

**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

September 15, 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

August 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.

August 2015 Disbursements:

Washtenaw County:	\$ 3,784.50
State of Michigan:	\$ 43,047.47
Ypsilanti Township Treasurer:	\$110,392.69

TOTAL: \$157,224.66

14-B District Court

Revenue Report for August 2015

General Account

Account Number
Due to Washtenaw County
(101-000-000-214.222) **\$3,784.50**

Due to State Treasurer

Civil Filing Fee Fund (MCL 600.171): \$15,071.00
State Court Fund (MCL 600.8371): \$1,030.00
Justice System Fund (MCL 600.181): \$18,476.00
Juror Compensation Reimbursement Fund:
 Civil Jury Demand Fee (MCL 600.8371): \$20.00
 Drivers License Clearance Fees (MCL 257.321a): \$1,410.00
Crime Victims Rights Fund (MCL 780.905): \$5,630.47
Judgment Fee (Dept. of Natural Resources): \$0.00
Due to Secretary of State
(101-000-000-206.136) \$1,410.00

Total: **\$43,047.47**

Due to Ypsilanti Township

Court Costs (101-000-000-602.136): \$35,582.70
Civil Fees (101-000-000-603.136): \$29,304.00
Probation Fees (101-000-000-604.000): \$7,877.60
Ordinance Fines (101-000-000-605.001): \$36,989.29
Bond Forfeitures (101-000-000-605.003): \$1,110.00
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): (\$470.90)

Total: **\$110,392.69**

Total to General Account - (101.000.000.004.136): \$157,224.66

Escrow Account

(101-000-000-205.136)

Court Ordered Escrow: \$7,157.55
Garnishment Proceeds: \$0.00
Bonds: \$12,860.00
Restitution: \$3,200.17

Total to Escrow Account - (101.000.000.205.136): \$23,217.72

		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	\$90,046.85	
June	\$107,897.55	\$87,731.39	
July	\$101,268.87	\$103,821.60	
August	\$98,053.38	\$110,392.69	
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	\$946,913.39	
Expenditure			
Budget:	\$1,267,085.00	\$1,328,089.00	
Difference:	\$29,960.67	(\$320,171.61)	

**BUILDING DEPARTMENT REPORT
ALEX MAMO - CHIEF BUILDING OFFICIAL**

BUILDING DEPARTMENT MONTHLY REPORT - August 2015													
Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	46	61	87	116	114	128	148	125					825
	\$ 3,081	\$ 9,211	\$ 20,850	\$ 16,030	\$ 13,320	\$ 23,326	\$ 19,613	\$ 35,654					\$ 141,085
Electrical	23	78	38	43	59	51	62	59					413
	\$ 1,530	\$ 4,715	\$ 2,775	\$ 3,375	\$ 4,090	\$ 3,525	\$ 4,975	\$ 3,910					\$ 28,895
Mechanical	78	89	119	101	130	155	69	107					848
	\$ 4,600	\$ 6,140	\$ 9,060	\$ 7,370	\$ 8,650	\$ 10,110	\$ 5,924	\$ 8,890					\$ 60,744
Plumbing	31	49	48	53	39	46	41	51					358
	\$ 1,625	\$ 2,830	\$ 3,775	\$ 4,825	\$ 2,605	\$ 3,445	\$ 3,695	\$ 4,660					\$ 27,460
Zoning	2	-	3	13	20	27	17	14					96
	\$ 90	\$ -	\$ 105	\$ 455	\$ 740	\$ 945	\$ 645	\$ 455					\$ 3,435
Sub Totals	180	277	295	326	362	407	337	356	-	-	-	-	2,540
TOTAL YTD	\$ 10,926	\$ 22,896	\$ 36,565	\$ 32,055	\$ 29,405	\$ 41,351	\$ 34,852	\$ 53,569	\$ -	\$ -	\$ -	\$ -	\$ 261,619

BUILDING DEPARTMENT MONTHLY REPORT - 2014													
Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	55	44	66	90	127	124	91	128	91	112	62	79	1,069
	\$ 16,244	\$ 16,632	\$ 12,783	\$ 18,614	\$ 96,726	\$ 56,621	\$ 12,936	\$ 17,586	\$ 16,583	\$ 20,770	\$ 14,954	\$ 17,582	\$ 318,031
Electrical	16	16	23	18	49	43	41	30	25	39	28	18	346
	\$ 1,290	\$ 2,175	\$ 1,815	\$ 1,800	\$ 3,855	\$ 2,775	\$ 3,465	\$ 2,670	\$ 2,250	\$ 2,820	\$ 2,325	\$ 1,290	\$ 28,530
Mechanical	85	51	50	58	81	98	75	35	59	96	80	66	834
	\$ 4,980	\$ 2,760	\$ 3,095	\$ 4,185	\$ 5,925	\$ 10,000	\$ 7,161	\$ 3,390	\$ 6,110	\$ 7,125	\$ 5,385	\$ 4,682	\$ 64,798
Plumbing	28	30	83	35	46	107	39	36	49	53	16	26	548
	\$ 2,145	\$ 2,010	\$ 4,545	\$ 2,745	\$ 3,525	\$ 6,300	\$ 2,955	\$ 2,430	\$ 3,885	\$ 3,780	\$ 1,080	\$ 1,905	\$ 37,305
Zoning	2	-	1	14	13	26	16	10	7	9	8	7	113
	\$ 90	\$ -	\$ 45	\$ 630	\$ 585	\$ 1,170	\$ 720	\$ 450	\$ 315	\$ 405	\$ 360	\$ 270	\$ 5,040
Sub Totals	186	141	223	215	316	398	262	239	231	309	194	196	2,910
TOTAL YTD	\$ 24,749	\$ 23,577	\$ 22,283	\$ 27,974	\$ 110,616	\$ 76,866	\$ 27,237	\$ 26,526	\$ 29,143	\$ 34,900	\$ 24,104	\$ 25,729	\$ 453,704

**BUILDING DEPARTMENT REPORT
ALEX MAMO - CHIEF BUILDING OFFICIAL**

INSPECTION RUNNING TOTALS													
Inspections	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2015	337	442	456	584	417	624	556	713					
Total 2014	318	253	354	417	429	501	581	496	445	516	360	344	5,014
Total 2013	336	328	239	306	445	404	389	507	459	647	410	378	4,848
Total 2012	852	259	592	328	340	268	275	419	317	382	340	276	4,648
Total 2011	319	238	280	311	371	369	319	411	349	432	316	143	3,858
Total 2010	292	220	361	366	379	358	427	405	350	449	322	140	4,069
Total 2009	323	315	340	337	350	372	440	401	463	374	341	137	4,193
Total 2008	460	352	326	432	432	628	727	562	533	577	393	128	5,550

Rental Inspections	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2015	327	287	361	339	297	318	286	287					
Total 2014	234	225	303	337	310	290	267	291	296	310	256	264	3,383
Total 2013	197	237	206	175	226	251	291	302	222	297	215	175	2,794
Total 2012	142	165	228	194	209	202	185	258	225	265	231	131	2,435
Total 2011	95	49	102	146	129	179	183	243	177	214	187	153	1,857
Total 2010	214	170	139	216	223	158	264	179	212	183	83	48	2,089
Total 2009	(Began tracking separate rental inspection totals Oct, 2009)									57	160	77	294



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 sheriff@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Mike Marocco, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Marlene Radzik, WCSO Police Services Commander
Date: September 8, 2015
Re: August 2015 Police Services Monthly Report

In August of 2015, there were 3903 calls for service in Ypsilanti Township, which is a 7.1% increase in calls for service as compared to August of 2014.

OPERATIONS

August 2015 saw the Sheriff's Office continue to take a more active role in the City of Ypsilanti area in response to a series of violent crimes that resulted from gang conflict. We have dedicated the WCSO Police Service Dog Unit (3-teams), Deputy Rush, Deputy Wallace and Sgt Campbell to increase visibility in the West Willow, Sugarbrook and South Side areas to mitigate the gang related activities in those areas. NET (Cpl Gontarski, Cpl Robinson and Dep Couch) also continued to work within the higher risk neighborhoods and complexes in Ypsilanti Township. We are collaborating with EMU, YPD and MSP for maximum effectiveness. Direct communication with Supervisor Stumbo and Director Radzik is open and ongoing. My cell phone number is 734-545-6684. Please feel free to call me directly with questions, comments or concerns.

COMMUNITY ACTION TEAM

During August, 2015 the Community Action Team continues to work extensively with MSP, YPD and EMU to implement proven programs within the City of Ypsilanti's high risk neighborhoods and complexes. These include obtaining Power of Attorney where applicable, 48 hour tagging vehicles, and addressing blight. On-going communication with appropriate stakeholders is being established for long term sustainability.

In addition, during August, we have partnered with the FBI to increase pressure on the "Gangs" that currently exist in our area.

SEARCH WARRANTS

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

- 3375 E Michigan by CAT

TRAFFIC AND CRIME ENFORCEMENT

The Sheriff's Office will continue working with the DDACTS (Data drive approaches to crime and traffic safety) model in efforts to address crime trends and traffic concerns throughout the Fall



WASHTENAW COUNTY OFFICE OF THE SHERIFF



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JERRY L. CLAYTON
SHERIFF

MARK A. PTASZEK
UNDERSHERIFF

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. A full accounting of the DDACTS efforts for the summer months will be provided to the YTOWN Executive Team on 9/14/15. At that time we will roll out analysis and adjustments to the program for the next 90 days.

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT



Month:	August
Year:	2015
Print Option:	Print Both Monthly and YTD
Include Unfounded:	Yes
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 August

Classification	Aug/2014	Aug/2015	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
10001 KIDNAPPING/ABDUCTION	1	1	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	1	3	200%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	1	1	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	1	0	-100%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	0	-100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	3	0	-100%
12000 ROBBERY	5	8	60%
13001 NONAGGRAVATED ASSAULT	39	31	-20.5%
13002 AGGRAVATED/FELONIOUS ASSAULT	18	17	-5.55%
13003 INTIMIDATION/STALKING	1	5	400%
20000 ARSON	1	0	-100%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	21	33	57.14%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	5	4	-20%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	19	12	-36.8%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	19	15	-21.0%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	6	3	-50%
23007 LARCENY -OTHER	11	16	45.45%
24001 MOTOR VEHICLE THEFT	6	8	33.33%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	1	1	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	1	3	200%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	8	3	-62.5%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	8	9	12.5%
26003 FRAUD -IMPERSONATION	3	7	133.3%
26005 FRAUD -WIRE FRAUD	1	1	0%
27000 EMBEZZLEMENT	1	1	0%
28000 STOLEN PROPERTY	2	1	-50%
29000 DAMAGE TO PROPERTY	48	35	-27.0%
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	10	22	120%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	11	13	18.18%
35002 NARCOTIC EQUIPMENT VIOLATIONS	5	3	-40%
37000 OBSCENITY	1	0	-100%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of August

Classification	Aug/2014	Aug/2015	%Change
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	0	1	0%
52003 WEAPONS OFFENSE -OTHER	2	1	-50%
Group A Totals	261	258	-1.14%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	1	0%
26006 FRAUD -BAD CHECKS	0	1	0%
36004 SEX OFFENSE -OTHER	1	1	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	5	1	-80%
41002 LIQUOR VIOLATIONS -OTHER	3	1	-66.6%
48000 OBSTRUCTING POLICE	5	5	0%
49000 ESCAPE/FLIGHT	2	1	-50%
50000 OBSTRUCTING JUSTICE	18	13	-27.7%
53001 DISORDERLY CONDUCT	8	5	-37.5%
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	5	15	200%
55000 HEALTH AND SAFETY	0	2	0%
56000 CIVIL RIGHTS	1	0	-100%
57001 TRESPASS	0	1	0%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	1	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	1	1	0%
70000 JUVENILE RUNAWAY	7	9	28.57%
73000 MISCELLANEOUS CRIMINAL OFFENSE	1	5	400%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	57	63	10.52%
2800 JUVENILE OFFENSES AND COMPLAINTS	70	106	51.42%
2900 TRAFFIC OFFENSES	21	24	14.28%
3000 WARRANTS	53	50	-5.66%
3100 TRAFFIC CRASHES	83	87	4.819%
3200 SICK / INJURY COMPLAINT	84	103	22.61%
3300 MISCELLANEOUS COMPLAINTS	857	938	9.451%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	1	0	-100%
3500 NON-CRIMINAL COMPLAINTS	918	920	0.217%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	761	767	0.788%
3800 ANIMAL COMPLAINTS	98	85	-13.2%
3900 ALARMS	185	203	9.729%
Group C Totals	3131	3283	4.854%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of August

Classification	Aug/2014	Aug/2015	%Change
4200 PARKING CITATIONS	11	0	-100%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	7	11	57.14%
Group D Totals	18	12	-33.3%
5000 FIRE CLASSIFICATIONS	0	0	0%
5100 18A STATE CODE FIRE CLASSIFICATIONS	1	1	0%
Group E Totals	1	1	0%
6000 MISCELLANEOUS ACTIVITIES (6000)	22	25	13.63%
6100 MISCELLANEOUS ACTIVITIES (6100)	111	173	55.85%
6300 CANINE ACTIVITIES	2	5	150%
6500 CRIME PREVENTION ACTIVITIES	32	67	109.3%
6600 COURT / WARRANT ACTIVITIES	1	0	-100%
6700 INVESTIGATIVE ACTIVITIES	8	16	100%
Group F Totals	176	286	62.5%
City : Ypsilanti Twp Totals	3644	3903	7.107%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through August

Classification	2014	2015	%Change
Group F Totals	0	0	0%
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	2	0	-100%
09004 JUSTIFIABLE HOMICIDE	1	0	-100%
10001 KIDNAPPING/ABDUCTION	4	3	-25%
10002 PARENTAL KIDNAPPING	1	3	200%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	18	21	16.66%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	4	6	50%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	6	1	-83.3%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	5	3	-40%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	1	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	11	5	-54.5%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	6	7	16.66%
12000 ROBBERY	40	32	-20%
13001 NONAGGRAVATED ASSAULT	286	316	10.48%
13002 AGGRAVATED/FELONIOUS ASSAULT	136	156	14.70%
13003 INTIMIDATION/STALKING	25	21	-16%
20000 ARSON	5	3	-40%
21000 EXTORTION	1	1	0%
22001 BURGLARY -FORCED ENTRY	186	135	-27.4%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	35	30	-14.2%
23001 LARCENY -POCKETPICKING	4	0	-100%
23002 LARCENY -PURSESNAATCHING	4	1	-75%
23003 LARCENY -THEFT FROM BUILDING	137	91	-33.5%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	2	1	-50%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	117	118	0.854%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	26	19	-26.9%
23007 LARCENY -OTHER	74	82	10.81%
24001 MOTOR VEHICLE THEFT	79	64	-18.9%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	10	7	-30%
24003 MOTOR VEHICLE FRAUD	1	1	0%
25000 FORGERY/COUNTERFEITING	13	15	15.38%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	55	54	-1.81%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	40	48	20%
26003 FRAUD -IMPERSONATION	40	57	42.5%
26005 FRAUD -WIRE FRAUD	3	4	33.33%
27000 EMBEZZLEMENT	7	9	28.57%
28000 STOLEN PROPERTY	19	14	-26.3%
29000 DAMAGE TO PROPERTY	244	244	0%
30001 RETAIL FRAUD -MISREPRESENTATION	4	6	50%
30002 RETAIL FRAUD -THEFT	54	63	16.66%
30003 RETAIL FRAUD -REFUND/EXCHANGE	1	1	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	128	103	-19.5%
35002 NARCOTIC EQUIPMENT VIOLATIONS	55	33	-40%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through August

Classification	2014	2015	%Change
37000 OBSCENITY	5	1	-80%
40001 COMMERCIALIZED SEX -PROSTITUTION	5	0	-100%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	7	0	-100%
52001 WEAPONS OFFENSE- CONCEALED	19	16	-15.7%
52003 WEAPONS OFFENSE -OTHER	8	9	12.5%
Group A Totals	1933	1805	-6.62%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	10	3	-70%
26006 FRAUD -BAD CHECKS	15	4	-73.3%
36004 SEX OFFENSE -OTHER	4	2	-50%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	40	19	-52.5%
41002 LIQUOR VIOLATIONS -OTHER	15	14	-6.66%
48000 OBSTRUCTING POLICE	56	50	-10.7%
49000 ESCAPE/FLIGHT	5	5	0%
50000 OBSTRUCTING JUSTICE	95	75	-21.0%
53001 DISORDERLY CONDUCT	29	29	0%
53002 PUBLIC PEACE -OTHER	2	1	-50%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	5	7	40%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	64	78	21.87%
55000 HEALTH AND SAFETY	10	18	80%
56000 CIVIL RIGHTS	1	0	-100%
57001 TRESPASS	2	8	300%
57002 INVASION OF PRIVACY -OTHER	1	0	-100%
58000 SMUGGLING	3	3	0%
62000 CONSERVATION	0	1	0%
63000 VAGRANCY	4	4	0%
70000 JUVENILE RUNAWAY	74	73	-1.35%
73000 MISCELLANEOUS CRIMINAL OFFENSE	7	18	157.1%
77000 CONSPIRACY (ALL CRIMES)	2	1	-50%
Group B Totals	444	413	-6.98%
2800 JUVENILE OFFENSES AND COMPLAINTS	450	504	12%
2900 TRAFFIC OFFENSES	302	256	-15.2%
3000 WARRANTS	516	412	-20.1%
3100 TRAFFIC CRASHES	901	865	-3.99%
3200 SICK / INJURY COMPLAINT	539	704	30.61%
3300 MISCELLANEOUS COMPLAINTS	6319	6294	-0.39%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	17	15	-11.7%
3500 NON-CRIMINAL COMPLAINTS	6943	7368	6.121%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	8230	7257	-11.8%
3800 ANIMAL COMPLAINTS	686	605	-11.8%
3900 ALARMS	1492	1473	-1.27%
Group C Totals	26395	25753	-2.43%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	5	9	80%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through August

Classification	2014	2015	%Change
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	0	-100%
4200 PARKING CITATIONS	37	30	-18.9%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	3	7	133.3%
4500 MISCELLANEOUS A THROUGH UUUU	65	73	12.30%
Group D Totals	112	119	6.25%
5000 FIRE CLASSIFICATIONS	2	3	50%
5100 18A STATE CODE FIRE CLASSIFICATIONS	18	3	-83.3%
Group E Totals	20	6	-70%
6000 MISCELLANEOUS ACTIVITIES (6000)	266	252	-5.26%
6100 MISCELLANEOUS ACTIVITIES (6100)	728	884	21.42%
6300 CANINE ACTIVITIES	42	39	-7.14%
6500 CRIME PREVENTION ACTIVITIES	235	273	16.17%
6600 COURT / WARRANT ACTIVITIES	16	8	-50%
6700 INVESTIGATIVE ACTIVITIES	48	52	8.333%
Group F Totals	1335	1508	12.95%
City : Ypsilanti Twp Totals	30239	29604	-2.09%



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, SEPTEMBER 15, 2015

5:00 P.M.

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

- 1. AGENDA REVIEW..... SUPERVISOR STUMBO
- 2. OTHER DISCUSSION BOARD MEMBERS

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, SEPTEMBER 15, 2015

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - A. 7:00PM – 2015 SPECIAL ASSESSMENT LEVY – RESOLUTION NO. 2015-29
(PUBLIC HEARING SET AT THE AUGUST 18, 2015 REGULAR MEETING)
4. PUBLIC COMMENTS
5. CONSENT AGENDA
 - A. MINUTES OF THE AUGUST 18, 2015 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR SEPTEMBER 15, 2015 IN THE AMOUNT OF \$538,739.43
 2. STATEMENTS AND CHECKS FOR SEPTEMBER 15, 2015 IN THE AMOUNT OF \$532,575.36
 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR AUGUST IN THE AMOUNT OF \$30,854.79
 4. CHOICE HEALTH CARE ADMIN FEE FOR JULY IN THE AMOUNT OF \$1,177.50
6. SUPERVISOR REPORT
 - A. PROCLAMATION OF APPRECIATION PRESENTED TO DEPUTY L'SHANE BYNUM
7. CLERK REPORT
8. TREASURER REPORT
9. TRUSTEE REPORT
10. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. REQUEST AUTHORIZATION TO APPROVE PURCHASE AGREEMENT FOR YPSILANTI TOWNSHIP VACANT PROPERTY LOCATED AT 5871 S. MOHAWK AVENUE K-11-22-480-050 WITH DEED RESTRICTIONS TO JOSEPH KISSELLA, JR..
(TABLED AT THE JULY 21, 2015 REGULAR MEETING AND REQUEST WAS AMENDED BY THE BOARD AT THE AUGUST 18, 2015 REGULAR MEETING)
2. 2ND 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
(1ST READING HELD AT THE JULY 21, 2015 REGULAR MEETING)
3. 2ND READING OF PROPOSED ORDINANCE 2015-451, SEWAGE DISPOSAL RATE CHANGE
(1ST READING HELD AT THE AUGUST 18, 2015 REGULAR MEETING)
4. 2ND READING OF RESOLUTION 2015-27, PROPOSED ORDINANCE 2015-449, TO AMEND CHAPTER 66 VEGETATION MAINTENANCE STANDARDS
(1ST READING HELD AT THE AUGUST 18, 2015 REGULAR MEETING)
5. 2ND READING OF RESOLUTION 2015-28, PROPOSED ORDINANCE 2015-450, TO AMEND CHAPTER 48 ARTICLE IV VACANT PROPERTY REGISTRATION TO INCLUDE COMMERCIAL AND INDUSTRIAL PROPERTIES
(1ST READING HELD AT THE AUGUST 18, 2015 REGULAR MEETING)
6. 2ND READING OF PROPOSED ORDINANCE 2015-452, DESIGNATION OF AUTHORIZED OFFICIALS TO WRITE MUNICIPAL CIVIL INFRACTIONS
(1ST READING HELD AT THE AUGUST 18, 2015 REGULAR MEETING)

NEW BUSINESS

1. BUDGET AMENDMENT #11
2. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR APPROVAL OF POLICY AND PROCEDURE UPDATES TO THE TOBACCO USE POLICY AND AMERICAN WITH DISABILITIES ACT STATEMENT
3. REQUEST TO APPROVE THE FIRST AMENDMENT TO THE LAKEWOOD PLANNED DEVELOPMENT AGREEMENT (MAJESTIC LAKES STAGE 1 PRELIMINARY PLANNED DEVELOPMENT AGREEMENT) AND AUTHORIZE THE SIGNING AND RECORDING OF THE AGREEMENT
4. RESOLUTION 2015-30, PAYMENT OF RECURRING BILLS
5. RESOLUTION 2015-31, VACANT PROPERTY FEE SCHEDULE
6. RESOLUTION 2015-32. PROFESSIONAL SERVICE FEES FOR TOWNSHIP, ATTORNEY, PLANNER, ENGINEER, AND FIRE DEPARTMENT
7. RESOLUTION 2015-33, TEMPORARY ROAD CLOSURE REQUEST FOR 1ST ANNUAL YPSILANTI AREA UNITY MARCH
8. RESOLUTION 2015-34, RENEWABLE ENERGY STRATEGY FOR FORD LAKE HYDRO STATION

PUBLIC HEARING

- A. Resolution No. 2015-29, Special Assessment Levy

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015-29

SPECIAL ASSESSMENT LEVY

WHEREAS, the Charter Township of Ypsilanti Board of Trustees, on September 15, 2015 held a public hearing on the proposed special assessment roll prepared by the Assistant Assessor, a copy of which is on file in the Clerk's Office, after advertising the same in a newspaper of record in the Township, and;

WHEREAS, on September 15, 2015 the Ypsilanti Township Board heard comments on said proposed special assessment roll prepared by the Assistant Assessor.

NOW THEREFORE, BE IT RESOLVED that the proposed special assessment roll prepared by the Assistant Assessor for the Charter Township of Ypsilanti be adopted and the amounts set forth on the special assessment roll be levied on the 2015 Winter Tax Roll.

**PUBLIC ACT 188 OF 1954 PROCEEDINGS
CHARTER TOWNSHIP OF YPSILANTI
WASHTENAW COUNTY, MICHIGAN
NOTICE OF PUBLIC HEARING
ON SPECIAL ASSESSMENT ROLL**

PLEASE TAKE NOTICE that the Supervisor and Assessing Officer of the Township has reported to the Township Board and filed in the Office of the Township Clerk for public examination a special assessment roll prepared by the Assessor covering all properties within the Special Assessment Districts benefited by the districts listed below.

PLEASE TAKE FURTHER NOTICE that the Assessing Officer has further reported that the assessment against each parcel of land within said district is such relative portion of the whole sum levied against all parcels of land in said district as the benefit to such parcels bears to the total benefit to all parcels of land in said district.

PLEASE TAKE FURTHER NOTICE that the Township Board will hold a public hearing at the Ypsilanti Township Civic Center, 7200 S. Huron River Drive, Ypsilanti, MI on **September 15, 2015**, for the purpose of reviewing said special assessment roll and hearing any objections thereto. Said roll may be examined at the office of the Township Clerk during regular business hours of regular business days until the time of said hearing and may further be examined at said hearing. Appearance and protest at the hearing held to confirm the special assessment roll is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal.

An owner, or partner in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance should not be required. (The owner or any person having an interest in the real property who protests in person or in writing at the hearing may file a written appeal of the special assessment with the Michigan Tax Tribunal within 30 days after the confirmation of the special assessment roll.

THE FOLLOWING ARE THE PROPOSED SPECIAL ASSESSMENT ROLLS TO BE LEVIED ON THE 2015 WINTER TAX ROLL

SPECIAL ASSESSMENT	CODE
Sherman Oaks Water	051
Sugarbrook Security Cameras	060
West Willow Security Cameras	061
Thurston Area Security Cameras	062
Apple Ridge Area Security Cameras	063
Bud- Blossom Area Security Cameras	064

STREET LIGHT SPECIAL ASSESSMENTS

DISTRICT	CODE	DISTRICT	CODE
Shady Knoll 1-6	101	Nancy Park 1-3	102
Nancy Park 5-6	103	West Willow #1	104
Ypsi Twp Area	105	West Willow #2	106
Hickory Hill	107	Washtenaw Orchard	108
Washtenaw Ridge	109	Nancy Park #7	111
Rambling Road	112	Hickory Hill #1	113
Onandaga Street	114	West Willow Dist 3	115
S. Devonshire	116	Washtenaw Concourse	117
Delaware Street	118	Washtenaw CC #4	119
Ivanhoe Area	120	Oswego/Cayuga	121
Hawthorne Street	122	Hunt/Hollis	123
Turtle Creek	124	Turtle Creek 2	125
Debby Court	126	Lynne Street	127
West Willow 10&11	129	Johnson Place	130
Huron Hearthside	131	Oakland Estates	132
Washtenaw Clubview	133	Oakland Estates #3	134
Brookside Street	135	Huron Commercial	136
Crestwood Sub	137	Kansas St	138
Hayes Street	139	Ford Lake Village	140
Ford Lake Village #2	141	Streamwood 1-7	142
Deauville Parrish	146	Spruce Falls	147
Bagley Street	148	Partridge Creek #1	149
Georgetown Condos	150	Streamwood #8	151
Smokler Textile	152	Greene Farms #1 & #2	153
Golf Estates	154	Ohio St 2000	155
N. Kansas	156	Russell St	157
Dakota	158	Paint Creek Farms	159
Whispering Meadows #1	160	Amberly Grove	162
Greenfields #1	163	Partridge Creek 2&3	164
Partridge Creek North	165	Campbell St	166
Preserves	167	S Ivanhoe St	168
Clubview Sub	169	Wash Clubview	170
Taft Ave	171	Devonshire & Oregon	172
Greene Farms #3	173	Greene Farms #4	174
Raymond Meadows	175	Tyler Rd	176
Washtenaw Bus Park	177	Whittaker Village	178
Tremont Park #1	179	Tremont Park #2	180
Kirk St	181	Greene Farm 5	182
Greene Farm 6	183	Woodlawn St	184
Greenfields 2 & 3	185	Greene Farms #7	186
Whispering Meadows	187	Huron Meadows	188
Rivergrove	189	Aspen Ridge	191
Gates Ave	193	Fairway Hills	194
Washtenaw Clubview	196	Bradley Ave	197
Creekside West	198	Creekside South	199
Creekside East	201	Lakeview Area	202
Majestic Lake	203	Firwood Area	204
Bradley St	205		

KAREN LOVEJOY ROE, CLERK
Charter Township of Ypsilanti

The Ypsilanti Township Board will provide necessary reasonable auxiliary aids and services to individuals with disabilities requiring auxiliary aids or services. Individuals should contact the Ypsilanti Township Board by writing or calling the following: KAREN LOVEJOY ROE, CLERK, 7200 S. Huron River Drive, Ypsilanti, MI 48197, PHONE: (734) 484-5156 or E-MAIL: klovejoyroe@ytown.org

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 18, 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 Larry Doe, Trustees Stan Eldridge, Mike Martin and Scott Martin

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

Boat House Project

Jeff Allen, Residential Services, reviewed the boat house project. He stated that at this point the seed and straw were down and they would be regrading the area. Jeff Allen stated that the project would be wrapped up by the grant deadline.

AGENDA REVIEW:

Authorization and Bids

**REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF FOR AUTHORIZATION
TO SEEK SEALED BIDS FOR THE REPLACEMENT OF THE GREEN OAKS
GOLF CART FLEET**

Supervisor Stumbo asked to move this Golf Course item, up on the agenda due to a personal family matter for Justin Blair.

Justin Blair, Golf Course Director, was seeking authorization for golf cart bids at Green Oaks. Mr. Blair stated adding newer carts would add value and attract

**CHARTER TOWNSHIP OF YPSILANTI
AUGUST 18, 2015 WORK SESSION MINUTES
PAGE 2**

more golfers. Mr. Blair explained the value of using the newer carts with lower fuel cost and less wear and tear on the golf course. He said we currently lease 55 carts and most golf courses have 70-75 carts. He repeated the golf course could benefit from having more carts. Mr. Blair said that with the new lease we would no longer need a service contract and that would be an additional savings. He stated that when he has to rent additional carts for special events the golf course loses money. Mr. Blair stated we have options with different leasing companies.

Trustee Scott Martin stated that he went out to the golf course and talked with Mr. Blair about the options and likes the idea of the new lease to increase revenue.

Treasurer Larry Doe questioned the increase of 15 extra carts costing \$14,000.00. He questioned whether we have a need for this increase on a day to day basis. Mr. Blair said they turn away golfers because they do not have enough carts to accommodate the number of golfers even without extra events.

CONSENT AGENDA

A. MINUTES OF THE JULY 21, 2015 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR AUGUST 4, 2015 IN THE AMOUNT OF \$733,521.90
2. STATEMENTS AND CHECKS FOR AUGUST 18, 2015 IN THE AMOUNT OF \$1,006.550.13
3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JULY, IN THE AMOUNT OF \$35,056.43
4. CHOICE HEALTH CARE AMIN FEE FOR JUNE IN THE AMOUNT OF \$1,185.00

**CHARTER TOWNSHIP OF YPSILANTI
AUGUST 18, 2015 WORK SESSION MINUTES
PAGE 3**

C. JULY 2015 TREASURER REPORT

SUPERVISOR REPORT

Supervisor Stumbo reported that she had attended several meetings and it was included in the packet.

CLERK REPORT

Clerk Lovejoy Roe stated that the County Board of Commissioners and the Sheriff agreed to cancel the election in November 2015. She reported the MHZ millage renewal request would be at the March election. She said that there would be a Van Buren School Board election in November which includes two township precincts.

Clerk Lovejoy Roe also stated that Ruby Walker, who works in the Clerks' office, had a serious injury. She had surgery and will be off for an unknown amount of time.

TREASURER REPORT

Treasurer Doe expressed a special thank you to all who contributed to the Parade and Festivities on Saturday, August, 15, 2015 for the Homefront Celebration.

TRUSTEES REPORT

(None provided)

**CHARTER TOWNSHIP OF YPSILANTI
AUGUST 18, 2015 WORK SESSION MINUTES
PAGE 4**

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters also commented on the Homefront Celebration. He stated that it was an important part of our history in Ypsilanti Township and one to be extremely proud of.

Attorney Winters stated that he and other township officials met with Congresswoman Debbie Dingell regarding enlisting her help in Washington to mandate that all government sponsored enterprises that hold mortgages on foreclosed properties be required to give the township their list of these properties so the township could require the property management companies to keep properties up.

OLD BUSINESS

- 1. 2nd READING OF RESOLUTION 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"**
(1st READING APPROVED AT THE April 21, 2015 REGULAR MEETING)

Joe Lawson, Planning and Development Coordinator, stated he made the changes that were requested during the 1st reading. He recited a brief overview of the Ordinance. He said that during the 1st reading it was requested that staff look into window signage at businesses as well as changes to the language to have the number of billboards allowed closer to compliance in terms of the number of sign faces currently in the community. He reported the current ordinance allows for 20 billboard sign faces in the community, but he said he discovered 26.

