Williams-Service Coordinator

Brenda Stumbo-Ypsilanti Twp. Supervisor

Signature

Signature



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

Signed \_\_\_\_\_ 2015

Printed Name:

Karen Lovejoy Roe-Ypsilanti Twp. Clerk

Signature

Signed \_\_\_\_\_ 2015



## Appendix A – Siren Site List

### For Inspection and Annual Preventative Maintenance Agreement

Municipality: Charter Twp of Ypsilanti

Initiation Date: 2015

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

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



**Human Resource  
Department**

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

---

---

## MEMORANDUM

**TO:** Charter Township of Ypsilanti Board of Trustees

**FROM:** Karen Wallin, HR Department  
Linda Gosselin, Assessor  
Mike Radzik, OCS Director

**DATE:** February 9, 2015

**RE:** **Request authorization to approve Dawn Scheitz, Michigan Advanced Assessing Officer (MAAO) from the Assessing Department, as the Township GIS specialist with an increase of \$1.00/hour.**

During the past several months, the needs of the Assessing Department and Office of Community Standard have been reviewing their need for a dedicated GIS contact. In the position that Dawn Scheitz currently holds within the Assessing Department, she oversees the GIS software program maintaining the necessary training to make changes, correction and updates to the program. Receiving and maintaining the most up to date training has allowed her to become the Township liaison between Washtenaw County, State of Michigan and various Title Companies. Dawn's performance on verifying and updating data in regard to land maps with the GIS system allowed the Township to be one of only two jurisdictions in Washtenaw County pass the recent Audit of Minimum Assessing Requirements (AMAR) review. Naming Dawn as the Township's GIS Specialist would give the Township a point person for all GIS data updates, maps and special projects.

I would like to recommend an increase in wage of a \$1.00 per hour. The increase in wage would be split between the Assessing Department 101-209-000-706-013 and Office of Community Standards 101-371-000-706-013 and 266-301-000-706-013.

The AFSCME union representatives have been made aware of this request to the Township Board and are in full support. Upon approval of the Township Board a "Letter of Agreement" will be presented to them for signature.

Your consideration in this matter is appreciated. Should you have any additional questions, please feel free to contact me, Linda Gosselin or Mike Radzik.

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



*Charter Township of Ypsilanti*

**Assessor's Office**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 487-4927  
Fax: (734) 484-5159

TO: Brenda Stumbo, Supervisor  
Karen Wallin, Human Resources

FROM: Linda Gosselin, Assessor      Brian McCleery, Assistant Assessor      Mike Radzik, Community Standards

DATE: 01/25/2015

RE: Request for GIS specialist

After a review of the current needs of the Assessment and Community Standards Offices we are requesting approval of the Appraiser III position held by Dawn Scheitz be upgraded to an Appraiser III/GIS Specialist position.

In her current position of Appraiser III, Dawn has taken on the Township responsibility to oversee the GIS software program. She is currently the liaison between Washtenaw County, State of Michigan, Title Companies and the Township. Our data is relied upon for accuracy to distribute to other entities such as the Drain Commission for their use. She is trained on the current operations of the GIS program and maintains frequent training and updates to allow her to make changes, corrections and updates. She is also responsible for legal description accuracy on all Township properties.

An update of this position would allow the Assessing Department to reallocate assignments. The GIS liaison would give the Township a point person for all of our GIS data updates, maps and special projects. The most current Audit of Minimum Assessing Requirements (AMAR) review recently conducted by the State Tax Commission required GIS land maps for our jurisdiction. Dawn's performance for the Township allowed us to be one of only two jurisdictions in Washtenaw County to pass the review.

The request is for the Department of Assessment and Community Standards to each contribute \$1040.00 dollars from their 2015 budget and all future budgets going forward to achieve this upgrade.

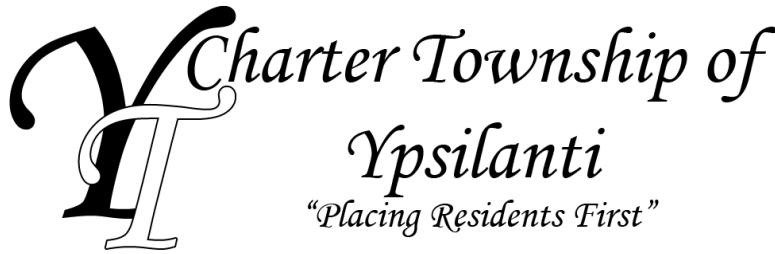
Your consideration on this matter is appreciated.

