

**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

May 19, 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

April 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.

April 2015 Disbursements:

Washtenaw County:	\$ 3,569.31
State of Michigan:	\$ 46,785.06
Ypsilanti Township Treasurer:	\$119,225.82

TOTAL: \$169,580.19

14-B District Court

Revenue Report for April 2015

General Account

Account Number
Due to Washtenaw County
(101-000-000-214.222) **\$3,569.31**

Due to State Treasurer

Civil Filing Fee Fund (MCL 600.171): \$14,588.00
State Court Fund (MCL 600.8371): \$1,010.00
Justice System Fund (MCL 600.181): \$19,777.00
Juror Compensation Reimbursement Fund:
 Civil Jury Demand Fee (MCL 600.8371): \$20.00
 Drivers License Clearance Fees (MCL 257.321a): \$2,010.00
Crime Victims Rights Fund (MCL 780.905): \$7,370.06
Judgment Fee (Dept. of Natural Resources): \$0.00
Due to Secretary of State
(101-000-000-206.136) \$2,010.00

Total: **\$46,785.06**

Due to Ypsilanti Township

Court Costs (101-000-000-602.136): \$41,263.00
Civil Fees (101-000-000-603.136): \$14,162.00
Probation Fees (101-000-000-604.000): \$11,931.00
Ordinance Fines (101-000-000-605.001): \$48,005.19
Bond Forfeitures (101-000-000-605.003): \$4,305.00
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): (\$440.37)

Total: **\$119,225.82**

Total to General Account - (101.000.000.004.136): \$169,580.19

Escrow Account

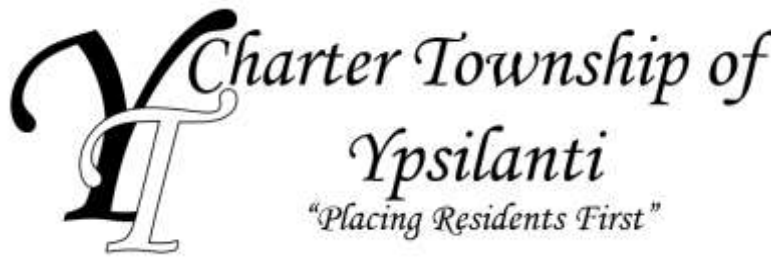
(101-000-000-205.136)

Court Ordered Escrow: \$6,956.90
Garnishment Proceeds: \$0.00
Bonds: \$19,698.00
Restitution: \$16,377.60

Total to Escrow Account - (101.000.000.205.136): \$43,032.50

		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	\$119,225.82	
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	\$554,920.86	
Expenditure			
Budget:	\$1,267,085.00	\$1,328,089.00	
Difference:	\$29,960.67	(\$712,164.14)	

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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

May 11, 2015

To: Township Board

From: Joe Lawson
Planning Director

Re: Planning Division (OCS) April/May 2015

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

Planning Commission Activity

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

On April 28, 2015, the Commission held its regular meeting to consider the following applications:

- **Majestic Lakes** – The Commission continued the public hearing from the April 14, 2015 regular meeting to consider the amended PD Stage I preliminary site plan and rezoning for the Majestic Lakes residential mixed use development. At the conclusion of the public hearing, the Commission made a recommendation to deny the requested amendment to the existing Planned Development. The recommendation will be presented to the Board during their regular May meeting date.
- **Hidaya Mosque** – The Commission held a public hearing to allow for the introduction of the project and to further allow for public comment and questions. Approximately 60 people attended the meeting many of which provided comments relating to the project. Due to the fact that the submitted site plan was not in proper form for a motion nor has the Road Commission completed their review of the Traffic Impact Study, the Commission took no action. The application will be brought back before the Commission once all site plan related item and any issues relating to the traffic study are resolved.

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 has been installed and a temporary occupancy permit issued. Teams have begun utilizing the facility while minor odd and ends are being wrapped up. A grand opening is scheduled for Friday, May 15th.

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 – The applicant continues to wrap up the exterior site work for this project. It is anticipated that all site work will be completed and stabilized by the end of June.

Cueter Chrysler Dealership – Staff along with OHM representatives held a pre-construction meeting on April 30th to permit the commencement of the approved site work. The applicant was eager to start work and anticipates completion by the end of June.

Los Amigos – Staff continues to wait for the submission of the final engineered drawings.

Majestic Lakes – As previously stated, at the conclusion of the public hearing, the Commission filed a recommendation of denial to the Board of Trustees. This recommendation will be presented to the Board during their regular May meeting date.

Burning Bush – Revised engineering plans have been submitted and are currently being reviewed. The County Water Resource Commissioner’s Office as provided the applicant with additional comments that must be resolved prior to final approval. Construction is still anticipated in the early summer.

Yankee Air Museum (YAM) – The Yankee PD application was presented to the Board of Trustees for the approval of the first reading during their April 21 regular meeting. The Board requested that the draft development agreement be updated for the Board’s

review during their May meeting date. The draft was updated by staff and has been forwarded to the applicant and the Township Attorney for review.

Buffalo Wild Wings – The applicant has submitted for detailed/final engineering review and approval. All comments are anticipated back to our office by the third week of May. Construction is planned for the early summer of 2015.

Hidaya Mosque – The Commission held the public hearing in order to take public comments on the application. As staff noted a number of site plan related issues including the lack of the necessary traffic impact study report from the Road Commission, no further action was taken on the application. The application will be presented to the Commission for action once all outstanding site plan and traffic related items have been resolved.

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.

College Sunoco – 2169 Washtenaw : Staff is in receipt of a preliminary site plan application for the demolition of the existing fuel station located at the intersection of Washtenaw and Hewitt. The new plan calls for the construction of a new 5,200 square-foot convenience store and fuel station. The applicant has been requested to review the Re-Imagine Washtenaw design guidelines prior to the plans being presented to the Planning Commission for site plan review. The preliminary plans have been disseminated to all applicable reviewing agents and I anticipate the first round of comments back by the third week of May.

Zoning Board of Appeals

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

On May 6, 2015 the Zoning Board of appeals considered the following applications:

USA Fireworks – 2820 Washtenaw (Dunhams): The ZBA held a public hearing to consider the Temporary Use Permit application of USA Fireworks to permit the display and sale of State of Michigan approved fireworks from June 16 through July 6, 2015. After the public hearing, the ZBA approved the application with the conditions noted within the staff report.

USA Fireworks – 2320 Ellsworth (Ollies): The ZBA held a public hearing to consider the Temporary Use Permit application of USA Fireworks to permit the display and sale of State of Michigan approved fireworks from June 16 through July 6, 2015. After the

public hearing, the ZBA approved the application with the conditions noted within the staff report.

Committee Meetings

WATS Technical Committee – There was no Technical Committee meeting in May due to a lack of agenda items. The next scheduled meeting will be held on June 3, 2015.

RACER/GM Property – Staff along with OHM representatives had an opportunity to review the most recent plans as they relate to the proposed stormwater system for the former GM Powertrain Facility. During this review, the plans continue to call for the construction of two different systems; one to handle the above grade stormwater and a second system to handle the groundwater. This particular review was focused strictly on the above grade stormwater. The current plan calls for the construction of a conveyance system consisting of swales that will lead to a large detention basin located toward the southern end of the property. Once the stormwater has been treated within the detention basin, the stormwater would then be released into an existing 84-inch storm pipe that eventually discharges to the Tyler Pond. RACER intends on taking the comments from his meeting to revise their plans before submitting the plans for a formal review and possible permit.

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: May 14, 2015
Re: April 2015 Police Services Monthly Report

In April of 2015, there were 3,840 calls for service in Ypsilanti Township, which is a 2.9% decrease in calls for service as compared to April of 2014.

ALCOHOL COMPLIANCE CHECKS

On April 24, 2015 deputies conducted alcohol compliance checks at 24 locations in Ypsilanti Twp. and cited 1 out of the 24 establishments for furnishing alcohol to a minor. The remaining establishments did not furnish alcohol to undercover decoys.

PAROLE COMPLIANCE CHECKS

On April 14, 2015 the Community Action Team and the Ann Arbor Parole Office conducted random parole checks around the Ypsilanti Twp. area. As a result of these compliance checks a total of 5 arrests were made. In addition, on April 20, 2015 the CAT Team and Ann Arbor Parole Office went to the 100 Blk of Devonshire and arrested a parolee for a parole violation.

SEARCH WARRANTS

The following locations are where search warrants were executed by either the Community Action Team or LAWNET for narcotics:

- 1700 Blk of Emerson on April 6, 2015 by Community Action Team
- 1400 Blk of Harry on April 13, 2015 by Community Action Team
- 1400 Blk of Chateau Vert on April 14, 2015 by Community Action Team
- 6200 Blk of S. Mohawk on April 16, 2015 by LAWNET
- 5700 Blk of Textile Rd on April 17, 2015 by Afternoon Deputies
- 5000 Blk of Bosuns Way on April 24, 2015 by LAWNET
- 1000 Blk of Maplewood on April 26, 2015 by LAWNET

TRAFFIC AND CRIME ENFORCEMENT

The Sheriff's Office will be working with the DDACTS (Data drive approaches to crime and traffic safety) model in efforts to address crime trends and traffic concerns throughout the Summer of 2015. The Jamar radar system has been deployed in several neighborhoods throughout the township identifying speed enforcement times for deputy sheriffs to target speeders. In addition, our Crime Analyst continues to provide hot spot information on crime trends and locations for deputies to conduct directed patrols.

Public Safety – Quality Service – Strong Communities

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT



Month:	April
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 April

Classification	Apr/2014	Apr/2015	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
10001 KIDNAPPING/ABDUCTION	1	2	100%
10002 PARENTAL KIDNAPPING	0	1	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	2	1	-50%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	2	0	-100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%
12000 ROBBERY	4	4	0%
13001 NONAGGRAVATED ASSAULT	43	42	-2.32%
13002 AGGRAVATED/FELONIOUS ASSAULT	19	20	5.263%
13003 INTIMIDATION/STALKING	4	3	-25%
20000 ARSON	0	1	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	25	13	-48%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	3	4	33.33%
23001 LARCENY -POCKETPICKING	1	0	-100%
23002 LARCENY -PURSESNAATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	20	9	-55%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	11	10	-9.09%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	3	4	33.33%
23007 LARCENY -OTHER	8	6	-25%
24001 MOTOR VEHICLE THEFT	14	8	-42.8%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	1	0	-100%
24003 MOTOR VEHICLE FRAUD	0	1	0%
25000 FORGERY/COUNTERFEITING	1	1	0%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	10	10	0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	5	2	-60%
26003 FRAUD -IMPERSONATION	6	10	66.66%
26005 FRAUD -WIRE FRAUD	0	0	0%
27000 EMBEZZLEMENT	1	1	0%
28000 STOLEN PROPERTY	3	0	-100%
29000 DAMAGE TO PROPERTY	27	33	22.22%
30001 RETAIL FRAUD -MISREPRESENTATION	2	1	-50%
30002 RETAIL FRAUD -THEFT	9	5	-44.4%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	16	13	-18.7%
35002 NARCOTIC EQUIPMENT VIOLATIONS	5	5	0%
37000 OBSCENITY	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	3	0	-100%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of April

Classification	Apr/2014	Apr/2015	%Change
52003 WEAPONS OFFENSE -OTHER	1	2	100%
Group A Totals	250	212	-15.2%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	3	0	-100%
26006 FRAUD -BAD CHECKS	1	0	-100%
36004 SEX OFFENSE -OTHER	1	0	-100%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	9	3	-66.6%
41002 LIQUOR VIOLATIONS -OTHER	3	1	-66.6%
48000 OBSTRUCTING POLICE	6	3	-50%
49000 ESCAPE/FLIGHT	1	0	-100%
50000 OBSTRUCTING JUSTICE	14	3	-78.5%
53001 DISORDERLY CONDUCT	2	2	0%
53002 PUBLIC PEACE -OTHER	0	0	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	0	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	11	15	36.36%
55000 HEALTH AND SAFETY	2	4	100%
57001 TRESPASS	2	1	-50%
58000 SMUGGLING	1	1	0%
62000 CONSERVATION	0	1	0%
63000 VAGRANCY	2	0	-100%
70000 JUVENILE RUNAWAY	8	8	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	1	5	400%
Group B Totals	67	47	-29.8%
2800 JUVENILE OFFENSES AND COMPLAINTS	50	67	34%
2900 TRAFFIC OFFENSES	36	27	-25%
3000 WARRANTS	80	52	-35%
3100 TRAFFIC CRASHES	69	74	7.246%
3200 SICK / INJURY COMPLAINT	44	79	79.54%
3300 MISCELLANEOUS COMPLAINTS	758	755	-0.39%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	1	0	-100%
3500 NON-CRIMINAL COMPLAINTS	837	960	14.69%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	1318	1127	-14.4%
3800 ANIMAL COMPLAINTS	84	81	-3.57%
3900 ALARMS	179	179	0%
Group C Totals	3456	3401	-1.59%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	2	100%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	-100%
4200 PARKING CITATIONS	4	2	-50%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	1	0	-100%
4500 MISCELLANEOUS A THROUGH UUUU	5	10	100%
Group D Totals	12	14	16.66%
5000 FIRE CLASSIFICATIONS	1	0	-100%
5100 18A STATE CODE FIRE CLASSIFICATIONS	3	0	-100%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Group E Totals	4	0	-100%
6000 MISCELLANEOUS ACTIVITIES (6000)	25	31	24%
6100 MISCELLANEOUS ACTIVITIES (6100)	94	99	5.319%
6300 CANINE ACTIVITIES	9	2	-77.7%
6500 CRIME PREVENTION ACTIVITIES	28	26	-7.14%
6600 COURT / WARRANT ACTIVITIES	5	2	-60%
6700 INVESTIGATIVE ACTIVITIES	5	6	20%
Group F Totals	166	166	0%
City : Ypsilanti Twp Totals	3955	3840	-2.90%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through April

Classification	2014	2015	%Change
Group F Totals	0	0	0%
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	1	0	-100%
10001 KIDNAPPING/ABDUCTION	2	2	0%
10002 PARENTAL KIDNAPPING	0	2	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	7	9	28.57%
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	4	1	-75%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	2	100%
12000 ROBBERY	14	10	-28.5%
13001 NONAGGRAVATED ASSAULT	138	147	6.521%
13002 AGGRAVATED/FELONIOUS ASSAULT	61	70	14.75%
13003 INTIMIDATION/STALKING	14	7	-50%
20000 ARSON	1	1	0%
21000 EXTORTION	1	1	0%
22001 BURGLARY -FORCED ENTRY	76	49	-35.5%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	11	20	81.81%
23001 LARCENY -POCKETPICKING	1	0	-100%
23002 LARCENY -PURSESNAATCHING	0	1	0%
23003 LARCENY -THEFT FROM BUILDING	65	40	-38.4%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	2	1	-50%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	31	59	90.32%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	9	9	0%
23007 LARCENY -OTHER	24	27	12.5%
24001 MOTOR VEHICLE THEFT	45	28	-37.7%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	5	3	-40%
24003 MOTOR VEHICLE FRAUD	1	2	100%
25000 FORGERY/COUNTERFEITING	5	5	0%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	32	28	-12.5%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	16	21	31.25%
26003 FRAUD -IMPERSONATION	26	30	15.38%
26005 FRAUD -WIRE FRAUD	2	2	0%
27000 EMBEZZLEMENT	2	2	0%
28000 STOLEN PROPERTY	7	4	-42.8%
29000 DAMAGE TO PROPERTY	81	82	1.234%
30001 RETAIL FRAUD -MISREPRESENTATION	3	5	66.66%
30002 RETAIL FRAUD -THEFT	27	22	-18.5%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	1	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	62	50	-19.3%
35002 NARCOTIC EQUIPMENT VIOLATIONS	23	20	-13.0%
37000 OBSCENITY	1	0	-100%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	1	0	-100%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through April

Classification	2014	2015	%Change
52001 WEAPONS OFFENSE- CONCEALED	8	7	-12.5%
52003 WEAPONS OFFENSE -OTHER	3	4	33.33%
Group A Totals	817	778	-4.77%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	7	1	-85.7%
26006 FRAUD -BAD CHECKS	9	0	-100%
36004 SEX OFFENSE -OTHER	2	1	-50%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	17	14	-17.6%
41002 LIQUOR VIOLATIONS -OTHER	5	3	-40%
48000 OBSTRUCTING POLICE	25	19	-24%
49000 ESCAPE/FLIGHT	1	2	100%
50000 OBSTRUCTING JUSTICE	39	25	-35.8%
53001 DISORDERLY CONDUCT	11	14	27.27%
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	34	35	2.941%
55000 HEALTH AND SAFETY	5	10	100%
57001 TRESPASS	2	4	100%
58000 SMUGGLING	1	1	0%
62000 CONSERVATION	0	1	0%
63000 VAGRANCY	2	1	-50%
70000 JUVENILE RUNAWAY	26	36	38.46%
73000 MISCELLANEOUS CRIMINAL OFFENSE	4	11	175%
Group B Totals	194	182	-6.18%
2800 JUVENILE OFFENSES AND COMPLAINTS	159	140	-11.9%
2900 TRAFFIC OFFENSES	185	159	-14.0%
3000 WARRANTS	265	207	-21.8%
3100 TRAFFIC CRASHES	581	440	-24.2%
3200 SICK / INJURY COMPLAINT	258	334	29.45%
3300 MISCELLANEOUS COMPLAINTS	2745	2694	-1.85%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	3	3	0%
3500 NON-CRIMINAL COMPLAINTS	3048	3477	14.07%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	4338	4206	-3.04%
3800 ANIMAL COMPLAINTS	222	251	13.06%
3900 ALARMS	746	669	-10.3%
Group C Totals	12550	12580	0.239%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	3	8	166.6%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	0	-100%
4200 PARKING CITATIONS	13	18	38.46%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	2	5	150%
4500 MISCELLANEOUS A THROUGH UUUU	43	33	-23.2%
Group D Totals	63	64	1.587%
5000 FIRE CLASSIFICATIONS	2	2	0%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through April

Classification	2014	2015	%Change
5100 18A STATE CODE FIRE CLASSIFICATIONS	10	1	-90%
Group E Totals	12	3	-75%
6000 MISCELLANEOUS ACTIVITIES (6000)	158	127	-19.6%
6100 MISCELLANEOUS ACTIVITIES (6100)	278	310	11.51%
6300 CANINE ACTIVITIES	22	8	-63.6%
6500 CRIME PREVENTION ACTIVITIES	108	96	-11.1%
6600 COURT / WARRANT ACTIVITIES	12	6	-50%
6700 INVESTIGATIVE ACTIVITIES	20	16	-20%
Group F Totals	598	563	-5.85%
City : Ypsilanti Twp Totals	14234	14170	-0.44%



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, MAY 19, 2015

5:00 P.M.

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

1. DISCUSSION OF HIRING ADDITIONAL HUMAN RESOURCE STAFF KAREN WALLIN, HUMAN RESOURCES
2. REVIEW AGENDA SUPERVISOR STUMBO
3. OTHER DISCUSSION BOARD MEMBERS

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



**Human Resource
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
ytown.org

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin, HR Department

DATE: May 11, 2015

RE: **May 19, 2015 WORK SESSION – AGENDA ITEM – Discussion with Board regarding hiring additional HR staff member.**

Please add to the Agenda of the May 19, 2015 Work Session discussion regarding hiring an additional staff member for the Human Resource Department. Over the past few years, Human Resource Department related projects and functions have continued to grow and the workload has increased to such levels that additional staffing is warranted.

The following are examples of responsibilities which could be encompassed within the new positions:

- Hiring/Supervising Park Rangers & Gate Staff
- Develop policies and procedures for loss prevention and risk control program
- Assist with development of Township Policies & Procedures Manual, updating policies as laws change
- Serve as Township Safety Officer
- Assist with development and implementation of safety programs for OSHA compliance
- Assist with worker's compensation insurance program
- Assist with developing New Hire Orientation
- Conduct Background Investigation for new hires
- Serve as EEOC officer, investigating employment related claims/complaints
- Assist with Payroll and Time Bank Management

A possible title for the position would be Compliance Specialist with a salary of \$45,000 - \$48,000.

Following discussion and support from the Township Board, I will bring back a detailed job description to the June meeting.

Your consideration in this matter is appreciated. Should you have any additional questions, please feel free to contact me.

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

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REGULAR MEETING AGENDA

TUESDAY, MAY 19, 2015

7:00 P.M.

Revised 5-19-15

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - A. 7:00PM – POLLARD (U.S.) LTD., RESOLUTION 2015-7, REQUEST FOR INDUSTRIAL FACILITIES TAX EXEMPTION
(PUBLIC HEARING SET AT APRIL 7, 2015 REGULAR MEETING)
 - B. 7:15PM – BLACKMORE CO., INC. RESOLUTION 2015-13, REQUEST FOR INDUSTRIAL FACILITIES TAX EXEMPTION
(PUBLIC HEARING SET AT APRIL 21, 2015 REGULAR MEETING)
4. PUBLIC COMMENTS
5. CONSENT AGENDA
 - A. MINUTES OF THE APRIL 21, 2015 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR MAY 5, 2015 IN THE AMOUNT OF \$317,821.63
 2. STATEMENTS AND CHECKS FOR MAY 19, 2015 IN THE AMOUNT OF \$1,176,402.93
 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR APRIL, IN THE AMOUNT OF \$54,511.87
 4. CHOICE HEALTH CARE ADMIN FEE FOR MARCH IN THE AMOUNT OF \$1,177.50
 - C. APRIL 2015 TREASURER REPORT
5. SUPERVISOR REPORT
6. CLERK REPORT
7. TREASURER REPORT
8. TRUSTEE REPORT
9. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. 2ND READING OF RESOLUTION NO. 2015-9, 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 AND APPROVAL OF THE PRELIMINARY PLANNED DEVELOPMENT AGREEMENT
(1ST READING HELD AT THE APRIL 21, 2015 REGULAR MEETING MEETING)
2. 2ND READING OF RESOLUTION NO. 2015-10, 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
(1ST READING HELD AT THE APRIL 21, 2015 REGULAR MEETING)

NEW BUSINESS

1. BUDGET AMENDMENT #7
2. RESOLUTION 2015-14, TO DESIGNATE THE CHARTER TOWNSHIP OF YPSILANTI A BEE CITY IN PARTNERSHIP WITH THE CITY OF YPSILANTI
3. REQUEST TO APPOINT AN YPSILANTI TOWNSHIP BEE COMMITTEE TO ENCOURAGE AND COORDINATE LOCAL POLLINATOR HABITAT AND LOCAL AWARENESS
4. REQUEST TO APPROVE PROFESSIONAL SERVICES FOR BEEKEEPING AND THE PURCHASE OF MATERIALS TO CONSTRUCT A BEE APIARY TO BE HOUSED AT THE CIVIC CENTER IN THE AMOUNT OF \$4,500.00 BUDGETED IN LINE ITEM #101-956-000-801-000
5. 1ST READING OF RESOLUTION 2015-15, PROPOSED ORDINANCE NO. 2015-447, AN ORDINANCE TO AMEND CHAPTER 22 OF THE CODE OF ORDINANCES BY REPEALING CURRENT CHAPTER 22, ARTICLE IV REGARDING PEDDLER'S LICENSES
6. 1ST READING OF RESOLUTION 2015-16, PROPOSED ORDINANCE 2015-448, TO AMEND PLANNED DEVELOPMENT #14 REZONING TO PLANNED DEVELOPMENT #20 STAGE 1 PRELIMINARY SITE PLAN AND REZONING AT THE REQUEST OF BLUE MAJESTIC, LLC
7. REQUEST TO APPROVE PRELIMINARY L-4029 2015 TAX RATE AND TO AUTHORIZE SIGNING

8. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR 2015 LOCAL ROAD DUST CONTROL SERVICES TO INCLUDE THREE (3) SOLID APPLICATIONS OF CONTRACT BRINE ON ALL CERTIFIED LOCAL GRAVEL/LIMESTONE ROADS WITHIN THE TOWNSHIP IN THE AMOUNT OF \$4,511.64 BUDGETED IN LINE ITEM #212-212-000-818-006
9. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR LOCAL ROAD IMPROVEMENTS ON SWEET ROAD, CLARK ROAD TO HOLMES ROAD, EAST PARK SUBDIVISION, DEAUVILLE PARISH SUBDIVISION, AND PAINT CREEK FARMS SUBDIVISION AS OUTLINED IN THE AGREEMENT IN AN ESTIMATED AMOUNT OF \$108,088.64 AND BUDGETED IN LINE ITEM #101-446-000-818-022
10. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE LEGAL ACTION TO ABATE A PUBLIC NUISANCE LOCATED AT 959 TYLER ROAD IN THE ESTIMATED AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
11. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 6446 OAKHURST, 1540 MCCARTY, 6208 MIAMI, 2123 MOELLER, 669 CALDER, 252 OREGON AND 1040 COMMONWEALTH IN THE AMOUNT OF \$35,0000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
12. REQUEST TO ADD CAMPBELL TITLE AND MIDWEST GOLF AND TURF TO APPROVED VENDOR LIST
13. SET PUBLIC HEARING DATE OF TUESDAY , JUNE 16, 2015 AT APPROXIMATELY 7:00PM - CREATION OF SPECIAL ASSESSMENT DISTRICT FOR BUD/BLOSSOM NEIGHBORHOOD CAMERAS
14. SET PUBLIC HEARING DATE OF TUESDAY , JUNE 16, 2015 AT APPROXIMATELY 7:00PM - CREATION OF SPECIAL ASSESSMENT DISTRICT FOR APPLERIDGE NEIGHBORHOOD CAMERAS
15. SET PUBLIC HEARING DATE OF TUESDAY , JULY 21, 2015 AT APPROXIMATELY 7:00PM - CREATION OF SPECIAL ASSESSMENT DISTRICT FOR OAKLAWN/HAWTHORNE NEIGHBORHOOD CAMERAS

OTHER BUSINESS

AUTHORIZATION AND BIDS

1. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF TO APPROVE 2015 GOLF CART MAINTENANCE AGREEMENT WITH MIDWEST GOLF AND TURF IN THE TOTAL AMOUNT OF \$5,610.00 TO BE PAID MONTHLY (\$935.00 PER MONTH) FROM APRIL TO SEPTEMBER 2015 BUDGETED IN LINE ITEM # 584-584-000-757-003
2. REQUEST OF MIKE SARANEN, HYDRO OPERATIONS FOR AUTHORIZATION TO PURCHASE 1,100 (ONE THOUSAND ONE HUNDRED) GALLONS OF SHELL NATURELLE REPLACEMENT ENVIRONMENTAL OIL FOR THE FORD LAKE DAM SLUICE GATE SYSTEM FROM EASTERN OIL COMPANY IN THE AMOUNT OF \$38,518.60 BUDGETED IN LINE ITEM #252-252-000-930-001

3. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR AUTHORIZATION TO PURCHASE 2015 FORD EXPEDITION XL (SSV) 4X4 THROUGH MIDEAL #3905-0085 CONTRACT #07B1300005 IN THE AMOUNT OF \$31,522.00 BUDGETED IN LINE ITEM #206-970-000-979-000
4. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR AUTHORIZATION TO PURCHASE TWO (2) TORO SS3225 32" DECK 452CC IN THE AMOUNT OF \$2,249.00 EACH WITH TWO (2) 32" RECYCLER MULCH KITS FOR \$102.00 EACH AND ONE (1) PIONEER S-SERIES 52" DECK MOWER IN THE AMOUNT OF \$5,679.00 WITH ONE (1) 52" MULCH KIT FOR \$240.00 FOR A TOTAL AMOUNT OF \$10,621.00 ALL WITH GOVERNMENT PRICING BUDGETED IN LINE ITEM #206-970-000-979-000
5. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO SEEK BIDS FOR DEMOLITION TO CLOSE LEGAL ACTION ON PROPERTIES LOCATED AT 1236 RIDGE, 2977 GROVE, 2572 HEARTHSIDE, 6321 ROSSBECK, AND 680 GILL
6. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO AWARD LOW BID FOR INSTALLATION OF UNDERGROUND FIBER OPTIC CABLE TO CONNECT FIRE STATION 1 AND THE COMMUNITY CENTER TO FIBER LINK, INC. IN THE AMOUNT OF \$167,439.51 AND TO ALSO AUTHORIZE OTHER ASSOCIATED PROJECT COSTS OF \$9,750.00 FOR A TOTAL AMOUNT OF \$177,189.51 BUDGETED IN LINE ITEM #101-970-000-971-010
7. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION TO SEEK SEALED BIDS FOR REPLACEMENT OF BUD AND BLOSSOM PLAYGROUND EQUIPMENT AND INSTALLATION IN ACCORDANCE WITH THE PARKS AND RECREATION MASTER PLAN
8. REQUEST AUTHORIZATION TO SEEK SEALED BIDS FOR THE SALE OF YPSILANTI TOWNSHIP VACANT PROPERTY LOCATED AT 5871 S. MOHAWK AVENUE K-11-22-480-050 AND TO AUTHORIZE TITLE WORK AND THE SALE OF THE PROPERTY TO THE HIGHEST BIDDER

PUBLIC HEARING

Resolution 2015-7
Pollard (U.S.) LTD
Industrial Facilities Tax Exemption Application

RESOLUTION 2015-7

WHEREAS, on January 18, 1983, the Ypsilanti Township Board established an Industrial Development District pursuant to Public Act 198, Act of 1974; and

WHEREAS, on March 19, 2015, **Pollard (U.S.) Ltd.** submitted an application for an Industrial Facilities Exemption Certificate regarding property within the Industrial Development District; and

WHEREAS, said application is as provided in Section 5(1) of said Act 198 and filed in the form and manner prescribed by the State Tax Commission; and

WHEREAS, all provisions of Section 9(1) of said Act 198 are complied with by said application and other matters investigated and considered by this Board; and

WHEREAS, the legislative body of each governmental unit which levies ad valorem taxes on said property has been afforded an opportunity to be heard on this matter at a public hearing held on the 19th day of May, 2015; and

WHEREAS, this Board approves the purpose behind the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, said Act 198 has been amended to allow local governments to enter into written agreements approving applications for Industrial Facilities Exemption Certificates; and

WHEREAS, the Industrial Facilities Exemption Certificate in an amount exceeding the 5% limitation found in Section 9(1) of Act 198 shall not have the effect when considered together with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force of substantially impeding the operation of local government or impairing the financial soundness of any unit of local government or any affected taxing unit.

NOW THEREFORE,

BE IT RESOLVED AS FOLLOWS:

1. The Ypsilanti Township Board approves the application of **Pollard (U.S.) Ltd.** for an Industrial Facilities Exemption Certificate in the amount of **\$1,828,000.00** for the 12 year period, as requested, on the condition that **Pollard (U.S.) Ltd.** enter into a written agreement with the Township, subject to approval by the Township attorney, that will insure that the objectives of Act 198 are met as it pertains to retention/creation of jobs, and furthermore provide 100% reimbursement to the taxing units affected by said abatement of all tax dollars saved as a result of said

abatement if, for any reason, during the time period approved for said abatement, the tax abatement certificate is revoked, canceled or relinquished.

2. The Board finds that this Industrial Facilities Exemption Certificate, together with the aggregate amount of industrial facilities exemption certificates previously granted and currently in force in an amount exceeding the 5% limitation found in Section 9(1) of Act 198, shall not have the effect of substantially impeding the operation of the Charter Township of Ypsilanti or impairing the financial soundness of a taxing unit which levies an ad valorem property tax in the Charter Township of Ypsilanti in which the facility is located.

3. The Township Clerk is hereby directed to forward a copy of the application of **Pollard (U.S.) Ltd.** for the Industrial Facilities Exemption Certificate, together with a true copy of this Resolution approving same, to the State Tax Commission of the State of Michigan for appropriate action.

AGREEMENT BETWEEN
THE CHARTER TOWNSHIP OF YPSILANTI
AND POLLARD (U.S.) LTD.

This Agreement (“*Agreement*”) is entered into this ____ day of May, 2015, between the **CHARTER TOWNSHIP OF YPSILANTI** (“*Township*”), a Michigan municipal corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099, and **POLLARD (U.S.) LTD.** (“*Pollard*”), a duly authorized corporation incorporated under the laws of the State of New Jersey, whose address is 775 James L. Hart Parkway Ypsilanti, MI 48197, through their undersigned authorized representatives.

Definitions: As used in this *Agreement*, the term “*Township*” shall mean the **CHARTER TOWNSHIP OF YPSILANTI**; the term “*POLLARD*” shall mean **POLLARD (U.S.) LTD.**; the term “*Certificate*” shall mean the Industrial Facilities Exemption Certificate pursuant to Act 198 of 1974, as amended; the term “*Facility*” shall mean the facility located at 775 James L. Hart Parkway, Ypsilanti Township, Washtenaw County, Michigan 48197; the term “*Act*” shall mean Act 198 of 1974, as amended; and the term “*Application*” shall mean Application for Industrial Facilities Exemption Certificate.

WHEREAS, POLLARD has requested, and following a public hearing on May 19, 2015, the **Township** adopted a resolution approving a **Certificate** pursuant to Act 198 of 1974, as amended; for the **Facility** located at 775 James L. Hart Parkway, Ypsilanti Township, Washtenaw County, Michigan 48197, for a period of twelve (12) years.

WHEREFORE, the parties hereto agree as follows:

1. **Real Property Improvements.** **POLLARD** will make the "**Real Property Improvements**" set forth in the **Application** (a copy of which is attached hereto, labeled **Exhibit A**) within two (2) years of the approval date of the certificate. **POLLARD** shall also attach a copy of the legal description (labeled **Exhibit B**) for the real property which is the subject of this **Agreement**.

2. **Reimbursement of Abated Taxes to the Township and Other Taxing Units.** In the event that **POLLARD** revokes, cancels or relinquishes the **Certificate** prior to the end of the term of the **Certificate** as approved by the State Tax Commission, or in the event that **POLLARD** relocates its **Facility** located at 775 James L. Hart Parkway, Ypsilanti Township, Washtenaw County, Michigan 48197, outside of the **Township** prior to the end of the term of the **Certificate** and such revocation, cancellation, relinquishment or relocation is effectuated without either (a) the consent of the **Township**, or (b) the approval of

the **Township** of a transfer of the **Certificate** by **POLLARD** to a new owner or lessee of the **Facility**, then in such event, **POLLARD** shall be obligated to reimburse the **Township** and all other taxing units affected by said abatement, an amount equal to 100% of the amount of property taxes abated pursuant to the issuance of the **Certificate**.

The reimbursement shall be immediately payable in full by **POLLARD** within 30 days upon receipt of an invoice and demand for reimbursement from the **Township** on behalf of itself and all other taxing units affected by said abatement.

If for any reason **POLLARD** fails to pay the amount of the invoice for abated taxes to the taxing units affected thereby within 30 days of the date of said invoice, **POLLARD** shall be responsible for any additional costs incurred by the **Township** in seeking recovery of said abated taxes, including, but not limited to administrative fees, court costs and actual attorney fees incurred.

3. **Responsibilities of Pollard (U.S.) Ltd.** If prior to the end of the term of the **Certificate** as issued by the State Tax Commission **POLLARD** chooses to vacate the **Facility**, **POLLARD** agrees to be responsible for the following:

A. **POLLARD** agrees to the cleanup of any environmental contamination which was caused by **POLLARD**, its employees or

agents acting within the scope of their agency, which cleanup shall include, but not be limited to, demolition of obsolete property.

B. **POLLARD** shall, if requested by the **Township**, post a surety bond in an amount equal to the unpaid amounts anticipated to be due from **POLLARD** under this **Agreement** as a result of **POLLARD** vacating the **Facility** prior to the term for which the **Certificate** was approved by the State Tax Commission, including, but not limited to, any reasonable cleanup or maintenance costs under this paragraph, including any appropriate administrative fees charged thereto.

C. **POLLARD** shall, during the time period in which this **Certificate** is in effect, prior to filing any petition with the Michigan Tax Tribunal seeking a reduction in the assessment of real property (which property is covered by the **Certificate** herein) shall request a meeting with the Township's full time administrative officials and the Township Assessor in a good faith effort to resolve any dispute, which meeting shall constitute a condition precedent to the filing of a petition in the Michigan Tax Tribunal. It is further agreed by the parties that in the event **POLLARD** requests a meeting with the Township to discuss real property tax disputes, a meeting shall be held by the parties within 45 days of **POLLARD** making said request.

It is furthermore agreed by the parties that in the event the parties are not successful in resolving the real property tax dispute, **POLLARD** shall pay prior to filing a petition with the Michigan Tax Tribunal the real property taxes in dispute pending a final decision from the Michigan Tax Tribunal.

4. **Compliance with Applicable Laws and Regulations.** **POLLARD** agrees that it will operate the **Facility** in accordance with all applicable federal, state and local laws and regulations, including, but not limited to, zoning, outside storage, industrial waste disposal, air and water quality, noise control and other environmental regulations.

5. **State Education Tax.** **POLLARD** agrees that during the duration of this **Certificate** as approved by the State Tax Commission that it will not seek an abatement of the State Education Tax pursuant to Public Act 1993, effective March 15, 1994, entitled "**State Education Tax Act**", MCL 211.901 et seq.

6. **Administration Fee.** **POLLARD** agrees to remit to the **Township** during the duration of the **Certificate** as approved by the State Tax Commission the administrative fee provided in section 11(1) of Public Act 198 of 1974, MCL 207.561(1), as amended.

7. **Reporting.** **POLLARD** shall provide in a timely manner, all reports or other information required to be provided to the **Township** pursuant to the **Act**, and such supplemental information as may be reasonably requested by the **Township** in connection therewith, including, but not limited to the following:

A. Balance sheets which list the assets (both current and fixed), liabilities and net worth;

B. Detailed reports which verify all machinery and equipment, furniture, fixtures and special tools from the general ledger.

C. List of locations and their numbers as reflected on your trial balance.

D. Financial statements (Detailed Balance Sheet, Detailed Income Statement with footnotes).

E. Lease agreements in effect for all personal property.

F. Detailed Trial Balance which reflects ending balances for the audit locations.

G. Invoices as selected.

H. General Ledger.

I. Copy of Michigan Single Business Tax Return with supporting schedules.

J. Complete copy of Corporate Federal Income Tax returns including Depreciation Schedules and Attachments.

K. Any other document deemed necessary for completion of a complete audit of all personal property.

8. **Initial Status Report.** **POLLARD** will submit to the **Township Clerk**, not later than January 10th of the second year **POLLARD** occupies the **Facility**, an Initial Status Report, in a form requested by the **Township**, which shall indicate the actual project cost, the estimated project cost, the number of jobs created and projected to be created within the time period described in paragraph 1 of said **Agreement** with an explanation of any variations from what was set forth in the **Application** and the actual costs or actual employment levels achieved.

9. **Annual Status Report.** **POLLARD** further agrees to submit not later than December 31st of each year, beginning one year after submission of the Initial Status Report required by Paragraph 10, an Annual Status Report regarding status of employment in a form requested by the **Township**. If employment has not equaled or exceeded the numbers set forth in the **Application**, an explanation for this variance shall be provided by **POLLARD**.

10. **Fulfillment of Obligations.** In the event that **POLLARD** occupies the **Facility** for the full term of the **Certificate** as approved by the State Tax Commission or in the alternative **POLLARD** obtains either (a) the consent of the

Township to relocate its operation prior to the end of the term of the *Certificate*, or (b) the approval of the *Township* to transfer the *Certificate* to a new owner or lessee of the *Facility*, then *POLLARD* shall be considered to have fulfilled any and all of its obligations to the *Township* pursuant to the *Certificate* and this *Agreement*. Notwithstanding anything else in this *Agreement*, in the event *POLLARD* does not occupy the *Facility* or does not receive any tax abatement pursuant to this *Agreement*, *POLLARD* will not be liable for any costs, damages, fees or other amounts or payments of any kind under this *Agreement*.

11. **Corporate Authority.** The execution, delivery and performance by *POLLARD* of this *Agreement* has been duly authorized by all necessary corporation action and will not violate its articles of the corporation or its by-laws.

12. **Binding Agreement.** When executed by *Township* and *POLLARD*, this *Agreement* shall be a valid and binding obligation of *POLLARD* and shall be enforceable against the parties in accordance with its terms herein.

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

A. Personally delivered with written acknowledgment of receipt; or,

- B. Deposited with an expedited mail service company for delivery on the next business day; or,
- C. Sent by telegram; or,
- D. By facsimile transmission; or,
- E. On the next business day after the date when deposited in the United States Mail, certified, return receipt requested, postage pre-paid, addressed as follows:

If to the ***Township***: Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197
ATTN: Karen Lovejoy Roe, Twp. Clerk
and/or her successor

If to ***POLLARD***: Robert Rose
Pollard (U.S.) Ltd.
1499 Buffalo Place
Winnipeg, Manitoba Canada R3T 1L7

14. **Entire Agreement and Amendment.** Subject to the provisions of the Act, this ***Agreement*** and the Exhibits attached thereto contain the entire agreement between the ***Township*** and ***POLLARD*** with respect to the matters described herein. This ***Agreement*** may not be amended, except with the written consent of the ***Township*** and ***POLLARD*** and approval by the State Tax Commission.

15. **Captions.** The captions in this **Agreement** are for convenience only and in no way define, limit or describe the scope of intent of any provisions or sections of this **Agreement**.

16. **Interpretation.** This **Agreement** shall be governed by and interpreted in accordance with the laws of the State of Michigan.

17. **Acceptance.** The terms of this **Agreement** are hereby accepted this _____ day of _____, 2015.

18. It is the intent of the parties that this **Agreement** shall be filed and recorded with the Washtenaw County Register of Deeds.

CHARTER TOWNSHIP OF YPSILANTI

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Township Clerk

Pollard (U.S.) Ltd.

By: Dion Grotkowski
Its:

Exhibit A

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 or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Ka Jayi Paul</i>	Date received by Local Unit <i>March 19, 2015</i>
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) Pollard (U.S.) Ltd.		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 32311	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 775 James L. Hart Parkway, Ypsilanti MI 48197		1d. City/Township/Village (indicate which) Ypsilanti Township	1e. County Washtenaw
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))		3a. School District where facility is located Ypsilanti Public Schools	3b. 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.

To meet increased product demand, Pollard U.S. is upgrading its plant infrastructure to accommodate new equipment.

6a. Cost of land and building improvements (excluding cost of land).....	▶ <u>\$1,828,000.00</u>
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	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	Personal Property Costs
6c. Total Project Costs	▶ <u>\$1,828,000.00</u>
* Round Costs to Nearest Dollar	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.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements ▶	<u>11/1/14</u>	<u>12/1/15</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	_____	_____	▶ <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 MEOC 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. 141	10. No. of new jobs at this facility expected to create within 2 years of completion. 9
---	---

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	_____

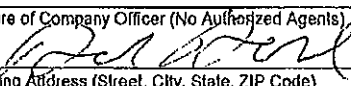
12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit)	12c. Is this application for a speculative building (Sec. 3(8))? <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 Ava Gruener	13b. Telephone Number (204) 474-2323	13c. Fax Number (800) 463-9549	13d. E-mail Address agruener@pbl.ca
14a. Name of Contact Person same as preparer	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
15a. Name of Company Officer (No Authorized Agents) Robert Rose			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (204) 453-1375	15d. Date Feb. 19/15
15e. Mailing Address (Street, City, State, ZIP Code) 1499 Buffalo Place, Winnipeg, Manitoba Canada R3T 1L7		15f. Telephone Number (204) 474-2323	15g. E-mail Address rrose@pbl.ca

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)
16a. 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 and one copy of the 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.

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:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
1. LUCI Code	2. Begin Date Real	3. Begin Date Personal	4. End Date Real	5. End Date Personal

INFORMATION FOR TAX ABATEMENT
Pollard (U.S.) Ltd.

CONSTRUCTION BREAKDOWN

Sitework	750,000
Structural	750,000
Electrical	125,000
Mechanical	<u>203,000</u>
Total Construction	1,828,000

Pollard (U.S.) Ltd.

LEGAL DESCRIPTION

775 James L. Hart Parkway, Ypsilanti Township, Mich.

Parcel # K-11-17-361-020

PART OF LOT 6 OF "HURON CENTER COMMERCIAL & INDUSTRIAL PARK" A PART OF FRENCH CLAIMS 680 & 681, T3S-R7E, YPSILANTI TWP, WASHTENAW COUNTY, MI, AND DESC AS: BEG AT A PT ON SLY LN OF LOT 6 DIST N 69-07-42 E 303.43 FT FROM SWLY COR LOT 6 AND PROCEEDING TH N 21-49-40 W 539.69 FT; TH ALG NLY LINE LOT 6 AND SLY LINE OF JAMES L. HART PKWY, 86 FT WIDE ON A CURVE CONC TO THE NORTH, RAD 1381 FT, CENT ANGLE 07-08-49 CHORD BEARS N 74-34-09 E 172.15 FT, ARC DIST 172.26 FT; TH ALG NLY LN OF LOTS 6 & 7 AND SLY LN JAMES L. HART PKWY, 86 FT WD ON CURVE CONC TO N RAD 1381 FT, CENTRAL ANGLE 18-11-51 CHORD BEARS N 61-53-49 E 436.77 FT, ARC DIST 438.61 FT; TH S 24-41-37 E 579.56 FT; TH ALG SLY LN LOT 6, S 69-07-42 W 634.30 FT TO POB. CONT 7.65 AC +/- SUBJ TO SLY 80 FT FOR PRIVATE ESMT FOR PUBL DRAIN; SUB TO TH NLY 25 FT FOR PRIVATE ESMT FOR PUB UTIL & LANDSCAPING; ALSO SUBJ TO ESMTS OF RECORD, IF ANY. PARENT PARCELS K 11-17-361-017 AND K 11-17-361-015 (COMBINE)

NOTICE OF COMMENCEMENT

December 4, 2014

Pursuant to the requirements of Section 108 of the Michigan Construction Lien Act, the undersigned, being duly sworn, gives Notice that:

1. The legal description of the real property on which the improvement is to be made is as follows:

Legal description attached hereto as Exhibit "A".

2. The name, address and capacity of the Owner/Lessee contracting for the improvement is:

Pollard (U.S.) Ltd.
775 James L. Hart Pkwy
Ypsilanti, MI 48197

3. The name and address of the fee Owner of the above real property, if the person contracting for the improvement is a Land Contract Vendee or Lessee, is:

N/A

4. The name and address of the General Contractor, if any, is:

Simone Contracting Corporation
6816 19 1/2 Mile Road
Sterling Heights, MI 48314

5. The name and address of the Owner's or Lessee's Designee upon whom all notices or other instruments are to be served is: ___


N/A

6. To Lien Claimants and subsequent Purchasers:

Take notice that work is about to commence on an improvement to the real property described in this instrument. A person having a construction lien may preserve the lien by providing a notice of furnishing to the below named designee and the general contractor, if any, and by timely recording a claim of lien, in accordance with the law.

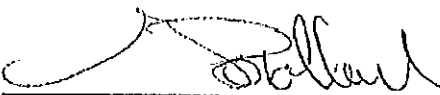
A person having a construction lien arising by virtue of work performed on this improvement should refer to the name of the owner or lessee and the legal description appearing in this notice. A person subsequently acquiring an interest in the land described is not required to be named in the claim of lien.

A copy of this notice with an attached form for notice of furnishing may be obtained upon making a written request by certified mail to the named owner or lessee; the designee; or the person with whom you have contracted.

By: (Signature) 
Name of Signer: Douglas E. Pollard
Title of Signer: Co-Chief Executive Officer
Pollard (U.S.) Ltd.
775 James L. Hart Pkwy.
Ypsilanti, MI 48197

CITY OF WINNIPEG)
)
PROVINCE OF MANITOBA)
)
CANADA)

This Notice of Commencement and the information contained herein was sworn and verified before me this 4th day of December, 2014 by Douglas E. Pollard, in his capacity as Co-Chief Executive Officer of Pollard (U.S.) Ltd.


Notary Public Signature

Gordon O. Pollard
Notary Public Printed Name

Notary Public in and for the Province of Manitoba. My Commission does not expire.

This Notice was prepared by:

Pollard (U.S.) Ltd.
775 James L. Hart Pkwy.
Ypsilanti, MI 48197

When recorded, please return to:

Simone Contracting Corporation
6816 19 1/2 Mile Road
Sterling Heights, MI 48314

Exhibit B

Pollard (U.S.) Ltd.

LEGAL DESCRIPTION

775 James L. Hart Parkway, Ypsilanti Township, Mich.

Parcel # K-11-17-361-020

PART OF LOT 6 OF "HURON CENTER COMMERCIAL & INDUSTRIAL PARK" A PART OF FRENCH CLAIMS 680 & 681; T3S-R7E, YPSILANTI-TWP, WASHTENAW COUNTY, MI, AND DESC AS: BEG AT A PT ON SLY LN OF LOT 6 DIST N 69-07-42 E 303.43 FT FROM SWLY COR LOT 6 AND PROCEEDING TH N 21-49-40 W 539.69 FT; TH ALG NLY LINE LOT 6 AND SLY LINE OF JAMES L. HART PKWY, 86 FT WIDE ON A CURVE CONC TO THE NORTH; RAD 1381 FT; CENT ANGLE 07-08-49 CHORD BEARS N 74-34-09 E 172.15 FT; ARC DIST 172.26 FT; TH ALG NLY LN OF LOTS 6 & 7 AND SLY LN JAMES L. HART PKWY, 86 FT WD ON CURVE CONC TO N RAD 1381 FT; CENTRAL ANGLE 18-11-51 CHORD BEARS N 61-53-49 E 436.77 FT; ARC DIST 438.61 FT; TH S 24-41-37 E 579.56 FT; TH ALG SLY LN LOT 6, S 69-07-42 W 634.30 FT TO POB. CONT 7.65 AC ±; SUBJ TO SLY 80 FT FOR PRIVATE ESMT FOR PUBL DRAIN; SUB TO TH NLY 25 FT FOR PRIVATE ESMT FOR PUB UTIL & LANDSCAPING; ALSO SUBJ TO ESMTS OF RECORD, IF ANY; PARENT PARCELS K 11-17-361-017 AND K 11-17-361-015 (COMBINE)

PUBLIC HEARING

Resolution 2015-13
Blackmore Co., Inc
Industrial Facilities Tax Exemption Application

RESOLUTION 2015-13

WHEREAS, on September 21, 1987, the Ypsilanti Township Board established an Industrial Development District pursuant to Public Act 198, Act of 1974; and

WHEREAS, on April 6, 2015, **Blackmore Company Inc.** submitted an application for an Industrial Facilities Exemption Certificate regarding property within the Industrial Development District; and

WHEREAS, said application is as provided in Section 5(1) of said Act 198 and filed in the form and manner prescribed by the State Tax Commission; and

WHEREAS, all provisions of Section 9(1) of said Act 198 are complied with by said application and other matters investigated and considered by this Board; and

WHEREAS, the legislative body of each governmental unit which levies ad valorem taxes on said property has been afforded an opportunity to be heard on this matter at a public hearing held on the 19th day of May, 2015; and

WHEREAS, this Board approves the purpose behind the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, said Act 198 has been amended to allow local governments to enter into written agreements approving applications for Industrial Facilities Exemption Certificates; and

WHEREAS, the Industrial Facilities Exemption Certificate in an amount exceeding the 5% limitation found in Section 9(1) of Act 198 shall not have the effect when considered together with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force of substantially impeding the operation of local government or impairing the financial soundness of any unit of local government or any affected taxing unit.

NOW THEREFORE,

BE IT RESOLVED AS FOLLOWS:

1. The Ypsilanti Township Board approves the application of **Blackmore Company Inc.** for an Industrial Facilities Exemption Certificate in the amount of **\$602,891.00** for the 12 year period, as requested, on the condition that **Blackmore Company Inc.** enter into a written agreement with the Township, subject to approval by the Township attorney, that will insure that the objectives of Act 198 are met as it pertains to retention/creation of jobs, and furthermore provide 100% reimbursement to the taxing units affected by said abatement of all tax dollars saved as a

result of said abatement if, for any reason, during the time period approved for said abatement, the tax abatement certificate is revoked, canceled or relinquished.

2. The Board finds that this Industrial Facilities Exemption Certificate, together with the aggregate amount of industrial facilities exemption certificates previously granted and currently in force in an amount exceeding the 5% limitation found in Section 9(1) of Act 198, shall not have the effect of substantially impeding the operation of the Charter Township of Ypsilanti or impairing the financial soundness of a taxing unit which levies an ad valorem property tax in the Charter Township of Ypsilanti in which the facility is located.

3. The Township Clerk is hereby directed to forward a copy of the application of ***Blackmore Company Inc.*** for the Industrial Facilities Exemption Certificate, together with a true copy of this Resolution approving same, to the State Tax Commission of the State of Michigan for appropriate action.

AGREEMENT BETWEEN
THE CHARTER TOWNSHIP OF YPSILANTI
AND BLACKMORE COMPANY INC.

This Agreement (“*Agreement*”) is entered into this ___ day of May, 2015, between the CHARTER TOWNSHIP OF YPSILANTI (“*Township*”), a Michigan municipal corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099, and BLACKMORE COMPANY INC. (“*Blackmore*”), a duly authorized corporation incorporated under the laws of the State of Michigan, whose address is 10815 Blackmore Ave., Belleville, MI 48111, through their undersigned authorized representatives.

Definitions: As used in this *Agreement*, the term “*Township*” shall mean the CHARTER TOWNSHIP OF YPSILANTI; the term “*BLACKMORE*” shall mean BLACKMORE COMPANY INC.; the term “*Certificate*” shall mean the Industrial Facilities Exemption Certificate pursuant to Act 198 of 1974, as amended; the term “*Facility*” shall mean the facility located at 10815 Blackmore Ave., Belleville, Ypsilanti Township, Washtenaw County, Michigan 48111; the term “*Act*” shall mean Act 198 of 1974, as amended; and the term “*Application*” shall mean Application for Industrial Facilities Exemption Certificate.

WHEREAS, BLACKMORE has requested, and following a public hearing on May 19, 2015, the **Township** adopted a resolution approving a **Certificate** pursuant to Act 198 of 1974, as amended; for the **Facility** located at 10815 Blackmore Ave., Belleville, Ypsilanti Township, Washtenaw County, Michigan 48111, for a period of twelve (12) years.

WHEREFORE, the parties hereto agree as follows:

1. **Real Property Improvements.** **BLACKMORE** will make the “**Real Property Improvements**” set forth in the **Application** (a copy of which is attached hereto, labeled **Exhibit A**) within two (2) years of the approval date of the certificate. **BLACKMORE** shall also attach a copy of the legal description (labeled **Exhibit B**) for the real property which is the subject of this **Agreement**.

2. **Reimbursement of Abated Taxes to the Township and Other Taxing Units.** In the event that **BLACKMORE** revokes, cancels or relinquishes the **Certificate** prior to the end of the term of the **Certificate** as approved by the State Tax Commission, or in the event that **BLACKMORE** relocates its **Facility** located at 10815 Blackmore Ave., Belleville, Ypsilanti Township, Washtenaw County, Michigan 48111, outside of the **Township** prior to the end of the term of the **Certificate** and such revocation, cancellation, relinquishment or relocation is effectuated without either (a) the consent of the **Township**, or (b) the approval of

the **Township** of a transfer of the **Certificate** by **BLACKMORE** to a new owner or lessee of the **Facility**, then in such event, **BLACKMORE** shall be obligated to reimburse the **Township** and all other taxing units affected by said abatement, an amount equal to 100% of the amount of property taxes abated pursuant to the issuance of the **Certificate**.

The reimbursement shall be immediately payable in full by **BLACKMORE** within 30 days upon receipt of an invoice and demand for reimbursement from the **Township** on behalf of itself and all other taxing units affected by said abatement.

If for any reason **BLACKMORE** fails to pay the amount of the invoice for abated taxes to the taxing units affected thereby within 30 days of the date of said invoice, **BLACKMORE** shall be responsible for any additional costs incurred by the **Township** in seeking recovery of said abated taxes, including, but not limited to administrative fees, court costs and actual attorney fees incurred.

3. **Responsibilities of Blackmore Company Inc.** If prior to the end of the term of the **Certificate** as issued by the State Tax Commission **BLACKMORE** chooses to vacate the **Facility**, **BLACKMORE** agrees to be responsible for the following:

A. **BLACKMORE** agrees to the cleanup of any environmental contamination which was caused by **BLACKMORE**,

its employees or agents acting within the scope of their agency, which cleanup shall include, but not be limited to, demolition of obsolete property.

B. **BLACKMORE** shall, if requested by the **Township**, post a surety bond in an amount equal to the unpaid amounts anticipated to be due from **BLACKMORE** under this **Agreement** as a result of **BLACKMORE** vacating the **Facility** prior to the term for which the **Certificate** was approved by the State Tax Commission, including, but not limited to, any reasonable cleanup or maintenance costs under this paragraph, including any appropriate administrative fees charged thereto.

C. **BLACKMORE** shall, during the time period in which this **Certificate** is in effect, prior to filing any petition with the Michigan Tax Tribunal seeking a reduction in the assessment of real property (which property is covered by the **Certificate** herein) shall request a meeting with the Township's full time administrative officials and the Township Assessor in a good faith effort to resolve any dispute, which meeting shall constitute a condition precedent to the filing of a petition in the Michigan Tax Tribunal. It is further agreed by the parties that in the event **BLACKMORE** requests a meeting with the Township to discuss real property tax disputes, a meeting shall be

held by the parties within 45 days of **BLACKMORE** making said request.

It is furthermore agreed by the parties that in the event the parties are not successful in resolving the real property tax dispute, **BLACKMORE** shall pay prior to filing a petition with the Michigan Tax Tribunal the real property taxes in dispute pending a final decision from the Michigan Tax Tribunal.

4. **Compliance with Applicable Laws and Regulations.**

BLACKMORE agrees that it will operate the **Facility** in accordance with all applicable federal, state and local laws and regulations, including, but not limited to, zoning, outside storage, industrial waste disposal, air and water quality, noise control and other environmental regulations.

5. **State Education Tax.** **BLACKMORE** agrees that during the duration of this **Certificate** as approved by the State Tax Commission that it will not seek an abatement of the State Education Tax pursuant to Public Act 1993, effective March 15, 1994, entitled "**State Education Tax Act**", MCL 211.901 et seq.

6. **Administration Fee.** **BLACKMORE** agrees to remit to the **Township** during the duration of the **Certificate** as approved by the State Tax Commission the administrative fee provided in section 11(1) of Public Act 198 of 1974, MCL 207.561(1), as amended.

7. **Reporting.** **BLACKMORE** shall provide in a timely manner, all reports or other information required to be provided to the **Township** pursuant to the **Act**, and such supplemental information as may be reasonably requested by the **Township** in connection therewith, including, but not limited to the following:

A. Balance sheets which list the assets (both current and fixed), liabilities and net worth;

B. Detailed reports which verify all machinery and equipment, furniture, fixtures and special tools from the general ledger.

C. List of locations and their numbers as reflected on your trial balance.

D. Financial statements (Detailed Balance Sheet, Detailed Income Statement with footnotes).

E. Lease agreements in effect for all personal property.

F. Detailed Trial Balance which reflects ending balances for the audit locations.

G. Invoices as selected.

H. General Ledger.

I. Copy of Michigan Single Business Tax Return with supporting schedules.

J. Complete copy of Corporate Federal Income Tax returns including Depreciation Schedules and Attachments.

K. Any other document deemed necessary for completion of a complete audit of all personal property.

8. **Initial Status Report.** **BLACKMORE** will submit to the **Township Clerk**, not later than January 10th of the second year **BLACKMORE** occupies the **Facility** , an Initial Status Report, in a form requested by the **Township**, which shall indicate the actual project cost, the estimated project cost, the number of jobs created and projected to be created within the time period described in paragraph 1 of said **Agreement** with an explanation of any variations from what was set forth in the **Application** and the actual costs or actual employment levels achieved.

9. **Annual Status Report.** **BLACKMORE** further agrees to submit not later than December 31st of each year, beginning one year after submission of the Initial Status Report required by Paragraph 10, an Annual Status Report regarding status of employment in a form requested by the **Township**. If employment has not equaled or exceeded the numbers set forth in the **Application**, an explanation for this variance shall be provided by **BLACKMORE**.

10. **Fulfillment of Obligations.** In the event that **BLACKMORE** occupies the **Facility** for the full term of the **Certificate** as approved by the State Tax Commission or in the alternative **BLACKMORE** obtains either (a) the consent of the **Township** to relocate its operation prior to the end of the term of the **Certificate**, or (b) the approval of the **Township** to transfer the **Certificate** to a new owner or lessee of the **Facility**, then **BLACKMORE** shall be considered to have fulfilled any and all of its obligations to the **Township** pursuant to the **Certificate** and this **Agreement**. Notwithstanding anything else in this **Agreement**, in the event **BLACKMORE** does not occupy the **Facility** or does not receive any tax abatement pursuant to this **Agreement**, **BLACKMORE** will not be liable for any costs, damages, fees or other amounts or payments of any kind under this **Agreement**.

11. **Corporate Authority.** The execution, delivery and performance by **BLACKMORE** of this **Agreement** has been duly authorized by all necessary corporation action and will not violate its articles of the corporation or its by-laws.

12. **Binding Agreement.** When executed by **Township** and **BLACKMORE**, this **Agreement** shall be a valid and binding obligation of

BLACKMORE and shall be enforceable against the parties in accordance with its terms herein.

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

- A. Personally delivered with written acknowledgment of receipt; or,
- B. Deposited with an expedited mail service company for delivery on the next business day; or,
- C. Sent by telegram; or,
- D. By facsimile transmission; or,
- E. On the next business day after the date when deposited in the United States Mail, certified, return receipt requested, postage pre-paid, addressed as follows:

If to the **Township**: Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197
ATTN: Karen Lovejoy Roe, Twp. Clerk
and/or her successor

If to **BLACKMORE**: Scott Blackmore
Blackmore Company Inc.
10800 Blackmore Ave.
Belleville, MI 48111

14. **Entire Agreement and Amendment.** Subject to the provisions of the Act, this **Agreement** and the Exhibits attached thereto contain the entire agreement between the **Township** and **BLACKMORE** with respect to the matters described herein. This **Agreement** may not be amended, except with the written consent of the **Township** and **BLACKMORE** and approval by the State Tax Commission.

15. **Captions.** The captions in this **Agreement** are for convenience only and in no way define, limit or describe the scope of intent of any provisions or sections of this **Agreement**.

16. **Interpretation.** This **Agreement** shall be governed by and interpreted in accordance with the laws of the State of Michigan.

17. **Acceptance.** The terms of this **Agreement** are hereby accepted this _____ day of _____, 2015.

18. It is the intent of the parties that this **Agreement** shall be filed and recorded with the Washtenaw County Register of Deeds.

CHARTER TOWNSHIP OF YPSILANTI

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Township Clerk

BLACKMORE COMPANY INC.

By: Scott Blackmore
Its:

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 <i>Karen Jay Pap</i>	Date Received by Local Unit <i>April 6, 2015</i>
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) <i>BLACKMORE CO., INC</i>		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) <i>326100</i>	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <i>10815 BLACKMORE, DELLEVILLE, MI 48111</i>		1d. City/Township/Village (indicate which) <i>YPSILANTI</i>	1e. County <i>WASHTENAW</i>
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(6)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located <i>YPSILANTI</i>	
		3b. School Code <i>81020</i>	
		4. Amount of years requested for exemption (1-12 Years) <i>12</i>	

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.	<i>602,891.00</i> 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	<i>0</i> Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	<i>602,891.00</i> 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	<i>OCT 14, 2014</i>	<i>APRIL 10, 2015</i>	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	<i>N/A</i>	<i>N/A</i>	<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. <i>100% - ALL RETAINED</i>	10. No. of new jobs at this facility expected to create within 2 years of completion. <i>2-4</i>
---	---

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) <i>9-21-1987</i>	12c. Is this application for a speculative building (Sec. 3(8))? <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 207.672, 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 03, 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. -11-25-100-026	Location	BLACKMORE COMPANY INC 10800 BLACKMORE BELLEVILLE MI 48111 (734) 483 8661	Owner
Issued: 11/04/14 Const value 450,000 Lot #: Sec. No. R 025 0	Permit expires 05/03/15		
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

Permit Item	Work Type	Fee Basis	Item Total
Plan Review Comm/Indus/Chur/Ed (LDG)	Plan Review	1.00	300.00
Valuation \$100,000 - \$500,000 (BLDG)	Valuation	0.00	3,200.00
Comm/Indus/Church/Ed	C.O.	1.00	500.00
Mailed		Fee Total: \$4,000.00	
S/Ron Fulton by AD		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 will expire and become 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 for 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 PERMIT AND 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 10816 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

Exhibit B

LEGAL DESCRIPTION

YP25-4B-3; COM AT THE E 1/4 COR OF SEC 25; TH N 00 42 00 E 331.64FT ALG THE E LINE OF SAID SEC AND THE CENTERLINE OF RAWSONVILLE RD. (66 FT WIDE); THENCE N 89 57 36 W 658.01 FT TO THE POB; TH CONT N 89 57 36 N 00 58 00 E 332.58 FT ALG THE E ROW LINE OF NORFOLK SOUTHERN RAILROAD (80 FT, WIDE); TH S 89 55 12 E 657.23 FT; TH S 00 50 01 W 332.11 FT, TO POB. SAID PARCEL BEING A PART OF THE SE 1/4 OF THE NE 1/4 OF SEC 25, T3S-R73. CONTAINING 5.02 ACRES +/- BEING SUBJECT TO AND TOGETHER WITH THE DESC EASEMENT FOR INGRESS AND EGRESS, AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2015 WORK SESSION**

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

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Doe, Trustees Stan Eldridge and Mike Martin (arrived at 5:23 p.m.)

Members Absent: Trustees Jean Hall Currie and Scott Martin

Legal Counsel: Wm. Douglas Winters

FACILITY USAGE AGREEMENT WITH YNLL

Trustee Eldridge briefly reviewed the changes made in the contract with Ypsilanti National Little League. He provided an update on the extension of the terms: beginning on April 1, 2015 and expiring August 30, 2020. Trustee Eldridge reported he had met with Jeff Allen, Residential Services Director; Carl Girbach, Public Services Director and Jeff French, representative from Little League to review the current documents. Trustee Eldridge stated they did request a yearly financial report be provided to the Clerk's Office. He reported the most notable change was in regard to the Township being responsible for the maintenance and replacement of the lights. Trustee Eldridge stated he had received an email from YNLL today expressing their satisfaction with the work being done on the contract, but they had a question regarding a 50/50 split regarding maintenance on the fence. Trustee Eldridge reported another change was that the YNLL would meet with a Township Representative annually in September rather than waiting until January to discuss any needs or concerns.

