

**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

April 21, 2015

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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

14-B District Court

Monthly Disbursements

March 2015

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

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

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

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

All other revenues are transferred to the Ypsilanti Township Treasurer.

March 2015 Disbursements:

Washtenaw County:	\$ 4,277.00
State of Michigan:	\$ 42,335.00
Ypsilanti Township Treasurer:	\$119,020.09

TOTAL: \$165,632.09

14-B District Court

Revenue Report for March 2015

General Account

Account Number
Due to Washtenaw County
(101-000-000-214.222) **\$4,277.00**

Due to State Treasurer

Civil Filing Fee Fund (MCL 600.171): \$13,636.00
State Court Fund (MCL 600.8371): \$750.00
Justice System Fund (MCL 600.181): \$15,391.00
Juror Compensation Reimbursement Fund:
 Civil Jury Demand Fee (MCL 600.8371): \$0.00
 Drivers License Clearance Fees (MCL 257.321a): \$2,670.00
Crime Victims Rights Fund (MCL 780.905): \$7,218.00
Judgment Fee (Dept. of Natural Resources): \$0.00
Due to Secretary of State
(101-000-000-206.136) \$2,670.00

Total: **\$42,335.00**

Due to Ypsilanti Township

Court Costs (101-000-000-602.136): \$53,820.50
Civil Fees (101-000-000-603.136): \$13,379.00
Probation Fees (101-000-000-604.000): \$10,240.00
Ordinance Fines (101-000-000-605.001): \$37,925.00
Bond Forfeitures (101-000-000-605.003): \$4,210.00
Interest Earned (101-000-000-605.004): \$0.00
State Aid-Caseflow Assistance (101-000-602.544): \$0.00
Expense Write-Off: \$0.00
Bank Charges (Expense - 101.136.000.957.000): (\$554.41)

Total: **\$119,020.09**

Total to General Account - (101.000.000.004.136): \$165,632.09

Escrow Account

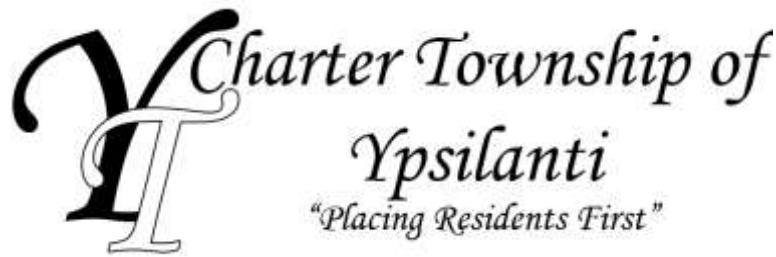
(101-000-000-205.136)

Court Ordered Escrow: \$4,613.00
Garnishment Proceeds: \$0.00
Bonds: \$22,861.00
Restitution: \$4,534.79

Total to Escrow Account - (101.000.000.205.136): \$32,008.79

		Year to Date	
		Prior Year Comparison	
Month	Revenue	Revenue	
	2014	2015	
January	\$93,424.58	\$101,726.02	
February	\$134,377.46	\$127,974.93	
March	\$116,070.56	\$119,020.09	
April	\$104,192.57		
May	\$106,156.14		
June	\$107,897.55		
July	\$101,268.87		
August	\$98,053.38		
September	\$106,365.17		
October	\$108,958.51		
November	\$81,140.04		
December	\$93,416.84		
Grant:		\$41,250.00	
Standardization			
Payment:	\$45,724.00	\$45,724.00	
Year-to Date			
Totals:	\$1,297,045.67	\$435,695.04	
Expenditure			
Budget:	\$1,267,085.00	\$1,328,089.00	
Difference:	\$29,960.67	(\$831,389.96)	

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**Office of
Community Standards**

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

MEMORANDUM

April 14, 2015

To: Township Board

From: Joe Lawson
Planning Director

Re: **Planning Division (OCS) March/April 2015**

Please be advised of the following activities related to the Planning Department for March/April 2015

Planning Commission Activity

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

On March 24, 2015, the Commission held its regular meeting to consider the following applications:

- **Rezoning Application** – The Commission held a public hearing to consider the request of Sensitile to rezone 1735 Holmes and the 5 surround parcels from B-3, general business and RM-2, multi-family residential to IRO, Industrial Research and Office to allow for the 24,000 square-foot expansion of their existing research and manufacturing facility. At the conclusion of the public hearing, the Commission recommended approval of the application to the Board of Trustees.
- **Reschedule a Special Conditional Use Public Hearing** – The Commission held a public hearing to consider the special conditional use permit application of Mr. and Mrs. Elwart to permit the establishment of a Child Care Center to be located at 5780 Merritt Road. At the conclusion of the public hearing, the Commission passed a motion to deny the application stating that the application did not meet the ordinance requirements for a daycare at this location.
- **Yankee Air Museum**: The Planning Commission continued the public hearing relating to the PD Stage I Preliminary Site Plan and Rezoning application to permit the establishment of the Yankee Air Museum within a 147,000 square-foot portion of the former GM Powertrain/Willow Run Bomber Plant. At the

conclusion of the public hearing, the Commission recommended approval of the application to the Board of Trustees.

- Buffalo Wild Wings – The Planning Commission reviewed and approved the preliminary site plan application requesting approval for the construction of a parking lot expansion.
- Majestic Lakes – The Commission scheduled a public hearing for April 14, 2015 to consider the amended PD Stage I preliminary site plan and rezoning for the Majestic Lakes residential mixed use development. The plan calls for the construction of 392 single and multi-family dwelling units.
- Hidaya Mosque – The Commission scheduled the necessary public hearing for Tuesday, April 28, 2015 to consider the special conditional use permit and preliminary site plan application of the Hidaya Mosque to permit the establishment of a 28,090 square-foot worship and community center to be located on vacant land on the north side of Ellsworth Road west of Clubview Drive.

Plans in Process

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

Lakeside Park/Boat House Project: The landscaping is scheduled to be installed during the week of April 20th with final stabilization to follow shortly thereafter. A temporary certificate of occupancy has been issued to the building pending the final grade and stabilization. A grand opening celebration is scheduled for April 24th.

WalMart Expansion – 2515 Ellsworth: Renovations of the existing portion of the store continue and are planned to be completed by the spring. A recent MLive article stated that WalMart is in the process of hiring up to 80 new employees as part of the expansion/renovation. The project is currently scheduled for the necessary engineering and utility inspections in order to begin the closeout process. The site landscaping and other site improvements will continue through the spring construction season.

Blackmore Addition #3 – A final certificate of occupancy will be issued to the project once all of the required exterior improvements have been completed later this spring.

Cueter Chrysler Dealership – Final engineering reviews continue. From the initial engineering submittal, a number of minor details needed to be resolved before our reviewing agents will be able to give their final approval. The applicant is very eager to start construction so that the project will be completed later this summer.

Los Amigos – The applicant’s engineer took the opportunity to meet with the Township’s engineer to discuss the forthcoming final engineering submittal. The applicant intends on completing the engineering review in short order so that construction may begin later this summer.

Majestic Lakes – The Planning Commission is scheduled to hold a public hearing on Tuesday, April 14, 2015 to consider the amended Preliminary Site plan and rezoning application. At the conclusion of the public hearing, the Commission will make a recommendation to the Board of Trustees to either approve or deny the proposed application.

Burning Bush – The detailed engineering plans have been submitted and are being reviewed. The initial reviews have revealed some minor comments that will need to be resolved prior to final engineering approval. A second submittal was recently provided to this office and has been disseminated for further review. Construction is planned for the summer of 2015.

Yankee Air Museum (YAM) – The Planning Commission has made a positive recommendation to the Board in relation to the PD Stage I preliminary site plan and rezoning application of the Yankee Air Museum. The application and recommendation will be presented to the Board of Trustees for their consideration during the April 21st regular meeting.

Buffalo Wild Wings – The Planning Commission has granted preliminary site plan approval. Staff currently awaits the submission of the final engineering plan for review and approval. Construction is planned for the summer of 2015.

Hidaya Mosque – The Commission has scheduled the necessary public hearing to be held on Tuesday, April 28, 2015 at 6:30pm.

RoundHaus Pizza and Party Shop – Preliminary Site Plans have been submitted to the Office of Community Standards for review and consideration. The plans will be disseminated to our reviewing agents for review and comment before the plans are presented to the Planning Commission for consideration. The plan calls for the demolition of the existing facility in favor of a new retail and fuel outlet.

Zoning Board of Appeals

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

On April 1, 2015 the Zoning Board of appeals considered the following applications:

Eagle Crest Golf Club/Marriott Hotel – The Eagle Crest Golf Club along with the Marriott Hotel and EMU Foundation submitted a variance request to permit the installation of 40 square-feet of additional signage to the existing Marriott Hotel entrance sign located at

the intersection of S. Huron Street and James L. Hart Parkway (1275 S. Huron). After the public hearing, the Zoning Board of Appeals granted the application noting that the granting of the variance would not be detrimental to the property or the community as a whole. Further the variance did not propose or approve any increase to the existing structure.

Committee Meetings

WATS Technical Committee – On April 1st, the WATS Technical Committee held their regularly scheduled meeting. As part of the agenda, MDOT representatives were present to provide information in relation to the proposed US23 Active Traffic Management (ATM) proposal. This item was held over from the previous March 4th meeting where the committee did not feel that MDOT had provided enough information to base a positive recommendation to the policy committee. The ATM project as proposed would utilize the left lane shoulder for traffic during peak hours, south in the morning and north in the afternoon. MDOT was requesting that the Technical Committee recommend approval to the Policy Committee in order to add the project to the current Transportation Improvement Program (TIP). After much discussion and concerns relating to the proposed plan, the Technical Committee recommended approval to the Policy Committee by way of a 7-4 vote.

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



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriffinfo@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Jim Anuszkiewicz, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Marlene Radzik, WCSO Police Services Commander
Date: April 14, 2015
Re: March 2015 Police Services Monthly Report

In March of 2015, there were 4136 calls for service in Ypsilanti Township, which is a 10% increase in calls for service as compared to March of 2014.

SIGNIFICANT EVENTS

- March 4, 2015 in the 500 Blk of Onondaga - a stolen vehicle arrest by deputies.
- March 17, 2015 in the 100 Blk of Russell - a shooting incident. Still under investigation. No injuries.
- March 25, 2015 in the 200 Blk of Stevens - two separate home invasion arrests.
- March 26, 2015 in the 1400 Blk of Grove - a Home Invasion/Robbery in which suspect is known. Warrant request submitted to the prosecutor's office.

CARRYING CONCEALED WEAPONS ARREST

There were two separate incidents during this month in which deputies removed weapons from individuals on the street. On March 20, 2015 deputies conducted a traffic stop in the area of Harris/Crestwood and discovered a weapon stored in the glove box of the vehicle in question. The passenger in this vehicle was arrested and later charged with CCW in a motor vehicle.

The second incident involved midnight deputies conducting directed patrol in the area of Harris Park. Deputies came across individuals parked in a vehicle. Individuals were subsequently removed from the vehicle at which time deputies removed a handgun from one of the persons. This individual was charged with CCW and taken to jail.

SEARCH WARRANTS

The following search warrants were executed in Ypsilanti Township during the month of March in an effort to curb street violence and remove weapons from the street.

- March 2, 2015 in the 1100 Blk of S. Pasadena for narcotics by the Community Action Team
- March 3, 2015 in the 300 Blk of Woodlawn for narcotics by the Community Action Team
- March 13, 2015 in the 2300 Blk of State St. for narcotics by the Community Action Team
- March 25, 2015 in the 5100 Blk of Bull run by the Federal Bureau of Investigation for fraud

Continued efforts as we move into the warmer months will be focused on random parole checks as well as traffic enforcement in high crash and high crimes areas. These efforts will be in partnership with Ypsilanti Township resources as well as the Ann Arbor Parole Office. Parole compliance sweep scheduled for April 14th, 2015.

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT



Month:	March
Year:	2015
Print Option:	Print Both Monthly and YTD
Include Unfounded:	No
Report Offenses:	Include All (1,2,3,4)
Attempted/Completed/NA:	Includes Attempted, Completed
City:	Ypsilanti Twp-YPT

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of March

Classification	Mar/2014	Mar/2015	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	1	0	-100%
10001 KIDNAPPING/ABDUCTION	1	0	-100%
10002 PARENTAL KIDNAPPING	0	1	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	3	2	-33.3%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	2	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	1	1	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	1	1	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	2	0	-100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	1	0%
12000 ROBBERY	3	3	0%
13001 NONAGGRAVATED ASSAULT	40	43	7.5%
13002 AGGRAVATED/FELONIOUS ASSAULT	14	19	35.71%
13003 INTIMIDATION/STALKING	2	1	-50%
20000 ARSON	1	0	-100%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	13	11	-15.3%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	4	6	50%
23002 LARCENY -PURSES/NATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	19	12	-36.8%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	1	0	-100%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	5	4	-20%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	2	4	100%
23007 LARCENY -OTHER	4	7	75%
24001 MOTOR VEHICLE THEFT	11	8	-27.2%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	2	1	-50%
24003 MOTOR VEHICLE FRAUD	0	1	0%
25000 FORGERY/COUNTERFEITING	2	1	-50%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	6	9	50%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	4	5	25%
26003 FRAUD -IMPERSONATION	9	8	-11.1%
26005 FRAUD -WIRE FRAUD	1	1	0%
27000 EMBEZZLEMENT	0	1	0%
28000 STOLEN PROPERTY	0	1	0%
29000 DAMAGE TO PROPERTY	30	20	-33.3%
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	4	7	75%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	22	19	-13.6%
35002 NARCOTIC EQUIPMENT VIOLATIONS	7	8	14.28%
37000 OBSCENITY	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	1	0	-100%
52001 WEAPONS OFFENSE- CONCEALED	1	2	100%
52003 WEAPONS OFFENSE -OTHER	1	1	0%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Group A Totals		218	211	-3.21%
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	2	0	-100%
26006	FRAUD -BAD CHECKS	4	0	-100%
36004	SEX OFFENSE -OTHER	0	1	0%
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	3	6	100%
41002	LIQUOR VIOLATIONS -OTHER	1	1	0%
48000	OBSTRUCTING POLICE	12	8	-33.3%
49000	ESCAPE/FLIGHT	0	0	0%
50000	OBSTRUCTING JUSTICE	8	2	-75%
53001	DISORDERLY CONDUCT	3	3	0%
53002	PUBLIC PEACE -OTHER	0	0	0%
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	1	1	0%
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	9	7	-22.2%
55000	HEALTH AND SAFETY	0	5	0%
57001	TRESPASS	0	1	0%
63000	VAGRANCY	0	0	0%
70000	JUVENILE RUNAWAY	8	11	37.5%
73000	MISCELLANEOUS CRIMINAL OFFENSE	2	5	150%
Group B Totals		53	51	-3.77%
2800	JUVENILE OFFENSES AND COMPLAINTS	38	40	5.263%
2900	TRAFFIC OFFENSES	63	55	-12.6%
3000	WARRANTS	74	72	-2.70%
3100	TRAFFIC CRASHES	117	107	-8.54%
3200	SICK / INJURY COMPLAINT	78	83	6.410%
3300	MISCELLANEOUS COMPLAINTS	706	669	-5.24%
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	1	1	0%
3500	NON-CRIMINAL COMPLAINTS	758	973	28.36%
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	1237	1431	15.68%
3800	ANIMAL COMPLAINTS	47	90	91.48%
3900	ALARMS	179	162	-9.49%
Group C Totals		3298	3683	11.67%
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	2	0%
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	-100%
4200	PARKING CITATIONS	3	1	-66.6%
4300	LICENSE / TITLE / REGISTRATION CITATIONS	1	2	100%
4500	MISCELLANEOUS A THROUGH UUUU	17	15	-11.7%
Group D Totals		24	20	-16.6%
5000	FIRE CLASSIFICATIONS	1	0	-100%
5100	18A STATE CODE FIRE CLASSIFICATIONS	2	0	-100%
Group E Totals		3	0	-100%
6000	MISCELLANEOUS ACTIVITIES (6000)	33	40	21.21%
6100	MISCELLANEOUS ACTIVITIES (6100)	79	99	25.31%
6300	CANINE ACTIVITIES	6	2	-66.6%
6500	CRIME PREVENTION ACTIVITIES	33	25	-24.2%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of March

Classification	Mar/2014	Mar/2015	%Change
6600 COURT / WARRANT ACTIVITIES	3	0	-100%
6700 INVESTIGATIVE ACTIVITIES	5	5	0%
Group F Totals	159	171	7.547%
City : Ypsilanti Twp Totals	3755	4136	10.14%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through March

Classification	2014	2015	%Change
Group F Totals	0	0	0%
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	1	0	-100%
10001 KIDNAPPING/ABDUCTION	1	0	-100%
10002 PARENTAL KIDNAPPING	0	1	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	6	8	33.33%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	1	2	100%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	1	1	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	2	1	-50%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	2	1	-50%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	2	100%
12000 ROBBERY	10	6	-40%
13001 NONAGGRAVATED ASSAULT	95	105	10.52%
13002 AGGRAVATED/FELONIOUS ASSAULT	42	50	19.04%
13003 INTIMIDATION/STALKING	10	4	-60%
20000 ARSON	1	0	-100%
21000 EXTORTION	1	1	0%
22001 BURGLARY -FORCED ENTRY	51	35	-31.3%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	8	16	100%
23002 LARCENY -PURSES/NATCHING	0	1	0%
23003 LARCENY -THEFT FROM BUILDING	45	31	-31.1%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	2	1	-50%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	20	49	145%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	6	5	-16.6%
23007 LARCENY -OTHER	16	20	25%
24001 MOTOR VEHICLE THEFT	31	20	-35.4%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	4	3	-25%
24003 MOTOR VEHICLE FRAUD	1	1	0%
25000 FORGERY/COUNTERFEITING	4	4	0%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	22	18	-18.1%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	11	19	72.72%
26003 FRAUD -IMPERSONATION	20	20	0%
26005 FRAUD -WIRE FRAUD	2	2	0%
27000 EMBEZZLEMENT	1	1	0%
28000 STOLEN PROPERTY	4	4	0%
29000 DAMAGE TO PROPERTY	54	49	-9.25%
30001 RETAIL FRAUD -MISREPRESENTATION	1	4	300%
30002 RETAIL FRAUD -THEFT	18	17	-5.55%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	1	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	46	36	-21.7%
35002 NARCOTIC EQUIPMENT VIOLATIONS	18	14	-22.2%
37000 OBSCENITY	1	0	-100%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	1	0	-100%
52001 WEAPONS OFFENSE- CONCEALED	5	7	40%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through March

Classification	2014	2015	%Change
52003 WEAPONS OFFENSE -OTHER	2	2	0%
Group A Totals	568	562	-1.05%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	4	1	-75%
26006 FRAUD -BAD CHECKS	8	0	-100%
36004 SEX OFFENSE -OTHER	1	1	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	8	11	37.5%
41002 LIQUOR VIOLATIONS -OTHER	2	2	0%
48000 OBSTRUCTING POLICE	19	16	-15.7%
49000 ESCAPE/FLIGHT	0	2	0%
50000 OBSTRUCTING JUSTICE	25	22	-12%
53001 DISORDERLY CONDUCT	9	12	33.33%
53002 PUBLIC PEACE -OTHER	1	1	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	3	3	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	23	20	-13.0%
55000 HEALTH AND SAFETY	3	6	100%
57001 TRESPASS	0	3	0%
63000 VAGRANCY	0	1	0%
70000 JUVENILE RUNAWAY	18	28	55.55%
73000 MISCELLANEOUS CRIMINAL OFFENSE	3	6	100%
Group B Totals	127	135	6.299%
2800 JUVENILE OFFENSES AND COMPLAINTS	109	73	-33.0%
2900 TRAFFIC OFFENSES	149	132	-11.4%
3000 WARRANTS	185	155	-16.2%
3100 TRAFFIC CRASHES	512	366	-28.5%
3200 SICK / INJURY COMPLAINT	214	255	19.15%
3300 MISCELLANEOUS COMPLAINTS	1987	1937	-2.51%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	2	3	50%
3500 NON-CRIMINAL COMPLAINTS	2211	2503	13.20%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	3020	3078	1.920%
3800 ANIMAL COMPLAINTS	138	170	23.18%
3900 ALARMS	567	490	-13.5%
Group C Totals	9094	9162	0.747%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	6	200%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	-100%
4200 PARKING CITATIONS	9	16	77.77%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	1	5	400%
4500 MISCELLANEOUS A THROUGH UUUU	38	23	-39.4%
Group D Totals	51	50	-1.96%
5000 FIRE CLASSIFICATIONS	1	2	100%
5100 18A STATE CODE FIRE CLASSIFICATIONS	7	1	-85.7%
Group E Totals	8	3	-62.5%
6000 MISCELLANEOUS ACTIVITIES (6000)	133	96	-27.8%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through March

Classification	2014	2015	%Change
6100 MISCELLANEOUS ACTIVITIES (6100)	184	211	14.67%
6300 CANINE ACTIVITIES	13	6	-53.8%
6500 CRIME PREVENTION ACTIVITIES	80	70	-12.5%
6600 COURT / WARRANT ACTIVITIES	7	4	-42.8%
6700 INVESTIGATIVE ACTIVITIES	15	10	-33.3%
Group F Totals	432	397	-8.10%
City : Ypsilanti Twp Totals	10280	10309	0.282%



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, APRIL 21, 2015

5:00 P.M.

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

1. FACILITY USAGE AGREEMENT WITH YNLLTRUSTEE STAN ELDRIDGE
2. REVIEW AGENDA SUPERVISOR STUMBO
3. OTHER DISCUSSION BOARD MEMBERS

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

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

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

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

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

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

I. TERM

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

II. OPTION TO RENEW

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

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

III. USE OF FACILITIES

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

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

IV. OBLIGATIONS OF THE YNLL

The **YNLL** shall:

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

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

V. OBLIGATIONS OF THE TWP.

The **TWP.** shall:

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

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

VI. ASSIGNABILITY AND EXCLUSIVITY

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

VII. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

VIII. PARK AND FACILITY IMPROVEMENTS

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

IX. SEVERANCE OF AGREEMENT

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

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

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

X. NOTICES

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

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

YPSILANTI NATIONAL LITTLE LEAGUE

AUTHORIZED YNLL REPRESENTATIVE **DATE**

WITNESS **DATE**

CHARTER TOWNSHIP OF YPSILANTI

BRENDA STUMBO, TOWNSHIP SUPERVISOR **DATE**

KAREN LOVEJOY ROE, TOWNSHIP CLERK **DATE**

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

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

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

WHEREAS, the TWP is the administrator of certain public park amenities, and

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

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

I. Term

This Agreement shall be for a term of two years, beginning on the date of the execution hereof.

II. Option to Renew

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

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

III. Use of Facilities

1. During the period of March 1, 2008 through September 30, 2008 and March 1, 2009 through September 30, 2009, YNLL shall have the preferred use of the TWP ball fields #1 and #2, the concession stand and batting cage at Harris Park, as assigned by TWP, for regular season, league playoffs and make-up games and practices. At any time the ball fields are not being used by YNLL, TWP may assign such facilities for its own baseball and softball programs. It is understood that TWP programs and certain community events may be scheduled in advance of the release of facilities to YNLL.

2. YNLL understands and agrees that TWP will maintain a master schedule for the Facilities and YNLL will provide schedules of games and practices two weeks prior to the start of the season.
3. YNLL understands and agrees that at times weather and/or field conditions may result in TWP denying the use of certain fields on dates for which approval has been granted. YNLL understands that TWP staff has the authority to deny use of the fields if deemed unsafe to play on.
4. TWP shall at all times have the right to inspect its Facilities being used by YNLL and all YNLL sponsored activities related to the use of such Facilities.
5. If YNLL should desire to use TWP ball fields for additional tournaments, tryouts, or for special events, clinics or programs, YNLL shall make a written request to the TWP a minimum of sixty (60) days prior to the date of the start of the tournament. Any and all additions, tournaments or special programs shall not be included in this agreement, but shall require a separate written agreement between both parties.

IV. Obligation of YNLL

YNLL shall:

1. Provide to TWP the following information three weeks prior to the start of each season (when practices commence):
 - a) Current by-laws for organization.
 - b) Proof of insurance and indemnification naming the Charter Township of Ypsilanti as an additional insured per the Township required language.
 - c) Financial report of all expenditures and revenues from previous year, including balance sheet.
 - d) Proposed budget for upcoming year.
 - e) List of current officers and board members with addresses, phone numbers and e-mail addresses (if applicable). TWP is to be notified of changes within two weeks of appointment.
 - f) Listing of the total number of participants in the YNLL program including the number of Ypsilanti Township residents and the number of participants who reside outside of Ypsilanti Township.
 - g) Execution of this agreement; Provide a copy of the official corporate resolution authorizing the YNLL president or specified designee to execute this agreement on behalf of the YNLL.
2. Provide the following maintenance and repairs in a manner generally equal to normal YTRD maintenance and repair of similar TWP recreational facilities:

- a) Maintain all dugouts, backstops, fences and gates in a safe and secure condition.
 - b) Maintain all turf areas on the fields to include weekly mowing, four annual weed control and fertilizing treatments.
 - c) Provide sand, soil, seed, etc. to be used in leveling or backfilling low areas when deemed necessary.
 - d) Aerate fields a minimum of once annually.
 - e) Prepare diamonds for each game, including lining and base placement.
 - f) Maintain the batting cages.
 - g) Operate and maintain all field lighting systems. The repair and/or replacement of lights, poles, wiring fuses, transformers and other equipment related to the field lighting will be discussed with TWP prior to any work being completed. YNLL and TWP will work together in determining costs for repairs and replacement. The cost of repairs/replacement will be paid by each party at a percentage mutually agreed upon.
 - h) Operate and maintain any field irrigation system and watering schedules of turf areas.
 - i) Maintain restroom facilities, including stocking with paper towels and toilet tissue.
 - j) Report any damages and/or vandalism found or observed on any structure or facility to TWP immediately (including graffiti). The safety of the park users must always remain the top priority.
 - k) Rent a dumpster and maintain it during the course of the season.
3. Schedule an organizational meeting with TWP representatives in January to go over the plan for the upcoming season.
 4. Pay all utility costs (water and electric) for the use of the associated facilities (field lights, concession stand, irrigation system) during their use of the facilities.
 5. Inclement Weather: YNLL will follow, at a minimum, the TWP established policy for postponing/cancelling practices and games due to inclement weather or the threat thereof.
 6. Not discriminate against any person or persons because of race, color, religion, sex, height, weight, marital status, disability or national origin.
 7. Provide documentation that criminal history background investigations were performed on all YNLL coaches and assistant coaches (that have been reviewed and accepted in accordance with their National Little League Charter) before being assigned to coach a team. Proof of background checks shall be provided three weeks prior to the start of each season (when practices commence).
 8. Not engage in any business at TWP facilities or perform any activity that shall be in violation of any existing state or federal law or municipal ordinance. The TWP

reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its discretion to be objectionable or contrary to community interests. The YNLL hereby consents to the exercise of such authority by TWP over its members, officials, agents and members.

9. Comply with all rules, regulations and Township ordinances as they pertain to the use of Township parks and facilities.

V. Obligations of TWP

TWP shall:

1. Provide use of rooms at the community center for YNLL registration and YNLL Executive Board meetings. Room requests must be made a minimum of three weeks in advance by the designated and mutually agreed upon YNLL representative.
2. Help promote YNLL through resources mutually agreed upon between YNLL & TWP.
3. Maintenance:
 - a) Maintain all bleachers in a safe and secure condition.
 - b) Remove trash that has been deposited in trash receptacles as warranted.
 - c) Maintain structural integrity of concession stands, restrooms and storage buildings, including repair or replacements of damaged roofs, doors, and windows.
 - d) Maintain all common areas including the parking lot, playground equipment and the turf area outside of the ball diamond areas.

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

VI. Assignability and Exclusivity

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

VII. Insurance and Indemnification

YNLL shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the Charter township of Ypsilanti. The Charter Township of Ypsilanti *strictly* adheres to the insurance requirements. These insurance

requirements shall not be waived for any reason. The minimum amount of the policy shall be \$1,000,000 general liability per occurrence. Please read carefully the required insurance that must be obtained. The Charter Township of Ypsilanti shall be named as additional insured on such policy and shall be entitled to thirty (30) days notice of cancellation or changes of any kind.

The wording on the policy MUST read:

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

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

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

VIII. Park and Facility Improvements

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

IX. Severance of Agreement

1. This agreement may be terminated by YNLL upon a sixty (60) day written notification to TWP. YNLL agrees to complete any and all outstanding obligations due to TWP.
2. In the event YNLL fails to fulfill the obligations of this agreement and/or violates the terms of this agreement, TWP may terminate the remainder of the agreement upon a sixty (60) day written notification to YNLL. If the violation of this agreement results in a health and safety issue to the users of the park and facilities, TWP reserves the right to sever this agreement immediately without written notice.


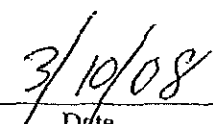
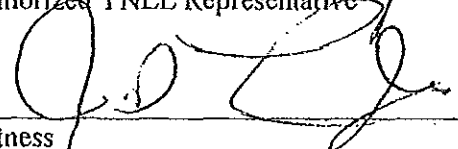

3. In the event YNLL dissolves or no longer desires to use Harris Park, including all facilities therein, all permanent park and facility improvements made by YNLL shall remain in Harris Park and shall become the property of the Charter Township of Ypsilanti.