Linda Gosselin, Assessor

Mike Radzik, Community Standards.



*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](http://www.ytown.org)

---

## **Memorandum**

**To:** Karen Wallin, HR Director  
**Cc:** Mike Radzik, OCS Director  
**From:** Joe Lawson, Planning Director  
**Date:** February 9, 2015  
**Re:** GIS Position

---

It has come to my attention that there may be an opportunity for a current employee, Dawn Scheitz, to take on additional duties as it relates to the overall maintenance of the Township's Geographical Information System (GIS).

From time to time, departments within the township, including my own have a need for very specific and specialize mapping that requires a knowledgeable person to utilize and get the most of our internal GIS system. As we do not currently have a dedicated position relating to our GIS software, I agree that having such a person, even part-time, with ongoing and updated training on the software would be a benefit not only to the planning department but the Township as a whole. As Ms. Scheitz is already familiar with the basics of the software and currently oversees the overall maintenance in relation to the parcel layers that populate the County and our internal GIS system, it is my opinion and Ms. Scheitz is the best person suited to fulfill this roll.

I am happy to assist in any way possible to make this position a reality.

If you should have any questions or wish to discuss this position further, I am happy to make myself available.

## CHARTER TOWNSHIP OF YPSILANTI

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik  
Office of Community Standards

Re: Request authorization to seek legal action if necessary to abate a public nuisance for properties located at 2733 Appleridge, 1402 Wendell, 1014 Lori St., 1725 Heatherridge St., 5859 Big Pine Dr., 1334 Fall River Rd., 1288 Woodglen, 574 Brookside and 2578 Hearthside in the amount of \$45,000, with legal action budgeted in line item #101.950.000.801.023

Date: February 9, 2015

Copy To: Board of Trustees  
Doug Winters, Township Attorney

The Office of Community Standards has conducted investigations of nine (9) 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:

### **2733 Appleridge**

This property is owned by PNC Bank National Association located in Miamisburg, OH. This property was inspected on September, 23, 2014 pursuant to an administrative search warrant after the owner failed to register the property. During the inspection a fugitive felon was discovered inside and taken into custody by the Sheriff's Office; it is believed the fugitive felon was staying at the house and using the property for drug trafficking. PNC Bank has not acted to resolve code violations cited by the Township and legal action may now be necessary to achieve compliance.



### **1402 Wendell**

This property is owned by Bank of America or (according to their email) Carrington Mortgage Services located in Santa Ana, CA. There is a symbiotic relationship between Bank of America and Carrington Mortgage that we have seen on previous occasions. Neither entity acknowledges authority to register the vacant house or abate code violations cited after inspection by search warrant on December 4, 2014. This property has been vacant and abandoned for over a year.



### **1014 Lori Street**

This property is owned by JP Morgan Chase Bank NA and was issued a Notice of Violation on October 17, 2014 after being inspected by search warrant. A number of letters have been sent to JP Morgan Chase Bank requesting that the property be registered and to provide a firm timeline to remediate code violations. All correspondence has been ignored.





### **1725 Heatherridge Street**

This property is owned by Home Opportunity LLC and Halo Asset Management LLC which is a publically traded corporation based in Frisco, TX. This property was issued a Notice of Violation on December 9, 2014 after being inspected by search warrant. The house has been in deplorable condition for a number of years. The Halo Asset property preservation agent advised that they would provide a response by the close of business on January 29, 2015 to commence the remediation/repairs or to proceed with the demolition. No such response has been received.



### **5859 Big Pine Drive**

This property has been owned by Freddie Mac since June 26, 2014 when the redemption period expired after a foreclosure sale on December 26, 2013. A local Realtor registered the vacant house on behalf of Freddie Mac and it was voluntarily inspected on August 4, 2014. The inspection revealed serious structural failure of the foundation resulting in a Notice of Violation being issued. The structural failure is of concern to both the Township and even other potential investors, who after inspecting this property have walked away. Freddie Mac has now indicated that it does not intend to make the necessary repairs to this property and is attempting to sell the property through a "Bulk Transfer" by Atlas.