Jeff Allen, Residential Services Director stated he did remember talking about the fence, and thought it had been agreed that the YNLL would be responsible, since they used the fence. He reported the Township had fixed the fence and upgraded the fields a few years ago. Mr. Allen inquired regarding the status of Trustee Scott Martin contacting the Road Commission about grading the road and voiced that he did not want the burden of opening and closing a gate, if installed, to fall to Township Staff.

Trustee Eldridge reported Trustee Scott Martin had spoken with Roy Townsend from the Road Commission, who had expressed the possibility of abandoning the road and had not committed to putting a gate up.

Jeff Allen stated that would mean that the Township would be responsible for the maintenance of that road. Mr. Allen reported there had been discussion on YNLL paying on a monthly basis.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 21, 2015 WORK SESSION MINUTES
PAGE 2**

Supervisor Stumbo voiced the need to secure, in writing, the Road Commission's plan of action. Supervisor Stumbo stated a schedule would still be required in case anyone else needed to use the field and asked if the Certificate of Insurance had been received. She reported the bleachers had been replaced and painted, trash cans were added, and bathrooms had been winterized which made things look nice and fresh.

Treasurer Doe stated everything did look nice after the work was finished on Saturday.

Attorney Winters stated he had received the Certificate of Insurance and clarified it would need to be renewed every January.

REVIEW AGENDA

PUBLIC COMMENTS

Supervisor Stumbo reported State Representative David Rutledge, District 54 would provide a presentation regarding Proposal 1 under the Public Comments section.

CONSENT AGENDA

No discussion

SUPERVISOR REPORT

Supervisor Stumbo stated she would give her report at the Regular Meeting

CLERK REPORT

Supervisor Stumbo reported the Clerk Report was in the packet and asked Clerk Lovejoy Roe if she had anything to add. Clerk Lovejoy Roe added the two Neighborhood Watch meetings she attended were on the same day.

TREASURER REPORT

Treasurer Doe stated there was no report.

ATTORNEY REPORT

Attorney Winters provided a brief overview regarding the condition of the property at 196 Fairhills Drive.

Attorney Winters briefly reported other cities around the State were finally getting on board by beginning to abate public nuisances. He spoke to the reluctance of banks and mortgage companies to get involved. Attorney Winters reported on the success the

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 21, 2015 WORK SESSION MINUTES
PAGE 3**

Township had regarding several properties being remediated or demolished and stated he would continue to work with the Office of Community Standards in their quest for neighborhood stabilization. He stated he had spoken with Linda Gosselin, Township Assessor who verified Township property values had gone up and she had attributed a lot to the neighborhood stabilization efforts.

Attorney Winters acknowledged the importance of Senator Rutledge speaking to the priority of the roads but other issues had affected the Township regarding the ineptness of banks and mortgage companies to meet their responsibilities to the communities regarding properties they owned.

Attorney Winters asked for feedback regarding conducting a Forum with other municipalities to discuss strategies for handling neglected and abandoned properties.

Clerk Lovejoy Roe expressed her support, for having the Director of HUD, Congressman Dingell and other elected officials to attend so they could hear directly from residents and local elected officials across the area and state that are frustrated with the lack of action by the banks and mortgage companies in handling their vacant properties and the lack of assistance from federal and state officials in handling the vacant housing crises. She stated the two biggest issues the Township currently faces are vacant/abandoned and rental properties.

Trustee Eldridge stated he agreed with the idea of getting more municipalities together in order to make a bigger impact.

Attorney Winters stated, at this point in time, it would do no good to ask the State or Federal entities for help, but if other communities would join we could be more aggressive and possibly gain a response.

NEW BUSINESS

BUDGET AMENDMENT #6

Supervisor Stumbo provided a brief explanation of Budget Amendment #6.

There were no questions.

**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**

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

Supervisor Stumbo provided a brief explanation of the two previous agenda items. She stated Jeff Allen and Michael Saranen would be available for questions.

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

Supervisor Stumbo reported this was discussed at length at the April 7, 2015 Work Session and had been approved by the Planning Commission. She stated Dennis Norton from the Yankee Air Museum was present.

Joe Lawson, Planning Director provided a brief explanation regarding the placement of the Stormwater Management System. He stated RACER Trust would continue to take steps to resolve the groundwater issues.

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

Joe Lawson provided a brief overview of the rezoning application that had gone through a public hearing process before the Planning Commission on March 24, 2015. At that time it was discovered the owner of 1735 Holmes, Sensitile, was in negotiations and had a purchase agreement with Mr. Dunn, the owner of the remaining portions of the properties included in this rezoning petition. He stated, if approved, Sensitile's plan was to add a 24,000 square foot addition to their existing facility.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 21, 2015 WORK SESSION MINUTES
PAGE 5**

Mr. Lawson reported one resident had issues regarding traffic and steps that had been taken by Sensitile to address some of the rezoning issues.

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"

Joe Lawson explained the current ordinance permitted 20 billboard sign faces throughout the Township, currently there were 26 billboard faces. He stated the draft ordinance that went before the Planning Commission increased the number of permitted faces to 28, so it was up to the discretion of the Board to decide the number.

Clerk Lovejoy Roe stated she would like to keep it at 20 faces and had talked with the former Planner for the City of Ypsilanti regarding keeping the number down and still meet our legal obligations to the sign owners.

Supervisor Stumbo asked how the number could be kept at 20 if the Township currently had 26.

Joe Lawson explained the use of non-conforming action to limit the number of billboard faces in the Township. Discussion followed on ways to control the number of billboard faces and ways to research this issue.

Attorney Winters questioned how, if the current Ordinance stated 20 sign faces were permitted, how did the Township arrive at 26 sign faces and what were the dates they were allowed.

Clerk Lovejoy Roe stated the Ordinance might have limited the number to 20, even though 26 already existed, knowing that several were non-conforming and that would eventually bring the actual number down.

Joe Lawson said he did not know how the last six had come into being but all of the 26 billboards had a state licensing number.

Supervisor Stumbo reported there was also a change in the new ordinance regarding political signs.

Dennis McLain, Township Attorney stated Attorney Angela King requested that Section Five regarding political signs be deleted. Mr. Lawson stated that change could take effect between the 1st and 2nd reading.

The Board requested the number of billboard sign faces remain at 20.

Supervisor Stumbo stated she did not like signs in windows at all and discussion followed on how they could be limited.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 21, 2015 WORK SESSION MINUTES
PAGE 6**

Joe Lawson stated he would research ways to limit window signs to only advertise the actual business on site and hours of operation and not advertise products.

Mike Radzik, OCS Director stated the issue with coolers against the windows did not have anything to do with signage so that would have to be addressed another way.

**RESOLUTION NO. 2015-12, CALVARY CHRISTIAN ACADEMY ROAD CLOSURE
REQUEST**

Supervisor Stumbo reported Calvary Christian Academy was closing at the end of this school year.

Clerk Lovejoy Roe stated this was an annual event held by Calvary Christian Academy and they expected it to be larger in scope since it was to be the last one held.

Supervisor Stumbo reported the Road Closure for June 4, 2015 and that it was very sad to see the school close.

**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**

Supervisor Stumbo explained the project would be done next year.

**REQUEST OF NEXUS GAS TRANSMISSION TO HAVE GEOTECHNICAL AND
GEOPHYSICAL ACCESS AND TESTING PERMISSION FOR PARCEL #K-11-24-300-
001**

Supervisor Stumbo stated the Township Board had already granted access, but now they were requesting to test the soil.

Clerk Lovejoy Roe explained there were two areas on this parcel by the Hydro Dam that Nexus needed permission to test the soil.

**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**

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 21, 2015 WORK SESSION MINUTES
PAGE 7**

Supervisor Stumbo stated this had been discussed at the beginning of this Work Session.

REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE THE 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

Supervisor Stumbo stated she had distributed a letter from the resident at 1349 Hull Street. She explained this was the property that had been brought forward by Neighborhood Watch, which had the scaffolding that had been erected for 20 years or longer. She reported Bill Elling from the Ordinance Department had issued a Notice of Violation and had given the resident seven days in which to remove the scaffolding. She reported the resident had not removed the scaffolding, therefore Attorney Winters had sent a letter to him and it was now on this Agenda for legal action, if necessary.

Mike Radzik stated he would like to make two changes in this Agenda item. He reported the Office of Community Standards no longer felt it was necessary to pursue 5651 Big Pine Drive, therefore he was requesting it to be removed.

Supervisor Stumbo asked why it was being removed and Mr. Radzik stated the new owner was scheduled to close April 23, 2015 on a Purchase Agreement with the foreclosing bank and had proactively hired a contractor to make necessary repairs.

Mr. Radzik stated the other change was to amend the dollar amount to \$45,000.00 since 5651 Big Pine Drive had been eliminated.

The Board agreed to make those changes.

Mr. Radzik stated, in reference to 1349 Hull, the OCS Department records extend back to 1994.

Horace Keskitalo, Township Resident at 1349 Hull Avenue provided a timeline beginning in 2012 regarding the scaffolding that was set up at that time for the purpose of painting the exterior of his home. He explained he hired his grandson to build the scaffolding to afford his own safety while doing the painting since his primary concern at the time was being able to care for his wife who was ill and in need of 24 hour care. He reported he was unable to do any work in 2013 because it was so hot and resumed working in 2014 until, September 29th when he ceased due to Dr.'s orders regarding his own health. At that point, he stated he called a couple of professional painters but because it was so late in the season, none of them showed up. He reported his wife's health continued to deteriorate, she passed away in January 2015 and a memorial service was scheduled for May 16, 2015, therefore he could not do anything regarding the scaffolding until that had taken place.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 21, 2015 WORK SESSION MINUTES
PAGE 8**

Mr. Keskitalo stated he had set up a meeting with the Ordinance Officer for April 7 at 2:00 p.m. and was quite upset to find out the Officer had come in the morning instead and since he didn't meet with Mr. Keskitalo, turned everything over to the Attorney. He provided a timeline for the painting to be done and dismantling of the scaffolding to be finished by August 1, 2015.

Supervisor Stumbo thanked Mr. Keskitalo and stated the action to be approved was authorizing legal action, if necessary, with the goal of compliance.

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

**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**

Clerk Lovejoy Roe explained the request was to approve installation of a new LED light on an existing pole and to convert an existing mercury vapor light to LED on Parkwood and S. Ford Blvd.

OTHER BUSINESS

AUTHORIZATION AND BIDS

**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**

Jeff Allen reported the bid had come in lower than his request which was \$160,000.00 and it was the company that had done the repairs on the roof of 14-B Court.

Attorney Winters stated the bid was in proper form

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 21, 2015 WORK SESSION MINUTES
PAGE 9**

Supervisor Stumbo took this opportunity to introduce Alex Mamo, the new Building Director for Ypsilanti Township.

Alex Mamo stated he had come from Canton Township, where he had worked over 21 years.

Arloa Kaiser, Township Resident asked if a date had been set for the opening of the Law Enforcement Center and Supervisor Stumbo stated they were waiting for the roof replacement and the completion of the landscaping.

ADJOURNMENT

The meeting adjourned at approximately 6:30 p.m.

Respectfully submitted,
Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2015 REGULAR MEETING**

Supervisor Stumbo, called the meeting to order at approximately 7:04 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

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

Members Absent: Trustees Jean Hall Currie and Scott Martin

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

State Representative David Rutledge, District 54 provided information regarding Proposal 1. He explained the Proposal was a political compromise in an effort to raise 1.2 to 1.3 billion dollars of new revenue on an annual basis to bring the roads up to a good standard. He stated the current gas tax of 19 cents per gallon had not been changed since 1996 and that was coupled with a 6 cent sales tax. He reported he had always advocated that the sales tax be taken off gasoline, which Governor Snyder agreed. He stated Proposal 1 would remove the sales tax from gasoline and at that point, gasoline would be taxed at the wholesale level on a percentage basis instead of the 19 cents per gallon. He explained there were problems with the removal of the 6 cent sales tax because 4 cents of that went to the schools and the other 2 cents went to local units of government in the form of revenue sharing. He said in the simplest form, the 1 cent sales tax increase would replace the revenue being lost to the School Aid Fund and local units of government.

Supervisor Stumbo asked if the 1 cent would go toward fixing the roads and Mr. Rutledge stated it would not.

Mr. Rutledge stated if Proposal 1 does not pass there would be certain pieces of legislation that had already been passed that would die, such as Earned Income Tax Credit, the built in depreciation on the your car registration, additional fines for overweight trucks, and finally when a contractor built a road, it must be guaranteed for the expected life and the School Aid Fund, would be guaranteed to be used for schools, specifically pre-school through community college.

Trustee Mike Martin asked how would the savings, off set by the lower gas tax, implicate the additional 1% sales tax for the average Michigan resident.

Mr. Rutledge stated he never said money would be saved on gas, the whole idea was to get new revenue and the percentage would ultimately be an increase onto your gasoline, but you will not notice it much because you will no longer be paying sales tax on that gasoline.

Treasurer Doe stated the bottom line was we would pay more for gas and asked how much the colleges received from the educational fund and was told it totaled about 200 million. Treasurer Doe said if 21 hours was spent on hashing out this proposal, it was a waste of the taxpayer's money, in his opinion.

Mr. Rudledge stated if you think the roads need to be fixed, there has to be an additional revenue source and if you think everything that you are paying at the pump is going for the roads, you are wrong and that is the piece they are trying to correct.

**CHARTER TOWNSHIP OF YPSILANTI
APRIL 21, 2015 REGULAR MEETING MINUTES
PAGE 2**

Treasurer Doe asked how much would have to be added to a gallon of gas to raise 1.2 billion dollars designated to roads.

Representative Rutledge stated it would be between 38 and 41 cents. He said if Proposal 1 failed he would request a bill that would keep the current status quo, (keeping the 6 cent sales tax), but add a 5 cent tax per gallon of gas every year for the next three years, which would be a total of at 15 cents by the third year. He explained the schools would be able to keep the money allocated to them. Mr. Rutledge compared Ohio's rate of taxes for roads was 28 cents to Michigan's 19 cents per gallon and said we could see a difference in their roads compared to ours.

Clerk Lovejoy Roe stated if it was just a 1 cent sales tax increase for the roads, exclusively, she did not think there would be any problem with a proposal passing.

Trustee Mike Martin asked if the State of Michigan had a Surplus Fund at this time.

Representative Rutledge reported it was called the Rainy Day Fund but the current budget was in trouble since the revenue had been overestimated.

Trustee Mike Martin asked if Governor Snyder and the State Legislature had cut the taxes for business by 1.8 billion dollars and was that what we were trying to recover.

Representative Rutledge responded it was not the same stream of dollars, we were talking about new revenue, not replacing something that used to exist. He explained of the 6 cent sales tax, 4 cents went to schools and 2 cents went to revenue sharing, and that was the only part there was an effort to make up.

Discussion followed on the Proposal with suggestions of just keeping things whole, as they currently exist.

Supervisor Stumbo stated she agreed with the principle of Guaranteed Warranty, but said it would tremendously increase the cost for roads.

Representative Rutledge agreed and presented some ways the contractors could go about implementing the Guaranteed Warranty for 10 to 15 years.

Supervisor Stumbo agreed with Clerk Lovejoy Roe regarding the 1 cent sales tax increase being the best approach. She voiced her opinion that the Proposal should have been worded differently.

Arloa Kaiser, Township Resident voiced her opinion that our legislators and MDOT should be held accountable because they are building new roads instead of maintaining our current roads. She agreed with the Board that just taking the 1 cent for roads and not special interests would be the best option.

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 ADMIN FEE FOR JANUARY AND FEBRUARY IN THE AMOUNT OF \$2,587.50**

C. MARCH 2015 TREASURER REPORT

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

SUPERVISOR REPORT

- 4/8/15 Met with MDOT Engineer regarding US-23 project
- Met with EMU graduate student
- Met with Karen Roe, Larry Doe, Jeff Allen, Joe Lawson and Michael Saranen regarding Tyler Pond funding
- Attended Ranches of Rosebrook NHW meeting
- Attended Thurston NHW meeting
- 4/9/15 Attended weekly development team meeting
- 4/10/15 Met with Commander Marlene Radzik and Mike Radzik regarding summer initiatives
- 4/13/15 Met with Dr. Joh Kang regarding RACER Trust storm water management
- Larry Doe and I attended weekly police meeting
- Attended YCUA Personnel Committee meeting
- 4/14/15 Attended SPARK Public Sector Committee meeting
- 4/15/15 Attended WATS Policy meeting
- Karen Roe, Larry Doe and I attended department head meeting
- Met with Firefighters Michael Helisek and Michael Houghton
- 4/16/15 Larry Doe and I attended weekly development team meeting
- Met with Cynthia Stump of ITC
- Carly Willis and I met with Allegra Printing regarding the Helpful Handbook
- Attended Manufactured Homes NHW meeting
- 4/17/15 Met with Pastor Crout and Ronnie Peterson regarding potential development of church property
- Met with Kirk Profit and Sean Brosnan regarding Willow Run Airport
- On site visit to Harris Road Park with Carl Girbach

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4/20/15 Larry Doe and I attended weekly police meeting

Attended West Willow Neighborhood Association meeting, Sheriff Clayton was speaker

4/21/15 Homefront Victory Celebration committee meeting

CLERK REPORT

- **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

Treasurer Doe stated there was no report.

TRUSTEE REPORT

No report.

ATTORNEY REPORT

Supervisor Stumbo stated the Attorney Report was given in the Work Session.

NEW BUSINESS

1. BUDGET AMENDMENT #6

Clerk Lovejoy Roe read Budget Amendment #6 into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #6 (see attached).

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

The motion carried unanimously.

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

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve 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 (see attached).

Tom Colis, Attorney for Miller Canfield representing Ypsilanti Township and YCUA, provided a brief overview of the bond process for the contract.

The motion carried unanimously.

- 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**

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

Supervisor Stumbo stated this project went hand in hand with Agenda Item #2.

Michael Saranen, Hydro Station Manager stated this would not be done until 2016.

Mr. Saranen explained YCUA needed the commitment from the Township to take care of the dam safety side of the project.

The motion carried unanimously.

- 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**

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the 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 Rum Bomber Plant with conditions set forth by the Planning Commission at their March 24, 2015 meeting (see attached).

Supervisor Stumbo asked if the staff recommendations needed to be included in the motion given at the Planning Commission.

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Joe Lawson provided clarification regarding the rezoning process, which would take place at the 2nd Reading of PD Stage 1, because the site plan could not be approved without the rezoning. He explained PD Stage 2 would take care of all the engineering issues, final site plan and Development Agreement. Joe Lawson stated the site plan that had been presented to the Board and the Planning Commission at this point was the Conceptual Site Plan, which realistically suggested the use and the conceptual layout as well as the rezoning. Clerk Lovejoy Roe stated she thought we needed a Preliminary Development Agreement, which Joe Lawson stated that had already been approved.

Attorney Winters asked if the Draft Development Agreement dates would be filled in before the second reading and Joe Lawson stated he would get in touch with Dennis Norton to complete those dates.

Supervisor Stumbo stated the Township had not completed a Development Agreement and a PD Rezoning in eight years so they just wanted to make sure everything was technically correct.

The motion as follows:

**Eldridge: Yes Stumbo: Yes Roe: Yes Doe: Yes
Mike Martin: Yes**

- 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**

Clerk Lovejoy Roe read the Resolution into the record.

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

Ken Cousino, Engineering Technologies explained he was representing the rezoning request with the owner, Abhinand Lath, the owner of Sensitile and his counsel, Peter Long. He stated the facility had been in full operation four years and the purpose of the expansion was mostly for shipping and handling. He stated Mr. Lath had a Purchase Agreement on the neighboring properties so the rezoning was consistent with the use already existing.

Supervisor Stumbo asked if any new additional jobs would be created with this expansion.

Mr. Cousino stated the shipping area was just cramped and needed to expand since the business had increased and there were 27 current employees.

Attorney Winters agreed everything was in proper form.

The motion carried as follows:

**Eldridge: Yes Stumbo: Yes Roe: Yes Doe: Yes
Mike Martin: Yes**

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 IT'S ENTIRETY AND REPLACE WITH A NEW SECTION 2109 "SIGNS"

Clerk Lovejoy Roe read the Resolution into the record with the exception of deletion of Section 5, change the 28 allowed billboards text to 20 and changes as outlined, after research by Planning Director Joe Lawson to move the 20% allowable window signs to 0% with the exception of allowing business signs, hours of operation and address, and look at a way to provide incentives for billboard owners to reduce number of sign faces in order to receive a digital sign.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve the 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 it's entirety and replace with a new Section 2109 "Signs" with the following additions and changes:

- **Remove Section 5 "Political Campaign Signs"**
- **Change the number of billboard faces allowed back to twenty (the number of faces allowed in the current ordinance)**
- **Research method to encourage the reduction of billboard faces in exchange for electronic signs**
- **Research is requested on signs as window coverings. Ordinance currently reads no more than 20% of the window may be covered. Interest was in lowering the percentage to 0% and only allowing business's to show their name or logo and hours of operation (see attached).**

The motion carried as follows:

**Eldridge: Yes Stumbo: Yes Roe: Yes Doe: Yes
Mike Martin: Yes**

7. RESOLUTION NO. 2015-12, CALVARY CHRISTIAN ACADEMY ROAD CLOSURE REQUEST

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2015-12, Calvary Christian Academy Road Closure request (see attached). The motion carried unanimously.

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

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

9. REQUEST OF NEXUS GAS TRANSMISSION TO HAVE GEOTECHNICAL AND GEOPHYSICAL ACCESS AND TESTING PERMISSION FOR PARCEL #K-11-24-300-001

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve request of NEXUS Gas Transmission to have geotechnical and geophysical access and testing permission for Parcel #K-11-24-300-001. The motion carried unanimously.

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

A motion was made Trustee Mike Martin, supported by Trustee Eldridge to approve 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 agreement (see attached).

Clerk Lovejoy Roe asked Attorney Winters if the Certificate of Liability Insurance was in order and he stated he had reviewed it and it was in proper form.

Supervisor Stumbo thanked Trustees Eldridge, Mike Martin and Scott Martin, as well as Jeff Allen for working to get this agreement realized, and explained the agreement would be in place for the next five years. Supervisor Stumbo also thanked Carl Girbach and his crew for an amazing job in getting the fields ready for opening day.

Shannon Grosshans, President of Ypsilanti National Little League thanked the Township Board and Park Commission Board for their support and work in getting ready for this season. She issued an invitation for everyone to attend the opening day ceremonies this Saturday, April 25, 2015 at 9:00 a.m.

The motion carried unanimously.

11. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE THE 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

A motion was made by Trustee Mike Martin, supported by Clerk Lovejoy Roe to authorize to seek authorization to seek legal action if necessary to abate the public nuisance for properties located at 1028 Zephyr Street, 7102 Mission Hills Drive, 147 Lamay Avenue, 392 Firwood Street, 793 N. Ford Boulevard, 958 Ecorse Road, 2380 Harding Avenue, 1349 Hull and 196 Fairhills in the amount of \$45,000.00 budgeted in line item #101-950-000-801-023.

(5651 Big Pine Drive was not included in motion as discussed at the Work Session)

Supervisor Stumbo voiced her appreciation to the team handling the efforts to protect our neighborhoods for the work that had already been done and for their continued vigilance for neighborhood stabilization. Supervisor Stumbo also reported the foreclosure rate had gone from 10 – 15 down to 2 -3 a week.

The motion carried unanimously.

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

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to set public hearing dated of Tuesday, May 19, 2015 at approximately 7:00 PM to hear request of Blackmore Co., Inc., located at 10815 Blackmore Dr., Belleville for an Industrial Facilities Tax Exemption Certificate. The motion carried unanimously.

- 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**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to sign Purchase Agreement with DTE for purchase of one (1) FED 65 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 (see attached). The motion carried unanimously.

Clerk Lovejoy Roe provided a brief explanation of the request.

AUTHORIZATIONS 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**

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

A friendly amendment was added that the request was contingent upon Attorney review of insurance. The friendly amendment was accepted by Treasurer Doe and Clerk Lovejoy Roe.

Supervisor Stumbo asked what the starting date of this project would be. Jeff Allen stated it would start approximately three weeks from today and would extend ten business days.

The motion carried unanimously.

ADJOURNMENT

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

The meeting adjourned at approximately at 8:16 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 #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: Supervisor Brenda Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge and Mike Martin

ABSENT: Members: Trustees Scott Martin and Jean Hall Currie

The following preamble and resolutions were offered by Member Clerk Karen Lovejoy Roe and supported by Member Trustee Stan Eldridge:

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

NAYS: Members: Zero

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

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:

Isaac Barnett 4-22-15
Isaac Barnett 4-22-15

CHARTER TOWNSHIP OF
YPSILANTI

By: Brenda L. Stumbo
Supervisor 4-22-15

By: Karen Langley Kay
Township Clerk 4-22-15

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

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

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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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2015-444 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on April 21, 2015. The second reading is scheduled to be heard on May 19, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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

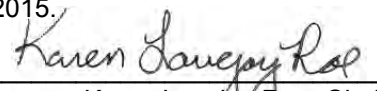
This Ordinance shall be published in a newspaper of general circulation as required by law.

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2015-445 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on April 21, 2015. The second reading is scheduled to be heard on May 19, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2015-446 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on April 21, 2015. The second reading is scheduled to be heard on May 19, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION NO. 2015-12

CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

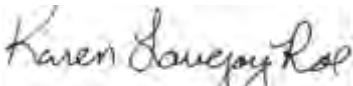
Resolution authorizing the temporary road closure of Rosewood Ave. between Ecorse Rd and Davis St. on Thursday, June 4, 2015, from 9:00am to 12:00pm. for Calvary Christian Academy's End of Year Field Day

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.

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. 2015-12 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 21, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**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.

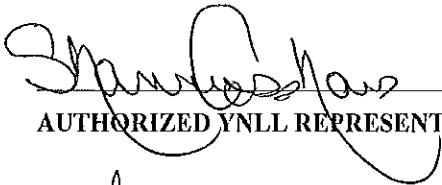
3. In the event the YNLL dissolves or no longer desires to use Harris Park, including all facilities therein, all permanent park and facility improvements made by the YNLL shall remain in Harris Park and shall become the property of the Charter Township of Ypsilanti.

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

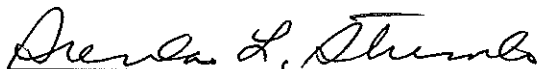
4/21/15
DATE



WITNESS

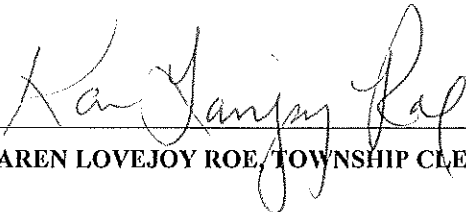
4-21-15
DATE

CHARTER TOWNSHIP OF YPSILANTI



BRENDA STUMBO, TOWNSHIP SUPERVISOR

4-22-15
DATE



KAREN LOVEJOY ROE, TOWNSHIP CLERK

4-22-15
DATE


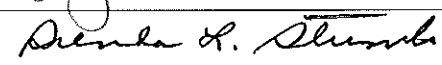
Exhibit A to Master Agreement

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: <u></u>	
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:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Ypsilanti Township

By: Brenda L. Stumbo Karen Lovejoy

Name: Brenda L. Stumbo Karen Lovejoy Roc 4.22.15

Title: Supervisor Clerk

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



**Accounting
Department**

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

MAY 5, 2015

ACCOUNTS PAYABLE CHECKS - \$ 138,980.06

HAND CHECKS - \$ 178,841.57

GRAND TOTAL - **\$ 317,821.63**

Check Date	Bank	Check	Vendor	Vendor Name	A/P Checks	Amount
Bank AP AP						
05/05/2015	AP	168305	0657	14-B DISTRICT COURT		250.00
05/05/2015	AP	168306	0657	14-B DISTRICT COURT		1,035.00
05/05/2015	AP	168307	0657	14-B DISTRICT COURT		520.00
05/05/2015	AP	168308	6570	21ST CENTURY MEDIA		409.65
05/05/2015	AP	168309	2937	A & R TOTAL CONSTRUCTION, INC.		551.40
05/05/2015	AP	168310	6858	ABBAY DOOR		187.00
05/05/2015	AP	168311	11339	ACCUSHRED LLC		50.00
05/05/2015	AP	168312	0468	ACUSHNET COMPANY		394.11
05/05/2015	AP	168313	15493	ADAM KURTINAITIS		1,120.00
05/05/2015	AP	168314	15373	ADVANCE PRINT & GRAPHICS		1,007.08
05/05/2015	AP	168315	A. JONES	ANDREA JONES		100.00
05/05/2015	AP	168316	0017	ANN ARBOR CLEANING SUPPLY		1,458.84
05/05/2015	AP	168317	0022	ANN ARBOR WELDING SUPPLY CO		84.15
05/05/2015	AP	168318	0039	ATLANTIC WELDING SUPPLY		20.00
05/05/2015	AP	168319	0215	AUTO VALUE YPSILANTI		114.32
05/05/2015	AP	168320	B. GRIFFIN	BRENDA GRIFFIN		100.00
05/05/2015	AP	168321	B. SMITH	BRENDA SMITH		70.00
05/05/2015	AP	168322	1186	BREWER'S INC.		309.38
05/05/2015	AP	168323	6959	BUTZEL LONG		105.00
05/05/2015	AP	168324	4833	CALLAWAY GOLF SALES COMPANY		117.93
05/05/2015	AP	168325	2751	CARISSA WATSON		204.21
05/05/2015	AP	168326	0717	CARTER LUMBER COMPANY		223.90
05/05/2015	AP	168327	CL	CHELSEA LUMBER		994.12
05/05/2015	AP	168328	2276	CINCINNATI TIME SYSTEMS		758.15
05/05/2015	AP	168329	0825	CITY OF YPSILANTI		700.52
05/05/2015	AP	168330	15452	COLD CUT KRUISE		31.50
05/05/2015	AP	168331	0582	CONGDON'S		727.68
05/05/2015	AP	168332	16352	DEAN BUSINESS SUPPLY, LLC		406.70
05/05/2015	AP	168333	D. ROGERS	DEAN ROGERS		352.80
05/05/2015	AP	168334	DG	DOWNRIVER GYMNASTICS		144.00
05/05/2015	AP	168335	D. ARCHER	DU'CHARM ARCHER		49.00
05/05/2015	AP	168336	EASTERN OI	EASTERN OIL COMPANY		1,366.00
05/05/2015	AP	168337	0527	ELECTION SYSTEMS & SOFTWARE		1,920.10
05/05/2015	AP	168338	6515	EMERGENCY MEDICAL PRODUCTS		799.96
05/05/2015	AP	168339	2913	EMERGENCY VEHICLE SERVICES		253.75
05/05/2015	AP	168340	1200	FEDERAL EXPRESS CORPORATION		53.95
05/05/2015	AP	168341	6862	FIRE PROTECTION PUBLICATIONS		2,484.80
05/05/2015	AP	168342	FHOLLIFIEL	FRED HOLLIFIELD		150.00
05/05/2015	AP	168343	0073	GENE BUTMAN FORD		384.90
05/05/2015	AP	168344	1233	GORDON FOOD SERVICE INC.		669.94
05/05/2015	AP	168345	2829	GOVERNMENTAL BUSINESS SYSTEMS		710.48
05/05/2015	AP	168346	0107	GRAINGER		75.80
05/05/2015	AP	168347	6414	GRIFFIN PEST SOLUTIONS		90.00
05/05/2015	AP	168348	6786	HERITAGE-CRYSTAL CLEAN, LLC		293.31
05/05/2015	AP	168349	0503	HOME DEPOT		270.42
05/05/2015	AP	168350	0500	HORNUNG'S		164.19
05/05/2015	AP	168351	4467	JOHN DEERE LANDSCAPES		496.47
05/05/2015	AP	168352	15783	JOHNSON & WOOD		300.00
05/05/2015	AP	168353	JSTONE	JOHNSTONE MUSKEGON		50.00
05/05/2015	AP	168354	J. BLAIR	JUSTIN BLAIR		165.95
05/05/2015	AP	168355	K. JONES	KIMI-KALI JONES		49.00
05/05/2015	AP	168356	LCI	LEO'S CONEY ISLAND		49.80
05/05/2015	AP	168357	L. GODO	LISA GODO		357.00
05/05/2015	AP	168358	6467	LOWE'S		408.02
05/05/2015	AP	168359	6185	LUBRICATION ENGINEERS		510.61
05/05/2015	AP	168360	LYDEN OIL	LYDEN OIL COMPANY		448.25
05/05/2015	AP	168361	M. PHILIP	MARILYN PHILIP		100.00
05/05/2015	AP	168362	0158	MARK HAMILTON		1,500.00
05/05/2015	AP	168363	15405	MAYNARDS AUTO SERVICE CENTER		462.64
05/05/2015	AP	168364	0253	MCLAIN AND WINTERS		9,775.00
05/05/2015	AP	168365	1485	MICHIGAN CAT		1,726.09
05/05/2015	AP	168366	16461	MICHIGAN LINEN SERVICE, INC.		1,040.07
05/05/2015	AP	168367	15794	MIDWEST GOLF & TURF		144.14
05/05/2015	AP	168368	16407	MLIVE MEDIA GROUP		762.75
05/05/2015	AP	168369	N. WALKER	NAKESHA WALKER		100.00
05/05/2015	AP	168370	2986	NAPA AUTO PARTS*		227.23
05/05/2015	AP	168371	6660	NIKE USA, INC.		1,654.18
05/05/2015	AP	168372	OC	OAKLAND COUNTY		1,725.25
05/05/2015	AP	168373	2997	OFFICE EXPRESS		727.16
05/05/2015	AP	168374	PEPSI	PEPSI BEVERAGES COMPANY		531.12
05/05/2015	AP	168375	P. POWER	PETER POWER		1,680.00
05/05/2015	AP	168376	0327	PINTER'S FLOWERLAND, INC.		22.44
05/05/2015	AP	168377	0319	PITNEY BOWES INC.**^		169.99
05/05/2015	AP	168378	PNC BANK	PNC BANK		15,405.96
05/05/2015	AP	168379	0722	PRINTING SYSTEMS		261.87
05/05/2015	AP	168380	15420	RESERVE ACCOUNT		10,000.00
05/05/2015	AP	168381	16395	RESIDEX TURFGRASS ***		1,457.77
05/05/2015	AP	168382	1637	RESIDEX, LLC		138.43

Check Date	Bank	Check	Vendor	Vendor Name	Amount
05/05/2015	AP	168383	15386	RICOH USA, INC.	198.64
05/05/2015	AP	168384	6308	RKA PETROLEUM	7,100.37
05/05/2015	AP	168385	RHARRISON	ROBERT HARRISON	65.00
05/05/2015	AP	168386	SCIO TWP	SCIO TOWNSHIP	225.00
05/05/2015	AP	168387	SERVERSUPP	SERVER SUPPLY INC	305.00
05/05/2015	AP	168388	0383	SHERWIN WILLIAMS COMPANY	447.80
05/05/2015	AP	168389	6288	SIGNS BY TOMORROW	1,333.10
05/05/2015	AP	168390	6757	SMETKA HEATING & COOLING	550.00
05/05/2015	AP	168391	15751	SOUTHERN COMPUTER WAREHOUSE	3,699.33
05/05/2015	AP	168392	1507	SPARTAN DISTRIBUTORS	174.81
05/05/2015	AP	168393	0399	SPEARS FIRE & SAFETY SERVICE	226.65
05/05/2015	AP	168394	STANTEC	STANTEC	10,874.26
05/05/2015	AP	168395	6384	STAPLES* - ACCOUNT #1026071	345.11
05/05/2015	AP	168396	16295	STERN BROTHERS & CO	712.50
05/05/2015	AP	168397	SUNNY	SUNNY BUNNY EASTER EGGS	152.84
05/05/2015	AP	168398	SUPERBOWL	SUPERBOWL	110.00
05/05/2015	AP	168399	0449	SYSCO FOOD SERVICES OF DETROIT	509.23
05/05/2015	AP	168400	T. COOK	TAMARA COOK	8,426.00
05/05/2015	AP	168401	1227	TARGET INFORMATION	109.96
05/05/2015	AP	168402	T. FOOTE	THERESE ANN FOOTE	196.00
05/05/2015	AP	168403	15941	TODD BARBER	3,175.00
05/05/2015	AP	168404	6455	UIS PROGRAMMABLE SERVICES	1,148.43
05/05/2015	AP	168405	3082	UNIVERSITY TRANSLATORS	280.00
05/05/2015	AP	168406	6633	VERMONT SYSTEMS, INC	25.00
05/05/2015	AP	168407	6627	VICTORY LANE	67.57
05/05/2015	AP	168408	WCH	WASHTENAW COUNTY HEALTH DEPT.	239.00
05/05/2015	AP	168409	15249	WASHTENAW COUNTY SHERIFF'S OFFICE	450.00
05/05/2015	AP	168410	0444	WASHTENAW COUNTY TREASURER#	17,556.00
05/05/2015	AP	168411	0444	WASHTENAW COUNTY TREASURER#	2,200.00
05/05/2015	AP	168412	0444	WASHTENAW COUNTY TREASURER#	413.71
05/05/2015	AP	168413	16368	WEINGARTZ	1,007.88
05/05/2015	AP	168414	7054	YCUA	620.53
05/05/2015	AP	168415	0480	YPSILANTI COMMUNITY	891.50
05/05/2015	AP	168416	6417	YPSILANTI TOWNSHIP PETTY CASH	120.40
05/05/2015	AP	168417	0494	ZEE MEDICAL SERVICE COMPANY	292.21

AP TOTALS:

Total of 113 Checks:	138,980.06
Less 0 Void Checks:	0.00
Total of 113 Disbursements:	<u>138,980.06</u>

Check Date	Bank	Check	Vendor	Vendor Name	Amount
<i>Hand Checks</i>					
Bank AP AP					
04/15/2015	AP	168268	0363	COMCAST CABLE	102.85
04/15/2015	AP	168269	0363	COMCAST CABLE	113.89
04/15/2015	AP	168270	0363	COMCAST CABLE	102.85
04/15/2015	AP	168271	0363	COMCAST CABLE	162.85
04/15/2015	AP	168272	0363	COMCAST CABLE	162.85
04/15/2015	AP	168273	0363	COMCAST CABLE	162.85
04/15/2015	AP	168274	0363	COMCAST CABLE	162.85
04/15/2015	AP	168275	0363	COMCAST CABLE	162.85
04/15/2015	AP	168276	0363	COMCAST CABLE	159.85
04/15/2015	AP	168277	0363	COMCAST CABLE	159.85
04/15/2015	AP	168278	0363	COMCAST CABLE	162.85
04/15/2015	AP	168279	0363	COMCAST CABLE	162.85
04/15/2015	AP	168280	15934	WASTE MANAGEMENT	1,025.00
04/20/2015	AP	168281	C. CARROLL	CHRISTINE CARROLL	14.00
04/20/2015	AP	168282	0363	COMCAST CABLE	93.89
04/20/2015	AP	168283	0363	COMCAST CABLE	264.35
04/20/2015	AP	168284	0363	COMCAST CABLE	190.20
04/20/2015	AP	168285	D. HOWELL	DAVID HOWELL	14.00
04/20/2015	AP	168286	0118	DTE ENERGY	4,650.52
04/20/2015	AP	168287	0426	GUARDIAN ALARM	570.19
04/20/2015	AP	168288	M. MCKEEN	MARK MCKEEN	14.00
04/20/2015	AP	168289	R. BOYD	RICHARD BOYD	14.00
04/20/2015	AP	168290	1475	VERIZON WIRELESS	994.68
04/20/2015	AP	168291	1475	VERIZON WIRELESS	1,642.62
04/20/2015	AP	168292	15934	WASTE MANAGEMENT	770.37
04/20/2015	AP	168293	15934	WASTE MANAGEMENT	221.65
04/20/2015	AP	168294	15934	WASTE MANAGEMENT	1,682.26
04/20/2015	AP	168295	15934	WASTE MANAGEMENT	31,564.76
04/20/2015	AP	168296	15934	WASTE MANAGEMENT	28,033.25
04/20/2015	AP	168297	15934	WASTE MANAGEMENT	96,521.94
04/20/2015	AP	168298	15934	WASTE MANAGEMENT	2,879.57
04/23/2015	AP	168299	16509	CLEAR RATE COMMUNICATIONS, INC	1,089.94
04/23/2015	AP	168300	COMCAST B	COMCAST BUSINESS	825.00
04/23/2015	AP	168301	0363	COMCAST CABLE	142.85
04/23/2015	AP	168302	0363	COMCAST CABLE	132.94
04/23/2015	AP	168303	6027	DETROIT EDISON - COMM LIGHTING	3,214.75
04/23/2015	AP	168304	16486	PAETEC	495.60

AP TOTALS:

Total of 37 Checks:	178,841.57
Less 0 Void Checks:	0.00
Total of 37 Disbursements:	178,841.57

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



**Accounting
Department**

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

May 19, 2015 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$ 913,448.07
HAND CHECKS -	<u>\$ 262,954.86</u>
GRAND TOTAL -	\$1,176,402.93

Choice Health Care Deductible – April 2015

ACH EFT	\$54,511.87
ADMIN FEE	\$ 1,177.50 (March)

User: mharris

CHECK NUMBERS 168418 - 168450

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
04/28/2015	AP	168418	0363	COMCAST CABLE	506.55
04/28/2015	AP	168419	0363	COMCAST CABLE	214.90
04/28/2015	AP	168420	0363	COMCAST CABLE	92.85
04/28/2015	AP	168421	0363	COMCAST CABLE	146.65
04/28/2015	AP	168422	0363	COMCAST CABLE	232.85
04/28/2015	AP	168423	0363	COMCAST CABLE	112.90
04/28/2015	AP	168424	0363	COMCAST CABLE	180.85
04/28/2015	AP	168425	0363	COMCAST CABLE	162.85
04/28/2015	AP	168426	0363	COMCAST CABLE	132.85
04/28/2015	AP	168427	0363	COMCAST CABLE	159.85
04/28/2015	AP	168428	0363	COMCAST CABLE	174.85
04/28/2015	AP	168429	0363	COMCAST CABLE	174.85
04/28/2015	AP	168430	0363	COMCAST CABLE	171.85
04/28/2015	AP	168431	0363	COMCAST CABLE	174.85
04/28/2015	AP	168432	0363	COMCAST CABLE	171.85
04/28/2015	AP	168433	0119	DTE ENERGY**	74,294.04
04/28/2015	AP	168434	15887	POLO FIELDS EAST LLC	1,100.00
04/28/2015	AP	168435	0480	YPSILANTI COMMUNITY	317.88
04/30/2015	AP	168436	6821	AT & T	72.63
04/30/2015	AP	168437	6821	AT & T	28.55
04/30/2015	AP	168438	5049	BLUE CROSS BLUE SHIELD OF MI	127,437.72
04/30/2015	AP	168439	BCBS	BLUE CROSS BLUE SHIELD OF MI	35,046.38
04/30/2015	AP	168440	0363	COMCAST CABLE	162.85
04/30/2015	AP	168441	0363	COMCAST CABLE	162.85
04/30/2015	AP	168442	0363	COMCAST CABLE	162.85
04/30/2015	AP	168443	2002	DELTA DENTAL PLAN OF MICHIGAN	13,394.45
04/30/2015	AP	168444	6263	STANDARD INSURANCE COMPANY	2,993.38
04/30/2015	AP	168445	1475	VERIZON WIRELESS	100.92
04/30/2015	AP	168446	0480	YPSILANTI COMMUNITY	139.76
05/05/2015	AP	168447	VSP	VISION SERVICE PLAN	2,397.60
05/05/2015	AP	168448	0363	COMCAST CABLE	237.85
05/05/2015	AP	168449	0363	COMCAST CABLE	92.85
05/05/2015	AP	168450	0480	YPSILANTI COMMUNITY	2,000.95

AP TOTALS:

Total of 33 Checks:	262,954.86
Less 0 Void Checks:	0.00
Total of 33 Disbursements:	262,954.86

User: mharris

CHECK NUMBERS 168451 - 168563

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
05/19/2015	AP	168451	0657	14-B DISTRICT COURT	450.00
05/19/2015	AP	168452	2937	A & R TOTAL CONSTRUCTION, INC.	609.08
05/19/2015	AP	168453	AAATA	AAATA	46.55
05/19/2015	AP	168454	0468	ACUSHNET COMPANY	163.94
05/19/2015	AP	168455	15493	ADAM KURTINAITIS	875.00
05/19/2015	AP	168456	6514	ALL PRO EXERCISE	861.50
05/19/2015	AP	168457	0397	ALLIE BROTHERS, INC.	878.40
05/19/2015	AP	168458	0664	ANGELA VERGES	83.68
05/19/2015	AP	168459	A. HOPKINS	ANITA HOPKINS	200.00
05/19/2015	AP	168460	0017	ANN ARBOR CLEANING SUPPLY	220.86
05/19/2015	AP	168461	0022	ANN ARBOR WELDING SUPPLY CO	179.76
05/19/2015	AP	168462	0215	AUTO VALUE YPSILANTI	423.95
05/19/2015	AP	168463	15524	AUTOMATIC IRRIGATION SUPPLY	733.61
05/19/2015	AP	168464	0071	BRENDA STUMBO	96.03
05/19/2015	AP	168465	0898	BS & A SOFTWARE	5,198.00
05/19/2015	AP	168466	4833	CALLAWAY GOLF SALES COMPANY	19.33
05/19/2015	AP	168467	0717	CARTER LUMBER COMPANY	187.11
05/19/2015	AP	168468	3460	CDW GOVERNMENT INC	674.97
05/19/2015	AP	168469	C. BUCK	CHRISTOPHER BUCK	8.00
05/19/2015	AP	168470	15452	COLD CUT KRUISE	51.00
05/19/2015	AP	168471	1312	COMPLETE BATTERY SOURCE	265.51
05/19/2015	AP	168472	0582	CONGDON'S	96.02
05/19/2015	AP	168473	7153	CONTRACTING RESOURCES	56,539.00
05/19/2015	AP	168474	7153	CONTRACTING RESOURCES	23,718.00
05/19/2015	AP	168475	16157	COOPER WEST	59.00
05/19/2015	AP	168476	C. MELCHER	COREY MELCHER	39.00
05/19/2015	AP	168477	CINN	COTTAGE INN, BBE CORPORATION	9.87
05/19/2015	AP	168478	15198	DANA BARNES	100.00
05/19/2015	AP	168479	12958	DEANNA WHITE	91.00
05/19/2015	AP	168480	6027	DETROIT EDISON - COMM LIGHTING	1,115.76
05/19/2015	AP	168481	D OTROMPKE	DEVIN OTROMPKE	8.00
05/19/2015	AP	168482	DEX F&N	DEXTER F & N	474.55
05/19/2015	AP	168483	2898	EMERGENT HEALTH PARTNERS	5,712.36
05/19/2015	AP	168484	FIRESTONE	FIRESTONE COMPLETE AUTO CARE	471.32
05/19/2015	AP	168485	15962	GLORIA MAYER	52.00
05/19/2015	AP	168486	GMI5	GMI5 INTERNATIONAL HEADQUARTERS	150.00
05/19/2015	AP	168487	0801	GOLF COURSE SUPERINTENDENTS	375.00
05/19/2015	AP	168488	1233	GORDON FOOD SERVICE INC.	111.17
05/19/2015	AP	168489	15522	GORNO FORD	32,289.00
05/19/2015	AP	168490	6161	GOVERNMENTAL CONSULTANT	2,850.00
05/19/2015	AP	168491	0107	GRAINGER	354.57
05/19/2015	AP	168492	G. MAYER	GRANT MAYER	50.00
05/19/2015	AP	168493	0503	HOME DEPOT	79.10
05/19/2015	AP	168494	6055	IIMC	290.00
05/19/2015	AP	168495	15972	JESSE HILDEBRANDT	30.00
05/19/2015	AP	168496	16216	JOHN D. OSBORNE	2,455.12
05/19/2015	AP	168497	4467	JOHN DEERE LANDSCAPES	331.80
05/19/2015	AP	168498	JOSMITH	JOSEPH SMITH	39.00
05/19/2015	AP	168499	15860	JULIA MAYER	73.00
05/19/2015	AP	168500	6357	JUMP-A-RAMA	807.80
05/19/2015	AP	168501	K. KUMPELI	KADEN KUMPELIS	15.00
05/19/2015	AP	168502	6280	KAREN LOVEJOY ROE	42.21
05/19/2015	AP	168503	LCI	LEO'S CONEY ISLAND	89.68
05/19/2015	AP	168504	6467	LOWE'S	545.71
05/19/2015	AP	168505	11330	LSL PLANNING INC	413.75
05/19/2015	AP	168506	0244	MARGOLIS COMPANIES, INC.	3,500.00
05/19/2015	AP	168507	0244	MARGOLIS COMPANIES, INC.	14,050.00
05/19/2015	AP	168508	0158	MARK HAMILTON	1,500.00
05/19/2015	AP	168509	6476	MASA	180.00
05/19/2015	AP	168510	0253	MCLAIN AND WINTERS	99,725.30
05/19/2015	AP	168511	M. HELISEK	MICHAEL HELISEK	1,020.00
05/19/2015	AP	168512	8036	MICHIGAN ASSOC. OF PLANNING	650.00
05/19/2015	AP	168513	1485	MICHIGAN CAT	558.72
05/19/2015	AP	168514	16461	MICHIGAN LINEN SERVICE, INC.	994.42
05/19/2015	AP	168515	0911	MICHIGAN MUNICIPAL LEAGUE	153,294.00
05/19/2015	AP	168516	N. HAWLEY	NATE HAWLEY	30.00
05/19/2015	AP	168517	16092	NATIONAL FIRE CODES	1,255.50
05/19/2015	AP	168518	6269	NFPA	165.00
05/19/2015	AP	168519	6660	NIKE USA, INC.	324.00
05/19/2015	AP	168520	2997	OFFICE EXPRESS	2,550.79
05/19/2015	AP	168521	6893	OFFICE MAX* #434705	66.00
05/19/2015	AP	168522	0501	PARK ATHLETIC SUPPLY	598.60
05/19/2015	AP	168523	15971	PARKER ALLEN	30.00
05/19/2015	AP	168524	0913	PARKWAY SERVICES, INC.	630.00
05/19/2015	AP	168525	PEPSI	PEPSI BEVERAGES COMPANY	422.17
05/19/2015	AP	168526	P. POWER	PETER POWER	1,470.00
05/19/2015	AP	168527	6506	PM TECHNOLOGIES, LLC	501.96
05/19/2015	AP	168528	16395	RESIDEX TURFGRASS ***	1,342.03

User: mharris

CHECK NUMBERS 168451 - 168563

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
05/19/2015	AP	168529	15386	RICOH USA, INC.	1,810.37
05/19/2015	AP	168530	0634	SAM'S CLUB DIRECT	453.82
05/19/2015	AP	168531	S. MORRIS	SARAH MORRIS	50.00
05/19/2015	AP	168532	15751	SOUTHERN COMPUTER WAREHOUSE	1,093.66
05/19/2015	AP	168533	1507	SPARTAN DISTRIBUTORS	149.61
05/19/2015	AP	168534	0399	SPEARS FIRE & SAFETY SERVICE	127.00
05/19/2015	AP	168535	6384	STAPLES* - ACCOUNT #1026071	81.60
05/19/2015	AP	168536	0632	STERICYCLE INC	167.11
05/19/2015	AP	168537	3851	SUPERIOR DIESEL	410.59
05/19/2015	AP	168538	11025	TAMMIE KEEN	23.63
05/19/2015	AP	168539	6974	TERRY CONDIT	108.00
05/19/2015	AP	168540	0356	TIME EMERGENCY EQUIPMENT	339.78
05/19/2015	AP	168541	15474	TINA HOTCHKISS	30.13
05/19/2015	AP	168542	15941	TODD BARBER	3,300.00
05/19/2015	AP	168543	T. ERBY	TRAVIS ERBY	178.50
05/19/2015	AP	168544	T. ZYNGIER	TROY ZYNGIER	25.00
05/19/2015	AP	168545	VA	VANTAGE APPAREL	384.00
05/19/2015	AP	168546	1354	VESCO OIL CORPORATION	25.90
05/19/2015	AP	168547	0103	VICTOR CHEVRETTE	1,530.00
05/19/2015	AP	168548	6627	VICTORY LANE	95.00
05/19/2015	AP	168549	7035	WASHTENAW COMMUNITY COLLEGE#	318.48
05/19/2015	AP	168550	7005	WASHTENAW COUNTY TREASURER	1,158.64
05/19/2015	AP	168551	7005	WASHTENAW COUNTY TREASURER	2,105.00
05/19/2015	AP	168552	0444	WASHTENAW COUNTY TREASURER#	452,541.25
05/19/2015	AP	168553	0444	WASHTENAW COUNTY TREASURER#	6,239.31
05/19/2015	AP	168554	7042	WASHTENAW INTERMEDIATE	264.33
05/19/2015	AP	168555	16368	WEINGARTZ	695.82
05/19/2015	AP	168556	0460	WEST SHORE SERVICES, INC.	948.66
05/19/2015	AP	168557	W. LEWIS	WILLIAM LEWIS	100.00
05/19/2015	AP	168558	4263	WOLVERINE FREIGHTLINER	145.79
05/19/2015	AP	168559	YCCS	YPSILANTI COMMUNITY SCHOOLS - WR	301.34
05/19/2015	AP	168560	7039	YPSILANTI COMMUNITY SCHOOLS - YP	658.48
05/19/2015	AP	168561	7034	YPSILANTI DISTRICT LIBRARY	484.17
05/19/2015	AP	168562	0257	YPSILANTI MEALS ON WHEELS	10,000.00
05/19/2015	AP	168563	6417	YPSILANTI TOWNSHIP PETTY CASH	140.54

AP TOTALS:

Total of 113 Checks:

913,448.07

Less 0 Void Checks:

0.00

Total of 113 Disbursements:

913,448.07

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
APRIL 1, 2015 THROUGH APRIL 30, 2015

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	2,988,162.65	852,279.88	834,125.06	3,006,317.47
101 - Payroll	245,122.46	734,252.70	721,470.21	257,904.95
101 - Willow Run Escrow	142,139.49	23.37	0.00	142,162.86
206 - Fire Department	1,153,083.31	557.89	258,384.01	895,257.19
208 - Parks Fund	7,641.05	0.17	0.00	7,641.22
212 - Roads/Bike Path/Rec/General Fund	414,653.48	325,011.92	193,936.67	545,728.73
225 - Environmental Clean-up	444,378.82	10.13	0.00	444,388.95
226 - Environmental Services	1,301,930.01	500,712.90	183,538.21	1,619,104.70
230 - Recreation	252,706.95	33,653.08	64,702.63	221,657.40
236 - 14-B District Court	220,745.37	119,026.26	81,559.56	258,212.07
244 - Economic Development	67,186.36	1.53	0.00	67,187.89
248 - Rental Inspections	139,651.97	21,075.00	13,761.08	146,965.89
249 - Building Department Fund	484,789.87	33,426.22	23,555.56	494,660.53
250 - LDFA Tax	274,995.25	1.71	200,000.00	74,996.96
252 - Hydro Station Fund	575,724.24	12.63	32,001.24	543,735.63
266 - Law Enforcement Fund	539,805.73	2,000,113.28	973,720.88	1,566,198.13
280 - State Grants	18,385.62	0.42	0.00	18,386.04
301 - General Obligation	213,167.09	256,800.10	464,799.92	5,167.27
397 - Series "B" Cap. Cost of Funds	9,723.05	343,002.30	301,600.00	51,125.35
398 - LDFA 2006 Bonds	34,960.35	234,044.72	69,080.00	199,925.07
498 - Capital Improvement 2006 Bond Fund	336,782.42	55.36	0.00	336,837.78
584 - Green Oaks Golf Course	172,634.30	69,402.64	55,307.50	186,729.44
590 - Compost Site	834,027.70	24,035.18	17,576.61	840,486.27
595 - Motor Pool	321,100.02	7.09	13,342.64	307,764.47
701 - General Tax Collection	108,490.12	10,881.21	19,461.92	99,909.41
703 - Current Tax Collections	13,898,645.42	636,489.65	3,135,071.85	11,400,063.22
707 - Bonds & Escrow/GreenTop	875,574.06	3,141.99	22,178.15	856,537.90
708 - Fire Withholding Bonds	99,381.89	10.50	36,745.00	62,647.39
893 - Nuisance Abatement Fund	47,836.51	3,692.26	2,017.52	49,511.25
ABN AMRO Series "B" Debt Red. Cap.Int.	18,680.52	0.45	620.93	18,060.04
GRAND TOTAL	26,242,106.08	6,201,722.54	7,718,557.15	24,725,271.47

SUPERVISOR REPORT

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

CLERK REPORT

THERE IS NO WRITTEN CLERK REPORT

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

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
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.

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:

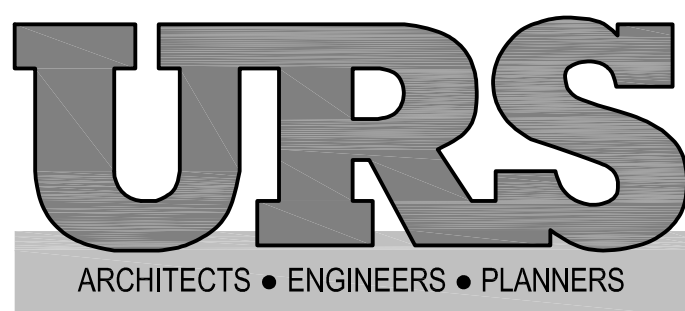
Staff recommends that the Board of Trustee approve the first reading of the PD Stage I Preliminary Site plan and Rezoning from I-C Industrial Commercial to PD Planned Development to permit the establishment of the Yankee Air Museum within a 147,395 square-foot portion of the former GM Power Train/Willow 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.

Yankee Air – PD Stage I Memo
April 13, 2015

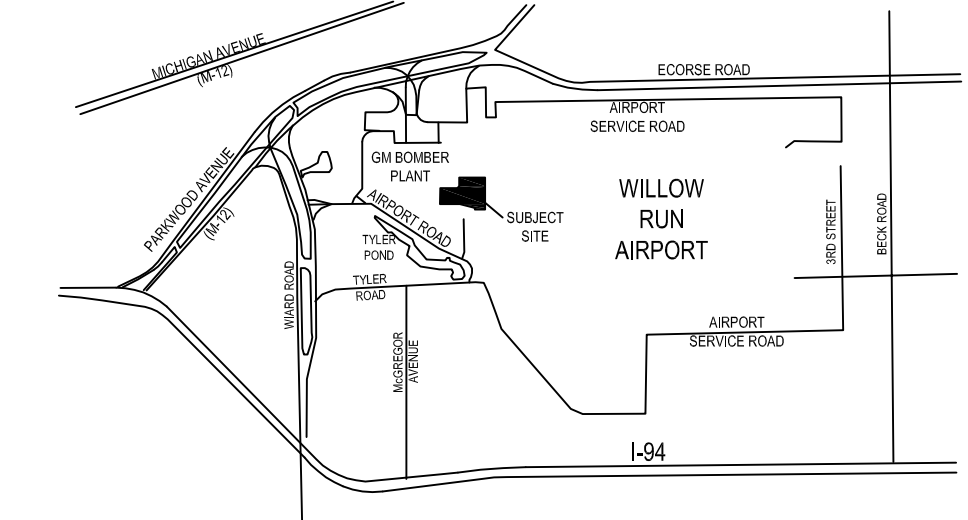
Should you have any questions or concerns prior to meeting date, please feel free to contact me at your convenience.

NATIONAL MUSEUM OF AVIATION AND TECHNOLOGY



3950 Sparks Drive, SE
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<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, WASHTEWAW 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, WASHTEWAW COUNTY, MICHIGAN AND RUNNING THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE 33.00 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 525.40 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 58 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 81.05 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 89 DEGREES 42 MINUTES 46 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 SECOND EAST A DISTANCE OF 418.67 FEET TO A POINT; THENCE SOUTH 89 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 SECOND 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: 734-971-2750
EMAIL: DENNORTON@NORTONDEVELOPMENT.COM

SHEET REVISIONS

MARK	DATE	DESCRIPTION

NATIONAL MUSEUM OF AVIATION AND TECHNOLOGY

THE MICHIGAN AEROSPACE FOUNDATION
YANKEE AIR MUSEUM
BELLEVILLE, MICHIGAN

PROJECT ISSUE DATES

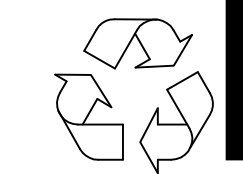
DATE	DESCRIPTION
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12/16/14	PRELIM. PD PRE-APP. CONF.
01/19/15	SITE PLAN APPROVAL

DRAWN BY: JPR
CHECKED BY: BEJ
MANAGER: FWG

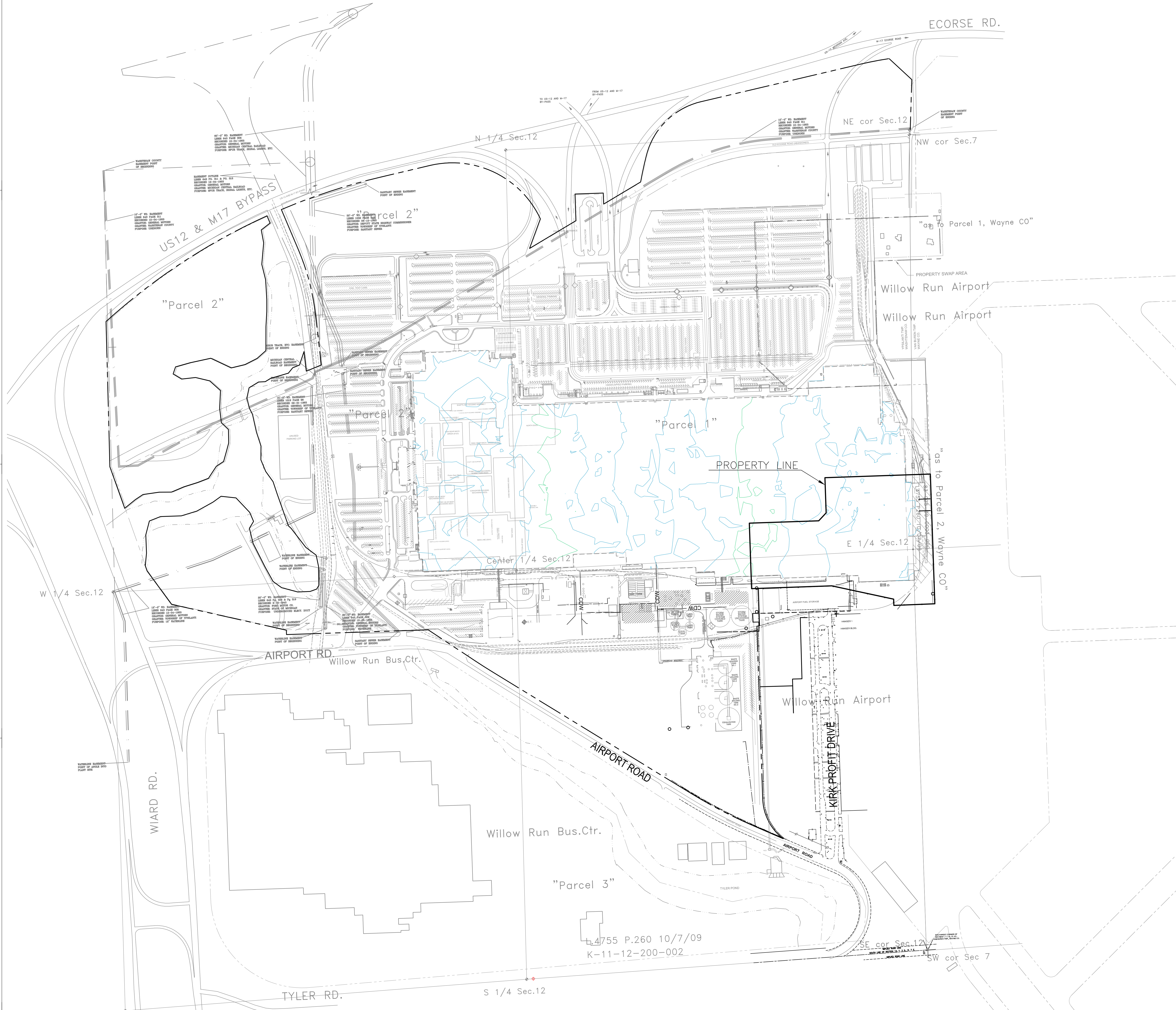
URS PROJECT NO.
12944714

COVER SHEET

01/16/2015 6:41:09 AM



C-000
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L-4755 P.260 10/7/09
K-11-12-200-002

PROPOSED USE:
NATIONAL MUSEUM OF AVIATION AND TECHNOLOGY

PARCEL SIZE: 16.74 ACRES

EXISTING OPEN SPACE: 0%

PROPOSED OPEN SPACE: 6.7%

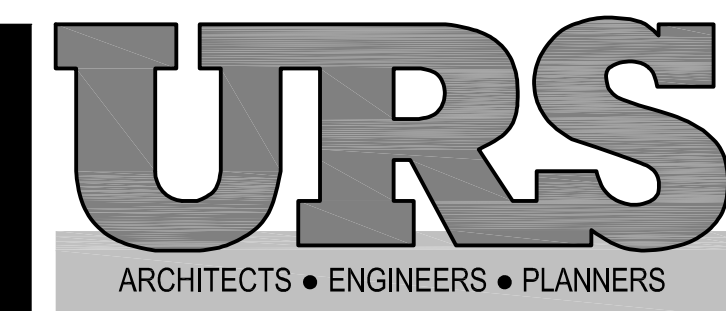
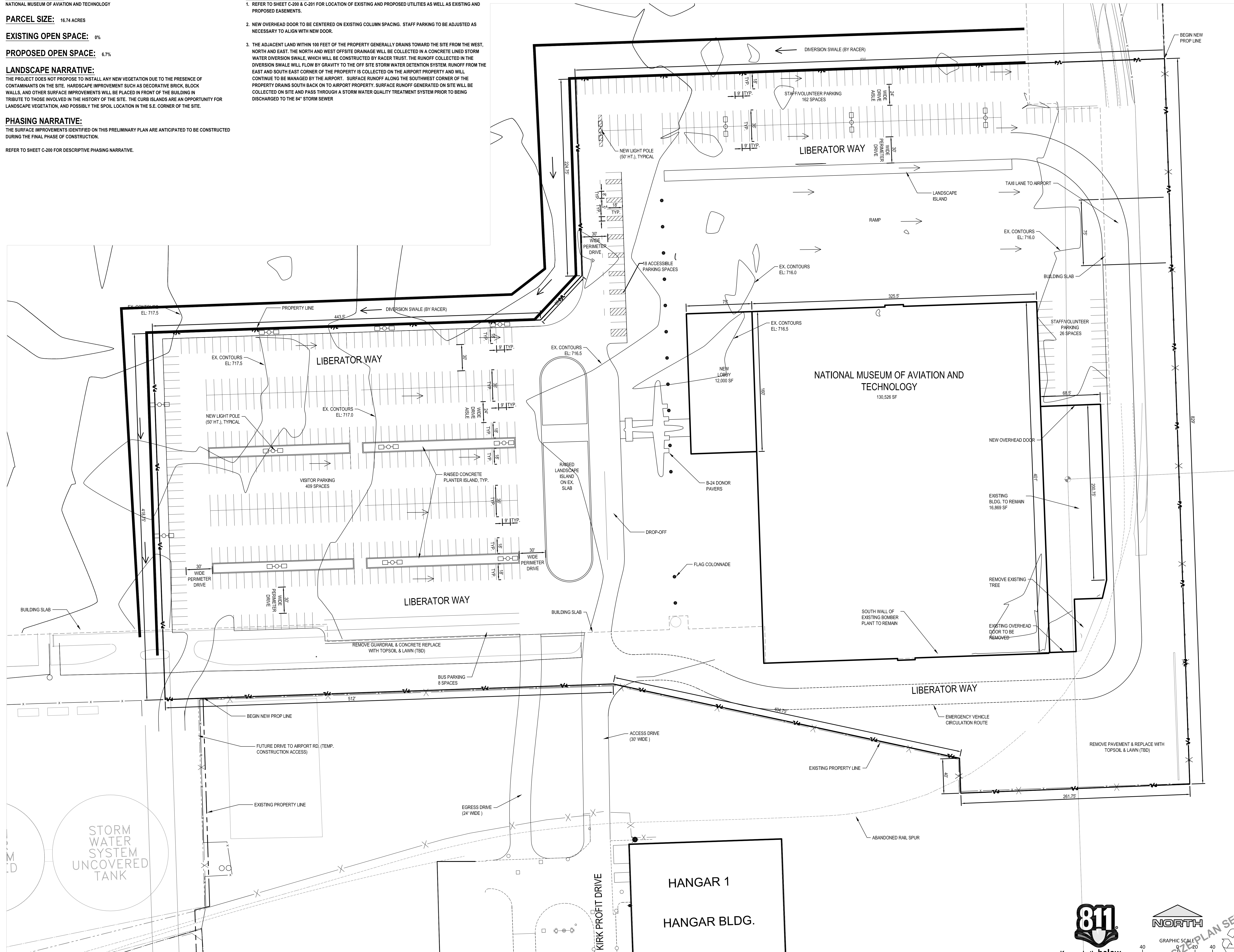
LANDSCAPE NARRATIVE:
THE PROJECT DOES NOT PROPOSE TO INSTALL ANY NEW VEGETATION DUE TO THE PRESENCE OF CONTAMINANTS ON THE SITE. HARDSCAPE IMPROVEMENT SUCH AS DECORATIVE BRICK, BLOCK WALLS, AND OTHER SURFACE IMPROVEMENTS WILL BE PLACED IN FRONT OF THE BUILDING IN TRIBUTE TO THOSE INVOLVED IN THE HISTORY OF THE SITE. THE CURB ISLANDS ARE AN OPPORTUNITY FOR LANDSCAPE VEGETATION, AND POSSIBLY THE SPOIL LOCATION IN THE S.E. CORNER OF THE SITE.

