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

March 3, 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



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, MARCH 3, 2015

5:00 P.M.

CIVIC CENTER BOARD ROOM 7200 S. HURON RIVER DRIVE

| 1. | NATIONAL CHURCH RESIDENCES SENIOR HOUSING REHABILITATION CLARK EAST TOWERS | ERIC WALKER |
|----|--|-------------------|
| 2. | REVIEW AGENDA | SUPERVISOR STUMBO |
| 3 | OTHER DISCUSSION | BOARD MEMBERS |



Clark East Tower

Ypsilanti Township Board of Trustees Meeting

March 3rd, 2015 5:00pm



To Ypsilanti Board of Trustees,

National Church Residences, owner/manager of Clark East Towers located at 1550 East Clark Road, Ypsilanti, MI, would like to submit for funding to the Michigan State Housing Development Authority (MSHDA). The proposed application is extremely competitive and will compete against other Owners/Developers not only from Michigan but all over the country. If awarded the funding National Church Residences will be able to do a significant renovation and recapitalization of this community

Clark East Towers is now 36 years old and has not yet undergone a substantial renovation. In 2012 the property went through a refinance that generated very limited proceeds for rehab work. Due to the limited proceeds, many important security issues and capital needs were not able to be addressed. Our main goal in seeking an award from MSHDA in the April 1, 2015 funding round is not just to address these issues for our residents, but also to ensure that the project is an asset to the local community.

- Security and Resident Safety: The community has struggled with security issues and although temporary measures such as security guards are currently being utilized the best way to address this issue is through capital improvements such as perimeter fencing, electronic locks at entry doors, cameras and video communication (between units and the front door)and a redesigned entry. The aforementioned will improve the safety of the senior residents, and video communication will allow the seniors to actually see who is buzzing into the building. Improved security will also ensure that the property contributes to the overall safety of the local community as a public bus stop is located at the entrance of the building.
- Life Safety Systems: The building also faces life safety issues, including an
 elevator that was recently shut down due to the age of the equipment. Other
 life safety items that would be able to be considered with the rehab include
 replacement of the emergency generator, new E-call system (new system will
 provide new health and safety contact systems for the residents) a new fire
 alarm system and new smoke detectors.
- Community Space: The building currently has limited community space 36
 years ago buildings were not designed to foster resident engagement and
 aging in place communities. A substantial rehab would allow for the redesign
 of the current tired and dated community space, and create a gathering place
 the senior residents could be proud to congregate in. Proposed improvements

are to enhance and enlarge the community room. Adding a new business center that will allow the residents to access the internet, a wellness suite and exercise room for the residents. Another item that is still being looked at is adding a decontamination (hotbox) room for new move-ins.

Unit upgrades and replacements: Several key features in the units are still
original from when the project was built in 1979. The proposed renovation
will allow for significant unit upgrades to help improve the marketability of the
property and provide features that residents at the community deserve. (see
attached with perspective to unit upgrade listing).

For National Church Residences to be able to be approved for funding by MSHDA local support and site plan approval are extremely critical. National Church Residences is requesting to the Ypsilanti Township Board of Trustees for support of our application and the project. For the application what is needed and being requested is a letter of support from the Township (template attached) that demonstrates there backing of National Church Residences efforts to apply for this funding and a site plan approval letter (template attached) that demonstrates that the Township Commission has reviewed the proposal including the level of rehabilitation work to be completed, the site and approves National Church Residences plan for the renovation/recapitalization of Clark East Towers. National Church Residences met with the Township Commission on February 5th to go over the planned scope of work to be included in the application. Attached to this is the proposed scope of work that was shared during that meeting.

National Church Residences wants to be long-term partner with the Township and we really hope that you will support our efforts for our upcoming April 1st, 2015 application.

Sincerely, Eve Waller

Eric Walker

Senior Project Leader

National Church Residences

SUMMARY OF PLANNED IMPROVEMENTS



CLARK EAST APARTMENTS Ypsilanti, Michigan February 5, 2015

Security

- Expand security camera system to include parking lots and other outdoor areas
- Redesign entrance vestibule/security/doors
- Install new resident visitor call system and new fob entry system at building entrances *
- Redesign auto and pedestrian entry for gated access *
- Install new electronic locks at apartment entry doors *
- 6. Install new video communication between apartments and entrance gates and doors
- 7. New site lighting
- 8. New perimeter fence

General Items_

- Replace emergency generator
- New screen wall for emergency generator
- Replace building hot water heaters (3)
- Replace trash compactor and trash dumpsters
- Replace first floor A/C
- 6. Install new fire alarm system
- 7. Install new smoke detectors

Exterior Work

- 1. Repair brick walls
- 2. Upgrade drives, curbs and parking lot
- New exterior signs
- 4. Provide new site amenities including raised planting beds, picnic pavilion, dog run and decorative landscaping

Apartment Units

- Add message holder at apartment entrances
- 2. New flooring throughout apartment
- 3. Remove popcorn ceiling finish at all apartments
- 4. Paint interior walls
- Provide new window blinds
- 6. Replace interior doors
- 7. New HC height toilets
- 8. New shower heads and controls
- 9. Replace bathtubs with showers in 50% of the units
- 10. Replace bathroom vanities, sinks, faucets
- 11. New kitchen cabinets, countertops, sinks and faucets
- 12. New kitchen appliances
- 13. Install new lighting; add ceiling fan/light in the bedrooms
- 14. Install new wireless emergency call stations in bedrooms and bathrooms
- 15. New A/C units

^{*} All systems to be integrated so that access is by a single FOB and access can be monitored and tracked.

Corridors

- 1. Improve appearance with new lights and new color scheme
- 2. New carpeting
- 3. Install new hand railing and chair rail on corridor walls
- 4. Remove popcorn ceiling finish
- 5. Air condition corridors

Stair Towers

- New lighting
- 2. New stair doors
- 3. Paint stairwells

Common Spaces

- 1. Renovate first floor common spaces
- 2. New room signage
- 3. New lighting and flooring at elevator lobbies
- 4. Renovate elevator cabs
- 5. Renovate Men's and Women's Restrooms
- 6. Renovate Laundry Rooms
- 7. Expand Community Room



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, MARCH 3, 2015 7:00 P.M.

- 1. CALL TO ORDER
- PLEDGE OF ALLEGIANCE AND INVOCATION
- 3. PUBLIC COMMENTS
- 4. CONSENT AGENDA
 - A. MINUTES OF THE FEBRUARY 17, 2015 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
- ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

- 1. 2ND READING OF RESOLUTION 2015-2, PROPOSED ORDINANCE NO. 2015-443, AMENDING THE CODE OF ORDINANCES, CHAPTER 66 ENTITLED VEGETATION (1ST READING HELD AT THE FEBRUARY 17, 2015 REGULAR MEETING)
- 2. RESOLUTION 2015-3, VEGETATION ENFORCEMENT ADMINISTRATIVE FEE (TABLED AT THE FEBRUARY 17, 2015 MEETING)
- REQUEST TO CONSIDER MAJESTIC LAKES PD STAGE 1 AMENDED PRELIMINARY SITE PLAN

NEW BUSINESS

- 1. BUDGET AMENDMENT #4
- RESOLUTION 2015-4, ADOPTION OF HOUSING AFFORDABILITY AND ECONOMIC EQUITY ANALYSIS FOR WASHTENAW COUNTY

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

1. REQUEST OF CARL GIRBACH, PUBLIC SERVICES SUPERINTENDENT FOR AUTHORIZATION TO PURCHASE VEHICLES FOR VARIOUS DEPARTMENTS INCLUDING A FORD TRANSIT 250XL IN THE AMOUNT OF \$25,914.00, A FORD F-250 4X4 WITH DUMP BOX IN THE AMOUNT OF \$32,289.00, A FORD F-250 4X2 IN THE AMOUNT OF \$24.690.00 AND A TANDEM DUMP TRAILER IN THE AMOUNT OF \$7,000.00 ALL BUDGETED IN LINE ITEM #595-595-000-985-000

PUBLIC COMMENTS

CONSENT AGENDA

CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE FEBRUARY 17, 2015 WORK SESSION

Supervisor Stumbo called the meeting to order at approximately 5:06 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, Mike Martin and Scott

Martin

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

RESIDENTIAL SERVICES JOB OPENINGS

Karen Wallin, Human Resource Department reported Carl Girbach, Public Services Superintendent had been scheduled to retire at the end of 2014 but had graciously agreed to stay on a few more months. She stated time had been spent updating a job description for that position. Ms. Wallin briefly reviewed the structure of the Residential Services Department in 2007, stating there was a Director with three positions under him, a Park and Grounds Superintendent, Building Operations Superintendent and an Environmental Superintendent. She presented a handout that included the duties of each of the positions. Ms. Wallin stated the current Residential Services Director oversees the Custodial Staff, the Building Operations Staff and the Compost Site and the current Public Services Superintendent was a combination of all three prior jobs: Parks & Grounds, Building Operations and Environmental Superintendent.

Karen Wallin reported that since Mr. Girbach would be retiring she had put together a draft job description which she presented to the Board. She stated the primary responsibilities of the position would be winter plowing, brush chipping, Motor Pool and Environmental Trash/Recycling/Yard Waste issues. She reported they had removed the Park design/development related responsibilities from the position. She reported the current wage was \$57,000 and recommended it be lowered along with the reduction of responsibilities to \$52,000 to \$55,000 as a starting salary, depending on the experience of the individual applying for the position.

Supervisor Stumbo stated the Board had authorized filling the position but wanted to review the changes.

Trustee Eldridge voiced a desire for Mr. Girbach to stay, but understood and stated his recommendation for the salary to start at the lower end based on past discussions.

Karen Wallin addressed the custodial positions next, stating a full-time custodial position at the Civic Center had been temporarily filled with a part-time employee and needed to be posted as a full-time position. She stated if the part-time employee was interested in the position he could post for it and move into a full-time position. Ms. Wallin reported there were possibly three more part-time custodial positions open, one being at the LEC (Law Enforcement Center), and two at the Community Center.

Supervisor Stumbo reported the Union had agreed to increase part-time staff to full-time temporarily, to begin in October 2014. Ms. Wallin stated that agreement was for six months.

Karen Wallin briefly presented a need for a Compliance Coordinator to help the HR Department, especially regarding OSHA concerns and other areas.

Supervisor Stumbo requested to skip to Item 2 under New Business since Leigh Greden was here from EMU regarding the Boathouse Lease Agreement.

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

Attorney Winters reported the Boathouse Agreement had been a work in progress and was in proper form.

Leigh Greden, Office of General Council, EMU stated the construction was basically done with some inside finish work yet to be completed and the hope was to open in the next eight weeks. He said the goal was to start using the building as soon as the weather cooperated in the Spring, and a Grand Opening would be held in conjunction with the Saline Rowers and the Township.

Supervisor Stumbo stated the facility was beautiful and the rowers especially were anticipating using it. Ms. Stumbo stated the award for the bid for landscaping and other items were scheduled for the Board meeting tonight.

Mr. Greden voiced appreciation to the Township for their partnership with EMU on this project. He stated the Ground Lease was a relatively generic document, a 99 year lease from the Township to the University for \$1 a year, which covers legal obligations, maintenance and capital repairs. He reported it was a public building and restrooms were available and felt it would be a great amenity for the community at large.

Karen Lovejoy Roe said, "Thanks" for the great example of collaboration shown regarding this project and reported the Washtenaw County Parks and Recreation, Ypsilanti Township, Eastern Michigan University, the Saline Rowing Team, Mr. Greden and Attorney Winters had all been involved.

Mr. Greden voiced thanks, also to the State of Michigan who had provided a \$550,000 Grant that had been secured by the Township that would make the entire complex beautiful.

Supervisor Stumbo stated the project also helped with Title 9 Compliance with EMU.

Supervisor Stumbo requested to add Playground Safety Inspections under Other Business and there were no objections.

Supervisor Stumbo stated they would now move to Item 5 under New Business.

REQUEST TO CONSIDER MAJESTIC LAKES PD STAGE I AMENDED PRELIMINARY SITE PLAN

Joe Lawson, OCS Planning Director stated the Developers were present from S. R. Jacobson and Redwood Management as well as their Engineers.

Mr. Lawson provided a brief history of the project which was originally approved PD Stage I in 2002, and received Stage II approval in 2006. He reported Burton Katzman, the Developer at that time had overseen the installation of the infrastructure, including the roads and utilities until 2007 – 2008, at which time he went bankrupt and lost the property to tax foreclosure. He reported S. R. Jacobson purchased the property in 2011 and came to the Township Board in 2012 to obtain re-approval for the original 2006 PD Site Plan and signed a Development Agreement at that time. He stated Allen Edwin homes began building single family homes at that point as well. Mr. Lawson stated since that time S. R. Jacobson had reviewed the market and wanted to present a plan to the Board which they felt would be a better match for the market demands.

The Planning Commission had conducted a public hearing since this was a major change in the approved site plan and approved it with conditions. Mr. Lawson stated the following conditions were approved: 1) the applicant shall agree to install security cameras at entrances and exits of the development 2) the applicant shall agree to assist in the creation of a Special Assessment District to maintain the cameras 3) the applicant shall install a fence, landscaping and signage along the neighboring Lake Joyce in order to hinder any further trespassing and 4) the applicant shall agree to make access to existing non-motorized trails open and convenient, without hindrance between the buildings, to enable convenient non-motorized connections to Textile Road and encourage healthy and walkable lifestyles. This was basically a condition added by the Planning Commission.

Joe Lawson provided an overview of the proposals which were presented in the packet. He reviewed the proposals from the Ponds at Lakewood, the Redwood portion that would provide a good mix of housing types within the development. Mr. Lawson stated if the PD Stage I Amended Preliminary Site Plan was approved for the conceptual use of the property that was the first step. He said the next step was Detailed Engineering and once that was in order, the developer would request approval for PD Stage II / Final Site Plan approval from the Planning Commission, and they would make a recommendation to the Township Board.

Trustee Scott Martin voiced concern that 50 ft. wide lots were too small for single family homes. Discussion followed on the size of the lots throughout the proposed

development and it was decided the developers could provide a presentation for clarification on the proposed changes.

Manny Kniahynycky, Vice President of S. R. Jacobson Development Corporation provided a summary of the changes in the marketplace regarding condominiums. He explained there was a lot more open space in the Redwood Senior project.

Clerk Lovejoy Roe asked for clarification on the areas that would have more open space and Mr. Kniahynycky explained it was space between the units. She also asked what the square footage of the homes on the 50 ft. lots would be and Mr. Kniahynycky responded they would probably be 1,600 to 2,200 square feet, but it would depend on the builder and they would work with him closely to make sure it was compatible with the development and that neighborhood. Clerk Lovejoy Roe voiced her concern for making a major change to 50 ft. lots without a visual display.

Trustee Mike Martin asked about price ranges for proposed homes and Mr. Kniahynycky said he thought the starting prices would be just under \$200,000 but without having a builder on board at this point he wasn't sure.

Joe Lawson stated the actual size of the homes was part of the Developmental Agreement in PD Stage II and anything that deviated from that, after being approved would have to come back to the Planning Commission and the Township Board for approval.

Trustee Mike Martin stated square footage did not dictate the quality of a home, rather how it was built, the materials used and how it was landscaped, along with the square footage. He did voice concern that minimal footage could impact the surrounding areas.

Mr.Kniahynycky explained the area slated for the 50 foot lots were originally duplexes so the thought was it would be a buffer between the larger lots where people were already living and the Senior Project.

Supervisor Stumbo reported people were looking to downsize so that would meet that market but agreed this was a major change. Discussion followed and Supervisor Stumbo clarified the single family units were increased from 116 to 234 and decreased multi-family units from 299 to 158. Mr. Lawson responded there were 116, 70 ft. single family lots that remained the same and the duplexes, villas and some of the attached condos were exchanged for the 50 ft. lots.

Trustee Scott Martin asked if the multi-family units were rental units and Mr. Lawson clarified those were the senior "targeted" rental units and the rest would be owner occupied.

Clerk Lovejoy Roe asked Joe Lawson for clarification on the technical process. She stated the current request was for an Amendment to PD Stage I and then the plan would go to the Planning Commission and she asked what that would be called. Joe Lawson stated whenever it went back to the Planning Commission, the first step would be Final Engineering and it was up for discussion if it would include the whole area or

just the one up for development. He stated PD Stage II approval could be done in phases, the whole area would not have to be approved. He said the WCRC, Drain Commission and YCUA would give their final approval, then it would proceed to PD Stage II to the Planning Commission, which would include the Rezoning and then, if approved it would come back to the Township Board. Clerk Lovejoy Roe asked if the product would be locked in and require that product to be built after the Rezoning was approved and Mr. Lawson agreed that any change of square footage more than 3%, would be required to come back before the Board. Joe Lawson also agreed the percentage of brick, square footage, and actual elevations would all be put into the Development Agreement. More discussion followed regarding the process for a stipulation that the single family homes not be turned into rentals and the apartment units were not allowed to be subsidized.

Clerk Lovejoy Roe asked Mr. Kniahynycky what demographic had been targeted for the different areas and he responded he was not aware of the builders desire regarding that issue. Discussion followed on the next step and Mr. Kniahynycky stated the two strongest areas in the market at this time were for single-family residential and "Senior Targeted".

Trustee Mike Martin asked for clarification on "Targeted" marketing.

Trustee Eldridge stated this had been a long discussion at the Planning Commission.

Richard Batt, Redwood Acquisitions LLC, a single-story, attached ranch style rental unit developer, stated they do this one thing and do it well. He explained they market their floor plans toward empty nesters, but there was no age restriction. He explained their normal community consisted of two-thirds empty nesters with the other third consisting of people who enjoyed peace and quiet. He stated the floor plans consisted of a driveway, two car attached garages, an eating kitchen and two bedrooms spaced far apart. He provided pictures of the exteriors and a resume of projects in Michigan which were in various phases. He said all residents signed a year lease and typically they stayed five to seven years. He said background checks were done on prospective residents and there was on-site management and maintenance. He stated they did not restrict according to age in their communities.

Treasurer Doe asked if children were allowed in these units. Mr. Batt stated they complied with Fair Housing Laws so families with children were not banned but since there were no recreational activities such as a pool or basketball courts, they usually are not interested.

Clerk Lovejoy Roe voiced concern that this development would be used for subsidized housing and wanted to make sure it did not happen by adding that stipulation into the agreement.

Attorney Winters asked if there wasn't a conflict since the attached apartment units that abutted the single family residential, how would they discourage the single family homes from becoming rental properties? He explained that in light of the recent housing affordability study this was troublesome to the Board.

Manny Kniahynycky stated they wanted to make sure there was a buffer between the uses and there were very few places where the apartments actually abutted the single family homes and he pointed them out. He stated a solid fence would be put in with landscaping in the one place and a berm with landscaping for the other. He spoke about the traffic pattern and stated there would not be a lot of cross traffic. He said the builders they were looking for will be selling the homes, but didn't know if you could legally control what homeowners do in the future regarding rental, but if it were possible they would support that. Attorney Winters said the long-term concern was the size of the smaller 50 ft. lots, once a community becomes older, might lend themselves more to rental properties, however Mr. Kniahynycky stated the size of the lot did not make the house on it any less valuable.

Richard Batt stated the multi-family property being in close proximity to the single family development did not bother them and some things had been done to separate the two types of uses, due to what he considered over-cautiousness.

Joe Lawson stated he agreed with Mr.Kniahynycky, it was less of an issue the size of the lot and more of what was put on it that would dictate the future of those units.

Treasurer Doe agreed but whenever the downturn had come there were a lot of \$250,000 to \$300,000 homes being rented out, so it was just something we should look into.

Manny Kniahynycky stated the size of the lots had not changed and were identical with what was approved before, rather they replaced the attached condominium units with site condominiums with 50 ft. lots.

Supervisor Stumbo said she felt the overall new concept plan was better than the original, with less multiple housing and more single family which is what the residents in the area supported. She said, however the specifics of the procedure needed to be nailed down and if the Board was not able to protect the issues that had been raised they would not approve it.

Attorney Winters stated there was currently on file a PD Agreement that takes into account the Detailed Engineering for Phase I and Phase II. He stated his wish was that the Board do nothing to repeal the current agreement with S. R. Jacobson since there were a number of financial guarantees and commitments that should carry over into whatever version would come later for the new PD Agreement. Mr. Winters asked how to keep the original PD Agreement in place while allowing another version to be put in place. Discussion followed. Mr. Kniahynycky stated the new agreement would just amend the one in place. More discussion followed.

ADJOURNMENT

The meeting adjourned at approximately 7:00 p.m.

Respectfully submitted, Karen Lovejoy Roe, Clerk

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

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

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy

Roe, Treasurer Larry Doe, Trustees Stan Eldridge,

Mike Martin and Scott Martin

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

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

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

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

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

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

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

CONSENT AGENDA

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

B. STATEMENTS AND CHECKS

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

C. JANUARY 2015 TREASURER REPORT

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

SUPERVISOR REPORT

2/4/15

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

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

2/5/15

Attended weekly development team meeting with three full time officials.

Attended training for new computer tablets.

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

2/9/15

Attended weekly police meeting with Larry Doe.

2/10/15

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

Met with MDEQ regarding storm water plan for RACER Trust.

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

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

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

211/15

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

Attended Wingate NHW meeting.

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

2/12/15

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

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

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

2/16/15

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

2/17/15

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

CLERK REPORT

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

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

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

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

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

NEW BUSINESS

1. BUDGET AMENDMENT #3

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

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

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

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

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

The motion carried unanimously.

3. 1st READING OF RESOLUTION NO. 2015-2, PROPOSED ORDINANCE NO. 2015-443, AMENDING THE CODE OF ORDINANCES, CHAPTER 66 ENTITLED VEGETATION

Clerk Lovejoy Roe read the proposed Resolution into the record.

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

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

The motion carried as follows:

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

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

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

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

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

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

The motion carried as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The motion failed as follows:

Mike Martin: No Treasurer Doe: Yes Clerk Lovejoy Roe: Yes

Stumbo: Yes Scott Martin: No Eldridge: No

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

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

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

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

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

The motion carried unanimously.

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

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

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

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

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

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

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

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

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

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

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

The motional carried unanimously.

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

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

Chief Copeland provided a brief overview of the agreement.

The motion carried unanimously.

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

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

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

The motion carried unanimously.

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

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

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

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

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

The motion carried unanimously.

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

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

OTHER BUSINESS

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

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

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

AUTHORIZATIONS AND BIDS

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

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

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

The motion carried unanimously.

2. REQUEST OF MARK NELSON, MAGISTRATE 14-B DISTRIC 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

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

ADJOURNMENT

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

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

Respectfully submitted,

Brenda L. Stumbo, Supervisor Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI 2015 BUDGET AMENDMENT #3

February 17, 2015

| 101 - GENERAL OP | ERATIONS FUND | | Total Increase \$94,16 | | | | |
|--|--|---|----------------------------|-------------|--|--|--|
| | for conversion of 213 street lights to LED. This or Year Fund Balance \$86,219. | will be funded by an Energy Rebate \$ | 67,943 and an | | | | |
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$86,219.00 | | | | |
| | Rebates and Energy Savings Credit | 101-000-000-675.100 | \$7,943.00 | | | | |
| | | Net Revenues | \$94,162.00 | | | | |
| Expenditures: | Streetlight Construction | 101-956-000-926.050 | \$94,162.00 | | | | |
| Experiultures. | Streetiight Construction | 101-930-000-920.030 | \$94,162.00 | | | | |
| 212 - BIKE, SIDEWALK, RECREATION, ROAD AND GENERAL OPERATIONS FUND (BSR II) Total Increase \$48,4 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 | | | | |
| Nevenues. | Prior Year Fund Balance -Reserve for Parks | 212-000-000-699.000 | \$34,355.00 | | | | |
| | This real rand Balance Reserve for ranks | Net Revenues | \$48,405.00 | | | | |
| | | | 440 405 00 | | | | |
| Expenditures: | Lakeside Park Landscape & Site Furn. | 212-970-000-974.036 Net Expenditures | \$48,405.00 \$48,405.00 | | | | |
| 206 - FIRE FUND Total Increase Reimbursement Hazardous response service settlement revenue and increase the expenditure to pay the | | | | \$3,253.71 | | | |
| 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 | | | | |
| Revenues. | Reillib - Hazardous Response Serv | Net Revenues | \$3,253.71 | | | | |
| Expenditures: | Prof Servs - Hazardous Response | 206.206.000.801.005 Net Expenditures | \$3,253.71 \$3,253.71 | | | | |
| 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 | \$14,920.00 | | | | |
| Expenditures: | 14B Court Special Projects | 236-136-000-802.200 | \$14,920.00 | | | | |

Net Expenditures \$14,920.00

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 \$174,102.00

Expenditures: Capital Outlay Equipment 252-252-000-976.000 \$174,102.00

Net Expenditures \$174,102.00

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 N | Viichigan |
| University, a public university established under the laws of the State of M | 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, interscholastic 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.
- (I) "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.

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.

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.

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.
- 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.

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.

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.

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.

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.

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.

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.

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.