### **1334 Fall River Road**

This property reported to OCS through neighborhood watch is in deplorable condition and was vacated by its former owner Mary Williams, who has not responded to OCS requests. It was inspected by search warrant on December 17, 2014 and a Notice of Violation was issued. This property is currently under the control of CitiFinancial, Inc. and is one of a number of houses located in this subdivision that could potentially be salvaged for home ownership. Legal authorization is requested in order to attempt to resolve this nuisance.



### **1288 Woodglen**

This property is in terrible condition and was vacated by its former owner, Cynthia Gary, in 2014. Ms. Gary is now residing in Blissfield, MI and the property is now under control of HSBC Bank USA National Association. The house was inspected by search warrant on November 12, 2014 and a Notice of Violation was issued. This vacant and condemned house constitutes a public nuisance in the densely populated West Willow neighborhood.



### 574 Brookside

This house was heavily damaged by fire on October 4, 2014 and was pursued for nuisance abatement through insurance withholding funds by the Fire Department and OCS. To date, no insurance proceeds have been received and the owner, Zani Ali Zangana of Ann Arbor, has failed to repair or demolish it. It was inspected with owner cooperation, however OCS staff was forced to cite the owner in district court to clean up exterior blight and to register as a vacant house. After pursuing abatement for four months, legal authorization is needed.



### 2578 Hearthside

This house was an occupied rental property that was heavily damaged by fire on September 10, 2014. The fire was ruled to be arson and the investigation remains open. Insurance withholding funds in an amount of \$8,426 were obtained by the Fire Department and are being held in escrow by the Treasurer's Office. The property owner, Charles Potts of Detroit, has failed to repair, demolish or register the damaged house five months after the fire. Legal authorization is requested in order to move forward to demolish the house using the insurance funds currently held in escrow.







February 11, 2015

Ypsilanti Township  
 7200 S Huron River Dr  
 Ypsilanti, MI 48197

Re: Ypsilanti Township 2015 Street Lighting Conversion to LED

I have prepared a cost estimate for the conversion of 213 street lights to LED. The estimate is to convert (34)-400 watt Mercury Vapor cobra heads to 135 watt LED, (38)-250 watt High Pressure Sodium cobra heads to 135 watt LED, and (141)-100 watt High Pressure Sodium Granville post tops to 80 watt Granville post top LED's.

The costs are based on the Option 1 Streetlight rate, where DTE Energy installs, owns, and maintains the lighting system. The rate requires a portion of the conversion cost be paid by the customer, which is determined by the following formula.

Estimate Breakdown

Project Cost	\$96,066.00
Less DTE Contribution	(\$1,904.00)
<b>Total Upfront Cost</b>	<b>\$94,162.00</b>

Current Annual Invoice	\$69,027.95
Future Annual Invoice	\$57,188.73
<b>Annual Savings</b>	<b>\$11,839.22</b>
EO Rebate after Construction	(\$7,943.00)
<b>Net Cost (Upfront Cost - Rebate)</b>	<b>\$86,219.00</b>
<b>Payback (Net Cost/Annual Savings)</b>	<b>7.28 years</b>

The price quoted herein shall be in effect for a period of six months from the issue date. After installation, the total cost for additional modification, relocation, or removal will be the responsibility of the requesting party. An authorized signature on the Municipal Street Lighting Master Agreement and the payment contribution will be our notification to begin final design and construction scheduling.

Please feel free to call me at (734) 397-4188 if you have any questions.

Regards,

*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 February 5, 2015 between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer").

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

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

1. DTE Work Order Number:	42471101	
	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:	2015 Mercury Vapor Conversion Project, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	213	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	<p><b><u>Overhead Fed:</u></b>                      34-400watt MV cobra heads to 135watt LED                      38-250watt HPS cobra heads to 135watt LED</p> <p><b><u>Underground Fed:</u></b>                      141-100watt HPS Granville Post Tops to 80watt LED Granville Post Tops</p>	
5. Estimated Total Annual Lamp Charges	\$57,188.73	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$94,162.00
	Credit for 3 years of lamp charges:	N/A
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$94,162.00</b>
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  <p align="center">_____</p>	

10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 South Huron River Drive Ypsilanti, MI 48197
-----------------------------------	--



11. Special Order Material Terms:

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

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

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

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer 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