Mr. Lawson also stated that Clerk Roe had brought up a point at the last reading regarding billboard language and he said it was changed to allow a sign company

CHARTER TOWNSHIP OF YPSILANTI
AUGUST 18, 2015 WORK SESSION MINUTES
PAGE 5

with 2-4 sign faces that were not conforming to eliminate those 2-4 signs and get 1 new one that met the sign code. He reported the second portion of changes since the 1st reading was in relation to the window signage. He said he researched other ordinances and included language in the new township ordinance to allow 20% window coverage but only allow 2 signs per window that must be geared towards a company logo. He said they will not be able to advertise products in the windows.

Supervisor Stumbo questioned temporary sign language. Mr. Lawson stated that with technology we should know the expiration date on all temporary signs or whether a permit was pulled for that sign. He said field personnel would know whether it was a valid sign and if a permit was issued or if it was beyond the expiration date.

Mr. Lawson also stated that language was updated regarding political signage with help from our legal department. He stated that on private property there was no longer a time limit on when political signs may go up or come down.

Trustee Eldridge questioned the illegal signs that the township picks up. He said the ordinance states that we hold these signs for 30 days and collect \$25.00. His suggestion was to limit it to storing for 14 days. Mike Radzik, OCS Director, stated that we have never charged the \$25.00, and only a few people have ever come in to retrieve their signs. He stated that we had had a horrible experience with signs in the right of way several elections ago and we sent letters to all candidates letting them know that we would enforce the \$25.00 per sign if they wanted them back. Mr. Radzik said the township could write a ticket for every sign picked up because they are in violation of the ordinance. Supervisor Stumbo would support changing it to 14 calendar days. The Board Members agreed to this change.

**CHARTER TOWNSHIP OF YPSILANTI
AUGUST 18, 2015 WORK SESSION MINUTES
PAGE 6**

2. 2ND READING POLICY RESOLUTION 2015-24 TO IMPOSE RESTRICTIONS AND CONDITIONS ON ALL COLLECTION BOXES IN THE TOWNSHIP BY WAY OF AN ADMINSTRATIVE REVIEW AND AMENDMENT TO THE SITE PLAN.

(1ST READING APPROVED AT THE JULY 21, 2015 REGULAR MEETING)

Joe Lawson, Planning and Development Coordinator stated that this was a good and enforceable policy in moving forward. He said this policy resolution would regulate the placement and the number of donation boxes that were placed throughout the township. He explained the policy resolution would dictate that the property owner would have to apply for a minor site plan amendment. He said this would be done through the Planning and Development office. He explained the guidelines are outlined in the policy so the property owner would apply, if he dictates an appropriate spot, the township would approve the minor amendment to the site plan and then the owner would apply for a permit. He said the owner will place the bins themselves, but through this process the township will acquire the name of the owner of the bins and all their contact information. He said having this information from the owner will make it possible if the township has an issue with a bin to know who to contact. Mr. Lawson said if the township has to remove and/or cleanup the area of the bin the policy requires the owner to pay for the costs.

Supervisor Stumbo asked for questions. She stated that other communities have policies where you cannot have outside storage at all. She said this policy resolution applies to new and existing properties.

**3. REQUEST AUTHORIZATION TO APPROVE PURCHASE AGREEMENT FOR YPSILANTI TOWNSHIP VACANT PROPERTY LOCATED AT 5871 S. MOHAWK AVENUE K-11-22-480-050 WITH DEED RESTRICTONS REQUIRING HOMEOWNER OCCUPIED SINGLE FAMILY HOME ONLY TO PROHIBIT GOVERNMENT SUBSIDY FOR RENTALS IN THE AMOUNT OF \$500.00 AND ALL TITLE WORK/CLOSING COSTS TO JOSEPH KISSELLA, JR.
(TABLED AT THE JULY 21, 2015 REGULAR MEETING)**

**CHARTER TOWNSHIP OF YPSILANTI
AUGUST 18, 2015 WORK SESSION MINUTES
PAGE 7**

There was discussion by board members regarding whether to accept this bid.

Clerk Roe suggested the board go forward with selling the property with the stipulations that if a house was ever built on the property, it needed to be owner/occupied, with no subsidy allowed and the sidewalk would have to be completed. Trustee Scott Martin wanted to include Attorney fees with the closing costs for this sale. The board agreed to move forward with the sale to Joseph Kinsella Jr. with these stipulations with no extra cost to the Township.

Trustee Eldridge ask to check with Alex Mamo, Chief Building Officer, to see if this property is buildable. Mr. Mamo said he believed this lot to be a buildable lot but it would be difficult to build on. Supervisor Stumbo stated that in this agreement it will state that the buyer must pay 100% of all costs and put in a sidewalk.

NEW BUSINESS

1. BUDGET AMENDMENT #10

Supervisor Stumbo asked for any questions regarding this amendment. Clerk Roe clarified that \$35,000.00 was the cost for mowing all the vacant land and that the \$1,869.00 was reimbursement of the fire fund for hazmat cleanup.

2. 1ST READNG OF PROPOSAL ORDINANCE 2015-451 SEWAGE DISPOSAL RATE CHANGE

Jeff Casto, Director of YCUA, made a presentation requesting the Townships' consideration for a change in the ordinance which will increase the sewer rate 4% effective October 1, 2015. He was also anticipating at the YCUA Board of Commissioners meeting which will be held on August 26, 2015 that the YCUA Board would consider a recommendation to the Ypsilanti Township Board of Trustees for a sewer rate increase of 4%; at the same meeting they would consider a water increase of 8% for township customers. He said the township ordinance authorizes the YCUA board to increase the water rate up to the rate

**CHARTER TOWNSHIP OF YPSILANTI
AUGUST 18, 2015 WORK SESSION MINUTES
PAGE 8**

that the DWSD increases rates to YCUA. He said the Detroit Water and Sewer Department has increased its' rate by 10.9% to YCUA, which went into effect on July 1, 2015. The combined effect of the water and sewer rate increase for township residents will be 6.1%. He said the monthly increase to the residents in the township with minimal use of service would be \$1.56 per month on their water and sewer bill, an average user would see an increase of \$2.50 per month on their bill.

3. 1ST READING OF RESOLUTION 2015-27, PROPOSED ORDINANCE 2015-449, TO AMEND CHAPTER 66, VEGETATION AND MAINTENANCE STANDARDS

Mr. Radzik, Police Service Administrator, stated that the request for this ordinance came about from the last board meeting from residents. He said after meeting with staff members and residents they have changed language in the ordinance that all property must be maintained at 7 inches. This includes fence lines, around foundations of buildings, landscape areas, and all open areas.

4. 1ST READING OF RESOLUTION 2015-28, PROPOSED ORDINANCE 2015-45, TO AMEND CHAPTER 48 ARTICLE IV VACANT PROPERTY REGISTRATION TO INCLUDE COMMERCIAL AND INDUSTRIAL PROPERTIES

Supervisor Stumbo stated it was discussed at the last work session to add commercial and industrial property to the vacant property ordinance.

Mr. Radzik stated that they worked to make all the changes and also added language to include business districts. He also stated that with the 2nd reading there would be an adjustment regarding the fee schedule.

**CHARTER TOWNSHIP OF YPSILANTI
AUGUST 18, 2015 WORK SESSION MINUTES
PAGE 9**

5. 1ST READING OF PROPOSED ORDINANCE 2015-452, DESIGNATION OF AUTHORIZED OFFICIALS TO WRITE MUNICIPAL CIVIL INFRACTIONS

Supervisor Stumbo stated that we have added the following positions: Recreation Service Manager, Quality Assurance Specialist, and the Executive Coordinator for OCS to the Ordinance to write municipal and civil infraction tickets. She said the changes would also allow Township Firefighters to write tickets for any municipal civil infractions.

6. REQUEST OF WASHTENAW LITERARY FOR LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSE

Supervisor Stumbo questioned the resolution because the event is not located in the township. Clerk Lovejoy Roe explained although the event they would be having was not in the township the Washtenaw Literary is located in Ypsilanti Township.

7. RESOLUTION 2015-26, TEMPORARY ROAD CLOSURE REQUEST FOR RUNNING FIT "RUN SCREAM RUN" 5K, 10K, AND KID MILE RUN ON OCTOBER 10, 2015

8. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF A CHANGE ORDER WITH ANGLIN CIVIL FOR THE VETERAN'S DRIVE PROJECT TO INSTALL A CONDUIT ALONG THE DRIVE FOR FUTURE USE IN THE AMOUNT OF \$6,500.00 BUDGETED IN LINE ITEM #101-970-000-976-007

Jeff Allen explained this request was needed to install a conduit along the Veterans Drive for future use in the amount of \$6,500.00 for future lighting and was not in the original plans.

**CHARTER TOWNSHIP OF YPSILANTI
AUGUST 18, 2015 WORK SESSION MINUTES
PAGE 10**

- 9. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 5942 CARY DR., 1011 HAWTHORNE AVE., 823 E. MICHIGAN AVE., AND 6395 BEMIS RD. IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

Mike Radzik, Director of the Office of Community Standards, gave a brief review regarding these properties.

- 10. APPROVE THE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THREE PEDESTRIAN CROSSWALKS WITHIN THE GREENE FARM SUBDIVISION IN THE ESTIMATED AMOUNT OF \$18,282.00 BUDGETED IN LINE ITEM #101-446-000-818-022**
- 11. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, SEPTEMBER 15, 2015 AT APPROXIMATELY 7:00PM – SPECIAL ASSESSMENT LEVY**

OTHER BUSINESS

AUTHORIZATION AND BIDS

- 1. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR AUTHORIZATION TO SEEK SEALED BIDS FOR ROOF REPLACEMENT AT FIRE HEADQUARTERS LOCATED AT 222 S. FORD BLVD.**
- 2. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF FOR AUTHORIZATION TO SEEK SEALED BIDS FOR THE REPLACEMENT OF THE GREEN OAKS GOLF CART FLEET
(This item was discussed earlier in the meeting)**

**CHARTER TOWNSHIP OF YPSILANTI
AUGUST 18, 2015 WORK SESSION MINUTES
PAGE 11**

The meeting adjourned at approximately 6:45 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 18, 2015 REGULAR MEETING**

Supervisor Stumbo, called the meeting to order at approximately 7:00 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 observed.

MEMBERS PRESENT: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Mike Martin And Scott Martin

MEMBERS ABSENT: Trustee Jean Hall Currie

LEGAL COUNSEL: Wm. Douglas Winters

PUBLIC COMMENTS

Resident Larry Williams, stated he was opposed to the township assessment for the security cameras.

Greg Pratt, of Ann Arbor, expressed concerns about the Board approval of Majestic Lakes regarding limitations on rental properties.

Caleb Poirier, of Ann Arbor, said he represents an organization which is called "Mission" and works with the homeless. He expressed concerns about the Board approval of Majestic Lakes regarding limitations on rental properties.

Resident Monica Ross-Williams said she and Michael White were representing Equal at the Box and Fathers of Hope. She read a letter stating they would like to host along with Fathers of Hope an Ypsilanti Area Unity March. She explained the Father of Hope mission was to unite local resource organizations and programs She stated the date for the march was October 3, 2015.

CONCENT AGENDA

A. MINUTES OF THE JULY 21, 2015 WORK SESSION AND REGULAR MEETING

B. STATEMENT AND CHECKS

- 1. STATEMENTS AND CHECKS FOR AUGUST 4, 2015 IN THE AMOUNT OF \$733,521.90**
- 2. STATEMENTS AND CHECKS FOR AUGUST 18, 2015 IN THE AMOUNT OF \$1,006,550.13**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JULY, IN THE AMOUNT OF \$35,056.43**
- 4. CHOICE HEALTH CARE ADMIN FEE FOR JUNE IN THE AMOUNT OF \$1,185.00**

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C. JULY 2015 TREASURER REPORT

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the Consent Agenda. The motion carried unanimously.

SUPERVISOR , CLERK , TREASURER AND TRUSTEE REPORTS WERE DISCUSSED IN THE WORK SESSION

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that after listening to the two gentlemen speak earlier, he would like to make them aware that the Township has a working relationship with Habitat for Humanity. He reported that this was an ongoing effort by the township to eradicate homelessness within the township. He said the Township has purchased properties and turned them over to Habitat for Humanity. Mr. Winters suggested that the two gentlemen may have their organization look into a similar relationship with Habitat.

OLD BUSINESS

- 1. 2nd READING RESOLUTION 2015-11, A PROPOSE ORDINANCE 2015-446 AN ORDINANCE TO AMEND ORDINANCE 74 SO AS TO REPEAL THE CURRENT EXISTING 2109 "SIGNS" IN ITS ENTIRETY AND REPLACE WITH A NEW SECTION 2019 "SIGNS". (The 1st reading was approved at the April 21, 2015 Regular Board Meeting)**

Clerk Lovejoy Roe read Resolution 2015-11, and a memo, dated August 10, 2015, from Joe Lawson with the Summary and Overview of the changes.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the 2nd Reading Resolution 2015-11 a Proposed Ordinance 2015-446, an Ordinance to Amend Ordinance 74 so as to Repeal the Current Existing 2109 "Signs" in its Entirety and Replace with a New Section 2019 "Signs", Including Changing 2(H) from 30 days to 14 days (see attached).

The motion carried as follows:

Eldridge: Yes	S. Martin: Yes	Stumbo: Yes
Lovejoy Roe: Yes	Doe: Yes	M. Martin: Yes

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- 2. 2nd READING POLICY RESOLUTION 2015-24, TO IMPOSE RESTRICTIONS AND CONDITIONS ON ALL COLLECTION BOXES IN THE TOWNSHIP BY WAY OF AN ADMINISTRATIVE REVIEW AND AMENDMENT TO THE SITE PLAN.**
(The 1st reading was approved at the July 21, 2015 Regular Board Meeting)

Clerk Lovejoy Roe read a memo dated July 9, 2015 from Joe Lawson with the Summary and Overview including changes made to the 2nd reading of Resolution 2015-24.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2nd Reading of the Policy Resolution 2015-24 to Impose Restrictions and Conditions on all Collection Boxes in the Township by way of an Administrative Review and Amendment to the Site Plan (see attached).

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	Yes

- 3. REQUEST AUTHORIZATION TO APPROVE PURCHASE AGREEMENT FOR YPSILANTI TOWNSHIP VACANT PROPERTY LOCATED AT 5871 S. MOHAWK AVENUE K-11-22-480-050 WITH DEED RESTRICTIONS REQUIRING HOMEOWNER OCCUPIED SINGLE FAMILY HOME ONLY TO PROHIBIT GOVERNMENT SUBSIDY FOR RENTALS IN THE AMOUNT OF \$500.00 AND ALL TITLE WORK, CLOSING COSTS, AND LEGAL FEES TO BE PAID BY THE PURCHASER, JOSEPH KISSELLA, JR AND THAT A SIDEWALK WILL BE INSTALLED.**
(Tabled at the July 21, 2015 Regular Meeting)

No formal action was taken on this item. After much discussion it was agreed to ask purchaser if terms of installing sidewalk and paying for all legal costs was agreeable to him. The agenda item was changed to reflect how the board desired to change this item but then decided to not take action until contacting purchaser.

NEW BUSINESS

- 1. BUDGET AMENDMENT #10**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #10 (see attached).

The motion carried unanimously.

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2. 1st READING OF PROPOSED ORDINANCE 2015-451, SEWAGE DISPOSAL RATE CHANGE

Clerk Lovejoy Roe read the ordinance to increase sewage disposal rate effective Oct. 1, 2015 as listed in the board packet. Clerk Lovejoy Roe read the letter from Mr. Jeff Casto, Director of YCUA, regarding the increase.

A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to approve the 1st Reading of Proposed Ordinance 2015-451, Sewage Disposal Rate Change (see attached).

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	Yes

3. 1st READING OF RESOLUTION 2015-27, PROPOSED ORDINANCE 2015-449, TO AMEND CHAPTER 66 VEGETATION MAINTENANCE STANDARDS

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the 1st Reading of Resolution 2015-27, Proposed Ordinance 2015-449, to Amend Chapter 66 Vegetation Maintenance Standards (see attached).

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	Yes

4. 1st READING OF RESOLUTION 2015-28, PROPOSED ORDINANCE 2015-450, TO AMEND CHAPTER 48 ARTICLE IV VACANT PROPERTY REGISTRATION TO INCLUDE COMMERCIAL AND INDUSTRIAL PROPERTIES

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve 1st Reading of Resolution 2015-28, Proposed Ordinance 2015-450, to Amend Chapter 48 Article IV Vacant Property Registration to Include Commercial and Industrial Properties (see attached).

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	Yes

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5. 1st READING OF PROPOSED ORDINANCE 2015-452, DESIGNATION OF AUTHORIZED OFFICIALS TO WRITE MUNICIPAL CIVIL INFRACTIONS

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve 1st Reading of Proposed Ordinance 2015-452, Designation of Authorized Officials to Write Municipal Civil Infractions (see attached).

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	Yes

6. REQUEST OF WASHTENAW LITERACY FOR LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Request of Washtenaw Literacy for Local Governing Body Resolution for Charitable Gaming License.

The motion carried unanimously.

7. RESOLUTION 2015-26, TEMPORARY ROAD CLOSURE REQUEST FOR RUNNING FIT "RUN SCREAM RUN" 5K, 10K, AND KID MILE RUN ON OCTOBER 10, 2015

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the Resolution 2015-26, Temporary Road Closure Request for Running Fit "Run Scream Run" 5k, 10K and Kid Mile Run on October 10, 2015 (see attached).

The motion carried unanimously.

8. REQUEST BY JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR, FOR APPROVAL OF A CHANGE ORDER WITH ANGLIN CIVIL FOR THE VETERAN'S DRIVE PROJECT TO INSTALL A CONDUIT ALONG VETERANS DRIVE FOR FUTURE USE IN THE AMOUNT OF \$6,500.00 BUDGETED IN LINE ITEM #101-970-000-976-007

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the Request by Jeff Allen, Residential Services Director, for Approval of a Change

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Order with Anglin Civil for the Veteran's Drive Project to Install a Conduit Along Veterans Drive for Future Use in the Amount of \$6,500.00 Budgeted in Line Item #101-970-000-976-007.

Supervisor Stumbo stated that this is a change order so it had to be brought back to the Board.

The motion carried unanimously.

- 9. REQUEST OF MIKE RADZIK, OCS DIRECTOR, FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 5942 CARY DR., 1011 HAWTHORNE AVE., 823 E. MICHIGAN AVE., AND 6395 BEMIS RD. IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to approve the Request of Mike Radzik, OCS Director, for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Properties Located at 5942 Cary Dr., 1011 Hawthorne Ave., 823 E. Michigan Ave., and 6395 Bemis Rd. in the Amount of \$20,000.00 Budgeted in Line Item #101-950-000-801-023

The motion carried unanimously.

- 10. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THREE PEDESTRIAN CROSSWALKS WITHIN THE GREENE FARM SUBDIVISION IN THE ESTIMATED AMOUNT OF \$18,282.00 BUDGETED IN LINE ITEM #101-446-000-818-022.**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Agreement with Washtenaw County Road Commission for Three Pedestrian Crosswalks within the Greene Farm Subdivision in the Estimated Amount of \$18,282.00 Budgeted in Line Item #101-446-000-818-022 (see attached).

The motion carried unanimously.

11. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, SEPTEMBER 15, 2015 AT APPROXIMATELY 7:00 P.M. – SPECIAL ASSESSMENT LEVY

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Request to Set a Public Hearing Date of Tuesday, September 15, 2015 at Approximately 7:00 pm. – Special Assessment Levy.

The motion carried unanimously.

OTHER BUSINESS

1. REQUEST TO SELL TOWNSHIP OWNED PARCELS BEHIND OHIO ST. TO RESIDENTS

Clerk Lovejoy Roe stated that a resident has interest in purchasing township owned property behind his home at 36 Ohio St. (K-11-11-202-035). Clerk Lovejoy Roe stated there may be other neighbors who would like to purchase this property and suggested a motion be made and to include contacting other residents who may be interested in purchasing township owned property behind Ohio St. She said if they are interested each party could work out an agreement with the Township to purchase this property.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Offer for Purchase Unbuildable Township Owned Parcels behind Ohio Street to Residents with Adjoining Properties.

The motion carried unanimously.

AUTHORIZATION AND BIDS

1. REQUEST OF ERIC COPELAND, FIRE CHIEF, FOR AUTHORIZATION TO SEEK SEALED BIDS FOR ROOF REPLACEMENT AT FIRE HEADQUARTERS LOCATED AT 222 S. FORD BLVD.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Request of Eric Copeland, Fire Chief, for Authorization to Seek Sealed Bids for Roof Replacement at Fire Headquarters Located at 222 S. Ford Blvd.

The motion carried unanimously.

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**2. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF, FOR AUTHORIZATION TO
SEEK SEALED BIDS FOR THE REPLACEMENT OF THE GREEN OAKS GOLF
CART FLEET**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to
approve the Request of Justin Blair, Director of Golf, for Authorization to Seek
Bids for the Replacement of the Green Oaks Golf Cart Fleet.**

The motion carried unanimously.

ADJOURNMENT

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

The meeting adjourned at 7:48 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015-11

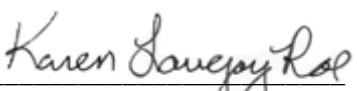
WHEREAS, at its regularly scheduled meeting held March 24, 2015, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) approved a text amendment to the Township Zoning Code, Section 2109 "Signs" updating the Ordinance as required by today's technological advances and to revise 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".

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. 2015-11 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 18, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

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:

Sec. 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 suggest 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 nonaccessory 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) Marquee sign: A display sign attached to or hung from a marquee, canopy or other covered structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line. Every marquee sign shall be thoroughly secured to the building by iron or metal anchors, bolts, supports, rods or braces.
- (12) 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.
- (13) Off-premises directional sign: A sign which provides direction to a location within the township.
- (14) 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.
- (15) Roof sign: A display sign which is erected, constructed and maintained on or above the roof of the building.
- (16) 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.
- (17) 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
 - (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.
- (18) 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.
- (19) 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.
- (20) 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, nonaccessory: 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 Workmanlike or 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 14 days, said sign shall be disposed of.
- i. Sign setbacks: All permitted ground-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 (feet)	50	--	50	--	--	--	--	25	---
May be illuminated? (sec 2110)	No	No	No	No	No	No	No	No	No
Maximum length of time for display (days)	--	--	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 or graphics do not exceed two signs per window and further do not cover more than 20 percent of the window surface area. Window signs shall be limited to the company name and or logo occupying the given space. Signage shall not include the advertisement of products, services or other non-company affiliated graphics. Hours of operation and street numbers are exempt from this requirement.
- (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. Nonaccessory 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: No billboard shall be approved at any time when there are 20 or more billboard sign faces in the township except for that a new billboard structure may be granted approval only in exchange for the removal of four nonconforming billboard faces.

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.
- (4) Limitations: No billboard shall be approved at any time when there are 20 or more billboard sign faces in the township except for that a new billboard structure may be granted approval only in exchange for the removal of four nonconforming billboard faces.

5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. **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.

(Ord. No. 2000-261, § 3, 12-19-00; Ord. No. 2001-289, § 2, 11-20-01; Ord. No. 2002-307, 12-17-02)

Editor's note: Ord. No. 2000-261, adopted December 19, 2000, repealed section 2109, signs, in its entirety, and replaced it with similar material as herein set out. The former provisions derived from Ord. No. 94-133, adopted August 16, 1994, and Ord. No. 94-142, adopted March 5, 1996.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2015-446 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on August 18, 2015 after first being introduced at a Regular Meeting held on April 21, 2015. The motion to approve was made by member Roe and seconded by member Eldridge. YES: Mike Martin, Eldridge, Scott Martin, Stumbo, Roe, Doe. ABSENT: Currie NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

POLICY RESOLUTION NO. 2015-24

CHARTER TOWNSHIP OF YPSILANTI POLICY RESOLUTION TO IMPOSE RESTRICTIONS AND CONDITIONS ON ALL COLLECTION BOXES IN THE TOWNSHIP BY WAY OF AN ADMINISTRATIVE REVIEW AND AMENDMENT TO THE SITE PLAN

COLLECTION BOXES

1. Intent and Definitions.

A. The Collection Boxes Policy Resolution is intended to safeguard the public's health, safety and welfare of all citizens who reside, visit the Township or further use collection boxes within the community. The intent of this collection Boxes Policy Resolution is to impose restrictions and conditions on all collection boxes in the Township by way of an administrative review and amendment to the approved site plan, so that they are and remain clean, safe and do not create hazards to pedestrians and to vehicular traffic.

B. *Operator* means a person who owns, operates or otherwise is in control of collection boxes to solicit collections of salvageable personal property.

Director means the Director of Planning for the Charter Township of Ypsilanti.

Permitee means a person over 18 years of age or an entity who is issued a permit authorizing placement of collection box(es) on real property.

Real Property, Property or Land means a lot of record located in the Township of Ypsilanti.

Collection Box means any metal container, receptacle, or similar device that is located on any parcel or lot of record within the Township and that is used for soliciting and collecting the receipt of clothing, household items, or other salvageable personal property. This term does not include recycle bins for the collection of recyclable material, any rubbish or garbage receptacle or any collection box located within an enclosed building.

2. Collection Box Permit.

No later than thirty (30) days from the effective date of this article, no person shall place, operate, maintain or allow any collection box on any real property without first obtaining an annual permit issued by the Ypsilanti Township Office of Community Standards ("Department"), to locate a collection box.

3. Application for Site Plan Amendment.

A. Prior to the issuance of a permit by the director for placement of a collection bin, the owner of the real property, on forms provided by the Office of Community Standards, shall apply for an amendment to the approved site plan associated with the subject property.

B. The information provided for the site plan amendment shall abide by the "sketch plan" submittal requirements noted within section 2115.5 of the Township Zoning Ordinance.

C. The site plan amendment application shall be accompanied by a nonrefundable site plan review fee in an amount established by resolution of the Township Board.

D. Within fifteen (15) business days of receiving an application for site plan amendment, the Director shall notify the applicant whether the application

is approved or denied. If the Director denies an application, the Director shall state in writing the specific reasons for denial.

- E. Any person aggrieved by the decision rendered by the Director in granting or denying any application for administrative site plan amendment under this article may appeal the decision to the Township Planning Commission. The appeal shall be made by filing a written notice thereof with the Township Clerk's Office setting for the grounds for the appeal not less than ten (10) days after receiving notice of the decision of the Director. The Township Planning Commission may grant relief if the applicant presents clear and convincing evidence that there was an error in the decision of the Director.

4. Application for a Permit.

- A. Upon a successful amendment to the approved site plan by the property owner, any person desiring to secure a permit, shall make an application to the Office of Community Standards on forms provided by the director.
- B. A permit shall be obtained for each collection box(es) proposed. Combining fees for collection box(es) located on a lot of record may be addressed in the fee resolution.
- C. The application for a permit shall be upon a form provided by the Department and be signed by an individual who is an officer, director, member of an entity applicant. The applicant shall furnish the following information:
 - 1) Name, address and email of all partners or limited partners of a partnership applicant, all members of an LLC applicant, all officers and directors of a non-publicly traded corporation applicant, all stockholders owning more than five percent of the stock of a non-publicly traded corporate applicant, and any other person who is financially interested directly in the ownership or operation of the business, including all aliases.
 - 2) Date of birth of individuals and date of establishment of an entity or the birthdate of an individual applicant.
 - 3) Whether the applicant has previously received a permit for a collection box in the township or currently operates a collection box or similar type receptacle without a permit in the township.
 - 4) The name, address, email address, date of birth and telephone number of a contact person accepting responsibility for all matters relating to a collection box located in the township.
 - 5) Removal agreement: The petitioner shall submit a signed removal agreement and a letter of credit or cash security, satisfactory to the township attorney, for the removal of collection boxes and any related site improvements. The petitioner shall demonstrate that adequate funds will be available to the township for the removal of the collection boxes, restoration of the site and associated administrative costs incurred by the township in the event that the petitioner, property owner or their successors fail to remove the collection boxes in a timely manner as required by this article.
 - 6) The physical address of the real property where the collection box is proposed to be located.
 - 7) A scaled drawing sufficient to illustrate the proposed location of the collection box on the real property, the dimensions of the proposed collection box and that the location complies with the requirements of Section 4 of this article.

- 8) If not the owner of the real property, a notarized affidavit from the property owner providing written permission to place the collection box(es) on the property, as well as an acknowledgement from the property owner of receipt of a copy of this Resolution Policy shall be provided on a form provided by the Department Director. For purposes of this subsection, the affidavit and acknowledgement may be executed by an individual who is an officer, director, member or manager of an entity owning the property.
 - 9) A nonrefundable application fee in an amount established by resolution of Township Board.
- D. Within ten (10) business days of receiving an application for a permit, the Director shall notify the applicant whether the permit is granted or denied. If the Director denies an application, the Director shall state in writing the specific reasons for denial.
- E. No person to whom a permit has been issued shall transfer, assign or convey such permit to another person or legal entity.
- F. A person shall be issued a permit by the Director if the requirements of this article are satisfied.

5. Requirements for a Permit.

- A. A Permittee shall operate and maintain, or cause to be operated and maintained, all collection boxes located in the Township for which the Permittee has been granted a permit as follows:
1. Collection boxes shall be metal or other appropriate material as approved by the director, and shall further be maintained in good condition and appearance with no structural damage, holes or visible rust and shall be free of graffiti;
 2. Collection boxes shall be locked or otherwise secured in such a manner that the contents cannot be accessed by anyone other than those responsible for the retrieval of the contents;
 3. Collection boxes shall have, at a minimum, 2-inch type visible from the front of each collection box the name, address, email, website and phone number of the operator, as well as whether the collection box is owned and operated by a for profit company or a not for profit company. The collection box shall not have information, advertising or logos other than those relating to the Operator.
 4. Collection boxes shall be serviced and emptied as needed, but at least every seven (7) days.
 5. The Permittee and property owner shall maintain, or cause to be maintained, the area surrounding the collection boxes, free from any junk, debris or other material. The property owner shall be responsible to the extent provided by law for the Township's cost to abate any nuisance, in accordance with Section 26-28, "Causes of blight or blighted factors enumerated", of the Township Municipal Code.
- B. Collection boxes shall:
1. Not be permitted on any land used for residential purposes.
 2. Not be permitted on any unimproved parcel, nor where the principal use of the land has been closed or unoccupied for more than thirty (30) day.

3. Not be less than 1,000 feet from another collection box as measured along a straight line from one box to the other. Notwithstanding this separation requirement, up to two (2) collection boxes on a single lot of record are permitted if the two (2) collection boxes are side by side and are no more than one foot apart.
4. Not exceed 7.0 feet in height, 6.0 feet in width and 6.0 feet in depth.
5. Not cause a visual obstruction to vehicular or pedestrian traffic.
6. Maintain all applicable yard setbacks for the district in which the box is located as prescribed within article xx of the township zoning ordinance.
7. Not be placed closer than 10 feet from: i) a public or private sidewalk; ii) a public right-of-way; iii) a driveway; or iv) a side or rear property line of adjacent property used for residential purposes.
8. Not cause safety hazards with regard to a designated fire lane or building exit.
9. Not interfere with an access drive, off-street parking lot maneuvering lane and/or required off-street parking space to an extent which would cause safety hazards and/or unnecessary inconvenience to vehicular or pedestrian traffic; ii) encroach upon an access drive, off-street parking lot maneuvering lane and/or required off-street parking space as illustrated on the approved site plan.
10. Be placed on a level, hard (asphalt or concrete) paved, dust-free surface.

6. Term of Permit and Renewal of Permit.

- A. The permit cycle shall begin on the date of issuance and shall be valid for one calendar year (365 days).
- B. A collection box permit shall be renewed annually. The application for renewal must be filed not later than thirty (30) days before the permit expires. The application for renewal shall be upon a form provided by the Director.
- C. The Director shall either approve or deny the renewal of a permit within ten (10) business days of receipt of the complete renewal application and payment of the renewal fee.
- D. A permit renewal fee set by resolution of the Township Board shall be submitted with the application for renewal. Any changes to the previously approved site plan or failure to apply for renewal prior to the expiration date shall require the submission of a new site plan application and applicable review and permit fees.
- E. Prior to expiration of the permit, the Permittee may voluntarily cancel the permit by notifying the Director in writing of the intent to cancel the permit. The permit shall become void upon the Director's receipt of a written notice to intent to cancel the permit.
- F. The Director shall approve the renewal of a permit if the Director finds that no circumstances existed during the term of the permit which would cause a violation to exist, and that at the time of submission of the application for renewal, or at any time during the renewal of the application for renewal, there were not circumstances inconsistent with any finding required for approval of a new permit. Any Permittee whose permit has been revoked shall be denied renewal of the permit for the subsequent calendar year.

- G. If the permit expires and is not renewed, the collection box(es) must be removed from the real property within a maximum of ten (10) days after expiration of the permit.