X. Notices

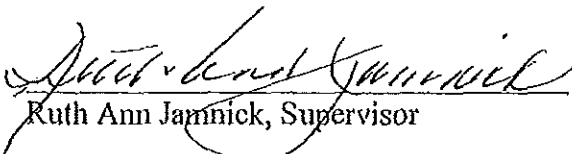
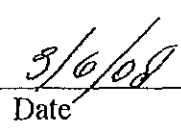
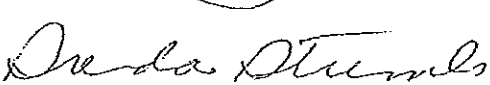
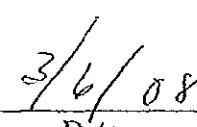
Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth, but each party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

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

Ypsilanti National Little League

 Authorized YNLL Representative	 Date
 Witness	 Date

Charter Township of Ypsilanti

 Ruth Ann Jamnick, Supervisor	 Date
 Brenda Stumbo, Clerk	 Date

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, APRIL 21, 2015

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
 - STATE REPRESENTATIVE DAVID E. RUTLEDGE MICHIGAN HOUSE OF REPRESENTATIVES DISTRICT 54
4. CONSENT AGENDA
 - A. MINUTES OF THE APRIL 7, 2015 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS IN THE AMOUNT OF \$904,196.13
 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MARCH, IN THE AMOUNT OF \$54,511.87
 3. CHOICE HEALTH CARE ADMIN FEE FOR JANUARY AND FEBRUARY IN THE AMOUNT OF \$2,587.50
 - C. MARCH 2015 TREASURER REPORT
5. SUPERVISOR REPORT
6. CLERK REPORT
7. TREASURER REPORT
8. TRUSTEE REPORT
9. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #6
2. RESOLUTION NO. 2015-8, APPROVING SRF CONTRACT FOR YCUA WASTEWATER SYSTEM BONDS (SRF – PROJECT NO. 5617-01) FOR WASTEWATER SYSTEM IMPROVEMENTS CONSISTING OF A NEW BRIDGE OVER TYLER POND AND REPLACEMENT OF PUMPS AND PIPING IN AN AMOUNT NOT TO EXCEED \$1,800,000.00

3. REQUEST FOR YPSILANTI TOWNSHIP BOARD SUPPORT FOR SINGLE CONSTRUCTION CONTRACT FOR TYLER POND TRESTLE REPLACEMENT AND TYLER DAM MODIFICATIONS TO BE ADMINISTERED BY THE YPSILANTI COMMUNITY UTILITY AUTHORITY TO INCLUDE SRF ELIGIBLE (YCUA FUNDED) AND INELIGIBLE (TOWNSHIP FUNDED) CATEGORIES OF WORK TO BE BUDGETED IN 2016
4. 1ST READING OF RESOLUTION NO. 2015-9, PROPOSED ORDINANCE NO. 2015-444, AN ORDINANCE TO AMEND ORDINANCE NO. 74, IN REFERENCE TO PARCEL K-11-12-100-007 LOCATED AT 1 LIBERATOR WAY FOR THE PD STAGE 1 PRELIMINARY SITE PLAN AND REZONING FROM I-C INDUSTRIAL COMMERCIAL TO PD PLANNED DEVELOPMENT TO PERMIT THE ESTABLISHMENT OF THE YANKEE AIR MUSEUM WITHIN A 147,395 SQUARE FOOT PORTION OF THE FORMER GM POWER TRAIN/WILLOW RUN BOMBER PLANT WITH CONDITIONS SET FORTH BY THE PLANNING COMMISSION AT THEIR MARCH 24, 2015 MEETING
5. 1ST READING OF RESOLUTION NO. 2015-10, PROPOSED ORDINANCE NO. 2015-445, AN ORDINANCE TO AMEND ORDINANCE NO. 74, TO REZONE PARCEL K-11-02-275-022 LOCATED AT 1735 HOLMES RD FROM B-3, GENERAL BUSINESS TO IRO, INDUSTRIAL, RESEARCH AND OFFICE AND ALSO TO REZONE PARCELS K-11-02-275-009, K-11-02-275-010, K-11-02-275-011 AND K-11-02-275-016 FROM RM-2 MULTI FAMILY RESIDENTIAL TO IRO, INDUSTRIAL, RESEARCH AND OFFICE
6. 1ST READING OF RESOLUTION NO. 2015-11, PROPOSED ORDINANCE NO. 2015-446, AN ORDINANCE TO AMEND ORDINANCE NO. 74 SO AS TO REPEAL CURRENT EXISTING SECTION 2109 "SIGNS" IN ITS ENTIRETY AND REPLACE WITH A NEW SECTION 2109 "SIGNS"
7. RESOLUTION NO. 2015-12, CALVARY CHRISTIAN ACADEMY ROAD CLOSURE REQUEST
8. REQUEST OF THE WASHTENAW AREA TRANSPORTATION STUDY (WATS) FOR SUPPORT OF A TRANSPORTATION ALTERNATIVES GRANT (TAP) FOR THE CONSTRUCTION OF A NON-MOTORIZED CONNECTION ON THE HURON STREET BRIDGE OVER I-94 BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI AND THE CITY OF YPSILANTI AND A COMMITMENT OF LOCAL MATCHING FUNDS IN THE AMOUNT OF \$15,000.00 TO BE BUDGETED WHEN GRANT IS RECEIVED
9. REQUEST OF NEXUS GAS TRANSMISSION TO HAVE GEOTECHNICAL AND GEOPHYSICAL ACCESS AND TESTING PERMISSION FOR PARCEL #K-11-24-300-001
10. REQUEST FOR APPROVAL OF FACILITY USAGE AGREEMENT DATED APRIL 1, 2015 TO AUGUST 30, 2020 BETWEEN THE YPSILANTI NATIONAL LITTLE LEAGUE AND THE CHARTER TOWNSHIP OF YPSILANTI AND AUTHORIZATION TO SIGN THE AGREEMENT
11. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1028 ZEPHYR STREET, 7102 MISSION HILLS DRIVE, 147 LAMAY AVENUE, 5651 BIG PINE DRIVE, 392 FIRWOOD STREET, 793 N. FORD BOULEVARD, 958 ECORSE ROAD, 2380 HARDING AVENUE, 1349 HULL AND 196 FAIRHILLS IN THE AMOUNT OF \$50,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

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

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

OTHER BUSINESS

AUTHORIZATION AND BIDS

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

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 7, 2015 WORK SESSION**

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

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

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

EMERGENT HEALTH PARTNERS FIRE DISPATCHING SERVICE CONTRACT

Eric Copeland, Fire Chief stated a few questions had been raised at the last meeting concerning billing. He introduced Kevin Erwin, the Dispatch Supervisor to the Board.

Kevin Erwin, Communications Manager for Emergent Health Partners and Huron Valley Ambulance provided a brief overview regarding the formula used to calculate the fees per alarm. He stated these fees did not allocate for any building maintenance, they were strictly operational fees. Mr. Erwin explained the process for calculating dual calls and the process used to arrive at the 2% increase.

Supervisor Stumbo asked if any 211 fees were included and Mr. Erwin stated they were not included, even though they were in the same building.

Treasurer Doe asked if the total was figured on the whole of Washtenaw County or Ypsilanti Township exclusively. Mr. Doe stated the calls had increased and provided an example using the formula and asked how Emergent Health had reached their assumption for the 2% increase.

Mr. Erwin stated Ypsilanti Township was the only place that Emergent Health dispatched for fire calls and agreed the calls had increased by slightly over 100 and explained his calculations had to be based on the fiscal year.

Treasurer Doe asked if we had 5,000 calls in 2015-2016 would the bill change and Mr. Erwin stated it would not, because the contract price would be locked in.

Mr. Erwin stated if the Board was uncomfortable with the two year contract, he could take the second year out.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 WORK SESSION MINUTES
PAGE 2**

Trustee Eldridge asked if information regarding operational costs could be obtained and Mr. Erwin replied most of those costs were reflected by wages and benefits, along with the electric bill, telephone bill and computer among other expenses.

Supervisor Stumbo asked if they had a budget.

Trustee Eldridge asked for the budget and Mr. Erwin stated they were a non-profit and a budget could be provided.

Supervisor Stumbo stated she was comfortable with the two year contract and the Board agreed.

YANKEE AIR MUSEUM / PD STAGE I REZONING APPLICATION

Joe Lawson, Planning Director provided a brief overview of the proposed rezoning, from IC (Industrial Commercial) to PD (Planned Development) to permit the repurposing of 147,395 square feet of the former Willow Run Bomber Plant to serve as the headquarters for the National Museum of Aviation and Technology, otherwise known as the Yankee Air Museum (YAM). Mr. Lawson stated the request included approval of the construction of an approximate 12,000 square foot addition to the building which would house the lobby, store and miscellaneous needs, as well as parking and other site improvements. Mr. Lawson provided several current aerial views of the site, a brief history and a current site plan which utilized a concrete slab that had to be left in place for environmental concerns.

Dennis Norton, Yankee Air Museum stated the closing had taken place October 30, 2014 and stated some clean-up and demolition work had begun December 16, 2014. Mr. Norton stated they hoped to have the building completely enclosed by the end of summer 2015.

Supervisor Stumbo asked if this was Phase I of the project and if Phase II included a hotel and conference center.

Mr. Norton replied there had been an idea for a hotel for years and the possibility was there, especially when the conference center was complete, which would easily handle up to 1,000 people. Discussion followed regarding additional acreage surrounding the Museum. Mr. Norton stated he had spoken with Chris Mullen, Willow Run Airport Director and Bruce Rasher, RACER regarding possibilities for future projects if the Wallbridge project does not go through.

Supervisor Stumbo asked if the groundwater issue had been resolved yet and discussion followed on the Stormwater being directed to a new system that would join Yankee Air Museum, the Airport and RACER or whoever uses the property. Supervisor Stumbo clarified that the groundwater was under the slab and Mr. Norton clarified that was the responsibility of RACER, and the Stormwater was the responsibility of Yankee Air Museum and they were protected by the Baseline Environmental Assessment (BEA)

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

and Performance Partnership Agreement (PPA) from the Feds and MDEQ had provided the documentation needed.

Joe Lawson provided a conceptual layout of the inside of the museum and a timeline process to date. Mr. Lawson stated the PD Stage I Rezoning Application would be brought back to the Board April 21, 2015 for consideration of the 1st Reading of PD Stage I.

Mr. Lawson provided the steps this project had gone through and still faced:

- Step One was a Pre-Conceptual Conference held with the Development Team on Jan. 15, 2015
- Submission of Technical Reviews, which had all come back positive for this phase
- Public Hearing was held before the Planning Commission February 24, 2015
- The Planning Commission made a positive recommendation to the Township Board on March 24, 2015
- PD Stage I to be brought back to the Board on April 21, 2015
- If Board approves PD Stage I, the Re-Zoning and Conceptual Use and Layout, the Developer will move into Step Six, the Detailed Engineering Phase (the Environmental, Stormwater issues, PD Agreement and Development Agreement would be addressed at this point)
- Once the PD Agreement and Development Agreement were approved it would be time for PD Stage II or Final Site Plan Approval - Similar to Stage I - it would go to the Planning Commission first for a review and recommendation
- PD Stage II / Final Site Plan / Approval of PD Development Agreement brought Board for approval
- Pre-Construction meeting which would include contractors, developers, engineers, Surety's posted, Insurance, Escrows and Issuance of Building or Construction Permits

Mr. Lawson stated if the PD Stage I Plan was approved by the Board, it was valid for two years in order to get through PD Stage II and if they were held up for some reason, they could apply for a twelve month extension. Once PD Stage II was approved, they would have one year for completion.

Dennis Norton thanked the Board for their support.

Supervisor Stumbo asked if there were any green building design elements planned, which Mr. Norton said they had approached DTE regarding solar panels for the roof, and they had a few other ideas, but because of the concrete slab it would be more difficult to plant trees.

Supervisor Stumbo asked how many employees would be there when everything opened.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 WORK SESSION MINUTES
PAGE 4**

Mr. Norton stated he expected anywhere from 30 to 40 full-time employees, but if a full-service restaurant was installed it would be close to 60 or more.

Mr. Norton stated there were only four B-24's left in the world that were built at Willow Run. Two were in museums in England, one in Ottawa, in the Royal Air Force Museum and one in Barksdale, LA at a U. S. Air Force Base. He reported the Yankee Air Museum was an affiliate of the Smithsonian and when it became known there was an on-going search for a B-24, the one in Louisiana might become available if the U. S. Air Force was unable to put it inside a building within the next two years. He reported the one in Canada might be available, but with a \$4,000,000 price tag, since it was a flyable aircraft.

Attorney Winters stated it had been somewhat difficult to convince RACER Trust to preserve this portion of history, but the Township Board had persevered alongside YAM.

Mr. Norton stated his appreciation to the Board for their help and said stated RACER Trust had been helpful toward the end of the project.

PROPOSED SIGN ORDINANCE AMENDMENT

Joe Lawson provided a brief overview of the proposed changes to the sign ordinance.

He stated the current Township Zoning Ordinance regarding signs regulated:

- Type of sign – wall or ground
- Location on property
- Size – sign face, height
- Content regulated to some degree
- Wall may not exceed 10% of front façade – permit is required
- Window signs may not exceed 20% of total window area – no permit required unless it was illuminated
- Temporary and special event signs were permitted with issuance of permits – for special events – not more than 45 days per year – not necessary contiguous

Prohibited Signs:

- Any sign with obscene material
- Portable signs
- Sandwich Board Signs
- Signs on trees or utility poles
- Flashing or animated, including digital signage
- Signs mounted on roof
- Sign installed without permit

Exceptions to Prohibited Signs

- Builder Directional Signs – 3 sq. ft. max. - limited to 4 throughout the Township, Fri., 6:00 p.m. to Sun., 8:00 p.m. and not located in Right-of-Way-no permit required

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 WORK SESSION MINUTES
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Political Signs Current

- Political sign permitted – installed or displayed 30 days prior to and 10 days after an election, may not exceed 16 sq. ft. in size (4 x 4), not located within public right-of-way, no permit is required

Political Signs Update Highlights

- No time limit or restrictions
- Based on previous case law:
 - No restriction on number of political signs per property
 - Size of political signs remain regulated to 16 square feet max.
 - Signs still may not be located within the public right-of-way
 - No permit required for posting of political signs

Billboards

- New regulations along I-94
- Regulations for electronic message billboards
- Update to total number of billboard sign faces permitted within Township
- Regulations brought into compliance with current MDOT standards
- Currently, there are 26 billboard faces within Township, most on I-94 and E. Michigan Ave.
- Under current and proposed ordinance, all signs along E. Michigan are non-conforming signs
- Any new billboards would need to be located within an industrial zoning district

Electronic Message Signs

- Updated standards in relation to digital messages
- No animation or flashing permitted
- Message change only every 10 seconds
- All digital signs must have automatic dimmer to adjust to ambient light levels

Clerk Lovejoy Roe asked what the protocol would be to include ordinance language to eliminate billboards all together in Ypsilanti Township.

Attorney Winters addressed the constitutionality of any action to eliminate billboards.

Joe Lawson stated the proposed changes had gone to the Planning Commission in July 2014 and this was the third or fourth proposal. He reported all of the proposed changes were in line with MDOT standards.

Supervisor Stumbo stated the section regarding sign maintenance didn't seem to be strong enough. Mr. Lawson said the proposed changes had not included that section but it could, if regarded as necessary.

Clerk Lovejoy Roe asked if any graduated fines could be levied for unlawful signs. Mr. Lawson stated those were already in effect and they had tried to gain compliance in the past.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 WORK SESSION MINUTES
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Mr. Lawson stated he wanted to introduce this item to the Board and bring it back for a 1st Reading.

REVIEW AGENDA

REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR AUTHORIZATION TO COMPENSATE FIRE CHIEF ERIC COPELAND AS OUTLINED IN MEMO DATED APRIL 2, 2015 BUDGETED IN LINE ITEM #206-206-000-705-002 FOR FIRE MARSHAL DUTIES PERFORMED BEGINNING FEBRUARY 5, 2015 AND FORWARD, FOR A PERIOD NOT TO EXCEED 6 (SIX) MONTHS WHILE AN EXAMINATION PROCESS IS CONDUCTED AND SUCCESSION PLAN IS APPROVED

Karen Wallin, Human Resources stated a packet of information had been forwarded to the Union at this point and she had not heard anything back. She stated the approval had been granted by the Civil Service Commission to test for the Fire Marshal position again.

Eric Copeland, Fire Chief explained that Vic Chevrette had requested to work only 20 hours each week, including any emergency hours accrued and only fill the position for a period of ninety days per the Civil Service guidelines. Chief Copeland felt there would be no opposition in requesting an extension from the Civil Service Commission.

Treasurer Doe asked if the Union had issued a Letter of Agreement since we could not hire Mr. Chevrette without it.

Chief Copeland stated part of the global package contained different components and one of the first steps was to outsource the temporary duties. He reported the Union was at the Civil Service meeting.

Mike Helisek, Vice President Ypsilanti Township Local 1830 shared that the Union contract stated no one from the outside could be hired without a Tentative Agreement and the proposal was not received until Saturday, April 4, 2015. He stated the Union Board would not get a chance to look at the proposal until next week due to several members being on Spring Break. He stated the Civil Service did approve the proposal with the assumption that the Union signed off on it, but as previously stated they had not had a chance to meet at this time.

Treasurer Doe stated it would be at least a week, possibly more, if there was any disagreement amongst the Union before any hiring could take place.

Mr. Helisek stated he was only one out of nine people on the Union's Board and the attorney for the Union, Michael O'Hearon, had received the proposal and already had questions because the Tentative Agreement did not separate the testing from the part-time hiring of the Fire Marshal position.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 WORK SESSION MINUTES
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Treasurer Doe asked if a simple Letter of Agreement for hiring a temporary Fire Marshal and another Letter of Agreement regarding testing would move this item forward.

Mr. Helisek stated he would do what he could to meet with the rest of the Union Board as quickly as possible, whenever they got back.

Clerk Lovejoy Roe suggested drafting two Letters of Agreement ready for the Union. She asked why it took so long to get the Letter of Agreement to the Union.

Chief Copeland stated the proposal was being fine-tuned. He requested to move forward to separate the hiring of the temporary Fire Marshal from the proposal for testing.

Supervisor Stumbo stated this would authorize the retention of Vic Chevrette, contingent upon the Letter of Agreement. She said the second part would be to authorize the compensation of Chief Copeland for duties performed as acting Fire Marshal.

Treasurer Doe asked Chief Copeland the amount of compensation for a call back and Chief Copeland stated he was requesting an amount of \$400. Treasurer Doe asked what case would constitute the actual need for the Fire Marshal's attendance and would he go to every fire.

Vic Chevrette explained the Fire Marshal was called to help determine the cause and origin of a fire, if there were injuries or a fatality or in the case of a large fire loss, but the Fire Marshal did not have to go to every fire. He explained a large fire loss was if a multi-family dwelling was involved or if the total loss was \$200,000 or more.

Treasurer Doe briefly discussed his hesitation to approve a \$400 call back compensation. Discussion followed on how many hours would be included for that fee.

Chief Copeland stated, in theory, a fire investigation could take longer than 4 hours to complete, based on criteria that Mr. Chevrette stated earlier about being called to a scene. He briefly explained that he was called to investigate two fires in the City of Ypsilanti on a weekend and it had cost \$600, so he had figured the same duties to be done for the Township at \$400.

Trustee Eldridge stated he had a hard time with the call back fee as well, stating personal experience as a Certified Fatal Crash Investigator and he had never heard of a flat rate for a call back, at least not in law enforcement. He asked why there was a different hourly rate.

Eric Copeland briefly explained how the flat fee rate had been arrived at over three years ago, whenever he had performed Fire Marshal Services for the City of Ypsilanti, based on 2,080 hours. He stated he had a contract from the City of Ypsilanti for the same fee schedule. He stated he had spoken to Madame Supervisor six months ago regarding discussions with the City of Ann Arbor to see if they could provide any services, but they couldn't provide the hours needed at the cost he had provided them.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 WORK SESSION MINUTES
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Trustee Mike Martin questioned the number of hours used for the formula and Chief Copeland explained he had factored in sick time, comp time, personal leave time and vacation time with extra time in order to contain the cost and end up with 1,600 hours.

Supervisor Stumbo stated we had to have a Fire Marshal in Ypsilanti Township.

Chief Copeland spoke to the admirable job that Vic Chevrette had done in filling the Fire Marshal role.

Trustee Eldridge stated he understood the process of contracting with another municipality and covering all the costs involved but we were talking about one of our own employees doing the work with our own equipment and the training we provided. He stated he could not overcome the call back being paid as a lump sum in addition to an hourly rate after four hours, why not just pay the hourly rate beginning at the moment the call came in.

Chief Copeland explained he thought when this subject was discussed two weeks ago, there had been issues regarding an hourly rate and now the problem was the flat fee component, so he wondered if there was another underlying issue. He stated it really made no difference how it was done to him.

Trustee Eldridge suggested simply paying per hour for the duties performed as Fire Marshal.

Clerk Lovejoy Roe asked what we would be paying Vic Chevrette for the 20 hours and Mr. Chevrette replied it would be \$30 an hour, which would total \$600. She asked for an average of hours worked per week and Mr. Chevrette responded he probably worked 50 hours a week. Clerk Lovejoy Roe suggested paying Vic Chevrette for 20 hours and Chief Copeland for an additional 30 hours per week.

Mr. Chevrette stated fire investigation was only a small part of the Fire Marshal duties, the largest workload was plan reviews, inspections and fire suppression testing.

Chief Copeland stated he was not asking for any compensation while Vic Chevrette was in the Fire Marshal office. The Chief explained he was asking that if Vic could not do a call back because of his exceeding 20 hours, that a fee could be set for the Chief, himself to cover the call.

Treasurer Doe stated that when we analyzed the City of Ypsilanti \$600 call back fee, the City was not paying that individual \$600, that was what they charged the Township for services that we need and then they paid the individual \$50 or \$60 an hour and putting the rest in their fire fund. He felt it was ridiculous for us to do the same thing. Mr. Doe stated he didn't have a problem for paying overtime and even double time for holidays but he did have a problem with the \$400 fee.

Supervisor Stumbo said the Board had to figure out how to pay Chief Copeland whenever there was a call back situation.

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Chief Copeland said he could rely of Mutual Aid, but it might be costly.

ADJOURNMENT

The meeting adjourned at approximately 6:52 p.m.

Respectfully submitted,
Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 7, 2015 REGULAR MEETING**

Supervisor Stumbo, called the meeting to order at approximately 7:05 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: Trustees Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser stated the street sweepers did a great job.

CONSENT AGENDA

A. MINUTES OF THE MARCH 17, 2015 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS IN THE AMOUNT OF \$1,421,827.76

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve the Consent Agenda. The motion carried unanimously.

ATTORNEY REPORT

General Legal Update:

Attorney Winters advised the Board that Walbridge Aldinger could be requesting an approval to go forward with their proposed development at the next Board Meeting, as the demolition of the plant is nearing completion. He stated Walbridge Aldinger was in negotiation with RACER Trust for a Purchase Agreement.

Attorney Winters stated the importance of the redevelopment of the Willow Run/Hydro Matic area to increase our tax base and create jobs as it was ideally situated by the expressways and airports.

Attorney Winters reported the Office of Community Standards continues to see success regarding the vacant properties being rehabilitated or demolished in the Township's quest for neighborhood stabilization. Mr. Winters expressed his appreciation to the Building Department, the Office of Community Standards, the Fire Department and Township Board for their cooperation in making this all possible.

Treasurer Doe reported on an article in the Detroit Free Press where Detroit is starting to step up with nuisance abatement, mainly on the commercial front and they had hired six attorneys for the task. He acknowledged Detroit was much larger but voiced his appreciation to the Township's attorneys and the OCS Department for doing a great job.

OLD BUSINESS

1. **REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE THE 2015/2016 FIRE DISPATCHING SERVICE CONTRACT WITH EMERGENT HEALTH PARTNERS, INC. FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2017 IN THE AMOUNT OF \$144,361.65 TO BE BUDGETED OVER TWO YEARS IN LINE ITEM #206-206-000-857-001 (TABLED AT THE MARCH 17, 2015 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to remove the item from table.

The motion carried as follows:

**Trustee Eldridge: Yes Trustee Scott Martin: Yes Stumbo: Yes
Clerk Lovejoy Roe: Yes Trustee Mike Martin: Yes**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2015/2016 Fire Dispatching Service Contract with Emergent Health Partners, Inc. for the period of July 1, 2015 through June 30, 2017 in the amount of \$144,361.65 to be budgeted over two years in line item #206-206-000-857-001. The motion carried unanimously.

NEW BUSINESS

1. **BUDGET AMENDMENT #5**

Clerk Lovejoy Roe read Budget Amendment #5 into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #5 (see attached).

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

Supervisor Stumbo reported all employees were receiving the Ergonomic Chairs.

The motion carried unanimously.

2. **RESOLUTION 2015-5, DAWN FARM 6TH ANNUAL RIDE FOR RECOVERY ROAD CLOSURE REQUEST**

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approved Resolution 2015-5, Dawn Farm 6th Annual Ride For Recovery Closure Request (see attached) The motion carried unanimously.

3. **RESOLUTION 2015-6, HOMEFRONT VICTORY CELEBRATION PARADE ROAD CLOSURE REQUEST**

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approved Resolution 2015-6, Homefront Victory Celebration Parade Road Closure Request (see attached).

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 REGULAR MEETING MINUTES
PAGE 3**

Supervisor Stumbo reported this parade was in commemoration of 70th Anniversary of the end of World War II. She provided a brief report on the events scheduled for the day.

The motion carried unanimously.

4. REQUEST OF CIVIL SERVICE COMMISSION TO UTILIZE EMPKO, INC. TO ADMINISTER YPSILANTI TOWNSHIP FIRE DEPARTMENT OFFICER PROMOTIONAL TESTING BUDGETED IN LINE ITEM #206-220-000-801-000

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve request of Civil Service Commission to utilize Empko, Inc. to administer the Ypsilanti Township Fire Department Officer Promotional Testing budgeted in line item #206-220-000-801-000. The motion carried unanimously.

5. REQUEST OF KAREN LOVEJOY ROE FOR AUTHORIZATION TO INCREASE ELECTION INSPECTOR PAY TO \$12.00 PER HOUR AND ELECTION CHAIRPERSON PAY TO \$13.00 PER HOUR BUDGETED IN LINE ITEM #101-215-000-704-000

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to increase Election Inspector Pay to \$12.00 per hour and Election Chairperson pay to \$13.00 per hour budgeted in line item #101-215-000-704-000. The motion carried unanimously.

Treasurer Doe asked what the current pay was and Clerk Lovejoy Roe stated the pay was currently \$9.50 and \$10.00 per hour.

The motion carried unanimously.

6. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE CONTRACTS WITH THE WASHTENAW COUNTY SHERIFF'S OFFICE TO FACILITATE COLLABORATIVE SHARING OF SCHOOL RESOURCE DEPUTIES FOR SUMMER MONTHS WITH LINCOLN CONSOLIDATED SCHOOLS AND YPSILANTI COMMUNITY SCHOOLS IN THE AMOUNT OF \$29,339.00 EACH BUDGETED IN LINE ITEM #266-301-000-831-008 AND TO AUTHORIZE SIGNING OF THE CONTRACTS

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve contracts with the Washtenaw County Sheriff's Office to facilitate collaborative sharing of School Resource Deputies for summer months with Lincoln Consolidated Schools and Ypsilanti Community Schools in the amount of \$29,339.00 each budgeted in line item #266-301-000-831-008 and to authorize signing of the contracts (see attached).

Supervisor Stumbo stated this was done every year.

Mike Radzik, OCS Director stated this was the standard school contract that the Township shares with Lincoln and Ypsilanti Schools. Mr. Radzik provided a brief explanation of the contracts and presented a document which had been developed with the Sheriff's Department that described the responsibilities to be carried out by the Deputies:

- Zero tolerance of boom boxes in targeted neighborhood that have experienced problems
- Focused traffic enforcement (developing informants and information to support the Community Action Teams – specifically to help get guns and drugs off the street)

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 REGULAR MEETING MINUTES
PAGE 4**

- Working to curb near epidemic Heroin use (several deaths have been reported)
- Identify problem houses in neighborhoods, focusing on any correlation of troubled youths and rental homes
- Mentoring component with at-risk youths

The motion carried unanimously.

7. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION TO INSTALL TRAFFIC CALMING DEVICES ON BERKLEY AVE. AND STRATFORD RD. AT AN ESTIMATED COST OF \$20,123.50 BUDGETED IN LINE ITEM #101-466-000-818-022 AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve agreement with the Washtenaw County Road Commission to install Traffic Calming Devices on Berkley Ave. and Stratford Rd. at an estimated cost of \$20,123.50 budgeted in line item #101-446-000-818-022 and to authorize signing of the agreement (see attached).

Mike Radzik reported last Fall Township resident, Patty Williby followed the Road Commission process and began a petition to install traffic calming devices on Berkley Ave. and Stratford Road. He reported all the studies had confirmed the need and the signatures had been verified so bids had gone out with the goal of installation by late Summer or early Fall.

The motion carried unanimously.

8. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE CONTRACT WITH TETRA-TECH FOR YPSILANTI TOWNSHIP COMMUNITY CENTER/GREEN OAKS GOLF COURSE UST (UNDERGROUND STORAGE TANK) CLOSURE FACILITY ID #00038536 NOT TO EXCEED \$11,676.00 BUDGETED IN LINE ITEM #101-956-000-801-000 AND TO AUTHORIZE SIGNING OF THE CONTRACT

A motion was made by Trustee Edridge, supported by Trustee Scott Martin to approve contract with Tetra-Tech for Ypsilanti Township Community Center/Green Oaks Golf Course UST (Underground Storage Tank) Closure Facility ID #00038536 not to exceed \$11,676.00 budgeted in line item #101-956-000-801-000 and to authorize signing of the agreement (see attached).

Jeff Allen, Residential Services Director introduced Dan Sopoci and Dr. Kang, Tetra Tech. Mr. Allen provided a brief history of the Underground Storage Tank and stated a Closure Report was needed for Michigan Department of Environmental Quality in relation to obtaining CDBG dollars for work on the Community Center.

The motion carried unanimously.

9. SET PUBLIC HEARING DATE OF TUESDAY, MAY 19, 2015 AT APPROXIMATELY 7:00 PM TO HEAR REQUEST OF POLLARD (U.S.) LTD, LOCATED AT 775 JAMES L. HART PARKWAY IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to set Public Hearing date of Tuesday, May 19, 2015 at approximately 7:00 PM to hear request of Pollard (U.S.) LTD located at 775 James L. Hart

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 REGULAR MEETING MINUTES
PAGE 5**

**Parkway in Ypsilanti Township, for an Industrial Facilities Tax Exemption
Certificated.**

Clerk Lovejoy Roe provided a brief report on the improvements Pollard was making.

The motion carried unanimously.

**10. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR
AUTHORIZATION TO COMPENSATE FIRE CHIEF ERIC COPELAND AS
OUTLINED IN MEMO DATED APRIL 2, 2015 BUDGETED IN LINE ITEM
#206-206-000-705-002 FOR FIRE MARSHAL DUTIES PERFORMED
BEGINNING FEBRUARY 5, 2015 AND FORWARD FOR A PERIOD NOT
TO EXCEED SIX (6) MONTHS WHILE AN EXAMINATION PROCESS IS
CONDUCTED AND SUCCESSION PLAN IS APPROVED**

The Board agreed to separate this agenda item into two separate items.

A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to compensate Fire Chief Eric Copeland for Fire Marshal duties performed retroactive back to February 5, 2015, in the amount of \$750 a week budgeted in line item #206-206-000-705-002.

The motion carried as follows:

Trustees Eldridge, Trustee Scott Martin, Supervisor Stumbo and Clerk Lovejoy Roe voted Yes.

Treasurer Doe and Trustee Martin opposed the motion.

Trustee Eldridge asked Chief Copeland if there were any other employees, currently in the Fire Department that could do fire investigations.

Chief Copeland replied there were two employees that were certified to investigate fires.

Trustee Eldridge asked why would we contract out if we had two employees that could do the job.

Chief Copeland stated they were called out occasionally, but this contract was for occasions when they were unavailable to respond.

Trustee Eldridge asked who paid for their training and Chief Copeland could not answer that question. Trustee Eldridge reported it looked like the Township had paid for the training so why couldn't one of them be available at all times.

Chief Copeland stated they worked 24-hour shifts and if they were called back there could be situations that would prevent them from responding. He stated they do put out the call for them, but they elect not to come.

Trustee Eldridge asked if they could be placed, on an interim basis, as a fire investigator.

Chief Copeland stated that was the current practice and explained there was an option whether to respond or not on all call backs, based on myriad of reasons.

Trustee Eldridge asked if there was any way to require them to be available and if they were on different shifts, if so there could be coverage 66% of the time.

Chief Copeland stated they were called first and he could not make it mandatory for the two firefighters to come back in without some compensation.

**CHARTER TOWNSHIP OF YPSILANTI
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PAGE 6**

Supervisor Stumbo stated the two employees were the first to be called back, then it would be Vic Chevrette, if hired and the Chief would be the fourth person to be called back.

Trustee Eldridge asked if a permanent Fire Marshal were in place would they respond to the arson investigation and still do their other duties in the course of a day and Chief Copeland stated that was correct. Trustee Eldridge asked if there was any alternative for the interim position not to respond to fire investigations, but rather utilize his time for plan reviews and inspections and let the people on staff investigate the fires.

Chief Copeland stated he saw the point Trustee Eldridge made regarding the utilization of the training they had invested in the two staff but they were not required to come back in on a call back and contractually he could not force them to do that, he could require that of the Fire Marshal as it was part of the job description.

Trustee Eldridge asked if there was any way to place one of the two staff into the Fire Marshal position and if so, why wouldn't we do that.

Chief Copeland stated that part of the reason had to do with their free will and in his opinion it would not be a good option.