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 wavier 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: Dienka d. Stremb |
| Printed Name: Brenda L. Stumbe |
| By: Roca Lovejou Roc |
| Its: Clerk |
| TENANT: |
| EASTERN MICHIGAN UNIVERSITY |
| By: |
| Printed Name: |
| Its: President |

PROJECT LOCATION MAP

Lakeside Park 9999 Textile Road Ypsilanti, MI 48197



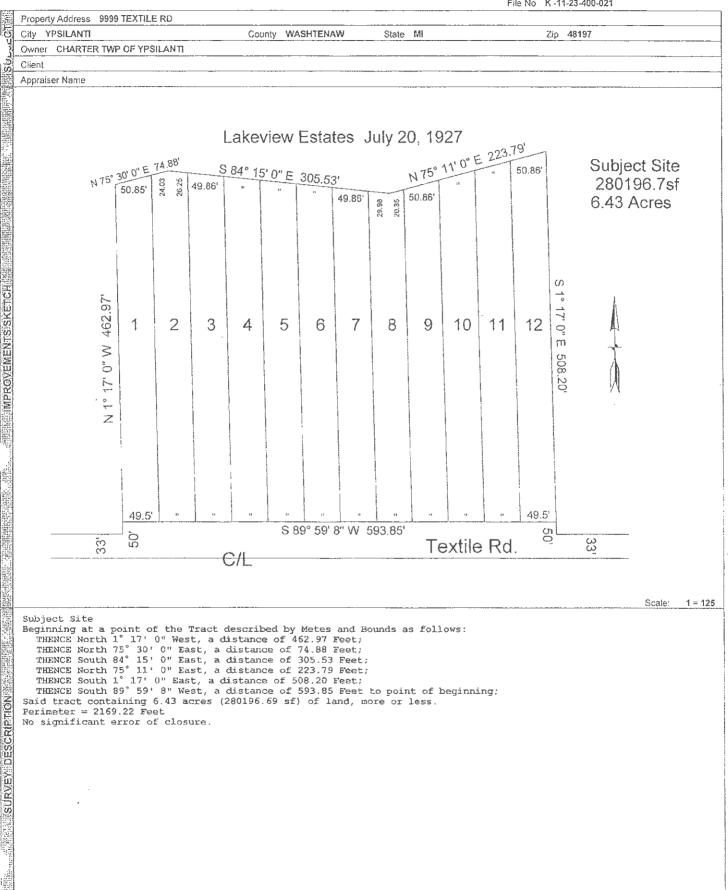
PROJECT LOCATION MAP

Lakeside Park 9999 Textile Road Ypsilanti, MI 48197



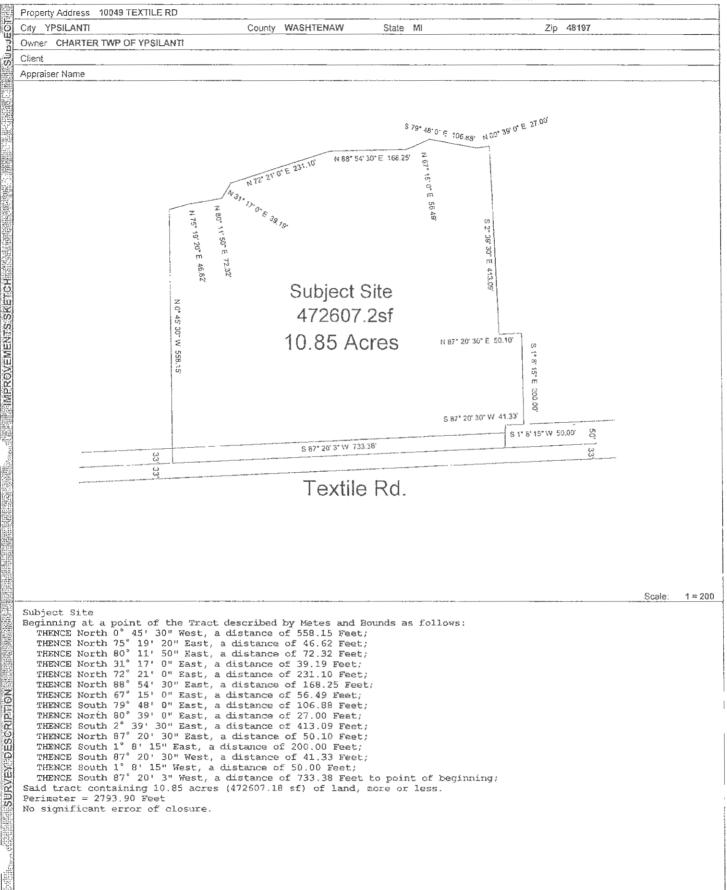
SKETCH/AREA TABLE ADDENDUM

File No K -11-23-400-021



SKETCH/AREA TABLE ADDENDUM

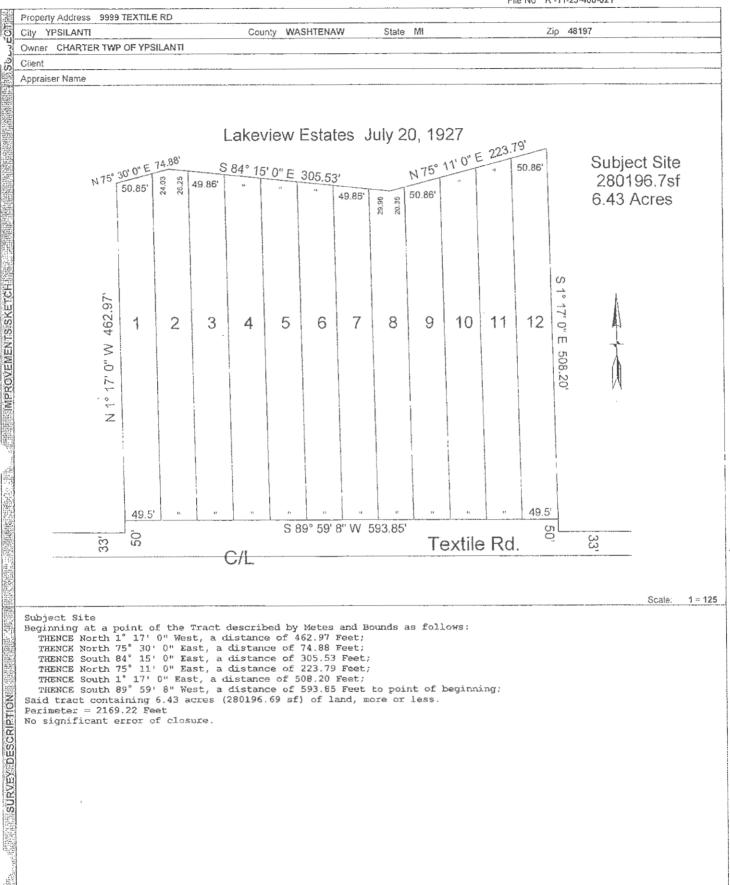
File No K -11-24-300-005



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.

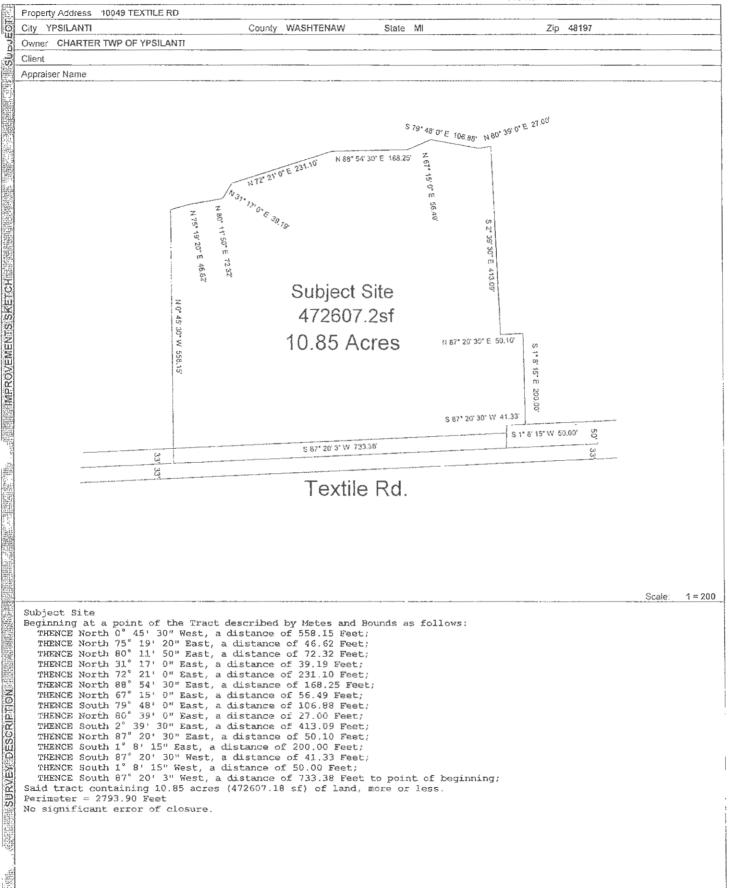
SKETCH/AREA TABLE ADDENDUM

File No K -11-23-400-021



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File No K -11-24-300-005



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





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

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

MEMORANDUM

To:

Charter Township of Ypsilanti Supervisor and Trustees

From:

Ypsilanti Township Fire Chief Eric Copeland

Date:

February 11, 2015

Subject:

Authorization to approve the 2015 Maintenance Contract for Outdoor Warning Sirens With West Shore Services, Inc. in the amount of \$4,800.00 budgeted in line item

206-206.000-933.001 MAINTENANCE CONTRACTS for the servicing of 12 Outdoor

Warning Sirens located in Ypsilanti Township.

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

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



West Shore Services, Inc. Warning Systems Division

6620 Lake Michigan Drive • P.O. Box 188 • Allendale, MI • 49401 800.632.6184 • 616.895.4347 • Fax: 616.895.7158 • <u>WWW.WESTSHOREFIRE.COM</u> 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.
- 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

anaut Williams

For: West Shore Services, Inc.

For: Charter Twp. of Ypsilanti Fire Dept.

Printed Name:

Nancy Williams-Service Coordinator

Signature

Printed Name:

Brenda Stumbo-Ypsilanti Twp. Supervisor

Signature

Signed: Feb. 11th, 2015

Signed February 18 2015

Printed Name:

Karen Lovejoy Roe-Ypsilanti Twp. Clerk

Signature

ned COMMAN 1 D 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 |

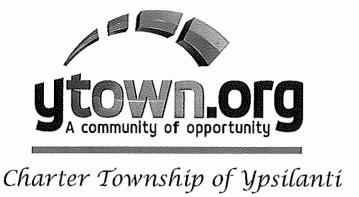
Supervisor **BRENDA L. STUMBO** Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE Trustees

JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN **SCOTT MARTIN**



Accounting Department

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

STATEMENTS AND CHECKS

MARCH 3, 2015 BOARD MEETING

ACCOUNTS PAYABLE CHECKS - \$703,562.98

HAND CHECKS -

52,579.04

GRAND TOTAL -

\$756,142.02

02/23/2015 03:12 PM

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/2

User: mharris

CHECK NUMBERS 167709 - 167785

DB: Ypsilanti-Twp

| U. U. U. U. U. U. U. U. | Check Date | Bank | Check | Vendor | Vendor Name A/P Chec | Amount |
|--|---------------------------------------|------|--------|-----------|--|----------|
| 0.703/2015 AP 167710 4ALL | Bank AP AP | | | | | |
| 0.769/2015 AP 167710 | 03/03/2015 | AP | 167709 | 6570 | 21ST CENTURY MEDIA | 1,098.90 |
| 0.703/2015 AP 167712 15993 ADM KUNTINATIS 70.000 ALGORPHICS CORPORATION 1,202.06 0.703/2015 AP 167713 0.500 ALGORPHICS CORPORATION 1,202.06 0.703/2015 AP 167714 0.114 ARGERGAS - YESTLARTI 1530.73 0.703/2015 AP 167716 0.114 ARGERGAS - YESTLARTI 1.500.73 0.703/2015 AP 167717 0.215 AUTO VALUE YESTLARTI 1.51.01 1.71.13 0.703/2015 AP 167718 0.397 DARK BRACKO 1.27.71 0.703/2015 AP 167718 0.398 DARK BRACKO COMPANY 1.066.00 0.703/2015 AP 167722 0.098 DARK BRACKO COMPANY 0.096.00 0.703/2015 AP 167722 0.098 DARK BRACKO COMPANY 0.090.00 0.703/2015 AP 167722 0.005 0.0 | 03/03/2015 | AP | 167710 | 4ALL | | • |
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| 03/03/2015 AP 167725 CEBC LLC CLEAR ENERGY BROKERGE & CONSULTING 128, 84 03/03/2015 AP 167725 O102 COLMAN-WOLF SARITARY SUPPLY CO 265.09 03/03/2015 AP 167729 O102 COLMAN-WOLF SARITARY SUPPLY CO 265.09 03/03/2015 AP 167729 DAN'S DAN'S CARGER & CONSULTING 22.01 03/03/2015 AP 167730 DAN'S DAN'S CLEAR ENERGY BROKERGE & CARGER & CA | | | | | | |
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| 03/03/2015 AP 167785 0729 ZEP MANUFACTURING COMPANY405.18 | | | | 7034 | | |
| | 03/03/2015 | AP | 167785 | 0729 | ZEP MANUFACTURING COMPANY | 405.18 |

02/23/2015 03:12 PM User: mharris DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2

CHECK NUMBERS 167709 - 167785

Check Check Date Vendor Vendor Name Amount Bank AP TOTALS: Total of 77 Checks: Less 0 Void Checks: 703,562.98 0.00 703,562.98 Total of 77 Disbursements:

02/23/2015 03:16 PM User: mharris

Total of 29 Disbursements:

DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/1

52,579.04

CHECK NUMBERS 167680 - 167708

| Check Date | Bank | Check | Vendor | Vendor Name | C Amount | |
|-------------------------------|------|--------|-----------|-------------------------------|-----------|--|
| Bank AP AP | | | | | | |
| | | | | | | |
| 02/11/2015 | AP | 167680 | 0363 | COMCAST CABLE | 330.20 | |
| 02/11/2015 | AΡ | 167681 | 0363 | COMCAST CABLE | 270.20 | |
| 02/11/2015 | AP | 167682 | 0363 | COMCAST CABLE | 324.20 | |
| 02/11/2015 | AP | 167683 | 0363 | COMCAST CABLE | 363.70 | |
| 02/11/2015 | AP | 167684 | 0363 | COMCAST CABLE | 467.20 | |
| 02/11/2015 | AP | 167685 | 0363 | COMCAST CABLE | 363.70 | |
| 02/11/2015 | AP | 167686 | 0363 | COMCAST CABLE | 102.85 | |
| 02/11/2015 | AP | 167687 | 0363 | COMCAST CABLE | 102.35 | |
| 02/11/2015 | AP | 167688 | 0363 | COMCAST CABLE | 102.35 | |
| 02/11/2015 | AP | 167689 | 0363 | COMCAST CABLE | 102.85 | |
| 02/11/2015 | AP | 167690 | 0426 | GUARDIAN ALARM | 508.08 | |
| 02/11/2015 | AP | 167691 | 0426 | GUARDIAN ALARM | 453.93 | |
| 02/11/2015 | AP | 167692 | 0426 | GUARDIAN ALARM | 300.00 | |
| 02/11/2015 | AP | 167693 | 1475 | VERIZON WIRELESS | 81.41 | |
| 02/11/2015 | AP | 167694 | 1475 | VERIZON WIRELESS | 1,536.78 | |
| 02/11/2015 | AP | 167695 | 15934 | WASTE MANAGEMENT | 123.11 | |
| 02/13/2015 | AP | 167696 | 0211 | YPSILANTI TWP. TAX COLLECTION | 11,616.69 | |
| 02/13/2015 | AP | 167697 | 6821 | AT & T | 2,158.58 | |
| 02/13/2015 | AP | 167698 | 0363 | COMCAST CABLE | 247.35 | |
| 02/13/2015 | AP | 167699 | 0363 | COMCAST CABLE | 264.35 | |
| 02/13/2015 | AP | 167700 | 0363 | COMCAST CABLE | 93.89 | |
| 02/13/2015 | AP | 167701 | 15421 | WEX BANK | 1,385.21 | |
| 02/13/2015 | AP | 167702 | 1200 | FEDERAL EXPRESS CORPORATION | 209.51 | |
| 02/17/2015 | AP | 167703 | 0118 | DTE ENERGY | 28,125.67 | |
| 02/18/2015 | AP . | 167704 | FIRESTONE | FIRESTONE COMPLETE AUTO CARE | 285,92 | |
| 02/18/2015 | AP | 167705 | 6288 | SIGNS BY TOMORROW | 25.00 | |
| 02/18/2015 | AP | 167706 | 2990 | SOUTHEASTERN EQUIPMENT CO. | 88.26 | |
| 02/18/2015 | AP | 167707 | 0480 | YPSILANTI COMMUNITY | 1,392.20 | |
| 02/20/2015 | AP | 167708 | 0211 | YPSILANTI TWP. TAX COLLECTION | 1,153.50 | |
| ,, | | | | · | | |
| AP TOTALS: | | | | | | |
| Total of 29 Checks: 52,579.04 | | | | | | |
| Less 0 Void Checks: 0.00 | | | | | | |

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

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 April indicating that if grass, weeds and other vegetation are not cut or destroyed by 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 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 NO. 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

\$50.00 per completed enforcement event

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

2015 Vegetation Enforcement Cost Recovery Model

(Revised Feb. 23, 2015)

| | | Average | |
|--|------------|-------------------|------------|
| | *Average | Hourly | Average |
| | Time (hrs) | Compensation | Cumulative |
| | | Rate ¹ | Cost |
| Ordinance Officer ² | 0.75 | \$34.70 | \$26.03 |
| Clerical Complaint Processing ³ | 0.05 | \$33.28 | \$1.66 |
| Clerical Invoicing/Payment ⁴ | 0.20 | \$40.82 | \$8.16 |
| Vehicle Use Cost ⁵ | 0.50 | \$7.53 | \$3.77 |
| Budget Admin Fee Expense ⁶ | 1.00 | \$10.18 | \$10.18 |
| Invoicing Supplies ⁷ | | | \$0.56 |
| | | | |
| Total | | | \$50.35 |

^{*}The average time spent on a typical vegetation enforcement case includes:

- Receiving the complaint (phone, voicemail, email, in person)
- Assigning the complaint for service
- Responding to the location
- Inspecting/photographing the location
- Opening case in BS&A inputting inspection results and photographs
- · Generating work order to contract mowing vendor
- Re-inspection/photographing the location after mowing is complete
- Updating case in BS&A input notes and photographs
- Receive/review billing statement from contract mowing vendor for accuracy
- Generate invoice in BS&A
- Print and mail invoice to property owner
- Receive/process payment in BS&A



¹ Compensation rate includes actual employee wages and fringe benefits.

² Compensation rate for the average of Bill Elling and Jill Kulhanek (OCS ordinance officers)

³ Compensation rate for the average of Aaron Dietz and Jane Carr (OCS clerical staff)

⁴ Compensation rate for Kristi Troy (Treasurer/OCS clerical staff)

⁵ Average 30 minutes vehicle use @ \$7.53/hr per 2015 MDOT Schedule C

⁶ Fund 266 (Ordinance Dept) administrative charges paid to general fund for operational overhead

⁷ Printing, paper, envelopes, postage

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 26, 2015

Re: Majestic Lakes PD Stage I Amended Preliminary Site Plan Application

First and foremost, please allow me to begin with a gesture of gratitude to the Board for the beneficial discussion that took place during the February 17th regular meeting. As with any development of this complexity, particularly a Planned Development, the input of the Planning Commission and Board are very important in the production of a beneficial and viable site plan. I believe the comments and suggestions provided the night of the meeting were well received and understood by the applicant and certainly staff.

After reviewing the draft meeting minutes of the February 17th meeting in addition to the recommended conditions and concerns noted by the Planning Commission, the following conditions were suggested:

- 1. The applicant shall agree to install security cameras at all entrances and 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.
- 3. The applicant shall install a fence, landscaping, and signage along the neighboring Lake Joyce in order to hinder any further trespassing.
- 4. The applicant shall agree to make access to existing non-motorized trails open and convenient without hindrance between buildings to enable convenient non-motorized connections with Textile Road and encourage healthy, walkable lifestyles.

- 5. Each subsequent developer and/or builder shall be required to enter into a development agreement with the Township to insure compliance with the approved final plan.
- All conditions, obligations and requirements noted within the Development Agreement executed on April 8, 2013 between the Charter Township of Ypsilanti and Blue Majestic, LLC shall remain in full force and effect.
- 7. The applicant shall agree to maintain the required and approved single-family/multi-family residential ratio (60/40) by the prohibition of renting the detached single-family units within the development.
- 8. The applicant shall agree not to accept any form of government subsidy in lieu of rent for the apartment portion of the development. All rent shall be sustained at a market rate.
- Any and all additional issues that may arise during the preparation of the final engineering and final site plan shall be resolved prior to PD Stage II final site plan consideration.

Recommendation:

Due to the overall number and complexity of the conditions noted above and due to the fact that the zoning relating to this property must be revisited, it is the recommendation of staff that the Board of Trustees refer the plan back to the Planning Commission for further review and consideration. Taking this action is permitted per section 1917(5)(b) of the Township Zoning Ordinance. Said section states: If the township board believes there is new information which might modify the recommendation of the planning commission, the board may return the application with the new information to the planning commission for reconsideration. The planning commission shall provide a recommendation within 30 days.

Due to the number of concerns, suggestions and comments noted during the February 17th meeting, I feel this is the most appropriate course of action. Doing so will allow the applicant time to further consider those comments and make any necessary changes to the PD Stage I Preliminary Site Plan and draft development agreement prior to any future consideration of the Planning Commission or Board.

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

Supervisor
BRENDA L. STUMBO
Clerk
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Treasurer
LARRY J. DOE
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Memorandum

To: Township Board of Trustees

Cc: Lisa Garrett, 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 28th 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:

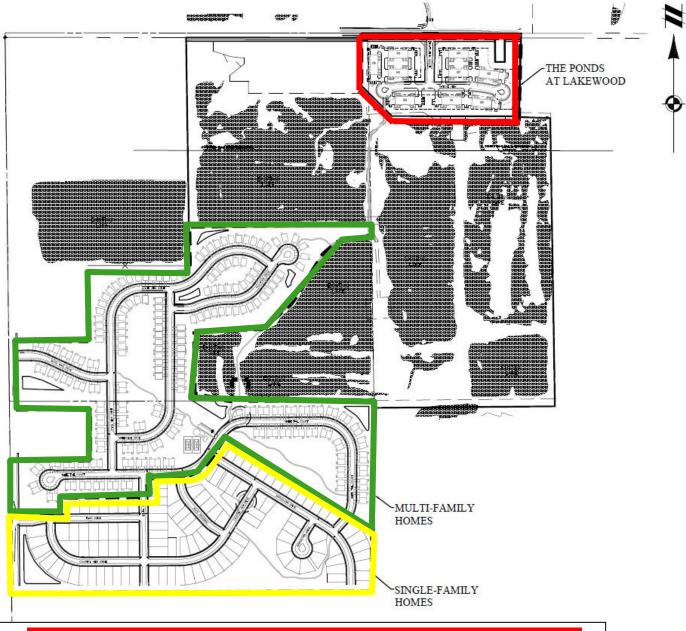
Taking into consideration the presentation of the recent affordable housing market study as presented by the Washtenaw County Office of Community and Economic Development stating in part that Washtenaw County has a growing disparity in housing options between the eastern and western portions of the county, 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



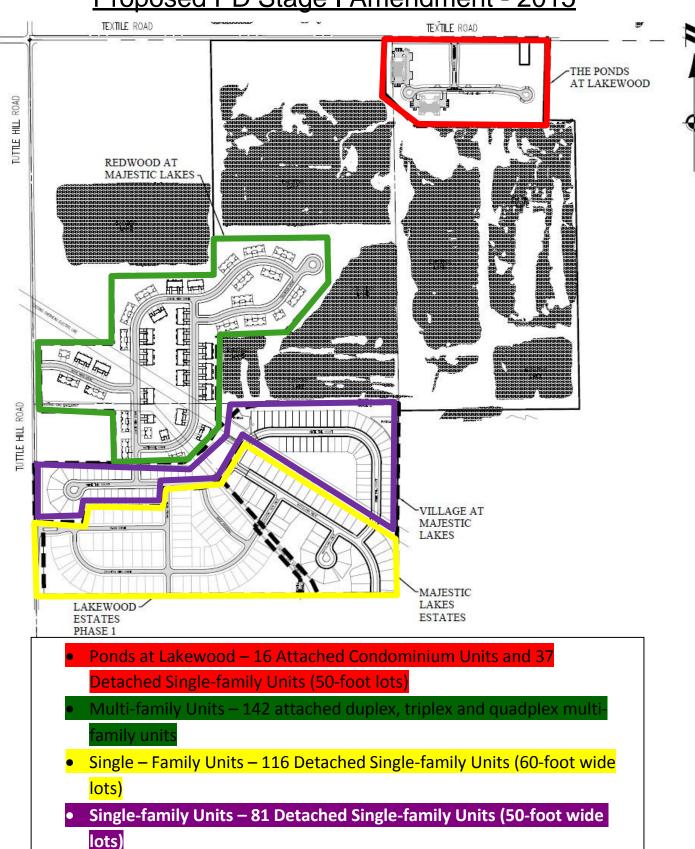
- Ponds at Lakewood 72 Attached Condominium Units
- Multi-family Units 227 Villa and Duplex Multi-family

Units

Units (70-foot wide lots)

- Total Number of Units = 415
 - 116 Single-family Units
 - 299 Multi-family Units

Proposed PD Stage I Amendment - 2015



Total Number of Units = 392

o 234 Single-family Units

o 158 Multi-family Units

Supervisor
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Clerk
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DEE SIZEMORE



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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 constriction 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 mulit-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 Treasure 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 23rd 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 10th 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 sumbmitted 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 resolve 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 be 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 approve 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

Planning Commission Minutes October 28, 2014 Page 10

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 discomforting 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

Planning Commission Minutes October 28, 2014 Page 17

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 proposes 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

Planning Commission Minutes October 28, 2014 Page 18

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 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 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.

Planning Commission Minutes October 28, 2014 Page 20

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 than 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. Its 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 sayso 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: Business Name: Business Address: Contractor: Applicable Codes: Reviewed By: Plans Dated: Job No: | 5 August 2014 Majestic Lakes Planned Unit Development (Blue Majestic, LLC) 32400 Telegraph Road, Suite 100, Bingham Farms, MI 48025 Atwell LLC Two Towne Square, suite 700, Southfield, MI 48076 International Fire Code 2009 Victor G. Chevrette, Fire Marshal 07-11-2014 45029 |
| ************* | Review Comments and Requirements |
| 2 Roads shall c | g of Lots required, IFC 2009 Chapter 5, section 505. omply with IFC 2009, Chapter 5, section 503. s shall be tested and maintained in accordance with IFC 2009, Chapter 5, |
| () Approved as(x) Approved con() Denied – see | Status of Plans: submitted — pending field inspection and final testing nditionally — see remarks remarks |
| Remarks: Fire Hydrant Flow to | esting record shall be submitted to Fire Marshal. |
| ************ | |
| Respectfully submitted for the | hus |

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.



YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD YPSILANTI, MICHIGAN 48198-9112 TELEPHONE: (734) 484-4600 FAX: (734) 484-3369 WEBSITE: www.ycua.org

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

Soot Their Senature

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

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.

Matthew of MacDonell

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 http://drain.ewashtenaw.org

November 12, 2014

Mr. Joe Lawson Planning Director Charter Township of Ypsilanti 7200 S. Fluron 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:

- 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.
- 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,

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. <u>General Terms</u>.

- 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.
- 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. <u>Conditions of PD Stage II Final Site Plan Approval</u>. 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. <u>Definitions</u>. 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. <u>Issuance of Building Permits</u>. 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. <u>Changes in the Types of Permitted Residential Developments</u>. 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

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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. <u>Master Deeds and Bylaws</u>. 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

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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. <u>Applicable Yard Setbacks</u>. All references to "Condominiums" in Section 2.11 shall be deemed to refer to the Residential Projects.
- g. <u>Development Review</u>. 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. <u>Public Water and Sewer</u>. 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. <u>Blue Majestic's Marketing Procedures</u>. 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. <u>Miscellaneous</u>.

- a. <u>Approval by the Parties</u>. This Amendment has been approved by Blue Majestic and the Township, as evidenced by the Township's governing body resolutions, dated , 2014.
- b. <u>Execution in Counterparts</u>. 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. <u>Headings; Construction</u>. 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

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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. <u>No Third Party Beneficiaries</u>. 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. <u>Joint Product of Parties</u>. 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. <u>Inspections</u>. 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. <u>Effect of Amendment</u>. 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

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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) (SOUNTY OF) | SS |
| On this day of _ | , 2014, the foregoing instrument was acknowledged of Blue Majestic LLC, ampany 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 |

13

| STATE OF MICHIGAN) |))SS |
|--|---|
| COUNTY OF) | |
| before me by Brenda L. Stur | , 2014, the foregoing instrument was acknowledged mbo, Supervisor, and Karen Lovejoy Roe, Clerk, of Charter ichigan Municipal corporation on behalf of the corporation. |
| | , Notary Public County, MI |
| | Acting in the County of, State of Michigan My Commission expires: |
| [Approved as to form & sub | estance] [Approved as to form only:] |
| | |
| DRAFTED BY: | |
| Mark S. Cohn Seyburn Kahn 2000 Town Center, Suite 15 Southfield, Michigan 48075 | |
| WHEN RECORDED RETU | JRN TO: |
| Wm. Douglas Winters McLain & Winters 61 N. Huron St. | |

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Ypsilanti, MI 48197

EXHIBIT A

PROPERTY

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

Commencing at the West ¼ corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence N89°51'07E 50.00 feet along the East-West ½ 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 ½ 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 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) 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°51'07E 581.40 feet; thence N00°39'24W 374.63 feet; thence S89°51'07"W 531.40 feet along said East-West 1/4 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 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.

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MICHAEL D. MULCATIV

LOWARD C. DAWON*

CURTIS J. MANN

SUANNE TIBERIO TRIMMER

SUSANJ. SADLER

TYLER D. TENNENT

GLENN G. ROSS

THERESA C. JOSWICK

ROBERT P. ANDERSON

JOHN MUCHA, III

WILLMAL L. ROSIN

TODD A. SCHAFER*

DANILL M. I FALPRIN

DANIEL M. I FALPRIN

DANIEL M. SERALE**

IEFEREY D. MOSS

WAYNE S. SECAL

ROBERT A WRIGHT, III*
JOSEPH M., JUDGE
RANDAL R. COLL
BRIAN I. CONSIDINE***
ALFREDO CASAB
DAVID A MOLLICONE**
UANA KREIS CLENCER
MARC K SALACH
SCOT C STORRIL
CHIKISTOPHER M. MANN
7ACHARY J. FSKAU****
FRANCES BILZER WILSON*****
EARL R. JOHNSON

FRIN BOWEN WEICH

KYLIE E. ANGILERI

February 6, 2015

OF COUNSU SIDNLY 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 DIG BAR
- **** ALSO MEMBER OF FLORIDA BAR
 ***** ALSO MEMBER OF ARIZONA BAR

EDWARD C. DAWDA
(DIRECT DIAL) 248,642,8696
EMAIL: EDAWDA@DAWDAMANN COM

Via FedEx

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

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.