7. Revocation of Permit, Removal of Collection Boxes and Liability.

- A. The Director shall have the right to revoke any permit issued hereunder for a violation of this article. Any of the grounds upon which the Director may refuse to issue an initial permit shall also constitute grounds for such revocation. In addition, the failure of the Permittee to comply with the provisions of this article or other provisions of this code or other law shall also constitute grounds for revocation of the permit. The Director shall provide written notification to the Permittee and property owner via first class mail, email or in person stating the specific grounds for a revocation and a demand for correction and abatement. The notice shall allow a maximum of seven (7) days from mailing of the notice to correct or abate the violation. Upon failure to make the correction or abatement, the permit shall be revoked by the Director and, thereafter, the Permittee shall not be eligible for a permit on the property for the subsequent calendar year.
- B. Upon revocation, the collection box shall be removed from the real property within ten (10) days and, if not so removed within the time period, the Township may remove, store or dispose of the collection box at the expense of the Permittee and/or real property owner. Any such boxes that are not claimed within thirty (30) days shall be destroyed. All costs associated with the removal, storage or disposal of the collection box incurred by the Township, or the Township's contractor, shall be the responsibility of the property owner. If such obligation is not paid within thirty (30) days after mailing of a billing of costs to the property owner, the Township may place a lien upon such real property enforceable as a tax lien in the manner prescribed by the general laws of this state against the property and collected as in the case of general property tax. If the same is not paid prior to the preparation of the next assessment roll of the Township, the amount shall be assessed as a special tax against such premises on the next assessment roll and collected thereunder.
- C. A permit for a collection box may be revoked if any governmental authority or agency determines that the collection box has violated the Michigan Consumer Protection Act and/or the Charitable Organizations and Solicitations Act.

8. Appeal to Township Board of Trustees.

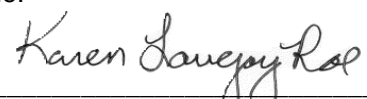
Any person aggrieved by the decision rendered by the Director in granting or denying any application for a permit under this article or in revoking a permit issued under this article may appeal the decision to the Township Board of Trustees. The appeal shall be made by filing a written notice thereof with the Township Clerk's Office setting for the grounds for the appeal not later than ten (10) days after receiving notice of the decision of the Director. The Township Board may grant relief if the applicant presents clear and convincing evidence that there was an error in the decision of the Director.

9. Penalty and Remedies.

- A. In addition to revocation of permit pursuant to Section 6 of this article, any person violating the provisions of this article is guilty of a civil infraction.
- B. In addition to the penalty provided in Subsection (A) of this section, any condition caused or permitted to exist in violation of the provisions of this article, or any ordinance, shall be deemed a new and separate offense for each day that such condition continues to exist.

- C. Nothing in this article shall prevent the Township from pursuing any other remedy provided by law in conjunction with or in lieu of prosecuting persons under this section for violation of this article.
- D. The real property owner and Permittee shall be jointly and severally liable for each violation and for payment of any fine and costs of abatement.
- E. No fines shall be imposed for a violation of this article until ninety (90) days after its effective date. All collection boxes existing at the effective date of the ordinance shall apply for a permit as required herein within thirty (30) days of the effective date. Any collection boxes not in compliance with this article after ninety (90) days of the effective date shall be subject to all remedies for violation as provided herein.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Policy Resolution No. 2015-24 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on August 18, 2015 after first being introduced at a Regular Meeting held on July 21, 2015. The motion to approve was made by member Roe and seconded by member Doe. YES: Mike Martin, Eldridge, Scott Martin, Stumbo, Roe, Doe. ABSENT: Currie NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #10**

August 18, 2015

101 - GENERAL OPERATIONS FUND

Total Increase \$35,000.00

Request line item transfer between General Fund Cost Centers. This transfer is needed to install three pedestrian crosswalks within Green Farms subdivision. This will require an increase to Department 446 Highways and Streets construction line item and a decrease to Department 266 Computer Support Equipment line item. Line item transfers do not cause an increase or decrease to the Fund Budget.

Revenues:	N/A		Net Revenues <u><u>\$0.00</u></u>
Expenditures:	Equipment	101-266-000-977.000	(\$8,674.00)
	Highways & Street Construction	101-446-000-818.022	<u>\$8,674.00</u>
		Net Expenditures	<u><u>\$0.00</u></u>

Increase budget for maintenance of acquired properties in the Community Stabilization department. This is for mowing and clean up of Township acquired properties. The summer months has presented an abundance of mowing and we contract this service out with Looking Good Lawns. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$35,000.00
		Net Revenues	<u><u>\$35,000.00</u></u>
Expenditures:	Maint Property & Right of Way	101-950-000-880.001	\$35,000.00
		Net Expenditures	<u><u>\$35,000.00</u></u>

206 - FIRE FUND

Total Increase \$1,869.40

Increase budget for funds received and owed to Washtenaw County HazMat Team for response at 1200 Leforge Road - Gas Leak. This will be funded by the funds received of KBK Landscaping Inc.

Revenues:	Misc Rev - Hazardous Response Service	206.000.000.682.000	\$1,869.40
		Net Revenues	<u><u>\$1,869.40</u></u>
Expenditures:	Prof Svcs - Hazardous Response	206.206.000.801.005	\$1,869.40
		Net Expenditures	<u><u>\$1,869.40</u></u>

Motion to Amend the 2015 Budget (#10):

Move to increase the General Fund budget by \$35,000 to \$10,048,000 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$1,869.40 to \$5,215,443.71 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2015 - 451**

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to increase sewage disposal service rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2015, existing sewage disposal service rates shall prevail. For all billings rendered on or after October 1, 2015, charges for sewage disposal services shall be as provided for in Schedule A, for each bimonthly (two-month) period:

Schedule A:

Meter Size (inch)	Allowed Usage Cubic Feet	CAPITAL CHARGE		OM&R		TOTAL	
		Contract Community	All Others	Contract Communities	All Others	Contract Community	All Others
5/8-3/4	600	\$1.33	\$1.33	\$17.75	\$21.97	\$19.08	\$23.30
1	1000	\$2.24	\$2.24	\$29.67	\$37.40	\$31.91	\$39.64
1½	2100	\$4.89	\$4.89	\$60.88	\$76.89	\$65.77	\$81.79
2	4000	\$8.89	\$8.89	\$117.43	\$147.80	\$126.32	\$156.69
3	9000	\$20.01	\$20.01	\$256.28	\$330.71	\$276.29	\$350.72
4	16200	\$36.02	\$36.02	\$488.88	\$596.04	\$524.89	\$632.06
6	36000	\$80.04	\$80.04	\$1,054.06	\$1,326.49	\$1,134.11	\$1,406.53
8	66000	\$146.70	\$146.70	\$1,923.79	\$2,423.04	\$2,070.49	\$2,569.74
10	102000	\$223.38	\$223.38	\$2,977.87	\$3,749.52	\$3,201.26	\$3,972.91
12	150000	\$333.44	\$333.44	\$4,383.30	\$5,518.11	\$4,716.74	\$5,851.54

For all usage in excess of allowed usage, the rate per 100 cubic feet shall be as follows:

	CAPITAL CHARGE	OM&R	TOTAL
Contract Communities	\$0.224	\$1.921	\$2.145
All Others	\$0.224	\$2.025	\$2.249

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. 2015-451 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 18, 2015. The second reading is scheduled to be heard on September 15, 2015.

Karen Lovejoy Roe

 Karen Lovejoy Roe, Clerk
 Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2015-27

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

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

Whereas, the Township’s Office of Community Standards has received numerous complaints from residents of uncut grass and vegetation along fence lines, structural perimeters and landscaped areas which exceed 7” in height; and

Whereas, the growth of grass and vegetation along fence lines, structural perimeters and landscaped areas exceeding the 7” height limitation is unsightly and negatively impacts the overall appearance of neighborhoods; and

Whereas, Ordinance 2015-449 amends the Township Code to specifically require that grass and vegetation along fence lines, structural perimeters and landscaped areas be maintained in a manner that the growth does not exceed 7” in height;

Now Therefore,

Be it resolved, that Ordinance No. 2015-449 is hereby adopted by reference.

**CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2015-449**

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

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

Sec. 66-26. - Definitions.

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

Commissioner means the commissioner of noxious weeds.

Lawn extension means the unpaved portion of any street which is inside the curblin.

Natural areas means a site largely unaltered by modern human activity where vegetation is distributed in naturally occurring patterns.

Sec. 66-27. - Violations, civil infractions.

Any person, firm or corporation, which owns real property (as shown on the assessor's records), violating any provision of this article shall be responsible for a civil infraction and shall be subject to a fine as follows:

- (1) The fine for any first violation shall be \$75.00;
- (2) The fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$150.00;
- (3) The fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$250.00.

Sec. 66-27.1. - Each day a separate civil infraction.

A separate civil infraction shall be deemed committed upon each day during or when a violation occurs or continues.

Sec. 66-27.2. - Rights and remedies are cumulative.

The rights and remedies provided herein are cumulative and in addition to any other remedies, including an action to abate, restrain, and/or enjoin filed in a court of competent jurisdiction.

Sec. 66-28. - Diseased, damaged, infested vegetation.

No tree or other vegetation which by virtue of disease, damage or insect infestation presents a hazard to persons or property on adjoining land shall be maintained.

Sec. 66-29. - Trimming and corner clearance.

Trees and other vegetation on private property shall be maintained so that no part thereof intrudes upon the public right-of-way in the space eight feet above the surface of the right-of-way. Vegetation on private property within 25 feet of the intersection of right-of-way lines shall not be permitted to grow to a height of 36 inches above the adjacent right-of-way surface. Trees may be maintained within 25 feet of the intersection but must have all branches trimmed to provide clear vision for vertical height of eight feet above the roadway surface.

Sec. 66-30. - Lawn extensions.

The owner or occupant of every parcel of land is responsible for grading, planting, mowing and raking the extension so that it is covered with grass or other ground cover approved by the commissioner ~~with and average height not in excess of six~~ before it reaches a height of seven inches. Upon receipt of evidence demonstration that vegetation cannot be maintained on a lawn extension, the commissioner may issue a permit to cover the lawn extension with stone or such other material as will present a neat appearance.

Sec. 66-31. - Grass and weeds.

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

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

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

Sec. 66-32. - Enforcement.

If private property or a lawn extension is not maintained as required by this article, the commissioner may have the work done to bring the property or lawn extension into compliance. The notice provided for enforcement of sections other than section 66-31 shall be sent to the address of the owner as shown on the assessor's records at least five days prior to commencing the work. If an immediate hazard to public safety occurs, no prior notice shall be necessary. The actual costs of the work needed to bring property or a lawn extension into compliance, together with an additional 15 percent of that cost, shall be billed to the owner. If

this amount is not paid within 45 days, it shall be a special assessment against the property as provided in this Code. The supervisor shall add such expense to the tax roll on such lands, and such shall become a lien against such lands and be enforced in the same manner as provided by the laws of the state for general property taxes.

Sec. 66-33. - Financial hardship.

Under proof of financial hardship, the supervisor may authorize charges under section 66-32 to be paid in installments or ~~to be~~ reduced and ~~will be~~ subject to township board approval.

Severability

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

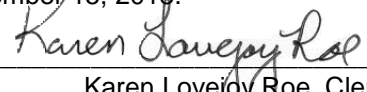
Effective Date and Repeal of Conflicting Ordinances

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

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

Secs. 66-34—66-60. - Reserved.

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. 2015-449 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 18, 2015. The second reading is scheduled to be heard on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
PROPOSED ORDINANCE NO. 2015-452**

*An Ordinance to amend the Code of Ordinances
of the Charter Township of Ypsilanti.*

The Charter Township of Ypsilanti ordains:

Chapter 40. Municipal Civil Infractions

Section 40-28.

Designation of Authorized Officials is amended to ADD the following persons with authority to issue municipal civil infractions for violations of the Ypsilanti Township Code of Ordinances:

Ypsilanti Township Quality Assurance Specialist
Ypsilanti Township Recreation Services Manager
Ypsilanti Township Executive Coordinator
Ypsilanti Township Firefighters

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

This Ordinance shall become effective upon 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. 2015-452 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 18, 2015. The second reading is scheduled to be heard on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2015-26**

**RESOLUTION REGARDING
TEMPORARY ROAD CLOSURE**

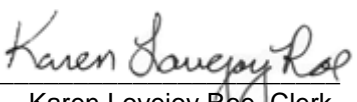
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 10, 2015 from 8:30 a.m. to 11:00 a.m. for the Run Scream Run 5K, 10K, and Kid Mile run to benefit the March of Dimes of Southeastern Michigan.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; 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 Randal Step, owner R.F. Events be the authorized official designee 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. 2015-26 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 18, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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

THIS AGREEMENT, made and entered into this 19th day of August, 2015 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install three pedestrian crosswalks within Greene Farms subdivision (the "Project"); and

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

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

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

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$18,282.00.

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

AGREEMENT SUMMARY

Estimated Costs

Three Pedestrian Crosswalks - Greene Farms subdivision \$18,282.00

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo Lisa K. Hancock Witness
Brenda L. Stumbo, Supervisor Aug. 19, 2015 Aug. 19, 2015

Karen Lovejoy Roe Lisa K. Hancock Witness
Karen Lovejoy Roe, Clerk Aug. 19, 2015 Aug. 19, 2015

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair Witness

Roy D. Townsend, Managing Director Witness

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



**Accounting
Department**

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

September 1, 2015 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$ 359,969.25
HAND CHECKS -	<u>\$ 178,770.18</u>
GRAND TOTAL -	\$ 538,739.43

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
08/13/2015	AP	169495	6821	AT & T	2,593.52
08/13/2015	AP	169496	0363	COMCAST CABLE	102.85
08/13/2015	AP	169497	0363	COMCAST CABLE	102.85
08/13/2015	AP	169498	0363	COMCAST CABLE	93.90
08/13/2015	AP	169499	0363	COMCAST CABLE	264.35
08/13/2015	AP	169500	15934	WASTE MANAGEMENT	700.00
08/13/2015	AP	169501	15934	WASTE MANAGEMENT	28,033.25
08/13/2015	AP	169502	15934	WASTE MANAGEMENT	95,051.04
08/13/2015	AP	169503	15934	WASTE MANAGEMENT	30,652.75
08/13/2015	AP	169504	15934	WASTE MANAGEMENT	2,013.31
08/13/2015	AP	169505	15934	WASTE MANAGEMENT	6,103.18
08/13/2015	AP	169506	15934	WASTE MANAGEMENT	763.78
08/13/2015	AP	169507	15934	WASTE MANAGEMENT	219.75
08/13/2015	AP	169508	15934	WASTE MANAGEMENT	487.32
08/10/2015	AP	169509	0071	BRENDA STUMBO	104.94
08/10/2015	AP	169510	0363	COMCAST CABLE	4,407.00
08/10/2015	AP	169511	0426	GUARDIAN ALARM	570.19
08/10/2015	AP	169512	1600	LARRY DOE	366.00
08/10/2015	AP	169513	VIVID IMAG	VIVID IMAGING STUDIO	775.00
08/10/2015	AP	169514	6288	SIGNS BY TOMORROW	1,088.50
08/24/2015	AP	169515	0363	COMCAST CABLE	142.85
08/24/2015	AP	169516	0363	COMCAST CABLE	114.95
08/24/2015	AP	169517	0363	COMCAST CABLE	92.85
08/24/2015	AP	169518	15794	MIDWEST GOLF & TURF	935.00
08/24/2015	AP	169519	16486	PAETEC	494.86
08/24/2015	AP	169520	15421	WEX BANK	2,496.17

AP TOTALS:

Total of 26 Checks:	178,770.18
Less 0 Void Checks:	0.00
Total of 26 Disbursements:	<u>178,770.18</u>

User: mharris

CHECK NUMBERS 169524 - 169606

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
09/01/2015	AP	169524	2937	A & R TOTAL CONSTRUCTION, INC.	882.24
09/01/2015	AP	169525	0460	ACUSHNET COMPANY	216.00
09/01/2015	AP	169526	15493	ADAM KURTINAITIS	1,295.00
09/01/2015	AP	169527	15991	ADVANTAGE MARKETING SOLUTIONS	9,026.03
09/01/2015	AP	169528	A. ODOM	ALANCE ODOM	100.00
09/01/2015	AP	169529	ANGLIN	ANGLIN CIVIL LLC	202,863.55
09/01/2015	AP	169530	0017	ANN ARBOR CLEANING SUPPLY	460.90
09/01/2015	AP	169531	0215	AUTO VALUE YPSILANTI	154.14
09/01/2015	AP	169532	0777	BANDIT INDUSTRIES	233.97
09/01/2015	AP	169533	6397	BARR ENGINEERING COMPANY	625.50
09/01/2015	AP	169534	0007	BECKETT & RAEDER	525.08
09/01/2015	AP	169535	1106	BREWER'S INC.	446.88
09/01/2015	AP	169536	3460	CDW GOVERNMENT INC	14,991.90
09/01/2015	AP	169537	0870	CHARTER TOWNSHIP OF SUPERIOR	43.67
09/01/2015	AP	169538	2276	CINCINNATI TIME SYSTEMS	778.85
09/01/2015	AP	169539	15452	COLD CUT KRUISE	46.80
09/01/2015	AP	169540	0502	CONGDON'S	394.68
09/01/2015	AP	169541	DAN'S	DAN'S ELECTRIC CORP	37.50
09/01/2015	AP	169542	6827	DEBORAH AUE	42.28
09/01/2015	AP	169543	DRC	DISPUTE RESOLUTION CENTER	1,250.00
09/01/2015	AP	169544	2898	EMERGENT HEALTH PARTNERS	5,956.15
09/01/2015	AP	169545	E. BLAIR	EUGENE BLAIR	112.00
09/01/2015	AP	169546	1200	FEDERAL EXPRESS CORPORATION	151.25
09/01/2015	AP	169547	15034	FONDRIEST ENVIRONMENTAL, INC	950.00
09/01/2015	AP	169548	15897	GARY STAFFORD	30.00
09/01/2015	AP	169549	1233	GORDON FOOD SERVICE INC.	803.41
09/01/2015	AP	169550	0107	GRAINGER	241.25
09/01/2015	AP	169551	G. CRUMP	GREGORY CRUMP	30.00
09/01/2015	AP	169552	6414	GRIFFIN PEST SOLUTIONS	90.00
09/01/2015	AP	169553	16170	HEIKK'S DECORATED APPAREL	294.00
09/01/2015	AP	169554	0503	HOME DEPOT	261.67
09/01/2015	AP	169555	HNV	HOME OF NEW VISION	1,473.00
09/01/2015	AP	169556	0500	HORNUNG'S	47.95
09/01/2015	AP	169557	J JOHNSON	JOSEPH JOHNSON	200.00
09/01/2015	AP	169558	5731	JOSEPH LAWSON	296.41
09/01/2015	AP	169559	K. MONTRES	KEITH MONTRESOR	1,120.00
09/01/2015	AP	169560	LLS	LANGUAGE LINE SERVICES	22.16
09/01/2015	AP	169561	LCI	LEO'S CONEY ISLAND	62.50
09/01/2015	AP	169562	LIGHT UP	LIGHT UP DISTRIBUTION, INC	24.10
09/01/2015	AP	169563	0191	LIGHTING SUPPLY COMPANY	60.03
09/01/2015	AP	169564	6550	LOOKING GOOD LAWNS	422.00
09/01/2015	AP	169565	6467	LOWE'S	59.49
09/01/2015	AP	169566	0150	MARK HAMILTON	1,500.00
09/01/2015	AP	169567	0253	MCLAIN AND WINTERS	9,775.00
09/01/2015	AP	169568	15423	MESSENGER PRINTING	1,664.50
09/01/2015	AP	169569	M. BODARY	MICHAEL BODARY	180.00
09/01/2015	AP	169570	16165	MICHIGAN ABILITY PARTNERS	2,058.20
09/01/2015	AP	169571	1485	MICHIGAN CAT	543.13
09/01/2015	AP	169572	16461	MICHIGAN LINEN SERVICE, INC.	1,063.47
09/01/2015	AP	169573	16407	MILIVE MEDIA GROUP	341.06
09/01/2015	AP	169574	2906	NAPA AUTO PARTS*	124.40
09/01/2015	AP	169575	1937	OFFICE DEPOT	406.66
09/01/2015	AP	169576	2997	OFFICE EXPRESS	144.32
09/01/2015	AP	169577	0309	ORCHARD, HILTZ & MCCLIMENT INC	20,201.00
09/01/2015	AP	169578	0147	OSCAR W. LARSON CO.	386.76
09/01/2015	AP	169579	0913	PARKWAY SERVICES, INC.	190.00
09/01/2015	AP	169580	PEPSI	PEPSI BEVERAGES COMPANY	805.56
09/01/2015	AP	169581	P. POWER	PETER POWER	1,225.00
09/01/2015	AP	169582	15029	PIRTEK	492.62
09/01/2015	AP	169583	0722	PRINTING SYSTEMS	402.25
09/01/2015	AP	169584	16395	RESIDEX TURFGRASS ***	3,657.08
09/01/2015	AP	169585	15306	RICOH USA, INC.	7,010.91
09/01/2015	AP	169586	6306	RKA PETROLEUM	6,216.33
09/01/2015	AP	169587	0383	SHERWIN WILLIAMS COMPANY	277.20
09/01/2015	AP	169588	0395	SHRADER TIRE & OIL	206.62
09/01/2015	AP	169589	15751	SOUTHERN COMPUTER WAREHOUSE	8,823.50
09/01/2015	AP	169590	1507	SPARTAN DISTRIBUTORS	391.80
09/01/2015	AP	169591	STANTEC	STANTEC	310.75
09/01/2015	AP	169592	0449	SYSCO FOOD SERVICES OF DETROIT	225.96
09/01/2015	AP	169593	TERMINIX	TERMINIX PROCESSING CENTER	50.00
09/01/2015	AP	169594	15707	THOMAS REUTERS	247.00
09/01/2015	AP	169595	15941	TODD BARBER	4,725.00
09/01/2015	AP	169596	2 JERKS	TWO JERKS RECORDS AND DJ SERVICES	100.00
09/01/2015	AP	169597	0103	VICTOR CHEVRETTE	1,290.00
09/01/2015	AP	169598	6627	VICTORY LANE	121.40
09/01/2015	AP	169599	16302	W.J. O'NEIL COMPANY	359.00
09/01/2015	AP	169600	6171	WASHTENAW COUNTY HAZMAT AUTHORITY	1,000.00
09/01/2015	AP	169601	16425	WASHTENAW COUNTY LEGAL NEWS	110.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/01/2015	AP	169602	0444	WASHTENAW COUNTY TREASURER#	28,594.50
09/01/2015	AP	169603	4263	WOLVERINE FREIGHTLINER	972.67
09/01/2015	AP	169604	7054	YCUA	124.12
09/01/2015	AP	169605	0480	YPSILANTI COMMUNITY	4,507.22
09/01/2015	AP	169606	6417	YPSILANTI TOWNSHIP PETTY CASH	233.20

AP TOTALS:

Total of 83 Checks:	359,969.25
Less 0 Void Checks:	0.00
Total of 83 Disbursements:	<u>359,969.25</u>

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

SEPTEMBER 15, 2015 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$ 263,283.63
HAND CHECKS -	<u>\$ 269,291.73</u>
GRAND TOTAL -	\$ 532,575.36

Choice Health Care Deductible – AUGUST 2015

ACH EFT -	\$30,854.79
ADMIN FEE -	\$ 1,177.50 (JULY)

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
08/24/2015	AP	169607	5049	BLUE CROSS BLUE SHIELD OF MI	130,309.77
08/24/2015	AP	169608	BCBS	BLUE CROSS BLUE SHIELD OF MI	33,095.17
08/24/2015	AP	169609	2002	DELTA DENTAL PLAN OF MICHIGAN	13,562.15
08/24/2015	AP	169610	6263	STANDARD INSURANCE COMPANY	4,262.23
08/24/2015	AP	169611	VSP	VISION SERVICE PLAN	2,436.48
08/26/2015	AP	169612	6215	UNITED STATES POSTMASTER	654.25
08/31/2015	AP	169613	16509	CLEAR RATE COMMUNICATIONS, INC	1,089.46
08/31/2015	AP	169614	COMCAST B	COMCAST BUSINESS	625.00
08/31/2015	AP	169615	0363	COMCAST CABLE	92.85
08/31/2015	AP	169616	0363	COMCAST CABLE	214.90
08/31/2015	AP	169617	0119	DTE ENERGY**	72,367.24
08/31/2015	AP	169618	16404	WELLS FARGO FINANCIAL LEASING	8,308.79
09/01/2015	AP	169619	0480	YPSILANTI COMMUNITY	518.44
09/01/2015	AP	169620	A.TAHMASBI	ABRAHIM TAHMASBI	1,105.00
09/01/2015	AP	169621	2188	STATE OF MICHIGAN***	450.00

Hand Checks

AP TOTALS:

Total of 15 Checks:	269,291.73
Less 0 Void Checks:	0.00
Total of 15 Disbursements:	269,291.73

User: mharris

CHECK NUMBERS 169622 - 169700

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
09/15/2015	AP	169622	2937	A & R TOTAL CONSTRUCTION, INC.	407.40
09/15/2015	AP	169623	0001	A.F. SMITH ELECTRIC	602.74
09/15/2015	AP	169624	15493	ADAM KURTINAITIS	1,155.00
09/15/2015	AP	169625	0036	AMWAY GRAND PLAZA HOTEL	307.38
09/15/2015	AP	169626	1464	ANN ARBOR AREA TRANSPORTATION AUTH.	406.00
09/15/2015	AP	169627	0017	ANN ARBOR CLEANING SUPPLY	422.24
09/15/2015	AP	169628	0215	AUTO VALUE YPSILANTI	240.03
09/15/2015	AP	169629	BADER	BADER & SONS CO.	180.24
09/15/2015	AP	169630	0777	BANDIT INDUSTRIES	1,433.35
09/15/2015	AP	169631	BLUE MAJ	BLUE MAJESTIC LLC	6,000.00
09/15/2015	AP	169632	0354	BSN SPORTS	15.45
09/15/2015	AP	169633	CTA	CAMBELL TITLE AGENCY OF MICHIGAN	1,825.00
09/15/2015	AP	169634	15452	COLD CUT KRUISE	54.60
09/15/2015	AP	169635	0102	COLMAN-WOLF SANITARY SUPPLY CO	154.30
09/15/2015	AP	169636	1312	COMPLETE BATTERY SOURCE	103.44
09/15/2015	AP	169637	0582	CONGDON'S	60.50
09/15/2015	AP	169638	4535	EMPCO, INC.	1,990.50
09/15/2015	AP	169639	EPOCH	EPOCH EYEWEAR	96.00
09/15/2015	AP	169640	16060	ERIC COPELAND	601.54
09/15/2015	AP	169641	15897	GARY STAFFORD	30.00
09/15/2015	AP	169642	G. BUCK	GERALD BUCK	7.00
09/15/2015	AP	169643	1233	GORDON FOOD SERVICE INC.	506.84
09/15/2015	AP	169644	6071	GOVERNMENT FINANCE OFFICERS ASSOC.	305.00
09/15/2015	AP	169645	0107	GRAINGER	633.27
09/15/2015	AP	169646	G.CRUMP	GREGORY CRUMP	30.00
09/15/2015	AP	169647	0503	HOME DEPOT	379.03
09/15/2015	AP	169648	4467	JOHN DEERE LANDSCAPES	220.01
09/15/2015	AP	169649	16408	JTW PIPES LLC	573.00
09/15/2015	AP	169650	6280	KAREN LOVEJOY ROE	75.68
09/15/2015	AP	169651	K. MONTRES	KEITH MONTRESOR	1,155.00
09/15/2015	AP	169652	LCI	LEO'S CONEY ISLAND	150.00
09/15/2015	AP	169653	0191	LIGHTING SUPPLY COMPANY	64.95
09/15/2015	AP	169654	6550	LOOKING GOOD LAWNS	14,624.00
09/15/2015	AP	169655	6467	LOWE'S	103.37
09/15/2015	AP	169656	11330	LSL PLANNING INC	1,122.50
09/15/2015	AP	169657	0158	MARK HAMILTON	1,500.00
09/15/2015	AP	169658	0253	MCLAIN AND WINTERS	99,549.94
09/15/2015	AP	169659	1057	MERS	350.00
09/15/2015	AP	169660	4951	MICHAEL SARANEN	63.59
09/15/2015	AP	169661	16461	MICHIGAN LINEN SERVICE, INC.	487.85
09/15/2015	AP	169662	MCR, LLC	MODERN COURT REPORTING, LLC	170.00
09/15/2015	AP	169663	ROSS-WMS	MONICA ROSS-WILLIAMS	46.00
09/15/2015	AP	169664	2986	NAPA AUTO PARTS*	228.39
09/15/2015	AP	169665	2997	OFFICE EXPRESS	352.55
09/15/2015	AP	169666	0309	ORCHARD, HILTZ & MCCLIMENT INC	12,650.25
09/15/2015	AP	169667	0501	PARK ATHLETIC SUPPLY	89.00
09/15/2015	AP	169668	0913	PARKWAY SERVICES, INC.	405.00
09/15/2015	AP	169669	P. POWER	PETER POWER	1,540.00
09/15/2015	AP	169670	0319	PITNEY BOWES INC.**^	169.99
09/15/2015	AP	169671	0722	PRINTING SYSTEMS	39.34
09/15/2015	AP	169672	Q-STAR	Q-STAR TECHNOLOGY, LLC	7,080.00
09/15/2015	AP	169673	6045	Q.P.S PRINTING	947.61
09/15/2015	AP	169674	16395	RESIDEX TURFGRASS ***	2,610.20
09/15/2015	AP	169675	6308	RKA PETROLEUM	5,494.42
09/15/2015	AP	169676	7160	ROBERT D. KIME, INC.	1,955.00
09/15/2015	AP	169677	SERVERSUPP	SERVER SUPPLY INC	3,660.00
09/15/2015	AP	169678	0303	SHERWIN WILLIAMS COMPANY	157.98
09/15/2015	AP	169679	SINCLAIR	SINCLAIR RECREATION	660.00
09/15/2015	AP	169680	15751	SOUTHERN COMPUTER WAREHOUSE	192.99
09/15/2015	AP	169681	1507	SPARTAN DISTRIBUTORS	248.72
09/15/2015	AP	169682	1338	STADIUM TROPHY	03.28
09/15/2015	AP	169683	6384	STAPLES* - ACCOUNT #1026071	15.64
09/15/2015	AP	169684	1227	TARGET INFORMATION	117.32
09/15/2015	AP	169685	6824	THD AT- HOME SERVICES	67.00
09/15/2015	AP	169686	15941	TODD BARBER	7,325.00
09/15/2015	AP	169687	3082	UNIVERSITY TRANSLATORS	243.25
09/15/2015	AP	169688	15792	V & J CEMENT	2,540.00
09/15/2015	AP	169689	6627	VICTORY LANE	89.73
09/15/2015	AP	169690	6028	WASHTENAW AREA TRANSPORTATION STUDY	4,097.00
09/15/2015	AP	169691	0305	WASHTENAW ASSESSORS ASSOC.	67.00
09/15/2015	AP	169692	16425	WASHTENAW COUNTY LEGAL NEWS	380.00
09/15/2015	AP	169693	0163	WASHTENAW COUNTY ROAD COMMISSION	62,317.10
09/15/2015	AP	169694	WASHTENAW	WASHTENAW URGENT CARE	100.00
09/15/2015	AP	169695	16368	WEINGARTZ	101.53
09/15/2015	AP	169696	4263	WOLVERINE FREIGHTLINER	1,237.57
09/15/2015	AP	169697	0480	YPSILANTI COMMUNITY	5,133.07
09/15/2015	AP	169698	9460	YPSILANTI TWP. RECEIVING	1,955.00
09/15/2015	AP	169699	YPSIPRINT	YPSIPRINT	149.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/15/2015	AP	169700	0494	ZEE MEDICAL SERVICE COMPANY	<u>300.96</u>

AP TOTALS:

Total of 79 Checks:	263,283.63
Less 0 Void Checks:	<u>0.00</u>
Total of 79 Disbursements:	263,283.63

SUPERVISOR REPORT

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

In Appreciation of Deputy L'Shane Bynum

On August 28, 2015 Washtenaw County Sheriff's Deputy L'Shane Bynum was dispatched to the 2500 block of International Drive for a reported heroin overdose. The frantic caller had found the victim in the bathroom not breathing and was hysterical as he reported to the dispatcher that his brother was probably dead.

Deputy Bynum, who was just around the corner fueling his patrol car, quickly arrived on the scene and located a faint pulse on the 26-year-old victim who didn't appear to be breathing. After finding a faint pulse and considering the reported history of drug abuse, Deputy Bynum quickly acted as he was trained to do. Deputy Bynum administered one dose of Nasal Naloxone in each nostril and, within a minute, the victim began to breathe and cough. Deputy Bynum said, "His eyes just opened really wide." The victim's younger brother broke into tears and repeatedly thanked Deputy Bynum on behalf of himself and his brother's unborn child soon on the way. Deputy Bynum continued to render aid until medical personnel arrived on the scene and transported the victim to the hospital.

Deputy Bynum has responded to eight (8) to ten (10) overdoses during his two years on the job and has said, "It's sad to see a loved one standing there saying, why aren't you doing anything?" Deputy Bynum has expressed gratitude that he now has a "tool to help, to actually save an individual's life."