PHASING NARRATIVE:
THE SURFACE IMPROVEMENTS IDENTIFIED ON THIS PRELIMINARY PLAN ARE ANTICIPATED TO BE CONSTRUCTED DURING THE FINAL PHASE OF CONSTRUCTION.

REFER TO SHEET C-200 FOR DESCRIPTIVE PHASING NARRATIVE.

GENERAL NOTES:

- REFER TO SHEET C-200 & C-201 FOR LOCATION OF EXISTING AND PROPOSED UTILITIES AS WELL AS EXISTING AND PROPOSED EASEMENTS.
- NEW OVERHEAD DOOR TO BE CENTERED ON EXISTING COLUMN SPACING. STAFF PARKING TO BE ADJUSTED AS NECESSARY TO ALIGN WITH NEW DOOR.
- THE ADJACENT LAND WITHIN 100 FEET OF THE PROPERTY GENERALLY DRAINS TOWARD THE SITE FROM THE WEST, NORTH AND EAST. THE NORTH AND WEST OFFSITE DRAINAGE WILL BE COLLECTED IN A CONCRETE LINED STORM WATER DIVERSION SWALE, WHICH WILL BE CONSTRUCTED BY RACER TRUST. THE RUNOFF COLLECTED IN THE DIVERSION SWALE WILL FLOW BY GRAVITY TO THE OFF-SITE STORM WATER DETENTION SYSTEM. RUNOFF FROM THE EAST AND SOUTH EAST CORNER OF THE PROPERTY IS COLLECTED ON THE AIRPORT PROPERTY AND WILL CONTINUE TO BE MANAGED BY THE AIRPORT. SURFACE RUNOFF ALONG THE SOUTHWEST CORNER OF THE PROPERTY DRAINS SOUTH BACK ON TO AIRPORT PROPERTY. SURFACE RUNOFF GENERATED ON SITE WILL BE COLLECTED ON SITE AND PASS THROUGH A STORM WATER QUALITY TREATMENT SYSTEM PRIOR TO BEING DISCHARGED TO THE 84" STORM SEWER.



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<http://www.URSCorp.com>

SHEET REVISIONS

MARK	DATE	DESCRIPTION

NATIONAL MUSEUM OF AVIATION AND TECHNOLOGY

THE MICHIGAN AEROSPACE FOUNDATION
YANKEE AIR MUSEUM
BELLEVILLE, MICHIGAN

PROJECT ISSUE DATES

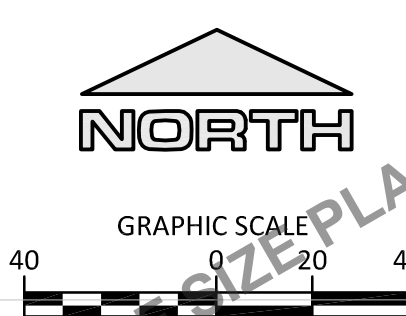
DATE	DESCRIPTION
12/11/14	OWNER/UTILITY COORDINATION
12/16/14	PRELIM. PD PRE-APP. CONF.
01/19/15	SITE PLAN APPROVAL

DRAWN BY: JPR
CHECKED BY: BEJ
MANAGER: FWG

URS PROJECT NO.
12944714

SITE PLAN

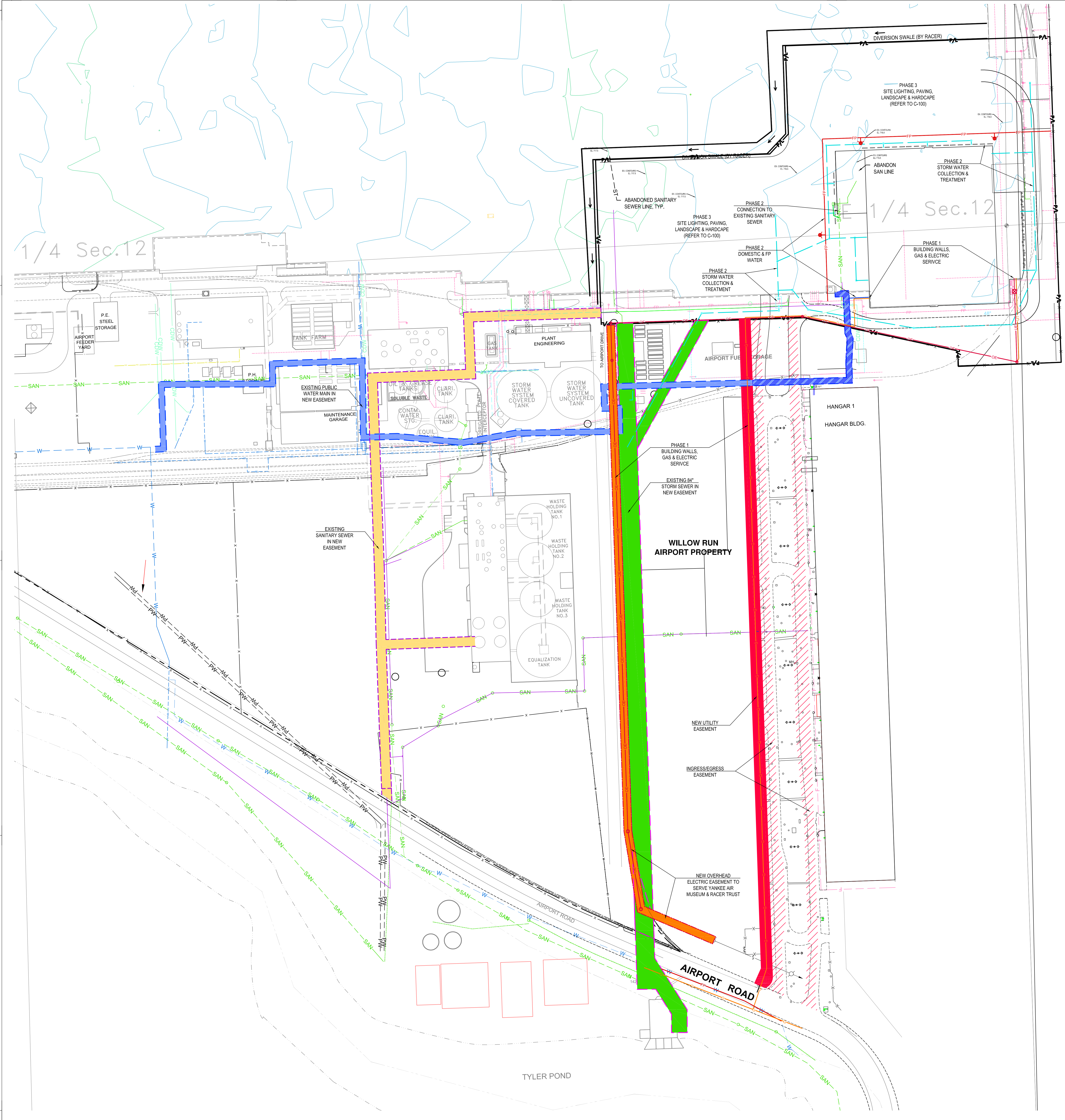
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HALF SIZE PLAN SET

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WILLOW RUN AIRPORT PROPERTY

SITE UTILITIES LEGEND

- MANHOLE
 - CATCH BASIN
 - CLEANOUT
 - VALVE (WATER)
 - HYDRANT ASSEMBLY
 - TELEPHONE LINE
 - ELEC. LINE OVERHEAD
 - ELEC. LINE UNDERGROUND
 - GAS SERVICE
 - WATER MAIN
 - EX. WATER MAIN (R)
 - FIRE PROTECTION SERVICE
 - EX. FIRE WATER LINE (R)
 - EX. FIRE LINE (R)
 - EX. SANITARY SEWER (R)
 - EX. SANITARY SEWER
 - STORM SEWER
 - EX. STM LINE
 - UNDERDRAIN
 - PUBLIC WATER EASEMENT
 - PRIVATE WATER EASEMENT
 - STORM SEWER EASEMENT
 - ELEC. EASEMENT
 - UTILITY ACCESS EASEMENT
 - INGRESS / EGRESS EASEMENT
 - SANITARY SEWER EASEMENT
- (R) = RECORD LOCATION

- TENTATIVE PHASING SCHEDULE**
- 2015/2016 PHASE 1 - STRUCTURAL BRACING & BUILDING RENOVATIONS**
- NEW WALL ON NORTH AND WEST FACE OF BUILDING
 - GAS & ELECTRIC SERVICE
- 2016-2017 PHASE 2 - SITE UTILITY INFRASTRUCTURE & BUILDING RENOVATIONS**
- DOMESTIC & FIRE PROTECTION WATER SERVICES
 - SANITARY SEWER SERVICE
 - STORM SEWER
 - STORM WATER QUALITY
- 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**
- SITE LIGHTING
 - PAVING OPERATIONS
 - LANDSCAPE AND HARDSCAPE
 - 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.

SHEET REVISIONS

MARK	DATE	DESCRIPTION

NATIONAL MUSEUM OF AVIATION AND TECHNOLOGY

THE MICHIGAN AEROSPACE FOUNDATION
YANKEE AIR MUSEUM
BELLEVILLE, MICHIGAN

PROJECT ISSUE DATES

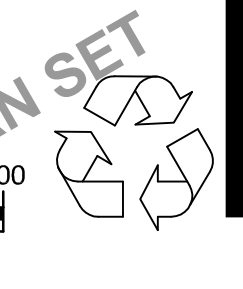
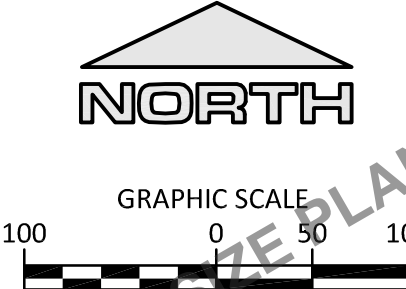
DATE	DESCRIPTION
12/11/14	OWNER/UTILITY COORDINATION
12/16/14	PRELIM. PD PRE-APP. CONF.
01/19/15	SITE PLAN REVIEW

DRAWN BY: JPR
CHECKED BY: BEJ
MANAGER: FWG

URS PROJECT NO.
12944714

SITE ANALYSIS AND OVERALL UTILITY PLAN

01/16/2015 10:14:45 AM



SITE UTILITIES LEGEND

- MANHOLE
- CATCH BASIN
- CLEANOUT VALVE (WATER)
- HYDRANT ASSEMBLY
- TELEPHONE LINE
- ELEC. LINE OVERHEAD
- ELEC. LINE UNDERGROUND
- GAS SERVICE
- WATER MAIN
- EX. WATER MAIN (R)
- FIRE PROTECTION SERVICE
- EX. FIRE WATER LINE (R)
- EX. FIRE LINE (R)
- EX. SANITARY SEWER (R)
- EX. SANITARY SEWER
- STORM SEWER
- EX. STM LINE
- UNDERDRAIN

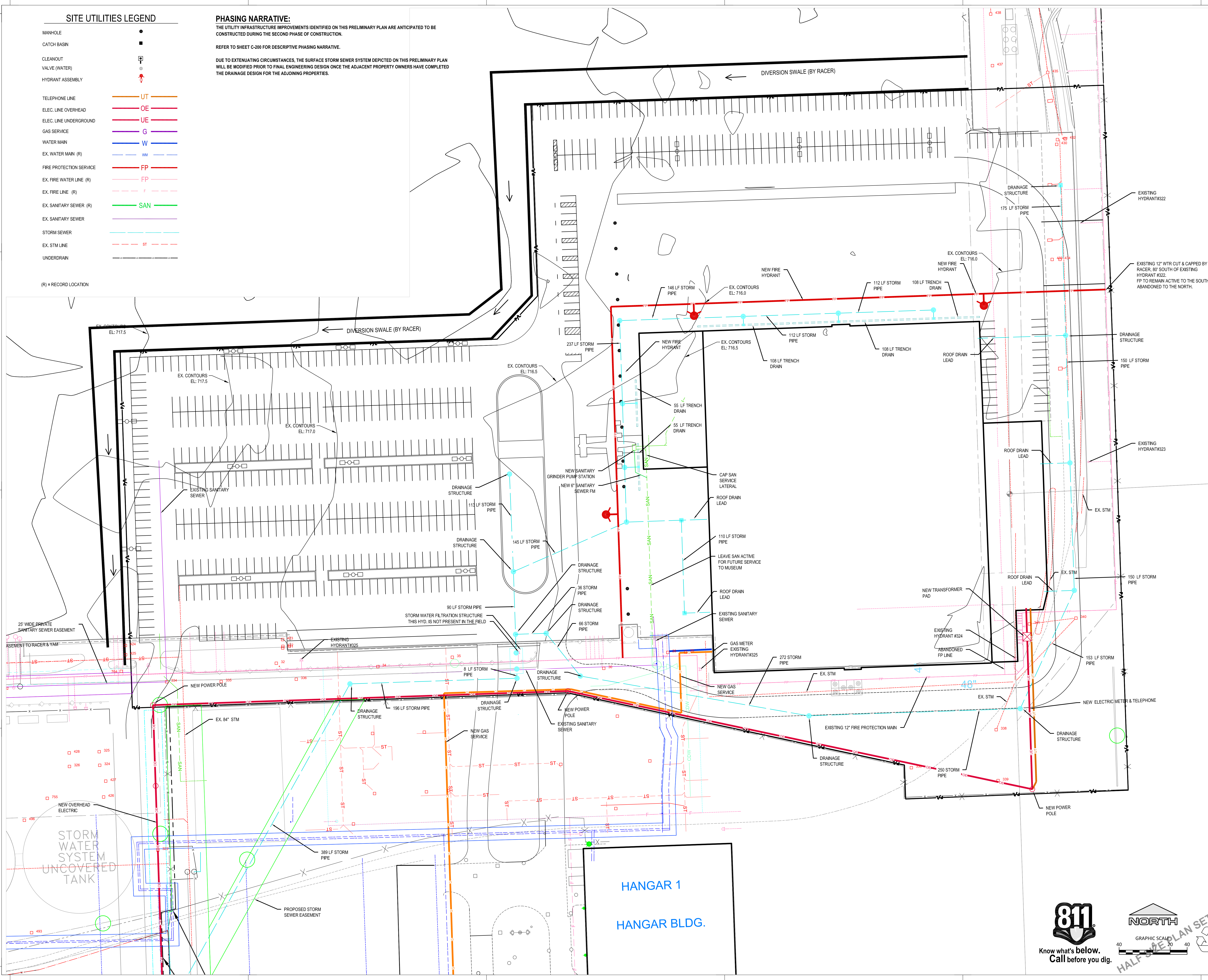
(R) = RECORD LOCATION

PHASING NARRATIVE:

THE UTILITY INFRASTRUCTURE IMPROVEMENTS IDENTIFIED ON THIS PRELIMINARY PLAN ARE ANTICIPATED TO BE CONSTRUCTED DURING THE SECOND PHASE OF CONSTRUCTION.

REFER TO SHEET C-200 FOR DESCRIPTIVE PHASING NARRATIVE.

DUE TO EXTENUATING CIRCUMSTANCES, THE SURFACE STORM SEWER SYSTEM DEPICTED ON THIS PRELIMINARY PLAN WILL BE MODIFIED PRIOR TO FINAL ENGINEERING DESIGN ONCE THE ADJACENT PROPERTY OWNERS HAVE COMPLETED THE DRAINAGE DESIGN FOR THE ADJOINING PROPERTIES.



SHEET REVISIONS

MARK	DATE	DESCRIPTION

NATIONAL MUSEUM OF AVIATION AND TECHNOLOGY

THE MICHIGAN AEROSPACE FOUNDATION
YANKEE AIR MUSEUM
BELLEVILLE, MICHIGAN

PROJECT ISSUE DATES

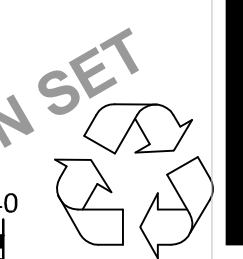
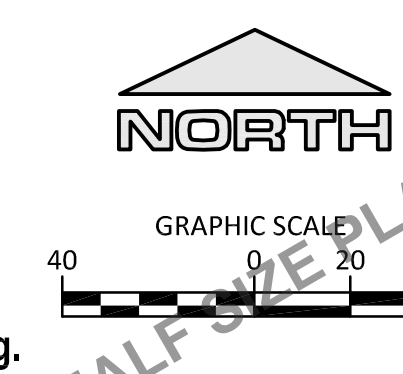
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12/16/14	PRELIM. PD PRE-APP. CONF.
01/19/15	SITE PLAN APPROVAL

DRAWN BY: JPR
CHECKED BY: BEJ
MANAGER: FWG

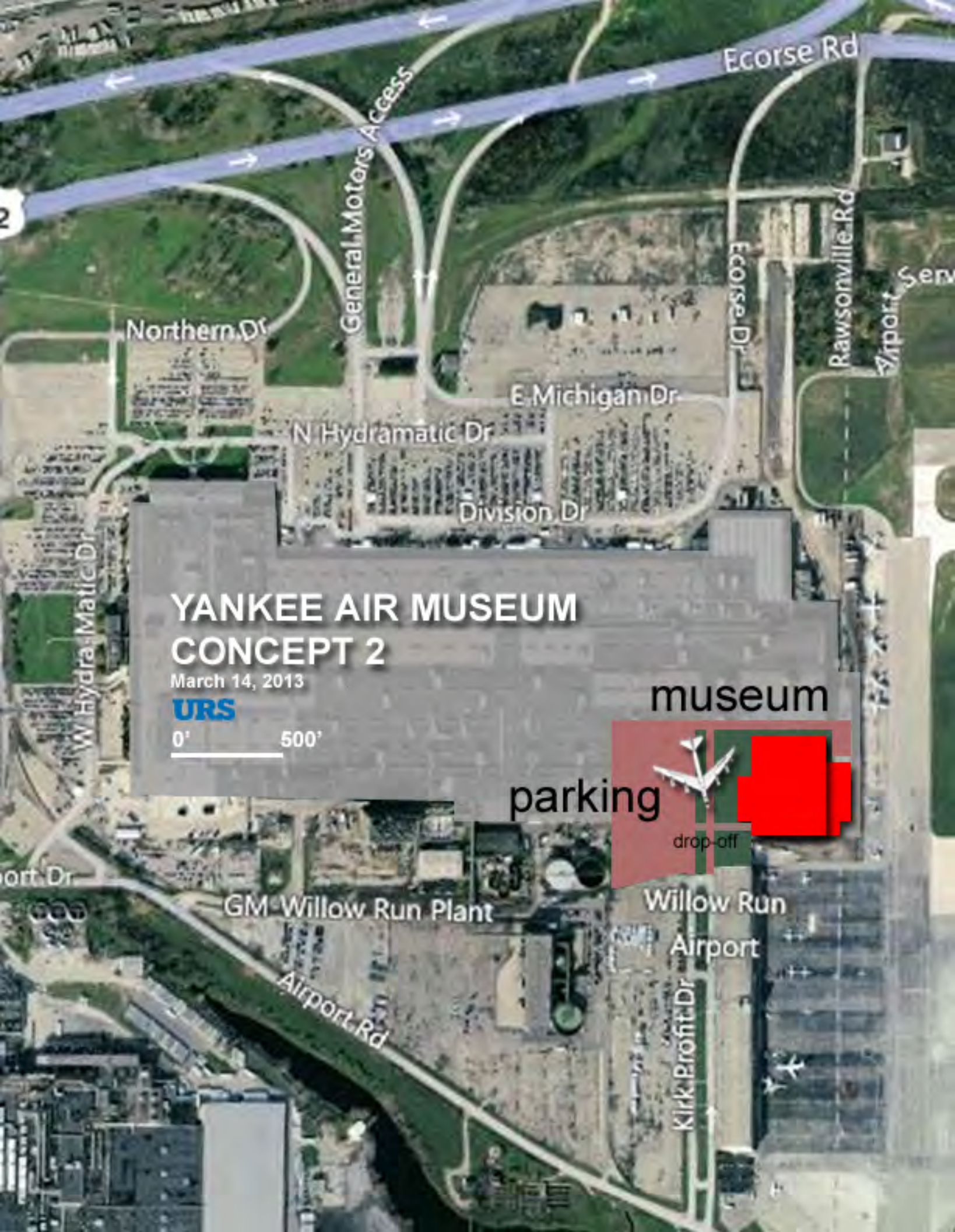
URS PROJECT NO.
12944714

SITE UTILITY PLAN

01/16/2015 10:18:27 AM



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YANKEE AIR MUSEUM CONCEPT 2

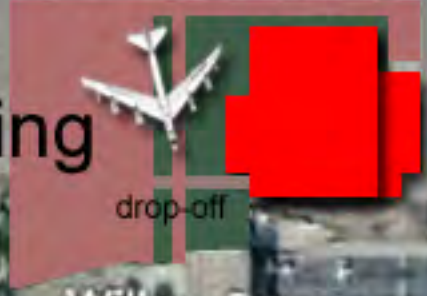
March 14, 2013



0' 500'

museum

parking



drop-off

GM Willow Run Plant

Willow Run
Airport

Airport Rd

Kirk Profit Dr

Ecorse Rd

General Motors Access

Northern Dr

E Michigan Dr

N Hydramatic Dr

Division Dr

Ecorse Dr

Rawsonville Rd

Airport

Service

W Hydra-Matic Dr

Port 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

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

Willow Run Airport Hangar 1



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

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.



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

DRAFT

PLANNED DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 19th day of May, 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. K -11-12-100-007 (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; and

WHEREAS, the Township, by way of executing this agreement, to rezone the property from IC, Industrial Commercial to PD, Planned Development in order to permit the Township Planning Commission and Township Board of Trustees to consider and grant final site plan approval as prescribed within Article XIX of Township Zoning Ordinance;

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, necessary utilities 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) waste water treatment and potable water. The Township shall also assist in the approval and coordination for the creation or utilization of a storm water retention and detention facility.

3. Redevelopment Plan Permitting.

- (a) Within 360 days of final site plan approval by the Township, the Museum agrees to commence construction activities toward completion of the approved "Redevelopment Plan" unless otherwise extended by the Township per a written request made by the Museum prior to the expiration date. The Township agrees to expedite and promptly review all necessary permits applications including but not limited to; building, electrical, plumbing, mechanical, fire suppression, soil erosion and sedimentation control, or grading as associated with the approved Redevelopment Plan within 21 days 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 180 days of final approval of the Redevelopment Plan, or such later time as the Planning Commission has approved, the Museum will present for review to the Township architectural/construction drawings for the renovation and construction. The Township agrees to expedite and promptly review the Museum's preliminary drawings within 21 days thereafter in accordance with the Township's ordinances, rules and regulations.

- (c) The Township understands and agrees that it will look favorably upon appropriate subdivision by the Museum 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.

- (d) The Township agrees that if the final working drawings are substantially consistent with

the preliminary 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.

(e) 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 allow the Museum access to the northern and southern aprons of the museum property for the transporting, display or storage of static and/or flyable aircraft on museum property.
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 within Section 5 herein.

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

Brenda L. Stumbo, Township Supervisor

Date

Karen Lovejoy Roe, Township Clerk

Date

YANKEE AIRFORCE INC.,
a Michigan nonprofit corporation

Signature

Date

By its: _____

Drafted by:

When recorded return to:

Wm Douglas Winters (P.....)
McLain & Winters
61 N. Huron Street
Ypsilanti, MI 48197

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

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.

Application for Rezoning/Master Plan Amendment
Charter Township of Ypsilanti
Article 27, Ypsilanti Township Zoning Ordinance - Changes & Amendments

FEB 12 2015

1. Petitioner: Abhinand Lath, Anultra LLC
Mailing Address: 1735 Holmes Rd
Ypsilanti, MI 48198
Phone Number: 313.872.6314 Fax Number: 313.872.6315
Email: abhi.lath@Sensitile.com

2. Are you the Owner of the property involved: Yes No

3. State your interest in the property (land contract, purchase agreement, etc)
Purchase Agreement

4. State briefly the proposed Zoning Amendment or Change: Rezone parcels
1, 2, 3, & 4 (from RM-2 to IRO) . Rezone existing facility
at 1735 Holmes from B-3 to IRO.

5. State the reasons for seeking the Amendment or Change and the proposed use and/or structures to be placed on the property: Owner wants to expand
his facility.

6. Briefly describe the property being considered and give the general location:
The Owner has purchased several parcels north
of his existing facility in order to expand. The
property is located at Holmes and Midway.

7. List the parcel numbers involved in this request:
ATTACHED

8. Attach hereto the legal property description: Attached

9. Attach a sketch plan of the area involved showing adjoining streets: Attached

10. The applicant shall submit or attach any other information requested or may include any additional information that he/she believes, will assist in reaching an equitable decision:

Applicant's Signature: Abhinand Lath Date: 2/12/15

Development Coordinator's Signature: _____ Date: _____

Fee: \$1,390
Township Planner \$ 750.00 (101.000.000.607.001)
Engineer \$ 640 + 16/acre (101.000.000.607.001) 16.25 ac = \$ 610
\$ Hourly if required (101.000.000.204.061)

Updated April 13, 2006

Signature of Fee Owner/Seller: Charles Dunn
Charles Dunn

Date: May __, 2015

Sensitile Rezoning Petition

Legal Description and Parcel Number Attachment

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. (Currently Zoned RM-2)

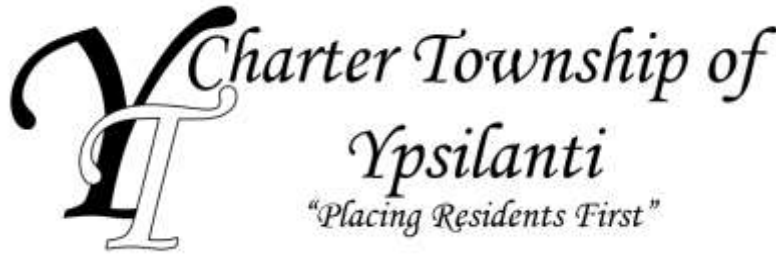
K -11-02-275-010: YP#2-1F-2: COM AT CENT OF SEC, TH S 88-44-20 W 248.34 FT ALONG CENT LINE OF HOLMES RD & E-W 1/4 LINE; TH N 01-17-20 W 458.74 FT ALONG CENT LINE OF MIDWAY BLVD; TH S 88-53-00 W 592.12 FT FOR PL OF BEG; TH CONT S 88-53-00 W 79.68 FT; TH N 20-08-55 W 134.17 FT; TH N 68-40-00 E 82.88 FT; 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) (Currently Zoned RM-2)

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. (Currently Zoned RM-2)

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. (Currently Zoned RM-2)

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 (Currently Zoned B-3)

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

Sensitile Rezoning
March 24, 2015

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

SITE LAYOUT

OWNER:
ANUTTRA, LLC
ABHINAND LATH
1735 HOLMES ROAD
YPSILANTI, MI 48198
(PH) 313.872.6314
(F) 313.872.6315
abhilath@sensitile.com

ENGINEER:
ENGINEERING TECHNOLOGIES
CORPORATION
3824 CARPENTER RD.
YPSILANTI, MI 48197
TEL: (734) 944-2820
FAX: (734) 868-3824
ENGTCH@ETCINC.COM
WWW.ETCINC.COM



SCALE: 1"=50'

DESIGNER: ETC
DRAWN BY: ETC
EP PROJECT: SENSITILE SYSTEMS
PATH\NAME: G:\FRUITIG\5_4_00\TOPO.DWG

REVISIONS:

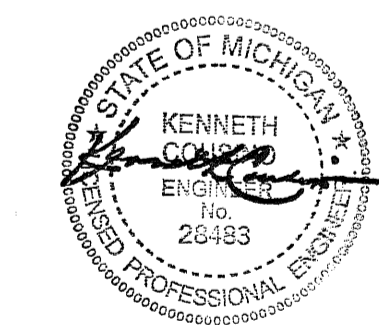
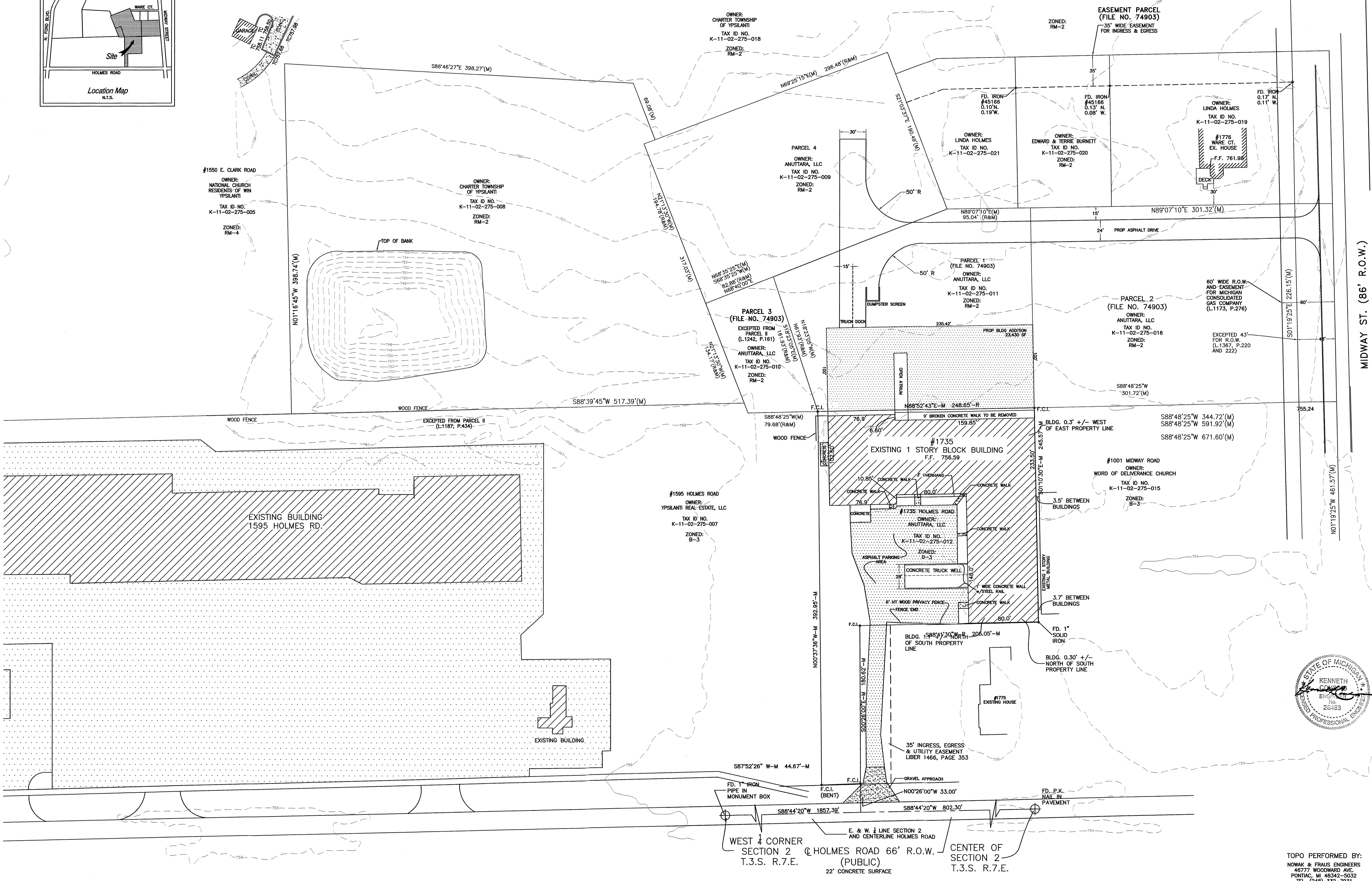
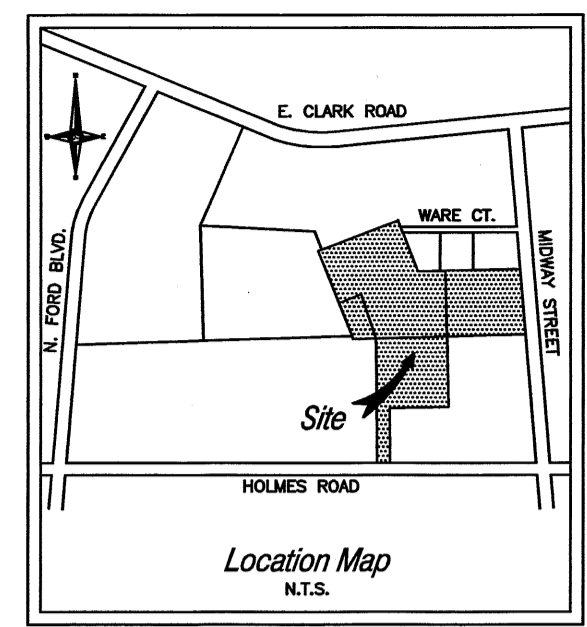
NO.	DESCRIPTION	DATE

DRAWING TITLE:

SITE PLAN

DATE:
11 FEB 2015
SHEET NO.:

1



TOPO PERFORMED BY:
NOWAK & FRAUS ENGINEERS
45777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL: (248) 332-7931
FAX: (248) 332-8927
5 NOVEMBER 2013

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:

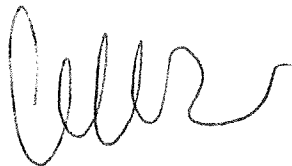
I am the owner of that property located in the Township described in attached Exhibit A.

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.

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #7**

May 19, 2015

101 - GENERAL OPERATIONS FUND

Total Increase \$692,689.00

Increase needed for road improvement projects per agreement with Washtenaw County Roads for Sweet Road, Clark Road to Holmes Road; East Park Subdivision; Deauville parish Subdivision; and Paint Creek Farms Subdivision. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$108,089.00
		Net Revenues	<u>\$108,089.00</u>
Expenditures:	Highway & ST-Road Construction-Improv	101-446-000-818.022	\$108,089.00
		Net Expenditures	<u>\$108,089.00</u>

Increase to purchase a fire truck and equipment from Spartan. The original budget amendment was Board approved on 10-27-14 but did not roll over on the 2015 Adopted Budget Amendment . As agreed to before, the General Fund will purchase the fire truck to take advantage of the prepaid discount. The Fire Fund will pay the General Fund \$58,460 annually over a 10 year period starting in 2015. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$584,600.00
		Net Revenues	<u>\$584,600.00</u>
Expenditures:	Capital Outlay - Fire Truck	101-970-000-975.206	\$584,600.00
		Net Expenditures	<u>\$584,600.00</u>

206 - FIRE FUND

Total Increase \$58,460.00

Increase the Debt Service Apparatus expenditure line to pay the General Fund back for the purchase of the 2015 Fire Truck at \$58,460 annually over a 10 year period. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$58,460.00
		Net Revenues	<u>\$58,460.00</u>
Expenditures:	Debt Service Apparatus	206-970-000-991.013	\$58,460.00
		Net Expenditures	<u>\$58,460.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #7**

May 19, 2015

236 - 14B DISTRICT COURT FUND

Total Increase \$591.47

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	236-000-000-699.000	\$591.47
		Net Revenues	<u><u>\$591.47</u></u>
Expenditures:	Salaries Pay Out & Sick time	236-136-000-708.004	\$591.47
		Net Expenditures	<u><u>\$591.47</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$3,240.70

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	\$3,240.70
		Net Revenues	<u><u>\$3,240.70</u></u>
Expenditures:	Salaries Pay Out & Sick time	266-301-000-708.004	\$3,240.70
		Net Expenditures	<u><u>\$3,240.70</u></u>

Motion to Amend the 2015 Budget (#7):

Move to increase the General Fund budget by \$692,689 to \$9,361,731 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$58,460 to \$5,213,574 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$592 to \$1,451,665 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$3,241 to \$6,845,415 and approve the department line item changes as outlined.

RESOLUTION NO. 2015-14

WHEREAS, the goal of *BEE CITY USA* is to promote healthy, sustainable habitats and communities for bees and other pollinators; and

WHEREAS, thanks to the tremendous diversity of wild native bees, along with the honey bees that were brought here from Europe in the 1700s, we have very diverse dietary choices rich in fruits, nuts and vegetables: *“One in every three bites of food we eat is courtesy of insect pollination. Even our meat and milk trace back to insects that pollinate the alfalfa and other feed for beef cattle and cows”* (Mace Vaughan, Pollinator Program Director for the Xerces Society for Invertebrate Conservation); and

WHEREAS, bees and other pollinators around the globe have experienced dramatic declines due to a combination of habitat loss, use of pesticides, and the spread of pests and diseases, with grave implications for the future health of flora and fauna; and

WHEREAS, cities and their residents have the opportunity to support bees and other pollinators on both public and private land; and

WHEREAS, supporting pollinators fosters environmental awareness and sustainability, and increases interactions among community stewards such as commercial and backyard beekeepers, farmers, children, educators, Master Naturalists, Master Gardeners, plant nurseries, municipalities, neighborhoods, and garden suppliers and clubs; and

WHEREAS, the economic benefits of (native and honey) bee-friendliness are:

- Healthy ecosystems--insect pollinators are required for pollination and reproduction of about 85% of flowering plants globally, plants that: 1) are vital for clean air and water; 2) provide food, fiber and shelter for people and wildlife; and 3) support the very insects that pollinate our crops and form the basis of food webs.
- Increased vegetable and fruit crop yields due to bee pollination.
- Increased habitat for natural enemies of crop pests and therefore reduced need for and costs associated with pesticides.
- Increased demand for pollinator-friendly plant materials from local nurseries and growers.
- Income earned by beekeepers and others through the sale of bee products, beekeeping equipment and supplies, and hive rentals for pollination; and, heightened prestige and premium asking prices for place-based honey, which enhances the visibility and reputation of its community of origin; and

WHEREAS, ideal pollinator-friendly habitat:

- Provides diverse and abundant nectar and pollen from plants blooming in succession.
- Provides clean water for drinking, nest-building, cooling, diluting stored honey, and butterfly puddling.
- Is pesticide-free or has pesticide use carried out with least ill effects on pollinators.
- Is comprised of mostly, if not all, native species of annual and perennial wildflowers, shrubs, trees, and grasses because many native pollinators prefer or depend on the native plants with which they co-evolved.
- Includes, where possible, designated pollinator zones in public spaces with signage to educate the public and build awareness.
- Provides for safe and humane removal of bees when required.
- Provides undisturbed spaces (leaf and brush piles, un-mowed fields or field margins, fallen trees and other dead wood) for nesting and overwintering for native pollinators; and

WHEREAS, in order to enhance understanding among municipal staff and the public about the vital role that pollinators play and what each of us can do to sustain them, the Charter Township of Ypsilanti agrees to meet the following commitments required of all *BEE CITY USA* communities:

- 1) Pass this *BEE CITY USA* **resolution** (which articulates these commitments).
- 2) Designate a municipal department as the municipality's Bee City USA sponsor and an employee from that department as the Bee City USA **"liaison,"** and **assign facilitation of the local Bee City USA program** either to a) a new or existing city commission or b) a non-profit organization, to encourage and coordinate local pollinator habitat and awareness activities. This body will serve as the intermediary between the citizenry and the municipality on matters of enhancing pollinator awareness, health and habitat, fulfilling the following commitments:
 - **Annually celebrate** National Pollinator Week (third full week of June) or some other appropriate occasion with educational events, pollinator habitat plantings or restoration, proclamations or promotions that showcase the municipality's commitment to enhancing pollinator health and habitat.
 - **Annually apply for renewal** of the community's designation and submit a report of the previous year's *BEE CITY USA* activities following the format provided.
- 3) **Publicly acknowledge** the community's commitment by agreeing to a) install/maintain at least one authorized *BEE CITY USA* street sign in a prominent location, and b) create/maintain links on appropriate pages of the municipal website which includes, at

minimum, links to a PDF of this signed Resolution and the national *BEE CITY USA* website, contact information for the municipality's *BEE CITY USA* liaison and designated "facilitator commission or non-profit organization committee," and reports of the pollinator-friendly activities the municipality has accomplished the previous year(s).

NOW, THEREFORE, BE IT RESOLVED BY THE CHARTER TOWNSHIP OF YPSILANTI THAT:

The CHARTER TOWNSHIP OF YPSILANTI accepts the designation and commits to the standards of *BEE CITY USA*.

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

**Supervisor's
Office**

7200 S. Huron River
Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Supervisor
Lisa Garrett, Deputy Clerk

Date: May 14, 2015

Subject: ***Resolution 2015-14, To Designate Ypsilanti Township as a "Bee City" in Partnership with the City of Ypsilanti, Authorization to Appoint a Bee Committee and Authorization of Professional Beekeeping Services and Construction of an Apiary to be located at the Civic Center***

Authorization is being requested to begin the application process to have Ypsilanti Township designated as a "Bee City". The purpose of the "Bee City" program is to bring awareness to the decline in the bee population due to the use of pesticides and habitat loss. Receiving this designation means that Ypsilanti Township is committed to fostering pollinator friendly habitats and using pesticides that have the least amount of effect on pollinators.

Part of attaining this designation is the creation of a committee to encourage and coordinate local pollinator habitat and awareness activities. Appointees to this committee would be Richard Roe, Gretchen Kopmanis, MaryAnn Nisely, Kat Dickinson, Lisa Garrett and myself.

Finally, to further foster our commitment to the support of the pollinators, we seek authorization to purchase materials for and start a bee apiary to be located at the Civic Center. The apiary would be located on the front lawn to the left of the Civic Center (see attached map) and would include a sunflower meadow. It would consist of 10 hives and include a watering hole. We met with Jeff Allen, Residential Services Director to review the area planned. Also, contact has been made with MML to discuss from a liability standpoint and they have recommended the use of signage around the apiary to inform

visitors. Deputy Supervisor Tammie Keen made contact with our neighbor, the armory, and they have no objections to the apiary and do not need to use that area of land.

We will contract with a local beekeeping group, Ypsi Melissa, who would be responsible for the care and total upkeep of the bees. This group also plans to use our hives for educational classes for youth and adults.

Costs include:

Beekeeping Equipment -	\$1,500.00
Nucleus Beehive Supplier-	\$1,500.00
Beekeeping Services-	\$1,000.00
Hive Stands-	\$ 40.00
Approx. Costs for Watering Hole	\$ <u>460.00</u>
Total	\$4,500.00

Total cost to set up the apiary would not exceed \$4500.00 and is budgeted in line item #101-956-000-801-000. We have requested ITC to partner with us financially on the apiary and are awaiting their approval.

Finally, discussion has been held with Joe Lawson, Planning Director, regarding the advantages of an ordinance for beekeeping in private homes. This item will be reviewed further in the near future.

If you have any questions, please feel free to contact me and thank you in advance for your support.

Irg



P. O. Box 980143
Ypsilanti, MI 48198
Phone: 207-381-6055
ypsimelissabees@gmail.com

Ypsi
Melissa
Bee Stewardship Project

Agreement to Perform Beekeeping Services to Charter Township of Ypsilanti

Date	Services Performed By:	Services Performed For:
May 5, 2015	Ypsi Melissa P. O. Box 980143 Ypsilanti, MI 48198 Phone: 207-381-6055 ypsimelissabees@gmail.com	Charter Township of Ypsilanti 7200 S. Huron River Drive Ypsilanti, MI 48197

Overview

With populations in decline, pollinators need our stewardship. Ypsi Melissa believes everyone can be a bee steward and seeks to play a supporting role. Our motto is *Helping People Help Bees*.

Ypsi Melissa is pleased to submit this proposal for beekeeping services and support Charter Township of Ypsilanti in its efforts to begin bee stewardship. Our mission is to increase local healthy honeybee colonies while increasing awareness about honey bees and native bees in our community, and we do this through partnerships between individuals, families, and organizations. It would be a pleasure to provide beekeeping services on the Charter of Ypsilanti Township, and to utilize the site as a teaching apiary.

Timeline

This project will extend from May 5, 2015 through the end of the beekeeping season, or approximately October 31, 2015. Please note that beekeeping is dependent on the weather, so all dates are approximate.

Phase 1 – May 5 – May 25, 2015 (approximate)

Hive Installation - Beehive equipment delivery, assembly, painting of beehives, cement block delivery, bee yard layout and final hive installation. Cardboard and straw or wood chips can serve as foundation for hives that will provide a buffer zone and facilitate mowing around the hives. (I'm open to ideas based on existing practices and preferences.)

Phase 2 – May 25 – June 15, 2015 (approximate)

Bee Colony installation – Bee colony nucleus hives will be installed when they are available, per Sandhill Apiaries. Installation can generally be completed in one day. These dates represent an approximate range.

Phase 3 – June 15, 2015 – October 31, 2015 (approximate)

Bee Season Hive Management – Beehives will require 10-14 hours of management per hive, on average, throughout the season. Hives will be managed through Ypsi Melissa consultation, and through the efforts of Ypsi Melissa-supervised student beekeepers doing hands-on learning. May – June is the climax of the bee season, July and August are the months of dearth, and the hive begins to contract in September. Winterization preparations are completed September thru October. The bees are dormant until April.

Project Resources & Costs

- Beekeeping Equipment Supplier - Buggsnest, Keith Lazar, Farmington Hills, Michigan. \$1,500.
- Nucleus Beehive Supplier - Sandhill Apiaries, Meghan Milbrath, Munith, Michigan. \$1,500.00
- Beekeeping Services, Ypsi Melissa, Jamie Berlin, Ypsilanti, Michigan. \$1000.00
- Hive stands – TBD. Cement Blocks approx. \$45.00.

Scope

Ypsi Melissa shall provide the Services and Deliverable(s) as follows:

- Build and install ten (10) ten-frame Langstroth –style hives, with medium supers.
- Procure and install ten (10) medium nucleus Western honey bee (*Apis mellifera*) colonies.
- Design and coordinate implementation of onsite bee yard.
- Maintain the health of onsite bee colonies, and serve as primary steward for bee yard.
- Provide on-site education for children and adults.

Ypsi Melissa - Responsibilities

- Build and install ten beehives at 7200 S. Huron Drive, Ypsilanti, Michigan 48197.
- Decorate the beehives with the “Y-town” and “Ypsi Melissa” logos, via stencil.
- Design bee yard elements, including placement and orientation of hives, watering hole, landscape element and sunflower patch.
- Install ten nucleus beehive colonies onsite.
- Maintain the health of ten onsite colonies via:
 - 1) Ypsi Melissa consultation visits.

- 2) Student beekeepers, youth and adult, supervised by Ypsi Melissa.
- 3) Volunteer and mentee assistance, supervised by Ypsi Melissa.
- Provide monthly reports on colony health.
- Provide annual basic education for Charter Township of Ypsilanti employees on bee stewardship and bee safety (dealing with stings and swarms).
- Provide educational opportunities for local adults in the form of beekeeping classes and hosted bee yard visits.
- Provide educational opportunities for local children and youth in the form of beekeeping classes and hosted bee yard visits.
- Provide continuing education in the form of day clinics on special topics, such as “honey harvesting,” “making splits,” and “queen rearing.”
- Host an open house to celebrate the bee yard.
- Design and organize the planting of a 20 x 20 native plant garden. (Optional. Please request additional proposal).
- Design and organize the planting of a sunflower field adjacent to the bee yard.
- Provide education and best practices for institutional landscaping without using bee-harming pesticides for site staff and local community.
- Serve as a liaison with other beekeeping educators and resources at the regional, state, and national levels for development of the apiary and for educational purposes and opportunities.
- Make recommendations regarding the annual honey harvest, OR be responsible for harvesting honey, via fee + volunteer hours. (Optional. Further discussion required).
- Provide publicity and promotion in the form of 4 x 5” Y-Town logos applied to hive boxes, links from website, and regular mentions on Ypsi Melissa social media sites.

Charter Township of Ypsilanti - Responsibilities

- Abstain from use of bee-harming chemicals on the Charter Township of Ypsilanti Property. Please contact Ypsi Melissa with questions about specific chemicals.
- Notify Ypsi Melissa immediately if it has been discovered that bee-harming pesticides have been applied on the property.
- Provide adequate land, in full sun, for ten beehives to be arranged in a chevron pattern, oriented North-South. Five (5) hives will be oriented with entrances facing SE, and five (5) hives will be oriented so that their entrances are facing NE. Hives will be spaced with approximately 3 feet between them.
- Provide a safe bee watering hole. (Shallow basin with rocks or bricks. Ypsi Melissa can also provide this).
- Provide cement blocks as hive stands. (Negotiable based on availability).

- Provide dry, onsite storage for extra equipment. (Negotiable based on availability).
- Provide publicity via webpage featuring bee yard information, photos, and a web link to Ypsi Melissa.
- Share contacts within the community for Ypsi Melissa to partner with on bee-related, carpentry-related and landscaping-related projects.
- Consult with Ypsi Melissa on any inquiry or decision that is bee-related or might impact the bee yard.
- Provide 2-3 beekeeping first-aid kits onsite. Beekeeping first-aid kits include: 1 Epi Pen (prescription), 1 tube hydrocortisone cream, 1 pkg. anti-histamine, and 1 small bottle ibuprofen. 1-2 kits should be housed inside the building, 1 kit should be easily accessible to the bee yard (onsite storage area).
- Provide a dedicated Y-Town Bees Project Liaison to be the main point person for Ypsi Melissa to communicate with.
- Agree to make a minimum of 10% of the equipment cost available for replacement equipment, only as needed, in the case of loss or theft.
- Join in the fun!!!

Fees

Engagement will be conducted on a Materials + Flat fee for services basis.

This fee schedule is based on the understanding that the Charter Township of Ypsilanti will donate the cost of the hive equipment and the nucleus bee colonies to fund the establishment of a learning apiary on site, stewarded by the Ypsi Melissa bee stewardship project. And that the Charter Township of Ypsilanti will pay Ypsi Melissa 1) an annual membership fee per hive, and 2) a flat fee for hive maintenance per hive.

Ypsi Melissa requests a \$25 membership fee per hive (totaling \$250), and a \$75 flat-rate management fee per hive (totaling \$750). Ypsi Melissa's customary hourly consultation rate is \$35. Routine management will quickly exceed the 2.14 hours included in the \$75, and will likely fall between 10-14 hours per hive. However, Ypsi Melissa will utilize the space as a teaching yard and offset the cost and work through funds earned by teaching onsite and through the assistance of supervised student beekeepers.

Ypsi Melissa requests that the Charter Township of Ypsilanti agree to replace any equipment lost or stolen, as needed, within the first year, up to 10% of the cost, or \$300.

Upon completion of the 2015 beekeeping season (October 31, 2015), Ypsi Melissa and Charter Township of Ypsilanti will have the option to renew this agreement, for another year, based on updated terms.

Additional Expenses

In the event of any additional costs, Ypsi Melissa shall notify the “Y-Town Bees Project Liaison.”

Ypsi Melissa shall provide Charter Township of Ypsilanti with sufficient details to support the justification for additional expenses, unless otherwise agreed to by the parties.

The limit of reimbursable expenses as a result of lost or stolen equipment is estimated to be 10% of the cost of equipment and bees (\$3000), or \$300 unless otherwise authorized in writing and agreed to by both parties.

Additional expenses NOT included in this contract are the cost of a) First Aid supplies b) Honey harvest time and materials and c) hive stands.

Project Changes

- Ypsi Melissa and Charter Township of Ypsilanti will mutually agree upon any changes.
- Requesting party will issue a Project Change request in writing.
- Both parties will review the impact of the proposed change and, if mutually agreed, sign a written Change Authorization.

IN WITNESS, the parties sign in agreement of the terms written above.

Charter Township of Ypsilanti

Ypsi Melissa

By: _____
Name:
Title:

By: _____
Name:
Title:

Sample - Ypsilanti, Michigan

Beekeeping Ordinance Ordinance No.
1113

An ordinance to allow for beekeeping within the City of Ypsilanti.

WHEREAS, honey bees are beneficial to mankind and to Michigan in particular, by providing agricultural fruit and vegetable pollination services in tandem with home garden vegetable and fruit production and by furnishing honey, beeswax and other useful products; and,

WHEREAS, Michigan is among the leading states in honey production and honey bee assisted agricultural products throughout the United States and the world; and,

WHEREAS, domestic strains of honey bees have been selectively bred for desirable traits, including gentleness, honey production, reduced swarming, pollination attributes and other characteristics which are desirable to foster and maintain; and,

WHEREAS, gentle strains of honey bees can be maintained within populated areas in reasonable densities to fill ecological niche and exclude unwanted and undesirable races of bees, without causing a nuisance if the honey bees are properly located, carefully managed and maintained.

1. NOW THEREFORE, THE CITY OF YPSILANTI ORDAINS:

Section 1—That the finding contained in the preamble of this ordinance is hereby adopted as part of this ordinance.

Section 2—That Chapter 14, Article I of the Code of Ordinances, City of Ypsilanti, Michigan, is hereby amended by adding a new article, which reads as follows:

Definitions: As used in this article, the following words and terms shall have the meanings ascribed in this section unless the context of their usage clearly indicates another meaning:

Apiary—The assembly of one or more colonies of bees at a single location.

Beekeeper—A person who owns or has charge of one or more colonies of bees.

Beekeeping Equipment—Anything used in the operation of an apiary, such as hive bodies, supers, frames, top and bottom boards and extractors.

Colony/Hive—An aggregate of bees consisting principally of workers, but having, when perfect, one queen and at time many drones, including brood, combs, honey and the receptacle inhabited by the bees.

Honey Bee—All life stages of the common domestic honey bee, *Apis Mellifera* species.

Tract—A contiguous parcel of land under common ownership.

Undeveloped Property—Any idle land that is not improved or actually in the process of being improved with residential, commercial, industrial, church, park, school or governmental

facilities or other structures or improvements intended for human use and the grounds maintained in association therewith. The term shall be deemed to include property developed exclusively as a street or highway or property used for commercial agricultural purposes.

Unlawful Conduct:

Purpose—The purpose of this article is to establish certain requirements of sound beekeeping practices, which are intended to avoid problems that may otherwise be associated with the keeping of bees in populated areas.

Other Beekeeping Unlawful—Notwithstanding compliance with the various requirements of this article, it shall be unlawful for any beekeeper to keep any colony or colonies in such a manner, or of such disposition, as to cause any unhealthy condition, interfere with the normal use and enjoyment of human or animal life of others, or interfere with the normal use and enjoyment of any public property or property of others.

Hive Type—All honey bee colonies shall be kept in hives with movable frames, which shall be kept in sound and usable condition.

Flyways—In each instance in which any colony is situated within 25 feet of a public or private property line of the tract upon which the apiary is situated, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyway barrier at least 6 feet in the height consisting of a solid wall, fence, dense vegetation or combination thereof that is parallel to the property line and extends 10 feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least 6 feet above ground level over the property lines in the vicinity of the apiary.

Water—Each beekeeper shall ensure that a convenient source of water is available to the bees at all times during the year so that the bees will not congregate at swimming pools, pet watering bowls, bird baths or other water sources where they may cause human, bird or domestic pet contact.

General Maintenance—Each beekeeper shall ensure that no bee comb or other materials are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure.

Queens—In any instance in which a colony exhibits unusual aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition toward swarming, it shall be the duty of the beekeeper to promptly re-queen the colony with another queen. Queens shall be selected from European stock bred for gentleness and non-swarming characteristics.

Colony Density—

- a. It shall be unlawful to keep more than 2 colonies on any tract within the city.
- b. In addition to State of Michigan Apiary Inspection Law regarding identification of honey bee hives, the beekeeper shall conspicuously post a sign setting forth his/her name and phone number. It is a defense against prosecution under this subsection that a colony is kept upon the same tract upon which the owner resides.
- c. Unless marked in accordance with subsection (a), it shall be presumed for the purposes of this article that the beekeeper is the person or persons who own or otherwise have the

present right of possession and control of the tract upon which a hive or hives are situated. The presumption may be rebutted by a written agreement authorizing another person to maintain the colony or colonies upon the tract setting forth the name, address, and telephone number of the other person who is acting as the beekeeper.

9. Compliance

- a. Upon receipt of information that any colony situated within the City is not being kept in compliance with this article, the building inspector shall cause an investigation to be conducted. If he/she finds that grounds exist to believe that one or more violations have occurred, he/she shall issue a civil infraction to the beekeepers.
- b. A civil infraction citation may be issued to the beekeepers once a day until such time as the bees are destroyed, removed, or the problem is corrected.
- c. The provisions of this section shall not prevent the City from destroying bees or a bee colony in the event that there is an immediate need to protect the public safety. Such circumstances will occur when there is (1) a bee colony not residing in a hive structure intended for beekeeping, or (2) a dangerous swarm of bees that poses an immediate risk to the safety of humans or (3) a colony residing in a standard or man-made hive which, by virtue of its condition, has obviously been abandoned by the beekeeper.

RESOLUTION 2015-15

Whereas, the current Township Peddler's Ordinance was adopted in 1975 and needs to be updated; and

Whereas, proposed ordinance 2015-447 repeals the Township's current Peddler's Ordinance and replaces it with an update Peddler's Ordinance containing provisions which: 1) define key terms used in the Ordinance, 2) identify who is required to obtain a license (solicitation for commercial purposes) and who is not required to obtain a license (solicitation for non-commercial purposes), 3) provides that applications for a license include specific information regarding persons who wish to solicit within the Township, including photographs of all such persons, 4) requires that a person be at least 18 years of age to qualify for a license, 5) establish the criteria used to determine whether a license will be issued and the criteria for reviewing a decision to deny a license; 6) establishes the hours (9:00 am to dusk) for solicitation within the Township, 7) prohibits solicitation on premises where no solicitation signs are posted, 8) prohibits stopping on private property without the owner's consent, 9) establishes health standard for vehicles used to sell food products, 10) requires that minors employed to engaged in solicitation be under the direct supervision of an adult, 11) exempts minors who are with their parent/legal guardian when soliciting from the peddler's license requirement, 12) prohibits false or misleading representations by a solicitor, 13) prohibits solicitation of persons who are inside of motor vehicles, 14) prohibits fixed stand solicitation, 15) provides that the fees for applications and licenses shall be by resolution of the Township Board, 16) exempts certain persons from paying a fee for a license, 17) provides that the license must be displayed on the clothing of the solicitor at all times, 18) provides that the license is not transferable and expires on December 31, and 19) provides that the Township may revoke a license under specified circumstances; and

Whereas, the Township Board desires to provide updated regulations and standards governing door to door solicitation, canvassing, and peddling for commercial purposes;

Now Therefore,

Be it resolved, that Ordinance No. 2015-447 is hereby adopted by reference.

PROPOSED ORDINANCE NO. 2015-447

*An Ordinance to Amend Chapter 22 of the Ypsilanti
Charter Township Code of Ordinances by Repealing
Current Chapter 22, Article IV Regarding Peddler's
Licenses and Adding a New Peddler's License Ordinance*

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

DELETE: in its entirety, Chapter 22, Article IV Peddler's Sections 23-146 – 22-153 inclusive:

ADD: the following new provisions to Chapter 22, Article IV:

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

Canvassing and soliciting meaning the going from door to door, house to house, place to place, street to street or remaining in one place within the Township for the purpose of soliciting orders for or canvassing occupants or residents for the sale of food products, books, magazines, goods, wares or merchandise of any nature whatsoever for future delivery, or for the purpose of soliciting orders for or canvassing occupants or residents for the installation or servicing of any household equipment or appliances, including but not limited to, furnace or boiler repair and maintenance, repair and servicing of washing windows and screens, awnings, roofing and siding of buildings or for any other services to be furnished. It shall also include persons soliciting for funds or donations of any kind. It shall also include the assisting of others in canvassing and/or soliciting. Newsboys and persons traveling on a regularly established route at the request, expressed or implied, of their customers, are not to be considered within the definitions of "peddler" or "canvasser" under the terms of this chapter.

Charitable, religious or political organization means a not-for-profit charitable, religious, political, benevolent, educational, philanthropic, humane, patriotic, or civic organization of persons, registered and in good standing under Section 501(c) of the Federal Internal Revenue Code, that solicits or obtains contributions solicited from the public for charitable, religious or political purposes.

Clerk means the clerk for the Township.

Commercial purposes means any business or activity carried on for profit.

Handbill means any written or printed notice distributed by hand for the purpose of communication, including but not limited to any pamphlet, booklet or leaflet.

Minor means a person under 17 years of age.

Non-commercial purposes means any purpose other than that involving a business or activity carried on for profit, including, but not limited to, a political, religious or charitable purpose, or an activity sponsored by a political, religious, not-for-profit charitable, benevolent, educational, philanthropic, humane, patriotic or civic organization of persons, registered and in good standing under Section 501(c)(3) of the Federal Internal Revenue Code.

Peddling means the going from door to door, house to house, place to place, street to street, or remaining in one place, in the Township carrying or conveying or transporting by person, wagon, motor vehicles or other type of conveyance for the purpose of offering for immediate sale, food products, including but not limited to, meat, fish, vegetables, farm produce or provisions, candy, goods, wares or merchandise of any nature and landscaping materials of all types. It shall also include the assisting of others in "peddling".

Person means and includes any person, agent, firm, partnership, association, corporation, company or organization of any kind.

2. **Soliciting, peddling or canvassing on posted premises or when requested not to do so.** It shall be unlawful for any person to solicit, peddle or canvass upon any premises in the Township, if requested by anyone in control upon the premises not to do so, or if there is placed on such premises in a conspicuous position near the entrance thereof a sign or similar notice indicating in any manner that the occupants of such premises do not desire to have solicitors, canvassers or peddlers call upon them. For purposes of this section, soliciting and peddling include religious proselytizing, political speech (anonymous or otherwise) and passing out handbills.
3. **Hours of operation.** It shall be unlawful for any person to conduct, or attempt to conduct, any canvassing, soliciting or peddling before the hours of 9:00 a.m. and after dusk, at any location within the Township.
4. **Use and restriction of stops, scales, bells, horns, etc.**
 - (a) No person shall stop in any one place longer than is necessary to make a sale or stop on private property without the consent of the owner. No person shall stop for the purposes of selling or offering to sell any food products within a distance of 300 feet from any public, private, charter or parochial school building, or the lands on which such buildings are located in the Township on any day during which school is in session. No person operating as a solicitor, canvasser or peddler shall interfere with traffic or cause or permit large numbers of persons, especially children, to congregate upon the public streets.
 - (b) It shall be unlawful for any person to call out or make any noise of any kind whatsoever, or to use a bell, horn or other noise making device so as to unreasonably disturb persons in the immediate vicinity for an extended period of time with the purpose of attracting persons to buy goods such licensee has for sale.
5. **Vehicles, sanitation; health standards.**
 - (a) All vehicles used in the sale of food products must be kept clean and sanitary conditions at all times, and when containing loads or parts of loads of food products they must be kept only in places and operated in a manner which, in the opinion of the health officer for the county department of health and the state department of agriculture, are sanitary and wholesome.
 - (b) All vehicles used for the purpose of selling or transportation of meat, milk, pastry, ice cream and all other food products for human consumption in the Township shall be inspected and have in possession a current valid approval by the county board of health, or the state department of agriculture before a license is granted. The holder of a license under which a food vending vehicle is operated shall be the person responsible for all the conditions and requirements of this chapter.

- (c) Failure to maintain the standards and requirements of the county board of health or the state department of agriculture for the sale or transportation of food will constitute cause for revocation of the license under which such vehicles are operated.

6. Minors; soliciting, canvassing or peddling, requirements.

If an applicant intends to use a minor or minors to do the actual solicitation, canvassing, or peddling for commercial purposes, the following provisions shall apply:

- (a) an approved copy of the work permit issued by the State of Michigan, showing the approved hours of work and the job duties of each minor shall be attached to the application, and
- (b) minor(s) shall at all times be under the direct supervision of the adult who was issued the license under Section 15.