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

| Unit | | Net Square | Overall Square |
|------|--------------------------|------------|-------------------|
| Туре | Notes | Footage | 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 MAJECTIC, 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

OVERALL SITE DESCRIPTION

DESCRIPTION OF A 254.51 ACRE PARCEL OF LAND IN THE WEST 1/2 OF SECTION 26, T3S, R6E, 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 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 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 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 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 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 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 ½ of the Northwest ¼ 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°05'02"W 381.06 feet; thence S45°04'16"E 310.86 feet; thence S89°55'00"E 918.71 feet; thence N01°27'01"E 27.82 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 1309.33 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; thence 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 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.



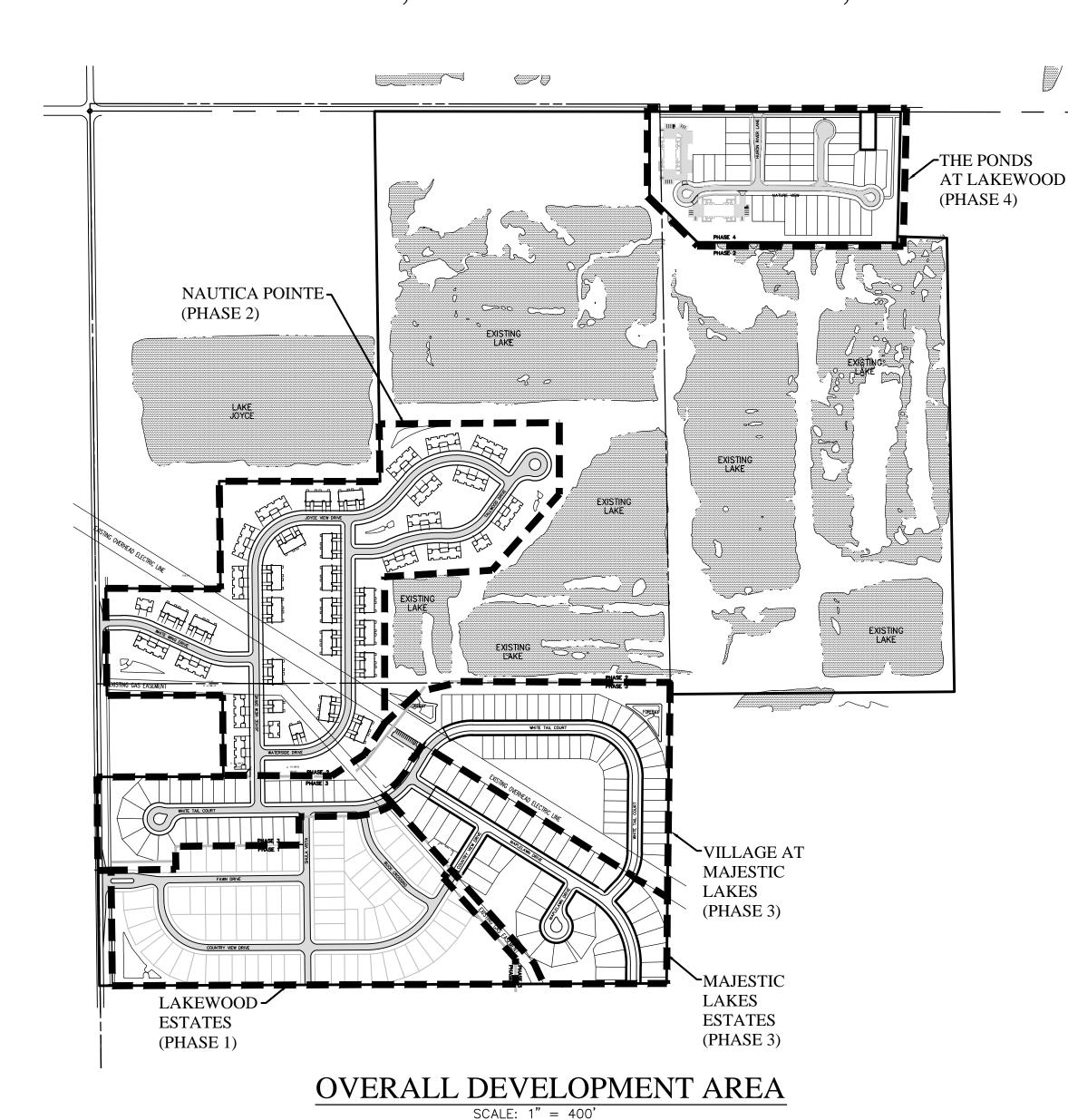
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES NOTICE: SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE SHALL DETERMINE THE EXACT LOCATION OF ALL SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS. GREES TO BE FULLY RESPONSIBLE FOR ANY AND LL DAMAGES WHICH MIGHT BE OCCASIONED BY THE COPYRIGHT © 2014 ATWELL, LLC CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR

> NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL, LLC

MAJESTIC LAKES

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

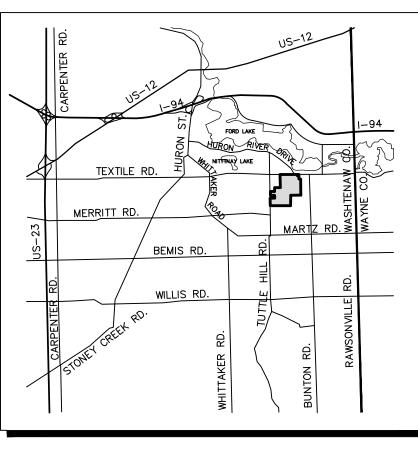


DEVELOPMENT NOTES:

<u>Roads</u> - The roads servicing the attached single family residences are proposed to be private cu'y gm'cu'y g'tqcf u'kp''y g'Rqpf u'qh'O clguwe'Ncngu0''Cm'qy gt'tqcf u'ctg'r tqr qugf 'cu'r wdne0

Trash"/ 'Ewtdukf g'r kenwr 'y km'dg"cxckredrg hqt "cm'ukpi rg'heo kn('hqw0"Rtkxevg 'vtcuj 'ugtxkeg'y km be provided for the attached single family residential portion of the development.

Catch Basins"/"Cml'ecvej "dcukp"eqxgtu'uj cmlkpenxf g'vj g'r j tcug'õF wo r 'pq'y cuvg. 'f tckpu'vq



VICINITY MAP NOT TO SCALE

SHEET INDEX

| 01 | COVER SHEET |
|----|--------------------------|
| 02 | AERIAL PLAN |
| 03 | EXISTING CONDITIONS PLAN |
| 04 | LAYOUT PLAN |
| 05 | LAYOUT PLAN |
| 06 | LAYOUT PLAN |

OPEN SPACE PLAN

Landscape Plans

| MAJESTIC LAKE | ES: |
|---------------|--|
| L-1 | OVERALL PRELIMINARY MASTER LANDSCAPE PLA |
| L-2 | PRELIMINARY MASTER LANDSCAPE PLAN |
| L-3 | PRELIMINARY MASTER LANDSCAPE PLAN |
| L-4 | PRELIMINARY MASTER LANDSCAPE PLAN |
| | |

| NAUTICA | NAUTICA POINTE: | |
|---------|-------------------------------------|--|
| L-1 | PRELIMINARY LANDSCAPE PLAN | |
| L-2 | PRELIMINARY LANDSCAPE PLAN | |
| L-3 | PRELIMINARY LANDSCAPE SPECIFICATION | |

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

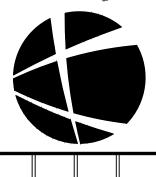
FRONT - 20' BLDG TO BLDG - 30'

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)



07-11-2014

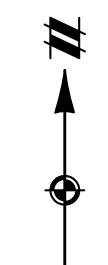
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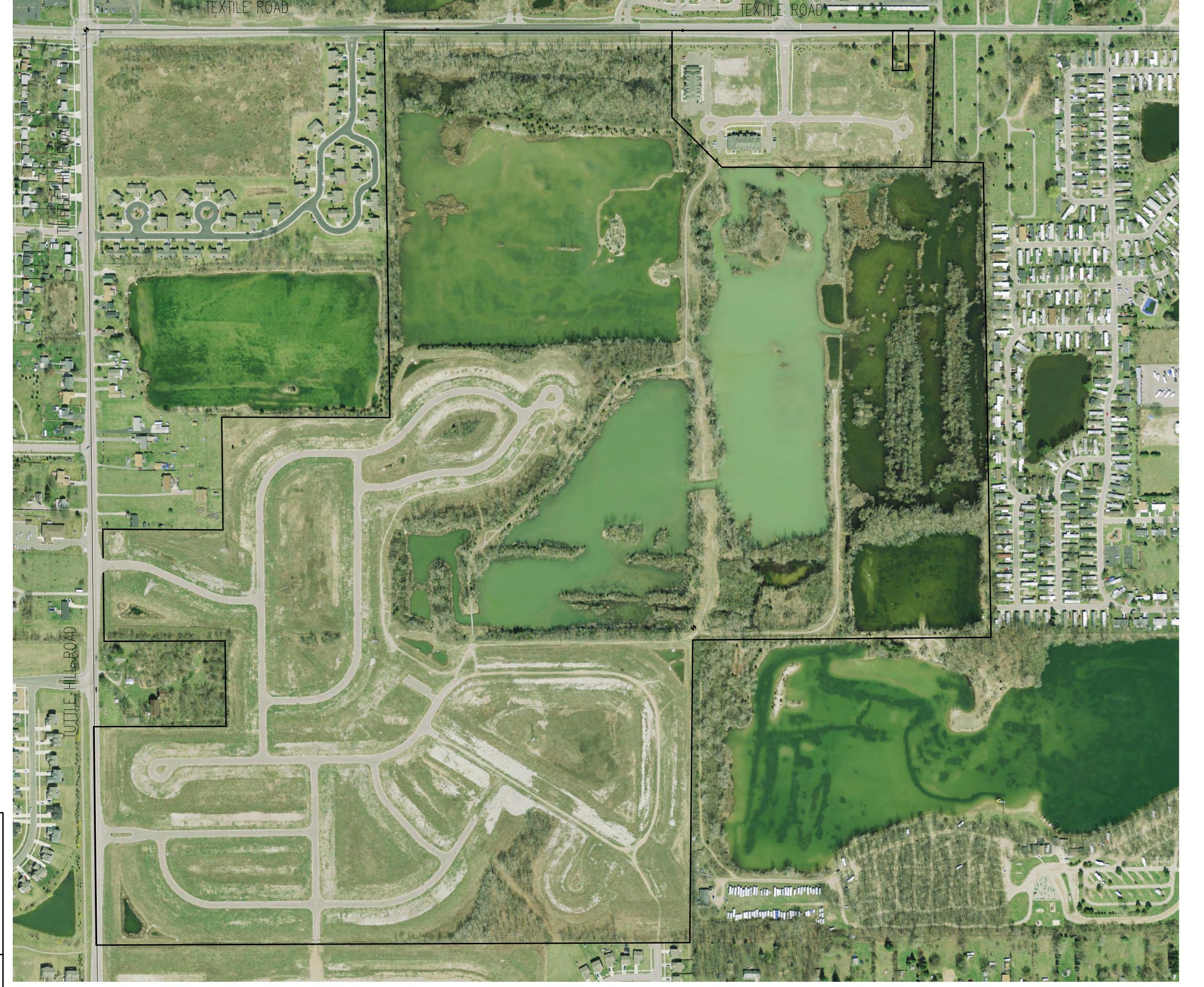


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NOT FOR CONSTRUCTION







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.

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.

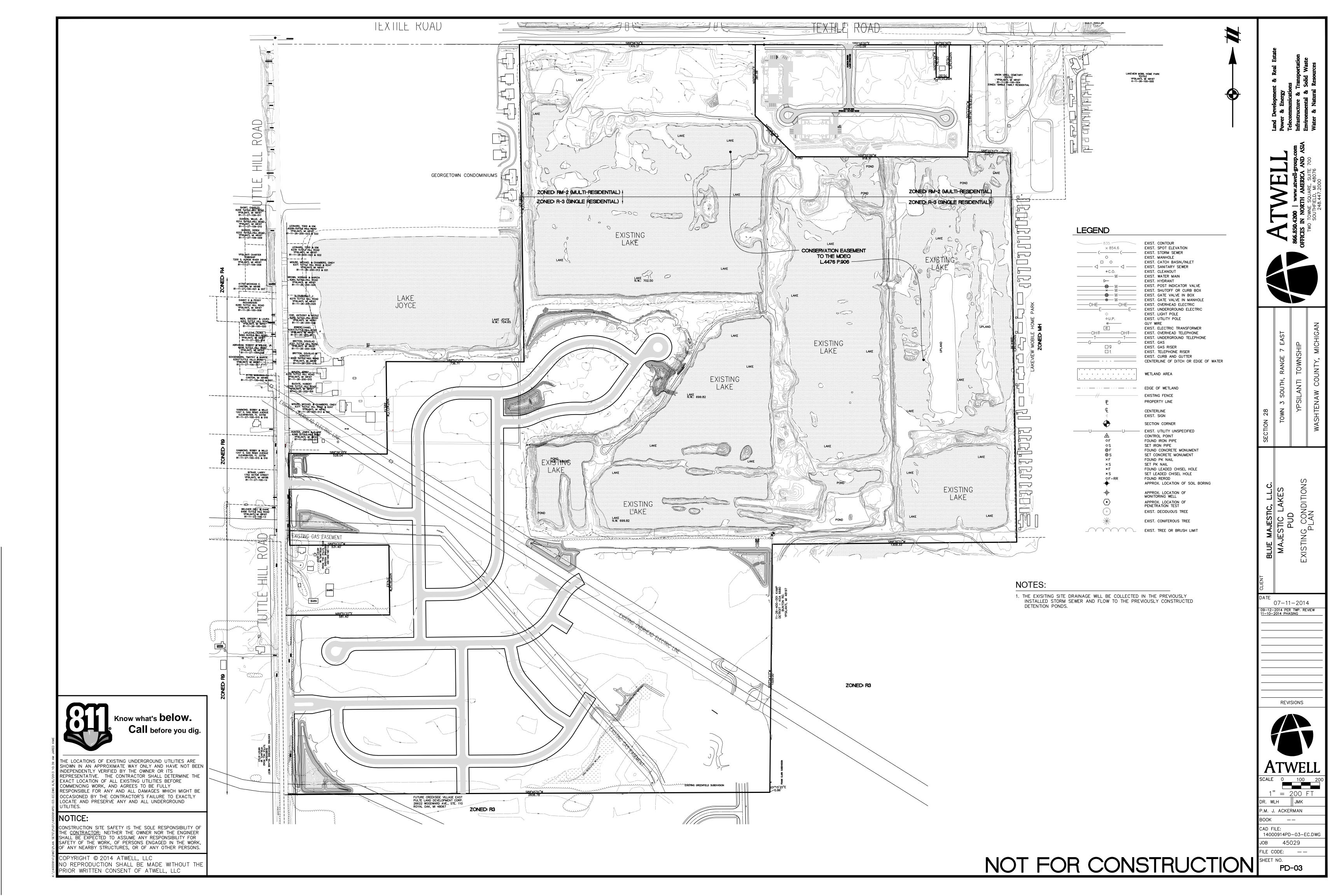
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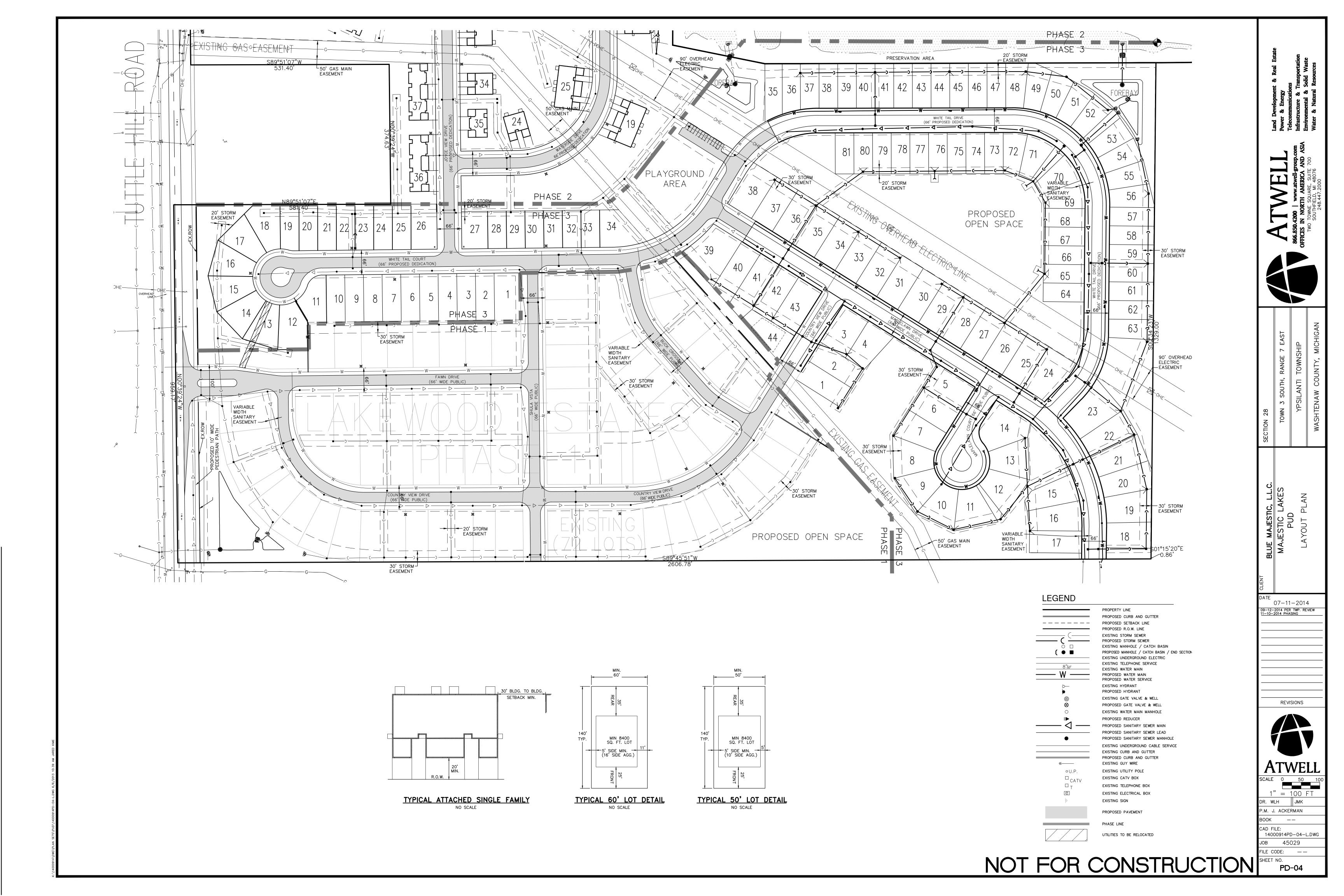
DATE 07-11-2014 09-12-2014 PER TWP. REVIEW 11-10-2014 PHASING