In his personal life Deputy Bynum has always been a leader, whether it was captain of the football team, basketball team or track team. The Ypsilanti Township community is excited and encouraged to witness Deputy Bynum's leadership carry forward in his law enforcement career as he serves our community with dedication and compassion.

On behalf of the citizens of the Charter Township of Ypsilanti, the Board of Trustees hereby award this Proclamation of Appreciation to Deputy L'Shane Bynum for his decisive action to save a human life.

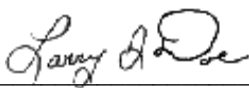
Dated and signed this 15th day of September, 2015.



Brenda L. Stumbo, Supervisor



Karen Lovejoy Roe, Clerk



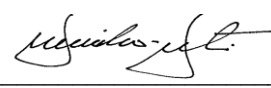
Larry J. Doe, Treasurer



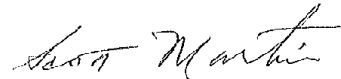
Jean Hall Currie, Trustee



Stan Eldridge, Trustee



Mike Martin, Trustee



Scott Martin, Trustee

CLERK REPORT SEPTEMBER, 2015

Submitted by Karen Lovejoy Roe, Clerk

- **HOMEFRONT VICTORY CELEBRATION**-On Saturday, August 15, 2015 Ypsilanti Township hosted the 1st annual Homefront Victory Celebration Parade and events to celebrate the end of World War II and to honor our WWII veterans. The parade began at Holmes Elementary School and ended at the Ypsilanti Township Community Center on Clark Rd. Treasurer Larry Doe organized the parade. The parade route was well attended and the parade was very special. It was clearly a vintage parade with many WWII jeeps and many Model T's on display. The Lincoln Band participated along with a group of Rosie the Riveters. The parade was followed by several events at the Community Center. John Dingell, WWII Veteran and Congressman was the parade marshal and also spoke after the parade. The Ypsilanti Community Choir started the after parade events off with the National Anthem and closed the event with singing God Bless America. One of the original Rosie the Riveters, Vivian, spoke at the event and her portrait by our very own, Township Artist and employee, Tina Hotchiss, was unveiled, and the Ypsilanti Township 50-and-Beyond Dancers performed to Boogey Woogey Bugle Boy. Art by local artisans was displayed on the Green Oaks Golf Course. "Rosie the Riveter at Home: Life on the Homefront in Ypsilanti enactment was a part of the day along with a raffle for a king size commemorative quilt. Finally the day was concluded with a Vintage baseball game with the "Detroiters".
- **MEETING WITH CONGRESSWOMAN DINGELL AND STAFF**-Elected officials, township attorney and staff met with Congresswoman Dingell on Thursday, August 6, 2015 to discuss ways she could assist the township in identifying the number of vacant properties that are owned by government backed financial agencies in Ypsilanti Township. A list of properties owned by Fanny Mae, Fanny Mac and other such agencies would greatly help the township's efforts to stabilize neighborhoods. Such agencies need to register the vacant properties and make plans to bring the properties into compliance so that homeowners can purchase and live in the homes. Congresswoman Dingell assured the meeting attendees that she would do everything she could to help Ypsilanti Township with this need.
- **TYLER DAM PROJECT ALTERNATIVES MEETING**-On Friday, August 7, 2015 elected officials and staff met to discuss alternatives to the Tyler Dam project in view of the recent bids that were extremely high for the initial alternative to repair the dam. Discussion took place and it was agreed there was a need to work with the bidders to discover why the project bids came in at extremely high numbers over the projected estimates for the project. YCUA staff also attended the meeting and all agreed to gather more information about the bids and the project and to reconvene at a later date.
- **REIMAGINE WASHTENAW MEETING**-On Wednesday, August 12, 2015 Clerk Lovejoy Roe attended the Reimagine Washtenaw meeting. General updates were provided regarding the mid-block crossing around Oakwood in Ypsilanti, the Super Stop that is planned for across from Arborland and the sidewalk infill

projects in Pittsfield and Ypsilanti Townships. The 2 year workplan was reviewed. An infographic that was designed by Washtenaw County utilizing the Golfside/Washtenaw Target Market Analysis information from the 2014 study and charrettes was distributed. It was reported that the Corridor Improvement Study was now adopted by all the municipalities along the Washtenaw corridor. The next step is to send the Study to MDOT for their review and support. It was agreed that all projects along the corridor would be sent to Reimagine staff to share with all others for input and comments.

- **VAN BUREN SCHOOLS ELECTION-NOVEMBER 3, 2015**-Van Buren Schools is having a bond renewal election on November 3, 2015. This election impacts the two Van Buren Schools precincts in Ypsilanti Township. Ypsilanti Township will be handling the election for these two precincts at Rawsonville School.
- **AMTRAK STATION IN YPSILANTI**-All the area elected officials, including Congresswoman Dingell, MDOT staff, AMTRAK consultants attended a meeting on Tuesday, August 18, 2015 hosted by State Representative David Rutledge to discuss the process for obtaining a platform station stop for Amtrak in Ypsilanti Depot Town. The support for the stop was enthusiastic. The City of Ypsilanti has the funding secured for developing the platform. MDOT approval is needed to move forward and that is the next step to be taken.
- **URBAN COUNTY EXECUTIVE COMMITTEE MEETING**- Clerk Lovejoy Roe attended the Urban County Executive Committee Meeting at the LRC building on Tuesday, August 25, 2015. A presentation on ZERO 2016 was made by county staff. Zero 2016 is an effort to end homelessness by 2016. Discussion occurred regarding a need for volunteers for the financial review committee to assist the agencies that wish to be a part of providing services in the county with their financial plans. There was an update on the Affirmatively Furthering Fair Housing rule. This new rule will require a lot of work by county staff to present plans that meet the standard and goals of having housing equally distributed throughout all economic areas. The goal is to curb the current poverty housing patterns and policy that are resulting in racial and economic concentrations to more fairly distribute federally assisted housing throughout Washtenaw County.
- **MDEQ/RACER STORMWATER AND GROUNDWATER MEETING**-Elected officials, representatives from MDEQ, RACER, Dr. Joh Kang, consultants, YCUA and Spark East met on Thursday, August 27, 2015. The meeting was scheduled to discuss alternatives to handling the storm and ground water at the former GM Willow Run Powertrain site. There was a lot of discussion regarding the risks and benefits to possible solutions for handling the storm and ground water. The focus was finding a solution that was most economical and safe, that would allow redevelopment to occur quickly in order to encourage economic development.

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) made the ____ day of September, 2015, between **Joseph Kissella Jr.**, a married man, whose address is 10365 Bemis Road (hereinafter “**Purchaser**”), and the **Charter Township of Ypsilanti**, a Michigan charter township, whose administrative offices are located at 7200 S. Huron River Drive, Ypsilanti, MI 48197 (hereinafter “**Seller**”).

WITNESSETH:

Whereas, Seller owns a vacant parcel of land located in the Charter Township of Ypsilanti, Washtenaw County, State of Michigan, which parcel is identified as follows:

5871 S. Mohawk Avenue, Ypsilanti, Michigan, said legal description being Lot 50, Spruce Falls, tax ID number K-11-22-480-050; and

Whereas, Purchaser is interested in acquiring the aforementioned parcel owned by **Seller**, which parcel is located at 5871 S. Mohawk Ave., Ypsilanti, MI, (hereinafter “**Property**”).

It is hereby agreed as follows:

1. **Description of the Property.**

Both the ***Seller*** and the ***Purchaser*** agree that the legal description of the ***Property*** which is Lot 50, Spruce Falls was previously verified by Ypsilanti Township Residential Appraiser Dawn L. Scheitz, MAAO, on ***April 27, 2015***. This Valuation Report prepared by Residential Appraiser Scheitz provides both ***Seller*** and ***Purchaser*** with a definitive legal description and acreage content.

2. **Purchase Price.**

The Purchase Price for the ***Property*** shall be ***Five Hundred Dollars***, payable by certified or cashier's check at the closing, subject to the provisions of paragraph 7.

3. **Conveyance.**

At the closing, the ***Seller*** agrees to convey good and marketable title to the ***Property*** to the ***Purchaser*** by a warranty deed, free and clear of all liens and encumbrances, but subject to easements and restrictions of record and rights of way of record including all restrictions as set forth in Paragraph 13.

4. **Title Commitment and Title Insurance.**

The ***Seller*** shall deliver to the ***Purchaser*** a title insurance commitment issued by ***Campbell Title Agency***, 1894 Whittaker Rd, Ypsilanti, MI 48197, certified to the ***Purchaser***, within ***ten (10)*** days after the signing of the ***Purchase Agreement*** to be followed with a final title insurance policy to be issued after closing. The cost of the title insurance commitment and the title insurance policy shall be paid by the ***Purchaser***.

5. **Title Objections.**

Once ***Purchaser*** has received the title insurance commitment from ***Campbell Title Agency*** the ***Purchaser*** shall have ***seven (7)*** days to review the title shown by the commitment. If the title is not satisfactory, the ***Purchaser*** must give the ***Seller*** written notice of the deficiencies in title that must be corrected. The ***Seller*** shall then have ***seven (7)*** days to cure the defects and have the commitment reissued in a form that meets the requirements of the ***Purchaser's*** written notice. If the defects cannot be corrected by that date, the ***Purchaser*** may either waive the defects or terminate this ***Agreement***, and have its Deposit refunded upon five (5) days written notice of this election. The ***Purchaser*** shall pay the entire costs of the title insurance premium at the time of closing.

6. **Due Diligence/Contingencies.**

Closing shall be contingent upon the occurrence of the following:

- A. **Purchaser's** satisfaction with the title insurance commitment.
- B. Once **Purchaser** timely notifies **Seller** that it elects to close as herein required, the earnest money deposit shall be nonrefundable and shall be applied as a credit on the **Purchase Price** at closing. See Paragraph 7.
- C. Once **Purchaser** notifies **Seller** that it elects to close as herein required, by so doing **Purchaser** thereby affirms that it has thoroughly inspected the physical condition of the **Property**. Furthermore, by so doing **Purchaser** acknowledges that it is satisfied with and that the **Seller** has made no representations or warranties with respect to the **Property**, and that the **Purchaser** takes the **Property** at closing in "**as is**" condition.

7. **Earnest Money Deposit and Termination.**

Simultaneously with the execution of this **Agreement**, **Purchaser** has deposited with **Seller** the sum of **\$500** as a good faith deposit. Said deposit shall be deposited with the offices of the Ypsilanti Township Treasurer and deposited into an FDIC institution and shall be applied to the **Purchase Price** at closing. In the event **Purchaser**, after its election to close, fails to

consummate the transaction contemplated hereby through no fault of ***Seller***, the deposit shall be forfeited to ***Seller*** as liquidated damages. Any and all sums deposited hereunder shall be applied or refunded as provided herein. If the ***Seller*** refuses or fails to close, ***Purchaser***, at its option, may elect to have as its sole and exclusive remedy either specific performance of this ***Purchase Agreement*** or have the deposit refunded to it in termination of this ***Purchase Agreement***.

8. **Taxes and Assessments.**

The ***Purchaser*** shall pay all special assessments on the ***Property*** that are assessed on or before the effective date of this ***Agreement***. The ***Purchaser*** shall pay all assessments that arise after the effective date of this ***Agreement***. Michigan real estate taxes on the ***Property*** shall be prorated to the date of closing, according to due dates, under the assumptions that taxes are paid in advance. ***Purchaser*** shall pay for all state and local transfer taxes.

9. **Closing.**

The closing shall take place within ***thirty*** (30) days from the date ***Purchaser*** notifies ***Seller*** of its election to close as provided in Paragraph 6C or as otherwise agreed to by the parties, but in any event, said closing shall be held prior to ***October 1, 2015*** unless agreed to by the parties. The

closing shall be held at *Campbell Title Agency*. The *Seller* shall be responsible for preparing the documents for the closing. The documents shall be delivered to the *Purchaser* for review at least **three (3)** days before the closing. At the closing, the *Seller* shall sign and deliver the warranty deed for the *Property* to the *Purchaser* as herein described subject to the Restrictions set forth in Paragraph 13. The *Purchaser* shall pay the real estate transfer taxes. The *Purchaser* shall pay for the recording fees and prepare and file all recording and transfer affidavits. Both the *Seller* and *Purchaser* shall sign a closing statement memorializing the transaction.

10. *Real Estate Brokers, Third Party Claims and Attorneys Fees.*

Purchaser represents and warrants that there are no claims or amounts due for any brokerage or salesman commissions or fees or for any finders' fees in connection with the transaction set forth in this *Purchase Agreement*. *Seller* likewise represents and warrants that there are no third party claims or amounts due for any brokerage or salesman commissions or fees or for any finders fees in connection with the transaction set forth, in this Purchase Agreement unless otherwise agreed to specifically between *Seller* and any broker. Each party further agrees to indemnify and hold and save the other party harmless from any claims or demands for commissions by persons claiming by or through such other party in connection with the transactions set forth in this *Purchase Agreement*. These representations

and warranties shall survive the closing. The **Purchaser** shall be responsible for his own attorney fees and furthermore the **Purchaser** shall be responsible for the attorney fees incurred by the Township for the handling of this transaction which shall be remitted in the form of a cashier's check made payable to the "**Charter Township of Ypsilanti**" at the time said closing is held at the Offices of Campbell Title Agency whose address is 1894 Whittaker Rd, Ypsilanti, MI 48197. The estimated amount of attorney fees that will be reimbursed to the **Seller** by the **Purchaser** is \$1,120.00 which is the same hourly rate that is currently paid by the Township to legal counsel for legal services.

11. **Notices.**

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

- A. When personally delivered with written acknowledgement of receipt; or
- B. One business day following the date it is deposited with an expedited mail service company for delivery on the next business day; or
- C. By facsimile transmission; or

D. Two business days after the date when deposited in the United States Mail, certified, return receipt requested, postage prepaid; addressed as follows:

If to Seller: Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197
Attention: Clerk Karen Lovejoy Roe

If to Purchaser: Joseph Kissella Jr.
10365 Bemis Road
Ypsilanti, MI 41897

With a copy to Counsel for Seller: Wm. Douglas Winters
McLain & Winters
61 North Huron St.
Ypsilanti, MI 48197
fax – 734-481-8909
mcwinlaw@gmail.com

12. **Possession.**

The ***Seller*** shall deliver possession of the ***Property*** to ***Purchaser*** at the time of closing.

13. **Restrictions to Deed.**

Purchaser agrees that the deed conveyed by ***Seller*** shall be restricted in the following manner:

- a. Said property can only be utilized for the construction of a single family residential structure and an accessory building

in accordance with the Township's Zoning Ordinance for R-4 Single Family Use.

- b. If a residential structure is built on the subject property, it shall not be purchased for the purpose of leasing the home to any person without the express written approval of the Ypsilanti Township Board of Trustees.
- c. In the event a single family residential structure is constructed and is occupied by anyone who is not a homeowner, to the extent permitted by federal, state and local law including the ordinances adopted and enforced by the Township, the rental of any residential structure constructed at 5871 Mohawk Avenue shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

14. *Purchaser's Obligation to Install a Sidewalk.*

Purchaser shall within sixty days of the closing construct a sidewalk in accordance with all Township specifications and requirements that shall traverse across the Property and shall connect with the existing sidewalk north of the property which is Lot 49 and whose tax parcel ID number is K-11-22-480-049 as well as the existing sidewalk south of the property which is Lot 51 and whose tax parcel ID number is K-11-22-480-051. This

requirement of the Purchaser to connect the sidewalk as set forth in this paragraph shall survive the closing and shall be enforceable by the Seller in a court of competent jurisdiction with all costs and actual attorney fees that are incurred to enforce this provision shall be paid by the Purchaser to Seller as determined by the Court.

15. **Entire Agreement.**

This ***Purchase Agreement*** constitutes the entire agreement of the parties and all prior or contemporaneous oral or written agreements, understandings, representations and statements are merged into this ***Purchase Agreement***. Neither this ***Purchase Agreement*** nor any provision hereon may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement is sought and then only to the extent set forth in such instrument.

16. **Governing Law.**

This ***Purchase Agreement*** shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

17. **Further Assurances.**

Each party shall do, execute, acknowledge and deliver all such further acts, instruments and assurances and take all such further action before or after the closing as shall be necessary or desirable to fully carry out this ***Purchase Agreement*** and to fully consummate and effect the transactions contemplated hereby.

18. **No Third Party Benefits.**

This ***Purchase Agreement*** is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns and no third party is intended to or shall have any rights hereunder.

19. **Time is the Essence.**

Time is of the essence in the performance of this ***Purchase Agreement***.

20. **Interpretation.**

This ***Purchase Agreement*** shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both ***Seller*** and ***Purchaser*** have contributed substantially and materially to the preparation of this ***Purchase Agreement***.

21. **Counterparts.**

This ***Purchase Agreement*** and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

22. **Successor and Assigns.**

This ***Purchase Agreement*** and the covenants, conditions and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, administrators, representatives and assigns.

23. **Captions and Pronouns.**

The section headings of the paragraphs contained herein are for convenience only and do not limit, define or construe the contents of such paragraphs. Whenever a personal pronoun is used in the neuter or gender, it shall be deemed to include masculine and feminine unless the context indicates to the contrary.

24. **Corporate Resolution.**

Simultaneous with the signing of this ***Purchase Agreement***, ***Seller*** shall provide ***Purchaser*** and Campbell Title Agency with a certified

resolution made pursuant to a duly held meeting of the Township Board of Trustees authorizing this transaction and designating the officers empowered to sign all necessary documents.

25. ***Effective Date.***

The date shown on page 1 shall be the effective date of this ***Agreement.***

WITNESSED:

SELLER:

Charter Township of Ypsilanti
Brenda L. Stumbo, Supervisor

Dated: _____

Charter Township of Ypsilanti
Karen Lovejoy Roe, Clerk

Dated: _____

PURCHASER:

Joseph Kissella Jr.

Dated: _____

June 22, 2015

To Whom It May Concern:

I Joseph Kissella Jr. would like to put a competitive bid in for the vacant land located at 5871 S. Mohawk Avenue K-11-22-480-050. Since my property is adjacent at 5853 S. Mohawk Avenue.

I'd like to offer \$ ~~500,00~~ on 5871 S. Mohawk.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Kissella Jr.", with a long horizontal line extending to the right.

Joseph Kissella Jr.
10365 Bemis Road
Willis, MI 48191
734-323-4654



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

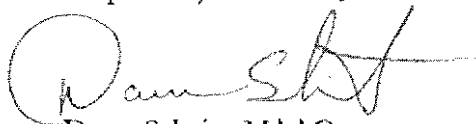
Regarding: K -11-22-480-050
5871 S Mohawk Ave
Ypsilanti, Michigan 48197

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.



NORTH Arrow only, not to scale
 0 50 100
 FEET
 LEGEND
 [Symbol] [Text]
 [Symbol] [Text]
 [Symbol] [Text]

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	BLJE 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

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.

WHEREAS, the Township Board invited a broad area of Township residents to an informational meeting on the proposed rezoning held on Thursday, June 4, 2015.

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 and in the back and hidden areas of the 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 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 ratio (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 and restrictions that would allow single family rentals only under very specific circumstances, which would be included in the planned development agreement, that would prohibit the homes from being rented at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing. Single family home rentals under specific circumstances will only be allowed for three years.
8. The applicant shall agree not to accept any form of government subsidy in lieu of rent for the apartment and/or condominium 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 increase the architectural standards on all homes on 50ft lots on the planned development site plan subject to township board approval at PD Stage II (as outlined in the September 8, 2015 letter to Wm. Douglas Winters, Attorney, from Joe Lawson, Planning Director, see attached exhibit C)
11. The Developer will contain language in the development agreement to assure Nautica Pointe will establish and implement an ongoing maintenance program to ensure the proposed multi housing units will at all times be in compliance with the Township's Property Maintenance Code.
12. The Developer will move units at the entrance of Nautica Pointe on Tuttlehill Rd. back to provide more open space and landscaping at the boulevard entrance.
13. The Developer agrees to work with the Washtenaw County Road Commission and Ypsilanti Township to separate the roads in Nautica Pointe Apartments from the single family homes.

NOW THEREFORE, BE IT FINALLY 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.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

September 8, 2015

Wm. Douglas Winters
McLain & Winters
61 N. Huron St
Ypsilanti, MI 48197

Re: Majestic Lakes
50-foot lot home standards

Mr. Winters,

As requested during the first reading of the Majestic Lakes Planned Development (PD20) during the July 21, 2015 Board meeting, please find below the recommended exterior standards relating to the proposed residential structures to be constructed on the 50-foot wide lots:

- All homes shall maintain a minimum 5-foot side yard setback in order to maintain the minimum structure separations as required by the adopted Michigan Residential Code.
- There shall be a minimum of 50% face brick or stone on the front façade.
- There shall be a face brick or stone hip wall at least 3-feet above finished grade on the side and rear elevations.
- On the side of the structure where the garage door is located, the exterior wall surface above the garage door shall be treated with the same material as the remainder of the wall adjacent to the door.
- With the exception of the front façade encumbered by an attached garage, the remaining portion of the front façade shall include a covered front porch; at least 6-feet in depth and 2-feet above finished grade.

These recommendations are intended to maintain the “cottage home” type environment of the neighborhood as mentioned by the developer while also maintaining higher quality exterior materials in exchange for the requested 50-foot wide lots.

Should it be helpful, I am happy to discuss any of these recommendations in greater detail in order to assist this project moving forward.

If you should have any questions, please do not hesitate to contact me.

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.

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: September 8, 2015
Re: 2nd Reading of Resolution No. 2015-15, 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.

As the Board may recall, during the July 21, 2015 regular meeting, the Board approved the first reading of Resolution No. 2015-15, 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 with a number of conditions.

Of the conditions noted during the approved motion, the developer was to amend the proposed site plan, particularly the portion relating to the Redwood or Nautica Point portion of the project. The Board requested that the “developer will move units at the entrance of Nautica Pointe on Tuttle Hill Road back to provide more open space and landscaping at the boulevard entrance”.

In relation to this request, please find attached a copy of the proposed amendment to the preliminary site plan. It should also be noted that staff has worked with the developers representatives in order to relocate as many units as possible away from the Tuttle Hill Road frontage. The attached plans show the relocation of 10 units from the Tuttle Hill Road frontage to the interior of the project area. The remaining units were not able to be relocated due to the amount of available interior space while also maintaining the necessary building to building setbacks, setbacks from property lines and setback from natural features. This proposed layout reduces the total number of units fronting on Tuttle Hill Road from 18 units to 8 units. Staff recommends that the landscape plan for this area be appropriately revised in order to provide a visual buffer between the remaining units and Tuttle Hill Road. This plan should be provided and approved prior to the final PD Stage II site plan.

Majestic Lakes –
PD Stage I – Second Reading

The Board also requested that staff provide a list of upgrades to be included within the required development agreement for the homes to be constructed on the proposed 50-foot wide lots.

Please find attached a copy of the recommended development standards forwarded to Attorney Winters in a letter dated September 8, 2015.

These recommended standards were derived from a number of community standards in the region. These standards are focused toward maintaining a “cottage home” neighborhood environment as previously noted by the developer. Staff feels that the use of higher quality materials such as brick or stone along with the addition of front porches will assist in creating a feeling of “community” within the neighborhood and further reinforce the pride in homeownership and community spirit.

Should the Board agree with the proposed site plan revisions for the Nautica Pointe phase of the development in addition to the suggested development standards for the 50-foot single-family lots, staff recommends approval of the 2nd Reading of Resolution No. 2015-15, 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 with the following conditions:

- All homes shall maintain a minimum 5-foot side yard setback in order to maintain the minimum structure separations as required by the adopted Michigan Residential Code.
- There shall be a minimum of 50% face brick or stone on the front façade.
- There shall be a face brick or stone hip wall at least 3-feet above finished grade on the side and rear elevations.
- On the side of the structure where the garage door is located, the exterior wall surface above the garage door shall be treated with the same material as the remainder of the wall adjacent to the door.
- With the exception of the front façade encumbered by an attached garage, the remaining portion of the front façade shall include a covered front porch; at least 6-feet in depth and 2-feet above finished grade.
- Additional landscaping shall be provided along the Tuttle Hill frontage in order to provide a visual buffer between the Nautica Pointe units number 3 & 38 and Tuttle Hill Road.

If you should have any questions relating to any of the suggested items, please feel free to contact me at your convenience.

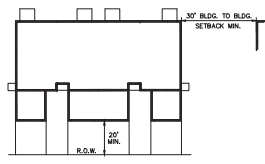
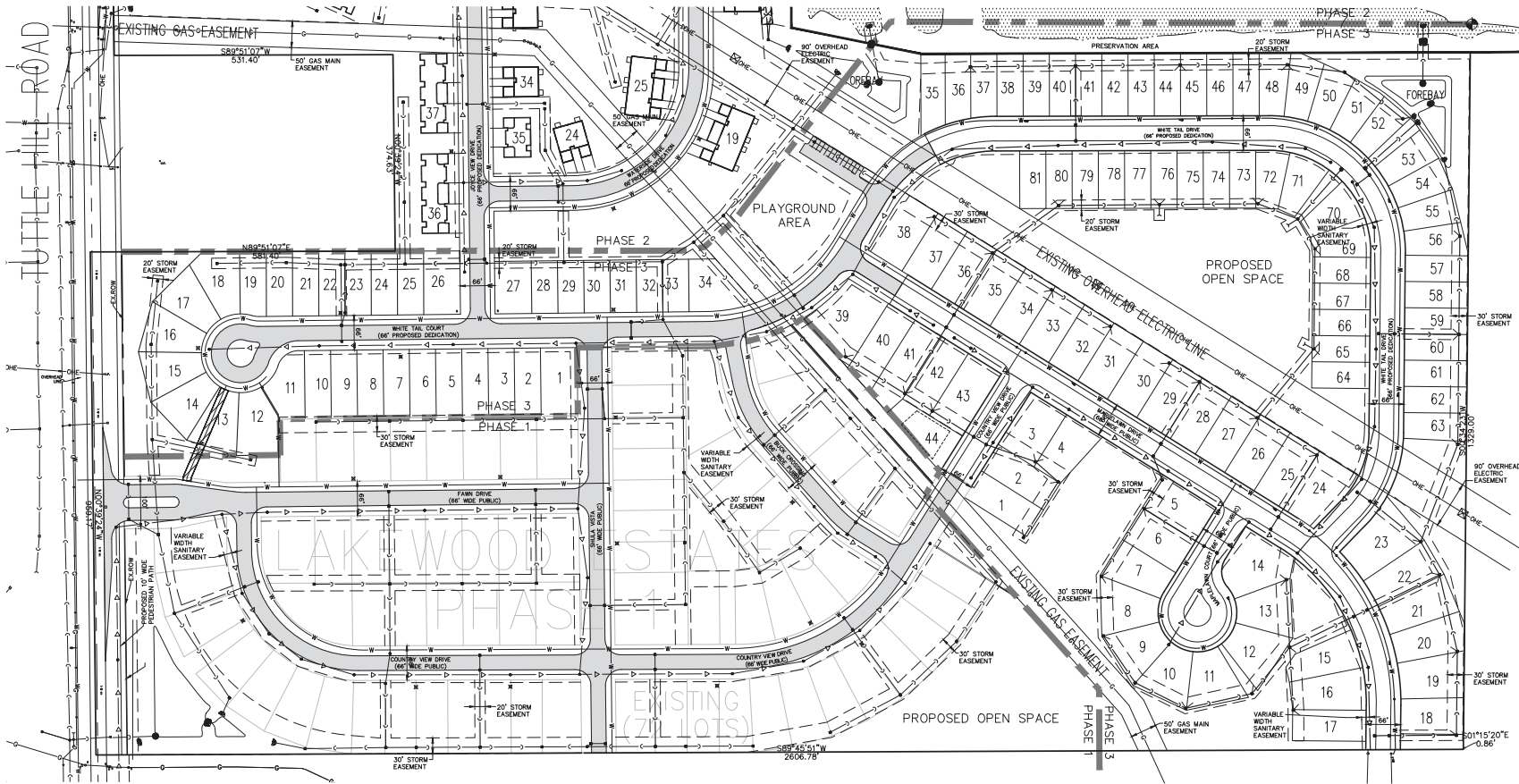
Majestic Lakes – 50-foot Lot Recommendations
September 8, 2015

Sincerely,

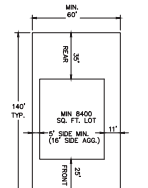
Joe Lawson

Joe Lawson
Planning Director

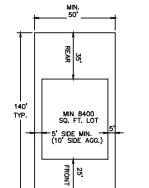
TUTTLE HILL ROAD



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 DATE VALVE & WELL
- PROPOSED DATE 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 60" WIRE
- EXISTING UTILITY POLE
- EXISTING CATV BOX
- EXISTING TELEPHONE BOX
- EXISTING ELECTRICAL BOX
- EXISTING SIGN
- PROPOSED PAVEMENT
- PHASE LINE
- UTILITIES TO BE RELOCATED

Prepared by: **ATWELL**
 140009140-04-LDWG
 45029



SECTION 28
 TOWN 3 SOUTH, RANGE 7 EAST
 YPSILANTI TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN

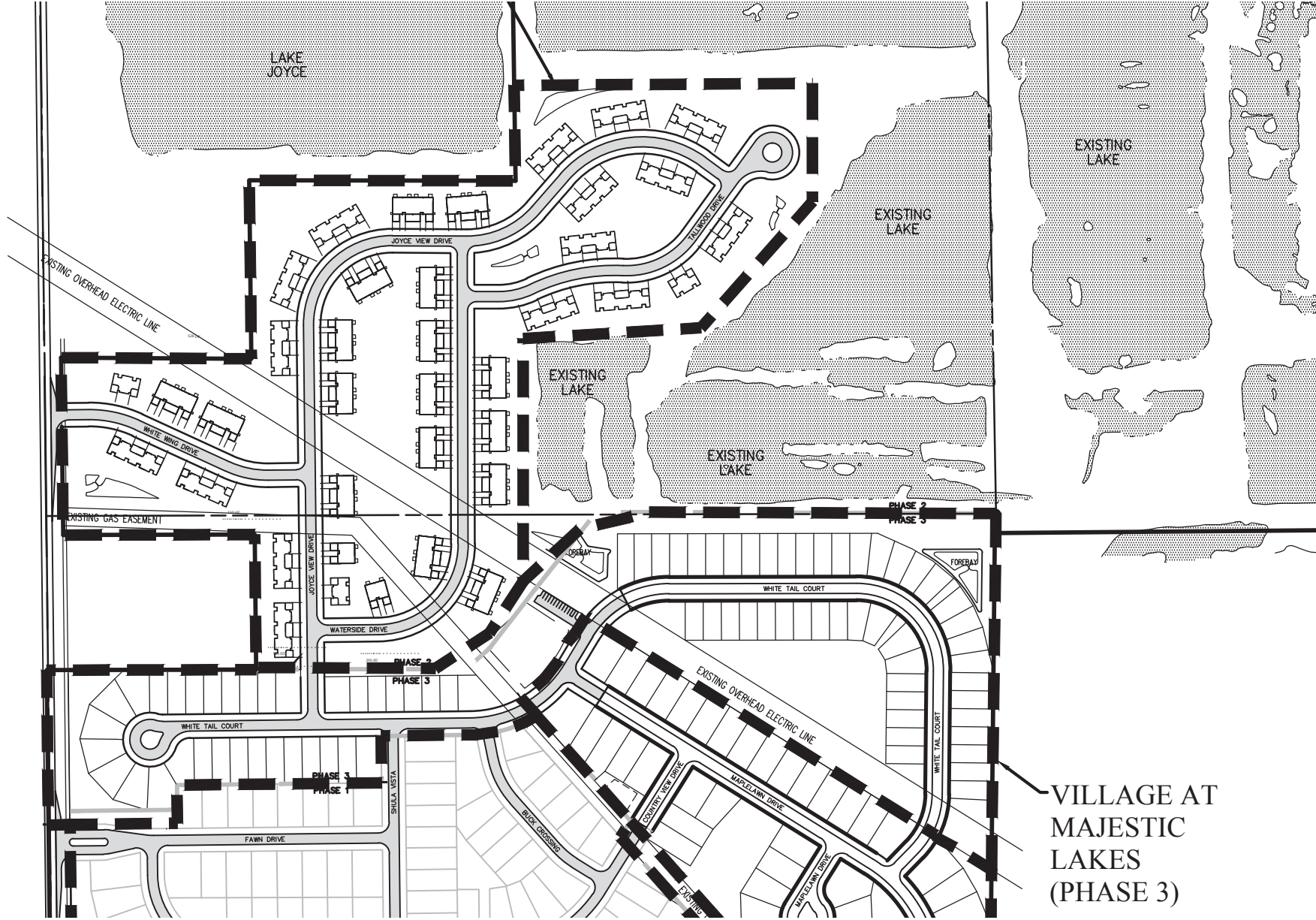
BLUE MAJESTIC, L.L.C.
 MAJESTIC LAKES
 PUD
 LAYOUT PLAN

DATE: 07-11-2014
 28-11-2014 "REVISED" NEW
 11-10-2014 "REVISED"



SCALE: 0 50 100
 1" = 100' FT
 DR. W.H. LARK
 P.M. J. ACKERMAN
 BOOK: ---
 CAD FILE: 140009140-04-LDWG
 JOB: 45029
 FILE CODE: ---
 SHEET NO. PD-04

NOT FOR CONSTRUCTION



VILLAGE AT
MAJESTIC
LAKES
(PHASE 3)

**CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2015 - 451**

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to increase sewage disposal service rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2015, existing sewage disposal service rates shall prevail. For all billings rendered on or after October 1, 2015, charges for sewage disposal services shall be as provided for in Schedule A, for each bimonthly (two-month) period:

Schedule A:

Meter Size (inch)	Allowed Usage Cubic Feet	CAPITAL CHARGE		OM&R		TOTAL	
		Contract Community	All Others	Contract Communities	All Others	Contract Community	All Others
5/8-3/4	600	\$1.33	\$1.33	\$17.75	\$21.97	\$19.08	\$23.30
1	1000	\$2.24	\$2.24	\$29.67	\$37.40	\$31.91	\$39.64
1½	2100	\$4.89	\$4.89	\$60.88	\$76.89	\$65.77	\$81.79
2	4000	\$8.89	\$8.89	\$117.43	\$147.80	\$126.32	\$156.69
3	9000	\$20.01	\$20.01	\$256.28	\$330.71	\$276.29	\$350.72
4	16200	\$36.02	\$36.02	\$488.88	\$596.04	\$524.89	\$632.06
6	36000	\$80.04	\$80.04	\$1,054.06	\$1,326.49	\$1,134.11	\$1,406.53
8	66000	\$146.70	\$146.70	\$1,923.79	\$2,423.04	\$2,070.49	\$2,569.74
10	102000	\$223.38	\$223.38	\$2,977.87	\$3,749.52	\$3,201.26	\$3,972.91
12	150000	\$333.44	\$333.44	\$4,383.30	\$5,518.11	\$4,716.74	\$5,851.54

For all usage in excess of allowed usage, the rate per 100 cubic feet shall be as follows:

	CAPITAL CHARGE	OM&R	TOTAL
Contract Communities	\$0.224	\$1.921	\$2.145
All Others	\$0.224	\$2.025	\$2.249

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. 2015-451 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 18, 2015. The second reading is scheduled to be heard on September 15, 2015.