7. Minors; soliciting, canvassing or peddling, accompanied by parent or guardian.

A minor who is accompanied by his parent or legal guardian during all times of soliciting, canvassing or peddling is exempt from the licensing provisions of this article

8. Misrepresentation.

- (a) No fraudulent or misleading representations to any person shall be made in connection with any peddling or soliciting activities, including, but not limited to, any misleading representation concerning the product or service involved, the purposes for which contributions solicited will be used, the name of the peddler or solicitor, the trade name and nature of the parent organization, or the purposes for which the parent organization was organized.
- (b) No person shall represent that the issuance of a solicitor registration certificate under this chapter is an endorsement by the Township of the solicitor, its products or the organization the solicitor represents.

9. Solicitation of persons inside motor vehicles prohibited. No peddler or solicitor shall solicit the immediate payment of money from a person who is inside a motor vehicle.

10. Fixed stands prohibited. No peddler or solicitor shall establish a fixed stand and/or store for soliciting upon any street, road, highway, lane, sidewalk, driveway, alley or publicly-owned property, unless said stand and/or store shall be in compliance with all applicable provisions of Appendix A to this Code, the Zoning Ordinance.

11. License required.

- (a) Unless exempt, it shall be unlawful for any person to engage in or carry on the business of soliciting, canvassing or peddling for commercial purposes in the Township as defined Section 1, without first obtaining a license in compliance with the provisions of this Ordinance.
- (b) Unless exempt, it shall be unlawful for any person to operate as a solicitor, canvasser, or peddler without first having obtained a license for each vehicle, piece of equipment or container used in connection therewith.

12. **Application.**

- (a) Application for licenses required by this Ordinance shall be made upon forms provided by the clerk, which shall be signed and verified under oath by the applicant of an individual, or by the authorized agent for any firm, partnership, association, corporation, company or organization and shall, as a minimum, contain the following:
- (1) If an individual, the name, address and telephone number of the individual.
 - (2) If a partnership, the name, residence and business address and telephone number of each partner.
 - (3) If a corporation, the name, business address and telephone number of the corporation and names of the principal officers, directors and local representatives, their residence and business address, telephone numbers, and if a foreign corporation, whether they are authorized to do business in the state.
 - (4) If an employee the name, residence and telephone number of the employee together with written credentials setting forth the exact nature of his employment.
 - (5) The length of time for which the right to do business is sought.
 - (6) Two current photographs of the applicant or the agent(s) for the applicant who is to do the actual canvassing, soliciting or peddling. Each photograph shall be two inches by two inches showing the head and shoulders of the applicant or agent(s).
 - (7) A brief description of the product or services involved.
 - (8) A description of the vehicle or vehicles being used in the operation of the canvasser, solicitor and/or peddler along with a license plate number of each vehicle.
- (c) The application shall be accompanied by a nonrefundable application fee to be established by resolution of the Township Board. The Township Board may, from time to time, modify the established fee schedule. The application fee is separate from the license fee described in Section 13.

13. **Investigation; issuance or denial; appeal of denial.**

- (a) Upon receipt of the application for a license, the clerk shall forward the same to the director of the department of Community Standards, or his designated representative, for a review of the same. Upon receipt by the director or his designated representative, the director or designated representative shall cause an investigation to ensure that the applicant meets all requirements set forth in subsection (b) of this section. After such investigation, the director of Community Standards, or his designated representative, shall certify to the clerk that the application is complete and that the information contained therein and other information known to the department of Community Standards does not reasonably lead to the conclusion that the applicant, or the activity to be licensed, constitutes an apparent

danger to the health, safety and welfare to the people of the township.

- (b) The clerk may refuse to issue a license to:
 - (1) A person whose license under this article has been revoked within the last year.
 - (2) A person unless the application is fully and completely filed, and the applicant discloses fully all arrests and convictions other than those that are traffic related. Failure to completely and truthfully complete the application shall result in a denial.
 - (3) A person who materially misrepresents any facts or statements on his license application.
 - (4) A person who has been convicted of a felony or any crime related to or involving larceny, assault, fraud, receiving and concealing stolen property, embezzlement, robbery, home invasion, breaking and entering, theft, dishonesty, false statement or fraudulent scheme, trick or device, or any crime that is an unreasonable threat to persons or property within the township.
 - (5) A person who has been convicted of a violation of any municipal soliciting ordinance within the two (2) years prior to the application being submitted to the Township.
 - (6) A person whose master driving record indicates that his use of a motor vehicle in association with a requested license may present an unreasonable threat to persons or property within the township by such use of a motor vehicle.
 - (7) If the applicant or activity licensed constitutes an apparent danger to the health, safety and welfare to the people of the township.
- (c) No license shall be issued to any applicant as a solicitor, canvasser, or peddler until such applicant shall have obtained the age of 18 years.
- (d) Any person whose license application has been denied shall have the right to petition the board of trustees of the township for an appeal. A written request for an appeal must be filed with the Clerk's office within 14 days after notice of the denial has been mailed to the applicant's last known address. A written statement setting forth the grounds for the appeal must be included with the written request for an appeal. The township board shall grant a public hearing on this appeal, and the applicant shall have the right to appear and present evidence on his behalf. Following such hearing, the board shall submit to the applicant a written statement of its findings and determinations. The board's determination shall be based upon whether the Clerk's refusal to issue a license pursuant to Section 13(b) was supported by competent, material and substantial evidence.

14. Exemptions; registration of charitable and nonprofit organizations.

- (a) Persons involved in soliciting, canvassing or peddling for any noncommercial purpose, and/or delivery of handbills are hereby exempt from the licensing, registration and fee requirements of this Ordinance, but shall be subject to the other sections of this Ordinance.

- (b) Any person who has obtained a peddler's license from the state pursuant to Public Act No. 359 of 1921 (MCL 35.441 et seq.), on account of such person being honorable discharged from the armed forces of the United States of America shall be exempt from the licensing provisions of this article.

15. Fees.

- (a) A license fee for soliciting, canvassing and peddling for commercial purposes shall be established by resolution of the township board. The township board may, from time to time, modify the established fee schedule. This fee is separate from the application fee described in Section 12.
- (b) No license fee shall be charged to any person selling produce which he has raised himself, who has attained the age of 65 years, or who shows evidence of being an honorably discharged military veteran.

16. Term and limitation. Each license and registration issued pursuant to this article shall expire on midnight on December 31 of each year, unless previously terminated pursuant to this article.

17. Transfer or misuse of license, badge or identification. No license, badge or identification issued under the provisions of this Ordinance shall be used or worn at any time by any person other than the one to whom it was issued and only when engaged in the activities for which the license or I.D. card was issued.

18. Display.

- (a) Unless exempt, it shall be unlawful for any person to operate as a peddler, canvasser, or solicitor without displaying on the outer clothing the license issued by the township provided for in this Ordinance. Unless exempt, each vehicle, conveyance and container must have a license attached to it so it can be seen from the outside of such vehicle, conveyance or container.
- (b) Peddlers, solicitors and canvassers are required to exhibit their license at the request of any citizen or public official.

19. License suspension or revocation.

- (a) The township clerk may suspend a license for a period not to exceed ninety (90) days upon determining, based on his or her own investigation or upon certification by the local law enforcement agency that any of the following circumstances exists:
 - (1) The licensee failed to truthfully provide in his or her application the information required in this Ordinance, or that the licensee has engaged in a fraudulent transaction or enterprise;
 - (2) The licensee has been convicted of a violation of federal, state or local laws, ordinances, or regulations reflecting adversely on the licensee's ability to conduct the business for which the license has been issued in an honest and legal manner, including, but not limited to, burglary, theft, larceny, swindling, fraud, unlawful business practices, any form of actual or threatened physical harm against another person, or any type of criminal sexual conduct;

- (3) The licensee is listed on any criminal sex offender registry or has any outstanding warrants for any misdemeanor or felony and such information was not disclosed on the application;
 - (4) If the licensee will be engaging in peddling from or out of a motor vehicle in the streets and roads of the township, the licensee's driver's license has been suspended or revoked or the licensee has been convicted of a felony moving violation; or
 - (5) The licensee has, in the course of peddling in the township, engaged in conduct that is contrary to the peace, privacy, safety, health and welfare of the residents, businesses and persons in the township.
- (b) A licensee shall be given written notice of the cause and term of the suspension and of the right to have such suspension reversed, modified or affirmed following a hearing to be conducted by the township board at the next available board meeting, but in all cases not later than 21 days following receipt of a written request by the licensee. At the hearing, the licensee shall have the right to hear the evidence relied upon by the clerk and the right to present evidence and witnesses on his or her behalf. At the hearing, or at an adjourned date, the township board shall determine whether to reverse, modify or affirm the suspension and shall put its decision and the reasons therefore in the form of a resolution, which the township clerk shall forward to the licensee.
- (c) Before a license or registration can be revoked, the township board shall serve the license holder or registered applicant, by first class mail, mailed not less than four days prior to the hearing with a notice of hearing, which notice shall contain the following:
- (1) Notice of proposed action.
 - (2) Reason for the proposed action.
 - (3) Date, time and place of hearing.
 - (4) A statement that licensee may present evidence and testimony and confront adverse witnesses.
- Following the hearing, the township board shall submit to such person a written statement of its findings and determination.
- (d) The township board shall revoke a license issued under this Ordinance upon determination by it that based upon competent, material and substantial evidence presented at the hearing, either of the following exists:
- (1) A violation of any of the prohibitions set forth in this Ordinance.
 - (2) The person, entity or organization is engaged or has engaged in any fraudulent scheme, device or trick in any place in the township to obtain money or other valuable things, or is aiding or abetting any person engaged in such scheme, device or trick

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

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

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015-16

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

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

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

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

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

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

the number of single family units from 116 to 234(increase of 118) and decreases the number of multiple family units from 299 to 158(decrease of 141); and

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

NOW THEREFORE,

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

1. The applicant shall agree to install security cameras at all entrances and exits of the subject property.
2. The applicant shall agree to assist in the creation of a special assessment district in order to provide funding for the operation and maintenance of the security camera system.
3. The applicant shall install a fence, landscaping, and signage along the neighboring Lake Joyce in order to hinder any further trespassing.
4. The applicant shall agree to make access to existing non-motorized trails open and convenient without hindrance between buildings to enable convenient non-motorized connections with Textile Road and encourage healthy, walkable lifestyles.
5. Each subsequent developer and/or builder shall be required to enter into a development agreement with the Township to insure compliance with the approved final plan.
6. All conditions, obligations and requirements noted within the Development Agreement executed on April 8, 2013 between the Charter Township of Ypsilanti and Blue Majestic, LLC. shall remain in full force and effect including the creation of a streetlight assessment district internally and also for Tuttlehill and Textile Roads.
7. The applicant shall agree to maintain the required and approved single-family/multi-family residential ration (60/40) by the prohibition of renting the detached single-family units within the development and will include language in the development agreement regarding prohibition of rentals.
8. The applicant shall agree not to accept any form of government subsidy in lieu of rent for the apartment portion of the development. All rent shall be sustained at the market rate and the development agreement should include specifics regarding this condition.
9. Any and all additional issues that may arise during the preparation of the final engineering and final site plan shall be resolved prior to PD Stage II final site plan consideration and shall be included in the final development agreement.

10. The developer shall work with the Office of Community Standards to reduce the proposed number of 50ft. lots and increase the number of 60ft. lots for single family on the planned development site plan.

BE IT FURTHER RESOLVED that Charter Township of Ypsilanti Board of Trustees hereby adopts by reference Ordinance 2015-448 attached hereto which Ordinance rezones the specifically described properties from their current PD-14 Planned Development classification to PD-20 Planned Development zoning classification; and

BE IT FINALLY RESOLVED that the Clerks office will send a mailing to notify residents of a meeting regarding the proposed amended PD Stage I Site Plan and Rezoning with the Office of Community Standards staff before the second reading.

CHARTER TOWNSHIP OF YPSILANTI

ORDINANCE NO. 2015-448

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

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

Real property situated South of Textile Road and East of Tuttle Hill Road, and more particularly described as follows:

See attached Legal Description, labeled “Attachment A” shall be rezoned from its current PD-14 Planned Development zoning classification to the PD-20 Planned Development zoning classification.

The Zoning Map, as incorporated by reference in the Charter Township of Ypsilanti Zoning Ordinance is hereby amended by the rezoning of the afore described parcel of real property from its current PD-14 Planned Development zoning classification to the PD-20 Planned Development zoning classification.

Severability

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

Publication

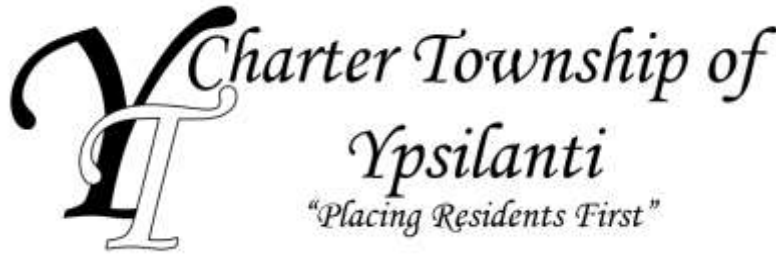
This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective date and repeal of conflicting Ordinances

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

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

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: May 14, 2015
Re: Majestic Lakes Planned Development Application
1st Reading of PD Stage I Preliminary Site Plan and Rezoning Application

Over the past several weeks, a number of questions have been posed by Commissioners, Trustees and the public alike. That being said, I would like to take an opportunity to answer some of those questions and further provide some clarification on the proposed plan and the PD amendment process:

Questions:

Q – What is being requested?

A – The developer is requesting the opportunity to amend the approved 2002 Planned Development plan in order to permit a revised mix of residential uses. The current PD Plan was approved for the construction of 415 total units; 72 attached condominiums (Ponds at Lakewood); 227 villa and duplex units multi-family units and 116 detached single-family residential lots. As has been previously stated by the applicant, the current housing market no longer supports the products that were approved during the 2002-2006 approval process thus they are now requesting the consideration of the Board to approve an amended plan for the construction of 392 total units consisting of; 16 attached condominiums (existing); 37 single-family lots (50-foot lots) 142 attached duplex, triplex and quadplex for lease multi-family units; 116 detached single-family residential lots (60-foot lots) and an additional 81 detached single-family lots (50-foot lots). The total amount of dedicated open space of the current plan equates to 83.21 acres. The proposed plan provides a slight increase of 0.16 acres of additional open space for a total of 83.37 acres of open space. The plan also calls for the continued preservation of 90.15 acres of aquatic wildlife habitate area by way of the existing and recorded conservation easement.

Q – What was the zoning designation before the 2002 Planned Development was approved? (map section attached)

A – The 254.9 acre subject site has two different zoning designations. Approximately 57 gross acres located along the northern portion of the project area, commonly known as the Ponds of Lakewood has an underlying zoning of RM-2, multi-family residential. The RM-2 zoning district permits up to 6 multi-family units per acre. As noted within the PD plan review dated March 5, 2002 and provided by LSL Planning, the total buildable land area would permit the construction of 133 multi-family dwelling units. The remaining acreage has an underlying zoning of R-3, single-family residential. The R-3 single-family residential permits the establishment of 3 single-family units per acre.

Q – What did the 2002 Plan Approve?

A – The 2002 Lakewood Farms Planned Development approved the rezoning of the property from RM-2, multi-family residential and R-3, single-family residential to PD, Planned Development in order to permit the construction of 415 Total Units. The unit breakdown is as follows: 72 attached condominiums (Ponds at Lakewood); 227 villa and duplex units and 116 detached single-family residential lots. Though the underlying zoning would only permit the construction of 345 total units per the provided parallel plan, the developer of the time, Burton-Katzman requested and received a 20% density bonus as permitted by the Township's PD Ordinance. A density bonus may be granted by the Township when:

- *A high level of clustered development where a minimum of 40 percent of the PD is common open space.*
- *Inclusion of an integrated mixture of housing types.*
- *Providing recreation facilities, plazas, town squares or "commons" available to the public. The applicant has the option to provide the additional public spaces or recreational facilities (above and beyond the minimum open space requirements) at an off-site location approved by the township board.*
- *Providing streetscape and roadway improvements along abutting thoroughfares.*
- *Removal or renovation of blighted buildings or cleanup of site contamination as documented through a phase I and phase II environmental site assessment and a baseline environmental assessment.*
- *Other similar elements as determined by the township board, based upon a findings of the planning commission.*

Total open space for the project was noted at 170.66 acres with 90.15 acres being included within the existing ponds and the remaining 80.51 acres being usable open space.

In a later agreement dated October 5, 2004, the developer entered into an agreed and contributed \$415,000 toward the improvements of the Textile and Tuttle Hill Road intersection as part of the required community benefit.

Q – What is the current zoning designation?

A – The current zoning designation for the property is PD14 (Planned Development).

Q – Why is the developer requesting a rezoning?

A – When a property is rezoned to PD, Planned Development, the approved site plan and specified use or uses are attached to a development agreement and a specific ordinance that rezoned the property. As the plan before the Board is requesting a major change to the types and layout of units to be constructed, the applicant must also request another rezoning in order to amend the site plan. If approved, the new site plan will be attached to the new PD zoning designation; in this case the zoning would change from PD14 to PD20; each number designation referring to a specific development with a unique site plan and development agreement.

Q – Were there any rentals approved as part of the 2002 plan?

A – The 2002 Lakewood Farms plan did not specifically call for “rentals” to be located within the development though the plan did state multi-family units were to be constructed. At the same time, the approved site plan, development agreement, bylaws or zoning designation did not prohibit any of the units from being utilized as rental properties. Simply put, the current plan does not provide any protection or regulations when it comes to the renting of units within this development.

Q – What rental protections are proposed in the amended plan?

A – The plan before the Board includes proposed language within the development agreement to limit when the renting of a single-family home within the development would be permitted. The propose apartment developer has agreed to not accept government subsidies (letter attached) as a matter of company policy. Appropriate language would be included within the development agreement, the covenant and restrictions and the development bylaws for enforcement purposes.

Q – Will the proposed mix of uses, including for lease units, reduce my property value?

A – Attached is a copy of a study published in 2005 by Henry Pollakowski, David Ritchay and Zoe Weinrobe of Massachusetts Institute of Technologies (MIT). Within this study, the authors state within their conclusion “We conclude that the introduction of the large, dense, multi-family Avalon Oaks development did not negatively affect the sales price of single-family homes in the impact area.” As of this report, no evidence has been provided that would speak to the contrary.

Q – What is a duplex or a villa?

A – Dictionary.com defines a duplex as “a house having separate apartments for two families, especially a two-story house having a complete apartment on each floor and

two separate entrances.” Furthermore a villa is defined as “a detached or semidetached dwelling house, usually suburban.” The current plan calls for the construction of a 227 villa and duplex units while the proposed amendment would permit the construction of 142 units, a reduction of 85 units.

Q - What are we being asked to approve?

A – The applicant is requesting approval of the proposed amendment to the PD Stage I preliminary site plan and rezoning. As noted within section 1916(1) plans at this stage of the development may be conceptual in nature and additionally as stated within section 1918(2) “Approval of the PD stage I preliminary site plan shall not constitute final site plan approval. It shall be deemed as approval of the land use plan submitted and shall serve as a guide in the preparation of the PD stage II final site plan...” As the proposed changes to the plan has been determined to be “major” in character as the proposed plan does not conform to the originally approved PD-I or PD-II final site plans, the appropriate course of action it to consider the proposed amendment essentially as if it were a new PD I submittal. The original PD I approved site plan is attached to the original PD zoning designation hence any change deemed major and that requires an amendment to the PD-I Site Plan shall also require an amendment to the PD zoning designation.

The requested approval is not specifically for the “for lease” units but rather the entire development. Each phase of sub-area within the overall development will return to the Planning Commission and Board for PD Stage II Final Site Plan Approval prior to construction.

Q – What is required to be submitted for PD Stage I Review?

A – The plan submittal requirements for PD Stage-I are rather general in nature. Ordinance section 1916 requires the following information to be provided for PD I consideration: property survey; proof of ownership; completed application; coversheet providing contact information and property information, surrounding zoning etc...; site analysis plan indicating existing buildings, drainage, water bodies wetlands etc...; plan sheet illustrating topography, existing infrastructure, roads and the layout and dimension of all proposed lots, proposed open space area and general location and type of landscaping to be installed; traffic impact study; additional graphics or written material as requested by the township and finally a draft PD Agreement.

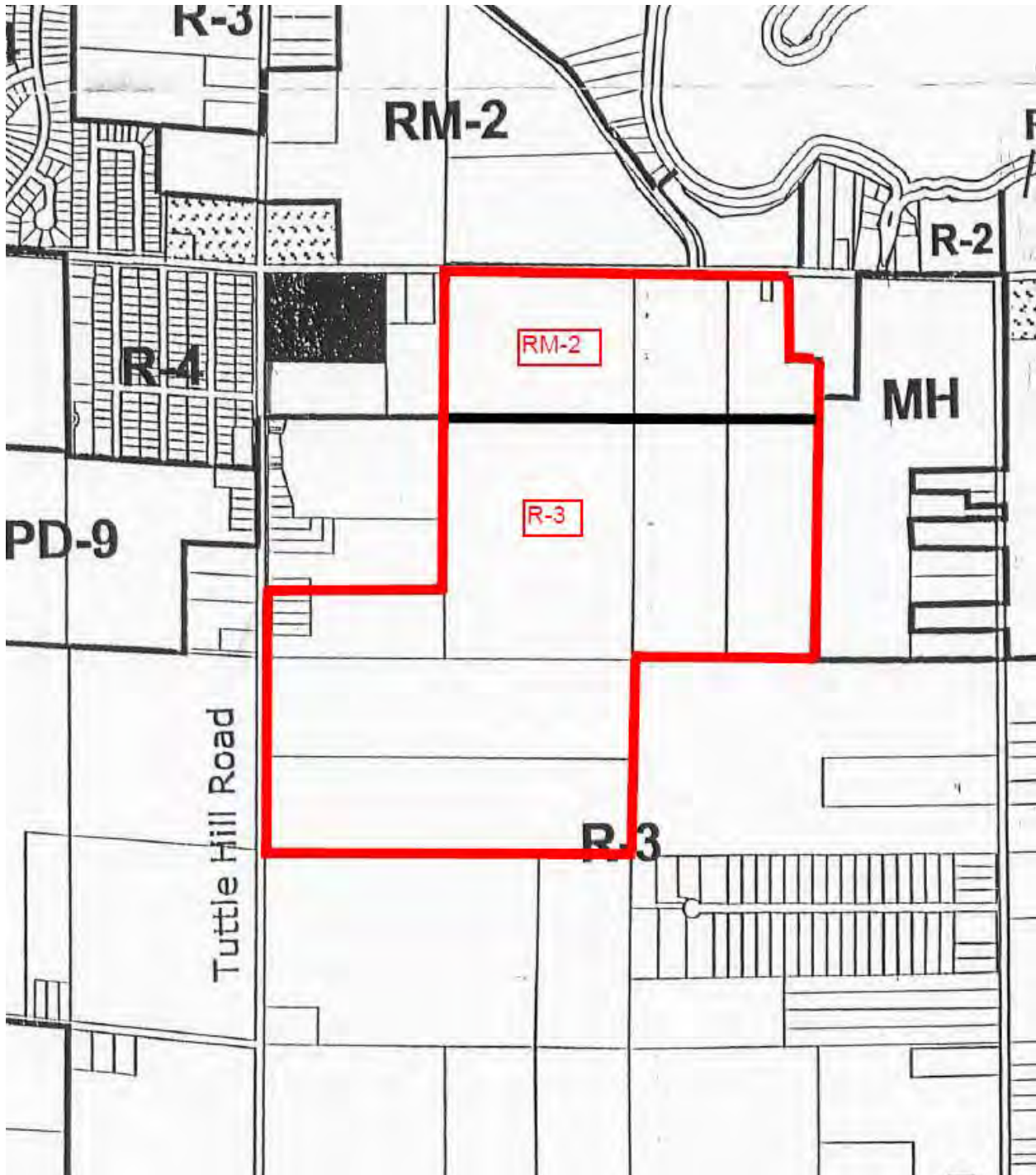
The remainder of the details associated with a development of this nature are to be provided in preparation of PD Stage II review and are outlined within section 2115 of the Zoning Ordinance. Prior to consideration of PD II by the Commission and Board, all required details and final approvals from all reviewing agencies shall be obtained. Additionally the PD Agreement shall be in final form as reviewed and approved by the Township Attorney.

Q – What happens if the amendment is not approved?

A – The current plan currently on file as PD14 (Lakewood Farms) will remain the approved plan until such time that an alternate plan is submitted and approved. A denial of the propose plan does not revert the property back to the underlying RM-2 and R-3 zoning designations.

I hope this review helps clarify any questions anyone may have. If you should have a question or concern or would like further clarification on any portion of this project, please do not hesitate to contact me as I will be happy to speak with you.

February 2000 Zoning Map Excerpt



DAWDA MANN

Dawda, Mann, Mulcahy & Sadler, PLC
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*** ALSO MEMBER OF WASHINGTON DC BAR
**** ALSO MEMBER OF FLORIDA BAR
***** ALSO MEMBER OF ARIZONA BAR

February 6, 2015

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EMAIL: EDAWDA@DAWDAMANN.COM

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

Via FedEx

Re: Redwood Acquisition LLC / Nautica Pointe

Dear Mr. Winters:

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

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

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

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

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

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

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

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

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

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

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

Cordially,

DAWDA, MANN, MULCAHY & SADLER, PLC

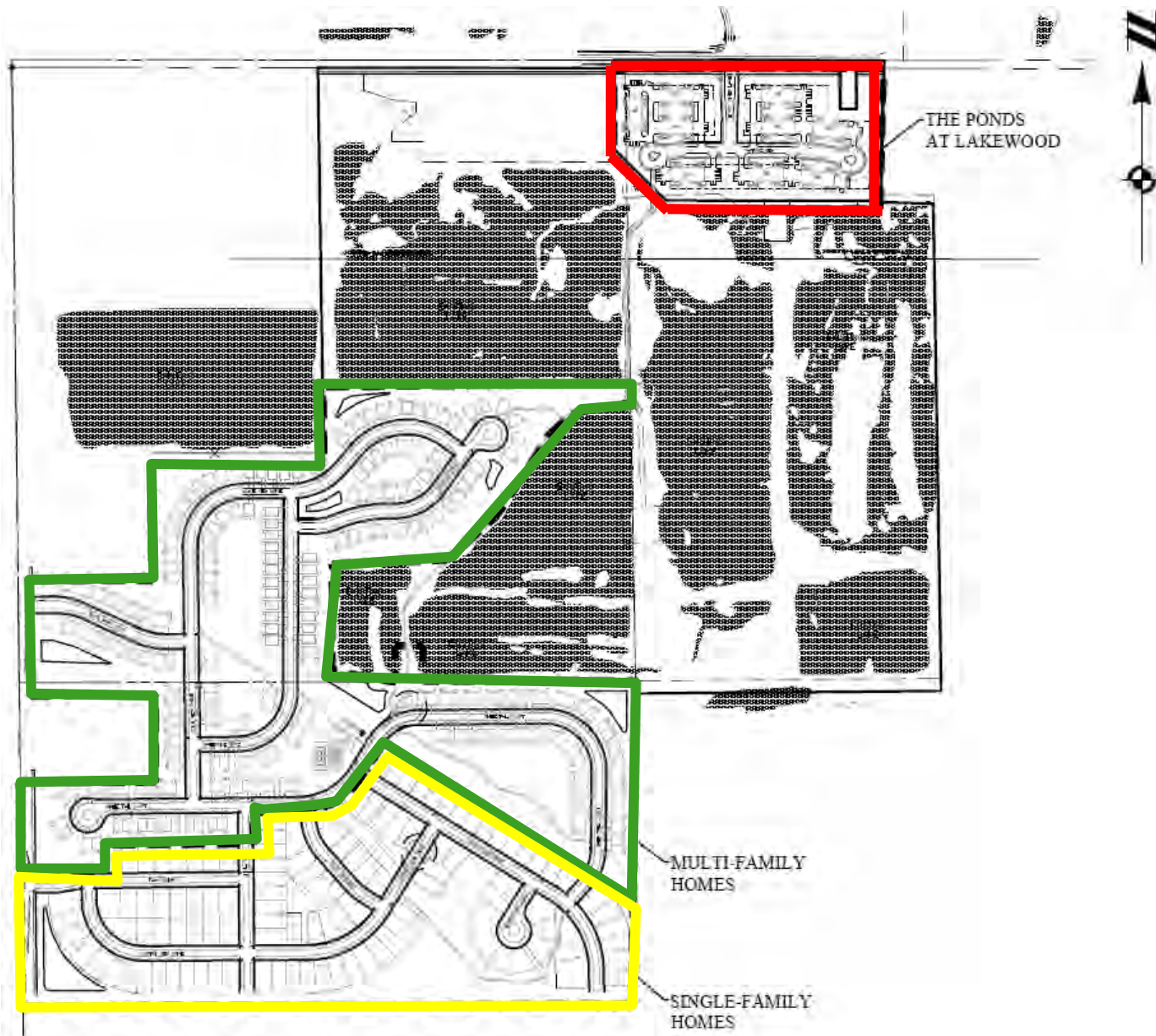


Edward C. Dawda

ECD/ebw

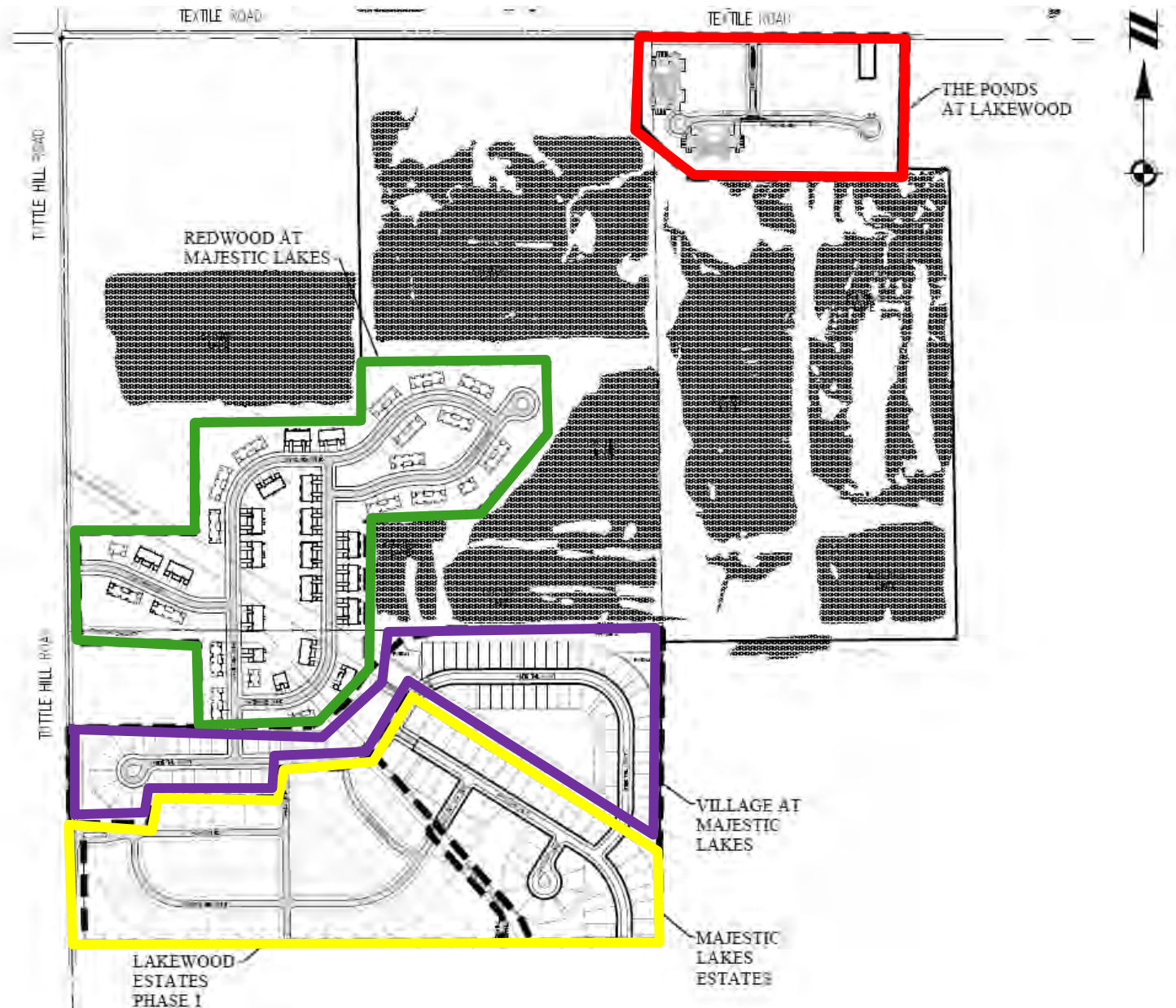
cc: Mr. Richard Batt (via email)
 Ms. Kellie McIvor (via email)
 Mr. Joe Lawson (via email)

Original Approved Plan 2002-2006



- Ponds at Lakewood – 72 Attached Condominium Units
- Multi-family Units – 227 Villa and Duplex Multi-family Units
- Single – Family Units – 116 Detached Single-family Units (60-foot wide lots)
- Total Number of Units = 415
 - 116 – Single-family Units
 - 299 – Multi-family Units

Proposed PD Stage I Amendment - 2015



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

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

Memorandum

To: Township Board of Trustees
Cc: Lisa Garrett, Deputy Clerk
From: Joe Lawson, Planning Director
Date: May 11, 2015
Re: Majestic Lakes Planned Development
PD Stage I First Reading Preliminary Site Plan and Rezoning

Please be advised that on April 14, 2015 the Township Planning Commission held the necessary public hearing to consider the Amended PD Stage I Preliminary Site Plan and Rezoning request of Blue Majestic, LLC to permit an amendment to the current Lakewood Farms Planned Development in order to permit construction of the 392 single and multi-family residential development to be known as Majestic Lakes.

At the conclusion of the April 14th special meeting, the Commission took no action and in turn requested staff provide the Commission with additional information.

The application was again presented to the Commission during their regular meeting scheduled for April 28th. During this continuance of the April 14th special meeting, the Commission took additional public comment and then filed the following motion recommending denial of the application to the Board:

Motion by Eldridge to recommend denial to the Township Board of Trustees the application of Blue Majestic, LLC to approve the amended PD Stage I plan and rezoning dated September 12, 2014 and prepared by John Ackerman of the Atwell Group to permit the construction of the proposed 392 unit single and multi-family residential development upon the 254.9 acre parcel previously known as Lakewood Farms Planned Development.

Eldridge further stated he did not think the rental units are harmonious with the rest of the neighborhood within the area.

Support: Sinkule

Motion Carries: 4 to 2 (Reiser, Krieg)

A draft copy of the meeting minutes and all pertinent information provided to the Commission from the April 28th meeting are attached for the Board's review and consideration.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

April 29, 2015

Mr. Manny Kianicky
Blue Majestic, LLC
32400 Telegraph Road, Suite 100
Bingham Farms, MI 48025

Re: Majestic Lakes Planning Commission Review
Amendment to PD Stage I Preliminary Site Plan and Rezoning

Mr. Kianicky,

Please be advised that at the conclusion of the required public hearing, the Planning Commission files the following recommendation to the Board of Trustees as it relates to your application requesting approval of the Amended PD Stage I Preliminary Site Plan and Rezoning for the Lakewood Farms Planned Development (aka Majestic Lakes).

***Motion** by Eldridge to recommend denial to the Township Board of Trustees the application of Blue Majestic, LLC to approve the amended PD Stage I plan and rezoning dated September 12, 2014 and prepared by John Ackerman of the Atwell Group to permit the construction of the proposed 392 unit single and multi-family residential development upon the 254.9 acre parcel previously known as Lakewood Farms Planned Development.*

Eldridge further stated he did not think the rental units are harmonious with the rest of the neighborhood within the area.

Support: Sinkule

Motion Carries: 4 to 2 (Reiser, Krieg)

If you should have any questions regarding this matter, please do not hesitate to contact staff at 734-485-3943 or by email at jlawson@ytown.org.

Sincerely,

Laurence Krieg

Laurence Krieg
Planning Commission Secretary

Eldridge – responded to the first concern that he has requested it before over the years for a number of different occasions for different projects. No it is not one he asks for every time, but he has done it before. He was not sure whether a larger room would be needed or not.

Lawson – responded that they have in the past discussed, when there was a concern about exceeding the capacity of this room, possibly using the auditorium at the old Ypsi High School or something in the general vicinity that is convenient for the residents of the neighborhood.

Abdelnour – stated that they would go through the process with Director Lawson and will have more finished drawings and will make sure they look at everything that was mentioned tonight and try to make the best of what they solve from that.

Lawson – asked to note to the residents present who are not in the geographic area described that there is a sign-up sheet in the back. If they add their name to that they will make sure everyone gets a notice who wishes to be notified.

Reiser – noted that residents can find the packet the commissioners have on the Township website.

6. Old Business

- a. **CONTINUATION – PUBLIC HEARING – AMENDMENT TO PD STAGE I AND REZONING APPLICATION – S.R. JACOBSON – MAJESTIC LAKES PLANNED DEVELOPMENT** – to continue the public hearing per section 1917 (3) to consider the amended Planned Development (PD) Stage I and Rezoning application for the former Lakewood Farms and now Majestic Lakes residential planned development to permit the construction of a 395 unit single-family and multi-family residential development upon the subject property located along the east side of Tuttle Hill Road, south of Textile and formally known as Lakewood Farms PD.

Reiser – Stated that they had asked Director Lawson to gather some information at the last meeting and asked him to update them on his progress.

Lawson – Stated that he got almost everything that was requested, with the help of Jessica from OHM who provided some contacts in Commerce and Orion Township. He had an opportunity to speak to the Sheriff Department that handles both communities and they did not have any issues in terms of police calls in either of those communities. The other request was talking to the engineer in terms of development process. The engineer did not have any issues in terms of this being any different from an engineering standpoint than any other project they had been dealing with. The one thing he could not get collected was the property values surrounding those other two developments. The planners in both communities noted that it is too

early to tell. They have not been there long enough to know what kind of impact they may have on the neighboring property values. The developers have brought one of their builders with them tonight, Greg Windinglan, and he can speak to his relationships with Redwood and SR Jacobson in terms of property values at other places they are building with them.

PUBLIC PORTION OPEN

Douglas Britton – 6321 Tuttle Hill Road. He is still concerned about his property values. He has been through a situation before where selling his home was difficult due to surrounding development. They continue to have trouble with trespassing back around the ponds.

Greg Windinglan – 51237 Danview Technology Park, Shelby Township. He is responsible for land development with Lombardo Homes. They have had a relationship with Redwood Development, so he was asked to speak tonight about their impact and concern on property values relative to their communities. He handed out to the commission a document showing several examples of where Redwood and Lombardo have extremely close proximity to each other. One is Shelby Township, Silver Creek, a several hundred acre future mixed-use community. They sold nearby property to Redwood for their development and they had no concerns with their community being developed there first. Another site in Shelby Township is Emerald Creek. They will be developing market-rate apartments. Redwood has a development near there as well. In Macomb Township, there is another development where they sold land to Redwood near their development. They have no concerns whatsoever having Redwood in the middle of their communities.

Reiser – asked what the prices were.

Windinglan – stated that there is a single family homes community to the northeast where the values are in the low \$300s. West of there is a mixed area they developed but sold to Pulte. Across the street are detached condominiums they are selling for \$240 to \$280. He mentioned a few other nearby areas selling anywhere from the \$250s to the low \$300s. In Superior Township there is another Redwood Community near their development at Prospect and Geddes, where they are selling single family homes for over \$400,000. He mentioned another mixed development with Redwood in Livingston County. They are in the process of purchasing 46 lots in Majestic Lakes. They knew prior to purchasing those lots that Redwood was coming before the commission with this, and they had no concerns with that. They have several other developments in Ypsilanti Township.

Tom Faro – 9418 Country View. Thanked Director Lawson and staff for giving him notice of the continuation of the hearing. He stated that the Planning Department has been very professional, very responsive, and very helpful. He would appreciate future notices if there are continuations of public hearings. He stated that the

previous plan proposed had no one currently living there. Now there are 20 homes in Majestic Lakes and those people have a voice. It will impact property values. He feels that if Redwood does actually plan to target seniors, and truly values being in Ypsilanti Township, that they should agree to deed restrictions. If the plan is approved without deed restrictions, he hopes they would at least consider some additional landscape buffering between the single family homes and the rentals. He would like the developer to prove that this project has community benefit. He and his wife have addressed concerns with Whitehall Management about things going on in Majestic Lakes, as recently as April 14th, and have gotten no response. If that is how they treat current residents, you can anticipate that future residents will also be treated this way. SRJ says that Allen Edwin had no issues with the proposed Redwood development. This means nothing to him as they are no longer building in Majestic Lakes and they don't have to live on top of the apartment rentals. Most of the plan is very good. The concern that he continues to have is for the rights of the 20 people already living there.

Wilma Gold-Jones – she and her husband are residents of Creekside West since 2005 and they sent a letter to the commissioners. They have seen the extreme devaluing of their homes since the 2008-9 market crash. They are resolved that they will never see anywhere near the original value of their homes. They accepted that the buildings built around them were over \$100,000 less than what they paid for their home, but at least these were single family homes. There are still rental properties in their subdivision. There were so many foreclosures in Creekside West Subdivision that it has taken awhile to start to recover. It will take another 20 years to recover and she is not sure she has that much time left. She will not rent an apartment in her senior years. She will stay in her home until she moves to assisted living. She thinks this whole conversation around seniors is a farce. She feels there will be transient people moving in and out of this rental property. She does not want rental property in her area. She suggested they build in the old Liberty Square area, where there is a bus line available.

Denise Diggs-Taylor – President of the Ponds at Lakewood Condo Association. She spoke to many of the co-owners after the last meeting. Out of the 16 units sold, 11 are owned by co-owners who are not renting at this time. When they bought into their property, they were buying condos, not single family homes. The co-owners are concerned about what the single family homes planned will look like; about the property values; and about the trespassing that continues to happen around the ponds. She says the Sheriff will not go down to the ponds areas after dark. They have concerns about the common area lawn care and snow removal. She spoke with Manny after the last meeting. She said their attorney has been in contact with SRJ in regards to this, and although they did cut the grass three times last summer, that was not nearly enough to keep it under control and they have not gotten reimbursement for that.

Lawson – added a comment regarding the trespassing and dumping that has been taking place. He provided Manny this evening with a new form from the Washtenaw County Sheriff's Department giving them updated permission so they can issue tickets for trespass. They did have one in the past and have asked for an updated one. This has been agreed to. He does not know about the dark issue but he can talk to police services administrator about that. In terms of trespass they should hopefully have that resolved soon.

Frances Todora-Hargreaves – lives in Creekside Village West. She thanked Joe for taking her phone call at 4:30pm today to go over some things. She has taken time since the last time she was here to learn more about the project. She was familiar with the original project, as she worked in real estate development at the time. Knowing what that project was, she is still against the re-zoning of this project as it stands, predominantly because of the rental housing. She believes we do not need any more of it in our community. Her home property values are not affected just by what is directly near her, but by the community as a whole. She feels that this is something they need to look at closely, not just for this project but for the Master Plan for the future.

PUBLIC PORTION CLOSED

Manny Kianicky – Addressed the issues of trespassing and dumping, stating that this is a very frustrating problem for them. They send someone out weekly to clean it up. It occurs everywhere, and the only way to stop it is to develop the site. He added that it was always much worse in the spring. He stated that all the comments about rentals devaluing property are frustrating. There is not a shred of evidence that has been presented that these age-targeted rental communities lower property values in any way. He feels vacant land that has a lot of dumping and partying is more likely to be a problem that lowers property values. He does not think there is evidence to support the idea that these rentals will lower property values. In regards to the landscaping to buffer apartments, that is something they plan to do. They have a landscape plan. There is now a buffer of single family residential neighborhood that will buffer the existing homes built in the Estates. Prior to that they were going to directly back up to duplexes. He thinks it is a much nicer transition now. He understands the personal preference about not renting apartments in senior years. That is a personal choice. He added that the extraordinary success of these communities demonstrates without a doubt that there is a huge demand and there are many people who want to do this. In terms of The Ponds, he did look into the issue about the deed. He thinks there is a misunderstanding. He asked for the concerned resident to call him and he has not received a call. He has also not been able to contact the attorney who drew this up. What the resident is referring to is a Consolidating Master Deed. This is a document that is filed at the very end of a project after it has been built out. They can do a Consolidating Master Deed, and would be happy to, once the Single Family Residential portion has been split out and the Condo in question is contracted to the two buildings currently there plus open space. It is a matter of timing. It is not that

they are unwilling to do it, but it cannot be done until this plan is approved and the split of the development is recorded. Additionally, in regards to the parking problem in The Ponds, development will make that stop. He did speak to their maintenance people about the lawn cutting and the snow removal, and he is getting a very different story. He has been told that they have been contributing substantially to the condos, maintaining the areas around the condominiums and the entrance, while they maintain the eastern portion of the property. This is essentially a meadow, and they do mow it just a few times a year. They did not see a need to mow it constantly. They do think it is important to keep the rest of the site groomed and they are contributing for the maintenance and snow plowing.

Richard Batt – Redwood. Addressed the property value issue. He asked Greg Windinglan to come because they have so many adjacent communities with Lombardo, and Lombardo has been successful in Michigan. He also addressed lifestyle choices. He stated that he understood how some people would choose not to rent, but added that that is a lifestyle choice and not everyone makes that choice. He stated that currently roughly 40 percent of the US population rents. In other areas they are leasing faster than they can build their units, and there is a large market for this. In regards to the age-restricting, they have tried it and it does not work. Their residents tend to be toward the younger end of the empty nesters, and people who desire a quiet neighborhood. He described the details regarding their rental procedures and how it limits eligible tenants.

Reiser – asked Batt how many units they will put in.

Batt – responded 142.

Reiser – asked what they expect their occupancy rate to be.

Batt – responded that they expect to be 95% full because on average they are 99% full.

Reiser – clarified that the rest would be \$1300 to \$1400 a month, and asked what they do when they don't meet that target.

Batt – responded that they do their homework up front and they know they can meet that target. But in the worst case they would possibly have to offer some incentives.

Reiser – clarified that they would need to get to that percentage rate in order to pay their bills. He asked Kianicky what they get from having an apartment complex to add to their portfolio.

Kianicky – stated their vision for the project was to create a community of neighborhoods. When they decided how they wanted to re-design this large projects, they knew the Estates portion was viable, but they needed to analyze what today's

market demands were and how to meet those needs. They thought they wanted to serve every age group. The 50 foot lots are for young families, the Estates are for the families with older kids, the Redwood project is for empty nesters. Since they do not do empty-nester development, they team up with someone who has a good track record who does that type of building. They feel this is an integral part of the community that will compliment all the other uses within the project.

Reiser – asked if they sell the empty-nester section to the other developer.

Kianicky – replied to some extent. He added that much of the infrastructure is in place. They have to go back and activate the underground utilities. So they develop the land and then sell it to them. He added that it is not that different than selling lots to Lombardo.

Reiser – responded that he has to look at what is best for the community. It seems to him that the most troublesome based on the comments they have received would be the apartment complex. He has visited one and knows that these are well run complexes. He is impressed with the development. At the same time, the Township has more rentals than they want, and yet here is another rental wanting to come in. He wants something to be better in that location, but does not want something that will turn out to be worse.

Kianicky – responded that they see it as the least troublesome portion of the project. He feels that single family homes with single family ownership can be more problematic than a neighborhood with one manager.

Reiser – asked the commission if there were conditions they would impose with respect to fencing, buffering, landscaping, etc.

Resident asked about a statement made at a previous meeting in regards to a fence being planned for a part of the property line.

Peterson – stated that there is a fence in place. She asked if there were existing rental places in that area.

Lawson – responded that in the immediate vicinity there are no apartment complexes. There are several other condo units in the area, but no apartment complexes. He added that further north on Tuttle Hill, north of Textile, there are some apartments.

Sinkule – Stated that they have heard a lot of concern about the rentals. He asked if it comes to a vote and it goes down, would they come back with a revised plan for single family housing.

Kianicky – responded that they do not currently have a Plan B. He added that they would be concerned to put more single family lots where that portion of the project

currently exists. He thinks it would be too many. The problem with a large development is that you need to have several project types that you can market simultaneously or the project does not work well. He does not know of another product type that would replace that well. They have tried condos and they know these don't work. They would have to look at it, but he does not have an answer today.

Lawson – stated that this is strictly a recommendation to the board. If the Planning Commission should make a recommendation to deny, it does not mean the project is denied, it still has to go before the Board and it would be up to them to make that final determination.

Kianicky – added that this request is for a PD amendment. The underlying site plan are still valid. So if this were not approved, they would have the ability to build what is currently on the PD – duplexes and detached condos. They have tried to market that for the last two or three years with no success. Based on their market studies, they feel that they have a project that can be successful in the market place, and they know the previous plan has not been successful, with all the changes that have occurred since the recession.

Krieg – stated that our nation is dedicated to Capitalism, but commissions like this are also dedicated to serving the residents of their community. He added that development is needed here, but they cannot tell businesses how to do it. They have to decide that for themselves. This commission has to listen both to what the developer says, and what the residents say, and tease out what is best. As he looks at the housing problem in the Township, he sees a problem with absentee landlords, slum landlords, people investing quickly to make a buck. To him it is not a matter of rent versus own, it's a matter of how the community is managed. If the folks from Redwood run the community the way they have said they would, it should be a good community. The main issue for this commission is one of trust, and how they will know that level of management will be maintained. He believes that property values in the surrounding homes will go up as long as these properties are run as carefully as the developers say they will be. Trespassing and dumping will not decline until something is built there, so keeping it empty is not in anyone's best interest. In his mind, the decision is whether or not they can trust these developers.

Walls – stated that being a senior citizen himself, it would be nice to have a nice place to go if he ever wants to give up his private home. He would like to see it go forward himself.

Eldridge – Thanks Mr. Cone and Greg Windinglan for coming. He appreciated the document they provided. Asked Mr. Kianicky what the price for the 60 to 70 foot properties would be.

Kianicky – stated based on the Marion Township development the average would be about \$204,000.

Eldridge – asked Mr. Batt what was the percentage of renters in their communities that are currently over the age of 55.

Batt – responded that they typically have 70% empty nesters. The age range for these starts a little younger than 55.

Eldridge – stated that he knows they are not age restricted, but heard Mr. Kianicky call them age targeted. He asked how they market for that.

Batt – responded that they utilize site development and floor plan. They do not have pools, clubhouses, tennis courts, etc. There are not places for kids to play. The floor plan is fair housing compliant, ADA accessible. In essence, the site plan and floor plans are not necessarily attractive to younger people or families.

Eldridge – clarified that what he was asking was how they went into the community and found the targeted tenants.

Batt – stated they advertise in publications like *Senior Living*. He also said their representative might visit local senior centers. They also do online advertising, which might seem contrary to seniors but it is actually not. There are a lot of computer literate seniors. He stated their residents usually come from within a three mile circle of their property, so they do mailers targeted at people over 45.

Eldridge – asked Mr. Windinglan about the handout provided. He stated that a lot of the properties on the list are not built yet. He asked how the gauge whether the rentals will have an impact on the values of the single family residences when they are not built yet.

Windinglan – stated that it demonstrated their confidence that it will not have an impact.

Eldridge – stated that it sounds like this is based more on confidence than previous experience, something quantifiable.

Batt – reiterated Mr. Kianicky's earlier statement that they have never seen any hard data that says apartments devalue surrounding property.

Eldridge – asked Lawson if there was a rental component in the current PD.

Lawson – responded that it does not go either way. The duplexes and site condos were not depicted as rental versus owner-occupied. There is nothing to say they could not be rentals. He added that they would each have individual property ID

numbers and be individual units, but there is nothing that would prohibit them being rental units.

Eldridge – stated that however this ends up, he feels there are some things they can do to mitigate the number of people who get in to party and vandalize. He stated that he would be calling to talk with the Sheriff. To hear that a police officer is afraid to go somewhere because its dark is unacceptable when the Township pays over five million dollars for police services. He will address that. He stated that Mr. Kianicky has mentioned that they want to be a community of neighborhoods, and part of that he thinks is being a good neighbor. It does not sound like this is going over well with the neighbors. He asked for clarification regarding the difference in value between all single family homes and the suggested different groupings.

Kianicky – stated that they do not think the market is strong enough to have 400 single family homes there. It would take too long to complete the project and they don't think that would be in anyone's best interest. They want multiple product types to draw different buyers. The problem is that the number of product types that there is a market for today is limited. The market seems to be saturated with condominiums. He does not think the existing site plan is a viable way to go.

Eldridge – stated that there are many different perceptions of the recent study done by the County on housing. His perception is that they are trying to move this type of housing away from Ypsilanti Township. In talking about the best interest, to him a homeowner has a vested interest in a community. A renter does not have that same vested interest. He stated that there are two apartment complexes a mile away, and Schooner Cove is a mile and a half away. If they are not doing something to really target and bring the empty nester in, he is not sure they are doing anything other than adding another apartment complex to the community. The study seems to indicate that is not what is recommended.

Lawson – provided clarification that this is a recommendation to the Board for PD Stage I preliminary site plan and re-zoning.

Motion by Krieg to recommend approval to the Township Board of Trustees the request of Blue Majestic, LLC to approve the amended PD Stage I plan and rezoning dated September 12, 2014 and prepared by John Ackerman of the Atwell Group to permit the construction of the proposed 392 unit single and multi-family residential development upon the 254.9 acre parcel previously known as Lakewood Farms. This motion is further made with the following conditions: 1) The applicant shall agree to install high definition security cameras at all entrances/exits of the subject development; 2) The applicant shall agree to assist in the creation of a special assessment district in order to provide funding for the operation and maintenance of the security camera system; 3) The applicant shall install fencing, landscaping and signage along the neighboring Lake Joyce property line in order to hinder any current or future trespassing; 4) The applicant shall agree to make access to existing non-motorized trails open and convenient without

hindrance between buildings to enable convenient nonmotorized connections with Textile Road and encourage healthy, walkable lifestyles; 5) All conditions and requirements noted within the Development Agreement executed on April 8, 2013 between the Charter Township of Ypsilanti and Blue Majestic, LLC shall remain in full force and effect; 6) Each subsequent developer and/or builder shall be required to enter into a development agreement with the Township to insure compliance with the approved final plan.

Motion Dies: No support

Motion by Eldridge to recommend denial to the Township Board of Trustees the application of Blue Majestic, LLC to approve the amended PD Stage I plan and rezoning dated September 12, 2014 and prepared by John Ackerman of the Atwell Group to permit the construction of the proposed 392 unit single and multi-family residential development upon the 254.9 acre parcel previously known as Lakewood Farms complex.

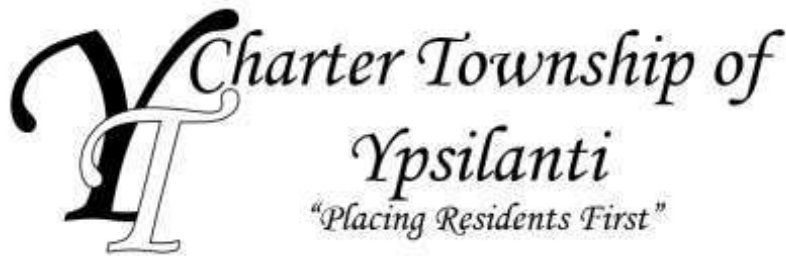
When asked to indicate a basis for his motion, Eldridge stated he did not think the rental units are harmonious with the rest of the neighborhood within the area.

Support: Sinkule

Motion Carries: 4 to 2

7. Other matters to be reviewed by the Commission
 - a. **None**
8. Open discussion for issues not on the agenda
 - a. Correspondence received – None
 - b. Planning Commission Members – None
 - c. Members of the Audience – None
9. Township Board representative report:
 - a. Eldridge – stated that they were still looking for election help and interested parties could contact the Township Clerk.
10. Zoning Board of Appeals representative report -
 - b. Eldridge – nothing
11. Township Attorney report - none
12. Planning Department Report –
 - a. Development Update - information is available in the packet. No questions were asked of Director Lawson regarding the information.

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



**Office of Community
Standards**

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

Memorandum

To: Planning Commission
From: Joseph Lawson, Planning Director
Date: April 14, 2015
Re: Majestic Lakes PD Stage I – Amendment and Rezoning

History:

April 23, 2002, the Township Planning Commission recommended approval of the current PD Stage I preliminary and eventually final site plan for the construction of 415 units of single family and attached multi-family residential on 254.9 acres. A condition of this approval, amongst others was that the applicant install fencing between the development and Joyce Lake.

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

In 2007, after much of the development's infrastructure was installed, mass grading completed, a majority of the roads were installed and construction began on the attached multi-family units known as the "Ponds" were underway, the project ran into issues.

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

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

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

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

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

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

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

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

As the Commission may further recall, after the September 24, 2014 public hearing, due to the comments presented and inability of staff to be present at said hearing, the Commission tabled the application to the October meeting date. After additional discussion during the October meeting date, the Commission eventually recommended approval of the plan to the Township Board of Trustees with conditions.

During the presentation of the plan to the Board, some Board members expressed concerns relating to the type of units proposed for construction, in particular the “for lease” units and how those units would be managed. The representatives from Redwood

April 14, 2015

assured the Board that the units would be leased at a “market” rate and further that Redwood has a company policy of not accepting government subsidies including section 8. The Board was informed that the units would lease for approximately \$1,300 to \$1,400 per month. One issue that was not resolved during these discussions was the request that the for lease units be restricted to those 55 years of age or older. Redwood stated that they have attempted to strict properties in the past and have found that this model does not work for them and has no interest or plans to age restrict this project. The further clarified by stating that they do plan to “age target” but are not agreeable to age restricting the property.

Other Board members also had concerns relating to the size of some of the single-family lots. As described earlier in this report, the developer wishes to eliminate the currently approved villa and duplex units in favor of 118 single-family site condos on 50-foot wide lots. The concern, in the opinion of staff related to the type of unit that would be constructed on these smaller lots and what type of future value would these homes carry.

Finally, the Board also requested that the developer seek options to restrict the ability for property owners of the single-family lots from renting their property now or in the future. There have been some discussions between the developer, their attorney and the Township’s attorney on this subject. Should an agreeable and legal solution be found, language would be added to the development agreement for execution.

With all of the issues noted in addition to procedural issues relating to the overall zoning of the property, the Board accepted the recommendation of staff and referred the application back to the Planning Commission for further consideration.

The Process:

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

PD Stage I approval is the time in the process where the Commission and Board approve the general concept, land use and preliminary layout of the project. The applicant must prove that the project has or will provide an overall community benefit at this stage. The applicant shall also submit a draft development agreement for review and consideration. S.R. Jacobson has submited a draft of their proposed development agreement which is currently in review and negotiation by both legal teams. When appropriate, the agreement will be presented to the Board for final approval and execution during the PD Stage II review process.

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

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

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

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

I would also like to thank the Commissioners for taking time out of their busy schedules for attending this special meeting. Your time and consideration are greatly appreciated.

Recommendation:

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

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

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

April 14, 2015

- *The applicant shall agree to make access to existing non-motorized trails open and convenient without hindrance between buildings to enable convenient non-motorized connections with Textile Road and encourage healthy, walkable lifestyles.*
- *All conditions and requirements noted within the Development Agreement executed on April 8, 2013 between the Charter Township of Ypsilanti and Blue Majestic, LLC shall remain in full force and effect.*
- *Each subsequent developer and/or builder shall be required to enter into a development agreement with the Township to insure compliance with the approved final plan.*

Suggested Motions:

Motion to Table:

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

Motion to Recommend Approval:

I move to recommend approval to the Township Board of Trustees the request of Blue Majestic, LLC to approve the amended PD Stage I plan and rezoning dated September 12, 2014 and prepared by John Ackerman of the Atwell Group to permit the construction of the proposed 392 unit single and multi-family residential development upon the 254.9 acre parcel previously known as Lakewood Farms. This motion is further made with the following conditions:

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

Motion to Recommend Denial:

I move to recommend denial to the Township Board of Trustees the application of Blue Majestic, LLC to approve the amended PD Stage I plan and rezoning dated September 12, 2014 and prepared by John Ackerman of the Atwell Group to permit the construction of the proposed 392 unit single and multi-family residential development upon the 254.9 acre parcel previously known as Lakewood Farms due to the following

PC Memo – Majestic Lakes PD

April 14, 2015

reason(s):

- .

- .

- .

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

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

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

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

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

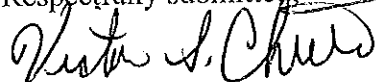
.....
Status of Plans:
.....

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

Remarks:

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

.....
Respectfully submitted,



Victor G. Chevrette, Fire Marshal
Charter Township of Ypsilanti Fire Department

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



August 4, 2014

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

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

Dear Mr. Lawson:

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

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

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

Sincerely,

Scott D. Westover, P.E.
Engineering Manager

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

July 31, 2014

CHARTER TOWNSHIP OF YPSILANTI

Office of Community Standards

7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Attention: Mr. Joe Lawson
Planning Coordinator

Subject: PUD Review #1
Majestic Lakes

Dear Mr. Lawson:

We have reviewed the plans for the proposed Majestic Lakes, formerly known separately as Lakewood South and Ponds at Lakewood. The plans were received by this office on July 17, 2014. The plans were reviewed by this office with respect to the Ypsilanti Township Engineering Standards and Design Specifications. In general, the change in the number of units and type of unit is acceptable; however, due to many questions surrounding utility relocations, easements/lot lines, and the impact of changing the number of units on the utilities, we do not recommend this preliminary PUD approval at this time. We would like the comments outlined in this letter addressed prior to resubmitting. During Final PUD review, additional detail on the removal, abandonment and installation of new utilities and associated calculations will be required.

The former Ponds at Lakewood site originally proposed nine 16-unit multi-family buildings with two streets and three cul-de-sacs. Since approved in 2005, two multi-family buildings were built in the southwest portion of the site, along with the underground utilities, roads, curb and gutter, and curb cuts for access to all nine multi-family buildings. The applicant would like to revise the site by proposing 37 single-unit lots and relocating some of the existing underground utilities.

The former Lakewood South site originally proposed 97 villas on Waterside Drive, Joy View Drive, and Tallwood Drive, all north of the existing overhead electric easement; 130 duplexes on White Wing Drive, Joyce View Drive, Waterside Drive, White Tail Court, and White Tail Drive; 116- 60'x140' lots on Fawn Drive, Country View Drive, Shula Vista, Buck Crossing, Maplelawn Drive, and Maplelawn Court. Beginning in 2013, Majestic Homes performed utility testing and addressed various punch list items in the southwest corner of Lakewood South, now proposed as Lakewood Estates. The applicant would like to revise the site by splitting Lakewood South into four areas – Lakewood Estates, Nautica Pointe, Village at Majestic Lakes, and Majestic Lakes Estates. Phase I proposes Lakewood Estates with 72 existing lots (already under construction), Nautica Pointe with 39 multi-family units, and Lots 1-34 of Village at Majestic Lakes. Phase II includes Majestic Estates with 44 lots and Lots 35-81 of Village at Majestic Lakes.



Table 1: Proposed Units

Majestic Lakes Breakout	Number of Single Family Lots	Number of Multi-Family Units
The Ponds at Lakewood	16	2
Nautica Pointe	-	39
Lakewood Estates	72 (existing)	-
Village at Majestic Lakes	81	-
Majestic Lake Estates	44	-

SITE PLAN COMMENTS:

OVERALL GENERAL

1. Scale of drawing is acceptable for preliminary PUD; however, final PUD will require 50 scale drawings and more detail with regards to grading as the lot change will impact the grades originally designed in 2005.
2. Existing grades shall be shown along with preliminary proposed finished grades of each building.
3. Preliminary calculations showing pre and post impervious surfaces have been provided; however, additional information in regards to a breakdown of units with estimated roof top, driveways, and green space (percentage of coverage) shall be included to better understand the impacts to the storm water collection and management system.

PONDS AT LAKEWOOD

4. Right-of-way (ROW) lines for Textile Road and Tuttle Hill Road shall be shown on the plan sheet.
5. It appears Lots 8, 9, 18 and 19 extend past the existing water main and ROW along Textile Road. Per the 2005 plans, the existing water main is within the existing 33-foot wide half ROW and a proposed 60-foot wide half ROW is shown on the plans. Plans should be updated accordingly to include this information, and lot lines shall not extend beyond the current ROW.
6. All lot lines should be shown on the plan sheet. It appears plans show incomplete lines and lines missing between lot number indicated on the plans.
7. Plans show relocating existing underground utilities. It appears removal is proposed near the westerly existing multi-family building. Clarification on why this is necessary and where the new utilities will be installed is needed.
8. All existing easements will need to be vacated and easements will need to be re-recorded once the new location of underground utilities is installed. Existing water main and sanitary sewer with easements shall also be shown.
9. For Detailed Engineering/Final PUD review:
 - a. Proposed utilities, profiles, and easements shall be shown on the plans
 - b. Existing water and sewer leads shall be shown on the plans
10. The roads show existing driveways with curb cuts. The applicant shall show curb cuts being removed and approximate locations of new driveways/curb cuts shall be shown on the plans.

MAJESTIC LAKES

11. A key map should be provided on the plans with clear cutoffs of each plan sheet.
12. It appears lots encroach on the 30-foot storm easement. The applicant may want to consider revising as it encroaches on the 35-foot rear yard setback, leaving little to no room for amenities.
13. It appears there is a conflict between sheets. Clarification is needed for multi-family development area – Nautica Pointe or Redwood at Majestic Lakes.
14. Better labeling and sizes of existing and proposed water main and sanitary sewer shall be included.



15. Clarification on the hatching and lines crossing Tuttle Hill Road shall be labeled and noted on its intent.
16. It shall be noted that the sanitary sewer pump station is no longer in place while the structure and wet well remain. Notes and details on Sheet PD-05 should be added. The service area of the pump station shall be included along with a preliminary basis of design.
17. Storm sewer is shown to be removed behind units 16, 17 and 18 of Nautica Pointe needs more information detailed on the plan sheet. It is unclear in this area, and others, what is being removed and how storm water is going to be conveyed.
18. Lot 44 of Majestic Lakes Estates potentially limits access to the storm sewer and places the building envelope very close to the existing gas main. It is recommended that this lot remain an open space.

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).

- The Washtenaw County Road Commission will require review and permits for any work required in the public ROW.
- The Ypsilanti Communities Utility Authority will require review and approval of all modifications to the drinking water and sanitary sewer systems.
- The stormwater management system will require and permit the review of the Washtenaw County Water Resources Commissioner's Office as this is an existing drainage district.
- 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.
- Record plans shall be provided to the Township Engineer, following the completion of construction of all project phases.
- 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.

Should you have any questions regarding this matter, please contact me at (734) 522-6711.

Sincerely,
OHM Advisors

Matthew D. Parks, P.E.

