

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 2, 2016 REGULAR MEETING

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer observed.

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

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Ms. Kaiser, Township Resident, stated to the board that she would like a policy in place before the November election regarding Trustees who miss board meetings in the future. She stated that she appreciates Trustee Eldridge, Trustee S. Martin, and Trustee M. Martin for all they have done for her and for the community. Ms. Kaiser said in the past there have been Board Members who have missed excessive meetings and she wants a policy so the board will have clear direction if this happens in the future.

CONSENT AGENDA

A. MINUTES OF THE January 19, 2015 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR YEAR END FEBRUARY 2, 2016 IN THE AMOUNT OF \$640,126.90

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the Consent Agenda

The motion carried unanimously.

C. ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated they had met with Racer Trust and others involved with the Willow Run property and things were moving forward to try to help with that process. He said Racer and the State of Michigan were working to reach an agreement on the sale of the GM-Hydrumatic property.

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NEW BUSINESS

1. BUDGET AMENDMENT #2

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Budget Amendment #2 (see attached).

The motion carried unanimously.

2. REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR AUTHORIZATION TO JOIN THE MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK PURCHASING GROUP AND TO SIGN THE AGREEMENT WITH FUNDING FOR POSTAGE BUDGETED IN ACCOUNT 101-267-000-730-000

A Motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve the Request of Travis McDugald, IS Manager for Authorization to Join the Michigan Inter-Governmental Trade Network Purchasing Group and to Sign the Agreement with Funding for Postage Budgeted in Account 101-267-000-730-000 (see attached).

The motion carried unanimously.

3. REQUEST OF MIKE SARANEN AND JEFF ALLEN FOR APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH STANTEC FOR GENERAL CONSULTATION, DOCUMENT REVIEW AND ADVICE FOR TYLER DAM, IN AN AMOUNT NOT TO EXCEED \$7,000.00 BUDGETED IN LINE ITEM #252-252-000-801-250

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Mike Saranen and Jeff Allen for Approval of a Professional Services Contract with Stantec for General Consultation, Document Review and Advice for Tyler Dam in an Amount not to exceed \$7,000.00 Budgeted in Line Item #252-252-000-801-250 and to add Tyler Dam Phase III in the Contract with the Understanding that Mike Saranen will get the Additional Insurance Certificates For Our File (see attached).

The motion carried unanimously.

4. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF FOR APPROVAL OF THE 2016 GREEN OAKS GOLF COURSE RATES

A Motion was made by Trustee M. Martin, supported by Trustee Eldridge to Approve the Request of Justin Blair, Director of Golf for Approval of the 2016 Green Oaks Golf Course Rates and to include what was updated during the work session (see attached).

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The motion carried unanimously.

5. 1ST READING OF RESOLUTION 2016-03, PROPOSED ORDINANCE 2016-458, AMENDING THE CODE OF ORDINANCES CHAPTER 66 ENTITLED VEGETATION

A Motion was made by Clerk Lovejoy Roe, supported by Trustee M. Martin to Approve the 1st Reading of Resolution 2016-03, Proposed Ordinance 2016-458, Amending the Code of Ordinances Chapter 66 Entitled Vegetation (see attached).

The motion carried as follows:

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

6. 1ST READING OF RESOLUTION 2016-07, PROPOSED ORDINANCE 2016-461, AMENDING THE CODE OF ORDINANCES CHAPTER 48 ENTITLED VACANT PROPERTIES

A Motion was made by Lovejoy Roe, supported by Trustee M. Martin to Approve the 1st Reading of Resolution 2016-07, Proposed Ordinance 2016-461, Amending the Code of Ordinances Chapter 48 Entitled Vacant Properties (see attached).

The motion carried as follows:

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

7. 1ST READING OF RESOLUTION 2016-08, PROPOSED ORDINANCE 2016-460, AMENDING THE CODE OF ORDINANCES CHAPTER 26 ENTITLED BLIGHT

The Motion was made by Lovejoy Roe, supported by Trustee M. Martin to Approve the 1st Reading of Resolution 2016-08, Proposed Ordinance 2016-460, Amending the Code of Ordinances Chapter 26 Entitled Blight (see attached).

The motion carried as follows:

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

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- 8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 2169 WASHTENAW AVE. AND 1005 EMERICK ST. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A Motion was made by Treasurer Doe, supported by Lovejoy Roe to Approve the Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 2169 Washtenaw Ave. and 1005 Emerick St. in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

- 9. REQUEST TO APPOINT BRENDA CRAVEN AS ALTERNATE TO BOARD OF REVIEW**

A Motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request to Appoint Brenda Craven as Alternate to Board of Review.

