

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

October 6, 2015

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
TRUSTEES: JEAN HALL CURRIE • STAN ELDRIDGE • MIKE MARTIN • SCOTT MARTIN

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, OCTOBER 6, 2015

5:00 P.M.

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

1. 2016 FISCAL YEAR BUDGET REVIEWSUPERVISOR STUMBO
2. CIVIC CENTER SIGNAGE.....JEFF ALLEN
3. GPS SYSTEM FOR TOWNSHIP VEHICLES.....JEFF ALLEN
4. AGENDA REVIEW SUPERVISOR STUMBO
5. OTHER DISCUSSION BOARD MEMBERS

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



Supervisor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

TO: Township Board
FROM : Brenda L. Stumbo, Supervisor
DATE: September 25, 2015
RE: 2016 Fiscal Year Budget

A handwritten signature in cursive script, appearing to read 'Brenda', is written over the 'FROM' line of the memo.

We are in the process of working to complete the preliminary budget and would like to provide you with the following information:

1. Health care rates were estimated to increase by 20% in the draft budget. After receiving our renewal rates, they were only increased by approximately 4.5%.
2. Sick & Accident insurance renewal rates were increased by approximately 34.6%, which is higher than was estimated.
3. Life insurance renewal rates were increased by approximately 37.5%, which is higher than was estimated.
4. We have not yet received our renewal rates for dental insurance.
5. The only capital improvement projects that were budgeted are network infrastructure expansions and sidewalk repairs. If additional projects come up that need to be done, they will be brought back to the Board with a budget amendment.
6. No road improvements are budgeted since the County approved a millage for road improvements.

We need the Board's direction on salaries. As you know, AFSCME and Teamster employees will all receive a contractual 1.5% increase in 2016 and we have budgeted the same for full-time officials and non-union employees and wanted to know if the Board agreed.

Although we only budgeted a 1.5% increase for Magistrate Mark Nelson, it was recommended by Judge Pope that his salary increase from \$68,881 to \$80,000 in 2016, an increase of 16.14% (see attached memo) and we need the Board's direction on this.

Attachment

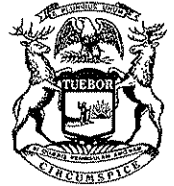
tk



14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE
YPSILANTI, MICHIGAN 48197-7099

CRIMINAL/TRAFFIC (734) 483-1333
CIVIL (734) 483-5300
FAX (734) 483-3630



HON. CHARLES POPE
DISTRICT COURT JUDGE

MARK W. NELSON
MAGISTRATE

Supervisor Stumbo
Township Board of Trustees
7200 S. Huron River Drive
Ypsilanti, MI 48197

Supervisor Stumbo and Members of the Township Board of Trustees:

I am writing this letter in support of the increase we have submitted relative to the salary of the Magistrate/Court Administrator position. It is part of the proposed 14B District Court Budget for 2016, and the line item is: 236.136.000.706.002.

We have examined the compensation of the Magistrates and Court Administrators in the other District Courts in Washtenaw County. As you know, here we have combined the positions for economy purposes, which is unique within our County. This provides a direct savings that would not be realized otherwise. The range of salaries for District Court Administrator's in Washtenaw County is \$75,000.00 (deputy court administrator) to \$92,000.00. The pay range for other Magistrates in Washtenaw County is \$82,000.00 - \$98,000.00. The length of service of these employees is not significantly different from that of our Magistrate/Court Administrator, and in some cases is less.

In 2009, due to the downturn in the economy and other reasons, the Court was required to reduce its staff by one-third. Since that time, we have succeeded in maintain that staff level with the introduction of technology, staff performing additional tasks, our dedicated staff and the leadership of the Magistrate/Court Administrator.

Thank you for your continued support of the 14B District Court throughout our 30+ years of existence. Your consideration of this request is most appreciated.

Sincerely,

Honorable Charles Pope
District Court Judge

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



Residential Services

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

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Residential Services Director

DATE: September 28, 2015

RE: Work Session discussion on Civic Center signage

Please see the attached mock-ups for renovating the signage in the areas surrounding the Civic Center and Vets Drive.

Since the police have moved to the new station on Huron St., our signage has been outdated. With the renovation of Vets Drive and now traffic entering from the Library area, some additional signage is also necessary.

The two key signs are out on S. Huron River Drive and the front of the Civic Center/14B Court.

Huron Signs provided this mock-up as a sign choice we may seek pricing for. However please note, the face would have to be replaced, not repainted as their mock up indicates.

I would like to discuss if the Board would like to go forward with this type of sign, or if the preference would be to do an electronic sign similar to the new one at the LEC.

It would be important to discuss the costs ramifications of each option. I feel a sign such as this can be done for less than \$10,000, whereas an electronic sign could be as much as \$35,000. For an electronic sign to meet our setback requirements, it could only be 36 sq. feet and be 10 feet of the right-of-way.

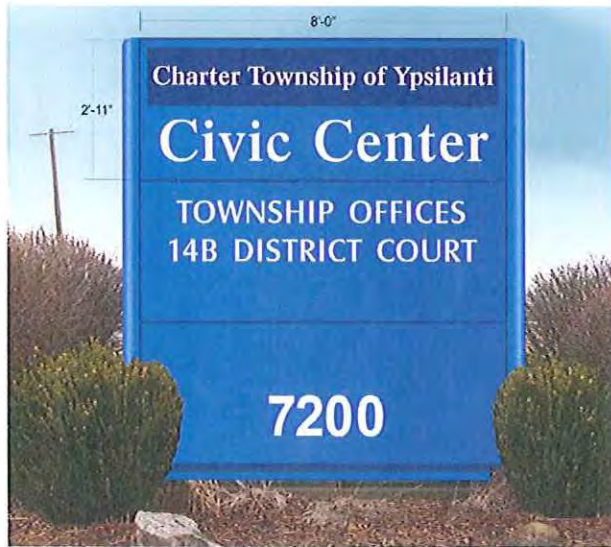


**HURON
SIGN CO.**

663 S. MANSFIELD
P.O. BOX 980423
YPSILANTI, MI 48198
PHONE 734-483-9000
1-800-783-0100
FAX 734-483-5164
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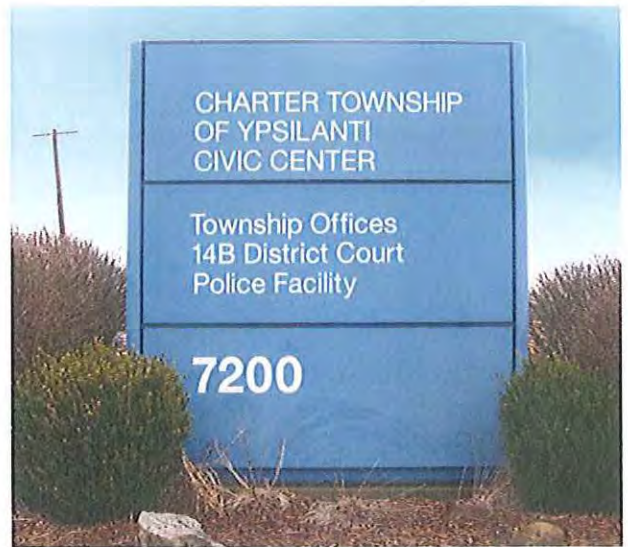
Repaint / Reface Existing Sign



PROPOSED REFACE / DOUBLE SIDED

SCALE 1/2" = 1'
PRINT ON 11X17

REMOVE SIGN & RETURN TO SHOP FOR REPAINTING. SAND, PRIME, PREP & PAINT EXISTING CABINET. APPLY NEW WHITE REFLECTIVE VINYL GRAPHICS. RE-INSTALL SIGN ON EXISTING BASE.



EXISTING CONDITION



NOTE: The colors called out in the rendering do not exactly match the print, to see actual color samples see your sales representative.



# OF SETS	1	RETURN DEPTH	12"	RACEWAY COLOR	N.A.	DESIGNER	S WILKIE
FACE COLOR	SEE ABOVE	TYPE OF INSTALL	GROUND MONUMENT	TRANSFORMER	N.A.	DATE	09/25/15
RETURN COLOR	INTENSE BLUE	TYPE OF FACE	ALUMINUM	RAILAST	N.A.	JOB NO.	9403
RETAINER COLOR	N.A. (BLIND)	RACEWAY D.	H. L. N.A.	COMMENTS:		JOB NAME	YPSI-TWP-9403-1
LED COLOR	N.A.	HOUSINGS	N.A.	SALESPERSON:	KEVIN SHORT	ADDRESS:	7203 S. HURON ST. YPSILANTI TWP., MI

APPROVED BY: _____

DATE: _____

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Repaint / Reface Existing Sign



PROPOSED REFACE / SINGLE SIDED

SCALE 1/2" = 1'
PRINT ON 11x17



EXISTING CONDITION



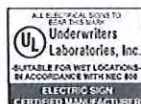
PROPOSED REFACE / SINGLE SIDED SCALE 1/2" = 1'
PRINT ON 11x17



EXISTING CONDITION



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FACE COLOR	SEE ABOVE	TYPE OF INSTALL	GROUND MONUMENT	TRANSFORMER	N.A.	DATE	09/25/15
RETURN COLOR	INTENSE BLUE	TYPE OF FACE	ALUMINUM	BALLAST	N.A.	JOB NO.	9403
RETAINER COLOR	N.A. (BLIND)	RACEWAY D.	H. L. N.A.	COMMENTS:		JOB NAME	YPSI-TWP-9403-2
LED COLOR	N.A.	HOUSINGS	N.A.	SALESPERSON:	KEVIN SHORT	ADDRESS:	7200 S HURON ST. YPSILANTI TWP, MI

APPROVED BY:

DATE:

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Repaint / Reface Existing Sign



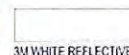
PROPOSED REFACE / SIDE A (south) SCALE 1/2" = 1'
PRINT ON 11x17



PROPOSED REFACE / SIDE B (north)



3M INTENSE BLUE



3M WHITE REFLECTIVE

NOTE: The colors called out in the rendering do not exactly match this print, to see actual color samples see your sales representative.



# OF SETS	1	RETURN DEPTH	12"	RACEWAY COLOR	N.A.	DESIGNER	S WILKIE
FACE COLOR	SEE ABOVE	TYPE OF INSTALL	GROUND MONUMENT	TRANSFORMER	N.A.	DATE	09/25/15
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APPROVED BY: _____ DATE: _____

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Residential Services

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MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Residential Services Director

DATE: September 28, 2015

RE: Work Session discussion on GPS systems

Our current system of vehicle tracking is run on a 2G ATT network by Wexsmart. They have notified me that there is an upcoming upgrade that will require us to upgrade our hardware as the old one will expire in the next year. It will also mean we need to sign a new agreement.

I feel it is time to look for a new system of vehicle management and recently some staff has met with Verizon personnel and the proposal they presented using the Verizon network for fleet services.

With our current system, we are paying \$407 in monthly fees and this covers only 15 vehicles. If you recall, we have added a number of new vehicles in the past few years and we have not added to the number of tracking systems.

I see the need for using this service for 29 vehicles at this time. The monthly cost for these vehicles would be \$550 per month. We get 14 more vehicles for only \$143 additional in monthly charges. There would be an initial equipment purchase of \$3,200 but the system is so easy, we can install it ourselves, which allows some additional savings. Furthermore, there is no annual contract, we are free to end the contract at any time.

I would like to discuss this further at the next Board Meeting and can answer any questions you may have and discuss the other options available on this system.

At any rate, I would recommend that we end the current service we have as it will become obsolete in the near future and seek better options for going into the future with fleet management.

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD
MEETING AGENDA

OTHER DISCUSSION

- A. BOARD MEMBERS HAVE THE OPPORTUNITY TO DISCUSS ANY OTHER PERTINENT ISSUES



Charter Township of Ypsilanti
7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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REGULAR MEETING AGENDA
TUESDAY, OCTOBER 6, 2015
7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE SEPTEMBER 15, 2015 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR OCTOBER 6, 2015 IN THE AMOUNT OF \$1,451,298.63
 - C. AUGUST 2015 TREASURER'S REPORT
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #12
2. REQUEST FOR AUTHORIZATION TO PROVIDE \$90,000.00 TO HABITAT FOR HUMANITY FOR THE PURCHASE OF 1358 ANDREA AND 1424 ANDREA IN THE SUGARBROOK NEIGHBORHOOD FOR COMPLETE REHABILITATION AND SALE TO OWNER OCCUPIED FAMILIES BUDGETED IN LINE ITEM #101-950-000-969-010 FOR THE PURPOSE OF NEIGHBORHOOD STABILIZATION AND REVITALIZATION
3. 1ST READING OF RESOLUTION 2015-41, PROPOSED ORDINANCE 2015-453, AN ORDINANCE AMENDING THE CODE OF ORDINANCES CHAPTER 30, ARTICLE II, ENTITLED FIRE PREVENTION CODE BY ADOPTION OF THE 2012 EDITION OF THE INTERNATIONAL FIRE PREVENTION CODE
4. 1ST READING OF RESOLUTION 2015-42, PROPOSED ORDINANCE 2015-454, AN ORDINANCE AMENDING ORDINANCE NO. 74, TOWNSHIP ZONING ORDINANCE, TO REZONE 2590 EAST MICHIGAN AVENUE, PARCEL K-11-01-300-004, FROM ITS CURRENT MHP (MOBILE HOME PARK) ZONING CLASSIFICATION TO B-3 (GENERAL BUSINESS) ZONING CLASSIFICATION

5. 1ST READING OF RESOLUTION 2015-43, PROPOSED ORDINANCE 2015-455, AN ORDINANCE AMENDING ORDINANCE NO. 74, TOWNSHIP ZONING ORDINANCE, TO REZONE 953 EAST MICHIGAN AVENUE, PARCEL K-11-10-205-039, FROM ITS CURRENT MHP (MOBILE HOME PARK) ZONING CLASSIFICATION TO B-3 (GENERAL BUSINESS) ZONING CLASSIFICATION
6. REQUEST TO APPROVE ANNUAL SENIOR NUTRITION AGREEMENT WITH WASHTENAW COUNTY, FUNDED THROUGH A FEDERAL GRANT AND TO AUTHORIZE SIGNING OF THE AGREEMENT
7. REQUEST AUTHORIZATION TO SIGN PURCHASE AGREEMENT WITH DTE FOR INSTALLATION OF ONE (1) OVERHEAD FED BLACK 135 WATT AUTOBAHN LED MOUNTED ON A 17'-6" CODE 48 ARM ON AN EXISTING WOOD POLE TO BE LOCATED AT THE WESTBOUND INTERSECTION OF MICHIGAN AVENUE AND DORSET IN THE AMOUNT OF \$658.28 BUDGETED IN LINE ITEM #101-956-000-926-050
8. REQUEST OF NEXUS GAS TRANSMISSION FOR AUTHORIZATION TO SURVEY TOWNSHIP OWNED PARCELS K-11-23-200-001, K-11-23-400-022 AND K-11-13-330-001
9. SET PUBLIC HEARING DATE OF TUESDAY, NOVEMBER 17, 2015 AT APPROXIMATELY 7:00PM - CREATION OF LAKEVIEW #2 STREETLIGHT SPECIAL ASSESSMENT DISTRICT

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

1. REQUEST OF ERIC COPELAND, FIRE CHIEF TO AWARD LOW BID FOR FIRE STATION HEADQUARTERS ROOF REPLACEMENT TO RAPID ROOFING IN THE AMOUNT OF \$49,950.00 BUDGETED IN LINE ITEM #206-970-000-971-008
2. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AWARD LOW BID FOR ASBESTOS ABATEMENT AND DEMOLITION OF RESIDENTIAL STRUCTURES LOCATED AT 2215 HARMON AND 2572 HEARTHSIDE IN THE AMOUNT OF \$28,075.00 BUDGETED IN LINE ITEM #101-950-000-969-011
3. REQUEST OF ERIC COPELAND, FIRE CHIEF TO SEEK SEALED BIDS FOR THE REPAIR OF THE STORM DRAINS LOCATED IN THE NORTH PARKING LOT OF FIRE HEADQUARTERS AT 222 S. FORD BLVD.
4. REQUEST OF ERIC COPELAND, FIRE CHIEF TO SEEK SEALED BIDS FOR INSTALLATION OF FIBERGLASS INSULATION IN THE ATTIC AND SOFFIT AREA OF FIRE HEADQUARTERS AT 222 S. FORD BLVD.

PUBLIC COMMENTS

CONSENT AGENDA

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 15, 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 and Trustees Stan Eldridge and Mike Martin (Trustee Martin arrived at 5:27p.m.)

Members Absent: Trustee Jean Hall Currie and Scott Martin

Legal Counsel: Wm. Douglas Winters

VETERANS DRIVE PROJECT:

Jeff Allen, Residential Services Director, stated that regarding the Veterans Drive Project, the township has the ability to remove the deteriorated asphalt and add new concrete sidewalks to the scope of work with Anglin Contractors for phase two of the project. He shared that the Vietnam Veterans have agreed to pay the \$7,400 for asphalt removal and concrete installation around the Vietnam Veterans' Memorial directly to Anglin Contractors. He explained that Ypsilanti Township could pay \$12,000 for additional concrete sidewalk extending from the newly installed sidewalk to S. Huron River Drive. Mr. Allen asked the board if they wanted to approve this addition to the Veterans' Drive project. The board agreed to add this item under other business during the regular meeting.

AGENDA REVIEW:

PUBLIC HEARING FOR THE SPECIAL ASSESSMENT LEVY

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 WORK SESSION MINUTES
PAGE 2**

CONSENT AGENDA

A. MINUTES OF THE AUGUST 18, 2015 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR SEPTEMBER 1, 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 AMIN FEE FOR JULY IN THE AMOUNT OF \$1,177.50.

SUPERVISOR REPORT

PROCLAMATION OF APPRECIATION FOR DEPUTY L'SHANE BYNUM

CLERK REPORT

Clerk Lovejoy Roe stated that report is in the packet.

TREASURER REPORT

(None Provided)

TRUSTEES REPORT

(None Provided)

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 WORK SESSION MINUTES
PAGE 3**

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that Congresswoman Debbie Dingell had provided a direct contact for Fannie May and Freddie Mac. He said a conference call was scheduled regarding foreclosed properties that they hold mortgages for in Ypsilanti Township.

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 KISSELA, 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)**

Joe Lawson, Planning and Development Coordinator, presented to the board a power point presentation (see attached) explaining the process to date and future requirements. He explained this was PD Stage I Preliminary Site Plan Approval and Rezoning PD 14 to PD 20. He said there would be PD Stage II Final Site Plan Approval required at a later date by both the Planning Commission and the Township Board if the site plan and rezoning was approved at the board meeting tonight. He reported that his department came up with the following upgraded architectural requirements:

CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 WORK SESSION MINUTES
PAGE 4

- 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.

Mr. Lawson reported that as requested by the Township Board the number of units had been reduced from 18 to 8 next to Tuttle Hill Rd. by relocating units deeper into the property. He said the first unit is now 314' away from Tuttle Hill Road. He also reported there would be elevation and landscape changes in the next phase to make the area more attractive.

Supervisor Stumbo asked about making the entrance off Tuttle Hill Road a Boulevard. She also questioned whether the "on site" maintenance that is proposed to be there would require a maintenance building. She also questioned placement of mailboxes. She asked if the development would be energy efficient. Supervisor Stumbo stated that being green was important to residents. Supervisor Stumbo also asked about road separation between the apartments and the single family homes. Joe Lawson said the road separation would be handled once another entrance was available in the single family homes portion.

CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 WORK SESSION MINUTES
PAGE 5

Clerk Lovejoy Roe reported the developer had agreed to all the stipulations the board established at the 1st Reading of the Resolution and Rezoning at the July 21, 2015 Board Meeting. She also pointed out the one change in the Resolution, paragraph #10 referencing all the requirements the developer had agreed to for the increase in architectural standards for all the homes on 50 foot lots, that was outlined in the September 8, 2015 letter to Wm. Douglas Winters, Attorney, from Joe Lawson, Planning Director, and was listed as attached exhibit A in Resolution No. 2015-16. She also revisited the previous agreement and approvals that required Tuttlehill and Textile Rds. future lighting be a part of the Special Assessment District for street lighting for Majestic Lakes/Lakewood Farms. Joe Lawson stated that all conditions from previous agreement roll over into the new agreement.

Mr. Manny Kianicky from S.R. Jacobson updated the Board on progress of the pump stations operation and indicated they were in agreement with the changes presented by Mr. Lawson. Mr. Casto, Director of YCUA, stated later in the meeting that YCUA would take over the operation of the pump stations. Mr. Casto will find out who is responsible for paying for it but he believed YCUA was responsible.

Mr. Tyler Tennent, Attorney for Redwood, told the board he would be available to answer any questions regarding Blue Majestic. Supervisor Stumbo asked if they build energy efficient apartments and Mr. Tennent said that they did.

- 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)**

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 WORK SESSION MINUTES
PAGE 6**

- 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)**

Mike Radzik, stated that they changed language to include Residential, Commercial, and Industrial Properties. He said this amendment now addresses all vacant properties, not just residential vacant properties.

- 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**

Karen Wallin and Robin Castle-Hine stated that the proposed policy states that buildings must be smoke free. The policy states that there must be a designated smoking area that is 50' away from entrances and buildings. They showed the different Township properties and where the smoking areas are designated.

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 WORK SESSION MINUTES
PAGE 7**

**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**

Attorney Winters stated that this was reviewed earlier in the meeting but that each time someone comes back to build in this development they will need to go through additional processes at that time including a separate PD Agreement.

4. RESOLUTION 2015-30, PAYMENT OF RECURRING BILLS

5. RESOLUTION 2015-31, VACANT PROPERTY FEE SCHEDULE

Mike Radzik stated that if this resolution is approved by the board tonight that they would adopt this fee schedule which is the exact fee schedule that exists for vacant residential property except the second and third items have been added. He said he and Mr. Mamo decided on a \$100.00 fee for inspection of Commercial and Industrial vacant property for one hour but if it goes beyond one hour the charge would be \$50.00 for each additional hour for an onsite inspection.

**6. RESOLUTION 2015-32, PROFESSIONAL SERVICE FEES FOR TOWNSHIP,
ATTORNEY, PLANNER, ENGINEER, AND FIRE DEPARTMENT**

Mike Radzik stated that this is the fee schedule to administer the Policy Resolution 2015-24 that was approved at the last board meeting regarding the Collection Boxes in the Township. He reviewed the fee schedule.