Charter Township of Ypsilanti

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

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

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

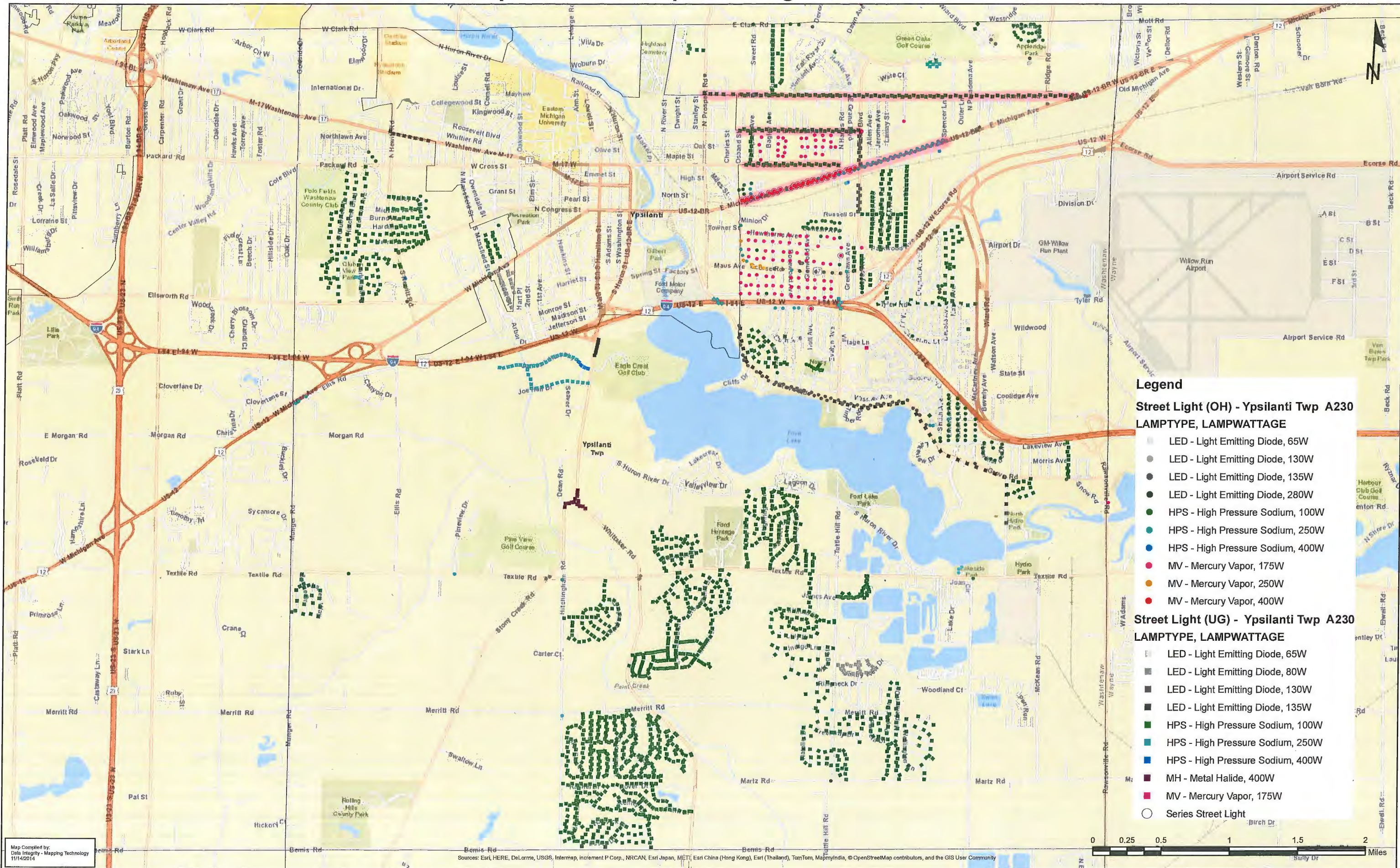
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# Ypsilanti Township - Streetlight Locations