The motion carried unanimously.

- 10. REQUEST TO CANCEL MAY 3, 2016 BOARD OF TRUSTEES MEETING DUE TO COUNTY WIDE SPECIAL ELECTION**

A Motion was made by Treasurer Doe, supported by Trustee S. Martin to Approve the Request to Cancel May 3, 2016 Board of Trustees Meeting Due to County Wide Special Election.

The motion carried unanimously.

OTHER BUSINESS

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Settlement Agreement with Firefighter Jamie James as Discussed in the Closed Session.

The motion carried unanimously.

AUTHORIZATION AND BIDS

- 1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK REQUEST FOR PROPOSALS TO REPLACE APPROXIMATELY FIVE (5) PRINTERS IN THE TOWSHIPS PRINTER FLEET**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Travis McDugald, IS Manager to Seek Request for Proposals to Replace Approximately Five (5) Printers in the Townships Printer Fleet

The motion carried unanimously.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 7:21 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #2**

February 2, 2016

206 - FIRE FUND

Total Increase \$154,730.00

Increase budget for payouts of accumulated compensation and vacation time for 2 firefighters who are retiring and leaving our service. And for payouts of accumulated compensation, banked hours, and vacation time for 1 firefighter who is retiring and entering the Drop program. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$44,320.00
		Net Revenues	<u><u>\$44,320.00</u></u>
Expenditures:	Salaries Pay Our Retirees	206-206-000-708.005	\$44,320.00
		Net Expenditures	<u><u>\$44,320.00</u></u>

Increase budget for payouts of accumulated sick time for 2 firefighters who are retiring and leaving our service. The accumulated sick payouts for the retired firefighters will be paid out at 100% over 26 pay periods. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$110,410.00
		Net Revenues	<u><u>\$110,410.00</u></u>
Expenditures:	Retiree Time Payouts	206-206-000-708.008	\$110,410.00
		Net Expenditures	<u><u>\$110,410.00</u></u>

225 - ENVIRONMENTAL CLEANUP FUND

Total Increase \$7,000.00

Increase budget to allow for a transfer to the Hydro Station Fund. This is for Professional Services for general consultation regarding Tyler Dam which is needed in anticipation of a large State required repair to the dam. The Tyler dam can not use Hydro funds. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	225-000-000-699.000	\$7,000.00
		Net Revenues	<u><u>\$7,000.00</u></u>
Expenditures:	Transfer to Hydro Station	225-225-000-968.252	\$7,000.00
		Net Expenditures	<u><u>\$7,000.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #2**

February 2, 2016

252 - HYDRO STATION FUND

Total Increase \$7,000.00

Increase budget for Professional Services for general consultation regarding Tyler Dam. This service is needed in anticipation of a large State required repair to the dam. The Tyler dam can not use Hydro funds, therefore it has been recommended to transfer funds from the Environmental Cleanup Fund. This will be funded by a transfer of funds from the Environmental Cleanup Fund.

Revenues:	Transfer In: Environmental Cleanup	252-000-000-697.007	\$7,000.00
		Net Revenues	<u><u>\$7,000.00</u></u>
Expenditures:	Professional Ser - Other Dams	252-252-000-801.250	\$7,000.00
		Net Expenditures	<u><u>\$7,000.00</u></u>

584 - GOLF COURSE FUND

Total Increase \$1,615.00

Increase budget of wages by \$1,500 and FICA by \$115 for the compensation/benefit package provided to Justin Blair upon being hired. The package stated that he would receive an additional \$1,500 increase following the 2015 Golf Season if he exceeded an increase of 15% in revenues. Justin has succeeded with a percentage increase of 19.24%. The Golf revenues for 2014 was \$504,230 and for 2015 was \$601,252. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	584-000-000-699.000	\$1,615.00
		Net Revenues	<u><u>\$1,615.00</u></u>
Expenditures:	Salaries - Pro Shop Director	584-584-000-702.002	\$1,500.00
	FICA	584-584-000-715.000	\$115.00
		Net Expenditures	<u><u>\$1,615.00</u></u>

Motion to Amend the 2016 Budget (#2):

Move to increase the Fire Fund budget by \$154,730 to \$5,169,545 and approve the department line item changes as outlined.

Move to increase the Environmental Clean-Up Fund budget by \$7,000 to \$7,000 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$7,000 to \$491,112 and approve the department line item changes as outlined.