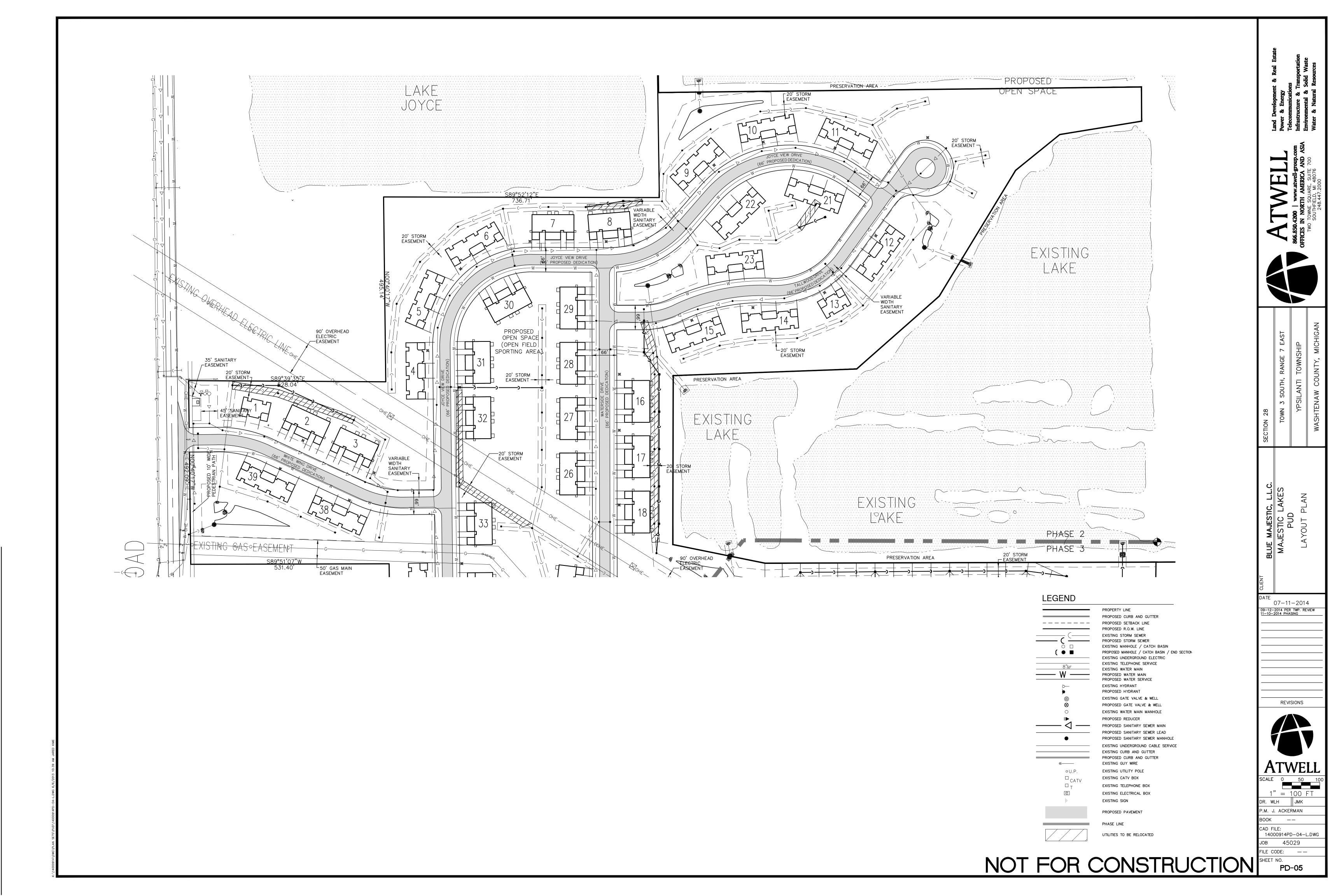
DR. WLH

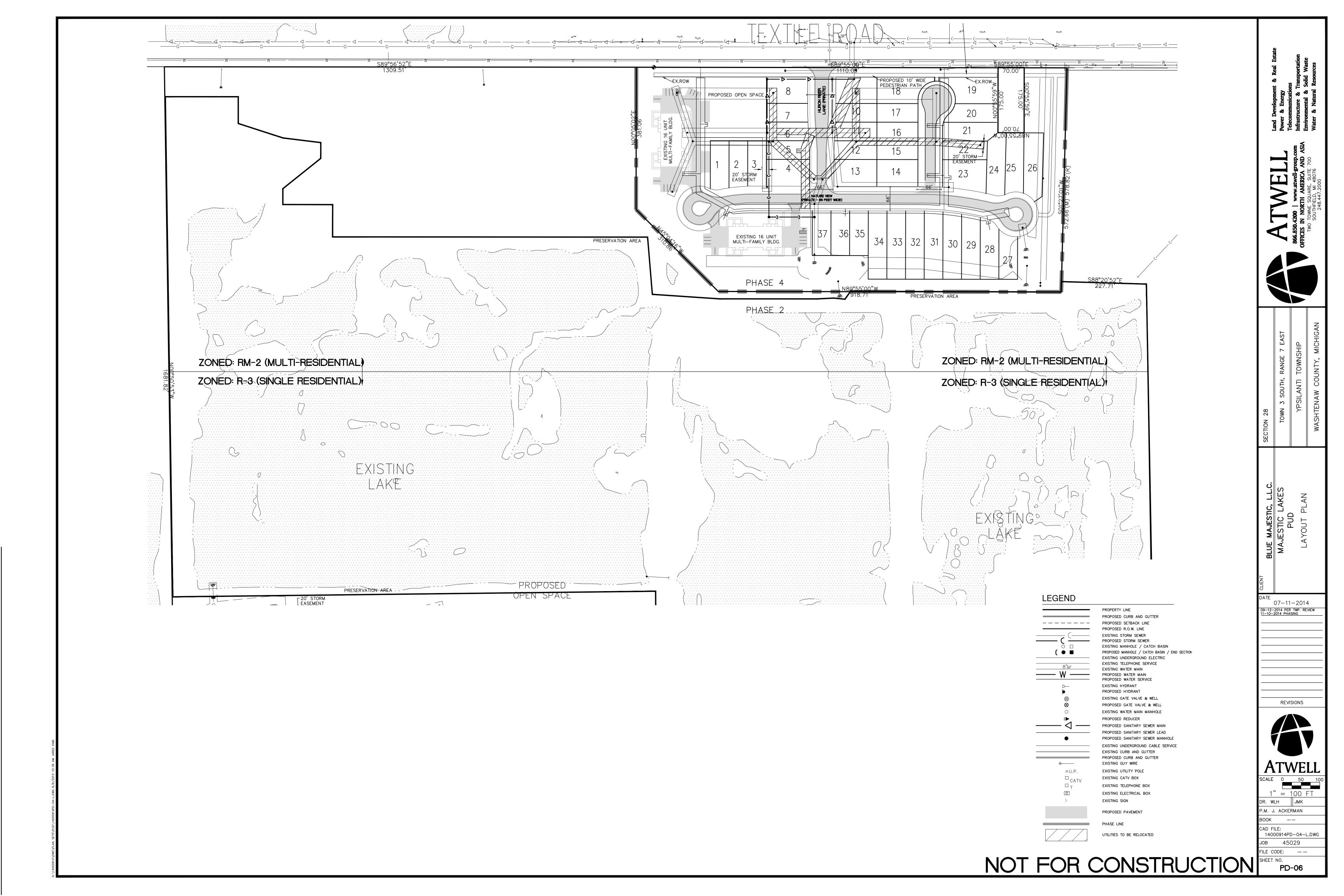
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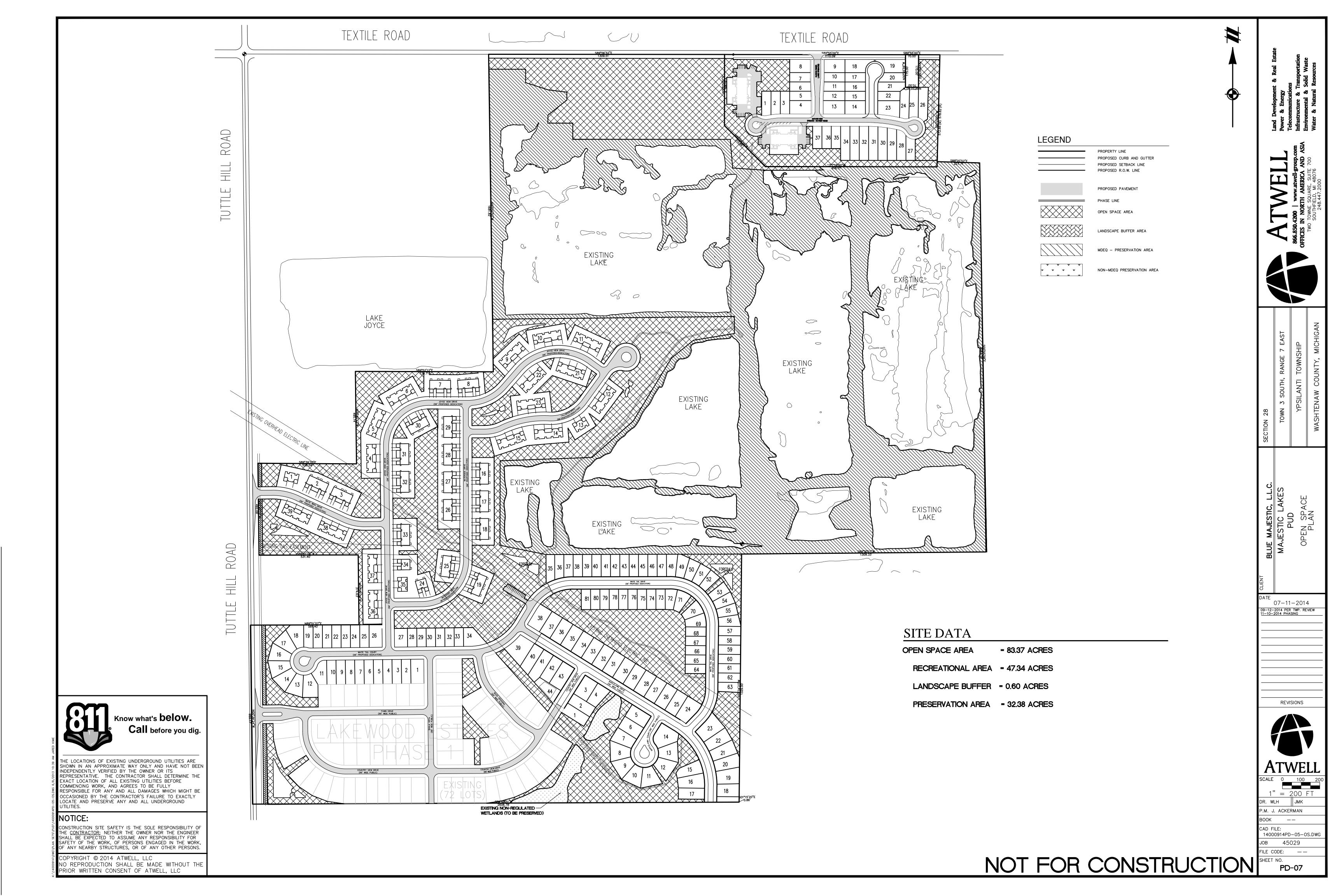
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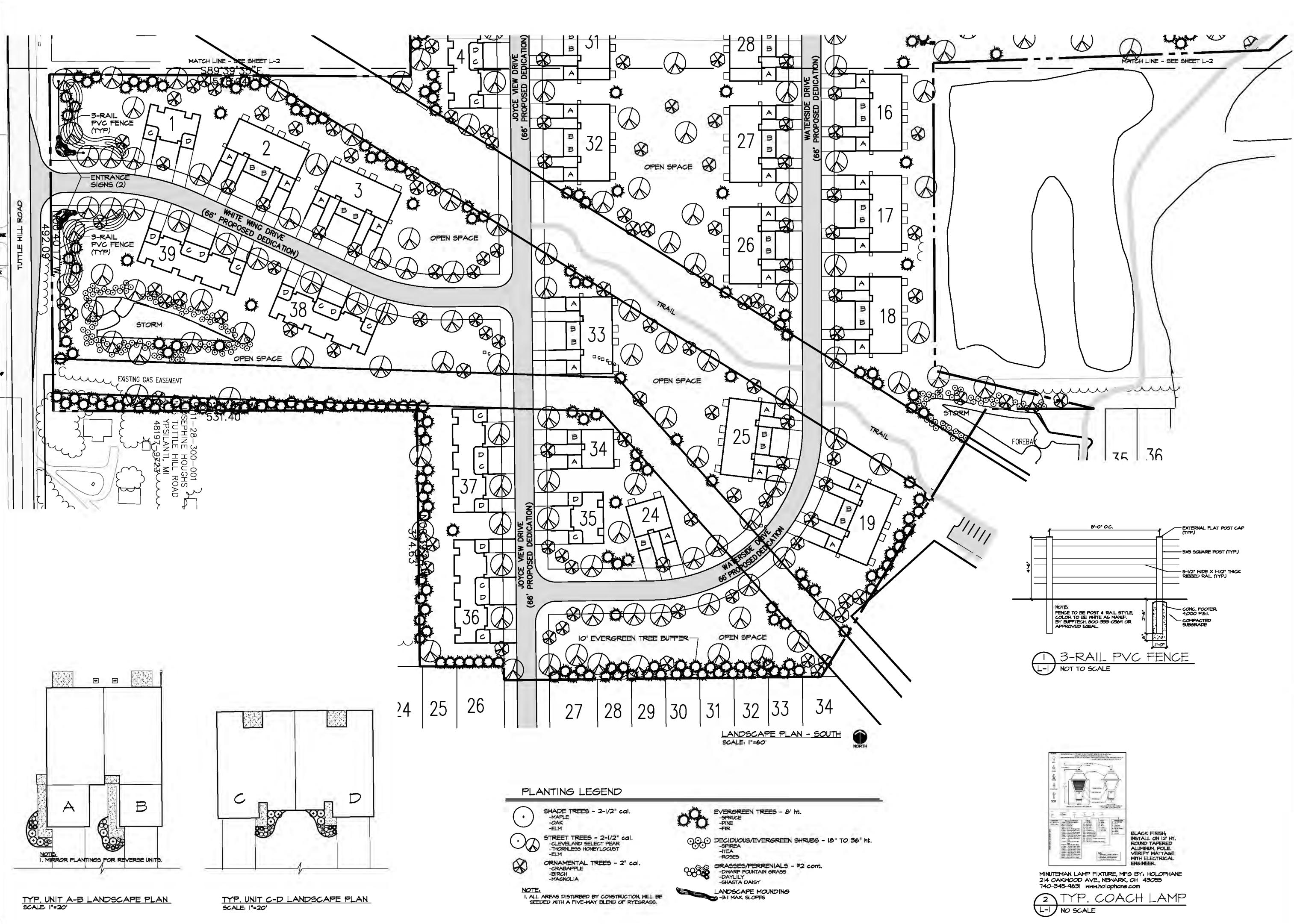














Job No: 14047 File: prelim plan.dwg

Date Notes

09-11-14 DRWN DJB

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Sheet 1 of 3
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PLANTING LEGEND

SHADE TREES - 2-1/2" cal. -MAPLE

STREET TREES - 2-1/2" cal. -CLEVELAND SELECT PEAR -THORNLESS HONEYLOCUST

ORNAMENTAL TREES - 2" cal. -CRABAPPLE

EVERGREEN TREES - 8' ht. -SPRUCE -PINE

LARGE DECIDUOUS SHRUBS - 6' ht. -VIBURNUM -BURNING BUSH -LILAC

SMALL DECIDUOUS SHRUBS - 18" ht.

NOTE:

I. ALL AREAS DISTURBED BY CONSTRUCTION, WILL BE SEEDED WITH A FIVE-WAY BLEND OF FESCUE.

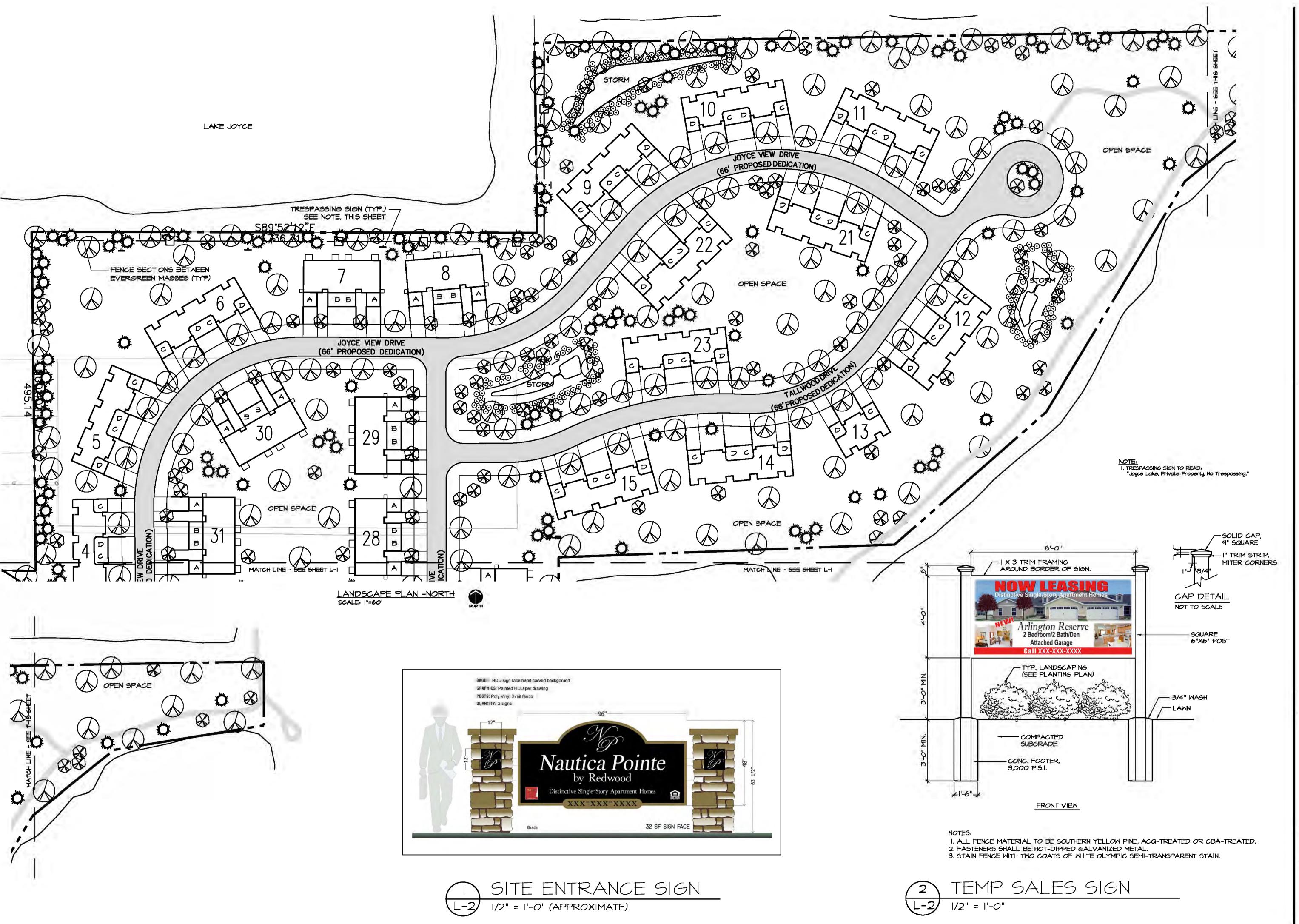


MASTER

Date

Job No: 14057 File: prelim-SRJ.dwg

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Landscape Architecture · Chagrin Fa

NARY LANDSCAPE PLAN
TICA POINTE

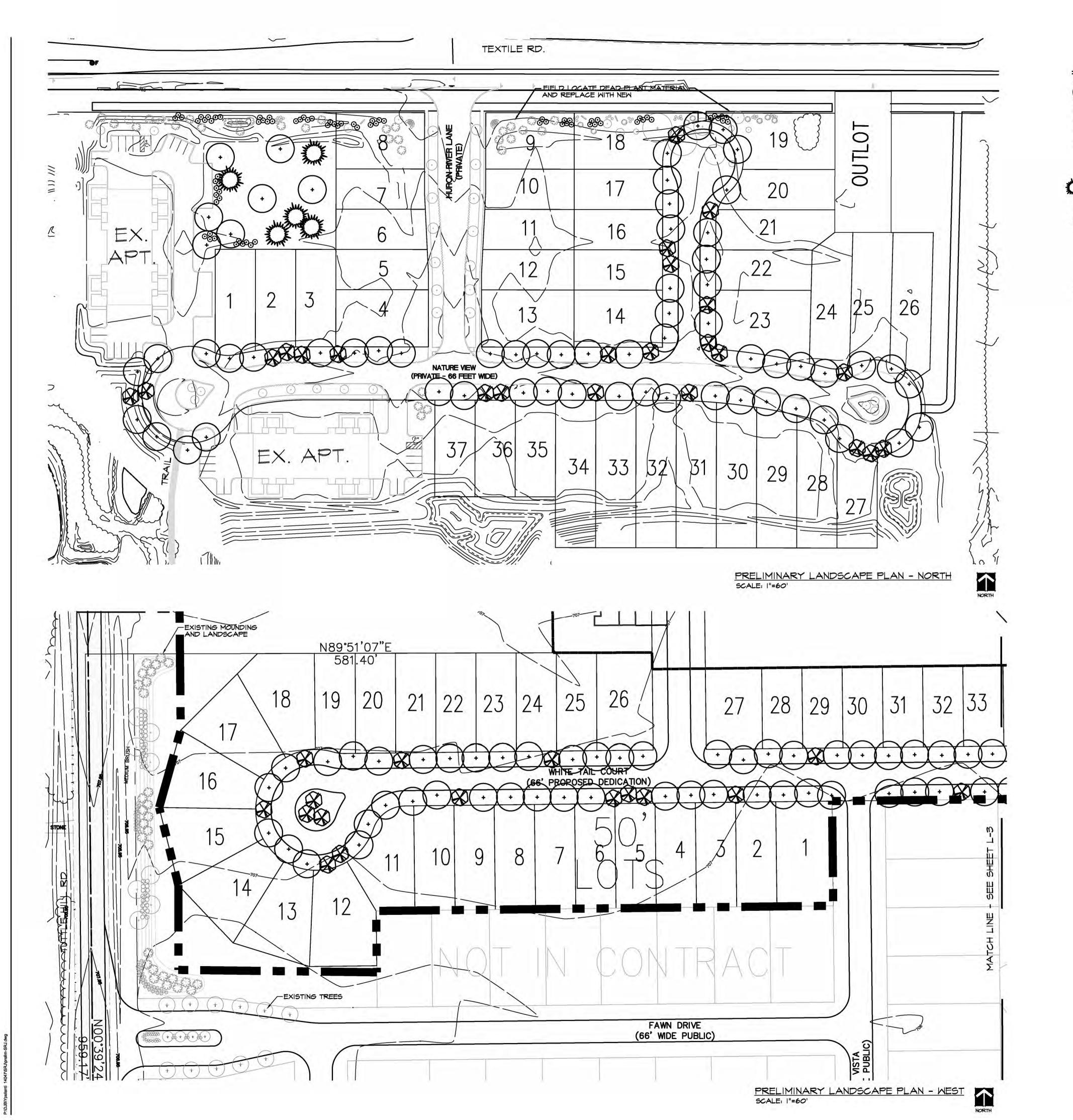
Date Notes
09-11-14 DRWN DJB

Job No: 14047

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File: prelim plan.dwg

Sheet 2 of 3
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PLANTING LEGEND

SHADE TREES - 2-1/2" cal.

STREET TREES - 2-1/2" cal. -CLEVELAND SELECT PEAR

-THORNLESS HONEYLOCUST ORNAMENTAL TREES - 2" cal. -CRABAPPLE

EVERGREEN TREES - 8' ht. -SPRUCE -PINE -FIR

LARGE DECIDUOUS SHRUBS - 6' ht.

SMALL DECIDUOUS SHRUBS - 18" ht. -SPIREA -ITEA

I. ALL AREAS DISTURBED BY CONSTRUCTION, WILL BE

SEEDED WITH A FIVE-WAY BLEND OF FESCUE.

EXISTING PLANT LEGEND

-HONEYLOCUST -LINDEN -OAK -SUGAR MAPLE

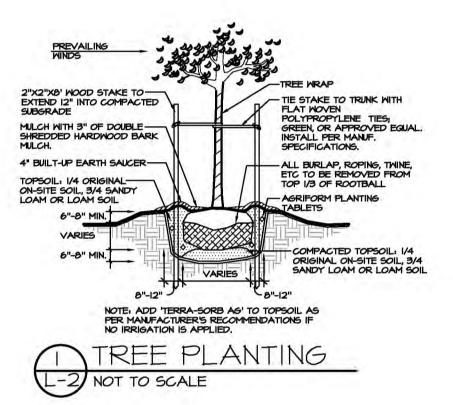
-HONEYLOCUST -RED MAPLE

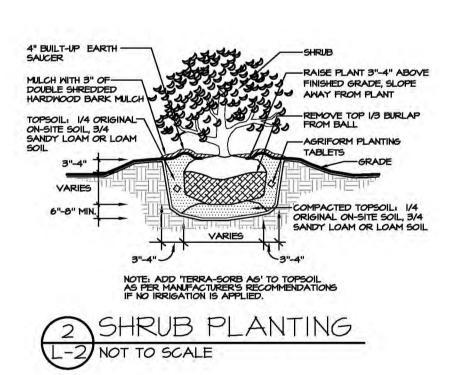
-WASHINGTON HAWTHORN

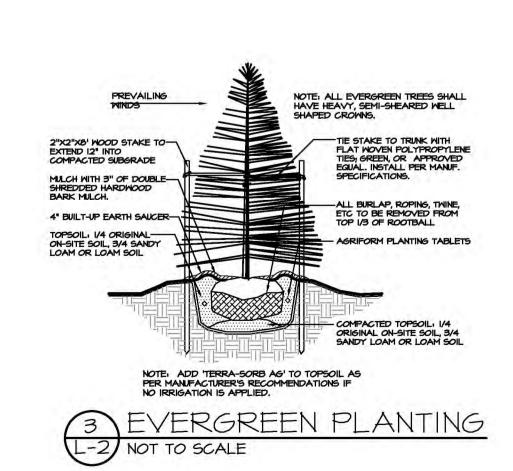


-DOGWOOD -CHOKECHERRY

-DAY LILY -PRAIRIE DROPSEED









CAWRSE & Landscape Archite

LANDS MASTER

Notes Date 09-11-14 DRWN EAD

Job No: 14057 File: prellm-SRJ.dwg

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PART I - GENERAL

A. DESCRIPTION:

 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 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.

c. Topsoil shall conform with ASTM D 5268-92.

C. SUBMITTALS:

I. 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. 3. Approval of plants at source does not alter right of rejection at project site.

D. PRODUCT HANDLING:

I. 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:

I. Topsoil/Planting Mix:

Use on-site stockpiled topsoil. If the quantity of on-site topsoil stockpiled is insufficient to complete the work, provide imported topsoil.

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, stone, 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 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 topsoll. Topsoll 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 GL Perennial Rye, 20% HomeRun Perennial Rye, 20% Flesta 4 Perennial Rye, 20% Amazing G5 Perennial Rye, 20% Protege GLR 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 soll 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.

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 900-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 after 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.

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 hydromulchina.

II. 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

12. Erosion Control Blanket: S-75 by North American Green as distributed by Meredith Brothers, Phone: (614) 258-4991 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 Guys: Provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knot holes and other defects. Provide wire ties and guys 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-woven, water-permeable polyester geotextile,

manufactured as a landscaping product. 18. Weed mat: Provide 4.1 oz., woven polypropylene, needle-punched fabric, weed barrier.

PART 3 - EXECUTION A. SURFACE CONDITIONS:

I. 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.

Shrubs and trees shall be installed within 1'-0" and groundcover shall be installed

B. LAYOUT:

within 6" of plant location shown on plan.

I. 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 (I") 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. q. Remove surplus topsoil from site.

3. Soil preparation:

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. Fertilizina 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 I" in any

dimension and sticks, roots, rubbish, and extraneous matter. Remove all weeds from area.

d. Grade lawn areas to smooth, free draining and even surface with a loose, uniformly e. Rake in a light application of 12-12-12 fertilizer at a rate of 5 lb. per 1000 S.F.

before laying sod. f. Dampen dry 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 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. 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. 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.

c. Seed all areas disturbed by construction.

(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 1000 square feet. (4) Cover the seeded area with a 1-1/2" thick layer of non-compacted straw

or other approved means. 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.

7. Hydroseeding

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: 1,500 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 I and June I or September I and November I. All other plantings to be done between the dates of June 2nd and August 31 to be Wilt 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. 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

2. Shrubs:

a. General (1) Planting areas shall have a soil mixture at a 6" depth minimum.

grades or finished grades above finished floor elevations.

(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, staves, 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.

(1) Dig and prepare shrub pits or beds prior to planting to a minimum depth

(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 I" 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.

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, staves, 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

(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.

(I) When the tree has been properly set, backfill tree pit halfway and place fertilizer planting tablet beside rootball about I" 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 guying 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.

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 annuals

c. Mulch with I" of compost mulch or treat soil with a granular pre-emergence herbicide suitable for annual plantings

6. Prunina:

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.

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. a. Maintain immediately following the accomplishment of planting operations of any

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. Mowing: The lawn seeded area shall be moved with approved moving 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 moved, or in the case of exceedingly rank

arowths, 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. 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. 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 clean the site of all mulching materials and other debris prior to the final inspection.

1. 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. . 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. Maintain trees, shrubs and other plants until final acceptance, but in no case less

than 60 days after substantial completion of planting. 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.

work as directed.

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.

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

2. Any soil, manure, peat, or similar material which has been brought onto paved areas by

F. ACCEPTANCE

I. 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.

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

d. Guarantee period also applies to replaced material.

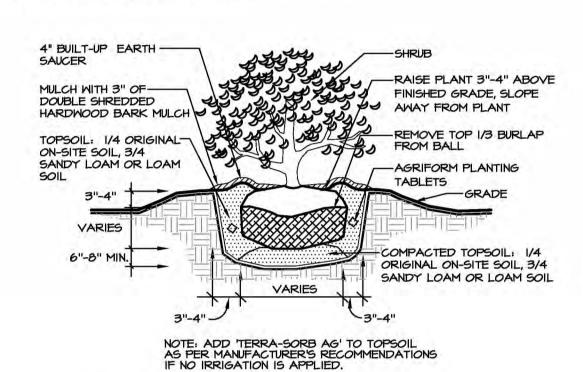
be made by the Architect. Written notice requesting the inspection shall be submitted by the Contractor at least 10 days prior to the anticipated date. b. The purpose of the inspection shall be for the acceptance of the contract

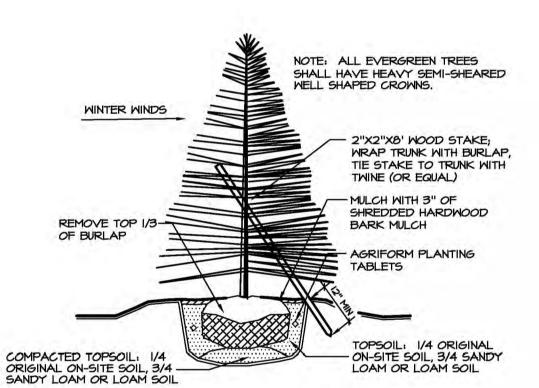
work including maintenance during installation, but exclusive of replacements. c. After the inspection of the Architect, the Contractor shall be notified in writing of acceptance of the work. If there are any deficiencies in the maintenance, during installation, the Contractor will be notified of these deficiencies in writing bu 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

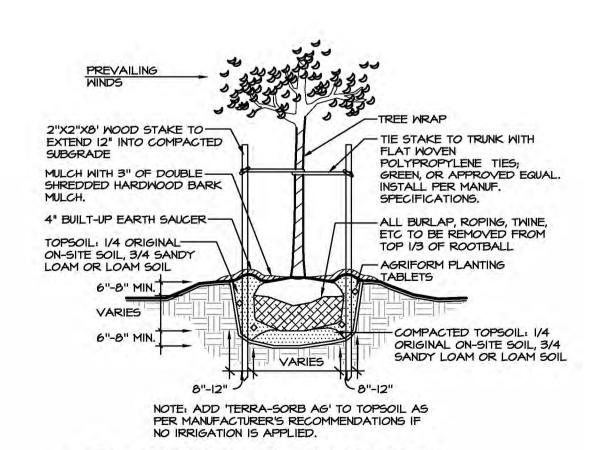
healthu or 40% defoliated growing condition will be noted. Remove the material so noted from the site at the direction of the Architect and replace during the following planting season with the materials of like kind and size, and in a manner specified for the original planting at no extra cost.





NOTE: ADD 'TERRA-SORB AG' TO TOPSOIL AS PER MANUFACTURER'S RECOMMENDATIONS IF NO IRRIGATION IS APPLIED.







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Date Notes 09-11-14 DRWN DJB

ELIMINAR

Job No: 14047

File: prelim plan.dwg



CAWRSE & ASSOCIATES, INC. Landscape Architecture · Land Planning

LANDS MASTER

Date Notes

Job No: 14057 File: prelim-SRJ.dwg

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SECTION 02900 - LANDSCAPING

PART I - GENERAL

A. DESCRIPTION:

. 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: 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 Nurserumen.
- (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) Evergréen 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 5268-92.

C. SUBMITTALS: I. Material List:

- Within 35 days after award of Contract, and before any planting materials are delivered to the lob 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.

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:

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
- 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: I. 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.

- Use imported topsoil. Contractor to obtain rights and pay all costs for imported copsoil material. Topsoil shall meet the following requirements:
- (1) Shall be free from admixture of subsoil, heavy clay, coarse sand, stone, 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 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 Testina Firm.

- Seed shall be 5 Way Blend Perennial Rye Grass, composed of 20% Apple GL Perennial Rue, 20% HomeRun Perennial Rue, 20% Flesta 4 Perennial Rue, 20% Amazina 65 Pérennial Rye, 20% Protege GLR 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
- 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 900-mesh sieve.

5. Fertilizer For Lawns:

and development when planted.

- 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: (I) 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 after effects of insects (borers). (4) Plants shall be true to scientific names. The names used are those of "Standardized Plant Names".

'Soil Moist' granular soil moisturizer Polymer Product or equal, as manufactured and

- distributed by JRM Chemical Inc., Cleveland, Ohio, (216-475-8488), or equal.
- All mulch shall be double shredded, hardwood bark, dark brown in color. 9. Fertilizer For Plantinas:
- 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.

- II. 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
- 12. Erosion Control Blanket: S-75 by North American Green as distributed by Meredith Brothers, Phone: (614) 258-4991 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 Guys: Provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knot holes and other defects. Provide wire ties and guys 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-woven, water-permeable polyester geotextile, manufactured as a landscaping product.
- 18. Weed mat: Provide 4.1 oz., woven polypropylene, needle-punched fabric, weed barrier.

PART 3 - EXECUTION

A. SURFACE CONDITIONS:

2. Discrepancies:

- . 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.
- 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: Shrubs and trees shall be installed within I'-O" and groundcover shall be installed

C. LAWN:

within 6" of plant location shown on plan.

- . General: a. Plantina 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
- (I") in size, gravel, weeds, sticks, and rubbish shall be removed.
- b. Scarify subarade 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 reaured
- 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.
- q. 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.

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. Remove all weeds from area.
- d. Grade lawn greas 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 1000 S.F. before laying sod.
- f. Dampen dry soil prior to sodding. q. 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 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.
- . Do not lay dormant sod or install sod on saturated or frozen soil. 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.
- 1. 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
- 1000 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.

- 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
- Tackifier: 45 lbs./acre
- d. Wood cellulose, fiber mulch: 1,500 lbs./acre of straw mulch: 2-1/2 tons/acre e. Limestone: Rate determined by soil test.

D. PLANTING

- a. All plantings shall be done between the dates of March I and June I or September I and November I. All other plantings to be done between the dates of June 2nd and August 31 to be Wilt 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.

grades or finished grades above finished floor elevations.

Topsoil for planting operations shall be furnished by the Contractor. d. The depth of planting areas is the depth below the finished grade. Provide positive drainage away from all buildings and around or away from planting beds to prevent ponding of water. Do NOT raise bed

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 arade.
- (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, staves, 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.
- (I) Dig and prepare shrub pits or beds prior to planting to a minimum depth
- (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 I" 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.
- 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
- (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, staves, 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
- (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.
- (1) When the tree has been properly set, backfill tree pit halfway and place fertilizer planting tablet beside rootball about I" 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 guying 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. Annuals: 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 aravel for annuals. c. Mulch with I" of compost mulch or treat soil with a granular pre-emergence herbicide
- suitable for annual plantings.
- 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.