Supervisor Stumbo stated the matter would have to go before the Civil Service Commission and require negotiations with the Union.

Clerk Lovejoy Roe stated over-time would have to be paid and then problem would arise regarding minimum staffing issues.

Chief Copeland stated neither one of the staff had the certifications for being the Fire Marshal, rather they were fire investigators.

Trustee Eldridge asked if one of the staff had held the position at one time and Chief Copeland said that was the case but some disciplinary action had been taken and he was now reduced in rank.

Trustee Eldridge asked for clarification, stating that we had paid for training for employees that we could not utilize unless the employees wanted to utilize that training.

Supervisor Stumbo and Chief Copeland agreed that was the case per the contract. Chief Copeland stated they had been called and had responded about 30% of the time, but in some cases they had not responded.

Trustee Eldridge asked Chief Copeland if he were still requesting the \$400 call back plus the additional hourly rate above 4 hours.

Chief Copeland stated he would call another municipality, after he called his fire fighters, if they didn't want to respond and if Vic can't, he would call the City of Ypsilanti, Pittsfield Township and/or the City of Ann Arbor to provide that service. Trustee Eldridge responded, "But you would provide it if it was a minimum call back price, rather than an hourly rate, whatever that hourly rate might be?"

Chief Copeland explained that he and Vic were different regarding their qualifications/certifications and Vic had agreed earlier in the Work Session to \$30 and hour but that amount would represent a pay cut of sorts in terms of over-time, but if it pleased the Board to do it that way, he would. He stated he could do it for time and a half but he would prefer double time, but bear in mind his first option would be to call another municipality.

Trustee Eldridge stated he only used the \$30 since that was the amount that was in the memo.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 7, 2015 REGULAR MEETING MINUTES
PAGE 7**

Supervisor Stumbo stated that amount was for Vic Chevrette and the Chief agreed that figure had been negotiated with Vic, bearing in mind he was a retiree at this point.

Clerk Lovejoy Roe felt this was not fair to Chief Copeland to work this out publically.

Chief Copeland clarified he would do whatever the Board wished for him to do and wanted to get past this and move on.

Supervisor Stumbo voiced her appreciation to Chief Copeland and said she understood that he was doing two complete jobs and had done it in the past with no compensation, so you could train our firefighters to become Fire Marshals. She stated she appreciated the skill set that he brought to Ypsilanti Township and in trying to keep this all in house.

Trustee Mike Martin stated he agreed with Clerk Lovejoy Roe that this discussion should take place elsewhere instead of putting Chief Copeland under a public forum spotlight. He felt it should be tabled and once an agreement was reached it could be brought back to the Board.

A motion was made by Trustee Mike Martin, supported by Scott Martin to table the suggested compensation for call-backs, which Vic Chevrette would not be doing, in the amount of \$400 per call-back and \$30 per hour for any additional hours needed to back-up contracted hours, budgeted in line item #206-206-000-705-002.

The motion carried as follows:

**Trustee Eldridge: Yes Trustee Scott Martin: Yes Stumbo: Yes
Clerk Lovejoy Roe: Yes Trustee Mike Martin: Yes**

OTHER BUSINESS

Supervisor Stumbo stated Trustee Eldridge had requested an item be placed under Other Business, but she had not had a chance to read it.

Clerk Lovejoy Roe asked if it could wait for another meeting.

Trustee Eldridge stated due to health and safety issues involved, it needed to be addressed. He provided a brief synopsis of a meeting between Trustees Mike and Scott Martin, representatives of the Little League and Park Commission on March 23, 2015. Trustee Eldridge introduced Jeff French, the Vice President and Safety Office of the Ypsilanti National Little League. He stated the Township and Little League had a longstanding partnership regarding the use of the fields that sit on the east side of Harris Road, that have eventually led to contractual agreements. He provided a copy of the latest contract he could find, dated 2008 – 2009 as well as an Addendum that ran from 2010 – 2014 and to his knowledge there was no contract in place for 2015, nor any insurance for the Little League to participate on our fields.

Trustee Eldridge stated the Little League had brought concerns in January 2015. Trustee Eldridge said he and Jeff thought they had been resolved but as of January they had not. He said the concerns related to trip hazards, throughout the park, specifically around the bleachers and concessions stands, as well as lighting concerns around the concession stands. Trustee Eldridge stated Jeff Allen had addressed the security camera issue, making sure it was operating , but the Little League wanted it placed a little higher so it could not be accessed by anyone trying to damage it with sticks or bats. He reported water, possible sewage was leaking in the bathroom and into the concession food areas, grading and dust control issues, a play area in need of wood chips and a trip hazard and

**CHARTER TOWNSHIP OF YPSILANTI
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PAGE 8**

some type of security system to secure the fields so motorbikes, etc. could not access and damage the fields. He stated there were other items they had taken responsibility for as well and all of the forgoing concerns were contractually the responsibility of the Township. He stated the Little League realized there were items on their part that needed to be addressed as well.

Trustee Eldridge said he and Trustees Mike and Scott Martin felt these things needed to be corrected as soon as possible because the Little League season begins April 25, 2015. Trustee Eldridge suggesting to set aside an amount, not to exceed \$25,000 for the purchase of new bleachers and fix whatever sewage and piping problems in the concession area.

Trustee Scott Martin stated he was on the Park Commission when the original contract had been done, and it had been set up for a yearly review but he didn't think that had been carried out. He stated it would be good to get some of these things taken care of and talked about a gate to keep people from driving to the back since there were some undesirable things taking place.

Clerk Lovejoy Roe suggested since it had not been put in the budget it could move forward as a health and safety issue.

Trustee Mike Martin stated there were always cars parked there since it was a dead end street and he agreed some type of gate installed. He stated lots of families utilized those fields and the Ypsilanti National Little League was the only one that offered softball in Ypsilanti Township.

Trustee Eldridge stated the Park Commission had voted in favor of this as well and the Treasurer's Office had given notice that the Little League had an outstanding bill for utilities used last year for just over \$700, and Jeff French had assured him that would be paid tomorrow.

Jeff Allen reminded the Board that cold weather temperatures needed to be considered regarding any work done in the restrooms. He stated anything done on Harris Road would need to be coordinated with the Road Commission, but we could address the area by the parking lot. Jeff Allen made a suggestion that some changes were needed in the contract as well.

Jeff Allen stated he thought a lot of the issues had been addressed after a meeting last year and he did not remember any trip hazards or bleacher issues. He stated the lights under the canopy keep getting shot out and he was unaware of the cameras catching anyone doing it and spoke to some other vandalism issues.

Clerk Lovejoy Roe suggested putting a flash cam at that location to discourage bad behavior.

Trustee Mike Martin stated the field cleanup was scheduled for this weekend so he invited everyone to come and help.

Jeff French, Vice President of Ypsilanti National Little League stated he performed a lot of maintenance and had never seen any Township employee cleaning the bathrooms. He reported the toilets were antiquated as were the bleachers which were falling apart and he explained what was causing the trip hazard. He stressed the importance of the overall condition of the fields in regard to the Township and making a great experience for the kids.

Clerk Lovejoy Roe stated the Township Board appreciated the work the Ypsilanti National Little League was doing.

Supervisor Stumbo asked if the Board was going to extend the expired agreements and what course of action was going to be taken. Discussion followed regarding the contracts being renewed.

Clerk Lovejoy Roe stated she had been in touch with Mary Kreiger to allow \$5,000 donated in her husband's memory to be used in support of the fields.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to authorize Jeff Allen to work with Supervisor Stumbo to immediately address what he considered to be the emergency health and safety issues and then put together a list of appropriate estimates for other improvements to bring back to the Board with a Budget Amendment to the April 21, 2015 Board Meeting. The motion carried unanimously.

AUTHORIZATIONS AND BIDS

- 1. REQUEST AUTHORIZATION TO PURCHASE ELEVEN (11) ERGONOMIC CHAIRS FOR 14B DISTRICT COURT IN THE AMOUNT OF \$8,063.44 BUDGETED IN LINE ITEM #236-136-000-977-000 ONE (1) ERGONOMIC CHAIR FOR THE OFFICE OF COMMUNITY STANDARDS IN THE AMOUNT OF \$733.04 BUDGETED IN LINE ITEM #249-249-000-977-000 AND FOUR (4) CHAIRS FOR ASSESSING IN THE AMOUNT OF \$2,932.16 BUDGETED IN LINE ITEM #101-267-000-977-000 FOR A TOTAL AMOUNT OF \$11,728.64**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to purchase eleven (11) Ergonomic Chairs for 14B District Court in the amount of \$8,063.44 budgeted in line item #236-136-000-977-000, one (1) Ergonomic Chair for the Office of Community Standards in the amount of \$733.04 budgeted in line item #249-249-000-977-000 and four (4) Chairs for Assessing in the amount of \$2,932.16 budgeted in line item #101-267-000-977-000 for a total amount of \$11,728.64. The motion carried unanimously.

- 2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO AWARD LOW BID FOR VETERAN'S DRIVE CONSTRUCTION TO ANGLIN CIVIL IN THE AMOUNT OF \$672,981.81 AND A CONTINGENCY AMOUNT OF \$50,000.00 FOR UNFORSEEN EXTRAS FOR A TOTAL OF \$722,981.81 BUDGETED IN LINE ITEM #101-970-000-976-007**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Stan Eldridge to award low bid for Veteran's Drive construction to Anglin Civil in the amount of \$672,981.81 and a contingency amount of \$50,000.00 for unforeseen extras for a total of \$722,981.81 budgeted in line item #101-970-000-976-007.

Matt Parks, OHM provided a brief review of the recommendation for Anglin Civil to receive the bid. He stated they were MDOT prequalified and had similar jobs presently in process. Mr. Parks stated this work was not scheduled until after the May 5, 2015 election, but upon the award of the contract, it would be executed and reviewed by Attorney Winters and then proceed to a Preconstruction Meeting.

Treasurer Doe reported the possibility of the Road Commission accepting Veteran's Drive as a public road and asked if it met the qualifications needed.

Matt Parks stated the geometry was fine but the asphalt would need to be upgraded. Discussion followed on the issues of the changes to the existing entrance for Road Commission approval.

Jeff Allen stated the section from the Official's Drive to Huron River Drive was not included in the project.

**CHARTER TOWNSHIP OF YPSILANTI
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Supervisor asked if there was a warranty on the job and Matt Parks stated there was a two-year maintenance and guarantee bond on the asphalt.

Clerk Lovejoy Roe asked if the sidewalk would meet the ADA standards and Matt Parks provided a description of the sidewalk layout.

Attorney Winters stated that he recognized four of the five bidders that had made bids only \$20,000 apart and asked for an accounting of Anglin Civil since their bid had been so much lower. He emphasized the Prevailing Wage, Davis-Bacon and insurance had to be met.

Matt Parks reported OHM had questioned Anglin Civil to make sure they had not missed something in their bid process and they had explained they wanted to stay local and keep their equipment and employees moving during their slow time, as they did winter maintenance at the airport. He stated OHM would be watching to make sure they performed well.

Treasurer Doe asked if Anglin Civil had done million dollar contracts in the past and if OHM had followed up on their workmanship and Matt Parks stated they were currently on a job in Romulus they were overseeing and the project was on schedule and the quality was fine and the project manager was the same as was listed for the Veteran's Drive Project. Mr. Parks reported he had called AEW, a consulting firm in Macomb Township which had recommended Anglin Civil and had followed up with all of their references.

Treasurer Doe asked if any of the issues being faced on Grove Road regarding barrier free would be faced. Mr. Parks reported that was being addressed in this project.

The motion carried unanimously.

- 3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE AGREEMENT WITH OHM FOR CONSTRUCTION SERVICES FOR THE VETERAN'S DRIVE CONSTRUCTION PROJECT TO BE BILLED HOURLY NOT TO EXCEED A TOTAL OF \$79,600.00 AND BUDGETED IN LINE ITEM #101-970-000-976-007**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve agreement with OHM for Construction Services for the Veteran's Drive Construction Project to be billed hourly not to exceed a total of \$79,600.00 and budgeted in line item #101-970-000-976-007.

Supervisor Stumbo stated this second bid had come in substantially lower and the stormwater issue would be addressed as well as improvements for AAATA.

Clerk Lovejoy Roe asked Mr. Parks if OHM could separate and put in writing the total cost for the storm water part of the project and he agreed to do that.

The motion carried unanimously.

ADJOURNMENT

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

The meeting adjourned at approximately at 8:35 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 #5**

April 7, 2015

101 - GENERAL OPERATIONS FUND

Total Increase \$808,891.40

Increase budget for payout of PTO & Sick time for approved payout of accrued time of hours at 75% (this is over the 32 hours that was originally budgeted for employees) . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$2,977.00
		Net Revenues	<u><u>\$2,977.00</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	101-253-000-708.004	\$2,977.00
		101-301-000-708.004	\$400.24
		Net Expenditures	<u><u>\$3,377.24</u></u>

Increase budget for purchase of 4 ergonomic chairs for employees in the Assessing Department. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$2,932.16
		Net Revenues	<u><u>\$2,932.16</u></u>
Expenditures:	Equipment	101-267-000-977.000	\$2,932.16
		Net Expenditures	<u><u>\$2,932.16</u></u>

Increase budget for reconstruction of Veterans Drive from the Library lot to officials parking. This improvement is necessary for the AAATA bus route that began in 2013. The work will be conducted by Anglin Civil, who was the low bidder for the project. This is funded by a \$622,982 Appropriation of Prior Year Fund Balance and a \$100,000 Transfer in of Funds from 14B District Court.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$622,982.00
	Transfer IN from 14B District Court	101-000-000-697.236	\$100,000.00
		Net Revenues	<u><u>\$722,982.00</u></u>
Expenditures:	Capital Outlay - Veterans Drive	101-970-000-976.007	\$722,982.00
		Net Expenditures	<u><u>\$722,982.00</u></u>

Increase budget for construction layout, construction observation, materials testing, construction engineering & contract administrative services of OHM for the Veterans Drive project. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$79,600.00
		Net Revenues	<u><u>\$79,600.00</u></u>
Expenditures:	Capital Outlay - Veterans Drive	101-970-000-976.007	\$79,600.00
		Net Expenditures	<u><u>\$79,600.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #5**

April 7, 2015

206 - FIRE FUND

Total Increase \$2,749.60

Increase budget for funds received and owed to Washtenaw County HazMat Team for response of carbon monoxide incident at Ford Rawsonville Plant. This will be funded by the funds received of Ford Motor Company.

Revenues:	Misc Rev - Hazardous Response Service	206.000.000.682.000	\$2,749.60
			<u>Net Revenues</u>
			<u><u>\$2,749.60</u></u>
Expenditures:	Prof Srvs - Hazardous Response	206.206.000.801.005	\$2,749.60
			<u>Net Expenditures</u>
			<u><u>\$2,749.60</u></u>

236 - 14B DISTRICT COURT FUND

Total Increase \$108,063.44

Increase budget for purchase of 11 ergonomic chairs for employees at 14B District Court. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$8,063.44
			<u>Net Revenues</u>
			<u><u>\$8,063.44</u></u>
Expenditures:	Equipment	236-136-000-977.000	\$8,063.44
			<u>Net Expenditures</u>
			<u><u>\$8,063.44</u></u>

Increase budget to transfer funds to the General Fund for a portion of the reconstruction of Veterans Drive from the Library lot to the Veterans Memorial. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$100,000.00
			<u>Net Revenues</u>
			<u><u>\$100,000.00</u></u>
Expenditures:	Transfer Out to General Fund	236-136-000-969.101	\$100,000.00
			<u>Net Expenditures</u>
			<u><u>\$100,000.00</u></u>

248 - HOUSING & BUSINESS INSPECTION FUND

Total Increase \$400.24

Increase budget for payout of PTO & Sick time for approved payout of accrued time of hours at 75% (this is over the 32 hours that was originally budgeted for employees) . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248-000.000.699.000	\$400.24
			<u>Net Revenues</u>
			<u><u>\$400.24</u></u>
Expenditures:	Salaries Pay Out & Sick time	248-248-000-708.004	\$400.24
			<u>Net Expenditures</u>
			<u><u>\$400.24</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #5**

April 7, 2015

249 - BUILDING DEPARTMENT FUND

Total Increase \$1,533.52

Increase budget for payout of PTO & Sick time for approved payout of accrued time of hours at 75% (this is over the 32 hours that was originally budgeted for employees) . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249.000.000.699.000	\$800.48
			<u><u>\$800.48</u></u>
		Net Revenues	\$800.48
Expenditures:	Salaries Pay Out & Sick time	249-249-000-708.004	\$800.48
			<u><u>\$800.48</u></u>
		Net Expenditures	\$800.48

Increase budget for purchase of 1 ergonomic chair for employee in the Building Department. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249.000.000.699.000	\$733.04
			<u><u>\$733.04</u></u>
		Net Revenues	\$733.04
Expenditures:	Equipment	249.249.000.977.000	\$733.04
			<u><u>\$733.04</u></u>
		Net Expenditures	\$733.04

266 - LAW ENFORCEMENT FUND

Total Increase \$1,600.96

Increase budget for payout of PTO & Sick time for approved payout of accrued time of hours at 75% (this is over the 32 hours that was originally budgeted for employees) . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	266-000-000-699.000	\$1,600.96
			<u><u>\$1,600.96</u></u>
		Net Revenues	\$1,600.96
Expenditures:	Salaries Pay Out & Sick time	266-301-000-708.004	\$800.48
	Salaries Pay Out & Sick time	266-304-000-708.004	\$800.48
			<u><u>\$1,600.96</u></u>
		Net Expenditures	\$1,600.96

Motion to Amend the 2015 Budget (#5):

Move to increase the General Fund budget by \$808,891 to \$8,667,926 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$2,750 to \$5,155,114 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$108,064 to \$1,441,073 and approve the department line item changes as outlined.

Move to increase the Housing & Business Inspection Fund budget by \$400 to \$210,718 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$1,534 to \$469,861 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$1,601 to \$6,692,174 and approve the department line item changes as outlined.

RESOLUTION NO. 2015-5

CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

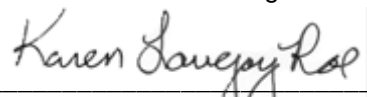
Resolution authorizing the temporary road closure of Stony Creek Road, to Textile Road, to Hitchingham Rd., to Merritt Road (back to Stony Creek Rd.) on Sunday, April 26, 2015, from 10:00 a.m. to Noon. for the "Ride for Recovery" Dawn Farm Fundraising Event.

WHEREAS, the Township of Ypsilanti has approved the temporary closure of Stony Creek, Textile, Hitchingham, and Merritt Roads as indicated; and

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

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Megan Rodgers, Dawn Farm Development Director be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-5 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 7, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION NO. 2015-6

CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

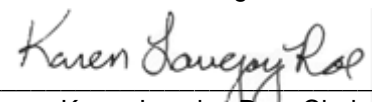
Resolution authorizing the temporary road closure of Holmes Road between Peabody and Ford Blvd., Ford Blvd. between Holmes Road and Clark Road and Clark Road between Ford Blvd. and Centennial Ave. on Saturday, August 15, 2015 from 9:30 a.m. to 11:30 a.m. for the "Homefront Victory Celebration" Parade

WHEREAS, the Township of Ypsilanti has approved the temporary closure of Holmes Road between Peabody and Ford Blvd., Ford Blvd. between Holmes Road and Clark Road and Clark Road between Ford Blvd. and Centennial Ave.; and

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

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Jeff Allen, Residential Services Director be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2015-6 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 7, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 21, 2015 THROUGH AUGUST 29, 2015

AGREEMENT is made this 7th day of April 2015 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 21, 2015 through August 29, 2015 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 21, 2015 and concluding on August 29, 2015, the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

ARTICLE II - TERM

This contract shall begin on June 21, 2015 and continue through August 29, 2015.

ARTICLE III –PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$29,338.65, payable by the Township as follows: June invoice--\$4,310.42; July invoice--\$12,931.25; and August invoice--\$12,096.98;

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda L. Stumbo
Brenda Stumbo (DATE)
Supervisor

By: _____
Verna McDaniel (DATE)
County Administrator

By: Karen Lovejoy Roe
Karen Lovejoy Roe (DATE)
Clerk

WASHTENAW COUNTY SHERIFF'S OFFICE

LINCOLN CONSOLIDATED SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: _____
Ellen Bonter
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

AGREEMENT TO ASSIGN THE YPSILANTI COMMUNITY SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 21, 2015 THROUGH AUGUST 29, 2015

AGREEMENT is made this 7th day of April 2015 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Dr, Ypsilanti, Michigan, ("Township"), the YPSILANTI COMMUNITY SCHOOL DISTRICT, located at 1885 Packard Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 21, 2015 through August 29, 2015 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 21, 2015 and concluding on August 29, 2015, the contractual deputy assigned to Ypsilanti Public School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Ypsilanti Public School District.

ARTICLE II - TERM

This contract shall begin on June 21, 2015 and continue through August 29, 2015.

ARTICLE III – PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$29,338.65, payable by the Township as follows: June invoice--\$4,310.42; July invoice--\$12,931.25; and August invoice--\$12,096.98;

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda J. Stumbo
Brenda Stumbo (DATE)
Supervisor

By: _____
Verna McDaniel (DATE)
County Administrator

By: Karen Lovejoy Roe
Karen Lovejoy Roe (DATE)
Clerk

WASHTENAW COUNTY SHERIFF'S OFFICE

YPSILANTI COMMUNITY SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: _____
Laura Lisicki (Date)
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

**AGREEMENT BETWEEN
CHARTER TOWNSHIP OF YPSILANTI AND
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install two (2) speed humps on Berkley Avenue between Washtenaw Avenue and Stratford Road and one (1) speed hump on Stratford Road between Berkley Avenue and Packard Road (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended; and

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$20,123.50.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

AGREEMENT SUMMARY

Estimated Costs

Installation of three (3) speed humps **\$20,123.50**

FOR YPSILANTI TOWNSHIP:

<p><u>Brenda L. Stumbo</u> Brenda L. Stumbo, Supervisor April 8, 2015</p> <p><u>Karen Lovejoy-Roe</u> Karen Lovejoy-Roe, Clerk April 8, 2015</p>	<p><u>Joak Hancock</u> Witness April 8, 2015</p> <p><u>Joak Hancock</u> Witness April 8, 2015</p>
--	---

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
Douglas E. Fuller, Chair

_____ Witness
Roy D. Townsend, Managing Director



March 30, 2015

Mr. Jeffrey T. Allen
Director-Residential Services
Ypsilanti Charter Township
7200 S. Huron River Drive
Ypsilanti, MI 48197

**Re: Ypsilanti Township Community Center UST Closure Proposal
Facility ID # 00038536**

Dear Mr. Allen:

Tetra Tech is pleased to submit this proposal to continue environmental services at Ypsilanti Township's Green Oaks Golf Course and Community Center at 2025 East Clark Road in Ypsilanti. This proposal covers preparation of survey documents, a Restrictive Covenant, Closure Report, and a Due Care Plan relating to release C-0050-98 on file with the Michigan Department of Environmental Quality (MDEQ). Tetra Tech facilitated concurrence of the following closure strategy from Mr. Terry Hiske of the MDEQ on March 24, 2015.

CLOSURE STRATEGY

Groundwater evaluations completed from 2000-2007 demonstrated that the petroleum hydrocarbons groundwater plume is stable, groundwater geochemistry support natural attenuation of contaminants, and that the natural attenuation rate exceeds the migration rate of the dissolved phase hydrocarbons in groundwater. The MDEQ concurred with this conclusion and approved termination of groundwater monitoring in 2008. Groundwater concentrations within the area of impact remain above residential and non-residential drinking water risk based screening levels (RBSL) and groundwater to surface water interface (GSI) RBSLs. Institutional controls will be prepared to prevent the use of groundwater for consumption, thereby eliminating the drinking water exposure pathway. Historical data from GSI compliance wells demonstrates that it is not reasonable to expect that constituents in groundwater will vent to surface water at concentrations that exceed the generic GSI RBSLs.

Non-aqueous phase liquid (NAPL) was intermittently observed in wells MW-3, MW-11, and MW-12, and MW-13 through December 2007. During subsequent checks, NAPL was not observed at any location through December 2008, when NAPL monitoring was terminated with the approval of the MDEQ. In accordance with the June 2014 resource document prepared by the MDEQ, *NAPL Characterization, Remediation, and Management for Petroleum Releases*, exposure risk has been managed. NAPL has been recovered to the maximum extent practicable and institutional controls in the form of a Restrictive Covenant (RC) and Due Care Plan will notify current and



future property managers of the potential presence of NAPL and the ensure that land use changes do not alter site conditions without proper evaluation.

Tetra Tech recommends pursuing closure in accordance with the recently amended leaking UST statutes provided in Part 213 of the Natural Resources Environmental Protection Act, Act 451 of 1994, as amended (NREPA).

SCOPE OF WORK

Tetra Tech will prepare closure documents to include a RC, Closure Report, and Due Care Plan.

Restrictive Covenant

Institutional controls will be implemented to impose use restrictions on the property to: (1) limit or prohibit activities that may result in exposure to impacts; and to (2) provide notice about the presence of a hazardous substance at the site. To accomplish this, an RC will be prepared in accordance with Section 21310a(1) of the Natural Resources and Environmental Protection Act of 1994 PA 451, as amended, and filed with the Washtenaw County Register of Deeds. Proof of this filing will be provided to the MDEQ with the Closure Report.

Tetra Tech will complete the following tasks:

- Complete MDEQ form EQP 3854 Declaration of Restrictive Covenant;
- Complete a description of allowable land uses for the RC;
- Facilitate completion of legal description and sketch of the entire parcel and the restricted area, signed and sealed by a licensed surveyor, as required by MDEQ;
- Submit completed RC to the Township for review and approval;
- Submit completed RC to MDEQ for approval;
- File RC with Washtenaw County Register of Deeds Office;
- Complete MDEQ form EQP 4023 Notice to Local Units of Government of Land Use Restrictions; and
- Retain proof of RC filing and signed Notice to be submitted to MDEQ with the Closure Report.

Closure Report

Tetra Tech will prepare and submit a Closure Report to the MDEQ Remediation and Redevelopment Division for review and approval. Required contents of the Closure Report will include summaries of the following:

- Project chronology
- Corrective action activities performed
- Historical summary tables of analytical sampling
- Restrictive covenant summary and a copy of the filed restriction



- Scaled site maps of sample locations, direction of groundwater flow, conceptual model graphics, and historical site information

A draft Closure Report will be submitted to the Township for review prior to finalizing the report and submitting it to the MDEQ.

The MDEQ may provide comment and identify data gaps in the Closure Report. Tetra Tech has included labor hours to prepare a response to the MDEQ should any data gaps be identified.

Due Care Plan

Tetra Tech will prepare a Due Care Plan as required under Section 4c of Part 213. The Due Care Plan will outline long-term property management strategies that will:

- Prevent exacerbation of existing contamination.
- Mitigate unacceptable exposures to hazardous substances.
- Take precautions against the reasonable foreseeable acts or omissions of third parties.
- Provide statements that the Township will comply with land use restrictions and cooperate with those authorized to conduct corrective action activities.

The Due Care Plan will detail the best methods for complying with the above obligations. A draft Due Care Plan will be submitted to the Township for review. The Due Care Plan is not required to be submitted to the MDEQ for approval.

PROJECT TEAM

Personnel familiar with this project will complete the work described above. Our project team will include Mr. Daniel Sopoci, who has been involved with the project since 2006; Mr. Michael Kovacich who has worked on this project since 1995; and Ms. Erica Bays, who will assist with preparation of the Closure Report. Other Tetra Tech staff will be available as needed.

COMPENSATION

Ypsilanti Township will be billed on a Time and Materials basis for our personnel directly engaged on the project, associated reimbursable expenses and subcontractors. Tetra Tech’s proposed budget to complete this scope of work is detailed below. Tetra Tech will not exceed the proposed budget without the prior authorization of the Township.

Task	Tetra Tech Labor and Expenses	Survey	Total
Restrictive Covenant	\$1,975	\$2,750	\$4,725
Closure Report	\$4,410	\$0	\$4,410
Due Care Plan	\$2,541	\$0	\$2,541
Total	\$8,926	\$2,750	\$11,676



ASSUMPTIONS

The proposal price above is based upon the following assumptions:

- MDEQ will approve the Restrictive Covenant and Closure Report without significant revision or additional field work.
- Tetra Tech will attend one meeting with the Township to discuss contents and answer questions about each document.

If you concur with this proposal, please sign our attached Standard Terms and Conditions, which will serve as our formal authorization to proceed with these services.

We appreciate this opportunity to be of continued service to Ypsilanti Township and look forward to implementing the final tasks necessary for closure. Please call if you have any questions or would like to discuss this proposal further.

Sincerely,

A handwritten signature in black ink that reads 'Daniel Sopoci'.

Daniel Sopoci, CP, CHMM
Project Manager

A handwritten signature in black ink that reads 'Michael Kovacich'.

Michael Kovacich, CP, CPG
Operations Manager



RATES AND TERMS TIME AND MATERIALS AGREEMENT

Effective September 29, 2014 – September 27, 2015

Client: Ypsilanti Township

Proposal Dated: March 30, 2015

Project Name: UST Closure Proposal

Total Value: \$ 11,676

BILLING RATES

Staff

Charges for work performed on the project, including office and field time, will be calculated and billed on the basis of the staff category hourly rates shown below in U.S. currency. Work continuing beyond the above effective dates will be subject to the new rates that will be established for each new fiscal year. The following hourly rates are fully loaded with overhead and fee.

Staff Category	Rate/Hour	Staff Category	Rate/Hour
Senior Principal Engineer/Scientist	\$252 - \$315	Project Engineer/Scientist	\$ 64 - \$126
Principal Engineer/Scientist	\$176 - \$244	Staff Engineer/Scientist	\$ 56 - \$ 93
Associate Engineer/Scientist	\$140 - \$195	Technician	\$ 40 - \$ 110
Senior Engineer/Scientist	\$ 92 - \$217	Other Support Staff	\$ 55 - \$ 220
Senior Project Engineer/Scientist	\$ 99 - \$158	Clerical/Project Admin./Drafting	\$ 49 - \$104

All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level. Time spent in either inter-city or local travel will be billed in accordance with the foregoing schedule, except that no more than eight hours of travel time will be charged in any single day. Overtime hours worked, if authorized by the client, will be charged as quoted above.

TERMS

Expert Testimony

Expert witness testimony or participation at hearings or depositions, including necessary preparation time, will be charged at 150% of the rate quoted above.

Invoicing and Payment

Invoice statements will be issued either semi-monthly or monthly (at Tetra Tech's sole discretion) itemizing the staff categories worked and Other Direct Costs incurred in the performance of the project. Payments shall be sent to the address appearing on the invoice. All payments shall be made by Client within thirty (30) days of receipt of invoice. Invoices not paid within thirty days shall be subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum). Tetra Tech reserves the right to request either a Letter of Credit for the full contract amount or an up front financial retainer from which to work. Tetra Tech additionally reserves the right to stop work without further liability if Client fails to honor and adhere to the payment terms specified herein.

Credit Review

The provision of Services under this Agreement is subject to Tetra Tech's initial and continuing credit review of Client. If requested by Tetra Tech, Client shall furnish financial information to Tetra Tech for the purpose of determining Client's creditworthiness. Any financial information furnished to Tetra Tech shall be treated by Tetra Tech as Confidential Information. Tetra Tech may also rely on information obtained from independent parties (e.g., Dunn & Bradstreet). If Tetra Tech determines that a financial security is warranted, Tetra Tech reserves the right to require that Client provide a financial guarantee in a form reasonably acceptable to Tetra Tech (e.g., Letter of Credit, Payment Bond, retainer, monthly pre-payment, etc.). If Client fails to provide the requested guarantee within fifteen (15) business days following such request, Tetra Tech shall have the right to decline to accept any new Work, and to suspend the provision of Services until the day such guarantee is provided to Tetra Tech. Client's continued failure to provide the requested guarantee may result in the termination of the Agreement.