MDP/jlh

cc: Brenda Stumbo, Charter Township of Ypsilanti
Karen Lovejoy-Roe, Charter Township of Ypsilanti
Nancy Wrybkowski, Charter Township of Ypsilanti
Larry Doe, Charter Township of Ypsilanti
Scott Westover, P.E., YCUA
Scott Miller, P.E., WCWRC
Matt MacDonell, P.E., WCRC
Manny Kianicky, Owner, 32400 Telegraph Road, Bingham Farms, MI 48025
John Ackerman, Atwell, LLC., Two Towne Square, Ste. 700, Southfield, MI 48076
File: P:\0000_0100\SITE_YpsilantiTwp\2014\0098141050_Majestic_Lakes_PD_I\Majestic_Lakes_SP#1_7-22-14.docx



EVAN N. PRATT, P.E.

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

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

Telephone 734.222.6860
Fax 734.222.6803

email: drains@ewashtenaw.org
<http://drain.ewashtenaw.org>

November 12, 2014

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

RE: Majestic Lakes AKA Lakewood Farms,
Ypsilanti Township

Dear Mr. Lawson:

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

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

If you have any questions, please contact our office.

Sincerely,

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

Scott Miller, P.E.

Storm Water Engineer

(drainage district \majestic lakes current status)

Memo

TO: Joe Lawson

FROM: John Ackerman

DATE: 9.10.14

RE: Majestic Lakes

Joe, I have copied all comments below and addressed accordingly. Any responses will be after the comment in red.

Joe Lawson letter dated 8.29.14

1. It is recommended that the applicant and their engineer agree to meet with Township staff to discuss the following comments. It is felt that such a meeting will assist in resolving any issues prior to presenting the plan to the Commission or Board. **Completed on 9.10.14**
2. As the proposed amendment is considered a major change per section 1922(3), a public hearing shall be heard by the Township Planning Commission. At the completion of the public hearing, the Commission shall make a recommendation to the Township Board of Trustees for the consideration of a revised approval to the PD Stage I plan. PD Stage II will be considered upon final engineering approval for the site. **Again, our hope walking away from today's meeting is that we can get conditional approval from the PC on the 23rd and formally resubmit the necessary plans prior to the October 21st Board mtg.**
3. It is recommended that a new PD/Development Agreement be prepared and submitted to this office for review. **The intent is to have a draft of this document ready for review by this Friday (9/12)**
4. Much of the data noted on the cover sheet is inaccurate and will need to be revised prior to the next submittal. **Atwell will revise the data on the cover sheet for our revised plan package to be submitted this Friday.**
5. The overall ratio of attached units versus detached units does not meet the minimum requirements of the Township's Planned Development Ordinance. The number of units will need to be revised in order to meet the minimum standard noted within said ordinance section. **More discussion on this below**
6. As the total number of units is proposed to decrease, unless otherwise required by the Washtenaw County Road Commission, no further traffic studies will be required for the proposed project. **Some good news!**
7. Proposed elevation drawings and floor plans will be required as part of the PD/Development agreement. **S.R. Jacobson is working on obtaining those – I'll defer to them for timing of the submittal.**

8. The applicant shall supply the Township with a proposed landscape plan per section 2108 of the Township Zoning Ordinance. **The landscape plan is being prepared with hopes of being submitted by this Friday**

Plan Details

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

1. The coversheet notes the overall number of units to consist of 409 units, as discussed during this review, the plan indicates 395 proposed units. Please revise the coversheet to note the appropriate number of total units proposed for this revision. **The cover sheet notes will be revised as necessary and resubmitted on Friday**
2. As proposed the ratio of attached units versus detached units is as follows: Detached 234 units or 59.2%; attached units 161 or 40.8%. Township ordinance permits a maximum 60/40 ratio of attached versus detached. Please revise the unit ratio in order to maintain this noted percentage. **3 units are being removed from Nautica Pointe to properly achieve the 60/40 required split. This will be reflected on Friday's submittal**
3. Please overlay the proposed building envelopes on all future submittals. The overlay of building envelopes will assist staff in verifying that each lot is buildable as proposed. **We will address specific building envelopes discussed below for Friday and all building envelopes will be added for the revised submittal package prior to the Board meeting.**
4. The coversheet notes a proposed reduction in the required side yard setbacks for all 50-foot wide lots. Should such a reduction be approved, the development agreement shall reflect said approval. All spacing requirements shall conform to the adopted residential building code. **10' bldg. to bldg. setbacks are proposed on the 50' lots. The language will be included in the development agreement draft, currently being prepared by others.**
5. Please review the provided open space calculations noted on the coversheet. It is unclear to staff how these numbers were derived. **Clarification will be provided on Friday's submittal.**
6. Sheet PD-07 indicates to total calculated area dedicated to open space. Section 1905(4)(b) states that any area proposed to be occupied by multiple-family dwellings, including the minimum required setbacks around the buildings shall not be included within the open space calculation. Please review the noted plan sheet and revise according to the noted ordinance section. **The open space calcs will be revised to reflect the building setbacks and provided on Friday's resubmittal**
7. Pedestrian pathways are noted on sheet PD-07, please include these pedestrian pathways on the remainder of the "Layout" plans. **These paths will be provided on the landscape plans.**
8. Please include a notion and inclusion within the PD/Development Agreement and bylaws as to how the multi-family residential portion will be included within the overall open space association. **This will be included in the draft Development Agreement proposed to be provided for review this Friday**
9. Please note the proposed plan for trash and recycling services relating to the multi-family residential portion of the project. The Township does not currently provide trash and recycling service to this type of development. Private service should be arranged by the property owner. **Private trash service will be arranged for the multi-family residential portion of the project.**
10. Please provide a lighting plan for the development. The plan shall include the type of fixture and pole proposed for installation. **A lighting plan is being prepared by other consultants for the multi-family residential portion of the project - I'll defer to Redwood for timing of the submittal.**

11. Please include within the development bylaws that no property owner shall use phosphorus as a lawn fertilizer. This requirement was included in the original approval by the Township Board and continues as a recommendation through this process in order to protect the ponds and wildlife located within the existing conservation easement. **This will be included in the draft Development Agreement proposed to be provided for review this Friday**
12. The property line between lots 6 & 7 on sheet PD-06 is missing, please revise. **This will be added to the plans for Friday's submittal.**

Site Infrastructure

The infrastructure plans for the site have been reviewed in accordance with established procedures. The Township's consulting engineer, OHM, will provide comments prior to detailed/final engineering review.

1. The submitted plans note the relocation of a number of stormsewer lines. The review and approval of the proposed relocation shall be provided by the Washtenaw County Road Commission and the Washtenaw County Water Resources Commissioner's Office. **We have not received any correspondence / comments to date from the WCRC but were contacted by Scott Miller with WCWRC to set up a meeting within the coming weeks. We are currently awaiting dates / times that work for his office.**
2. It is recommended that the roads proposed to service the multi-family residential portion of the project be converted to private roads. Doing so will require the review and approval of the Road Commission in addition to an amendment to the Road Improvement Agreement sign by Road Commission Director Roy Townsend and dated April 17, 2013. **Roads serving the multi-family residential portion of the development will be proposed to be private, as will the roads in the Ponds. The roads servicing the SF lots are proposed to be public.**
3. The sanitary lift station shall be restored to the satisfaction of the Ypsilanti Communities Utility Authority prior to the issuance of a building permit. **That is noted.**
4. Please provide a notation that aerators will be provided within the existing detention basin. **A note will be added to the plans for Friday's submittal.**
5. All catch basin covers shall include the phrase "dump no waste, drains to river" as provided within the attached detail sheet. **A note will be added to the plans for Friday's submittal. Appropriate notes / details for these catch basin requirements will be provided with our Stage II plan submittal package.**

Site Design Issues

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

1. Due to the noted drainage easements along the west property line of proposed lot 35, it may be necessary to either increase the overall lot size or eliminate said lot as the building envelope does not appear to be feasible. As with the remainder of the proposed lots within the development, please provide the requested building envelopes in order to verify the buildability of each lot. We will review lots 35 – 63 to verify buildability prior to Friday's submittal. **Should building envelopes be impacted by setbacks, they will be labeled accordingly for clarity of review. ALL building envelopes will be provided on the plans prior to the Board mtg.**
2. Please review the proposed lot 44. Considering the size and shape of the lot, staff has concerns of how this lot will be developed. Please provide the proposed building envelope. **The building envelope will be provided on Friday's submittal**

3. Unit #24 within the multi-family portion does not appear to meet the minimum front yard setback of 20-feet. Please review this lot as the increase in setback may be hindered by the existing gas-line easement. **Unit 24 will be adjusted slightly to the N-NW so as to meet the front yard setback and remain out of the gas easement. This will be reflected on Friday's submittal**
4. It is recommended that an additional pedestrian pathway be included from the eastern end of Nature View north to the Textile Road non-motorized path. **This path will be added to the plans.**
5. It is recommended that an additional pedestrian pathway be included from the cul-de-sac north of Nature View (between lots 18 & 19) to the Textile Road non-motorized path. **This path will be added to the plans.**

Parking, Loading and Traffic Circulation

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

1. Please provide a detail sheet of the playground area parking lot. Staff would like to verify the space dimension and availability of an ADA compliant parking space. **Details of this parking lot will be provided no later than the submittal prior to Board.**
2. It is recommended that the roads proposed to service the multi-family residential portion of the project be converted to private roads. Doing so will require the review and approval of the Road Commission in addition to an amendment to the Road Improvement Agreement sign by Road Commission Director Roy Townsend and dated April 17, 2013.
3. Should the multi-family residential portion be converted to private roads, it is further recommended that the owner provide a cross-access easement to the remainder of the project in order to provide a second means of access to Tuttle Hill Road. **An agreement will be addressed accordingly – I will defer to Redwood and S.R. Jacobson for details.**

Site Landscaping

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

1. Please provide a proposed and existing landscape plan per section 2108 of the zoning ordinance for review and consideration by this office. This plan shall include the location of all existing and proposed street trees, landscape buffer, open space plantings, detention pond landscaping etc...**This is being prepared by Redwood's consultant – I will defer to them for commitment of submittal**
2. As was a condition of the existing site plan, please provide either a landscape or hardscape between this development and Joyce Lake. Signs are also to be provided stating Joyce Lake, Private Property, No Trespassing. **This will be addressed as part of the landscape plan package currently being prepared.**

YCUA Comments dated 8.4.14

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



addressing his comments today and in this memo will be sufficient to obtain conditional approval even though Scott mentions in his letter that the plans are not acceptable.

1. More detail needs to be provided regarding the existing water supply and wastewater infrastructure identified as “being relocated.” At a minimum, the proposed alignments of the relocated utilities should be provided. **Proposed alignments of the relocated utilities will be provided on Friday’s submittal**
2. The existing water supply and wastewater infrastructure, in particular previously installed water services and building sewers, needs to be analyzed in relation to the proposed site layout. It is anticipated that the proposed revisions to the site layout will result in existing water services and building sewers that will no longer be needed. Unnecessary water services shall be disconnected from the water main at the corporation stop with the corporation stop closed. Unneeded building sewers shall be abandoned, with the lateral abandoned from inside the sanitary sewer using a cured-in-place pipe (CIPP) spot liner such as Pipe Patch or Authority approved equal. **Detailed coordination will occur with YCUA when addressing the proper demolition / abandonment of any existing utilities no longer proposed to be utilized.**
3. It is understood that the utilities for phase 2 of the Lakewood South project, located in the southeast area of the site and now identified as the Villages at Majestic Lakes and Majestic Lakes Estates, have not yet been constructed. **Further investigation will be required to verify this.**

OHM Review Letter dated July 31, 2014

SITE PLAN

COMMENTS:

OVERALL

GENERAL

1. Scale of drawing is acceptable for preliminary PUD; however, final PUD will require 50 scale drawings and more detail with regards to grading as the lot change will impact the grades originally designed in 2005. **Scale will be adjusted accordingly at final PUD**
2. Existing grades shall be shown along with preliminary proposed finished grades of each building. **Should it be determined that this is required prior to final design, the information will be provided prior to the Board meeting.**
3. Preliminary calculations showing pre and post impervious surfaces have been provided; however, additional information in regards to a breakdown of units with estimated roof top, driveways, and green space (percentage of coverage) shall be included to better understand the impacts to the storm water collection and management system. **Should it be determined that this is required prior to final design, the information will be provided prior to the Board meeting.**

PONDSATLAKEWOOD

4. Right-of-way (ROW) lines for Textile Road and Tuttle Hill Road shall be shown on the plan sheet. **ROW lines will be added to the plan sheet for Friday’s submittal**
5. It appears Lots 8, 9, 18 and 19 extend past the existing water main and ROW along Textile Road. Per the 2005 plans, the existing water main is within the existing 33-foot wide half ROW and a proposed 60-foot wide half ROW is shown on the plans. Plans should be updated accordingly to include this information, and lot lines shall not extend beyond the current ROW. **ROW information will be provided and any necessary lot line revisions will be provided on Friday’s submittal**

6. All lot lines should be shown on the plan sheet. It appears plans show incomplete lines and lines missing between lot number indicated on the plans. **All lot lines will be shown on Friday's submittal**
7. Plans show relocating existing underground utilities. It appears removal is proposed near the westerly existing multi-family building. Clarification on why this is necessary and where the new utilities will be installed is needed. **Clarification on this will be shown on Friday's submittal.**
8. All existing easements will need to be vacated and easements will need to be re-recorded once the new location of underground utilities is installed. Existing water main and sanitary sewer with easements shall also be shown. **This comment will be addressed during the Stage II plan preparation and submittal.**
9. For Detailed Engineering/Final PUD review:
 - a. Proposed utilities, profiles, and easements shall be shown on the plans
 - b. Existing water and sewer leads shall be shown on the plans
10. The roads show existing driveways with curb cuts. The applicant shall show curb cuts being removed and approximate locations of new driveways/curb cuts shall be shown on the plans. **This will be revised for Friday's submittal**

MAJESTICLAKES

11. A key map should be provided on the plans with clear cutoffs of each plan sheet. **This will be revised for Friday's submittal**
12. It appears lots encroach on the 30-foot storm easement. The applicant may want to consider revising as it encroaches on the 35-foot rear yard setback, leaving little to no room for amenities. **Existing storm easement / lot location conflicts will be review accordingly. Amenity restrictions to lots that contain utility easements will be addressed accordingly in the master deed / By-laws.**
13. It appears there is a conflict between sheets. Clarification is needed for multi-family development area – Nautica Pointe or Redwood at Majestic Lakes. **Nautica Pointe is the name moving forward. Plans will be revised accordingly for Friday's submittal**
14. Better labeling and sizes of existing and proposed water main and sanitary sewer shall be included. **Detailed labeling / sizing of proposed watermain and sanitary sewer will be addressed during the Detailed design.**
15. Clarification on the hatching and lines crossing Tuttle Hill Road shall be labeled and noted on its intent. **Clarification will be provided in this area on Friday's submittal**
16. It shall be noted that the sanitary sewer pump station is no longer in place while the structure and wet well remain. Notes and details on Sheet PD-05 should be added. The service area of the pump station shall be included along with a preliminary basis of design. **Should it be determined that this is required prior to Stage II, the information will be provided prior to the Board meeting.**
17. Storm sewer is shown to be removed behind units 16, 17 and 18 of Nautica Pointe needs more information detailed on the plan sheet. It is unclear in this area, and others, what is being removed and how storm water is going to be conveyed. **Proposed alignments of the relocated utilities will be provided on Friday's submittal**
18. Lot 44 of Majestic Lakes Estates potentially limits access to the storm sewer and places the building envelope very close to the existing gas main. **It is recommended that this lot remain an open space. It is our client's intention to keep lot 44. Any utility access concerns will be address accordingly.**

**FIRST AMENDMENT TO LAKEWOOD
PLANNED DEVELOPMENT AGREEMENT**

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

1. General Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

c. **Declaration.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

PROPERTY

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

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

PROJECT OWNER/DEVELOPER:

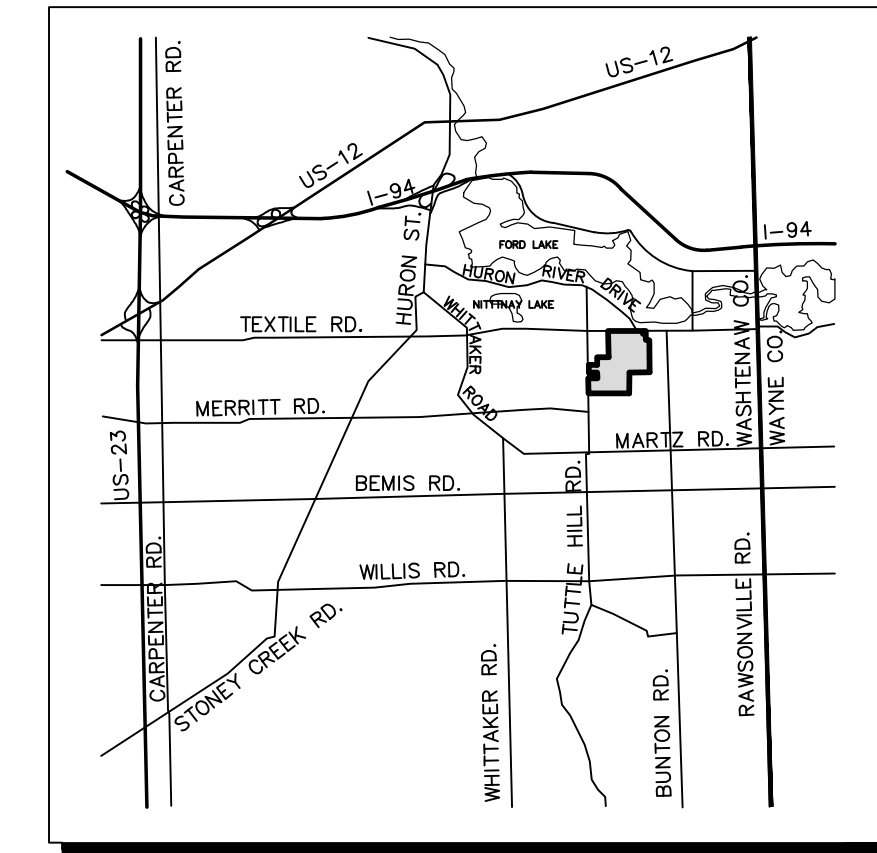
BLUE MAJESTIC, LLC
32400 TELEGRAPH RD. - SUITE 100
BINGHAM FARMS, MICHIGAN 48025
ATTN: MANNY KIANICKY

PROJECT ENGINEER:

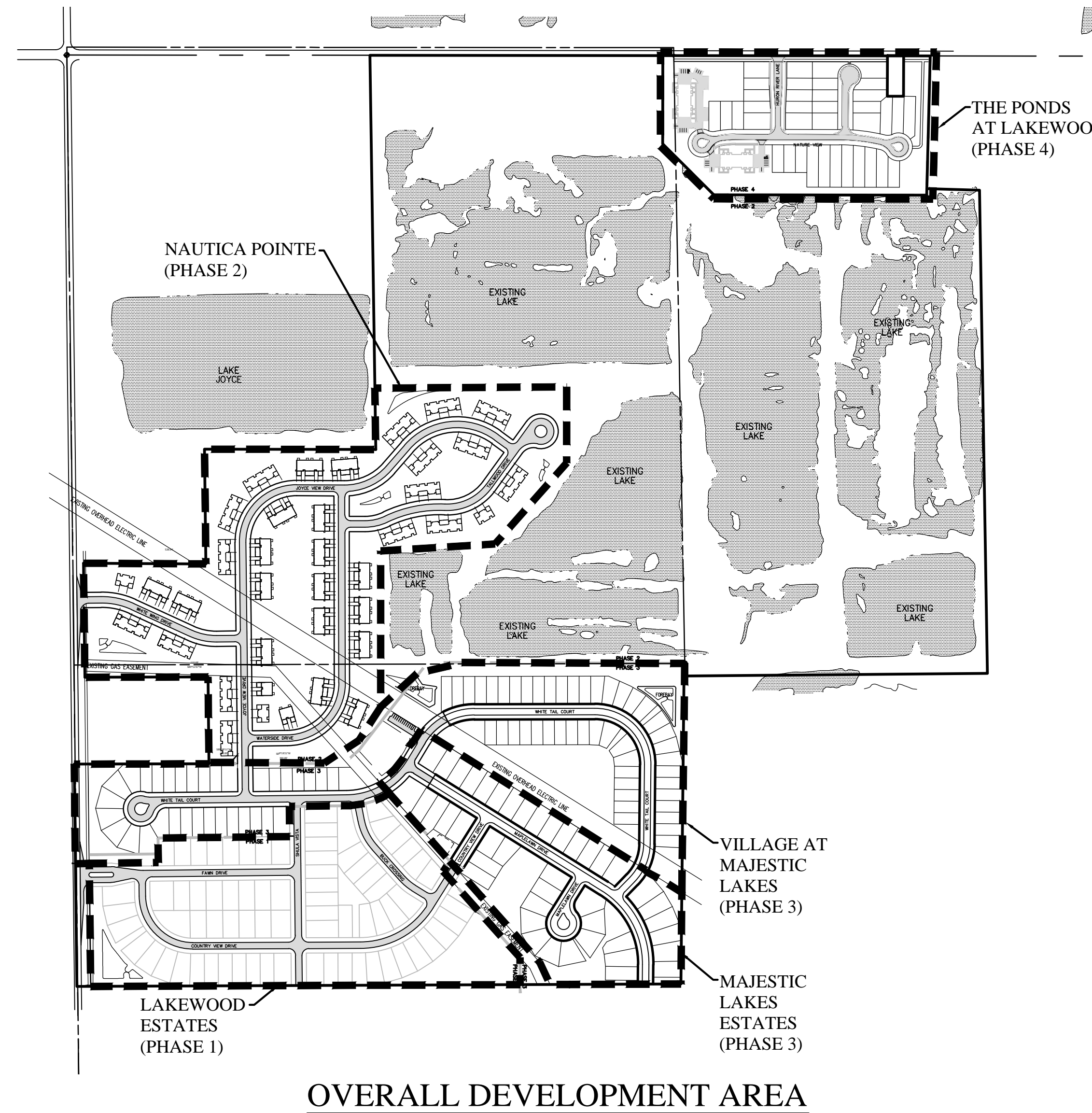
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
PHONE: 248.447.2000
FAX: 248.447.2001
ATTN: JOHN ACKERMAN

MAJESTIC LAKES

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



VICINITY MAP
NOT TO SCALE



OVERALL DEVELOPMENT AREA
SCALE: 1" = 400'

OVERALL SITE DESCRIPTION

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

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

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

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

Commencing at the West 1/4 corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence N89°51'07"E 50.00 feet along the East-West 1/4 line of said Section 26 for a PLACE OF BEGINNING; thence N00°40'17"W 492.09 feet along the Easterly Right-of-Way line of Tuttle Hill Road (variable width); thence S89°39'35"E 528.04 feet; thence N00°40'17"W 495.14 feet; thence S89°52'12"E 736.71 feet; thence N00°50'53"W 1681.82 feet along the West line of the East 1/2 of the Northwest 1/4 of said Section 26; thence S89°56'52"E 1266.17 feet along the North line of said Section 26 and the centerline of Textile Road (66.00 feet wide); thence S00°50'52"W 381.06 feet; thence S45°04'16"E 310.86 feet; thence S89°55'00"E 319.71 feet; thence N01°27'01"E 27.82 feet; thence S89°20'52"E 227.71 feet; thence S00°55'58"E 2064.38 feet along the East line of the West 1/2 of the Northeast 1/4 of said Section 26; thence S89°30'11"W 1309.33 feet along the East-West 1/4 line of said Section 26 to the center of said Section 26 (as monumented); thence S00°34'23"W 1329.00 feet to the Northeast Corner of the Frank H. Clark Subdivision (as monumented) as recorded in Liber 10, page 11, Washtenaw County Records, Washtenaw County, Michigan; thence S01°15'20"E 0.86 feet along the West line of said Frank H. Clark Subdivision; thence S89°45'51"W 2606.78 feet along the South line of the North 1/2 of the Southwest 1/4 of said Section 26; thence N00°39'24"W 959.17 feet along the West line of said Section 26 and the centerline of said Tuttle Hill Road (variable width); thence N89°51'07"E 581.40 feet; thence N00°39'24"W 374.63 feet; thence S89°51'07"W 531.40 feet along the East-West 1/4 line of said Section 26 to the Place of Beginning, being part of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, containing 239.54 acres of land, more or less, being subject to the rights of the public over the Northerly 33.00 feet thereof as occupied by Textile Road, also being subject to the rights of the public over the Westerly 33.00 feet thereof as occupied by Tuttle Hill Road, also being subject to easements and restrictions of record, if any.

DEVELOPMENT NOTES:

Roads - The roads servicing the attached single family residences are proposed to be private
cu'y gntcu'y g'qcf u'p'j' g'Rup u'q'q' O'clauk' N'nguo' C'nt'q' g' t'cuf u'c't'g' t'qr qu'g' cu' w'ide'o

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

Catch Basins - C'nt'ec'v' u'c'p'u'q'x'g'u'j' c'm'p'e'w' g'j' g'j' t'c'g'0'f' w' r' p'q'y' c'ug' T'c'p'u'q' t'x'g'0'

SITE DATA

ZONED PLANNED DEVELOPMENT (PD)

OVERALL DENSITY 1.60 UNITS/ACRE (254.90 AC.)

PROPOSED 392 UNIT DEVELOPMENT

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

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

SETBACKS:

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

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

NAUTICA POINTE MULTI-FAMILY UNITS
FRONT - 20'
BLDG TO BLDG - 30'

TOTAL PRESERVATION AREA (INC. LAKES) - 167.20 ACRES (64% OF SITE)

TOTAL AREA OF LAKES - 90.15 ACRES (35% OF SITE)

NET - TOTAL - LAKES 164.75 ACRES

OPEN SPACE PROVIDED - 83.37 ACRES (50.7% OF NET SITE)

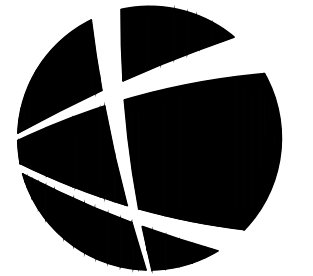


THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.
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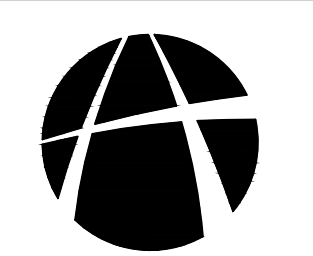
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SECTION 26
TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

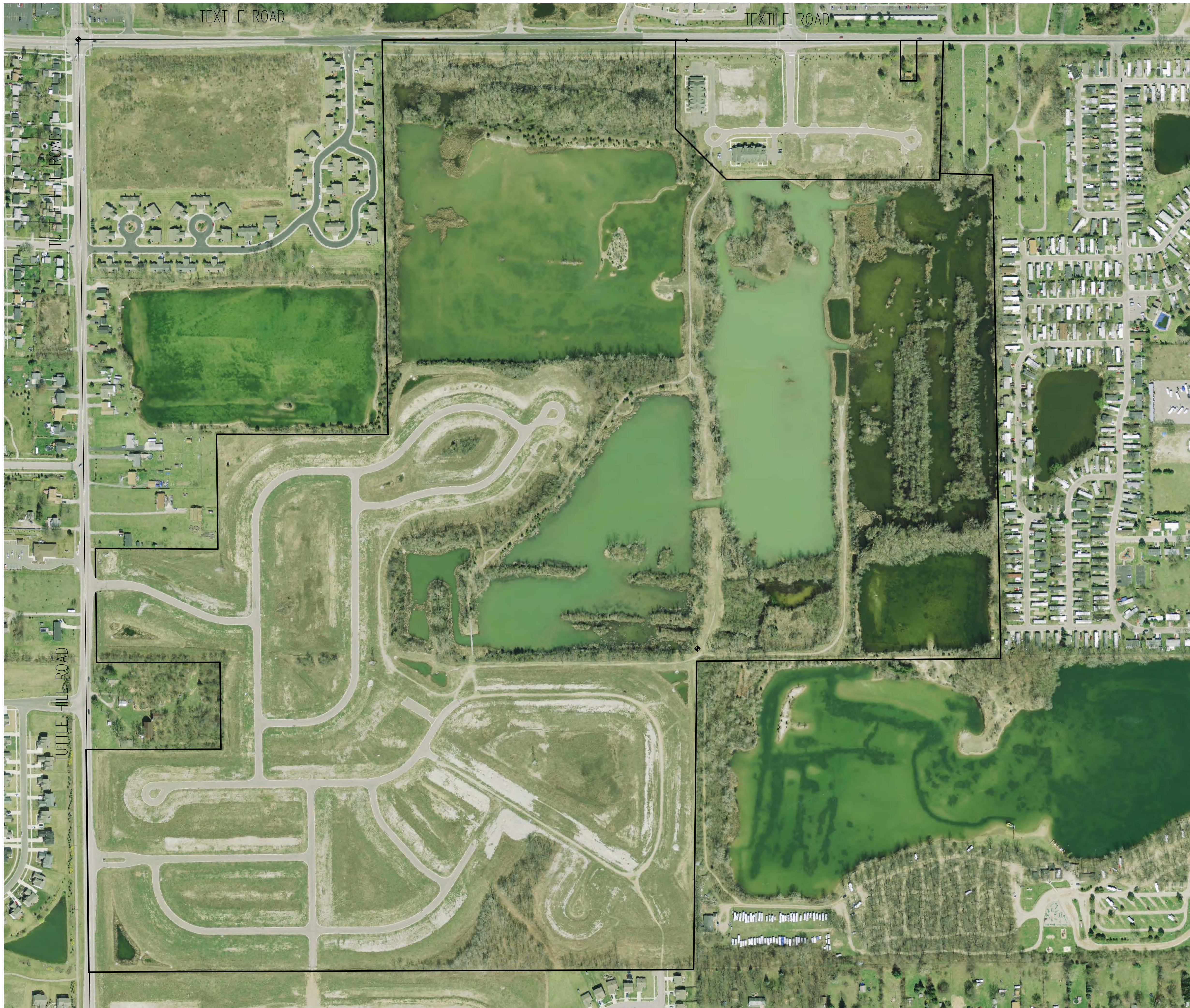
BLUE MAJESTIC, L.L.C.
MAJESTIC LAKES
PUD
COVER SHEET

CLIENT
DATE 07-11-2014
08-12-2014 PER ITR REVIEW
11-03-2014 PRASHIN



SCALE 0 0 0
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P.M. J. ACKERMAN
BOOK ---
CAD FILE: 14000914PD-01-CV.DWG
JOB 45029
FILE CODE: ---
SHEET NO. PD-01

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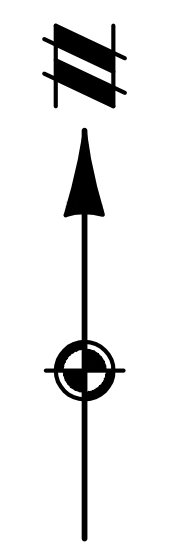


811 Know what's below.
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SECTION 28
TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT
BLUE MAJESTIC, L.L.C.
MAJESTIC LAKES
PUD
AERIAL PHOTO

DATE 07-11-2014
08-12-2014 PRELIM REVIEW
11-10-2014 PHASING

NO.	REVISIONS

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SCALE 0 100 200
1" = 200 FT
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P.M. J. ACKERMAN
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FILE CODE: ---
SHEET NO. PD-02

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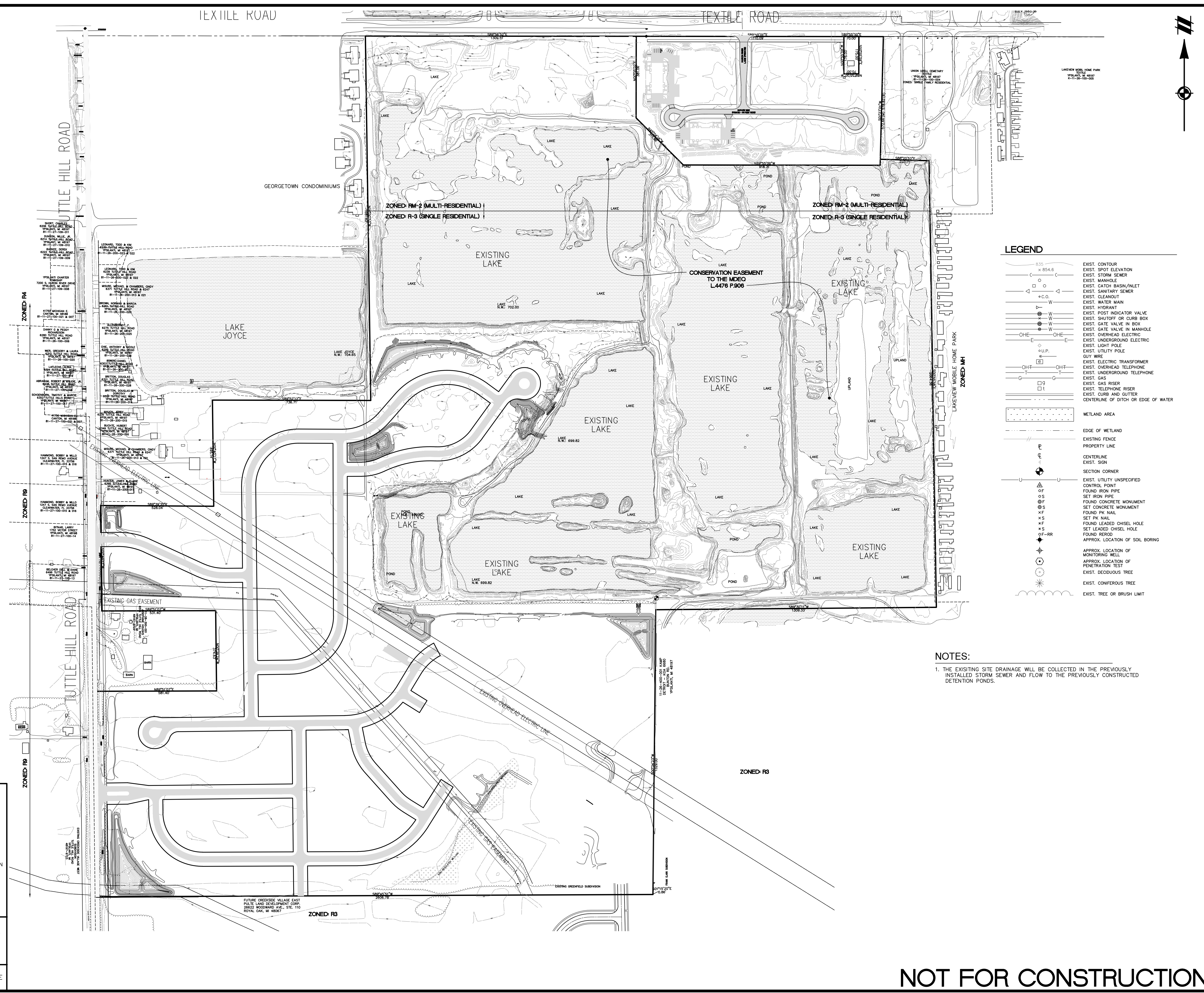
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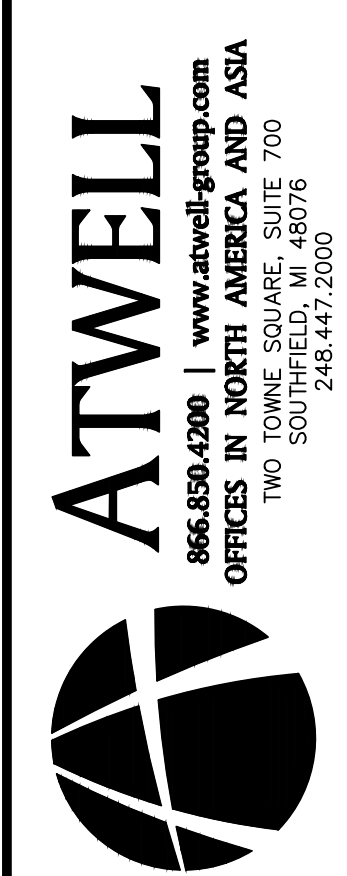
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NOTES:
1. THE EXISTING SITE DRAINAGE WILL BE COLLECTED IN THE PREVIOUSLY INSTALLED STORM SEWER AND FLOW TO THE PREVIOUSLY CONSTRUCTED DETENTION PONDS.

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SECTION 28
TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

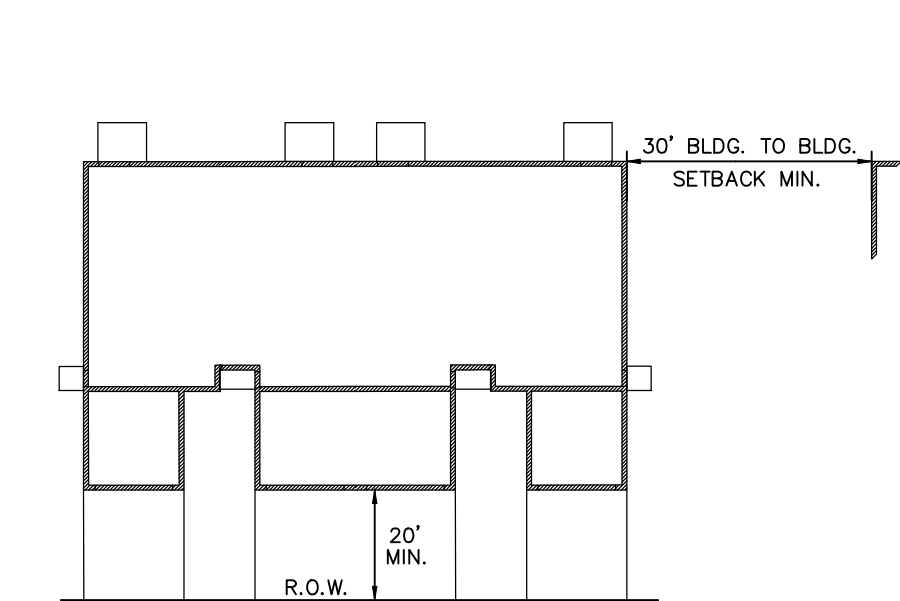
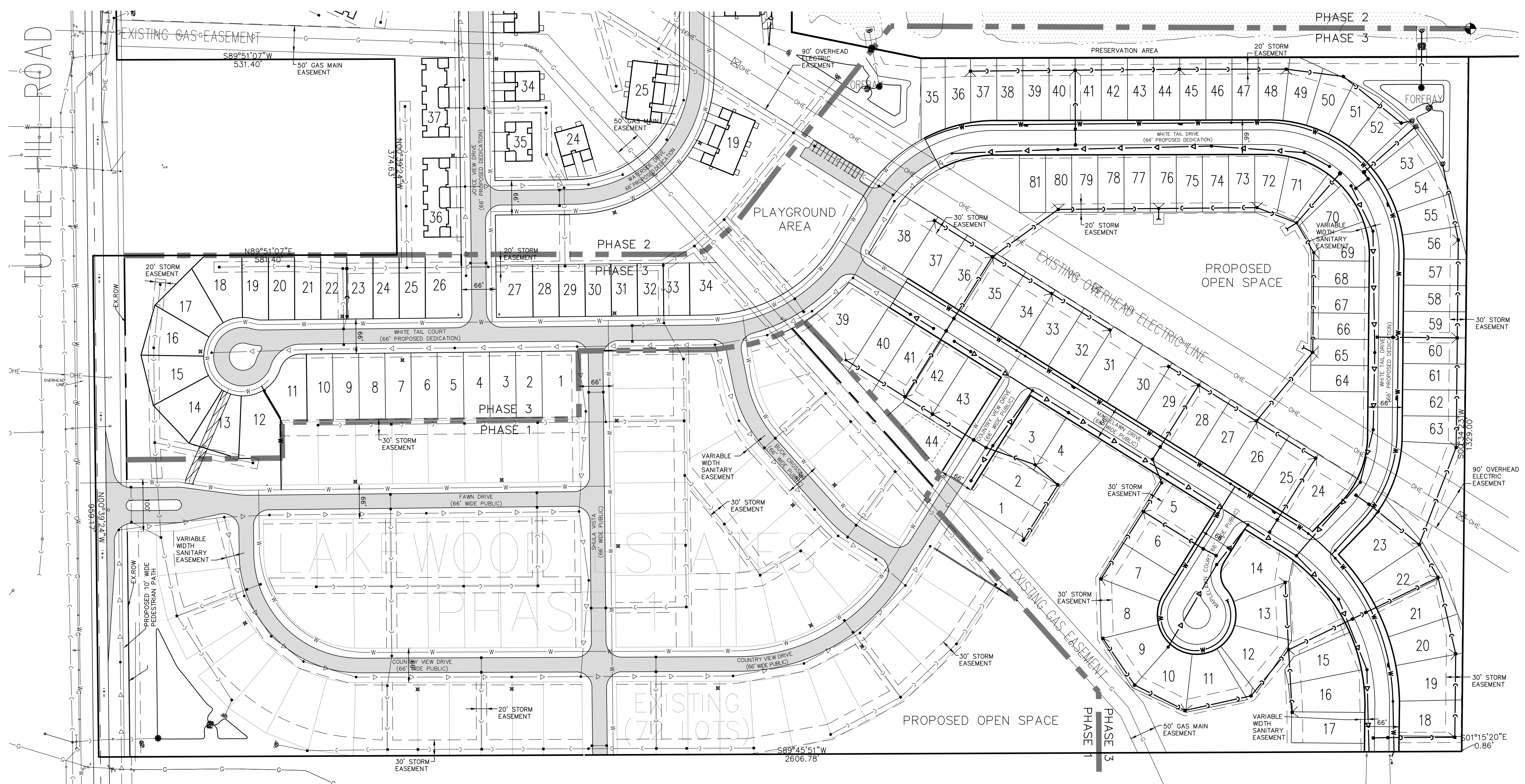
BLUE MAJESTIC, L.L.C.
MAJESTIC LAKES
PUD
EXISTING CONDITIONS
PLAN

CLIENT
DATE 07-11-2014
09-12-2014 PRELIM REVIEW
11-10-2014 PHASING

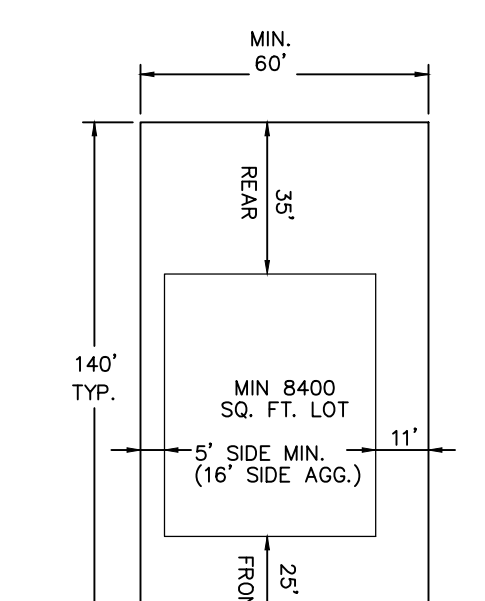
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1" = 200 FT
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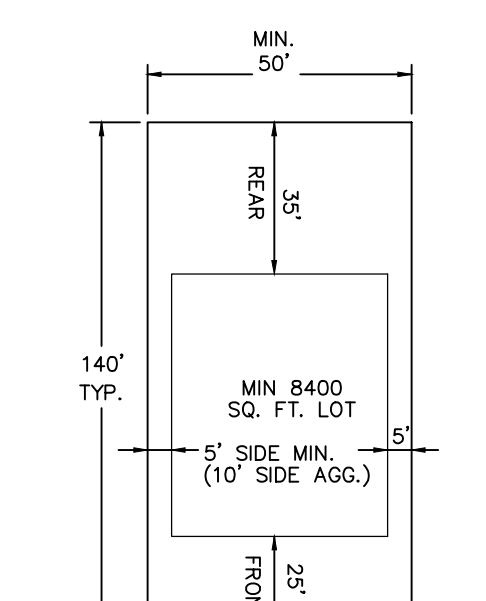
NOT FOR CONSTRUCTION



TYPICAL ATTACHED SINGLE FAMILY
NO SCALE



TYPICAL 60' LOT DETAIL
NO SCALE



TYPICAL 50' LOT DETAIL
NO SCALE

LEGEND

	PROPERTY LINE
	PROPOSED CURB AND GUTTER
	PROPOSED SETBACK LINE
	PROPOSED R.O.W. LINE
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING MANHOLE / CATCH BASIN
	PROPOSED MANHOLE / CATCH BASIN / END SECTION
	EXISTING UNDERGROUND ELECTRIC
	EXISTING TELEPHONE SERVICE
	EXISTING WATER MAIN
	PROPOSED WATER MAIN
	PROPOSED WATER SERVICE
	EXISTING HYDRANT
	PROPOSED HYDRANT
	EXISTING GATE VALVE & WELL
	PROPOSED GATE VALVE & WELL
	EXISTING WATER MAIN MANHOLE
	PROPOSED REDUCER
	PROPOSED SANITARY SEWER MAIN
	PROPOSED SANITARY SEWER LEAD
	PROPOSED SANITARY SEWER MANHOLE
	EXISTING UNDERGROUND CABLE SERVICE
	EXISTING CURB AND GUTTER
	PROPOSED CURB AND GUTTER
	EXISTING GUY WIRE
	EXISTING UTILITY POLE
	EXISTING CATV BOX
	EXISTING TELEPHONE BOX
	EXISTING ELECTRICAL BOX
	EXISTING SIGN
	PROPOSED PAVEMENT
	PHASE LINE
	UTILITIES TO BE RELOCATED

SECTION 28

TOWN 3 SOUTH, RANGE 7 EAST

YPSILANTI TOWNSHIP

WASHTENAW COUNTY, MICHIGAN

BLUE MAJESTIC, L.L.C.

MAJESTIC LAKES PUD

LAYOUT PLAN

CLIENT

DATE 07-11-2014

09-12-2014 PER TIME REVIEW

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SCALE 0 50 100

1" = 100 FT

DR. WLJ JMK

P.M. J. ACKERMAN

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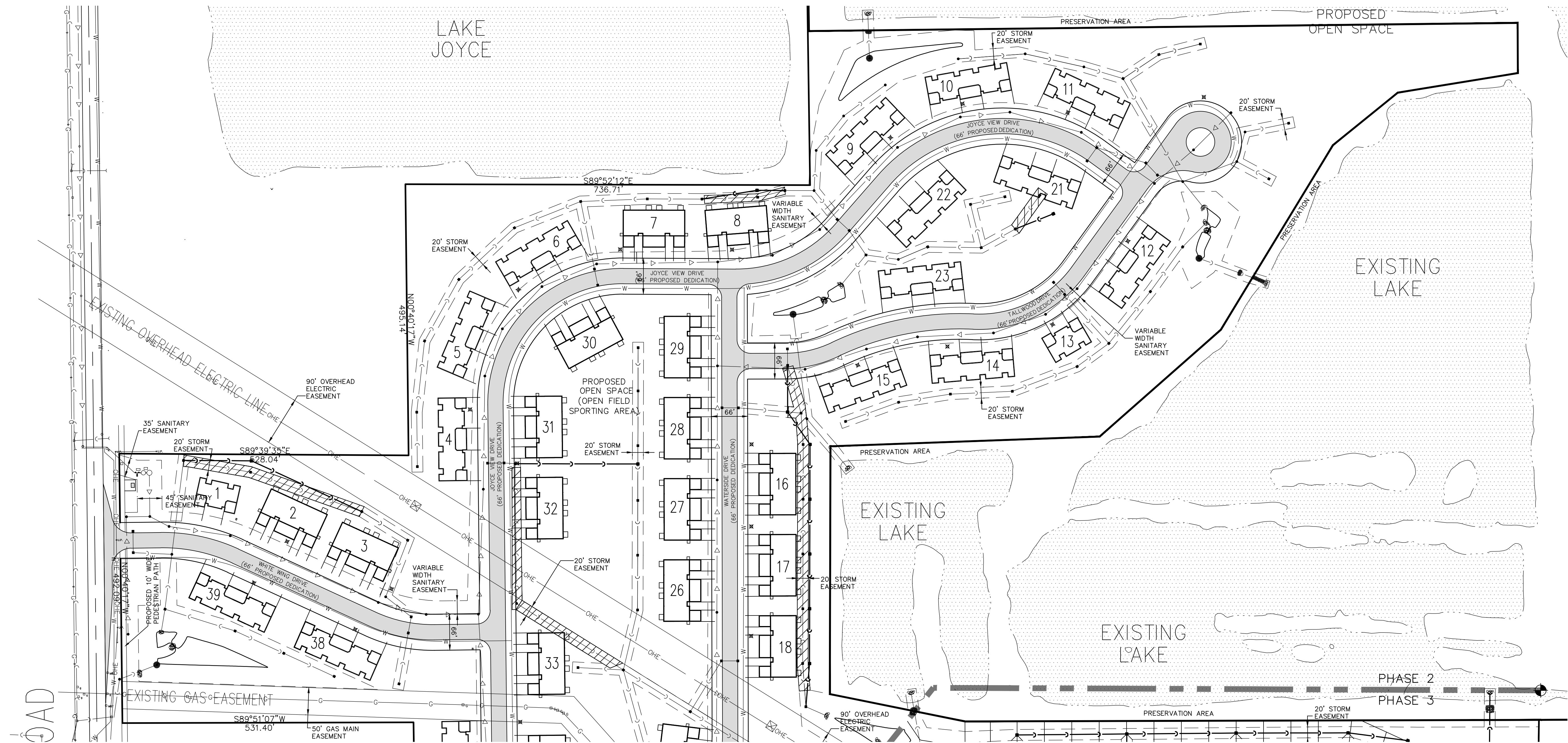
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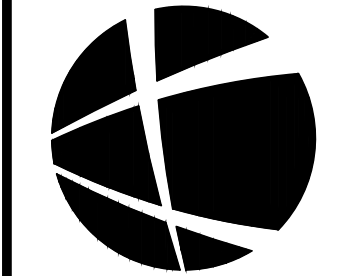
LEGEND

- PROPERTY LINE
- PROPOSED CURB AND GUTTER
- PROPOSED SETBACK LINE
- PROPOSED R.O.W. LINE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING MANHOLE / CATCH BASIN
- PROPOSED MANHOLE / CATCH BASIN / END SECTION
- EXISTING UNDERGROUND ELECTRIC
- EXISTING TELEPHONE SERVICE
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- EXISTING HYDRANT
- PROPOSED HYDRANT
- EXISTING GATE VALVE & WELL
- PROPOSED GATE VALVE & WELL
- EXISTING WATER MAIN MANHOLE
- PROPOSED REDUCER
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER LEAD
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING UNDERGROUND CABLE SERVICE
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- EXISTING GUY WIRE
- EXISTING UTILITY POLE
- EXISTING CATV
- EXISTING TELEPHONE BOX
- EXISTING ELECTRICAL BOX
- EXISTING SIGN
- PROPOSED PAVEMENT
- PHASE LINE
- UTILITIES TO BE RELOCATED

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DATE 07-11-2014
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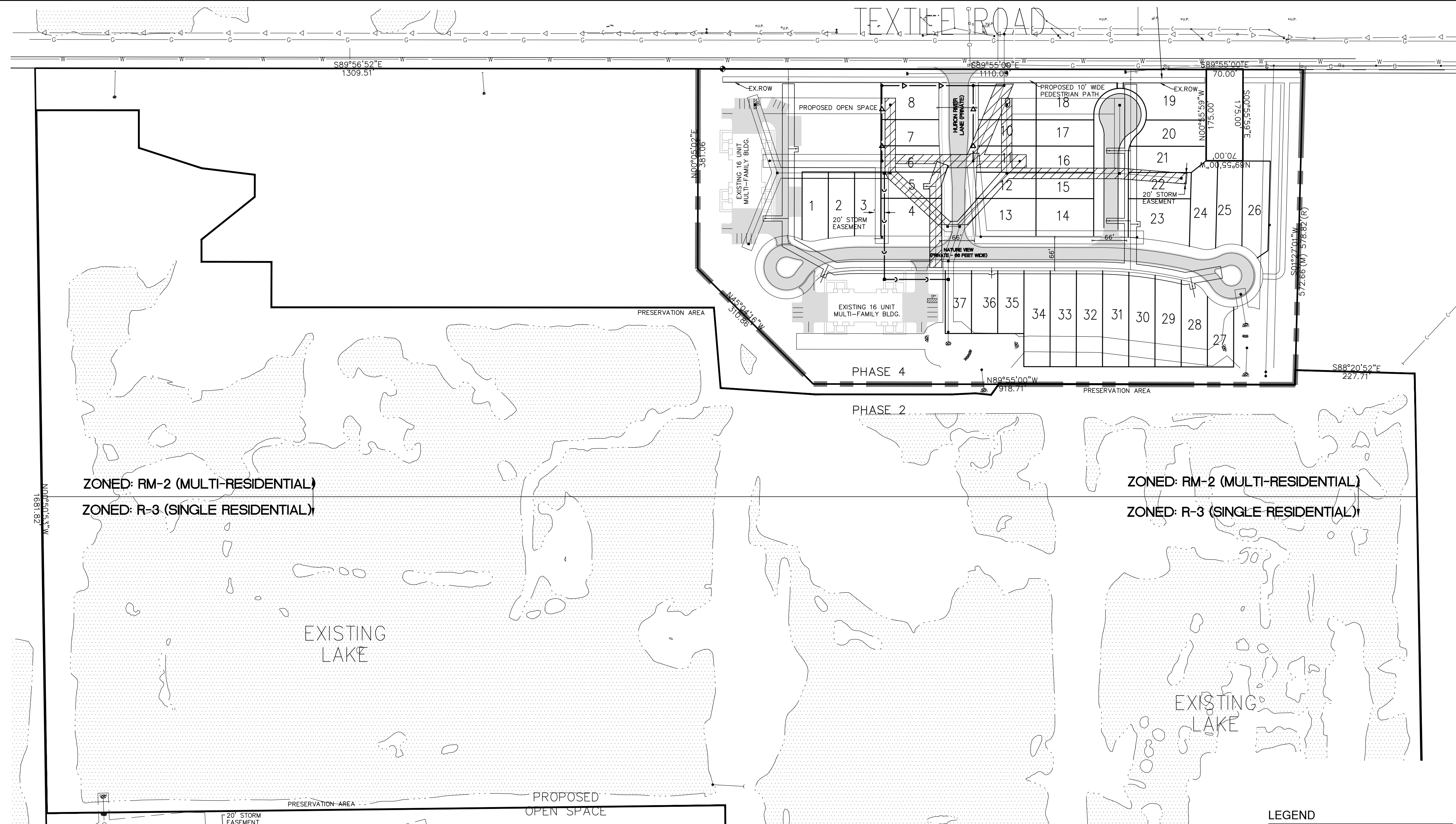
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 SHEET NO. PD-05

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ZONED: RM-2 (MULTI-RESIDENTIAL)
 ZONED: R-3 (SINGLE RESIDENTIAL)

ZONED: RM-2 (MULTI-RESIDENTIAL)
 ZONED: R-3 (SINGLE RESIDENTIAL)

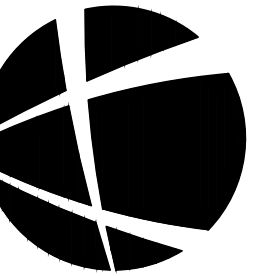
LEGEND

- PROPERTY LINE
- PROPOSED CURB AND GUTTER
- PROPOSED SETBACK LINE
- PROPOSED R.O.W. LINE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING MANHOLE / CATCH BASIN
- PROPOSED MANHOLE / CATCH BASIN / END SECTION
- EXISTING UNDERGROUND ELECTRIC
- EXISTING TELEPHONE SERVICE
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- EXISTING HYDRANT
- PROPOSED HYDRANT
- EXISTING GATE VALVE & WELL
- PROPOSED GATE VALVE & WELL
- EXISTING WATER MAIN MANHOLE
- PROPOSED REDUCER
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER LEAD
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING UNDERGROUND CABLE SERVICE
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- EXISTING GUY WIRE
- EXISTING UTILITY POLE
- EXISTING CATV
- EXISTING TELEPHONE BOX
- EXISTING ELECTRICAL BOX
- EXISTING SIGN
- PROPOSED PAVEMENT
- PHASE LINE
- UTILITIES TO BE RELOCATED

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 WASHTENAW COUNTY, MICHIGAN

BLUE MAJESTIC, L.L.C.
 MAJESTIC LAKES
 PUD
 LAYOUT PLAN

CLIENT

DATE 07-11-2014
 09-12-2014 PER THE REVIEW
 11-10-2014 PHASING

REVISIONS



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 1" = 100 FT
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 FILE CODE: ---
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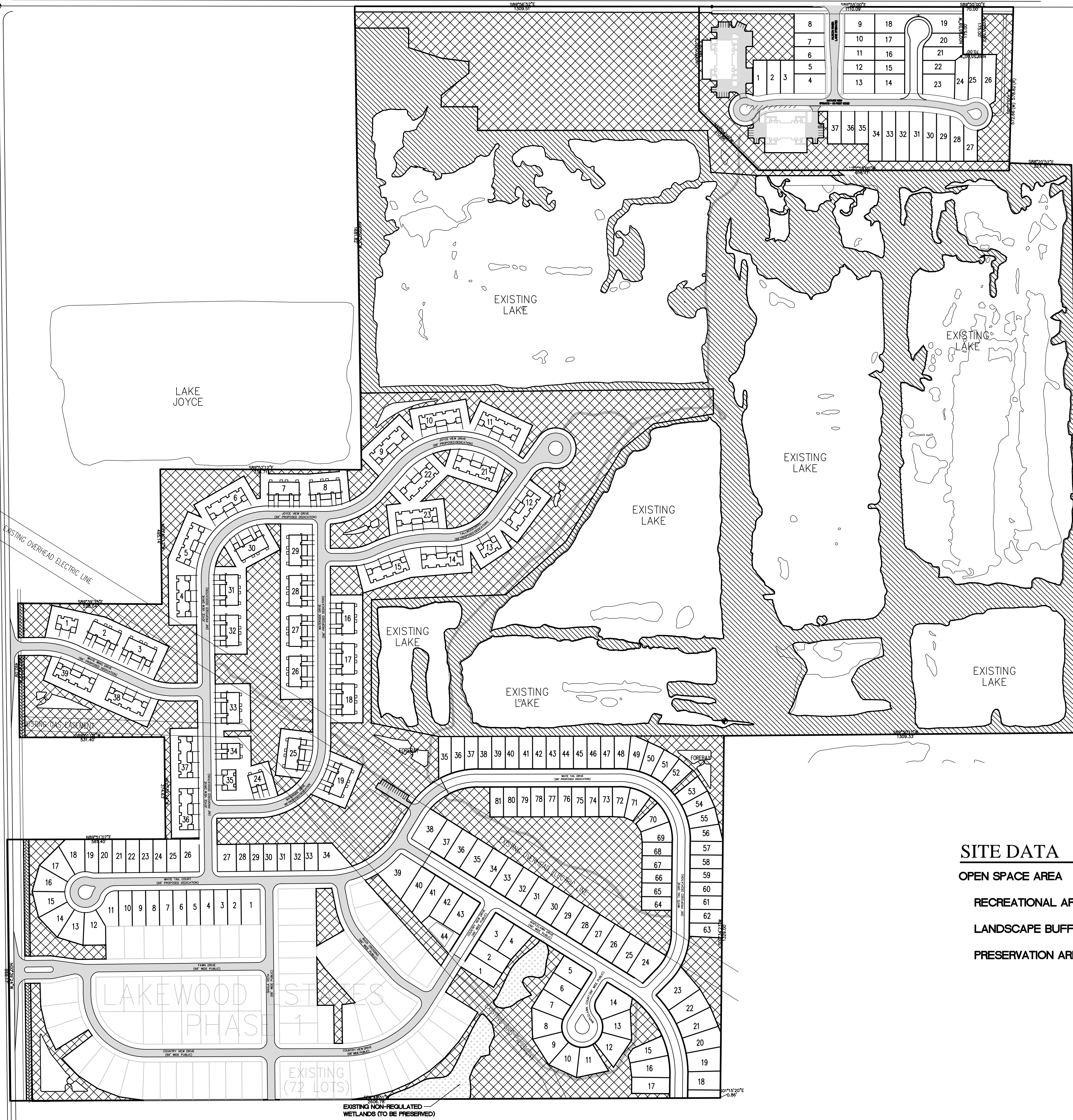
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TEXTILE ROAD

TEXTILE ROAD

TUTTLE HILL ROAD

TUTTLE HILL ROAD



LEGEND

- PROPERTY LINE
- PROPOSED CURB AND GUTTER
- PROPOSED SETBACK LINE
- PROPOSED R.O.W. LINE
- PROPOSED PAVEMENT
- PHASE LINE
- OPEN SPACE AREA
- LANDSCAPE BUFFER AREA
- MDEQ - PRESERVATION AREA
- NON-MDEQ PRESERVATION AREA

SITE DATA

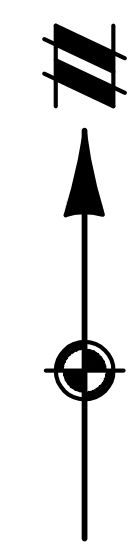
- OPEN SPACE AREA = 83.37 ACRES
- RECREATIONAL AREA = 47.34 ACRES
- LANDSCAPE BUFFER = 0.60 ACRES
- PRESERVATION AREA = 32.38 ACRES



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

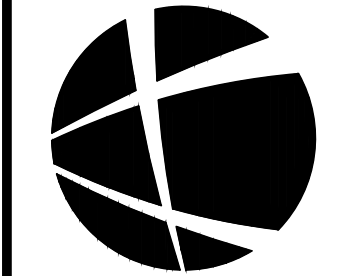
NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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TWO SOUTHFIELD, MI 48076
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SECTION 28
TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

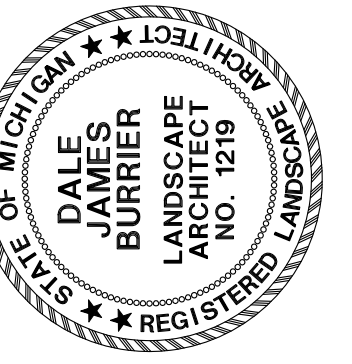
CLIENT
BLUE MAJESTIC, L.L.C.
MAJESTIC LAKES
PUD
OPEN SPACE
PLAN

DATE 07-11-2014
09-12-2014 PREP TIME REVIEW
11-10-2014 PHASING

REVISIONS

ATWELL
SCALE 0 100 200
1" = 200 FT
DR. WLH | JMK
P.M. J. ACKERMAN
BOOK ---
CAD FILE: 14000914PD-05-05.DWG
JOB 45029
FILE CODE: ---
SHEET NO. PD-07

NOT FOR CONSTRUCTION



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 440-247-7003/fax 440-247-7143



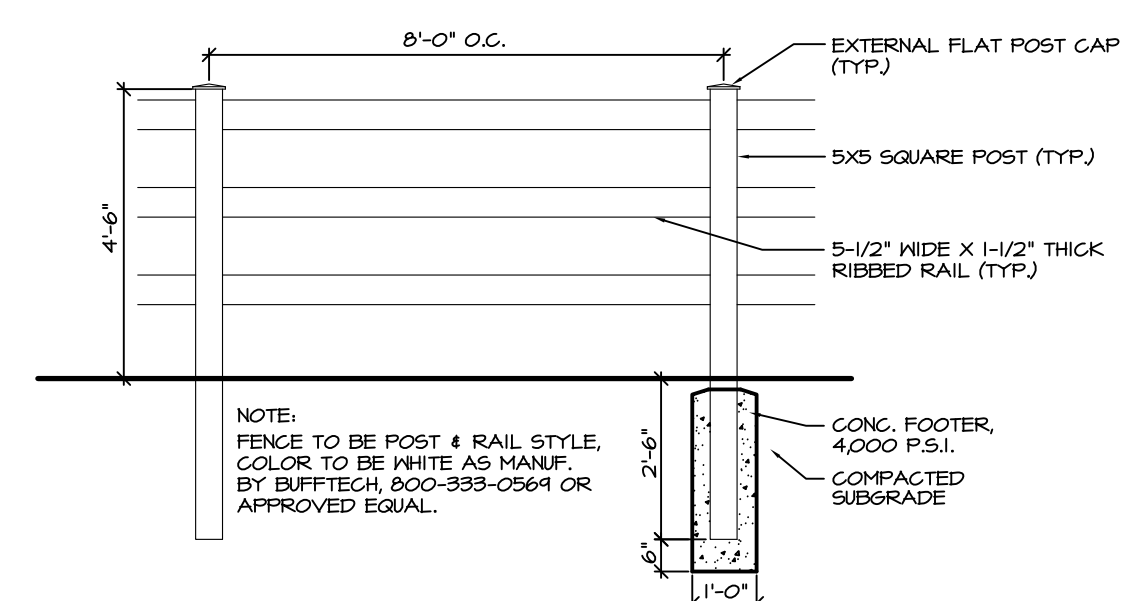
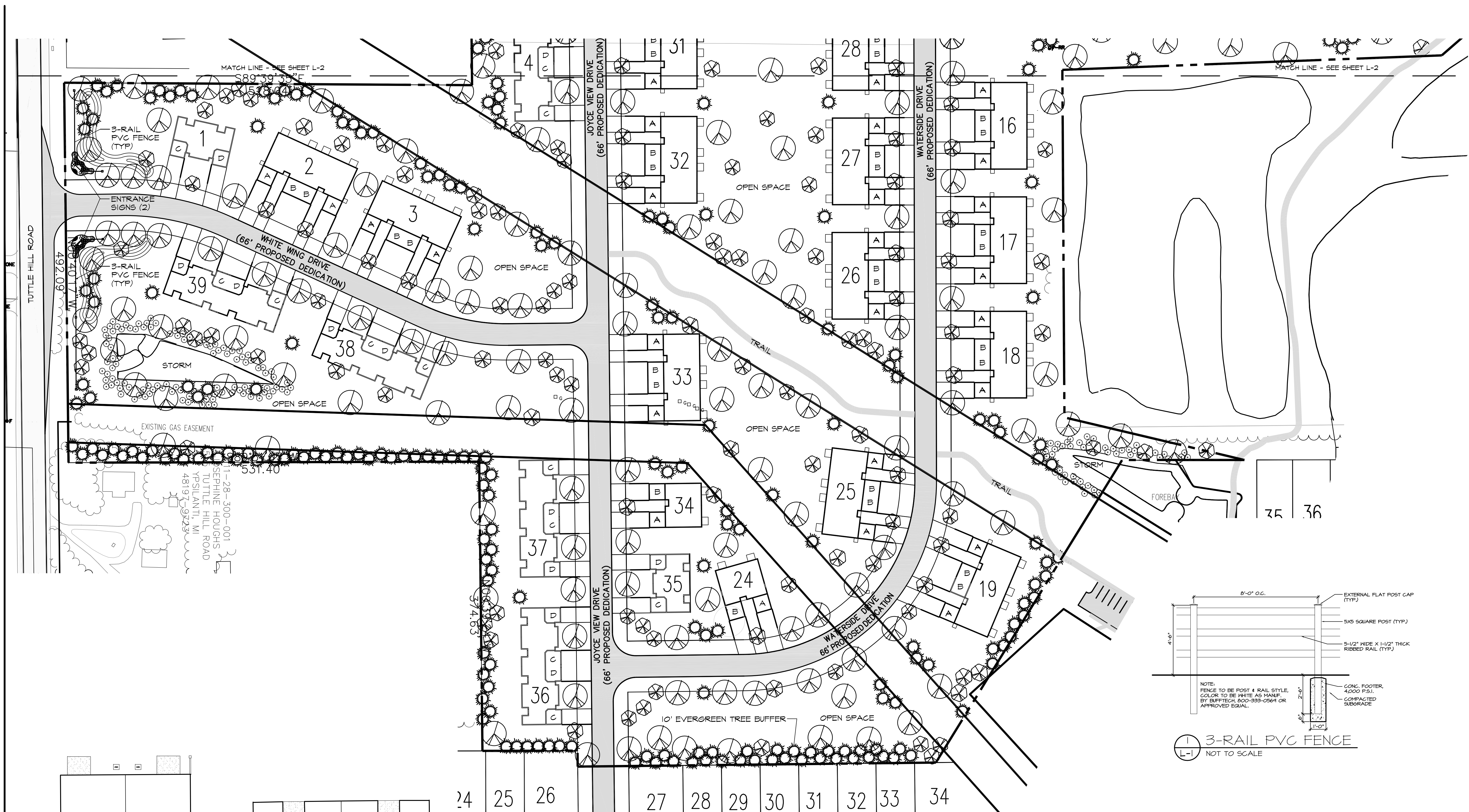
PRELIMINARY LANDSCAPE PLAN
NAUTICA POINTE
 TUTTLE HILL ROAD, YPSILANTI TWP., MICHIGAN
 REDWOOD ACQUISITIONS, LLC
 23775 COMMERCE PARK DRIVE, SUITE 7, BEACHWOOD, OH 44122