- Legend**
- Street Light (OH) - Ypsilanti Twp A230**  
LAMPSTYPE, LAMPWATTAGE
- LED - Light Emitting Diode, 65W
  - LED - Light Emitting Diode, 130W
  - LED - Light Emitting Diode, 135W
  - LED - Light Emitting Diode, 280W
  - HPS - High Pressure Sodium, 100W
  - HPS - High Pressure Sodium, 250W
  - HPS - High Pressure Sodium, 400W
  - MV - Mercury Vapor, 175W
  - MV - Mercury Vapor, 250W
  - MV - Mercury Vapor, 400W
- Street Light (UG) - Ypsilanti Twp A230**  
LAMPSTYPE, LAMPWATTAGE
- LED - Light Emitting Diode, 65W
  - LED - Light Emitting Diode, 80W
  - LED - Light Emitting Diode, 130W
  - LED - Light Emitting Diode, 135W
  - HPS - High Pressure Sodium, 100W
  - HPS - High Pressure Sodium, 250W
  - HPS - High Pressure Sodium, 400W
  - MH - Metal Halide, 400W
  - MV - Mercury Vapor, 175W
  - Series Street Light

Map Compiled by:  
Data Integrity - Mapping Technology  
11/14/2014

Sources: Esri, HERE, DeLorme, USGS, Intermap, Incent P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community





# OTHER BUSINESS

---

# **AUTHORIZATIONS AND BIDS**

---

*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:** February 13, 2015  
**Re:** Lakeside Park Landscaping Bids

---

Please find attached a copy of the submitted bids as they related to the required landscaping as associated with the Lakeside Park Boat House project.

On the afternoon of February 9, 2015, the Township held the required bid opening for the purchase and installation of the approved landscaping and associated park furniture (benches, trash receptacles, barbeques and bike racks).

During this bid opening, the following bids for said work were received:

Margolis Companies: \$48,405.00  
Terraforma Landscape: \$48,600.00

During the course of reviewing the bid packets, it was noted that the Township may benefit by ordering the park furnishings directly from the supplier and later contracting for the installation services. Residential Services Director Jeff Allen subsequently contacted the suppliers and received a lower price quote of \$19,757.48 for the approved furnishings. Mr. Allen will further seek options for the installation of the furniture prior to the April 1, 2015 grant mandated deadline.

That being said, it is the recommendation of staff that the Board of Trustees award the contract for the purchase and installation of the approved landscaping to Margolis Companies in an amount not to exceed \$14,050.00 and further authorize the Residential Services Director to purchase the approved site furnishings from; The Victor Stanley Company, Blue Valley Industries and SG Fabricators in a total amount not to exceed \$19,757.48. Staff also requests the authorization and signing of the contract by the Township Supervisor and Clerk pending the review and approval of all contractual and insurance documentation by the Township Attorney.

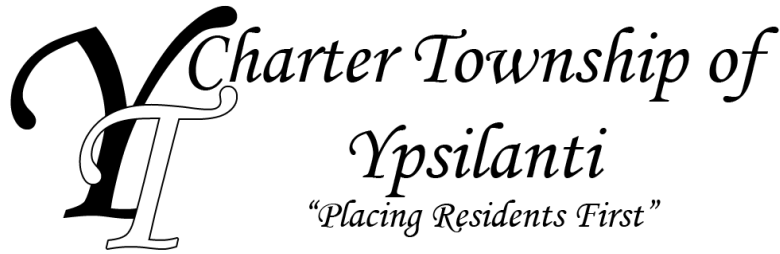
The proposed improvements have been budgeted in the line item: 212-970-000-974.036



Lakeside Park/Boat House Landscaping  
February 13, 2015

As always, if you should have any questions or comments please feel free to contact me at your convenience.

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



**Residential Services**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 484-0073  
Fax: (734) 544-3501  
[www.ytown.org](http://www.ytown.org)

---

# MEMORANDUM

TO: Joe Lawson, Planning Director

FROM: Jeff Allen, Residential Services Director

DATE: February 12, 2015

RE: The Board Agenda item for Lakeside Park

After the bid opening for landscape amenities on Tuesday, February 10, I pursued getting quotes for the landscape amenities that you listed in your bid specifications from the vendors listed.

I offer the following price quotes for the items listed. I expect to get hard copies of this pricing prior to the Board meeting for possible approval.

5 Benches from Victor Stanley	\$6,980
7 Trash cans from Victor Stanley	\$10,808
Victor Stanley freight-not to exceed	\$959
2 Park Grills from Blue Valley Industries	\$469.48
10 Loop bike racks from SG Fabricators	\$1,350
Bike rack shipping	\$150
	-----
TOTAL	\$19,757.48

This would save over \$14,000 from their quote, however you would still need to add in installation. The delivery time is 4-6 weeks.