Other Direct Costs

Charges for Other Direct Costs and facilities furnished by Tetra Tech are computed on the basis of actual cost plus ten percent. This override covers the costs associated with cost of money, the risks associated with our responsibility for delivery on behalf of subcontractors, assorted administrative time, etc. Examples of such items which are directly attributable to the project include: shipping charges; printing; special fees; permits; special insurance and licenses; subcontracts; reproduction; equipment rental; and miscellaneous materials. Travel and travel-related expense are also computed on the basis of actual cost plus ten percent. A charge equal to 4.5% of total labor will be included on each invoice in place of itemized billing for the following in-house expenses: office supplies, in-office telephone calls, facsimiles, postage, in-house photocopying, and immaterial overnight express charges.

Estimated Cost

Tetra Tech will perform the work and accomplish the objectives defined within the estimated costs and schedule proposed unless there are circumstances beyond our control. The estimated costs and schedule proposed are based on our best judgement of the requirements known at the time of the proposal. Successful completion within cost and schedule limits can be influenced - favorably or adversely - by changes in work scope and schedule as dictated by client needs and by presently unforeseen circumstances. Tetra Tech will notify the client in advance if schedule or costs are expected to exceed the estimate. In such event, the client may wish to: (1) authorize additional funds to complete the work as originally defined; (2) redefine the scope of work in order to fit the remaining funds; or (3) request that work be stopped at a specific expenditure level. If option 3 is chosen, Tetra Tech will turn over such data, results and materials completed at the authorized level without further obligation or liability to either party except for payment for work performed.

Limited Warranty

Tetra Tech will render services in a professional manner and use that degree of care and skill ordinarily exercised under similar conditions by reputable and competent environmental consultants practicing in the same or similar locality of the services provided. No other warranty, whether expressed or implied, is made or intended for services performed or provided. Client assumes all responsibility and shall defend and hold harmless Tetra Tech for Client's decisions relating to its use(s) of the services provided and reliance thereon.

Relationship of Parties

Tetra Tech will act solely as an independent contractor of the Client and not as the Client's agent for any purpose. Neither Tetra Tech nor Client may enter into any agreement or assume any obligation for the other, and nothing herein may be construed to establish any partnership, joint venture or principal-agent relationship between Tetra Tech and the Client.

Indemnification of Parties

Both Tetra Tech and Client agree to and hereby do defend, indemnify, protect and hold harmless each other and their officers, directors, agents, employees, and invitees, from and against all liability, claims, actions, damages, and judgments, together with costs and expenses (including reasonable attorney's fees) for injuries to or illnesses or death of any and all persons and losses of or damages to property caused by, resulting from, occurring in connection with, or arising out of the negligence or willful misconduct of the indemnifying party to the extent of the negligence or willful misconduct of the indemnifying party. In no event shall Tetra Tech, its officers, directors, employees and agents be liable for and Client agrees to defend, indemnify and hold harmless, all at its cost and expense, Tetra Tech, its officers, directors, employees or agents from and against all liabilities, claims, demands, losses, costs, damages, actions, suits or other proceedings (including, but not limited to, any air, ground or water pollution or environmental impairment) by whomsoever made, including claims for bodily injuries, death and physical property loss or damage brought or prosecuted in any manner based upon, occasioned by, or attributable to, arising out of or in any manner connected with or related to Tetra Tech's performance of work that may be made or brought against Tetra Tech for: (i) any claims or causes of action arising out of the ownership, transportation and/or disposal of any contaminated materials; (ii) any claims or causes of action arising out of subsurface conditions or damage to subsurface structures whether owned by Client or any third party, the presence or location of which were not revealed to Tetra Tech by the Client in writing prior to the commencement of Tetra Tech's performance, (iii) any claims or causes of action arising under the Resource Conservation and Recovery Act as amended, the Toxic Substances and Control Act, as amended and the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (iv) any third party claims or causes of action; and (v) any expenses incurred by Tetra Tech in connection therewith (including reasonable attorney's fees), as such expenses are incurred.

Limitation of Liability

Neither party hereto, nor its affiliates, its subcontractors, or vendors of any tier, shall be liable to the other party or its affiliates in any action or claim for loss of profit, loss of product, loss of use or for any other indirect, consequential or special damages, even if caused by the sole or concurrent negligence of such party and even if advised of the possibility thereof. Client agrees that in consideration of the contract price and the comparative levels of risk taken, all claims for indemnification or contribution from Tetra Tech shall be limited to the amount paid Tetra Tech as total compensation for the applicable Services less amounts paid to its subcontractors or others in connection with the performance of the Services. All claims against Tetra Tech shall be deemed waived unless made by Client in writing and received by Tetra Tech within six months after Tetra Tech has completed that portion of the Services with respect to which the claim is made. Any limitation on or exculpation from liability afforded Tetra Tech by this Agreement shall be applicable regardless of whether the action or claim is based in contract, tort (including negligence), statute, strict liability or otherwise, and shall likewise limit the liability of Tetra Tech's affiliates, subcontractors and vendors of any tier and their respective officers, agents and employees. For purposes of this Article an "affiliate" of a party includes any parent, subsidiary or affiliated corporation, partnership or other legal entity, and its and their officers, agents, employees and insurers. There are no third party beneficiaries of this Agreement and no third party may rely upon the obligations herein or upon the findings of any report produced hereby. This Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.

Confidential Information

Tetra Tech will not knowingly disclose to others any confidential information furnished by the Client in connection with this project. Any information, which the Client intends to be covered by this paragraph, shall be clearly marked "confidential." These restrictions do not apply to information that: (i) Tetra Tech had in its possession prior to disclosure by the Client; (ii) becomes public knowledge through no fault of Tetra Tech; (iii) Tetra Tech lawfully acquires from a party not under any obligation of confidentiality to the Client; or (iv) is independently developed by Tetra Tech. Tetra Tech and its personnel will not publish, in any technical articles or otherwise, information obtained from this project in a manner that would be identifiable with this project without the prior written consent of the Client.

Termination

Either Tetra Tech or Client may terminate this agreement, for whatever cause, by giving seven (7) days' written notice to the other party. Upon such termination, Client shall pay Tetra Tech the costs that Tetra Tech has incurred to the effective date of termination, including reasonable termination expenses.

Disputes

In the event of a dispute under this Agreement, either party shall request a meeting at which the parties shall discuss and attempt to resolve the dispute. Unresolved disputes may be litigated before any court of competent jurisdiction in the Commonwealth of Virginia. Client hereby consents to the jurisdiction of such court.

Force Majeure

Tetra Tech will have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, flood, explosion, acts of nature, acts of government, labor disputes, delays in transportation or inability to obtain material or equipment. In the event of any delay in performance due to any such circumstances, the time for performance will be extended by a period of time necessary to overcome the effect of such delay, and the Client will not be entitled to refuse performance or otherwise be relieved of any obligations.

Assignment

The agreement to which these terms and conditions relate and the rights and obligations hereunder may not be assigned or otherwise transferred by the Client without Tetra Tech's prior written consent and any such attempted assignment or transfer shall be void.

Entire Agreement

The Client's engagement of Tetra Tech to perform work represents the Client's acceptance of the terms and conditions contained herein, which constitute the entire understanding between Tetra Tech and the Client and supersede any previous communications, representations or agreements by either party, whether oral or written. The terms and conditions contained herein take precedence over the Client's additional or different terms and conditions that may be contained in any purchase order, work order, invoice, gate pass, acknowledgment form, manifest or other document forwarded by the Client to Tetra Tech to which notice of objection is hereby given. No change to any of the terms or conditions herein will be valid or binding on either party unless in writing and signed by an authorized representative of Client and by an authorized representative of Tetra Tech. Tetra Tech's commencement of performance will not be deemed or construed as acceptance of the Client's additional or different terms and conditions.

Severability

If any of the provisions hereof are invalid under any applicable statute or rule of law, such provisions are, to that extent, deemed omitted, but these terms and conditions will remain otherwise in effect.

Applicable Law

The agreement to which these terms and conditions relate shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any questions concerning these Rates and Terms should be addressed to the Tetra Tech Contracts Department at (703) 444-7000.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

FOR: Ypsilanti Township

Client

Signature:

Brenda L. Stumbo *Karen Lovejoy Roe*

Name:

Brenda L. Stumbo *Karen Lovejoy Roe*

Title:

Supervisor *Clerk*

Date: _____

FOR: Tetra Tech, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

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



Charter Township of Ypsilanti

**Accounting
Department**

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

STATEMENTS AND CHECKS

APRIL 21, 2015 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$ 843,886.92
HAND CHECKS -	<u>\$ 60,309.21</u>
GRAND TOTAL -	\$ 904,196.13

Choice Health Care Deductible – March 2015

ACH EFT	\$54,511.87
ADMIN FEE	\$ 2,587.50 (Jan. & Feb. 2015)

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
04/02/2015	AP	168175	0118	DTE ENERGY	19,426.20
04/07/2015	AP	168176	6821	AT & T	26.68
04/07/2015	AP	168177	6821	AT & T	72.58
04/07/2015	AP	168178	0363	COMCAST CABLE	237.85
04/07/2015	AP	168179	0363	COMCAST CABLE	92.85
04/07/2015	AP	168180	0363	COMCAST CABLE	168.85
04/07/2015	AP	168181	0363	COMCAST CABLE	168.85
04/07/2015	AP	168182	0363	COMCAST CABLE	168.85
04/07/2015	AP	168183	0426	GUARDIAN ALARM	163.11
04/07/2015	AP	168184	0426	GUARDIAN ALARM	570.19
04/07/2015	AP	168185	1475	VERIZON WIRELESS	139.05
04/07/2015	AP	168186	15934	WASTE MANAGEMENT	123.03
04/08/2015	AP	168187	4779	U.S. BANK, N.A.	35,040.00
04/09/2015	AP	168188	6821	AT & T	2,593.52
04/09/2015	AP	168189	MI SCIENCE	MI SCIENCE CENTER	126.00
04/09/2015	AP	168190	0480	YPSILANTI COMMUNITY	1,191.60

AP TOTALS:

Total of 16 Checks:	60,309.21
Less 0 Void Checks:	0.00
Total of 16 Disbursements:	<u>60,309.21</u>

User: mharris

CHECK NUMBERS 168191 - 168267

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
04/21/2015	AP	168191	6570	21ST CENTURY MEDIA	2,146.40
04/21/2015	AP	168192	2937	A & R TOTAL CONSTRUCTION, INC.	330.84
04/21/2015	AP	168193	AAATA	AAATA	21.08
04/21/2015	AP	168194	11339	ACCUSHRED LLC	65.00
04/21/2015	AP	168195	0468	ACUSHNET COMPANY	5,622.92
04/21/2015	AP	168196	0152	ALLIED-EAGLE SUPPLY	4,047.04
04/21/2015	AP	168197	0017	ANN ARBOR CLEANING SUPPLY	150.21
04/21/2015	AP	168198	6396	ARBOR INSPECTION SERVICES	375.00
04/21/2015	AP	168199	0675	ARBOR VACUUM & SMALL APPLIANCE	540.00
04/21/2015	AP	168200	0215	AUTO VALUE YPSILANTI	146.27
04/21/2015	AP	168201	6885	BACK TO NATURE LAWN CARE	108.25
04/21/2015	AP	168202	0007	BECKETT & RAEDER	1,225.08
04/21/2015	AP	168203	B. ZIRKLE	BRANDON ZIRKLE	2,415.00
04/21/2015	AP	168204	0071	BRENDA STUMBO	96.25
04/21/2015	AP	168205	4833	CALLAWAY GOLF SALES COMPANY	2,647.05
04/21/2015	AP	168206	5354	COMFORT INN & SUITES HOTEL	229.50
04/21/2015	AP	168207	DBEAUDOIN	DAWN BEAUDOIN	20.00
04/21/2015	AP	168208	2913	EMERGENCY VEHICLE SERVICES	2,912.72
04/21/2015	AP	168209	2898	EMERGENT HEALTH PARTNERS	5,712.36
04/21/2015	AP	168210	15796	FIRST DUE FIRE SUPPLY	98.00
04/21/2015	AP	168211	15789	FLEETPRIDE	498.94
04/21/2015	AP	168212	4260	GOAL SPORTING GOODS	176.84
04/21/2015	AP	168213	1233	GORDON FOOD SERVICE INC.	30.97
04/21/2015	AP	168214	6161	GOVERNMENTAL CONSULTANT	2,850.00
04/21/2015	AP	168215	0107	GRAINGER	218.72
04/21/2015	AP	168216	0503	HOME DEPOT	89.59
04/21/2015	AP	168217	8119	ICLE	121.50
04/21/2015	AP	168218	6280	KAREN LOVEJOY ROE	70.47
04/21/2015	AP	168219	KATOM	KATOM RESTAURANT SUPPLY	2,414.01
04/21/2015	AP	168220	LLS	LANGUAGE LINE SERVICES	88.27
04/21/2015	AP	168221	LWCC	LIVING WATER COMMUNITY CHURCH	22,000.00
04/21/2015	AP	168222	6467	LOWE'S	156.41
04/21/2015	AP	168223	0158	MARK HAMILTON	1,500.00
04/21/2015	AP	168224	0253	MCLAIN AND WINTERS	99,891.25
04/21/2015	AP	168225	6420	MICHAEL HOUGHTON	454.02
04/21/2015	AP	168226	4951	MICHAEL SARANEN	148.48
04/21/2015	AP	168227	16165	MICHIGAN ABILITY PARTNERS	483.60
04/21/2015	AP	168228	0075	MICHIGAN DISTRICT JUDGES ASSOC	200.00
04/21/2015	AP	168229	16461	MICHIGAN LINEN SERVICE, INC.	1,102.52
04/21/2015	AP	168230	16407	MLIVE MEDIA GROUP	1,130.25
04/21/2015	AP	168231	15520	MOTOROLA LOCKBOX SERVICES	477.00
04/21/2015	AP	168232	2997	OFFICE EXPRESS	465.86
04/21/2015	AP	168233	0913	PARKWAY SERVICES, INC.	120.00
04/21/2015	AP	168234	P. POWER	PETER POWER	1,610.00
04/21/2015	AP	168235	1668	PING	1,188.60
04/21/2015	AP	168236	15386	RICOH USA, INC.	843.20
04/21/2015	AP	168237	REH	RIVER'S END HOLDINGS	2,160.33
04/21/2015	AP	168238	15419	SERVICE ELECTRIC	85.00
04/21/2015	AP	168239	15751	SOUTHERN COMPUTER WAREHOUSE	95.90
04/21/2015	AP	168240	1507	SPARTAN DISTRIBUTORS	425.54
04/21/2015	AP	168241	0399	SPEARS FIRE & SAFETY SERVICE	1,161.35
04/21/2015	AP	168242	0632	STERICYCLE INC	158.00
04/21/2015	AP	168243	0449	SYSCO FOOD SERVICES OF DETROIT	581.64
04/21/2015	AP	168244	11025	TAMMIE KEEN	65.49
04/21/2015	AP	168245	6478	TARAS BABENKO	321.30
04/21/2015	AP	168246	TERMINX	TERMINX COMMERCIAL	75.00
04/21/2015	AP	168247	15787	THOMAS REUTERS	37.05
04/21/2015	AP	168248	TS	TIGER SCORECARD	879.00
04/21/2015	AP	168249	15131	U.S. BANK, N.A.	1,600.00
04/21/2015	AP	168250	15175	ULLIANCE	911.55
04/21/2015	AP	168251	6627	VICTORY LANE	137.24
04/21/2015	AP	168252	7035	WASHTENAW COMMUNITY COLLEGE#	274.75
04/21/2015	AP	168253	0163	WASHTENAW COUNTY ROAD COMMISSION	192,258.80
04/21/2015	AP	168254	7005	WASHTENAW COUNTY TREASURER	6,067.50
04/21/2015	AP	168255	7005	WASHTENAW COUNTY TREASURER	2,321.06
04/21/2015	AP	168256	0444	WASHTENAW COUNTY TREASURER#	452,541.25
04/21/2015	AP	168257	7042	WASHTENAW INTERMEDIATE	851.21
04/21/2015	AP	168258	WASHTENAW	WASHTENAW URGENT CARE	785.00
04/21/2015	AP	168259	16368	WEINGARTZ	86.79
04/21/2015	AP	168260	16404	WELLS FARGO FINANCIAL LEASING	5,503.85
04/21/2015	AP	168261	15421	WEX BANK	1,398.51
04/21/2015	AP	168262	WOLVERINE	WOLVERINE CRANE	140.00
04/21/2015	AP	168263	4263	WOLVERINE FREIGHTLINER	2,558.56
04/21/2015	AP	168264	0480	YPSILANTI COMMUNITY	1,025.03
04/21/2015	AP	168265	YCCS	YPSILANTI COMMUNITY SCHOOLS - WR	11.57
04/21/2015	AP	168266	7039	YPSILANTI COMMUNITY SCHOOLS - YP	1,009.76
04/21/2015	AP	168267	7034	YPSILANTI DISTRICT LIBRARY	1,119.42

Check Date	Bank	Check	Vendor	Vendor Name	Amount
AP TOTALS:					
Total of 77 Checks:					843,886.92
Less 0 Void Checks:					0.00
Total of 77 Disbursements:					<u>843,886.92</u>

OFFICE OF THE TREASURER
LARRY J. DOE



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

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	3,901,300.81	87,418.24	1,000,556.40	2,988,162.65
101 - Payroll	231,828.15	721,466.60	708,172.29	245,122.46
101 - Willow Run Escrow	142,115.35	24.14	0.00	142,139.49
206 - Fire Department	860,478.88	625,602.89	332,998.46	1,153,083.31
208 - Parks Fund	7,897.76	0.18	256.89	7,641.05
212 - Roads/Bike Path/Rec/General Fund	737,029.65	113.07	322,489.24	414,653.48
225 - Environmental Clean-up	444,368.58	10.24	0.00	444,378.82
226 - Environmental Services	1,480,177.58	1,495.53	179,743.10	1,301,930.01
230 - Recreation	23,173.36	288,418.76	58,885.17	252,706.95
236 - 14-B District Court	188,562.14	140,525.41	108,342.18	220,745.37
244 - Economic Development	67,184.81	1.55	0.00	67,186.36
248 - Rental Inspections	136,874.87	16,620.27	13,843.17	139,651.97
249 - Building Department Fund	471,518.62	41,717.52	28,446.27	484,789.87
250 - LDFA Tax	29,457.95	245,537.30	0.00	274,995.25
252 - Hydro Station Fund	552,264.51	66,454.19	42,994.46	575,724.24
266 - Law Enforcement Fund	1,095,440.44	13,281.49	568,916.20	539,805.73
280 - State Grants	18,385.20	0.42	0.00	18,385.62
301 - General Obligation	213,150.25	16.84	0.00	213,167.09
397 - Series "B" Cap. Cost of Funds	11,722.82	0.23	2,000.00	9,723.05
398 - LDFA 2006 Bonds	34,959.54	0.81	0.00	34,960.35
498 - Capital Improvement 2006 Bond Fund	336,725.22	57.20	0.00	336,782.42
584 - Green Oaks Golf Course	172,526.19	19,237.83	19,129.72	172,634.30
590 - Compost Site	845,357.99	2,597.12	13,927.41	834,027.70
595 - Motor Pool	323,855.17	7.43	2,762.58	321,100.02
701 - General Tax Collection	105,571.70	11,644.69	8,726.27	108,490.12
703 - Current Tax Collections	12,073,726.77	6,632,229.25	4,807,310.60	13,898,645.42
707 - Bonds & Escrow/GreenTop	869,439.78	7,482.28	1,348.00	875,574.06
708 - Fire Withholding Bonds	94,838.63	4,543.26	0.00	99,381.89
893 - Nuisance Abatement Fund	49,636.63	1,003.70	2,803.82	47,836.51
ABN AMRO Series "B" Debt Red. Cap.Int.	18,680.52	0.00	0.00	18,680.52
GRAND TOTAL	25,538,249.87	8,927,508.44	8,223,652.23	26,242,106.08

SUPERVISOR REPORT

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

CLERK REPORT APRIL 21, 2015

Submitted by Karen Lovejoy Roe, Clerk

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

- **WASHTENAW COUNTY CLERK'S MEETING**-Clerk Lovejoy Roe, Deputy Clerk Lisa Garrett and Election's Coordinator Angela Robinson attended the county wide Clerks meeting on Wednesday March 25, 2015 at Saline City Hall. The meeting was very well attended and information was shared amongst the Clerk's. A presentation was made by Washtenaw County Clerk's office and information was provided regarding the Tuesday, May 5, 2015 election.
- **PACE CENTER** –Supervisor Stumbo and Clerk Lovejoy Roe visited a new facility available for seniors. The facility is located in Ypsilanti Township on Elsworth Rd. This is a full service day center that is open daily. It offers medical and dental care, a variety of activities, physical and occupational therapy and transportation to and from your home to the center. Medicaid is accepted at the center.
- **WILLOW RUN GM CLEANUP AND ECONOMIC FUTURE OF RACER PROPERTY**-Ypsilanti Township elected officials and the attorney continue to work together with RACER and Walbridge to support the final sale of the property to Walbridge. All parties are working together on a Development Agreement between Ypsilanti Township and Walbridge regarding the future plans for the property. A development agreement will be coming to the Township Board for approval in the near future. Yankee Air Museum will also be on the township board agenda for a rezoning request and approval on Stage I preliminary site plan on Tuesday, April 21, 2015. This request has been approved by the Planning Commission on March 24, 2015 for recommendation to the Township Board.
- **NEIGHBORHOOD WATCH MEETINGS**-Clerk Lovejoy Roe attended the Appleridge Neighborhood Watch meeting on Monday, April 13, 2015 and the Holmes Road Neighborhood Watch meeting on Tuesday, April 14, 2015. Both meetings included reports by residents of the problems with rental properties in the neighborhoods. Several addresses were reported with a variety of problems that were all rentals that the Sheriff's Department agreed to follow up on. Information was provided on the startup of the chipping program and brush pickup for the current season.

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #6**

April 21, 2015

101 - GENERAL OPERATIONS FUND

Total Increase \$1,115.76

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

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

266 - LAW ENFORCEMENT FUND

Total Increase \$150,000.00

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

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

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

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

Motion to Amend the 2015 Budget (#6):

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

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

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

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

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

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolutions were offered by Member _____ and supported by Member _____:

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

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

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

NOW, THEREFORE, BE IT RESOLVED, THAT:

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

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

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

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Township Clerk

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

Township Clerk

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

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

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

LOCAL UNIT'S CONTRACT OBLIGATIONS

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

RIGHT OF REFERENDUM

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

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

Karen Lovejoy Roe
Clerk
Charter Township of Ypsilanti

24147639.1\099369-00039



YPSILANTI COMMUNITY UTILITIES AUTHORITY

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

April 1, 2015

VIA ELECTRONIC MAIL AND USPS

CHARTER TOWNSHIP of YPSILANTI
Board of Trustees
7200 South Huron Street
Ypsilanti, MI 48198

Re: **YCUA Tyler Pond Trestle Replacement Project SRF Bond Sale**

Dear Trustee:

This document is to provide background for the proposed Tyler Pond Trestle Replacement project in the Charter Township of Ypsilanti.

Two existing timber trestles carry gravity sewers and force main pipes over Tyler Pond, a manmade impoundment originally created in the 1940s when Willow Creek was dammed at Tyler Road to provide fire protection for the Willow Run bomber plant. The trestles, which were subsequently constructed in 1961 and 1978 respectively, have exceeded their design life and are experiencing numerous structural failures. The proposed work will involve construction of a new bridge over Tyler Pond to replace the two existing timber trestles.

The west trestle supports both a 24-inch diameter gravity sewer and a 36-inch diameter force main pipe. These pipes are critical facilities to convey wastewater flows to the Willow Run pump station and in turn from the Willow Run pump station to the YCUA wastewater treatment plant. During the summer of 2012, temporary repairs were made to the west trestle to extend its service life for three years.

Early this year, the pipes on the east trestle were bulk headed and confirmed to be abandoned and isolated from the active pipes on the west trestle.

Construction of a replacement bridge is scheduled in accordance with a fourth quarter SRF loan during the 2014 - 2015 fiscal year. Instead of a bridge approximately 250 feet long to match the existing trestle lengths, the Authority will partner with the Charter Township of Ypsilanti to draw down the impoundment, place fill from both the north and south banks, and install a 30-foot-long precast concrete culvert over the reestablished Willow Creek. After the impoundment is drawn down, the Charter Township of Ypsilanti will modify the dam under Tyler Road to allow

CHARTER TOWNSHIP of YPSILANTI
Board of Trustees
April 1, 2015
Page 2

Willow Creek to flow more or less in its natural, pre-impoundment state.

Replacement of the trestles will minimize the threat of any potential release of several million gallons per day of raw sewage into Tyler Pond and the downstream Willow Creek. The proposed new bridge is intended to support sanitary sewers and will not be utilized for pedestrian traffic. Temporary bypass pumping will not be required during the proposed replacement of the trestles.

The total project cost is just over \$1.6 million and is eligible for funding through the State Revolving Fund (SRF) loan program administered by the Michigan Department of Environmental Quality (MDEQ). The SRF program is a low-interest loan that will be paid back over a period of 20 years with the current bond interest rate of 2.5%. The Authority will also incorporate major portions of the draw down into the SRF loan as eligible costs, totaling over \$350,000.

A milestone schedule for this project is attached for your review.

If you have any questions please contact me.

Sincerely,



JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks

cc: YCUA Board of Commissioners
Ms. Karen Lovejoy Roe
Ms. Lisa Garrett
Mr. Paul Stauder
Mr. Tom Colis
Ms. Cassie Hare
Ms. Sylvia Dimov
Mr. Thomas E. Daniels
Mr. Dwayne Harrigan
Ms. Venita Terry
Mr. Scott D. Westover

**Michigan Department of Environmental Quality (DEQ)
State Revolving Fund (SRF) Project Milestone Schedule
for 4th Quarter Financing in Fiscal Year 2015
Anticipated Loan Closing on September 17, 2015**

RECEIVED

JAN 05 2015

Y.C.U.A. ENGINEERING

Applicant Name: Ypsilanti Community Utilities Authority
Project Number: 5617-01
Project Description: Tyler Pond Trestle Replacement

<u>Milestone</u>	<u>By No Later Than</u>
DEQ Approval of Project Plan	Complete
Submittal of Draft User Charge System and Legal Documents	Complete
DEQ Comments on Draft User Charge System and Legal Documents	4/17/15
Submittal of Final User Charge System and Legal Documents	5/15/15
DEQ Approval of User Charge System and Legal Documents	6/15/15
Submittal of Draft Plans & Specifications	3/20/15
DEQ Comments on Draft Plans & Specifications	4/17/15
Submittal of Final Plans & Specifications	5/08/15
Issuance of Construction Permit	6/03/15
DEQ Approval of Plans & Specifications	6/10/15
Submittal of Application Part I	5/12/15
Submittal of Application Part II	6/15/15
Submittal of Application Part III (including Resolution of Tentative Contract Award)	7/24/15
Publication of Bid Advertisement	6/10/15
Opening of Bids	7/10/15
Resolution of Tentative Contract Award by Governing Body	7/22/15
DEQ Order of Approval	8/26/15

As the authorized representative for this project, I understand that failure to adhere to this schedule may result in the bypass of this project and the assignment of funds reserved for it to other projects on Michigan's Project Priority List in accordance with the provisions of Section 5310 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

Accepted on 1/6/2015

By: [Signature]
Applicant's Authorized Representative

Accepted on 1/13/15

By: [Signature]
Project Manager, Revolving Loan Section
Office of Drinking Water and Municipal Assistance

Approved on 1/13/15

By: [Signature]
Chief, Revolving Loan Section
Office of Drinking Water and Municipal Assistance

SRF CONTRACT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

In the presence of:

CHARTER TOWNSHIP OF
YPSILANTI

By: _____
Supervisor

By: _____
Township Clerk

24147632.1\099369-00039

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

SEPTEMBER 2015 LOAN

LTGO Ratings: Township Moody's Aa3
S&P AA

YPSILANTI COMMUNITY UTILITIES AUTHORITY
COUNTY OF WASHTENAW, STATE OF MICHIGAN
SEWAGE DISPOSAL SYSTEM BONDS - ACT 233
(LTGO OF YPSILANTI TOWNSHIP)
CWRF #5617-01

Total Project Cost	1,800,000
Grant Funded	0
Approved Loan Amount	1,800,000
Loan Forgiveness	0
Loan Amount	1,800,000
I/O Date:	d

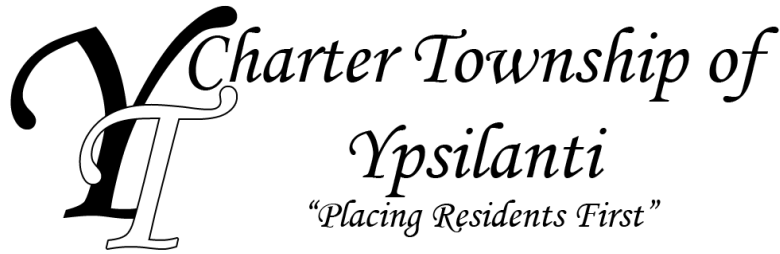
SCHEDULE OF ESTIMATED REVENUES AND EXPENDITURES

F/Y	Net Revenue	Outstanding Sewer Bond Debt Service	Year of Maturity	\$1,800,000		Dated 9/17/15			Total Sewer Debt	Annual Excess or (Shortfall)
				Principal Due Oct-1	Interest Rate	Interest Due Oct-1	Interest Due Apr-1	Total		
2013	3,178,843	2,136,678	2012	0	2.50%			0	2,136,678	1,042,165
2014	3,115,240	2,245,299	2013	0	2.50%	0	0	0	2,245,299	869,941
2015	3,053,223	2,351,031	2014	0	2.50%	0	22,500	22,500	2,373,531	679,692
2016	3,026,544	2,389,304	2015	0	2.50%	22,500	22,500	45,000	2,434,304	592,239
2017	2,998,626	2,521,428	2016	70,000	2.50%	22,500	21,625	114,125	2,635,553	363,073
2018	2,967,550	2,522,598	2017	70,000	2.50%	21,625	20,750	112,375	2,634,973	332,577
2019	2,935,930	2,518,744	2018	75,000	2.50%	20,750	19,813	115,563	2,634,307	301,623
2020	2,881,334	2,484,462	2019	75,000	2.50%	19,813	18,875	113,688	2,598,150	283,184
2021	2,849,802	2,512,004	2020	80,000	2.50%	18,875	17,875	116,750	2,628,754	221,048
2022	2,817,642	2,337,832	2021	80,000	2.50%	17,875	16,875	114,750	2,452,582	365,061
2023	2,808,420	2,327,254	2022	80,000	2.50%	16,875	15,875	112,750	2,440,004	368,417
2024	2,799,191	2,329,932	2023	85,000	2.50%	15,875	14,813	115,688	2,445,619	353,571
2025	2,794,972	2,330,604	2024	85,000	2.50%	14,813	13,750	113,563	2,444,166	350,805
2026	2,880,800	2,327,910	2025	90,000	2.50%	13,750	12,625	116,375	2,444,285	436,515
2027	2,949,681	2,384,551	2026	90,000	2.50%	12,625	11,500	114,125	2,498,676	451,006
2028	2,943,998	2,366,885	2027	95,000	2.50%	11,500	10,313	116,813	2,483,698	460,300
2029	2,938,644	2,366,782	2028	95,000	2.50%	10,313	9,125	114,438	2,481,219	457,425
2030	2,932,323	2,368,305	2029	95,000	2.50%	9,125	7,938	112,063	2,480,368	451,956
2031	2,918,878	2,337,144	2030	100,000	2.50%	7,938	6,688	114,625	2,451,769	467,109
2032	2,803,353	1,571,206	2031	100,000	2.50%	6,688	5,438	112,125	1,683,331	1,120,022
2033	2,591,749	388,213	2032	105,000	2.50%	5,438	4,125	114,563	502,775	2,088,974
2034	2,585,702	288,141	2033	105,000	2.50%	4,125	2,813	111,938	400,078	2,185,624
2035	2,580,035	214,078	2034	110,000	2.50%	2,813	1,438	114,250	328,328	2,251,707
2036	2,574,729	212,625	2035	115,000	2.50%	1,438	0	116,438	329,063	2,245,667
2037	2,569,766	0	2036	0	2.50%	0	0	0	0	2,569,766
2038	2,565,129	0	2037	0	2.50%	0	0	0	0	2,565,129
2039	2,560,802	0	2038	0	2.50%	0	0	0	0	2,560,802
2040	2,556,768	0	2039	0	2.50%	0	0	0	0	2,556,768
2041	2,553,013	0	2040	0	2.50%	0	0	0	0	2,553,013
2042	2,453,744	0	2041	0	2.50%	0	0	0	0	2,453,744
2043	2,455,296	0	2042	0	2.50%	0	0	0	0	2,455,296
2044	2,456,848	0	2043	0	2.50%	0	0	0	0	2,456,848
		<u>47,833,009</u>		<u>1,800,000</u>		<u>277,250</u>	<u>277,250</u>	<u>2,354,500</u>	<u>50,187,509</u>	

Stauder, Barch & Associates, Inc.
Municipal Bond Financial and Marketing Consultants
3989 Research Park Drive
Ann Arbor, MI 48108
(734) 668-6688 Fax: (734) 668-6723

4/16/15
PRS

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



Hydro Station

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544-3690
Fax: (734) 544-3626
www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director-Residential Services
Michael Saranen, Hydro Operations

DATE: April 9, 2015

RE: Authorization of the Township Board to Support Construction of Tyler Pond Drawdown Project and to authorize YCUA to manage the project on the behalf of the Township.