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 WORK SESSION MINUTES
PAGE 8**

**7. RESOLUTION 2015-33, TEMPORARY ROAD CLOSURE REQUEST FOR 1ST
ANNUAL YPSILANTI AREA UNITY MARCH**

Clerk Lovejoy Roe stated that Deputy Garrett received a phone call from Michael White, one of the organizers of the march, stating that the Road Commission made a mistake and did not get this request for a road closure on their agenda.

**8. RESOLUTION 2015-34, RENEWABLE ENERGY STRATEGY FOR FORD LAKE
HYDRO STATION**

Michael Saranen, Hydro Station Manager, stated that the Township owns about 1800 RECS, although the Township would generate more but state law requires us to give them to DTE at no charge. He said he would like to apply most of the 1800 RECS to Township buildings which we could then claim that we have a near zero carbon footprint. He also said that at that point we could let residents know that our buildings are using renewable energy. He shared that the other surplus RECS we generate we could sell on the open market. Mr. Saranen said he believes this is good for the Township and it is good for our environment.

**9. REQUEST TO APPROVE AMENDED ESTIMATES WITH THE WASHTENAW
COUNTY ROAD COMMISSION IN THE INCREASED AMOUNTS OF
\$2,732.50 FOR INSTALLATION OF TRAFFIC CALMING DEVICES ON
BERKLEY AVE. AND \$1,688.00 FOR INSTALLATION OF THREE (3)
PEDESTRIAN CROSSWALKS IN GREENE FARMS SUBDIVISION BUDGETED
IN LINE ITEM #101-446-000-818-022**

**10. REQUEST OF MIKE RADZIK, OCS DIRECTOR, FOR AUTHORIZATION TO
SEEK LEGAL ACTION IF NECESSARY TO ABATE 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 \$40,000.00
BUGETED IN LINE ITEM #101-950-000-801-023**

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 WORK SESSION MINUTES
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Mike Radzik described the various properties and the concerns regarding them.

**11. REQUEST OF NEXUS GAS TRANSMISSION FOR AUTHORIZATION
TO SURVEY TOWNSHIP OWNED PARCELS K-11-13-331-005, K-11-13-331-
017 AND K-11-13-331-003**

Clerk Lovejoy Roe clarified that this was for surveying only.

**12. REQUEST TO CANCEL YPSILANTI TOWNSHIP BOARD MEETING SCHEDULED
FOR TUESDAY, NOVEMBER 3, 2015 DUE TO SPECIAL ELECTION**

OTHER BUSINESS

**A. REQUEST BY JEFF ALLEN FOR THE COMPLETION OF THE VETERANS
DRIVE PROJECT TO PAY ANGLIN CIVIL \$12,000.00 FOR CONCRETE
WORK INCLUDING EXTENDING EXISTING SIDEWALK TO HURON RIVER
DRIVE**

AUTHORIZATION AND BIDS

**1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER, TO
AUTHORIZE PURCHASE OF FIFTEEN (15) DELL CUSTOM BUILT
WORKSTATIONS FROM DELL DIRECT IN THE AMOUNT OF \$16,785.30
BUDGETED IN LINE ITEM #101-266-000-977-000**

Mr. Radzik stated that since Mr. McDugald was at a conference, he was here to explain that this purchase was a budgeted plan to replace workstations every five years.

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 WORK SESSION MINUTES
PAGE 10**

**2. 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**

MAJESTIC/LAKEWOOD DEVELOPMENT (further discussion)

Attorney Winters requested that the restrictions that are now in place with Majestic /Lakewood, Redwood and Nautica Lakes be recorded into the Master Deed.

Mr. Joe Lawson stated that all owners will be subject to the PD agreement so all new owners will be subject to the conditions in the P.D. Agreement when they purchase any portion of the land.

Supervisor Stumbo stated each development would have a separate development agreement.

Mr. Manny Kianicky said that the Master Deed requires an Exhibit B to go along with it and Exhibit B requires the final Engineering to be done. Atwell is currently working on that and he hoped to have that completed in a few more weeks.

Attorney Winters requested at the Board Meeting, the Board include that, at PD Stage II, the Master Deeds must have been approved by attorney before final PD Stage II approval by the board.

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 WORK SESSION MINUTES
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The meeting adjourned at approximately 6:51 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

CHARTER TOWNSHIP OF YPSILANTI

MINUTES OF THE SEPTEMBER 15, 2015 REGULAR MEETING

Supervisor Stumbo, called the meeting to order at approximately 7:06 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

MEMBERS ABSENT: Trustee Jean Hall Currie and Scott Martin

LEGAL COUNSEL: Wm. Douglas Winters

PUBLIC HEARING

2015 SPECIAL ASSESSMENT LEVY RESOLUTION 2015-29

Supervisor Stumbo declared the Public Hearing open at 7:07 p.m. She said this levy was for street lighting, drains, and noxious weeds. Supervisor Stumbo asked for any comments. There were no comments so she declared the Public Hearing closed at 7:09 p.m.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution 2015-29 Special Assessment Levy (see attached).

The motion carried unanimously

PUBLIC COMMENTS

Ms. Kaiser, Township Resident, asked when they would have the open house at the new Law Enforcement Center. She also thanked Law Enforcement for all they do.

Supervisor Stumbo stated at this time we did not have a date for the open house.

Mr. Williams, Township Resident, commented that he was against the cameras that were approved for the Appleridge neighborhood. He questioned the direction that the cameras are facing, he said he would like speed bumps.

Supervisor Stumbo stated the direction of the cameras would be checked. She said the Washtenaw County Road Commission would be responsible for the speed bumps.

Monica Ross-Williams thanked the township for support of the Ypsilanti Area Unity March although it will not be on the agenda tonight. She also added her disappointment that the Ypsilanti Visitor Convention Bureau will merge with Ann Arbor. She felt that the eastern part of Ypsilanti which includes the township would not benefit from the merger.

CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 REGULAR MEETING MINUTES
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Supervisor Stumbo stated the Board sent a letter to keep the Ypsilanti Bureau separate. She stated that there was a ten year agreement planned to keep the current location of the Ypsilanti Bureau and that they would keep the employees for the ten years.

CONSENT AGENDA

A. MINUTES OF THE AUGUST 18, 2015, WORK SESSION AND REGULAR MEETING

B. STATEMENT AND CHECKS

- 1. STATEMENTS AND CHECKS FOR SEPTEMBER 1, 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 \$1,177.50**

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

SUPERVISOR REPORT

A. PROCLAMATION OF APPRECIATION PRESENTED TO DEPUTY L'SHANE BYNUM (see attached).

Mike Radzik, OCS Director, stated that Deputy Bynum participated in training for the use of naloxone which is a prescribed medication that reverses the effects of opiates such as heroin especially in critical overdose situations. Seven days after the training Deputy Bynum was called into action on August 28, 2015. He was dispatched to International Drive for a possible overdose. The frantic caller 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 located a faint pulse on this 26 year old male victim and having heard the history of drug use acted quickly and administered one dose of nasal naloxone in each nostril and within a minute the victim began to breathe and cough on his own. Deputy Bynum administered first aid until medical personnel arrived. Deputy Bynum said he had responded to 8-10 overdoses during the past two years and it was sad to listen to love ones asking "why you aren't doing anything". He now has this tool that can actually help save a life.

CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 REGULAR MEETING MINUTES
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Mr. Radzik stated that the Ypsilanti Township Community was excited and encouraged to witness your leadership carrying forward in your law enforcement career as you serve this community with dedication and compassion. He said on behalf of the citizens of the Charter Township of Ypsilanti and the Board of Trustees I hereby award this Proclamation of Appreciation to Deputy L'Shane Bynum for his decisive action to save a human life.

Deputy L'Shane Bynum thanked the Sheriffs' Office and the Township of Ypsilanti for allowing him to live his dream of being a Police Officer.

CLERK REPORT

(Given in the work session and in the Board Packet)

TREASURER REPORT

(none given)

TRUSTEE REPORT

(none given)

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that the legal issues are on the agenda tonight.

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)**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge, to remove from table the Request for 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.

CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 REGULAR MEETING MINUTES
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The motion to remove from table carried as follows:

Eldridge:	Yes	Stumbo:	Yes	Love Joy Roe:	Yes
Doe:	Yes	M. Martin:	Yes		

Clerk Lovejoy Roe made a motion, supported by Doe to approve the Request for Authorization to Approve Purchase Agreement for Ypsilanti Township Vacant Property Location at 5871 S. Mohawk Avenue K-11-22-480-050 with Deed Restrictions to Joseph Kissella, Jr. (see attached).

The motion carried unanimously.

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)

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 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 Including that Before P.D. Stage II Final Site Plan Approval all Master Deeds Must be Approved By the Township Attorney (see attached).

The motion carried as follows:

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

3. 2nd READING OF PROPOSED ORDINANCE 2015-451, SEWAGE DISPOSAL RATE CHANGE (1ST READING HELD AT THE AUGUST 18, 2015 REGULAR MEETING).

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the 2nd Reading of Proposed Ordinance 2015-451, Sewage Disposal Rate Change (see attached).

The motion carried as follows:

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

CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 REGULAR MEETING MINUTES
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- 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).**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2nd Reading of RESOLUTION 2015-27, Proposed Ordinance 2015-449, to Amend Chapter 66 Vegetation Maintenance Standards (see attached).

The motion carried as follows:

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

- 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).**

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

The motion carried as follows:

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

- 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).**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the 2nd Reading of Proposed Ordinance 2015-452, Designation of Authorized Officials to Write Municipal Civil Infractions (see attached).

The motion carried as follows:

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

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 REGULAR MEETING MINUTES
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NEW BUSINESS

1. BUDGET AMENDMENT #11

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #11 (see attached).

The motion carried unanimously.

**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**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Policy and Procedure Updates to the Tobacco Use Policy and American with Disabilities Act Statement (see attached).

The motion carried unanimously.

**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**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge 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 adding that before PD Stage II Final Site Plan Approval, the Master Deeds Must Be Approved by the Township Attorney (see attached).

The motion carried unanimously.

4. RESOLUTION 2015-30, PAYMENT OF RECURRING BILLS

The motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Resolution 2015-30 Payment of Recurring Bills (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 REGULAR MEETING MINUTES
PAGE 7**

5. RESOLUTION 2015-31, VACANT PROPERTY FEE SCHEDULE

The motion was made by Clerk Lovejoy Roe, supported by Trustee M. Martin to approve the Resolution 2015-31, Vacant Property Fee Schedule (see attached).

The motion carried unanimously.

6. RESOLUTION 2015-32, PROFESSIONAL SERVICE FEES FOR TOWNSHIP, ATTORNEY, PLANNER, ENGINEER, AND FIRE DEPARTMENT

The motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Resolution 2015-32, Professional Service Fees for Township, Attorney, Planner, Engineer, and Fire Department (see attached).

The motion carried unanimously.

7. RESOLUTION 2015-33, TEMPORARY ROAD CLOSURE REQUEST FOR 1ST ANNUAL YPSILANTI AREA UNITY MARCH (No Action Taken)

8. RESOLUTION 2015-34, RENEWABLE ENERGY STRATEGY FOR FORD LAKE HYDRO STATION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Resolution 2015-34, Renewable Energy Strategy for Ford Lake Hydro Station and Include the Waiving of any Charges Stated in the Fee Schedule to Township Departments (see attached).

The motion carried unanimously.

9. REQUEST TO APPROVE AMENDED ESTIMATES WITH THE WASHTENAW COUNTY ROAD COMMISSION IN THE INCREASED AMOUNTS OF \$2,732.50 FOR INSTALLATION OF TRAFFIC CALMING DEVICES ON BERKLEY AVE. AND \$1,688.00 FOR INSTALLATION OF THREE (3) PEDESTRIAN CROSSWALKS IN GREENE FARMS SUBDIVISION BUDGETED IN LINE ITEM #101-446-000-818-022

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the Amended Estimates with the Washtenaw County Road Commission in the Increased Amounts of \$2,732.50 for Installation of Traffic Calming Devices on Berkley Ave., and \$1,688.00 for Installation of Three (3) Pedestrian Crosswalks in Greene Farms Subdivision Budgeted in Line Item #101-446-000-818-022.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 REGULAR MEETING MINUTES
PAGE 8**

- 10. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE 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 \$40,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve to Seek Legal Action if Necessary to Abate Public Nuisance for Properties located at 1525 S. Pasadena, 1408 Andrea St., 1357 McCarthy Ct, 7274 Rachel Dr., 711 Cayuga, 1106 Juneau and 8950/9070 Charlotte Ct. in the amount of \$40,000.00 budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

- 11. REQUEST OF NEXUS GAS TRANSMISSION FOR AUTHORIZATION TO SURVEY TOWNSHIP OWNED PARCELS K-11-13-331-005, K-11-13-331-017 AND K-11-13-331-003**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Request of Nexus Gas Transmission for Authorization to Survey Township Owned Parcels K-11-13-331-005, K-11-13-331-017 and K-11-13-331-003.

The motion carried unanimously.

- 12. REQUEST TO CANCEL YPSILANTI TOWNSHIP BOARD MEETING SCHEDULED FOR TUESDAY, NOVEMBER 3, 2015 DUE TO SPECIAL ELECTION**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Cancel Ypsilanti Township Board Meeting Scheduled for Tuesday, November 3, 2015 due to Special Election.

The motion carried unanimously.

OTHER BUSINESS

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the request by Jeff Allen, Residential Services Director, for \$12,000.00 to be paid to Anglin Civil to complete the concrete work for the Veterans' Drive project which will include extending existing sidewalk to Huron River Drive.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 15, 2015 REGULAR MEETING MINUTES
PAGE 9**

AUTHORIZATION AND BIDS

- 1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO AUTHORIZE PURCHASE OF FIFTEEN (15) DELL CUSTOM BUILT WORKSTATIONS FROM DELL DIRECT IN THE AMOUNT OF \$16,785.30 BUDGETED IN LINE ITEM #101-266-000-977-000.**

A motion was made by Trustee Eldridge, supported by Doe to approve the purchase of fifteen (15) Dell Custom Built Workstations from Dell Direct in the Amount of \$16,785.30 Budgeted in Line Item #101-266-000-977-000.

The motion carried unanimously.

- 2. 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.**

A motion was made by Treasurer Doe, supported by Trustee M. Martin to Approve 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.

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 8:00 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. 2015-29

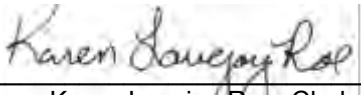
SPECIAL ASSESSMENT LEVY

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.

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. 2015-29 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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

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.

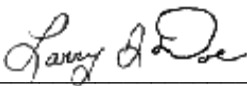
Dated and signed this 15th day of September, 2015.



Brenda L. Stumbo, Supervisor



Karen Lovejoy Roe, Clerk



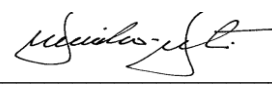
Larry J. Doe, Treasurer



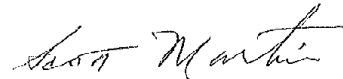
Jean Hall Currie, Trustee



Stan Eldridge, Trustee



Mike Martin, Trustee



Scott Martin, Trustee

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) made the 16th 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:

Lisa R. Garrett
Lisa R. Garrett

Brenda L. Stumbo
Charter Township of Ypsilanti
Brenda L. Stumbo, Supervisor

Dated: 9-16-15

Lisa R. Garrett
Lisa R. Garrett

Karen Lovejoy Roe
Charter Township of Ypsilanti
Karen Lovejoy Roe, Clerk

Dated: 9-16-15

Lisa R. Garrett
Lisa R. Garrett

PURCHASER:

Joseph Kissella Jr.
Joseph Kissella Jr.
Dated: 9/17/15

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,

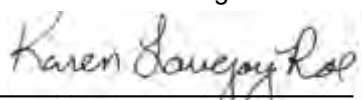
BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees hereby approves the application of Blue Majestic, LLC. to amend the Planned Development (PD) Stage I Site Plan and Rezoning as associated with the Majestic Lakes Residential Development formerly known as Lakewood Farms to be known 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 and that before PD stage II the master deeds must be approved by the Township attorney.

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. 2015-16 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2015-448 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 15, 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, Doe, Stumbo, Roe ABSENT: S. Martin, Currie NO: None. ABSTAIN: None.

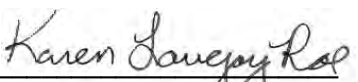

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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.

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:

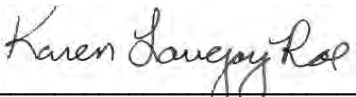
Schedule A:

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 adoption of Ordinance No. 2015-451 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 15, 2015 after first being introduced at a Regular Meeting held on August 18, 2015. The motion to approve was made by member Roe and seconded by member Doe. Yes: Mike Martin, Eldridge, Stumbo, Roe, Doe. ABSENT: S. Martin, Currie NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: Thursday, September 24, 2015

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

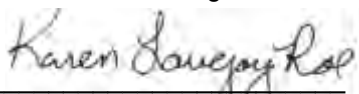
Whereas, the growth of grass and vegetation along fence lines, structural perimeters and landscaped areas exceeding the 7" height limitation is unsightly and negatively impacts the overall appearance of neighborhoods; and

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.

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. 2015-27 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**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 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 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 reduced and 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.

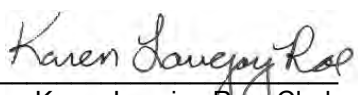
Effective Date and Repeal of Conflicting Ordinances

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 adoption of Ordinance No. 2015-449 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 15, 2015 after first being introduced at a Regular Meeting held on August 18, 2015. The motion to approve was made by member Roe and seconded by member Doe. Yes: Mike Martin, Eldridge, Doe, Stumbo, Roe. ABSENT: S. Martin, Currie NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: Thursday, September 24, 2015

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

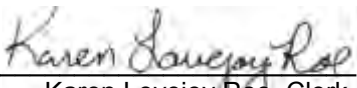
Whereas, the Township Board of Trustees finds that it is in the best interest of the health, safety and welfare of Township residents to regulate vacant residential, commercial and industrial properties by requiring that such properties register with the Office of Community Standards; and

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.

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. 2015-28 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**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 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 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 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 residential, commercial and industrial structures.

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

Owners of real property are required to register all vacant 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 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 inspections 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.

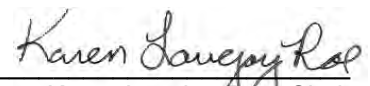
Publication

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2015-450 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 15, 2015 after first being introduced at a Regular Meeting held on August 18, 2015. The motion to approve was made by member Roe and seconded by member Eldridge. Yes: Mike Martin, Eldridge, Doe, Stumbo, Roe. ABSENT: S. Martin, Currie NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**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.

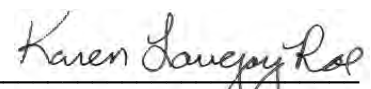
Publication

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2015-452 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 15, 2015 after first being introduced at a Regular Meeting held on August 18, 2015. The motion to approve was made by member Roe and seconded by member Eldridge. Yes: Mike Martin, Eldridge, Doe, Stumbo, Roe. ABSENT: S. Martin, Currie NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: Thursday, September 24, 2015

**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.

****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.

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: _____

Original: Human Resource Department

Copy: Applicable Department Manager

*****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.

**FIRST AMENDMENT TO LAKEWOOD
PLANNED DEVELOPMENT AGREEMENT**

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**

18

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

On this 15th day of September, 2015, 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.

LISA R. GARRETT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 25, 2017
Acting in the County of Washtenaw

Lisa R. Garrett
_____, Notary Public Washtenaw County, MI
Acting in the County of Washtenaw, State of Michigan
My Commission expires: 2-25-17

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.

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

PAYMENT OF RECURRING BILLS

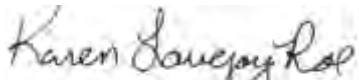
WHEREAS, during the 2000 Audit report by the Township auditor, Post, Smythe, Lutz & Ziel during a working session held on June 19, 2001, it was recommended that a resolution be adopted for payment of recurring bills in order to avoid late fees and/or charges and to take advantage of discounts;

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

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. 2015-30 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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.

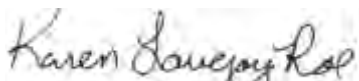
NOW THEREFORE,

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

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. 2015-31 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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 deposit 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

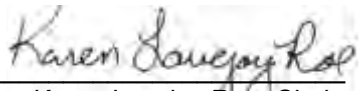
NOW THEREFORE,

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.

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. 2015-32 approved by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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

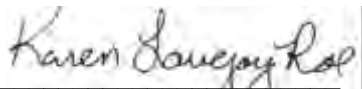
Now Therefore,

Be it Resolved, that the attached fee sheet is hereby established and waived for internal township exchanges;

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.