Karen Lovejoy Roe

 Karen Lovejoy Roe, Clerk
 Charter Township of Ypsilanti



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

August 6, 2015

VIA EMAIL and USPS

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

Re: **YCUA Water and Sewer Rate Changes**

Dear Trustee:

At their regular meeting on August 26, 2015, the YCUA Board of Commissioners will consider a recommendation to the Ypsilanti Township Board of Trustees for a sewer rate increase of 4% for the YCUA Township Division customers effective October 1, 2015. At the same meeting, the YCUA Board will consider a water rate increase of 8% to Township Division customers. Per the Township ordinance authorizing the YCUA Board to increase the water rate up to the increase the Authority receives from DWSD for the purchase of water, no action by the Township Board is required on the water increase. The combined effect of these rate adjustments will be a 6.1% increase in a Township Division customer's bimonthly bill. The DWSD increase of 10.9% was effective July 1, 2015.

The ordinance approving these rate adjustments is included in this correspondence for your consideration. Also included is the document summarizing the budget highlights related to the September 1, 2015 fiscal year budget, which the YCUA Board of Commissioners will also consider at their August 26, 2015 regular meeting. Note that although the Detroit Water and Sewerage Department has increased its rate to YCUA by a 10.9%, we are able to limit the increase in water rates to YCUA customers to 8% due to containment of operating costs.

If you have any questions, please contact me.

Sincerely,

JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks

Enclosures

cc w/encl.: YCUA Board of Commissioners

Ms. Brenda L. Stumbo
Ms. Karen Lovejoy Roe
Ms. Lisa Garrett
Mr. Thomas E. Daniels

cc: Mr. Dwayne Harrigan

Ms. Venita Terry

YCUA

2015-16 Budget Highlights

Water Sales

City Division: The budget projects that water sales in the city will decrease 6.7% compared to 2014/2015 Budget. Adjusted to reflect lower actual flows for the last three years. This will reduce water revenues by \$325,000.

Township Division: The budget projects water sales in the Township to decrease by 3.8% compared to 2015 Budget. Also, adjusted to reflect lower flows over the last few of years. The loss of revenue will also be approximately \$325,000

Sewer Sales

City Division: The budget projects sewer sales from within the city to remain about the same as the current year for the same reason as stated above.

Township Division: The budget projects sewer sales from within the Township to remain about the same as the current year.

Contract Communities (Non-WTUA): We anticipate adjustment of approximately 9% to reflect flows over the last few years (\$315,000). By implementing the new wastewater metering program, wastewater flows are expected to increase 9% or raise wastewater revenue by \$315,000.

Contract Communities (WTUA): Additional flow from WTUA (34%) will generate approximately \$870,000

Operating Expense Changes

Increase of Benefits	\$ 500,000	(Medical \$350,000, Pension \$75,000 and \$75,000 OPEB)
Purchased Water	\$1,300,000	(10.90% DWSD rate increase)
Debt/interest	\$ 300,000	

Cost Effective Measures Taken

Refinanced bonds 2014

Reduced Staff, 5 positions

Employees base wage increase freeze 2013, 2014, 2015, and 2016

Reduced pension multiplier for all employees hired after 9-1-13

Reduced sick and vacation banks for all employees including sick banks no longer reported to MERS

Capital Improvements reduced

Delayed Fleet replacement program since 2010

Overall Summary

Adjustment to water sales (City)	(\$ 325,000)
Adjustment to water sales (Township)	(\$ 325,000)
Adjustment to wastewater sales (contract)	(\$ 315,000)
Wastewater metering program	\$ 315,000
Additional flow from WTUA	\$ 870,000
Increase from DWSD	(\$1,300,000)
Benefits	(\$ 500,000)
Debt/Interest	(\$ 300,000)
Sewer increase (4%)	\$ 500,000
Water Increase (8%)	\$1,400,000
Operating improvements	\$ 80,000
 Overall Change	 \$ 100,000

Township Customers- 6.13% Increase

Minimum Bill (\$53.83)	Increase	\$3.12/bill or \$1.56/mth
Average Bill (\$86.01)	Increase	\$4.99/bill or \$2.50/mth

(Comprised of 8.0% increase water/ 4.0% increase sewer/ 0% change in surcharge)

Other Community Rate 2015-16 comparisons

SOCWA (South Eastern Oakland Water Authority) 14% Increase

Farmington 12% Increase

Canton Township 8.6% Increase

Livonia 7.5% Increase

City of Northville 8.6% Increase

Bloomfield Township 17.6% Increase

Dearborn Heights 7.0% Increase

Van Buren Township 6.0% Increase

Detroit 7.5% Increase

YCUA Ypsilanti Township Division

CURRENT:

Minimum User residential			
	6 units(4488 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$25.90	\$22.40	\$48.30
surcharge (5%)	\$1.29	\$1.12	\$2.41
Total	\$27.19	\$23.52	\$50.71

Average User residential			
	12 units(8,976 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$25.90	\$22.40	\$48.30
6 units	\$15.90	\$12.97	\$28.87
surcharge (5%)	\$2.09	\$1.77	\$3.86
Total	\$43.89	\$37.13	\$81.02

PROPOSED: 10/01/2015

Water rate increase	8.00%
Sewer rate increase	4.00%
Surcharge rate	5.00%

Effect on a minimum and average township customer with a proposed 8.0% water rate increase, a sewer rate increase of 4.0%. Surcharge rate unchanged.

Minimum User residential			
	6 units(4488 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$27.97	\$23.30	\$51.26
surcharge (5%)	\$1.40	\$1.16	\$2.56
Total	\$29.37	\$24.46	\$53.83
increase	\$2.18	\$0.94	\$3.12
increase/mo	\$1.09	\$0.47	\$1.56
	cumulative rate increase		6.13%

Average User residential			
	12 units(8,976 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$27.97	\$23.30	\$51.26
6 units	\$17.16	\$13.49	\$30.65
surcharge (5%)	\$2.26	\$1.84	\$4.10
Total	\$47.38	\$38.63	\$86.01
increase	\$3.50	\$1.50	\$4.99
increase/mo	\$1.75	\$0.75	\$2.50
	cumulative rate increase		6.16%

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2015-27

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

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

Whereas, the Township’s Office of Community Standards has received numerous complaints from residents of uncut grass and vegetation along fence lines, structural perimeters and landscaped areas which exceed 7” in height; and

Whereas, the growth of grass and vegetation along fence lines, structural perimeters and landscaped areas exceeding the 7” height limitation is unsightly and negatively impacts the overall appearance of neighborhoods; and

Whereas, Ordinance 2015-449 amends the Township Code to specifically require that grass and vegetation along fence lines, structural perimeters and landscaped areas be maintained in a manner that the growth does not exceed 7” in height;

Now Therefore,

Be it resolved, that Ordinance No. 2015-449 is hereby adopted by reference.

**CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2015-449**

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

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

Sec. 66-26. - Definitions.

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

Commissioner means the commissioner of noxious weeds.

Lawn extension means the unpaved portion of any street which is inside the curblineline.

Natural areas means a site largely unaltered by modern human activity where vegetation is distributed in naturally occurring patterns.

Sec. 66-27. - Violations, civil infractions.

Any person, firm or corporation, which owns real property (as shown on the assessor's records), violating any provision of this article shall be responsible for a civil infraction and shall be subject to a fine as follows:

- (1) The fine for any first violation shall be \$75.00;
- (2) The fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$150.00;
- (3) The fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$250.00.

Sec. 66-27.1. - Each day a separate civil infraction.

A separate civil infraction shall be deemed committed upon each day during or when a violation occurs or continues.

Sec. 66-27.2. - Rights and remedies are cumulative.

The rights and remedies provided herein are cumulative and in addition to any other remedies, including an action to abate, restrain, and/or enjoin filed in a court of competent jurisdiction.

Sec. 66-28. - Diseased, damaged, infested vegetation.

No tree or other vegetation which by virtue of disease, damage or insect infestation presents a hazard to persons or property on adjoining land shall be maintained.

Sec. 66-29. - Trimming and corner clearance.

Trees and other vegetation on private property shall be maintained so that no part thereof intrudes upon the public right-of-way in the space eight feet above the surface of the right-of-way. Vegetation on private property within 25 feet of the intersection of right-of-way lines shall not be permitted to grow to a height of 36 inches above the adjacent right-of-way surface. Trees may be maintained within 25 feet of the intersection but must have all branches trimmed to provide clear vision for vertical height of eight feet above the roadway surface.

Sec. 66-30. - Lawn extensions.

The owner or occupant of every parcel of land is responsible for grading, planting, mowing and raking the extension so that it is covered with grass or other ground cover approved by the commissioner ~~with an~~ average height not in excess of six ~~before it reaches a height of seven~~ inches. Upon receipt of evidence demonstration that vegetation cannot be maintained on a lawn extension, the commissioner may issue a permit to cover the lawn extension with stone or such other material as will present a neat appearance.

Sec. 66-31. - Grass and weeds.

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

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

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

Sec. 66-32. - Enforcement.

If private property or a lawn extension is not maintained as required by this article, the commissioner may have the work done to bring the property or lawn extension into compliance. The notice provided for enforcement of sections other than section 66-31 shall be sent to the address of the owner as shown on the assessor's records at least five days prior to commencing the work. If an immediate hazard to public safety occurs, no prior notice shall be necessary. The actual costs of the work needed to bring property or a lawn extension into compliance, together with an additional 15 percent of that cost, shall be billed to the owner. If

this amount is not paid within 45 days, it shall be a special assessment against the property as provided in this Code. The supervisor shall add such expense to the tax roll on such lands, and such shall become a lien against such lands and be enforced in the same manner as provided by the laws of the state for general property taxes.

Sec. 66-33. - Financial hardship.

Under proof of financial hardship, the supervisor may authorize charges under section 66-32 to be paid in installments or ~~to be~~ reduced and ~~will be~~ subject to township board approval.

Severability

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

Effective Date and Repeal of Conflicting Ordinances

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

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

Secs. 66-34—66-60. - Reserved.

RESOLUTION 2015-28

Whereas, the Township Board has seen an increase in vacant residential, commercial and industrial properties since the foreclosure crisis in 2007, and

Whereas, a number of vacant residential, commercial and industrial properties have been allowed to deteriorate resulting in unsecured structures, burst water pipes, collapsed roofs, unmaintained lawns and shrubs; and

Whereas, the Township Board of Trustees finds that it is in the best interest of the health, safety and welfare of Township residents to regulate vacant residential, commercial and industrial properties by requiring that such properties register with the Office of Community Standards; and

Whereas, Ordinance 2015-450 requires that vacant properties be inspected, maintained and secured in accordance with the standards set forth in the 2012 International Property Maintenance Code;

Now Therefore,

Be it resolved, that Ordinance No. 2015-450 is hereby adopted by reference.

**CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2015-450**

*An Ordinance to Amend Chapter 48 Article IV of the
Ypsilanti Charter Township Code of Ordinances
Regarding Vacant Property Registration*

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

Article IV of Charter 48 entitled Property Maintenance is amended as follows:

Sec. 48-81. - Purpose.

The purpose of this article is to prevent the deterioration of township neighborhoods and business districts by regulating vacant abandoned and foreclosed ~~single family and duplex residential, commercial and industrial~~ properties to insure that such properties are in compliance with all applicable state law and township code requirements including the township property maintenance code adopted by the township in sections 48-27 and 48-28 of the Ypsilanti Township Code of Ordinances.

Sec. 48-82. - Definitions.

As used in this article:

Code compliance certificate means an annual certificate issued by the township office of community standards that the structure is in compliance with all applicable state law and township code requirements, including the township's property maintenance code.

Owner means any person or entity with legal or equitable ownership or possessory interest in any residential, commercial or industrial structure. The owner shall include, but not be limited to, a bank, credit union, trustee, financial institution or trust which is in possession (in whole or in part) of the real property, foreclosing a lien or mortgage interest in the affected property, but may or may not have legal or equitable title.

Vacant property means a ~~single family or duplex residential~~ residential, commercial, or industrial structure that remains unoccupied for a period in excess of 30 days. Vacant property does not mean property that is temporarily unoccupied while the residents are away on vacation, tending to personal matters or business, or property that is not intended by the owner to be left vacant.

Sec. 48-83. - Scope.

The provisions of this article shall apply to all existing ~~single family and duplex residential~~ residential, commercial or industrial structures. This article does not relieve any person from compliance with all other township ordinances, the state building code, and all other laws, rules and regulations.

Sec. 48-84. - Evidence of vacant property.

Evidence of vacancy shall include any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to: overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk and/or debris; boarded up windows; abandoned vehicles, auto parts or materials; the absence of or continually drawn window coverings such as curtains, blinds and/or shutters; the absence of furnishings and/or personal items consistent with habitation or occupancy; statements by neighbors, delivery agents or utility agents, including township employees, that the property is vacant.

Sec. 48-85. - Registry of vacant properties.

There is hereby created in the township office of community standards a registry of vacant ~~single family and duplex residential~~residential, commercial and industrial structures.

Sec. 48-86. - Vacant properties to be registered annually.

Owners of real property are required to register all vacant ~~single family and duplex residential~~residential, commercial and industrial properties within 30 days of the vacancy and to reregister the properties annually thereafter. Residential, commercial and industrial owners of single family and duplex structures that are vacant at the time of the enactment of this article must register within 30 days.

Sec. 48-87. - Owner's registration form; content.

Owners who are required to register their properties pursuant to this article shall submit a completed vacant property registration form, as provided by the township office of community standards containing the following information:

- (1) The name of the owner of the property.
- (2) A mailing address where mail may be sent that will be acknowledged as received by the owner. If certified mail/return receipt requested is sent by the township office of community standards to the address and the mail is returned marked "refused" or "unclaimed," then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement. If ordinary mail sent by the township office of community standards to the address is returned for whatever reason, then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement.
- (3) The name of an individual responsible for the care and control of the vacant property. Such individual may be the owner, if the owner is an individual, or may be someone other than the owner with whom he/she has contracted.
- (4) A current address, phone number, fax, and email address (if fax and email addresses are available) where communications may be sent that will be acknowledged as received by the owner or individual responsible for the care and control of the property. If certified mail/return receipt requested is sent to the address and the

mail is returned marked "refused" or "unclaimed," or if ordinary mail sent to the address is returned for whatever reason, then such occurrence shall be prima facie proof that the owner has failed to comply with this requirement.

- (5) Authorization to the township staff to access the exterior of the property for inspection purposes.
- (6) Verification that the utilities and the furnace are functioning.
- (7) Proof of property insurance coverage for vacant structure(s).

Sec. 48-88. - Annual registration and safety and blight inspection fee.

The annual registration and safety and blight inspection fees shall be set by the township board to offset the cost of processing the form, conducting the safety and blight inspection and maintaining the records. In addition, if an owner fails to register, the owner shall be assessed the added cost of the township's expense in having to determine ownership, which may include, but is not limited to title search and legal expenses.

Sec. 48-89. - Requirement to keep information current.

If at any time the information contained in the registration form is no longer valid, the property owner shall within ten days file a new registration form containing current information. There shall be no fee to update the current owner's information.

Sec. 48-90. –Requirement to maintain property insurance.

An owner of vacant residential, commercial, or industrial structure(s) shall maintain current property insurance on the vacant structure(s) against structural loss or damage including but not limited to fire damage. Upon request of the Department of Community Standards, owners shall present valid proof of property insurance. Failure to present, upon request, valid property insurance, shall result in a suspension of the certificate of registration.

Sec. 48-91. - Inspections required.

Owners of ~~vacant single family and duplex residential~~ residential, commercial and industrial structures who are required to file an owner's registration form under this article must immediately obtain and pay for a township office of community standards safety and blight inspection_s of the vacant property; and if applicable, obtain necessary permits for required repairs; make required repairs; obtain any follow-up inspections from the township office of community standards thereafter to ensure the structure is safe, secure and maintained to the standards of the township's property maintenance code and water and sewer requirements set forth in chapters 48 and 62 of the township code. The owner or the owner's agent shall certify by affidavit that all water, sewer, electrical, gas, HVAC, plumbing systems, roofing, structural systems, foundations, and drainage systems are sound, operational, or properly disconnected. The owner or the owner's agent shall also certify by affidavit that the property is in compliance with the township's property maintenance code, and the water and sewer requirements set forth in chapters 48 and 62 of the township code.

Sec. 48-92. - Building inspection; maintenance and security requirements.

Properties subject to this article shall be maintained and secured to comply with the minimum security fencing, barrier and maintenance requirements of the township's property maintenance code.

Pools, spas, and other water features shall be kept in working order or winterized to ensure that the water remains clear and free of pollutants and debris, or drained and kept dry and free of debris, and must comply with the minimum security fencing, barrier and maintenance requirements of the property maintenance code.

Vacant properties subject to this article shall be maintained in a secure manner so as not to be accessible to unauthorized persons. Secure manner includes, but is not limited to, the closure and locking of windows, doors (walk-through, sliding and garage), gates and any other opening of such size that it may allow a child to access the interior of the property and/or structure(s). Broken windows must be repaired or replaced within seven days. Boarding up of open or broken windows is prohibited except as a temporary measure for no longer than 30 days.

Sec. 48-93. - Open property; securing fee.

Property subject to this article that is left open and/or accessible shall be subject to entry by the township in order to ensure that the property has not become an attractive nuisance and to ensure that the property is locked and/or secured and in compliance with the township's property maintenance code. The owner of property subject to this article which property is found open or unsecured shall be responsible for paying a securing fee as set by the township board to offset the cost incurred by the township in contacting the owner or management company to secure the property. If the owner and/or management company cannot be contacted or does not secure the property within a reasonable time, the owner shall be responsible for paying the cost incurred by the township in securing the property.

Sec. 48-94. - Reoccupation of vacant property; notification to township.

Prior to reoccupation of property that is subject to this article, the owner shall notify the township that the property has been sold or rented, and to whom.

Sec. 48-95. - Fire damaged property.

If an occupied structure is damaged by fire, the owner has 30 days, unless otherwise extended by the director of community standards or his designee, from the date of the fire to apply for a permit to start construction or demolition.

Failure to do so will result in the property being deemed vacant and subject to the requirements of this article.

Sec. 48-96. - Unpaid fees; assessment.

All fees hereunder that remain unpaid after 14 days' written notice to the owner/management company shall be assessed against the property as a lien and placed on the tax roll.

Sec. 48-97. - Penalties; municipal civil infraction.

Except as otherwise provided, a violation of this article shall be a municipal civil infraction subject to prosecution and penalty under Section 42.21(3) of the Michigan Compiled Laws. The requirements of this article are in addition to, and not in lieu of any other rights and remedies provided by law. Violation of this article shall be a municipal civil infraction and for the first offense subject to a minimum \$200.00 fine and any of the penalties authorized under Section 600.8727 of the Michigan Compiled Laws and/or Section 600.8302 of the Michigan Compiled Laws. Second or subsequent offenses shall be subject to a minimum fine of \$400.00 and any of the penalties authorized under Section 600.8727 of the Michigan Compiled Laws and/or Section 600.8302 of the Michigan Compiled Laws. Each day that a violation continues shall be considered a separate offense.

Severability

Should any action, 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

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

**CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2015-452**

*An Ordinance to amend the Code of Ordinances
of the Charter Township of Ypsilanti.*

The Charter Township of Ypsilanti ordains:

Chapter 40. Municipal Civil Infractions

Section 40-28.

Designation of Authorized Officials is amended to ADD the following persons with authority to issue municipal civil infractions for violations of the Ypsilanti Township Code of Ordinances:

Ypsilanti Township Quality Assurance Specialist
Ypsilanti Township Recreation Services Manager
Ypsilanti Township Executive Coordinator
Ypsilanti Township Firefighters

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

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

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #11**

September 15, 2015

206 - FIRE FUND

Total Increase \$1,000.00

Increase contribution revenue and fire prevention materials expenditure for the donation made by Walmart to be used to promote fire prevention. This is funding by the donation from Walmart.

Revenues:	Contributions & Donations	206.000.000.675.000	\$1,000.00
		Net Revenues	<u><u>\$1,000.00</u></u>
Expenditures:	Fire Prevention Materials	206.206.000.742.000	\$1,000.00
		Net Expenditures	<u><u>\$1,000.00</u></u>

Request budget line transfer between cost centers for EMPCO testing for Fire Marshal. This is funded by a line transfer from department 970 capital outlay to department 220 Civil Service.

Expenditures:	Computer/Comm/Furniture	206.970.000.980.001	(\$3,600.00)
		Net Expenditures	<u><u>(\$3,600.00)</u></u>
Expenditures:	Professional Services	206.220.000.801.000	\$3,600.00
		Net Expenditures	<u><u>\$3,600.00</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$0.00

Request budget line item transfer between cost centers for payout of PTO per employee request approved by Department Head and the three full time Elected Officials for payout of 148 accrued PTO hours at 75% (this is over the 32 hours that was originally budget for employee). This is funded by a line transfer from department 301 sheriff services to department 304 ordinance.

Expenditures:	Public Camera Maintenance	266-301-000-933.000	(\$3,023.20)
		Net Revenues	<u><u>(\$3,023.20)</u></u>
Expenditures:	Salaries Pay Out - PTO&SICKTIME	266-304-000-708.004	\$3,023.20
		Net Expenditures	<u><u>\$3,023.20</u></u>

893 - NUISANCE ABATEMENT FUND

Total Increase \$7,000.00

Increase blight enforcement expenditure due to more than anticipated clean ups in the Township about 50% of the blight costs are collected as revenue. This is funded by an increase to the Service Charges for Blight revenue and an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	893-000-000-699.000	\$5,000.00
	Charge Services - Blight	893-000-000-626.631	\$2,000.00
		Net Revenues	<u><u>\$7,000.00</u></u>
Expenditures:	Blight Enforcement Costs	893-893-000-806.001	\$7,000.00
		Net Expenditures	<u><u>\$7,000.00</u></u>

Motion to Amend the 2015 Budget (#11):

Move to increase the Fire Fund budget by \$1,000 to \$5,216,443.71 and approve the department line item changes as outlined.

Move to process a line transfer between cost centers in the Law Enforcement Fund and approve the department line item changes as outlined.

Move to increase the Nuisance Abatement Fund by \$7,000 to \$48,869 and approve the department line item changes as outlined.

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: September 8, 2015

RE: **Request approval of Township Policy and Procedure Manual Updates**

As you know, one of the 2015 goals for the Human Resource Department is to review the current Charter Township of Ypsilanti Policy and Procedure Manual and forward updates/amendments to the Township Board of Trustees for approval.

The next two policies for consideration are attached:

Tobacco Use Policy
American with Disability Statement (ADA)

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

*****NEW POLICY*****
TOBACCO USE POLICY

The Charter Township of Ypsilanti is committed to providing a work environment that promotes productivity and healthy working conditions to its employees, customers and visitors. As required by applicable federal, state and local regulations, this policy defines “tobacco use” to cover the smoking of any tobacco product; use of smokeless tobacco products (chewing tobacco, dipping tobacco, snuff and any other smokeless tobacco product); and any form of electronic cigarettes (e-cig or e-cigarette), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS). This policy shall apply to all employees of Ypsilanti Township, 14B District Court and to customers, contractors and visitors.

The smoking of any tobacco product, use of smokeless tobacco products, and any form of electronic cigarettes (e-cig or e-cigarette), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS) is strictly prohibited within all enclosed Charter Township of Ypsilanti buildings and worksites without exception, including Township vehicles. Enclosed areas are defined as common work areas, private offices, conference and meeting rooms, hallways, lunchrooms, stairwells, restrooms, elevators, and garages.

The smoking of any tobacco product, use of smokeless tobacco products, and any form of electronic cigarettes (e-cig or e-cigarette), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS) is permitted outdoors in specified marked areas at least 50 feet from building entrances, windows, and ventilation systems of buildings and facilities, dependent on the property. While the Charter Township of Ypsilanti makes these designated areas available and clearly marked to smokers, it in no way has any legal responsibility to do so. Smoking shall not be permitted along path way or walk way leading to or from the designated smoking area to ensure that persons entering or leaving the building or facility shall not be subjected to secondhand exposure and to ensure tobacco smoke does not enter the building or facility. Additionally, employees may smoke in their personal vehicles, but smoke and tobacco products must be completely contained within the vehicle.

Where use of tobacco products is permitted, it is expected such products are not used while interacting with customers; that all residual material is discarded appropriately; and no littering occurs. This helps to keep a neat and clean environment for all employees and our visiting customers.

Compliance with this policy is the responsibility of every employee and important to provide a safe and healthy working environment. Employees who observe a violation of this policy should bring it to the attention of their immediate supervisor or the Human Resource Department for prompt and thorough investigation. Any employee found in violation of this policy will be subject to disciplinary action up to and including discharge.

*****OLD POLICY*****

TOBACCO POLICY

POLICY:

It is the policy of the Charter Township of Ypsilanti to comply with all applicable federal, state, and local regulations regarding smoking in the workplace and to provide a work environment that promotes productivity and healthy working conditions to its employees, customers and visitors.

PROVISIONS:

1. The Township recognizes that smoking in the workplace can adversely affect employees. Accordingly, smoking and chewing tobacco is restricted at all Township facilities.
2. Smoking and chewing tobacco is prohibited inside all Township buildings, offices, restrooms and vehicles. Smoking on Township property is limited to designated outdoor areas. The Human Resources Department is responsible for implementing and monitoring smoking regulations, and department heads and supervisors are expected to enforce the regulations. The tobacco policy applies to all employees during work hours and to customers and visitors while on Township premises.
3. Smokers have an obligation to keep smoking areas litter-free.
4. Any violation of this policy will result in corrective action up to and including termination of employment.

5/2/01
6/18/08

****NEW POLICY****
AMERICAN WITH DISABILITY STATEMENT

The Charter Township of Ypsilanti is committed to complying with all applicable provisions of the Americans with Disability Act (“ADA”). It is the Township’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with the policy of nondiscrimination, the Township will make reasonable accommodations for qualified employees with disabilities, if such accommodation does not constitute an undue hardship on the Authority.

When an employee with a disability recognizes an accommodation is needed to perform the essential functions of his/her job the individual or his/her representative must let their supervisor or Human Resource Department know that she/he needs accommodation related to a medical condition. Once a member of Township management has been notified about a need for reasonable accommodation related to a medical condition the employee will be directed to the Human Resource Department to further evaluate the request. Under Michigan law, persons with a disability needing accommodations(s) for employment must do so in writing within 182 days after the date the person with a disability knew or reasonably should have known that an accommodation was needed. In addition to the written notice, management may also need to ask additional relevant questions and request appropriate medical documentation to establish a person has a qualified ADA disability.

The Human Resource Department has overall responsibility for this policy and maintains reporting and monitoring procedures in accordance with the ADA and all other applicable federal, state, and local laws. Any questions or concerns should be referred to the Human Resource Department who will promptly, thoroughly and fairly investigate every issue brought to its attention in this area.

Should an employee of the Charter Township of Ypsilanti feel that their request for accommodation under the American with Disability Act (“ADA”) has been violated, the attached Grievance Form should be completed and forwarded to the Human Resource Department for thorough investigation.

*****OLD POLICY*****

AMERICAN WITH DISABILITY ACT GRIEVANCE PROCEDURES

The Charter Township of Ypsilanti has a grievance procedure for applicants and employees to provide a prompt and equitable resolution of complaints filed under the American with Disability Act. Title I of the Act prohibits discrimination on the basis of disability with respect to hiring and terms, conditions and privileges of employment.

The Charter Township of Ypsilanti's obligation under Title I is to provide access for a person to participate in the job application process and to provide a reasonable accommodation enabling an employee with a disability to perform the essential functions of their job, including access to a building, a work site, needed equipment and all facilities used by employees. The employer must provide access or accommodation unless this would cause an undue hardship.

All grievances should be addressed to: The Charter Township of Ypsilanti Human Resource Department, 7200 South Huron River Drive, Ypsilanti, MI 48197. Phone: 734-484-0065.

- 1) A grievance should be on an approved grievance form, contain the name and address of the person filing it and describe the nature of the grievance, the alleged violation and its date of occurrence. A grievance may be filed verbally or in writing.
- 2) A grievance must be filed within ten (10) working days after the complainant receives an unsatisfactory resolution to the original request for accommodation.
- 3) If needed, an investigation conducted by the Human Resource Department will follow a filing of a grievance. Informal but thorough investigations will be held giving all interested persons and their representatives an opportunity to submit evidence relevant to a complaint.
- 4) A written determination as to the validity of the grievance and description of the resolution, if any, will be issued by the Human Resource Department and a copy forwarded to the complainant no later than ten (10) working days after its filing.
- 5) The Human Resource Department will maintain files and records of information on grievances.
- 6) The complainant can request a reconsideration of the case in instances where he/she is dissatisfied with the resolution. The request for reconsideration should be made within ten (10) days to the Human Resource Department.

**AMERICAN WITH DISABILITY ACT GRIEVANCE PROCEDURES
(Con't)**

- 7) The right of a person to a prompt and equitable resolution of a complaint or grievance filed under this grievance procedure will not affect a person's right to pursue other remedies with the appropriate federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- 8) These rules shall be construed to protect the substantive rights of interested persons to meet appropriate due process standards and to assure that the Charter Township of Ypsilanti complies with the American With Disabilities Act and implementing regulations.

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AMERICANS WITH DISABILITIES ACT GRIEVANCE FORM

Grievances should be addressed to: The Charter Township of Ypsilanti Human Resource Department, 7200 South Huron River Drive, Ypsilanti, Michigan 48197, (734) 484-0065, who has been designated to coordinate the Charter Township of Ypsilanti's Reasonable Accommodations Committee (RAC). A citizen, applicant, or employee may only file a grievance after a request for reasonable accommodation/accessibility has been denied or not resolved to his/her satisfaction.

.....

NAME: _____

ADDRESS: _____

TELEPHONE: _____

ARE YOU A CHARTER TOWNSHIP OF YPSILANTI EMPLOYEE: _____

HAVE YOU PREVIOUSLY REQUESTED A REASONABLE ACCOMMODATION?

_____ YES _____ NO

IF SO, GIVE DATES OF REQUEST AND RESOLUTION:

(Attach copies of request and resolution)

BRIEFLY DESCRIBE YOUR GRIEVANCE AND STATE WHY YOU BELIEVE THE CHARTER TOWNSHIP OF YPSILANTI HAS VIOLATED THE AMERICANS WITH DISABILITIES ACT AND/OR THE MICHIGAN PERSONS WITH DISABILITIES CIVIL RIGHTS ACT: *(You may attach additional sheet of paper if necessary)*

COMPLAINANT'S SIGNATURE: _____

DATE: _____

**FIRST AMENDMENT TO LAKEWOOD
PLANNED DEVELOPMENT AGREEMENT
(MAJESTIC LAKES)**

This First Amendment to Lakewood Planned Development Agreement (“**Amendment**”) is entered into as the Effective Date provided below 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 were 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 portion of the 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 an amended PD Stage I Preliminary Site Plan (the “**Amended PD Stage I Preliminary Site Plan**”). The Planning Commission forwarded to the Township Board its recommendations regarding the Amended PD Stage I Preliminary Site Plan.