In 2010, the Township received notice that the Tyler Dam structure needed to be addressed. Over the past 3 years, we have been working with Engineers to find the best route to deal with these DEQ concerns. More recently, we have been working toward the option of drawing down the dam and restoring it to a more natural "river-type" flow.

As we worked toward this solution, subsequently, YCUA planned to replace their utility bridge over Tyler Pond. These two projects became dependent on each other and have overlapping work. YCUA's plan was to utilize loan funding (SRF) to do their project and some of those funds can be used to benefit both projects, thus saving money for both parties if the work is done as one project.

For YCUA to proceed, the Township needs to commit to this construction of the project so that YCUA can finalize their plans in order to begin their work this fall. We are also asking that the Township Board authorize YCUA to be the project manager to oversee both projects. (see the memo from Scott Westover)

The construction (YCUA) is planned to begin in October and will take 6 to 9 months to complete. The cost to the Township has now been reduced down to an estimated \$950,000, almost all of which will be charged into 2016.

We will plan to budget for this in the 2016 budget year.



Dedicated to Providing Top Quality, Cost Effective, and
Environmentally Safe Water and Wastewater Services to Our Customers

YPSILANTI COMMUNITY UTILITIES AUTHORITY

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

April 10, 2015

VIA ELECTRONIC MAIL

Ms. Brenda Stumbo, Township Supervisor
CHARTER TOWNSHIP OF YPSILANTI
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Re: **Tyler Pond Trestle Replacement and Dam Modifications**
Construction Contract

Dear Ms. Stumbo:

This letter is written with regards to the construction contract for the replacement of the Authority utility bridge crossing Tyler Pond and the modifications to the Township-owned dam at the downstream end of the impoundment. As you are likely aware, the Authority and Township have been working together during the last several months to combine the two items into a mutually-beneficial single construction contract. A combined set of draft plans and specifications was recently submitted by the Authority to the Michigan Department of Environmental Quality in accordance with the requirements of the State Revolving Fund loan program, the funding source for the utility bridge work. The single construction contract for both the utility bridge and dam modifications will be administered by the Authority and will include SRF-eligible (YCUA funded) and ineligible (Township funded) categories of work. Please note that the current design for the utility bridge includes over \$350,000 of impoundment drawdown costs as SRF-eligible items. We look forward to continued collaboration with the Township to make this project a success. Should there be any questions, please don't hesitate to contact me.

Sincerely,



SDW Digital Signature

SCOTT WESTOVER, P.E., Engineering Manager
Ypsilanti Community Utilities Authority

cc w/encl.: Mr. Jeff Castro, YCUA
Mr. Jeff Allen, Charter Township of Ypsilanti
Mr. Michael Saranen, Charter Township of Ypsilanti
YCUA file

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015-9

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

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

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

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

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

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

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

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

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

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

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

Severability

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

Publication

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

Effective Date and Repeal of Conflicting Ordinances

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

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

ATTACHMENT A

K-11-12-100-007 - COMM NE COR SEC 12, TH S 01-27-26 W 33.00 FT TO THE NW COR OF SEC 7, T3S, R8E VAN BUREN TWP, WAYNE CO, MICHIGAN; TH N 87-37-30 E, 33.07 FT, TH S 01-27-26 W, 525.40 FT, TH N 89-58-35 W 1027.30 FT, TH S 00-01-25 W 892.33 FT, TH S 44-58-35 E 253.84 FT, TH S 89-58-35 E 787.98 FT, TH S 01-27-26 W 574.39 FT FOR A POB, TH S 01-27-26 W 477.35 FT, TH S 00-02-43 W 352.56 FT, TH S 89-42-46 W 141.66 FT, TH N 40.00 FT, TH N 75-54-30 W 404.79 FT, TH W 512.11 FT, TH N 00-02-00 E 418.67 FT, TH S 89-58-00 E 443.50 FT, TH N 45-02-00 E 69.30 FT, TH N 00-02-00 E 224.85 FT, TH S 89-58-00 E 565.84 FT TO THE POB. CONT 14.52 +/- AC PART OF E 1/2 SEC 12, T3S R7E, YPSILANTI TWP, WASHTENAW CO, MICHIGAN

TOGETHER WITH EASEMENT FOR ACCESS AND UTILITIES DESCRIBED AS:
COMM AT THE NE COR OF SEC 12, TH S 01-27-26 W 33.00 FT TO THE NW COR OF SEC 7, T3S R8E, VAN BUREN TWP, WAYNE CO, MICH; TH N 87-37-30 E 33.07 FT, TH S 01-27-26 W 525.40 FT, TH N 89-58-35 W 1027.30 FT, TH S 00-01-25 W 892.33 FT, TH S 44-58-35 E 253.84 FT, TH S 89-58-35 E 881.05 FT 1403.32 FT, TH S 89-42-46 W 261.75 FT, TH N, 40.00 FT, TH N 75-54-30 W 404.79 FT, TH W 6.46 FT FOR A POB; TH S 00-01-47 E 1771.07 FT, TH ALG THE ARC OF A CUR, CONCAVE TO THE SW, AN ARC DIST OF 7.73 FT, RAD 333.61 FT (CHD BEARS N 63-57-04 W, 7.73 FT) TO A PT OF TANGENT, TH N 64-36-55 W 158.38 FT, TH N 00-01-47 W 1699.78 FT, TH E 150.00 FT TO POB. T3S R7E YPSILANTI TWP, WASHTENAW CO, MICH

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: April 13, 2015
Re: Yankee Air Museum
PD Stage I Preliminary Site Plan and Rezoning

As the Board may be aware, the Township Planning Commission, held a public hearing to consider a recommendation to the Board for the PD Stage I and Rezoning application presented by the Yankee Air Museum. If approved, the Yankee Air Museum would relocate the headquarters from Van Buren Township to a portion of the former Bomber/GM Powertrain facility. The museum would also make a number of site improvements that would benefit the overall site.

At this time, as the presentation of the proposed plan made during the April 7th work session appeared well accepted, staff is now requesting that the Board consider taking formal action as it relates to the recommendation of approval for the PD Stage I and Rezoning application provided by the Planning Commission.

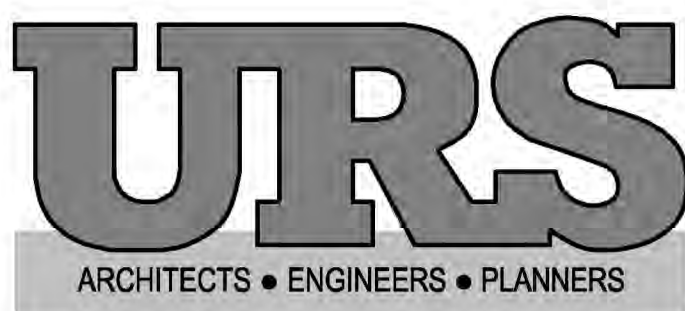
Please find attached a copy of the PD Stage I preliminary site plan along with the staff and consultant reviews relating to the project.

Recommendation:

Staff recommends that the Board of Trustee approve the first reading of the PD Stage I Preliminary Site plan and Rezoning from I-C Industrial Commercial to PD Planned Development to permit the establishment of the Yankee Air Museum within a 147,395 square-foot portion of the former GM Power Train/Willow Run Bomber Plant located at 1 Liberator Way, parcel K-11-12-100-007. Staff further recommends that the Board consider the following conditions as provided by the Planning Commission during their March 24, 2015 motion:

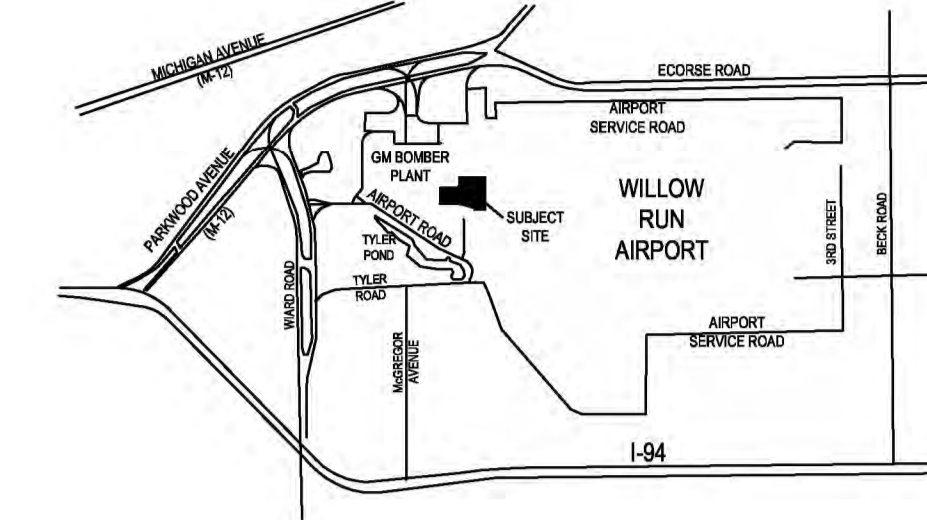
- All review comments provided to the applicant by the Township reviewing agents shall be resolved prior to PD Stage II consideration.

NATIONAL MUSEUM OF AVIATION AND TECHNOLOGY



3950 Sparks Drive, SE
Grand Rapids, MI 49546
United States
P: 616 574 8500 F: 616 574 8542
<http://www.URSCorp.com>

27777 Franklin Road, Suite 2000
Southfield, MI 48034
United States
P: 248 204 5900 F: 248 204 4270
<http://www.URSCorp.com>



LOCATION SKETCH
SCALE: 1" = 500'

- SHEET LIST**
- C000 COVER SHEET
 - C100 SITE PLAN
 - C200 OVERALL UTILITY & SITE ANALYSIS PLAN
 - C201 SITE UTILITY PLAN

LEGAL DESCRIPTION

PART OF THE EAST 1/2 OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND PART OF THE WEST 1/2 OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND RUNNING THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 33.07 FEET TO THE NORTHWEST CORNER OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE NORTH 87 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 33.07 FEET TO A POINT; THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG A LINE PARALLEL WITH THE LINE COMMON TO SAID SECTIONS 7 AND 12, A DISTANCE OF 325.40 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 1027.30 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 01 MINUTE 25 SECONDS WEST, A DISTANCE OF 892.33 FEET TO A POINT; THENCE SOUTH 44 DEGREES 59 MINUTES 35 SECONDS EAST, A DISTANCE OF 253.84 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 861.05 FEET, TO A POINT IN THE INTERIOR OF SAID SECTION 7; THENCE SOUTH, A DISTANCE OF 574.23 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING, SOUTH, A DISTANCE OF 629.09 FEET TO A POINT; THENCE SOUTH 69 DEGREES 42 MINUTES 45 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 261.75 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE NORTH, A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH 75 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 404.79 FEET TO A POINT; THENCE WEST, A DISTANCE OF 512.11 FEET TO A POINT; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 418.67 FEET TO A POINT; THENCE SOUTH 69 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 443.50 FEET TO A POINT; THENCE NORTH 45 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 69.30 FEET TO A POINT; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 224.85 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, CROSSING THE SECTION LINE COMMON TO SAID SECTIONS 12 AND 7, A DISTANCE OF 673.56 FEET TO THE POINT OF BEGINNING, CONTAINING 16.74 ACRES, MORE OR LESS, OF LAND IN AREA.

ZONING

CURRENT ZONING: INDUSTRIAL COMMERCIAL (I-C)
PROPOSED ZONING: PLANNED DEVELOPMENT

CURRENT LAND USE OF

SUBJECT PARCEL: INDUSTRIAL - VACANT
ADJACENT PARCELS:
NORTH: INDUSTRIAL - GM BOMBER PLANT
SOUTH: WILLOW RUN AIRPORT - HANGAR 1
EAST: WILLOW RUN AIRPORT
WEST: INDUSTRIAL - GM BOMBER PLANT

APPLICANT

YANKEE AIR MUSEUM
CONTACT: DENNIS NORTON
PHONE: 734-971-2759
EMAIL: DENORTON@NORTONDEVELOPMENT.COM

SHEET REVISIONS

MARK	DATE	DESCRIPTION
1		
2		
3		
4		
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NATIONAL MUSEUM OF AVIATION AND TECHNOLOGY

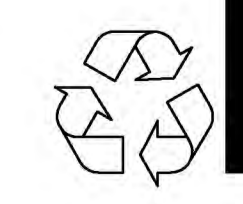
THE MICHIGAN AEROSPACE FOUNDATION
YANKEE AIR MUSEUM
BELLEVILLE, MICHIGAN

PROJECT ISSUE DATES

DATE	OWNER/UTILITY COORDINATION
12/11/04	OWNER/UTILITY COORDINATION
12/16/14	PRELIM. PD PRE-APP. CONF.
01/16/15	SITE PLAN APPROVAL

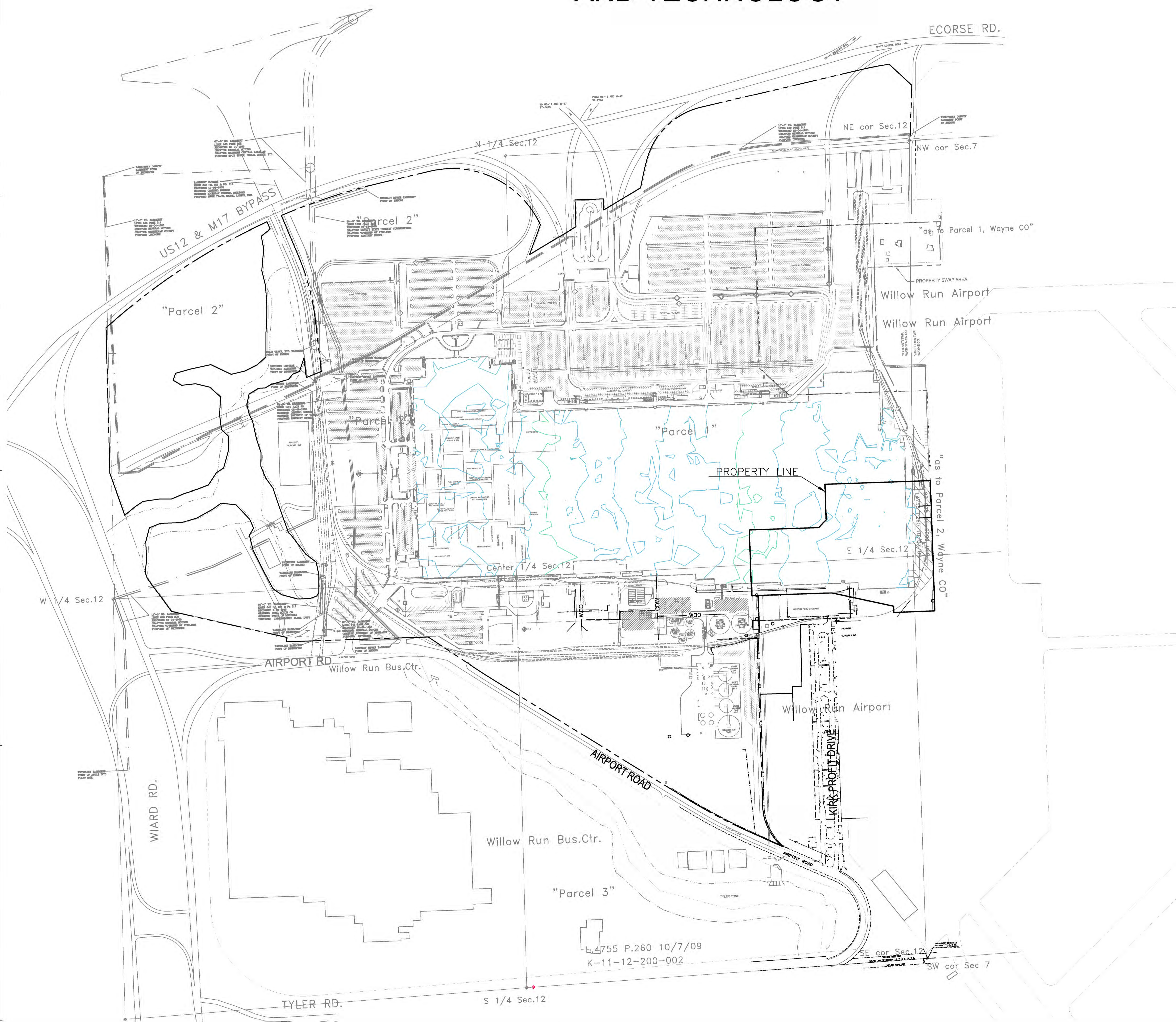
DRAWN BY: JPR
CHECKED BY: BEJ
MANAGER: FWG

URS PROJECT NO.
12944714
COVER SHEET



01/16/2015 6:41:09 AM

C-000
Copyright © 2015 URS Corporation, Inc., All Rights Reserved



M:\Projects\12944714\CADD\PILOT\C-000.DWG - January 16, 2015 - 6:41am Jim Rozema
 XREFS: [M:\Projects\12944714\CADD\UTIL\M42] [M:\Projects\12944714\CADD\CWL\CPV2] [M:\Projects\12944714\CADD\CWL\CPL1]

4755 P.260 10/7/09
K-11-12-200-002



YANKEE AIR MUSEUM CONCEPT 2

March 14, 2013



0' 500'

museum

parking



drop-off

Willow Run
Airport

GM Willow Run Plant

Airport Rd

Kirk Profit Dr

Rawsonville Rd

Ecorse Rd

General Motors Access

Northern Dr

E Michigan Dr

N Hydramatic Dr

Division Dr

W Hydra-Matic Dr

ort Dr



Red = Outline of the original Willow Run Bomber Plant

Willow Run Bomber Plant

All demolished except for one piece preserved by the Yankee Air Museum

Willow Run Airport Hangar 1

Roll Out Hangar of the Bomber Plant now preserved by the Yankee Air Museum - to be used for new museum building beginning in late 2017



STORYLINES, EXHIBITS AND FACILITIES OF THE NEW MUSEUM

The National Museum of Aviation and Technology will tell the story of American aviation—with special focus on the story of B-24 production in the Willow Run Bomber Plant. The Museum will promote, advance and explain the importance of American aviation and related aerospace technology, its role in our past and in our future, with emphasis on the visionary men and women who have moved technology and industry forward.

The purposes of the Museum are to:

1. Preserve the American and regional aviation heritage and tell its stories.
2. Preserve part of the Willow Run Bomber Plant for future generations; offer a historical interpretation of the structure and site that puts the extraordinary Willow Run story into its larger economic, social and cultural history context.
3. Create and present exciting, engaging, family-friendly exhibits and programs.
4. Attract, enthrall and educate young Americans; get them to become active learners in the fields of modern aviation, aerospace, math, science, engineering and technology giving them the opportunity to become the next generation of leaders in these fields through the pursuit of education and career opportunities in the STEM (Science, Technology, Engineering and Mathematics) fields.
5. Support regional economic development as a destination for travel and tourism and a compelling new venue for community, corporate and family events.



DESIGN CONCEPT. FINAL ARRANGEMENT, SCALE, AND FLOOR PLAN WILL VARY.



January 15, 2015

TENTATIVE PHASING SCHEDULE

- 2015/2016 PHASE 1 - STRUCTURAL BRACING & BUILDING RENOVATIONS
- NEW WALL ON NORTH AND WEST FACE OF BUILDING
 - GAS & ELECTRIC SERVICE TO HEAT & LIGHT THE BUILDING
- 2016-2017 PHASE 2 - SITE UTILITY INFRASTRUCTURE & BUILDING RENOVATIONS
- DOMESTIC & FIRE PROTECTION WATER SERVICES
 - SANITARY SEWER SERVICE
 - STORM SEWER
 - STORM WATER QUALITY
 - INTERIOR & EXTERIOR BUILDING RENOVATIONS
 - OTHER UTILITY IMPROVEMENTS AS REQUIRED

EXECUTION OF THE STORM SEWER AND STORM WATER TREATMENT CONSTRUCTION IS DEPENDENT ON RESULTS OF NEGOTIATIONS BETWEEN RACER TRUST AND WAYNE COUNTY AIRPORT AUTHORITY. THE SCOPE AND LOCATION OF THE SURFACE WATER DRAINAGE & TREATMENT FACILITIES ON THE SUBJECT PARCEL WILL NEED TO BE DESIGNED TO HANDLE AN UNDETERMINED QUANTITY OF RUNOFF FROM THE ADJACENT PROPERTIES AND THE FINAL DESIGN WILL BE MODIFIED AS REQUIRED TO ACCOMMODATE THE OFF-SITE CONTRIBUTING FLOW. DUE TO THE NATURE OF THE NEGOTIATIONS THE TIMING OF THIS WORK IS NOT ABLE TO BE DETERMINED.

- 2017-2018 PHASE 3 - BUILDING RENOVATIONS, SITE DEVELOPMENT & LANDSCAPING
- INTERIOR & EXTERIOR BUILDING RENOVATIONS
 - SITE LIGHTING
 - PAVING OPERATIONS
 - LANDSCAPE AND HARDSCAPE
 - OTHER EXTERIOR SURFACE IMPROVEMENTS AS REQUIRED AND/OR DESIRED
- REFER TO SHEET C-100 FOR PRELIMINARY PLANS

THE SCHEDULE PRESENTED HERE AND ANY WORK ACCOMPLISHED IN EACH PHASE OF THE PROJECT WILL BE DICTATED BY THE AVAILABLE FUNDS RECEIVED THROUGH DONATIONS AND FUNDRAISING EVENTS.

URS Corporation

3950 Sparks Drive
Grand Rapids, MI 49546
T: 616.574.8500
F: 616.574.8542
www.urscorp.com

DRAFT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2015 between CHARTER TOWNSHIP OF YPSILANTI, a municipal corporation organized and existing under the Constitution and laws of the State of Michigan (the "Township") and YANKEE AIR FORCE INC., a Michigan nonprofit corporation (the "Museum").

WITNESSETH:

WHEREAS, the Museum, as Buyer has executed a Purchase and Sale Agreement (the "Purchase and Sale Agreement") with a subsidiary of the Revitalizing Auto Communities Environmental Response Trust (the "Trust") as Seller to purchase a portion of the former Willow Run Powertrain Plant (the "Ypsilanti GM Plant") located at 2932 Ecorse Road, Charter Township of Ypsilanti, Michigan 48198, Tax Parcel ID No. _____ (the "Site"); and

WHEREAS, the Trust was created as part of the bankruptcy of General Motors and is mandated by Bankruptcy Court's Confirmation Order (as defined in the Purchase and Sale Agreement) to sell abandoned GM plants throughout the United States, including the Ypsilanti GM Plant, to purchasers which agree to redevelop abandoned former GM sites for productive use in a fashion to increase employment; and

WHEREAS, a condition precedent to the Trust's obligation to close the Purchase and Sale Agreement is the entry into the within Agreement between the Township, and the Museum; and

WHEREAS, the Township seeks to encourage the Museum to redevelop the Site in a manner compatible with the interests of the Township and in a cooperative fashion, and the Museum desires to redevelop the Site and to operate the property to enhance employment, tourism and economic development within the Township;

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. Renovation and Construction. The Museum agrees to promptly file its Building Permit Application, with required application fee, to the Township on the prescribed form, and to make all necessary filings with the Township, Washtenaw County and State of Michigan, if required, to obtain all necessary permits and certificates as required by law and the rules and regulations of the governing jurisdiction. The Township agrees to promptly issue to the Museum a building permit for the Museum Building upon compliance by the Museum with the foregoing, subject only to the limitation set forth in Section 2 below.

2. Redevelopment Plan. The Museum's Redevelopment Plan shall preserve as much as possible of the original Final Roll Out building which was part of the World War II Willow Run Bomber Plant to house a

Museum Building to be designed for effective and accessible reconfigured space of approximately 144,000 square feet (with a variance plus or minus subject to final engineering design) plus exterior exhibition display space, parking, access drives and aircraft ramp connection to Willow Run Airport.

The Township agrees that it will cooperate and assist Museum with required curb cuts, access to dedicated roads and traffic signalization to the Site, and to assist the Museum in gaining access (without tap-in or impact fees, other than nominal administrative fees) to existing Ypsilanti Community Utility Authority (YCUA) storm water retention and detention facilities, waste water treatment and potable water.

3. Redevelopment Plan Permitting.

- (a) Within _____ (___) days after issuance by the Township of the building permit, the Museum agrees to file a conceptual/preliminary site plan of its renovation and construction plans for the Site (the "Redevelopment Plan"). The Township agrees to expedite and promptly review the Redevelopment Plan within _____ (___) days thereafter in accordance with the Township's ordinances, rules and regulations. The Township agrees that it shall not change or propose any changes to the existing zoning except as necessary to accommodate operations of a nonprofit civic museum, land use, density, set back, side yard or similar requirement applicable to the Site which would be more restrictive upon the Museum.
- (b) Within _____ (___) days after approval of the Redevelopment Plan, or such later time as the Planning Commission has approved any variances required by the Museum for its Redevelopment Plan, the Museum will present for review by the Township preliminary architectural drawings for the renovation and construction. The Township agrees to expedite and promptly review the Museum's preliminary drawings within _____ (___) days thereafter in accordance with the Township's ordinances, rules and regulations. The Township understands and agrees that it will look favorably upon appropriate subdivision by the Museum of portions of the Site to accommodate the interests of prospective tenants and appropriate financing in accordance with the Township's ordinances and to recommend and join the Museum in seeking approval from other jurisdictions where necessary or desirable.
- (c) The Township agrees that if the final working drawings are substantially consistent with the preliminary architectural drawings as approved, the Township will cooperate with the Museum for the issuance of the required building permits from the Township. The Museum agrees to commence construction of the Redevelopment Plan within sixty (60) days after the issuance of the building permit and thereafter to proceed with diligence to complete construction of the Renovation Plan and subject to forces majeure.

The Township agrees to cooperate and join with the Museum in seeking approval from Washtenaw County, the State of Michigan and any other governmental agencies of the Redevelopment Plan and for economic inducements to make the Redevelopment Plan successful to the Township, the Museum and for tenants of the redeveloped site.

4. Voluntary Action Program. The Township agrees, upon request of the Museum, to cooperate with the application for brownfield funds and incentives, to obtain a no further action letter from the Michigan DEQ, and ultimately, if requested by the Museum, a covenant not to sue. The parties hereto recognize that it is critical to the successful redevelopment of the Site to assure to the purchaser, its successors and assigns, lenders and tenants that the Site as redeveloped will be compatible going forward with all applicable environmental laws.

5. Completion Guaranty. The Museum agrees prior to commencement of Redevelopment Plan to:

- (a) completion of the Redevelopment Plan to the point of the Township's issuance of a conditional certificate of occupancy, and
- (b) occupancy by the Museum to retain and create no less than 10 jobs located on the Site within a three (3) year period after the closing of the Purchase and Sale Agreement. The Museum shall have a right, to be exercised in writing prior to the expiration of the three (3) year period after closing, to an additional three (3) year extension period to meet the minimum employment standards.

6. Through-the-Fence Access. If requested, the Township agrees to cooperate and assist the Museum in gaining access from the airport property to south and/or north wall of the Museum Building with the intent of the Museum to store its flyable airplanes in the hangar portion of the Museum.

7. Historical Preservation. The Township agrees to cooperate with the Museum during renovation and construction to preserve certain existing real property fixture components of the Museum Building such as existing hangar doors, revolving turn-table (if in existence), safe vault doors, historical markers to name a few, but not limited hereto.

8. Inducements. The Township will cooperate and assist the Museum in securing available grants customary and useful inducements for the benefit of the Museum on the Site.

9. Remedies. In the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, within thirty (30) days after receipt of such notice, or in the event the default or breach cannot be cured within thirty (30) days, such longer period of time as may be reasonable. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time after such written notice, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

10. Force Majeure. Neither the Township nor the Museum shall be considered in default in their obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault, including but not limited to, acts of God or of the public enemy, acts of the federal or state government, acts or delays of the other party (not

the result of an act of delay by the Museum or Township, as applicable), fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes, but not including lack of financing or financial capacity by the Museum or the Township, it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this paragraph shall within thirty (30) days after the beginning of such enforced delay, notify the other party in writing thereof and of the cause thereof, and of the duration thereof, or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other party in writing of the duration of the delay.

11. Condition Precedent. The closing of the Purchase and Sale Agreement is a condition precedent to the effectiveness of this Agreement.

12. Entire Agreement. This Agreement represents the entire agreement between the Township and the Museum.

13. Amendments. This Agreement may not be amended or modified without the written approval of the Township and the Museum.

14. Township Approvals. For purposes of this Agreement, Township approvals shall mean the approval of each and every division, branch or sub-office of the Township, the consent or approval of which is required. The Township will in these regards act in good faith consistent with its governmental responsibilities.

15. Assignment of this Agreement. The Museum shall have the right to assign its rights and obligations hereunder to an affiliated legal entity of the Museum, effective upon written notice to the Township. All other assignments shall require the express written consent of the Township. The restrictions of this Section shall not apply to any redevelopment of the Site which is beyond the footprint of the Museum Building and parking lots. The restrictions shall no longer be effective after such time as the Museum has satisfied its obligations under Section 5 hereunder.

16. Maintenance of Construction Site. The Museum agrees that during the renovation and construction of the Site it will cooperate with the Township to make reasonable efforts to maintain the Site in a manner consistent with good management practices.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and the same document, and shall be binding on the signatories; and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHERE OF, the parties have hereunto set their hands as of the date first above written.