Date: 09-11-14
 Notes: DRWN: DJB

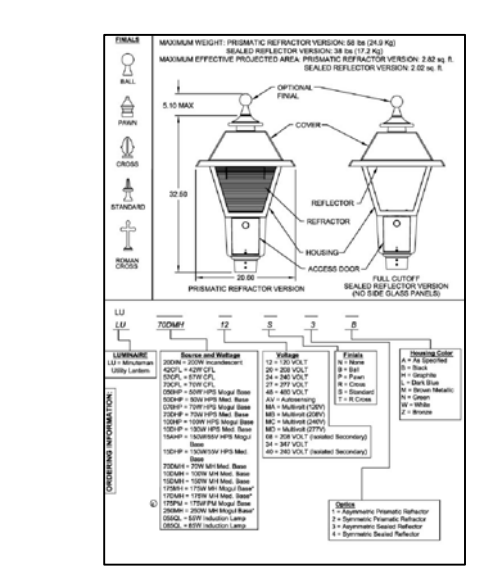
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L-1

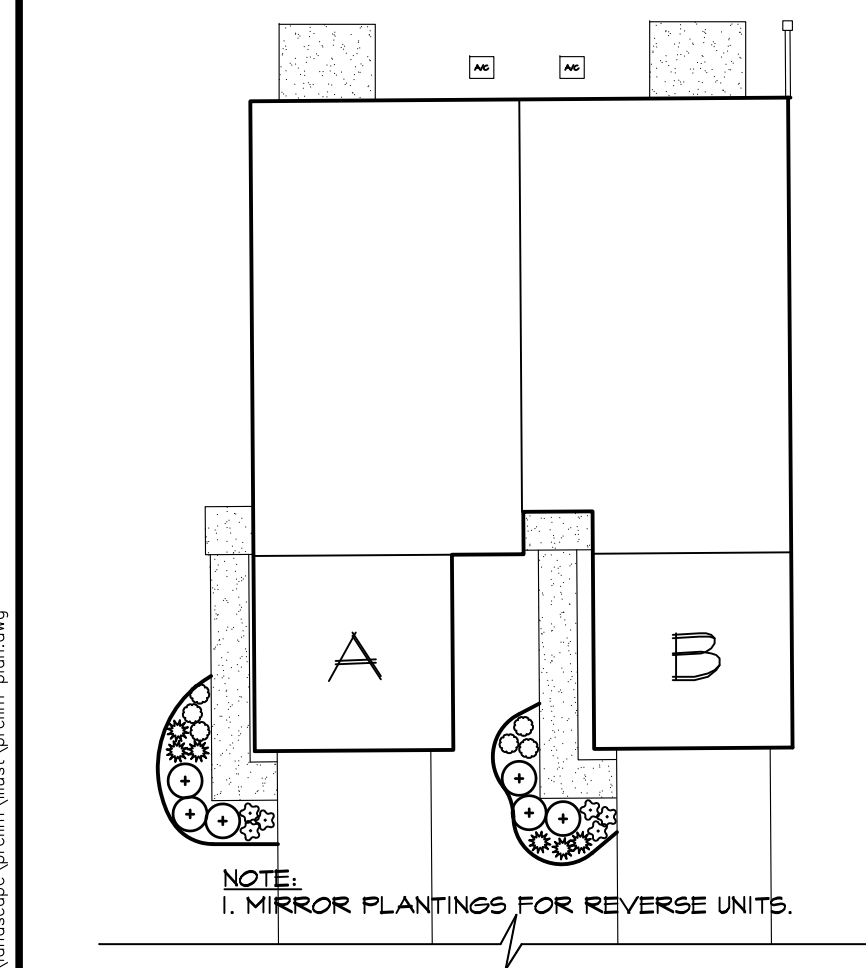
Sheet 1 of 3
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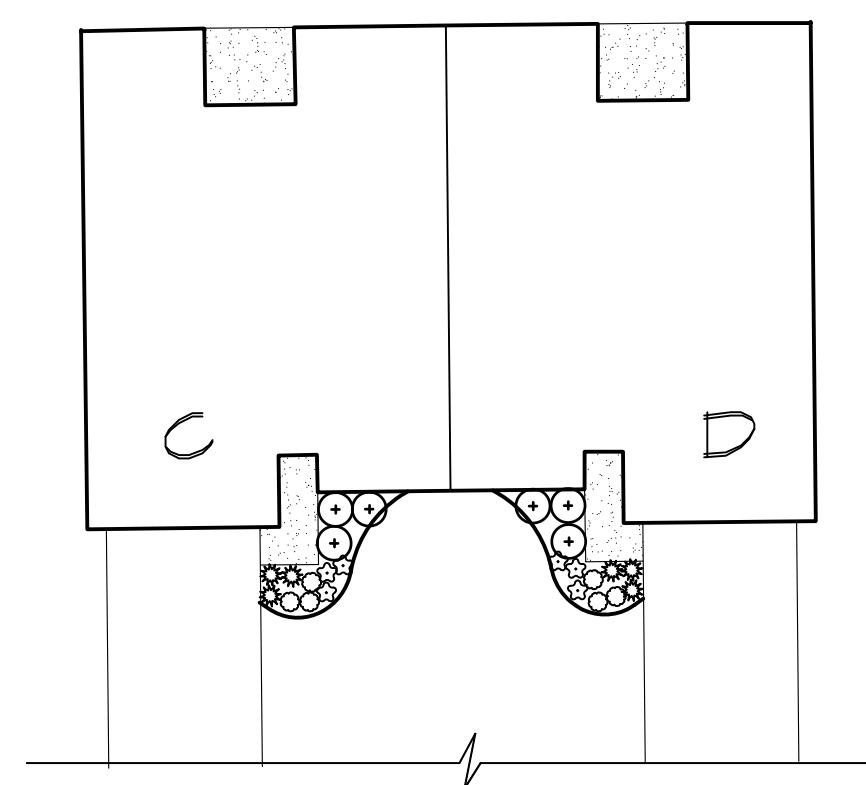
1 3-RAIL PVC FENCE
 L-1 NOT TO SCALE



2 TYP. COACH LAMP
 L-1 NO SCALE



TYP. UNIT A-B LANDSCAPE PLAN
 SCALE: 1"=20'



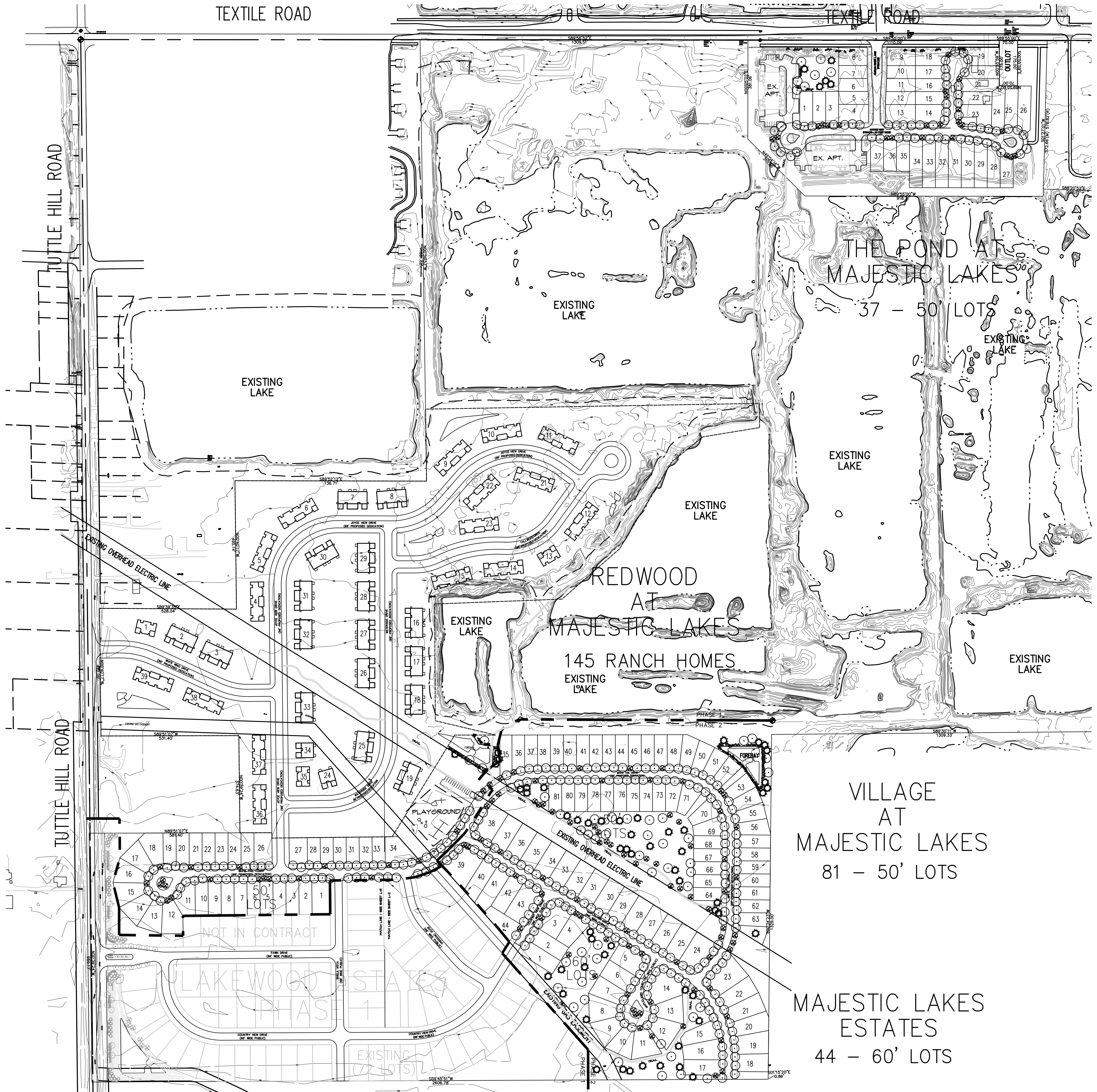
TYP. UNIT C-D LANDSCAPE PLAN
 SCALE: 1"=20'

PLANTING LEGEND

- SHADE TREES - 2-1/2" cal.
 -MAPLE
 -OAK
 -ELM
- STREET TREES - 2-1/2" cal.
 -CLEVELAND SELECT PEAR
 -THORNLESS HONEYLOCUST
 -ELM
- ORNAMENTAL TREES - 2" cal.
 -CRABAPPLE
 -BIRCH
 -MAGNOLIA
- EVERGREEN TREES - 8' ht.
 -SPRUCE
 -PINE
 -FIR
- DECIDUOUS/EVERGREEN SHRUBS - 18" TO 36" ht.
 -SPIREA
 -ITEA
 -ROSES
- GRASSES/PERENNIALS - #2 cont.
 -DWARF FOUNTAIN GRASS
 -DAYLILY
 -SHASTA DAISY
- LANDSCAPE MOUNDING
 -3:1 MAX. SLOPES

NOTE:
 1. ALL AREAS DISTURBED BY CONSTRUCTION WILL BE SEEDING WITH A FIVE-WAY BLEND OF RYEGRASS.

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PLANTING LEGEND

- SHADE TREES - 2-1/2" cal.
-MAPLE
-OAK
-ELM
- STREET TREES - 2-1/2" cal.
-CLEVELAND SELECT PEAR
-THORNLESS HONEYLOCUST
-ELM
- ⊗ ORNAMENTAL TREES - 2" cal.
-CRABAPPLE
-BIRCH
-MAGNOLIA
- ⊗ EVERGREEN TREES - 8' ht.
-SPRUCE
-PINE
-FIR
- ⊗ LARGE DECIDUOUS SHRUBS - 6' ht.
-VIBURNUM
-BURNING BUSH
-LILAC
- ⊗ SMALL DECIDUOUS SHRUBS - 18" ht.
-SPIREA
-TEA
-ROSES

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



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OVERALL PRELIMINARY MASTER LANDSCAPE PLAN

MAJESTIC LAKES

Ypsilanti Twp., MI
SR Jacobson Companies
32400 Telegraph Road, Suite 100 Bingham Farms, MI 48025

Date	Notes
09-11-14	DRWN EAD

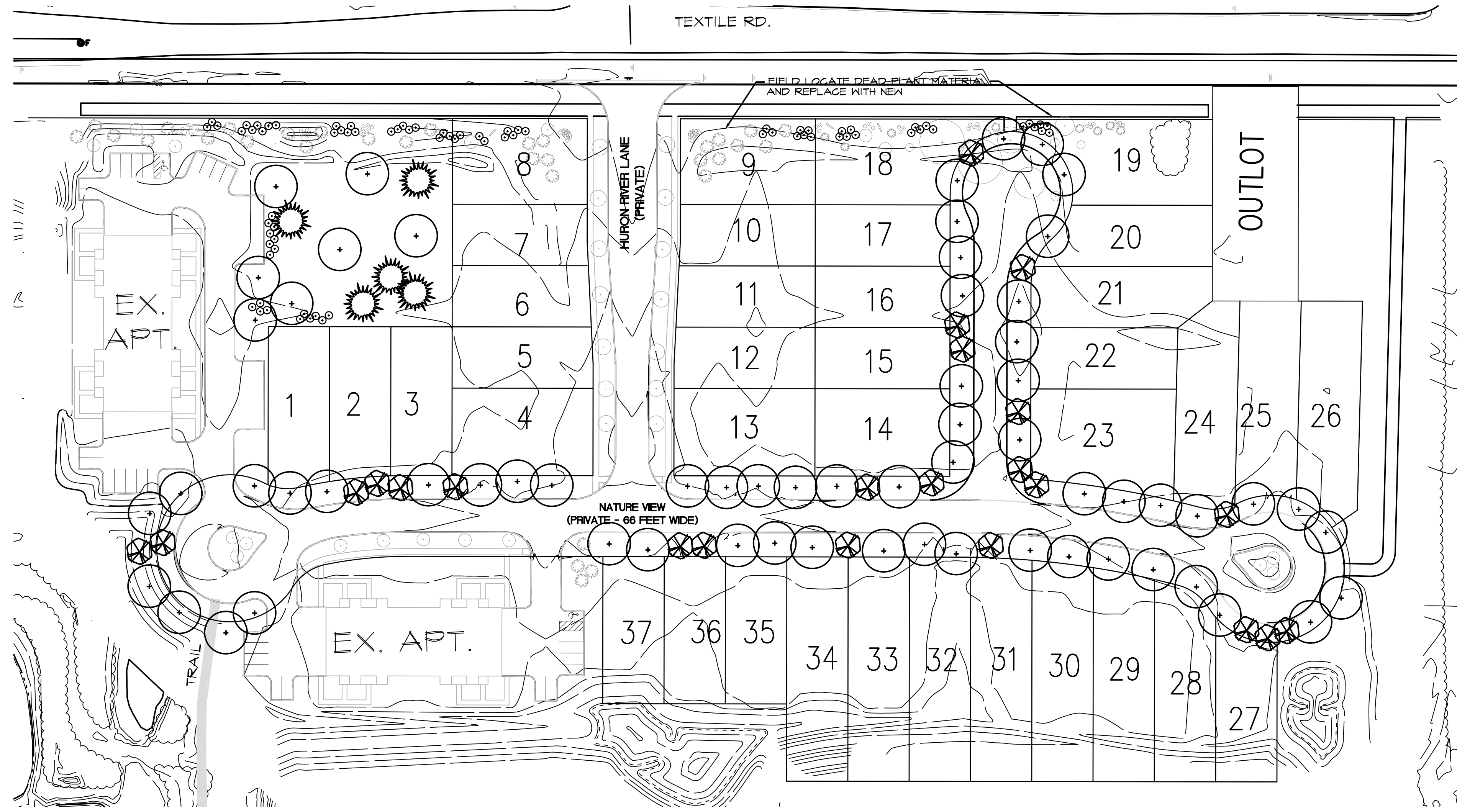
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File: prelim-SR.J.dwg

L-1

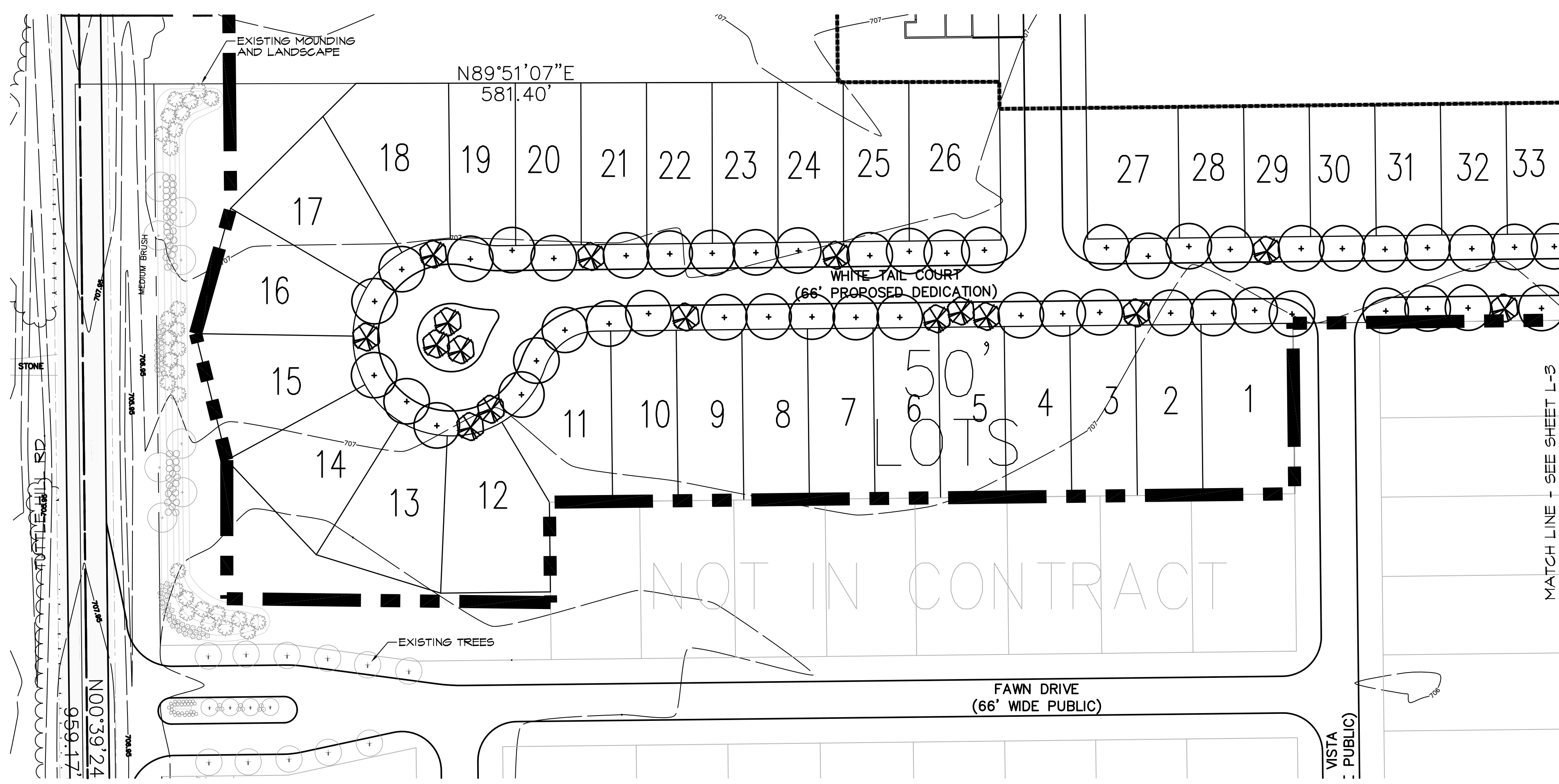
Sheet 1 of 4
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OVERALL PRELIMINARY MASTER LANDSCAPE PLAN
SCALE: 1"=200'





PRELIMINARY LANDSCAPE PLAN - NORTH
SCALE: 1"=60'



PRELIMINARY LANDSCAPE PLAN - WEST
SCALE: 1"=60'

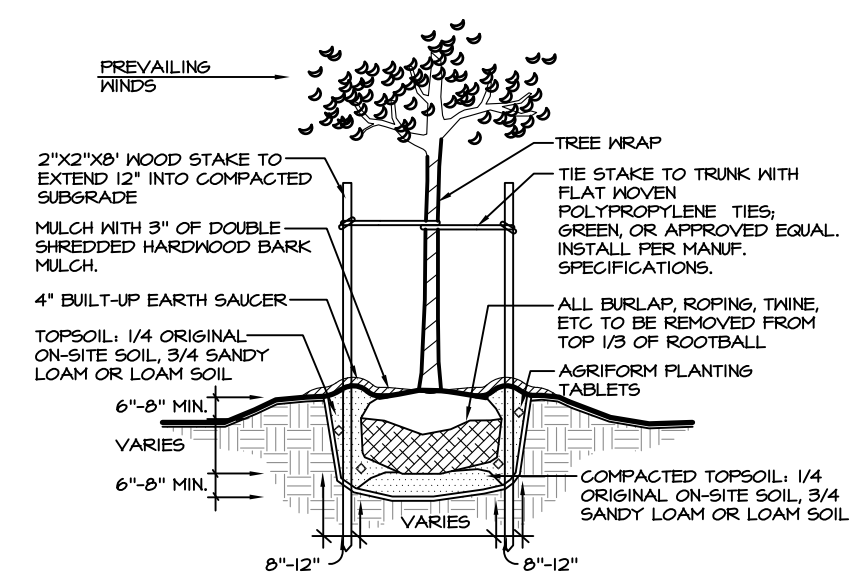
PLANTING LEGEND

- SHADE TREES - 2-1/2' cal.
-MAPLE
-OAK
-ELM
- STREET TREES - 2-1/2' cal.
-CLEVELAND SELECT PEAR
-THORNLESS HONEYLOCUST
-ELM
- ⊗ ORNAMENTAL TREES - 2' cal.
-CRABAPPLE
-BIRCH
-MAGNOLIA
- ⊗ EVERGREEN TREES - 8' ht.
-SPRUCE
-PINE
-FIR
- ⊗ LARGE DECIDUOUS SHRUBS - 6' ht.
-VIBURNUM
-BURNING BUSH
-LILAC
- ⊗ SMALL DECIDUOUS SHRUBS - 18" ht.
-SPIREA
-TEA
-ROSES

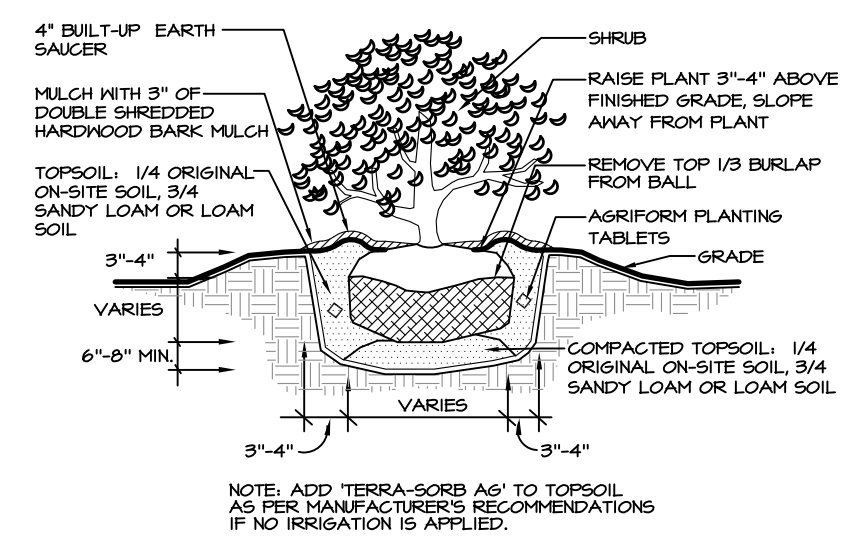
NOTE:
1. ALL AREAS DISTURBED BY CONSTRUCTION, WILL BE SEEDDED WITH A FIVE-WAY BLEND OF FESCUE.

EXISTING PLANT LEGEND

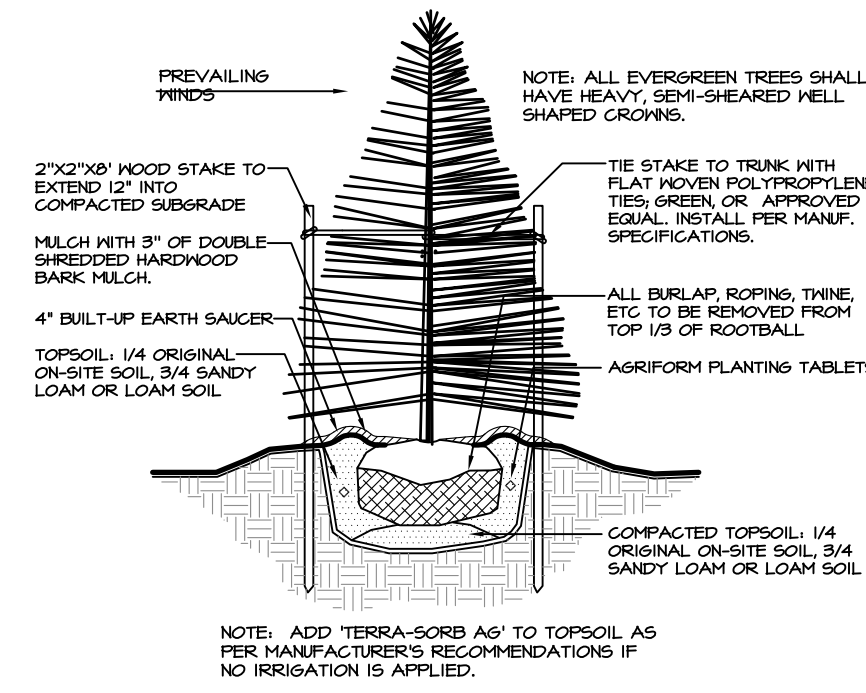
- HONEYLOCUST
- LINDEN
- OAK
- SUGAR MAPLE
- HONEYLOCUST
- GINKGO
- RED MAPLE
- WASHINGTON HANHTHORN
- FIR
- SPRUCE
- JUNIPER
- DOGWOOD
- CHOKECHERRY
- HOLLY
- DAY LILY
- PRAIRIE DROPSSEED



1 TREE PLANTING
L-2 NOT TO SCALE



2 SHRUB PLANTING
L-2 NOT TO SCALE



3 EVERGREEN PLANTING
L-2 NOT TO SCALE



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PRELIMINARY MASTER LANDSCAPE PLAN

MAJESTIC LAKES

Ypsilanti Twp., MI
SR Jacobson Companies
32400 Telegraph Road, Suite 100 Bingham Farms, MI 48025

Date	Notes
09-11-14	DRWN EAD

Job No: 14057
File: prelim-SR.J.dwg

L-2

SECTION 02900 - LANDSCAPING

PART 1 - GENERAL

- A. DESCRIPTION:**
1. Work Included:
Planting required for this Work is indicated on the Drawings and, in general, includes the planting and other ground cover throughout the Work.
- B. QUALITY ASSURANCE:**
1. Qualifications of workmen:
Provide at least one person who shall be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with the type of materials being installed and the best methods for their installation and who shall direct all work performed under this Section.
 2. Codes, Regulations and Standards:
a. All plants and planting material shall meet or exceed the Specifications of Federal, State and County laws requiring inspection for plant disease and insect control.
Quality and Size:
(1) General:
Quality and size shall conform with the current edition of "Horticultural Standards" for number one grade nursery stock as adopted by the American Association of Nurserymen.
(2) Deciduous Trees:
Trees will measure in units of average height in feet above the ground or of an average caliper at a point 6 inches above the ground.
(3) Evergreen Trees:
Trees will measure in units of an average height in feet above the ground.
(4) Plant stock:
Each ball shall be of sufficient size to insure successful fibrous feeding roots necessary to insure successful recovery and development of the plant.
c. Topsoil shall conform with ASTM D 5268-92.

- C. SUBMITTALS:**
1. Material List:
Within 35 days after award of Contract, and before any planting materials are delivered to the job site, submit to the Architect a complete list of nurseries where plants are to be obtained and other types proposed to be installed.
a. Include complete data on source, size and quality.
b. Demonstrate complete conformance with the requirements of this Section.
c. This shall in no way be construed as permitting substitutions for specific items described in the Drawings or these Specifications unless the substitution has been approved in advance by the Architect.
 2. Certificates:
a. All certificates required by law shall accompany shipments.
b. Upon completion of the installation, deliver all certificates to the Architect.
c. Approval of plants at source does not alter right of rejection at project site.
- D. PRODUCT HANDLING:**
1. Delivery:
a. Balled and Burlapped Stock:
Cores should be taken at all times as to not damage the bark or branches. Plants shall be lifted and handled from the bottom of the ball as much as possible in order to prevent damage to the plant.
b. Plant stock to be delivered in B & B shall be moved with a compact natural ball of earth so firmly wrapped in burlap, that upon delivery the soil in the ball is still firm and compact about the small feeding roots.
2. Temporary Storage and Protection:
a. Protect plants at all times from sun or drying winds.
b. Plants that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wood chips, straw or other acceptable material, and shall be kept well watered.
3. Replacements:
In the event of damage, immediately make all repairs and replacements necessary for the approval of the architect and at no additional expense to the Owner.

PART 2 - PRODUCTS

- A. MATERIALS:**
1. Topsoil/Planting Mix:
a. Lawn Areas:
Use on-site stockpiled topsoil. If the quantity of on-site topsoil stockpiled is insufficient to complete the work, provide imported topsoil.
b. Planting Beds:
Use imported topsoil. Contractor to obtain rights and pay all costs for imported topsoil material. Topsoil shall meet the following requirements:
(1) Shall be free from admixture of subsoil, heavy clay, coarse sand, stone, plants roots, sticks, and other foreign material.
(2) Shall be classified in the "Loam" portion of the U.S.D.A. Soil Textural Triangle. For topsoil to be classified as "Loam," that fraction passing through a #10 sieve shall meet the following mechanical analysis:
(a) 8 to 25% clay (less than 0.002 mm particle size).
(b) 30 to 55% sand (2.0 to 0.05 mm particle size).
(c) 30 to 50% silt (0.05 mm to .002 mm particle size).
(3) Contain neither less than 8%, nor more than 20% organic matter as determined by loss on ignition of samples oven-dried to constant weight at 212 degrees F.
(4) Have a pH level of between 6.2 and 6.8.
(5) All topsoil shall be screened through a 1-1/4" screen.
(6) Submit an analysis of proposed topsoil. Topsoil shall be acceptable to Landscape Architect and Soils Testing Firm.
 2. Seed:
Seed shall be 5 Way Blend Perennial Ryegrass, composed of 20% Apple GL Perennial Ryegrass, 20% Perennial Ryegrass, 20% Fiesta 4 Perennial Ryegrass, 20% Amazing 65 Perennial Ryegrass, 20% Protege GLR Perennial Ryegrass.
3. Sod (if specified on the drawings):
Sod shall be a mixture of disease resistant Kentucky Bluegrass soil grown sod. Provide well-rooted, healthy sod, free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material; viable and capable of growth and development when planted.
4. Lime:
Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such a fineness that 50% will pass through a 200-mesh sieve and 90% will pass through a 400-mesh sieve.
5. Fertilizer For Lawns:
Fertilizer shall be 12-12-12, uniform in composition, free flowing and suitable for application with approved equipment delivered to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State Fertilizer Law, and bearing the name, trade name or trademark, and warranty of the producer.
6. Plants:
a. Trees, shrubs, and herbaceous plants:
(1) All trees, shrubs and herbaceous plants, deciduous plants or evergreens shall be sound, healthy, vigorous, first class, freshly dug, nursery grown in a climate similar to or more severe than Ohio.
(2) All plant material shall be free of insects, their eggs, and larvae.
(3) Plants shall be free of mechanical or cultural injury by rodents, and free of noticeable after effects of insecticides (fumigants).
(4) Plants shall be true to scientific names. The names used are those of "Standardized Plant Names".
7. Soil Amendments:
"Soil Moist" granular soil moisturizer Polymer Product or equal, as manufactured and distributed by JRM Chemical Inc., Cleveland, Ohio, (216-475-8488), or equal.
8. Mulch:
All mulch shall be double shredded, hardwood bark, dark brown in color.
9. Fertilizer For Plantings:
Fertilizer shall be 20-10-5 Agriform Planting tablets or equal manufactured by Sierra Chemical Company, 1408-263-8080 or equal and suitable for application with approved equipment. Deliver to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State Fertilizer Law, and bearing the name, trade name or trademark, and warranty of the producer.
10. Wood Cellulose Fiber Mulch:
Degradable green dyed wood cellulose fiber or 100% recycled long fiber pulp, free from weeds or other foreign matter toxic to seed germination and suitable for hydromulching.

11. Tackifier: Liquid concentrate diluted with water forming a transparent 3-dimensional film like crust permeable to water and air and containing no agents toxic to seed germination.
12. Erosion Control Blanket: S-75 by North American Green as distributed by Meredith Brothers, Phone: (614) 258-4941 or equal.
13. Anti-Desiccant: Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.
14. Herbicide: Round up, or Kleenup or equal.
15. Wrapping: Tree-wrap tape not less than four inches (4") wide, designed to prevent bore damage and winter freezing.
16. Stakes and Guyes: Provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knot holes and other defects. Provide wire ties and guyes of 2-strand, twisted, pliable galvanized iron wire not lighter than 12 ga. with zinc-coated turnbuckles. Provide not less than one-half inch (1/2") diameter rubber or plastic hose cut to required lengths and of uniform color, material and size to protect tree trunks from damage by wire.
17. Soil Separator: Shall be non-noven, water-permeable polyester geotextile, manufactured as a landscaping product.
18. Weed mat: Provide 41 oz., woven polypropylene, needle-punched fabric, weed barrier.

PART 3 - EXECUTION

- A. SURFACE CONDITIONS:**
1. Inspection:
Prior to all work in this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
 2. Discrepancies:
a. In the event of any discrepancies, immediately notify the Architect.
b. Do not proceed with the work in areas of discrepancy until all such discrepancies have been fully resolved.
- B. LAYOUT:**
Shrubs and trees shall be installed within 1'-0" and groundcover shall be installed within 6" of plant location shown on plan.
- C. LAWN:**
1. General:
a. Planting season:
(1) Fall: August 15 to October 15
(2) Spring: From time ground is workable to July, unless irrigation is provided.
b. All areas not required to be developed otherwise shall be planted in grass.
c. Sod or seed as designated on plan and any areas disturbed by construction.
2. Finished grading:
a. All depressions or settled areas shall be corrected. All stones over one inch (1") in size, gravel, weeds, sticks, and rubbish shall be removed.
b. Scarify subgrade to a depth of 3" where topsoil is scheduled, and in areas where equipment has compacted subsoil.
c. Distribute topsoil to a two inch (2") minimum depth. Provide imported topsoil material as specified.
d. Manually spread topsoil around trees, plants and buildings to prevent damage.
e. Areas to be sodded or seeded shall be brought to a smooth finished grade.
f. Lightly compact placed topsoil.
g. Remove surplus topsoil from site.
3. Soil preparation:
a. Lime:
Where lime is required, after testing, it shall be applied at the rate of 50 pounds to 1,000 square feet and raked in.
4. Fertilizing:
Fertilizer shall be applied at the rate of 15 pounds to 1,000 sq. ft. and raked in.
5. Sodding:
a. Limit preparation to areas which will be immediately sodded.
b. Loosen topsoil of lawn areas to minimum of 2". Remove stones over 1" in any dimension and sticks, roots, rubbish, and extraneous matter.
c. Remove all weeds from area.
d. Grade lawn areas to smooth, free draining and even surface with a loose, uniformly fine texture. Roll and rake; remove ridges and fill depressions as required to drain.
e. Rake in a light application of 12-12-12 fertilizer at a rate of 5 lb. per 1,000 S.F. before laying sod.
f. Dampen dry soil prior to sodding.
g. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to sodding.
h. Lay sod to form a solid mat with tightly-filled joints. Butt ends and sides of sod strips. Do not overlap edges. Stagger strips to offset joints in adjacent rows. Remove excess sod to avoid smothering of adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains, and seeded areas.
i. Do not lay dormant sod or install sod on saturated or frozen soil.
j. Install initial row of sod in a straight line beginning at bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and lightly against previously installed row.
k. Water sod thoroughly with a fine spray immediately after laying.
l. Roll with light lawn roller to ensure contact with sub-grade.
6. Seeding:
a. Seed areas as follows:
(1) Remove all weeds from area to be seeded.
(2) After topsoil has been spread, thoroughly disc all areas. Remove all stones and lumps mechanically. Then spread evenly and work into the topsoil, 12-12-12 fertilizer at a rate of fifteen pounds (15) per 1,000 square feet.
(3) Then sow evenly the grass seed mixture at a rate of five pounds per 1,000 square feet.
(4) Cover the seeded area with a 1-1/2" thick layer of non-compacted straw or other approved means.
b. Maintain watering (between July and September) and protection of the seeded area as needed until a full stand of grass is established and accepted by the Owner's Representative or Field Inspector.
c. Seed all areas disturbed by construction.
7. Hydros seeding
Use a Hydromulcher (sprayer) and apply mixture(s) at the following rates. Mix in accordance with manufacturer's recommendations.
a. Seed: 260 lbs./acre
b. Fertilizer: 435 lbs./acre
c. Tackifier: 45 lbs./acre
d. Wood cellulose fiber mulch: 1500 lbs./acre of straw mulch: 2-1/2 tons/acre
e. Limestone: Rate determined by soil test.
- D. PLANTING**
1. General:
a. All plantings shall be done between the dates of March 1 and June 1 or September 1 and November 1. All other plantings to be done between the dates of June 2nd and August 31 to be Well Proofed (or equal) and a watering schedule shall be maintained by the Contractor until acceptance by Owner.
b. Plant areas: Plant areas are pits or pockets for trees, shrubs and groundcovers where indicated on the Drawings.
c. Topsoil for planting operations shall be furnished by the Contractor.
d. The depth of planting areas is the depth below the finished grade.
e. Provide positive drainage away from all buildings and around or away from planting beds to prevent ponding of water. Do NOT raise bed grades or finished grades above finished floor elevations.
2. Shrubs:
a. General:
(1) Planting areas shall have a soil mixture at a 6" depth minimum.
(2) On the bottom of all plant areas, add and lightly tamp a layer of planting soil mixture at least six inches (6") thick or as much as is necessary so that the ball or roots will rest thereon when the plant is set to the required grade.
(3) Set all plants so that when they are settled they will bear the same relation to the required grade as they bore to the natural grade before being transplanted. Make adjustment of position where necessary or as directed.

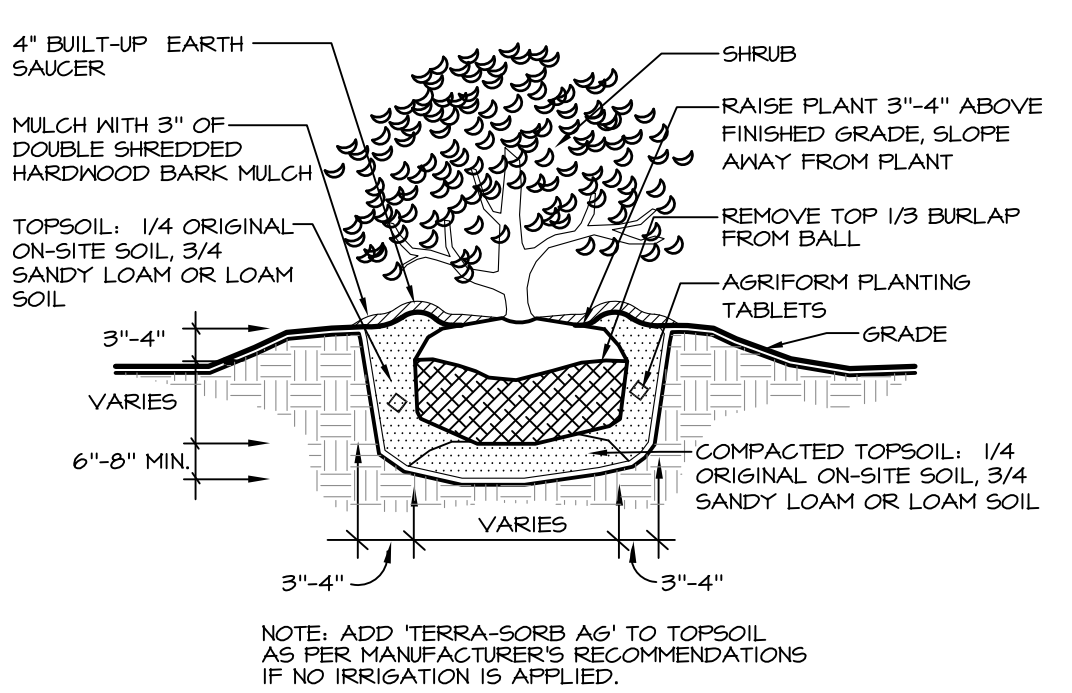
- (4) Plant in topsoil in the center of the pit unless otherwise specified or shown on the Drawings. Remove all non-treated or non-rat proofed burlap, ropes, staves, etc., off sides and tops of balls and remove from the pit before it is filled in. Completely remove all treated or polypropylene burlap or ropes from planting pits.
(5) Do not mat roots of bare-rooted plants together, but arrange in their natural state and work topsoil in among them. Use no soil in a frozen or muddy condition for backfilling. Do not fill around trunks or stems. Properly cut off all broken or frayed roots.
- b. Shrub pits:
(1) Dig and prepare shrub pits or beds prior to planting to a minimum depth of 6".
(2) Width of the pits - at least 2 feet greater in diameter than their ball of earth or spread of roots.
(3) Add 21 gram Agriform planting tablets or equal, to planting pit, manufactured by Sierra Chemical Co. (1-408-263-8080) or equal. Backfill planting pit halfway with planting soil mixture and place tablet beside rootball about 1" from root tips. Do not place in bottom of hole. Follow manufacturer's recommended application rates for size of plant installed.
(4) Set shrubs so as to allow sufficient depth. Properly set the crown of plant at the finished surface of the bed.
(5) Backfill topsoil about the roots and thoroughly settle by watering. Form a mound of earth around each shrub so as to produce a shallow saucer.
(6) Edge the bed in a neat line as directed and make sure an even 6" layer of topsoil remains over entire area.
(7) Dress all beds with a uniform 3" layer of finely shredded hardwood bark.
(8) If an irrigation system is NOT installed as part of the project, add Terra Ag' soil moisturizer granules to the soil mix, per manufacturer's recommended application.
3. Trees:
a. Tree pits:
(1) Depth of the pits-deep enough as is necessary to accommodate the ball or roots and to permit the required preparation of the bottom of the pit so that when the tree is settled in the pit, it will not be necessary to raise or lower the tree.
(2) Width of the pits - 2 feet greater in diameter than their ball of earth or spread of roots.
(3) Plant tree in topsoil in the center of the pit unless otherwise specified or shown on the Drawings. Remove all non-treated or non-rat proofed burlap, ropes, staves, etc., off sides and tops of balls and remove from the pit before it is filled in. Completely remove all treated or polypropylene burlap or ropes from planting pits.
(4) If an irrigation system is NOT installed as part of the project, add Terra Sorb Ag' soil moisturizer granules to the soil mix, per manufacturer's recommended application.
b. Fertilizer:
(1) When the tree has been properly set, backfill tree pit halfway and place fertilizer planting tablet beside rootball about 1" from root tips. Do not place in bottom of hole. Use one 21 gram tablet (20-10-5) for each 1/2" cal. or each foot of height or spread. Backfill tree pit the rest of the way with planting soil mixture.
(2) Thoroughly tamp and water during and after backfilling.
c. All trees are to be wrapped and staked. Protect the bark from the girdling wire with a length of hose or any other material approved by the Architect.
d. Dress all beds with a uniform 3" layer of finely shredded hardwood bark.
4. Ground Cover:
a. All ground cover beds shall have a minimum depth of 6" of topsoil.
b. Dress all beds with a uniform 3" layer of finely shredded hardwood bark.
5. Annals:
a. All annual planting beds shall have a minimum of 10" of "annual bed mix".
b. "Annual bed mix" shall be processed shredded topsoil with organic compost and fine silica gravel for annals.
c. Mulch with 1" of compost mulch or treat soil with a granular pre-emergence herbicide suitable for annual plantings.
6. Pruning:
a. Fine all new trees and shrubs in accordance with acceptable standard practices. All cuts over one inch in diameter shall be treated with an approved tree paint. In the same manner, prune existing trees which are to remain if indicated on the landscape plan.
7. Protection:
a. Protect all plant areas and plants from damage. If any plants are injured, treat and replace as required. Excuse no work in or over prepared plant areas, or adjacent to planting without proper safeguards and protection.
b. Maintenance During Installation:
(1) Maintain immediately following the accomplishment of planting operations of any plant unit.
(2) Spray foliage with water, where required, during the evening after sundown or otherwise as directed. Keep all plantings in a healthy, growing condition by watering, weeding, cultivating, pruning, spraying, trimming and by performing any other necessary operations of maintenance.
c. The Contractor shall be responsible for continued proper care of the lawn areas during the period when the grass is becoming established. The period of maintenance for all lawn area shall extend for sixty (60) days with two (2) mowings required or as long as necessary to establish over the entire lawn areas a uniform stand of grasses as specified, free of weeds and undesirable grasses. After the required maintenance period and upon acceptance of lawn area by the Architect, the Owner will assume maintenance responsibility.
d. Mowing: The lawn seeded area shall be mowed with approved mowing equipment to a height of two inches (2") whenever the average height of grass becomes three inches (3"). If weeds or other undesirable vegetation threaten to smother the planted species, such vegetation shall be mowed, or in the case of exceedingly rank growths, be uprooted, raked and removed from the area.
e. Refertilizing: Areas needing refertilization will be designated by the Architect at least fifteen (15) days prior to the time that the application is required. The fertilizer shall be distributed on the seeded area between August 15 and October 15, during a period of two to six days. The fertilizer shall be 10-5-5 grade and shall be applied uniformly at the rate of ten (10) pounds per one thousand (1,000) square feet. Physical condition, packaging and marking of the fertilizer shall be as specified for original seeding.
f. Reseeding: Areas that require reseeding will be designated by the Architect at least fifteen (15) days prior to the period specified for reseeding. Reseeding shall be with the seed specified therein before and shall be drilled at four (4) pounds per one thousand (1,000) square feet in a manner which will cause a minimum of disturbance to the existing stand of grass, and at an angle of not less than fifteen (15) degrees from the direction of the rows of prior seeding.
g. Lawns shall be protected against damage, including erosion and washouts. Damaged areas shall be promptly replanted. Use erosion netting as required.
h. The contractor is responsible to clean the site of all mulching materials and other debris prior to the final inspection.
8. Final Inspection: Inspection of work for lawns will be made after the second cutting; written notice requesting inspection shall be submitted at least ten (10) days prior to anticipated date.
9. Acceptance: Final inspection shall determine acceptance or non-acceptance of lawn areas. Acceptance indicates a complete cover of grasses in all lawn areas, which have been maintained by weeding, reseeding and refertilizing as necessary, watering and mowing as stated above and appears to be in a potential healthy state with weeds, rocks, stones and debris removed and all erosion or ruts repaired. Lawns not maintained or appearing as stated herein shall be unacceptable and shall be reworked as necessary until desired results are obtained.
k. Maintain trees, shrubs and other plants until final acceptance, but in no case less than 60 days after substantial completion of planting.
10. Maintenance:
a. Maintain trees, shrubs and other plants by pruning, cultivating, watering and weeding as required for healthy growth. Restore planting stumps. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.

E. CLEAN-UP

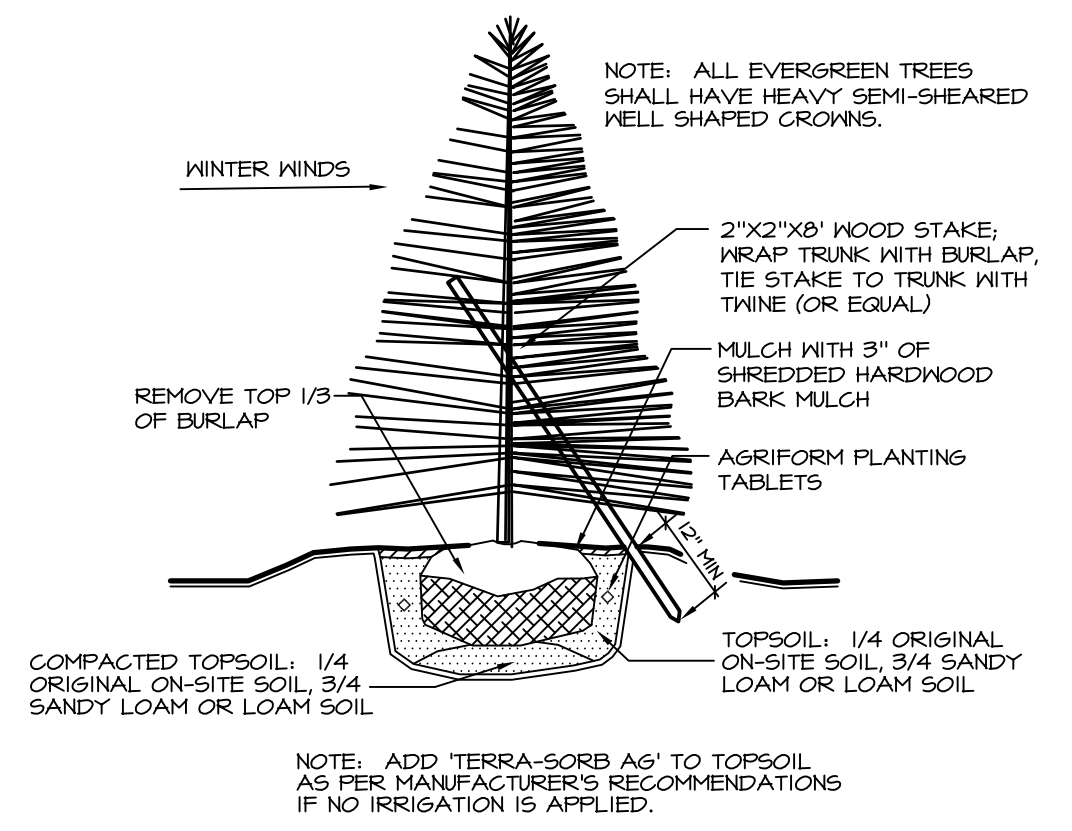
1. Upon completion of the planting, all excess soil, stones and debris which has not previously been cleaned up shall be removed from the site or disposed of as directed by the Architect.
2. Any soil, manure, peat, or similar material which has been brought onto paved areas by hauling operations or otherwise shall be removed promptly, keeping these areas clean at all times.
3. Protect landscape work and materials from damage due to landscape operations, operations by other contractors, trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

F. ACCEPTANCE

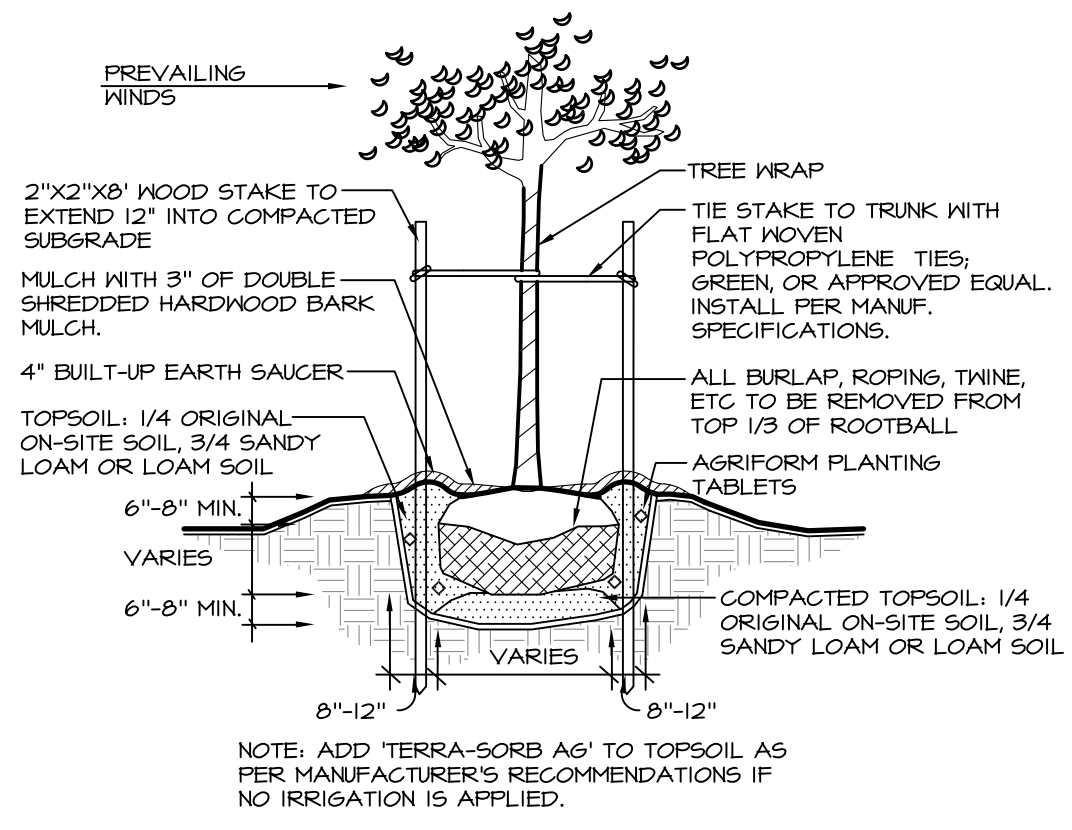
1. Final Inspection:
a. Inspection:
At the conclusion of the contract work, (exclusive of maintenance and replacement) one inspection will be made by the Architect. Written notice to the Architect requesting such an inspection shall be submitted by the Contractor at least ten days prior to the anticipated date.
b. The purpose of this inspection will be to determine whether or not the Contractor has completed all the work of the contract.
c. The condition of the lawns and shrubs will be noted and a determination will be made by the Architect whether maintenance shall continue in any part as specified under "Maintenance During Installation".
2. Acceptance Inspection:
a. At the conclusion of the maintenance during installation period, an inspection will be made by the Architect. Written notice requesting the inspection shall be submitted by the Contractor at least 10 days prior to the anticipated date.
b. The purpose of the inspection shall be for the acceptance of the contract work including maintenance during installation, but exclusive of replacements.
c. After the inspection of the Architect, the Contractor shall be notified in writing of acceptance of the work. If there are any deficiencies in the maintenance, during installation, the Contractor will be notified of these deficiencies in writing by the Architect, and the work shall be subject to reinspection before acceptance.
3. Guarantee Period:
a. Guarantee period shall begin at the issuance of the Certificate of Completion and shall end exactly one year from that date.
b. At the conclusion of the guarantee period, a final inspection of the work will be made to determine the condition of the plant material. All plant material not in a healthy or 40% defoliated growing condition will be noted.
c. Remove the material so noted from the site at the direction of the Architect and replace during the following planting season with the materials of like kind and size, and in a manner specified for the original planting at no extra cost.
d. Guarantee period also applies to replaced material.



1 SHRUB PLANTING
L-3 NOT TO SCALE



2 EVERGREEN PLANTING
L-3 NOT TO SCALE



3 TREE PLANTING
L-3 NOT TO SCALE



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Landscape Architecture • Land Planning
549 E. Washington Street • Chagrin Falls, OH 44022
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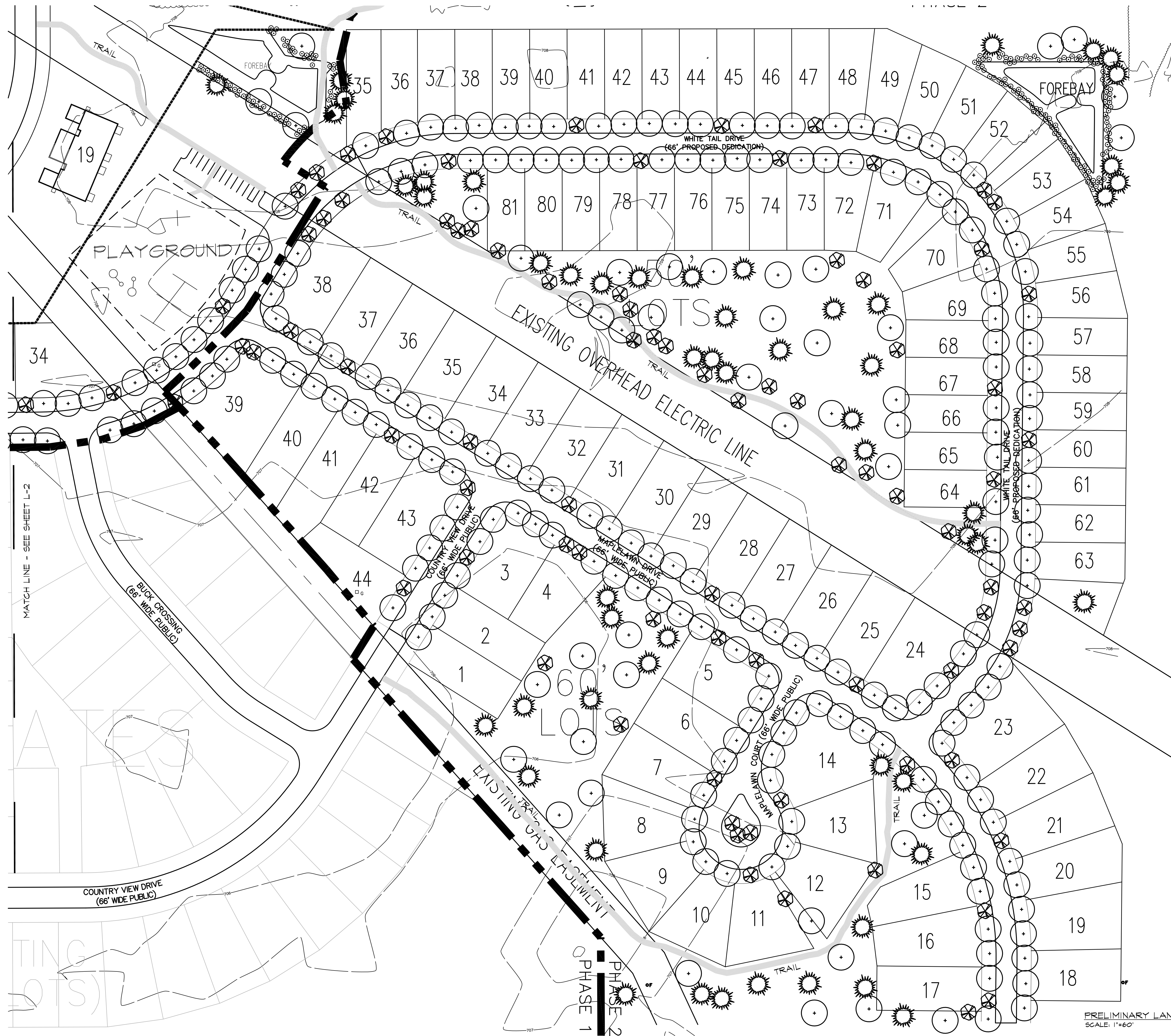


PRELIMINARY LANDSCAPE SPECIFICATIONS
NAUTICA POINTE
TUTTLE HILL ROAD, YPSILANTI TWP., MICHIGAN
REDWOOD ACQUISITIONS, LLC
23775 COMMERCE PARK DRIVE, SUITE 7, BEACHWOOD, OH 44122

Date	Notes
04-11-14	DRWN DJB

Job No: 14047
File: prelim plan.dwg

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PLANTING LEGEND

- SHADE TREES - 2-1/2" cal.
-MAPLE
-OAK
-ELM
- STREET TREES - 2-1/2" cal.
-CLEVELAND SELECT PEAR
-THORNLESS HONEYLOCUST
-ELM
- ⊗ ORNAMENTAL TREES - 2" cal.
-GRABAPPLE
-BIRCH
-MAGNOLIA
- ⊗ EVERGREEN TREES - 8' ht.
-SPRUCE
-PINE
-FIR
- ⊗ LARGE DECIDUOUS SHRUBS - 6' ht.
-VIBURNUM
-BURNING BUSH
-LILAC
- ⊗ SMALL DECIDUOUS SHRUBS - 18" ht.
-SPREA
-ITEA
-ROSES

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



CAWRSE & ASSOCIATES, INC.
Landscape Architecture • Land Planning
549 E. Washington Street • Chagrin Falls, OH 44022
440-247-7003/fax 440-247-7143



PRELIMINARY MASTER LANDSCAPE PLAN
MAJESTIC LAKES
Ypsilanti Twp., MI
SR Jacobson Companies
32400 Telegraph Road, Suite 100 Bingham Farms, MI 48025

Date	Notes
09-11-14	DRWN EAD

Job No: 14057
File: prelm-SR.L.dwg

L-3

Sheet 3 of 4
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PRELIMINARY LANDSCAPE PLAN - EAST
SCALE: 1"=60'



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SECTION 02900 - LANDSCAPING

PART 1 - GENERAL

A. DESCRIPTION:

- 1. Work Included: Planting required for this Work as indicated on the Drawings and, in general, includes the planting and other ground cover throughout the Work.

B. QUALITY ASSURANCE:

- 1. Qualifications of workmen: Provide at least one person who shall be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with the type of materials being installed and the best methods for their installation and who shall direct all work performed under this Section.
2. Codes, Regulations and Standards: a. All plants and planting material shall meet or exceed the Specifications of Federal, State and County laws requiring inspection for plant disease and insect control.
Quality and Size: (1) General: Quality and size shall conform with the current edition of "Horticultural Standards" for number one grade nursery stock as adopted by the American Association of Nurserymen.
(2) Deciduous Trees: Trees will measure in units of average height in feet above the ground or of an average caliper at a point 6 inches above the ground.
(3) Evergreen Trees: Trees will measure in units of an average height in feet above the ground.
(4) Plant stock: Each ball shall be of sufficient size to insure successful fibrous feeding roots necessary to insure successful recovery and development of the plant.
c. Topsoil shall conform with ASTM D 5268-92.

C. SUBMITTALS:

- 1. Material List: Within 35 days after award of Contract, and before any planting materials are delivered to the job site, submit to the Architect a complete list of nurseries where plants are to be obtained and other types proposed to be installed.
a. Include complete data on source, size and quality.
b. Demonstrate complete conformance with the requirements of this Section.
c. This shall in no way be construed as permitting substitutions for specific items described in the Drawings or these Specifications unless the substitution has been approved in advance by the Architect.
2. Certificates: a. All certificates required by law shall accompany shipments.
b. Upon completion of the installation, deliver all certificates to the Architect.
3. Approval of plants at source does not alter right of rejection at project site.

D. PRODUCT HANDLING:

- 1. Delivery: a. Balled and Burlapped Stock: Care should be taken at all times as to not damage the bark or branches. Plants shall be lifted and handled from the bottom of the ball as much as possible in order to prevent damage to the plant.
b. Plant stock to be delivered in B & B shall be moved with a compact natural ball of earth so firmly wrapped in burlap, that upon delivery the soil in the ball is still firm and compact about the small feeding roots.
2. Temporary Storage and Protection: a. Protect plants at all times from sun or drying winds.
b. Plants that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wood chips, straw or other acceptable material, and shall be kept well watered.
3. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the architect and at no additional expense to the Owner.