Request for Proposal  
 Lakeside Park Landscape  
 And Equipment Improvements  
 Bid Sheet

Contractor/Company Name: Margolis Companies

Address: 9600 Cherry Hill City, Zip: Ypsilanti, MI. 48198

Phone: 734-482-0771 Email: \_\_\_\_\_

m.bumstead@margoliscompanies.com  
Landscaping:

Planting	Quantity	Price/Each	Total Price Installed
Red Maple	10	\$ 390. <sup>00</sup>	\$ 3,900. <sup>00</sup>
White Oak	8	\$ 465. <sup>00</sup>	\$ 3,720. <sup>00</sup>
Red Oak	7	\$ 565. <sup>00</sup>	\$ 3,955. <sup>00</sup>
American Hophornbeam	5	\$ 495. <sup>00</sup>	\$ 2,475. <sup>00</sup>

\$14,050.<sup>00</sup>

Site Furnishings:

Equipment	Quantity	Price/Each	Total Price Installed
Benches (in-ground)	3	\$ 2,700. <sup>00</sup>	\$ 8,100. <sup>00</sup>
Benches (surface mount)	2	\$ 2,575. <sup>00</sup>	\$ 5,150. <sup>00</sup>
Bike Rack	(1)-10 loop rack	\$ 350. <sup>00</sup>	\$ 3,500. <sup>00</sup>
Trash Receptacles	7	\$ 2,375. <sup>00</sup>	\$ 16,625. <sup>00</sup>
BBQ Grills	2	\$ 490. <sup>00</sup>	\$ 980. <sup>00</sup>

Total Bid Price: \$ 48,405.<sup>00</sup>





Request for Proposal  
 Lakeside Park Landscape  
 And Equipment Improvements  
 Bid Sheet

Contractor/Company Name: TERRAFIRMA LANDSCAPE

Address: 3780 MORGAN RD

City, Zip: YPSIWANTI MI 48197

Phone: 734-434-3811

Email: \_\_\_\_\_

Landscaping:

Planting	Quantity	Price/Each	Total Price Installed
Red Maple	10	\$ 420 <sup>00</sup>	\$ 4,200
White Oak	8	\$ 480 <sup>00</sup>	\$ 3,840
Red Oak	7	\$ 480 <sup>00</sup>	\$ 3,360
American Hophornbeam	5	\$ 530 <sup>00</sup>	\$ 2,650

\$ 14,050

Site Furnishings:

Equipment	Quantity	Price/Each	Total Price Installed
Benches (in-ground)	3	\$ 2,250	\$ 6,750
Benches (surface mount)	2	\$ 2,250	\$ 4,500
Bike Rack	(1)-10 loop rack	\$ 450	\$ 4,500
Trash Receptacles	7	\$ 2,500	\$ 17,500
BBQ Grills	2	\$ 650	\$ 1,300

Total Bid Price: \$ 48,600<sup>00</sup>

FORTY EIGHT THOUSAND & SIX HUNDRED <sup>00</sup>/<sub>100</sub> —



## 14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE  
YPSILANTI, MICHIGAN 48197-7099

CRIMINAL/TRAFFIC (734) 483-1333  
CIVIL (734) 483-5300  
FAX (734) 483-3630



**HON. CHARLES POPE**  
DISTRICT COURT JUDGE

**MARK W. NELSON**  
MAGISTRATE

February 9, 2015

Purchase Authorization Request

**Request to purchase** Bond/Trust/Restitution Check Writing Application License and Bond/Trust/Restitution Reconciliation Application License from DMC Technology Group, Inc. along with installation and training in the amount of \$7600.00.

Board of Trustees, Charter Township of Ypsilanti

Ladies and Gentlemen,

The 14B District Court comes before you with the following purchase authorization request.

To purchase licenses for the above referenced software applications long with payment for installation and training. These applications will operate in conjunction with our Judicial Information Services (JIS) case management software. These two applications will create a seamless integration between entries into JIS and the Court's trust account check register. This will eliminate double entry into two separate computer programs. In addition, the software will create an audit trail for each deposit and subsequent distribution from the trust account. Each deposit and distribution will be tied to a specific court case number.

The addition of these two applications will eliminate the need for the Court to use a separate software application to record deposits and subsequent distributions from the trust account. As stated above, this will eliminate double entry and the potential for an error keying data. In addition, it will be impossible to issue a check without the correct pay down actions being recorded in JIS. This software will also print each check on to blank check paper. In other words, there will be no pre-printed checks thus reducing the possibility of a stolen or forged check.