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. 2015-34 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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



**Accounting
Department**

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

October 6, 2015 BOARD MEETING

ACCOUNTS PAYABLE CHECKS - \$ 843,191.84

HAND CHECKS - \$ 608,106.79

GRAND TOTAL - **\$1,451,298.63**

User: mharris

CHECK NUMBERS 169701 - 169804

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
09/09/2015	AP	169701	6821	AT & T	80.74
09/09/2015	AP	169702	6821	AT & T	24.70
09/09/2015	AP	169703	0363	COMCAST CABLE	92.85
09/09/2015	AP	169704	0363	COMCAST CABLE	146.56
09/09/2015	AP	169705	0363	COMCAST CABLE	102.85
09/09/2015	AP	169706	0363	COMCAST CABLE	102.85
09/09/2015	AP	169707	0363	COMCAST CABLE	237.85
09/09/2015	AP	169708	0118	DTE ENERGY	17,301.77
09/09/2015	AP	169709	1475	VERIZON WIRELESS	1,639.72
09/09/2015	AP	169710	1475	VERIZON WIRELESS	100.90
09/09/2015	AP	169711	1475	VERIZON WIRELESS	70.94
09/09/2015	AP	169712	15934	WASTE MANAGEMENT	120.78
09/11/2015	AP	169713	6821	AT & T	3,597.90
09/11/2015	AP	169714	0363	COMCAST CABLE	93.90
09/11/2015	AP	169715	0363	COMCAST CABLE	264.35
09/11/2015	AP	169716	JL&C	JAMES LEFFEL & CO.	41,470.00
09/11/2015	AP	169717	0480	YPSILANTI COMMUNITY	4,989.40
09/11/2015	AP	169718	0211	YPSILANTI TWP. TAX COLLECTION	9,702.62
09/11/2015	AP	169719	A. HENING	ANDREW HENINGBURG	55.50
09/11/2015	AP	169720	B. EHMAN	BROOKE EHMAN	14.00
09/11/2015	AP	169721	C. BOBLITT	CATHERINE BOBLITT	14.00
09/11/2015	AP	169722	C. SHELL	CHRISTINA SHELL	14.00
09/11/2015	AP	169723	C. HALL	CYNTHIA HALL	14.00 V
09/11/2015	AP	169724	D. DARNELL	DESTINIE DARNELL	55.50
09/11/2015	AP	169725	E. MICKELS	ERNEST MICKELSON	14.00
09/11/2015	AP	169726	F. SHIPP	FEODIES SHIPP	14.00
09/11/2015	AP	169727	FDAGNILO	FRANCIS DAGNILLO	14.00
09/11/2015	AP	169728	G. SOLLOSI	GARY SOLLOSI	14.00
09/11/2015	AP	169729	G. FRYE	GAYLE FRYE	14.00
09/11/2015	AP	169730	G.GRISWOLD	GINELE GRISWOLD	55.50
09/11/2015	AP	169731	G. ALEMAN	GUILLERMO ALEMAN	14.00
09/11/2015	AP	169732	J. DARGAY	JAMES DARGAY	55.50
09/11/2015	AP	169733	J. COOPER	JANET COOPER	55.50
09/11/2015	AP	169734	J. NEWMANN	JEFFERY NEUMANN	14.00
09/11/2015	AP	169735	J. TAITE	JEFFREY TAITE	55.50
09/11/2015	AP	169736	L.MCCLEERY	LAURA MCCLEERY	55.50
09/11/2015	AP	169737	16229	LAZETTE STITT	14.00
09/11/2015	AP	169738	M. WALLACE	MARK WALLACE	14.00
09/11/2015	AP	169739	P. WHITE	PAUL WHITE	55.50
09/11/2015	AP	169740	R. BENTLEY	RICHARD BENTLEY	55.50
09/11/2015	AP	169741	S ALLEN	SADDIQUA ALLEN	55.50
09/11/2015	AP	169742	S. STONER	SANDRA STONER	55.50
09/11/2015	AP	169743	S. SUTTON	SAVANNAH SUTTON	55.50
09/11/2015	AP	169744	S. RAZO	SIERRA RAZO	55.50
09/11/2015	AP	169745	T. MARBURY	THIRKIELD MARBURY	55.50
09/15/2015	AP	169746	B. BANKS	BRIAN BANKS	14.00
09/15/2015	AP	169747	D. ROSE	DONALD ROSE	14.00
09/15/2015	AP	169748	E. BOZEK	EDWARD BOZEK	14.00
09/15/2015	AP	169749	E GRIFFITH	ELTON GRIFFITH	14.00
09/15/2015	AP	169750	J. CHOPP	JENNIFER CHOPP	14.00
09/15/2015	AP	169751	J. LINGER	JENNIFER LINGERTOT	14.00
09/15/2015	AP	169752	J. TAYLOR	JENNIFER TAYLOR	14.00
09/15/2015	AP	169753	J. KINSLER	JESSICA KINSLER	14.00
09/15/2015	AP	169754	K. EGOLF	KAREN EGOLF	14.00
09/15/2015	AP	169755	K. WILLIAM	KATHLEEN WILLIAMS	55.50
09/15/2015	AP	169756	K. MAIDA	KYLE MAIDA	14.00
09/15/2015	AP	169757	KWMS	KYRA WILLIAMS-BENNETT	14.00
09/15/2015	AP	169758	L. MICHAEL	LAWRENCE MICHAEL	14.00
09/15/2015	AP	169759	L. VAUGHN	LAWYER VAUGHN	14.00
09/15/2015	AP	169760	L. HOGAN	LISA HOGAN	55.50
09/15/2015	AP	169761	L. FLUKE	LORI FLUKE	14.00
09/15/2015	AP	169762	M. GRINWIS	MARCUS GRINWIS	14.00
09/15/2015	AP	169763	M. MOURGAS	MICHAEL MOURGAS	55.50
09/15/2015	AP	169764	N. SMITH	NANCY SMITH	14.00
09/15/2015	AP	169765	P. THOMAS	PAMELA THOMAS	14.00
09/15/2015	AP	169766	R. WARD	RANDY WARD	55.50
09/15/2015	AP	169767	R. BELIAN	REBECCA BELIAN	14.00
09/15/2015	AP	169768	R. LAURAIN	RETHA LAURAIN	14.00
09/15/2015	AP	169769	R. FELTNER	ROBERT FELTNER	55.50
09/15/2015	AP	169770	R. CHAVEZ	ROBERTO CHAVEZ	14.00
09/15/2015	AP	169771	R. BISHOP	RONALD BISHOP	55.50
09/15/2015	AP	169772	S. WADE	SUSAN WADE	55.50
09/15/2015	AP	169773	SLITTLE	SYLVESTER LITTLE	14.00
09/15/2015	AP	169774	12926	TERRI FERRELL	14.00
09/15/2015	AP	169775	0363	COMCAST CABLE	4,407.00
09/15/2015	AP	169776	15794	MIDWEST GOLF & TURF	935.00
09/15/2015	AP	169777	6376	TRACTOR SUPPLY COMPANY	439.93
09/15/2015	AP	169778	1475	VERIZON WIRELESS	2,194.40

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/15/2015	AP	169779	0480	YPSILANTI COMMUNITY	112.30
09/15/2015	AP	169780	16408	JTW PIPES LLC	633.00 V
09/15/2015	AP	169781	16408	JTW PIPES LLC	633.00 V
09/15/2015	AP	169782	16408	JTW PIPES LLC	633.00
09/18/2015	AP	169783	ANGLIN	ANGLIN CIVIL LLC	202,863.55
09/18/2015	AP	169784	0363	COMCAST CABLE	195.20
09/18/2015	AP	169785	15934	WASTE MANAGEMENT	1,528.30
09/18/2015	AP	169786	15934	WASTE MANAGEMENT	95,553.37
09/18/2015	AP	169787	15934	WASTE MANAGEMENT	28,073.78
09/18/2015	AP	169788	15934	WASTE MANAGEMENT	756.30
09/18/2015	AP	169789	15934	WASTE MANAGEMENT	217.59
09/18/2015	AP	169790	15934	WASTE MANAGEMENT	505.36
09/18/2015	AP	169791	15934	WASTE MANAGEMENT	6,370.85
09/18/2015	AP	169792	15934	WASTE MANAGEMENT	31,114.23
09/18/2015	AP	169793	0480	YPSILANTI COMMUNITY	168.42
09/11/2015	AP	169794	C. HALL	CYNTHIA DUKES	14.00
09/24/2015	AP	169795	CEDRONI	CEDRONI ASSOCIATES, INC.	73,132.84
09/24/2015	AP	169796	COMCAST B	COMCAST BUSINESS	825.00
09/24/2015	AP	169797	0363	COMCAST CABLE	142.85
09/24/2015	AP	169798	0363	COMCAST CABLE	114.95
09/24/2015	AP	169799	0119	DTE ENERGY**	72,394.40
09/24/2015	AP	169800	0426	GUARDIAN ALARM	570.19
09/24/2015	AP	169801	16486	PAETEC	499.15
09/24/2015	AP	169802	15934	WASTE MANAGEMENT	250.00
09/24/2015	AP	169803	15421	WEX BANK	2,236.68
09/24/2015	AP	169804	0480	YPSILANTI COMMUNITY	75.97

AP TOTALS:

Total of 104 Checks:	609,386.79
Less 3 Void Checks:	1,280.00
Total of 101 Disbursements:	608,106.79

User: mharris

CHECK NUMBERS 169805 - 169942

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
10/06/2015	AP	169805	2937	A & R TOTAL CONSTRUCTION, INC.	842.34
10/06/2015	AP	169806	AAATA	AAATA	79.52
10/06/2015	AP	169807	6858	ABBEEY DOOR	573.00
10/06/2015	AP	169808	11339	ACCUSHRED LLC	50.00
10/06/2015	AP	169809	0468	ACUSHNET COMPANY	303.26
10/06/2015	AP	169810	15493	ADAM KURTINAITIS	1,365.00
10/06/2015	AP	169811	ADMIN_ARS	ADMIN ARSENAL INC	225.00
10/06/2015	AP	169812	4709	ALLEGRA PRINTING AND IMAGING	1,013.00
10/06/2015	AP	169813	0560	ALLGRAPHICS CORPORATION	27.60
10/06/2015	AP	169814	5557	ALLIED, INC.	220.50
10/06/2015	AP	169815	ANGLIN	ANGLIN CIVIL LLC	181,654.96
10/06/2015	AP	169816	0017	ANN ARBOR CLEANING SUPPLY	298.10
10/06/2015	AP	169817	0022	ANN ARBOR WELDING SUPPLY CO	299.60
10/06/2015	AP	169818	0215	AUTO VALUE YPSILANTI	679.62
10/06/2015	AP	169819	AC LLC	AUTOMATED CONFIRMATIONS, LLC	23.75
10/06/2015	AP	169820	B.L. DIST	B.L. DISTRIBUTION LLC	264.76
10/06/2015	AP	169821	6397	BARR ENGINEERING COMPANY	7,996.17
10/06/2015	AP	169822	B. UDEH	BASIL UDEH	184.00
10/06/2015	AP	169823	0007	BECKETT & RAEDER	909.76
10/06/2015	AP	169824	2883	BEHLER-YOUNG CO.	13.12
10/06/2015	AP	169825	B. MCCURDY	BLAINA MCCURDY	100.00
10/06/2015	AP	169826	BLUE LAKES	BLUE LAKES CHARTERS & TOURS	495.00
10/06/2015	AP	169827	2827	BOICE GRADALL	1,100.00
10/06/2015	AP	169828	15822	BREATHING AIR SYSTEMS	1,245.50
10/06/2015	AP	169829	0071	BRENDA STUMBO	101.95
10/06/2015	AP	169830	0898	BS & A SOFTWARE	8,145.00
10/06/2015	AP	169831	8274	BUDGET TOWING	1,950.00
10/06/2015	AP	169832	CARDNO ATC	CARDNO ATC	5,915.00
10/06/2015	AP	169833	0870	CHARTER TOWNSHIP OF SUPERIOR	46.41
10/06/2015	AP	169834	2276	CINCINNATI TIME SYSTEMS	787.70
10/06/2015	AP	169835	15452	COLD CUT KRUISE	57.00
10/06/2015	AP	169836	3791	COMM SOURCE	1,251.00
10/06/2015	AP	169837	0582	CONGDON'S	425.82
10/06/2015	AP	169838	CONTI	CONTI	195.00
10/06/2015	AP	169839	5567	CURRENT ELECTRIC	279.00
10/06/2015	AP	169840	DAWN FARM	DAWN FARM	687.25
10/06/2015	AP	169841	DCS	DEBORAH'S CATERING SERVICES	400.00
10/06/2015	AP	169842	16212	DELL MARKETING L.P.	5,671.55
10/06/2015	AP	169843	0145	DOUGLASS SAFETY SYSTEMS	3,713.50
10/06/2015	AP	169844	2913	EMERGENCY VEHICLE SERVICES	516.73
10/06/2015	AP	169845	2898	EMERGENT HEALTH PARTNERS	5,956.15
10/06/2015	AP	169846	4535	EMPCO, INC.	4,224.25
10/06/2015	AP	169847	EPOCH	EPOCH EYEWEAR	206.22
10/06/2015	AP	169848	1200	FEDERAL EXPRESS CORPORATION	134.79
10/06/2015	AP	169849	16443	FLOYD'S RIGGING AND MACHINERY	954.00
10/06/2015	AP	169850	0073	GENE BUTMAN FORD	1,198.25
10/06/2015	AP	169851	GWORKS	GOOSEWORKS, LLC	400.00
10/06/2015	AP	169852	1233	GORDON FOOD SERVICE INC.	2,038.95
10/06/2015	AP	169853	15522	GORNO FORD	31,522.00
10/06/2015	AP	169854	6161	GOVERNMENTAL CONSULTANT	2,850.00
10/06/2015	AP	169855	0107	GRAINGER	573.05
10/06/2015	AP	169856	6414	GRIFFIN PEST SOLUTIONS	443.00
10/06/2015	AP	169857	6021	HENDERSON GLASS	29.95
10/06/2015	AP	169858	0503	HOME DEPOT	179.51
10/06/2015	AP	169859	6868	IMPERIAL HEADWEAR	907.79
10/06/2015	AP	169860	0623	JACKIE MCLAIN	60.00
10/06/2015	AP	169861	J. WMS	JAMILLE WILLIAMS	100.00
10/06/2015	AP	169862	4467	JOHN DEERE LANDSCAPES	635.14
10/06/2015	AP	169863	6357	JUMP-A-RAMA	1,188.60
10/06/2015	AP	169864	LLS	LANGUAGE LINE SERVICES	33.70
10/06/2015	AP	169865	16358	LANSING SANITARY SUPPLY, INC	117.45
10/06/2015	AP	169866	0222	LARDNER ELEVATOR COMPANY	1,740.00
10/06/2015	AP	169867	LCI	LEO'S CONEY ISLAND	225.00
10/06/2015	AP	169868	7038	LINCOLN SCHOOL DISTRICT	286.16
10/06/2015	AP	169869	16137	LISA GARRETT	43.22
10/06/2015	AP	169870	6550	LOOKING GOOD LAWNS	7,630.00
10/06/2015	AP	169871	6467	LOWE'S	209.29
10/06/2015	AP	169872	11330	LSL PLANNING INC	1,160.00
10/06/2015	AP	169873	6185	LUBRICATION ENGINEERS	395.28
10/06/2015	AP	169874	2344	MARC DUTTON IRRIGATION, INC.	600.00
10/06/2015	AP	169875	M. HOLMES	MARCHON HOLMES	100.00
10/06/2015	AP	169876	0158	MARK HAMILTON	1,500.00
10/06/2015	AP	169877	6476	MASA	84.00
10/06/2015	AP	169878	0253	MCLAIN AND WINTERS	9,775.00
10/06/2015	AP	169879	16165	MICHIGAN ABILITY PARTNERS	1,612.00
10/06/2015	AP	169880	1485	MICHIGAN CAT	89.96
10/06/2015	AP	169881	16461	MICHIGAN LINEN SERVICE, INC.	1,904.35
10/06/2015	AP	169882	MML	MICHIGAN MUNICIPAL LEAGUE	9,563.86

User: mharris

CHECK NUMBERS 169805 - 169942

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
10/06/2015	AP	169883	N. BANKS	NANCY BANKS	100.00
10/06/2015	AP	169884	2986	NAPA AUTO PARTS*	41.59
10/06/2015	AP	169885	N. HOTZ	NICK HOTZ	200.00
10/06/2015	AP	169886	2997	OFFICE EXPRESS	642.02
10/06/2015	AP	169887	1081	OKINAWAN KARATE CLUB	671.30
10/06/2015	AP	169888	OPTIV	OPTIV SECURITY INC.	458.19
10/06/2015	AP	169889	0501	PARK ATHLETIC SUPPLY	472.50
10/06/2015	AP	169890	0913	PARKWAY SERVICES, INC.	380.00
10/06/2015	AP	169891	PEPSI	PEPSI BEVERAGES COMPANY	965.88
10/06/2015	AP	169892	P. POWER	PETER POWER	1,645.00
10/06/2015	AP	169893	0722	PRINTING SYSTEMS	259.01
10/06/2015	AP	169894	6045	Q.P.S PRINTING	245.81
10/06/2015	AP	169895	16395	RESIDEX TURFGRASS ***	1,235.61
10/06/2015	AP	169896	1637	RESIDEX, LLC	31.00
10/06/2015	AP	169897	6308	RKA PETROLEUM	5,502.91
10/06/2015	AP	169898	0634	SAM'S CLUB DIRECT	316.56
10/06/2015	AP	169899	8525	SANDRA MAE TWEEDY	7.00
10/06/2015	AP	169900	6578	SMEMSIC	185.00
10/06/2015	AP	169901	15751	SOUTHERN COMPUTER WAREHOUSE	149.80
10/06/2015	AP	169902	1507	SPARTAN DISTRIBUTORS	1,545.30
10/06/2015	AP	169903	3212	STANLEY CONVERGENT SECURITY	282.00
10/06/2015	AP	169904	3001	START SMART SPORTS DEV.	271.77
10/06/2015	AP	169905	STATEOFMI	STATE OF MICHIGAN	61.50
10/06/2015	AP	169906	STATEOFMI	STATE OF MICHIGAN	61.50
10/06/2015	AP	169907	0632	STERICYCLE INC	167.11
10/06/2015	AP	169908	6509	SUNSHINE MEDICAL	2,059.00
10/06/2015	AP	169909	0449	SYSCO FOOD SERVICES OF DETROIT	287.00
10/06/2015	AP	169910	11025	TAMMIE KEEN	23.98
10/06/2015	AP	169911	TERMINX	TERMINX PROCESSING CENTER	50.00
10/06/2015	AP	169912	6974	TERRY CONDI	135.00
10/06/2015	AP	169913	TETRA TECH	TETRA TECH, INC	3,457.83
10/06/2015	AP	169914	T. FOOTE	THERESE ANN FOOTE	403.90
10/06/2015	AP	169915	15787	THOMAS REUTERS	284.05
10/06/2015	AP	169916	15474	TINA HOTCHKISS	116.57
10/06/2015	AP	169917	15941	TODD BARBER	4,475.00
10/06/2015	AP	169918	5444	TRAVIS MCDUGALD	292.29
10/06/2015	AP	169919	2943	TRI COUNTY INTERNATIONAL	429.75
10/06/2015	AP	169920	3082	UNIVERSITY TRANSLATORS	367.50
10/06/2015	AP	169921	7045	VAN BUREN SCHOOL DISTRICT	93.52
10/06/2015	AP	169922	0497	VAN BUREN STEEL & FABRICATING	25.00
10/06/2015	AP	169923	6627	VICTORY LANE	116.12
10/06/2015	AP	169924	7035	WASHTENAW COMMUNITY COLLEGE#	410.72
10/06/2015	AP	169925	3745	WASHTENAW COMMUNITY COLLEGE'	285.00
10/06/2015	AP	169926	16425	WASHTENAW COUNTY LEGAL NEWS	210.00
10/06/2015	AP	169927	15249	WASHTENAW COUNTY SHERIFF'S OFFICE	250.00
10/06/2015	AP	169928	7005	WASHTENAW COUNTY TREASURER	6,107.50
10/06/2015	AP	169929	7005	WASHTENAW COUNTY TREASURER	1,425.28
10/06/2015	AP	169930	0444	WASHTENAW COUNTY TREASURER#	21,846.00
10/06/2015	AP	169931	0444	WASHTENAW COUNTY TREASURER#	452,541.25
10/06/2015	AP	169932	7042	WASHTENAW INTERMEDIATE	435.33
10/06/2015	AP	169933	7044	WAYNE ISD	32.04
10/06/2015	AP	169934	16368	WEINGARTZ	224.97
10/06/2015	AP	169935	0388	WESTLAND FIRE EXTINGUISHER INC	280.00
10/06/2015	AP	169936	4263	WOLVERINE FREIGHTLINER	594.96
10/06/2015	AP	169937	0480	YPSILANTI COMMUNITY	3,852.98
10/06/2015	AP	169938	YCCS	YPSILANTI COMMUNITY SCHOOLS - WR	2,038.59
10/06/2015	AP	169939	7039	YPSILANTI COMMUNITY SCHOOLS - YP	422.39
10/06/2015	AP	169940	7034	YPSILANTI DISTRICT LIBRARY	306.64
10/06/2015	AP	169941	6417	YPSILANTI TOWNSHIP PETTY CASH	136.93
10/06/2015	AP	169942	15780	ZOHO CORPORATION	2,499.00

AP TOTALS:

Total of 138 Checks:

843,191.84

Less 0 Void Checks:

0.00

Total of 138 Disbursements:

843,191.84

**OFFICE OF THE TREASURER
LARRY J. DOE**



**MONTHLY TREASURER'S REPORT
AUGUST 1, 2015 THROUGH AUGUST 31, 2015**

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	3,291,695.43	1,210,388.16	652,669.65	3,849,413.94
101 - Payroll	326,606.54	774,501.99	785,393.90	315,714.63
101 - Willow Run Escrow	142,234.53	24.17	0.00	142,258.70
206 - Fire Department	1,903,799.24	1,164.35	269,322.93	1,635,640.66
208 - Parks Fund	6,062.68	0.05	411.01	5,651.72
212 - Roads/Bike Path/Rec/General Fund	152,994.44	1,688.22	654.92	154,027.74
225 - Environmental Clean-up	444,409.88	3.54	0.00	444,413.42
226 - Environmental Services	2,849,454.74	758.85	181,272.60	2,668,940.99
230 - Recreation	259,592.76	49,055.02	69,354.43	239,293.35
236 - 14-B District Court	159,154.44	129,003.91	262,241.02	25,917.33
244 - Economic Development	67,191.05	0.54	0.00	67,191.59
248 - Rental Inspections	175,688.06	11,933.41	12,995.49	174,625.98
249 - Building Department Fund	477,964.13	55,882.92	31,032.54	502,814.51
250 - LDFA Tax	75,000.49	0.60	0.00	75,001.09
252 - Hydro Station Fund	494,111.88	50,966.11	24,601.81	520,476.18
266 - Law Enforcement Fund	4,347,709.59	46.62	548,091.16	3,799,665.05
280 - State Grants	18,386.90	0.15	0.00	18,387.05
301 - General Obligation	5,167.52	0.04	0.00	5,167.56
397 - Series "B" Cap. Cost of Funds	39,381.01	0.31	712.50	38,668.82
398 - LDFA 2006 Bonds	39,928.49	0.32	250.00	39,678.81
498 - Capital Improvement 2006 Bond Fund	337,007.61	57.24	0.00	337,064.85
584 - Green Oaks Golf Course	235,902.06	239,673.85	263,508.32	212,067.59
590 - Compost Site	877,286.43	27,505.16	21,159.00	883,632.59
595 - Motor Pool	245,242.33	1,832.46	9,615.46	237,459.33
701 - General Tax Collection	32,926.91	2,914.49	5,843.26	29,998.14
703 - Current Tax Collections	596,869.90	6,779,920.64	3,044,521.12	4,332,269.42
707 - Bonds & Escrow/GreenTop	805,467.79	2,479.92	17,496.50	790,451.21
708 - Fire Withholding Bonds	207,748.96	35.29	0.00	207,784.25
893 - Nuisance Abatement Fund	68,226.39	5,361.90	9,879.16	63,709.13
ABN AMRO Series "B" Debt Red. Cap.Int.	17,453.43	0.00	0.00	17,453.43
GRAND TOTAL	18,700,665.61	9,345,200.23	6,211,026.78	21,834,839.06

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #12**

October 6, 2015

101 - GENERAL OPERATIONS FUND

Total Increase \$103,404.00

Increase budget for the 4 additional cameras installed for the special tax assessment in the Thurston neighborhood and the Sugarbrook playground totaling \$19,756. The original budget amendment approved June 17, 2014 was for 21 cameras at \$93,174.21. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$19,756.00
		Net Revenues	<u><u>\$19,756.00</u></u>
Expenditures:	Capital Outlay - Neighborhood Cameras	101-970-000-972.000	\$19,756.00
		Net Expenditures	<u><u>\$19,756.00</u></u>

Increase the revenue line for reimbursement from Habitat for property purchase from the Township and increase the expenditure line contribution - Land Bank to reimburse the expenditure line for the property purchases made by the Township. This will be funded by the reimbursement received from Habitat for Humanity.