G. On _____, the Township Board reviewed and approved the Amended PD Stage I Preliminary Site Plan.

H. The Amended PD Stage I Preliminary Site Plan is 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. **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.

2. **Name of Planned Development.** The name of the planned development is amended to Majestic Lakes Planned Development. All references in the PD Agreement to the Lakewood PD shall be deemed to refer to Majestic Lakes PD.

3. **Rezoning to PD District.** The Property has been rezoned to PD (Planned Development) district for the development of the Project pursuant to the Amended PD Stage I Preliminary Site Plan, copies of which is on file with the Township. An index of the plans that constitute a part of the approved Amended PD Stage I Preliminary Site Plan is attached hereto as **Exhibit B.**

4. **Approval of Amended PD Stage I Preliminary Site Plan.** The Amended PD Stage I Preliminary Site plan for the Project has been approved in accordance with the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, 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 Amended PD Stage I Preliminary Site Plan does not modify the PD Stage II final site plan that has been approved for

Lakewood Estates and, Lakewood Estates is identified in the Amended PD Stage I Preliminary Site Plan for identification purposes only.

5. **Permitted Residential Developments.** Section 2.3 of the PD Agreement is amended to add the following provisions:

(a) Blue Majestic shall have the right to terminate Lakewood Pointe Condominium and Lakewood Villas Condominium.

(b) The Amended Stage I Preliminary Site Plan identifies the following approved residential projects:

(i) A condominium project containing the existing 72 single family site condominium units known as Lakewood Estates;

(ii) A condominium project containing up to 44 single family site condominium units to be known as Majestic Lakes Estates;

(iii) An attached for lease community consisting of 142 ranch units with attached 2 car garages, to be known as Nautica Pointe;

(iv) A condominium project containing up to 81 single family site condominium units, to be known as The Village at Majestic Lakes;

(v) The Ponds at Lakewood, which currently contains 2 Existing Buildings.

(vi) A condominium project containing up to 37 single family site condominium units, to be known as The Ponds at Majestic Lakes, within a portion of the land that is currently part of The Ponds of Lakewood. In connection with the contraction of the applicable portion of The Ponds at Lakewood condominium project to establish The Ponds at Majestic Lake 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.

(vii) The term “**Condominiums**” and “**Condominium Projects**” shall mean Lakewood Estates, Majestic Lakes Estates, The Ponds at Lakewood, The Ponds at Majestic Lakes and The Village at Majestic Lakes Estates. The Condominium Projects and Nautica Pointe are sometimes collectively referred to herein as the “**Residential Projects**.” The foregoing projects are collectively referred to as the “Residential Projects”.

6. **Conditions of PD Stage II Final Site Plan Approval; Development**

Agreements. The approved PD Stage II final site plan for Lakewood Estates shall continue in effect, and the completion of Lakewood Estates and the issuance of building permits for units within Lakewood Estates shall continue to be governed by the PD Agreement, unless expressly amended by this Amendment. Prior to developing or improving any other Residential Project, Blue Majestic (or its successor or assignee) shall submit to the Township a PD Stage II final site plan for approval, which approval shall not be unreasonably withheld, conditioned or delayed if the final site plan is consistent with the Amended Stage I Preliminary Site Plan, and the PD Agreement, as amended by this Amendment. Upon the Township’s approval of the PD Stage II final site plan for a Residential Project, Blue Majestic (or its successor in title to the Residential Project) and the Township shall enter into a development agreement that incorporates the approved conditions and requirements pertaining to the approved PD Stage II final site plan that were adopted by the Township Board in its resolutions, and agreed to by Blue Majestic or its successor in title. Such development agreement shall be recorded with the Washtenaw County

Register of Deeds and shall constitute covenants and restrictions binding on such Residential Project.

7. **Incorporation of Existing Site Improvements.** The parties acknowledge that the Property, other than the Undeveloped Land, has been improved with roads, utilities and storm drainage improvements (collectively, the “**Existing Site Improvements**”). Blue Majestic or the developer of a Residential Project shall be entitled to incorporate the Existing Site Improvements within its PD Stage II final site plan for such Residential Project, provided that, as a condition to obtaining building permits for dwellings with the Residential Project, the developer of such Residential Project shall complete the punch list items that are identified by the Township’s Office of Community Standards, in consultation with YCUA, the WCWRC and WCRC (as to those Residential Projects that will contain public roads).

8 **Phased Development.** The Property may be developed in phases in accordance with the Amended PD Stage I Preliminary Site Plan and the PD Agreement, as amended by this Amendment. Each phase shall include the associated infrastructure necessary to serve such phase. Subject to the foregoing, Blue Majestic shall have the right to determine the sequencing of such phases and more than one phase may be developed at the same time.

9. **Architectural Types.** Section 2.3 of the PD Agreement is amended to provide that the Project will contain the following Residential Projects: (i) Lakewood Estates, which consists of 72 approximately 60 foot wide site condominium units; (ii) Majestic Lakes Estates, which will consist of 44 approximately 60 foot wide site condominium units; (iii) The Ponds at Lakewood, which consists of 2 Existing Buildings containing 8 condominium units each; (iv) The Ponds at Majestic Lakes, which will consist of 37 approximately 50 foot wide site condominium units condominium, or as a separate condominium project); (v) The Village at

Majestic Lakes, which will consist of 81 approximately 50 foot wide site condominium units; and (vi) Nautica Pointe, which will consist of a for lease community containing 142 attached ranch units with attached 2 car garages.

10. **Open Space Areas**. 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.

The Open Space areas contain existing trails for pedestrian and non-motorized traffic. Blue Majestic and its successors in title will make access to such trails open and accessible and without hindrance between buildings on the Property, to enable convenient, non-motorized connections to Textile Road and to encourage healthy, walking lifestyles.

11. **Lakewood Association.** 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 and each Residential Project shall be entitled to select its representative on the Lakewood Association Board.

12. **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 Estates, The Village at Majestic Lakes and The Ponds at Majestic Lakes, which approval shall not be unreasonably withheld, conditioned or delayed. Following the Township's approval of such Master Deed(s), Blue Majestic shall record such Master Deed(s) with the Washtenaw County Register of Deeds.

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

(a) 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 maintenance obligations in connection therewith.

(b) 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 and this Amendment. 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 against Nautica Pointe and collected in the same manner as general property taxes.

14. **Applicable Yard Setbacks.** All references to "Condominiums" in Section 2.11 shall be deemed to refer to the Residential Projects. The existing PD Stage II final site plan for Lakewood Estates identifies the width and size of each unit within Lakewood Estates and the approved front yard, rear yard and side yard setbacks for each unit within Lakewood Estates. The PD Stage II final site plans for the other Condominium Projects shall identify the width and size

of each unit within such project and the PD Stage II final site plans for each Residential Project shall identify the approved front yard, rear yard and side yard setbacks for each unit within such Residential Project. Approved setbacks shall accomplish the preservation of natural resources and natural features, such as trees, views, vistas and topography. No exterior wall of a principal residence shall be erected or placed other than within the confines of the approved building area without the consent of the Township. Minor variances to the foregoing setback and yard requirements may be administratively approved by the Township's Office of Community Standards, without the necessity of amending this Agreement.

15. **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 plan and detailed construction plans for a Residential Project, 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 or the architectural standards governing construction in the Residential Projects that become effective after the date of the approval of the applicable PD Stage II final site plan.

16. **Roads.** Section 2.14 of the PD Agreement is amended to provide that the internal roads within Nautica Pointe and The Ponds at Lakewood shall be private. The roads within the Condominium Projects other than The Ponds at Lakewood shall be public, in accordance with Section 2.14 of the PD Agreement.

17. **Interior Sidewalks.** Section 2.15 of the PD Agreement is amended to provide that Nautica Pointe shall not contain sidewalks. All Condominium Projects, other than the Ponds

at Lakewood, shall contain interior sidewalks, in accordance with Section 2.15 of the PD Agreement.

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

19. **Street Lighting.** Section 2.18 of the PD Agreement is amended to provide that street lighting in Nautica Pointe shall be private and maintained by the owner of Nautica Pointe. Accordingly, no SAD for the maintenance of street lighting shall be established for Nautica Pointe.

20. **Security Cameras.** Security cameras shall be installed at the two entranceways on Tuttle Hill Road and the one entranceway to the Project on Textile Road. The security cameras shall meet the specifications established by the Township and shall be installed before the issuance of certificates of occupancy are requested for Nautica Pointe. Such cameras shall be monitored by the Township’s Department of Public Safety. The creation and establishment of a special assessment district (“**Security Camera SAD**”) for the purpose of defraying the Township’s cost of maintaining and repairing the security cameras shall be established for each Residential Project, including Nautica Pointe, for which building permits are requested, and such Security Camera SAD shall be established prior to the issuance of certificates of occupancy within such Residential Project. Given that Lakewood Estates already contains occupied homes, Blue Majestic shall promptly petition the Township for the establishment of the Security Camera SAD with respect to Lakewood Estates, and the Township will continue to issue certificates of occupancy for completed homes within Lakewood Estates pending the establishment of the Security Camera SAD for Lakewood Estates. The Security Camera SAD for each Residential Project shall be based on the relative number of units within such Residential Project in relation

to the total number of units that are contained in the overall Project, and each Residential Project within the overall Majestic Lakes PD shall be subject to the Security Camera SAD.

21. **Construction of Playground Amenities.** The Township acknowledges that, in accordance with Section 2.20, Blue Majestic has installed recreational amenities within the Project pursuant to plans approved by the Office of Community Standards and Blue Majestic has provided to the office of Community Standards reasonable evidence that Blue Majestic incurred costs in excess of \$53,000 in connection with the installation of such recreational amenities. Accordingly, Blue Majestic is not required to make the second \$53,000 payment to the Township under Section 2.20 of the PD Agreement.

22. **Street Trees; Perimeter Fencing within Nautica Pointe.** Section 2.22 of the PD Agreement is amended to provide that the developer of Nautica Pointe shall install within Nautica Pointe the landscaping which is identified in the landscaping plans that have been approved as part of the Amended PD Stage I Preliminary Site Plan. In addition, the developer of Nautica Pointe shall install perimeter fencing, landscaping and signage within the portion of Nautica Pointe behind units 1 through 9 that abuts Lake Joyce in order to deter trespassing. Such improvements shall be installed pursuant to landscaping plans approved the Township's Office of Community Standards.

23. **Rental Restrictions for New Site Condominiums.** Blue Majestic agrees to impose certain restrictions on the rental of homes within The Village at Majestic Lakes and the single family site condominium units in The Ponds at Lakewood, in order to promote and preserve the owner occupied character of such neighborhoods. At the same time, the parties recognize that a home owner may need to lease his or her home due to various circumstances, such as a job transfer, relocation, the loss of a job or for health or other reasons. Based on the

foregoing, the Village at Majestic Lakes and the site condominium units in The Ponds at Lakewood shall be subject to the following restrictions:

(a) A single family home within the above Condominium Projects shall not be purchased for the purpose of leasing the home to other persons. A home within the above-referenced Condominium Projects shall only be sold to persons who intend to occupy such home as their personal residence.

(b) If a home owner whose home qualifies as the home owner's principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her home, such home owner will be permitted to lease his or her home to other persons during the period such home owner continues to hold title to the home, If such home owner thereafter conveys or otherwise transfers title to the home, any lease then in effect shall automatically terminate and, subject to subparagraph (c) below, the tenant(s) shall be required to immediately vacate the home, unless such tenant is the purchaser of the home.

(c) A home owner who is permitted to lease his or her home pursuant to subparagraph (b) above, may lease the home for a period not to exceed three (3) years, regardless of whether the home owner continues to own the home beyond such three (3) year period. However, upon the request of the home owner to the applicable Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a "one time only" extension which extension may be for any number of months with a maximum of 24 months and shall not, under any circumstances, exceed two (2) additional years to lease the home.

(d) For purposes of the foregoing restrictions, the grant of a mortgage by a home owner shall not constitute a transfer of the home owner's title to the home.

Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession

of a home by foreclosure, receivership or deed in lieu of foreclosure, shall also be permitted to lease the home to other persons during the period such mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee's foreclosed properties) holds title to the home.

(e) The rental rates for homes permitted to be leased under this Section shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of homes shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

(f) Except as provided above in this Section, the leasing of homes within The Village at Majestic Lakes and the single family site condominium homes within The Ponds at Lakewood shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association formed to administer the affairs of such Condominium Project.

(g) The leasing of homes shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single family residential properties, including ordinances pertaining to licensing and inspections.

(h) All leases or rental agreements that are permitted under this Section shall incorporate the foregoing provisions.

(i) The foregoing restrictions shall be contained in the master deeds for the above-referenced Condominium Projects. The master deeds shall also contain provisions, approved by the Township, giving the Township the authority to enforce the foregoing restrictions and prohibiting the amendment of such restrictions without the prior consent of the Township. In addition, the master deeds for such Condominium Projects may contain such

additional restrictions relating to the leasing of condominium units, as determined by Blue Majestic.

24. **Nautica Pointe Marketing and Rent Restrictions; Maintenance.** In addition to the provisions of Section 3.3 of the PD Agreement, the developer of Nautica Pointe may utilize one pre-leasing trailer and a construction trailer for Nautica Pointe until such time as the construction of building improvements within Nautica Pointe have been completed. Lease rates within Nautica Pointe will be consistent with market rates in the Township for multi-family housing. However, the owner of Nautica Pointe shall have the right to adjust such rates at any and all times in response to market conditions. To the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of units within Nautica Pointe shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing. Nautica Pointe shall comply with all fair housing requirements. Nautica Pointe will establish and implement an ongoing maintenance program so that its project will comply with the Township's Property Maintenance Code.

25. **Vested Project; Successor Developers.** The overall Project, as amended by the Amended PD Stage I Preliminary Site Plan and this Amendment, shall be deemed fully "vested" and the PD Agreement, as amended shall continue in effect. In the event a Residential Project is developed by a successor in title to Blue Majestic, the developer of such Residential Project shall be deemed to have assumed Blue Majestic's rights and obligations with respect to such Residential Project under the PD Agreement, this Amendment, the Amended PD Stage I Preliminary Site Plan, the PD Stage II final site plan that is approved for such Residential Project and the development agreement applicable to such Residential Project, and Blue Majestic shall have no further obligations or liability in connection therewith.

25. **Miscellaneous.**

(a) **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.

(b) **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.

(c) **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.

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

(e) **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.

(f) **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.

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

(h) **Effect of Amendment**. Except as modified by this Amendment and the Amended PD Stage I Preliminary Site Plan, 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, as amended by this Amendment, including the Amended PD Stage I Preliminary Site Plan, and the provisions of the Zoning Ordinance or any other Township ordinances, rules, regulations or any amendments thereto, the provisions of the PD Agreement, as amended by this Amendment, and the Amended PD Stage I Preliminary Site Plan shall control and variances shall not be required.

(j) **Effective Date**. The Effective Date of this Amendment shall be the last date on which both Blue Majestic and the Township sign this Amendment.

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

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

Blue Majestic:

Blue Majestic LLC

By: _____

Scott R. Jacobson

Its: Authorized Representative

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this ____ day of _____, 2015, the foregoing instrument was acknowledged before me by Scott R. Jacobson, Authorized Representative of Blue Majestic LLC, a Michigan limited liability company on behalf of the company.

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

Township:

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____

Brenda L. Stumbo

Its: Supervisor

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____

Karen Lovejoy Roe

Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

On this ____ day of _____, 2014, the foregoing instrument was acknowledged before me by Brenda L. Stumbo, Supervisor, and Karen Lovejoy Roe, Clerk, of Charter Township of Ypsilanti, a Michigan Municipal corporation on behalf of the corporation.

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

DRAFTED BY:

Mark S. Cohn
Seyburn Kahn
2000 Town Center, Suite 1500
Southfield, Michigan 48075

WHEN RECORDED RETURN TO:

Wm. Douglas Winters
McLain & Winters
61 N. Huron St.
Ypsilanti, MI 48197

EXHIBIT A

PROPERTY

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

Commencing at the West ¼ corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence N89°51'07"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.

Lakewood Farms/Majestic Lakes Development Agreement Index:

Exhibit 'A'	Property Description
Exhibit 'B'	PD Stage I (PD20) Site Plan
Exhibit 'C'	Required Conditions for Single-Family Homes on 50-foot Wide Lots.
Exhibit 'D'	Lakewood Farms Development Agreement

Exhibit 'A'

Property Description

EXHIBIT A

ENTIRE PARCEL

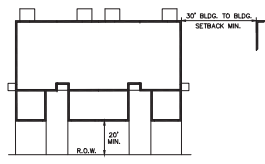
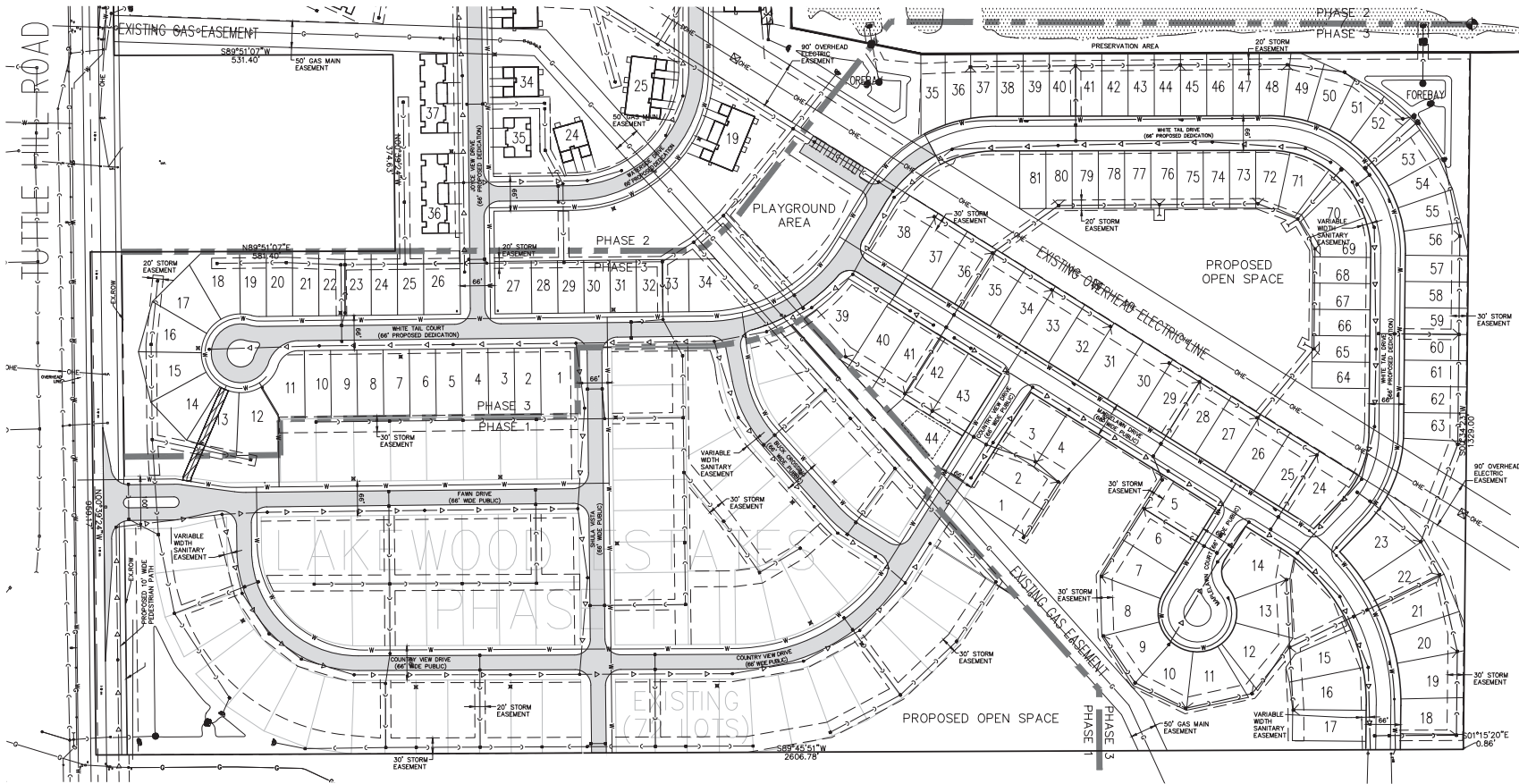
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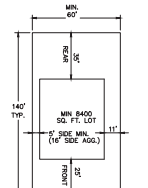
Exhibit 'B'

PD Stage I (PD20) Site Plan

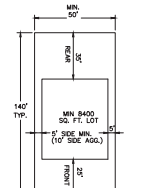
TUTTLE HILL ROAD



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 DATE VALVE & WELL
	PROPOSED DATE VALVE & WELL
	EXISTING WATER MAIN MANHOLE
	PROPOSED REDUCER
	PROPOSED SANITARY SEWER MAIN
	PROPOSED SANITARY SEWER LEAD
	PROPOSED SANITARY SEWER MANHOLE
	EXISTING UNDERGROUND CABLE SERVICE
	EXISTING CURB AND GUTTER
	PROPOSED CURB AND GUTTER
	EXISTING GUY WIRE
	EXISTING UTILITY POLE
	EXISTING CATV BOX
	EXISTING TELEPHONE BOX
	EXISTING ELECTRICAL BOX
	EXISTING SIGN
	PROPOSED PAVEMENT
	PHASE LINE
	UTILITIES TO BE RELOCATED

NOT FOR CONSTRUCTION

DATE: 07-11-2014
 CLIENT: BLUE MAJESTIC, L.L.C.
 MAJESTIC LAKES PUD
 LAYOUT PLAN
 SECTION 28
 TOWN 3 SOUTH, RANGE 7 EAST
 YPSILANTI TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN
 REVISIONS:
 ATWELL
 SCALE: 1" = 100 FT
 DR. W.H. LARK
 P.M. J. ACKERMAN
 BOOK: ---
 CAD FILE: 140009440-04-LDWG
 JOB: 45029
 FILE CODE: ---
 SHEET NO. PD-04

Exhibit 'C'

Required Conditions for Single-Family Homes on 50-foot Wide Lots.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

September 8, 2015

Wm. Douglas Winters
McLain & Winters
61 N. Huron St
Ypsilanti, MI 48197

Re: Majestic Lakes
50-foot lot home standards

Mr. Winters,

As requested during the first reading of the Majestic Lakes Planned Development (PD20) during the July 21, 2015 Board meeting, please find below the recommended exterior standards relating to the proposed residential structures to be constructed on the 50-foot wide lots:

- All homes shall maintain a minimum 5-foot side yard setback in order to maintain the minimum structure separations as required by the adopted Michigan Residential Code.
- There shall be a minimum of 50% face brick or stone on the front façade.
- There shall be a face brick or stone hip wall at least 3-feet above finished grade on the side and rear elevations.
- On the side of the structure where the garage door is located, the exterior wall surface above the garage door shall be treated with the same material as the remainder of the wall adjacent to the door.
- With the exception of the front façade encumbered by an attached garage, the remaining portion of the front façade shall include a covered front porch; at least 6-feet in depth and 2-feet above finished grade.

These recommendations are intended to maintain the “cottage home” type environment of the neighborhood as mentioned by the developer while also maintaining higher quality exterior materials in exchange for the requested 50-foot wide lots.

Should it be helpful, I am happy to discuss any of these recommendations in greater detail in order to assist this project moving forward.

If you should have any questions, please do not hesitate to contact me.

Majestic Lakes – 50-foot Lot Recommendations
September 8, 2015

Sincerely,

Joe Lawson

Joe Lawson
Planning Director

Exhibit 'D'

Lakewood Farms Development Agreement

LAKWOOD
PLANNED DEVELOPMENT AGREEMENT

This Planned Development Agreement (“Agreement”) 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, MI 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 (“Township”).

Recitals

A. In approximately, April of 2002, Tuttle Hill Ventures, L.L.C., a Michigan limited liability company, whose address is 30100 Telegraph Road, Suite 366, Bingham Farms, Michigan 48025 (the “Original Developer”), held fee simple title to certain real property in the Township consisting of 254.9 acres located on the south side of Textile Road, between Tuttle Hill Road and Bunton Road, which real property is described on Exhibit A (the “Property”).

B. The Original Developer applied to the Township for approval to develop a condominium planned development, known as Lakewood (the “Project” or “Lakewood”) pursuant to Article XIX, Ypsilanti Township Zoning Ordinance.

C. The Project consists of 415 units in four separate condominiums consisting of 72 multiple family units ("The Ponds at Lakewood"), 130 duplex units ("Lakewood Villas"), 97 detached condominium units ("Lakewood Pointe") and 116 single family site condominium units ("Lakewood Estates"). The foregoing condominium projects are sometimes collectively referred to as the "Condominiums" and individually as a "Condominium". The Project received PD Stage I and PD Stage II final site plan approval from the Township.

D. A separate condominium association was formed with respect to each Condominium.

E. A master association will be formed to maintain and govern the open space and shared facilities within the Project.

F. On April 23, 2002, the Township's Planning Commission reviewed the Original Developer's request to rezone the Property from RM-2 (Multiple Family) and R-3 (Single Family Residential) to PD (Planned Development), along with the Original Developer's application for PD Stage I Preliminary Site Plan Approval, which recommendations of approval were forwarded to the Township Board.

G. On May 21, 2002, the Township Board reviewed and approved the Original Developer's PD Stage I Preliminary Site Plan to which changes were given administrative approval on June 11, 2003, copies of which are on file with the Township

H. The Township Board rezoned the Property to PD.

I. On October 5, 2004, the Original Developer, the Township and the Washtenaw County Road Commission ("WCRC") entered into a Road Improvement Agreement, which was approved by the Washtenaw County Circuit Court and

incorporated in a Declaratory Judgment, case number 05-3 -CK. The Original Developer completed its obligations under the Road Improvement Agreement.

J. On April 26, 2005 the Township's Planning Commission reviewed the Original Developer's PD Stage II Final Site Plan for The Ponds At Lakewood with the Planning Commission's recommendations of approval being forwarded to the Township Board.

K. On May 17, 2005, the Township Board reviewed and approved the Original Developer's PD Stage II Final Site Plan for The Ponds At Lakewood.

L. On August 1, 2006, the Township Board reviewed and approved the Original Developer's PD Stage II final site plan for the remainder of the Project, also known as Lakewood South, a copy of which is on file at the Township.

M. The approved PD Stage II final site plans for the Project are consistent with the purposes and objectives of the Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as amended, and is otherwise consistent with the Township's Zoning Ordinance and Condominium Regulations pertaining to the use and development of a planned development.

N. Master Deeds have been recorded with respect to 72 units within the Ponds At Lakewood, 80 units within Lakewood Villas, 97 units within Lakewood Pointe and 72 units within Lakewood Estates.

O. The Original Developer substantially completed the development of the Condominiums, including the areas of future development for each Condominium other than the future development areas for Lakewood Estates and Lakewood Villas that are located east of the 72 developed units in Lakewood Estates (the "Undeveloped Land"), in

accordance with the approved PD Stage I and PD Stage II final site plans, including without limitation, the installation of all necessary infrastructure, such as, but not limited to, water mains, sanitary sewers, storm sewers, drainage facilities, roads, curbs and gutters, without the necessity of special assessments by the Township (except for streetlights). Building permits are available for the units within each Condominium (other than the Undeveloped Land) upon the completion of certain punch list items and the posting of the necessary performance guaranties for the completion of the final road wearing course, street lights, street trees and certain common area and open space landscaping within and/or adjacent to the applicable portion of a Condominium, in accordance with this Agreement.

P. On December 20, 2011, Blue Majestic became the fee simple owner of Lakewood Estates, Lakewood Villas, Lakewood Pointe and the vacant units within the Ponds At Lakewood. On May 14, 2012, the Township Board re-approved the PD Stage I and Stage II final site plans for the Project.

Q. Blue Majestic desires to immediately obtain building permits for the 72 developed units within Lakewood Estates, to obtain building permits for the remaining developed portions of the Project on a staged basis, and to develop the Undeveloped Land at a future date.

R. Section 1916 of Article XIX of the Township's Zoning Ordinance requires the execution of a Planned Development Agreement in connection with the approval of the PD (Planned Development) district, which shall be binding upon the Township, developers and their successors in interest and assigns. However, the Original Developer

failed to enter into a Planned Development Agreement with the Township, as required by Section 1916 of Article XIX of the Township's Zoning Ordinance.

S. The Township and Blue Majestic desire to enter into this Agreement to confirm the approvals that have been granted by the Township for the Project, to address the issuance of building permits for the developed portions of the Project and to address the development of the remainder of the Project in accordance with the applicable portions of the PD Stage I and Stage II final site plan approvals, as the same may be amended by this Agreement and to comply with Section 1916 of Article XIX of the Township's Zoning Ordinance.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Agreement, and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the Project, the parties agree as follows:

Article I

General Terms

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

1.2 Rezoning to PD District. The Township acknowledges and represents that the Property has been rezoned from RM-2 (Multiple Family) and R-3 (Single Family

Residential) to PD (Planned Development) district for the development of Lakewood and for purposes of recordation shall be referred to as Planned Development No. 14.

1.3 Approval of PD Stage II – Final Site Plan. The PD Stage II final site plans for the Project, 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. Such approved PD Stage II final site plans remain in effect as of the date of this Agreement.

1.4 Conditions of PD Stage II Final Site Plan Approval. Blue Majestic and Township acknowledge that the approved PD Stage II final site plans for the Project incorporate the approved conditions and requirements pertaining to the final site plans that were adopted by the Township Board in its resolutions, based upon the recommendations of the Township's Planning Commission, the Community Economic Development Department, and the professional consultants retained by the Township, as set forth in the Township's letters of May 10, 2005 and August 2, 2006, copies of which are on file with the Township.

1.5 Agreement Running with the Land. The terms of this Agreement shall be deemed to benefit the Property described on Exhibit A; shall be deemed a restrictive covenant which shall run with the land and be binding upon, and inure to the benefit only

of the parties, their successors-in-interest, and assigns. This Agreement may not be modified or rescinded except in writing by the parties or their respective successors in interest or assigns in accordance with Section 3.1 below. Regardless of any statement or inference in this Agreement to the contrary, no person or entity who is not a party or the successor of a party shall be deemed a beneficiary of this Agreement nor shall such person or entity have any other rights in reliance on this Agreement or development and shall have no right to enforce this Agreement or any covenants or restrictions agreed to by the parties or their successors in interest.

Article II

Provisions Regarding Development of the Condominiums

2.1 Permitted Principal Uses: The only permitted principal uses within the Condominiums shall be single-family and multiple family dwellings and permitted accessory buildings and amenities as provided in a PD zone pursuant to the provisions of the Township's Zoning Ordinance and this Agreement.

2.2 Issuance of Building Permits for Units: The Project, other than the Undeveloped Land, has been developed in accordance with the approved PD Stage II final site plans. Blue Majestic, or its successors or assigns, shall have the right to obtain building permits for Lakewood Estate units 1 through 72, inclusive, upon the completion of the punch list items that have been identified by the Township Community & Economic Development Department 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 Lakewood Estates Condominium that contains the 72 units, in accordance with Section 2.20 below. Blue Majestic, or its successors or assigns, shall be entitled to obtain building permits for units 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”), 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 Condominium for which Blue Majestic has requested building permits, in accordance with Section 2.20 below. 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 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 this Agreement shall continue in effect unless and until this Agreement is terminated by Blue Majestic and the Township.

2.3 Architectural Types. The Project was initially envisioned as containing four architectural types of homes. The Ponds at Lakewood consists of 72 units in 9 separate 8 unit buildings clustered at the north side of the development. Lakewood Estates consists of 116 approximately 60’ by 140’ site condominium units located on the south side of the Project, of which 72 units have been developed. Lakewood Pointe is located on the west central portion of the development and consists of 97 detached

condominium units, all of which have been developed. Lakewood Villas is located north of Lakewood Estates and south of Lakewood Pointe and consists of 65 two family dwellings totaling 130 units, of which 80 units have been developed.

2.4 Open Space Areas: The Original Developer recorded against the Project the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions dated May 18, 2007 and recorded in Liber 4627, Page 74 Washtenaw County Records (“Declaration”), which identifies the open space for the Project (the “Open Space”). The Open Space is also subject to an Agreement for Conservation Easement dated January 18, 2005, between the Original Developer and the Michigan Department of Environmental Quality, and recorded in Liber 4476, Page 906 Washtenaw County Records (the “Conservation Easement”). The Declaration and Conservation Easement govern the use and maintenance of the Open Space, in accordance with this Agreement. Blue Majestic shall form a non-profit corporation (the “Lakewood Association”) to own and maintain all Open Space within the Project (including the actual lakes) not contained in the four (4) Condominiums, as shown on the PD Stage II Final Site Plans. Each Condominium unit owner shall have the non-exclusive right to use the Open Space owned by Lakewood Association for the purposes provided in this Article II and in accordance with the provisions of the Declaration, the Conservation Easement, the Master Deed and the Bylaws for each Condominium and in accordance with such rules and regulations as may be adopted by the Lakewood Association or the respective Condominium associations. The Township acknowledges that the Open Space areas delineated on the approved PD Stage II Site Plans, including the lakes, meet the Township PD ordinance open space requirements.