- 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 Durina Installation: a. Maintain immediately following the accomplishment of planting operations of any
- 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 moved with approved mowing equipment to a height of two inches (2") whenever the average height of grass becomes three inches $(\vec{3}")$. If weeds or other undesirable vegetation threaten to smother the planted species, such vegetation shall be movied, 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 (IO) pounds per one thousand (IOOO) 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.
- Damaged areas shall be promptly replanted. Use erosion netting as required. h. The contractor is responsible to clean the site of all mulching materials and other debris prior to the final inspection. I. Final Inspection: Inspection of work for lawns will be made after the second

q. Lawns shall be protected against damage, including erosion and washouts.

- cutting, written notice requesting inspection shall be submitted at least ten (10) days prior to anticipated date. j. 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.
- k. Maintain trees, shrubs and other plants until final acceptance, but in no case less than 60 days after substantial completion of planting. 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
- 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
- 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

I. 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

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 IO 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 avarantee 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. 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.



ASSOCIATION - Lanc

WRSE Ascape Arch

APE

09-11-14 DRWN EAD

Job No: 14057

File: prelim-SRJ.dwg



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 23rd and formally resubmit the necessary plans prior to the October 212st 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 basis. 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 envelops 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:

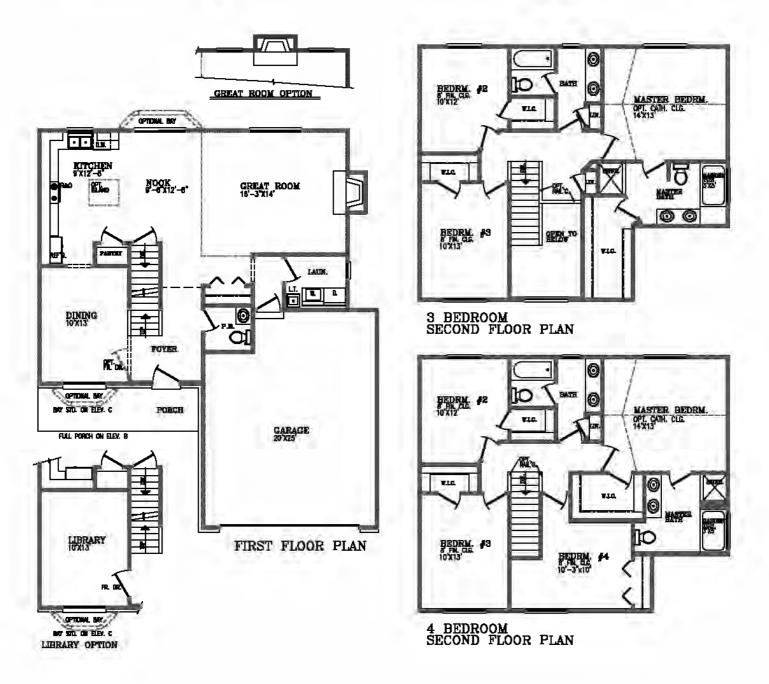


Infinityhomescorp.com

42400 Grand River Ave. Suite 112 Novi, MI 48375

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.



Presented By:



Infinityhomescorp.com

THE LARCH II



Elevation C



Elevation B



Elevation A

Presented By:

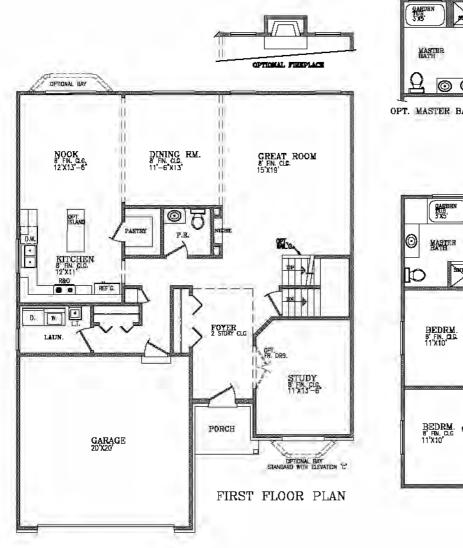


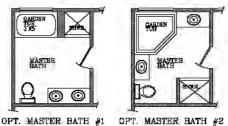
Infinityhomescorp.com

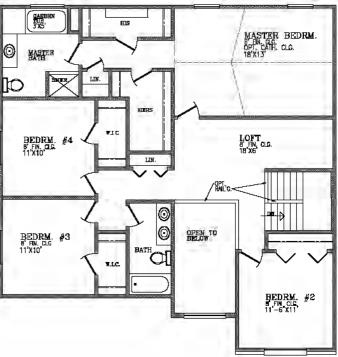
42400 Grand River Ave. Suite 112 Novi, MI 48375

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.







Presented By:



Infinityhomescorp.com

SECOND FLOOR PLAN

THE PENINSULA



Elevation C



Elevation B

Elevation A

Presented By:

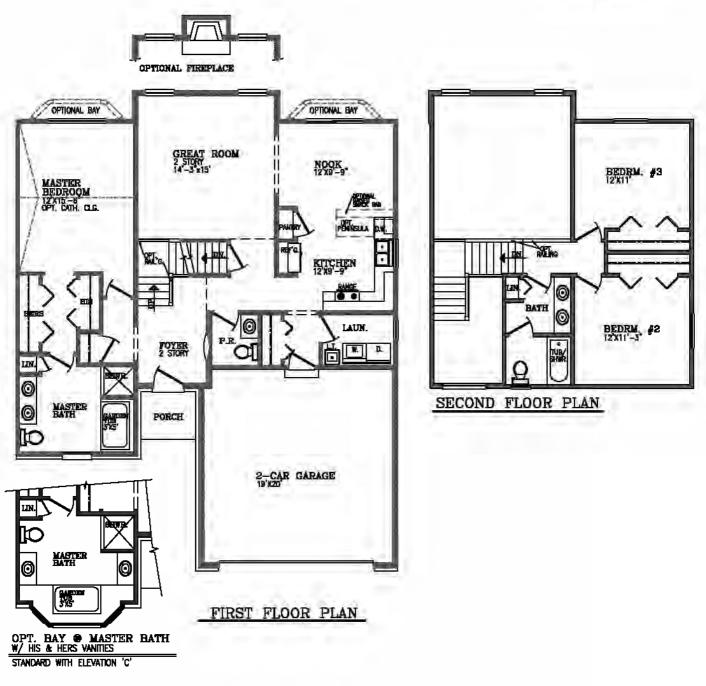


Infinityhomescorp.com

42400 Grand River Ave. Suite 112 Novi, MI 48375

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.



Presented By:



Infinityhomescorp.com

THE TRAVERSE



Elevation C





Elevation B

Elevation A

Presented By:

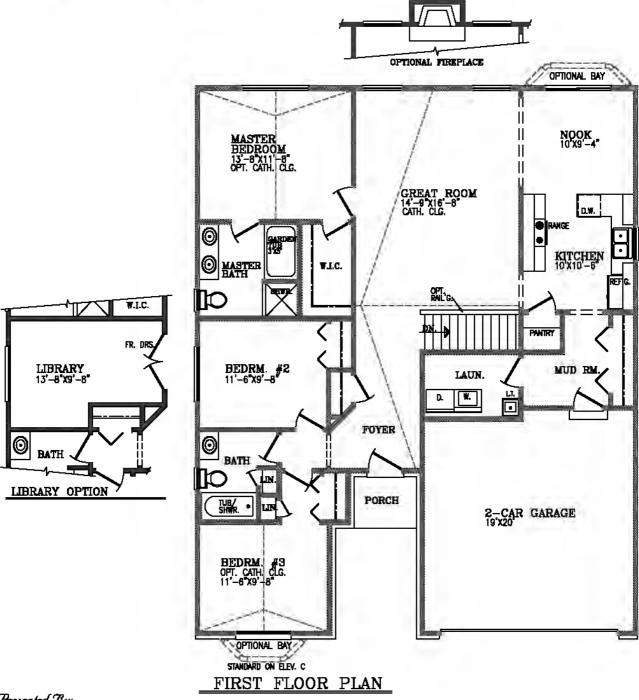


Infinityhomescorp.com

42400 Grand River Ave. Suite 112 Novi, MI 48375

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

THE CATALINA



Elevation C



Elevation B

Elevation A

Presented By:

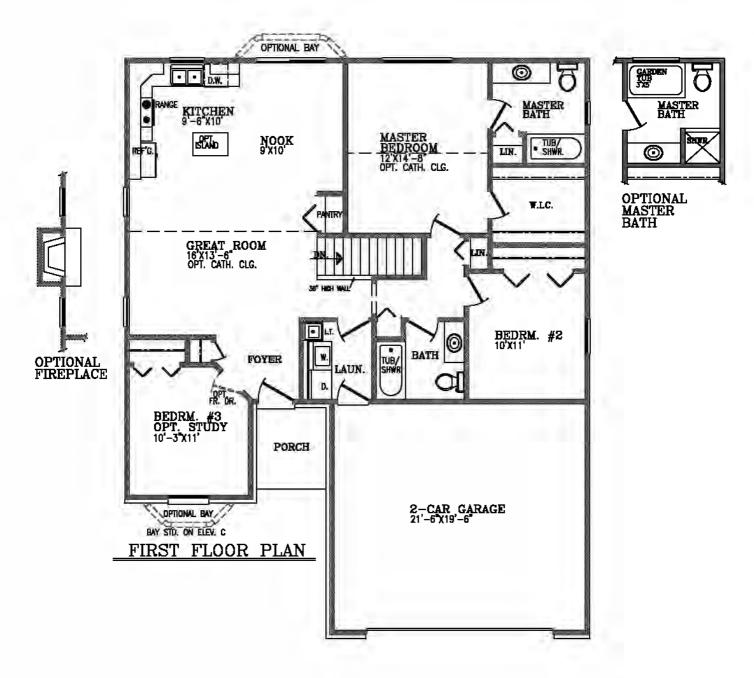


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42400 Grand River Ave. Suite 112 Novi, MI 48375

THE CATALINA

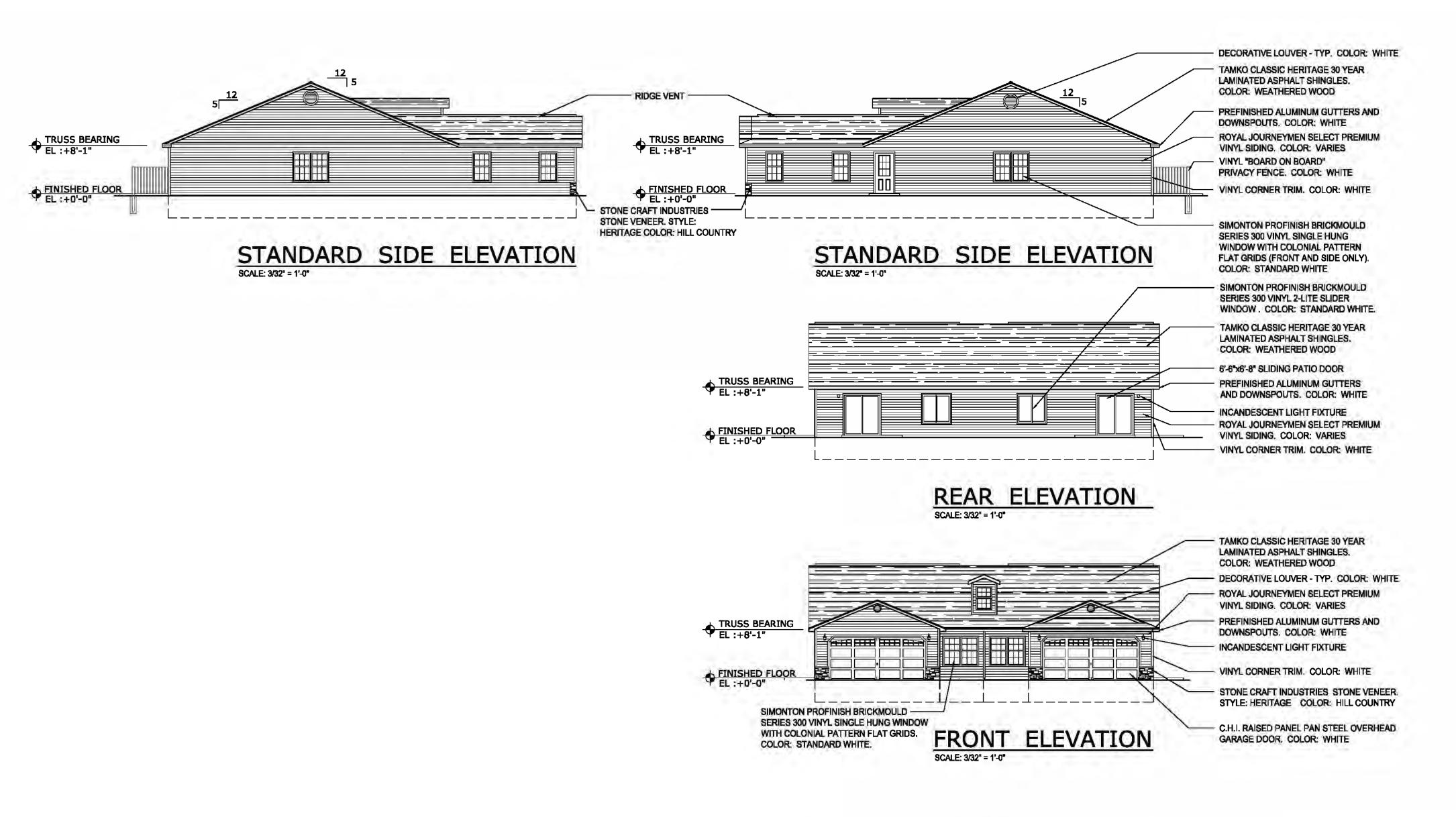
The 1300 square foot Catalina is our cute but spacious 2 or 3 bedroom, 2 bath ranch model. The homes comes standard with a full basement and a 2 car garage. The open kitchen and great room layout provides an excellent set up for entertaining and gatherings. The plan allows for an optional master bath layout for a separate shower and tub area.

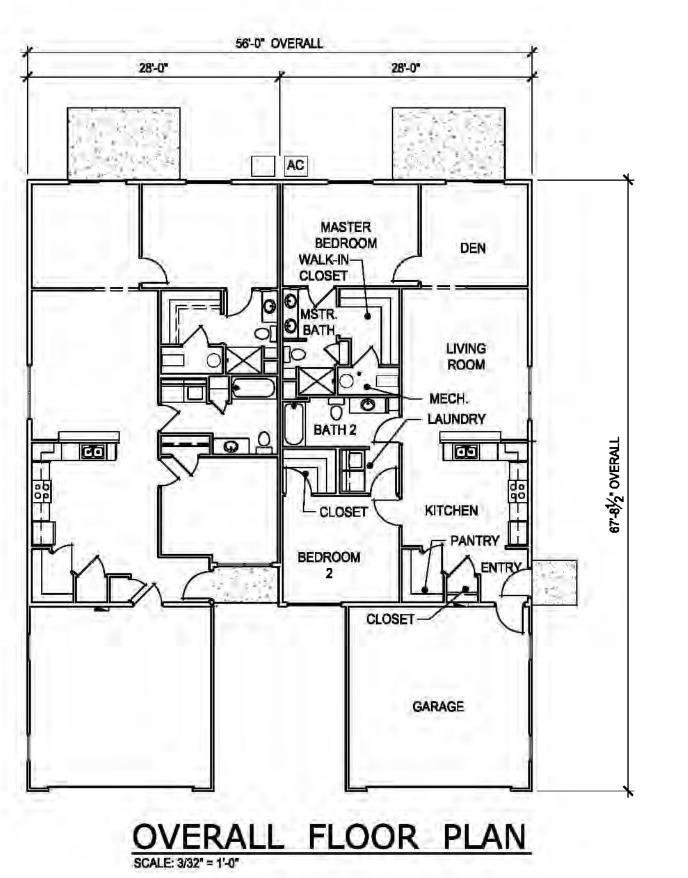


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Infinityhomescorp.com

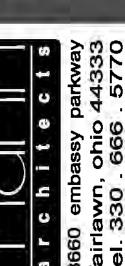




PRELIMINARY

NOTE!!! THIS DRAWING IS NOT FOR CONSTRUCTION



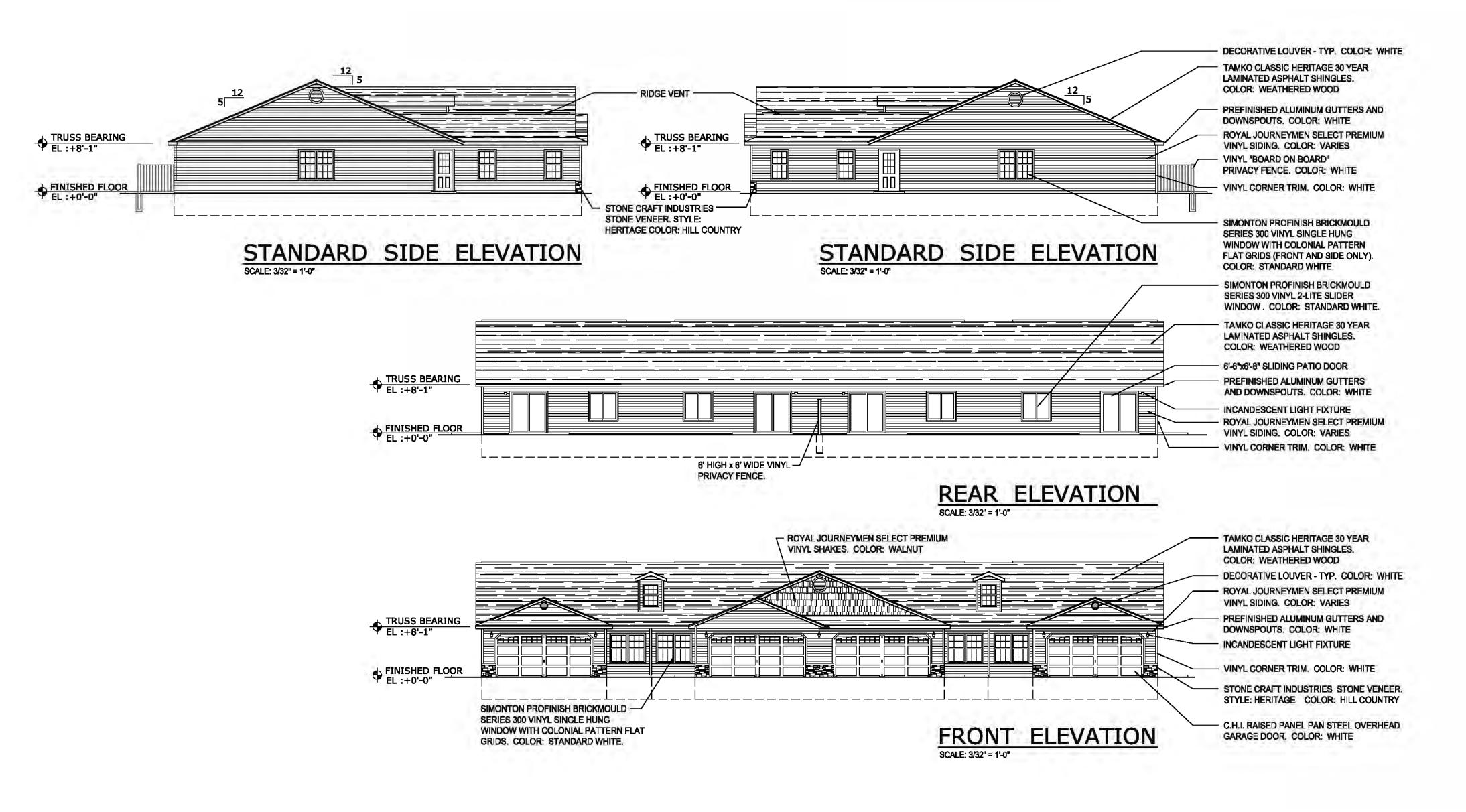


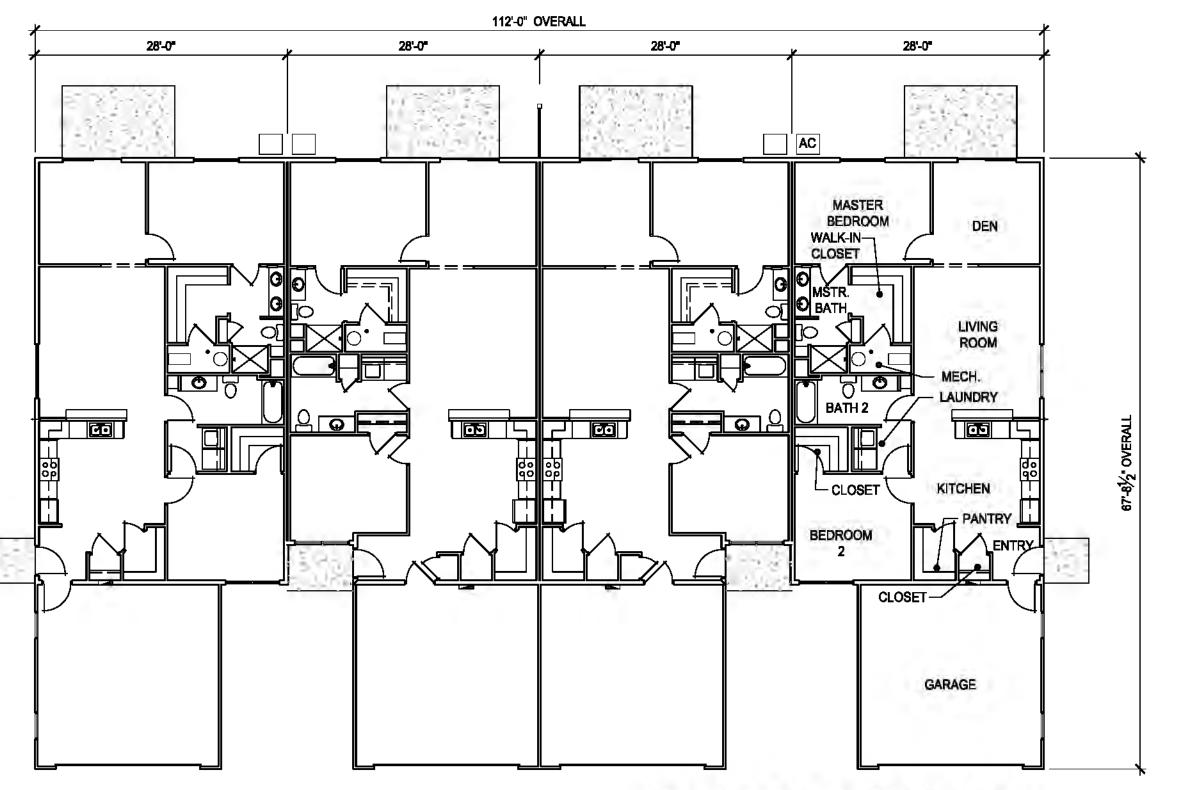
APARTMENTS CAR 2

28' WIDE date UNE 23, 2014

BUILDING no.