Revenues:	Reimbursement - Habitat Humanity	101-000-000-688.100	\$83,648.00
		Net Revenues	<u><u>\$83,648.00</u></u>
Expenditures:	Contribution - Land Bank	101-950-000-969.011	\$83,648.00
		Net Expenditures	<u><u>\$83,648.00</u></u>

Motion to Amend the 2015 Budget (#12):

Move to increase the General Fund budget by \$103,404 to \$10,151,404 and approve the department line item changes as outlined.



September 21, 2015

Ypsilanti Township and Habitat for Humanity

Habitat for Humanity continues to focus its many efforts within Ypsilanti Township. We have been very successful in many neighborhoods, but none more than our first - Gault Village. Over the past 6 years we have renovated and sold 38 properties to Habitat families and we have served more than 40 non-Habitat homeowners with weatherization, critical repair and furnace replacement projects. Beyond this, we have affected scores of families in the neighborhood through our refrigerator replacement program, our furnace tune-up program and our community development work. The real estate market in Gault Village has moved up smartly and the prices are now beyond Habitat's budget.

Habitat is currently working in more than a dozen Township neighborhoods and we are interested increasing our presence in Sugarbrook. Just east of Gault Village, it is logical extension of our work. As we have done elsewhere Habitat will blend homeownership opportunities, community engagement and home improvement projects in the neighborhood. Habitat is seeking the funding for our first two renovation projects at 1358 and 1424 Andrea. The \$90,000 requested will be leveraged more than two-fold by Habitat's volunteers, sponsors and donors. When complete, these houses will have updated kitchens and baths, new roofs, new mechanical systems and be highly energy efficient.

We appreciate your consideration of this proposal for \$90,000 for the two properties located on Andrea.

Regards,

Rob Nissly, Housing Director

RESOLUTION 2015-41

Amending the Code of Ordinances, Chapter 30, Article II Entitled Fire Prevention Code by Adoption of the 2012 Edition of the International Fire Prevention Code

Whereas, the Charter Township of Ypsilanti Board of Trustees recognizes the need for a modern, up-to-date fire code addressing conditions hazardous to life and property from fire and explosion hazards; the storage, handling and use of hazardous substances and materials; and the use and occupancy of buildings and premises; and

Whereas, the International Fire Code, 2012 Edition, is designed to meet these needs through model code regulations that safeguard public health and safety; and

Whereas, the International Fire Code, 2012 Edition, is fully compatible with the Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code and the 2012 International Property Maintenance Code.

Whereas, the Township Fire Department recommends adoption of Ordinance 2015-453.

Now Therefore,

Be it resolved, that the Charter Township of Ypsilanti Board of Trustees hereby adopts by reference attached Ordinance No. 2015-453 amending the Code of Ordinances of the Charter Township of Ypsilanti, Article II, Fire Prevention Code.

PROPOSED ORDINANCE NO. 2015-453

*An Ordinance Amending the Code of Ordinances,
Charter Township of Ypsilanti, Chapter 30, Article II
Entitled Fire Prevention Code by Adoption of the
2012 Edition of the International Fire Prevention Code*

The Charter Township of Ypsilanti hereby **Ordains** that Chapter 30 of the Code of Ordinances for Ypsilanti Township, Article II entitled Fire Prevention Code is hereby amended as follows:

DELETE in its entirety the current Article II entitled Fire Prevention Code (Sections 30-26 through 30-31, inclusive).

ADD the following new provision:

A. Adoption by Reference.

A certain document, copies of which are on file with the office of the Township Clerk and the Bureau of Fire Prevention, being marked and designated as the “***International Fire Code, 2012 Edition, International Code Council***,” is adopted by reference, including Appendix Chapters A through J, and all references therein printed – except those section and appendices herein amended, deleted or added. This document shall be known and may be cited as the “***Fire Prevention Code of the Charter Township of Ypsilanti***,” regulating and governing conditions hazardous to life and property from the standpoint of fire and explosion and for defining the scope of authority of the chief of the fire department and the bureau of fire prevention.

B. Purpose of Article.

The purpose of this article is to provide for the prevention of fires and the protection of persons and property from exposure to the dangers of fire and explosion; to authorize the investigation of fires and the discovery of crime or other offenses in relation thereto; to require the razing, repair and alterations of building, and the clearing and improvement of premises which constitute a fire hazard or a menace to the peace, security or safety of persons or property; to control the use and occupancies of such premises; to provide for the transportation, use and storage of inflammable liquids, compressed gases, and corrosive liquids; to prohibit the use of certain fire extinguishers and fire extinguishing agents; to provide for the administration of this article; and to fix penalties for violation of the provisions of this article.

C. Code Available for Public Use and Inspection.

Complete printed copies of the ***Fire Prevention Code*** of the Charter Township of Ypsilanti and supplements, therein adopted, are available for public use and inspection at the office of the Township Clerk and at the office of the Bureau of Fire Prevention.

D. References in Code.

References in the ***Fire Prevention Code*** of the Charter Township of Ypsilanti and supplements to the word “*state*” shall mean the State of Michigan; reference to the word “*municipality*”

shall mean the Township of Ypsilanti; references to the term “*corporation counsel*” shall be held to mean the attorney for the township; reference to the term “*bureau of fire prevention*” shall mean the township fire department; and reference to the term “*fire official*” shall be held to mean the chief of the fire department or his authorized designee.

E. Code Revisions.

The following sections of the International Fire Code, 2012 Edition, International Code Council, are hereby revised.

Section 101.1 - insert Charter Township of Ypsilanti

Section 109.3 – delete in its entirety and replace with the following provision:

Section 109.3. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under the infraction, and shall be subject to a fine as follows:

- a. The fine for any first violation of Article II shall be \$100.00.
- b. The fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$250.00.
- c. The fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$500.00.

The imposition of one penalty for any violation shall not excuse the violations or permit it to continue. All such persons shall be required to correct or remedy such situation or defects within a reasonable time, and, when not otherwise specified, each act or violation and every day upon which such violation shall occur shall constitute a separate offense.

The application of the penalties of this section shall not be held to prevent the enforced removal of prohibited conditions by injunctive or other relief.

Each day that a violation continues after due notice has been served shall be deemed a separate violation.

Section 111.4 – insert \$100 or more than \$500

Section 901.2 – Fire Sprinkler Plan Submittal (Added to read)

All fire sprinkler plans shall be submitted to the *fire official* for review. The *fire official* may request review of the sprinkler plans by a third party. The third party shall be included on a list of companies approved by the Charter Township of Ypsilanti Fire Prevention Bureau. The Charter Township of Ypsilanti Fire Prevention Bureau shall witness all required tests and field inspections of all fire sprinkler systems.

- a. A list of approved companies will be available in the Fire Prevention Bureau and the Office of Community Standards.
- b. No company will be allowed to review its own plans.

Section 906.1. - Residential Fire Extinguisher Requirements Rental Units. (Added to read)

- a. It shall be the responsibility of the owner(s) of single family and multiple family rental units to provide each living unit with a portable fire extinguisher.
- b. The fire extinguisher shall have a minimum 1A-10BC rating or higher, and shall be mounted in a readily accessible location within each dwelling unit. Each extinguisher shall be tagged to include a maintenance and inspection record and must be operable at all times.
- c. It shall be the owner's responsibility to maintain the extinguisher in accordance with NFPA 10, and such maintenance shall include, but is not limited to, recharging the extinguisher of the unit which was discharged when attempting to extinguish a documented fire. For the purpose of this section, a documented fire shall mean any fire that the Ypsilanti Township Fire Department has responded to and/or has a record of. In all other cases it shall be the responsibility of the resident to recharge the extinguisher.
- d. The resident of a single family or multiple family rental unit shall be responsible to advise the building owner, or his designated agent, whenever a required fire extinguisher is missing, damaged, discharged or in need of service.
- e. Anyone tampering with, damaging or interfering with the effectiveness of a fire extinguisher shall be in violation of this code.

Section 907.2 - Minimum Smoke Detection Requirements Rental Units. (Added to read)

- a. Each apartment, suite, or sleeping area of every single or multiple dwelling units shall be provided with a minimum of one smoke detector capable of sensing visible or invisible products of combustion.
- b. The smoke detector shall be approved or listed by recognized or independent testing laboratories and, when actuated, shall provide an alarm suitable to warn the occupants within the individual dwelling unit.
- c. A minimum of one smoke detector shall be located in the immediate area of all sleeping quarters.
- d. All single family and multiple dwelling units, including duplexes, shall comply with this section.
- e. It shall be the responsibility of the owner(s) of each rental unit to install and maintain in operating condition smoke detectors in each dwelling unit as herein provided.

f. All devices, combination of devices and equipment required herein are to be installed in conformance with the Michigan Building and Residential Codes and this section.

g. At least one smoke detector shall be installed to protect each sleeping area. A sleeping area is defined as the area or areas of the family living unit in which the bedrooms or sleeping rooms are located. When bedrooms ordinarily used for sleeping are separated by other used areas, such as kitchens or living rooms, but not bathrooms or closets, they shall be considered as separate sleeping areas for the purpose of this section.

F. Geographic Limits Referred to in Certain Sections of the Code.

The geographic limits referred to in certain sections of the 2012 International Fire Code are hereby established as follows:

Section 5704.2.9.6.1 (geographic limits in which the storage of Class I and Class II liquids in above-ground storage tanks outside of buildings is prohibited): *Storage of greater than 50 gallons is prohibited within 50 feet of a structure.*

Section 5706.2.4.4 (geographic limits in which the storage of Class I and Class II liquids in above-ground ground storage tanks is prohibited): *Amend to add the following language:*

- a. *An above ground storage tank shall not be erected less than 300 feet (92 meters) from any of the following:*
 - i. *a mineshaft.*
 - ii. *an air escape shaft for a mine.*
 - iii. *a school*
 - iv. *a church*
 - v. *a hospital*
 - vi. *a theater*
 - vii. *assembly occupancies for 50 or more persons.*
- b. *The above ground storage tank, loading operation, or unloading operation shall not be installed closer than 25 feet (7.6 meters) plus 1 inch (25 millimeters) per 1,000 volts, measured horizontally from the nearest conductor or power lines, except that a service entrance and service line may be closer than 25 feet (7.6 meters), but shall not be over a tank loading or unloading area.*

Section 5806.2 (geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited): *Amend to add the following language:*

- a. *Stationary containers with storage greater than 45 gallons is prohibited within 50 feet of the following:*
 - i. *Places of public assembly*
 - ii. *Non-ambulatory patient areas*
- b. *Stationary containers with storage greater than 45 gallons is prohibited within 15 feet of the following:*
 - i. *Combustible materials such as paper, leaves, weeds, dry grass or debris exposure hazards*

- c. *Stationary containers with storage greater than 45 gallons is prohibited within 10 feet of the following:*
 - i. *Air intakes*
- d. *Stationary containers with storage greater than 45 gallons is prohibited within 5 feet of the following:*
 - i. *Lot lines*

Section 6104.2 (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): *Amend to add the following language:*

For the protection of heavily populated and congested areas, the maximum aggregate capacity of any installation of liquefied petroleum gas shall not exceed a water capacity of 2,000 gallons within 50 feet (15.2 meters) of a structure.

G. Rights and Remedies are Cumulative.

The rights and remedies provided herein are cumulative and in addition to any other remedies provided by law.

H. Severability Clause.

That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Charter Township of Ypsilanti hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses or phrases be declared unconstitutional.

I. Publication.

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

J. Effective Date.

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

RESOLUTION 2015-42

Rezoning of 2590 East Michigan Avenue, Parcel K-11-01-300-004, From its Current MHP (Mobile Home Park) District Zoning Classification to B-3 (General Business) District Classification

Whereas, at its regularly scheduled meeting held **August 25, 2015**, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) recommended that the Township Board approve a rezoning request for a certain parcel of property comprising 5.55 acres, commonly identified as 2590 East Michigan Avenue, Parcel ID K-11-01-300-004, from the MHP (mobile home park) zoning district to the B-3 (general business district) zoning district; and

Whereas, the rezoning request is consistent with the Township's current Master Plan; and

Whereas, proposed Ordinance No. 2015-454 rezones 2590 East Michigan Avenue, Parcel ID K-11-01-300-004, from MHP District to B-3 District zoning classification; and

Whereas, the Township Board of Trustees agrees that the rezoning is appropriate.

Now Therefore,

Be it resolved that the Charter Township of Ypsilanti hereby adopts and incorporates by reference Ordinance No. 2015-454 attached hereto, by reference, in its entirety.

ORDINANCE 2015-454

***An Ordinance Amending Ordinance No. 74,
Township Zoning Ordinance, So As To Rezone
2590 East Michigan Avenue, being Parcel ID K-11-01-300-004,
From Its Current MHP (mobile home park) District Zoning
Classification
To B-3 (general business) District Zoning Classification***

The Charter Township of Ypsilanti hereby ordains that

Ordinance No. 74, adopted May 18, 1994, shall be amended as follows:

Real Property consisting of 5.55 acres of land located at 2590 East Michigan Avenue, also known as Parcel ID K-11-01-300-004, and more particularly described as follows:

See attached legal description labeled "Attachment A" shall be rezoned from its current MHP (mobile home park) District zoning classification to the B-3 (general business) District 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 property from its MHP District zoning classification to the B-3 District zoning classification.

Severability

In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

Non Exclusivity

The prohibitions and penalties provided for in this Ordinance shall be in addition to, and not exclusive of, other prohibitions and penalties provided for by other law, ordinance, or rule/regulation.

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.

Legend
Description YP#1-49 COM AT SW COR OF SEC, TH N
1418.39 FT IN W LINE OF SEC, TH DEFLECTING 70 DEG
55' RIGHT 940.30 FT IN CENT OF HWY FOR PL OF BEG,
TH CONTINUING NELY 211.9 FT IN CENT OF HWY, TH
DEFL 96 DEG 17' RIGHT 271 FT, TH DEFL 94 DEG 10'
LEFT 169.6 FT, TH DEFL 107 DEG 16' RIGHT 644 FT, TH
DEFL 78 DEG 01' RIGHT 231 FT, TH DEFL 88 DEG 41'
RIGHT 858.83 FT TO PL OF BEG, BEING PART OF SW 1/4
SEC 1 T3S-R7E 5.55 AC. PROP: KINGSLEY MOBILE PARK
08/03

Attachment "A"

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: Recommendation to approve first reading of the requested rezoning of the parcel formally known as the Kingsley Mobile Home Park located at 2590 East Michigan Avenue, parcel K-11-01-300-004 from MHP (mobile home park) to B-3 (general business). A public hearing was held before the Planning Commission on August 25, 2015.

As the Board may be aware, on August 25, 2015 the Township Planning Commission held a public hearing to consider the request of staff to rezone the 5.55 acre Township owned parcel formally known as the Kingsley Mobile Home Park and located at 2590 East Michigan Avenue, parcel K-11-01-300-004 from MHP (mobile home park) to B-3 (general business).

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

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

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

At the conclusion of the public hearing, the Commission filed the following motion recommending approval of the request to the Board of Trustees:

Motion: *by Krieg "to recommend approval to the Board of Trustees the request of Charter Township of Ypsilanti to rezone the 5.55 acre parcel formerly known as the Kingsley Mobile Home Park and located at 2590 East Michigan Avenue, parcel K-11-01-300-004 from MHP (mobile home park) to B-3, General Business as the request is consistent with the criteria established in the Township Zoning Ordinance Section 2704, "criteria for amendments to the zoning map".*

Support: Peterson

Motion carries: All

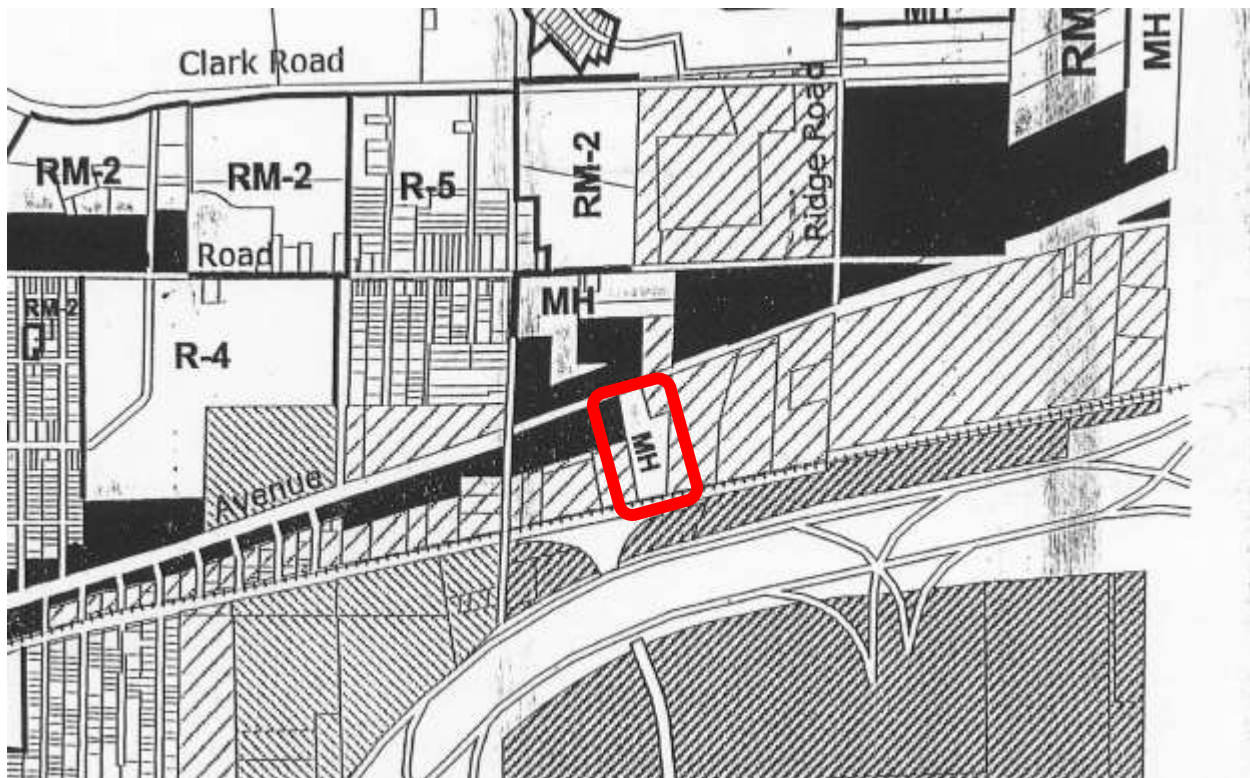
2590 East Michigan Ave
Board Recommendation - Rezoning

Recommendation:

Staff recommends that the Board of Trustee approve the first reading of the staff request to rezone the property located at 2590 East Michigan Avenue, parcel K-11-01-300-004 as noted within the planning commission recommendation dated August 25, 2015 from MHP, mobile home park to B-3, general business. This recommendation is based upon the opinion of staff and the Commission that the petition is consistent with the criteria established within section 2704 of the Township Zoning Ordinance

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

Current Zoning Map Designation



Legend		
R-1	R-1 One-Family Residential	B-1 Local Business
R-2	R-2 One-Family Residential	B-2 Community Business
R-3	R-3 One-Family Residential	B-3 General Business
R-4	R-4 One-Family Residential	F-S Freeway Service
R-5	R-5 One-Family Residential	RO Ind. Research Office
RM-1	RM-1 Multi-Family Residential	I-1 Light Industrial
RM-2	RM-2 Multi-Family Residential	I-2 General Industrial
RM-3	RM-3 Multi-Family Residential	I-3 Heavy Industrial
RM-4	RM-4 Multi-Family Residential	I-C Industrial Commercial
MH	MH Mobile Home Park	P-1 Vehicular Parking
OS-1	OS-1 Office Service	PD-P Planned Development

CHARTER TOWNSHIP OF YPSILANTI

PLANNING COMMISSION

7200 S. Huron River Drive, Ypsilanti, MI 48197

Staff Report

Petition to Rezone Real Property

Recommendation to the Township Board

**2590 East Michigan Avenue,
Parcel K-11-01-300-004**

August 18, 2015

CASE LOCATION AND SUMMARY

A petition has been initiated by the Office of Community Standards requesting consideration to rezone the 5.55 acre parcel, at 2590 East Michigan Avenue, Parcel K-11-01-300-004, formally known as the Kingsley Mobile Home Park from MHP (Mobile Home Park) to B-3, General Business.