The Open Space is to be used for wetland, storm water retention, recreation and open space purposes for the residents of the Project. No improvements shall be installed or constructed within the Open Space without the prior approval of the Township's Office of Community Standards, excepting those improvements installed by the Original Developer or Blue Majestic pursuant to the PD Stage II final site plans or any amendment thereto. Although no other improvements are currently contemplated, upon due application by Blue Majestic and approval by the Township, the PD stage II final site plans and this Agreement may be amended to permit the installation of improvements within the Open Space, which may include, without limitation, roads, driveways, sidewalks, landscaping, storm drainage improvements, gas, electric and cable vision facilities, sanitary sewers, water supply lines, recreational amenities, residential building sites, dwellings, and such other improvements as may be approved by the Township from time to time pursuant to plans approved by the Township.

2.5 Responsibility of Lakewood Association to Preserve, and Maintain the Open Space Areas. The Lakewood Association shall preserve and maintain the lakes and Open Space subject to the right of Blue Majestic to install, preserve, retain, maintain and repair the condominium improvements which are identified in the PD Stage II final site plans, as may be amended from time to time, and/or the plans and specifications for the Condominiums which have been or may hereafter be approved by the Township. The Lakewood Association shall be responsible for removing any man-made debris that is deposited in the Open Space. The Lakewood Association may establish reasonable rules for the regulation, maintenance and upkeep of the Open Space, including improvements, if any. Nothing in this Agreement shall prevent Blue Majestic from imposing in the

Declaration or any Master Deed, or amendments thereto, more restrictive terms and provisions with respect to the use of any portion of the Open Space. The Lakewood Association shall be governed by a Board of Directors. Blue Majestic shall have the right to appoint the members of the Lakewood Association Board of Directors during the time that Blue Majestic owns 20% or more of the available units or any other portion of the Project. Thereafter, the Board shall consist of one director from each Condominium Association. The Board shall make all decisions regarding the Open Space, subject to the right of the individual co-owners to vote on certain matters, as provided in the Declaration, and subject to the right of Blue Majestic, while it continues to own any units within the Condominiums or any other portion of the Project, to grant easements within the Open Space to install, preserve, retain, maintain and repair the condominium improvements which are identified in the PD Stage II final site plans, as may be amended from time to time, and/or the plans and specifications for the Condominiums which have been or may hereafter be approved by the Township. The Lakewood Association shall establish and levy assessments against the units within the all Condominiums for the purpose of performing the Lakewood Association's maintenance obligations with respect to the Open Space and for other proper purposes of the Lakewood Association. The Lakewood Association's assessment rights and each unit owner's assessment obligations are more fully set forth in the Declaration.

2.6 Township Right to Enforce Open Space Area Obligation. In the event the Lakewood Association fails at any time to preserve, retain, maintain or keep up the Open Space in accordance with this Agreement, the Township may serve written notice upon the Lakewood Association by certified mail, setting forth the manner in which the

Lakewood Association has failed to maintain or preserve the Open Space in accordance with this Agreement. Such notice shall include a demand that deficiencies of maintenance or preservation be cured within thirty (30) days of the notice unless otherwise regulated by Township Ordinance. If the deficiencies set forth in the original notice, or any subsequent notice, are not cured within the thirty (30) day period or any extension granted, the Township, in order to prevent the Open Space from becoming a nuisance and/or a threat to the public health, safety and general welfare, may enter upon the Open Space and perform the required maintenance and/or preservation and the cost, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each unit and shall constitute a lien on the Property and be placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

2.7 Successor Developers, and Assigns.

All successor developers and assigns, to the extent that their ownership interest in the Project permits them to operate as a developer for a particular portion of the Project, shall perform the duties of the developer and assumes the responsibilities and liability of the developer with respect to such portion of the Project.

2.6 Master Deeds and Bylaws. The Master Deeds and Bylaws for each of the four (4) condominiums have been approved by the Township and were recorded with the Washtenaw County Register of Deeds in Liber 4627, Page 75 (Lakewood Pointe), Liber 4627, Page 76 (Lakewood Estates), Liber 4627, Page 76 (Lakewood Villas) and Liber 4507, Page 663 (The Ponds). Blue Majestic shall have the right to re-name one or more of the Condominiums in its discretion.

2.7 Formation of Condominium Associations. The Original Developer formed a separate Michigan non-profit corporation for the administration of such Condominium (individually, an "Association"). However, with the exception of the Ponds Association, the Associations have been dissolved. Prior to the issuance of building permits within a Condominium, Blue Majestic shall either file the necessary instruments to reinstate the Association for the applicable Condominium or form a new Association to administer such Condominium. Blue Majestic shall have the right to change the name of an Association in its discretion. Each Association shall be responsible for maintaining the general common element areas of its respective Condominium for the common use and benefit of all residents and owners of units within such Condominium. Every owner of a unit shall be a member of an Association. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any unit. During the period that Blue Majestic is entitled to appoint the directors of an Association, Blue Majestic shall notify the Township Clerk and Community Watch Specialist of the names and addresses of each Director of such Association within seven (7) days of their appointment by Blue Majestic.

2.8 Association Assessments. Each Condominium Association shall establish and levy assessments against the units within its respective Condominium for the purpose of performing the Association's maintenance and repair obligations with respect to any general common elements within the Condominium and for other proper purposes of the Association. The Association's assessment rights and the unit owner's assessment obligations are more fully set forth in the Master Deed and Bylaws for such Condominium.

2.9 Storm Water Management. No part of the storm water detention areas within the Project shall be allowed to remain unkempt. All grass and growth shall be maintained and cut in accordance with Township ordinances. The inlets and outlets shall be kept functioning.

Without abrogating or limiting Blue Majestic's continuing responsibility to maintain the detention areas during the period of construction, Blue Majestic shall cause Lakewood Association or each Condominium Association to assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, etc., whether arising under this 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 has inspected the required improvements and is reasonably satisfied they are proper and complete. Upon the completion of the storm water and detention facilities within a portion of a Condominium and the approval of such storm drainage and detention facilities by the WCWRC, the Association of the Condominium that contains such facilities 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.

In the event Blue Majestic and/or the Associations at any time fail to maintain or preserve the detention areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner's Office may serve written notice by certified mail upon Blue Majestic and the applicable Association, as applicable, setting forth the deficiencies in Blue Majestic's or the

Associations' maintenance and/or preservation of the detention areas, inlet and outlet areas, etc., in accordance with this 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, etc., 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 assessed equally against each unit within the applicable Condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the detention areas, the inlet, and outlet areas and the Township's right to enforce this obligation against Blue Majestic and/or the Associations and/or the unit owners in the Condominiums are set forth in the Master Deeds and Bylaws for the Condominiums.

2.10 No Disturbance of Wetlands. No regulated wetlands within a Condominium shall be modified in any manner by any person or entity unless all necessary permits have been issued by all governmental units or agencies having jurisdiction over such wetlands within the Property.

2.11 Applicable Yard Setbacks. The parties acknowledge that the PD Stage II final site plans identify, for each unit within the Condominiums, the width and size of such unit, and a typical layout that shows the approved front yard, rear yard and side yard

setbacks for each unit in the Condominiums. Such approved setbacks have been selected to accomplish the preservation of natural resources and natural features, such as trees, views, vistas and topography. No exterior wall of a principal residence shall be erected or placed other than within the confines of the approved building area without the consent of the Township. Minor variances to the foregoing setback and yard requirements may be administratively approved by the Township Office of Community Standards, without the necessity of amending this Agreement.

2.12 Other Zoning Regulations. The Project and this Agreement are intended to conform to the PD II planned development regulations of the Township Zoning Ordinance. In the event of a conflict or inconsistency between this Agreement, the approved PD Stage II final site plans and the construction plans which have been prepared in accordance with the approved final site plans, versus the provisions of the Township Zoning Ordinance, the Township Site Condominium Ordinance or any other Township ordinances, rules and regulations which affect the development or zoning regulation of the Property, this Agreement, the PD Stage II final site plans and the detailed construction plans shall control and variances shall not be required.

2.13 Development Review. The PD Stage II final site plans, detailed construction plans for the Condominiums, and homes to be built within the Condominiums, 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 or the architectural standards governing home construction in the condominiums that became effective after August 1, 2006, the date of the approval of the PD Stage II final site plans

for Lakewood South. Detailed construction plans for land development have been reviewed and approved taking into consideration this Agreement, the 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.

2.14 Public Roads. All roads within the Condominium, except for those in the Ponds at Lakewood, shall be public streets, hard surfaced and constructed in accordance with the standards of the WCRC as approved. The roads in the Ponds at Lakewood are hard surfaced and have been constructed in accordance with the standards of the Township Private Road Ordinance, No. 97-174, as amended. During the various stages of road construction, Blue Majestic shall notify the Township Office of Community Standards 72 hours before all scheduled inspections by the WCRC, including but not limited to the following, if completed by Blue Majestic:

- a. finished sub grade surface,
- b. underground drainage and all utility installation,
- c. completed subbase,
- d. completed base course,
- e. concrete placement,
- f. bituminous placement.

Blue Majestic shall also provide the Township Office of Community Standards with copies of all inspection reports prepared and/or generated by the WCRC and provided to Blue Majestic in conjunction with the aforementioned paragraph, including but not limited to inspection reports for the various stages of road construction identified

as a-f above. To the extent not previously performed by the Original Developer, Blue Majestic shall provide a plan for signs and installation of street name signs within any portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits, according to WCRC specifications, and shall install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public.

2.15 Installation of Interior Sidewalks. Blue Majestic shall cause sidewalks to be installed within each portion of a Condominium for which Blue Majestic has requested and has been approved for the issuance of building permits, at the locations shown on the PD Stage II Site Plans. The Township acknowledges that Blue Majestic intends to contractually delegate the obligation to install all sidewalks to the builders who construct the residences upon the units in the Condominiums. All sidewalks installed within a Condominium shall be maintained by the Association for such Condominium or the co-owners of the units, as provided in the Master and Bylaws for each Condominium. Upon the completion of any other general common element improvements within a Condominium, the Condominium Association shall be responsible for the maintenance and repair of such improvements, and Blue Majestic shall have no further obligation or liability in connection therewith once said improvements have been inspected and approved by the Office of Community Standards.

2.16 Public Sewer and Water. The Condominiums have been, and any portions of the Undeveloped Land that are developed shall be, developed with public sanitary sewers as approved by the YCUA and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations. The

Condominiums have been developed with public water mains as approved by YCUA and the Michigan Department of Public Health, and any portion of the Undeveloped Land that is developed shall be developed with public water mains as approved by YCUA and the Michigan Department of Public Health, and subject to applicable laws and regulations. All standard connection, inspection, costs and fees imposed from and after the date of this Agreement by the Township with respect to the issuance of building permits in the Project, including but not limited to engineering inspections, shall be paid by Blue Majestic, or its successors or assigns (e.g. builders or homeowners). In no event shall the Township be responsible for reimbursing Blue Majestic, its successors and assigns or any unit owner for costs incurred as required under this Section.

2.17 Easements for Sewer and Water. To the extent not previously done so by the Original Developer, Blue Majestic shall dedicate all necessary easements to the Township for the construction and maintenance of public sanitary sewers and water within each portion of the Project that has been developed.

2.18 Street Lighting. To the extent not previously done so by the Original Developer, Blue Majestic shall petition the Township for the creation and establishment of a Special Assessment District for the purpose of defraying the costs of the annual maintenance and operation of street lighting by special assessments against all of the units in Lakewood Estates, Lakewood Villas and Lakewood Pointe. Street lighting in the Ponds of Lakewood will be private, and maintained by the Ponds at Lakewood Association. The creation and establishment of the special assessment district for the purpose of street lighting shall be finalized for the portion of the Project for which building permits are requested prior to the issuance of certificates of occupancy within

such portion of the Project. Upon the creation and establishment of the special assessment district for purposes of street lighting, Blue Majestic shall install within each special assessment district for which Blue Majestic has requested and has been approved for the issuance of building permits, street lighting which meets or exceeds the minimum residential street lighting standards of the DTE Energy and such installation shall be completed prior to the issuance of certificates of occupancy in such portion of the Project.

2.19 Letter of Credit for Improvements in Open Space. The Original Developer provided a layout to the Township showing all Open Space improvements which are proposed to be installed. With respect to each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits, Blue Majestic will obtain an irrevocable letter of credit or cash in favor of the Township or other governmental entities to secure the cost of the open space improvements within or associated with such portion of the Project. The letter of credit shall be based on specifications and estimates prepared by Blue Majestic in an “itemized estimate” to the Township and approved by the Office of Community Standards. All such improvements shall be installed as agreed upon between Blue Majestic and the Township and in accordance with the Final Landscape Plan approved by the Township and any amendment agreed to by Blue Majestic and the Township. As the improvements are made, the Township shall from time to time refund to Blue Majestic the amount allocated to the completed work, and, if Blue Majestic has posted a letter of credit, the Township shall allow the substitution of such letter of credit with a reduced letter of credit for the amount of the incomplete work.

2.20 Payment in Lieu of the Construction of Tennis Courts, Associated Parking, and Playground Amenities Required in the Condominium Development for Lakewood Villas. The approved PD Stage II final site plans for the Project identify tennis courts, associated parking and playground amenities within the Condominium development of Lakewood Villas. In lieu of being obligated to install the foregoing recreational amenities, Blue Majestic agrees to remit to the Township the sum of Fifty Three Thousand, Dollars (\$53,000.00) concurrent with the Township's issuance of the first building permit following the date of this Agreement, and Blue Majestic shall remit to the Township the additional sum of Fifty Three Thousand Dollars (\$53,000) on the earlier to occur of the date on which the fiftieth (50th) building permit has been issued for the Project following the date of this Agreement or the third (3rd) anniversary of the date of this Agreement. However, if prior to the date the second payment installment is due, Blue Majestic installs or improves any recreational amenities within the Project pursuant to plans approved by the Office of Community Standards and Blue Majestic provides to the Office of Community Standards reasonable evidence of the costs incurred by Blue Majestic, the amounts paid by Blue Majestic for the installation or improvement of recreational amenities shall be credited against the second Fifty Three Thousand Dollar (\$53,000) payment to the Township. For example, if Blue Majestic incurs \$43,000 to install or improve recreational amenities, the second payment installment will be \$10,000 and if Blue Majestic incurs greater than \$53,000 to install or improve recreational amenities, the second payment installment will be zero. Blue Majestic acknowledges that if it incurs greater than \$53,000 to install or improve recreational amenities, the

Township shall have no obligation to refund any portion of the first \$53,000 payment made by Blue Majestic to the Township under this Section.

Upon the payment to the Township of the sum of One Hundred Six Thousand Dollars (\$106,000) less any credit for the cost of any recreational amenities installed or improved by Blue Majestic, Blue Majestic shall be released from any further obligations with regard to providing the above referenced recreational amenities within Lakewood Villas.

2.21 Escrows for Infrastructure Improvements. Blue Majestic shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements within any portions of the Project for which Blue Majestic has requested and has been approved for building permits or for any portion of the Undeveloped Land that Blue Majestic is developing, including, mass grading, underground and site improvements such as, but not limited to, water mains, sanitary sewers, WCWRC storm sewers, sidewalks, bike paths and footpaths, parking lot lights, retention ponds and any other site improvements required by the Township, with respect to the portions of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits and any portion of the Undeveloped Land being developed by Blue Majestic. Blue Majestic may satisfy the foregoing escrow requirement in all or in part by escrow agreements for such improvements with other governmental entities (e.g. the WCRC, the WCWRC, YCUA, etc.) and to the extent any of the foregoing governmental entities hold performance guaranties for any such

improvements, Blue Majestic shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. Blue Majestic shall deliver to the Township Treasurer's office copies of all such escrow agreements with other governmental entities. The amount required to be escrowed may be reduced incrementally as improvements within such portions of the Project are accepted and approved and the Township agrees that, at Blue Majestic's request, funds held in escrow by the Township will be released to Blue Majestic for completed portions of the Project. The Township will use its good faith commercially reasonable efforts to release such funds to Blue Majestic within thirty (30) days from the Township's receipt of a written request for payment from Blue Majestic, and in any event, such funds shall be released by the Township to Blue Majestic's within forty-five (45) days from the Township's receipt of a written request for payment from Blue Majestic.

2.22 Street Trees. Blue Majestic shall install or cause to be installed trees within the street right-of-way line of each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits, in accordance with the approved Final Landscape Plan with respect to the Condominiums and any amendments thereto approved by the Township. Where necessary or advisable due to site conditions, sight requirements of the WCRC, the location of public or private utilities or similar factors, such street tree installation may deviate from the Final Landscape Plan, provided that the Plan's average separation is maintained throughout the Condominiums. To secure such obligation for any portion of the Projects for which Blue Majestic has requested and has been approved for the issuance of building permits, Blue Majestic shall post with the Township security, plus a 10% inspection fee, for such street tree

installation in the form an irrevocable bank letter of credit or check to the Township in an amount reasonably determined by the Township necessary to secure the installation of street trees within such portions of the Project. Blue Majestic may contractually assign these street tree installation obligations to a third party, including residential builders, provided Blue Majestic remains directly liable for the installation of street trees in the applicable portions of the Project. However, Blue Majestic may be relieved of these street tree installation obligations for a particular unit and Blue Majestic's security obligation shall be reduced pro-rata if a third party replaces Blue Majestic's security with its own security. Blue Majestic shall be responsible for replacing any street tree on a particular unit which is determined by the Township's inspector within one (1) year after such street tree's installation to be diseased, dead or dying; provided that, if a third party has posted the security for the installation of the applicable street tree, such third party shall be responsible for the replacement of such tree. Following the expiration of such one (1) year period, the applicable Association or the unit owners shall have the obligation to replace diseased, dead or dying street trees, as provided in the Master Deed for each Condominium and Blue Majestic and/or its assignee shall have no further obligations in connection therewith. The Township shall reduce Blue Majestic's security, on a pro rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Blue Majestic retains with the Township security to cover the reasonable cost of inspection by the Township.

2.23 Monuments/Corner Markers. In the event the Original Developer did not install all required monuments and unit irons within the developed portion of the Project, Blue Majestic shall post with the Township security for the placement of

monuments and corner markers for each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits and Blue Majestic shall post with the Township security for the placement of monuments and unit irons for any portion of the Undeveloped Land being developed by Blue Majestic. Such security shall be in the form of an irrevocable bank letter of credit or check to the Township in the amount required under Ordinance No. 74, Article 21, Section 2116, also known as the Township's Condominium Ordinance. The security shall be released to Blue Majestic if the Township is furnished a statement from a surveyor that he has caused all of the monuments and unit irons shown on the final site plan for the applicable portion of the Project to be located in the ground.

2.24 Construction Access. Blue Majestic shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from a construction site, including placing brine on the roads when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, if applicable, the expense of which shall be borne exclusively by Blue Majestic. Blue Majestic further agrees to direct all truck traffic onto paved roads whenever possible.

2.25 Engineering Plans and Certification.

(A) The Township acknowledges receipt of a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within the developed portion of the Project have been constructed in accordance with this Agreement, the PD Stage II final site plans and engineering plans reviewed by the Township. With respect to each portion of the

Undeveloped Land that is developed by Blue Majestic, Blue Majestic shall furnish a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within such portion of the Undeveloped Land have been constructed in accordance with this Agreement, the PD Stage II final site plans and engineering plans reviewed by the Township. In addition, following the completion of the roads within a portion of the Project, Blue Majestic shall furnish evidence reasonably satisfactory to the Township that the public roads installed by the Original Developer or Blue Majestic within such portion of the Project have been determined by WCRC to be constructed in conformance with WCRC specifications and have been dedicated to and accepted by WCRC.

(B) The Township acknowledges receipt of "as built" engineering plans (3 copies, microfilmed), reviewed and approved by the Township Engineer, showing all site improvements installed within the developed portion of the Project per Township specifications. Following the completion of any portion of the Undeveloped Land that is developed by Blue Majestic, Blue Majestic shall furnish "as built" engineering plans (3 copies, microfilmed), reviewed and approved by the Township Engineer, showing all site improvements installed within the developed portion of the Undeveloped Land per Township specifications. All inspections for water and sewer (sanitary and storm) installations within a portion of the Project are to be performed by Township and YCUA engineering inspectors, with applicable fees.

(C) Blue Majestic shall furnish a "project engineer's certificate" for each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits, and any portion of the Undeveloped Land being

developed by Blue Majestic, indicating that all soil erosion and sedimentation measures for such portion of the Project have been compiled with, according to local Ordinance #102 and part 91 of Act 451 of the Public Acts of 1994.

2.26 Underground Utilities. To the extent not previously installed, Blue Majestic shall cause to be installed underground within each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits and within each portion of the Undeveloped Land being developed by Blue Majestic, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. Blue Majestic shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not established by the Original Developer.

2.27 Removal of Construction Debris. Blue Majestic shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within any portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits and within any portion of the Undeveloped Land being developed by Blue Majestic and within two weeks of completion or abandonment of construction of such portion of the Project. Blue Majestic or their designated builder shall provide temporary containment units for the storage of debris and discarded building material until such time that the materials are scheduled to be removed. No burning of discarded construction material shall be allowed.

ARTICLE III

MISCELLANEOUS PROVISIONS

3.1 **Modifications.** This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement or their successors in title. Until all rights and responsibilities under this Agreement are turned over to the Associations, Blue Majestic and the Township shall be entitled to modify, replace, amend or terminate this Agreement by consent, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Property, including unit owners, mortgagees and others. After all rights and obligations under this Agreement are transferred to the Associations, the Associations, the Township and Blue Majestic (but only so long as the Blue Majestic owns and offers for sale any unit in the Condominiums or other portion of the Project) shall be entitled to modify, replace, amend or terminate this Agreement. However, Blue Majestic may, in its sole discretion, change the names of each Condominium for marketing purposes at any time before turnover, without requiring an amendment to this Agreement.

3.2 **Pre-Construction Meeting with Builders; Plans and Elevations.** The parties acknowledge that Blue Majestic intends that individual residences in the Condominiums will be constructed by one or more builders affiliated with Blue Majestic or by builders who have purchased units from Blue Majestic. Prior to a builder commencing the construction of detached dwellings within a portion of the Project, the proposed plans and elevations for the homes to be constructed by such builder within such portion of the Project shall be submitted to the Township Office of Community Standards for approval. In addition, prior to the commencement of construction within a

portion of the Project, Blue Majestic shall schedule a meeting among itself, the builder or builders within such portion of the Project and the Township's Office of Community Standards to review the applicable policies, procedures and requirements of the Township with respect to construction of the detached dwelling units within such portion of the Project.

3.3 Blue Majestic's Marketing Procedures. In recognition of the scope of this Project, Blue Majestic may utilize one sales trailer for each of the four (4) Condominiums until a model for each Condominium is constructed and approved by the Township for use by Blue Majestic. To expedite the removal of sales trailers, Blue Majestic may construct a model in each Condominium before utility installation is completed.

3.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

3.5 Approval by the Parties. This Agreement has been approved by Blue Majestic and the Township, as evidenced by the Township's governing body resolutions, dated _____, 20__.

3.6 Execution in Counterparts. This Agreement 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.

3.7 Headings; Construction. The various headings of this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement 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.

3.8. Partial Validity; Severability. If any term or provision of this Agreement or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

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

3.11 Easements. The Township shall accept all easements for public utilities and all roads except those in the Ponds of Lakewood.

3.12 Ratification of Agreement. The Township confirms and ratifies its agreements and undertakings as set forth in this Agreement.

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

3.14 Recordation of Agreement. The Township will record this Agreement with the Washtenaw County Register of Deeds.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and date set forth above. This Agreement is not intended to create contractual rights for third parties. It may be enforced, amended or rescinded only by the parties or their successors in interest. The obligations of Blue Majestic contained here shall be binding on successors and assigns in ownership of the Condominiums.

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

Blue Majestic:

Blue Majestic LLC

By: 
SCOTT R. Jacobson

Its: Authorized Representative.

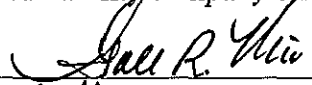
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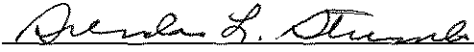
COUNTY OF _____)

On this 19 day of MARCH, 2013, the foregoing instrument was acknowledged before me by Scott R. Jacobson, Authorized Representative of Blue Majestic LLC, a Michigan limited liability company on behalf of the company.

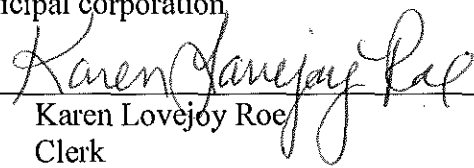
GALE R. MIO
Notary Public, State of Michigan
County of Oakland
My Commission Expires 08-06-2014
Acting In the County of _____


GALE R. MIO, Notary Public Oakland County, MI
Acting in the County of _____, State of Michigan
My Commission expires: 8-6-2014

Charter Township of Ypsilanti, a Michigan Municipal corporation

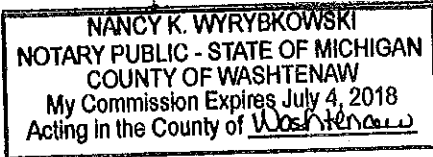
By: 
Brenda L. Stumbo
Its: Supervisor

Charter Township of Ypsilanti, a Michigan Municipal corporation

By: 
Karen Lovejoy Roe
Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF Washtenaw)

On this 8th day of April, 2013, the foregoing instrument was acknowledged before me by Brenda L. Stumbo, Supervisor, and Karen Lovejoy Roe, Clerk, of Charter Township of Ypsilanti, a Michigan Municipal corporation on behalf of the corporation.



Nancy K. Wyrzykowski
Nancy K. Wyrzykowski Notary Public Washtenaw County, MI
Acting in the County of Washtenaw, State of Michigan
My Commission expires: 07-04-2018

[Approved as to form & substance]

[Approved as to form only:]

DRAFTED BY:

Mark S. Cohn
Seyburn Kahn
2000 Town Center, Suite 1500
Southfield, Michigan 48075

WHEN RECORDED RETURN TO:

Wm. Douglas Winters
McLain & Winters
61 N. Huron St.
Ypsilanti, MI 48197

EXHIBIT A

ENTIRE PARCEL

DESCRIPTION OF A 254.51 ACRE PARCEL OF LAND IN THE WEST ¼ 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 Road (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.

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2015-30**

PAYMENT OF RECURRING BILLS

WHEREAS, during the 2000 Audit report by the Township auditor, Post, Smythe, Lutz & Ziel during a working session held on June 19, 2001, it was recommended that a resolution be adopted for payment of recurring bills in order to avoid late fees and/or charges and to take advantage of discounts;

NOW THEREFORE,

BE IT RESOLVED, that the Charter Township of Ypsilanti Board of Trustees hereby authorizes payment of the following recurring bills in advance of regular Board meetings, all subject to later ratification by the Board:

DTE Energy
Verizon
AT&T
Comcast
Waste Management
Guardian Alarm
Ypsilanti Community Utilities Authority
Current Tax Collection Checks
Midwest Golf & Turf
Wex Bank
Wells Fargo Financial Leasing Inc.
Blue Cross Blue Shield
Vision Service Plan
Delta Dental
Standard Insurance Company
Choice Strategies
MERS
Internal Revenue Service
State of Michigan
Friend of the Court
Michigan AFSCME, Council 25
Teamsters Local 214
Sec./Treas., Local 1830
Colonial Life Insurance
Vanguard Group
Charter Twp. of Ypsi. Police & Firefighters Ret.
Nationwide Retirement Solutions
United Way
Garnishments and Levies as Court Ordered

Charter Township of Ypsilanti
Resolution No. 2015-31

Vacant Property Fee Schedule

WHEREAS, the Township Board of Trustees has adopted Ordinance No. 2015-450 amending Chapter 48 Article IV of the Code of Ordinances regarding vacant property registration to include vacant commercial and industrial property.

WHEREAS, the Township previously adopted Resolution No. 2014-11 establishing a fee schedule to offset the Township's costs of registration, inspection, recordkeeping and securing vacant residential property.

WHEREAS, Resolution No. 2014-11 now needs to be amended to include fees to offset the Township's costs of registration, inspection, recordkeeping and securing commercial and industrial vacant property.

NOW THEREFORE,

BE IT RESOLVED, that the following amended fee schedule is adopted:

VACANT PROPERTY FEES:

\$100	Residential property annual registration and certification inspection
\$100	Commercial/Industrial annual registration and certification inspection
\$50/hr	Commercial/Industrial inspections exceeding one hour duration on-site
\$ 50	Late registration plus the cost of a title search if necessary to identify the owner (if applicable)
\$ 30	Re-inspection required to verify cited code violations for certification
\$ 75	Township staff response to unsecured structure plus actual cost incurred by Township to secure structure if owner fails to secure structure within a reasonable amount of time
\$150	Administrative search warrant to inspect vacant structure, if owner permission to enter is not provided within a reasonable amount of time

Charter Township of Ypsilanti Resolution No. 2015-32

Amendment to Professional Service Fees For Township, Attorney, Planner, Engineer and Fire Department

WHEREAS, the Charter Township of Ypsilanti has previously adopted Professional Fees for Township, Attorney, Planner, Engineer and Fire Department which schedule is from time to time amended; and

WHEREAS, the Charter Township of Ypsilanti has recently adopted a policy resolution regulating collection bins that requires an administrative site plan amendment and a permit fee; and

WHEREAS, the Charter Township of Ypsilanti wishes to amend Resolution No. 2014-36, Professional Fees for Township, Attorney, Planner, Engineer and Fire Department by adding the following fees and hourly rates:

Nonresidential Administrative Site Plan Amendment

- Township Fee: \$150
- Planner Fee: \$90/hr with two hour minimum deposit to include site plan review, parking calculations, setback verifications and on-site visit
- Engineer Fee: \$500/hr if necessary
- Fire Dept Fee: \$75 if necessary

Collection Bin Permit

- Township Fee: \$200
- Policy Violation Response Fee: \$75 per valid occurrence plus actual abatement costs if necessary

NOW THEREFORE,

BE IT RESOLVED that the Charter Township of Ypsilanti amends Resolution No. 2014-36 by adding the above described fees and hourly rates for the regulation of collection bins.

BE IT FURTHER RESOLVED that any previous Professional Service Fees not in conformity with those contained in this resolution shall be repealed.

BE IT FURTHER RESOLVED that the fees and hourly rates contained in this resolution to amend the existing fee schedule for Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department shall become effective on September 24, 2015.

RESOLUTION NO. 2015-33

CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure from Huron St. (at Ypsilanti Township/Ypsilanti City Line) to 7200 S Huron River Dr., then to 9075 S. Huron River Dr. on Saturday, October 3, 2015, from 8:00am to 11:00am. for 1st Annual Ypsilanti Area Unity March

WHEREAS, the Township of Ypsilanti has approved the temporary closure of S. Huron to 9075 S. Huron River Dr. 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 Michael White, Fathers of Hope, be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2015-34

RENEWABLE ENERGY STRATEGY

Whereas, the Charter Township of Ypsilanti (Township) wishes to reduce the carbon footprint from the use of electricity at Township owned facilities; and

Whereas, The Charter Township of Ypsilanti wished to continue to support the Ford Lake Hydro Electric Station (Hydro Station) by utilizing renewable energy credits (RECs) from the Hydro Station; and

Whereas, using RECs will reduce the Townships carbon footprint; and

Whereas, The Township Board now establishes a Renewable Energy Strategy to be administered by the Hydro Station and establishes fees for said RECs; and

Whereas, the Township wishes to sell excess RECs; and

Whereas, the Township Board approves the Township Supervisor and Township Clerk to sign external RECs Sales Agreements; and

Whereas, The Township Supervisor and Township Clerk may accept a lower sale price for RECs when it is in the best interest of the Township; and

Now Therefore,

Be it Resolved, that the attached fee sheet is hereby established;

Be it Further Resolved, that all previous resolutions regarding RECs are hereby revoked.

Be it Further Resolved, that Resolution 2015-34 shall become effective October 1, 2015.



Renewable Energy Strategy

Date: September 2015

Contents

Renewable Energy Strategy

Purpose 1

Terminology 1

History 2

Focus 2

Calculation and Transfer Procedure 3

Pricing & Fees 3

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Oversight 4

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RECs Sales Agreement..... 7

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Renewable Energy Strategy

Purpose

Ypsilanti Township (Twp.) desires to be a good steward to the environment it serves. The goal of the Renewable Energy Strategy is to reduce the carbon footprint from the electricity used in Township-owned facilities and to continue to support the Township's owned and operated renewable energy project through the purchase of the project's RECs. To provide a prioritized plan for internal use and external sales, so staff can fulfill the Township Board's directives thru a Board Resolution.

Terminology

Renewable Energy - Electricity generated from naturally replenished sources like wind, solar, bio-mass, geothermal, and water.

KWh - The kilowatt-hour is commonly used as a billing unit for energy delivered to consumers by electric utilities.