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

Signature

Date

By its: _____

**YANKEE AIR FORCE INC.,
a Michigan nonprofit corporation**

Signature

Date

By its: _____

DRAFT

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



Office of Community
Standards

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

February 18, 2015

Mr. Brian Johnson, PE
URS Architects, Engineers, Planners
3950 Sparks Drive, SE
Grand Rapids, MI 49546

Subject: PD Stage I – Rezoning and Preliminary Site Plan Review – Yankee Air Museum – 798 Kirk Profit Drive – Plan dated January 19, 2015 and received January 19, 2015

Dear Mr. Johnson:

Please be advised that this office has reviewed the plans for the proposed **Yankee Air Museum Proposal** in accordance with the procedures established by the Charter Township of Ypsilanti's adopted ordinances and applicable Michigan Law. The plan indicates the repurpose of a 147,395 square-foot former industrial facility in addition to a proposed 12,000 square-foot non-residential addition for the use as a public museum. The 16.74 acre subject site, located at 798 Kirk Profit Drive, is currently zoned IC, Industrial Commercial and is further identified by parcel number K-11-12-100-007.

Summary of Comments

The following list briefly summarizes the issues that must be addressed on the plans. As appropriate, a more detailed discussion follows in this letter or in documentation attached hereto.

1. The provided application requests the Township's consideration for the rezoning of the property from the current I-C, Industrial-Commercial designation to PD, Planned Development. The requested PD rezoning will require the Planning Commission to hold a public hearing before making a recommendation to the Board of Trustees for further consideration. The Board will then require two readings of a proposed resolution and ordinance prior to the adoption of the PD zoning designation.
2. A number of required plan details are required for this phase of the review. Please review zoning ordinance section 1916 for the required details.
3. All review comments provided by the Township or County reviewing agents shall be resolved prior to PD Stage II final approval.

Plan Details

Certain details are required to be included on every site plan. Please address the following detail deficiencies in revised plans:

1. Sample boards and color renderings shall be provided to the Planning Commission and Township Board for review and consideration.
2. Please include drainage arrows along the east side of the building.
3. Please provide an indication as to how the storm water will be treated and/or handled for this location. More in depth detail will be required during the detailed engineering phase of the project.
4. Please provide the dimensional notation for parking lot and building setbacks. The parking lot should maintain a minimum setback of not less than 10-feet from the property line.
5. The provided draft development agreement will be reviewed by Township staff and the Township Attorney. Comments as they relate to the development/PD agreement will be provided under separate cover.

Site Infrastructure

The infrastructure plans for the site have been reviewed in accordance with established procedures and design guidelines. The Township's consulting engineer, OHM, and the Ypsilanti Communities Utility Authority (YCUA) will provide comments prior to detailed engineering review.

Site Design Issues

We have considered the proposed building layout, required yard areas and setbacks from property lines, pedestrian access, site lighting and traffic circulation patterns on the site. Please address the following issues:

1. No site design related issues were noted during this review.

Parking, Loading and Traffic Circulation

Please address the following concerns related to proposed parking, loading and traffic circulation on the site:

1. Please provide this office with a copy of the recorded access easements that provide the ability to access Kirk Profit Drive.
2. Please provide parking calculations based on the size of the usable floor space and proposed use.

Site Landscaping

Please address the following concerns related to the proposed landscaping on the site:

1. Sheet C-100 notes the installation of "Raised Landscape Islands" located throughout the site though the narrative states that "The project does not proposed to install any new vegetation due to the presence of contaminates on the site". As these two notes seem to be in conflict, please revise the plans accordingly. It is

strongly recommended that every effort be made to make provisions for the planting of landscape materials.

Other Agency Reviews and Comments

Plan reviews are coordinated with other agencies involved in approving plans for development. Typically those other agencies **may** include one or more of the following entities:

1. Washtenaw County Road Commission
2. Washtenaw County Water Resources Commissioner
3. Ypsilanti Township Fire Marshal
4. Ypsilanti Community Utilities Authority (YCUA)
5. Orchard, Hiltz and McCliment – Twp Engineer
6. Wayne County Airport Authority

Sincerely,



Joseph Lawson
Planning Director

cc: Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Ron Fulton, Building Director
Vic Chevrette, Fire Marshal
W. Douglas Winters, Attorney
Scott Westover, P.E., YCUA
Matt Parks, P.E., OHM

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

.....
Site Plan Review Report – Planned Development (PD) Stage 1 & Rezoning / Site Utility Plan
.....

Date: March 24, 2015
Business Name: Yankee Air Museum
Business Address: 798 Kirk Profit Drive – Ypsilanti, MI 48197
Contractor: URS, 3950 Sparks Drive SE, Grand Rapids, MI 49546
Plans Dated: 1/16/2015
Job No. 12944714

Applicable Codes: International Fire Code 2009
Reviewed By: Eric Copeland, Fire Chief

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

1. Proposed building construction plan (Phase 3) to meet IFC 2009, NFPA 13 and NFPA 72 requirements.
2. Phase (2) relocation and/or installation of new hydrants required to meet IFC 2009 and YCUA specifications.
3. New hydrant flow and Fire Protection water supply to meet IFC 2009, NFPA 13, NFPA 72 and YCUA specifications.
4. These plans as submitted meet all local codes and standards.

.....
Status of Plans:

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

Remarks:

- 1) Awaiting Stage 2 or Phase 2 - Site Utility Infrastructure & Building renovation plans.

.....
Respectfully submitted,



Eric Copeland, Fire Chief
Charter Township of Ypsilanti Fire Department

One (1) set of these plans will be retained by the Fire Department, one (1) set forwarded to the mechanical inspector; three (3) sets are available for pick up with the permit.



YANKEE AIR MUSEUM CONCEPT 2

March 14, 2013



0' 500'

museum

parking



drop-off

Willow Run
Airport

GM Willow Run Plant

Airport Rd

Kirk Profit Dr



Red = Outline of the original Willow Run Bomber Plant

Willow Run Bomber Plant

All demolished except for one piece preserved by the Yankee Air Museum

Willow Run Airport Hangar 1

Roll Out Hangar of the Bomber Plant now preserved by the Yankee Air Museum - to be used for new museum building beginning in late 2017



STORYLINES, EXHIBITS AND FACILITIES OF THE NEW MUSEUM

The National Museum of Aviation and Technology will tell the story of American aviation—with special focus on the story of B-24 production in the Willow Run Bomber Plant. The Museum will promote, advance and explain the importance of American aviation and related aerospace technology, its role in our past and in our future, with emphasis on the visionary men and women who have moved technology and industry forward.

The purposes of the Museum are to:

1. Preserve the American and regional aviation heritage and tell its stories.
2. Preserve part of the Willow Run Bomber Plant for future generations; offer a historical interpretation of the structure and site that puts the extraordinary Willow Run story into its larger economic, social and cultural history context.
3. Create and present exciting, engaging, family-friendly exhibits and programs.
4. Attract, enthrall and educate young Americans; get them to become active learners in the fields of modern aviation, aerospace, math, science, engineering and technology giving them the opportunity to become the next generation of leaders in these fields through the pursuit of education and career opportunities in the STEM (Science, Technology, Engineering and Mathematics) fields.
5. Support regional economic development as a destination for travel and tourism and a compelling new venue for community, corporate and family events.



DESIGN CONCEPT. FINAL ARRANGEMENT, SCALE, AND FLOOR PLAN WILL VARY.



January 15, 2015

TENTATIVE PHASING SCHEDULE

- 2015/2016 PHASE 1 - STRUCTURAL BRACING & BUILDING RENOVATIONS
- NEW WALL ON NORTH AND WEST FACE OF BUILDING
 - GAS & ELECTRIC SERVICE TO HEAT & LIGHT THE BUILDING
- 2016-2017 PHASE 2 - SITE UTILITY INFRASTRUCTURE & BUILDING RENOVATIONS
- DOMESTIC & FIRE PROTECTION WATER SERVICES
 - SANITARY SEWER SERVICE
 - STORM SEWER
 - STORM WATER QUALITY
 - INTERIOR & EXTERIOR BUILDING RENOVATIONS
 - OTHER UTILITY IMPROVEMENTS AS REQUIRED

EXECUTION OF THE STORM SEWER AND STORM WATER TREATMENT CONSTRUCTION IS DEPENDENT ON RESULTS OF NEGOTIATIONS BETWEEN RACER TRUST AND WAYNE COUNTY AIRPORT AUTHORITY. THE SCOPE AND LOCATION OF THE SURFACE WATER DRAINAGE & TREATMENT FACILITIES ON THE SUBJECT PARCEL WILL NEED TO BE DESIGNED TO HANDLE AN UNDETERMINED QUANTITY OF RUNOFF FROM THE ADJACENT PROPERTIES AND THE FINAL DESIGN WILL BE MODIFIED AS REQUIRED TO ACCOMMODATE THE OFF-SITE CONTRIBUTING FLOW. DUE TO THE NATURE OF THE NEGOTIATIONS THE TIMING OF THIS WORK IS NOT ABLE TO BE DETERMINED.

- 2017-2018 PHASE 3 - BUILDING RENOVATIONS, SITE DEVELOPMENT & LANDSCAPING
- INTERIOR & EXTERIOR BUILDING RENOVATIONS
 - SITE LIGHTING
 - PAVING OPERATIONS
 - LANDSCAPE AND HARDSCAPE
 - OTHER EXTERIOR SURFACE IMPROVEMENTS AS REQUIRED AND/OR DESIRED
- REFER TO SHEET C-100 FOR PRELIMINARY PLANS

THE SCHEDULE PRESENTED HERE AND ANY WORK ACCOMPLISHED IN EACH PHASE OF THE PROJECT WILL BE DICTATED BY THE AVAILABLE FUNDS RECEIVED THROUGH DONATIONS AND FUNDRAISING EVENTS.

URS Corporation

3950 Sparks Drive
Grand Rapids, MI 49546
T: 616.574.8500
F: 616.574.8542
www.urscorp.com

DRAFT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2015 between CHARTER TOWNSHIP OF YPSILANTI, a municipal corporation organized and existing under the Constitution and laws of the State of Michigan (the "Township") and YANKEE AIR FORCE INC., a Michigan nonprofit corporation (the "Museum").

WITNESSETH:

WHEREAS, the Museum, as Buyer has executed a Purchase and Sale Agreement (the "Purchase and Sale Agreement") with a subsidiary of the Revitalizing Auto Communities Environmental Response Trust (the "Trust") as Seller to purchase a portion of the former Willow Run Powertrain Plant (the "Ypsilanti GM Plant") located at 2932 Ecorse Road, Charter Township of Ypsilanti, Michigan 48198, Tax Parcel ID No. _____ (the "Site"); and

WHEREAS, the Trust was created as part of the bankruptcy of General Motors and is mandated by Bankruptcy Court's Confirmation Order (as defined in the Purchase and Sale Agreement) to sell abandoned GM plants throughout the United States, including the Ypsilanti GM Plant, to purchasers which agree to redevelop abandoned former GM sites for productive use in a fashion to increase employment; and

WHEREAS, a condition precedent to the Trust's obligation to close the Purchase and Sale Agreement is the entry into the within Agreement between the Township, and the Museum; and

WHEREAS, the Township seeks to encourage the Museum to redevelop the Site in a manner compatible with the interests of the Township and in a cooperative fashion, and the Museum desires to redevelop the Site and to operate the property to enhance employment, tourism and economic development within the Township;

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. Renovation and Construction. The Museum agrees to promptly file its Building Permit Application, with required application fee, to the Township on the prescribed form, and to make all necessary filings with the Township, Washtenaw County and State of Michigan, if required, to obtain all necessary permits and certificates as required by law and the rules and regulations of the governing jurisdiction. The Township agrees to promptly issue to the Museum a building permit for the Museum Building upon compliance by the Museum with the foregoing, subject only to the limitation set forth in Section 2 below.

2. Redevelopment Plan. The Museum's Redevelopment Plan shall preserve as much as possible of the original Final Roll Out building which was part of the World War II Willow Run Bomber Plant to house a

Museum Building to be designed for effective and accessible reconfigured space of approximately 144,000 square feet (with a variance plus or minus subject to final engineering design) plus exterior exhibition display space, parking, access drives and aircraft ramp connection to Willow Run Airport.

The Township agrees that it will cooperate and assist Museum with required curb cuts, access to dedicated roads and traffic signalization to the Site, and to assist the Museum in gaining access (without tap-in or impact fees, other than nominal administrative fees) to existing Ypsilanti Community Utility Authority (YCUA) storm water retention and detention facilities, waste water treatment and potable water.

3. Redevelopment Plan Permitting.

- (a) Within _____ (____) days after issuance by the Township of the building permit, the Museum agrees to file a conceptual/preliminary site plan of its renovation and construction plans for the Site (the "Redevelopment Plan"). The Township agrees to expedite and promptly review the Redevelopment Plan within _____ (____) days thereafter in accordance with the Township's ordinances, rules and regulations. The Township agrees that it shall not change or propose any changes to the existing zoning except as necessary to accommodate operations of a nonprofit civic museum, land use, density, set back, side yard or similar requirement applicable to the Site which would be more restrictive upon the Museum.
- (b) Within _____ (____) days after approval of the Redevelopment Plan, or such later time as the Planning Commission has approved any variances required by the Museum for its Redevelopment Plan, the Museum will present for review by the Township preliminary architectural drawings for the renovation and construction. The Township agrees to expedite and promptly review the Museum's preliminary drawings within _____ (____) days thereafter in accordance with the Township's ordinances, rules and regulations. The Township understands and agrees that it will look favorably upon appropriate subdivision by the Museum of portions of the Site to accommodate the interests of prospective tenants and appropriate financing in accordance with the Township's ordinances and to recommend and join the Museum in seeking approval from other jurisdictions where necessary or desirable.
- (c) The Township agrees that if the final working drawings are substantially consistent with the preliminary architectural drawings as approved, the Township will cooperate with the Museum for the issuance of the required building permits from the Township. The Museum agrees to commence construction of the Redevelopment Plan within sixty (60) days after the issuance of the building permit and thereafter to proceed with diligence to complete construction of the Renovation Plan and subject to forces majeure.

The Township agrees to cooperate and join with the Museum in seeking approval from Washtenaw County, the State of Michigan and any other governmental agencies of the Redevelopment Plan and for economic inducements to make the Redevelopment Plan successful to the Township, the Museum and for tenants of the redeveloped site.

4. Voluntary Action Program. The Township agrees, upon request of the Museum, to cooperate with the application for brownfield funds and incentives, to obtain a no further action letter from the Michigan DEQ, and ultimately, if requested by the Museum, a covenant not to sue. The parties hereto recognize that it is critical to the successful redevelopment of the Site to assure to the purchaser, its successors and assigns, lenders and tenants that the Site as redeveloped will be compatible going forward with all applicable environmental laws.

5. Completion Guaranty. The Museum agrees prior to commencement of Redevelopment Plan to:

- (a) completion of the Redevelopment Plan to the point of the Township's issuance of a conditional certificate of occupancy, and
- (b) occupancy by the Museum to retain and create no less than 10 jobs located on the Site within a three (3) year period after the closing of the Purchase and Sale Agreement. The Museum shall have a right, to be exercised in writing prior to the expiration of the three (3) year period after closing, to an additional three (3) year extension period to meet the minimum employment standards.

6. Through-the-Fence Access. If requested, the Township agrees to cooperate and assist the Museum in gaining access from the airport property to south and/or north wall of the Museum Building with the intent of the Museum to store its flyable airplanes in the hangar portion of the Museum.

7. Historical Preservation. The Township agrees to cooperate with the Museum during renovation and construction to preserve certain existing real property fixture components of the Museum Building such as existing hangar doors, revolving turn-table (if in existence), safe vault doors, historical markers to name a few, but not limited hereto.

8. Inducements. The Township will cooperate and assist the Museum in securing available grants customary and useful inducements for the benefit of the Museum on the Site.

9. Remedies. In the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, within thirty (30) days after receipt of such notice, or in the event the default or breach cannot be cured within thirty (30) days, such longer period of time as may be reasonable. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time after such written notice, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

10. Force Majeure. Neither the Township nor the Museum shall be considered in default in their obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault, including but not limited to, acts of God or of the public enemy, acts of the federal or state government, acts or delays of the other party (not

the result of an act of delay by the Museum or Township, as applicable), fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes, but not including lack of financing or financial capacity by the Museum or the Township, it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this paragraph shall within thirty (30) days after the beginning of such enforced delay, notify the other party in writing thereof and of the cause thereof, and of the duration thereof, or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other party in writing of the duration of the delay.

11. Condition Precedent. The closing of the Purchase and Sale Agreement is a condition precedent to the effectiveness of this Agreement.

12. Entire Agreement. This Agreement represents the entire agreement between the Township and the Museum.

13. Amendments. This Agreement may not be amended or modified without the written approval of the Township and the Museum.

14. Township Approvals. For purposes of this Agreement, Township approvals shall mean the approval of each and every division, branch or sub-office of the Township, the consent or approval of which is required. The Township will in these regards act in good faith consistent with its governmental responsibilities.

15. Assignment of this Agreement. The Museum shall have the right to assign its rights and obligations hereunder to an affiliated legal entity of the Museum, effective upon written notice to the Township. All other assignments shall require the express written consent of the Township. The restrictions of this Section shall not apply to any redevelopment of the Site which is beyond the footprint of the Museum Building and parking lots. The restrictions shall no longer be effective after such time as the Museum has satisfied its obligations under Section 5 hereunder.

16. Maintenance of Construction Site. The Museum agrees that during the renovation and construction of the Site it will cooperate with the Township to make reasonable efforts to maintain the Site in a manner consistent with good management practices.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and the same document, and shall be binding on the signatories; and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHERE OF, the parties have hereunto set their hands as of the date first above written.

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

Signature

Date

By its: _____

**YANKEE AIR FORCE INC.,
a Michigan nonprofit corporation**

Signature

Date

By its: _____

DRAFT



Dedicated to Providing Top Quality, Cost Effective, and
Environmentally Safe Water and Wastewater Services to Our Customers

YPSILANTI COMMUNITY UTILITIES AUTHORITY

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

April 1, 2015

VIA ELECTRONIC MAIL

Mr. Joe Lawson, Planning Director
CHARTER TOWNSHIP OF YPSILANTI
7200 S. Huron River Drive
Ypsilanti, MI 48197

Re: PD Stage I Review #1
Yankee Air Museum
Charter Township of Ypsilanti (Plan Date: 01-19-2015)

Dear Mr. Lawson:

In response to the memorandum from your office dated February 23, 2015, we have reviewed the referenced plans with regards to water supply and wastewater system design. The plans are acceptable to the Authority for this stage of review. Should there be any questions please contact this office.

Sincerely,



SCW Digital Signature

SCOTT WESTOVER, P.E., Engineering Manager
Ypsilanti Community Utilities Authority

cc.: Mr. Jeff Castro
Mr. Bob Fry
Mr. Eric Copeland (Township Fire Department)
Mr. Matt Parks, P.E. (Township Engineer)
Mr. Dennis Norton (Applicant)
Mr. Brian Johnson, P.E. (Applicant's design engineer)

G:\CDproj\YpsiTwp\2013 - Yankee Air Museum (RACER)\PD Stage I Rev#1.docx

March 19, 2015

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

RE: Planned Development (PD – Stage I) Plan Review #1
Yankee Air Museum

Dear Mr. Lawson:

We have reviewed the plans for the proposed Yankee Air Museum located at 798 Kirk Profit Drive, adjacent to the Willow Run Airport. The plans propose renovations to two existing buildings, one 130,526-sft building and one 16,869-sft building, as well as a new 12,000-sft lobby, underground utility improvements, and paving improvements.

The plans were reviewed by this office with respect to the Ypsilanti Township Engineering Standards. At this time, the plans are recommended as noted for PD – Stage I plan review. We understand that this is a conceptual site plan review and we recommend the following comments below be considered for future submittals and be finalized in the detailed engineering review prior to the PD – Stage II submittal.

PD-I COMMENTS:

- ▶ A removal sheet clearly indicating removal limits for pavement, underground utilities, and demolition of buildings, should be included in future submittals.
- ▶ A detailed grading sheet should be provided, including spot elevations, to ensure proper drainage of the site is achieved. It is anticipated that additional storm sewer pipe and structures will be necessary for the western parking lot.
- ▶ We understand that there is coordination between adjacent property owners, RACER Trust and Willow Run Airport, as well as the MDEQ and YCUA, to meet stormwater management and ground water treatment requirements. We note that a description is provided on the plans; however, a more complete narrative of how this site ties into the RACER Trust site, and the limitations on developing this parcel due to the underlying contamination, shall be included in the plan set. There are many parties involved and it is highly recommended that this detail is captured on the PD – Stage I plan set as a condition of approval.

The following is a listing of the permits and other outside agency reviews that will likely be required for construction of this plan. Copies of all permits and outside agency reviews and/or waiver letters shall be sent to the Ypsilanti Township Office of Community Standards Department and OHM Advisors (email: matt.parks@ohm-advisors.com).



- ▶ Coordination with YCUA as well as review and approval for the removal of the existing water and sanitary sewer service leads. Tie-ins for the private water main and sewer leads will also require their approval. In addition, an MDEQ (Act 399) permit for drinking water systems will be required.
- ▶ A soil erosion and sedimentation control permit shall be secured from the Ypsilanti Township Office of Community Standards.
- ▶ The Ypsilanti Township Fire Department shall review the plans with regards to the circulation and all fire protection aspects.
- ▶ The Township's Planner will inspect the landscaping for this site.
- ▶ If dewatering should be needed, the contractor/applicant shall be responsible for obtaining necessary approvals from the Township and the Township Engineer, permission from all impacted adjacent properties and/or permits from MDOT, WCWRC's Office, or the WCRC.
- ▶ Record plans shall be provided to the Township Engineer, following the completion of construction of all project phases.

Should you have any questions regarding this matter, please contact Jessica Howard or Matt Parks at (734) 522-6711.

OHM Advisors

Matthew D. Parks, P.E.

Jessica L. Howard

cc: Brenda Stumbo, Charter Township of Ypsilanti
Karen Lovejoy-Roe, Charter Township of Ypsilanti
Larry Doe, Charter Township of Ypsilanti
Lisa Garrett, Charter Township of Ypsilanti
Scott Miller, P.E., Washtenaw County Water Resources Commissioner's Office
Scott Westover, P.E. YCUA
Brian Johnson, URS, 3950 Sparks Dr., SE, Grand Rapids, MI 9546
Dennis Norton, The Michigan Aerospace Foundation (via email)
Grant Trigger, RACER Trust (via email)

File: P:\0000_0100\SITE_YpsilantiTwp\2015\0098151000_Yankee_Air_Museum\MUNI\SITE\Yankee_PDI_3-19-15.docx

Zimbra**jlawson@ytown.org**

Yankee Air Museum

From : Streight, Gary <streightg@wcroads.org>

Tue, Mar 24, 2015 01:42 PM

Subject : Yankee Air Museum**To :** Rozema, Jim (jim.rozema@aecom.com)
<jim.rozema@aecom.com>**Cc :** Joe Lawson <jlawson@ytown.org>, MacDonell,
Matt <macdonellm@wcroads.org>

Mr. Rozema,

The above site plan has been reviewed and driveway access improvements will not be required. The amount of traffic generated by the site is far lower than what the surrounding road network can handle. A permit for the new use will be required and may be issued by our office. Once the permit is ready for issuance I will contact you to sign for the permit and pick it up. If you have any questions please feel free to contact me.

Sincerley,

Gary Streight
Project Manager
Washtenaw County Road Commission
(734) 761-1500 Main
(734) 327-6692 Desk
(734) 761-3737 Fax
streightg@wcroads.org

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015-10

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

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

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

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

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

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO. 2015-445

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

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

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

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

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

Severability

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

Publication

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

Effective date and repeal of conflicting Ordinances

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

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

ATTACHMENT A

K-11-02-275-022 - COMM AT THE CENTER OF SEC 2, TH S 88-44-20 W 688.34 FOR A POB. TH S 88-44-20 W 113.96 FT, TH N 0-26-00 W 33 FT, TH S 88-44-20 W 44.54 FT, TH N 0-26-00 W 392.59 FT, TH N 1-18-00 W 34.64 FT TH N 88-53-00 E 247.20 FT, TH S 1-8-40 E 245.57 FT, TH S 88-44-20 W 94.47 FT, TH S 1-17-20 E 214 FT TO THE POB CONT 2.14 +/- AC. T3S R7E WASHTENAW COUNTY MICHIGAN

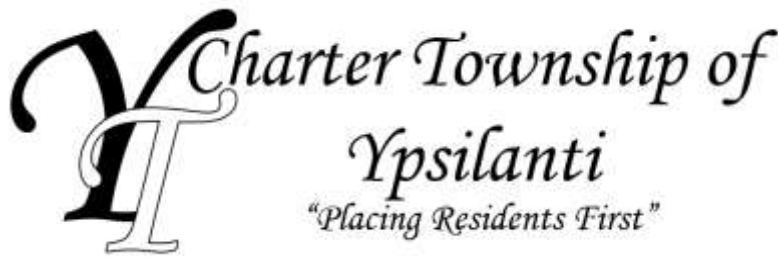
K-11-02-275-009: YP#2-2K: PARCEL L - COM AT CENT OF SEC, TH S 88 DEG 44' 20" W 248.34 FT; TH NORTH 1 DEG 17' 20" W 684.53 FT; TH SOUTH 89 DEG 11' 45" W 439.41 FT FOR PL OF BEG; TH S 68 DEG 40' W 295.92 FT; TH N 21 DEG 08' 55" W 194.78 FT; TH N 69 DEG 29' 50" E 296.48 FT; TH S 21 DEG 02' 10" E 25.86 FT; TH S 20 DEG 57' 40" E 164.45 FT TO PL OF BEG. BEING PART OF NW 1/4 SEC 2, T3S-R7E, 1.31 AC.

K-11-02-275-010: YP#2-1F-2: COM AT CENT OF SEC, TH S 88-44-20 W 248.34 FT ALONG CENT LINE OF HOLMES RD & E-W 1/4 LINE; TH N 01-17-20 W 458.74 FT ALONG CENT LINE OF MIDWAY BLVD; TH S 88-53-00 W 592.12 FT FOR PL OF BEG; TH CONT S 88-53-00 W 79.68 FT; TH N 20-08-55 W 134.17 FT; TH N 68-40-00 E 82.88 FT; TH S 18-18-30 E 161.93 FT TO PL OF BEG. BEING PART OF NW 1/4, SEC 2, T3S-R7E. 0.275 AC. (877.23 SQUARE FEET OF THE ABOVE DESCRIBED PROPERTY, LOCATED IN THE SOUTHERN PORTION OF THE DESCRIPTION, IS INCLUDED IN PARCEL K-11-02-275-007 AS CONFIRMED BY DESCRIPTION RECORDED IN L-4397 P-62 & L3670 P-274)

K-11-02-275-011: YP#2-2H-2 COM AT CENT OF SEC, TH S 88 DEG 44' 20" W 248.34 FT ALONG E & W 1/4 LINE & CENTLINE OF HOLMES RD, TH N 1 DEG 17' 20" W 458.74 FT ALONG CENT LINE OF MIDWAY BLVD, TH S 88 DEG 53' W 344.92 FT FOR A PL OF BEG, TH CONT S 88 DEG 53' W 247.2 FT, TH N 18 DEG 18' 30" W 161.93 FT, TH N 68 DEG 40' E 213.04 FT, TH N 89 DEG 11' 45" E 95.04 FT, TH S 1 DEG 08' 40" E 227.79 FT TO THE PL OF BEG, BEING PART OF NW 1/4 SEC 2 T3S-R7E 1.29 AC.

K-11-02-275-016: YP#2-2H-1: COM AT CENT OF SEC, TH S 88-44-20 W 248.34 FT; TH N 01-17-20 W 458.74 FT FOR A PL OF BEG; TH S 88-53-00 W 344.92 FT; TH N 01-08-40 W 227.79 FT; TH N 89-11-45 E 344.37 FT; TH S 01-17-20 E 225.74 FT TO THE PL OF BEG. BEING PART OF NW 1/4 SEC 2, T3S-R7E, 1.79 AC.

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: April 17, 2015
Re: Request to Rezoning Parcels K-11-02-275-009, -010,-011 and -016 from RM-2, multi-family residential to IRO, Industrial Research and Office and parcel K-11-02-275-022 from B-3, general business to IRO, Industrial Research and Office

As the Board may be aware, on March 24, 2015 the Township Planning Commission held a public hearing to consider the application of Abhinand Lath representing Anuttra, LLC (Sensitile) requesting the approval to rezone 5 separate parcels noted by the following parcel identification numbers; K-11-02-275-009, -010, -011, -016 and -022.

During the public hearing, the neighboring property owners expressed their concerns relating to the potential for additional noise, odor and traffic associated with the requested rezoning. Though such concerns are generally noted during the site plan review process, the applicant assured the neighboring property owners that the proposed site plan application would take into consideration all of their concerns.

As with any application for rezoning, staff reviewed the application in relation to the surround zoning and land uses, the future land use goals of the Township and the future land use map adopted as part of the overall Township Master Plan.

During this review, staff confirmed that the requested rezoning application met the goals and objectives of the Township Master Plan, including the future land use map.

I have attached a copy of the staff report that was provided to the Commission for their review and consideration.

At the conclusion of the public hearing, the Commission filed the following motion, which will require an amendment to the parcel numbers due to a clerical error, recommending approval of the application to the Board of Trustees:

Motion by Kreig to recommend approval to the Board of Trustees, request of Mr. Abhinand Lath to re-zone parcels K-11-02-275-009, -010, -011, -016, and -022 (corrected from -012) to IRO, Industrial Research and Office, as the request is consistent with the criteria established in the Township zoning ordinance, section 2704, criteria for amendment to the zoning map.

Support: Peterson

Motion Carries: All

Recommendation:

Staff recommends that the Board of Trustee approve the first reading of the petition to rezone the properties noted within the planning commission recommendation dated March 24, 2015 from B-3, general business and RM-2, multi-family residential to IRO, Industrial, Research and Office. This recommendation is based upon the opinion of staff and the Commission that the petition is consistent with the criteria established within section 2704 of the Township Zoning Ordinance

Should you have any questions or concerns prior to meeting date, please feel free to contact me at your convenience.



Office of Community Standards

Staff Report Petition to Rezone Real Property Recommendation to the Township Board 1735 Holmes Road

March 24, 2015

CASE LOCATION AND SUMMARY

A petition has been filed with the Office of Community Standards requesting consideration to rezone 5 parcels containing approximately 6.27 acres. 4 of the 5 parcels are vacant currently zoned RM-2, multi-family residential while the remaining parcel is currently occupied by the existing research and manufacturing facility and is zoned B-3, general business. The applicant is requesting a zoning change for all included parcels to IRO, Industrial, Research and Office in order to permit the expansion of the existing facility.

APPLICANT

Abhinand Lath
1735 Holmes Road
Ypsilanti, MI 48198

CROSS REFERENCES

Zoning Ordinance citations:

- Article XXVII; Section 2701 – Changes and Amendments
- Article XIII; Section 1300 – IRO Industrial, Research and Office District

SUBJECT SITE USE, ZONING AND COMPREHENSIVE PLAN

The Comprehensive Plan designates this site for Research development. The subject properties are currently zoned RM-2, multi-family residential and B-3, general business. The B-3 portion of the subject area is currently utilized for the Sensitile research and manufacturing facility. The remaining portion of the property, zoned RM-2 is currently vacant.