APPLICANT

Charter Township of Ypsilanti
7200 S. Huron River Rd
Ypsilanti, MI 48198

CROSS REFERENCES

Zoning Ordinance citations:

- Article XXVII; Section 2701 – Changes and Amendments
- Article XI; Section 1100 – B3 General Business District
- Article VII; Section 700 – MHP Mobile Home Park District

SUBJECT SITE USE, ZONING AND COMPREHENSIVE PLAN

The Comprehensive Plan designates this site for Commercial development. The subject property is currently vacant land zoned MHP, Mobile Home Park.



ADJACENT USES, ZONING AND COMPREHENSIVE PLAN

Direction	Use	Zoning	Master Plan
North	Restaurant	B3	Commercial
South	Railroad Use	IC	Industrial
East	Vacant Industrial	I1	Industrial
West	MF Residential	I1	Commercial

ANALYSIS

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

- a. *Consistency with the goals, policies and future land use map of the Charter Township of Ypsilanti Master Plan, including any sub-area or corridor plans. If conditions have changed since the master plan was adopted, the rezoning may be found to be consistent with recent development trends in the area.*
 - The requested rezoning is consistent with the Future Land Use Map of the Township Master Plan which recommends "Commercial" uses for the subject properties. This rezoning request is also consistent with the goals stated in the Plan.
- b. *Compatibility of the site's physical, geological, hydrological and other environmental features with all uses permitted in the proposed zoning district compared to uses permitted under current zoning.*
 - There is no evidence indicating that the site contains any environmental features that would restrict development under either the current or proposed zoning designations.
- c. *Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one of the uses permitted under the current zoning.*
 - Under the current zoning, only a mobile home park is permitted for development. The property noted within this application would not be available to a non-residential development without the requested zoning amendment.
- d. *The compatibility of all uses permitted in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure*

and potential influence on property values compared to uses permitted under current zoning.

- As the proposed B3 zoning designation prohibits the outdoor storage of goods or materials, the impact to any neighboring property will be limited. The property located to the west is a multiple-family apartment complex; the property to the east is vacant that will not be impacted by the proposed zoning change. It should be noted the adjacent multiple-family residential dwelling units should not be impacted by the proposed zoning change as the B3 zone should serve as a buffer from the higher intensity industrial zones to the east.
- e. *The capacity of township utilities and services are sufficient to accommodate all the uses permitted in the requested district without compromising the health, safety and welfare of the township.*
- Public water and sewer and other necessary utilities are available in this area to serve the site. Commercial uses on this site will not create a significant increase in demand for utilities. However, we defer to the engineering consultant and the Ypsilanti Community Utilities Authority for more detailed analysis of utility impacts at the time of redevelopment. Storm water drainage will also need to be addressed with any redevelopment of the site.
- f. *The capacity of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district. A traffic impact study in accordance with the requirements of the township traffic impact study ordinance shall be provided if the proposed rezoning district permits uses that could generate 100 or more directional trips during the peak hour, or at least 1,000 more trips per day than the majority of the uses that could be developed under the current zoning, as determined by the community and economic development department.*
- A traffic impact study will be completed upon the Township receiving a redevelopment proposal.
- g. *The apparent demand for the types of uses permitted in the requested zoning district in the township, and surrounding area, in relation to the amount of land in the township, and surrounding area, currently zoned and available to accommodate the demand.*

- The property noted within this request is currently vacant. The redevelopment of this property as a mobile home park is not consistent with the goals of the master plan. If approved, the rezoning would permit the development of the property to a use other than Mobile Home Park and would also bring the property into compliance with the master plan and future land use map. Based on the occupancy of other mobile home parks within the Township, demand for this use is down which favors a reduction in the total amount of land area available for that use.
- h. The boundaries of the requested zoning district are sufficient to meet the dimensional regulations for the zoning district listed in Article XX Schedule of Regulations.*
- The existing parcel meets all requirements for minimum land area per and road frontage per section 2001 of the Township Zoning Ordinance.
- i. If a rezoning is appropriate, the requested zoning district shall be more appropriate from the township's perspective than another zoning district.*
- If the zoning is to be changed, then the proposed B3 zoning is the most appropriate district, consistent with the Master Plan and other planned and built development in the area.
- j. The requested rezoning will not create an isolated and unplanned spot zone.*
- The requested B3 zoning on this site would be consistent with the planned future land uses for this area and is therefore not an unplanned spot zone.
- k. The request has not previously been submitted within the past one year, unless conditions have changed or new information has been provided.*
- A rezoning request has not been considered on this site within the past year.

RECOMMENDATION

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

Therefore, it is the recommendation of staff that the Planning Commission approve a motion to recommend approval to the Township Board.

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

Motion to approve:

"I move to recommend approval to the Board of Trustees the request of The Charter Township of Ypsilanti to rezone the 5.55 acre parcel formally known as the Kingsley Mobile Home park and located at 2590 East Michigan Avenue, parcel K-11-01-300-004 from MHP (mobile home park) to B3, (general business) as the request is consistent with the criteria established in the Township Zoning Ordinance Section 2704, criteria for amendments to the zoning map."

Respectfully submitted,

Mike Davis

Mike Davis
Assistant Planner

Lawson – added that when she has the State inspect for the six, ask if they can give her some guidance as to whether she actually does have the square footage for twelve. That was a question they discussed, and they don't know the square footage that is available versus what is required. If they could get some guidance in that regard, it would be helpful.

- c. **PUBLIC HEARING – REQUEST TO REZONE – CHARTER TOWNSHIP OF YPSILANTI** – to consider a recommendation to the Board of Trustees in order to rezone the 6.52 acre parcel formally known as the Ypsi-Mobile Village mobile home park from MHP (Mobile Home Park) to B-3, General Business. The property is located at 953 East Michigan Avenue, Parcel K-11-10-205-039.

Reiser – noted that the applicant was the Township, and that this was something that came up in a work session last month and the commission has been apprised of this. He noted Director Lawson or Intern Mike Davis might wish to speak on this.

Davis – stated that this was discussed at the last work session. There is not a whole lot of new information other than that the current zoning is not in compliance with the Master Plan. The B3 brings it into compliance and gives it more development possibility, moving it beyond just the mobile home zone, which only allows other mobile homes. As you see in both reports, the demand for mobile home parks is down.

PUBLIC PORTION OPEN

None

PUBLIC PORTION CLOSED

Motion: *by Krieg to recommend approval to the Board of Trustees the request of Charter Township of Ypsilanti to rezone parcel K-11-10-205-039 to from MHP (mobile home park) to B-3, General Business as the request is consistent with the criteria established in the Township Zoning Ordinance Section 2704, "criteria for amendments to the zoning map".*

Support: *Richie*

Motion carries: *All*

- d. **PUBLIC HEARING – REQUEST TO REZONE – CHARTER TOWNSHIP OF YPSILANTI** – to consider a recommendation to the Board of Trustees in order to rezone the 5.55 acre parcel formally known as the Kingsley Mobile Home Park from MHP (Mobile Home Park) to B-3, General Business. The property is located at 2590 East Michigan Avenue, Parcel K-11-01-300-004.

Davis – stated that this property is currently vacant and the redevelopment of this property as a mobile home park is not consistent with the Master Plan. Approving the re-zoning would allow the parcel to be developed as general business. This would also

bring the property into compliance with our Master Plan and our Future Land Use Plan Map. They have determined based on the occupancy of other mobile home parks in the Township that there is a lack in demand for this use, which favors a reduction in the overall land.

PUBLIC PORTION OPEN

None

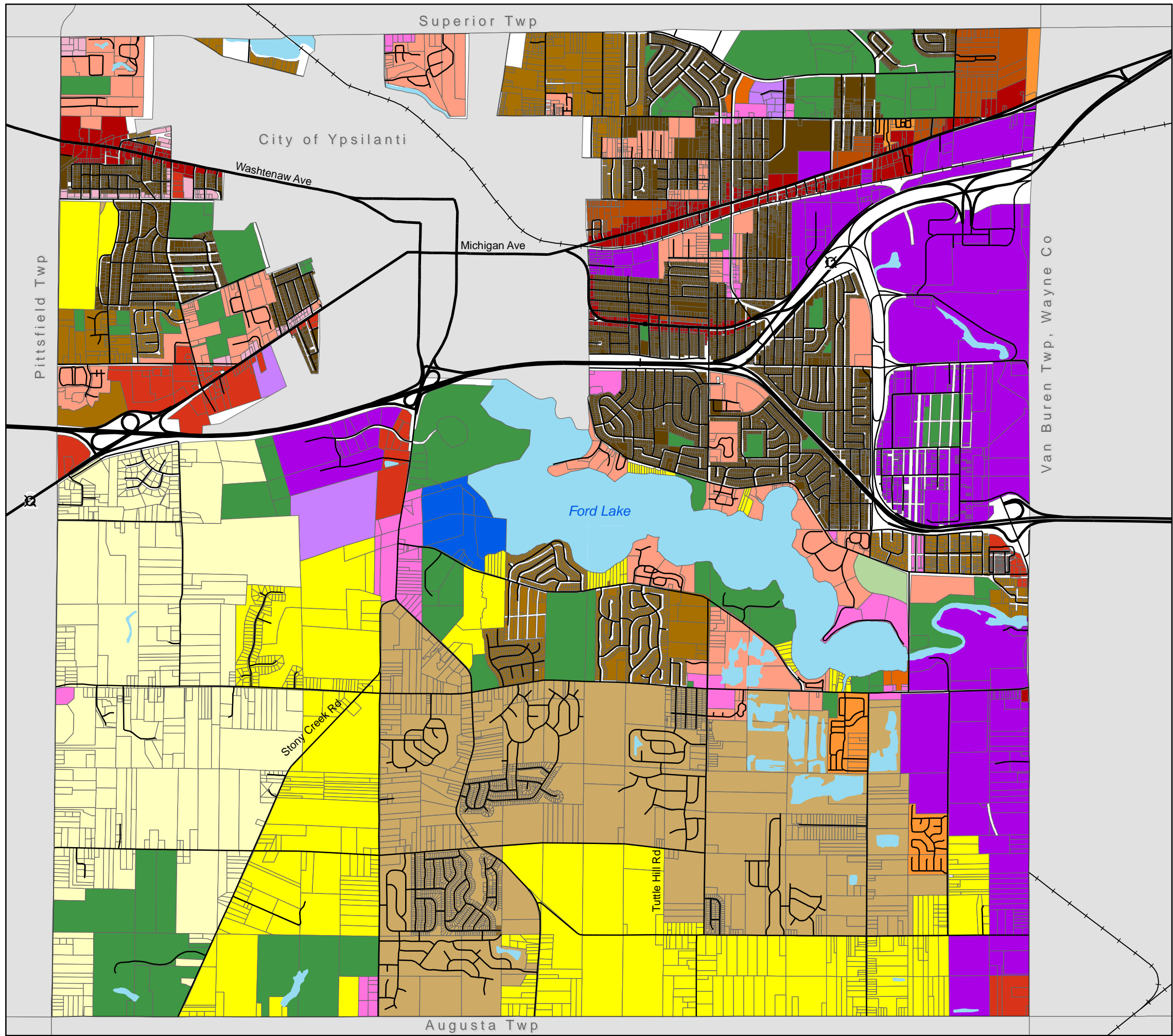
PUBLIC PORTION CLOSED

Motion: *by Krieg to recommend approval to the Board of Trustees the request of Charter Township of Ypsilanti to rezone the 5.55 acre parcel formerly known as the Kingsley Mobile Home Park and located at 2590 East Michigan Avenue, parcel K-11-01-300-004 from MHP (mobile home park) to B-3, General Business as the request is consistent with the criteria established in the Township Zoning Ordinance Section 2704, "criteria for amendments to the zoning map".*

Support: *Peterson*

Motion carries: *All*

6. Old Business
 - a. **None**
7. New Business
 - a. **None**
8. Open discussion for issues not on the agenda
 - a. Correspondence received – None
 - b. Planning Commission Members – None
 - c. Members of the Audience – None
9. Township Board representative report:
 - a. None
10. Zoning Board of Appeals representative report –
 - a. none
11. Township Attorney report - none



Future Land Use Map

Master Plan Update
Ypsilanti Township
Washtenaw County, MI

- SFR-1
- SFR-2
- SFR-3
- SFR-4
- SFR-5
- MFR-2
- MFR-3
- MFR-4
- MFR-5
- Town Center (See inset map on page X)
- Office
- Neighborhood Commercial
- General Commercial
- Urban Commercial Corridor
- RD
- Industrial
- Private Recreation
- Public
- Water



Sources: MCGI, Ypsilanti Twp

Draft: March 2014

Ypsi Twp. 2590 E. Michigan

AFFIDAVIT OF PUBLICATION

CHARTER TOWNSHIP OF YPSILANTI NOTICE OF PUBLIC HEARING Take notice that a petition has been filed with the Ypsilanti Township Planning Commission requesting to rezone the 5.55 acre parcel formally known as Kingsley Mobile Home Park from MHP (Mobile Home Park) to B-3 General Business for property located at: 2590 E. Michigan - K-11-01-300-004 The Planning Commission invites the public to attend a public hearing on this application to be held on TUESDAY, August 25, 2015 at approximately 6:30 P.M. in the Civic Center Board Room (7200 S. Huron River Drive) to comment on or raise objections, if any, to this petition. The file and map are available for inspection at the Civic Center in the Office of Community Standards or call 734.485.3943 for more information. Please address written comments to: Ypsilanti Township Planning Commission, 7200 S. Huron River Drive, Ypsilanti, MI 48197 or email to Planning@ytown.org. Laurence Kreig, Secretary Legal Description YP#1-49 COM AT SW COR OF SEC, TH N 1418.39 FT IN W LINE OF SEC, TH DEFLECTING 70 DEG 55' RIGHT 940.30 FT IN CENT OF HWY FOR PL OF BEG, TH CONTINUING NELY 211.9 FT IN CENT OF HWY, TH DEFL 96 DEG 17' RIGHT 271 FT, TH DEFL 94 DEG 10' LEFT 169.6 FT, TH DEFL 107 DEG 16' RIGHT 644 FT, TH DEFL 78 DEG 01' RIGHT 231 FT, TH DEFL 88 DEG 41' RIGHT 858.63 FT TO PL OF BEG, BEING PART OF SW 1/4 SEC 1 T3S-R7E 5.55 AC. PROP: KINGSLEY MOBILE PARK 08/03

(Affidavit of Publisher)

STATE OF MICHIGAN,

ss.

COUNTY OF WASHTENAW

The undersigned, an employee of the publisher of Washtenaw County Legal News, having knowledge of the facts, being duly sworn deposes and says that a notice, a true copy of which is annexed hereto, was published in Washtenaw County Legal News a newspaper circulated in Washtenaw County on August 3, 2015 A.D.

Sheila Pursglove

Subscribed and sworn before me on this 3rd day of August 2015 A.D.

Vicky Blanshard

Notary Public Washtenaw County, Michigan. My commission expires: August 9, 2020 Acting in Washtenaw County, Michigan.

Attorney: Ypsilanti Twp. - Ypsilanti Twp.

AttorneyFile#:

Notice#: 1244870

RESOLUTION 2015-43

Rezoning of 953 East Michigan Ave, Parcel K-11-10-205-039, From Its Current MHP (Mobile Home Park) District Zoning Classification to B-3 (General Business) District Zoning Classification

Whereas, at its regularly scheduled meeting held **August 25, 2015**, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) recommended that the Township Board approve a rezoning request for a certain parcel of property comprising 6.52 acres, commonly identified as 953 East Michigan Avenue, Parcel ID K-11-10-205-039, from the MHP (mobile home park) zoning district to the B-3 (general business district) zoning district; and

Whereas, the rezoning request is consistent with the Township's current Master Plan; and

Whereas, proposed Ordinance No. 2015-455 rezones 953 East Michigan Avenue, Parcel ID K-11-10-205-039, from MHP District to B-3 District zoning classification; and

Whereas, the Township Board of Trustees agrees that the rezoning is appropriate.

Now Therefore,

Be it resolved that the Charter Township of Ypsilanti hereby adopts and incorporates by reference Ordinance No. 2015-455 attached hereto, by reference, in its entirety.

PROPOSED ORDINANCE 2015-455

***An Ordinance Amending Ordinance No. 74,
Township Zoning Ordinance, So As To Rezone
953 East Michigan Avenue, being Parcel ID K-11-10-205-039,
From Its Current MHP (mobile home park) District Zoning
Classification To B-3 (general business) District Zoning Classification***

The Charter Township of Ypsilanti hereby ordains that

Ordinance No. 74, adopted May 18, 1994, shall be amended as follows:

Real Property consisting of 6.52 acres of land located at 953 East Michigan Avenue, also known as Parcel ID K-11-10-205-039, and more particularly described as follows:

See attached legal description labeled "Attachment A" shall be rezoned from its current MHP (mobile home park) District zoning classification to the B-3 (general business) District 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 property from its MHP District zoning classification to the B-3 District zoning classification.

Severability

In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

Non Exclusivity

The prohibitions and penalties provided for in this Ordinance shall be in addition to, and not exclusive of, other prohibitions and penalties provided for by other law, ordinance, or rule/regulation.

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.

Legal

Description COM AT N 1/4 COR SEC 10, T3S-R7E, YPSI
TWP, WASH CTY MI, TH S 00-10-55 E 1089.21 FT ALG N/S
1/4 LN SEC 10; TH S 74-40-01 W 203.49 FT ALG C/L MICH
AVE; TH S 75-54-21 W 46.34 FT ALG C/L MICH AVE TO
POB; TH S 75-54-21 W 308.26 FT ALG C/L MICH AVE; TH
N 00-32-42 W 238.88 FT; TH S 75-48-07 W 145.51 FT; TH N
00-48-07 W 349.25 FT ALG E/L JOHNSONS PL SUB; TH S
88-24-02 W 59.34 FT ALG N/L JOHNSONS PL SUB; TH N
01-06-15 W 228.69 FT; TH S 88-36-37 E 195.77 FT; TH S 00-
10-55 E 100.11 FT; TH N 89-49-05 E 313 FT; TH N 89-49-05
E 73.55 FT; TH S 00-10-55 E 245.21 FT; TH S 88-11-19 W
77.01 FT; TH S 00-10-55 E 353.20 FT TO POB. BEING PT
OF NW 1/4 SEC 10. CONTAINING 6.93 AC +/- BEING
SUBJ TO RIGHTS OF PUBLIC OVER 50 FT THEREOF
AS OCCUPIED BY MICHIGAN AVENUE. (14,986 SQ.FT.
OR 0.34 ACRE)
08/03

Attachment "A"

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: Recommendation to approve first reading of the requested rezoning of the parcel formally known as the Ypsi-Mobile Village located at 953 East Michigan Avenue, parcel K-11-10-205-039 from MHP(mobile home park) to B-3 (general business). A public hearing was held before the Planning Commission on August 25, 2015.

As the Board may be aware, on August 25, 2015 the Township Planning Commission held a public hearing to consider the request of staff to rezone the 6.58 acre Township owned parcel formally known as the Ypsi-Mobile Village mobile home park and located at 953 East Michigan Avenue, parcel K-11-10-205-039 from MHP (mobile home park) to B-3 (general business).

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

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

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

At the conclusion of the public hearing, the Commission filed the following motion recommending approval of the application to the Board of Trustees:

Motion: *by Krieg "to recommend approval to the Board of Trustees the request of Charter Township of Ypsilanti to rezone parcel K-11-10-205-039 to from MHP (mobile home park) to B-3, General Business as the request is consistent with the criteria established in the Township Zoning Ordinance Section 2704, "criteria for amendments to the zoning map".*

Support: *Richie*

Motion carries: *All*

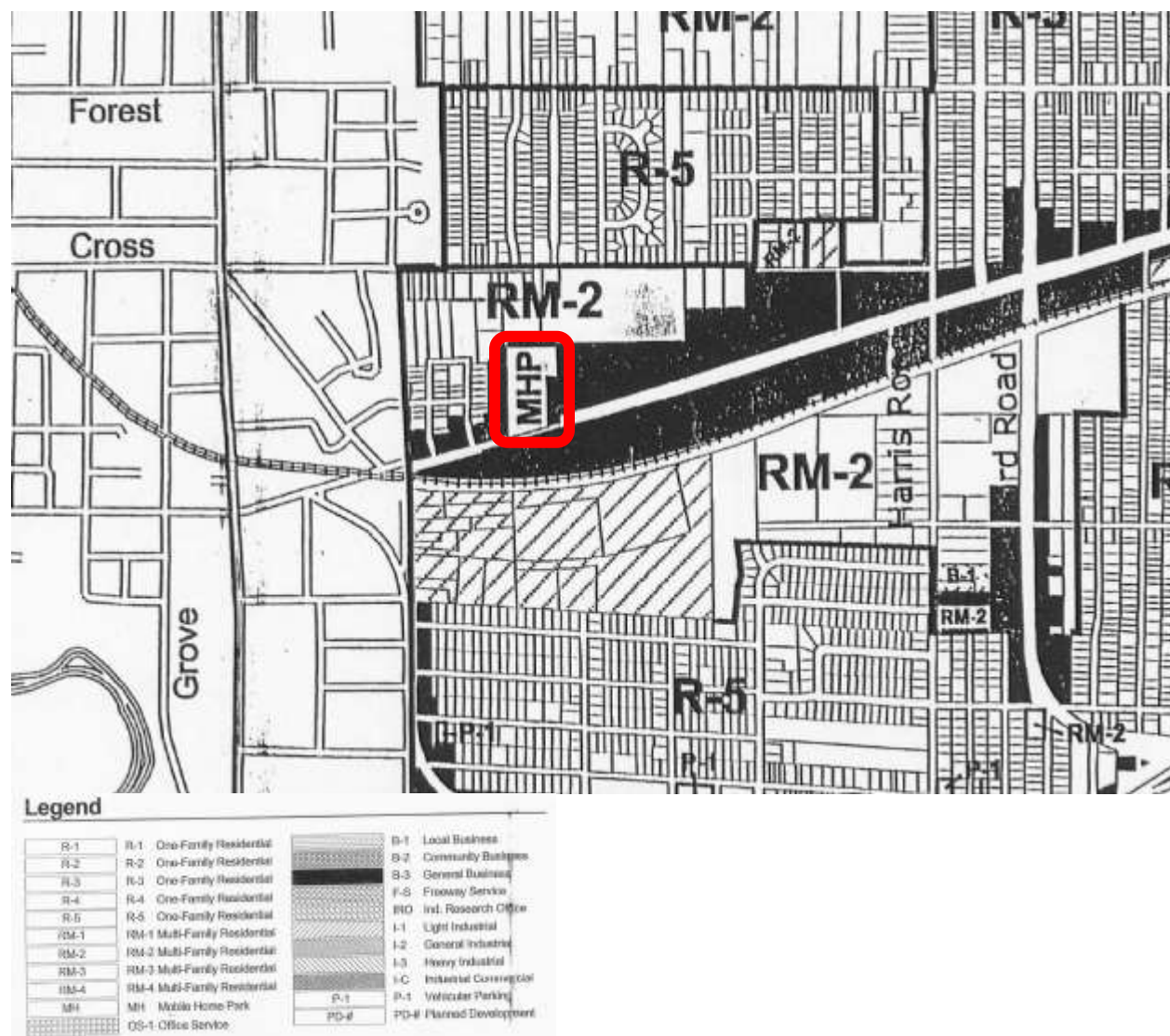
953 East Michigan Ave
Board Recommendation - Rezoning

Recommendation:

Staff recommends that the Board of Trustee approve the first reading of the staff request to rezone the property located at 953 East Michigan Avenue, parcel K-11-10-205-039 as noted within the planning commission recommendation dated August 25, 2015 from MHP, mobile home park to B-3, general business. This recommendation is based upon the opinion of staff and the Commission that the petition is consistent with the criteria established within section 2704 of the Township Zoning Ordinance

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

Current Zoning Map Designation



CHARTER TOWNSHIP OF YPSILANTI

PLANNING COMMISSION

7200 S. Huron River Drive, Ypsilanti, MI 48197

Staff Report

Petition to Rezone Real Property

Recommendation to the Township Board

953 East Michigan Avenue,
Parcel K-11-10-205-039

August 18, 2015

CASE LOCATION AND SUMMARY

A petition has been initiated by the Office of Community Standards requesting consideration to rezone the 6.52 acre parcel located at 953 East Michigan Avenue, Parcel K-11-10-205-039 and formally known as the Ypsi-Mobile Village from MHP, Mobile Home Park to B-3, General Business.