Move to increase the Golf Course Fund budget by \$1,615 to \$648,586 and approve the department line item changes as outlined.



AGREEMENT FOR SERVICES

Parties to this Agreement: The parties to this Services Agreement (hereinafter referred to as “the Agreement”) are Charter Township of Ypsilanti, (hereinafter referred as the “Participating Organization”) and International Data Base Corp., doing business under the trade name Interactive Procurement Technologies by BidNet, a legally incorporated body having its principal place of business at 15 British American Blvd, Latham, NY 12110 (hereinafter referred to as “IPT”).

RECITALS:

WHEREAS the Participating Organization is in need of web-based solicitation and bidding services, including maintenance and support services;

WHEREAS under the Agreement, IPT has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services for the Michigan Inter-governmental Trade Network (hereinafter referred to as “MITN”)

WHEREAS the Participating Organization wishes to join MITN and benefit from the services provided by IPT;

THE PARTIES AGREE:

1. Description of Services:

- 1.1. System Membership: The Participating Organization has agreed to join MITN. It is understood that IPT will provide the Participating Organization with access to MITN.
- 1.2. Promotion of System Name: To avoid confusion with the Participating Organization staff and supplier community, the Participating Organization agrees that any endorsement or advertising it may do internally or externally, will promote MITN.

2. **Term of Agreement:** This Agreement shall become effective on the date of execution for an initial term of thirty-six (36) months (the “Initial Term”). The Initial Term of this Agreement may be extended in one-year increments, without notice unless terminated by either party.

3. Payment for Services:

3.1 Participating Organization Fees:

- 3.1.1. Subscription Fees: There will be no subscription fees incurred by the Participating Organization under this Agreement.
- 3.1.2. Mailing Fees: IPT will send an invoice to the Participating Organization for reimbursement of postage fees incurred to produce the mailing to suppliers for new members.

- 3.1.3. **Programming Fees:** The Participating Organization agrees to use MITN on an “as is” basis. Any customized work to the system requested by the Participating Organization shall be made available on a time and material basis.
- 3.1.4. **Surplus Auction Fees:** Should the Participating Organization choose to use the Surplus Auctions program to sell unwanted goods and equipment, a 5% commission will be paid to IPT for items sold.

3.2 Supplier Registration Fees:

- 3.2.1. **Basic Service:** This option gives suppliers access to search for documents of interest for all Participating Organizations actively using MITN at no charge, but requires them to remember to login frequently to ensure they catch opportunities before they close. This includes bids, addendums and awards.
 - 3.2.2. **Optional Value Added Service:** Suppliers that choose to register for the value added service option will be charged a nominal annual subscription fee. This includes notification from all Participating Organizations when bids, addendums and awards are posted on MITN that matches their profile. The fee for the optional service is \$89.95 for one year or \$149.95 for two years.
 - 3.2.3. In the event of a price decline, contract renewal or should IPT at any time, during the life of this agreement, sell the same service(s) at prices below those stated herein, IPT will immediately extend such lower prices to the MITN membership. Exclusions include; current systems pricing and previous contractual obligations.
- 4. **Termination:** This Agreement may be terminated by either party upon sixty (60) days notice. Notice shall be in writing, sent by certified mail, return receipt requested.
 - 5. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties and the parties agree that there are no other understandings, representations or warranties, either expressed or implied, whether written or oral, made by either party, except as stated within this Agreement.
 - 6. **Amendments:** No alteration of this Agreement shall be valid unless made in writing and signed by the parties and no oral understanding or agreements not incorporated herein shall be binding on the parties.
 - 7. **Governing Law:** This Agreement shall be governed by the laws of the State of Michigan.
 - 8. **Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
 - 9. **Work Product Ownership:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by IPT in connection of this Agreement, will be the exclusive property of IPT. The Participating Organization supplier database is not subject to this work product ownership provision and remains the property of the Participating Organizations and upon written notice IPT will transmit the database to the Participating Organizations in an ODBC compliant format within twenty (20) business days.
 - 10. **Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access to MITN. Sharing of usernames and passwords is strictly prohibited.

- 11. Warranty:** IPT shall provide its services and meet its obligations under this Agreement in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to IPT on similar projects.
- 12. Signatures:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
- 13. Liability and Indemnity:** IPT agrees to protect, defend, reimburse, indemnify and hold each MITN member, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or any claims based on a contention with the MITN system or any infringes on patents, copyrights or intellectual property or in the performance, non performance or purported performance of the work or services or breach of the terms hereof, except when a MITN member is solely at fault.

The parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written under the Participating Organization below.

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

**Interactive Procurement Technologies by
 BidNet[®], a division of
 INTERNATIONAL DATA BASE CORP.**

Name: Brenda L. Stumbo / Kara Lovejoy Roe

Name: Dan Ansell

Title: Supervisor Clerk

Title: Vice President

Date: Feb. 3, 2016

Date:

Signature: Brenda L. Stumbo / Kara Lovejoy Roe
 Clerk

Signature:



MASTER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective _____ (the "Agreement Date") by and between:

"CLIENT"

Name: CHARTER TOWNSHIP OF YPSILANTI
Address: 7200 South Huron River Drive, Ypsilanti, Michigan 48197
Phone: (734) 544-3691 Fax: 734-544-3626
Representative: Michael Saranen, Hydro Operations

"STANTEC"

Name: STANTEC CONSULTING SERVICES INC.
Address: 3754 Rancho Drive, Ann Arbor, Michigan 48108
Phone: 734-214-2525 Fax: 734-761-12000
Representative: Paul J. Malocha, Senior Project Engineer

WHEREAS this MASTER SERVICES AGREEMENT ("AGREEMENT") is between STANTEC CONSULTING SERVICES INC. ("STANTEC") and CHARTER TOWNSHIP OF YPSILANTI ("CLIENT") for Services to be provided by STANTEC on projects as described in the Individual Task Order Issued pursuant to this AGREEMENT (which sections are incorporated into this AGREEMENT).

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, It is hereby agreed as follows:

The scope of STANTEC's services ("SERVICES") will be set forth in Individual Task Orders, which are incorporated into this AGREEMENT. All work authorized by a Task Order issued pursuant to this AGREEMENT shall be completed in accordance with, and subject to, the Terms and Conditions set forth herein, on pages 2 through 6.

STANTEC's Fee for the SERVICES will be set forth in the Individual Task Orders which are incorporated into this AGREEMENT.

The Parties, Intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

CHARTER TOWNSHIP OF YPSILANTI

STANTEC CONSULTING SERVICES INC.

Brenda L. Stumbo, Supervisor
Print Name and Title 2.3.16

Print Name and Title

Per: [Signature]

Per: _____

Karen Lovejoy Roe, Clerk
Print Name and Title 2.3.16

Print Name and Title

Per: [Signature]

Per: _____

DESCRIPTION OF WORK: STANTEC shall render the services described in each Task Order (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in each Task Order, or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by ~~30~~ 60 days at the lesser of 1.5% per month (18% per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided on the Task Order a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with each PROJECT described in a Task Order, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

STANTEC'S RESPONSIBILITIES: STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this MASTER SERVICE AGREEMENT or an Individual Task Order without cause upon thirty (30) days' notice in writing. If either party breaches this MASTER SERVICE AGREEMENT or an Individual Task Order, the non-defaulting party may terminate this MASTER SERVICE AGREEMENT and/or an Individual Task Order after giving seven (7) days' notice to remedy the breach. On termination of this MASTER SERVICE AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this MASTER SERVICE AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

SUSPENSION OF SERVICES: If the SERVICES from an Individual Task Order are suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, ~~upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs.~~ In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the SERVICES from an Individual Task Order are suspended for more than ninety (90) days, STANTEC may, at its option, terminate the Task Order upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in an Individual Task Order, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in a particular Task Order. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under an Individual Task Order or arising from the performance or non-performance of the SERVICES called for by a specific Individual Task Order under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC ~~_____ pursuant to that Individual Task Order or~~ \$500,000 or \$250,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT or any Task Order, any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT or any Task Order shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers,

directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by STANTEC or on behalf of STANTEC in connection with an Individual Task Order are instruments of service for the execution of the PROJECT. ~~STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC.~~ These documents may not be used for any other purpose without the prior written agreement of STANTEC, ~~which will not be unreasonably withheld.~~ The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTEC, ~~which will not be unreasonably withheld.~~ In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the SERVICES is intended for the sole use of CLIENT. The documents may not be relied upon by any other party without the express written consent of STANTEC, ~~which may be withheld at STANTEC's discretion.~~ Any such consent will provide no greater rights to the third party than those held by the CLIENT under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

PROJECT PROMOTION: Where the CLIENT has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the CLIENT agrees to include STANTEC in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT or any Individual Task Order caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW; NONDISCRIMINATION: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. STANTEC shall observe and comply with all applicable laws, provide equal employment opportunity to all qualified persons and recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

STANTEC shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

STANTEC shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT or an Individual Task Order by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a

dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments and Task Orders referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments, Task Orders and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.