PART 2 - PRODUCTS

A. MATERIALS:

- 1. Topsoil/Planting Mix: a. Lawn Areas: Use on-site stockpiled topsoil. If the quantity of on-site topsoil stockpiled is insufficient to complete the work, provide imported topsoil.
b. Planting Beds: Use imported topsoil. Contractor to obtain rights and pay all costs for imported topsoil material. Topsoil shall meet the following requirements:
(1) Shall be free from admixture of subsoil, heavy clay, coarse sand, stones, plants, sticks, and other foreign material.
(2) Shall be classified in the "Loam" portion of the U.S.D.A. Soil Textural Triangle. For topsoil to be classified as "Loam", that fraction passing through a #10 sieve shall meet the following mechanical analysis:
(a) 8 to 25% clay (less than .0002 mm particle size).
(b) 30 to 55% sand (.20 to .005 mm particle size)
(c) 30 to 50% silt (.005 mm to .002 mm particle size).
(3) Contain neither less than 8%, nor more than 20%, organic matter as determined by loss on ignition of samples oven-dried to constant weight at 212 degrees F.
(4) Have a pH level of between 6.2 and 6.8.
(5) All topsoil shall be screened through a 1-1/4" screen.
(6) Submit an analysis of proposed topsoil. Topsoil shall be acceptable to Landscape Architect and Soils Testing Firm.
2. Seed: Seed shall be 5 Way Blend Perennial Rye Grass, composed of 20% Apple GL Perennial Rye, 20% HomeRun Perennial Rye, 20% Fiesta 4 Perennial Rye, 20% Amazing 65 Perennial Rye, 20% Protege GLR Perennial Rye.
3. Sod (if specified on the drawings): Sod shall be a mixture of disease resistant Kentucky Bluegrass soil grown sod. Provide well-rooted, healthy sod, free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material; viable and capable of growth and development when planted.
4. Lime: Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such a fineness that 50% will pass through a 200-mesh sieve and 90% will pass through a 400-mesh sieve.
5. Fertilizer For Lawns: Fertilizer shall be 12-12-12, uniform in composition, free flowing and suitable for application with approved equipment delivered to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State Fertilizer Law, and bearing the name, trade name or trademark, and warranty of the producer.
6. Plants: a. Trees, shrubs, and herbaceous plants:
(1) All trees, shrubs and herbaceous plants, deciduous plants or evergreens shall be sound, healthy, vigorous, first-class, freshly dug, nursery grown in a climate similar to or more severe than Ohio.
(2) All plant material shall be free of insects, their eggs, and larvae.
(3) Plants shall be free of mechanical or cultural injury by rodents, and free of noticeable other effects of insects (borers).
(4) Plants shall be true to scientific names. The names used are those of "Standardized Plant Names".
7. Soil Amendments: "Soil Moist" granular soil moisturizer Polymer Product or equal, as manufactured and distributed by JRM Chemical Inc., Cleveland, Ohio, (216-475-9488), or equal.
8. Mulch: All mulch shall be double shredded, hardwood bark, dark brown in color.
9. Fertilizer For Plantings: Fertilizer shall be 20-10-5 Agriform Planting tablets or equal manufactured by Sierra Chemical Company, 1-408-263-8080 or equal and suitable for application with approved equipment. Deliver to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State Fertilizer Law, and bearing the name, trade name or trademark, and warranty of the producer.
10. Wood Cellulose Fiber Mulch: Degradable green dyed wood cellulose fiber or 100% recycled long fiber pulp, free from weeds or other foreign material toxic to seed germination and suitable for hydromulching.

- 11. Tackifier: Liquid concentrate diluted with water forming a transparent 3-dimensional film like crust permeable to water and air and containing no agents toxic to seed germination.
12. Erosion Control Blanket: 5-75 by North American Green as distributed by Meredith Brothers, Phone: (614) 258-4491 or equal.
13. Anti-Desiccant: Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's fully-identified containers and mix in accordance with manufacturer's instructions.
14. Herbicide: Round up, or Kleenup or equal.
15. Wrapping: Three-wrap tape not less than four inches (4") wide, designed to prevent bore damage and winter freezing.
16. Stakes and Gags: Provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knot holes and other defects. Provide wire ties and gags of 2-strand, twisted, pliable galvanized iron wire not lighter than 12 ga. with zinc-coated turnbuckles. Provide not less than one-half inch (1/2") diameter rubber or plastic hose, cut to required lengths and of uniform color, material and size to protect tree trunks from damage by wire.
17. Soil Separator: Shall be non-noven, water-permeable polyester geotextile, manufactured as a landscaping product.
18. Weed mat: Provide 4.1 oz. noven polypropylene, needle-punched fabric, weed barrier.

PART 3 - EXECUTION

A. SURFACE CONDITIONS:

- 1. Inspection: Prior to all work in this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Discrepancies: In the event of any discrepancies, immediately notify the Architect. Do not proceed with the installation in the areas of discrepancy until all such discrepancies have been fully resolved.

B. LAYOUT:

- Shrubs and trees shall be installed within 1'-0" and groundcover shall be installed within 6" of plant location shown on plan.

C. LAWN:

- 1. General: a. Planting season:
(1) Fall: August 15 to October 15
(2) Spring: From time ground is workable to July, unless irrigation is provided.
b. All areas not required to be developed otherwise shall be planted in grass.
c. Sod or seed as designated on plan and any areas disturbed by construction.
2. Finished grading: a. All depressions or settled areas shall be corrected. All stones over one inch (1") in size, gravel, weeds, sticks, and rubbish shall be removed.
b. Scarify subgrade to a depth of 3" where topsoil is scheduled, and in areas where equipment has compacted subsoil.
c. Distribute topsoil to a two inch (2") minimum depth. Provide imported topsoil material as required.
d. Manually spread topsoil around trees, plants and buildings to prevent damage.
e. Areas to be sodded or seeded shall be brought to a smooth finished grade.
f. Lightly compact placed topsoil.
g. Remove surplus topsoil from site.
3. Soil preparation: a. Lime: Where lime is required, after testing, it shall be applied at the rate of 50 pounds to 1,000 square feet and raked in.
4. Fertilizing: Fertilizer shall be applied at the rate of 15 pounds to 1,000 sq. ft. and raked in.
5. Sodding: a. Lime preparation to areas which will be immediately sodded.
b. Loosen topsoil of lawn areas to minimum of 2". Remove stones over 1" in any dimension and sticks, roots, rubbish, and extraneous matter.
c. Remove all weeds from area.
d. Grade lawn areas to smooth, free draining and even surface with a loose, uniformly fine texture. Roll and rake; remove ridges and fill depressions as required to drain.
e. Rake in a light application of 12-12-12 fertilizer at a rate of 5 lb. per 1,000 SF. before laying sod.
f. Dampen dry soil prior to sodding.
g. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to sodding.
h. Lay sod to form a solid mass with tightly-fitted joints. Butt ends and sides of sod strips. Do not overlay edges. Stagger strips to offset joints in adjacent course. Remove excess sod to avoid smothering of adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains, and seeded areas.
i. Do not lay dormant sod or install sod on saturated or frozen soil.
j. Install initial row of sod in a straight line, beginning at bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and lightly against previously installed row.
k. Water sod thoroughly with a fine spray immediately after laying.
l. Roll with light lawn roller to ensure contact with sub-grade.
6. Seeding: a. Seed areas as follows:
(1) Remove all weeds from area to be seeded.
(2) After topsoil has been spread, thoroughly disc all areas. Remove all stones and lumps mechanically. Then spread evenly and work in the topsoil, 12-12-12 fertilizer at a rate of fifteen pounds (15#) per 1,000 square feet.
(3) Then sow evenly the grass seed mixture at a rate of five pounds per 1,000 square feet.
(4) Cover the seeded area with a 1-1/2" thick layer of non-compacted straw or other approved means.
b. Maintain watering (between July and September) and protection of the seeded area as needed until a full stand of grass is established and accepted by the Owner's Representative or Field Inspector.
c. Seed all areas disturbed by construction.
7. Hydroseeding: Use a Hydro-mulcher (sprayer) and apply mixture(s) at the following rates. Mix in accordance with manufacturer's recommendations.
a. Seed: 260 lbs/acre
b. Fertilizer: 455 lbs/acre
c. Tackifier: 45 lbs/acre
d. Wood cellulose fiber mulch: 1,500 lbs/acre of straw mulch. 2-1/2 tons/acre
e. Limestone: Rate determined by soil test.

D. PLANTING

- 1. General: a. All plantings shall be done between the dates of March 1 and June 1 or September 1 and November 1. All other plantings to be done between the dates of June 2nd and August 31 to be Well Protected (or equal) and a watering schedule shall be maintained by the Contractor until acceptance by Owner.
b. Plant areas: Plant areas are pits or pockets for trees, shrubs and groundcovers where indicated on the Drawings.
c. Topsoil for planting operations shall be furnished by the Contractor.
d. The depth of planting areas is the depth below the finished grade.
e. Provide positive drainage away from all buildings and around or away from planting beds to prevent ponding of water. Do NOT raise bed grades or finished grades above finished floor elevations.
2. Shrubs: a. General:
(1) Planting areas shall have a soil mixture at a 6" depth minimum.
(2) On the bottom of all plant areas, add and lightly tamp a layer of planting soil mixture at least six inches (6") thick or as much as is necessary so that the ball or roots will rest thereon when the plant is set to the required grade.
(3) Set all plants so that when they are settled they will bear the same relation to the required grade as they bore to the natural grade before being transplanted. Make adjustment of position where necessary or as directed.

- (4) Plant in topsoil in the center of the pit unless otherwise specified or shown on the Drawings. Remove all non-treated or non-rot proofed burlap, ropes, stakes, etc., off sides and tops of balls and remove from the pit before it is filled in. Completely remove all treated or polypropylene burlap or ropes from planting pits.
(5) Do not mat roots of bare-rooted plants together, but arrange in their natural state and work topsoil in among them. Use no soil in a frozen or muddy condition for backfilling. Do not fill around trunks or stems. Properly cut off all broken or frayed roots.

b. Shrub pits:

- (1) Dig and prepare shrub pits or beds prior to planting to a minimum depth of 6".
(2) Width of the pits - at least 2 feet greater in diameter than their ball of earth or spread of roots.
(3) Add 21 gram "Agriform" planting tablets or equal, to planting pit, manufactured by Sierra Chemical Co., (1-408-263-8080) or equal. Backfill planting pit halfway with planting soil mixture and place tablet beside rootball about 1" from root tips. Do not place in bottom of hole. Follow manufacturer's recommended application rates for size of plant installed.
(4) Set shrubs so as to allow sufficient depth. Properly set the crown of plant at the finished surface of the bed.
(5) Backfill topsoil about the roots and thoroughly settle by watering. Form a mound of earth around each shrub so as to produce a shallow saucer.
(6) Edge the bed in a neat line as directed and make sure an even 6" layer of topsoil remains over entire area.
(7) Dress all beds with a uniform 3" layer of finely shredded hardwood bark.
(8) If an irrigation system is NOT installed as part of the project, add Terra AG' soil moisturizer granules to the soil mix, per manufacturer's recommended application.
3. Trees: a. Tree pits:
(1) Depth of the pits-deep enough as is necessary to accommodate the ball or roots and to permit the required preparation of the bottom of the pit so that when the tree is settled in the pit, it will not be necessary to raise or lower the tree.
(2) Width of the pits - 2 feet greater in diameter than their ball of earth or spread of roots.
(3) Plant tree in topsoil in the center of the pit unless otherwise specified or shown on the Drawings. Remove all non-treated or non-rot proofed burlap, ropes, stakes, etc., off sides and tops of balls and remove from the pit before it is filled in. Completely remove all treated or polypropylene burlap or ropes from planting pits.
(4) If an irrigation system is NOT installed as part of the project, add Terra Sorb AG' soil moisturizer granules to the soil mix, per manufacturer's recommended application.
b. Fertilizer:
(1) When the tree has been properly set, backfill tree pit halfway and place fertilizer planting tablet beside rootball about 1" from root tips. Do not place in bottom of hole. Use one 21 gram tablet (20-10-5) for each 1/2" cal. or each foot of height or spread. Backfill tree pit the rest of the way with planting soil mixture.
(2) Thoroughly tamp and water during and after backfilling.
c. All trees are to be wrapped and staked. Protect the bark from the girdling wire with a length of hose or any other material approved by the Architect.
d. Dress all beds with a uniform 3" layer of finely shredded hardwood bark.

4. Ground Cover:

- a. All ground cover beds shall have a minimum depth of 6" of topsoil.
b. Dress all beds with a uniform 3" layer of finely shredded hardwood bark.
5. Annals: a. All annual planting beds shall have a minimum of 10" of "annual bed mix".
b. "Annual bed mix" shall be processed shredded topsoil with organic compost and fine silica gravel for annals.
c. Mulch with 1" of compost mulch or treat soil with a granular pre-emergence herbicide suitable for annual plantings.
6. Pruning: a. Prune all new trees and shrubs in accordance with acceptable standard practices. All cuts over one inch in diameter shall be treated with an approved tree paint. In the same manner, prune existing trees which are to remain if indicated on the landscape plan.
7. Protection: a. Protect all plant areas and plants from damage. If any plants are injured, treat and replace as required. Execute no work in or over prepared plant areas, or adjacent to planting without proper safeguards and protection.
8. Maintenance During Installation: a. Maintain immediately following the accomplishment of planting operations of any plant units.
b. Spray foliage with water, where required, during the evening after sundown or otherwise as directed. Keep all plantings in a healthy, growing condition by watering, weeding, cultivating, pruning, spraying, trimming and by performing any other necessary operations of maintenance.
c. The Contractor shall be responsible for continued proper care of the lawn areas during the period when the grass is becoming established. The period of maintenance for all lawn area shall extend for sixty (60) days with two (2) mowings required or as long as necessary to establish over the entire lawn areas a uniform stand of grasses as specified, free of weeds and undesirable grasses. After the required maintenance period and upon acceptance of lawn area by the Architect, the Owner will assume maintenance responsibility.
d. Mowing: The lawn seeded area shall be mowed with approved mowing equipment to a height of two inches (2") whenever the average height of grass becomes three inches (3"). If weeds or other undesirable vegetation threaten to smother the planted species, such vegetation shall be mowed, or in the case of exceedingly rank growths, be uprooted, raked and removed from the area.
e. Refertilizing: Areas needing refertilization will be designated by the Architect at least fifteen (15) days prior to the time that the application is required. The fertilizer shall be distributed on the seeded area between August 15 and October 15, during a period when the grass is dry. The fertilizer shall be 10-6-4 grade and shall be applied uniformly at the rate of ten (10) pounds per one thousand (1,000) square feet. Physical condition, packaging and marking of the fertilizer shall be as specified for original seeding.
f. Re-seeding: Areas that require re-seeding will be designated by the Architect at least fifteen (15) days prior to the period specified for re-seeding. Re-seeding shall be with the seed specified therein before and shall be drilled at four (4) pounds per one thousand (1,000) square feet in a manner which will cause a minimum of disturbance to the existing stand of grass, and at an angle of not less than fifteen (15) degrees from the direction of the rows of prior seeding.
g. Lawns shall be protected against damage, including erosion and washouts. Damaged areas shall be promptly replanted. Use erosion netting as required.
h. The contractor is responsible to clean the site of all mulching materials and other debris prior to the final inspection.

- 1. Final Inspection: Inspection of work for lawns will be made after the second cutting; written notice requesting inspection shall be submitted at least ten (10) days prior to anticipated date.
j. Acceptance: Final inspection shall determine acceptance or non-acceptance of lawn areas. Acceptance indicates a complete cover of grasses in all lawn areas, which have been maintained by weeding, re-seeding and refertilizing as necessary, watering and mowing as stated above and appears to be in a potential healthy state with weeds, rocks, stones and debris removed and all erosion or cuts repaired. Lawns not maintained or appearing as stated herein shall be unacceptable and shall be reworked as necessary until desired results are obtained.
k. Maintain trees, shrubs and other plants until final acceptance, but in no case less than 60 days after substantial completion of planting.
l. Maintain trees, shrubs and other plants by pruning, cultivating, watering and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stakes and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.

- 1. Upon completion of the planting, all excess soil, stones and debris which has not previously been cleaned up shall be removed from the site or disposed of as directed by the Architect.
2. Any soil, manure, peat, or similar material which has been brought onto paved areas by hauling operations or otherwise shall be removed promptly, keeping these areas clean at all times.
3. Protect landscape work and materials from damage due to landscape operations, operations by other contractors, trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

- 1. Final Inspection: Inspection of work for lawns will be made after the second cutting; written notice requesting inspection shall be submitted at least ten (10) days prior to anticipated date.
j. Acceptance: Final inspection shall determine acceptance or non-acceptance of lawn areas. Acceptance indicates a complete cover of grasses in all lawn areas, which have been maintained by weeding, re-seeding and refertilizing as necessary, watering and mowing as stated above and appears to be in a potential healthy state with weeds, rocks, stones and debris removed and all erosion or cuts repaired. Lawns not maintained or appearing as stated herein shall be unacceptable and shall be reworked as necessary until desired results are obtained.
k. Maintain trees, shrubs and other plants until final acceptance, but in no case less than 60 days after substantial completion of planting.
l. Maintain trees, shrubs and other plants by pruning, cultivating, watering and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stakes and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.

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F. ACCEPTANCE

- 1. Final Inspection: a. Inspection: At the conclusion of the contract work, (exclusive of maintenance and replacement) one inspection will be made by the Architect. Written notice to the Architect requesting such an inspection shall be submitted by the Contractor at least ten days prior to the anticipated date.
b. The purpose of this inspection will be to determine whether or not the Contractor has completed all the work of the contract.
c. The condition of the lawns and shrubs will be noted and a determination will be made by the Architect whether maintenance shall continue in any part as specified under "Maintenance During Installation."
2. Acceptance Inspection: a. At the conclusion of the maintenance during installation period, an inspection will be made by the Architect. Written notice requesting the inspection shall be submitted by the Contractor at least 10 days prior to the anticipated date.
b. The purpose of the inspection shall be for the acceptance of the contract work including maintenance during installation, but exclusive of replacements.
c. After the inspection of the Architect, the Contractor shall be notified in writing of acceptance of the work. If there are any deficiencies in the maintenance, during installation, the Contractor will be notified of these deficiencies in writing by the Architect, and the work shall be subject to reinspection before acceptance.
3. Guarantee Period: a. Guarantee period shall begin at the issuance of the Certificate of Completion and shall end exactly one year from that date.
b. At the conclusion of the guarantee period, a final inspection of the work will be made to determine the condition of the plant material. All plant material not in a healthy or 40% defoliated growing condition will be noted.
c. Remove the material so noted from the site at the direction of the Architect and replace during the following planting season with the materials of like kind and size, and in a manner specified for the original planting at no extra cost.
d. Guarantee period also applies to replaced material.



CAWRSE & ASSOCIATES, INC.
Landscape Architecture • Land Planning
549 E. Washington Street • Chagrin Falls, OH 44022
440-247-7003/fax 440-247-7143



PRELIMINARY LANDSCAPE SPECIFICATIONS

MAJESTIC LAKES

Ypsilanti Twp., MI

SR Jacobson Companies
32400 Telegraph Road, Suite 100 Bingham Farms, MI 48025

Table with 2 columns: Date, Notes. Row 1: 09-11-14, DRWN EAD

Job No: 14057
File: prelim-SR-Jdwg

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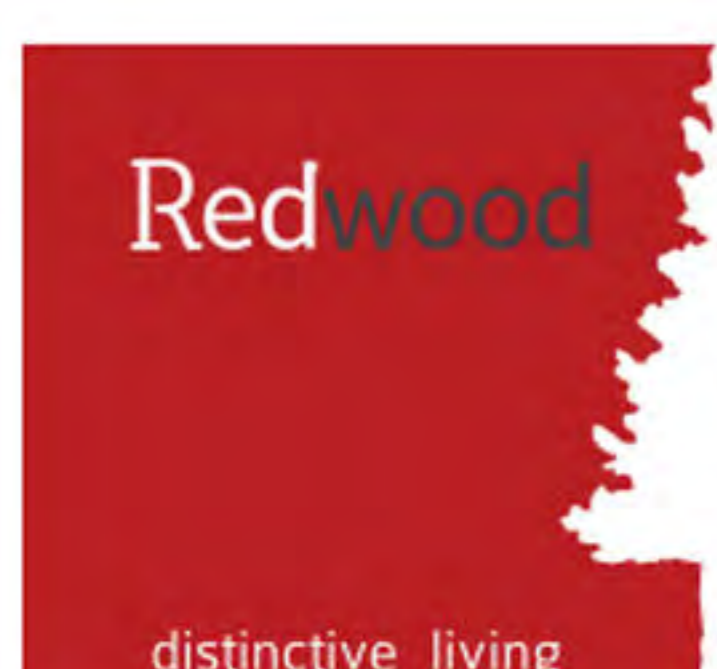




FORESTWOOD

DISTINCTIVE SINGLE - STORY APARTMENT HOMES

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



This graphic is for illustrative purposes only, actual floor plans may vary.

MEADOWOOD

DISTINCTIVE SINGLE - STORY APARTMENT HOMES

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



This graphic is for illustrative purposes only, actual floor plans may vary.



NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

RESIDENTIAL LEASE AGREEMENT

THIS LEASE ("Lease") is made this _____ day of _____, 20____, by and between _____ ("Landlord"), a Michigan Corporation, as managing agent, and

_____ (and) _____
(Jointly and severally, "Tenant").

1. **PREMISES:** Landlord hereby leases to Tenant Apartment Number# _____ (the Apartment) at
Property Name _____ located at
Address _____, *City* _____, *State* _____, *Zip* _____

Tenant agrees that only the person(s) listed below shall occupy the Apartment. Person(s) not listed below may not occupy the Apartment for more than three (3) consecutive days within a six (6) month period. The Apartment will be occupied only by:

Additional occupants are strictly prohibited. The **PRIOR WRITTEN** consent of Landlord is necessary in order to change occupants. Under no circumstances shall the apartment be occupied by more than two persons per bedroom.

2. **CONDITION OF APARTMENT AT ACCEPTANCE :** Tenant acknowledges that Tenant has examined the Apartment prior to executing this Lease and that no representations as to the condition or state of repairs thereof have been made by Landlord which are not specifically set forth in this Lease. Tenant hereby accepts the Apartment in its present condition. Tenant shall notify Landlord in writing of any defects or damages prior to Move In. Written notice must be signed by both Landlord and tenant. Defects and damage not reported to Landlord shall be presumed to have first occurred during Tenant's occupancy of the Apartment. Tenant acknowledges that all appliances are in good working order at the time of occupancy.

3. **TERM:** The term ("Term") of this Lease is for _____ months commencing on _____, 20____ and ending on _____, 20____.

4. **RENT:** Tenant covenants and agrees to pay to Landlord as rental ("Rent") for the Apartment, without deduction, offset or prior demand, the following:

Base Monthly Rent:	\$ _____
Monthly Pet Fee:	\$ _____
Monthly Water Utility Fee:	\$ _____
Monthly Short Term Fee:	\$ _____
Monthly Fireplace Fee:	\$ _____
Monthly Fee for _____:	\$ _____
TOTAL MONTHLY RENTAL PAYMENT *:	\$ _____

*Tenant shall pay pro-rated Rent in the amount of \$ _____ for the period from:
____/____/____ to ____/____/____ for _____ (____) days.

*Tenant shall pay the last months Rent in the amount of \$ _____ for the period from:
____/____/____ to ____/____/____ for _____ (____) days.

5. **PAYMENTS:** _____

[REDACTED]

6. **LATE FEE:** [REDACTED]

7. **SERVICE CHARGE:** [REDACTED]

8. **USE:** The Apartment shall not be used for commercial purposes, but shall be used only for customary residential purposes. Tenant agrees to abide by all rules and regulations contained in Exhibit A (attached hereto), as the same may be modified from time to time, and Tenant shall cause any permitted guests of Tenant to comply with such rules and regulations. Any failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease. The use of the common areas and amenities by Tenant and Tenant's guests is at such party's own risk. Tenant will use the Apartment and appliances in a careful, safe and proper manner, and will at Tenant's own expense comply with the directions of the proper public officers as to the use, repair, and maintenance thereof. Tenant will not allow the Apartment to be used for any purpose or in any way that will increase the rate of insurance thereon or on the Apartment Complex, nor for any purpose other than that hereinbefore specified, nor shall the Apartment be occupied by any other person. Tenant will not suffer to be brought into the Apartment any substance or force that will increase the hazard of fire in the Apartment. Tenant will not permit the Apartment to be used for any unlawful purpose or in any way that will injure the reputation of the same or of the building in which they are a part, or disturb the tenants of such building.

9. **PETS:** Tenant covenants and agrees not to keep or harbor any dog, cat, bird, reptile, or any other animal in the Apartment without Landlord's prior **WRITTEN** consent. Any person caught with a pet without this written consent will be given a thirty day eviction notice. Landlord and Tenant shall execute a "Pet Addendum," the terms of which are incorporated herein by reference. The maximum shall be limited to two (2) pets. Tenant shall not feed stray/wild animals. [REDACTED] If the lessee has a pet prior to moving on property, the fee and deposit must be paid prior to or upon move-in. If the pet is obtained during the lease term, payment of said fee is due immediately. Full payment of the Pet Fee is required regardless of the length of time the pet occupies the premises. Fish tanks may not to exceed 55 gallons total. **We reserve the right to refuse any pet.**

Initials: _____ Initials: _____

10. **AUTOMOBILES: No automobile with any type of fluid leak is permitted. Any damage done to asphalt or concrete will be charged back to tenant.** No repairing of automobiles is permitted at the Apartment Complex. Any abandoned automobile, or automobile, which is not operable or not having current license plates, **may be towed after 24 hour notice** from the Apartment Complex at Tenant's risk and expense. The use and storage of Tenant's or any other person's automobile, whether or not parked, driven in or about the Apartment Complex, shall at all times be at the risk of Tenant, and Landlord assumes no liability for said automobile or damage caused to or by said automobile. Tenant covenants and agrees that in no event shall Tenant park more than two (2) vehicles in the parking lot at any time. "Operable" means the vehicle must have air in the tires, have all major components intact, including windows and windshields, and be reasonably clean. Vehicles may not be used to store bulky personal items on a permanent basis. All vehicles are to be parked within marked spaces only, and not in any areas designated "No Parking" or on the lawns, walks, curbs, stoops or patios of the Apartment, the Apartment Complex or any of the common areas. Tenant hereby agrees that except for automobiles, no vehicles (including, without limitation, motorcycles, boats and boat trailers, campers, travel trailers, utility trailers, trucks, commercial vehicles and motor homes) may be parked in the parking lot without Landlord's prior **written** consent. Any violation of the foregoing rules will subject such vehicle to being towed without notice at Tenant's expense. Tenant agrees that Landlord shall not be liable for any damage arising as a result of towing or for loss or damage to Tenant's vehicle (or that of any permitted guest of Tenant) or to any personal property left therein. Tenant agrees to indemnify and hold Landlord harmless for any claims by Tenant's guests or invitees for the towing of any vehicles for violation of these rules. Tenant shall advise its guests and invitees of the proper manner for the parking of vehicles. Landlord may impose additional parking regulations, including limiting the number of vehicles which Tenant or its guests may park, requiring the use of parking decals on vehicles, and/or assigning parking spaces. Tenant agrees to obey posted speed limits signs and inform guests and invitees of the posted speed limit.

Initials: _____ Initials: _____

11. **REPAIRS AND ALTERATIONS:** Tenant may not make any alterations to the Apartment without first obtaining Landlord's written consent. Landlord shall make repairs to the Apartment, appliances and equipment furnished by Landlord, as set forth in this Lease upon written request by Tenant. Tenant's request for any repairs shall constitute permission for Landlord or Landlord's agent to enter the Apartment for such purpose at any reasonable time. Payment for repairs necessary due to misuse or negligent use of the Apartment by Tenant shall be the responsibility of Tenant and shall be due as Rent immediately upon receipt of an invoice from Landlord. Tenant shall pay for the repair and/or replacement of all items broken or damaged due to misuse or negligent use, such as clogged drains, broken windows, mirrors and light fixtures. Tenant shall pay all fees and charges to unlock doors or replace keys, repair nail holes, unstop sewers and plumbing fixtures, fix jammed disposals and other similar expenses. Upon commencement of the Term, Landlord shall furnish light bulbs and tubes of prescribed wattage for light fixtures located in the Apartment. Tenant shall thereafter replace light bulbs and tubes of the same wattage at Tenant's expense. Tenant shall pay for and replace batteries in any garage door opener provided by Landlord. Landlord will furnish smoke detectors, locks and latches in compliance with state law. Landlord shall test smoke detectors and provide working batteries (as necessary) at Lease commencement. Thereafter, Tenant shall pay for and replace detector batteries as needed. Tenant shall not disconnect any smoke detectors and Tenant shall be liable to Landlord for any loss and damage arising from Tenant's disconnecting or failing to replace batteries in smoke detectors. All alterations, additions and improvements made to the Apartment shall become the property of Landlord and shall be surrendered with the Apartment at the expiration or termination of this Lease. **NO HOLES SHALL BE DRILLED INTO THE WALLS, WOODWORK, OR FLOORS, AND NO ANTENNA INSTALLATIONS, SATELLITE SYSTEMS, ADDITIONAL TELEPHONE OR CABLE OUTLETS, STRINGING OF WIRES, ALARM SYSTEMS OR CHANGE OF LOCKS OR ADDITIONAL LOCKS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN CONSENT OF LANDLORD. TENANT SHALL NOT PLACE AN AIR CONDITIONING UNIT IN ANY WINDOW OF THE APARTMENT.** Tenant shall not remove any of Landlord's fixtures, furniture, appliances and/or furnishings from the Apartment. Tenant shall make no alterations or improvements to the exterior of the Apartment, including but not limited to affixing, hanging or displaying lights or decorations, satellite hardware etc. to the exterior of the Apartment or common areas without the written permission of the Landlord.

In the event that the Apartment is damaged to any extent whatsoever by fire or other casualty and if the damage is a result of Tenant's negligence, use, abuse, or misuse of the Apartment, then Tenant shall be liable for and promptly pay all costs and expenses to restore the Apartment (including, for example, the cost to repair, refurbish and refurnish, reimbursement to Landlord for its costs for the adjustment of the loss, legal fees, and costs for temporary board-up and other repairs).

[REDACTED]

[REDACTED]

12. **UTILITIES:** Tenant shall pay all charges directly to the utility provider or to Landlord or such party designated by Landlord (if utilities are provided by Landlord) in amounts reasonably determined by Landlord, for:

CHECK APPROPRIATE ITEMS:
 Electric
 Gas
 Water/Sewer

Tenant agrees that concurrently upon taking possession of the Apartment, Tenant will contact the utility companies to place in Tenant's name those utilities to be provided and billed to Tenant directly by the utility company. In the event that the utilities are to be paid by Tenant but are not provided by a utility company or cannot be billed to Tenant directly by said utility company (and as a consequence are billed by Landlord), Tenant shall pay Landlord (or such party designated by Landlord to invoice and collect such amounts) as additional rent the cost of the utility as billed within three (3) days of receipt of an invoice. [REDACTED] In the event the electric utility is interrupted and/or terminated, Tenant will use only battery-powered lighting. The use of candles and/or kerosene lamps or heaters is prohibited. Electric charges required to be paid by Tenant include charges for all power for appliances, interior lighting, exterior security lights and sump pumps serving the Apartment, which are installed and metered to the Apartment.

Landlord reserves the right to charge Tenant any fee which is assessed to Landlord by its trash provider for the disposal of any items which Tenant places in or near the refuse container.

Notwithstanding the other provisions in this Lease above, Tenant agrees to pay Landlord or its authorized agent for water, sewer, storm water, municipal fixed water/sewer charges and other related water/sewer charges to the leased premises under the Lease ("unit") the Utility Flat Fee specified in Paragraph 4 of the lease, as additional rent, due and payable with the monthly rental amount on the due date provided for the payment of rent hereunder. The monthly Utility Flat Fee includes an amount allocated to Tenant for water, sewer, storm water, municipal fixed water/sewer charges and other related water/sewer charges used by Landlord to maintain the common areas, common grounds and common structures of the Apartment Complex. Landlord reserves the right to revert to a method that charges Tenant or directs Tenant to pay a third party an allocated amount per month for water, sewer, storm water, municipal fixed water/sewer charges and other related water/sewer charges based upon metering equipment designed and installed for such purpose and to charge Tenant with a monthly invoice-processing fee for billing services.

To the extent permitted by law, any delinquent payment of a Utility Bill shall be considered a default under the Lease to the same extent and with the same remedies to Lessor (including, without limitation, the right to bring a summary proceeding for eviction against Resident and the right to impose late fees and other related charges and fees) as if Resident had been delinquent in Resident's payment of rent.

Tenant will provide proof of utilities into their name prior to move in. Agent for Landlord: _____

13. **HOLDOVER:** [REDACTED]

[REDACTED]

[REDACTED]

14. **SECURITY DEPOSIT:** Tenant will, concurrent with the execution of this Lease, deposit the sum of:
\$_____ (TOTAL "SECURITY DEPOSIT")

with Landlord as a security deposit ("Security Deposit") for the faithful performance of all the covenants and agreements in this Lease and to guarantee the return of the Apartment to Landlord at the termination of this Lease in as good or better condition as accepted, normal and reasonable usage excepted.

UNDER NO CIRCUMSTANCES SHALL TENANT USE THE SECURITY DEPOSIT AS A SUBSTITUTE FOR OR IN LIEU OF ANY RENTAL PAYMENT DUE UNDER THIS LEASE. UPON MOVE-OUT A WALK THROUGH IS MANDATORY BETWEEN TENANT AND AGENT FOR LANDLORD.

The deposit will be returned to Tenant within thirty (30) days after the expiration of the Term, after deduction of any amount needed to cover the replacement of keys, changing of the locks (if the keys are not returned), damage to the Apartment, unpaid utilities, unpaid Rent, all other fees entitled by law, provided, however, that Tenant has occupied the Apartment for the full Term. If Tenant has occupied the Apartment for less than the full Term, Landlord shall use the Security Deposit toward lost rent until the unit is re-rented, damage to the Apartment, unpaid utilities, unpaid Rent, all fees entitled by law due Landlord. Tenant agrees to provide Landlord, in writing, a forwarding address where the Security Deposit may be returned and/or accounted for. Landlord may make the Security Deposit refund by check payable to all tenants who have signed this Lease, and said refund shall be in the form of a single check. Landlord may mail the check and notice of itemized deductions to any one Tenant.

Landlord may during the Term use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Rent or other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including any damages or deficiency in the re-letting of the Apartment or other re-entry by Landlord. If Landlord uses, applies or retains the whole or any part of the Security Deposit, Tenant shall replenish the Security Deposit to its original sum as listed above within five (5) days of being notified by Landlord of the amount due. Tenant shall be in default of this Lease if the amount is not paid within the said time period.

Within thirty (30) days after termination of Landlord's interest in the Apartment, whether by sale, assignment, appointment of a receiver or otherwise, Landlord shall transfer the Security Deposit to Landlord's successor in interest and Landlord shall thereupon be relieved of all liability in connection with said Security Deposit and accrued interest thereon.

YOU MUST NOTIFY THIS LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR MANAGEMENT SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

[REDACTED]

[REDACTED]

15. MAINTENANCE OF APARTMENT: Tenant shall keep the Apartment and appliances thereto in a clean and healthy condition, according to all applicable statutes and ordinances, all at Tenant's own expense, and shall return the Apartment back to Landlord upon termination of this Lease for any reason whatsoever in the same condition of cleanliness and repair as at the date of the execution hereof, reasonable wear and tear excepted. Tenant shall be charged and promptly pay for all necessary repairs and restoration to walls, ceilings, floors, woodwork, paint, plastering, plumbing, pipes and fixtures in or upon the Apartment whenever damage or injury to the same shall have resulted from misuse or neglect or any other cause other than Landlord's acts, and Tenant shall replace broken globes, glass and fixtures with material of the same size and quality as that broken. Tenant likewise shall replace broken parts of all kitchen appliances when the same shall have been lost or broken by Tenant or any other person. The charge to Tenant for any replacements shall be the cost of replacement of broken or worn out parts or appliances when the same shall have been lost or broken by Tenant or any other person. If the Apartment shall not be kept in good repair and in a clean and slightly condition by Tenant as aforesaid, Landlord may enter the Apartment, itself or by its agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the Apartment by Tenant, and Landlord may place the same in the same condition as existed at the date of execution hereof. Tenant shall pay Landlord, in addition to the Rent hereby reserved, the expenses of Landlord in thus placing the Apartment in that condition. Tenant agrees not to cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures. Landlord may, but shall not be obligated to, provide exterminating service to the Apartment, but Landlord shall have no liability to Tenant or Tenant's agents, employees, guests, invitees or members of their families by reason of the discontinuance of such service, failure to provide such service or the manner in which such service is performed.

16. SUBLEASE AND ASSIGNMENT: Tenant shall not assign or transfer this Lease or any interest therein, or hypothecate or mortgage the same, or sublet the Apartment or any part thereof, without in each case the prior written consent of Landlord.

17. VACATING THE APARTMENT:

A. At the termination of this Lease, Tenant shall deliver possession to Landlord and return all keys to the Apartment, outside doors and mailbox to Landlord and shall peaceably deliver the Apartment in as good order and repair as at the commencement of the Term, reasonable wear and tear excepted. Tenant shall remove any and all rubbish or other matter, including any furniture and other items of personal property, prior to vacating the Apartment. Any items not so removed shall be considered abandoned by Tenant and Landlord shall, without any liability to Tenant and at Tenant's sole cost and expense, dispose of same or remove all or any part of such property in any manner Landlord may choose and store the same without liability to Tenant for loss or damage. Tenant shall be liable to Landlord for all expenses incurred in such removal and storage of such property. Upon any termination of this Lease, Landlord shall have a lien upon the personal property and effects of Tenant remaining in the Apartment and Landlord may at its option and without notice sell at private or public sale all or any part of the property and effects for such price as Landlord may deem best. Landlord shall apply the proceeds of such sale to any amounts due under this Lease from Tenant to Landlord, including the expense of removal and sale.

B. At the time Tenant vacates the Apartment, Landlord shall inspect the Apartment and all items of damage or defects shall be noted on a "Move-Out Form." Tenant will be held responsible for any and all damages to the Apartment which was not reported prior to move in. At the time Tenant vacates the Apartment, Landlord or Landlord's agent shall inspect the Apartment and identify those items which need to be repaired, corrected or cleaned. In case of damage to the Apartment or other unfulfilled obligations by Tenant, Landlord shall mail to Tenant within thirty (30) days after the termination of said occupancy an itemized list with the estimated cost of cleaning, replacement or repair of each item. A check for the difference, if any, between such assessment and the amount of the Security Deposit held by Landlord will be processed and delivered to Tenant as this Lease and applicable law require.

18. RESERVED RIGHTS: Landlord (including its agents, employees or any other party designated to act on Landlord's behalf) reserves the following rights: (a) to enter the Apartment or any part thereof at any time in the event of an emergency and otherwise at all reasonable hours for inspection, repairs, alterations or additions, to exhibit the Apartment to prospective tenants or purchasers, to display "For Rent" and similar signs, and for any other purposes whatsoever related to the safety, protection, preservation or improvement of the Apartment or Apartment Complex, (b) to enter the Apartment at any time or times, during the last sixty (60) days of the Term, if during or prior to said sixty (60) day period Tenant has vacated the Apartment, to decorate, remodel, repair, alter or otherwise prepare the Apartment for re-occupancy, and (c) to retain and use pass keys to the Apartment. The exercise of these reserved rights by Landlord shall not render Landlord liable in any manner to Tenant or any person in the Apartment.

19. MOLD: Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Resident agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and any other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Premises. Resident agrees to immediately report to the management office (a) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage, or other common area: (b) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area: (c) any failure or malfunction in the heating, ventilation, air conditioning or laundry systems in the Premises: and (d) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this clause, as permitted by state/local law. A default under this clause may be deemed good cause for termination of Residents tenancy.

20. QUIET ENJOYMENT: Landlord hereby covenants with Tenant that, subject to Tenant's performance of and compliance with the terms and conditions and covenants herein set forth, Tenant shall peacefully hold and enjoy the Apartment.

21. ABANDONMENT: In the event that Tenant shall abandon or vacate the Apartment before the end of the Term while all or any portion of the Rent is unpaid or if Tenant shall fail to pay Rent promptly when due, the Apartment or any part thereof may be repossessed by Landlord and relented upon terms satisfactory to Landlord, and Tenant shall be liable for any deficiency resulting therefrom. Tenant's liability for deficiency includes, but is not limited to, painting, cleaning and repair costs, and loss of rent for any day that the Apartment is vacant, and costs of obtaining a new tenant. Landlord may apply the Security Deposit to pay for any damages caused by Tenant's vacating or abandonment. Such application of the Security Deposit shall not waive or limit Landlord's right to further hold Tenant liable for any other costs, damages, losses or injury. Tenant understands that upon such abandonment or vacation of the Apartment, Tenant's belongings may then be inventoried, stored or disposed of and the Apartment re-rented without liability of Landlord to Tenant whatsoever.

In the event that said tenant is required to vacate prior to term of lease the Tenant may choose to terminate the Agreement before the natural expiration of the Agreement. To exercise this option, Tenant must submit his/her intentions, in writing, to Landlord at least thirty (30) days before termination and must pay a penalty equal to two monthly installments in addition to their final month's rent. In paying this penalty, the Agreement will be terminated and the Landlord will not hold the Tenant accountable for any of the monthly installments remaining in the term of this Agreement.

_____ Initials: _____ Initials:

22. LIABILITY: Tenant releases and relieves Landlord, its managing agent, and their agents, employees, contractors, lenders, successors and assigns, from any and all liability to Tenant or Tenant's agents, employees, guests, invitees or members of their families (collectively, the "Landlord Parties"), from any loss, damage or injury to their property or person in the Apartment or in the building or on the grounds of which the Apartment or Apartment Complex is a part, occurring by, through or in connection with theft, burglary, assault or any other act, or from fire, heat or cold, or from gas, water, rain, snow, ice or other substance which may leak into, drop, issue or flow from any part of the building or from the pipes or plumbing or wiring of the building or from any other place or arising from any other cause whatever. Tenant shall indemnify and save harmless, including all reasonable attorneys' fees, the Landlord Parties from all legal action, damages, loss, liability, cost and any other expenses in connection with the loss of life, bodily or personal injury or property damage arising from or out of the use or occupancy of the Apartment. Moreover, the foregoing release and indemnity shall include, but not be limited to, claims for damage to person or property resulting from any equipment or appurtenance out of repair, defective electrical heating, air conditioning, plumbing, sewer or water system or installation or for the acts, omissions or negligence of trespassers, guests, invitees or other occupants of the Apartment.

LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE TENANT'S OWN RENTERS INSURANCE TO PROTECT AGAINST ALL OCCURENCES.

23. TENANT DEFAULT: If Tenant defaults in the performance of any of the terms, covenants or conditions herein contained, other than the covenants to pay Rent (for which there is no cure period), or if any conduct of Tenant or Tenant's guest(s) or occupant(s) of the Apartment shall be objectionable to the other tenants of the Apartment Complex or to Landlord, in Landlord's reasonable opinion, Landlord may give Tenant seven (7) days' written notice thereof, and if such default has not been cured or the objectionable conduct stopped within said seven (7) days, Landlord may give Tenant seven (7) days' notice of termination of this Lease, and at the expiration of said seven (7) days the Term of this Lease shall terminate and Tenant shall surrender the Apartment to Landlord, but Tenant shall remain liable as hereinafter provided. In case of default by Tenant in the payment of Rent or if the seven (7) day notice above provided shall have been given and elapsed without curing such default or stopping the objectionable conduct, or if the Apartment becomes vacant or abandoned, Landlord may at any time thereafter resume possession thereof by any lawful means, and remove Tenant or other occupants and their effects by dispossession proceedings or otherwise without being liable to prosecution or damages therefore, and Landlord may hold the Apartment as if this Lease had not been made. In any such case, Landlord may at Landlord's option re-let the Apartment or any part thereof as agent of Tenant or otherwise, and receive the rent therefore, applying same first to the payment of such expenses as Landlord may have incurred in connection with said resumption of possession and re-letting, including brokerage, cleaning, repairs and decorations, and then to the payment of Rent and performance of other covenants of Tenant as herein provided. Tenant shall, whether or not Landlord has re-let the Apartment, pay Landlord the Rent and other sums herein agreed to be paid by Tenant, less the proceeds of such re-letting, if any, as ascertained from time to time, and the same shall be payable by Tenant on the dates above specified. Tenant hereby waives all right of redemption to which Tenant or any person claiming under Tenant might be entitled by law.

24. NO WAIVER: The failure of Landlord to insist in any instance on strict performance of any covenant hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or option in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed by both parties.

25. DAMAGE: In the event the Apartment Complex is made completely uninhabitable by fire or other cause, this Lease may be terminated by either party upon reasonable notice.

26. POSSESSION: If the Apartment is not available for occupancy upon the date agreed or specified in this Lease for any reason whatsoever, Tenant shall not have cause for damages, except a rebate of Rent, if paid, for the period that the Apartment is not available. The rebate shall be based upon a daily proration of the monthly Rent then in effect.

27. PEST MANAGEMENT: Tenant(s) acknowledges that Landlord and Tenant(s) have inspected the Apartment (including baseboards, carpet edges, window and door molding) and neither is aware nor found any visible signs of bed bug or other pest infestation. Tenant(s) certifies that all furnishings and personal property (including mattresses, box springs, bed frames and headboards, couches, sofas, chairs and recliners, nightstands, dressers and clothing, luggage and backpacks) moved into the Apartment are free of bed bugs or other pest infestation and that Tenant(s) is not aware of any infestation or presence of bed bugs or any pest in Tenant(s) current or previous apartment(s) or home(s), and Tenant(s) has fully disclosed to Landlord any previous bed bug infestation or issues which Tenant(s) may have experienced or is experiencing.

Any items, including, but not limited to, furniture and clothing, shall be thoroughly inspected for bed bugs or other pest infestation prior to said item being brought into the Apartment or onto the Property.

Tenant(s) shall notify Landlord immediately upon discovering bed bugs or other pest infestation. If Tenant(s) fails to immediately notify Landlord of a discovery of bed bugs or other pest infestation, then Tenant(s) shall be charged the costs of treatment, eradication of the infestation and cleaning of the infested areas of the Apartment or Property. Tenant(s) agrees not to try to treat the Apartment for bed bug or other pest infestation or hire any outside pest control company. Tenant(s) acknowledges that Landlord has the full right to select its own licensed pest control company to perform treatments and cleaning of the Apartment if necessary. Tenant(s) understands that the cost of extermination, and possibly the invasiveness of treatment and extermination, will be greatly reduced if the infestation is reported as early as possible.

Tenant(s) agrees not to hinder, disrupt or prevent Landlord and/or anyone acting at Landlord's direction, from inspecting and/or treating the Apartment or Property. Tenant(s) shall fully, strictly and promptly comply with any instructions/directions given to Tenant(s) by Landlord and/or its pest control company or professional. Tenant(s) shall fully cooperate with Landlord in inspecting the Apartment for possible infestations and/or preparing the Apartment for extermination treatments based upon the instructions provided by Landlord or its pest control professional. Failure to fully cooperate or comply with Landlord's instructions or with Landlord's pest control professional's instructions or failure to provide access to the Apartment for inspection or extermination, given reasonable advance notice to enter for inspection, extermination and/or treatments, shall constitute grounds for termination

of the Rental Agreement and/or eviction. Furthermore Tenant(s) expressly authorizes Landlord, its employees and/or pest control personnel to move any item of personal property within the Apartment to assist in inspection, treatment, prevention or extermination in the event Tenant(s) fails to do so. Tenant(s) hereby waives any claim against Landlord, its employees or pest control personnel for any damages associated with the moving of any item of property for such purposes. [REDACTED]

Landlord reserves the right to charge the cost of treatment, eradication of infestation and cleaning of infested areas to Tenant(s). Said charges include, but are not limited to, the costs associated with additional treatments, rescheduling inspections and/or treatments and eradication of the infestation. Landlord shall notify Tenant(s) in writing as to any charges assessed to Tenant(s). Tenant(s) shall be required to pay said charges within thirty (30) days of receiving said notice. Any such charges may be deducted from Tenant(s) security deposit. Landlord may also terminate the Rental Agreement.

_____ Initials: _____ Initials:

28. SMOKE-FREE COMPLEX: Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. The term "smoke" or "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. Tenant shall inform Tenant's guests of the no-smoking rules. Further, tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's dwelling. Any outdoor use must be sufficient distance from the building as to not migrate to any other apartments. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or the health of any members of Tenant's household, or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord is put on notice of the presence of tobacco smoke, via agent, personal knowledge, and/or written notice by any tenant.

_____ Initials: _____ Initials:

29. MISCELLANEOUS: This Lease shall be construed in accordance with the laws of the State of Michigan. If and only to the extent that any court of competent jurisdiction determines that any provision of this Lease is invalid, then such holding shall not in any way affect the validity of any other provisions of this Lease.

_____ Initials: _____ Initials:

30. NOTICES: Any notice to Landlord must be sent by certified mail, return receipt requested, to Landlord at:

[REDACTED]

Any bill, statement, notice, demand or communication by Landlord to Tenant, including any notice of expiration or termination of the Term, shall be deemed to be duly given or rendered if in writing and delivered personally to Tenant or deposited in Tenant's mailbox in the Apartment Complex, or sent by first class or certified mail, addressed to Tenant at the Apartment, or left at the Apartment so addressed (or, if prior to the commencement of the Term, addressed to Tenant at Tenant's then current address).

31. ENTIRE AGREEMENT/NO MODIFICATION: This Lease constitutes the entire agreement between Landlord and Tenant, and no representations, oral or written, not contained herein or attached hereto, shall bind either party. This Lease may not be altered, amended, changed or modified unless in writing and signed by both parties. Tenant acknowledges that by executing this Lease, Tenant has read this Lease, understands its contents, and has been given a fully executed copy.

_____ Initials: _____ Initials:

32. SUCCESSORS: This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representative, successors or assigns.

Accepted:

Tenant

Date: _____

Tenant

Date: _____

Waterstone at Village Square, as Landlord

Agent for Landlord

Date: _____



EXHIBIT A

RULES AND REGULATIONS

Tenant and Tenant's family, and their servants, employees, agents, visitors, licensees and invitees, shall observe and comply with the Rules and Regulations set forth below and made a part of this Lease, as the same may be amended, modified or rescinded from time to time, and with such other and further Rules and Regulations as Landlord may from time to time deem necessary and prescribe for the safety, care and cleanliness of the Apartment, the Apartment Complex and the grounds and preservation of good order therein or for the comfort, quiet, convenience and safety of occupants of the Apartment Complex. **Failure of Tenant, Tenant's family, and their servants, employees, agents, visitors, licensees and invitees, to comply with the Rules and Regulations shall constitute a default under this Lease, enabling Landlord to exercise any and all remedies provided at law or under this Lease.** Notice of any such amendment, modification or rescission of such further Rules and Regulations may be given by Landlord by posting or in such manner as Landlord may determine.

I. NOISE AND CONDUCT

1. Tenant shall not make or permit any disturbing noises, including screaming or loud arguing, which in the sole discretion of Landlord unreasonably interfere with the rights, comforts or convenience of other tenants. Tenant shall keep the volume of any radio, television, stereo, or musical instrument in the Apartment sufficiently low at all times so as not to disturb other tenants. The volume of noise that constitutes a violation of this rule shall be left to the sole discretion of Landlord. Tenant may not conduct any vocal or instrumental instructions in the Apartment.
2. Tenant shall be responsible and liable for the conduct of its guests. Acts of guests in violation of this Lease or these rules and regulations may be deemed by Landlord to be a breach by Tenant.
3. Tenant agrees to abide by rules and regulations established for use of recreational, health and service facilities provided by Landlord.
4. Entrances, walks, lawns and other public areas shall not be obstructed. No personal belongings may be placed in common areas or about the building. Recreational equipment and toys, such as tricycles, scooters, wagons, etc., will be of size and quantity to permit storage inside the Apartment or garage, if such is available. The use of bicycles, skateboards, roller skates, scooters, etc. will not be permitted at the Apartment Complex or on community streets, walkways, or parking lots.
5. Tenant shall not display any unsightly signs or markings on the Apartment.

II. CLEANLINESS AND TRASH

1. The Apartment must be kept clean, sanitary and free from objectionable odor.
2. No littering of papers, cigarette butts, or trash is allowed. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
3. No goods or materials of any kind or description which are combustible or would increase fire risk shall be placed in any storage area. Storage in such area shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall not store gasoline or other combustibles in the Apartment or in any storage area.
4. Garbage is to be placed inside the containers provided. Garbage shall not be allowed to accumulate. Items too large to fit in the trash containers must be disposed of by Tenant and shall not be left beside the trash containers.
5. Any balcony or patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing or other items shall be stored, hung or draped on railings or other portions of the balcony or patio. Unsightly items must be kept out of vision.

III. MAINTENANCE, REPAIRS AND ALTERATIONS

1. No screws, anchors or plastic mollies may be placed in the walls, woodwork or any part of the Apartment.
2. Tenant shall make no alterations or improvements to the interior or exterior of the Apartment without written permission from Landlord including but not limited to affixing, hanging, or displaying lights or decorations, satellite hardware, etc. to the exterior of the Apartment without the written permission of the Landlord.
3. Tenant is prohibited from adding, changing or in any way altering the locks in the Apartment without prior written permission from Landlord.
4. All notices and requests for repairs or services by Tenant must be in writing to Landlord. Any maintenance or repair by Landlord (unless emergencies) shall occur during normal business hours.

IV. LOCKS AND KEYS

1. [REDACTED]

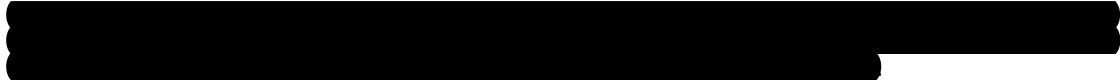
V. PARKING AND VEHICLES

1. All vehicles MUST be registered with the Rental Office. All guests and extra occupants must park in Visitor Parking.
2. ALL vehicles must be operable. Any inoperable vehicle will be towed away at Tenant's expense.

VI. MISCELLANEOUS

1. LIVE CHRISTMAS TREES: Only artificial Christmas trees are permitted.
2. WATERBEDS: Waterbeds are not permitted unless Tenant receives prior written permission from Landlord and presents proof of Renter's Insurance.
3. OCCUPANTS: Occupants under 16 are not to be left unattended on any part of the Apartment Complex and are not permitted to loiter or play on the common areas, public driveway or parking areas. Occupants under age 16 must be supervised at all times.
4. BALCONIES AND PATIOS: Only patio furniture is permitted to be kept on balconies. No partitions or enclosures of any type and webbing of balcony rail are permitted. Tenant agrees not to place any carpeting or other covering on the patio or balcony. In addition, Tenant agrees that in the event he/she places carpeting or other coverings on the patio or balcony, Landlord, without notice to Tenant, will remove same and Tenant shall remit to Landlord, as additional rent, the sum of One Hundred Dollars (\$100.00) as reimbursement to Landlord for said removal.
5. CLEANING, RUBBISH: Dust, rubbish, litter or other items shall not be thrown or emptied from any windows or porches/balconies. All rubbish should be properly disposed of in, but not outside of, the provided dumpsters. Landlord reserves the right to charge Tenant with any additional fee which is assessed to Landlord by the provider of the refuse disposal by reason of incorrect disposal of waste. Do not place large items into compactors or dumpsters; call the office to schedule a special pick-up.
6. ILLEGAL ACTIVITIES: Tenant shall not in the Apartment, parking garages, parking lot, maintenance areas, laundry rooms, lobbies and all other common and/or public areas of the building or any part of the Apartment Complex, engage in or permit any drug-related or other criminal activity, or engage in or permit any activity that endangers the health or safety of other residents in Landlord's sole discretion, or engage in or permit any activity that is, in Landlord's sole discretion, otherwise injurious to the community or its reputation. Instances of such conduct shall include, but not be limited to, Tenant's permitting any co-tenant, occupant, member of Tenant's household or family, guest, invitee, or other persons Tenant permits to occupy or use the Apartment, to use, manufacture, purchase, sell or otherwise distribute illegal drugs or illegal drug-related paraphernalia in or about the Apartment. The restrictions contained hereunder are material obligations under the Lease. Landlord's receipt of complaints from other residents or building employees shall be conclusive evidence that Tenant has violated the foregoing restrictions. Violation shall constitute grounds for termination of the Rental Agreement and/or eviction.

7. **LAVATORIES:** The water closets and other waste and drain pipes shall be kept open at Tenant's sole cost and expense and they shall not be used for any purpose other than for that for which they were constructed. No sweeping, rubbish, rags, sanitary napkins, papers, ashes or hair, or any other substance, shall be thrown therein. The cost to repair any damage resulting to said water closets or sanitary sewers from misuse of any nature whatsoever shall be paid by Tenant as additional rent within thirty (30) days of being invoiced.
8. **COOKING AND GRILLING:** There shall be no cooking or baking done within the Apartment, except in the kitchen. Tenant further agrees that it will not operate a charcoal, gas or electric grill or barbecue apparatus within the Apartment. The storage, keeping, or use of gas, charcoal or open burners of any sort (as well as the fuel that they use) or any other cooking device not designated for indoor use is not permitted in the Apartment. All grilling for personal use may only be on the back patio or balcony and must be at least ten (10) feet from the building or fence. Any damage to siding or fence shall be paid by Tenant as additional rent within thirty (30) days of being invoiced.
9. **AWNINGS, SIGNS AND ADVERTISEMENT:** No awning, projection, sign, advertisement, flag, notice or device of any kind shall be placed or permitted to remain upon any part of the Apartment or Apartment Complex, nor shall any article be suspended outside the Apartment or Apartment Complex or placed in the windows or windowsills thereof.
10. **DEFECTS IN PIPES, WIRES AND ROOFS:** Tenant shall immediately give Landlord notice of defects in gas, water pipes or in electrical wires or the leaking of any roof.
11. **WINDOW TREATMENTS:** Tenant shall cover all windows and patio doors in the Apartment with either white or white-lined draperies or curtains.
12. **EXTERMINATING:** Tenant agrees to cooperate with Landlord or its exterminating service, if Landlord provides same. Tenant shall permit Landlord's exterminating service company access to the Apartment for the purposes of spraying, baiting or other type of service deemed necessary by the exterminating service company, to control and/or rid the Apartment of insects, rodents or other pests. Upon notice from Landlord, Tenant shall remove all items from the cupboards, cabinets and drawers in the Apartment, including all food, food products, dishes and other items stored in same, in order to enable the exterminating service company to spray the Apartment. Tenant's failure to so cooperate shall be considered a material breach of the terms of this Lease.
13. **SOLICITATION:** Solicitation of any type is prohibited in the apartment Community.
14. **GARAGES:** Garages are not to be used as living space.
15. **SATTELITE DISH:** Tenant must contact the office prior to installation. Installation must be in accordance with Lease. There is no guarantee of acceptable satellite reception in every unit. Satellite hardware must be mounted on the back patio area only and may not encroach onto the common area. Furthermore no holes may be drilled into the building for any reason. Installed height must not exceed the lip of the gutter.



Read and Accepted:

Initial _____

Initial _____



**EQUAL HOUSING
OPPORTUNITY**

2015 Tax Rate Request (This form must be completed and submitted on or before September 30, 2015)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes Washtenaw	2015 Taxable Value of ALL Properties in the Unit as of 5-26-15 1,137,017,654
Local Government Unit Requesting Millage Levy Charter Township of Ypsilanti	For LOCAL School Districts: 2015 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2015 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2014 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2015 Current Year "Headlee" Millage Reduction Fraction	(7) 2015 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	Gen Op	N/A	1.1160	1.0322	1.0000	1.0322	1.0000	1.0322		1.0322	N/A
Voted	Fire Prot	8/6/13	3.1250	3.1250	1.0000	3.1250	1.0000	3.1250		3.1250	2016
Voted	Sld Waste	8/6/13	2.1550	2.1550	1.0000	2.1550	1.0000	2.1550		2.1550	2016
Voted	Police	8/6/13	5.9500	5.9500	1.0000	5.9500	1.0000	5.9500		5.9500	2016
Voted	Rec/BP	8/6/13	1.0059	1.0059	1.0000	1.0059	1.0000	1.0059		1.0059	2016
PA 235	FPen/HC	N/A						1.0000		1.0000	N/A

Prepared by Linda Gosselin	Telephone Number (734) 487-4927	Title of Preparer Assessor	Date 5/13/15
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature	Print Name	Date
<input type="checkbox"/> Secretary		Karen Lovejoy Roe	
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> SUPERVISOR		Brenda L. Stumbo	

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 3 of 2015 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

2015 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

It is further understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverages 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.

1. **Local Road Dust Control (497-11-108):**

Work to include placement of three (3) solid applications of contract brine on all certified local gravel/limestone roads within the township. Estimated 68,880 gallons @ \$0.1310 per gallon.

Estimated cost of contract brine: \$ 9,023.28

AGREEMENT SUMMARY

2015 LOCAL ROAD PROGRAM	
Local Road Dust Control	\$ 9,023.28
Less 2015 Conventional Matching Funds:	4,511.64

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
UNDER THIS AGREEMENT DURING 2015: \$ **4,511.64**

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor

Witness

Karen Lovejoy Roe, Clerk

Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

2015 YPSILANTI TOWNSHIP SECOND AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

It is further understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverages 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.

1. **Sweet Road, Clark Road to Holmes Road:**

Work to include tree cutting, ditching, culvert replacement, cold milling the existing HMA surface, HMA resurfacing, limestone shoulders, and associated project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 152,000

2. **East Park Subdivision:**

Work to include crack sealing. Roads to include: Allen Avenue, Jerome Avenue, Lamay Avenue and Whitman Avenue. Final cost to be determined by competitive bid.

Estimated project cost: \$ 17,200

3. **Deauville Parish Subdivision:**

Work to include crack sealing. Roads to include: Rue Deauville, Rue Willette and Rue Vendome. Final cost to be determined by competitive bid.

Estimated project cost: \$ 14,700

4. **Paint Creek Farms Subdivision:**

Work to include crack sealing. Roads to include: Mapleview Lane, Hickory Ridge Court, Hickory Ridge Drive, Maplehurst Drive, Oakhurst Drive, Creekside Circle, Oakridge Drive, Oakbrook Drive, Oakbrook Court and Cottonwood Drive. Final cost to be determined by competitive bid.

Estimated project cost: \$ 29,800

AGREEMENT SUMMARY

2015 LOCAL ROAD PROGRAM	
Sweet Road	\$ 152,000.00
East Park Subdivision	\$ 17,200.00
Deauville Parish Subdivision	\$ 14,700.00
Paint Creek Farms Subdivision	\$ 29,800.00
Total Program	\$ 213,700.00
Less 2015 Conventional Matching Funds:	\$ 99,687.36
Less 2015 Drainage Matching Funds:	\$ 5,924.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
UNDER THIS AGREEMENT DURING 2015: \$ **108,088.64**

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor

Witness

Karen Lovejoy Roe, Clerk

Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

CHARTER TOWNSHIP OF YPSILANTI

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik
Office of Community Standards

Re: Request to authorize legal action to abate a public nuisance located at 959 Tyler Rd; legal action budgeted in General Fund account 101-950.000-801.023 in the estimated amount of \$10,000.

Date: March 11, 2015

Copy To: Board of Trustees
Doug Winters, Township Attorney

The Office of Community Standards is seeking authorization for legal action to abate a public nuisance created by ongoing narcotics trafficking investigated by the Washtenaw County Sheriff's Office and the Ypsilanti Community Action Team at the following location:

959 Tyler Rd

This single family home was purchased by Karen Denike and Gary Schoolmaster on September 19, 2014 and Ms. Denike's 38-year-old son moved in shortly thereafter. Within a few weeks the Washtenaw County Sheriff's Office began receiving reports of alleged drug dealing and late night disturbances at the property. The case was investigated by the Ypsilanti Community Action Team.

The investigation resulted in execution of a police search warrant on November 25, 2014 at about 9:00PM at which time eight people were encountered inside the house. Police seized more than 58 grams of crack cocaine packaged in 11 separate baggies that were unsuccessfully flushed down the toilet, a small amount of heroin, prescription pills, a scale, packaging materials and \$2,358 in cash. One subject inside the house was later charged with felony delivery of cocaine. The resident of the house admitted allowing his friend to sell drugs from the home and was charged with maintaining a drug house. Two other people were arrested on outstanding criminal warrants.

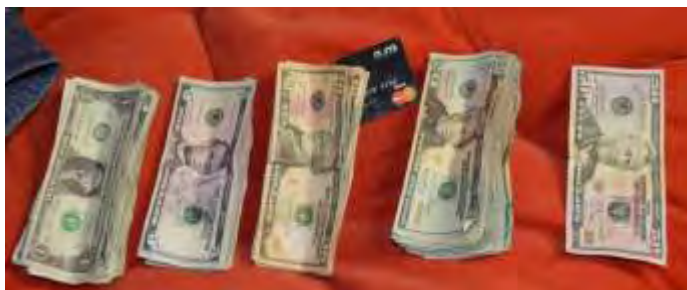
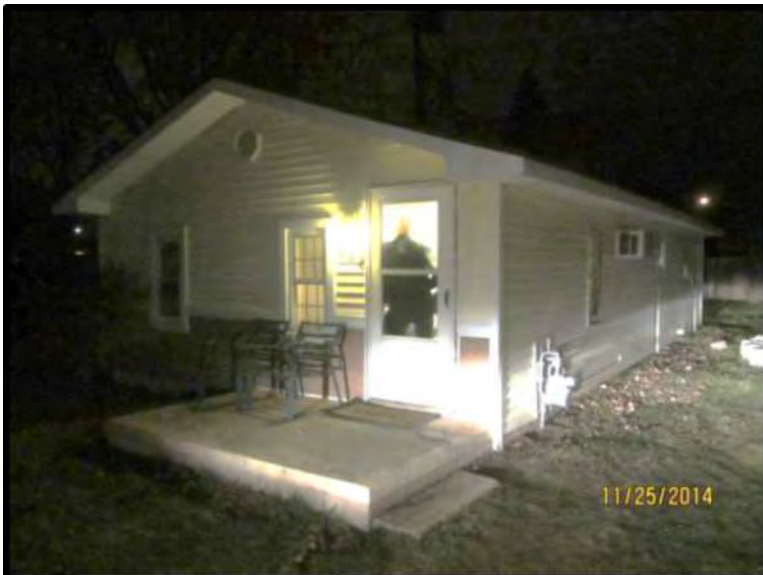
Following the drug raid, I personally met with the property owners and explained to them that they were at high risk of legal action seeking to padlock the house as a public nuisance and urged them to do whatever was necessary to stop the drug trafficking and disturbances from continuing. Legal counsel served both owners with written notice of the police investigation and warning of potential civil action to have the property declared a public nuisance and padlocked in the event of continued criminal activity.

By late December, 2014 and January, 2015 additional reports of continued drug sales had been received by the sheriff's office and a new investigation was initiated. The second investigation resulted in crack cocaine being purchased from the house and a second police search warrant being executed on February 6, 2015. This time police seized digital scales and other paraphernalia and equipment indicative of drug sales. The home's resident was charged a second time with maintaining a drug house.

On April 9, 2015, legal action seeking to have the property declared a public nuisance and padlocked was administratively approved. Once all required documents and lab reports were obtained, legal counsel prepared and filed the lawsuit on May 5, 2015 and circuit court Judge Carol Kuhnke signed an ex parte temporary restraining order that same day. The defendant property owners were served shortly thereafter and a hearing is scheduled for June 3, 2015.

This is the first such civil action brought by Ypsilanti Township pursuant to Chapter 38-Public Nuisances of the Revised Judicature Act of 1961 as amended on March 18, 2015. If the Township prevails in this case, the judge has the authority to order the house closed and padlocked for up to one year in order to abate the public nuisance.