APPLICANT

Charter Township of Ypsilanti
7200 S. Huron River Rd
Ypsilanti, MI 48197

CROSS REFERENCES

Zoning Ordinance citations:

- Article XXVII; Section 2701 – Changes and Amendments
- Article XI; Section 1100 – B3 General Business District
- Article VII; Section 700 – MHP Mobile Home Park District

SUBJECT SITE USE, ZONING AND COMPREHENSIVE PLAN

The Comprehensive Plan designates this site for Commercial development. The subject property is currently vacant land zoned MHP, Mobile Home Park.



ADJACENT USES, ZONING AND COMPREHENSIVE PLAN

Direction	Use	Zoning	Master Plan
North	Vacant Residential	RM2	MF Residential
South	Vacant Commercial	B-3	Commercial
East	Church Use	B-3	Commercial
West	MF Residential / Motel	RM2 / B3	MF Residential / Commercial

ANALYSIS

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

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

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

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

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

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

- Under the current zoning only a mobile home park is permitted for development. The property noted within this application would not be available to a non-residential development without the requested zoning amendment.

d. *The compatibility of all uses permitted in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the*

environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values compared to uses permitted under current zoning.

- As the proposed B3 zoning designation prohibits the outdoor storage of goods or materials, the impact to any neighboring property will be limited. The properties located to the west are a commercial motel and multiple-family residences; the property to the east is a church that will not be adversely impacted by the proposed zoning change. The property to the north is vacant multiple-family residential parcels. It should be noted that there are multiple-family residential dwelling units located adjacent to Campbell Avenue. This particular property may be the only property that may be impacted to some extent. Staff would recommend future development include additional buffering between subject property and the existing residential structures.
- e. *The capacity of township utilities and services are sufficient to accommodate all the uses permitted in the requested district without compromising the health, safety and welfare of the township.*
- Public water and sewer and other necessary utilities are available and adequate in this area to serve the site. Commercial uses on this site will not create a significant increase in demand for these utilities. However, we defer to the engineering consultant and the Ypsilanti Community Utilities Authority for more detailed analysis of utility impacts at the time of redevelopment. Storm water drainage will also need to be addressed with any redevelopment of the site.
- f. *The capacity of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district. A traffic impact study in accordance with the requirements of the township traffic impact study ordinance shall be provided if the proposed rezoning district permits uses that could generate 100 or more directional trips during the peak hour, or at least 1,000 more trips per day than the majority of the uses that could be developed under the current zoning, as determined by the community and economic development department.*
- A traffic impact study will be completed upon the Township receiving a redevelopment proposal.
- g. *The apparent demand for the types of uses permitted in the requested zoning district in the township, and surrounding area, in relation to the*

amount of land in the township, and surrounding area, currently zoned and available to accommodate the demand.

- The property noted within this request is currently vacant. The redevelopment of this property as a mobile home park is not consistent with the goals of the master plan. If approved, the rezoning would permit the development of the property to a use other than Mobile Home Park and would also bring the property into compliance with the master plan and future land use map. Based on the occupancy of other mobile home parks within the Township, demand for this use is down which favors a reduction in the total amount of land area available for that use.
- h. The boundaries of the requested zoning district are sufficient to meet the dimensional regulations for the zoning district listed in Article XX Schedule of Regulations.*
- The existing parcel meets all requirements for minimum land area per and road frontage per section 2001 of the Township Zoning Ordinance.
- i. If a rezoning is appropriate, the requested zoning district shall be more appropriate from the township's perspective than another zoning district.*
- If the zoning is to be changed, then the proposed B3 zoning is the most appropriate district, consistent with the Master Plan and other planned and built development in the area.
- j. The requested rezoning will not create an isolated and unplanned spot zone.*
- The requested B3 zoning on this site would be consistent with the existing and planned future land uses for this area and is therefore not an unplanned spot zone.
- k. The request has not previously been submitted within the past one year, unless conditions have changed or new information has been provided.*
- A rezoning request has not been considered on this site within the past year.

RECOMMENDATION

As indicated in the foregoing analysis, staff has not discovered any reasons to reject the request for rezoning. If approved, the request will be consistent with

the Township's Master Plan and the future land use map. Staff recommends approval of the request as presented. As noted above, this request requires the Planning Commission to make a recommendation to the Township Board. Therefore, it is the recommendation of staff that the Planning Commission approve a motion to recommend approval to the Township Board.

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

Motion to approve:

"I move to recommend approval to the Board of Trustees the request of Charter Township of Ypsilanti to rezone parcel K-11-10-205-039 to from MHP (mobile home park) to B-3, General Business as the request is consistent with the criteria established in the Township Zoning Ordinance Section 2704, "criteria for amendments to the zoning map."

Respectfully submitted,

Mike Davis

Mike Davis
Assistant Planner

Lawson – added that when she has the State inspect for the six, ask if they can give her some guidance as to whether she actually does have the square footage for twelve. That was a question they discussed, and they don't know the square footage that is available versus what is required. If they could get some guidance in that regard, it would be helpful.

- c. **PUBLIC HEARING – REQUEST TO REZONE – CHARTER TOWNSHIP OF YPSILANTI** – to consider a recommendation to the Board of Trustees in order to rezone the 6.52 acre parcel formally known as the Ypsi-Mobile Village mobile home park from MHP (Mobile Home Park) to B-3, General Business. The property is located at 953 East Michigan Avenue, Parcel K-11-10-205-039.

Reiser – noted that the applicant was the Township, and that this was something that came up in a work session last month and the commission has been apprised of this. He noted Director Lawson or Intern Mike Davis might wish to speak on this.

Davis – stated that this was discussed at the last work session. There is not a whole lot of new information other than that the current zoning is not in compliance with the Master Plan. The B3 brings it into compliance and gives it more development possibility, moving it beyond just the mobile home zone, which only allows other mobile homes. As you see in both reports, the demand for mobile home parks is down.

PUBLIC PORTION OPEN

None

PUBLIC PORTION CLOSED

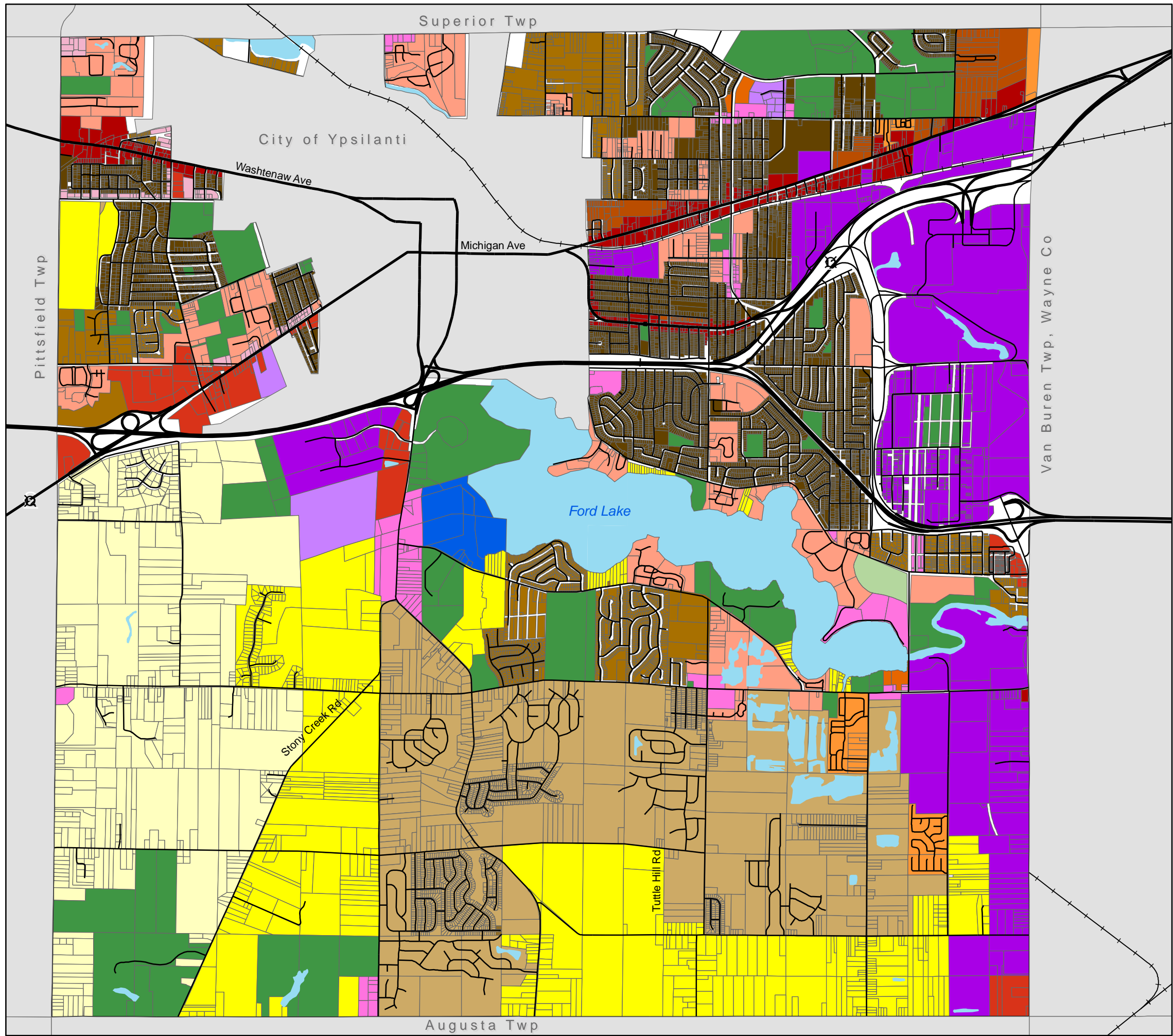
Motion: *by Krieg to recommend approval to the Board of Trustees the request of Charter Township of Ypsilanti to rezone parcel K-11-10-205-039 to from MHP (mobile home park) to B-3, General Business as the request is consistent with the criteria established in the Township Zoning Ordinance Section 2704, "criteria for amendments to the zoning map".*

Support: *Richie*

Motion carries: *All*

- d. **PUBLIC HEARING – REQUEST TO REZONE – CHARTER TOWNSHIP OF YPSILANTI** – to consider a recommendation to the Board of Trustees in order to rezone the 5.55 acre parcel formally known as the Kingsley Mobile Home Park from MHP (Mobile Home Park) to B-3, General Business. The property is located at 2590 East Michigan Avenue, Parcel K-11-01-300-004.

Davis – stated that this property is currently vacant and the redevelopment of this property as a mobile home park is not consistent with the Master Plan. Approving the rezoning would allow the parcel to be developed as general business. This would also



Future Land Use Map

Master Plan Update
Ypsilanti Township
Washtenaw County, MI

- SFR-1
- SFR-2
- SFR-3
- SFR-4
- SFR-5
- MFR-2
- MFR-3
- MFR-4
- MFR-5
- Town Center (See inset map on page X)
- Office
- Neighborhood Commercial
- General Commercial
- Urban Commercial Corridor
- RD
- Industrial
- Private Recreation
- Public
- Water



Sources: MCGI, Ypsilanti Twp

Draft: March 2014

Ypsi Twp.- 953 E. Michigan

CHARTER TOWNSHIP OF YPSILANTI NOTICE OF PUBLIC HEARING Take notice that a petition has been filed with the Ypsilanti Township Planning Commission requesting to rezone the 6.52 acre parcel formally known as Ypsi-Mobile Village Mobile Home Park from MHP (Mobile Home Park) to B-3 General Business for property located at: 953 E. Michigan - K-11-10-205-039 The Planning Commission invites the public to attend a public hearing on this application to be held on TUESDAY, August 25, 2015 at approximately 6:30 P.M. in the Civic Center Board Room (7200 S. Huron River Drive) to comment on or raise objections, if any, to this petition. The file and map are available for inspection at the Civic Center in the Office of Community Standards or call 734.485.3943 for more information. Please address written comments to: Ypsilanti Township Planning Commission, 7200 S. Huron River Drive, Ypsilanti, MI 48197 or email to Planning@ytown.org. Laurence Kreig, Secretary Legal Description COM AT N 1/4 COR SEC 10, T3S-R7E, YPSI TWP, WASH CTY MI, TH S 00-10-55 E 1089.21 FT ALG N/S 1/4 LN SEC 10; TH S 74-40-01 W 203.49 FT ALG C/L MICH AVE; TH S 75-54-21 W 46.34 FT ALG C/L MICH AVE TO POB; TH S 75-54-21 W 308.26 FT ALG C/L MICH AVE; TH N 00-32-42 W 238.88 FT; TH S 75-48-07 W 145.51 FT; TH N 00-48-07 W 349.25 FT ALG E/L JOHNSONS PL SUB; TH S 88-24-02 W 59.34 FT ALG N/L JOHNSONS PL SUB; TH N 01-06-15 W 228.69 FT; TH S 88-36-37 E 195.77 FT; TH S 00-10-55 E 100.11 FT; TH N 89-49-05 E 313 FT; TH N 89-49-05 E 73.55 FT; TH S 00-10-55 E 245.21 FT; TH S 88-11-19 W 77.01 FT; TH S 00-10-55 E 353.20 FT TO POB. BEING PT OF NW 1/4 SEC 10. CONTAINING 6.93 AC +/- BEING SUBJ TO RIGHTS OF PUBLIC OVER S 50 FT THEREOF AS OCCUPIED BY MICHIGAN AVENUE. (14,986 SQ.FT. OR 0.34 ACRE)
08/03

AFFIDAVIT OF PUBLICATION

(Affidavit of Publisher)

STATE OF MICHIGAN,
ss.
COUNTY OF WASHTENAW

The undersigned, an employee of the publisher of Washtenaw County Legal News, having knowledge of the facts, being duly sworn deposes and says that a notice, a true copy of which is annexed hereto, was published in Washtenaw County Legal News a newspaper circulated in Washtenaw County on August 3, 2015 A.D.



Sheila Pursglove

Subscribed and sworn before me on this 3rd day of August 2015 A.D.



Vicky Blanshard

Notary Public Washtenaw County, Michigan. My commission expires: August 9, 2020 Acting in Washtenaw County, Michigan.

Attorney: Ypsilanti Twp. - Ypsilanti Twp.

AttorneyFile#:

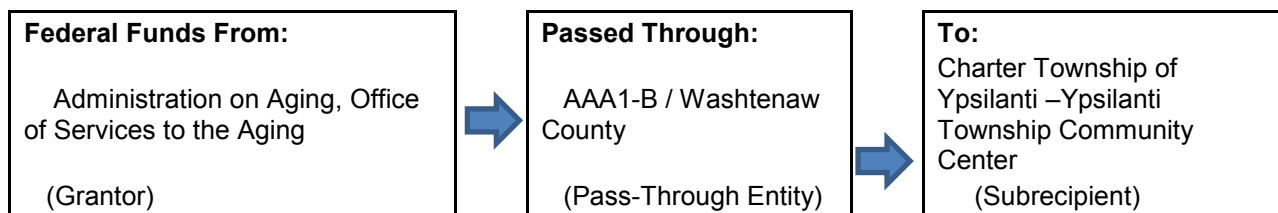
Notice#: 1244574

COUNTY OF WASHTENAW, MICHIGAN**Agreement for Subaward of Federal Financial Assistance**

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this 1st day of October, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, Charter Township of Ypsilanti located at 7200 S. Huron River Dr., Ypsilanti, MI. 48198 on behalf of Ypsilanti Township Community Center (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the Special Programs for the Aging Title III, Part C Nutrition as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement**ARTICLE I – REQUIRED DATA ELEMENTS**

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	Ypsilanti Township Community Center
Subrecipient DUNS Number	
Federal Award Identification Number (FAIN)	16-9052-CH
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	October 1 st , 2015
Subaward Period of Performance (start and end date)	October 1 st , 2015 through September 30 th , 2016
Amount of Federal Funds Obligated by this Agreement	\$15,000.00

Total Amount of Federal Funds Obligated to the Subrecipient	\$15,000.00
Total Amount of the Federal Award	\$15,000.00
Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	Congregate meals for program participants ≥60 years old.
Name of Federal Awarding Agency	Administration on Aging, Office of Services to the Aging
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Jamila Rahman, rahmanj@ewashtenaw.org
CFDA Number and Name	93.045; Special Programs for the Aging Title III, Part Nutrition Services
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	N/A

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE II - SCOPE OF SERVICES

The Contractor will be responsible for administering the congregate meals programs for the Ypsilanti Township Community Center located at 2025 E. Clark Road, Ypsilanti, MI. 48198 in accordance with local, state, and federal requirements as outlined in Attachment D, *Scope of Services*.

ARTICLE III - PAYMENT AND CASH MANAGEMENT

The County will pay the Subrecipient an amount not to exceed **fifteen thousand dollars (\$15,000.00)**. The County agrees to make payments in quarterly installments in accordance with the budget and timeline in Attachment E, unless otherwise approved in writing by the parties. If at the end of the term of this Agreement there are unexpended portions of the contract amount, the unexpended funds will be retained by the County for reallocation to other purposes.

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to *Andrea Plevak* and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports *QUARTERLY* to *Jamila Rahman, Human Services Program Specialist*. The Subrecipient shall submit programmatic reports *QUARTERLY* to *Jamila Rahman, Human Services Program Specialist*

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V - TERM

This agreement begins on *October 1st, 2015* and ends on *September 30th, 2016 with an option to extend an additional 3 year(s)*. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County. Both parties will agree in writing prior to the end of the contract to extend agreement for one year.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this agreement.

Section 4 - The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the

project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances (Attachment A)
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (Attachment B)
3. Audit Certification (Attachment C)

ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE VIII- PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval.

Section 2 - The Subrecipient will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority,

express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient.

ARTICLE XI- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County and the Area Agency on Aging 1-B shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this agreement. The

additional insured provision does not apply to agreements with Architects, Architectural firms, Engineers or Engineering firms.

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o: *Office of Community and Economic Development* P. O. Box 915, Ypsilanti, MI 48197, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona

bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Subrecipient will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Subrecipient agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Subrecipient, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$12.00 per hour with benefits or \$14.07 per hour without benefits. The Subrecipient agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2016 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

This agreement is binding on the County and the Subrecipient, their successors and assigns. Neither the County nor the Subrecipient will assign or transfer its interest in this agreement without the written consent of the other.

ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXI - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees and agrees to indemnify and protect the County against such liability.

ARTICLE XXII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this agreement by written amendments signed by both parties.

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

This agreement is to be interpreted by the laws of the State of Michigan. The parties agree that the proper forum for any disputes or litigation arising out of this agreement is in Washtenaw County, Michigan.

The County and the Subrecipient agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation. This is not to be construed as a waiver of governmental immunity for either party.

ARTICLE XXV - EXTENT OF AGREEMENT

This written agreement, including any attachments thereto, represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXVI – PRIVACY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

ARTICLE XXVIII - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO:

WASHTENAW COUNTY (Pass-Through Entity)

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

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

CHARTER TOWNSHIP OF YPSILANTI (Subrecipient)
-Ypsilanti Township Community Center

By: _____
Brett D. Lenart (DATE)
(OCED Interim Director)

BY: _____
Brenda Stumbo (DATE)
(Charter Twp. of Ypsilanti Supervisor)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

STANDARD ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the

Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.
18. Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Signature of Subrecipient's Authorized Representative

Name of Subrecipient Organization

Title of Subrecipient's Authorized Representative

Date Submitted

ATTACHMENT B

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Subrecipient Organization

Printed Name and Title of Subrecipient's Authorized Representative

Signature of Subrecipient's Authorized Representative

Date

ATTACHMENT C

Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: _____

Street Address: _____

City, State, Zip Code: _____

Independent Audit Firm: _____

Certification for Fiscal Year Ending (mm/dd/yyyy): _____

(Check appropriate box):

☐ I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.

☐ I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

Signature of Subrecipient's Authorized Representative

Date

For Washtenaw County Use Only

Reviewed By: _____

Date: _____

Attachment D:
Scope of Services

Congregate Meals Program

I. Participants

Eligibility Criteria

The Senior Nutrition Program will serve individuals that meet the following criteria:

- a. The eligible person must be 60 years of age or older, or be the spouse or partner of a person 60 years of age or older.
- b. Individuals living with disabilities who have not attained 60 years of age but who reside in housing facilities occupied primarily by older adults at which congregate nutrition services are provided, may receive such services.
- c. Non-older adult individuals living with disabilities who reside in a non-institutional household may accompany an eligible older individual and may participate on the same basis as the elderly participants.