ADJACENT USES, ZONING AND COMPREHENSIVE PLAN

Direction	Use	Zoning	Master Plan
North	Vacant	RM2	Research
South	SF Residential	R-5	SFR5
East	Church Use	B-3	Research
West	Shopping Center	B-3	Commercial

ANALYSIS

Section 2704 of the Zoning Ordinance provides criteria for amendment of the zoning map. This review is based on those rezoning criteria and the most recent Master Plan update.

a. *Consistency with the goals, policies and future land use map of the Charter Township of Ypsilanti Master Plan, including any sub-area or corridor plans. If conditions have changed since the master plan was adopted, the rezoning may be found to be consistent with recent development trends in the area.*

- The requested rezoning is consistent with the Future Land Use Map of the Township Master Plan which recommends “Research” uses for the subject properties. This rezoning request is also consistent with the goals stated in the Plan.

b. *Compatibility of the site's physical, geological, hydrological and other environmental features with all uses permitted in the proposed zoning district compared to uses permitted under current zoning.*

- There is no evidence indicating that the site contains any environmental features that would restrict development under either the current or proposed zoning designations.

c. *Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one of the uses permitted under the current zoning.*

- The current facility located at 1735 Holmes Road is unable to expand due to a lack of properly zoned property. The property noted within this application would not be available to a non-residential development without the requested zoning amendment.

d. *The compatibility of all uses permitted in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values compared to uses permitted under current zoning.*

- As the proposed IRO zoning designation prohibits the outdoor storage of goods or materials, the impact to any neighboring property will be limited. The property located to the west is a large commercial shopping center; property to the east is a church that will not be impacted by the proposed development. The property to the north is generally owned by the Township and is master planned for additional research uses. It should be noted that there is a single-family residential dwelling unit located at the intersection of Ware Court and Midway. This particular property may

- be the only property that may be impacted to some extent. Staff has informed the applicant that should the proposal be approved, additional buffering will be required between the proposed use and the existing residential structure.
- e. *The capacity of township utilities and services are sufficient to accommodate all the uses permitted in the requested district without compromising the health, safety and welfare of the township.*
- Public water and sewer and other necessary utilities are available in this area to serve the site. Commercial uses on this site will not create a significant increase in demand for utilities. However, we defer to the engineering consultant and the Ypsilanti Community Utilities Authority for more detailed analysis of utility impacts. Storm water drainage will also need to be addressed with the site plan. In reviewing the conceptual site plan submitted for the site, no utility deficiencies have been identified.
- f. *The capacity of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district. A traffic impact study in accordance with the requirements of the township traffic impact study ordinance shall be provided if the proposed rezoning district permits uses that could generate 100 or more directional trips during the peak hour, or at least 1,000 more trips per day than the majority of the uses that could be developed under the current zoning, as determined by the community and economic development department.*
- A traffic impact study was not required for this proposal due to a negligible increase in traffic. A minor increase is anticipated with this application as it relates to the additional employees needed to service this site. This increase is far less than the 100 peak hour trips noted by the ordinance to require a traffic impact study.
- g. *The apparent demand for the types of uses permitted in the requested zoning district in the township, and surrounding area, in relation to the amount of land in the township, and surrounding area, currently zoned and available to accommodate the demand.*
- The majority of the property noted within this request is currently vacant with the exception of the property currently housing the Sensitile Facility. There is no available land available in the immediate area that would allow for the proposed expansion. If approved, the rezoning would permit the expansion of the facility and would also bring the current facility into compliance with the applicable zoning code. The current facility is current under a Class ‘A’ Non-Conforming Use designation due to the improper underlying zoning of B-3, general business. The B-3 zoning designation also would not permit the existing use by a matter of right or special land use. The proposed rezoning would resolve this issue.
- h. *The boundaries of the requested zoning district are sufficient to meet the dimensional regulations for the zoning district listed in Article XX Schedule of Regulations.*

- As indicated within the provided conceptual site plan, the property noted within the request will be of adequate size to meet the dimensional requirements as noted within the schedule of regulations.
- i. *If a rezoning is appropriate, the requested zoning district shall be more appropriate from the township's perspective than another zoning district.*
- If the zoning is to be changed, then the proposed IRO zoning is the most appropriate district, consistent with the Master Plan and other planned and built development in the area.
- j. *The requested rezoning will not create an isolated and unplanned spot zone.*
- The requested IRO zoning on this site would be consistent with the planned future land uses for this area and is therefore not an unplanned spot zone.
- k. *The request has not previously been submitted within the past one year, unless conditions have changed or new information has been provided.*
- A rezoning request has not been considered on this site within the past year.

RECOMMENDATION

As indicated in the foregoing analysis, staff has not discovered any reasons to reject the request for rezoning. If approved, the request will be consistent with the Township's Master Plan and the future land use map. Staff recommends approval of the request as presented. As noted above, this request requires the Planning Commission to make a recommendation to the Township Board. Therefore, it is the recommendation of staff that the Planning Commission approve a motion to recommend approval to the Township Board.

Suggested Motions: The following suggested motions are intended to assist the Commission in making the desired motion of their choice. The Commission may utilize, add or reject any motion and/or conditions suggested herein as they deem appropriate.

Motion to approve:

"I move to recommend approval to the Board of Trustees the request of Mr. Abhinand Lath to rezone parcels K-11-02-275-009; K-11-02-275-010; K-11-02-275-011; K-11-02-275-012 and K-11-02-275-016 to IRO, Industrial Research and Office as the request is consistent with the criteria established in the Township Zoning Ordinance Section 2704, criteria for amendments to the zoning map."

Motion to deny:

"I move to recommend denial to the Board of Trustees the request of Mr. Abhinand Lath to rezone parcels K-11-02-275-009; K-11-02-275-010; K-11-02-275-011; K-11-02-275-012 and K-11-02-275-016 to IRO, Industrial Research and Office as the request is inconsistent with the

criteria established in the Township Zoning Ordinance Section 2704, criteria for amendments to the zoning map:

1. _____
2. _____
3. _____”

Respectfully submitted,

Joe Lawson

Joe Lawson
Planning Director

Charles A. Dunn
25440 Five Mile Road
Redford, MI 48239
(313) 255-2273

March 19, 2015

Charter Township of Ypsilanti
Attn: Joe Lawson, Planning Director
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Dear Mr Lawson:

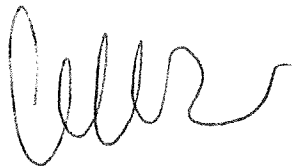
I am the owner of that property located in the Township described in attached Exhibit A.

I am in the process of selling this property to Anuttara LLC pursuant to a purchase agreement dated December 12, 2014.

I have been informed by representatives of Anuttara LLC that a proposed rezoning of the subject property to IRO has been initiated.

Please be advised that I have no objection to the proposed rezoning.

Sincerely,

A handwritten signature in black ink, appearing to read 'Charles A. Dunn', written in a cursive style.

Charles Dunn

Exhibit A

Commencing at center of section, 2, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence south 88 degrees 14' 20" west 248.34 feet, thence north 1 degree 17' 20" west 248.34 feet, thence north 1 degree 17' 20" west 684.53 feet, thence south 89 degree 11' 45" west 439.41 feet for place of beginning, thence south 68 degrees 40' west 295.92 feet, thence north 21 degrees 08' 55" west 194.78 feet, thence north 69 degrees 29' 50" east 296.48 feet, thence south 21 degrees 02' 10" east 25.86 feet, thence south 20 degrees 57' 40" east 164.45 feet to place of beginning, being part of northwest 1/4 section 2 T3S-R7E 1.31 Acres. Tax Parcel No. 11-02-275-009, together with an easement 35 feet wide for ingress and egress to Midway Boulevard, across the Northerly side of the following described parcel:

Commencing at the center of section 2, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence along the centerline of Holmes Road south 88°44'20" West 248.34 feet to the centerline of Midway Boulevard; thence along the centerline of Midway Boulevard North 1 °17'20" West 684.53 feet for a Place of Beginning; thence south 89°11'45" West 439.41 feet; thence North 20°57'40" West 164.45 feet; thence North 69°29'50" East 50.50 feet; thence north 88°51'10" East 447.08 feet to the centerline of Midway Boulevard; thence along the centerline of Midway Boulevard South 1 °17'20" East 174.11 feet to the Place of Beginning.

Commencing at center of section, 2, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence south 88 degrees 44' 20" west 248.34 feet along east and west 1/4 line and center line of Holmes Road, thence north 1 degree 17' 20" west 458.74 feet along center line of midway boulevard, thence south 88 degrees 53' west 344.92 feet for a place of beginning, thence continue south 88 degrees 53' west 247.2 feet, thence north 18 degrees 18' 30" west 161.93 feet, thence north 68 degrees 40' east 213.04 feet, thence north 89 degrees 11' 45" east 95.04 feet, thence south 1 degree 08' 40" east 227.79 feet to the place of beginning, being part of northwest 1/4 section 2 T3S-R7E 1.29 Acres. Tax Parcel No. 11-02-275-011.

Commencing at center of section, 2, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence south 88 degrees 44' 10" west 243.34 feet, thence north 1 degree 17' 20" west 488.74 feet for a place of beginning, thence south 88 degrees 53' west 344.92 feet, thence north 1 degree 09' 40" west 227.79 feet, thence north 89 degrees 11' 45" east 344.37 feet, thence south 1 degree 17' 20" east 225.74 feet to the place of beginning, being part of northwest 1/4 section 2 T3S-R7E 1.78 Acres. Tax Parcel No 11-02-275-010.

Commencing at the center of Section 2; T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence south 88 degrees 44'20" west 248.34 feet; thence north 1 degree 17'20" west 458.74 feet for a place of beginning; thence south 88 degrees 53' west 344.92 feet; thence north 1 degree 08'40" west 227.79 feet; thence north 89 degrees 11'45" east 344.37 feet; thence south 1 degree 17'20" east 225.74 feet to the place of beginning, being a part of the northwest 1/4 section 2, T3S, R7E, except the east 43 feet thereof conveyed to the Board of County Road Commissioners of Washtenaw County, Michigan, by Quit Claim Deeds recorded in Liber 1367, Pages 220 and 222, Washtenaw County Records, for Midway Boulevard. Tax Parcel No. 11-02-275-016.

**CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION
REGULAR MEETING–MARCH 24, 2015
MINUTES - DRAFT**

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, Laurence Krieg; Gloria Peterson; Bill Sinkule

Commissioners Absent: Sally Richie – Vice Chair; Ralph Walls; Stan Eldridge

Others in Attendance: Joe Lawson – Planning Director; Denny McLain – Township Attorney; Jessica Howard - OHM

1. Call to order
2. Roll Call
3. Approval of Regular Meeting Minutes from the February 24, 2015 meeting.

Motion: Peterson to approve the regular minutes

Support: Sinkule

Motion Carries: All

4. Approval of the agenda

Motion: Krieg to approve the agenda

Support: Peterson

Motion Carries - All

5. Public hearings and plans for review.

- a. **PUBLIC HEARING – SENSITILE – 1735 HOLMES ROAD** – to consider the petition for rezoning in order to amend the current zoning designation of approximately 6.25 acres of B-3, General Business and RM-2, multi-family residential zoned property to IRO, Industrial Research and Office. The proposed property is located in proximity to and includes the properties known as 1735 Holmes Road, parcels K-11-02-275-009, -010, -011, -012 and -016.

Lawson – Stated that as mention in the agenda, the application tonight is for a recommendation to the Township Board of Trustees for a re-zoning of the specified parcels. The parcels in question are currently a mixed zoning. The B3, general business, is the portion that actually fronts on Holmes Road. The properties to the immediate north

Over →

are currently zoned RM2, multi-family residential. During the most recent Master Plan update, this whole block between Holmes, Clark, Ford Blvd, and Midway was updated to include this particular proposed use as Industrial Research and Office. The Master Plan designation was changed to allow it. He provided the commission with a staff report outlining the criteria from the ordinance that is required for such a re-zoning consideration. It meets those criteria in his opinion. It meets the Master Plan designation. It does not constitute a spot zoning. Those are some of the criteria noted in our ordinance. At this point in time it does require a public hearing, which we are here for this evening. At the end of the public hearing, the commission can either make a recommendation to the board, one way or the other; take no action; or table. The applicant and his representatives are here as well.

Ken Cousino – with Engineering Tehcnologies Corporation. They are preparing the site plan. He is here with the owner, Abhinand Lath and his Attorney Peter Long. There is an existing facility they have been in for about four years on Holmes Road at this address. They manufacture light plastic parts, assemble them, and ship them out. These are decorative lighting products, etc. Primarily the expansion is to handle more shipping and handling, more than expanding the production process. They don't see a big increase in personnel but they do need more space. It is an existing manufacturing operation. It is in the B3 zoning right now, so part of the re-zoning they are considering is to bring the existing parcel also into the IRO zoning, as well as the property he is purchasing in back to accommodate the expansion.

Reiser – thanked him and stated they would probably hear from him later. He opened the public portion and informed the public they should come to a microphone, state their name, put their address on the record, and they would have three minutes to address the commission.

PUBLIC PORTION OPEN

Edward Burnett – stated he lives at 1776 Ware Court. They are the house directly behind the business. So they have a few concerns. First, he stated they are not trying to stand in the way of any progress for Ypsilanti. They want to see that happen. He introduced his Mother-In-Law, Linda Holmes, and his wife Terry. One of the things they are concerned about is if the business is toxic. He stated that there are smells coming from the business every night when they are working. If they are going to extend the building, they are thinking that it will be even closer to their home. The other concern they have is relates to if they are planning on building a road for deliveries, and that means semi trucks will be coming back there. They have at least 14 grandchildren and great-grandchildren that run their land. They are the only family that actually sits right there, so it really affects them. When they purchased that land, they were under the impression that nothing could be built between them and that particular business. Now they are surprised to see there might be a road built back there. With the re-zoning, they want to know how it would affect their taxes, with the property going from home to commercial.

Reiser – thanked him and stated that the applicant and their attorney will have a chance to address those concerns and any others raised. He asked if there were any other members of the public that would like to come forward and be heard. There were none.

PUBLIC PORTION CLOSED

Cousino – stated that there was a concern about four years ago when they moved in there that there was a smell. The owner contacted the DEQ who came out and did some testing. They said the smell is not a harmful smell, but is simply a little noxious. The reason was because they did not have enough ventilation, so they recommended certain vents, which were put in, approved by the DEQ, and then they went on. Maybe it's a little less enclosed as a smell going where it is supposed to go through the vents required by the DEQ. The expansion is not really the expansion of the manufacturing process toward them, it is more shipping and handling that is proposed. The truck docks in the back noted on the site plan; there is a road proposed back there for access to some truck docks.

Reiser – invited Lawson back to the microphone to speak to the Township's requirement with respect to fencing.

Lawson – Stated that as part of the overall site plan review process, which they are not at that point yet, this is strictly for the re-zoning. If the re-zoning was approved and the applicant moved forward, they would go through a site plan review process where they would look at things like fencing or some sort of buffer. Obviously they have to have a buffer between a residential and non-residential use. As part of a site plan review process a buffer, whether it's a fence or heavy landscaping or both, would be required along that property line.

Reiser – asked if there were members of the commission who wished to speak.

Peterson – clarified that there would be either a fence or a buffer. She added that when she looked at the plan, it looks like it is going to the end of Ware Street. She asked if that would make it a dead-end street at Ware.

Lawson – responded that Ware is currently a dead-end street. This would not impact Ware Court. He added that the plan before the commission is a conceptual plan. It has not been submitted to the Zoning/Planning office for a full review.

Cousino – added that Ware Street is untouched. They are proposing a driveway on the property, which is south of the residential home at the corner of Midway and Ware, totally within the property. He added that there are one or two more residential properties on Ware street that could also be developed residential. They are not going to impact those whatsoever.

Reiser – noted for the record that the Planning staff is recommending approval of this, given that it is consistent with the Township's Master Plan and that is how he sees himself voting, unless there is some compelling reason to do otherwise.

Kreig – stated that he would like to have the question of the odor addressed in a little bit more detail. It may not be toxic, but if it is something that affects the neighbors negatively and is a quality of life issue, he is wondering: 1) if the remediation that MDEQ recommended has actually reduced the odor and 2) if it has not reduced the odor, they could go ahead with the re-zoning as far as he is concerned, but before the final approval he hopes that would be addressed – to improve the quality of life.

Abhinand Lath – the applicant. Stated in regards to the odor that it has not been brought to their attention again since they first moved in and before they installed the new exhaust stacks. Since then it has not been brought to their attention. If that is the case, they would obviously take any steps needed to minimize that. It was determined to be just a nuisance. They did look into it in some detail and it was not anything that had any harmful consequences.

Kreig – stated that he was glad it was not toxic, but if it is a nuisance it is not something that they want to continue to have in the Township.

Cousino – Stated they would look at mitigating that. If the neighbors can smell it, it certainly is a measurable smell. They should be able to find some data on how to mitigate that and include that as part of the development plans for the expansion.

Peterson – stated that she understands that the audience had their chance to participate. She stated that Mr. Bennett may want to say something more, or his wife or mother-in-law who lives with them might. She asked if that was appropriate. She added that although the smell was brought up awhile ago, they are bringing it up again. She stated she has talked to them and they have addressed their concerns about the smell.

Reiser – stated that he would give the members of the public another chance to step forward and be heard.

Terry Burnett – lives at 1776 Ware Court. She stated they have been smelling the smell all along. They wondered if it was toxic. She stated they had already talked to Gloria Peterson about the smell. When her family heard they had decided they were going to expand it, they really got concerned. They wondered if there would be even more smells. She added that it is a very, very strong smell. Sometimes they smell it more at midnight, and sometimes in the morning when she is getting ready to go to work. Another thing she wanted to address is that the street they are talking about putting in would be right in their back yard. They have concerns with their kids when the trucks are coming in to the loading docks. That is why they want to make sure there is a fence, even if it is on their side of the property. They want a fence so no one will get hurt. They have already had a

family member that got hit by a semi-truck. They are not trying to stop it, they just want things to be done right for them as the only family that is living over there right now.

Reiser – asked Lawson if he could share what the ordinance is that talks about landscaping, fencing, and buffers.

T. Burnett – added that she has several family members that have asthma, including her mother. So this is why they are wanting to look further into the smell.

Reiser – stated that the applicant would have to comply with the local ordinance with respect to fencing, buffers, sidewalks, landscaping, etc.

Cousino – responded that if the question is raised, let's say that landscaping is sufficient, he does not think the owner would have a problem putting a fence in there as a secondary measure besides, just to make sure they don't have children and trucks mixing.

Lawson – added that along the same lines, the ordinance requires a buffer between unlike uses, so the non-residential versus the residential use. A lot of times it is a fence that is enhanced by a landscape buffer, usually coniferous trees of some sort. A six-foot fence is not going to stop a lot of noise, so they add landscaping to be the noise buffer and the fence to be the physical barrier.

Reiser – asked Lawson, to the extent that members of the public have concerns with respect to odors, if he recommended they contact residential services or community standards. He added that the Township has ordinance officers who deal with this stuff and bring cases in front of Judge Pope all the time. There is a remedy for nuisance right now and there is a prosecutor present who does those cases all the time. There is a remedy available and he would ask that the residents avail themselves of those resources. He added that they are here to look at the zoning, but one of the things they do need to consider is environmental features and safety to the public.

***Motion** by Kreig to recommend approval to the Board of Trustees, request of Mr. Abhinand Lath to re-zone parcels K-11-02-275-001, -010, -011, -012, and -016 to IRO, Industrial Research and Office, as the request is consistent with the criteria established in the Township zoning ordinance, section 27.04, criteria for amendment to the zoning map.*

***Support:** Peterson*

***Motion Carries:** All*

Reiser – added that this is not something they have the authority to approve. They will pass this along to the full Board of Trustees, who will also consider it. As members of the public, they have the right to address the Board of Trustees as well.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015-11

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

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

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

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

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO. 2015-446

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

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

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

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

Section 2109. Signs:

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

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

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

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

2. General requirements for all signs:

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

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

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

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

a. Residential

USES: TABLE INSET:

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

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

Footnotes:

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

b. Non-residential building-mounted signs:

TABLE INSET:

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

Footnotes:

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

c. Non-residential ground

signs: TABLE INSET:

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

Footnotes:

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

d. Non-residential temporary signs:

TABLE INSET:

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

Footnotes:

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

4. Non-accessory signs:

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

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

b. Adjacent to Interstate 94 (I-94)

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

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

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

Sign Square-feet	Distance (feet)
<300	150

301-378	200
379-672	250
>672	350

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

a. Signs for which a permit is not required:

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

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

registered architect or engineer.

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

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

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

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

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

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

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

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

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

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

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

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

Severability

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

Publication

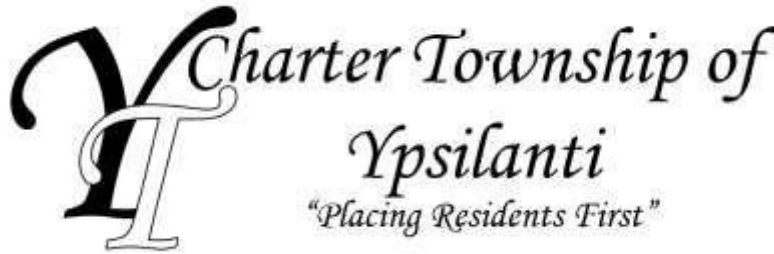
This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective date and repeal of conflicting Ordinances

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

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

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



**Office of Community
Standards**

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

Memorandum

To: Township Board of Trustees
Cc: LisaGarrett, Deputy Clerk
From: Joe Lawson, Planning Director
Date: April 13, 2015
Re: Proposed Sign Ordinance Text Amendment
Zoning Ordinance Section 2109

As the Board may be aware, the Township Planning Commission, Attorney's Office and staff have been working on revisions to the Township Sign Ordinance in order to update said ordinance in relation to Political Signs, Billboards and electronic messaging signs.

On July 22, 2014, the Township Planning Commission held a public hearing to consider the proposed amendments and to take comments from the general public in relation to the proposed changes. During the public hearing, the Commission provided staff with beneficial input and requested minor changes to the ordinance. After the public hearing and further discussion, the Commission tabled the request in order to permit staff to perform additional research and to make the requested changes.

The second draft of the proposed amendment was then presented to the Commission on December 9, 2014. During this meeting, representatives of Adams Outdoor Advertising attended the meeting in order to provide additional input as it related to off-premise signs (billboards). After the public input session, the Commission requested additional changes to the draft ordinance based on the public input and additional discussions. The Commission again tabled the agenda item to the January meeting date to allow staff to make the requested revisions to the draft ordinance.

On January 27, 2015, the Commission removed the item from the table in order to consider the third draft of the proposed ordinance amendment. As with the December 9th meeting, representatives from Adams Outdoor Advertising were also present to provide comments in relation to the draft ordinance. After much discussion, the following recommendation was filed by the Commission recommending approval of the changes to the Board of Trustees:

Motion: by Krieg to recommend to the full Board that the Township amend Section 2109 of its ordinance regarding signs as presented and discussed tonight, with the

Sign Ordinance Amendment
April 13, 2015

exception that under 3A the table for maximum face area for a temporary political sign be 16 feet and that the number of sides per sign be 2; and that under 6A the sign shall not have 'varying' light intensity rather than 'carrying' light intensity; and that the dwell time be a minimum of ten seconds.

Support: Eldridge

Motion Carries – All

That being said, staff feels that the proposed text amendment is in proper form for the consideration of the Board. Please find attached a copy of the draft ordinance for your consideration. Changes have been highlighted in Red while the black text remains unchanged from the current ordinance.

Recommendation:

Staff recommends that the Board of Trustee approve the first reading of the proposed text amendments to Zoning Ordinance Section 2109, Signs as presented and recommended by the Township Planning Commission contained within their motion of March 24, 2015.

Should you have any questions or concerns prior to meeting date, please feel free to contact me at your convenience.

RESOLUTION NO. 2015-12

CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

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

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

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

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



April 17, 2015

To Whom It May Concern,

We would like to request that Rosewood be closed between Ecorse Rd. and Davis St. in Ypsilanti Township on Thursday, June 4 between the hours of 9a.m. and 12 p.m. We are having our end of the year field day on that day. Due to our school closure it will be a larger event than normal and we feel that it is in the best interest of the student's safety for the road to be closed.

Thank you for considering our request.

Kelly Boyette,

Director of Enrollment and Marketing





WASHTENAW AREA TRANSPORTATION STUDY (WATS)

705 N. Zeeb Road
Ann Arbor, MI 48103
phone: 734.994.3127
website: miwats.org
email: wats@miwats.org

Supervisor Stumbo,

Washtenaw Area Transportation Study (WATS) and the Washtenaw County Office of Community of Economic Development (OECD) have been working to advance the construction of a non-motorized connection on the Huron St. bridge over I-94 between The City of Ypsilanti and Ypsilanti Township. A Department of Housing and Urban Development (HUD) Sustainable Communities grant funded the project's review of feasible alternatives, public involvement and base plan development.

Work accomplished under the HUD grant helped make significant progress toward implementing this important project. WATS is continuing to work with local agencies to apply for a Transportation Alternatives Program (TAP) grant to help fund construction, and while the bridge is owned by MDOT, competitive grant applications also include local contributions as matching funds.

On behalf of the HUD Sustainable Communities grant project team, WATS and OCED staff request Ypsilanti Township's assistance toward local matching funds with a contribution of \$15,000.

At this time we are working with MDOT toward an April 27 TAP application, however based on MDOT's internal review and development of projects process, the application may be pushed back to August. A letter of commitment for the funds is all that would be needed from the Township at this time.

Thank you for your participation in developing this project and for your ongoing support.

Nick Sapkiewicz
Washtenaw Area Transportation Study

Stephen Wade
Washtenaw County Office of Community of Economic Development

POLICY COMMITTEE MEMBERS

City of Ann Arbor • Ann Arbor Transportation Authority • Ann Arbor Township • City of Chelsea • City of Dexter • Dexter Township • Eastern Michigan University • Michigan Department of Transportation • City of Milan • Northfield Township • Pittsfield Township • City of Saline • Scio Township • Southwest Washtenaw Council of Governments • Superior Township • University of Michigan • Washtenaw County Board of Commissioners • Washtenaw County Road Commission • City of Ypsilanti • Ypsilanti Township • Ex Officio: Federal Highway Administration • Southeast Michigan Council of Governments •

An Intermunicipality Committee organized under Act 200 of Public Acts of Michigan (1957)
representing Washtenaw County

April 3, 2015

Ms. Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

Re: Geotechnical and Geophysical Permission
NEXUS #MI-WA-395.0000-SC and MI-WA-375.0000-RD (driveway)

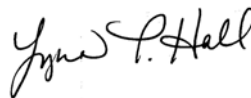
Dear Ms. Lovejoy Roe:

Please accept this letter as our official request to have the Nexus desired Geotechnical and Geophysical access and testing permission on parcel #K-11-24-300-001 placed on the agenda for the April 21, 2015 board meeting.

I have included the permission form, a copy of the description of the HDD testing, and as explained previously the additional test is a soil resistivity test which involves laying out cable and pushing probes 3 inches into the soil over a 100 ft. span - this is not a seismic test - 3-inch probe will only test the electrical current in the soils.

If you have additional questions, need additional information, or need to reach me for any reason, please call my cell phone 810-334-0404.

Sincerely,



Lynn P. Hall
Permit Coordinator

Landowner Name: Charter Township of Ypsilanti
Tax Parcel ID #: K-11-24-300-001 (2599 Bridge Road)

SURVEY AUTHORIZATION

I/we, hereby provide to NEXUS Gas Transmission, its affiliates, agents, employees and contractors, the limited permission to enter upon my/our property only for the purposes of conducting civil, geophysical, geotechnical testing, environmental and cultural resource surveys, *expressly subject to the condition that I am/we are paid for any and all damages to property or crops that may be directly caused by such activities*. Your answers to the following questions will be most helpful in accurately completing our survey activities.

Is there water well located on this property? _____ Yes _____ No
Is there a septic system located on this property? _____ Yes _____ No

Comments: _____

Signature: _____
Brenda L. Stumbo, Supervisor

Signature: _____
Karen Lovejoy Roe, Clerk

RE: Tract No(s): MI-WA-395.0000-SC and MI-WA-370.0000-RD (driveway)

Dated: _____

Contact: 734-484-4700 Work
734-260-6578Cell

Description of Survey Activities

Depending on the size of an individual parcel, all survey activities described below should only take a minimal amount of time and should not result in any inconvenience to the property owner. All survey work will be performed during reasonable daylight hours only. All work will be performed by authorized professional surveyors and their crews. The surveys that NEXUS Gas Transmission (“NEXUS”) will request for each property are:

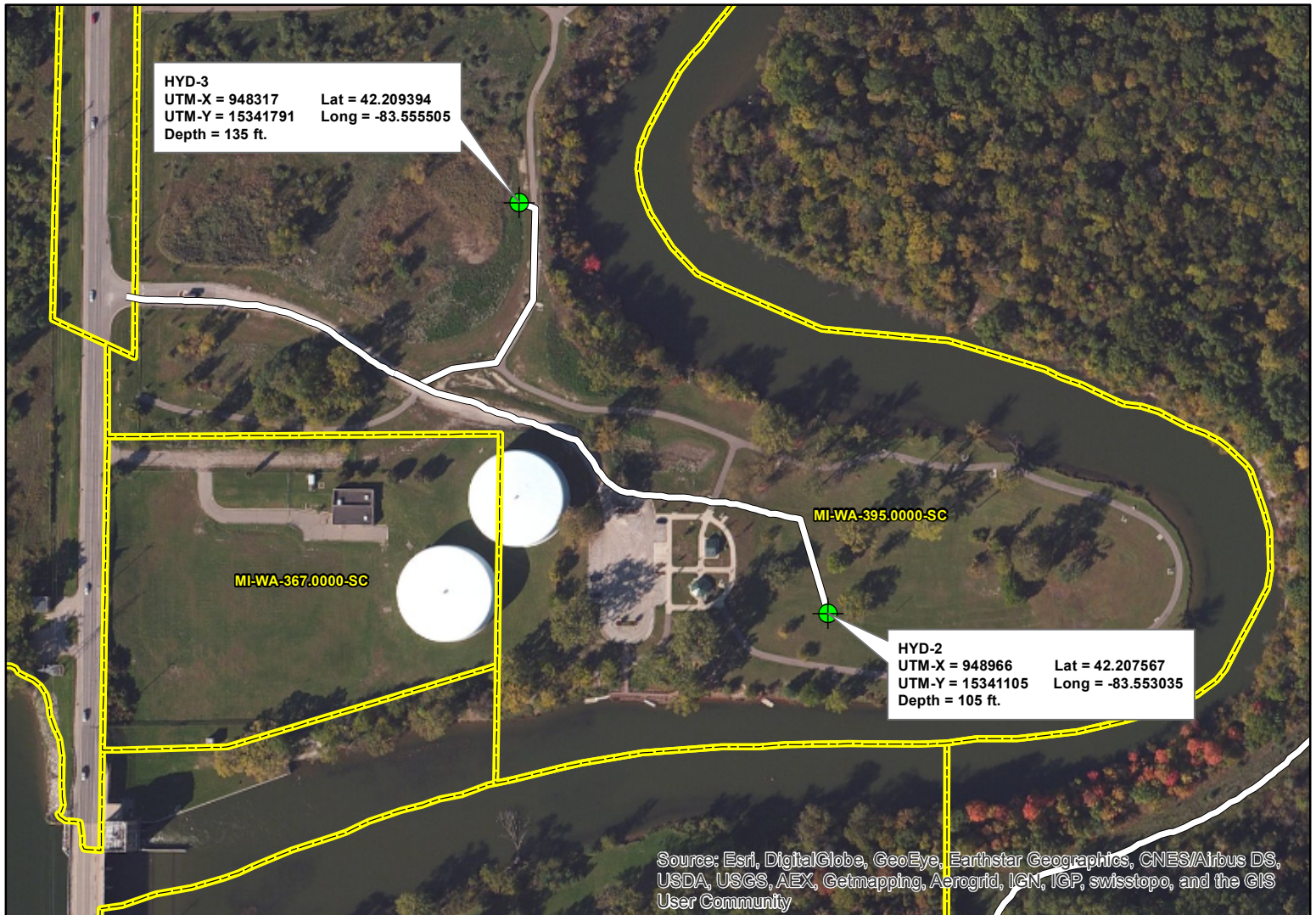
(a) **Civil Survey**. This activity involves approximately four to five representatives, intermittently placing wooden stakes along a portion of each property to delineate the area described as the “study corridor.” Depending upon the length of the proposed study corridor on the property to be surveyed, this activity should take no longer than two days for each property that will be surveyed.