LAKEWOOD ESTATES





PRELIMINARY

NOTE!!! THIS DRAWING IS NOT FOR CONSTRUCTION

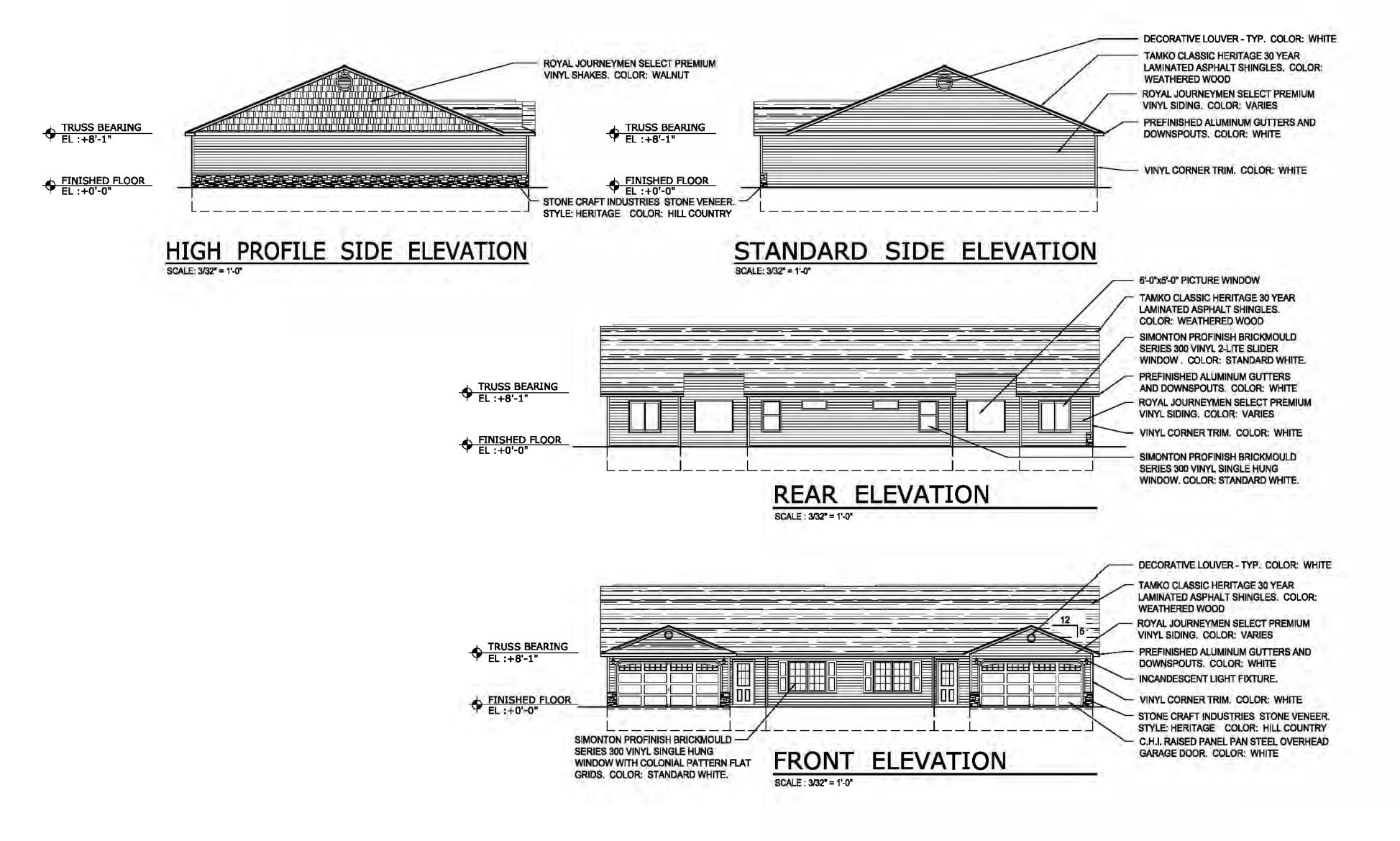
Redwood

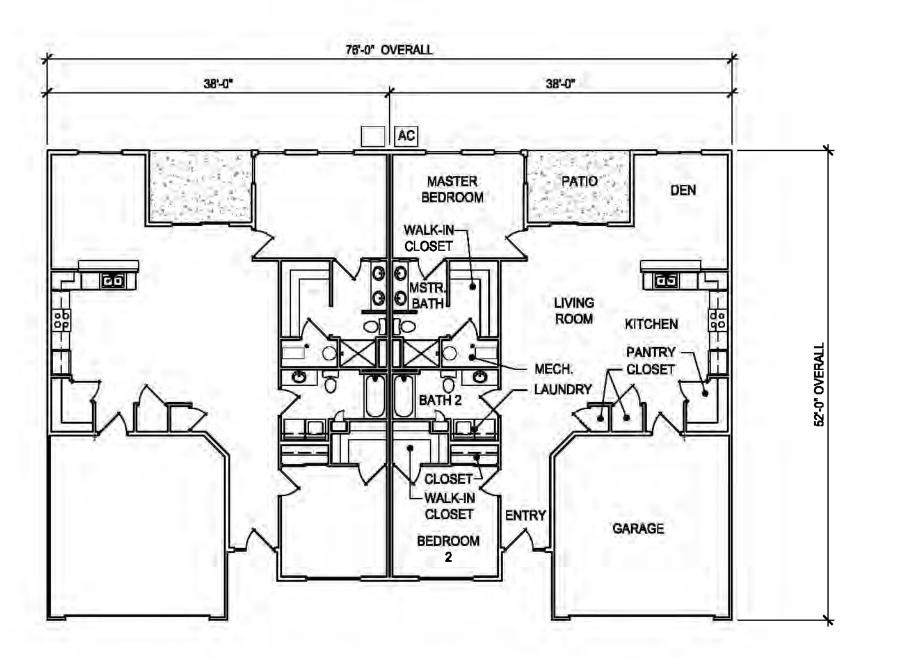


CAR

APARTMENTS 28' WIDE date UNE 23, 2014

BUILDING no. LAKEWOOD YPSILANTI, MICHIGAN

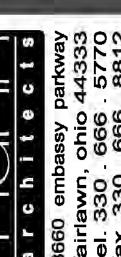




PRELIMINARY

NOTE!!! THIS DRAWING IS NOT FOR CONSTRUCTION





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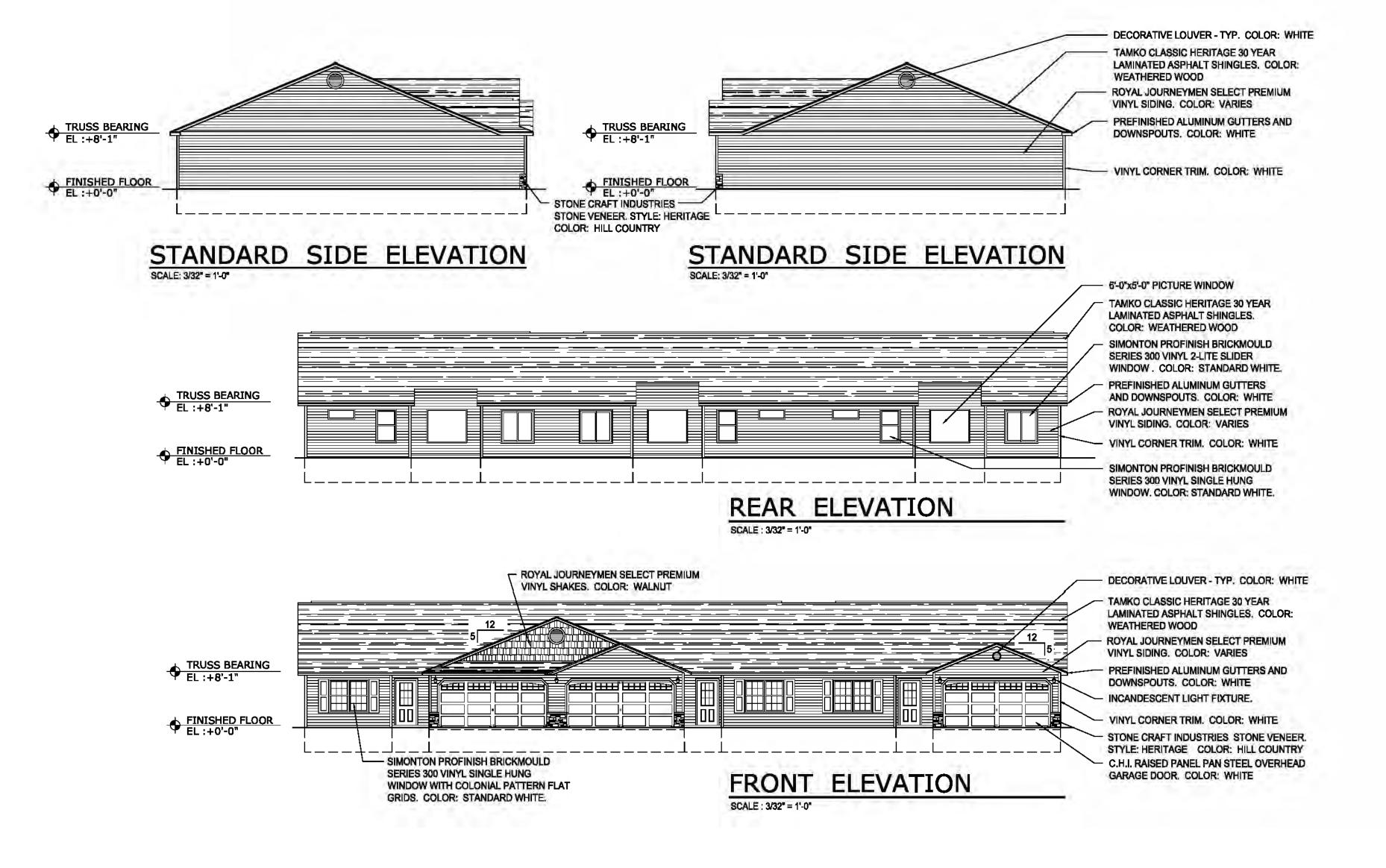
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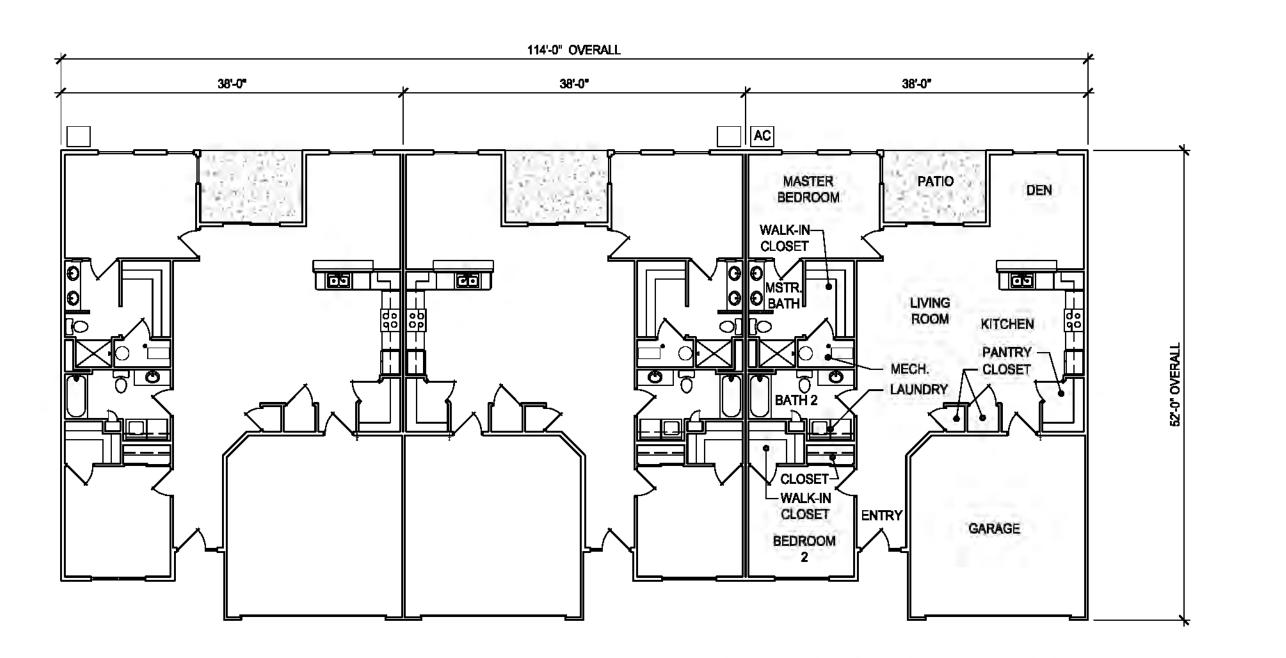
APARTMENTS

38' WIDE date UNE 23, 2014

BUILDING no.

LAKEWOOD ESTATES





PRELIMINARY

NOTE!!! THIS DRAWING IS NOT FOR CONSTRUCTION





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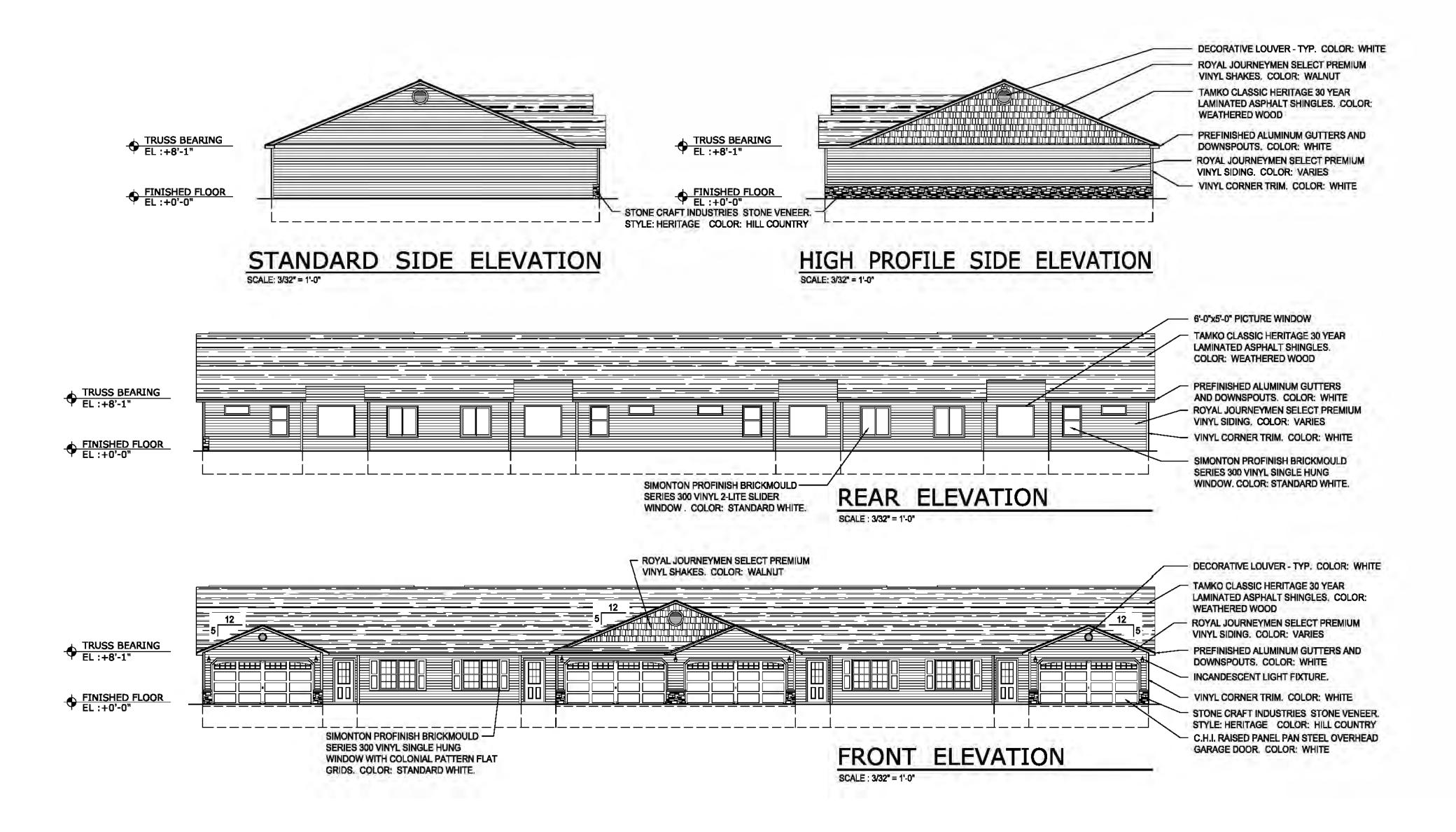
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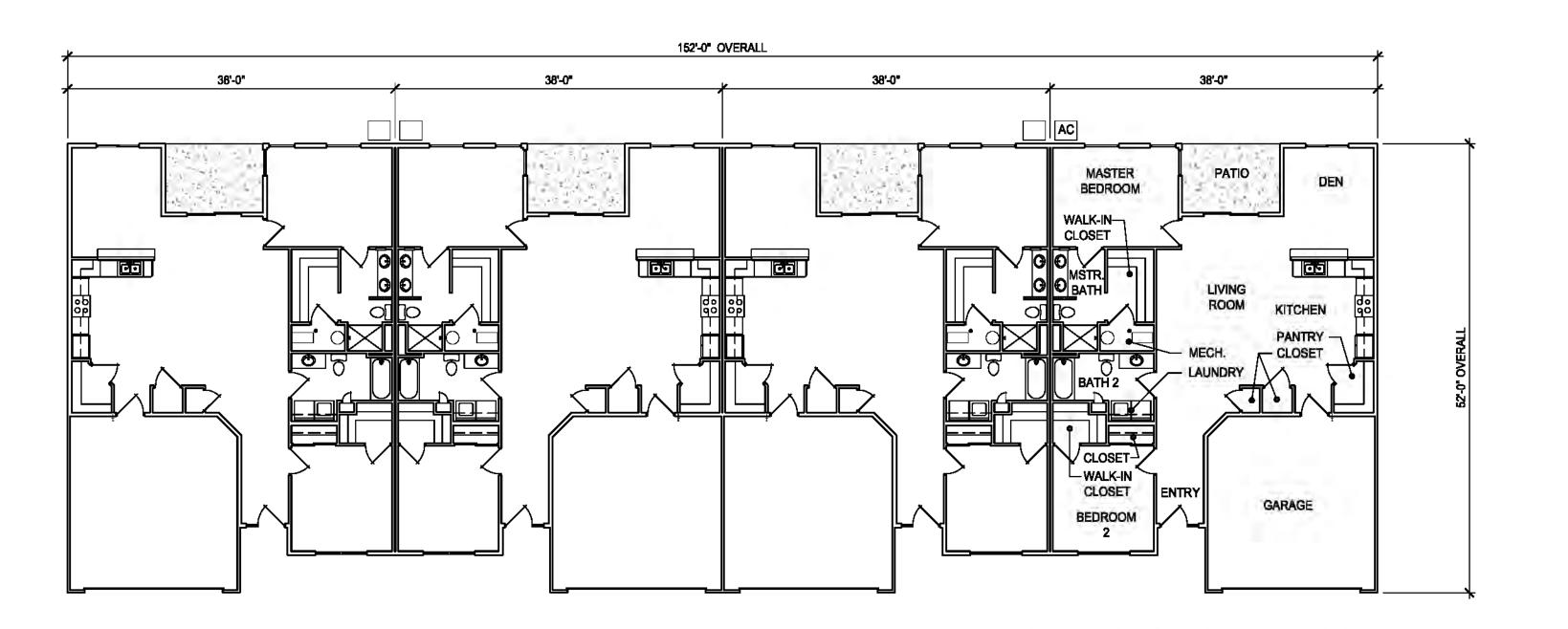
APARTMENTS

38' WIDE date une 23, 2014

BUILDING no.

LAKEWOOD YPSILANTI, MICHIGAN





PRELIMINARY

NOTE!!! THIS DRAWING IS NOT FOR CONSTRUCTION



CAR

APARTMENTS 38' WIDE date une 23, 2014

BUILDING no.

LAKEWOOD YPSILANTI, MICHIGAN





FORESTWOOD DISTINCTIVE SINGLE - STORY APARTMENT HOMES

2 Bedrooms, 2 Bathrooms, Den, Attached 2 Car Garage





MEADOWOOD

DISTINCTIVE SINGLE - STORY APARTMENT HOMES

2 Bedrooms, 2 Bathrooms, Den, Attached 2 Car Garage









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 _ dav of _, 20____, by and between ("Landlord"), a Michigan Corporation, as managing agent, and (and) (Jointly and severally, "Tenant"). PREMISES: Landlord hereby leases to Tenant Apartment Number#_____ (the Apartment) at Property Name___ Address . Citv . State 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. 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 ___ 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 ___ TOTAL MONTHLY RENTAL PAYMENT *: *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. PAYMENTS:

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6. LATE FEE:

7. SERVICE CHARGE:

- **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.

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: | |
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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 shal

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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, refurnish and refurbish, reimbursement to Landlord for its costs for the adjustment of the loss, legal fees, and costs for temporary board-up and other repairs).

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 A | PPROPRIATE 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:

| Tenant | will provide proof of utilities into their name prior to move in. Agent for Landlord: |
|--------|---|
| | |
| 13. | HOLDOVER: |
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| | OFFICIAL TO A 11 TO A |
| 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 THOUGH 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 ITIMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.



- **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 sightly 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 T
- **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.

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 relent upon terms satisfactory to Landlord, and Tenant shall be liable for any deficiency resulting there from. 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.

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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 ascertai
- **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.

Landlord reserves the right to charge the cost of treatment, eradication of infestation and cleaning of infested areas to Tenant(s).

| treatments and eradication of the infestation. Landlord shall Tenant(s) shall be required to pay said charges within thirty (from Tenant(s) security deposit. Landlord may also terminate to | notify Tenant(s) in 30) days of receiving | writing as to any charges assessed to Tenant(s). g said notice. Any such charges may be deducted |
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| Initi | ials: | Initials: |
| 28. SMOKE-FREE COMPLEX: Tenant agrees and ack of Tenant's household have been designated as a smoke-free not smoke anywhere in the unit rented by Tenant, or the bui any guests or visitors under the control of Tenant to do so. To carrying any lighted cigar, cigarette, or other tobacco product inform Tenant's guests of the no-smoking rules. Further, ten where tobacco smoke is migrating into the Tenant's unit from sufficient distance from the building as to not migrate to any smoke-free living environment, and the efforts to designate the its managing agents the guarantor of Tenant's health or the condition of the Tenant's unit and the common areas. Howe terms of its leases and to make the complex smoke-free. Landlord is put on notice of the presence of tobacco smoke, vi | living environment. Iding where the Ter he term "smoke" or or similar lighted properties and shall promptly on sources outside of other apartments. The rental complex as health of any memitiver, Landlord shall andlord is not requial angent, personal kr | Tenant and members of Tenant's household shall nant's dwelling is located, nor shall Tenant permit "smoking" means inhaling, exhaling, breathing, or oduct in any manner or in any form. Tenant shall give Landlord a written statement of any incident the Tenant's dwelling. Any outdoor use must be enant acknowledges that Landlord's adoption of a smoke-free, do not make the Landlord or any of bers of Tenant's household, or of the smoke-free take reasonable steps to enforce the smoke-free red to take steps in response to smoking unless nowledge, and/or written notice by any tenant. |
| Initi | ials: | Initials: |
| 29. MISCELLANEOUS: This Lease shall be construed the extent that any court of competent jurisdiction determines in any way affect the validity of any other provisions of this Le | that any provision of | |
| Initi | ials: | Initials: |
| Any bill, statement, notice, demand or communication by Lar the Term, shall be deemed to be duly given or rendered if ir mailbox in the Apartment Complex, or sent by first class or Apartment so addressed (or, if prior to the commencement of 31. ENTIRE AGREEMENT/NO MODIFICATION: The Tenant, and no representations, oral or written, not contained be altered, amended, changed or modified unless in writing and Lease, Tenant has read this Lease, understands its contents, and the Initial Initia | n writing and deliver certified mail, addressed the Term, addressed nis Lease constitute herein or attached l ad signed by both pa and has been given a | red personally to Tenant or deposited in Tenant's essed to Tenant at the Apartment, or left at the doto Tenant at Tenant's then current address). The entire agreement between Landlord and the entire agreement between Landlord and the entire to, shall bind either party. This Lease may not inties. Tenant acknowledges that by executing this |
| 32. SUCCESSORS : This Lease shall inure to the benefit personal representative, successors or assigns. | t of and be binding (| upon the parties hereto and their respective heirs, |
| Accepted: | | |
| | г | olato: |
| Tenant | _ | Oate: |
| | F | no. |
| Tenant | _ | Oate: |
| Waterstone at Village Square, as Landlord | | |
| Agent for Landlord | _ [| Oate: |
| 3 | • | |



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.
- 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.
- 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.
 No goods or materials of any kind or description which are combustible or would increase fire risk shall be placed in
- 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

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.

 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.
- AWNINGS, SIGNS AND ADVERTISMENT: 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.
 WINDOW TREATMENTS: Tenant shall cover all windows and patio doors in the Apartment with either white or
- white-lined draperies or curtains.
- 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.

| <u> </u> | | , |
|--------------------|---------|---|
| Read and Accepted: | | |
| Initial | Initial | |





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 Darbara T. Stree 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):

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PLEASE TAKE NOTICE THAT A PETITION HAS BEEN FILED WITH THE YPSILANTI TOWNSHIP PLANNING COMMISSION REQUESTING AN AMENDMENT TO THE PREVIOULSY 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

PUBLIC HEARING NOTICE PD Stage I & II – Final Site Plan Amendment

CIVIC CENTER BOARD ROOM

SEPTEMBER 23, 2014

6:30 P.M.

The Planning Commission invites the public to attend a public hearing on this petition to be held on Tuesday, <u>September 23, 2014</u> 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

Brenda Brewington, Secretary

Publish September 4, 2014

Sworn to the subscribed before me this

Notary Rublic, State of Michigan **Acting in County of Wayne**

Mary Anne Coghlan Notary Public

State of Michigan

My Commission Expires 02-27-2020

Total: \$61.45

Advertisement Information

Client ld:

641381

Ad Id:

Supervisor
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Clerk
KAREN LOVEJOY ROE
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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 <u>substantial construction</u> 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,

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

NEW BUSINESS

CHARTER TOWNSHIP OF YPSILANTI 2015 BUDGET AMENDMENT #4

March 3, 2015

101 - GENERAL OPERATIONS FUND

Total Increase

\$8,200.00

Increase budget for non assessment Cameras in Harris Park (2), Tyler/Redwood Catwalk (1), and for main station. The 3 cameras in the park areas and catwalk are approximately \$1,800 each and the main station is approximately \$2,800 annually. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues: Prior Year Fund Balance 101-000-000-699.000 \$8,200.00

Net Revenues \$8,200.00

Expenditures: Camera - Non Assessment 101-956-000-925.000 \$8,200.00

\$8,200.00

266 - LAW ENFORCEMENT FUND

Total Increase

\$45,000.00

Increase budget for Huron Law Enforcement Station Capital Outlay to complete the improvement project started in 2014. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues: Prior Year Appropriation 266-000-000-699.000 \$45,000.00

Net Revenues \$45,000.00

Expenditures: Cap Outlay - Huron Police Station 266-301-000.975.266 \$45,000.00

Net Expenditures \$45,000.00

595-MOTORPOOL FUND Total Increase \$90,000.00

Increase the budget for the purchase of (3) vehicles and dump box to replenish fleet not to exceed \$90,000 for use of various departments. (Ford Transit 250XL, Ford F-250 4x4 with dump box, Ford F-250 4x2, Tandem Dump Trailer). This is funded by an Appropriation of Prior Year Fund Balance.

Revenues: Prior Year Appropriation 595-000-000-699.000 \$90,000.00

Net Revenues \$90,000.00

Expenditures: Capital Outlay/Vehicles 595-595-000-985.000 \$90,000.00

Net Expenditures \$90,000.00

Motion to Amend the 2015 Budget (#4):

Move to increase the General Fund budget by \$8,200 to \$7,859,035 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$45,000 to \$6,690,573 and approve the department line item changes as outlined.

Move to increase Motor Pool Fund budget by \$90,000 to \$312,671 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015 – 4

ADOPTION OF HOUSING AFFORDABILITY AND ECONOMIC EQUITY – ANALYSIS FOR WASHTENAW COUNTY

WHEREAS, the Washtenaw County Office of Community and Economic Development undertook an analysis of housing market conditions throughout the community, with support from the City of Ann Arbor, the U.S. Department of Housing and Urban Development and the Ann Arbor Downtown Development Authority; and

WHEREAS, the report from that analysis provides information from stakeholder interviews, surveys, and data analysis describing a widening imbalance in the housing markets of Washtenaw County, and particularly the urbanized area; and

WHEREAS, the report provides findings as well as targets and implementation strategies that can be considered to improve the balance of markets and the access of lower income households throughout the community; and

WHEREAS, the Ypsilanti Township Board of Trustees is committed to promoting those policies that create resiliency, promote equity, and improve opportunity for households of all income levels throughout the County.

NOW THEREFORE BE IT RESOLVED that Ypsilanti Township hereby adopts the Housing Affordability and Equity – Analysis for Washtenaw County; and

BE IT FURTHER RESOLVED that the Board of Trustees commits to advancing the goals of this analysis to promote balance in the County's housing market through policy and resource allocations, partnerships and collaborations throughout the County, and through a goal of providing services to all County residents, inclusive of the most vulnerable; and

BE IT FURTHER RESOLVED that the Board of Trustees supports the identification and/or designation of a regional workgroup or structure that will advance and annually review the status of goals identified on this report and requests that the Office of Community and Economic Development regularly report on progress to the Board of Trustees and the community at large.

czb

Housing Affordability and Economic Equity - Analysis

Washtenaw County, Michigan







czb Report
Prepared for the Office of Community and Economic Development
Washtenaw County
January 2015

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

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

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

EXECUTIVE SUMMARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

America's Tomorrow: Equity is the Superior Growth Model by PolicyLink (2011)

The Rise and Consequences of Inequality in the United States by Alan Kreuger (2012)

[•] Equality of Opportunity by Richard Reeves and Isabell Sawhill (2014)

Neighborhoods, Cities, and Economic Mobility (Draft) by Patrick Sharkey (2014)

² National Equity Atlas; PolicyLink (2013)

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

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

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

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

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

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

Housing Affordability and Transportation Expense

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

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

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

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

PART 1 Qualitative Analysis

QUALITATIVE ANALYSIS: INTERVIEWS + SURVEYS

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

Respondent Input and czb Comment

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

- coordinated between the jurisdictions. It will take work, but the civic and community ingredients are there to create a state and perhaps national model. People clearly see the value of a regional policy framework to help guide the future of housing in the county.
- 4. Quality of life is the biggest driver and divider of value in the region. This is a double edged sword as higher quality of life in one area can cause that area to leapfrog other places quickly and create greater imbalance around housing affordability. Ann Arbor is on this trajectory now. If not checked, Ann Arbor will turn into an exclusive enclave with little alignment between jobs and housing and greater transportation and environmental impacts as a result.





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

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

- 10. Focus. There is a strong desire to focus on homelessness in Ann Arbor. While appropriate and well-meaning, has taken energy away from workforce housing preservation and creation, which is the more significant issue at hand.
- 11. Government resources and priorities. To the extent current government funds are spent, we think the needs to preserve public housing, subsidize low-income housing and that addressing the service needs of these residents should take precedence. Strong civic support for these efforts is healthy and should be fostered. It is important though, that they be better balanced geographically in terms of how and where these funds are spent.
- 12. Market forces. There is a need to look at market solutions, and land-use incentives, for workforce housing needs and as something in the survey suggested, there is clear value in evaluating a funding stream to ensure the preservation of workforce housing for the long-term. Like the difficulty of addressing concentrations of poverty (which require diffusion in a county where few are going to come forward and volunteer to absorb their fair share), the only value market forces provide is the value the community extracts through policy.
- 13. Nominal history of serious collaborative output. We have been surprised that there isn't greater collaboration or policies around the development community to address these issues. The opportunity for public-private partnerships, especially around workforce housing, is not being taken advantage of. This needs to be explored in more detail. We see opportunities to both educate the development community and residents about what could be possible, such as development rights transfer programs.
- 14. Weakness and Imbalance. The lack of balance in the housing mix of each jurisdiction has weakened both the overall economic prospects for the region as well as the ability to give all residents of the region an equal chance to move forward successfully. There's a discernible gap between viewpoint and rhetoric and nominal collaborative output to address equity issues. Focusing on this is essential and hard.
- 15. Housing ladder. While housing for families and people starting out was emphasized, people understand the need to provide housing for all life-stages from people starting out to seniors as well as people with unique health needs. The view of "community" as being driven by the

- stakeholders was powerful thread through most discussions. The desire for a diverse community is a strength that can be built on.
- 16. Wages. There is some awareness, especially in the survey, that jobs and wages are one of the policy arenas that should be focused on. We strongly encourage housing policy discussion to be connected to wage issues for there to be any chance for sustainable outcomes.
- 17. Schools. Schools. Schools. The fact that some areas of the region have access to Ann Arbor schools and others don't creates an inherent economic challenge for the value of housing outside of the Ann Arbor school district. Poor performing schools are an issue that will handcuff any weak market's capacity to recover, so school quality differential requires attention.
- 18. Capacity. The capacity and ideas to address these issues are within the County. Between the survey's and the interviews, it is clear to us that a policy framework to address the housing issues can be developed and that champions exist to help develop and support it over time. We are impressed with the breath and depth of civic interest and passion around this issue. There is a healthy range of viewpoints and ideas to create something that can last for the long term. But experience also tells us that the ability to craft sustainability policies can vary wildly based on willingness. No progress is likely without risks being taken, issue literacy being elevated, innovation occurring, and multi-jurisdictional collaboration at the center.
- 19. Positioning. The county is well positioned to play a leading role helping to address its housing and market strength imbalances and to support quality economic development and balanced growth throughout the region, at the center of which are looming affordability challenges given Ann Arbor's high and increasing quality of life. People in the county understand that there should be a planning relationship between jobs, housing, and transit. The challenge is developing a policy framework for the region to work within that also respects the unique differences of each jurisdiction as well as the different economic capacities of each jurisdiction, and then takes those differences into account.