Participant Registration and Recordkeeping

Upon registration, the participant should be provided the Participant Welcome Packet developed by OCED. Each participant must complete a registration form for the program. This form is submitted to OCED as soon as possible for entry into the database. Participants must sign on the Daily Sign-in Sheet prior to receiving each meal. Daily Sign-in Sheets must be submitted to OCED each month.

Participant Donations

Individuals who meet the above criteria will be encouraged to donate \$3.00 per meal, although no one will be turned away for inability to pay.

Individuals not otherwise eligible may be served if meals are available, and they must pay \$5.50 and receive a receipt for their payment. Meals for these individuals may only be provided after all eligible participants have been served.

Donations must be counted and signed for by two people and kept in a locked container until deposited into a bank account. At the end of each month, sites must mail to OCED the original deposit receipts and documentation showing that each day's donations were counted and signed for by two individuals. Donations will be invested back into the Senior Nutrition Program by OCED. Donation Summary sheets and donation deposit receipts must be submitted to OCED each month.

Referrals

Each congregate nutrition provider shall be able to provide information about the nearest home delivered meals program and be prepared to make referrals for persons who may be eligible for a home delivered meals program.

OCED will connect each site to food assistance program information, as well as services that exist locally, including other AAA 1-B partners. Each site shall take steps to inform participants about local, state, and federal food assistance programs and provide information and referral to assist the individual with obtaining benefits. Sites will also refer participants to other services, as needed.

Participant Complaints

Sites will handle initial participant complaints. Should a complaint be unable to be resolved, the complaint must be addressed in accordance with the Senior Nutrition Program Grievance Procedure.

Postings

Each program shall display, at a prominent location in each meal site, the AAA 1-B or the Office of Services to the Aging (OSA) Community Nutrition Services poster. A site may use its own poster as long as all required information is included and clearly presented. The poster shall contain the following information for each program; additional information pertaining to the program shall not be displayed so as to cause any misunderstanding or confusion with information presented on the poster:

- The name of the nutrition project director
- The nutrition project director's telephone number
- The suggested donation for eligible participants
- The guest fee to be charged non-eligible participants
- A statement of non-discrimination identical to the language on the OSA poster: No persons shall be excluded from participating in, denied the benefits of, or be subjected to discrimination under the program because of age, race, color, national origin, or handicap. If you believe you have been discriminated against, please contact the Affirmative Action Officer at the Michigan office of Services to the Aging, 517-373-2057 or the Chicago Regional Office of Civil Rights, 312-886-2359.

II. Facilities and Safety

Accessible site

Senior Nutrition Program sites must be operated within an accessible facility. Accessibility is defined as a participant living with a disability being able to enter the facility, use the rest room, and receive service that is at least equal in quality to that received by a participant not living with a disability. Documentation from a local building official or licensed architect is preferred.

Site Access, Maintenance, Security

Sites are responsible for

- Care and maintenance of the facility, including restrooms, equipment, kitchen, storage areas and areas of common use
- Snow removal
- Utility payments
- Arranging fire safety inspections; all reports must be forwarded to OCED
- Licensing by the Public Health Department
- Insurance coverage
- Security procedures

Fire safety standards

Each meal site must be inspected, by a local fire official, no less frequently than every three years. For circumstances where a local fire official is unavailable after a formal (written) request, OCED may conduct fire safety assessments of the Senior Nutrition Program site. Each meal site must conduct an annual fire drill. At a minimum, documentation of a fire drill must include the date of the fire drill and a signature verifying that the fire drill occurred. Best practices suggest that documentation should also include items such as number of minutes to evacuate, aspects that went well, and aspects that require improvement.

Michigan Food Code

Sites must comply with Michigan Food Code and local public health codes regulating food service establishments. Each meal site and kitchen operated by a congregate meal provider shall be licensed, as appropriate, by the local health department. The local health department is responsible for periodic inspections and for determining when a facility is to be closed for failure to meet Michigan Food Code standards. The site shall submit copies of inspection reports electronically to OCED within five days of receipt for all facilities in which the Senior Nutrition Program is conducted. It is the responsibility of the Senior Nutrition Program site to address noted violations promptly.

Site staff is responsible for measuring the temperature of food items upon arrival and immediately prior to service. Hot food must be maintained above 135 degrees. Should the temperature fall below 135 degrees, the food must be reheated to above 165 degrees prior to service. Cold foods should stay below 41 degrees. Measured temperatures must be recorded daily on the temperature chart to be submitted to OCED each month.

Site Closure

When a meal site is to be permanently or temporarily closed, the program will notify OCED in writing, including the following information:

1. Intent to close a site, as soon as possible.
2. A rationale for site closure (e.g. lack of attendance, inability to meet minimum standards and/or other requirements, loss of resources)

All closures must be approved by OCED. If a closure occurs without approval, funding may be withheld and/or recaptured at OCED's discretion.

Emergency Preparedness

In cases of inclement weather, sites should close their program when the school district in the area is closed. Closure must immediately be reported to OCED.

Procedures to be followed in the event of a medical emergency must be posted. Staff and volunteers will be trained by OCED during in-services on procedures to be followed in the event of a medical emergency.

III. Staffing

Staff

OCED will provide training in identified competency areas twice per year at Senior Nutrition Program in-services. Each site must designate a "Site Coordinator" to serve as point person for OCED. Site coordinators are expected to train staff members on an ongoing basis and manage all staff members in order to carry out expected duties. Training provided by site staff members should include, at a minimum, day-to-day operations, food safety basics, and Senior Nutrition Program policies and procedures. Site staff member are expected to utilize the Volunteer Training Manual provided by OCED to cover all necessary training areas.

Volunteers

Sites are responsible for volunteer recruitment, orientation, ongoing training, and management for day-to-day activities. Sites are expected to use the Volunteer Training Manual provided by OCED. Volunteers must submit a volunteer registration form. Volunteer time must be documented to be included as an in-kind contribution to the Senior Nutrition Program using the In-Kind Documentation Form. Forms must be submitted monthly to OCED.

In-service Training

Staff and volunteers of each program shall receive in-service training at least twice each fiscal year which is specifically designed to increase their knowledge and understanding of the program and to improve their skills at tasks performed in the provision of service.

IV. Meals

Assistive Eating Devices

Each site shall make available, store and clean, upon request, food containers and utensils used as assistive devices for participants who are living with disabilities as part of a therapeutic program.

Non-Approved Meals

Funding provided by OCED may not be used to contribute towards potluck dining activities.

Food Taken Out of Meal Site

Sites may allow leftovers (food served to participants and not eaten) to be taken out of the site if the following conditions are met:

- a. A sign shall be posted near the congregate meal sign informing the meal participants that all food removed from the site becomes the responsibility of the individual.
- b. All new congregate participants receive written material about food safety and preventing food-borne illness when they sign up.
- c. All participants receive written material about food safety and preventing food-borne illness annually.
- d. The individual is required to sign a waiver statement that has been added to the registration form that states that they are responsible for food taken out of the site.
- e. Containers are not provided for the leftovers.

If a regular congregate meal participant is unable to come to the site due to illness, the meal may be taken out of the site to the individual for no more than seven (7) days. If needed for more than seven days, the participant should be evaluated for home delivered meals. If the person taking out the meal is also a regular congregate participant, they may also take their meal out.

OCED will provide technical assistance and materials for carrying out this policy if necessary.

Nutrition Education

OCED will provide nutrition education materials to be distributed each month to participants. Additionally, OCED will arrange for any additional nutrition education sessions and coordinate with the site to deliver the nutrition education. Sites are welcome to arrange for additional nutrition education activities.

Attachment E:
Project Budget

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of September 30, 2015 between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	43760394 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Westbound intersection of Michigan Ave (US-12) & Dorset Ave in Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install 1 overhead fed black 135 watt Autobahn LED mounted on a 17'-6" Code 48 arm on an existing wood pole.	
5. Estimated Total Annual Lamp Charges	\$179.90	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$1,197.98
	Credit for 3 years of lamp charges:	\$539.70
	CIAC Amount (cost minus revenue)	\$658.28
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Signature: _____	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐ YES ☒ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least N/A posts and N/A luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) ☒ YES ☐ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

Customer:

The Detroit Edison Company

Charter Township of Ypsilanti

By: _____

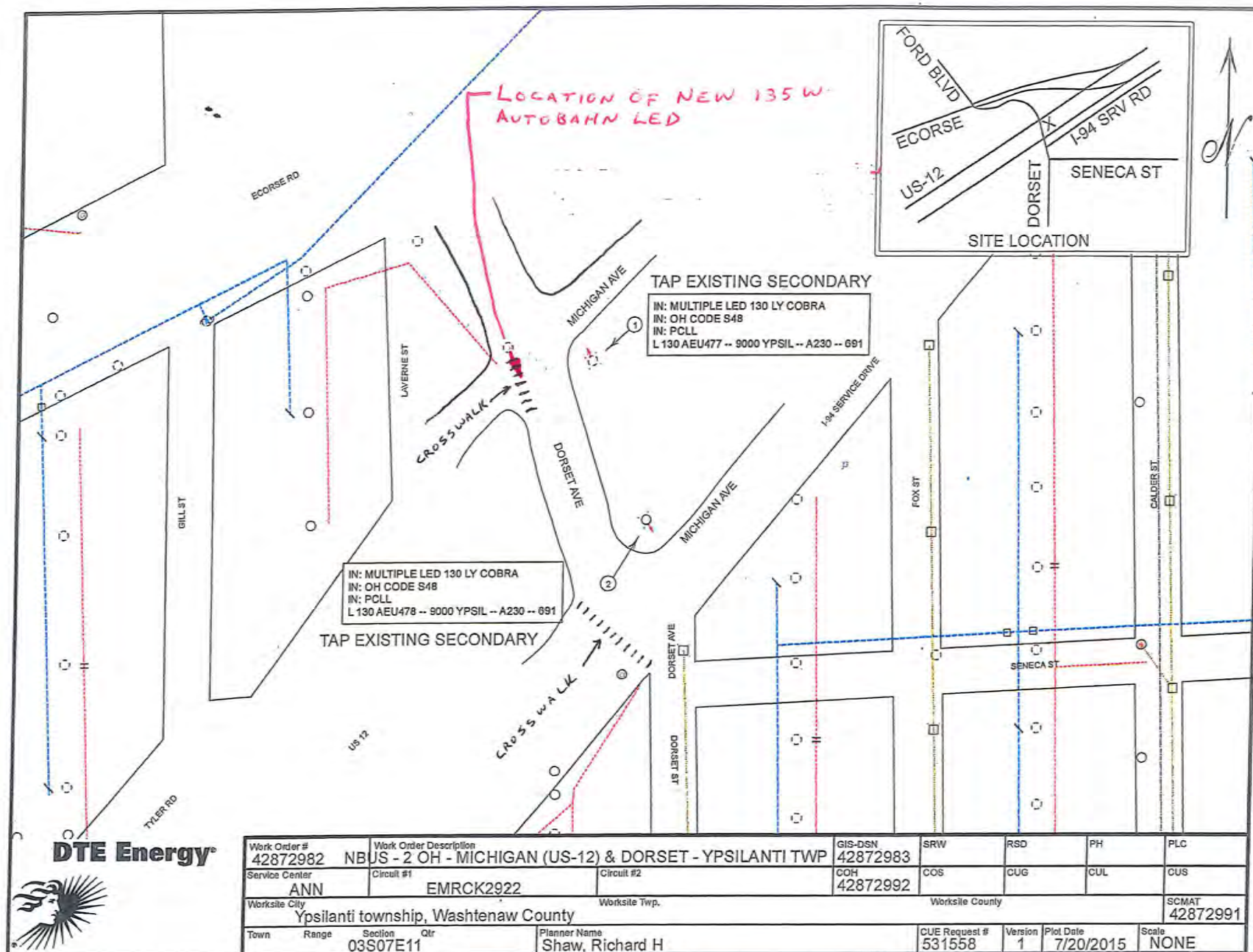
By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Work Order # 42872982		Work Order Description NBUS - 2 OH - MICHIGAN (US-12) & DORSET - YPSILANTI TWP			GIS-DSN 42872983	SRW	RSD	PH	PLC
Service Center ANN		Circuit #1 EMRCK2922		Circuit #2	COH 42872992	COS	CUG	CUL	CUS
Worksite City Ypsilanti township, Washtenaw County				Worksite Twp.		Worksite County			SCMAT 42872991
Town	Range	Section	Qtr	Planner Name Shaw, Richard H		CUE Request # 531558	Version 1	Plot Date 7/20/2015	Scale NONE

98 Main Street
Dundee, MI 48131
(734) 823-5801
1 (844) 589-3655

September 18, 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-11-23-200-001, Tax #K-11-23-400-022, Tax #K-11-13-330-001
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, reading "Peter Cassan". The signature is fluid and cursive, with the first name "Peter" and last name "Cassan" clearly distinguishable.

Peter Cassan
Right-of-Way Project Manager
NEXUS Gas Transmission

Enclosure:

Survey Permission form
Description of Survey Activities

Tract No: MI-WA-112.0010
Tract No: MI-WA-112.0001
Tract No. MI-WA-120.0002

Charter Township of Ypsilanti

Tax Parcel ID #: K-11-23-200-001, Tax #K-11-23-400-022, Tax #K-11-13-330-001

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: Tract No. MI-WA-112.0010
Tract No: MI-WA-112.0001
Tract No. MI-WA-120.0002

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-126.0000

MI-WA-125.0000-RD

A-125.0000-FLTL

MI-WA-123.0001

MI-WA-123.0000-FLTL
MI-WA-123.0000-RD

MI-WA-122.0000

MI-WA-121.0010-RD

MI-WA-121.0020

MI-WA-119.0090

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-119.0006

MI-WA-119.0060

MI-WA-120.0000

MI-WA-120.0001

MI-WA-119.0050

MI-WA-119.0040

MI-WA-119.0030

MI-WA-119.0020

MI-WA-119.0010

MI-WA-119.0000-FLFL

Coolidge Ave MI-WA-119.0000-RD

©2015 Google

Google earth

Imagery Date: 4/11/2015 42°13'25.61" N 83°33'23.81" W elev 714 ft eye alt 2054 ft

SET PUBLIC HEARING DATE

- A. SET PUBLIC HEARING DATE OF TUESDAY,
NOVEMBER 17, 2015 AT APPROXIMATELY 7:00PM –
CREATION OF LAKEVIEW #2 STREETLIGHT SPECIAL
ASSESSMENT DISTRICT

OTHER BUSINESS

AUTHORIZATIONS AND BIDS



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

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

October 1, 2015

Charter Township of Ypsilanti Supervisor Brenda Stumbo
Charter Township of Ypsilanti Board of Trustees

Dear Supervisor and Trustee Board,

The final steps in the preparation phase for replacing the roof at our Ford Blvd. fire station are complete. On Thursday, October 1, 2015 two (2) sealed bids were opened and reviewed by Clerk Karen Lovejoy Roe, Deputy Clerk Lisa Garrett, Captain Keith Harr and myself. As a result we researched bids to forward to you and the Board based on the following criteria:

- 1) Whether the Contractor resides within the Charter Township of Ypsilanti.
- 2) Whether the Contractor resides within Washtenaw County.
- 3) Is Bid proposal within the Capital fund (206.970-000.971.008) budget amount of \$55,000
- 4) Prevailing wage standard enforced. (10% of acceptant bid for unionized Contractors)

Attached you will find copies of each bid proposal.

- Barnett Roofing bid totaled \$57,734.00 to complete the project according to specifications.
- Rapid Roofing bid totaled \$49,950.00 to complete the project according to specifications.

In accordance with our bid review observations we concluded and recommend to the Charter Township of Ypsilanti Supervisor and Trustee Board to accept **Rapid Roofing** proposal the low bid proposal for the roof replacement project at Fire Department headquarters located at 222 S. Ford Blvd. Rapid Roofing's bid of \$49,950.00 was below budgeted costs and prevailing (UNION) wage standards.

Sincerely,

Fire Chief Eric Copeland



Restoring Your Peace-of-Mind...*FAST!*

This proposal was prepared just for you:
Ypsilanti Township Fire Department
222 S Ford Blvd
Ypsilanti, MI 48198
734-544-4100



September 21, 2015

Ypsilanti Township Fire Department,

Thank you for taking the time to meet with me and discuss ideas for your home improvement. I would briefly like to tell you about Rapid Roofing and why you will want to choose us for your home improvement project.

Rapid Roofing provides \$2,000,000.00 of liability insurance per occurrence. All of our employees are covered by Workers Compensation Insurance so that you will not be exposed to any liability should any of our employees be injured while on your job. We are registered with the State of Michigan as a licensed building contractor.

- We are members of Certified Contractors Network (CCN)
- We are members of Better Business Bureau (BBB)
- We are members of National Roofing Contractors Association (NRCA)
- We are members of the following Chamber of Commerce: Novi, Northville, Livonia, Plymouth, Canton, Belleville, Farmington, Farmington Hills, and Birmingham

As a legitimate and dependable home improvement company, we maintain these affiliations and credentials to provide you with the highest level of confidence and customer service. We are registered, licensed and approved with many manufacturers for the installations of premium home improvement products.

- Our roof mechanics are qualified Master Shingle Applicators (MSA), and attend pre-approved on-going training to keep them up to date on the latest technological advances in the roofing industry including the local building codes and the NRCA specifications. We are also a GAF-ELK MasterElite Contractor

(ME04316).

- Our installers are certified by GAF-ELK, Owens Corning, Certainteed, DECRA metal shingles, and (GAF Commercial) among others.

With a permanent place of business and over 10 years in the home improvement industry, we take pride in our quality workmanship and the specialty services offered to our clients.

We thank you for giving us the opportunity to help you meet your home improvement needs and look forward to helping you achieve 100% customer satisfaction.

Very Truly Yours,

Michael L. Beaty
Rapid Roofing

Deteriorated Roof Removal:

Rapid Roofing will remove and dispose of the existing layers of deteriorated roof material, down to the existing roof deck.

Deck Preparation:

The roof deck is the structural surface over which the roofing materials are applied. The roof deck should be a smooth, solid surface, which will permit the panels to be securely fastened. The roof deck should be at least 1/2" thick plywood or nominal 1" thick wood deck, not more than 6" wide. The deck must be strong enough to:

- Support the roofing materials and our workers.
- Safely resist impact loads.
- Hold uniform loads, such as heavy snow.
- Provide resistance to wind force.
- Anchor the nails.

If you apply a roof over a deck surface that is unacceptable to the manufacturer, and damage results, the warranty may not be honored. The manufacturer will not take the responsibility for:

- Poor deck design that causes damage to the roofing system or other parts of the house.
- Defects or damage caused by the materials used as a roofing base, over which the metal roofing is applied.
- Damage to the roofing material caused by settlement, distortion, failure, or cracking of the roof deck.
- Defects, damage or failure caused by the application of the metal roofing not in strict adherence within written instructions of the manufacturer.
- Application over wood that is not dry or which has hard projections, such as partially driven nails, which can cause damage to the roofing material or underlayment applied above.

- 1. Inspect entire roof deck before the installation of the new roofing, re-nail protruding roof nails and clean the roof deck to allow for a smooth surface for the installation of the new metal roof panels.**
- 2. Any replacement of rotted or damaged decking, framing or finishing lumber charged at: \$45.00 per sheet of plywood and \$3.00 per lineal ft. of 1x6.**
- 3. Labor will be charged at a rate of \$75 per man hour plus materials on areas that have not been specified.**

Rapid Roofing will notify the customer prior to proceeding with the above additional work.

New plywood deck areas:

- Furnish and install up to 5 sheets of new roof decking, new decking will be properly spaced with galvanized steel clips and fastened with ZipFit hidden hangers.

Perimeter Edge Flashing (Drip Edge):

Eave Drip Edge Flashing:

Install 20 ounce copper drip edge on all eave edges beneath underlayment to facilitate water run off into gutters or away from house.

Rake Drip Edge Flashing:

Install 20 ounce copper drip edge on all rake edges on top of underlayment to protect against wind driven rain.

Areas Ice & Water Shield is to be installed:

Install (36") of ice and water shield around all roof penetrations including chimneys and vent pipes.

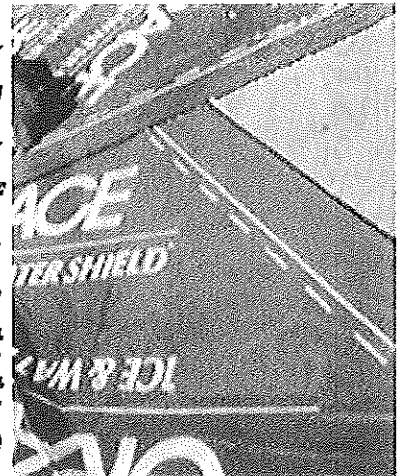
Additional areas Ice & Water Shield is to be installed:

For an asphalt shingle roof system 9' will also be installed at the eaves as well as 18" along the rake edge.

NOTE: For an asphalt shingle roof system, ice shield to be installed by qualified mechanics for manufacturers extended Pro Warranty.

Ice & Water Shield:

Ice & Water Shield: Ice & Water Shield offers leak protection for sloped roofs due to ice dams and wind-driven rain. It is applied to the roof deck prior to the application of the finished roof covering. The membrane goes under shingles and seals around nails that hold the shingles in place, so water that doesn't drain properly cannot penetrate the roof. It also creates a weather-tight barrier against wind-driven rains that cause shingles to lift and leak.



- Ice & Water Shield is warranted to remain effective during the warranted lifetime of a new asphalt shingle system applied over it.
- Ice & Water Shield is a long lasting, waterproofing shingle underlayment designed to seal the roof and prevent water from getting inside the building.
- Ice & Water Shield protects your building from water backup caused by ice dams & wind-driven rain.

Underlayment:

Underlayment shall consist of (1) layer of Tamko Synthetic roofing underlayment secured to the roof deck.

Roofing underlayment is available in several grades and composition. Typical underlayment is commonly known as #15 or #30 felt. This name no longer reflects the product's weight. These underlayments are water resistant to some degree, depending on the percentage of asphalt that has been absorbed into the felt or fiberglass mat. The best underlayments adhere to ASTM standards. ASTM D2869 for #15 underlayment and ASTM D226 for #30 underlayment. The installation of standard underlayment is required by most shingle manufacturers and recommended by all. Shingle underlayment is required by Underwriters Laboratories (UL) for a Class A fire rating. The roofing industry is rapidly changing to synthetic underlayments, because they consistently out-perform & out-test conventional roofing underlayments.