(b) **Environmental Survey**. This activity involves approximately two to three representatives walking within the study corridor, which will be clearly staked, to identify and delineate any vegetative and geological indicators of wetland areas that may be present on the property. The wetlands boundaries will be marked with small colored flags. NEXUS representatives will also look for the presence of any threatened or endangered species, if a suspected habitat is within the staked area. Depending on the length of the proposed route of the pipeline on the property being surveyed, this activity should take no longer than three days for each property that will be surveyed.

(c) **Cultural Resources Survey**. This activity involves two to four representatives walking within the staked study corridor to identify any indicators of potential archaeological resources. If such a site is suspected, then the Archeologists would return to that location with spade shovels and perform a limited excavation of the test hole that would measure approximately 2x2 feet square and approximately 2-3 feet deep. Any area that is excavated for this type of survey will be restored by NEXUS to a condition consistent with its condition prior to the excavation. Depending on the length of the proposed route of the pipeline on the property being surveyed, the archaeological walkover will take less than one day. If a limited archaeological excavation is necessary, it should take no longer than two days, weather permitting.

During any survey work, no trees over 2 inches in diameter or timber will be cut down or removed from any property. Small brush, however, may be cut in order for the civil surveyors to obtain a line-of-sight. If any such brush is cut in residential areas, it will be removed from the property by NEXUS representatives.

Borehole Map and Scope of Work



The scope of work consists of drilling and sampling two (2) geotechnical boreholes to a depth of 105 - 135 ft.

Soil and rock samples will be obtained for measurement of moisture content, density and shear strength. The soil samples will be collected using either driven split-spoon samplers or pushed tube samplers. If rock is encountered, continuous coring will be used to advance the borehole with an enclosed water system.

The drill rig will be a rubber tired or tracked mounted rig as shown in the adjacent photo.

No mud or chemicals will be used during the drilling process.

The duration of work will be approximately 4-days. The boreholes will be backfilled upon completion with soil cuttings and bentonite pellets.



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

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

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

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

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

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

I. TERM

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

II. OPTION TO RENEW

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

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

III. USE OF FACILITIES

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

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

IV. OBLIGATIONS OF THE YNLL

The **YNLL** shall:

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

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

V. OBLIGATIONS OF THE TWP.

The **TWP.** shall:

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

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

VI. ASSIGNABILITY AND EXCLUSIVITY

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

VII. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

VIII. PARK AND FACILITY IMPROVEMENTS

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

IX. SEVERANCE OF AGREEMENT

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

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

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

X. NOTICES

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

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

YPSILANTI NATIONAL LITTLE LEAGUE

AUTHORIZED YNLL REPRESENTATIVE **DATE**

WITNESS **DATE**

CHARTER TOWNSHIP OF YPSILANTI

BRENDA STUMBO, TOWNSHIP SUPERVISOR **DATE**

KAREN LOVEJOY ROE, TOWNSHIP CLERK **DATE**

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

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

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

WHEREAS, the TWP is the administrator of certain public park amenities, and

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

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

I. Term

This Agreement shall be for a term of two years, beginning on the date of the execution hereof.

II. Option to Renew

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

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

III. Use of Facilities

1. During the period of March 1, 2008 through September 30, 2008 and March 1, 2009 through September 30, 2009, YNLL shall have the preferred use of the TWP ball fields #1 and #2, the concession stand and batting cage at Harris Park, as assigned by TWP, for regular season, league playoffs and make-up games and practices. At any time the ball fields are not being used by YNLL, TWP may assign such facilities for its own baseball and softball programs. It is understood that TWP programs and certain community events may be scheduled in advance of the release of facilities to YNLL.

2. YNLL understands and agrees that TWP will maintain a master schedule for the Facilities and YNLL will provide schedules of games and practices two weeks prior to the start of the season.
3. YNLL understands and agrees that at times weather and/or field conditions may result in TWP denying the use of certain fields on dates for which approval has been granted. YNLL understands that TWP staff has the authority to deny use of the fields if deemed unsafe to play on.
4. TWP shall at all times have the right to inspect its Facilities being used by YNLL and all YNLL sponsored activities related to the use of such Facilities.
5. If YNLL should desire to use TWP ball fields for additional tournaments, tryouts, or for special events, clinics or programs, YNLL shall make a written request to the TWP a minimum of sixty (60) days prior to the date of the start of the tournament. Any and all additions, tournaments or special programs shall not be included in this agreement, but shall require a separate written agreement between both parties.

IV. Obligation of YNLL

YNLL shall:

1. Provide to TWP the following information three weeks prior to the start of each season (when practices commence):
 - a) Current by-laws for organization.
 - b) Proof of insurance and indemnification naming the Charter Township of Ypsilanti as an additional insured per the Township required language.
 - c) Financial report of all expenditures and revenues from previous year, including balance sheet.
 - d) Proposed budget for upcoming year.
 - e) List of current officers and board members with addresses, phone numbers and e-mail addresses (if applicable). TWP is to be notified of changes within two weeks of appointment.
 - f) Listing of the total number of participants in the YNLL program including the number of Ypsilanti Township residents and the number of participants who reside outside of Ypsilanti Township.
 - g) Execution of this agreement; Provide a copy of the official corporate resolution authorizing the YNLL president or specified designee to execute this agreement on behalf of the YNLL.
2. Provide the following maintenance and repairs in a manner generally equal to normal YTRD maintenance and repair of similar TWP recreational facilities:

- a) Maintain all dugouts, backstops, fences and gates in a safe and secure condition.
 - b) Maintain all turf areas on the fields to include weekly mowing, four annual weed control and fertilizing treatments.
 - c) Provide sand, soil, seed, etc. to be used in leveling or backfilling low areas when deemed necessary.
 - d) Aerate fields a minimum of once annually.
 - e) Prepare diamonds for each game, including lining and base placement.
 - f) Maintain the batting cages.
 - g) Operate and maintain all field lighting systems. The repair and/or replacement of lights, poles, wiring fuses, transformers and other equipment related to the field lighting will be discussed with TWP prior to any work being completed. YNLL and TWP will work together in determining costs for repairs and replacement. The cost of repairs/replacement will be paid by each party at a percentage mutually agreed upon.
 - h) Operate and maintain any field irrigation system and watering schedules of turf areas.
 - i) Maintain restroom facilities, including stocking with paper towels and toilet tissue.
 - j) Report any damages and/or vandalism found or observed on any structure or facility to TWP immediately (including graffiti). The safety of the park users must always remain the top priority.
 - k) Rent a dumpster and maintain it during the course of the season.
3. Schedule an organizational meeting with TWP representatives in January to go over the plan for the upcoming season.
 4. Pay all utility costs (water and electric) for the use of the associated facilities (field lights, concession stand, irrigation system) during their use of the facilities.
 5. Inclement Weather: YNLL will follow, at a minimum, the TWP established policy for postponing/cancelling practices and games due to inclement weather or the threat thereof.
 6. Not discriminate against any person or persons because of race, color, religion, sex, height, weight, marital status, disability or national origin.
 7. Provide documentation that criminal history background investigations were performed on all YNLL coaches and assistant coaches (that have been reviewed and accepted in accordance with their National Little League Charter) before being assigned to coach a team. Proof of background checks shall be provided three weeks prior to the start of each season (when practices commence).
 8. Not engage in any business at TWP facilities or perform any activity that shall be in violation of any existing state or federal law or municipal ordinance. The TWP

reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its discretion to be objectionable or contrary to community interests. The YNLL hereby consents to the exercise of such authority by TWP over its members, officials, agents and members.

9. Comply with all rules, regulations and Township ordinances as they pertain to the use of Township parks and facilities.

V. Obligations of TWP

TWP shall:

1. Provide use of rooms at the community center for YNLL registration and YNLL Executive Board meetings. Room requests must be made a minimum of three weeks in advance by the designated and mutually agreed upon YNLL representative.
2. Help promote YNLL through resources mutually agreed upon between YNLL & TWP.
3. Maintenance:
 - a) Maintain all bleachers in a safe and secure condition.
 - b) Remove trash that has been deposited in trash receptacles as warranted.
 - c) Maintain structural integrity of concession stands, restrooms and storage buildings, including repair or replacements of damaged roofs, doors, and windows.
 - d) Maintain all common areas including the parking lot, playground equipment and the turf area outside of the ball diamond areas.

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

VI. Assignability and Exclusivity

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

VII. Insurance and Indemnification

YNLL shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the Charter township of Ypsilanti. The Charter Township of Ypsilanti *strictly* adheres to the insurance requirements. These insurance

requirements shall not be waived for any reason. The minimum amount of the policy shall be \$1,000,000 general liability per occurrence. Please read carefully the required insurance that must be obtained. The Charter Township of Ypsilanti shall be named as additional insured on such policy and shall be entitled to thirty (30) days notice of cancellation or changes of any kind.

The wording on the policy MUST read:

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

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

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

VIII. Park and Facility Improvements

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

IX. Severance of Agreement

1. This agreement may be terminated by YNLL upon a sixty (60) day written notification to TWP. YNLL agrees to complete any and all outstanding obligations due to TWP.
2. In the event YNLL fails to fulfill the obligations of this agreement and/or violates the terms of this agreement, TWP may terminate the remainder of the agreement upon a sixty (60) day written notification to YNLL. If the violation of this agreement results in a health and safety issue to the users of the park and facilities, TWP reserves the right to sever this agreement immediately without written notice.

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

X. Notices

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

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

Ypsilanti National Little League

<u><i>Jim Marshall Jr</i></u> Authorized YNLL Representative	<u>3/10/08</u> Date
<u><i>J.D. [Signature]</i></u> Witness	<u>3/10/08</u> Date

Charter Township of Ypsilanti

<u><i>Ruth Ann Jamnick</i></u> Ruth Ann Jamnick, Supervisor	<u>3/6/08</u> Date
<u><i>Brenda Stumbo</i></u> Brenda Stumbo, Clerk	<u>3/6/08</u> Date

CHARTER TOWNSHIP OF YPSILANTI

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik
Office of Community Standards

Re: Request authorization to seek legal action to abate a public nuisance for properties located at 1028 Zephyr Street, 7102 Mission Hills Drive, 147 Lamay Avenue, 5651 Big Pine Drive, 392 Firwood Street, 793 N. Ford Blvd., 958 Ecorse Road, 2380 Harding Avenue, 1349 Hull and 196 Fairhills Drive in the amount of \$50,000 budgeted in account #101.950.000.801.023

Date: April 13, 2015

Cc: Board of Trustees
Doug Winters, Township Attorney

The Office of Community Standards has conducted investigations of ten (10) vacant, abandoned houses and seeks authorization to proceed with legal action (if necessary) in Washtenaw County Circuit Court to abate the public nuisances that exist at:

1028 Zephyr Street

This vacant house was inspected by administrative search warrant on February 25, 2015 and a Notice of Violation was issued to US Bank National Association to abate code violations in this densely populated West Willow neighborhood. Despite failing to register the property and having been notified by OCS that the property is vacant, the bank refused to accelerate the six month redemption timeline which will expire on April 16, 2015. Authorization to engage in legal action, if necessary, is requested in order to expedite the abatement process.



7102 Mission Hills Drive

This vacant house in the Mill Pointe subdivision was inspected by search warrant on March 26, 2015 and a Notice of Violation was issued to JP Morgan Chase Bank to abate serious interior health and safety violations. OCS inspectors found mold present throughout the house that appears to be the result of a flooded basement. The sump pump was not operating due to electrical service not being maintained while the house was vacant, and there are other serious electrical deficiencies. Although the bank's property preservation company registered the property, every scheduled inspection was cancelled and the preservation company then notified OCS that it no longer serviced the property.



147 LaMay Avenue

This vacant house has been the subject of code enforcement for blight since 2013 and is owned by Harbour Portfolio VII LP of South Carolina, the same company that owns other problematic properties occupied under questionable loan arrangements throughout the township. It was inspected by search warrant on March 10, 2015 and a Notice of Violation was issued to the company. It is one of the worst properties that have been inspected by OCS and came to our attention through complaints received from neighbors. The roof appears to be on the verge of collapse and water continues to pour into this house resulting in advanced mold growth and other life-safety issues. In addition there is a \$4,000 water bill owed to YCUA along with a number of electrical system deficiencies, plumbing hazards, etc. Harbour Portfolio still has not registered the property or responded to numerous notices and letters.



5651 Big Pine Drive

This vacant house was inspected by search warrant on February 10, 2015 after it had been vacant for about a year and the foreclosure redemption period had expired last September. The property had been registered, and then sold to a different bank, and no inspection ever occurred because the previous bank never showed up as scheduled and the new bank never registered it. The inspection revealed a number of structural issues with the foundation and other code violations similar to other properties in this neighborhood to wit. Title documents received on April 7, 2015 confirm that US Bank National Association owns the property and it continues to ignore efforts by OCS to get the property registered and abated.



392 Firwood Street

This vacant property was registered by Ocwen Financial Services on June 20, 2014 and inspected on August 22, 2014 when the house was found standing open and no one showed up for a scheduled inspection. The property has numerous violations with both the exterior and interior including lack of protective treatment on doors and the deck; fallen fence that needs to be removed; repairs needed to various doors, windows and skylights; permits and inspection needed for water heater and electrical panel; removal of the illegal bathroom in the basement; general filth throughout the home, etc. An affidavit placing prospective purchasers on notice of violations was recorded with the Washtenaw County Register of Deeds on January 23, 2015. Despite having been registered by a financial institution, the Assessor's record shows that Marshall Gaines II is the sole owner since 1996. As of this date no building permits have been issued and no contact has been made with Mr. Gaines.



793 N. Ford Blvd

This vacant house has been the subject of code enforcement for blight and was condemned in 2014 after being inspected by search warrant. Following the inspection and Notice of Violation being issued, the property was registered by Sand Castle Field Services of Wisconsin on behalf of First Merit Bank. After receiving the NOV showing the horrible condition of the property, the bank promptly discharged the mortgage. Violations include repairs needed to the roof, missing/fallen ceiling panels, plumbing deficiencies including fallen shower tiles and tub, extensive blight and filth throughout the structure, etc. Assessor records show the property is still owned by Robert Colf, who we have never been able to contact.



958 Ecorse Road

This vacant house has been the subject of code enforcement for the past five years and was inspected by search warrant on September 9, 2014. The house is condemned with violations that include missing/damaged drywall, windows boarded up past thirty days, repair/replacement of the roof needed, electrical and plumbing hazards, etc. The property was headed into tax foreclosure until its owner, Abdul Majid Khan, redeemed the delinquent 2012 tax bill on March 19, 2015 effectively delaying foreclosure for yet another year. Mr. Khan has not registered the property or attempted to abate the nuisance.



2380 Harding

This vacant house has been vacant for almost a year after OSB Community Bank of Brooklyn, MI foreclosed on the mortgage on July 31, 2014. Prior to foreclosure there had been complaints from neighbors about blight and being vacant. OCS inspected the property by search warrant on February 26, 2015 and condemned the badly deteriorating house for a wide variety of code violations including exterior blight. There are engines, car parts and other remnants of an automotive repair business left behind, as well as open accessory structures and other junk strewn around the yard. The bank now owns the property and has not registered it or made any effort to clean up the yard or repair the house.



1349 Hull Street

This home in the Gault Village neighborhood has had wooden scaffolding erected around the exterior of the house for most of the last 21 years. Building Department records indicate an expired remodel permit was renewed on May 11, 1994 for property owner Horace Keskitalo for work he was doing on the second floor siding and front porch. As a result of code enforcement, a second permit was issued on June 4, 2004 for the removal and replacement of siding. A third permit was issued on July 5, 2006 to tear off and replace roof shingles, a project that lasted almost two years. Additional code enforcement resulted in the scaffolding being completely removed in 2011 after many complaints were received from neighbors. By 2013, the scaffolding had reappeared and the owner was placed on notice to remove it. On March 24, 2015 yet another Notice of Violation was issued demanding that the structure which surrounds the home and scaffolding be dismantled and removed by April 7, 2015, which it was not. Legal counsel has now advised the property owner that unless the scaffolding is removed completely by April 21, 2015, circuit court action will be recommended since this unsightly and hazardous situation has had a negative impact upon this well-maintained neighborhood for more than two decades. Despite numerous promises from the owner to resolve the situation, it continues to be a public nuisance.



1349 Hull Street

196 Fairhills Drive

This property was brought to the attention of the Office of Community Standards by the Washtenaw County Sheriff's Office because an entrance door to the dwelling was "forced open and not able to be secured." The interior is infested with mold due to some type of water line(s) failure. YCUA records indicate the water was terminated on January 26, 2015 due to vacancy but the last 2 readings indicated 101 units (75,548 gallons) and the final reading of 129 units (96,492 gallons) were used. A neighbor stated the home has been vacant for about 8 months. This is a foreclosed property currently owned by Federal Home Loan Mortgage Corp



196 Fairhills Drive

I respectfully request authorization to engage in legal action in circuit court if it becomes necessary to bring these properties into code compliance and safeguard neighboring properties and residents. Please contact me with questions or concerns.

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk 	Date Received by Local Unit April 6, 2015
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) BLACKMORE CO., INC	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 326100
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 10815 BLACKMORE, BELLEVILLE, MI 48111	1d. City/Township/Village (indicate which) YPSILANTI
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(10))	3a. School District where facility is located YPSILANTI
<input type="checkbox"/> Transfer <input type="checkbox"/> Rehabilitation (Sec. 3(8)) <input type="checkbox"/> Increase/Amendment	3b. County WASHTENAW 3c. School Code 81020
4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

THIS IS AN ADDITION TO AN EXISTING BUILDING AND WILL BE USED EXCLUSIVELY AS A STORAGE FACILITY FOR PLASTIC SEED TRAYS AND MACHINERY FOR SALE. THE WAREHOUSE IS 19,200 SQ. FEET - NO PERSONAL PROPERTY WILL BE ADDED.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ 602,891.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ 0 Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ 602,891.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▶	OCT 14, 2014	APRIL 10, 2015	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	N/A	N/A	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

9. No. of existing jobs at this facility that will be retained as a result of this project. 100% - ALL RETAINED	10. No. of new jobs at this facility expected to create within 2 years of completion. 2-4
--	--

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	
b. TV of Personal Property (excluding inventory)	
c. Total TV	

12a. Check the type of District the facility is located in:

Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 9-21-1987	12c. Is this application for a speculative building (Sec. 3(6))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name BRUCE HUDSON	13b. Telephone Number (734) 483-8661	13c. Fax Number (734) 483-2387	13d. E-mail Address BHUDSON@BLACKMORECO.COM
14a. Name of Contact Person BRUCE HUDSON	14b. Telephone Number SAME	14c. Fax Number SAME	14d. E-mail Address SAME
▶ 15a. Name of Company Officer (No Authorized Agents) SCOTT BLACKMORE			
15b. Signature of Company Officer (No Authorized Agents) <i>[Signature]</i>		15c. Fax Number (734) 483-2387	15d. Date APRIL 02, 2016
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 10800 BLACKMORE AVE., BELLEVILLE, MI 48111		15f. Telephone Number (734) 483-8661	15g. E-mail Address SBLACKMORE@YAHOO.COM

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
18a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

Ypsilanti Township

Building

Permit No: PB14-0729

Building Department

7200 S. Huron River Dr.

Ypsilanti, MI 48197

Phone: (734) 485-3943

Fax: (734) 484-5151



10815 BLACKMORE AVE

Location

BLACKMORE COMPANY INC

Owner

< -11-25-100-026

10800 BLACKMORE

BELLEVILLE

MI 48111

(734) 483 8661

Issued: 11/04/14

Permit expires 05/03/15

Const value

450,000

Lot #:

Sec. No. R 025 0

PLEASE CALL (734) 485-3943

FOR AN INSPECTION 24 HOURS IN ADVANCE

Contractor

Ph#

Work Description Commercial Addition --

Warehouse - Forklift
Steel, Concrete
Bolted to Existing Structure

Stipulations:

Approved plans must be on site when inspection is made, otherwise inspection will not be made. Separate trade permits required as applicable.

Approved per specs/application submitted. Call for required inspections as ready.

Invoice Info

Table with 4 columns: Permit Item, Work Type, Fee Basis, Item Total. Includes rows for Plan Review, Valuation, and C.O. with a fee total of \$4,000.00.

Mailed

S/Ron Fulton by AD

Fee Total: \$4,000.00
Amount Paid: \$0.00

Applicant

Building Official

Balance Due: \$4,000.00

This permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit expires and becomes null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that it is my responsibility to call all necessary inspections.

ALL FEES MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE AND NON-TRANSFERABLE.

I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application. I agree to conform to all applicable laws of the State of Michigan and the local

jurisdiction. All information on the permit application is accurate to the best of my knowledge. IT IS UNLAWFUL TO OCCUPY A BUILDING UNTIL A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED.

Payment of permit fee constitutes acceptance of the above terms.

PAID
#21347

BLACKMORE COMPANY, INC
10800 BLACKMORE AVENUE
BELLEVILLE, MI 48111
(800) 874-8660/(734) 483-8661

INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF PROJECT BEGIN DATES

I swear and affirm by my signature below that the real property project beginning of construction date and/or personal property project installation begin date, associated with the application for Industrial Facilities Exemption Certificate under PA 198 of 1974, as amended, in the amount of \$ 602,892 filed with the city/township/village of YPSILANTI for a facility located at 10815 BLACKMORE AVE., BELLEVILLE, MI are as follows:

Real Property Project Begin Date: OCT 14, 2014

Personal Property Project Installation Date: N/A

Applicant Name:

BLACKMORE CO., INC.

Signature: B. Bruce Hudson

Printed Name: BRUCE HUDSEN

Title: SEC/TREAS

Date: APRIL 2, 2016



April 8, 2015

Ypsilanti Township
Attn: Karen Lovejoy Roe
7200 S Huron River Dr.
Ypsilanti, MI 48197

Re: Proposed Street Lighting at Parkwood St & S Ford Blvd

I have completed the review of your request for proposed lighting and have prepared a cost estimate for the installation of one street light and conversion of one street light at the intersection of Parkwood St & S Ford Blvd. I am recommending the installation of two 65 watt black Autobahn LED style luminaires on existing wood poles on a 17'6" arm. For the one light conversion existing arm will be used. Please see attached sketch.

The costs are based on the Edison Option 1 Streetlight rate, where Detroit Edison installs, owns, and maintains the lighting system. The rate requires a portion of the construction cost be paid by the customer, which is determined by the following formula.

Parkwood & S Ford – 1 new & 1 conversion on existing wood poles

Annual operating cost	\$312.20
Cost to construct	\$2,052.36
Minus 3yrs revenue	(\$936.60)
Contribution from Ypsilanti Twp	\$1,115.76

The price quoted shall be in effect for a period of six months from the date of the letter, after which these costs will no longer be valid. After installation the total cost for additional modification, relocation or removal will be the responsibility of the requesting party. Payment of the customer contribution must be made prior to the actual start of construction.

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installation. If you have questions please call me at 734-397-4188.

Sincerely,

Lance Alley

Lance Alley
Account Manager
DTE Energy - Community Lighting

Exhibit A to Master Agreement

Purchase Agreement

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

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

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

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

11. Special Order Material Terms:

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

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

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

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

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

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

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

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

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

12. Experimental Emerging Lighting Technology (“EELT”) Terms:

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

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

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

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

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

Company:

Customer:

The Detroit Edison Company

Ypsilanti Township

By: _____

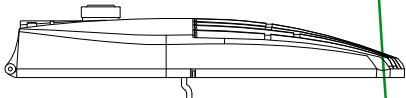
By: _____

Name: _____

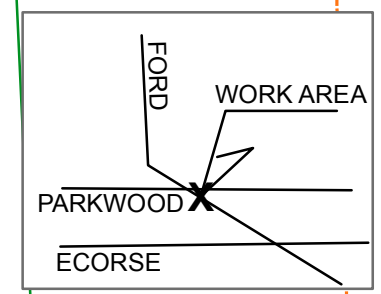
Name: _____

Title: _____

Title: _____



65 WATT LED AUTO BAHN



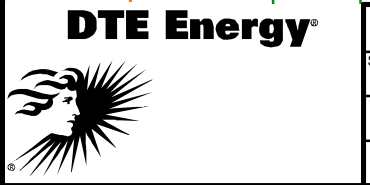
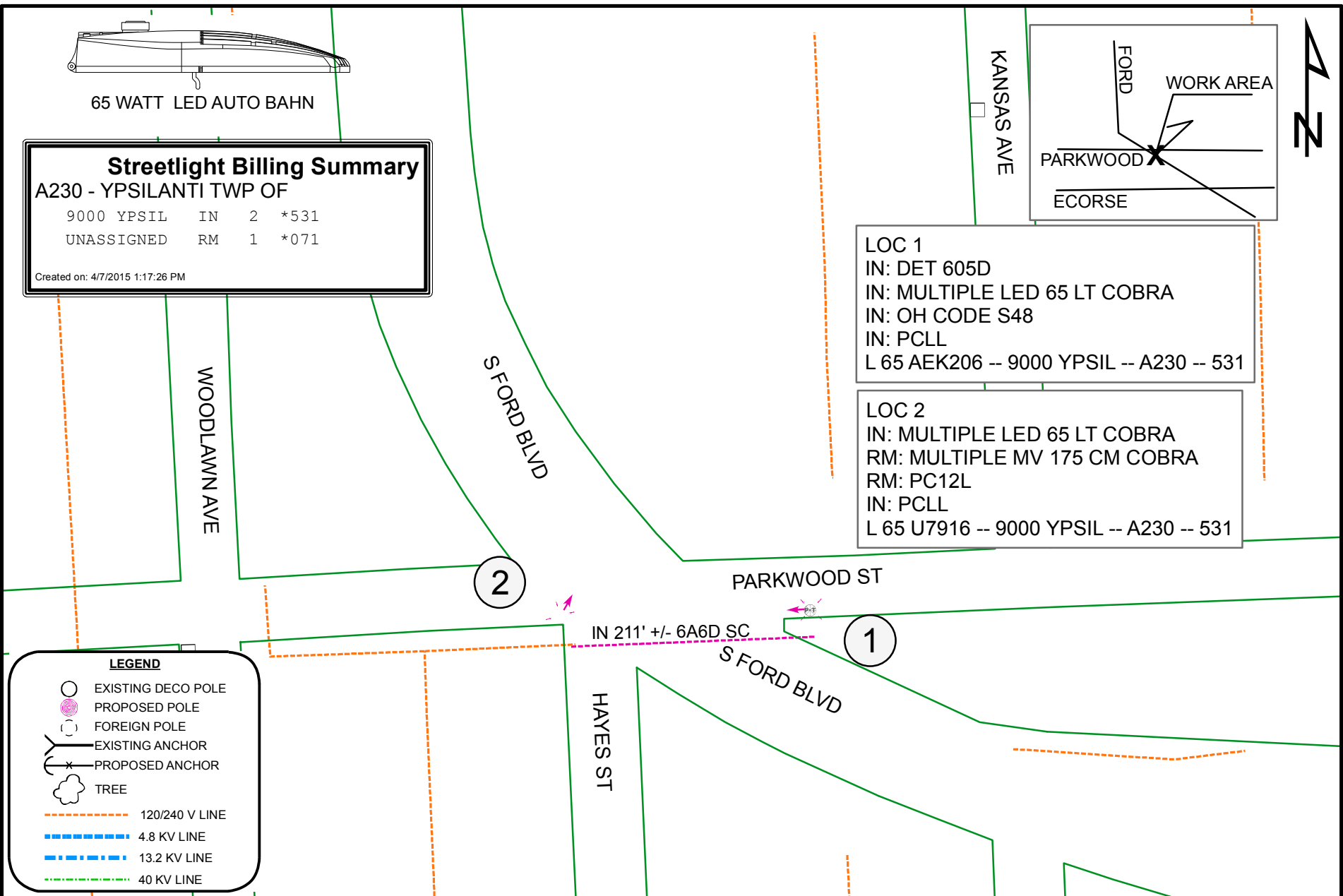
Streetlight Billing Summary
A230 - YPSILANTI TWP OF
 9000 YPSIL IN 2 *531
 UNASSIGNED RM 1 *071
 Created on: 4/7/2015 1:17:26 PM

LOC 1
 IN: DET 605D
 IN: MULTIPLE LED 65 LT COBRA
 IN: OH CODE S48
 IN: PCLL
 L 65 AEK206 -- 9000 YPSIL -- A230 -- 531

LOC 2
 IN: MULTIPLE LED 65 LT COBRA
 RM: MULTIPLE MV 175 CM COBRA
 RM: PC12L
 IN: PCLL
 L 65 U7916 -- 9000 YPSIL -- A230 -- 531

LEGEND

- EXISTING DECO POLE
- PROPOSED POLE
- FOREIGN POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- TREE
- 120/240 V LINE
- 4.8 KV LINE
- 13.2 KV LINE
- 40 KV LINE

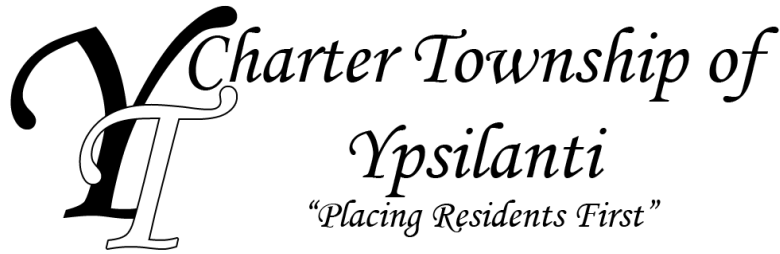


Work Order # 42776068	Work Order Description NBUS - 2 OH - Parkwood & S Ford Blvd - Ypsilanti Twp	GIS-DSN	SRW	RSD	PH	PLC		
Service Center	Circuit #1	Circuit #2	COH	COS	CUG	CUL		
Service Center	Circuit 1	Circuit 2						
Worksite City	Worksite City Twp County		Worksite Twp.	Worksite County				
Town	Range	Section	Qtr	Planner Name	CUE Request #	Version	Plot Date	Scale
	Town Range Section			Lee, Linda K	523763	1	4/7/2015	

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: Jeff Allen, Residential Services Director

DATE: April 10, 2015

RE: Award the LEC roofing contract to Lutz Roofing in the amount not to exceed \$140,000 and charged to line item 266.301.000.975.266.

On March 17, 2015, you authorized us to seek bids to replace the roof system that exist on the LEC on Huron Street.

We advertised for and received sealed bids for this project. On April 1, we conducted a mandatory pre-bid meeting at the LEC for companies interested in bidding on the project. Six firms attended the pre-bid and on April 9, we received and opened 4 qualified bids.

The list of bids/bidders is below:

Lutz Roofing- Shelby Township- \$133,500
T.F. Beck-Rochester Hills- \$167,075
Schena-Chesterfield- \$136,750
National Roofing- Burton- \$152,593

We are asking for an additional \$6,500 for unknown's, this amounts to less than 5%. We did ask for unit prices, should we find some metal decking that is bad or if some wood nailer's need to be replaced. The bid includes the removal of the 2 existing roof systems down to the metal deck with new polyisocyanurate insulation of 3.5 inches. All bidders provided a 5% bid bond, and insurance documents indicating they will name the Township officials as additionally insured.

Please award the bid to Lutz Roofing an amount-not to exceed- \$140,000 and to be billed to line item 260.301.000.975.266. We expect the work to be done in May or June.