RECOMMENDED NEXT STEPS

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

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

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

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

POLICY OPPORTUNITIES FOR CONSIDERATION FROM INTERVIEWS AND SURVEYS

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

- Push for higher density, mixed-use projects along transit corridors.
- Re-visit parking requirements to ensure they are encouraging transit and not driving up housing prices.
- Consider multi-jurisdictional tax-districts to support the growth of mixed-use development areas.
- Push for new state rules regarding property taxes for seniors.
 Current rules may discourage seniors to move to smaller, more manageable homes and essentially "lock-up" larger homes thereby limiting family housing choices.
- Consider ways to develop zoning or other rules that approximate inclusionary zoning or ask the state for new powers.
- Consider ways for zoning to encourage smaller starter homes, family sized units and to add some workforce options to existing neighborhoods.
- Consider changes to zoning and/or policy to encourage development of mixed-income housing in targeted areas.
- Consider ways to ensure property owners don't set unfair requirements for renters and essentially limit choices for low income residents.
- Identify infill opportunities for new affordable housing projects.
- Consider the use of public lands to help develop affordable housing projects.
- Consider a "fair share" housing provision (each local unit provides a
 percentage of the region's affordable housing equal to its percentage

- of the region's total population) or an "impact fee" approximation of such a system, in which units that don't provide housing units provide financial support to those who do.
- Consider metrics between a jurisdictions workforce needs and available housing and set goals for the relationship of the two.
- Consider ways to reduce waiting list for affordable housing (vouchers, etc.)
- Evaluate something like the Twin Cities Fiscal Disparity Act / tax-base sharing -- in part, approximates a per-community payment-in-lieu fair share housing system; regional shift in property tax revenues from communities with high taxable value per capita to those with low, so that cities hosting more low-income residents (and low taxable-value housing) can address the service needs they have.
- Consider creating a local land trusts to hold land to help with affordability.
- Consider increasing local housing trust funds and/or creating a county trust fund.
- Consider approaches to discouraged or prevent over-concentration of low income housing.
- Consider policies to ensure public services are available in areas with greatest need.
- Consider policies to give tenants greater opportunities to purchase units or stay in units after sale.
- Consider changes/update to plan to end homelessness in Ann Arbor
- Explore ways to encourage more co-ops.
- Explore ways to encourage co-housing options.

PART 2 Quantitative Analysis

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

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

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

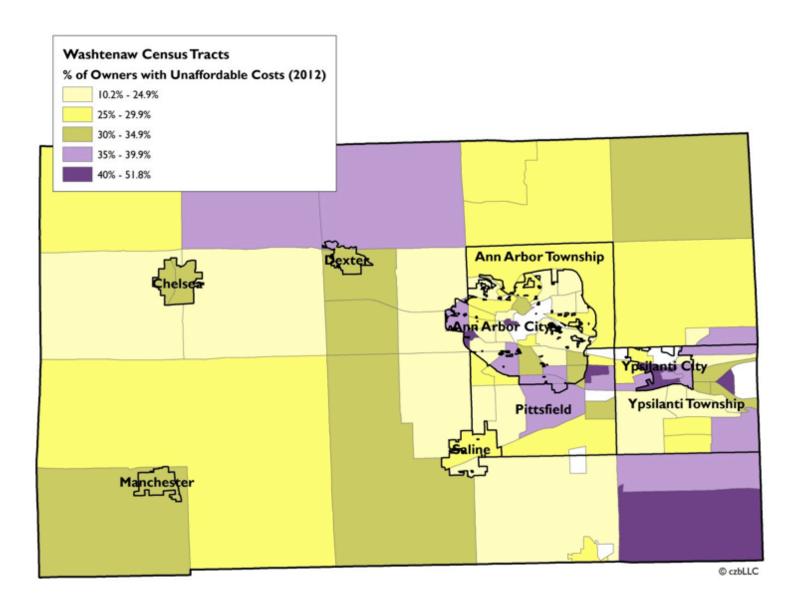
By 2012, nearly three out of every ten owners in the county (and in the target area) paid too much for housing, up from two out of every ten owners in 2000. The largest percentages of owners had unaffordable costs (>30% of income) in Census tracts in western and southern Ann Arbor city, parts of Pittsfield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

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

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

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

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

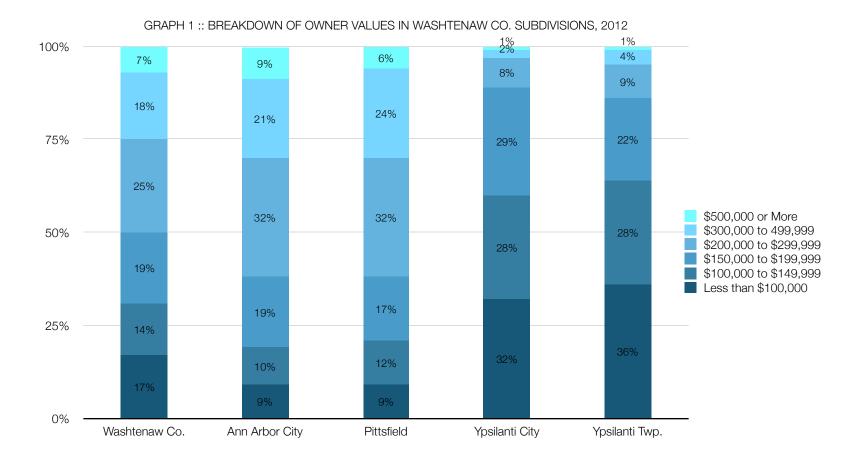


Consistent Affordability for Others – Great Housing Values for Buyers

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

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

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



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

For the Washtenaw County Target Area analysis, we analyzed a range of people- and place-based data from the 2000 and 2010 Decennial Census and the 2012 American Community Survey 5-Year Estimates. We also received data from the Multiple Listing Service (MLS) on for-sale properties and rentals made available through the system and sold or rented between. These MLS records included 16,570 sales between 2000 and 2014 (with the bulk sold after 2004) and 1,866 apartments rented between 2003 and 2014 (with the bulk rented after 2006). To complement these MLS records, czb compiled an inventory of all rental properties in the target area, which included the number, characteristics, and costs of apartments at each location.

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

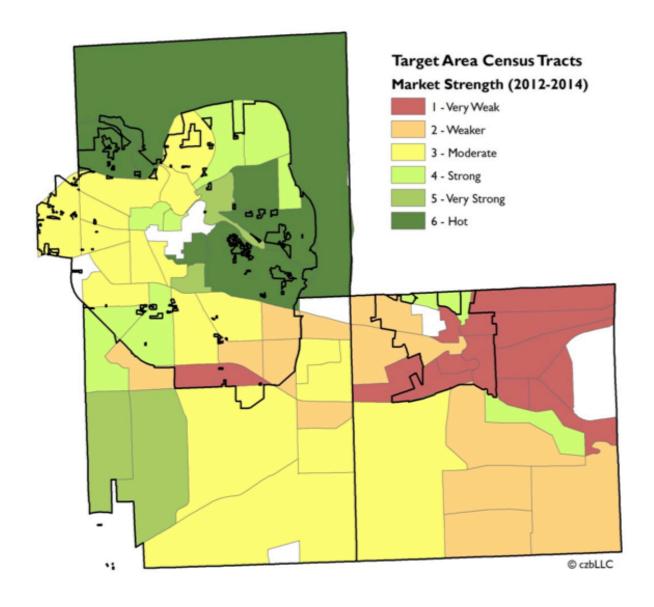
its share of owner units valued in the \$300,000s, and four times its share of owner units valued over \$500,000). In contrast, both Ypsilanti city and Ypsilanti township had twice their share of owner units valued below \$150,000.⁵

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

TABLE 2:: SALE PRICE RELATIVE TO MARKET TYPE

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

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



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

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

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

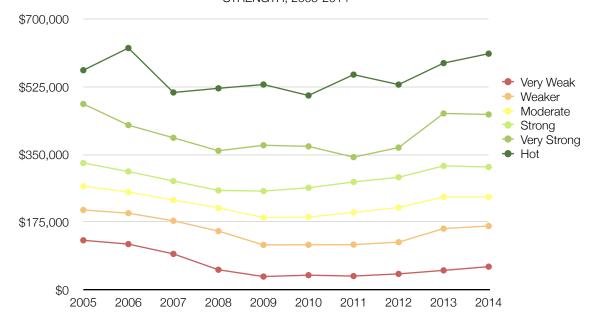


TABLE 3:: AVERAGE SALE PRICE OF SINGLE-FAMILY HOMES IN WASHTENAW CO. TARGET AREA CENSUS TRACTS BY MARKET STRENGTH 2005-2014

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

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

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

GRAPH 3 :: AVERAGE SALE PRICE (2014) ÷ AVERAGE SALE PRICE (2005) FOR TARGET AREA CENSUS TRACKS BY MARKET STRENGTH

110%

107.5%

96.9%

94.3%

82.5%

46.6%

27.5%

Moderate

0%

Very Weak

Weaker

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Strong

Very Strong

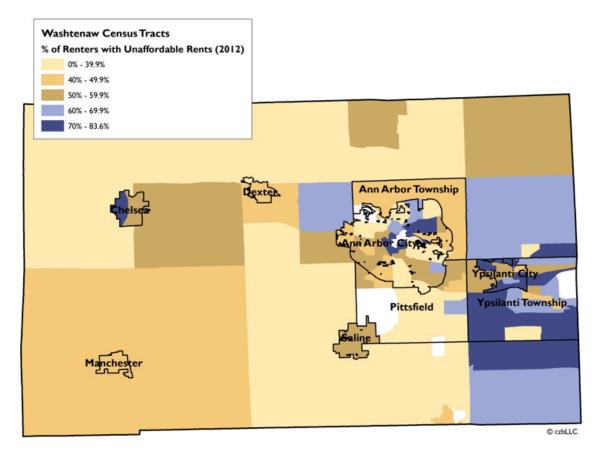
Hot

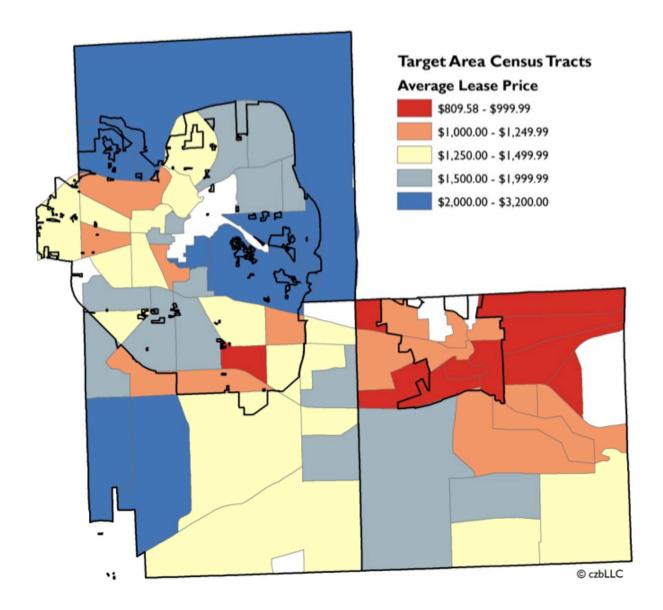
What affordability challenges are faced by Washtenaw County renters and potential renters?

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

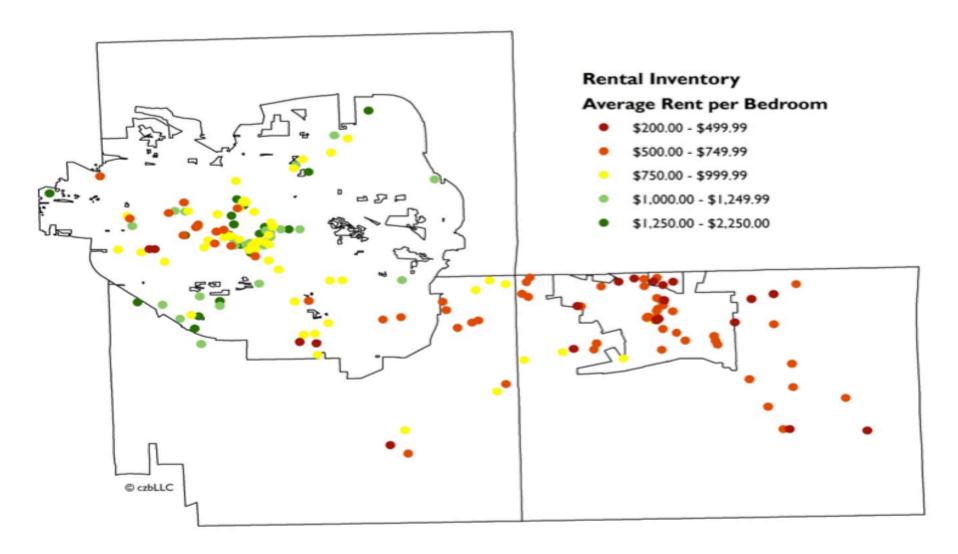
College undergraduate and graduate students, whose incomes tend to be very low (if not \$0), as well as higher rents, are driving these numbers in Ann Arbor city; lower-income non-student renters are doing so in Ypsilanti city and Ypsilanti township.

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



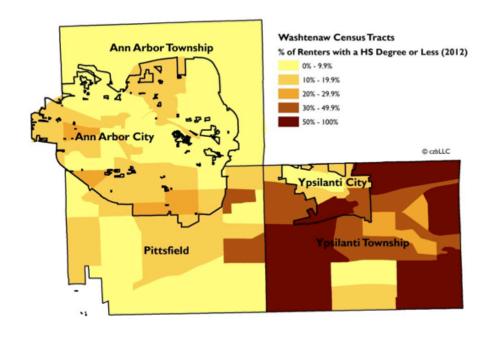


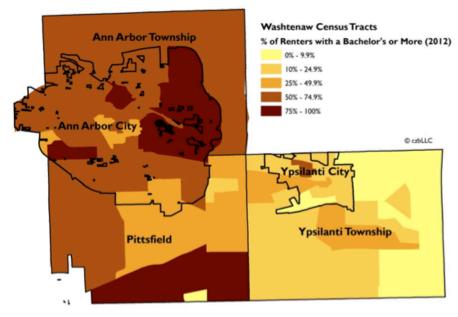
Pressure on the market from student renters certainly plays a role in driving up rents in Ann Arbor city and Ann Arbor township. Both communities have more than their share of rentals with rents over \$1,000 (according to data from the 2012 American Community Survey 5-Year Estimates), including those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

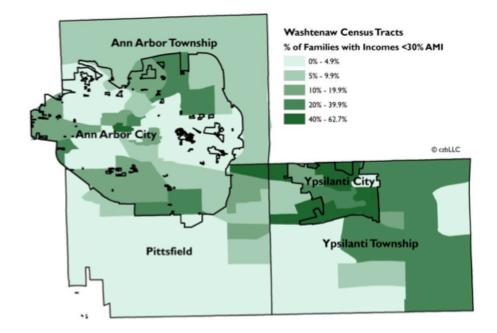


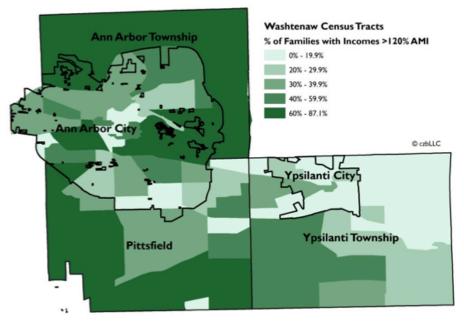
A czb review of the county's rental inventory further highlighted the variety of the target area's rental market: almost exclusively buildings with average rents per bedroom below \$750 on the eastern side of the target area and primarily buildings with average rents per bedroom of \$750 or more on the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

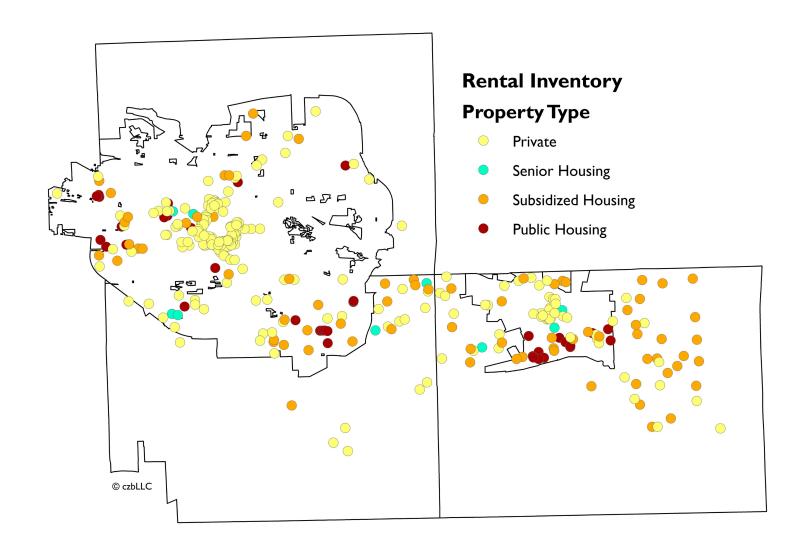
At the same time, far more subsidized and public housing, as well as Section 8 vouchers, was concentrated on the eastern side of the target area as well (see map on following page).











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

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

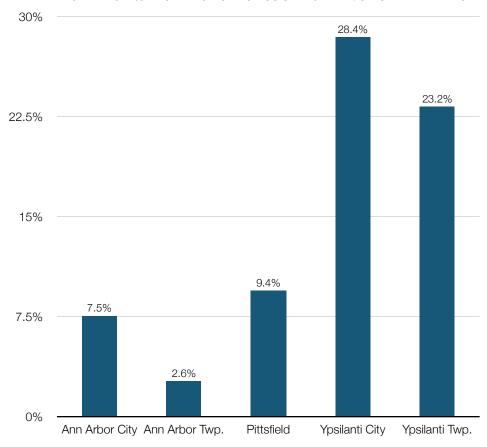
GRAPH 4:: % OF RENTER HOUSEHOLDS PAYING >30% OF INCOME ON BENT BY INCOME LEVEL AND LOCATION, 2012 98% 100% 96% 95% 94% 94% 80% 75% 74% 75% 50% 45% 39% 38% 25% 20% 13% 13% 11% 6% 5% 5% 4% 4% 0% Washtenaw Co. Ann Arbor City Pittsfield Ypsilanti City Ypsilanti Twp. <\$20,000 \$20,000-\$34,999 \$35,000-\$49,999 \$50.000-\$74.999 \$75,000+

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

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

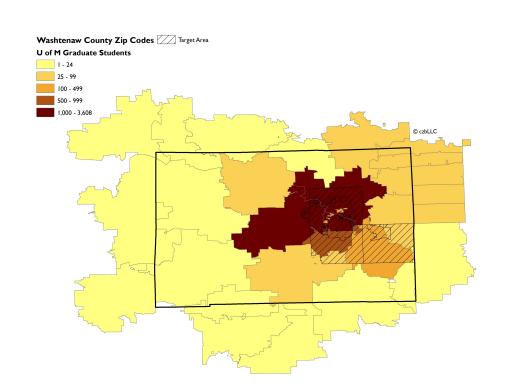
Such trends point to the need for regional cooperation going forward.

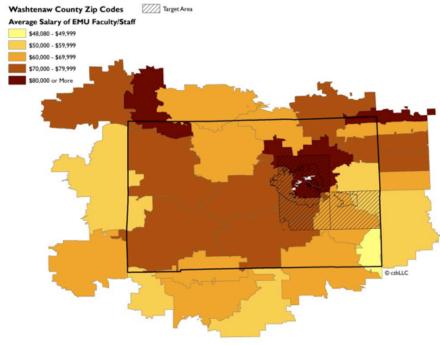
GRAPH 5:: % RECEIVING PUBLIC ASSISTANCE AND/OR SNAP BENEFITS

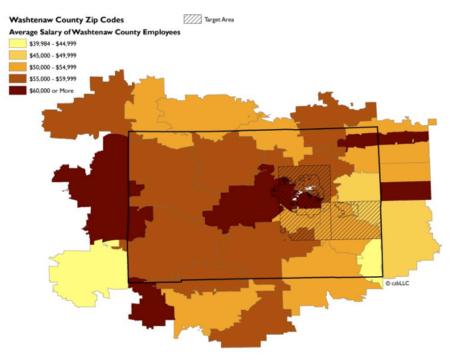


The target area is increasingly splitting into winning municipalities and losing municipalities, and, as time goes by, the gap between the two is only widening. An analysis of the residential choices made by Eastern Michigan University faculty and staff, Washtenaw County employees and University of Michigan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

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



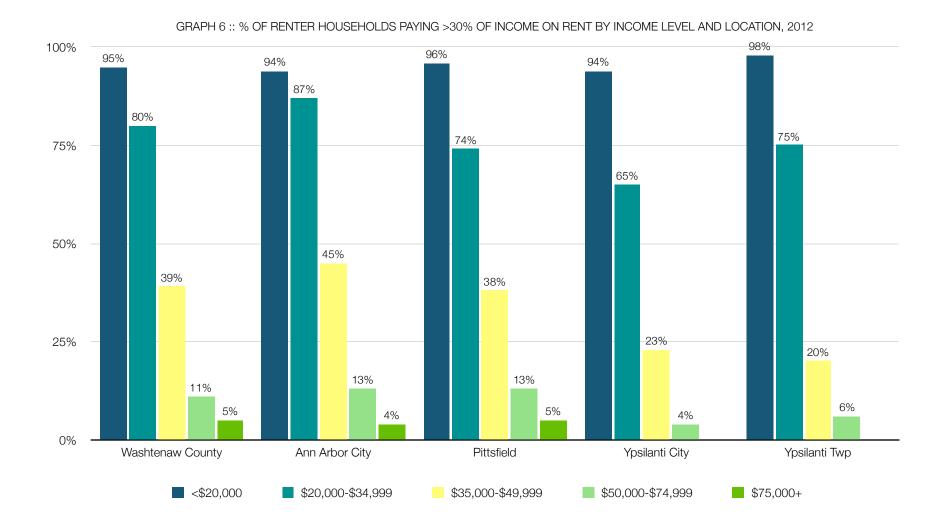




Washtenaw County Catch Up and Keep Up

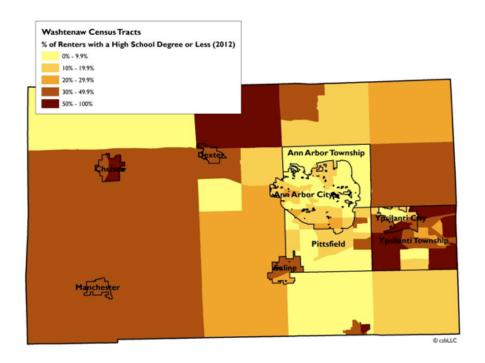
Most renters with household incomes below \$35,000 (or below roughly 40% of HUD's Area Median Income) in Washtenaw County generally, and the target area in particular, face housing cost burdens. In fact, over 90% of renter households with incomes below \$20,000 pay more than 30% of their income on rent;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

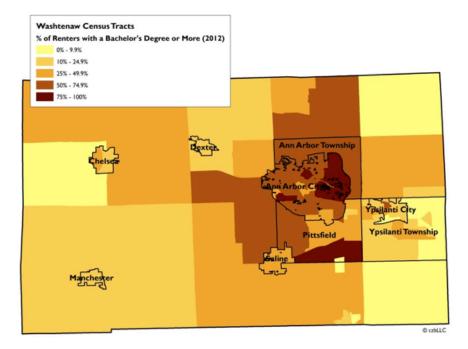
While housing cost burdens are less common among renter households with incomes between \$35,000 and \$49,999 (or between 40% and 60% of Area Median Income), unaffordable rents remain an issue for two-fifths of renters in this income bracket – and for 45% of renters in this income bracket in Ann Arbor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



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

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





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

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

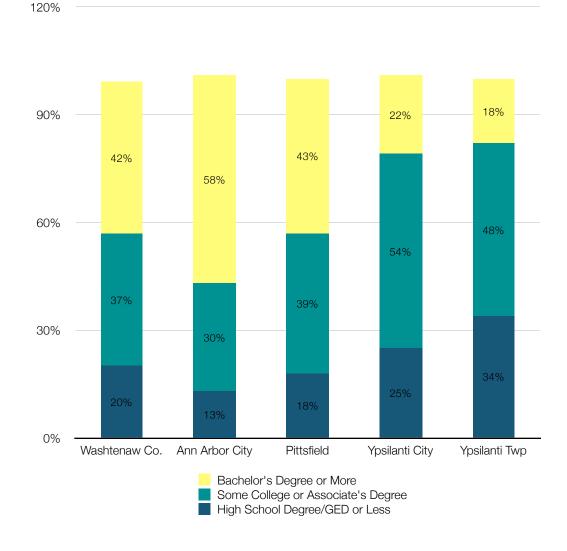


TABLE 4:: BREAKDOWN OF RENTERS BY EDUCATION ATTAINMENT AND LOCATION, 2012

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

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

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

| % of County | | | | | | | | | |
|----------------|---|---|---|--|--|--|--|--|--|
| Ann Arbor City | Ann Arbor Twp. | Pittsfield | Ypsilanti City | Ypsilanti Twp. | | | | | |
| 33.9% | 1.3% | 10.3% | 5.7% | 15.8% | | | | | |
| 25.1% | 1.5% | 9.5% | 3.2% | 15.2% | | | | | |
| 8.5% | 0.2% | 8.2% | 5.8% | 32.7% | | | | | |
| 10.3% | 0.6% | 5.8% | 3.4% | 23.7% | | | | | |
| 14.8% | 0.7% | 6.8% | 3.2% | 19.1% | | | | | |
| 34.3% | 2.1% | 11.7% | 3.0% | 10.1% | | | | | |
| | | Current Share | | | | | | | |
| Ann Arbor City | Ann Arbor Twp. | Pittsfield | Ypsilanti City | Ypsilanti Twp. | | | | | |
| | | | | | | | | | |
| 0.339 | 0.127 | 0.855 | 1.804 | 2.154 | | | | | |
| 0.339 0.410 | 0.127 0.406 | 0.855 0.603 | 1.804 1.060 | 2.154 1.562 | | | | | |
| | | | | | | | | | |
| | 33.9% 25.1% 8.5% 10.3% 14.8% 34.3% | 33.9% 1.3% 25.1% 1.5% 8.5% 0.2% 10.3% 0.6% 14.8% 0.7% 34.3% 2.1% | Ann Arbor City Ann Arbor Twp. Pittsfield 33.9% 1.3% 10.3% 25.1% 1.5% 9.5% 8.5% 0.2% 8.2% 10.3% 0.6% 5.8% 14.8% 0.7% 6.8% 34.3% 2.1% 11.7% Current Share | Ann Arbor City Ann Arbor Twp. Pittsfield Ypsilanti City 33.9% 1.3% 10.3% 5.7% 25.1% 1.5% 9.5% 3.2% 8.5% 0.2% 8.2% 5.8% 10.3% 0.6% 5.8% 3.4% 14.8% 0.7% 6.8% 3.2% 34.3% 2.1% 11.7% 3.0% Current Share | | | | | |

| | 2012 Totals | | | | | | | | |
|--|------------------|----------------|------------------------|------------------------|----------------|----------------|--|--|--|
| | Washtenaw County | Ann Arbor City | Ann Arbor Twp. | Pittsfield | Ypsilanti City | Ypsilanti Twp. | | | |
| Owner-occupied housing units: | 82,938 | 20,799 | 1,214 | 7,912 | 2,677 | 12,588 | | | |
| Less than high school graduate | 3,778 | 321 | 7 | 308 | 220 | 1,235 | | | |
| High school graduate (including equivalency) | 11,284 | 1,159 | 67 | 649 | 386 | 2,676 | | | |
| Some college or associate's degree | 20,415 | 3,018 | 134 | 1,388 | 658 | 3,907 | | | |
| Bachelor's degree or higher | 47,461 | 16,301 | 1,006 | 5,567 | 1,413 | 4,770 | | | |
| | | | 2035 Goal if Move to F | air Share Distributior | 1 | | | | |
| | Washtenaw County | Ann Arbor City | Ann Arbor Twp. | Pittsfield | Ypsilanti City | Ypsilanti Twp. | | | |
| Owner-occupied housing units: | 96,790 | 24,273 | 1,417 | 9,233 | 3,124 | 14,690 | | | |
| Less than high school graduate | 4,409 | 1,106 | 65 | 421 | 142 | 669 | | | |
| High school graduate (including equivalency) | 13,169 | 3,302 | 193 | 1,256 | 425 | 1,999 | | | |
| Some college or associate's degree | 23,825 | 5,975 | 349 | 2,273 | 769 | 3,616 | | | |
| Bachelor's degree or higher | 55,388 | 13,890 | 811 | 5,284 | 1,788 | 8,407 | | | |
| | | | Difference between 2 | 012 and 2035 Goal | | | | | |
| | Washtenaw County | Ann Arbor City | Ann Arbor Twp. | Pittsfield | Ypsilanti City | Ypsilanti Twp. | | | |
| Owner-occupied housing units: | 13,852 | 3,474 | 203 | 1,321 | 447 | 2,102 | | | |
| Less than high school graduate | 631 | 785 | 58 | 113 | -78 | -566 | | | |
| High school graduate (including equivalency) | 1,885 | 2,143 | 126 | 607 | 39 | -677 | | | |
| Some college or associate's degree | 3,410 | 2,957 | 215 | 885 | 111 | -291 | | | |
| Bachelor's degree or higher | 7,927 | -2,411 | -195 | -283 | 375 | 3,637 | | | |