Benefits of Tamko Synthetic Underlayment:

- Lays flat and is extremely resistant to wrinkling
- Reduces the likelihood of slipping for increased safety
- Won't tear away from fasteners when walked on or in strong winds
- Can be left exposed for long periods of time
- High-tech, high performance roofing underlayment

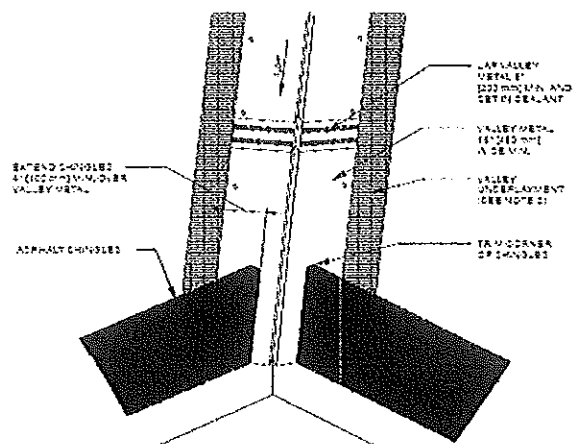
Roof Installation:

Furnish and install a Tamko roof system as per manufacturers specifications and in accordance with the selected material and warranty guidelines.

- Rapid Roofing will install a Tamko roof system per manufacturers specifications .
- All shingles to be sealed at the perimeter then sealed to the drip and rake flashings Tamko starter strip.

Valley Installation:

- Furnish and install 3 layers of new Ice and Water shield within all valleys after installation of new Ice and Watershield .20 ounce custom fabricated W Style Aluminum Valley will be installed. This will prevent premature failure and insure that the new valleys will be permanently sealed.



Fasteners for Roofing Application:

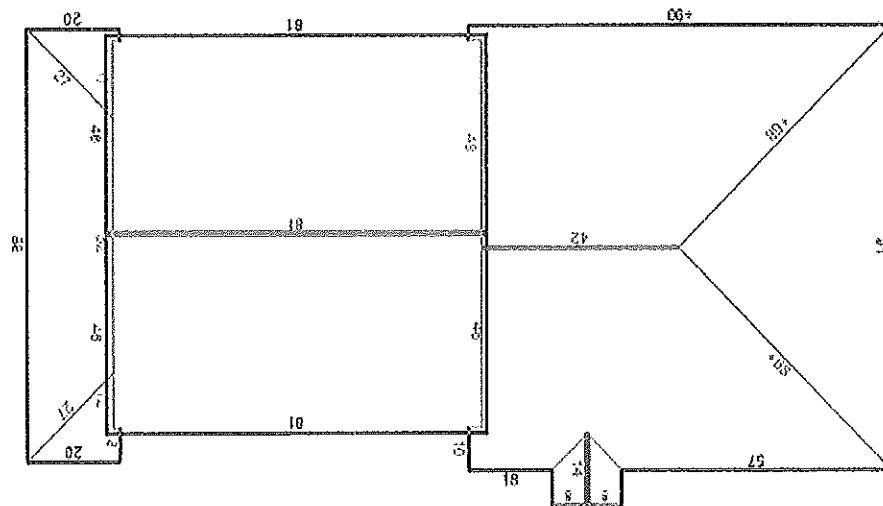
- Nailing of shingles vary, Rapid Roofing installs all shingles with 1 1/2" hot dipped galvanized ring shanked nails (6 per shingle).
- Fastener must be placed correctly in every shingle, penetrate thru plywood roof deck by a minimum of an 1/8" and a minimum 3/4" into solid wood deck.
- It is Rapid Roofing policy not to staple shingles ever.

Ventilation:

As required by building codes and The National Roofing Contractors Association (NRCA) your roofing system will require the following ventilation:

All insulated attic spaces shall be ventilated with openings to the exterior of not less than 1 square foot (minimum) of ventilation for every 300 square feet of attic floor space. This must be balanced equally between the soffit and the ridge of your home.

- All ventilation shall be designed to prevent the entry of rain and snow and insects.
- Furnish and install LAMANCO 750 Roof Louver ventilation system on all peaks of the home.
- 16,000 sq. ft. of attic floor divided by 300 = **54 square feet** of net free ventilation
- Convert to square inches 54 sq. ft. x 144 = **7,776 sq. inches**
- Balance system by dividing by 2 = 3,888 sq. inches of intake and exhaust (minimum)
- Ridge ventilation only provides a maximum of **18 net free inches per lineal ft** **18 net free inches x 116 lineal ft = 2,088** which is 1,800 net free inches less of the manufacturer and local building code minimum requirement. The only way to properly ventilate the buildings attic space properly is with a Roof Louver Ventilation System.



IMPROPER VENTILATION WILL VOID MANUFACTURERS WARRANTY!

Flashings: (if applicable)

- ~~Chimney Flashings~~ flashings around perimeter of all applicable chimneys. Apply Ice & Water Shield new step flashing counter flashing around entire perimeter of chimney base.
- **Plumbing Vent Flashings:(if applicable)** replace all plumbing vent flashings with new boot which will be custom fabricated for your roof system.

Permits: (if applicable)

All applicable permits & inspection fees pertaining to job will be applied for & obtained by Rapid Roofing for the scope of work being performed in their respective township, city or village. Permits for roofing projects are a requirement in certain townships or municipalities by local building codes.

Non-Standard Items:

- ☐ Not applicable

Low sloped roof areas:

- ☐ Not applicable

Long Term Warranty:

Rapid Roofing is a Professional Roofing Contractor certified by TAMKO AS A PRO CONTRACTOR. Rapid Roofing proposes to furnish and install labor and material in accordance with the above specifications in order to qualify for the Manufacturers Long Term Warranty. **A Certificate of Warranty for materials must be prepared & mailed to manufacturer upon completion of the roof. A warranty will be provided to you for the term specified by the material chosen.**

ROOFING INVESTMENT

Entire Building

TAMKO HERITAGE WOODGATE

- Lifetime Limited Transferable Warranty
- 30-yr Non-Prorated
- Two-piece laminated shingle construction
- Fiber Glass composition
- 15yr. Algae-Resistant warranty
- UL Class A Fire Resistance
- Wind Warranty up to 130 mph
- ASTM D3161 (Self Sealing)
- ASTM D3462 (Tear Strength)

\$55,550.00

Accepted _____ Rejected _____

OPTIONS & ACCESSORIES		INVESTMENT
Roof		\$55,550.00
10 % donation to the fire station		\$ 5,550.00
Performance Bond if Required 5% project cost		\$ 2,497.50 not included
	TOTAL	\$49,950.00
0 % due upon acceptance	Deposit	\$ 0.00
Balance due upon completion	Balance	\$49,950.00
YOU, THE OWNER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION CLAUSE BELOW FOR AN EXPLANATION OF THIS RIGHT.		

ACCEPTED AND AGREED: The prices, specifications and conditions contained herein this Agreement are satisfactory and hereby accepted. You are authorized to perform the work as specified.
(MUST BE SIGNED BY ALL OWNERS)

OWNER: _____

DATE: _____

AGREEMENT IS NOT FULLY EXECUTED UNTIL SIGNED BY A LICENSED SALES PERSON THAT IS CURRENTLY EMPLOYED BY Rapid Roofing.

Michale L Beaty

Michael L. Beaty

DATE: 9/22/2015

BARNETT

Roofing and Siding, Inc.

Commercial & Residential Roofing & Siding

September 30, 2015

Charter Township of Ypsilanti

RE: Roof Replacement
Fire Station Headquarters
222 S. Ford Blvd.
Ypsilanti, MI 48198-6067

1. We will install a new roof on your building.
2. We will completely remove old roofs to roof deck and haul away debris.
3. Any rotted roof boards or plywood roof deck will be replaced at an additional cost of \$3.00/lin. ft. for 1 x 6 or 1 x 8 roof boards or \$46.00/sheet for ½" exterior grade plywood. Please note that if the existing Ice & Water Shield/shingles are melted to the plywood, that section of plywood will then be replaced at the above rates.
4. We will install a new aluminum edging at eave and rake edges.
5. Four (4) 36" courses of Ice & Water Shield will be installed at eaves of house for a total of twelve (12) ft. of coverage; the valley areas and through-roof penetrations will have one (1) course installed.
6. One (1) layer of CertainTeed ASTM rated, high performance, synthetic reinforced roofing felt (Diamond Deck) will be installed over roof deck as recommended by the shingle manufacturers.
7. The shingles will be a laminated dimensional, self-seal fiberglass/asphalt type (240 lbs./per square), nailed in place as manufactured by CertainTeed Roofing Products in the Landmark Series. There is a limited lifetime warranty on material from the manufacturer. Also, CertainTeed Products carry a ten (10) year Sure Start Warranty, which guarantees 100% labor and material against manufacturer's defects for the first ten (10) years, a 15-year/130-m.p.h. wind warranty and 15-year Streak-Fighter Warranty which will protect the roof from algae blooms (dark streaks/staining). (*Note that while the manufacturer may warrant the goods sold to the customer, we make no warranties, express or implied, including any implied warranties of merchantability or fitness with respect to such goods.)

(Cont'd)

BARNETT

Roofing and Siding, Inc.

Commercial & Residential Roofing & Siding

(Cont'd)

20. If the above proposal is accepted, please allow 1 ½ - 2 weeks for scheduling purposes and 6 - 8 days for completion, weather permitting.

*Base Cost - Standard: \$ 49,354.00

*Add to Base Cost for Requested Prevailing Wage: \$ 5,680.00

*Total: \$ 55,034.00

OPTIONS

- A) We will include the 3-Star CertainTeed Manufacturer's Extended Warranty; this warranty includes the required use of the CertainTeed Ice & Water Shield, as well as the required use of the CertainTeed high-end fiberglass felt paper (Roofer's Select/Diamond Deck). This is not a third party warranty program, but a guarantee from CertainTeed Corporation that your roof will be corrected in the event that defects. This warranty covers all materials, labor and tear-off for a period of twenty (20) years (non-prorated) on CertainTeed laminated shingles.

Add \$ 2,730.00 (Accepted: _____)

- B) Add for 24'x26' garage roof: \$ 1,994.00 (Accepted: _____)

****Note:** A performance bond will not be included or available.

****Note:** Because of projected price increases from the manufacturers, the prices above are guaranteed for thirty (30) days only.

(Cont'd)

BARNETT

Roofing and Siding, Inc.

Commercial & Residential Roofing & Siding

(Cont'd)

***Note: This contract does not include, unless expressly specified, any mold abatement, removal or cleaning. If mold is found existing on the premises, any cost to abate, remove or clean shall be paid by you as an extra. In addition, any warranty given to you under this contract does not include the cost to abate, remove or clean mold that may be found on the premises in the future.*

Regards,



Gerald Barnett
GB/cd

Accepted: _____
(I/we agree to the terms and conditions set forth by Barnett Roofing & Siding, Inc.)

CHARTER TOWNSHIP OF YPSILANTI

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik
Office of Community Standards

Re: **Request to award contracts for asbestos abatement and demolition of residential structures located at 2215 Harmon and 2572 Hearthside in the amount of \$28,075; funds are available in General Fund Community Stabilization account 101-950.000-969.011**

Date: October 1, 2015

Copy To: Board of Trustees; Doug Winters, Township Attorney

The Office of Community Standards working in conjunction with legal counsel has obtained demolition orders from the Washtenaw County Circuit Court for two residential structures that were declared to be public nuisances and order demolished. The property owners in each case have failed to comply with the court orders and we now wish to exercise the township's authority to demolish the structures as ordered by the court. Both properties have been the subject of neighborhood complaints and their severely blighted conditions are causing a hardship for neighboring property owners.

Pursuant to board authorization, competitive bids were obtained from licensed contractors to remove asbestos and demolish the structures. Four bids were received for asbestos abatement and one bid was received for demolition. It is recommended to award contracts to the low bidder for asbestos abatement and the sole bidder for demolition.

- | | | |
|---------------------|---|---------------------------------------|
| 1. 2572 Hearthside | Township v. Dewey H. Alexander, Trustee of the Dewey H. Alexander and Evelyn A. Alexander Revocable Living Trust and Shirley Brooks | |
| Asbestos Abatement: | \$3,450 | Professional Abatement Services, Inc. |
| Demolition: | \$10,450 | Pro Site Services, Inc. |
| | | |
| 2. 2215 Harmon | Township v. Jeanne M. Menendez and Ocwen Loan Servicing, Inc. | |
| Asbestos Abatement: | \$1,525 | Professional Abatement Services, Inc. |
| Demolition: | \$12,650 | Pro Site Services, Inc. |

Authorization is requested to award and execute contracts pursuant to review and approval by legal counsel. Funding is available in the General Fund Community Stabilization account 101-950.000-969.011. After demolition is completed, legal counsel will file necessary liens and motions in an effort to recover these costs from the defendants in these cases.

STATE OF MICHIGAN
IN THE 22ND JUDICIAL CIRCUIT COURT

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan Municipal Corporation,

Plaintiff,

vs

Case No.: 15-127 -CZ
Hon. Timothy P. Connors

JEANNE M. MENENDEZ and OCWEN
LOAN SERVICING, INC., a division or
wholly owned subsidiary of Ocwen
Financial Corporation, Inc., a foreign
corporation doing business in Michigan,

Defendants.

DENNIS O. McLAIN (P25676)
McLain & Winters
Attorney for Plaintiff
61 North Huron
Ypsilanti, Michigan 48197
PH: (734) 481-1120

ERIN ROSE KATZ (P71604)
Dykema Gossett PLLC
Attorney for Defendant OCWEN Loan Servicing, Inc.
39577 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304
PH: (248) 203-0714

**ORDER DECLARING PROPERTY A PUBLIC NUISANCE, ENTRY OF
PRELIMINARY INJUNCTION REQUIRING DEFENDANT MENENDEZ
TO ABATE THE NUISANCE, ~~ORDER DISMISSING DEFENDANT~~
OCWEN LOAN SERVICING, INC., AND OTHER RELIEF**

*At a session of court held in the courthouse in
Ann Arbor, Michigan, on 8/16/2015.*

PRESENT: TIMOTHY P. CONNORS
Circuit Court Judge

Plaintiff filed a Verified Petition to declare the property which is the subject of this lawsuit a public nuisance. Defendant Jeanne Menendez has failed to appear or otherwise respond to this lawsuit. Defendant OCWEN Loan Servicing Inc. is entitled to a dismissal. The Court is otherwise familiar with this case.

McLAIN & WINTERS · ATTORNEYS AT LAW
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IT IS HEREBY ORDERED AND ADJUDGED that, for the reasons stated on the record, the property, including the structures located thereon, at 2215 Harmon, Ypsilanti Township, Washtenaw County, State of Michigan, and more particularly described as:

Lot 558, Nancy Park No. 7, a part of the Southeast Quarter of Section 14, Town 3 South, Range 7 East, according to the plat thereof as recorded in Liber 13, Page 38 and 39, Washtenaw County Records.

Commonly known as: 2215 Harmon Street, Ypsilanti, MI

TAX ID: K-11-14-441-028

is declared to be a public nuisance and ordered abated.

IT IS FURTHER ORDERED AND ADJUDGED that, a preliminary injunction is entered requiring Defendant Jeanne Menendez (Menendez) to abate the nuisance as follows:

1. Within thirty (30) days of service of a copy of this Order upon her, Defendant Menendez shall cause all structures located upon the subject property to be demolished, the property to be returned to surrounding grade level and properly seeded. All work shall be done in accordance with Plaintiff Township's Codes and Ordinances regarding permits, inspections and approvals.
2. Should Defendant Menendez fail to comply with paragraph one (1) above, Plaintiff Township, its authorized agents and assigns, may

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enter upon the subject property and take whatever steps may be necessary to perform the demolition of all structures located thereon.

3. If Plaintiff Township performs the demolition of the structures located upon the subject property, it shall be entitled to reimbursement from Defendant Menendez of all costs incurred in the demolition process.
4. Defendant Menendez shall have thirty (30) days from the date of mailing to her of an invoice detailing the costs incurred by Plaintiff Township in the demolition process within which to reimburse these costs to Plaintiff Township. If Defendant Menendez fails to reimburse Plaintiff Township as required, Plaintiff Township may submit to this Court a Judicial Lien in all such amounts to be recorded against the subject property. Furthermore, Plaintiff Township may submit a money judgment to be entered against Defendant Menendez in all such amounts incurred, including reasonable attorney fees, by reason of the failure of Defendant Menendez to comply with paragraph one (1) above.

IT IS FURTHER ORDERED AND ADJUDGED that Defendant OCWEN Loan Servicing, et al. shall be and hereby is dismissed with prejudice and without costs.

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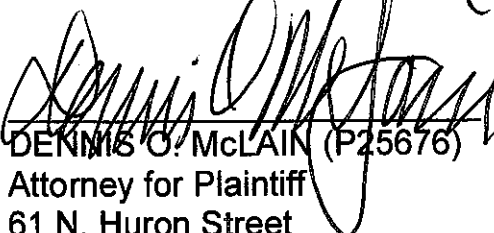
IT IS FURTHER ORDERED AND ADJUDGED that all prior Orders of this Court not inconsistent herewith shall remain in full force and effect.

IT IS FURTHER ORDERED AND ADJUDGED that this Court reserves jurisdiction to enforce the terms and provisions contained in this Order. Otherwise, this is a final Order and closes the case.


/s/ Timothy P. Connors

Honorable Timothy P. Connors
Circuit Court Judge

Prepared and approved by:
McLain & Winters


DENNIS O. McLAIN (P25676)
Attorney for Plaintiff
61 N. Huron Street
Ypsilanti, Michigan 48197
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Approved by:
Kykema Gossett PLLC


ERIN ROSE KATZ (P71604)
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39577 Woodward Avenue, Suite 300
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STATE OF MICHIGAN
IN THE 22ND JUDICIAL CIRCUIT COURT

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation,

Plaintiff,

Case No.: 15-151-CZ

Hon. Carol Kuhnke

vs

DEWEY H. ALEXANDER, Trustee of the
DEWEY H. ALEXANDER and EVELYN A.
ALEXANDER REVOCABLE LIVING TRUST,
Dated September 16, 2009 and SHIRLEY
BROOKS,

Defendants.

DENNIS O. McLAIN (P25676)
McLain & Winters
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**ORDER TO DECLARING PROPERTY A PUBLIC NUISANCE AND
REQUIRING DEFENDANT DEWEY H. ALEXANDER TRUSTEE OF THE
DEWEY H. ALEXANDER REVOCABLE LIVING TRUST DATED
SEPTEMBER 16, 2009 TO ABATE THE NUISANCE AND OTHER RELIEF**

At a session of court held in the courthouse in

Ann Arbor, Michigan, on May 13, 2015.

PRESENT: Carol Kuhnke
Circuit Court Judge

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Plaintiff filed a Verified Petition to declare the property which is the subject of this lawsuit a public nuisance and the Court to Order Defendant Dewey H. Alexander, et. al to abate the nuisance. Defendant Dewey H. Alexander was properly served with the Summons, Verified Petition and an Order requiring him to appear today to show cause why such an order should not be entered. He failed to appear. The Court is otherwise familiar with this case.

IT IS HEREBY ORDERED AND ADJUDGED that for the reason stated in Plaintiff's Verified Petition the property and structures located at 2572 Hearthsides Drive and more particularly described as:

Lot 40 - Huron Hearthsides Subdivision according to the plat thereof as recorded in Liber 10, Page 52 of Plats, Washtenaw County Records.

Tax ID: K-11-24-240-018

Commonly known as: 2572 Hearthsides Drive, Ypsilanti, MI

are declared a public nuisance and are ordered abated.

IT IS FURTHER ORDERED AND ADJUDGED that a Preliminary Injunction is entered requiring Defendant Dewey H. Alexander as trustee of the above named Trust to abate the nuisance under the following terms and conditions:

1. Defendant Dewey shall within thirty (30) days of service of this Order upon him abate the nuisance described above by demolition of all structure located upon the subject and restore the property to surrounding grade level and seeded.

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2. Defendant Dewey H. Alexander is responsible for obtaining all required demolition permits and inspections until such time as final approval has been given by Plaintiff Township.

IT IS FURTHER ORDERED AND ADJUDGED that should Defendant Dewey H. Alexander fail to comply with the above Preliminary Injunction Plaintiff and its agent and/or assigns are authorized to enter upon the subject property and perform the demolition of those structures. Following the demolition of the structures located at the subject property the Plaintiff shall present a bill to Defendant Dewey H. Alexander which he shall pay within thirty (30) days of receipt.

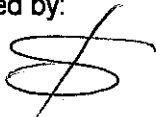
IT IS FURTHER ORDERED AND ADJUDGED that if Plaintiff undertakes the demolition and Defendant fails to reimburse Plaintiff Township its cost incurred, Plaintiff may request the entry of a Judicial Lien to be recorded against the subject property as well as a money judgment in Plaintiff's favor and against Defendant in the amount of all cost incurred in the demolition.

s/Carol Kuhnke

Honorable Carol Kuhnke
Circuit Court Judge

P55348

Prepared by:



DENNIS O. McLAIN (P25676)
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Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

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

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Fire Chief Eric Copeland

Date: October 2, 2015

Subject: Authorization to accept bids for the repair of storm drains on the north parking lot and sewer line from basement sump pump leading into pump test holding tank located in the north parking lot area at 222 S. Ford Boulevard (Fire Headquarters) budgeted in line item: #206-970-000-971.008 for **CAPITAL OUTLAY – PROPERTY IMPROVEMENT - FY 2015.**

Thank you,

ERC



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

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

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Fire Chief Eric Copeland

Date: October 2, 2015

Subject: Authorization to accept bids for installation of fiberglass insulation in the attic and soffit areas at 222 S. Ford Boulevard (Fire Headquarters) from funds remaining in budgeted line item: #206-970-000-971.008 - **CAPITAL OUTLAY – PROPERTY IMPROVEMENT - FY 2015** due to the lower than anticipated expense for replacement of six (6) desktop computers.

Thank you,

ERC