2016 Green Oaks Golf Course Rates

Resident Rates		9 Holes	18Holes
Weekdays		14.00	20.00
Weekends		15.00	22.00
Retirees 60+	(Weekdays only)	10.00	12.00
Carts		5.00	10.00
Leagues	(per week)	16.00	(Includes Cart)

Non-Resident Rates		9 Holes	18 Holes
Weekdays		15.00	22.00
Weekends		17.00	24.00
Retirees	(weekdays only)	11.00	12.00
Carts		5.00	10.00

Resident Rates – Season Pass

Full 7 Days		800.00
Spouse		225.00
Full 5 Days	(weekdays only)	500.00
Add cart privileges		500.00

Non-Resident Rates – Season Pass

Full 7 Days	1000.00
Spouse	355.00
Full 5 days (weekdays only)	690.00
Add cart privileges	600.00



CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2016-03

(In Reference to Ordinance 2016-458)

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

Whereas, the Charter Township of Ypsilanti (“Township”) Ordinance 66-31 requires publication in a newspaper during the month of April notifying owners to maintain grass, weeds and other vegetation to a maximum height of less than seven inches (7”); and

Whereas, Ordinance 66-31 establishes an annual deadline of Memorial Day for property owners to cut grass and other vegetation to a height of less than seven inches (7”); and

Whereas, the Township Ordinance 66-32 authorized the Commissioner to enforce the vegetation Ordinance by authorizing an agent to cut grass or noxious weeds of seven inches (7”) or more and charge the property owner with the costs of the mowing plus a 15% administrative fee; and

Whereas, the Township’s Office of Community Standards’ records show that the 15% administrative fee does not cover the actual administrative costs sustained by the Township in processing mowing complaints, mowing inspections, written reports, coordination with contract mowers and billing notices; and

Whereas, amending the Ordinance to permit newspaper publication of the annual mowing notice in April will provide the Township with an additional month to prepare such notices for newspaper publication; and

Whereas, amending the Ordinance to provide that the administrative costs assessed against property owners will be determined by resolution of the Township Board will enable the Township to set an annual administrative fee rate which is directly based on the actual administrative costs sustained by the Township in monitoring and enforcing the seven inch (7”) vegetation limit.

Now therefore, be it resolved that Ordinance 2016-458 is hereby adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI
PROPOSED ORDINANCE NO. 2016-458

AMENDING 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:

Delete: *In its entirety, Section 66-31 entitled Grass and weeds* and

Delete: *In its entirety, Section 66-32 entitled Enforcement.*

Add: *The following new provisions to Chapter 66 Vegetation:*

Sec. 66-31. - Grass and weeds.

It shall be the duty of all owners of any residential, developed, subdivided or landscaped areas, including vacant properties that adjoin such areas, to cut or destroy any grass, noxious weeds or other vegetation found growing on such land before it reaches 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~~ **April** indicating that if grass, weeds and other vegetation are not cut or destroyed by ~~June 4~~ **Memorial Day** and thereafter maintained according to these standards during the growing season, they may be cut or removed by the township and the costs charged against the property as described in section 66-32.

Sec. 66-32. - Enforcement.

If private property or a lawn extension is not maintained as required by this article, the commissioner may have the work done to bring the property or lawn extension into compliance. The notice provided for enforcement of sections other than section 66-31 shall be sent to the address of the owner as shown on the assessor's records at least five days prior to commencing the work. If an immediate hazard to public safety occurs, no prior notice shall be necessary. The actual costs of the work needed to bring property or a lawn extension into compliance, ~~together with an additional 15 percent of that cost,~~ **with an administrative fee as determined by resolution of the Township Board,** shall be billed to the owner. If this amount is not paid within 45 days, it shall be a special assessment against the property as provided in this Code. The supervisor shall add such expense to the tax roll on such lands, and such shall become a lien against such lands and be enforced in the same manner as provided by the laws of the state for general property taxes.