DMC Technologies Group, Inc. is the sole vendor of type of software application. JIS has only partnered with DMC Technologies Group, Inc. for supplemental applications to the financial segments of the JIS software.

Attached is a quote for software, installation and training. For the above stated reasons the court is requesting that the Board of Trustees approve the purchase and installation of Bond/Trust/Restitution Check Writing Application License and Bond/Trust/Restitution Reconciliation Application License from DMC Technology Group, Inc. as a single source bid.

This purchase if approved will be funded by transferring the \$7,600.00 from  
236.136.000.707.000 to 236.136.000.819.006.

Thank you for your consideration on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. W. Nelson', with a long horizontal flourish extending to the right.

Mark W. Nelson  
Magistrate / Court Administrator





## Bond/Trust/Restitution Check Writing

Quote #: 004217 Version: 1

### Statement of Work

**Project:** Licensing, Configuration, Installation and Training of the Bond/Trust/Restitution Check Writing Application.

---

**Scope:**

The scope of this project consists of the licensing, configuration, installation and training of the Bond/Trust/Restitution Check Writing software application for use with the JIS District software application.

**Assumptions:**

The court is currently running on the JIS iSeries.

The court will be required to enter all customization data prior to using the system.

There are no modifications and/or enhancements required to the Check Writing software.

A signature overlay is included in the estimate. The overlay is not required.

---

We recommend a dedicated printer for printing checks. The court will purchase or re-purpose an existing printer to use for printing the checks. The supported printer is the HP Laser Jet Pro 400 M401N.

Bond checks, restitution checks and trust checks can be generated through the software as long as the funds are in the same bank account.

This estimate does not include...

- The cost of the checks
- The installation/configuration of printers or MICR cartridges

When selecting blank check stock...

- Do NOT reuse (start over with) your check numbers when setting up the customization
- Duplicate check numbers are NOT permitted with the new system
- MICR printer toner cartridge is required.

All software installation and initial configuration will be performed remotely.



## Bond/Trust/Restitution Check Writing

Quote #: 004217 Version: 1

### Tasks:

DMC will require testing with your bank to insure the placement of information. The test checks will need to be generated on your printer with the MICR printer toner cartridge.

Install and configure the Check Writing application.

Provide on site training for the generation of the checks, the entry of outstanding checks and the reconciliation process.

Work with appropriate person thru your first month end reconciliation.

Incorporate the backup of the Check Writing libraries into the existing backup procedures.

### Estimate:

The cost of the software is a license to use. There is no limit on the number of users.

There is no annual maintenance fee. Although, the Court will be charged for upgrades due to data changes and/or process changes with JIS's software and/or databases. The court will be equally responsible for the upgrade cost based on the number of installations of the check writing application.

One on site training day is included in the fixed price. If additional on-site support is required, the court will be invoiced for actual travel time at the stated hourly rate and actual miles traveled at the standard IRS rate (currently \$0.575/mile).

If additional and/or future services are required (such as enhancements, technical support, data changes and/or process changes), the court will be billed for actual hours worked at the current hourly rate at the time of the services.

Any enhancements requested and funded by any court will become part of the application with no charge to the courts that did not request the enhancement.

Application and services pricing is valid for 120 days.

### Authorization:

If the *14B District Court* is in agreement with the information contained in this document, please sign on the signature line at the bottom of this proposal. This will authorize DMC to schedule work on the project.



## Bond/Trust/Restitution Check Writing

Quote #: 004217 Version: 1

**Prepared For**  
 14B District Court  
 Mark Nelson  
 7200 S Huron River Drive  
 Ypsilanti, MI 48197  
 nelsonm@ewashtenaw.org

**Ship To**  
 14B District Court  
 Mark Nelson  
 7200 S Huron River Drive  
 Ypsilanti, MI 48197  
 nelsonm@ewashtenaw.org

**Prepared By**  
 Todd Schiavone  
 Phone: (419)535-2900  
 Mobile:  
 Todd.Schiavone@dmctechgroup.com

Line	Part #	Description	Qty	Price	Extended
<b>Software</b>					
1	DMC-BCP	Bond/Trust/Restitution Check Writing Application License Fee	1	\$4,500.00	\$4,500.00
2	DMC-BCPR	Bond/Trust/Restitution Reconciliation Application License Fee	1	\$1,600.00	\$1,600.00
<b>Software Subtotal</b>					<b>\$6,100.00</b>
<b>Services</b>					
1	App Dev Court - Fixed Fee	Installation / Configuration / Training	1	\$1,500.00	\$1,500.00
<b>Services Subtotal</b>					<b>\$1,500.00</b>