I respectfully request formal authorization of this legal action for the protection and betterment of the community. Thank you for your consideration and support.



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 6446 Oakhurst, 1540 McCarty, 6208 Miami, 2123 Moeller, 669 Calder, 252 Oregon and 1040 Commonwealth in the amount of \$35,000 budgeted in account #101.950.000.801.023

Date: May 11, 2015

Cc: Board of Trustees
Doug Winters, Township Attorney

The Office of Community Standards has conducted investigations of six (6) 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:

6446 Oakhurst

This vacant house was inspected by administrative search warrant on April 23, 2015 after OCS staff noticed it was being marketed for sale in "as is" condition and the sale listing included a warning to visitors that a mold disclosure statement must be signed and to use extreme caution when entering the house. The inspection revealed severe advanced mold growth throughout the home and especially in the basement. Investigation showed that the mortgage was foreclosed by the Rural Development Agency of the United States Department of Agriculture in March, 2013 and was never registered to comply with the vacant housing ordinance for the past year. The house in Paint Creek Farms remains vacant and condemned with health and safety code violations and was administratively authorized for legal action on April 27, 2015.



1540 McCarthy

This vacant house in the Sugarbrook neighborhood was inspected by search warrant on May 6, 2015 after OCS staff spent the past year trying to work with the property owner to bring it into code compliance. On May 12, 2014 the owner, David Kokko of Ypsilanti Township, requested that he be granted time to register the property due to mitigating personal circumstances. On July 9, 2014, Mr. Kokko registered the property and paid delinquent fees and indicated the property would be sold within two months; meantime OCS staff went to district court to get the exterior blight cleaned up. Between January and April 2015, three scheduled inspections were cancelled by Mr. Kokko resulting in an administrative search warrant finally being obtained. The inspection revealed the house has been vacant for at least two years during which time the Township has mowed the grass. The interior has severe health and safety code violations as well as structural deterioration.



6208 Miami

This vacant house was inspected by administrative search warrant on April 28, 2015 after the Rural Development Agency of the United States Department of Agriculture failed to register the property, which has been vacant since 2013. The inspection revealed extensive water damage throughout the home that will require far-reaching repairs. The home has been condemned and the certificate of occupancy revoked.



2123 Moeller

This vacant house has been under investigation for the past eight (8) months in an effort to contact its owners, Bobby and Gloria Smith of Belleville, Michigan, and to have them register the property for inspection. The owners could not be contacted while the Township mowed the grass all last year and now again this year. The home was inspected by administrative search warrant on December 2, 2014 and a Notice of Violation sent to the owners has gone ignored. The home has serious structural deficiencies and appears to be collapsing inward, as well as being neglected inside and out.



669 Calder

This vacant house was inspected by administrative search warrant on November 20, 2014 after letters to its owner, Lindsey Alexander of Ypsilanti Township, requesting that it be registered and inspected were ignored. This house has been vacant and under code enforcement since it was first declared to be a public nuisance on June 24, 2009 after a fire. For the past six (6) years the Alexander family has neglected to repair the house or comply with circuit court orders. The house will likely require demolition.



252 Oregon

This vacant house in the Thurston neighborhood was inspected by administrative search warrant on April 15, 2015 after the current owner, Fannie Mae, failed to register the property under the vacant housing ordinance. Fannie Mae foreclosed on the mortgage in October, 2014 from its previous owners, David and Carolyn Edwards, and the redemption period ended on April 30, 2015. The home was found to be severely infested with rodents and insects resulting in much of the interior damaged by feces and having been chewed up. Rotten food and dead animals were also discovered inside.



252 Oregon

1040 Commonwealth

This single family rental property sustained substantial damage from an electrical fire on January 7, 2015 and it remains boarded up with no movement toward repair or demolition by its owners. The property owners, Jon Hall Trust of Saline, MI and Dan Mosley of Dexter, MI., are engaged in a dispute that has delayed abatement of this neighborhood eyesore. Recently, a rear window was broken out and someone entered the house, which is now a public nuisance. Legal action may now be necessary to compel the repair or demolition of this structure.



1040 Commonwealth

I respectfully request authorization to file legal action in Washtenaw County circuit court if it becomes necessary to abate these public nuisances. Thank you for your consideration and please contact me with questions or concerns.

Off-Jt
BRENDA L. STUMBO
i/Tbk
KAREN LOVEJOY ROE

LARRY J. DOE


JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTI MARTIN



Supervisor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

TO: Karen Lovejoy Roe, Clerk

FROM: Brenda L. Stumbo, Supervisor 

DATE: May 14, 2015

RE: Request to Add Campbell Title and Midwest Golf and Turf to
Ypsilanti Township Approved Vendor List

Campbell Title has moved into Ypsilanti Township and we would like to request that they be added to our Approved Vendor List. Midwest Golf and Turf is the company used for maintenance on the the golf carts at Green Oaks. They were formerly known as Michigan Tournament. Please place this request on the May 19, 2015 agenda.

If you have any questions, please let me know.

tk

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



Supervisor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

TO: Karen Lovejoy Roe, Clerk
FROM: Brenda L. Stumbo, Supervisor *Brenda*
DATE: May 11, 2015
RE: Request to Set Public Hearing on Tuesday, June 16, 2015 at 7:15 p.m. –
Neighborhood Cameras for the Bud/Blossom Area

Residents in the Bud/Blossom area have requested that a neighborhood camera be installed. Jeff Allen has been working with Comcast and has identified the potential camera location. The cost and proposed location are attached.

We are requesting that the public hearing be scheduled for this request on Tuesday, June 16, 2015 at 7:15 p.m.

If you have any questions, please let me know.

tk

Attachment

Cost To Install Cameras in Bud/Blossom Area

ESTIMATE

Area: Bud/Blossom Neighborhood, a total of 61 homes

Township Cost:

Installation of one (1) camera:

- Woodruff at Wiard

1 cameras x \$4,939/each	\$ 4,939.00
Installation Fee – 1 cameras x \$49/each	49.00
Township Cost	\$ 4,988.00

Residents' Cost:

Service for one (1) camera (\$182.85/month x 12 months)	\$ 2,194.20
--	-------------

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Comcast	\$2,194.20	\$2,194.20	\$2,194.20
Preventative Maintenance	260.00	260.00	260.00
Annual Maintenance	<u>Warranty</u>	<u>260.00</u>	<u>260.00</u>
Total Resident Cost	\$2,454.20	\$2,714.20	\$2,714.20

3 year cost is \$7,882.60, which would be divided by the number of residents.

$\$7,882.60 / 61 \text{ homes} = \$129.22 \text{ for 3 years}$

$\$129.22 / 3 \text{ years} = \43.07 per year


$\$43.07 \text{ per year} / 12 \text{ months} = \mathbf{\$3.59 \text{ per month}}$

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**
"Placing Residents First"

Supervisor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

TO: Karen Lovejoy Roe, Clerk
FROM: Brenda L. Stumbo, Supervisor 
DATE: May 11, 2015
RE: Request to Set Public Hearing on Tuesday, June 16, 2015 at 7:00 p.m. –
Neighborhood Cameras for the Appleridge Area

Residents in Appleridge have requested that neighborhood cameras be installed. Jeff Allen has been working with Comcast and has identified potential camera locations. The cost and proposed locations are attached.

We are requesting that the public hearing be scheduled for this request on Tuesday, June 16, 2015 at 7:00 p.m.

If you have any questions, please let me know.

tk

Attachment

Cost To Install Cameras in Appleridge Area

ESTIMATE

Area: Appleridge Neighborhood, a total of 121 homes

Township Cost:

Installation of two (2) cameras:

- Appleridge at Ridge
- Woodruff/Appleridge (pointed at woods)

2 cameras x \$4,939/each	\$ 9,878.00
Installation Fee – 2 cameras x \$49/each	98.00
Township Cost	\$ 9,976.00

Residents' Cost:

Service for two (2) cameras (\$182.85/month x 2 cameras x 12 months)	\$ 4,388.40
---	-------------

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Comcast	\$4,388.40	\$4,388.40	\$4,388.40
Preventative Maintenance	520.00	520.00	520.00
Annual Maintenance	<u>Warranty</u>	<u>520.00</u>	<u>520.00</u>
Total Resident Cost	\$4,908.40	\$5,428.40	\$5,428.40

3 year cost is \$15,765.20, which would be divided by the number of residents.

$\$15,765.20 / 121 \text{ homes} = \$130.29 \text{ for 3 years}$

$\$130.29 / 3 \text{ years} = \43.43 per year

$\$43.43 \text{ per year} / 12 \text{ months} = \mathbf{\$3.62 \text{ per month}}$


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
"Placing Residents First"

Supervisor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

TO: Karen Lovejoy Roe, Clerk

FROM: Brenda L. Stumbo, Supervisor 

DATE: May 11, 2015

RE: Request to Set Public Hearing on Tuesday, July 21, 2015 at 7:00 p.m. –
Neighborhood Cameras for the Oaklawn/Hawthorne Area

Residents in the Oaklawn/Hawthorne area have requested that neighborhood cameras be installed. Jeff Allen has been working with Comcast and has identified potential camera locations. The cost and proposed locations are attached.

Since there are 25 proposed cameras, residents have requested that a meeting be held prior to the public hearing to go over the locations and costs involved. Therefore, we are requesting that the public hearing be scheduled for this request on Tuesday, July 21, 2015 at 7:00 p.m.

If you have any questions, please let me know.

tk

Attachment

Cost To Install Cameras in Oaklawn/Hawthorne Area ESTIMATE

Area: Harris Road to Ecorse, Crestwood to Tyler, a total of 740 homes

Township Cost:

Installation of twenty five (25) cameras:

- Hawthorne & Ecorse
- Parkwood & Ecorse
- Maplewood & Ecorse
- Davis & Ecorse
- Maus & Emerick
- Emerick & Tyler
- Ecorse & Oaklawn (2)
- Tyler & Redwood (1 + 1 existing)
- Ecorse & Rosewood (2)
- Ecorse & Pinewood (2)
- Ecorse & Glenwood (2)
- Ecorse & Wharton
- Ecorse & Kennedy
- Ecorse & Dubie
- Ecorse & Harris
- Harris & Davis
- Harris & Parkwood
- Harris & Hawthorne
- Harris & Duncan
- Harris & Crestwood

25 cameras x \$4,939/each	\$123,475.00
Additional DVR	9,922.00
Installation Fee – 25 cameras x \$49/each	1,225.00
Additional Main Modem - \$222.85/month	2,674.20
First Year Township Cost	\$137,296.20

Residents' Cost:

Service for twenty five (25) cameras
(\$182.85/month x 25 cameras x 12 months) \$ 54,855.00

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Comcast	\$54,855.00	\$54,855.00	\$54,855.00
Preventative Maintenance (\$260/camera)	6,500.00	6,500.00	6,500.00
Annual Maintenance	<u>Warranty</u>	<u>6,500.00</u>	<u>6,500.00</u>
Total Resident Cost	\$61,355.00	\$67,855.00	\$67,855.00

3 year cost is \$197,065.00, which would be divided by the number of residents.

\$197,065/740 homes = \$266.30 for 3 years
 \$266.30/3 years = \$88.77 per year
 \$88.77 per year/12 months = **\$7.40 per month**

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



Charter Township of Ypsilanti

**Green Oaks
Golf Course**

1775 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 485-0881
Fax: (734) 485-1992

Hi Lisa,

Attached is new maintenance agreement for our golf carts. Our current service agreement has expired and the company has since been bought out by Mid-west Golf & Turf. The agreement is priced a little higher than in previous years due to the golf carts have out lasted the warranty on many of their parts.

Thank you,

Sincerely

Justin Blair, PGA
Director of Golf
Green Oaks Golf Course



OHIO
10925 REED HARTMAN
SUITE 114
CINCINNATI, OH 45242
866.514.8873 PHONE
513.874.8843 FAX

INDIANA
1720 E. PLEASANT STREET
NOBLESVILLE, IN 46060
866.424.8873 PHONE
317.776.7897 FAX

MICHIGAN
2111 HAGGERTY ROAD
COMMERCE TWP., MI 48390
248-624-5155 PHONE
248-624-6562 FAX

April 9, 2015

Green Oaks Golf Course
1775 E. Clark Rd.
Ypsilanti, MI 48198

RE: 2015 Fleet Service Program Proposal

Thank you for the opportunity to provide this proposal to service Club Car vehicles at Green Oaks Golf Course. This proposal covers 55 - 2010 Club Car gas powered golf cars.

SCHEDULED TASKS:

This program has been designed to provide preventative maintenance, general care and repairs on designated equipment. Tasks planned and scheduled provide long term care of equipment and improve the equipment operation over the life of the product. A qualified, Midwest Golf & Turf technician shall visit Green Oaks Golf Course on a weekly basis (during the golf season), at a designated time to complete routine maintenance which consists of motor and drive train repair, brake and steering service, and suspension repair. Additionally, annual preventative maintenance to include the following shall be performed on each vehicle.

Gas Powered Vehicles:

- Change (when needed)
 - Engine Oil
 - Oil Filter
 - Fuel Filter
 - Spark Plug
 - Air Filter
- Inspect and Adjust
 - Battery Electrolyte
 - Battery Hold down
 - Vent Lines
 - Ground Wires
 - Tire Pressure
- Lube Front End
- Check Charging System
- Inspect Starter Brushes
- Check operational function of:
 - Brakes
 - Parking Brake
 - Steering
 - Reverse Buzzer
 - Forward and Reverse
- Visually inspect and tighten loose hardware



OHIO
10925 REED HARTMAN
SUITE 114
CINCINNATI, OH 45242
866.514.8873 PHONE
513.874.8843 FAX

INDIANA
1720 E. PLEASANT STREET
NOBLESVILLE, IN 46060
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317.776.7897 FAX

MICHIGAN
2111 HAGGERTY ROAD
COMMERCE TWP, MI 48390
248-624-5155 PHONE
248-624-6562 FAX

PRICING

- Service Agreement - \$102 per vehicle, per year. Payable the first of the month, in six monthly payments, \$17 per car, per month (\$935 per month), April through September.
- Additional repairs outside the scope of this service agreement shall be provided at a reduced labor rate of \$72.25/hour (15% discount), and a 15% discount on parts. Estimates shall be provided at customer request.

Thank you again for the opportunity to service your Club Car vehicles!

Please sign below indicating your acceptance of this proposal.

Sincerely,

Donny Fisher

Proposal accepted by: _____

Date: _____

Print Name: _____

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: Michael Saranen, Hydro Operations

DATE: April 29, 2015

RE: Board Approval to Purchase Replacement "Environmental" Oil for Ford Lake Dam Sluice Gate System in the amount of \$38,518.60 from Eastern Oil Company for Shell Naturelle, budgeted in #252.252.000.930.001

It is requested that the May 19th Board Meeting approve the purchase of 1,100 gallons (20, 55 gallon drums) of Shell, Naturelle HF-E 46 from Eastern Oil Company in the amount of \$38,518.60. This was the quote and is budgeted in line item # 252.252.000.930.001

The existing oil in the Hydro Station's sluice gate hydraulic system is 13 years old. Oil analysis has indicated the oil is near the end of its life and is recommended to be replaced to ensure proper operation. I recommend we continue using an environmental awareness lubricate (EAL).

The current oil, Mobil EAL EnviroSyn 46H, is priced at \$2,942 per drum and the Shell product is \$ 1,926 per drum. I have spent over 2 months researching alternates for our application. 7 similar products were identified at the start of the evaluation and only 2 other products have proven compatible.

Vesco Oil –		
Mobil, EAL EnviroSyn 46H	\$ 58,840.00 Total	(\$ 2,942.00 per drum)
Eastern Oil-		
Shell, Naturelle HF-E 46	\$ 38,518.60 Total	(\$ 1,925.93 per drum)
Lubrication Engineers –		
380 EAL 46	\$ 51,628.50 Total	(\$ 2,581.425 per drum)

Please contact me if there are any questions.



April 10, 2015

Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI. 48197

Dear Michael;

ISO 9001
REGISTERED

Eastern Oil Company is a ISO-9001-2008 registered manufacturer and distributor of lubricating oils, metalworking fluids and grease located in Pontiac, Michigan. We are a full line distributor for Shell Oil Products U.S. We manufacture a complete line of industrial lubricants including metalworking fluids, rust preventatives and cleaners. Below is pricing for your consideration.

PRODUCT	PACKAGE	PRICE
Shell Naturelle HF-E 46	55 G DRUM	\$1,900.93/drum
	55 G DRUM	\$1,925.93/ND drum

Total Cost for 20 drums - \$38,518.60 – ND DRUM – Delivered Price

Current Market Price Before Shell Discount

Shell Naturelle HF – E 46	55 G DRUM	\$2,400.54/drum
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Cost Savings: \$9,017.59 – Shell Discount

Eastern Oil Advantages

1. No additional Cost – Delivered Price
 - a. Eastern Oil Delivery Trucks
2. Delivery on day you request
3. Free Empty Drum Pick Up
4. Eastern Premium Industrial Test Kit - \$210.00 (case of 10)
 - a. Web based
 - b. Email results
 - c. Analysis Results Interpretation and Explanation
5. Technical Support After Purchase
 - a. Eastern Oil Technical Services
 - b. Shell Technical Services
 - c. On site support

Market History

Shell Naturelle HF – E 46 has been in the US market for over 10 years. Globally, the product has been on the market over 13 years.

Lead Time

15 to 20 business days from receipt of purchase order: Once Eastern Oil receives purchase order we can place order with Shell. Delivery will be made upon your request.

There is a twenty five-dollar refundable drum deposit on all metal drums and a thirty five-dollar refundable drum deposit on all plastic drums. There is a five-dollar environmental service fee on all returned drums. Package orders of less than 30 gallons and bulk orders of less than 165 gallons may be subject to a delivery charge.

If you have any questions, please call me at 248-333-1333 or you may visit our website at www.easternoil.com. I look forward to working with you in the near future.

Sincerely,

Zachary Seiser
Transport Sales Engineer
Eastern Oil Company



April 17, 2015

Mr. Michael Saranen
 Charter Township of Ypsilanti
 Ford Lake Hydroelectric Station
 2727 Bridge Road
 Ypsilanti, MI 48197

Dear Mr. Saranen,

Lubrication Engineers, Inc. (LE) is pleased to provide this proposal for the replacement of the EAL hydraulic oil in your sluice gate system. Replacement of this oil is highly recommended based on the current condition deemed from oil analysis. LE recommends the continued use of an Environmentally Acceptable Lubricant (EAL) in this system as the most responsible choice available on the market today.

LE is proud to recommend it's environmentally friendly LE 380 Synthetic EAL Hydraulic Fluid which is biodegradable, non-toxic, non-bioaccumulating, and is derived from renewable resources; all without compromising performance as compared to traditional mineral oil based hydraulic fluids. The ingredients in this fluid meet or exceed the stringent specifications as found on the European Ecolabel Lubricant Substances Classification List (LuSC-list), setting LE apart from much of the EAL competition. The fluid also meets or exceeds the provisions outlined in the US EPA VGP 2013 standard. This product contains a base fluid and additive package carefully selected for unmatched long-term oxidation resistance, reduced wear, and improved pour point for supreme cold temperature performance. It will allow the Township to minimize impact to the environment while maximizing the life of the fluid and equipment performance. LE has completed compatibility testing of LE 380 with the current oil in the system, and they were found to be 100% compatible.

Included in the delivered pricing listed below, LE will provide the necessary on-site assistance to Township employees to complete the oil change from start to finish. LE will complete a comprehensive lubrication reliability survey of all plant equipment at no extra charge. LE will also include ten (10) LEAP Advanced Industrial oil analysis sample kits for periodic testing and monitoring of the sluice gate hydraulic system. Please allow 2 to 3 weeks for delivery from receipt of order. Also, please see attached supporting documentation.

Part Number	Description	Quantity (55 gal drums)	Net Price per Drum	Net Amount	Volume Discount	Discounted Price per Gallon	Total (includes shipping)
380-DR	Synthetic EAL Hydraulic Fluid	20	\$2,868.25	\$57,365.00	-\$5,736.50	\$46.94	\$51,628.50

We look forward to working with you to complete this project and continuing to be your reliability partner.

Thank You for the Opportunity,

Matthew P. Pressnell, CLS
 Lubrication Reliability Consultant
 Certified Lubrication Specialist (STLE)

Attachments

Zimbra

msarane@ytown.org

RE: Ypsilanti Twp - Hydro dam price quote

From : Jerry Sheley <jsheley@vescooil.com>
Subject : RE: Ypsilanti Twp - Hydro dam price quote
To : 'Michael Saranen' <msarane@ytown.org>

Wed, Feb 18, 2015 06:16 AM

 2 attachments

Hi Mike,

That's a bunch of Hyd oil, not sure at this point if we do have it in stock, but will check it out.
 \$2942.03 per drum plus \$25.00 drum deposit.

From: Michael Saranen [mailto:msarane@ytown.org]
Sent: Tuesday, February 17, 2015 8:22 AM
To: Jerry Sheley
Subject: Ypsilanti Twp - Hydro dam price quote

Hi Jerry

I need pricing for 19 drums of EAL envirosyn 46 H

Michael Saranen
 Hydro Operations
 Charter Township of Ypsilanti
 7200 S. Huron River Dr.
 Ypsilanti, MI 48197

Office: 734-544-3691
 Fax: 734 544-3626
 Cell: 734-368-4169

Ford Lake Hydro, a piece of history helping with today's renewable energy needs.
www.ytown.org

|]

Charter Township of Ypsilanti

| |



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

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

MEMORANDUM

To: Charter Township of Ypsilanti Supervisor and Trustees

From: Ypsilanti Township Fire Chief Eric Copeland

Date: May 4, 2015

Subject: Authorization to purchase a vehicle from the MiDEAL Government Fleet Sales for the Fire Department including a 2015 Ford Expedition XL (SSV) 4x4 in the amount of **\$30,489.00** plus recommended options: Fleet Convenience Package = **\$395.00**, Rear View Camera = **\$549.00**, All Weather H.D. Floor Mats = **\$89.00** totaling **\$31,522.00** budgeted in line item: #206-970-000-979-000 for **CAPITAL OUTLAY - FIRE APPARATUS.**

Attached is MiDEAL #3905-0085 Contract #07B1300005 for a **2015MY Expedition XL (SSV) 4 X 4, 3.5L, V6 Eco Boost** and contains a listing of factory options for consideration. The MiDEAL proposal includes a few recommended options like adj. pedals, reverse sensing, rear view camera, and all weather floor mats. F.O.B. delivery to Ypsilanti - Lead Time is estimated at 12 – 14 weeks with recommended options Lead Time is estimated at 14 – 16 weeks from receipt of Purchase Order. The contact is Jim Agney of Gorno Ford, 22025 Allen Rd. Woodhaven, MI 48183.

The vehicle purchase will replace the current Fire Chief's vehicle a 2006 Ford Explorer with 90,000+ miles and render it to a reserve fleet status. Subsequently, the 1998 Ford Crown Victoria with 91,600+ miles will be eliminated from Fire Department fleet and sent to auction.

SSV-Expedition

DATE: 3/30/15

TO: ERIC COPELAND, YPSILANTI TWP. FIRE DEPT.
734-368-6769 (Direct) ecopeland@ytown.org

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) (FAX) 734-676-7647 jagnev@gornoford.com

RE: MiDEAL # 3905-0085 Contract # 07B1300005 2015MY EXPEDITION XL (SSV) 4x4, 3.5L V6 Eco Boost, OXFORD WHITE/BLACK CLOTH BUCKET SEATSw/COLUMN SHIFT,6spd. A/Tw/OD, MULTI-LINK REAR SUSP., ADVANCE TRACw/ROLL - STABILITY CNTRL., TPMS, PWR. DISC BRKS.w/ABS, FRNT./SIDE AIRBAGS, KEYLESS (KEYPAD) +REMOTE ENTRY, TRACTION CNTRL., SOLAR TINTED -- GLASS (REAR PRIVACY) , FOG LAMPS, DRL'S, POWER WINDOWS/LOCKS/ - Htd.MIRRORS, ROOF RACKw/CROSS BARS, MANUAL A/Cw/REAR - AUX. CNTRLS., POWER DRIVERS SEAT, CRUISE/TILT, COMPASS+OUTSIDE -- TEMP. DISPLAY, AM/FM/CD/MP3w/CLOCK, MSG. CTR., FRNT.TOW HOOKS, P265/70Rx17AS,ALUM. WHEELS, H.D. BLACK VINYL FLOOR COVERING, CAPLESS EASY-FUEL SYS., CLASS IV TRAILER TOW PKG.w/H.D. RADIATOR - TRANS. OIL COOLER, 7-PIN CONNECTOR, ELEC. BRK. CNTRLR., FACTORY -- BLACK RUNNING BOARDS

F.O.B. DELIVERED TO YPSILANTI, MI \$30,489.00
(MSRP = \$42,310.00)

Current Lead Time is estimated at 12 - 14 weeks.

RECOMMENDED OPTIONS:

FLEET CONVENIENCE PKG. (Includes; Adj. pedals, Reverse Sensing)	395.00
REAR VIEW CAMERA	549.00
ALL-WEATHER H.D. FLOOR MATS	89.00

Please review, *SELECT OPTION* sign and fax back or fax Purchase Order to Jim Agney.

Lead time is currently estimated at 14 - 16 weeks from receipt of Purchase Order.

Customer Signature: _____

Thank you,
Jim Agney

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



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

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

MEMORANDUM

To: Charter Township of Ypsilanti Trustees

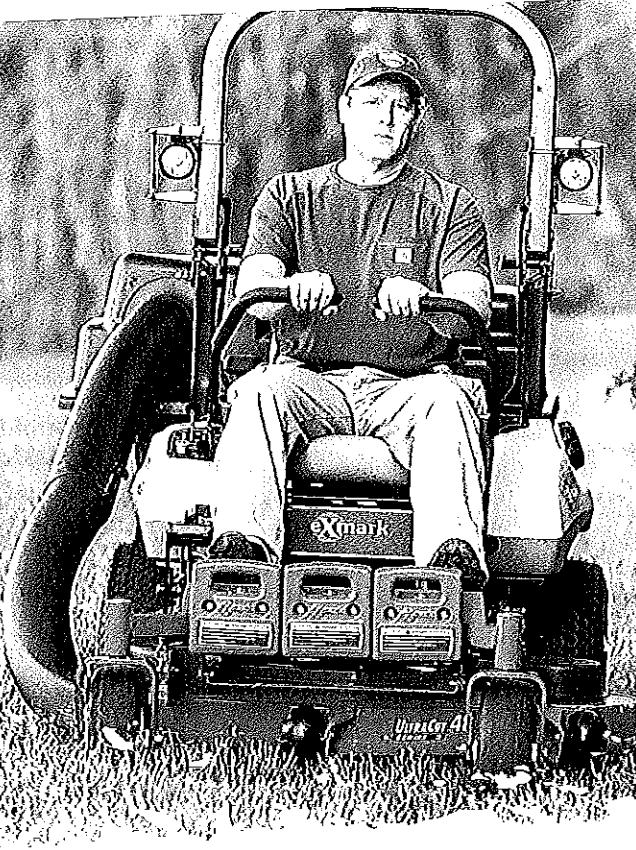
From: Ypsilanti Township Fire Chief Eric Copeland

Date: May 11, 2015

Subject: Authorization to purchase three zero turn mowers with mulch package kits with pricing from Government specifications from Weingartz in Ann Arbor, MI as recommended by Carl Girbach of Environmental Services, for the Fire Department in the amount totaling **\$10, 621.00** budgeted in line item: #206-970-000-979-000 for **CAPITAL OUTLAY – FIRE APPARATUS.**

Attached is the Government Pricing quote #**70005428-00** from Weingartz of Ann Arbor for two (2) Toro SS3225 32” Deck 452cc for **\$2,249.00** each with two (2) 32” Recycler (mulch) Kits for **\$102.00** each for an amount totaling **\$4,702.00** and one (1) Pioneer S-Series 52” Deck mower with 2 year commercial plan for **\$5,679.00** and a 52” mulch kit for **\$240.00** for a cost of **\$5,919.00** and a grand total of **\$10, 621.00.**

Included also is an evaluation of the Fire Department’s existing lawn mowing equipment performed by project manager Captain Keith Harr containing replacement recommendations from Carl Girbach of Environmental Services for Ypsilanti Township.



PIONEER COMPARISON CHART

	<i>PIONEER E-SERIES</i>	<i>PIONEER S-SERIES</i>
ENGINES	KKohler® ZT710 V-Twin KKohler® ZT720 V-Twin	Kohler® ZT710 V-Twin Kohler® ZT720 V-Twin Kohler® ZT740 V-Twin Kawasaki® FX691V V-Twin Kawasaki® FX730V V-Twin
DECK SIZE	48" / 52"	48" / 52" / 60"
DECK STYLE	Full Floating Series 2 Fabricated, 4" deep 7.50" cutter housing, 17mm spindle shaft with hex blade driver	Full Floating UltraCut™ Series 3 Fabricated, 5" deep (48"/52") 7.75" cutter housing, 25mm spindle shaft with splined blade driver Full Floating UltraCut™ Series 4 Fabricated, 5.5" deep (60") 7.75" cutter housing, 25mm spindle shaft with splined blade driver Full Floating Rear Discharge Deck (60") 7.75" cutter housing, 25mm spindle shaft with splined blade driver
WARRANTY	1-year Commercial, 4-year Consumer or 500 Hours, 3-year Engine	2-year Commercial, 4-year Consumer or 500 Hours, 3-year Engine
HYDRO DRIVE SYSTEM	ZT-2800	ZT-3100 (48"/52") ZT-3400 (60")
SPEED	Up to 7.0 mph	Up to 8.0 mph (48"/52") Up to 9.0 mph (60")
FEATURES	7 Gallons Fuel Capacity, Standard Hour Meter, Commercial-Grade Deck, Rollover Protection System, Seat Suspension System	7 Gallons Fuel Capacity, Standard Hour Meter Heavy Duty Air Cleaner, Commercial-Grade Deck, Rollover Protection System, Seat Suspension System, Optional Power Bagger Available
FRONT CASTER	13" x 5.0-6" Pneumatic	13" x 5.0-6" Pneumatic
DRIVE TIRES	20" x 8-10" 4-ply	22" x 9.5-12" 4-ply (48"/52") 23" x 10.5-12" 4-ply (60")



www.exmark.com

5436 Jackson Road
Ann Arbor, MI 48103
Direct: (734) 239-8222
Fax: (734) 239-8209
Office: (734) 239-8200
Email: skull@weingartz.com

Steve Kuti
Sales Representative

WEINGARTZ
EVERYTHING FROM LAWN TO SNOW

WWW.WEINGARTZ.COM

Looking for a commercial-grade, zero-turn renowned cut quality with unbeatable Pioneer. Their brawny Kawasaki and Kohler engines, unibody frame, and patented UltraCut deck can outperform any comparably-priced mower.



PIONEER
E-SERIES

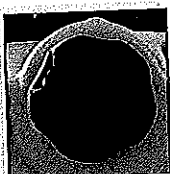


PIONEER
S-SERIES

PIONEER E-SERIES FEATURES

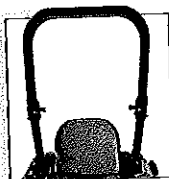
EVEN FILLING UP IS EFFICIENT

A large, seven-gallon fuel tank with a single fill location translates to less time pumping gas and more time cutting grass.



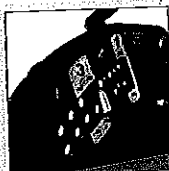
SAFETY-PLUS

First and foremost, the Rollover Protection System is an important safety feature. Plus, its rear-sloping design helps deflect branches away from the operator.



LOCK DOWN

An easy-to-use transport lock conveniently holds the deck up for trailering. It also enables manual feathering on uneven terrain.



AVAILABLE ACCESSORIES

- Micro-Mulch™ System
- Sun Shade
- Equipment Cover
- Non-Powered Collection System (Six bushel)
- Hitch Kit
- Jack and Receiver
- Hella® Work Lamp Kit
- Full-Suspension Seat

PIONEER S-SERIES FEATURES

REAR DISCHARGE (ECHO™)

Allows for increased productivity while mowing around trees, buildings and structures. An easy-to-use rear discharge chute helps keep the operator clear.



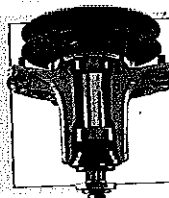
COMFORT SEATS

The Pioneer features a full-suspension seat with coil spring suspension. This provides comfort and productivity on hard terrain.



MAINTENANCE-FREE SPINDLES

Commercial-grade, cast aluminum spindles feature sealed bearings to resist damage from moisture and impact, with no annual greasing required.



AVAILABLE ACCESSORIES

- Micro-Mulch™ System
- Sun Shade
- Equipment Cover
- UltraVac® Powered Bag Collection System (Eight bushel)
- Hitch Kit
- Jack and Receiver
- Hella® Work Lamp Kit
- Full-Suspension Seat
- Finish Cut Baffle (On Rear Discharge model)

www.exmark.com

SPECIFICATIONS

	SS3225 74710	SS4200 74720	SS4225 74721	SS4250 74723	SS5000 74730	SS5000 74731	SS5425 74740
TIMECUTTER™ SS							
ENGINE AT 3600 RPM	Toro® 452cc	Toro 452cc	↳ 22 hp Kohler® V-Twin 725cc with AutoChoke	↳ Toro V-Twin 708cc w/Max-Flow™ Air Filtration System	↳ 23 hp Kawasaki™ V-Twin 726cc	Toro V-Twin 708cc w/Max-Flow Air Filtration System	↳ 24 hp Kohler V-Twin 725cc w/AutoChoke and High Capacity Air Cleaner
ENGINE GUARD	Standard	Standard	Standard	Standard	Standard	Standard	Standard
FUEL CAPACITY	3 gallon	3 gallon	3 gallon	3 gallon	3 gallon	3 gallon	3 gallon
MOWING DECK	32" - 13 ga. 1 blade	↳ 42" - 13 ga. 2 blades	42" - 13 ga. 2 blades	42" - 13 ga. 2 blades	↳ 50" - 12 ga. 3 blades	50" - 12 ga. 3 blades	↳ 54" - 12 ga. 3 blades
BLADE TIP SPEED	18,900 ft/min	17,800 ft/min	17,800 ft/min	17,800 ft/min	↳ 18,300 ft/min	18,300 ft/min	18,300 ft/min
DECK WASHOUT PORTS	Standard	Standard	Standard	Standard	Standard	Standard	Standard
HEIGHT OF CUT	1.5" - 4.5"	1.5" - 4.5"	1.5" - 4.5"	1.5" - 4.5"	1.5" - 4.5"	1.5" - 4.5"	1.5" - 4.5"
FOOT ASSIST HOC	Optional	Optional	Optional	Optional	Optional	Optional	Optional
FRAME	Heavy Duty 10 Gauge	Heavy Duty 10 Gauge	Heavy Duty 10 Gauge	Heavy Duty 10 Gauge	Heavy Duty 10 Gauge	Heavy Duty 10 Gauge	Heavy Duty 10 Gauge
HITCH	Standard	Standard	Standard	Standard	Standard	Standard	Standard
ANTI-VIBRATION MAT	Standard	Optional	Optional	↳ Standard	Optional	Optional	Optional
TRANSMISSIONS	Dual Hydrostatic	Dual Hydrostatic	Dual Hydrostatic	Dual Hydrostatic	Dual Hydrostatic	Dual Hydrostatic	Dual Hydrostatic
SMART SPEED*	Standard	Standard	Standard	Standard	Standard	Standard	Standard
AUTOMATIC PARKING BRAKE	Standard	Standard	Standard	Standard	Standard	Standard	Standard
MOW & GO (F/R) TRIM & TOW (F/R)	7 mph/3 mph 4 mph/1.7 mph	7 mph/3 mph 4 mph/1.7 mph	7 mph/3 mph 4 mph/1.7 mph	7 mph/3 mph 4 mph/1.7 mph	7 mph/3 mph 4 mph/1.7 mph	7 mph/3 mph 4 mph/1.7 mph	7 mph/3 mph 4 mph/1.7 mph
TIRES (REAR)	18" x 6.0"	↳ 18" x 7.5"	18" x 7.5"	18" x 7.5"	↳ 18" x 9.5"	18" x 9.5"	↳ 20" x 10"
TIRES (FRONT)	11" x 4"	11" x 4"	11" x 4"	11" x 4"	↳ 13" x 5"	13" x 5"	13" x 5"
SEAT	18" Extra-Tall	15" High Back	15" High Back	15" High Back	↳ 18" Extra-Tall	18" Extra-Tall	18" Extra-Tall
ARMRESTS	Optional	N/A	N/A	N/A	↳ Standard	Optional	Optional
HOUR METER	Standard	Optional	Optional	Optional	Optional	Optional	Optional
STORAGE DIMENSIONS (W x L x H)	35.3" x 71.8" x 41.5"	45.3" x 71.8" x 37.3"	45.3" x 71.8" x 37.3"	45.3" x 71.8" x 37.3"	54.6" x 72.9" x 41.5"	54.6" x 72.9" x 41.5"	54.6" x 72.9" x 42.5"
RESIDENTIAL LIMITED WARRANTY**	3-Year Unlimited Hours	3-Year Unlimited Hours	3-Year Unlimited Hours	3-Year Unlimited Hours	3-Year Unlimited Hours	3-Year Unlimited Hours	3-Year Unlimited Hours

↳ = Enhanced or Step-Up feature

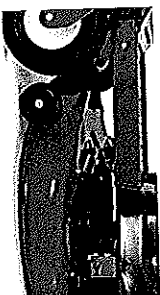
ADDITIONAL FEATURES



LESS MOWING TIME = LONGER MOWING LIFE
TimeCutter owners report an average time savings of 45% vs. their previous mower!



PROFESSIONAL QUALITY OF CUT
Toro is counted on to maintain premier grounds such as the Super Bowl® fields, NASCAR® speedways, and the best golf courses in the world.



4" DEEP STEEL DECKS
High capacity decks provide superior cutting performance in all conditions. Deck washout port for easy cleaning.



COMFORTABLE SEATS
18" extra-tall seats provide ample back support for a smooth, comfortable ride. Select models.



3 YEAR UNLIMITED HOUR WARRANTY**
Warranted against defects in materials and workmanship for 3 years with no hour restrictions. See your Toro dealer for details.

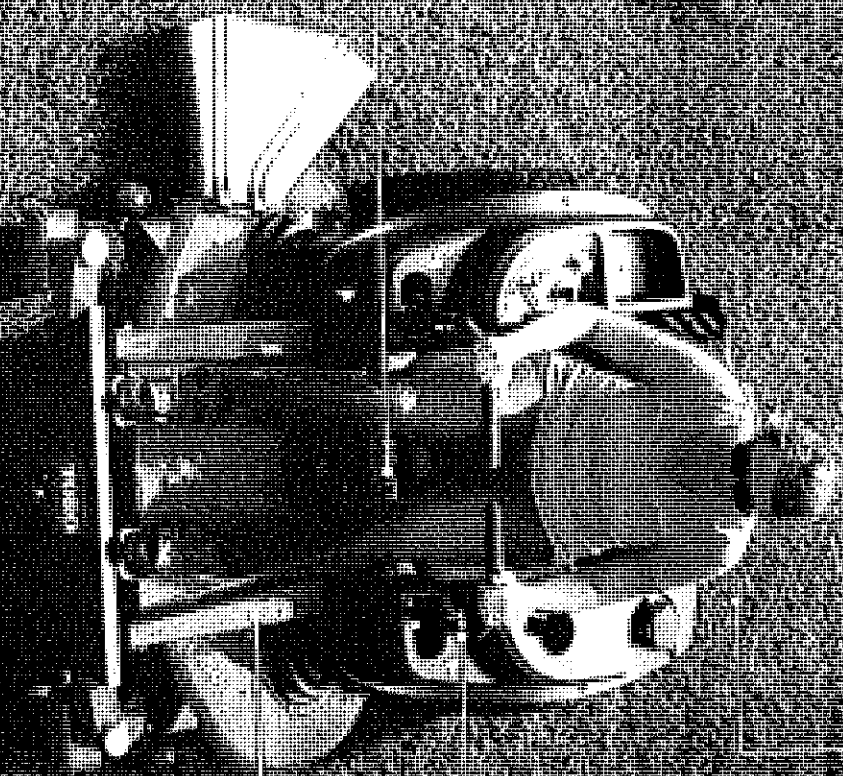


490-8990 ©2015 The Toro Company. All rights reserved. Specifications subject to change without notice and without incurring obligation. Products depicted on this sell sheet are for demonstration purposes only. Actual products offered for sale may vary in design, required attachments and safety features. *The gross torque ratings of these engines were laboratory rated by the engine manufacturer in accordance with SAE J1940. As configured to meet safety, emission and operating requirements, the actual engine torque on these mowers may be significantly lower. **See retailer for warranty details. † Time savings by yard size are from 2009 - 2012 survey results for Toro residential zero-turn mowers, as reported by owners.

TORO

TIMECUTTER

55 SERIES ZERO TURN MOWERS



ALTERNATE
FARMING PACKAGE

See your dealer for details. For more information, call 1-800-451-1000.

HEAVY DUTY
10 SQUARE FRAME

See your dealer for details. For more information, call 1-800-451-1000.



WEINGARTZ EVERYTHING FROM LAWN TO SNOW

QUOTATION

To: **YPSILANTI TOWNSHIP FIRE DEPT**
 7200 S HURON RIVER DR
 YPSILANTI, MI 48197

Quote #: **70005428-00**
 Date: **04/29/15**
 Exp Date:

Attn:
 Phone: **(734) 487-4927**
 Email:

Prepared By: **Steve Kuti - AA Sales**
 Phone: **(734) 239-8222**
 Email: **skuti@weingartz.com**

Product number	Product and Description	Qty	Sale Price	Total
TO74710	Toro SS3225 32" Deck 452cc List Price: \$2,599.00	1	\$2,249.00	\$2,249.00 XZ
TO79017	32" Recycler Kit Timecut 2011 List Price: \$102.99	1	\$102.00	\$102.00 XZ
EXPNS740KC604SS	60" Deck Kohler Command List Price: \$8,657.00	1	\$6,239.00	\$6,239.00
EXMK606	60" Mulch Kit 604 & 606 Series List Price: \$329.95	1	\$264.00	\$264.00
EXPNS720GKC52300	PIONEER S-SERIES List Price: \$7,880.00	1	\$5,679.00	\$5,679.00
EXMK523Q	52" Mulch Kit List Price: \$299.95	1	\$240.00	\$240.00
EXPNE720GKC52200	Pioneer E-Series 720 Koh 52" Deck List Price: \$6,666.00	1	\$4,799.00	\$4,799.00
EX109-5982	52" Quest Mulch Kit List Price: \$249.95	1	\$199.00	\$199.00

Total ~~\$19,771.00~~
 Invoice Total ~~\$19,771.00~~

\$10,519

Approved By

Customer _____ Date _____ Weingartz Representative _____ Date _____

Chief,

I have finished my evaluation of our Lesco 48" & 32" walk behind mowers and this is my findings.

- 1- The mowers are 17 years old.
- 2- Lesco no longer makes any walk behind mowers
- 3- I was only able to find one CO. that could supply any parts and it would be limited.
- 4- We own 4- 48" lesco mowers only 3 run at this time.
- 5- We have a newer (10yrs) 32" Lesco that is a knee shift we have had two injures using it and no one feels comfortable using it
- 6- All the 48" mowers have between 4500-6500 hours of use.

My recommendation after talking with Carl from Environmental Services is that it's time to replace our current mowers. Carl's recommendation was for me to go to Weingartz in Ann Arbor and ask for the Government pricing. Carl also recommended that we look closely at the eX-mark brand as a replacement option. Carl stated that he did a lot of research before purchasing the township equipment and he is very happy with both the brand and the service of Weingartz.

I met with Steve Kutz the salesman at Weingartz and he asked a lot of detailed questions about how we would be using the mowers. Steve's recommendation is as follows:

- 1-Replace the three mowers at station 1 with one 52" eXmark commercial mower
- 2-Replace the mower at station 3 & 4 with a high grade residential mower. Steve's suggestion was a 32" Toro zero turn with a mulching package.

The cost:

1 eXmark 52" Pioneer S-Series with mulch package would be \$5919.00

2 Toro 32" mowers with mulch kits would be \$4702.00

Giving us a grand total of \$10,519.00.

Both Carl and Steve recommended that we sell our used equipment on ebay because Weingartz was not interested in our mowers.

If I can be of any other assistance please let me know.

Captain Harr

CHARTER TOWNSHIP OF YPSILANTI

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik
Office of Community Standards

Re: Request to authorize solicitation of demolition bids to close legal action on properties at the following locations: 1236 Ridge, 2977 Grove, 2572 Hearthside and 6321 Rossback

Date: March 13, 2015

Copy To: Board of Trustees
Doug Winters, Township Attorney

The Office of Community Standards wishes to seek competitive bids for demolition of structures located at the following locations in order to close legal action currently open in Washtenaw County circuit court. The Township is seeking court permission to demolish the structures because the property owners either cannot or will not abate these public nuisances. The Township will seek reimbursement from responsible parties once demolition is completed.

1. 1236 Ridge Township v. Tony Dillion
2. 2977 Grove Township v. Charles W. Green and CP-SRMOF II 2012-A TRUST
3. 2572 Hearthside Township v. Dewey H. Alexander, Trustee of the Dewey H. Alexander and Evelyn a. Alexander Revocable Living Trust and Shirley Brooks
4. 6321 Rossback Township v. Edwin L. Rupert
5. 680 Gill Washtenaw County Treasurer Tax Foreclosure

A recommendation to award the jobs will be submitted for approval to the Board of Trustees with a budget amendment to fund the projects. Thank you for your consideration.

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Karen Lovejoy Roe, Township Clerk
From: Travis McDugald, IS Manager
Re: Request to accept the bid for installation of underground fiber connecting the Community Center with Fire Station 1 from Fiber Link, Inc. at a cost of \$167,439.51 and approve other associated costs totaling \$9,750; total project cost of \$177,189.51 is budgeted in line item 101-970-000-971-010.
Date: May 13, 2015
Copy To: Mike Radzik, OCS Director

On November 18th 2014 the Township Board approved seeking proposals for alternative network infrastructure to connect the Committee Center to Fire Station 1. The RFP requested that bidders provide alternative options to accomplish the connection, e.g. underground, aerial or a combination of both.

In response to the RFP, the Township received three proposals from two companies:

- 100% Underground Installation from Fiber Link Inc. (Lapeer MI) for \$167,439.51 including railroad permitting fees
- Part Underground / Part Aerial from Roese Contracting Co. Inc. (Kawkawlin MI) for \$145,000
- 100% Aerial from Fiber Link Inc. (Lapeer MI) for \$98,908.14

For background information, the Community Center is designated and equipped as a disaster recovery site for the Civic Center. Should a natural disaster or other catastrophic event compromise the Civic Center, operations would need to be migrated to this location and the infrastructure must already be in place to restore vital services. The annual cost to maintain our existing disaster recovery system at the Community Center is about \$13,000; this expense would be eliminated once this project was completed with a return on investment of approximately 13 years.

This project will migrate the disaster recovery infrastructure from the Community Center to Fire Station 1 which will allow us to maintain these systems with redundant power from the Fire Station 1 generator. The Community Center currently lacks a generator and the battery array at the site provides very limited run time in the case of an extended power failure. The fiber

connection between Fire Station 1 and the Community Center will allow fully restored services at the Community Center while operating in disaster recovery mode.

It is recommended that the Township select the 100% underground proposal from Fiber Link, Inc. at a cost of \$167,439.51 to install fiber optic cable fully underground and completely avoid aerial cables for several reasons:

- Underground cable is much less likely to get damaged by a storm, by vandalism or when a utility pole is struck by a vehicle.
 - The estimated cost to repair a damaged or severed aerial cable is \$10,000 per site per occurrence with an extended loss of service during the repair time which can be as long as one week.
- Meets the stated goal of the Township’s Master Plan to have all future utility infrastructure installed underground.

Fiber Link Inc. warranties its work for one year.

In addition to the Fiber Link, Inc. contract cost to install the fiber cable underground, there are additional costs for fees required to comply with state regulations related to Miss Digg. The fiber cable will also require purchase of network switches and other hardware to be installed on each end of the fiber connection to make it work. In addition to awarding the Fiber Link, Inc. installation contract, the total project cost is \$177,189.51 as follows:

TOTAL PROJECT COSTS	\$177,189.51
FIBER INSTALLATION	\$167,439.51
MISS DIGG FEES	\$750
NETWORKING EQUIPMENT	\$9,000

I respectfully request approval to award the bid as recommended to Fiber Link, Inc. in the amount of \$167,439.51 and to authorize the signing of necessary contracts pursuant to review by legal counsel; to pay required Miss Digg fees and to purchase required networking equipment to operate the fiber connection.

Thank you for your consideration.

Travis McDugald
IS Manager, Charter Township of Ypsilanti

Form A: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the contract execution to furnish the subject services for a base cost not to exceed

\$154,839.51

(Please attach a detail of the cost with this cost form page)

Company Name: FIBER LINK, INC.
Address: 3529 W. GENESEE
Address: SUITE 6
City, State, Zip: LAPEER, MI 48446
Telephone Number: 810-667-2891
Federal Employer Identification Number: 38-2926627
eMail: tsnoblen@fiberlinkinc.com

By: Tina M Snoblen
(Signature)

Title: TINA M SNOBLEN
(Typed or printed name)

Date: APRIL 29, 2015

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

Form A: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the contract execution to furnish the subject services for a base cost not to exceed

\$ 71,508.14

(Please attach a detail of the cost with this cost form page)

Company Name: FIBER LINK, INC.
Address: 3529 W. GENESEE
Address: SUITE 6
City, State, Zip: LAPEER, MI 48446
Telephone Number: 810-667-2891
Federal Employer Identification Number: 38-2926627
eMail: tsnoblen@fiberlinkinc.com

By: Jina M Snoblen
(Signature)

Title: JINA M SNOBLEN
(Typed or printed name)

Date: APRIL 29, 2015

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

Form A: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

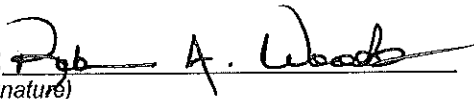
- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the contract execution to furnish the subject services for a base cost not to exceed

\$ 145,000.00

(Please attach a detail of the cost with this cost form page)

Company Name: R. Roese Contracting Co., Inc.
Address: 2674 S. Huron Rd
Address: _____
City, State, Zip: Kawkawlin, MI 48631
Telephone Number: 989-684-5121
Federal Employer Identification Number: 38-1886324
eMail: woods@rroese.com

By:  Title: V.P. Operations Date: 4-30-2015
(Signature) (Typed or printed name)

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.
Unsigned proposals will not be considered.

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: May 11, 2015

RE: Request to seek sealed bids for Bud & Blossom Playgound equipment & install

I am seeking authorization to seek sealed bids to replace the existing playground equipment at Bud & Blossom Park.

We will be working with the Urban County group to try to secure CDBG funding in order to purchase and install this equipment. We expect this funding (up to \$35,000) to be available after July 1, 2015, so that the install may be completed by the end of the summer.

We are interested in purchasing & installing 2 separate pieces, one is a multiple slide structure and the other is for a 4-bay arch swing. The age range on both of these sections would be ages 2-12.

The Parks & Recreation Master Plan had identified the play equipment as outdated and needing to be replaced. See page 51 excerpt attached.

We anticipate the cost of this not to exceed \$37,048 and to be charged to an account created once the funding is secured.

**Figure 18
Action Plan
2014 - 2018**

Project	Goal/ Objective	Preliminary Cost Estimate	Funding Source	Priority
Big Island Park				
Clear up brush on Island and add a picnic area	Goal A,B,C Obj. 1,4,5,9	TBD	Local	E
Potential to add a dock	Goal A,B Obj. 1,4,5,9	TBD	Local	E
Bud & Blossom Park				
Remove older play equipment; replace with new accessible play equipment	Goal A,B Obj. 1,3	\$60,000	Grant, Local	B
Add additional benches, picnic tables and a bike rack	Goal A,B Obj. 1,3	\$5,000	Local	C
Add additional plantings and landscaping	Goal A, B Obj. 1,3	TBD	Local	D
Create trail system in park and connect with Appleridge Park through the wooded area.	Goal A, B Obj. 1,3	TBD	Grant, Local	D
Burns Park				
Install accessible connections from paths to picnic tables and play equipment; update picnic tables to ADA standards	Goal A,B Obj. 1,3	\$25,000	Local	C
Add additional plantings and landscaping	Goal A,B Obj. 1,3	TBD	Local	E
Clubview Park				
Add additional benches, picnic tables and a bike rack to the south end of the park	Goal A,B Obj. 1,3	\$8,000	Local	C
Pave perimeter pathway and provide accessible links to play equipment and tennis court	Goal A,B Obj. 1,3	TBD	Grant, Local	E
Add additional plantings and landscaping	Goal A,B Obj. 1,3	TBD	Local	E
Fairway Hills Park				
Add signage and landscaping at park entrances	Goal A,B Obj. 1,3	\$5,000	Local	E
Add benches and bike rack along paved trail	Goal A,B Obj. 1,3	\$5,000	Local	E
Harris Park				
Replace old picnic tables with ADA compliant ones; add bike rack	Goal A,B Obj. 1,3	\$10,000	Local	C
Renovate shelter and restroom facilities	Goal A,B Obj. 1,3	TBD	Local	D
Redesign and pave parking lot	Goal A,B Obj. 1,3	TBD	Grant, Local	D
Add additional plantings and landscaping	Goal A,B Obj. 1,3	TBD	Local	E



CALL 800.722.8546

MiracleMidwest.com

Now Serving
Michigan, Indiana,
& Ohio!

QUOTATION

TO: Ypsilanti Township
Attention: Jeff Allen

DATE: May 11, 2015
SUBJECT: Bud and Blossom Playground Option #7
QUOTE FIRM: 30 days
DELIVERY TIME ARO: 4 – 6 weeks
Email:

Ph: Fax:

PRICES QUOTED: F.O.B: JOBSITE

TERMS: **ORDER CANNOT BE PLACED WITHOUT A SIGNED QUOTE OR PURCHASE ORDER. ORDERS OVER \$5,000 WILL REQUIRE A SIGNED PURCHASE ORDER BEFORE THEY WILL BE PLACED.** ORDER IS NET 30 DAYS WITH APPROVED CREDIT AND WITH PURCHASE ORDER OR LETTER OF PURCHASE. OTHERS NEED IRREVOCABLE LETTER OF CREDIT WITH PURCHASE ORDER. UNSATISFACTORY/NO CREDIT HISTORY: PAYMENT WITH ORDER.

QUANTITY	ITEM #	DESCRIPTION	TOTAL PRICE
Miracle - Option #7			
1	718-S145	Tot's Choice 2 – 12 Sales Flyer Structure	\$12,600.00
1	718-852-8SJ	4 bay swing w/ 8 belt seats	\$ 3,344.00
66	440-12	Miracle 6' timbers	\$ 4,026.00
2	4406R	Miracle Accessible Ramps	\$ 1,208.00
		Equipment Total	\$ 21,178.00
		Donation to your project	\$ 1,000.00
		Sub Total	\$ 20,178.00
		Freight (lbs. <i>Valid only for 30 days</i>) 2,820 LBS	\$ 1,265.00
		Delivered Price of Equipment ONLY	\$ 21,443.00

SITE WORK SERVICES

Excavation of soil, cut and fill	\$ 950.00
Installation of Equipment Listed Above	\$ 7,300.00
Accept Delivery of Equipment, unload and store	\$ 500.00
Supply & install single layer geo textile fabric	\$ 780.00
Install Engineered Wood Fiber	\$ 1,350.00
Install access ramps	\$ 440.00
Install Miracle Timbers	\$ 1,545.00

*Prices include prevailing wages

Total Installation Cost: \$ 12,865.00

SAFETY SURFACING

160 cy	Engineered Wood Fiber	\$ 2,240.00
	Freight	\$ 500.00
	Total Safety Surfacing Material	\$ 2,740.00

TOTALS SUMMARY:

TOTAL PROJECT COST – NET 30 DAYS **\$ 37,048.00**

Thank you for the opportunity to provide this quotation.

Signed: Kimberly J. Alexander
Miracle Midwest

PLEASE NOTE THE FOLLOWING:

A Sales and Use Tax form is attached if applicable. Sales tax on this quote is only an estimate. Final sales tax will be added to your invoice if a current form is not on file in our office.

If this quote is accompanied by a Miracle Credit Application, it must be completed and returned before your order is placed. If credit is not issued, Cash in Advance is required with order.

Orders over \$5,000 will require a Purchase Order before they will be placed.

See top of quote for terms

Due to fluctuating fuel and steel prices, quotes are valid for only 30 days. After 30 days, cost is only an estimate and actual charges may differ.

- ✓ Price was quoted site unseen, it assumes the site is reasonably flat
- ✓ PLEASE DO NOT INSTALL Safety Surfacing or Edging until AFTER your play equipment has been installed
- ✓ PLEASE Add Sales Tax if appropriate or fax a copy of your Tax Exempt CERTIFICATE with Order
- ✓ THIS QUOTE **DOES NOT** INCLUDE:
 - ✓ Removal of soils/excess excavated materials from site
 - ✓ Drainage Material for play area
 - ✓ Accessible route to new play area
 - ✓ Supply of new topsoil, seeding, landscaping or site restoration
 - ✓ Demolition, removal OR disposal of existing equipment or debris
 - ✓ Any permits, if required
 - ✓ Repair of any utilities/irrigation system not marked by Miss Dig or the owner
 - ✓ Testing of soil conditions
 - ✓ Performance/labor/material bonds

NOTE: YOUR PLAYGROUND IS NOT ADA COMPLIANT UNLESS YOU HAVE ADA COMPLIANT SAFETY SURFACING. SAFETY SURFACING IS REQUIRED UNDER & AROUND ALL PLAYGROUND EQUIPMENT.

INSTALLATION PRICES ASSUME NORMAL SOIL CONDITIONS AND DO NOT INCLUDE ROCK EXCAVATION, TREE TRUNK EXCAVATION, ASPHALT OR CONCRETE REMOVAL. IF ANY SUCH MATERIAL IS DISCOVERED AT A PROJECT SITE A REMOVAL FEE WILL BE ASSESSED.

PLEASE READ CAREFULLY FOR ANY RETRO-FIT PROJECTS:

Adding these updated components to this structure increases the compliance of this equipment. However, this equipment was manufactured prior to current CPSC/ASTM guidelines/standards and therefore we cannot bring every item on the equipment to current guidelines/standards.

MMW Backcharge Policy:

Miracle Midwest (MMW) and it's represented equipment manufacturers will not be responsible for any back charges without prior written authorization based on a submitted written quotation for any work the contractor /customer deems necessary, including but not limited to alterations, removals, repair, painting and /or reinstallation of any product purchased through Miracle Midwest for any of its manufacturers/suppliers.

Any individual/contractor/company proceeding without written approval by MMW and or the manufacturer will assume all financial responsibility for incurred expenses & liability for any changes to the product & the project.

I hereby authorize Miracle Midwest to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the truck. I agree with the Payment terms listed above. Non-taxable customers will provide proper tax exemption certificate.

To confirm this order, please sign, complete all information below and fax to us at 517-349-1911 OR email to brobinson@miraclemidwest.com

Signature

Date

P.O. to Miracle Recreation Equipment Co.
PO Box 204757 Dallas, TX 75320-4757
(Required for orders over \$5,000)

Print this address on your PO, send quote/P.O. to fax number/email listed above.

PLEASE PROVIDE (NECESSARY FOR ORDER TO BE PLACED):

SHIP TO ADDRESS:

INVOICE TO ADDRESS:

EMAIL ADDRESS:

CONTACT #1: _____ PHONE #: _____

CONTACT #2: _____ PHONE #: _____

MIRACLE COLOR CHOICES (COLOR CHOICES CAN BE FOUND IN THE BACK OF THE CATALOG):

(ADJUST AS NECESSARY-REMOVE THIS NOTE PRIOR TO SENDING TO CUSTOMER)

POSTS: _____ SLIDES: _____

DECKS: _____

RAILS/CLIMBERS: _____

ROOFS: _____

PANELS: _____ BARREL: _____

_____ CANOPY: _____

IMPORTANT: PLEASE FAX OR EMAIL ALL PAGES OF QUOTE WHEN CONFIRMING ORDER.

Thank You!





VALUATION REPORT

FOR: Potential Sale of vacant lot
LOCATED AT: 5871 S Mohawk Ave
OWNED BY: Charter Township of Ypsilanti
AS OF: 4/27/2015

BY:

Dawn L. Scheitz, MAAO
Residential Appraiser
Charter Township of Ypsilanti

Linda Gosselin, Assessor

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



Charter Township of Ypsilanti

Assessor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 487-4927
Fax: (734) 484-5159

April 27, 2015

Karen Lovejoy-Roe
Ypsilanti Township Clerk
7200 S Huron River Dr
Ypsilanti, MI 48197

Regarding: K -11-22-480-050
5871 S Mohawk Ave
Ypsilanti, Michigan 48197

Per your request, pertinent market data has been compiled for a market comparison of the subject property identified above.

Market value is defined as the most probable price in terms of cash a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

Based upon the market data provided herein, it has been determined that the most probable price of the subject property as of April 27, 2015 is between \$18,000 and \$20,000.

Respectfully Submitted,

Dawn Scheitz, MAAO
Residential Appraiser



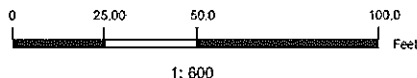
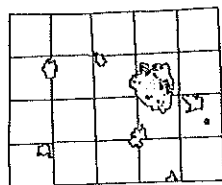
PURPOSE AND INTENDED USE OF THE VALUATION REPORT

The purpose of this report is to provide an "Estimated Market Value" for subject property, K -11-22-480-050, as of April 27, 2015 for the intended use of demonstrating the market sales activity within the market area.

LEGAL DESCRIPTION: Lot 50 Spruce Falls

SITE ANALYSIS:

Size	.18 Ac 66' x 120' lot
Topography	Flat and level
Street Improvements	Paved Rd with curbs and gutters. Neighborhood has sidewalks but not this lot
Utilities	Access to all public utilities
Zoning	R4 – Single Family
Negative Utility	Drain Easement runs along south of lot creating a very small building envelope Sidewalk would need to be installed.



4/27/2015



NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

Vacant Land Sales
Ypsilanti Township

Parcel ID	Sale Price	Lot Size	Sale Date	Property Address	Grantor	Grantee	Comments
K-11-20-305-012	47000	0.43	10/31/2014	5625 S EAGLE CT	SPILLER, LEROY J & LESLIE S	MASSIE, MARK A, & ENOS G.	
K-11-26-330-023	22500	0.18	7/18/2014	9382 COUNTRY VIEW DR	BLUE MAJESTIC, LLC	CBL DEVELOPMENT, LLC	
K-11-35-106-142	290000	0.20	12/30/2014	7050 WELLINGTON LN	JACOBSON TREMONT LLC	LOMBARDO HOMES OF SE MICHIGAN, LLC	MULTI PROPERTY TRANSFER (10)
K-11-35-109-155	290000	0.20	12/30/2014	9606 FALMOUTH DR	JACOBSON TREMONT LLC	LOMBARDO HOMES OF SE MICHIGAN, LLC	MULTI PROPERTY TRANSFER (10)
K-11-35-109-156	290000	0.20	12/30/2014	9618 FALMOUTH DR	JACOBSON TREMONT LLC	LOMBARDO HOMES OF SE MICHIGAN, LLC	MULTI PROPERTY TRANSFER (10)
K-11-35-113-129	290000	0.20	12/30/2014	7107 COLCHESTER LN	JACOBSON TREMONT LLC	LOMBARDO HOMES OF SE MICHIGAN, LLC	MULTI PROPERTY TRANSFER (10)
K-11-35-113-131	290000	0.20	12/30/2014	7083 COLCHESTER LN	JACOBSON TREMONT LLC	LOMBARDO HOMES OF SE MICHIGAN, LLC	MULTI PROPERTY TRANSFER (10)
K-11-35-114-176	290000	0.20	12/30/2014	7044 COLCHESTER LN	JACOBSON TREMONT LLC	LOMBARDO HOMES OF SE MICHIGAN, LLC	MULTI PROPERTY TRANSFER (10)
K-11-35-114-177	290000	0.21	12/30/2014	7056 COLCHESTER LN	JACOBSON TREMONT LLC	LOMBARDO HOMES OF SE MICHIGAN, LLC	MULTI PROPERTY TRANSFER (10)
K-11-35-114-178	290000	0.21	12/30/2014	7068 COLCHESTER LN	JACOBSON TREMONT LLC	LOMBARDO HOMES OF SE MICHIGAN, LLC	MULTI PROPERTY TRANSFER (10)
K-11-35-114-181	290000	0.20	12/30/2014	7104 COLCHESTER LN	JACOBSON TREMONT LLC	LOMBARDO HOMES OF SE MICHIGAN, LLC	MULTI PROPERTY TRANSFER (10)
K-11-35-114-183	290000	0.20	12/30/2014	7142 COLCHESTER LN	JACOBSON TREMONT LLC	LOMBARDO HOMES OF SE MICHIGAN, LLC	MULTI PROPERTY TRANSFER (10)

10 Lots included in this sale

Zimbra**lgarrett@ytown.org**

Fwd: Lot next to 5853 Mohawk

From : Karen Lovejoy Roe Wed, Apr 29, 2015 02:30 PM
<klovejoyroe@ytown.org>

Subject : Fwd: Lot next to 5853
Mohawk

To : Lisa Garrett
<lgarrett@ytown.org>

Cc : Karen Lovejoy Roe
<klovejoyroe@ytown.org>

please place in packet with agenda item along
with Dawns appraisal..karen

> From: "Sarina" <kissellas@yahoo.com>

> To: "Karen Lovejoy Roe"
<klovejoyroe@ytown.org>

> Cc: joediesel1666@yahoo.com

> Sent: Saturday, April 18, 2015 8:42:32 AM

> Subject: Lot next to 5853 Mohawk

>

> Hi Karen,

>

> My name is Joseph Kissella. I met with you
last week about discussing options to purchase
the lot next to my home at 5853 Mohawk in
Ypsilanti.

>

> I am very interested and working together to
come up with a deal that works for everyone.

>

> Look forward to hearing from you soon.

>

> Joseph Kissella
>
> Sent from my iPhone
> --
> Karen Lovejoy Roe
> Clerk
> Charter Township of Ypsilanti
> 7200 S. Huron River Dr.
> Ypsilanti, MI 48197
> 734.484.4700
> kloveyjoyroe@ytown.org
> For Ypsilanti Township News go to www.ytown.org
> Ypsilanti Township Homepage - <http://ytown.org>
>
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