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

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

PART 3 Implementation

General

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

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

Meanwhile:

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

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

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

| TASK | GROW THE SUPPLY OF | AFFORDABLE NON-ST | UDENT RENTAL HOUSIN | G IN ANN ARBOR AND F | PITTSFIELD |
|---------------------|---|---|---|---|--|
| GOALS | Annual | By 2035 | | | |
| Ann Arbor | 140 | 2797 | | | |
| Pittsfield | 17 | 342 | | | |
| OBJECTIVE | to help ens | | Fair Share Balance (skills g an environment that is | | mic growth. |
| METRICS | | Additional Affordab | e Supply on an Annual Ba | sis As Noted Above | |
| TOOLS | Inclusionary Zoning | Incentive Based Zoning | Need Based Calculations | Housing Trust Fund | Development Review |
| POTENTIAL IMPACT | HIGH | HIGH | HIGH | HIGH | HIGH |
| ACTIONS | 1. Work with legislative partners to create framework by which high demand communities can implement inclusionary zoning provisions (i.e. amend State enabling legislation to enable communities to require % of residential units be maintained affordable). 2. Work with the City of Ann Arbor to develop an Inclusionary zoning ordinance. 3. Work with the Pittsfield Township to develop an Inclusionary zoning ordinance. | In high demand areas, development zoning premiums or other incentive-based approaches to add to affordable and workforce housing inventory. Evaluate planned unit development ordinances in urbanized areas to recommend methods of incorporating affordable and/or workforce housing component to public benefit evaluation. | 1. Develop a ratio that equates the development of commercial floor area or market rate housing floor area to a certain number of units of affordable housing required to support the new development. (i.e. the number of low income or workforce jobs that would be needed to support a particular development equate to a certain number of units to house those employees). 2. Develop a ratio that equates the addition of new high-end jobs to a community with the service sector job needed to support the growing workforce. Use this framework to help establish and update annual housing targets. 3. Develop a ratio for rental housing stock that relates current and proposed jobs in the jurisdiction/county to available/needed rental housing. Use this ratio to establish goals for new rental housing as well as affordable home ownership programs. | The sale of all public land will donate a portion of the provides to the trust fund. Explore millage, bonds and/or other methods of assembling adequate resources to meet affordable housing unit targets based on history of unit support and projected costs of future development. Seattle Austin Leverage DDA funds for affordable housing inventory. Establish a Land Trust to acquire costly land (at current prices) that can be later leased to developers as a tool for achieving affordability. Traditional Land Trust activities can also be accomplished by a Land Bank with suitable statutory language in the organization's enabling charter. | In high cost markets, evaluate opportunity to reduce development fees and/or streamline process to promote affordable units through reduced time and/or cost of development review process. Along major development corridors that span multiple jurisdictions, develop common developer procedures to help streamline and simplify developers working on crossjurisdictional projects or on multiple projects within the corridor. |

| TASK | GROW THE SUPPLY | Y OF AFFORDABLE N | ION-STUDENT RENTA | AL HOUSING IN ANN | ARBOR AND PITTSF | IELD |
|---------------------|--|--|---|---|---|---|
| GOALS | Annual | By 2035 | | | | |
| Ann Arbor | 140 | 2,797 | | | | |
| Pittsfield | 17 | 342 | | | | |
| OBJECTIVE | to hel | Regional Eq p ensure the County i | juity and Fair Share B is creating an environ | | | rowth. |
| METRICS | Additional Affordable Supply on an Annual Basis As Noted Above | | | | | |
| TOOLS | ADUs | Choice Voichers | Brownfields | Tax Foreclosures | Tax Exemption | 108 Financing |
| POTENTIAL IMPACT | LOW - MODERATE | LOW - MODERATE | LOW - MODERATE | LOW - MODERATE | LOW - MODERATE | LOW - MODERATE |
| ACTIONS | Encourage zoning amendments across communities to provide additional housing unit opportunities (e.g. granny flats, small accessory apartments). | Work with housing choice voucher administrators to maximize utility of vouchers by utilizing tiered structure (i.e. higher voucher limits in higher market areas, lower in areas of concentrated poverty). | Amend policy and implementation of Brownfield incentives to require affordable housing units component to any supported residential project in the target areas; Establish thresholds for implementation. | Work with County Treasurer and municipalities to determine methods of maximizing the availability of appropriate tax foreclosed parcels to increase affordable housing inventory. | Maximize use of Public Act 216 of 2006 to provide tax exemptions for non-profit ownership housing; Utilize PILOTs to reduce development and operational cost of affordable housing developments consistent with Act 346 of 196. | Evaluate methods of utilizing Section 108 loan guarantees to support affordable and/or workforce housing development. |

| TASK | GROW <u>DEMAND</u> BY WORKING AND CO | DLLEGE-EDUCATED HOUSEHOLDS TO LIVE AND REINVEST IN Y | /PSILANTI | |
|---------------------|---|---|---|--|
| GOALS | Annual By 2038 | | | |
| City | 69 1,383 | 3 | | |
| Township | 140 2,795 | | | |
| OBJECTIVE | | iquity and Fair Share Balance (skills, education, housing) | rowth. | |
| METRICS | | t Rise at Rates > the Regional Average Are Falling Towards a Target Rate of < the Regional Average | | |
| TOOLS | Invest in Regulatory Q/L Amenities Updates | Transportation Educational Neighborhood Options Policy Stabilization | Limit Additional Affordable Housing | |
| POTENTIAL IMPACT | HIGH HIGH | HIGH HIGH HIGH | HIGH | |
| ACTIONS | Create a capital improvements plan that is geared towards urban amenities such as parks, plazas, transportation amenities including pedestrian facilities, bike lanes, new transit stops, etc. Explore millage, bonds and/or other methods of assembling adequate resources to implement capital improvements Develop county-wide grant program for targeted for community enhancements. I. Update zoning ordinance to allow for higher density development along transit routes. Require high quality urban design in key areas. Curtail apartmentalization of large, single family homes Establish mandatory rental property registration and inspection program Alternatively deploy code enforcement (focus on code compliance in middle market sub areas and code enforcement in most troubled areas) | Develop more robust transit options including expanded bus services and potential BRT or light rail on major corridors as well as the creation of a complete network of walking and biking facilities. Ensure that public incentives and investments in affordable and/or workforce housing is effectively linked with public transit, non-motorized networks, and other transportation choices. Develop / Expand programs to provide continuing education to existing workforce in the community. Set goals for skill growth in the community each year. Ensure that public incentives and investments in affordable and/or workforce housing are made only in instances where housing is effectively linked with public transit, non-motorized networks, and other transportation choices. Toreate a unified Ann Arbor, Ypsilanti School District Develop / Expand programs to provide continuing education to existing workforce in the community. Set goals for skill growth in the community each year. Ensure that public incentives and investments in affordable and/or workforce housing are made only in instances where housing is effectively linked with public transit, non-motorized networks, and other transportation choices. In areas of concentrated poverty, target investments and incentives to projects that stabilize neighborhoods and/or improve market demand/price point as a means of deconcentrating poverty. | 1. Work with housing choice voucher administrators to maximize utility of vouchers by utilizing tiered structure (i.e. higher voucher limits in higher market areas, lower in areas of concentrated poverty) 2. Ensure any investments in affordable and/or workforce housing meet or exceed the median cost of housing in the jurisdiction. 3. Tie any investments in affordable or workforce housing to meaningful quality of life improvements. 4. Work with County Treasurer and municipalities to determine methods to identify available tax foreclosed parcels and try to get them into the hands of programs like Habitat and avoid additional absentee land lords in order to stabilized/increase demand. | |

| TASK | GROW <u>DEMAND</u> BY | WORKING AND CO | LLE | GE-EDUCATED H | OUS | SEHOLDS TO LIV | ΕA | ND REINVEST IN YE | PS | ILANTI |
|---------------------|---|---|-----|--|-----|---|------|---|----|---|
| GOALS | Annual | By 2035 | | | | | | | | |
| City | 69 | 1,383 | | | | | | | | |
| Township | 140 | 2,795 | | | | | | | | |
| OBJECTIVE | to hel | Regional Ed p ensure the County | | and Fair Share E reating an environ | | · · | | • |)W | th. |
| METRICS | 1. 2. | Housing Values That Poverty Rates That A | | | | | gion | al Average | | |
| TOOLS | Balance S-D to Stabilize Prices | Home Purchase Assistance | | Tax Increment Financing | | Development Review | | Control Land*** | | Energy Efficiency |
| POTENTIAL IMPACT | MODERATE | MODERATE | | MODERATE | | MODERATE | | MODERATE | | MODERATE |
| ACTIONS | 1. Acquire and demolish obsolete pre 1930 wood framed houses throughout the Township 2. Intervene in foreclosure process for post 1960 brick ranch homes throughout Township using an acquisition-rehab-sale process, and target finished product pricing above market 3. Provide incentive and grants to Township and City owner occupants for exterior upgrades 4. Provide incentive loans to Township and City owner occupants for interior upgrades | Target first time buyer programs to highly qualified working and professional households, Expand on successful efforts such as LiveYpsi | 2. | Develop TIF districts along key corridors or other methods to move value creation between jurisdiction into most regionally impactful areas. Strategically invest TIF funds into infrastructure and amenities that promote a sense of place, and quality of life. | 1. | In weaker markets, evaluate opportunity to reduce development fees and/or streamline process to promote market rate development through reduced time and/or cost of development review process. | 2. | Use County wide trust funds to acquire vacant parcels; where possible assemble large blocks of land by connecting land purchases to demolition of obsolete pre 1930s housing stocks. • Start with those in foreclosure process. Downzone and place in conservation easement to reduce excess land supply Establish a Land Bank to acquire fallow land (at current prices) that can be managed and, eventually, assembled for development as market rate housing on the demand side of the equation. | | Develop long term quality products that use best available technology. Create long term sustainability that focuses on the health of occupants and lowers energy costs. |

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

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

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

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

APPENDIX Survey and Interviews

ADDITIONAL QUALITATIVE FINDINGS FROM INTERVIEWS

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

- 1. While most believe the region values the need for affordable housing, there is a sense that the region lacks a common definition or understanding of what affordable housing is.
- 2. There is a strong interest in addressing affordable housing needs in the region in a balanced, thoughtful way.
- 3. There is some confusion about what affordable housing is (meaning); we were told that some residents have been critical of people that may live in affordable housing even when the new residents would have the same income as the current residents.
- 4. Some have indicated that issues of race and ethnicity play into where the community wants to put and have affordable housing, but that these issues are not often discussed in public. This contrasts with many public statements about the value of diversity. The question appears to be how that value is supported and implemented through planning and services.
- 5. Racial and ethnic diversity is a value shared throughout the jurisdictions. But it is a spoken value not revealed in objective data regarding settlement patterns, market values, school district boundaries, and livability. Residential segregation analysis by both the Brookings Institution and the Institute for Social Research at the University of Michigan Social Science Data Analysis Network) speaks clearly to this issue.
- 6. Most people say they don't want rising housing values to push their neighbors out of their community.
- 7. The recent regional mass transit plan is an example of multijurisdictional collaboration. There have been other regional efforts

- around policing and others that indicate an ability for the region to cooperate.
- 8. Mass transit is seen an important part of regional housing, development and economic planning.
- 9. When talking about affordable housing, people emphasize the need to encourage people to live near where they work and the goal of giving residents a range of housing choices. This idea of workforce housing was regularly identified as a priority.
- 10. Preserving workforce units especially as prices are rising and older low income tax credit projects age - may not be getting the focus it deserves, given that the public has focused on, especially in Ann Arbor, the housing options for the very lowest income households.
- 11. There is considerable civic and policy focus on people under 30% of AMI, especially the homeless, and especially in Ann Arbor. Many commented that public money should focus on helping those under 30% of AMI.
- 12. Still, generous supportive services for people under 30% of AMI (area median income) in Ann Arbor have attracted people from outside the county to Ann Arbor. This has raised concerns about the sustainability of these programs.
- 13. The fact that most of Ann Arbor's housing vouchers are used outside the city has created a services imbalance as other communities, often with fewer resources than Ann Arbor, are pressed to provide supportive services to high concentrations of voucher residents.
- 14. There is a struggle between housing advocates that want to build in lower cost jurisdictions to maximize their investments and people in those jurisdictions concerned about the pressure on their local budgets and overall economic prospects from over concentration of any one type of housing or a lack of alignment between housing and jobs.
- 15. Existing zoning (density, parking, height, design) can make it hard to provide under 30% AMI housing as well as other levels of affordable housing.
- 16. Some in Ann Arbor have suggested local zoning and land-use could be modified to encourage transit, discourage cars, and provide for more affordability, as well since providing parking spaces for cars. But this costs extra money. It was raised a few times that changing city parking

- requirements away from a minimum parking requirement would open up more options for mixed use, transit projects that support a range of housing prices.
- 17. While the student population is not growing very fast, there are concerns (completely validated by quantitative analysis) that new student housing is driving up the cost of housing in Ann Arbor as developers focus much of their attention on high-end student housing.
- 18. People want to make sure seniors can age in place and/or live in the community for the long term. Many have criticized the state policy that pushes seniors to stay in their current home at a lower tax level because it functions as a disincentive from moving into a smaller and more manageable home.
- 19. Some suggested that more assisted living, co-housing, rooming and/or co-operative housing options for seniors would be helpful. These housing approaches could be a beneficial tool to support regional affordable housing goals.
- 20. A number suggested greater density in urban areas would help the region provide a range of housing prices and affordability. Jurisdictions in the region clearly understand the benefit of mixed-use, higher density development clusters in areas with appropriate transit services and their master plans reflect this. But recent development projects, where developers built less than they otherwise could due to concerns about market demand, parking, neighborhood concerns, demonstrate that achieving this development vision can be difficult. Some believe the government should be stronger about enforcing master plans and the calls for mixed income, mixed use development.
- 21. Urban infill, government owned land and the Washtenaw Avenue Corridor regularly come up as the best opportunities for bringing a range of housing options to the area. Also, Reimagine Washtenaw came up repeatedly as an important regional project that can help foster the collaboration and regionalism needed to also address a balance of affordable housing options. But it was stressed that this project can't address all the affordability issues.
- 22. Where possible, the jurisdictions want to protect rural areas and prevent sprawl. This is important for environmental, quality of life and infrastructure reasons. It was not generally acknowledged that such aims increase the cost of housing.
- 23. There is a sense that area developers are not as committed to affordable housing or mixed-income/mixed-use housing as they could

- be. It was suggested a few times that the local development community needs to be augmented by outside developers with experience in mixed-use-mixed-income projects.
- 24. A number expressed frustration about lack of inclusionary zoning powers due to state law, though many suggested zoning could still be used to encourage a range of price points.
- 25. There may be an opportunity to work more closely with developers to provide workforce housing options in the area. Public-private partnerships to create affordable housing have not been as common as some believe they should be. Most said that there is limited collaboration with developers today. Many suggested that there are not enough market-driven developer projects to generate a lot of affordable housing and that more pro-active efforts using publicly owned land and, perhaps even publicly purchased land, would be needed.
- 26. It can be hard to get private land-lords and apartment companies to accept vouchers or ex-felons. Both policies make providing affordable housing for especially lower income populations hard.
- 27. There is natural civic tension between doing what is needed to respond to the housing market so that a community can provide a range of affordable housing options and community concerns about change and density. Many indicated that people in the community are concerned about the scale of buildings created obstacles to building affordable housing. We also heard clearly that there are many that associate their community's charm, sustainability and social equity as coming from the diversity and types of people that can live there. But what we heard varies. (The sentiment in Ann Arbor is not the same as the view in Ypsilanti.) The perspective in Ypsilanti Township is not shared by everyone else, and vice versa. Markets with different strengths produce people with different viewpoints.
- 28. There is concern from some that taking a don't change, low density approach will essentially drive up home values, create sprawl, exasperate traffic and lead to a less balanced region.
- 29. Carrot Way came up a number of times as a good model for an affordable housing project with people suggesting it should be replicated.
- 30. Many believe that there is a lot of interest and value in using areas outside Ann Arbor as the affordable housing for the region because they are less expensive and government subsidies can go further. This

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

- be a balance of housing options. No one jurisdiction should have all the high income or the lower income housing, but there are different views about what balance and regionalism mean with some saying it means somebody else takes more and few saying it means they should take more affordable housing. Everyone generally agrees that affordable housing is important, as long as it is located someplace else.
- 35. Sustainability is integrated into area master plans, transportation, energy and civic planning, but generally speaking is not directly associated with housing affordability. There are some current efforts to make affordable housing more energy efficient. There is a sense that sustainability could be more clearly aligned with affordable housing as the two go hand in hand.
- 36. Schools play a significant role in how people think about where they live and the value of the housing. Communities that are a part of the Ann Arbor school district have a clear real estate advantage; This does impact the balance of housing choices in the region.
- 37. There is a sense that more focused political leadership would help affordable housing issues and that the area lacks clear metrics or goals. Past efforts with specific numerical goals failed, so some have also suggested that the focus should be on projects instead.

SURVEY REVIEW

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

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

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

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

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

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

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

Feedback on Purpose and Value of Affordable Housing

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

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

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

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

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

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

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

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

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

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

Why is affordable housing important? (summary of written responses)

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

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

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

(summary of written responses)

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

What is quality of life?

(summary of written responses)

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

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

What should affordable housing look like?

(summary of written responses)

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

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

Regional Coordination + Balance

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

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

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

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

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

What does that mean?

(summary of written responses)

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

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

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

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

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

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

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

(summary of written responses)

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

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

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

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

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

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

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

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

What does that mean?

(summary of written responses)

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

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

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



Residential Services

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-0073

Fax: (734) 544-3501 www.ytown.org

MEMORANDUM

TO:

Charter Township of Ypsilanti Board of Trustees

FROM:

Carl Girbach, Public Services Superintendent

DATE:

February 26, 2015

RE:

Request for Approval to Purchase Vehicles for Various Departments [MI-Deals Pricing], Per Budget Amendment for Your Approval, out of

Motorpool Fund 595.595.000.985.000

The three (3) vehicles requested are replacements for four (4) vehicles sold at last fall's on-line auction (+\$24,000.00).

Building Operations currently has two (2) 2008 vans assigned to that Department - #58 and #59. Last fall, we sold #35 – a 1998 Ford E-350 van which was used in the Parks Department to maintain shelters. The necessary repairs to #35 exceeded its value. It is my suggestion to transfer #58 to the Park's Department from Building Operations and purchase the Ford Transit 250 XL, with required bulkhead and safety shelving, for replacement of #58.

I am requesting to purchase a Tandem utility dump trailer. There is a need at the Golf Course, as well as in the Parks Department for this type of equipment. It is my suggestion to share this trailer between the two departments.

I am also requesting to purchase two (2) Ford pick-up trucks: an F-250 4x2 and an F-250 4x4 with slide-in dump box. (The dump box enhances time use unloading materials in the park system)

In order to maintain our fleet in a reasonable condition, I am requesting that we purchase three (3) vehicles and one (1) dump trailer: [Part of the 5-year Capital Improvement Program]

| 1. | Ford Transit 250 XL | \$25,914.00 |
|----|---|-------------|
| 2. | Ford F-250 4x4 w/Dump Box | \$32,289.00 |
| 3. | Ford F-250 4x2 | \$24,690.00 |
| 4. | Tandem Dump Trailer [Kept at Golf Course] | \$ 7,000.00 |

Sold:

- 1. 1994 Ford F-150 4x2
- 2. 1997 Ford F-250 4x4
- 1997 Ford F-350 Crew Cab
- 4. 1999 Ford F-150 4x2

| DATE: | 1/21/15 | |
|-------------------|--|--|
| TO: | CARL GIRBACH, YPSILANTI TWP. 734-368-1180 (DIRECT) cgirbach@ytown.org | |
| FROM: | JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES 734-671-4033 (DIRECT) (FAX) 734-676-7647 jagney@gornoford.com | |
| RE: | MIDEAL #3958-0039 (1) "All New" 2015MY FORD TRANSIT-250 XL, REG. ROOF 148"WB, OXFORD WHITE/GRAY VINYL, 3.7L V6, 6spd.A/T HINGED SIDE & REAR DOORSW/ REAR WINDOWS, PWR.WINDOWS/Htd. MIRRORS, VINYL FRNT./REAR FLOOR, AM/FMW/CLOCK, A/C, TPWR. DISC BRKSW/ABS, AIR BAGS, 3.73 LTD. SLIP AXLE, 9,000 # GVW/CARGO LED LIGHTS, LT235/65Rx16E-AS, ADVANCE TRACW/ROLL STA SAFETY STEEL SCREEN MESH BULKHEADW/DOOR, FULL LENGTH GEN. MAINT. SHELVING PKG.w/37"x 12" STORAGE DOOR | LOCKS- TLT/CRUISE, R, TPMS B. CNTRL., |
| | LIVERED TO YPSILANTI TWP., MI | \$25,914.00 |
| | Current lead time to order is 16-18 weeks from receipt of Purchase Order | |
| TRAILER ELEC. TTA | MENDED OPTIONS: TOW PKG. ALER BRAKE CNTRLR. AL SAFETY LIGHT PKG. ocr LED Roof-Mount Mini Light Bar Frnt/Rear Amber LED Flashers) | 465.00 230.00 1,495.00 |
| Please review | w SELECT OPTIONS, sign and c-mail/fax back or e-mail/fax Purchase Order to Jim Agney. | |
| Customer | Signature: | |
| Thank you | ı , | |

This quotation is confidential and privileged and is intended solely for the use of Gomo Ford and Ypsilanti Township. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

Jim Agney

| DATE: | 12/18/14 (2.23.15) (Out of Stock Sale-OSS Currently On Order) |
|----------------------------|---|
| TO: | CARL GIRBACH, YPSILANTI TWP. 734-368-1180 (DIRECT) cgirbach@ytown.org |
| FROM: | JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES 734-671-4033 (DIRECT) (FAX) 734-676-7647 jagney@gornoford.com |
| RE: | Mideal #3958-0092 (1) 2015My ford <u>F-250</u> , 4x4, Reg. Cab, 137"wb, 8' Box, Oxford White/Steel Vinyl, 6.2L V8, 6spd.A/Tw/Od, A/C, AM/FMw/Clock, PWR. DISC BRKSw/ABS, AIR BAGS, 3.73 REG. AXLE,10,000 # GVWR, LT265/75Rx17AT, TRAILER TOW PKG., TILT/CRUISE, H.D. TOW PKG. ADVANCE TRACw/Roll Stability Cntrl., frnt. Tow hooks, tpms, PWR. Windows/Locks/Htd.Mirrors, Roof clr. Lights, engine block htr., upfitter switches, décor trim, elec. brake cntrlr., H.D. Alt., Daytime running lights, skid plates, rear wheel well-liners, H.D. Suspw/Rear sway bar, splash guards, Rhino spray-in-bed liner, all-weather h.D. Floor mats, Buyer's slide-in elec. dump boxw/Cab protector & roller tarp |
| F.O.B. DEL (MSRP = \$ | IVERED TO YPSILANTI, MI |
| | Order Cut-off is 2/27/15. |
| | Current lead time to order is estimated at $10-12$ weeks. |
| MUNICIPA | ENDED OPTIONS: AL SAFETY LIGHT PKG |
| Please revie Jim Agney. | ew SELECT OPTIONS, sign and c-mail/fax back or e-mail/fax Purchase Order to |
| Customer S | Signature: |
| Thank you | , |
| Jim Agney | |

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| DATE: | 12/18/14 (2.23.15) |
|-------------------------|---|
| TO: | CARL GIRBACH, YPSILANTI TWP. 734-368-1180 (DIRECT) cgirbach@ytown.org |
| FROM: | JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES 734-671-4033 (DIRECT) (FAX) 734-676-7647 jagney@gornoford.com |
| RE: | Mideal #3958-0029 (1) 2015MY FORD <u>F-250</u> , 4x2, REG. CAB, 137"wb, 8' Box, OXFORD WHITE/STEEL VINYL, 6.2L V8, 6spd.A/Tw/OD, A/C, AM/FMw/CLOCK, PWR. DISC BRKSw/ABS, AIR BAGS, 3.73 E-LOCK AXLE,10,000 # GVWR, LT245/75Rx17AT, TRAILER TOW PKG., TILT/CRUISE, H.D. TOW PKG. ADVANCE TRACw/ROLL STABILITY CNTRL., FRNT. TOW HOOKS, TPMS, PWR. WINDOWS/LOCKS/Htd.MIRRORS, ROOF CLR. LIGHTS, ENGINE BLOCK-HTR., UPFITTER SWITCHES, DÉCOR TRIM, ELEC. BRAKE CNTRLR., H.D. ALT., DAYTIME RUNNING LIGHTS RHINO SPRAY-IN-BED LINER, ALL-WEATHER H.D. FLOOR MATS, |
| | LIVERED TO YPSILANTI, MI |
| | Order Cut-off is $2/27/15$. Current lead time to order is estimated at $10-12$ weeks. |
| MUNICIP | MENDED OPTIONS: PAL SAFETY LIGHT PKG. 1,395.00 r LED Roof Mount Mini-Light Bar, Frnt. Amber Grill LED's & Rear Amber LED Taillight Flashers) |
| Please rev Jim Agney | iew SELECT OPTIONS, sign and e-mail/fax back or e-mail/fax Purchase Order to |
| Customer | Signature: |
| Thank you | ı, |
| Jim Agney | , |

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