**Terms and Conditions** Payment due upon receipt of invoice. Taxes, shipping, handling and other fees may apply.

Quote Summary	
	Subtotal \$7,600.00
Signature _____	Tax \$0.00
	<b>Total \$7,600.00</b>
PO Number _____	Date _____



# Bond/Restitution/Trust Check Printing Application

By  
DMC Technology Group, Inc.

The **Bond Check Printing Application** is an iSeries (AS/400) solution developed to function seamlessly with JIS's District Court application.

## Advantages:

- Utilizes Existing JIS Information
- Simple to Use - Seamless Integration with JIS iSeries Based Solution
- Prints Laser Checks using JIS Data
- Prints Refunds, Restitutions and Trusts
- Calculates and Prints Fines & Costs / Escheated
- Updates Register of Action
- Check Register Reporting
- Check History by Case ID, Payee & Check Number
- Customization Features
- Ability to use Pre-Printed or Blank Check Stock
- Digital Signature Available
- User Security / Printer Assignment
- Eliminates Duplicate Effort
- Free Existing Staff for Other Tasks
- Designed with input from District Court Personnel

```
D0800DAN Bond/Restitution/Trust Check Printing Menu 12/05/2003 08:21:39
Select one of the following:
Checks:      1. Select and Print
             2. Voids
             3. Calc and Print for Bonds Applied
             4. Calc and Print for Bonds Escheated
Inquiry:     5. Check History
Reporting:   6. Print the Check Register
```

```
D0800DAN Select and Print Checks 12/06/2003 12:59:57
Original "Hot Key"
Quit:
Type sel
F3=Exit

Position to Case ID . . . .
Type options, press Enter.
6=Print
Pay
Opt Case Receipt Code Date Amount Payee
6 01020505A D333062 BD03 4/23/03 115.00

STATE OF MICHIGAN
District Court - DISTRICT COURT
Bond / Restitution / Trust Account
12/06/2003
Check Number 99775
AMOUNT 115.00
PAY One Hundred Fifteen and 00/100 Dollars
To The YOUO A. BOND
Order 123 MAIN STREET
Of ANYWHERE, MI 99099
Memo: Bond refunded for case 012343210
Verify all check information. Press Enter to Print or F12=Cancel.
```

For additional information, contact DMC Technology Group, Inc. at (419) 535-2900.

7657 Kings Pointe Road  
Toledo, OH 43617  
www.dmctechgroup.com



# Bond/Restitution/Trust Check Printing Application Check Reconciliation & Check Overlay Enhancements

The **Check Reconciliation Application (and Check Overlay)** is an iSeries (AS/400) solution developed to function seamlessly with JIS's District Court application and DMC's **Bond Check Printing (BCP) Application**.

## Advantages:

Utilizes Existing JIS & BCP Information

Simple to Use –

Seamless Integration with JIS & BCP

Check Reconciliation

by individual transaction

by check number range

Check Reconciliation View

by reconciled transactions

by all transactions

Color Coordinated transactions

Check Register Reporting

Customization Features

Eliminates duplicate effort and frees up staff time

Ability to Print Graphical Check Overlay

D0800DMC Check Register 5/10/2005 10:09:11  
Mode: UNRECONCILED

Position to Date . . . . .  
Or Check # . . . . . Ending Balance: \$19,000.00  
4/30/05

Type options, press Enter. Reconciled: \$19,000.00  
2=Change 4=Delete R=Reconcile U=Unreconcile Current: \$17,672.00

Opt	Date	Number	Payee	Debit	Credit
	3/29/05	80030	MICHIGAN STATE AGENCY	55.00	
	3/30/05		TRANSFER OUT	150.00	
	4/07/05				
	4/27/05				
	4/28/05				
	4/28/05				
	4/28/05				
	4/28/05				
	4/28/05				
	4/29/05				
	4/29/05				

F3=Exit F6=Add  
F21=End Balance

For additional information, contact DMC Technology Group, Inc. at (419) 535-2900.

7657 Kings Pointe Road  
Toledo, OH 43617  
www.dmctechgroup.com