MWh - The megawatt-hour is commonly used as a billing unit for larger volumes of energy delivered to consumers by electric utilities. 1 MWh equals 1,000 KWh.

MIREC - Accounting system that tracks RECs within the State of Michigan.

REC - Renewable Energy Credit. While RECs are not actually a measure of power, each REC represents one megawatt hour (MWh) of renewable-generated energy. For each REC purchased, the customer is able to claim the equivalent MWh of energy reduction as an offset to their conventional energy use.

Expired - After a REC exceeds three (3) years from the month created, they cannot be used or transferred.

Retired - When a REC is applied to a facility for the purpose of claiming the renewable attributes, it then is considered retired.

Suggested Sale Price (SSP) - USD Price set by the Township Board of Trustees.

USD- United States Dollar.

History

The Ford Lake Hydroelectric Station (Hydro Station) was part of Henry Ford's Village industries, built to provide electrical power to the Ford Motor Company's Ypsilanti Plant. In 1968, Ford Motor Company gift deeded the dam and land around the dam to the Twp. and the City of Ypsilanti. The two organizations created Joint Ypsilanti Recreation Organization (JYRO) to manage the dam and parks around the lake. JYRO was later dissolved and the Twp. retained the ownership of the dam and lands.

Since the early 1980's power generated from the Hydro Station was sold to the Detroit Edison Company (DTE) and the revenue helped cover the cost to maintain the dam and powerhouse. The existing DTE contract goes until 2028.

In 2003, the Twp. received a new 30 year operating license from the Federal Energy Regulatory Commission (FERC) which allows the Hydro to continue generate electricity and fulfill the DTE contract.

In 2008, the Michigan Legislature passed Public Act 295 (PA), which required certain utility companies to have ten percent (10%) of the electrical generation come from renewable sources by the end of 2015. This PA also created a system called MIREC to account for tracking of the renewable energy credits (RECs).

The Hydro Station participates with MIREC under DTE; DTE manages the RECs on behalf of the Township. The PA 295 outlined conditions on ownership of RECs and, in the case of the Hydro, DTE receives four (4) of every five (5) RECs because of the existing Power Contract. That leaves one (1) of every five (5) RECs for the Twp. to sell or use at their discretion.

In 2012, the MIREC system began tracking the RECs and utility companies began using those RECs for compliance under PA 295. From 2012 to 2014, less than successful attempts made by the Township to sell the RECs on a long term basis, proved challenging and not cost-effective.

Focus

The Focus is to reduce the Twp.'s carbon footprint by using renewable power at Township-owned facilities. This can be accomplished by Board Resolution adopting the Renewable Energy Strategy for utilizing and prioritizing the available RECs from the Twp.'s Hydro Station.

The following sites that benefit from this Strategy are:

- Civic Center
- 14-B Court
- Law Enforcement Center
- Holmes Road Station
- Community Center
- Green Oaks Golf Course
- Fire Station #1
- Fire Station #3
- Fire Station #4
- Compost Site
- Civic Center Garage

Facilities that are participating under this strategy will receive an acknowledgment of environmental awareness.

Calculation and Transfer Procedure

This strategy requires the development and to maintain a procedure in order to accurately track available RECs from the Hydro Station and apply/transfer needed RECs to the facility or buyer. Once a REC is generated, it has a three (3)-year shelf life, during which time, RECs can be applied to a facility or transferred to an outside party.

This procedure is called: Renewable Energy Strategy Procedure, and outlines in detail the steps needed to transfer or sell the available RECs.

In order to meet a 100% renewable goal for the “Focus” facilities listed in this strategy, it is estimated that 1,400 RECs will be needed each year. On average, the Township would have about 1,800 RECs available to be used internally and/or transferred to other parties. Unused RECs can carry over to the next year or until they reach a vintage life of three (3) years.

Pricing & Fees

Each year, the Twp. Board of Trustees will set the suggested sale price (SSP) for one (1) REC (each) for the upcoming year.

The Renewable Energy Strategy Procedure includes the instruction how invoicing is done for internal and external users/buyers. Internal users are billed for RECs needed to achieve up to 100% renewable energy.

Example:

Facility “A” used 291.4 MWH of electricity for the year and can be labeled as renewable power when it is linked to a REC.

Example- Facility A consumed 291.4 MWH for a year.

292 RECs would be needed from the Hydro Station in order to make the statement 100% from Renewable Hydro Power

292 RECs x SSP rate = invoice amount

External offers from companies or organizations are allowed if permitted by the Resolution and if there are RECs available for transfer. Transfers outside the MIREC System may be subject to fees from the Township's MIREC System Representative (DTE). Offers from external buyers that are less than the SSP would need the approval of the Township Supervisor.

Carbon Footprint Reduction

To help quantify the Township's efforts on reducing the carbon footprint, a mathematical calculation can be done to determine the amount of carbon emissions that were avoided by using RECs. This calculation can be found in Appendix A.

Example: Civic Center in 2014 used 291.4 MW of electricity

512,572 total lbs. of CO² that would be avoided by using RECs.

Oversight

The Strategy and Procedure will be managed by the:

Hydro Station

Renewable Energy Strategy (DRAFT)

2015 FEE SHEET

The Suggested Sales Price for (SSP):

Renewable Energy Credits from the Ford Lake Hydroelectric Station (Hydro Station)

ID # GEN119

REC / IREC \$ 1.00 USD

RENEWABLE ENERGY CREDITS ("RECs") PURCHASE AND SALE AGREEMENT ("Agreement")

Buyer: XX.	Address:
Buyer Contact : Contact Name:	Contact Telephone Number: Contact Fax Number: Contact E-mail:
Seller: Charter Township of Ypsilanti Ford Lake Hydroelectric Station	Address: 7200 S. Huron River Dr. Ypsilanti, MI 48197
Seller Contact: Contact Name:	Contact Telephone Number: Contact Fax Number: Contact E-mail:
Transaction Date:	
Product:	Michigan RECs/IRECs
Vintage:	Month/year to month/year
Quantity:	XX
Purchase Price:	Seller shall sell to Buyer, and Buyer shall purchase from Seller, the RECs for the purchase price set forth below. \$X.XX per REC for each delivered REC
Transfer of RECs:	Seller shall transfer to Buyer via MiREC a X,XXX RECs/IRECs on or before MONTH DAY, 20xx.
Payment:	<p>Seller shall invoice Buyer for payment not later than three (3) business days after transfer of RECs to Buyer. Payment by Buyer to Seller shall be due five (5) business days after transfer of RECs. All funds to be paid to Seller shall be rendered in the form of immediately available funds (U.S. Dollars) by check or in such other form as agreed to by the parties. If either party fails to remit any amount payable by it when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published by in <i>The Wall Street Journal</i> plus two percent (2%) from the date payment is due to the date of payment.</p> <p>Seller's Payment Instructions:</p> <p style="padding-left: 40px;">Make check payable to: Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197</p>
General Terms and Conditions:	<p><u>Representations and Warranties of Seller.</u> Seller represents and warrants to Buyer that (i) each REC meets the specifications set forth in this Agreement; (ii) Seller has good and marketable title to the RECs; (iii) all right, title and interest in and to the RECs are free and clear of any liens, taxes, claims, security interests, or other encumbrances; and (iv) Seller has not made any claims that the energy associated with the RECs is renewable energy. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.</p> <p><u>Event of Default.</u> For purposes of this Agreement, a party shall be in default (each of the following, an "Event of Default"): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within seven (7) business days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made and such party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within seven (7) business days of written notice from the other party; or (iv) if a Party makes an assignment or any general arrangement for the benefit of its creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it, and such petition is not dismissed within sixty (60); or otherwise becomes bankrupt or insolvent (however evidenced).</p> <p><u>Remedies upon Default.</u> If either Party is in default, the non-defaulting party may select any or all of the following</p>

remedies: (i) upon two (2) business days' written notice to the defaulting party, terminate this Agreement, (ii) withhold any payments and deliveries due in respect of this Agreement, and (iii) exercise such other remedies available at law or in equity.

If Buyer is in default and Seller elects to terminate this Agreement, then Buyer shall pay Seller, within ten (10) business days of invoice receipt, an amount equal to the sum of (i) the contract price multiplied by the contract quantity for any RECs delivered to Buyer for which Seller has not been paid, and (ii) the positive difference, if any, obtained by subtracting the market price, as reasonably determined by Seller, for the RECs from the contract price multiplied by the amount of RECs not received, plus reasonable third party fees (including broker fees) and legal costs incurred by Seller in enforcement and protection of its rights under this Agreement.

If Seller is in default and Buyer elects to terminate this Agreement, then Seller shall pay Buyer, within ten (10) business days of invoice receipt, an amount equal to the positive difference, if any, obtained by subtracting the contract price from the market price, as reasonably determined by Buyer, for the RECs multiplied by the amount of RECs not delivered, plus reasonable third party fees (including broker fees) and legal costs incurred by Buyer in enforcement and protection of its rights under this Agreement. In no event does the foregoing relieve Buyer of its obligation to pay Seller the contract price multiplied by the contract quantity for any RECs delivered to Buyer for which Seller has not been paid.

Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF PROFITS (EXCEPT TO THE EXTENT THAT ANY DIRECT DAMAGES INCLUDE AN ELEMENT OF PROFIT).

Confidentiality. The parties agree to keep confidential the contents of this Agreement and any information made available by one party to the other party with respect to this Agreement.

Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party, and any of said other party's affiliates, directors, officers, employees, agents and permitted assigns, from and against all claims, losses, incidents, liabilities, damages, judgments, awards, fines, penalties, costs, and expenses (including reasonable attorneys' fees and disbursements) directly incurred in connection with or directly arising out of: (i) any breach of representation or warranty or failure to perform any covenant or agreement in this Agreement; or (ii) any violation of applicable law, regulation or order by said party including any adverse liens, claims or encumbrances on the RECs.

Notices. All notices, demands, and other communications hereunder shall be effective only if given in writing and shall be deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted by facsimile (with confirmation of transmission); or (iv) five (5) business days after being deposited in the United States mail, first-class, registered or certified, return receipt requested, with postage paid. For purposes hereof, all notices, demands and other communications shall be sent to the contacts and addresses above (or to such other address furnished in writing by one party to the other party).

Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Agreement, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

Amendment. This Agreement may be amended at any time, but only by a written agreement signed by both parties.

No Waiver. No delay or omission by a party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof. If any of the terms and conditions herein are breached and thereafter waived in writing by a party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

Severability. If any provision or portion of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

Complete Agreement. This Agreement represents the parties' final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, excluding any choice of law or conflicts of law rules or principles that would result in application of the laws of a different jurisdiction.

Dispute Resolution. Any dispute or claim between the parties arising from this Agreement not resolved by negotiation in good faith within thirty (30) days will be settled by arbitration pursuant to the then applicable Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held in Houston, Texas. Either party may initiate such arbitration upon seven (7) days advance written notice to the other party. The parties shall divide equally the costs of the arbitrator and arbitration hearing, and each party shall be

	<p>responsible for its own expenses and those of its legal counsel or other representatives. The parties agree that any determination of the arbitrator shall be final and binding and that judgment on the award in arbitration may be entered in any court of competent jurisdiction.</p> <p><u>Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.</p> <p><u>Forward Contract.</u> This Agreement constitutes a “forward contract” and each party represents and warrants that it is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.</p>
--	---

By signing below, the parties agree to be bound by the terms and conditions contained in this Agreement.

Buyer:		Seller:	
<i>Signature:</i>	<i>Title:</i>	<i>Signature:</i>	<i>Title:</i>
<i>Printed Name:</i>	<i>Date:</i>	<i>Printed Name:</i>	<i>Date:</i>

Appendix A

To help quantify the Township's efforts on reducing the carbon footprint, a mathematical calculation can be done to determine the amount of carbon emissions that were avoided by using RECs.

DTE Energy website reports that 1774 lbs. of CO² per MW came from DTE fossil and unclear generation for year 2013.

Hydropower emissions are only 15 lbs. of CO² per MW

Net 1,759 lbs. of CO² per MWh **avoided** from being released by using RECs.

Calculation formula

1774 lbs. - 15 lbs. = 1759 lbs. per MW of CO² avoided

1,759 lbs. x annual electricity used by building (MWh) = total lbs. of CO² that are avoided by using RECs.



Civic Center

**100% Electricity used in this
facility was from Renewable
Sources in 2014**



Following the Renewable Energy Strategy by Resolution #

Fact Sheet

Calendar Year: **Example**

Location: **Civic Center**

Usage:

In 2014, this location used 291.6 MWH of electricity.

Hydro Station (Renewable Energy Credits)	100 %	291.600 MWh
Total Renewable Energy used by Location	100 %	291.600 MWh
Hydro Station (Renewable Energy Credits)	292	

512,924 lbs. of CO2 avoided by using Hydro RECs

** (1,774 lbs. of CO2 per MWH from DTE generation – 15 lbs. of CO2 per MWH from Hydro)

DATE: _____

title



www.ytown.org/hydrostation/reducingcarbonfootprint

ENGINEER'S ESTIMATE BASED ON BID RESULTS

Project: Speed Hump Installation
 Location: Berkley Ave, Ypsilanti Twp.
 Date: 9/9/2015



ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP INSTALLATION	3	EA	\$3,990.00	\$11,970.00	<i>Contractor Install</i>
	PVMT MKGS INSTALLATION	3	EA	\$475.00	\$1,425.00	<i>Contractor Install</i>
	TRAFFIC SIGNS	9	EA	\$310.00	\$2,790.00	<i>WCRC Install</i>
				SUBTOTAL	\$16,185.00	
				CE/INCID 15%	\$2,533.50	<i>Eng./Inspect. Costs</i>
				CONST EST	\$18,718.50	
	TRAFFIC CONTROL		LS		\$4,137.50	<i>Contractor Cost</i>
				PROJECT TOTAL:	\$22,856.00	

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

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

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

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

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

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

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

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

AGREEMENT SUMMARY

Estimated Costs

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

FOR YPSILANTI TOWNSHIP:

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

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
Douglas E. Fuller, Chair

_____ Witness
Roy D. Townsend, Managing Director

Engineer's Opinion of Costs

Project Number: Greene Farms

Project Engineer: Elena Yadykina

Estimate Number: 1

Date Created: 9/9/2015

Project Type: Miscellaneous

Date Edited: 9/9/2015

Location: Greene Farms

Fed/State #:

Ypsilanti Twp

Fed Item:

Description: 3 ADA ped crossings

Control Section:

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
Category: 0000						
0001	2040020	Curb and Gutter, Rem	100.000	Ft	\$18.00	\$1,800.00
0002	2040055	Sidewalk, Rem	100.000	Syd	\$35.00	\$3,500.00
0003	3010002	Subbase, CIP	6.000	Cyd	\$50.00	\$300.00
0004	8020016	Curb and Gutter, Conc, Det B2	100.000	Ft	\$30.00	\$3,000.00
0005	8030010	Detectable Warning Surface	48.000	Ft	\$35.00	\$1,680.00
0006	8030036	Sidewalk Ramp, Conc, 6 inch	300.000	Sft	\$5.50	\$1,650.00
0007	8030044	Sidewalk, Conc, 4 inch	600.000	Sft	\$5.50	\$3,300.00
0008	8107050	_ Sign Installed	6.000	Ea	\$310.00	\$1,860.00
0009	8110214	Pavt Mrkg, Thermopl, 12 inch, Crosswalk	240.000	Ft	\$7.00	\$1,680.00
0010	8160100	Slope Restoration, Type A	40.000	Syd	\$30.00	\$1,200.00

Category 0000 Total: \$19,970.00

Estimate Total: \$19,970.00

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

THIS AGREEMENT, made and entered into this 19th day of August, 2015 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install three pedestrian crosswalks within Greene Farms subdivision (the "Project"); and

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

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

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

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$18,282.00.

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

AGREEMENT SUMMARY

Estimated Costs

Three Pedestrian Crosswalks - Greene Farms subdivision **\$18,282.00**

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo Lisa K. Manett Witness
Brenda L. Stumbo, Supervisor Aug. 19, 2015 Aug. 19, 2015

Karen Lovejoy Roe Lisa K. Manett Witness
Karen Lovejoy Roe, Clerk Aug. 19, 2015 Aug. 19, 2015

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ Witness
Douglas E. Fuller, Chair

_____ Witness
Roy D. Townsend, Managing Director

CHARTER TOWNSHIP OF YPSILANTI

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik, OCS Director

Re: Request authorization to seek legal action to abate a public nuisance for properties located at 1525 S. Pasadena, 1408 Andrea St., 1357 McCarthy Ct., 7274 Rachel Dr., 711 Cayuga, 1106 Juneau, 218 Valley and 8950/9070 Charlotte Ct. in the amount of \$40,000, with legal action budgeted in line item #101.950.000.801.023

Date: September 10, 2015

Cc: Board of Trustees
Doug Winters, Township Attorney

The Office of Community Standards has conducted investigations of five (5) vacant and blighted structures, one (1) neighborhood nuisance and one (1) zoning compliance case and seeks authorization to proceed with legal action (if necessary) in Washtenaw County Circuit Court to abate the public nuisances that exist at:

1525 S. Pasadena

This house currently owned by Tracy Johnson and has been vacant for more than two years. It was first reported vacant and standing open by neighbors in 2013 after the house was burglarized and stripped of appliances. The township has been mowing the grass and inspected it by search warrant almost one year ago. All mail correspondence has been returned undeliverable due to no mailbox at the house and no forwarding address for the owner.



1408 Andrea Street

This house currently owned by Glennie Neal of Ypsilanti Township who has not responded to numerous correspondences as the house has been vacant for almost two years. The house was inspected by search warrant almost one year ago and was condemned at that time. Additional attempts to contact the owner since condemnation have been unsuccessful.



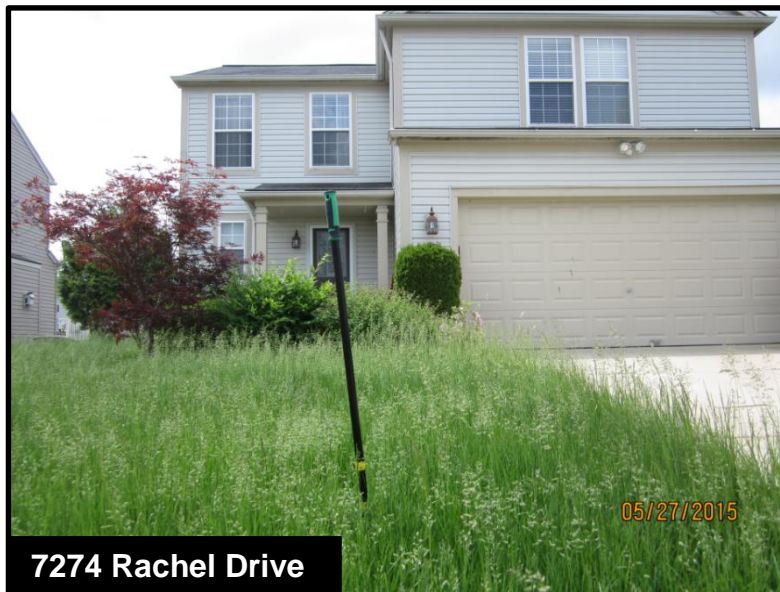
1357 McCarthy Court

This house has been vacant for more than a year and was inspected by search warrant on June 26, 2015. After inspection the house was condemned and the Certificate of Occupancy was revoked for code violations and because the house was illegally converted from a single family home to a rental duplex. The house was recently purchased by Equity Trust Co. of West Lake, Ohio with the intention of renovating it to continue as a rental property; Equity Trust requested a delayed rental inspection to occur in 2016. OCS wishes to ensure that the home is returned to single family status and brought into code compliance.



7274 Rachel Drive

This house currently owned by Fannie Mae and has been vacant for an undetermined period of time. Fannie Mae foreclosed on the mortgage in March, 2015 and OCS staff responded to a complaint from a neighbor the following May. The township has mowed the grass all year and inspected the house by search warrant on August 18, 2015. The inspected revealed that electrical service was disconnected in May and the sump pump hasn't operated since then, causing basement flooding and extensive mold invasion. Fannie Mae has not responded to requests to register the vacant house or abate the code violations.



711 Cayuga Avenue

This house currently owned Herman Philpot with no known alternate address. It has been vacant for an undetermined period of time and water service was terminated this past spring due to an interior plumbing leak. The house was inspected by search warrant on August 21, 2015 and was found to have extensive exterior blight including an abandoned RV on the property. Despite evidence of attempted interior renovations, the owner has not been located.



1106 Juneau

This house is owned by Nathaniel Griffin II and Latoya Griffin and is believed to be owner occupied. A boot camp style fitness business has been operating at the home and has been the subject of complaints regarding noise and excessive visits and activity that is disturbing the peace in the neighborhood. The business activities have been observed occurring in the garage, driveway and general exterior of the house and include excessively loud music and voice commands. OCS staff has communicated several times with the business operator in an effort to resolve this issue; however the operator has been uncooperative and refuses to cease business operations at the house.

The business activities at the house violate Township zoning code performance standards for home based businesses. Administrative approval was granted on September 4, 2015 for legal counsel to begin preparations for legal action if necessary.



218 Valley

The mortgage for this property was foreclosed upon by Carrington Mortgage Services of Santa Ana, CA. nearly one year ago and the redemption period expired in April, 2015. The DTE electric service was terminated in July and the water was shut off in August. OCS inspected the property with a search warrant on September 14, 2015 after repeated attempts to contact anyone at the house and to get Carrington to register the property. The inspection revealed extensive rodent and insect infestation in addition to other sanitation issues and code violations. While processing the inspection report, OCS was contacted by the former owner, Carmen Donell, who indicated that she has never officially vacated the property and possibly still stays in the house occasionally. As a result, OCS is requesting authorization to file an emergency petition seeking a temporary restraining order to prevent occupancy of this condemned and uninhabitable house. This agenda item was added to this memorandum on September 15, 2015 seeking board approval.



8950/9070 Charlotte Court – Oaks of Ypsilanti Apartment Complex (Tuttle Hill Rd)

This apartment complex has been the subject of investigation for ongoing property maintenance violations and zoning compliance issues for the past several months. An extensive Notice of Violation was issued to the property owner and management company with a July 31, 2015 due date for compliance. A follow-up meeting with the owner and managers resulted in no significant progress toward compliance and a request to further delay compliance until the spring of 2016. OCS staff is seeking authorization for legal action in circuit court to compel compliance with the approved site plan for the complex, as well as immediate compliance with remaining property maintenance violations.

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



98 Main Street
Dundee, MI 48131
(734) 823-5801
1 (844) 589-3655

September 8, 2015

Charter Township of Ypsilanti
Ms. Karen Lovejoy-Roe, Township Clerk
7200 South Huron River Drive
Ypsilanti MI 48197-7007

Re: Proposed NEXUS Gas Transmission (NEXUS) Project
Tax Parcel: K-11-13-331-005, Tax #K-11-13-331-017, Tax #K-11-13-331-003
Property located in: Washtenaw / MI

Dear Ms. Lovejoy-Roe:

Recently you were mailed a letter announcing that DTE Energy Co. (“DTE Energy”) and Spectra Energy Corp (“Spectra Energy”), the lead developers of the NEXUS Gas Transmission Project (“NEXUS”), are evaluating a proposed natural gas pipeline expansion project in your area. DTE Energy and Spectra Energy are two of the leading energy service and infrastructure companies in North America with more than a century of combined experience in developing infrastructure projects to meet the energy needs of North America in a safe, reliable and responsible manner.

To help us analyze the proposed NEXUS study corridor, our representatives are in the early stages of collecting and evaluating information necessary to determine the pipeline path with the least overall landowner, community and environmental impact, while balancing constructability concerns. You are receiving this follow-up letter because your property is within the initial study corridor being considered. We are requesting your authorization to access your property for the purpose of performing the necessary survey activities in connection with the NEXUS Project.

Our earlier letter shared news of our initial Project outreach efforts with landowners, community leaders and elected officials. This is all part of our coordinated plan to inform stakeholders about various aspects of the proposed Project, such as surveys. These civil, environmental and cultural resource survey activities are required to thoroughly evaluate a pipeline route. The surveys will be performed in a minimal amount of time with the goal of little to no inconvenience to you and other landowners.

The survey activities planned along a portion of your property within the study area, and any minimal impacts that may result, are more fully described in the enclosure entitled "Description of Survey Activities." While NEXUS certainly does not anticipate any damages to result from these surveys, please be assured that you will be compensated if any damages to your property or crops occur as a direct result of these activities. Please also note that granting us authorization to access your property for the purpose of conducting these surveys does *not* grant any other rights to NEXUS. Your consent to survey and your cooperation with NEXUS's Project representatives would be sincerely appreciated.

Survey work is scheduled to begin in September 2014. In those areas where NEXUS is proposing to construct the new pipeline system, it will be necessary to determine a location for the proposed line, availability of temporary construction work areas and potential construction access roads.

Your NEXUS representative will soon reach out to you to begin the dialogue that leads to a better understanding of your property and minimizing any impacts to your land. Our goal is for you to be as informed as possible throughout the process.

A survey permission form is enclosed for your consideration, along with a self-addressed stamped envelope. We ask that you sign this survey permit and return it to us in the enclosed envelope.

NEXUS's efforts to develop a new natural gas transportation system will benefit the U.S. Midwest Region and the Dawn natural gas trading hub in Southwestern Ontario, Canada. Ultimately, this Project will help to meet the growing environmental need for cleaner and more affordable fuels for regional power generation and for industrial and commercial customers, as well as home heating and domestic use as early as the fourth quarter of 2017.

Due to the nature of siting interstate pipelines, other pipeline companies may be evaluating proposed projects and their representatives may contact you or other landowners in your area. This is because other pipeline companies may be evaluating routing using similar criteria to NEXUS's. We understand it may be confusing if other pipeline companies contact you regarding potentially competing projects. We will certainly keep you informed of the progress of the NEXUS Project. Please don't hesitate to contact us at the number below if you have any questions.

Again, we are early in the proposed Project process and everyone will have multiple opportunities to interact and engage with the Project team, as well as participate in the appropriate regulatory processes. Different companies take different approaches to engagement and communications with the public. DTE Energy and Spectra Energy take a collaborative approach. We communicate early and often about our project activities to build positive relationships and long-lasting partnerships with all stakeholders.

Page 3

If you have questions or would like additional information concerning our proposed NEXUS Project, please call our toll free number 1-844-589-3655. We would be happy to address any or all aspects of the Project with you. For more information, please visit our website <http://nexusgastransmission.com/>.

Sincerely,

A handwritten signature in black ink that reads "Peter Cassan". The signature is written in a cursive style with a large, looping initial "P".

Peter Cassan
Right-of-Way Project Manager
NEXUS Gas Transmission

Enclosure:

Survey Permission form
Description of Survey Activities

Tract No: MI-WA-119.0008

Tract No: MI-WA-119.0070

Tract No. MI-WA-121.0001

Charter Township of Ypsilanti

Tax Parcel ID #: K-11-13-331-005, Tax #K-11-13-331-017, Tax #K-11-13-331-003

SURVEY AUTHORIZATION

I/we, hereby provide to NEXUS Gas Transmission, its affiliates, agents, employees and contractors, the limited permission to enter upon my/our property only for the purposes of conducting civil, environmental and cultural resource surveys, *expressly subject to the condition that I am/we are paid for any and all damages to property or crops that may be directly caused by such activities.* Your answers to the following questions will be most helpful in accurately completing our survey activities.

Is there water well located on this property? _____ Yes _____ No
Is there a septic system located on this property? _____ Yes _____ No

Comments: _____

Signature: _____
Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

Re: Tract No: MI-WA-119.0008
Tract No: MI-WA-119.0070
Tract No. MI-WA-121.0001

Dated: _____

Telephone:
734-484-4700 (work)
734-260-6578 cell)

Description of Survey Activities

Depending on the size of an individual parcel, all survey activities described below should only take a minimal amount of time and should not result in any inconvenience to the property owner. All survey work will be performed during reasonable daylight hours only. All work will be performed by authorized professional surveyors and their crews. The surveys that NEXUS Gas Transmission (“NEXUS”) will request for each property are:

(a) **Civil Survey.** This activity involves approximately four to five representatives, intermittently placing wooden stakes along a portion of each property to delineate the area described as the “study corridor.” Depending upon the length of the proposed study corridor on the property to be surveyed, this activity should take no longer than two days for each property that will be surveyed.

(b) **Environmental Survey.** This activity involves approximately two to three representatives walking within the study corridor, which will be clearly staked, to identify and delineate any vegetative and geological indicators of wetland areas that may be present on the property. The wetlands boundaries will be marked with small colored flags. NEXUS representatives will also look for the presence of any threatened or endangered species, if a suspected habitat is within the staked area. Depending on the length of the proposed route of the pipeline on the property being surveyed, this activity should take no longer than three days for each property that will be surveyed.

(c) **Cultural Resources Survey.** This activity involves two to four representatives walking within the staked study corridor to identify any indicators of potential archaeological resources. If such a site is suspected, then the Archeologists would return to that location with spade shovels and perform a limited excavation of the test hole that would measure approximately 2x2 feet square and approximately 2-3 feet deep. Any area that is excavated for this type of survey will be restored by NEXUS to a condition consistent with its condition prior to the excavation. Depending on the length of the proposed route of the pipeline on the property being surveyed, the archaeological walkover will take less than one day. If a limited archaeological excavation is necessary, it should take no longer than two days, weather permitting.

During any survey work, no trees over 2 inches in diameter or timber will be cut down or removed from any property. Small brush, however, may be cut in order for the civil surveyors to obtain a line-of-sight. If any such brush is cut in residential areas, it will be removed from the property by NEXUS representatives.



MI-WA-123.0000-FTL

MI-WA-123.0000-RD

State St

MI-WA-121.0004

MI-WA-122.0000

MI-WA-120.0002

MI-WA-121.0005

MI-WA-121.0020

MI-WA-119.0090

MI-WA-121.0010-RD

MI-WA-121.0001

MI-WA-119.0080

MI-WA-119.0009

MI-WA-119.0070

MI-WA-119.0008

MI-WA-119.0007

MI-WA-121.0000-RD

MI-WA-119.0060

MI-WA-119.0006

MI-WA-119.0050

MI-WA-119.0005

MI-WA-119.0040

MI-WA-119.0030

MI-WA-119.0020

MI-WA-119.0004

Beverly St

© 2015 Google

Google

MI-WA-119.0010

Imagery Date: 4/11/2015 42°13'25.04" N 83°33'35.14" W elev 716

Cancel November 3, 2015 Board Meeting

Request to cancel Ypsilanti Township Board Meeting scheduled for Tuesday, November 3, 2015 due to Special Election.

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Karen Lovejoy Roe
From: Travis McDugald, IS Manager
Re: Request to approve the scheduled purchase of 15 custom built workstations from Dell Direct for a cost of \$16,785.30 budgeted in account 101.266.000.977.000
Date: September 8, 2015
Copy To: Mike Radzik, OCS Director

Each year we replace a certain number of employee workstation computers based upon a pre-determined schedule that is presented and discussed during the budget approval process. This year there are a total of 15 desktop workstation computers that have been budgeted and scheduled for replacement. All of the designated machines were originally purchased and placed into service on or prior to the year 2010.

This is a planned purchase according to our hardware replacement schedule. By replacing a certain number of workstations each year it allows us to maintain relatively consistent hardware costs and allows us to plan for IT employee time to perform necessary setup and deployment tasks.

I respectfully request approval to execute the planned and budgeted purchase of 15 custom built workstations directly from Dell at a cost of \$16,785.30. The purchase of custom built machines directly from Dell is a cost effective way to meet our technical requirements while maintaining a consistent inventory for repairs and maintenance. Funds for this planned purchase were previously approved in the Computer Support budget and are available in account 101.266.000.977.000.

Please contact me with any question or comments.

Travis McDugald
IS Manager



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 develop qualifications for a professional services proposal for a Document Management Solutions Partner and bring a single proposal back to the Board for review and consideration.
Date: September 11, 2015
Copy To: Mike Radzik, OCS Director

Document Management is a systematic approach to capturing, processing, managing, storing, and retrieving documents. The Township consist of two types of data:

- Structured data - BS&A Applications
- Unstructured Data – Paper documents, images, videos, and network shares.

This solution will provide the tools for us to capture, route, process, manage, and archive our unstructured data in a way that is easier to receive and better secured.

A Document management solution provides a method to manage the unstructured data by maintaining it in a single repository and connecting it all together by indexing fields (e.g., parcel number, project, and dates). This single repository can be utilized by all departments.

The key component of this project is to find a Solution Partner with the experience and expertise working with other local government agencies in developing a project scope and implementing a full solution to be utilized across Township departments and business entities.

A small team will be put together consisting of members from Accounting, Clerks Office, Computer Support, and Office of Community Standards. Responsibilities will be:

- Develop a Request for Qualification to be publicly posted
- Interview potential solution partners
- Develop a project scope and proposal
- Bring a single proposal back to the Board for review.

I respectfully request the Township Board to authorize seeking a Solutions Partner and bring a full proposal back to the Board for review.

Travis McDugald
IS Manager, Charter Township of Ypsilanti