Severability

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

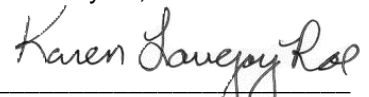
Effective Date and Repeal of Conflicting Ordinances

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

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

Secs. 66.34 – 66.60 - Reserved

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2016-458 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on February 2, 2016. The second reading is scheduled to be heard on February 16, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2016 – 07
(In Reference to Ordinance 2016-461)

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

Whereas, the Township Board's intent in adopting the Vacant Property Ordinance was to include vacant property that is offered for sale; and

Whereas, the definition of vacant property has been construed to exempt vacant property that is offered for sale; and

Whereas, Ordinance 2016-461 amends the definition of vacant property to specifically include vacant property offered for sale as property which is within the meaning of the term vacant property and subject to the requirements of the Vacant Property Ordinance Section 48-81 et. seq.

Now Therefore,

Be it resolved, that Ordinance No. 2016-461 is hereby adopted by reference.

**CHARTER TOWNSHIP OF YPSILANTI
PROPOSED ORDINANCE NO. 2016-461**

*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 Chapter 48 entitled Property Maintenance Section 48-82 "Definitions" is amended as follows:

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. Property which is unoccupied in excess of 30 days and offered for sale constitutes vacant property and is not exempt from the requirements of this article, or property that is not intended by the owner to be left vacant.

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 approval of the first reading of Proposed Ordinance No. 2016-461 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on February 2, 2016. The second reading is scheduled to be heard on February 16, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2016-08

(In Reference to Ordinance 2016-460)

*Amending the Charter Township of Ypsilanti
Code of Ordinances, Chapter 26 Regarding Blight*

Whereas, the Charter Township of Ypsilanti Ordinance No. 2016-460 amends section 26-28 of the Charter Township of Ypsilanti Code; and

Whereas, the amendment prohibits the outdoor storage of building materials within a fenced area unless a valid building permit for the site is issued by the Township; and

Whereas, the outdoor storage of building materials for unlimited amounts of time in a non-construction site is unsightly and detracts from the overall appearance of the property and properties nearby; and

Whereas, the outdoor storage of building materials in non-construction sites is contrary to the goals of maintaining a clean and attractive community.

Now therefore, be it resolved, that the Charter Township of Ypsilanti Board of Trustees hereby adopts Ordinance 2016-460.

Charter Township of Ypsilanti Proposed Ordinance No. 2016-460

An Ordinance to amend Chapter 26 Article II of the Ypsilanti Charter Township Code of Ordinances Regarding Blight

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

Article II of Chapter 26 entitled Environment, Section 26-28 "Blight" is amended as follows:

Sec. 26-28. - Causes of blight or blighting factors enumerated.

It is hereby determined that the following uses, structures and activities are causes of blight or blighting factors which, if allowed to exist, will tend to result in blight and undesirable neighborhoods:

- (1) The storage on any property of building materials, unless there is in force a valid building permit issued by the township for construction upon such property and such materials are intended for use in connection with such construction ~~or unless the building materials are enclosed within an obscuring fence or wall of a minimum height of six feet~~ or unless the storage of building materials is otherwise permitted as a principal or accessory use under township Ordinance No. 74 (Appendix A of this Code). Building materials shall include, but shall not be limited to, lumber, bricks, concrete or cinder blocks, plumbing materials, electrical wiring or equipment, heating ducts or equipment, shingles, mortar, concrete or cement, nails, screws, or any other materials used in constructing any structure.
- (2) The storage or accumulation of litter, junk, trash, rubbish, refuse, waste materials, garbage, offal, paper, glass, cans, bottles, debris or other foreign substances of every kind and description, except as such may be stored as provided under the rules and regulations of this Code. The term "junk" shall include parts of machinery or motor vehicles; unused appliances stored in the open; and remnants of wood, metal or any other cast-off materials of any kind, whether or not the same could be put to any reasonable use.
- (3) The existence of any structure or part of such structure which, because of fire, wind or other natural disaster or physical deterioration, is no longer habitable as a dwelling, nor useful for any other purpose for which it may have been intended or lawfully used.
- (4) The existence of any vacant dwelling, garage or other accessory building, unless the same is securely locked, with windows intact or neatly boarded up, and otherwise protected to prevent entrance thereto by unauthorized persons.
- (5) The existence of any partially completed structure, unless such structure is in the course of construction in accordance with a valid and subsisting building permit issued by the township and unless such construction is completed within the time specified by existing ordinances.
- (6) The parking, storage or placing upon any public right-of-way, public property or private property within the township of any truck, road tractor, semitrailer, poletrailer, bus, or trailer coach for a period in excess of 48 hours, unless the same is wholly contained in a fully enclosed building.

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 approval of the first reading of Proposed Ordinance No. 2016-460 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on February 2, 2016. The second reading is scheduled to be heard on February 16, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti