

# **CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES**

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**BRENDA L. STUMBO**

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**JEAN HALL CURRIE**

**STAN ELDRIDGE**

**MIKE MARTIN**

**SCOTT MARTIN**

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**February 16, 2016**

**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

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

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### Memorandum

**To:** Board of Trustees  
**From:** Joe Lawson, Planning Director  
**Date:** February 8, 2016  
**Re:** 2015 Planning Commission Annual Report

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Pursuant to Section 19(2) of the Michigan Planning Enabling Act, PA 33 of 2008, the Township Planning Commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.

That being said, please find attached a copy of the 2015 Annual Report approved by the Commission during their January 26, 2016 regular meeting.

No action is required of the Board in relation to this report. The report is merely for informational purposes but should any Board member have a question in relation to this report, I am happy to provide any additional information or to answer any questions that may arise.

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

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### **Planning Commission Annual Report Calendar Year 2015**

Pursuant to Section 19(2) of the Michigan Planning Enabling Act, PA 33 of 2008, the Township Planning Commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.

The following information has been compiled as a summary of items presented to and acted upon by the Planning Commission.

**Action Items:** Overall, the Commission held 13 meetings and considered 38 action items in 2015, down 1 from 2014. Included within this report is a breakdown of each meeting by date, applicant, action requested and action taken.

**Rezoning:** In 2015, the Commission was requested to consider 4 applications for rezoning. Two applications were requested by staff in order to amend the zoning designation of two former mobile home parks currently under Township ownership. These parcels were successfully rezoned from MHP to B-3, general business.

The third rezoning stemmed from the request of the Yankee Air Museum requesting a rezoning from I-C, Industrial Commercial to PD, Planned Development to permit the establishment of the new Yankee Air Museum within a portion of the Former Willow Run Bomber Plant.

The fourth and final request came from Sensitile. The request was made by the property owner to amend the zoning from B-3/RM2 to IRO, industrial research and office to permit the expansion of the existing Sensitile facility.

**Upcoming items:** 2016 is already shaping up to be a very busy year. With the recently announced purchase of the former Willow Run Bomber Plant for the establishment of a national testing and certification facility for autonomous and connected vehicles. In addition, staff has been contacted by a number of developers looking to construct a number of facilities within the Township ranging from multi-family residential to industrial. The 2016 construction season will also be busy with a number of projects approved in 2015 that will be commencing construction this spring. Things are certainly looking up and I look forward to working with the Commission in making our community the place to be.

2015 Planning Commission Report  
 January 26, 2016

2015 Planning Commission Attendance Report																		
	January 27	February 25	March 25	April 14 - Special	April 28	May 26	June 23	July 28	August 25	September 1 - Special	September 23	October 27	November 24	December 16	Meetings Attended	Meetings Absent	Total Meetings	Attendance Percentage
Stan Eldridge	P	P	A	P	P	P	NM	P	P	P	P	P	P	P	12	1	13	92%
Laurence Krieg	P	A	P	P	P	P	NM	P	P	A	P	P	P	P	11	2	13	85%
Gloria Peterson	A	P	P	P	P	P	NM	P	P	P	P	P	P	A	11	2	13	85%
John Reiser	P	P	P	P	P	A	NM	P	P	P	P	P	P	P	12	1	13	92%
Sally Richie	P	P	A	P	A	P	NM	P	P	P	P	P	A	A	9	4	13	69%
Bill Sinkule	P	P	P	P	P	P	NM	P	P	A	P	P	P	P	12	1	13	92%
Ralph Walls	P	P	P	A	P	P	NM	A	P	A	A	A	A	A	6	7	13	46%

NM = No Meeting  
 P = Present  
 A = Absent



2015 Planning Commission Report  
 January 26, 2016

2015 Planning Commission Action Summary				
DATE	APPLICANT	PROPOSED LOCATION	REQUEST	OUTCOME/ACTION
January 27, 2015	Goodman Networks	7200 S. Huron River Drive	SCU Approval - Cell Tower	Removed per Applicant's Request
	Staff		Sign Ordinance Amendment	Recommendation to Approve
	Staff		2014 Planning Commission Report Approval	Approved
	Yankee Air Museum	1 Liberator Way	Set Public Hearing - PD Stage I & Rezoning	Public Hearing Set for February 24, 2015
	Shane & Holly Elwart	5780 Merritt Road	Set Public Hearing - SCU Daycare Center	Public Hearing Set for February 24, 2015
February 24, 2015	Yankee Air Museum	1 Liberator Way	Public Hearing - PD Stage I & Rezoning	No Action Taken
	Stella's Place LLC	435 Joe Hall Drive	Tabled Item - SCU MMMA Nursery & Dispensary	Application Withdrawn by Applicant
	Shane & Holly Elwart	5780 Merritt Road	Reschedule Public Hearing - SCU Daycare Center	Public Hearing Set for March 24, 2015
	Sensitile	1735 Holmes Road	Schedule Public Hearing - Rezoning Petition	Public Hearing Set for March 24, 2015
March 24, 2015	Sensitile	1735 Holmes Road	PH - Rezoning from B-3 & RM2 to IRO	Recommended approval to Board
	Shane & Holly Elwart	5780 Merritt Road	PH - SCU Daycare Center	Denied
	Buffalo Wild Wings	216 James L Hart Pkwy	Preliminary Site Plan - Parking lot expansion	Approved w/conditions
	Yankee Air Museum	1 Liberator Way	PD Stage I & Rezoning	Recommended approval to Board
	Hidaya Mosque	Vac - Ellsworth Road	Set Public Hearing - SCU & Prelim Site Plan	Public Hearing Scheduled for April 28, 2015
	Blue Majestic LLC	Tuttle Hill Road	Set Public Hearing - PD I & Rezoning	Public Hearing Scheduled for April 14, 2015
April 14, 2015	Blue Majestic LLC	Tuttle Hill Road	Public Hearing - PD Stage I & Rezoning	No Action Taken
April 28, 2015	Hidaya Mosque	Vac - Ellsworth Road	Public Hearing - SCU & Preliminary Site Plan	No Action Taken
	Blue Majestic LLC	Tuttle Hill Road	PD Stage I & Rezoning Request	Recommended Denial to the Board
May 26, 2015	Uwaifo Osaigbovo	6520 Hitchingham Road	Variance - House Placement per section 403j	Approved
June 23, 2015	No Meeting			
July 28, 2015	Dairy Queent	1801 Washtenaw	SCU Approval - DriveThru	Approved w/conditions
	Staff	Kingsley MHP	Set Public Hearing - Rezoning	Public Hearing Set for August 25, 2015
	Staff	Ypsi Mobile Village	Set Public Hearing - Rezoning	Public Hearing Set for August 25, 2015
	Staff	9075 S HRD	Set Public Hearing - Conversion	Public Hearing Set for August 25, 2015
August 25, 2015	Erma Walden	1315 W. Michigan Ave	Public Hearing - Class 'A' Designation	Approved w/conditions
	Marsha Murphy	1203 Fall River	Public Hearing - Group Daycare Home	No Action Taken
	Staff	Kingsley MHP	Public Hearing - Rezoning from MHP to B3	Recommended Approval
	Staff	Ypsi Mobile Village	Public Hearing - Rezoning from MHP to B3	Recommended Approval
September 1, 2015	InSite Real Estate	2985 Washtenaw	Preliminary Site Plan - Fresh Thyme	Approved w/conditions
	Sensitile Systems	1735 Holmes Road	Set Public Hearing - SCU	PH Set for September 22, 2015
September 22, 2015	Sensitile Systems	1735 Holmes Road	Public Hearing & Preliminary Site Plan	Tabled to October Meeting Date
	Lubna Atwayh	2506 Burns	Set Public Hearing - Group Daycare Home	Public Hearing Scheduled for Oct 27, 2015
October 27, 2015	Lubna Atwah	2506 Burns	Public Hearing - Group Daycare Home	Applicant withdrew after PH
	Sensitile Systems	1735 Holmes Road	SCU & Preliminary Site Plan	Approved w/conditions
November 24, 2015	VMAX USA	1879 W. Michigan Ave	Public Hearing - SCU & Preliminary Site Plan	Approved w/conditions
	Burning Bush	770 James L. Hart Pkwy	PD Stage II Site Plan Extension (12 months)	Recommend Approval to Board of Trustee
	Staff		Approval of the 2016 PC Meeting Dates	Approved as presented
December 16, 2015	Juniper Development	2169 Washtenaw	Preliminary Site Plan Approval	Approved w/conditions

# **DEPARTMENTAL REPORTS**

14-B District Court

Revenue Report for January 2016

**General Account**

Account Number  
**Due to Washtenaw County**  
(101-000-000-214.222) **\$4,344.00**

**Due to State Treasurer**

Civil Filing Fee Fund (MCL 600.171): \$16,975.00  
State Court Fund (MCL 600.8371): \$1,330.00  
Justice System Fund (MCL 600.181): \$23,220.76  
Juror Compensation Reimbursement Fund:  
    Civil Jury Demand Fee (MCL 600.8371): \$10.00  
    Drivers License Clearance Fees (MCL 257.321a): \$1,560.00  
Crime Victims Rights Fund (MCL 780.905): \$5,773.50  
Judgment Fee (Dept. of Natural Resources): \$0.00  
**Due to Secretary of State**  
(101-000-000-206.136) \$1,560.00

Total: **\$50,429.26**

**Due to Ypsilanti Township**

Court Costs (101-000-000-602.136): \$45,341.00  
Civil Fees (101-000-000-603.136): \$17,245.00  
Probation Fees (101-000-000-604.000): \$7,023.20  
Ordinance Fines (101-000-000-605.001): \$51,415.32  
Bond Forfeitures (101-000-000-605.003): \$1,250.00  
Interest Earned (101-000-000-605.004): \$0.00  
State Aid-Caseflow Assistance (101-000-602.544): \$0.00  
Expense Write-Off: \$0.00  
Bank Charges (Expense - 101.136.000.957.000): (\$596.50)

Total: **\$121,678.02**

**Total to General Account - (101.000.000.004.136): \$176,451.28**

**Escrow Account**

(101-000-000-205.136)

Court Ordered Escrow: \$1,050.00  
Garnishment Proceeds: \$0.00  
Bonds: \$20,120.00  
Restitution: \$2,080.45

**Total to Escrow Account - (101.000.000.205.136): \$23,250.45**

14-B District Court

Monthly Disbursements

January 2016

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

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

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

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

All other revenues are transferred to the Ypsilanti Township Treasurer.

**January 2016 Disbursements:**

Washtenaw County:	\$ 4,344.00
State of Michigan:	\$ 50,429.26
Ypsilanti Township Treasurer:	\$121,678.02

TOTAL: \$176,451.28

		Year to Date	
	Prior Year Comparison		
Month	Revenue	Revenue	
	2015	2015	
<b>January</b>	\$101,726.02	\$ 121,678.02	
February	\$127,974.93		
March	\$119,020.09		
April	\$119,225.82		
May	\$90,046.85		
June	\$87,731.39		
July	\$103,821.60		
August	\$110,392.69		
September	\$124,547.06		
October	\$112,911.89		
November	\$91,790.74		
December	\$108,226.82		
Grant:	\$41,250.00	\$ 82,500.00	
Standardization			
Payment:	\$45,724.00	\$ 45,724.00	
Year-to Date			
<b>Totals:</b>	\$1,384,389.90	\$ 249,902.02	
<b>Expenditure</b>			
<b>Budget:</b>	\$1,328,089.00	\$ 1,443,321.00	
<b>Difference:</b>	\$56,300.90	\$ (1,328,089.00)	

**YPSILANTI TOWNSHIP FIRE DEPARTMENT**  
**MONTHLY REPORT**

**DECEMBER 2015**

Fire Department staffing levels are as follows:

1 Fire Chief

3 Shift Captains

20 Fire Fighters

3 Shift Lieutenants

1 Clerk III / Staff Support

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 358 requests for assistance. Of those requests, 243 were medical emergency service calls, with the remaining 115 incidents classified as non-medical and/or fire related.

Department activities for the month of December, 2015:

- 1) The Public Education Department participated in the following events:
  - a) Smoke Alarms: 571 Greenlawn (2) & 586 Greenlawn (1)
  - b) Car Seat fittings for U of M Buckle Up program
  
- 2) Fire fighters attended 2 neighborhood watch meetings
  
- 3) Fire fighters received training in the following areas:
  - a) Washtenaw County Tech Rescue Team
  - b) Fire Critique with City of Ypsilanti & Superior Township Fire Departments
  - c) Incident Command System
  - d) Water Rescue

The Fire Chief attended these meetings / events for the month of December, 2015:

- 1) WAMAA Grant committee meeting
- 2) 800 MHz committee meeting
- 3) HVA Fire Dispatch meeting
- 4) Suppression System inspection for Ollie's
- 5) HVA Operations Liason meeting
- 6) Meeting with Township Attorney Winters
- 7) Development Team Plan Review Protocol meeting
- 8) Follow-up inspection for Ellsworth Taco Bell
- 9) Southeast MI Fire Chiefs meeting
- 10) 800 MHz millage election committee meeting
- 11) Civil Service Board meeting
- 12) Signal Restoration meeting
- 13) 2 meetings with Human Resources & Attorney John Hancock
- 14) Officers meeting
- 15) Received smoke detectors for Fire Prevention program
- 16) Fire Investigations: 2675 Bluewater, 7251 McKean, & 3 for 1343 Jeff

There was 0 injuries and 0 deaths reported this month for civilians.

There was 0 injuries and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at **\$832,500.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 12/04/2015	9749 Textile	\$ 0.00 (special outside)
2) 12/05/2015	203 Arnett	\$ 0.00 (Mutual Aid – Ypsi City)
3) 12/08/2015	7740 Bunton	\$ 0.00 (cooking / oven)
4) 12/09/2015	330 Chidester	\$ 0.00 (Mutual Aid – Ypsi City)
5) 12/13/2015	2675 Bluewater	\$ 250,000.00 (building)
6) 12/13/2015	2669 Bluewater – exp #1	\$ 70,000.00 (building)
7) 12/13/2015	2683 Bluewater – exp #2	\$ 5,000.00 (building)
8) 12/14/2015	159 Russell Court	\$ 0.00 (trash / rubbish)
9) 12/15/2015	549 First	\$ 0.00 (Mutual Aid – Ypsi City)
10) 12/18/2015	7251 McKean	\$ 400,000.00 (building)
11) 12/18/2015	1327 Jeff	\$ 75,000.00 (building)
12) 12/19/2015	14 Normal	\$ 0.00 (Mutual Aid – Ypsi City)
13) 12/19/2015	7251 McKean (rekindle)	\$ 0.00 (vehicle)
14) 12/26/2015	5030 Bosuns Way	\$ 2,500.00 (building / cooking)
15) 12/27/2015	795 Rosewood #5	\$ 30,000.00 (building)
16) 12/29/2015	576 Montreal	\$ 0.00 (mobile property – vehicle)

Respectfully submitted,

Rhonda Bates, Clerical Support Staff  
Charter Township of Ypsilanti Fire Department

Attachment: Fire House Incident Type Report (Summary) 12/01/2015 – 12/31/2015



**Ypsilanti Township Fire Department**

**Incident Type Report (Summary)**

**Alarm Date Between {12/01/15} And {12/31/15}**

<b>Incident Type</b>	<b>Count</b>	<b>Pct of Incidents</b>	<b>Total Est Loss</b>	<b>Pct of Losses</b>
<b>1 Fire</b>				
111 Building fire	11	3.07%	\$832,500	100.00%
113 Cooking fire, confined to container	1	0.28%	\$0	0.00%
118 Trash or rubbish fire, contained	1	0.28%	\$0	0.00%
130 Mobile property (vehicle) fire, Other	1	0.28%	\$0	0.00%
131 Passenger vehicle fire	1	0.28%	\$0	0.00%
160 Special outside fire, Other	1	0.28%	\$0	0.00%
	<b>16</b>	<b>4.47%</b>	<b>\$832,500</b>	<b>100.00%</b>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
300 Rescue, EMS incident, other	31	8.66%	\$0	0.00%
311 Medical assist, assist EMS crew	21	5.87%	\$0	0.00%
320 Emergency medical service, other	10	2.79%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	63	45.53%	\$0	0.00%
322 Motor vehicle accident with injuries	8	2.23%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	10	2.79%	\$0	0.00%
	<b>243</b>	<b>67.88%</b>	<b>\$0</b>	<b>0.00%</b>
<b>4 Hazardous Condition (No Fire)</b>				
412 Gas leak (natural gas or LPG)	1	0.28%	\$0	0.00%
424 Carbon monoxide incident	3	0.84%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	6	1.68%	\$0	0.00%
444 Power line down	2	0.56%	\$0	0.00%
445 Arcing, shorted electrical equipment	3	0.84%	\$0	0.00%
	<b>15</b>	<b>4.19%</b>	<b>\$0</b>	<b>0.00%</b>
<b>5 Service Call</b>				
500 Service Call, other	1	0.28%	\$0	0.00%
510 Person in distress, Other	2	0.56%	\$0	0.00%
5111 Lock-in	2	0.56%	\$0	0.00%
522 Water or steam leak	1	0.28%	\$0	0.00%
531 Smoke or odor removal	1	0.28%	\$0	0.00%
5501 Neighborhood Watch	2	0.56%	\$0	0.00%
551 Assist police or other governmental agency	1	0.28%	\$0	0.00%
552 Police matter	1	0.28%	\$0	0.00%
	<b>11</b>	<b>3.07%</b>	<b>\$0</b>	<b>0.00%</b>
<b>6 Good Intent Call</b>				
600 Good intent call, Other	5	1.40%	\$0	0.00%

**Ypsilanti Township Fire Department**

**Incident Type Report (Summary)**

**Alarm Date Between {12/01/15} And {12/31/15}**

<b>Incident Type</b>	<b>Count</b>	<b>Pct of Incidents</b>	<b>Total Est Loss</b>	<b>Pct of Losses</b>
<b>6 Good Intent Call</b>				
611 Dispatched & cancelled en route	25	6.98%	\$0	0.00%
6111 Canceled on Arrival	17	4.75%	\$0	0.00%
622 No Incident found on arrival at dispatch address	4	1.12%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.28%	\$0	0.00%
	<b>52</b>	<b>14.53%</b>	<b>\$0</b>	<b>0.00%</b>
<b>7 False Alarm &amp; False Call</b>				
700 False alarm or false call, Other	5	1.40%	\$0	0.00%
710 Malicious, mischievous false call, Other	1	0.28%	\$0	0.00%
733 Smoke detector activation due to malfunction	2	0.56%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.28%	\$0	0.00%
736 CO detector activation due to malfunction	2	0.56%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.28%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	5	1.40%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	3	0.84%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.28%	\$0	0.00%
	<b>21</b>	<b>5.87%</b>	<b>\$0</b>	<b>0.00%</b>

**Total Incident Count: 358**

**Total Est Loss:**

**\$832,500**

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

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February 8, 2016

To: Township Board

From: Joe Lawson  
Planning Director

Re: **Planning Division (OCS) January/February 2016**

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Please be advised of the following activities related to the Planning Department for January/February 2016

### **Planning Commission Activity**

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

On January 26, 2016 the Planning Commission held their regular meeting and took action on the following agenda items:

- 2506 Burns – Ms. Lubna Atwah: The Commission held a public hearing to consider the special conditional use permit application of Ms. Lubna Atwah to permit the establishment of a group daycare home, providing care for up to 12 children at the residential property. During the public hearing, many neighborhood residents spoke against the application citing issues of increased traffic, noise and overall safety of the children being cared for at the proposed facility. Staff noted during the hearing that a new shed had constructed without a permit and was further located within the front yard and requested the Commission not approve the application until such time that the shed was permitted and relocated to an appropriate location and that the property owner schedule a code inspection with the Township Building Department. The Commission agreed and table the application to the February meeting date pending relocating the shed and completion and approval of the code inspection.
- 1383 Mesa Drive – Ms. Cindy Yates: The Commission held a public hearing to consider the special conditional use permit application of Ms. Cindy Yates to permit the establishment of a group daycare home, providing care for up to 12 children at the residential property. During the public hearing, similar to the Burns Street public hearing, many neighborhood residents spoke against the application citing issues of increased traffic, noise and overall safety of the

children being cared for at the proposed facility. Staff further noted that the application was not in proper form as the home did not have the required fencing around the outdoor play area as required by local ordinance. After much discussion between the applicant and the commission, the applicant decided it was in her best interest to withdraw the application at this time. It was understood that the applicant could re-apply once all ordinance requirements were met.

- **Smoking Lounge Ordinance:** The Commission held a public hearing to consider a recommendation to the Board of Trustees to add language to section 201 (definitions) and section 1102 (uses permitted subject to special conditions; B-3) of the Township Zoning Code in order to define and regulate the location and operation of State permitted Smoking Lounges by way of a special conditional use within the B-3, general business district. At the conclusion of the public hearing, the Commission passed a motion recommending the ordinance amendment with a small revision changing the separation between two similar uses from 1,500-feet to 2,500-feet. The ordinance will be presented to the Board for first reading during their February 16, 2016 meeting date.

## **Plans in Process**

**Cueter Chrysler Dealership** – Final punch list items are currently being resolved per the Township Engineer’s review. A second final walk through will be conducted in the spring to verify that all required landscaping survived the winter and all soils remain stable.

**Los Amigos** – Staff continues to wait for the submission of the final engineered drawings. Contact was made with the applicant’s engineer in order to prod this project along but as of this date the project appears stalled. Staff will continue to work with the property owner and engineer to insure this project comes to fruition.

**Majestic Lakes** – The PD Stage I preliminary site plans have been approved and the applicant continues to work with YCUA and OHM in order to complete the necessary maintenance and refurbishing of the on-site utilities. Redwood has submitted their final engineering plans for review and further anticipates applying for PD Stage II Final Approval later this spring with an anticipated summer construction.

**Burning Bush** – The Church requested and received a 12 month extension to their previously approved plan. The plans call for the construction of a 26,000 square-foot addition to their existing 24,000 square-foot facility. The project engineer continues to work with the County Drain Office to gain approval for the site drainage.

**Yankee Air Museum (YAM)** – The Yankee Air Museum continues their journey through the plan review process. The construction team has completed the construction of the exterior walls and new hanger door on the norther portion of the building. The design engineer continues to work with the RACER Trust and the Wayne County Airport Authority to resolve utility issues relating to the site. These utility issues need to be resolved prior to final engineering submittal and approval. The Yankee Air Museum

plans to complete their approval process and being renovations and upgrades in order to prepare for their grand opening in late 2017 or early 2018.

Buffalo Wild Wings – Construction has been completed on the approved parking lot expansion. The applicant still needs to install the required landscaping and permanent stabilization which will be completed later this spring. A final inspection will be conducted in the spring of 2016.

RoundHaus Pizza and Party Shop – The preliminary site plan and special conditional use permit applications have been submitted to our offices for review and consideration. Once the plans are in proper form, the plans will be presented to the Planning Commission for review and consideration. The applicant has stated his desire to begin construction of the new convenience store, carryout restaurant and fuel station in June of 2016.

College Sunoco – 2169 Washtenaw : During a special joint meeting held on December 16, 2015, the Township Planning Commission and Zoning Board of Appeals granted preliminary site plan approval along with a necessary setback variance to permit the construction of a new 5,400 square-foot convenience store, carryout restaurant and fuel station at the corner of Washtenaw Avenue and Hewitt (former Sunoco). As part of the project, the applicant will be installing new pedestrian facilities and an outdoor seating area. The applicant has expressed a desire to begin construction later this summer along with the demolition of the existing facility this winter.

Fresh Thyme: Construction is well underway! The contractor has erected the walls and has constructed the roof. Due to constraints with the weather, the contractor is on hold in relation to the installation of the underground utilities and site work. The developer has stated that they anticipate their grand opening in early July.

Popeyes /Burger King - 2387 Ellsworth: The renovation is nearly complete. The final building inspection is scheduled for February 4<sup>th</sup> with the hopes of a grand opening shortly thereafter. The applicant has also agreed to work with AAATA on maintaining the adjacent bus shelter as part of this project.

Cottage Inn – 2407 Washtenaw: The former Pizza Hut Restaurant located on the south side of Washtenaw just west of Hewitt is now the new home of Cottage Inn. The property owner has been working over the past several months to renovate the building inside and out. A final certificate of occupancy was issued by the Township on January 11, 2016. There still remains some exterior work to be completed this spring but we welcome back a Cottage Inn along out Washtenaw Avenue corridor.

Sensitile: 1735 Holmes Road – The Commission granted preliminary site plan approval during their October 27<sup>th</sup> meeting date. Staff is currently awaiting submission of the Detailed Engineering plans with an anticipated construction date of spring 2016.

Clark East Towers: National Church Residences Corporation who owns the Clark East Towers located at 1550 East Clark Road has announced plans to move forward with an \$9 million upgrade and renovation project. The property owners have started with the

installation of new windows and roof repairs. Other site and security improvements are also proposed as part of the overall plan including the addition of a new maintenance facility and outdoor activity areas. These improvements are planned to be completed over the next several months.

**Von's Market:** On December 9, 2015, the Township Building Department issued a building permit for the renovation and improvement of the Von's Market grocery store. Once the renovation is complete, the store will be operated by Save-A-Lot. Though a grand opening date has not yet been provided, staff anticipates the new store being open to the public early this spring.

**VMAX USA - 1879 West Michigan Avenue:** The preliminary site plan and special conditional use permit applications were approved by the Planning Commission during their November 24th meeting. Staff has been informed by the design engineer that the final engineered plans will be submitted for review within the next two weeks with an anticipated ground breaking during the late spring of 2016.

**Lakeshore Apartments (aka Beach Club at Ford Lake):** The PD Stage I Preliminary Site Plan has been submitted requesting approval for the construction of 675 apartment units, lake front restaurant and a 20,000 square-foot retail center on the 90 acres of open space area associated with the Lakeshore Apartment complex. The initial review of the plans showed that the submitted neglected to provide some key and important information. The review of the provided plans have been delayed until such time that the applicant may update the plan set so that we may complete a thorough review.

**Tele-Site Inc – 1405 Sweet Road:** The applicant has submitted a preliminary site plan and special land use application for the construction of a wireless communication tower to be located on the Victorious Life Church property located at 1405 Sweet Road (Sweet Road and Clark). Upon the initial review by staff, the application will require the consideration of at least two variances under the current ordinance. Once the reviews are in proper form, staff will request the Commission schedule the necessary public hearing to consider the request.

**Willow Run Bomber Plant:** In recent days, Governor Snyder and President Obama in separate appearances announced the future development plans of the former Willow Run Bomber Plant. The plans call for the establishment of a new testing, research and certification center for the up and coming autonomous vehicle industry. The State of Michigan, University of Michigan, RACER Trust, Ann Arbor SPARK with support from the office of U.S. Rep. Debbie Dingell will all play key a role in making this project come to fruition. Future updates will be provided as more information becomes available.

## **Zoning Board of Appeals**

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

The January and February meeting dates were cancelled due to a lack of agenda items. The ZBA will be meeting during their scheduled March meeting date to consider a

Monthly Planning Department Report

January/February 2016

setback variance for the proposed Tele-Site wireless communication tower in addition to the temporary use permit application of Phantom Fireworks to permit the establishment of a temporary fireworks sales tent with the Roundtree Shopping Center parking lot.

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



# WASHTENAW COUNTY

## OFFICE OF THE SHERIFF



**JERRY L. CLAYTON**  
SHERIFF

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

**MARK A. PTASZEK**  
UNDERSHERIFF

**To:** Brenda Stumbo, Ypsilanti Township Supervisor  
**From:** Mike Marocco, Police Services Lieutenant  
**Cc:** Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board  
Marlene Radzik, WCSO Police Services Commander  
**Date:** February 8, 2016  
**Re:** January 2016 Police Services Monthly Report

In January of 2016, there were 3431 calls for service in Ypsilanti Township, which is a 10.1% increase in calls for service as compared to January of 2015.

### **OPERATIONS**

January of 2016 saw a dramatic increase in Traffic Enforcement including citation and OWI arrests. The traffic unit was also responsible for policing 58.5% of the crashes in Ypsilanti Township. Last January the Traffic Unit policed 10.5% of the crashes. The expansion of the Traffic Unit is working well in regard to enforcement and shouldering the majority of the crash activity. This creates additional hours for deputies assigned to patrol to work incidents they are assigned.

Direct communication with Supervisor Stumbo and Director Radzik is open and ongoing. My cell phone number is 734-545-6684. Please feel free to call me directly with questions, comments or concerns.

### **PAROLE COMPLIANCE CHECKS**

We continue to aggressively check parolee compliance in the Township through the use of sweeps and a close relationship with Parole and Probation. We now routinely assist Parole and Probation in acting on tips and accompany agents outside of the designated scheduled sweeps.

### **PROBATION COMPLIANCE (14B Court)**

WCSO, Magistrate Nelson and 14B Probation agent Johnson met last week. We will be partnering to do compliance checks with probation utilizing on duty deputies starting in February.



# CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

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<b>Month:</b>	January
<b>Year:</b>	2016
<b>Print Option:</b>	Print Both Monthly and YTD
<b>Include Unfounded:</b>	No
<b>Report Offenses:</b>	Include All (1,2,3,4)
<b>Attempted/Completed/NA:</b>	Includes Attempted, Completed
<b>City:</b>	Ypsilanti Twp-YPT

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

For The Month Of January

Classification	Jan/2015	Jan/2016	%Change
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC IST DEGREE	3	2	-33.3%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC IST DEGREE	0	1	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	0	-100%
12000 ROBBERY	2	4	100%
13001 NONAGGRAVATED ASSAULT	39	34	-12.8%
13002 AGGRAVATED/FELONIOUS ASSAULT	19	20	5.263%
13003 INTIMIDATION/STALKING	2	1	-50%
20000 ARSON	0	2	0%
21000 EXTORTION	1	0	-100%
22001 BURGLARY -FORCED ENTRY	14	17	21.42%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	3	6	100%
23003 LARCENY -THEFT FROM BUILDING	9	13	44.44%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	2	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	29	23	-20.6%
23007 LARCENY -OTHER	5	5	0%
24001 MOTOR VEHICLE THEFT	3	11	266.6%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	1	0%
25000 FORGERY/COUNTERFEITING	2	4	100%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	6	10	66.66%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	9	7	-22.2%
26007 FRAUD - IDENTITY THEFT	7	7	0%
27000 EMBEZZLEMENT	0	6	0%
29000 DAMAGE TO PROPERTY	10	26	160%
30001 RETAIL FRAUD -MISREPRESENTATION	2	0	-100%
30002 RETAIL FRAUD -THEFT	9	11	22.22%
30003 RETAIL FRAUD -REFUND/EXCHANGE	1	1	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	9	11	22.22%
35002 NARCOTIC EQUIPMENT VIOLATIONS	3	1	-66.6%
37000 OBSCENITY	0	1	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	1	0%
52001 WEAPONS OFFENSE- CONCEALED	3	2	-33.3%
<b>Group A Totals</b>	<b>191</b>	<b>230</b>	<b>20.41%</b>
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	1	1	0%
36004 SEX OFFENSE -OTHER	0	1	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	2	1	-50%
41002 LIQUOR VIOLATIONS -OTHER	0	2	0%
48000 OBSTRUCTING POLICE	4	7	75%
49000 ESCAPE/FLIGHT	1	0	-100%
50000 OBSTRUCTING JUSTICE	7	14	100%
53001 DISORDERLY CONDUCT	6	3	-50%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	5	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	8	23	187.5%
55000 HEALTH AND SAFETY	0	1	0%

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

For The Month Of January

Classification	Jan/2015	Jan/2016	%Change
57001 TRESPASS	1	0	-100%
58000 SMUGGLING	0	1	0%
63000 VAGRANCY	0	2	0%
70000 JUVENILE RUNAWAY	8	9	12.5%
<b>Group B Totals</b>	<b>38</b>	<b>70</b>	<b>84.21%</b>
2800 JUVENILE OFFENSES AND COMPLAINTS	17	30	76.47%
2900 TRAFFIC OFFENSES	42	16	-61.9%
3000 WARRANTS	53	48	-9.43%
3100 TRAFFIC CRASHES	145	111	-23.4%
3200 SICK / INJURY COMPLAINT	88	86	-2.27%
3300 MISCELLANEOUS COMPLAINTS	621	668	7.568%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	1	0	-100%
3500 NON-CRIMINAL COMPLAINTS	765	958	25.22%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	837	851	1.672%
3800 ANIMAL COMPLAINTS	36	41	13.88%
3900 ALARMS	156	158	1.282%
<b>Group C Totals</b>	<b>2761</b>	<b>2967</b>	<b>7.461%</b>
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	3	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	2	0%
4200 PARKING CITATIONS	4	4	0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	1	0	-100%
4500 MISCELLANEOUS A THROUGH UUUU	5	8	60%
<b>Group D Totals</b>	<b>10</b>	<b>17</b>	<b>70%</b>
5000 FIRE CLASSIFICATIONS	1	1	0%
5100 18A STATE CODE FIRE CLASSIFICATIONS	1	0	-100%
<b>Group E Totals</b>	<b>2</b>	<b>1</b>	<b>-50%</b>
6000 MISCELLANEOUS ACTIVITIES (6000)	27	30	11.11%
6100 MISCELLANEOUS ACTIVITIES (6100)	54	72	33.33%
6300 CANINE ACTIVITIES	3	7	133.3%
6500 CRIME PREVENTION ACTIVITIES	27	24	-11.1%
6600 COURT / WARRANT ACTIVITIES	1	3	200%
6700 INVESTIGATIVE ACTIVITIES	2	10	400%
<b>Group F Totals</b>	<b>114</b>	<b>146</b>	<b>28.07%</b>
<b>City : Ypsilanti Twp Totals</b>	<b>3116</b>	<b>3431</b>	<b>10.10%</b>

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

Year To Date Through January

Classification	2015	2016	%Change
<b>Group F Totals</b>	<b>0</b>	<b>0</b>	<b>0%</b>
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC IST DEGREE	3	2	-33.3%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC IST DEGREE	0	1	0%
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<b>City : Ypsilanti Twp Totals</b>	<b>3116</b>	<b>3431</b>	<b>10.10%</b>

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

<b>BUILDING DEPARTMENT REPORT - January 2016</b>													
<b>Permit Type</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTALS</b>
Building	46												46
	<b>\$ 15,022</b>												<b>\$ 15,022</b>
Electrical	43												43
	<b>\$ 4,780</b>												<b>\$ 4,780</b>
Mechanical	95												95
	<b>\$ 7,150</b>												<b>\$ 7,150</b>
Plumbing	44												44
	<b>\$ 4,345</b>												<b>\$ 4,345</b>
Zoning	1												1
	<b>\$ 35</b>												<b>\$ 35</b>
Sub Totals	229												229
<b>TOTAL YTD</b>	<b>\$ 31,332</b>												<b>\$ 31,332</b>

<b>INSPECTION RUNNING TOTALS (Building/Trades &amp; Rental)</b>													
<b>Inspections</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTALS</b>
Total 2016	542												542
<b>Rental Inspections</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTALS</b>
Total 2016	414												414

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

<b>BUILDING DEPARTMENT REPORT - 2015</b>													
<b>Permit Type</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTALS</b>
Building	46	61	87	116	114	128	148	125	152	125	75	79	1,256
	<b>\$ 3,081</b>	<b>\$ 9,211</b>	<b>\$ 20,850</b>	<b>\$ 16,030</b>	<b>\$ 13,320</b>	<b>\$ 23,326</b>	<b>\$ 19,613</b>	<b>\$ 35,654</b>	<b>\$ 34,430</b>	<b>\$ 55,071</b>	<b>\$ 12,482</b>	<b>\$ 18,519</b>	<b>\$ 261,587</b>
Electrical	23	78	38	43	59	51	62	59	60	44	30	23	570
	<b>\$ 1,530</b>	<b>\$ 4,715</b>	<b>\$ 2,775</b>	<b>\$ 3,375</b>	<b>\$ 4,090</b>	<b>\$ 3,525</b>	<b>\$ 4,975</b>	<b>\$ 3,910</b>	<b>\$ 4,305</b>	<b>\$ 4,135</b>	<b>\$ 2,725</b>	<b>\$ 2,160</b>	<b>\$ 42,220</b>
Mechanical	78	89	119	101	130	155	69	107	117	91	72	79	1,207
	<b>\$ 4,600</b>	<b>\$ 6,140</b>	<b>\$ 9,060</b>	<b>\$ 7,370</b>	<b>\$ 8,650</b>	<b>\$ 10,110</b>	<b>\$ 5,924</b>	<b>\$ 8,890</b>	<b>\$ 9,400</b>	<b>\$ 7,850</b>	<b>\$ 6,260</b>	<b>\$ 5,680</b>	<b>\$ 89,934</b>
Plumbing	31	49	48	53	39	46	41	51	53	32	34	36	513
	<b>\$ 1,625</b>	<b>\$ 2,830</b>	<b>\$ 3,775</b>	<b>\$ 4,825</b>	<b>\$ 2,605</b>	<b>\$ 3,445</b>	<b>\$ 3,695</b>	<b>\$ 4,660</b>	<b>\$ 4,095</b>	<b>\$ 2,625</b>	<b>\$ 3,060</b>	<b>\$ 2,830</b>	<b>\$ 40,070</b>
Zoning	2	-	3	13	20	27	17	14	8	15	4	4	127
	<b>\$ 90</b>	<b>\$ -</b>	<b>\$ 105</b>	<b>\$ 455</b>	<b>\$ 740</b>	<b>\$ 945</b>	<b>\$ 645</b>	<b>\$ 455</b>	<b>\$ 280</b>	<b>\$ 525</b>	<b>\$ 140</b>	<b>\$ 140</b>	<b>\$ 4,520</b>
Sub Totals	180	277	295	326	362	407	337	356	390	307	215	221	3,673
<b>TOTAL YTD</b>	<b>\$ 10,926</b>	<b>\$ 22,896</b>	<b>\$ 36,565</b>	<b>\$ 32,055</b>	<b>\$ 29,405</b>	<b>\$ 41,351</b>	<b>\$ 34,852</b>	<b>\$ 53,569</b>	<b>\$ 52,510</b>	<b>\$ 70,206</b>	<b>\$ 24,667</b>	<b>\$ 29,329</b>	<b>\$ 438,331</b>

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

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

<b>INSPECTION RUNNING TOTALS</b>													
<b>Inspections</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTALS</b>
Total 2015	337	442	456	584	417	624	556	713	458	572	419	441	6,019
Total 2014	318	253	354	417	429	501	581	496	445	516	360	344	5,014
Total 2013	336	328	239	306	445	404	389	507	459	647	410	378	4,848
Total 2012	852	259	592	328	340	268	275	419	317	382	340	276	4,648
Total 2011	319	238	280	311	371	369	319	411	349	432	316	143	3,858
Total 2010	292	220	361	366	379	358	427	405	350	449	322	140	4,069
Total 2009	323	315	340	337	350	372	440	401	463	374	341	137	4,193
Total 2008	460	352	326	432	432	628	727	562	533	577	393	128	5,550

<b>Rental Inspections</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTALS</b>
Total 2015	327	287	361	339	297	318	286	287	354	420	411	342	4029
Total 2014	234	225	303	337	310	290	267	291	296	310	256	264	3,383
Total 2013	197	237	206	175	226	251	291	302	222	297	215	175	2,794
Total 2012	142	165	228	194	209	202	185	258	225	265	231	131	2,435
Total 2011	95	49	102	146	129	179	183	243	177	214	187	153	1,857
Total 2010	214	170	139	216	223	158	264	179	212	183	83	48	2,089
Total 2009	(Began tracking separate rental inspection totals Oct, 2009)									57	160	77	294





# 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, FEBRUARY 16, 2016

**5:00PM**

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

1. DISCUSSION OF COMMUNITY ORGANIZER  
FOR HABITAT FOR HUMANITY ..... SUPERVISOR STUMBO
2. AGENDA REVIEW ..... SUPERVISOR STUMBO
3. OTHER DISCUSSION ..... BOARD MEMBERS

# REVIEW AGENDA

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- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

# OTHER DISCUSSION

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



# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

## **REGULAR MEETING AGENDA**

**TUESDAY, FEBRUARY 16, 2016**

**7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
  - A. MINUTES OF THE FEBRUARY 2, 2016 WORK SESSION AND REGULAR MEETING
  - B. STATEMENTS AND CHECKS
    1. STATEMENTS AND CHECKS FOR FEBRUARY 16, 2016 IN THE AMOUNT OF \$1,068,623.04
    2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2016 IN THE AMOUNT OF \$45,754..09
    3. CHOICE HEALTH CARE ADMIN FEE FOR DECEMBER 2015 IN THE AMOUNT OF \$1,192.50
  - C. JANUARY 2016 TREASURER'S REPORT
5. SUPERVISOR REPORT
6. CLERK REPORT
7. TREASURER REPORT
8. TRUSTEE REPORT
9. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

### **OLD BUSINESS**

1. 2<sup>ND</sup> READING OF RESOLUTION 2016-03, PROPOSED ORDINANCE 2016-458, AMENDING THE CODE OF ORDINANCES CHAPTER 66 ENTITLED VEGETATION (1<sup>ST</sup> READING HELD AT THE FEBRUARY 2, 2016 REGULAR MEETING)
2. 2<sup>ND</sup> READING OF RESOLUTION 2016-07, PROPOSED ORDINANCE 2016-461, AMENDING THE CODE OF ORDINANCES CHAPTER 48 ENTITLED VACANT PROPERTIES (1<sup>ST</sup> READING HELD AT THE FEBRUARY 2, 2016 REGULAR MEETING)

3. 2<sup>ND</sup> READING OF RESOLUTION 2016-08, PROPOSED ORDINANCE 2016-460, AMENDING THE CODE OF ORDINANCES CHAPTER 26 ENTITLED BLIGHT (1<sup>ST</sup> READING HELD AT THE FEBRUARY 2, 2016 REGULAR MEETING)

### **NEW BUSINESS**

1. BUDGET AMENDMENT #3
2. 1<sup>ST</sup> READING OF RESOLUTION 2016-01, PROPOSED ORDINANCE 2016-456 AMENDING THE CODE OF ORDINANCES CHAPTER 22 ENTITLED BUSINESSES TO INCLUDE SMOKING LOUNGE LICENSING AND REGULATIONS
3. 1<sup>ST</sup> READING OF RESOLUTION 2016-09, PROPOSED ORDINANCE 2016-462 AMENDING THE TOWNSHIPS ZONING CODE , ORDINANCE 74 ADOPTED MAY 18, 1994, ARTICLE II, SECTION 201 (DEFINITIONS) AND ARTICLE XI (GENERAL BUSINESS DISTRICTS) TO DEFINE SMOKING LOUNGES AND REGULATE THEIR LOCATION
4. RESOLUTION 2016-06, AUTHORIZING THE ACCEPTANCE OF THE DONATION OF THE SLOAN PROPERTY AND SIGNING OF THE DONATION AGREEMENT
5. RESOLUTION 2016-10, CREDIT CARD POLICY
6. RESOLUTION 2016-11, OWNERS DAM SAFETY PROGRAM
7. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO AMEND THE CONTRACT WITH OHM FOR ADDITIONAL SUPERVISION AND INSPECTIONS FOR EXTENDED AND ADDITIONAL PROJECTS BY ANGLIN CIVIL FOR VETERAN'S DRIVE IN THE AMOUNT OF \$9,000.00 BUDGETED IN LINE ITEM #101-970-000-976-007
8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 166 ECORSE RD. IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
9. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO SET PUBLIC HEARING DATE OF MARCH 15, 2016 AT APPROXIMATELY 7:00PM TO CONSIDER THE CREATION AN INDUSTRIAL DEVELOPMENT DISTRICT (IDD) FOR PARCEL # K-1-11-39-350-027 (1879 W. MICHIGAN AVE. ), K-11-39-350-001 (0 W. MICHIGAN), K-11-39-350-004 (1705 W. MICHIGAN), K-11-39-350-002 (0 W. MICHIGAN), K-11-39-350005 (1725 W. MICHIGAN), K-11-39-350-006 (1737 W. MICHIGAN), K-11-39-350-009 (1777 W. MICHIGAN), K-11-39-350-010 (1797 W. MICHIGAN), K-11-39-350-011 (1805 W. MICHIGAN)

### **OTHER BUSINESS**

## **AUTHORIZATIONS AND BIDS**

1. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF FOR AUTHORIZATION TO PURCHASE A TORO PROPASS 200 BASE, TOW-TYPE CHASSIS, ELEVEN (11) HP HYDRAULIC POWER PACK AND FINDER KIT FROM SPARTAN DISTRIBUTORS STATE CONTRACT/MIDEAL #071B0200329 IN THE AMOUNT OF \$13,204.86 BUDGETED IN LINE ITEM #584-584-000-971-000
2. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF FOR AUTHORIZATION TO ADD WINDSHIELDS TO THE GOLF CARTS ON ORDER FROM SPARTAN DISTRIBUTORS AND TO INCREASE THE TOTAL MONTHLY PAYMENT TO \$7,022.07, AN INCREASE OF \$125.80 PER MONTH, AND TO APPROVE THE NEW LEASE AGREEMENT, RESOLUTION AND CERTIFICATE OF INCUMBENCY WITH PNC EQUIPMENT FINANCE, LLC
3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE FOR DUCTWORK CLEANING OF THE CIVIC CENTER AND 14B COURT TO AMISTEE AIRDUCT CLEANING IN THE AMOUNT OF \$16,524.00 BUDGETED IN LINE ITEM #101-265-000-818-001 AND TO AUTHORIZE SIGNING THE AGREEMENT
4. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION TO PURCHASE A 2016 OR 2017 FORD ESCAPE THROUGH MIDEAL, TO BE SHARED BY THE INFORMATION SYSTEMS DEPARTMENT AND THE CHIEF BUILDING OFFICIAL IN AN AMOUNT NOT TO EXCEED \$22,000.00 BUDGETED IN LINE ITEM #595-595-000-985-000
5. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO SEEK PROPOSALS FOR PLANNING CONSULTANT SERVICES

# PUBLIC COMMENTS

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# **CONSENT AGENDA**

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**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 2, 2016 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, Scott Martin, and Mike Martin

**Members Absent:** Trustee Jean Hall Currie

**Legal Counsel:** Wm. Douglas Winters

Supervisor Stumbo announced that at the end of the Work Session after the review of the agenda the Board would go into Executive Session to discuss an employee resignation and proposed settlement agreement.

**AGENDA REVIEW**

- A. MINUTES OF THE JANUARY 19, 2016 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

**NEW BUSINESS**

**1. BUDGET AMENDMENT #2**

Clerk Lovejoy Roe explained Budget Amendment #2.

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 2, 2016 WORK SESSION MINUTES  
PAGE 2**

**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**

Travis McDugald, IS Manager, explained this is a system that is used to post RFP's to websites which helps get additional bidders and in return get better prices on everything from construction projects to office supplies. It is being used in other government agencies across the state.

**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**

Mike Saranen, Hydro Operator, explained the request was needed for re-design work regarding storm water and Tyler Pond. He replied the need for information from MDEQ regarding flow and the impact on the design of the Tyler Dam Project.

Attorney Winters suggested that when we have contracts we need to get copies of the insurance certificates for these contracts and have them on file. Attorney Winters suggested we request the insurance certificates when finalizing contracts.

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

Justin Blair, Director of Golf, submitted the golf rates for the 2016 season. He said the rates have been published in the "Helpful Handbook".

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

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 2, 2016 WORK SESSION MINUTES  
PAGE 3**

Mike Radzik, OCS Director explained that this ordinance was updated due to a needed clarification.

**6. 1<sup>ST</sup> READING OF RESOLUTION 2016-461, AMENDING THE CODE OF ORDINANCES CHAPTER 48 ENTITLED VACANT PROPERTIES**

Mike Radzik, OCS Director stated that this ordinance was vague in its language when dealing with homes for sale. Mr. Radzik said that this change in language will make the code clear that homes for sale were covered by the ordinance.

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

Mike Radzik, OCS Director, explained the change in the ordinance. He said this amendment removes the provision allowing building material to be stored on property with a 6 foot wall or fence.

**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**

Mike Radzik, OCS Director, stated that 2169 Washtenaw should be demolished but the owners had not moved forward at this time. He said the property at 1005 Emerick, Gault Village Shopping Center, had many vacancies and most were condemned. He reported the property had been sold and the code violations had not been addressed. He stated this request will only be necessary if these two parties do not follow through with the changes needed on these properties.

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

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

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 2, 2016 WORK SESSION MINUTES  
PAGE 4**

**AUTHORIZATION AND BIDS**

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

**CLOSED SESSION**

Attorney Winters requested the Board go into a Closed Session to discuss a written legal opinion regarding Township Firefighter, Jamie James' proposed settlement with the EEOC.

A motion was made by Treasurer Doe, supported by Trustee S. Martin to go into a closed session for the purpose of discussing the legal opinion of McClain & Winters regarding Firefighter Jamie James and the proposed legal settlement with the EEOC.

The motion carried as follows:

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

The meeting was adjourned to go into closed session at 5:55 p.m.

The Board returned to the Work Session at approximately 6:25 p.m. and adjourned the work session meeting at approximately 6:27 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

**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.

**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-Hydramatic property.

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 2, 2016 REGULAR BOARD MEETING MINUTES  
PAGE 2**

**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).**

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 2, 2016 REGULAR BOARD MEETING MINUTES  
PAGE 3**

The motion carried unanimously.

**5. 1<sup>ST</sup> 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 1<sup>st</sup> 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:

<b>S. Martin:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>M. Martin:</b>	<b>Yes</b>

**6. 1<sup>ST</sup> 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 1<sup>st</sup> 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:

<b>S. Martin:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>M. Martin:</b>	<b>Yes</b>

**7. 1<sup>ST</sup> 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 1<sup>st</sup> 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:

<b>M. Martin:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>Lovejoy Roe:</b>	<b>Yes</b>
<b>Stumbo:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>S. Martin:</b>	<b>Yes</b>

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 2, 2016 REGULAR BOARD MEETING MINUTES  
PAGE 4**

- 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
		<b>Net Revenues</b>	<u><u>\$7,000.00</u></u>
Expenditures:	Professional Ser - Other Dams	252-252-000-801.250	\$7,000.00
		<b>Net Expenditures</b>	<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
		<b>Net Revenues</b>	<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
		<b>Net Expenditures</b>	<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<sup>®</sup>, 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 Ranchero 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 2-3-14

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

<b>Resident Rates</b>		<b>9 Holes</b>	<b>18Holes</b>
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)

<b>Non-Resident Rates</b>		<b>9 Holes</b>	<b>18 Holes</b>
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.

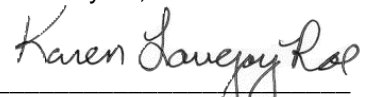
## **Effective Date and Repeal of Conflicting Ordinances**

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.



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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.



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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) 484-3702  
Fax: (734) 484-5154

*Charter Township of Ypsilanti*

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## STATEMENTS AND CHECKS

*FEBRUARY 16, 2016 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$ 969,161.29
HAND CHECKS -	<u>\$ 99,461.75</u>
GRAND TOTAL -	<b>\$ 1,068,623.04</b>

Choice Health Care Deductible – JANUARY 2016

ACH EFT -	\$ 45,754.09
ADMIN FEE -	\$ 1,192.50 (DEC)

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
01/28/2016	AP	171076	0363	COMCAST CABLE	170.54
01/28/2016	AP	171077	0363	COMCAST CABLE	128.73
01/28/2016	AP	171078	0363	COMCAST CABLE	104.35
01/28/2016	AP	171079	0363	COMCAST CABLE	224.40
01/28/2016	AP	171080	0363	COMCAST CABLE	114.35
01/28/2016	AP	171081	0363	COMCAST CABLE	144.85
01/28/2016	AP	171082	2002	DELTA DENTAL PLAN OF MICHIGAN	13,600.63
01/28/2016	AP	171083	16486	PAETEC	505.20
01/28/2016	AP	171084	6263	STANDARD INSURANCE COMPANY	4,342.40
01/28/2016	AP	171085	VSP	VISION SERVICE PLAN	2,449.44
01/29/2016	AP	171086	16509	CLEAR RATE COMMUNICATIONS, INC	1,093.12
01/29/2016	AP	171087	COMCAST B	COMCAST BUSINESS	825.00
01/29/2016	AP	171088	0119	DTE ENERGY**	72,663.13
01/29/2016	AP	171089	0480	YPSILANTI COMMUNITY	2,030.28
02/01/2016	AP	171090	7003	YPSILANTI TWP TAX COLLECTION	100.00 V
02/01/2016	AP	171091	CENT21	CENTURY 21 BROOKSHIRE	100.00
02/04/2016	AP	171092	6821	AT & T	23.17
02/04/2016	AP	171093	6821	AT & T	99.29
02/04/2016	AP	171094	0363	COMCAST CABLE	239.85
02/04/2016	AP	171095	0363	COMCAST CABLE	104.85
02/04/2016	AP	171096	1475	VERIZON WIRELESS	71.03
02/04/2016	AP	171097	1475	VERIZON WIRELESS	101.10
02/04/2016	AP	171098	15934	WASTE MANAGEMENT	119.48
02/04/2016	AP	171099	0480	YPSILANTI COMMUNITY	206.56

AP TOTALS:

Total of 24 Checks:	99,561.75
Less 1 Void Checks:	100.00
Total of 23 Disbursements:	<u>99,461.75</u>

User: mharris

CHECK NUMBERS 171100 - 171197

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
02/16/2016	AP	171100	2937	A & R TOTAL CONSTRUCTION, INC.	361.32
02/16/2016	AP	171101	6858	ABBEY DOOR	425.00
02/16/2016	AP	171102	15493	ADAM KURTINAITIS	840.00
02/16/2016	AP	171103	4709	ALLEGRA PRINTING AND IMAGING	17,448.00
02/16/2016	AP	171104	0560	ALLGRAPHICS CORPORATION	1,010.50
02/16/2016	AP	171105	ANGLIN	ANGLIN CIVIL LLC	63,334.76
02/16/2016	AP	171106	0017	ANN ARBOR CLEANING SUPPLY	596.83
02/16/2016	AP	171107	0022	ANN ARBOR WELDING SUPPLY CO	265.14
02/16/2016	AP	171108	A.CAMPBELL	ANTONIO CAMPBELL	100.00
02/16/2016	AP	171109	0675	ARBOR VACUUM & SMALL APPLIANCE	24.95
02/16/2016	AP	171110	0039	ATLANTIC WELDING SUPPLY	168.00
02/16/2016	AP	171111	0215	AUTO VALUE YPSILANTI	337.08
02/16/2016	AP	171112	0071	BRENDA STUMBO	125.97
02/16/2016	AP	171113	8471	BRUCE JOHNSON	2,517.60
02/16/2016	AP	171114	CTA	CAMPBELL TITLE AGENCY OF MICHIGAN	875.00
02/16/2016	AP	171115	CINTAS	CINTAS CORPORATION	223.03
02/16/2016	AP	171116	0102	COLMAN-WOLF SANITARY SUPPLY CO	137.74
02/16/2016	AP	171117	0582	CONGDON'S	14.48
02/16/2016	AP	171118	CONSTANT	CONSTANT CONTACT	564.00
02/16/2016	AP	171119	DANCE X	DANCE XPLOSION	1,010.00
02/16/2016	AP	171120	0115	DELUX RENTAL	75.00
02/16/2016	AP	171121	EMU	EASTERN MICHIGAN UNIVERSITY	840.00
02/16/2016	AP	171122	2913	EMERGENCY VEHICLE SERVICES	9,302.29
02/16/2016	AP	171123	2898	EMERGENT HEALTH PARTNERS	5,956.15
02/16/2016	AP	171124	2578	FERGUSON ENTERPRISES, INC.	22.23
02/16/2016	AP	171125	4780	FLOYD WOODARD	2,517.60
02/16/2016	AP	171126	15034	FONDRIEST ENVIRONMENTAL, INC	1,927.44
02/16/2016	AP	171127	G. SMITH	GENNIECE SMITH	100.00
02/16/2016	AP	171128	1233	GORDON FOOD SERVICE INC.	356.02
02/16/2016	AP	171129	0107	GRAINGER	58.41
02/16/2016	AP	171130	6021	HENDERSON GLASS	340.00
02/16/2016	AP	171131	0503	HOME DEPOT	88.05
02/16/2016	AP	171132	5420	INTAB	204.48
02/16/2016	AP	171133	6237	INTERNATIONAL CODE COUNCIL	515.00
02/16/2016	AP	171134	JETRION	JETRION	11,118.67
02/16/2016	AP	171135	6357	JUMP-A-RAMA	664.30
02/16/2016	AP	171136	6280	KAREN LOVEJOY ROE	75.93
02/16/2016	AP	171137	KAR	KIDS ARTISTIC REVIEW	742.50
02/16/2016	AP	171138	L. GODO	LISA GODO	238.00
02/16/2016	AP	171139	6467	LOWE'S	25.40
02/16/2016	AP	171140	6185	LUBRICATION ENGINEERS	136.80
02/16/2016	AP	171141	4720	MAPS BY WAGNER	1,300.00
02/16/2016	AP	171142	0158	MARK HAMILTON	1,500.00
02/16/2016	AP	171143	0253	MCLAIN AND WINTERS	99,503.48
02/16/2016	AP	171144	6043	MEADOWBROOK, INC.	55.00
02/16/2016	AP	171145	16001	MICHAEL MEYER	150.00
02/16/2016	AP	171146	8036	MICHIGAN ASSOC. OF PLANNING	89.00
02/16/2016	AP	171147	16461	MICHIGAN LINEN SERVICE, INC.	705.47
02/16/2016	AP	171148	0044	MICHIGAN MUNICIPAL LEAGUE	184,984.00
02/16/2016	AP	171149	0297	MUNICIPAL CODE CORPORATION	1,887.16
02/16/2016	AP	171150	0261	MUZZALL GRAPHICS	212.07
02/16/2016	AP	171151	2997	OFFICE EXPRESS	1,085.22
02/16/2016	AP	171152	1081	OKINAWAN KARATE CLUB	677.60
02/16/2016	AP	171153	0309	ORCHARD, HILTZ & MCCLIMENT INC	4,994.25
02/16/2016	AP	171154	0566	ORIENTAL TRADING COMPANY, INC.	183.72
02/16/2016	AP	171155	0913	PARKWAY SERVICES, INC.	125.00
02/16/2016	AP	171156	P. POWER	PETER POWER	1,470.00
02/16/2016	AP	171157	6506	PM TECHNOLOGIES, LLC	803.65
02/16/2016	AP	171158	0722	PRINTING SYSTEMS	2,273.10
02/16/2016	AP	171159	PS	PRIORITY SYSTEMS	188.04
02/16/2016	AP	171160	6045	Q.P.S PRINTING	809.34
02/16/2016	AP	171161	-15386	RICOH USA, INC.	6,462.71
02/16/2016	AP	171162	6308	RKA PETROLEUM	2,039.59
02/16/2016	AP	171163	8653	ROBERT ARRICK	2,517.60
02/16/2016	AP	171164	R. CROKER	ROBERT CROCKER	2,517.60
02/16/2016	AP	171165	6579	ROBERTSON MORRISON, INC.	190.00
02/16/2016	AP	171166	0371	SAFEGUARD BUSINESS SYSTEMS	343.35
02/16/2016	AP	171167	0383	SHERWIN WILLIAMS COMPANY	354.83
02/16/2016	AP	171168	15751	SOUTHERN COMPUTER WAREHOUSE	2,791.09
02/16/2016	AP	171169	6938	STATE OF MICHIGAN	230.00
02/16/2016	AP	171170	0632	STERICYCLE INC	173.87
02/16/2016	AP	171171	16295	STERN BROTHERS & CO	337.50
02/16/2016	AP	171172	T.ENDICOTT	TAMMIE ENDICOTT	49.45
02/16/2016	AP	171173	11025	TAMMIE KEEN	57.06
02/16/2016	AP	171174	TETRA TECH	TETRA TECH, INC	1,505.00
02/16/2016	AP	171175	6824	THD AT- HOME SERVICES	217.50
02/16/2016	AP	171176	T. FOOTE	THERESE ANN FOOTE	150.00
02/16/2016	AP	171177	15474	TINA HOTCHKISS	99.00

User: mharris

CHECK NUMBERS 171100 - 171197

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
02/16/2016	AP	171178	15941	TODD BARBER	2,600.00
02/16/2016	AP	171179	6376	TRACTOR SUPPLY COMPANY	74.99
02/16/2016	AP	171180	2597	U.S. POSTAL SERVICE*	225.00
02/16/2016	AP	171181	6140	ULINE	103.93
02/16/2016	AP	171182	6215	UNITED STATES POSTMASTER	5,375.68
02/16/2016	AP	171183	0497	VAN BUREN STEEL & FABRICATING	40.60
02/16/2016	AP	171184	6647	VERMEER OF MICHIGAN, INC.	3,204.56
02/16/2016	AP	171185	6627	VICTORY LANE	68.78
02/16/2016	AP	171186	16302	W.J. O'NEIL COMPANY	1,828.14
02/16/2016	AP	171187	7035	WASHTENAW COMMUNITY COLLEGE#	66.49
02/16/2016	AP	171188	0163	WASHTENAW COUNTY ROAD COMMISSION	45,125.00
02/16/2016	AP	171189	7005	WASHTENAW COUNTY TREASURER	24.79
02/16/2016	AP	171190	0444	WASHTENAW COUNTY TREASURER#	457,067.92
02/16/2016	AP	171191	0444	WASHTENAW COUNTY TREASURER#	2,682.50
02/16/2016	AP	171192	WASHTENAW	WASHTENAW URGENT CARE	25.00
02/16/2016	AP	171193	16360	WEINGARTZ	309.93
02/16/2016	AP	171194	6149	WEISSMAN'S	552.60
02/16/2016	AP	171195	4263	WOLVERINE FREIGHTLINER	5.28
02/16/2016	AP	171196	7039	YPSILANTI COMMUNITY SCHOOLS - YP	76.05
02/16/2016	AP	171197	0729	ZEP MANUFACTURING COMPANY	988.13

## AP TOTALS:

Total of 98 Checks:

969,161.29

Less 0 Void Checks:

0.00

Total of 98 Disbursements:

969,161.29

OFFICE OF THE TREASURER  
LARRY J. DOE



MONTHLY TREASURER'S REPORT  
JANUARY 1, 2016 THROUGH JANUARY 31, 2016

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	2,781,679.07	172,558.11	918,396.92	2,035,840.26
101 - Payroll	86,835.00	830,551.20	831,599.83	85,786.37
101 - Willow Run Escrow	142,353.82	24.11	0.00	142,377.93
206 - Fire Department	229,790.35	2,081,940.39	280,129.59	2,031,601.15
208 - Parks Fund	4,573.35	0.37	205.52	4,368.20
212 - Roads/Bike Path/Rec/General Fund	426,589.40	28.46	85,934.03	340,683.83
225 - Environmental Clean-up	444,460.41	37.09	0.00	444,497.50
226 - Environmental Services	1,749,364.30	8,963.30	186,876.49	1,571,451.11
230 - Recreation	46,330.14	107,351.57	86,043.13	67,638.58
236 - 14-B District Court	73,973.67	143,630.02	99,284.12	118,319.57
244 - Economic Development	67,198.70	5.61	0.00	67,204.31
248 - Rental Inspections	159,100.14	18,708.75	13,285.70	164,523.19
249 - Building Department Fund	516,635.93	40,280.38	24,240.68	532,675.63
250 - LDFA Tax	75,009.03	6.26	0.00	75,015.29
252 - Hydro Station Fund	334,599.38	35,904.85	18,821.08	351,683.15
266 - Law Enforcement Fund	1,679,371.74	5,588.24	499,744.80	1,185,215.18
280 - State Grants	18,388.99	1.54	0.00	18,390.53
301 - General Obligation	5,168.10	0.43	0.00	5,168.53
397 - Series "B" Cap. Cost of Funds	27,219.52	2.27	0.00	27,221.79
398 - LDFA 2006 Bonds	6,559.90	0.55	0.00	6,560.45
498 - Capital Improvement 2006 Bond Fund	337,290.24	57.13	0.00	337,347.37
584 - Green Oaks Golf Course	175,529.51	73,186.00	24,796.26	223,919.25
590 - Compost Site	1,000,376.94	9,944.17	19,132.12	991,188.99
595 - Motor Pool	300,138.15	897.41	3,696.30	297,339.26
701 - General Tax Collection	21,673.08	3,472.42	5,103.37	20,042.13
703 - Current Tax Collections	2,997,238.60	10,689,470.12	2,056,026.99	11,630,681.73
707 - Bonds & Escrow/GreenTop	739,074.22	17,594.37	0.00	756,668.59
708 - Fire Withholding Bonds	165,060.35	36,141.68	0.00	201,202.03
893 - Nuisance Abatement Fund	53,325.18	739.66	1,419.60	52,645.24
ABN AMRO Series "B" Debt Red. Cap.Int.	15,912.65	0.16	393.55	15,519.26
<b>GRAND TOTAL</b>	<b>14,680,819.86</b>	<b>14,277,086.62</b>	<b>5,155,130.08</b>	<b>23,802,776.40</b>

# SUPERVISOR REPORT

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

# **CLERK REPORT**

**FEBRUARY 16, 2016**

**Submitted by Karen Lovejoy Roe, Clerk**

- **SPLASH PAD**-The Attorney has reviewed the agreement with Vortex to prepare the design for the project. Once Vortex has reviewed the changes with the attorney the agreement will be brought to the township board for a request to proceed. Everyone is still hopeful that we can complete the requirements to move forward with a grant application that has an April 1, 2016 deadline.
- **MARCH 8, 2016 PRESIDENTIAL PRIMARY ELECTION**-The Clerk's office is extremely busy with processing absentee ballot requests and absentee ballot returns. Training is underway, which is including training of over 60 election inspectors and Chairpersons on the changes to the voting process for the Presidential Primary. All voters must indicate in writing the type of ballot they desire. The three choices are a Republican Ballot, a Democratic Ballot or a Ballot without a Presidential Primary (countywide proposal only). Both the Democratic and Republican ballots include the countywide proposal. The Clerk's office is in need of election workers for all the elections in 2016. At the end of 2015 the State Legislature voted to eliminate straight party voting in all future elections. This elimination of the ability to vote straight party will add to the already expected long voting lines in the General Election on November 8, 2016.

**AFFORDABLE HOUSING REGIONAL EQUITY LEADERSHIP GROUP MEETING**- A meeting of the Regional Equity Leadership Group was held on February 10, 2016 at 200 N. Main in Ann Arbor. Supervisor Stumbo and Clerk Lovejoy Roe attended this meeting on behalf of Ypsilanti Township. The group reviewed the 2016 Equity Housing first Annual Report. There was a lot of discussion about the establishment of working groups to focus on demand side solutions; and one focused on supply-side solutions to reaching the goals of the Affordable Housing Study and the Leadership Group.

**REGIONAL TRANSPORTATION AUTHORITY**- Clerk Lovejoy Roe attended a Joint Policy/Technical Committee Meeting on Wednesday, February 10, 2016. The focus was on BEST: Michigan Avenue. The focus is on studying the alternatives to move people through public transportation, both commuter rail and Bus Rapid Transit (BRT) from the western edge of Washtenaw County all the way to Detroit, via the Michigan Ave corridor. The meeting involved review of very detailed evaluation of both types of transportation systems and alternatives for each type. The information shared included evaluation of many rail station areas, environmental impacts, and capital costs of different service plans and a breakdown of the segments of the system route. The RTA (Regional Transportation Authority) is planning a millage request to support the Regional options on the November, 2016 ballot.

**REIMAGINE WASHTENAW**-Clerk Lovejoy Roe attended the Reimagine Washtenaw meeting on Tuesday, February 9, 2016. The meeting included a presentation and update on the BEST:Michigan Ave. Corridor Study being conducted by the

Regional Transportation Authority (RTA). The Mid-Block Crossing study for the County Service Center was updated. There was discussion around funding for art at the super stops. Community updates were also provided by MDOT, City of Ypsilanti and Ypsilanti Township.

**WASHTENAW URBAN COUNTY EXECUTIVE COMMITTEE MEETING**-The Urban County Executive meeting was attended by Clerk Lovejoy Roe on Tuesday, January 26, 2016. A proposed change to the HOME funding was presented that will be voted on at the next meeting that involves Habitat funding. The schedule of meetings was discussed and voted on changing for the remainder of the year. The Priority Proposals were presented and discussed. It was agreed that the Augusta Township proposal would not be considered. The remaining two projects including one submitted from Ypsilanti Township working with Habitat for weatherization projects in the Sugarbrook neighborhood were reviewed. The decision on funding the priority projects will be voted on at the February meeting. There was also an update on the Affordable Housing RFP.

**WAYFINDING PROJECT**-Supervisor Stumbo and Clerk Lovejoy Roe attended a meeting on Friday, January 29, 2016 regarding the tourism signage project in both the City of Ypsilanti and the Township of Ypsilanti, called Wayfinding, to discuss final proposals for both sign design and locations. The township is planning on using CTAP funds and some township funds, if approved by the township board to contribute to the funding for the Wayfinding Project.

**PASSPORTS**-The Clerk's office processed over 60 passports for the Eastern Michigan University Athletic Department for football players. The EMU Athletic Department was very grateful that the Clerk's department provided this service to their department and they presented the entire Clerk's staff a small gift of EMU apparel in expression of their gratitude. It was a great effort of cooperation between Ypsilanti Township and EMU that provided service to EMU and the township received the funds for processing the passports. Plans are underway to continue this service to EMU. The number of passports for 2016, even without the EMU passports, is on its way to breaking records. A great amount of staff time is taken up by the issuance of passports.

**MML INSURANCE RENEWAL**- The Township Clerk's office together with the Residential Services Department has been working and meeting with the representative from MML, our insurance provider to finalize changes and additions to the insurance policy for 2016. The policy is now complete and a representative will be attending a board meeting in the near future to present a dividend check to the township. The rate did go up for 2016, with the additions and a slight overall general rate increase that all communities received.



# TREASURER REPORT

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THERE IS NO WRITTEN TREASURER REPORT

# TRUSTEE REPORT

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THERE IS NO WRITTEN TRUSTEE REPORT

# ATTORNEY REPORT

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GENERAL LEGAL UPDATE

# **OLD BUSINESS**

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# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2016-03

(In Reference to Ordinance 2016-458  
Amending Ordinance 2015-449)

*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**  
**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 April indicating that if grass, weeds and other vegetation are not cut or destroyed by 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 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

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

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To: Karen Lovejoy Roe, Clerk  
From: Mike Radzik, OCS Director  
Copy: Township Board; Township Attorney; OCS staff  
Re: **Request to approve Ordinance 2016-458 amending Charter Township of Ypsilanti Code of Ordinances, Chapter 66 entitled Vegetation**  
Date: January 25, 2016

Attached please find a proposed ordinance and resolution that amends Chapter 66 of the Code of Ordinances regarding vegetation. This amendment is necessary to clarify code language concerning notice publication, compliance and enforcement fees.

The changes are designed to more accurately recover administrative costs associated with vegetation enforcement, as well as extend the statutory notice period one week earlier to cover the active enforcement start-up period. These changes update the ordinance to meet current demands.

The requested changes include:

- Amend the administrative fee from a flat 15% to a flat dollar amount to be determined by Board resolution each year. In 2014, the administrative fee averaged \$5.25 per enforcement mow which was only a fraction of the true administrative cost of enforcement.
- Amend the statutory notice period from June 1st to Memorial Day. This annual period is the earliest date that OCS staff can order a property to be mowed without following the standard notice of violation process. It effectively moves the notice period about one week earlier, as OCS traditionally stockpiles mow orders during that time frame.
- Amend the notice publication date from the month of March to the month of April. This will afford more time to publish the notice and move the publication closer to the actual implementation date.

Please add this item on the February 2, 2016 agenda for consideration by the Board.



**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  
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.

**Severability**

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

**Publication**

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

**Effective date**

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

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

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To: Karen Lovejoy Roe, Clerk  
From: Mike Radzik, OCS Director  
Copy: Township Board; Township Attorney; OCS staff  
Re: **Request to approve Ordinance 2016-461 amending Article IV of Chapter 48 of the Code of Ordinances for Vacant Properties**  
Date: January 20, 2016

Attached please find a proposed ordinance and resolution that amends Article IV of Chapter 48 of the Code of Ordinances regarding vacant properties. This amendment is necessary to clarify code language concerning vacant property offered for sale.

At the time of adoption of the original ordinance for vacant single family homes, the Board of Trustees engaged in thoughtful consideration and debate about whether to include vacant property offered for sale. A review of the meeting minutes by Attorney Angela King confirmed that the Board's intent was to include vacant property that is offered for sale.

Code enforcement staff from the Office of Community Standards has encountered instances in which the definition of vacant property contained in the code has been construed to exempt vacant property that is offered for sale. This is contrary to the legislative intent.

The proposed ordinance amends the definition of vacant property to specifically include vacant property offered for sale as being within the meaning of the term "vacant property" and therefore subject to the requirements of the ordinance.

I respectfully request that the Board of Trustees consider approving this ordinance at its next available regular meeting.

# 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 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 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.

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

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To: Karen Lovejoy Roe, Clerk  
From: Mike Radzik, OCS Director  
Copy: Township Board; Township Attorney; OCS staff  
Re: **Request to approve Ordinance 2016-460 amending Charter Township of Ypsilanti Code of Ordinances, Chapter 26 entitled Blight**  
Date: January 25, 2016

Attached please find a proposed ordinance and resolution that amends Chapter 26 of the Code of Ordinances regarding blight. This amendment is necessary to clarify code language concerning outdoor storage of building materials.

The requested change deletes *“or unless the building materials are enclosed within an obscuring fence or wall of a minimum height of six feet”*.

Please place this item on the February 2, 2016 agenda for consideration by the Board.

# **NEW BUSINESS**

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**CHARTER TOWNSHIP OF YPSILANTI  
2016 BUDGET AMENDMENT #3**

February 16, 2016

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$116,524.00**

Increase budget and re-budget for the Veteran's Drive project approved in 2015 by \$100,000. The final work for Veteran's Drive to be completed as weather permits. Since the project will continue longer, OHM our engineer & planning advisors, will need additional fees to close out the project. This will also include the new signage for the property. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$100,000.00
			<u>\$100,000.00</u>
		Net Revenues	<u>\$100,000.00</u>
Expenditures:	Capital Outlay - Veteran's Drive Project	101-970-000-976.007	\$100,000.00
			<u>\$100,000.00</u>
		Net Expenditures	<u>\$100,000.00</u>

Increase budget for duct cleaning work to be done on the Civic Center and 14B District Court by the lowest quote received from Amistee Air Duct Cleaning. This will be funded by a transfer of funds into the General Fund from the 14B District Court.

Revenues:	Transfer in From 14B Court	101-000-000-697.236	\$16,524.00
			<u>\$16,524.00</u>
		Net Revenues	<u>\$16,524.00</u>
Expenditures:	Contractual Services	101-265-000-818.001	\$16,524.00
			<u>\$16,524.00</u>
		Net Expenditures	<u>\$16,524.00</u>

**206 - FIRE FUND**

**Total Increase \$65,134.00**

Increase budget for payouts of accumulated time and mediation settlement for 1 firefighter leaving our service. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$47,432.00
			<u>\$47,432.00</u>
		Net Revenues	<u>\$47,432.00</u>
Expenditures:	Salaries Pay Out PTO & Sick time	206-206-000-708.004	\$47,432.00
			<u>\$47,432.00</u>
		Net Expenditures	<u>\$47,432.00</u>

Increase budget for payouts of accumulated compensation and banked vacation time for 1 firefighters who is retiring and entering the Drop Program in March of 2016. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$17,702.00
			<u>\$17,702.00</u>
		Net Revenues	<u>\$17,702.00</u>
Expenditures:	Salaries Pay Our Retirees	206-206-000-708.005	\$17,702.00
			<u>\$17,702.00</u>
		Net Expenditures	<u>\$17,702.00</u>

**CHARTER TOWNSHIP OF YPSILANTI  
2016 BUDGET AMENDMENT #3**

February 16, 2016

**236 - 14B DISTRICT COURT FUND**

Total Increase **\$16,524.00**

Increase budget and approve transfer of funds to the General Fund to pay for air duct cleaning services. Ususally we would split the service, but the last time the ducts were cleaned at the Civic Center and the Court it was paid completely by the General Fund. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$16,524.00
		Net Revenues	<u>\$16,524.00</u>
Expenditures:	Transfer to General Fund	236-136-000-969.101	\$16,524.00
		Net Expenditures	<u>\$16,524.00</u>

**584 - GOLF COURSE FUND**

Total Increase **\$33,205.00**

Increase budget and approve new line items for the revenue line "Sale of Food & Beverage" and the expenditure line "Cost of Sales Food & Beverage". We would like to keep tract of the food and beverage separate from the pro shop merchandise. We anticipate growth in sales for food and beverage. This will be funded by a combination of a line transfer and an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	584-000-000-699.000	\$9,000.00
	Sales Merchandise Pro Shop	584-000-000-650.000	(\$24,000.00)
	Sales Food & Beverage	584-000-000-650.005	\$35,000.00
		Net Revenues	<u>\$20,000.00</u>
Expenditures:	Cost of Sales Food & Beverage	584-584-000-757.008	\$20,000.00
		Net Expenditures	<u>\$20,000.00</u>

Increase budget for the purchase of a new Toro Pro Pass 200 Mower with extra package from Spartan Distributors, an approved vendor with MiDeal, in the amount of \$13,205. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	584-000-000-699.000	\$13,205.00
		Net Revenues	<u>\$13,205.00</u>
Expenditures:	Capital Outlay - Other	584-584-000-971.000	\$13,205.00
		Net Expenditures	<u>\$13,205.00</u>

Budgetary Line Items Transfers - Golf Course update 2016 Budget meeting on 2-2-16 with the Supervisor, Accounting Director, Golf Pro Manager, and the Grounds Keeper lead to the follow budget line transfers. Even though it has been resolved that the Township Supervisor is authorized to approve transfers of budgetary funds within a cost center in consultation with the Department Director and/or the Accounting Director we thought it appropriate to notify the Board of the numerous changes. These line transfers result in a zero net effect to the total budget.

Decreases	Operating Supplies Pro Shop	584-584-000-757.002	(\$500.00)
	Cost of Sales Pro Shop Merchandise	584-584-000-757.007	(\$5,000.00)
	Contractual Services	584-584-000-818.000	(\$2,000.00)
	Gas & Oil Other Equip	584-584-000-867.100	(\$3,000.00)
		Net Decrease	<u>(\$10,500.00)</u>
Increases	Wages Temp Maintenance	584-584-000-707.001	\$3,000.00
	Seed Planting Chemicals	584-584-000-783-002	\$3,000.00
	Seed Planting Soil	584-584-000-783.003	\$2,500.00
	Tree Maintenance	584-584-000-784.004	\$1,500.00
	Professional Services	584-584-000-801.000	\$500.00
		Net Increase	<u>\$10,500.00</u>

Motion to Amend the 2016 Budget (#3):

Move to increase the General Fund budget by \$116,524 to \$8,797,978 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$65,134 to \$5,234,679 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund by \$16,524 to \$1,459,845 and approve the department line item changes as outlined.

Move to increase the Golf Course Fund budget by \$33,205 to \$681,791 and approve the department line item changes as outlined.

**RESOLUTION 2016-01**  
**(In Reference to Ordinance 2016-456)**

*Smoking Lounge – Regulatory*  
*Amending the Code of Ordinances Chapter 22 Entitled Businesses*  
*to Include Smoking Lounge Licensing and Regulation*

**Whereas**, smoking lounge businesses which allow patrons to smoke tobacco and non-tobacco products on the premises have been operating in the Township; and

**Whereas**, there have been an increasing number of incidents which required police response, including large numbers of smoking lounge patrons congregating during the evening hours in parking areas, impeding nearby businesses, disturbing the peace, leaving behind trash and broken alcohol bottles, fights, smoking fumes, alcohol consumption in parking areas, generating complaints from neighboring businesses and residents; and

**Whereas**, establishing reasonable and uniform smoking lounge licensing requirements and regulations for the operation of such businesses is in the interest of public health and safety; and

**Whereas**, proposed ordinance 2016-456 requires that all smoking lounges operating in the Township obtain a license and comply with specific standards and regulations;

**Now Therefore**,

**Be it resolved**, that Ordinance No. 2016-456 is hereby adopted by reference.

**PROPOSED ORDINANCE NO. 2016-456**

*An Ordinance Amending the Code of Ordinances  
Charter Township of Ypsilanti, Chapter 22  
Entitled **Businesses** to  
Include Smoking Lounge Licensing and Regulations*

The Charter Township of Ypsilanti hereby ordains that Chapter 22 of the Code of Ordinances for Ypsilanti Township, entitled "Businesses" is hereby amended as follows:

**ADD** the following new article:

**ARTICLE VII. - SMOKING LOUNGES**

**DIVISION 1. - GENERALLY**

**Sec. 1. - Purpose.**

Since the state enacted Public Act 188 of 2009 to prohibit smoking in public places smoking lounges have become increasingly popular. Cigar bars and tobacco specialty retail stores that qualify and were in existence on May 1, 2010, are exempt from the smoking in public prohibition.

The Potential adverse impacts associated with smoking lounges have been identified as large numbers of patrons during the evening and night time, crowds overflowing into parking areas and impeding on nearby businesses, leaving behind trash, broken alcohol bottles and debris, incidents requiring police response, fights, alcohol possession on unlicensed premises, traffic, noise, and complaints from neighboring businesses and residents. The purpose of this article is to regulate smoking lounges for the public health, safety, and welfare of the township and persons within its jurisdictional boundaries; to prevent access to tobacco and non-tobacco smoking products by minors at these establishments, and to prevent the spread of smoke fumes to adjacent properties, and persons passing by these establishments.

This article is designed to establish reasonable and uniform regulations to prevent potential adverse impacts relating to these establishments. The regulations adopted are designed to provide objective and orderly procedures for the administration of this article.

**Sec. 2. - Definitions.**

For purposes of this article, the words, terms, and phrases shall be defined as follows:

Cigar shall mean any roll of tobacco weighing three or more pounds per 1,000, which roll has a wrapper or cover consisting of tobacco.

Cigar bar shall mean an establishment or area within an establishment that is open to the public and is designated for the smoking of cigars that has a state issued exemption certificate.

Disqualifying criminal act shall mean any of the following:

- (1) Any of the following misdemeanor or felony offenses under any of the following statutes, as amended, for which less than seven years elapsed since the date of conviction or the date of release from confinement for the conviction, whichever is the later date:

- a. Michigan Penal Code, Chapter X, Arson and Burning;
  - b. Michigan Penal Code, Chapter XI, Assaults, except MCL 750.81(1) and (2);
  - c. Michigan Penal Code, Chapter XVII, Bribery and Corruption;
  - d. Michigan Penal Code, Chapter XXII, Compounding Offenses;
  - e. Michigan Penal Code, Chapter XXVA, Criminal Enterprises;
  - f. Michigan Penal Code, Chapter XXVIII, Disorderly Persons;
  - g. Michigan Penal Code, Chapter XXXI, Embezzlement;
  - h. Michigan Penal Code, Chapter XXXIII, Explosives, Bombs, Harmful Devices;
  - i. Michigan Penal Code, Chapter XXXIV, Extortion;
  - j. Michigan Penal Code, Chapter XLIII, Frauds and Cheats;
  - k. Michigan Penal Code, Chapter XLIV, Gambling;
  - l. Michigan Penal Code, Chapter XLV, Homicide;
  - m. Michigan Penal Code, Chapter XLVIII, Indecency and Immorality;
  - n. Michigan Penal Code, Chapter LVIII, Mayhem;
  - o. Michigan Penal Code, Chapter LXVII, Prostitution;
  - p. Michigan Penal Code, Chapter LXVIIA, Human Trafficking;
  - q. Michigan Penal Code, Chapter LXXVI, Sexual Conduct;
  - r. Michigan Penal Code, Chapter LXXVIII, Robbery;
  - s. Michigan Penal Code, Chapter LXXXIII-A, Michigan Anti-Terrorism Act;
  - t. Controlled Substances—Offense and Penalties, MCL § 333.7101 et seq.;
  - u. Taxation-Prohibited Acts, including tax evasion, MCL § 205.27.
- (2) Any attempt, solicitation, or conspiracy to commit one of the foregoing offenses; or
- (3) Any offense enumerated in the Code of Ordinances which substantially corresponds to one of the foregoing state offenses; or
- (4) Any offense in another jurisdiction that, had the predicate act(s) been committed in the state, would have constituted any of the foregoing offenses.

Influential interest shall mean any of the following:

- (1) Actual power to operate or control the operation, management, or policies of a current or prospective business; including the manager of the prospective business; or
- (2) Ownership of a financial interest in the business, or ownership of an interest that is ten percent or more of the total interest of a current or prospective business, including such business entities as a firm, partnership, limited partnership, association, limited liability company, or corporation; or

- (3) Holding an office, such as, e.g., president, vice president, secretary, treasurer, managing member, managing director, etc., in a legal entity which operates a current or prospective business.

Minor shall mean any person under 18 years of age.

Non-tobacco smoking products or substances shall include any product or substance that can be consumed by smoking such as, but not limited to: e-cigarettes, bidis, kreteks, clover cigarettes, herbal cigarettes, electronic and herbal hookah, steam stones, smoking gels or other smoked product.

Premises shall mean the location for which a smoking lounge establishment operates under a state issued exemption certificate and includes the land, and all improvements located thereon, including the primary building and all accessory and out-buildings, and is not limited to the smoking area.

Sale shall mean, the exchange, barter, traffic, furnishing, or giving away of tobacco products and non-tobacco smoking products and substances which is regulated by the state and pursuant to this article.

Smoking lounge shall mean an establishment that allows smoking of tobacco products or non-tobacco products or substances on the premises. The term "smoking lounge" includes, but is not limited to, facilities commonly described as cigar bars and lounges; hookah bars, cafes and lounges; tobacco bars and lounges; tobacco clubs or zero percent nicotine establishments

State shall mean the State of Michigan.

State issued exemption certificate shall mean a valid exemption certificate issued by the state for the premises, from the Public Act 188 of 2009 smoking in public ban which allows indoor smoking on the premises in compliance with the Act.

Tobacco product shall mean a product that contains tobacco and is intended for human consumption, including, but not limited to, cigars, cigarettes, non-cigarette smoking tobacco or smokeless tobacco as defined by the Tobacco Products Tax Act, MCL 205.422.

Tobacco specialty retail store shall mean an establishment that has a state issued exemption certificate and for which the primary purpose is the retail sale of tobacco products, non-tobacco smoking products and substances, and smoking paraphernalia.

## DIVISION 2. - LICENSE

### Sec. 3. - Business license required.

A person shall not operate a smoking lounge in the township without first obtaining a smoking lounge business license issued pursuant to the provisions of this article.

### Sec. 4. - Application.

- (a) Information required. An applicant for a smoking lounge license shall annually file in person at the office of the township clerk, a completed application made on a form provided by the clerk. The application shall be signed as required herein and shall be notarized. An application shall be considered complete when it contains, for each person

required to sign the application, the information and/or items required in paragraphs (1) through (9) below, accompanied by the required fee.

- (1) The applicant's full legal name and any other names used by the applicant in the preceding seven years. If the applicant is a partnership, corporation, limited liability company, or other legal entity, then all persons with an influential interest in the entity shall be deemed an applicant and shall provide the information required by this article. Each applicant must be qualified under section 5, and each applicant shall be considered a licensee if a license is granted.
- (2) Current business address or another mailing address of the applicant.
- (3) Written proof of identity, in the form of a driver's license or a copy of a birth certificate accompanied by a picture identification document issued by a governmental agency.
- (4) The proposed business name, location, parcel identification number, mailing address and phone number.
- (5) A copy of the state issued exemption certificate for the premises; or if a transfer has been applied for, a copy of the application filed with the state.
- (6) The name and business address of the designated local agent who is responsible to supervise the premises and activities and who is authorized to receive service of process.
- (7) A statement of whether any applicant has been convicted of or has pled guilty or nolo contendere to a disqualifying criminal act as defined in this article, and if so, specify each criminal act involved, including the date, place, and jurisdiction of each, as well as, the dates of conviction and release from confinement, where applicable. This statement shall be accompanied by an authorization to conduct a criminal background check.
- (8) A statement as to whether any applicant has ever had a license revoked under the penalty provisions of the Michigan Liquor Control Code, PA 58 of 1998, as amended.
- (9) A statement as to whether any business in which an applicant has had an influential interest, has, in the previous seven years, and at the time during which the applicant had the influential interest:
  - a. Been declared by a court of law to be a nuisance, as defined under the Revised Judicature Act, MCL 600.3801; or
  - b. Been subject to a court order of closure or padlocking.
- (10) A statement of nature of proposed operation.

The information provided pursuant to paragraphs (1) through (10) of this subsection shall be supplemented in writing by certified mail, return receipt requested, to the township clerk within ten working days of a change of circumstances which would render the information originally submitted false or incomplete.

- (b) Signature required. If a person who wishes to operate the business is an individual, the person shall sign the application. If a person who wishes to operate a business is other than an individual, each person with an influential interest in the business shall sign the application for a license as applicant.



- (c) Disclosure. The information provided by an applicant in connection with an application for a license under this article shall be maintained by the township clerk's office and all personal information shall be deemed confidential and may be disclosed only as required by law or by court order.

Sec. 5. - Issuance of license.

- (a) Pre-existing businesses. All smoking lounges operating pursuant to a valid certificate of occupancy on the effective date of this article are hereby granted a de facto temporary license to continue operating for a period of 90 days following the effective date. During this period all smoking lounge businesses shall apply for a license pursuant to this article; and by the expiration date of 90 days shall conform to all requirements for issuance of a license.
- (b) Application review. Upon the filing of a completed application for a smoking lounge business license, the township clerk shall forward a copy to the following departments: Office of Community Standards, the Planning Department and the Washtenaw County Sheriff's Department, and any other necessary department(s), to review the application for compliance with the requirements of all applicable ordinances and codes.
- (c) The township clerk shall either issue a license to the applicant or issue to the applicant a written notice denying the application. The township clerk shall issue a license unless:
  - (1) Information. An applicant has failed to provide information as required by section 4 for issuance of a license, or has falsely answered a question or a request for information on the application form;
  - (2) Fee. The license application fee required by this article has not been paid;
  - (3) State exemption certificate. The applicant does not have a valid state issued exemption certificate, the state has denied the application for a transfer, or the exemption has been revoked;
  - (4) Code compliance. The subject premises lacks a current certificate of occupancy or does not comply with applicable building, zoning, plumbing, mechanical, electrical, health, property maintenance or fire prevention codes. Upon filing an application for a building permit, plan review, or certificate of occupancy, the applicant shall also file a copy with the township clerk;
  - (5) Ventilation and parking. The Department of Community Standards indicates that the premises lack the ventilation and/or parking required for the proposed use;
  - (6) Unpaid fees. Any of the reviewing departments or divisions has indicated that there are unpaid fees or uncured violations under its purview related to the subject premises;
  - (7) Ownership/lease. The business does not own the premises for which a license is sought or does not have a current lease for the proposed licensed premises;
  - (8) Previous revocation/non-renewal. An applicant has had a smoking exemption revoked, or not renewed for cause, in the last two years

under this article or a comparable municipal ordinance or state law, whether in the state or otherwise;

- (9) Prior nuisance. Any business in which the applicant has had an influential interest, has, in the previous seven years, and at the time during which the applicant had the influential interest:
    - a. Been declared by a court of law to be a nuisance, as defined under the Revised Judicature Act, MCL 600.3801; or
    - b. Been subject to an order of closure or padlocking.
  - (10) Disqualifying criminal act. An applicant has been convicted of, or pled guilty, or nolo contendere or no contest, to a disqualifying criminal act as defined in this article, or has had a license suspended under the Michigan Liquor Control Code;
  - (11) Additional licensing. The business is not licensed to do business in the state or has not obtained a sales tax license.
- (d) Reservation of authority. Notwithstanding anything to the contrary in this article, no applicant has a right to the issuance of a license; and the township hereby reserves the right to determine who, if anyone, shall be entitled to the issuance of such a license, based on the objective criteria listed in this article which relate to concerns for public health, safety, and welfare as identified herein.
  - (e) License contents; posting; possession. The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the number of the license issued to the licensee(s), the expiration date, and, the address of the business. The business license shall be posted in a conspicuous place at or near the entrance to the business so that it may be read at any time.
  - (f) Other laws applicable. Nothing in this article shall be construed to exempt the licensee from any other requirements set forth by township ordinance, state or federal law.

#### Sec. 6. - Fees.

The fees for a license under this article shall be established by resolution adopted by the township board and shall be placed on file, and made available, at the office of the township clerk.

#### Sec. 7. - Inspection.

Filing an application for a smoking lounge shall constitute consent to inspection by township officials as provided herein, for the purpose of ensuring compliance with the specific regulations of this article. During township business hours or at other mutually agreeable time, the applicant shall allow the representatives of township departments onto the property and into the proposed licensed premises to complete an inspection. This section shall be narrowly construed by the township to authorize reasonable inspections of the licensed premises pursuant to this article.

#### Sec. 8. - Transfer of license.

- (a) A licensee shall not transfer the license to another, nor shall a licensee operate a smoking lounge under the authority of a license at any place

other than the address designated in the smoking lounge license application. Any transfer shall be grounds for suspension and revocation. A proposed transfer shall require a new application be filed and shall be subject to the same procedures, standards and fees required for a new license. Each location operated by a licensee requires a separate license.

- (b) Approval of the transfer of a state issued exemption certificate by the state shall not abrogate the requirement to apply for and obtain a smoking lounge license as required by this article. There shall be no transfer into the Charter Township of Ypsilanti of a State of Michigan Exemption Permit under the Dr. Ron L. Davis Act of 2009; MCL 333.12601, et seq., as amended.

#### Sec. 9. - Annual license, expiration.

The license issued under this article shall be valid for a period of one year from the date of issue, unless otherwise suspended or revoked. A renewal license shall be obtained within 30 days following expiration of the current license, and may be renewed only by making application and payment of the fee as required by this article.

### DIVISION 3. - DENIAL, SUSPENSION, REVOCATION, HEARING

#### Sec. 10. - Denial.

In the event the township clerk issues a written notice to deny for failure to comply with the requirements of section 5, the provisions of section 13 providing for an appeal hearing shall apply.

#### Sec. 11. - Suspension.

The township clerk shall suspend the license for a period of 30 days if the licensee has knowingly violated this article or has knowingly allowed an employee to violate this article. Upon receiving notice of a violation, the clerk shall issue a written notice to suspend, which shall include the grounds for the suspension, the effective date of the suspension, and that the licensee may within 20 days, request in writing, an appeal hearing before the township board pursuant to the provisions of section 12. The suspension shall take effect 21 days after the date of the notice of suspension.

#### Sec. 12. - Revocation; non-renewal.

- (a) Violation after previous suspension. The township clerk shall issue a written notice of revocation if the licensee knowingly violates this article or has knowingly allowed an employee to violate this article and the licensee's license has been suspended within the previous 12-month period.
- (b) Grounds for revocation/non-renewal. The township clerk shall issue written notice to revoke or non-renewal of the license if:

- (1) The licensee would not meet the standards set forth in section 5 if the licensee were an applicant for a new license.
  - (2) The licensee has knowingly or recklessly allowed two or more violations of the regulations of this article in the preceding 12-month period.
  - (3) The licensee has knowingly or recklessly allowed a nuisance, as defined under the Revised Judicature Act, MCL 600.3801, to be maintained upon the premises.
  - (4) The subject premises have existing violations of building, zoning, plumbing, mechanical, electrical, health or fire prevention codes.
  - (5) The operation of the licensed establishment has resulted in a pattern of patron conduct in the neighborhood of the establishment that continually and substantially disturbs the peace, order, and tranquility of the neighborhood.
  - (6) The licensee has failed to maintain the grounds and exterior of the licensee's establishment by allowing litter, debris, and/or refuse to unreasonably remain on the property or adjoining properties.
  - (7) The licensee knowingly or recklessly operated the business during a period of time when the license was suspended.
  - (8) The licensee has knowingly or recklessly engaged in illegal activity or allowed any illegal activity to occur in or on the licensed premises, or has been found liable for a violation of the state liquor control code.
- (c) Effect of appeal of conviction. The fact that any relevant conviction is being appealed shall have no effect on the revocation/non-renewal of the license, provided that, if any conviction which serves as a basis of a license revocation/non-renewal is overturned or reversed on appeal, that conviction shall be treated as null and of no effect and the license shall be reinstated.
- (d) Effective date. The revocation/non-renewal shall not take effect for 21 days from the date of the notice of revocation/non-renewal.
- (e) Appeal. The written notice to revoke/non-renewal, shall include the grounds for the revocation/non-renewal, the effective date of the revocation/non-renewal, and that the licensee may request in writing, within 20 days of the date of the notice of suspension, or revocation/non-renewal, an appeal hearing before the township board pursuant to the provisions of section 12. If not appealed, the suspension shall take effect 21 days after the date of the notice of suspension.

### Sec. 13. - Appeal hearing.

- (a) Notice of hearing. Upon receipt of a request for appeal, the township board shall provide the licensee with notice and an opportunity to be heard. The township board shall serve notice upon the licensee by certified mail, not less than 20 days prior to the hearing date. The notice shall state:
- (1) The date, time and place of the hearing.
  - (2) A statement that the licensee may present evidence and testimony, and may be represented by an attorney.

(b) Hearing and decision. The hearing shall be conducted by the township board and shall be open to the public. The township board shall submit to the licensee a written statement of its findings, decision, specific grounds for its decision, and a statement that the decision may be appealed to a court of competent jurisdiction.

#### DIVISION 4. - REGULATIONS

##### Sec. 14. - Zoning requirements.

A smoking lounge may only be located in permitted zoning districts as identified in Appendix A to this Code of Ordinances, the zoning ordinance.

##### Sec. 15. - Limitation.

There shall be no more than five smoking lounge businesses granted licenses and operating in Ypsilanti Township at any given time.

##### Sec. 16. - Hours of operation.

Businesses operating a licensed smoking lounge shall be closed between the hours of 1:00 a.m. and 8:00 a.m. on any day. No one shall be allowed on the premises except employees after midnight. Only a minimum of three employees shall remain on the premises after midnight and shall carry proof of employment, such as an identification badge.

The manager and/or employees shall provide proof of employment when requested to do so by a member of the police department. Only employees and/or contractors shall remain on the premises after closing and shall carry proof of employment.

##### Sec. 17. - Local agent on premises.

The licensee, or the local agent designated in the application, shall remain on the premises while open for business to supervise the activities and shall be responsible to ensure compliance with the regulations of this article. In the event a licensee changes the local agent, the licensee shall immediately notify the clerk in writing of the name and business address of the new local agent. All managers or local agents shall be over the age of 21 years old.

##### Sec. 18. - Mechanical ventilation required.

Mechanical ventilation shall be supplied in compliance with the Michigan Mechanical Code to ensure sufficient ventilation of the smoking lounge. The recirculation and the natural ventilation of air from the smoking lounge is prohibited; and the air supplied to the smoking lounge shall be exhausted and discharged to an approved location in compliance with the Michigan Mechanical Code.

##### Sec. 19. - Off-street parking required.

Off-street parking shall be provided for the smoking lounge business. The minimum amount of parking shall be calculated by utilizing the parking requirements listed for bars and lounges contained in the zoning ordinance.

Sec. 20. - Storage lockers prohibited.

Storage lockers shall be prohibited on the premises of a smoking lounge, except that on-site humidors may be permitted in the smoking area of a cigar bar.

Sec. 21. - Outdoor activities prohibited.

There shall not be any outdoor activities, outdoor public admission events, or outdoor seating. The business activities shall be conducted wholly indoors. In no event shall designated on-site parking areas be used for any other purpose than parking of passenger vehicles. To ensure that the smoke is contained within the smoking area, all windows and doors shall remain closed to ensure that the smoke does not infiltrate nonsmoking areas and is not emitted to passersby.

Sec. 22. - Loitering, exterior lighting and monitoring requirements.

It shall be the duty of the licensee or the designated local agent to:

- (1) Signs. Post conspicuous signs stating that no loitering is permitted on the premises; no minors are permitted on the premises; and patrons must leave the parking area immediately upon close of the business;
- (2) Monitor. Designate one or more employees to monitor, while the premises are open for business, the activities of persons on the premises by visually inspecting the interior and exterior of the premises at least once every 90 minutes or inspecting the premises by use of video cameras and monitoring;
- (3) Exterior. Ensure lighting of the exterior premises is provided, including all parking areas, for visual inspection and security. All exterior lighting shall comply with all provisions of the zoning ordinance;
- (4) Parking area. The licensee shall ensure that patrons are not parking in adjacent or neighboring parking lots or in residential areas that are not part of the parking area approved on the site plan for the licensed premises.

Sec. 23. - Disturbing the peace.

The licensee or local agent shall be responsible to maintain the premises to ensure there is not a violation of disturbing the peace.MCL 750.170. If the licensee or designated local agent is convicted of disturbing the peace, the conviction shall be grounds for revocation, denial or suspension of a license.

## Sec. 24. - Prohibited activities.

It is unlawful for a licensee or local agent to knowingly violate the following regulations or to knowingly allow an employee, patron or any other person to violate the following regulations. The licensee or local agent shall remove anyone violating the following regulations:

- (1) Minors prohibited. No one shall be allowed on the premises of a smoking lounge business unless the individual is 18 years of age or older. The licensee and local agent shall ensure that identifications of individuals on the premises have been checked to determine that every individual is 18 years of age or older before entry into the premises. The exit doors shall be monitored to ensure that no one is attempting to gain secret entry into the premises. A sign shall be posted near the entrance stating "No one under the age of 18 allowed."
- (2) Alcoholic liquor. No person shall sell, offer for sale, trade, provide, allow, possess, consume or attempt to consume any alcoholic liquor on the premises unless the licensee has obtained the appropriate license from the Liquor Control Commission pursuant to MCL 436.1101 et seq., as amended.
- (3) Nudity prohibited. No one shall be allowed on the premises of a smoking lounge business to appear nude or in a state of nudity.
- (4) Controlled substances prohibited. It shall be unlawful to sell or permit to sell, offer for sale, trade, provide, allow, possession, consumption or attempt to consume any controlled substance on the premises in violation of Article 7 of the Public Health Code, MCL 333.1101 et seq.

## Sec. 25. - Penalties and enforcement.

A person who violates or fails to comply with any of the provisions of this article shall be guilty of a misdemeanor, punishable by a maximum fine of \$500.00 and/or a maximum of 90 days imprisonment. Each day a violation is committed, or permitted to continue, it shall constitute a separate offense and shall be treated as a separate offense.

### **Rights and Remedies are Cumulative**

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

### **Severability**

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, subsections, sentences, clauses or phrases by declared unconstitutional.

**Publication**

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

**Effective date**

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



# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

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### Memorandum

**To:** Board of Trustees  
**From:** Joe Lawson, Planning Director  
**Date:** February 8, 2016  
**Re:** First Reading to Amend Chapter 22 “Businesses”  
Ordinance 2016-456 “Smoking Lounges”

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As a companion ordinance to the Zoning Ordinance Text Amendment (2016-462), please find attached proposed ordinance 2016-456 which if approved, would amend Chapter 22 of the Code of Ordinance, “Businesses”, to include licensing and regulatory requirements for Smoking Lounges in the Township.

*Recommendation:*

As this is a companion ordinance and is intended to work in concert with the regulations noted within the proposed zoning ordinance text amendment, for all of the reasons noted within the zoning ordinance text amendment memorandum dated February 8, 2016, staff requests that the Board approve the first reading of ordinance 2016-456 as presented and attached hereto.

**RESOLUTION 2016-09**  
**(In Reference to Ordinance 2016-462)**

Amending the Townships Zoning Code, Ordinance 74  
Adopted May 18, 1994, Article II, Section 201 (Definitions)  
and Article XI (General Business Districts) to Define Smoking  
Lounges and Regulate Their Location

**Whereas**, smoking lounge businesses which allow patrons to smoke tobacco and non-tobacco products on the premises have been operating in the Township; and

**Whereas**, there have been an increasing number of incidents which required police response, including large numbers of smoking lounge patrons congregating during the evening hours in parking areas, impeding nearby businesses, disturbing the peace, leaving behind trash and broken alcohol bottles, fights, smoking fumes, alcohol consumption in parking areas, generating complaints from neighboring businesses and residents; and

**Whereas**, zoning ordinance 2016-462 (1): defines what the term “smoking lounge” means; (2) establishes the zoning district and minimum distances between “smoking lounges” ; and

**Whereas**, proposed ordinance 2016-462 is in the interest of public health, safety and welfare;

**Now Therefore**,

**Be it resolved**, that Ordinance No. 2016-462 is hereby adopted by reference.

# ORDINANCE NO. 2016-462

*An Ordinance amending the Township's Zoning Code, Ordinance 74 adopted May 18, 1994, Article II, Section 201 (Definitions) and Article XI (General Business Districts) to define smoking lounges and regulate their location.*

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

1. **ADD** the following to Section 201 definitions:

*Smoking lounge:* Smoking lounge shall mean an establishment that allows smoking of tobacco products or non- tobacco products or substances on the premises. The term "smoking lounge" includes, but is not limited to facilities commonly described as cigar bars and lounges, hookah bars, cafes and lounges, tobacco bars and lounges, tobacco clubs or zero percent nicotine establishments.

2. **ADD** the following provision to Article XI B-3 General Businesses, Section 1102 Uses Permitted Subject to Special Conditions:

Smoking lounges subject to the following:

- a. No such business shall be located with 2,500 feet of a similar business.
- b. A valid smoking lounge business license issued by the Township Clerk for the premises.
- c. A minimum number of off-street parking calculated by utilizing the parking requirements for bars, lounges, taverns, and nightclubs.

## **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.

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

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### Memorandum

**To:** Board of Trustees  
**From:** Joe Lawson, Planning Director  
**Date:** February 8, 2016  
**Re:** First Reading Zoning Ordinance Text Amendment 2016-462  
"Smoking Lounges"

---

Please find attached a draft zoning ordinance text amendment to section 201, definitions and section 1102, Uses permitted subject to special conditions within a B-3, general business district. The intent of the prepared draft is to regulate the location of what is defined within the attached draft ordinance as a "smoking lounge".

Since the state enacted Public Act 188 of 2009 to prohibit smoking in public places smoking lounges have become increasingly popular. Cigar bars and tobacco specialty retail stores that qualify and were in existence on May 1, 2010, are exempt from the smoking in public prohibition by way of a special permit issued by the State of Michigan.

The potential adverse impacts associated with smoking lounges have been identified as large numbers of patrons during the evening and night time, crowds overflowing into parking areas and impeding on nearby businesses, leaving behind trash, broken alcohol bottles and debris, incidents requiring police response, fights, alcohol possession on unlicensed premises, traffic, noise, and complaints from neighboring businesses and residents. The purpose of this proposed amendment is to regulate smoking lounges for the public health, safety, and welfare of the township's residents, business owners and persons within its jurisdictional boundaries; to prevent access to tobacco and non-tobacco smoking products by minors at these establishments, and to prevent the spread of smoke fumes to adjacent properties, and persons passing by these establishments.

This proposed amendment has been designed to establish reasonable and uniform regulations to prevent potential adverse impacts relating to these establishments. The regulations, if adopted are further designed to provide objective and orderly procedures for the administration of this ordinance.

As presented, a smoking lounge is defined as an establishment that allows smoking of tobacco products or non-tobacco products or substances on the premises. The term "smoking lounge" includes, but is not limited to facilities commonly described as cigar

bars and lounges, hookah bars, cafes and lounges, tobacco bars and lounges, tobacco clubs or zero percent nicotine establishments.

On January 26, 2016, the Township Planning Commission held the necessary public hearing in order to make a recommendation to the Township Board of Trustees in relation to the proposed zoning ordinance text amendment. During the public hearing, no public comments were noted though the Commission did support a staff recommendation to change the original separation requirement between smoking lounges from 1,500-feet to 2,500-feet in order to further enhance the protection of our community. At the conclusion of the public hearing, the following motion was approved by the Commission:

*“Motion by Sinkule, Support by Richie to recommend approval to the Township Board of Trustees, the proposed text amendments to section 201(definitions) and section 1102 (Uses Permitted Subject to Special Conditions within a B-3 general business district) of the Township Zoning Code in order to protect the public health, safety and welfare by regulating the location of smoking lounges within the community.*

*This motion is further made with the following recommended changes:*

- *The separation between such businesses shall be increased from 1,500-feet to 2,500-feet in order to enhance the protection of our community.*

A revised copy of the proposed ordinance has been attached hereto for the Board’s consideration.

It should also be noted that the prepared set of regulations are separated into two separate ordinances, and staff is requesting the Board considering approving the first reading of both the zoning ordinance amendment and the prepared regulatory ordinance as attached. The regulatory ordinance was also provided to the Planning Commission for review but as a regulatory ordinance, does not require any action by the Commission as it will fall under the jurisdiction of the Township Board.

*Recommendation:*

*Staff along with the Township Planning Commission recommend that the Board of Trustees approve the first reading of Ordinance 2016-462 in order to amend the Township Zoning Ordinance Sections 201, definitions and 1102 Uses permitted subject to special conditions in order to protect the health, safety and welfare of the community by regulating the location of smoking lounges within our business districts.*

**\*\*LEGAL NOTICE\*\***  
**NOTICE OF PUBLIC HEARING**  
**TO CONSIDER A**  
**ZONING ORDINANCE**  
**TEXT AMENDMENT**

Please take notice that a public hearing has been scheduled by the Charter Township of Ypsilanti Planning Commission to be held on **Tuesday, January 26, 2016** at approximately **6:30 p.m.** to consider an amendment to the Ypsilanti Township Zoning Code. The hearing is scheduled to take place in the Civic Center Board Room, located at 7200 S. Huron River Drive, Ypsilanti Michigan, Washtenaw County, to consider an amendment to **Article II, Section 201 (definitions) and Article XI, Section 1102 (B-3 general business)** of the Township Zoning Ordinance in order to include by special use and regulate **smoking lounges** within the general business district. All are invited to attend the public hearing to comment on, or raise objections, if any, to the proposed amendment of the Ypsilanti Township Zoning Ordinance No. 74, as adopted in accordance with the provisions of the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended.

**Summary of the proposed Zoning Ordinance text amendment:**

**If approved, the amendment will regulate by way of a special conditional use permit the establishment of Smoking Lounges within the B-3 general business districts. The amendment further proposes to regulate setbacks between such uses and further requires the issuance of a license by the Township.**

The complete text of Article(s) II and XI, as proposed for amendment are available for inspection in the Office of Community Standards, located within the Township Civic Center, or call (734) 485-3943 for more information. Please address written comments to:

**Ypsilanti Township  
Planning Commission  
7200 S. Huron River Drive  
Ypsilanti, Michigan 48197**  
or by email at: [planning@ytown.org](mailto:planning@ytown.org)

Larry Krieg, Secretary

Published: Thursday, January 7, 2016  
01/07

**YpsiTwp- PH 1/26 ZO Text Amend**

**AFFIDAVIT OF PUBLICATION**

**\*\*LEGAL NOTICE\*\* NOTICE OF PUBLIC HEARING TO CONSIDER A ZONING ORDINANCE TEXT AMENDMENT**  
Please take notice that a public hearing has been scheduled by the Charter Township of Ypsilanti Planning Commission to be held on Tuesday, January 26, 2016 at approximately 6:30 p.m. to consider an amendment to the Ypsilanti Township Zoning Code. The hearing is scheduled to take place in the Civic Center Board Room, located at 7200 S. Huron River Drive, Ypsilanti Michigan, Washtenaw County, to consider an amendment to Article II, Section 201 (definitions) and Article XI, Section 1102 (B-3 general business) of the Township Zoning Ordinance in order to include by special use and regulate smoking lounges within the general business district. All are invited to attend the public hearing to comment on, or raise objections, if any, to the proposed amendment of the Ypsilanti Township Zoning Ordinance No. 74, as adopted in accordance with the provisions of the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended. Summary of the proposed Zoning Ordinance text amendment: If approved, the amendment will regulate by way of a special conditional use permit the establishment of Smoking Lounges within the B-3 general business districts. The amendment further proposes to regulate setbacks between such uses and further requires the issuance of a license by the Township. The complete text of Article(s) II and XI, as proposed for amendment are available for inspection in the Office of Community Standards, located within the Township Civic Center, or call (734) 485-3943 for more information. Please address written comments to: Ypsilanti Township Planning Commission 7200 S. Huron River Drive Ypsilanti, Michigan 48197 or by email at: [planning@ytown.org](mailto:planning@ytown.org) Larry Krieg, Secretary Published: Thursday, January 7, 2016  
01/07

(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 January 7, 2016 A.D.



Sheila Pursglove

Subscribed and sworn before me on this 7th day of January 2016 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#: 1262175



## **RESOLUTION 2016-06**

### **Authorizing the Charter Township of Ypsilanti to Accept the 27.96 Acres of Vacant Land Located on the South Side of South Huron River Drive, Ypsilanti Township from Property Owners Robert Sloan and Barry Sloan and for the Designated Township Officials to Execute All Documents Required in Order to Effectuate this Conveyance of Vacant Property to Ypsilanti Township**

**WHEREAS**, on **November 2, 2015** the attorney for the owners of the 27.96 acres of vacant land located on the south side of South Huron River Drive to wit: Thomas E. Daniels advised that the owners of said real property to wit: Robert Sloan and Barry Sloan, respectively, wish to convey their interests in this property to the Charter Township of Ypsilanti as a charitable contribution for public purposes within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986 as amended; and

**WHEREAS**, the property owners of said real property provided an appraisal of the 27.96 acres of vacant land that was prepared by Weime, Rende and Associates, P.C. with the date of valuation being **October 22, 2015**; and

**WHEREAS**, the appraisers formed a professional opinion that the fair market value of the fee simple interest of the 27.96 acres of vacant property as of **October 22, 2015** was **\$1,850,000.00**, which appraisal was submitted to the Township's Assessing Department for Review; and

**WHEREAS**, on **November 9, 2015** Ypsilanti Township Planning Director Joe Lawson confirmed that the subject property is currently zoned RM-2, Multi-Family Residential which would allow said property owners to construct up to 206 apartment units if developed in accordance with the Township's zoning regulations as well as the agreements that are in place governing the development of this property; and

**WHEREAS**, on **November 24, 2015** the attorney for the property owners provided a copy of a title search issued by Absolute Title Inc. confirming that the 27.96 acres of real property is titled in the names of Robert Sloan and Barry Sloan and that said property was owned free and clear by the owners subject to the release of an Assignment of Interest for Security Purposes previously recorded on **June 17, 1999**; and

**WHEREAS**, on **December 16, 2015** Kimberly Cox, the Commercial Loan Servicing manager for Talmer Bank and Trust executed a **“Discharge of Assignment of Interest for Security Purposes”** thereby allowing said property to be conveyed by the owners to the Township free and clear of any liens and/or encumbrances; and

**WHEREAS**, on **November 24, 2015** the attorney for the property owners provided a copy of the **“Phase One Environmental Site Assessment”** for the 27.96 acres of vacant property prepared by NTH Consultants Ltd; and

**WHEREAS**, it was the opinion of NTH Project Manager Bhushan C. Modi that in regards to the 27.96 acres of vacant land that **“We have performed a Phase One Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527 of the 28-Acre vacant property located on South Huron River Drive in Ypsilanti, MI. Any exceptions to, or deletions from, this practice are described in this report. This Assessment has revealed no evidence of recognized environmental conditions in connection with the property”**; and

**WHEREAS**, on **December 29, 2015** Attorney Thomas E. Daniels delivered to the Township a Warranty Deed conveying said property from Robert Sloan and Barry Sloan to the Charter Township of Ypsilanti; and

**WHEREAS**, on **January 19, 2016** the Ypsilanti Township Board of Trustees accepted the Warranty Deed effective **December 29,**

**2015** subject to the receipt and approval of a Donation Agreement between the property owners and the Charter Township of Ypsilanti; and

**WHEREAS**, on Friday **February 5, 2016** the attorney for the property owners submitted a **“Donation Agreement”** along with attendant exhibits confirming the foregoing substantive provisions of this Resolution which Donation Agreement has been reviewed and determined to be in proper form, a copy of said Donation Agreement being attached hereto;

**NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:**

1. That the Township hereby reaffirms its acceptance of the Warranty Deed dated **December 29, 2015** and authorizes Township legal counsel to ensure that the Warranty Deed along with the Discharge of Assignment of Interest for Security Purposes are recorded with the Washtenaw County Register of Deeds.

2. That the Township hereby authorizes Supervisor Brenda L. Stumbo and Clerk Karen Lovejoy Roe to execute the attached Donation Agreement on behalf of the Charter Township of Ypsilanti as well as all other necessary documents that are required in order to effectuate this conveyance of vacant property to Ypsilanti Township as a charitable contribution for public purposes within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986 as amended.

3. That Township Planning Director Joe Lawson be authorized to update the Township’s Zoning Map and Future Land Use Map to reflect the conveyance of this property from the property owners to the Charter Township of Ypsilanti.

# **DONATION AGREEMENT**

**DONATION OF REAL PROPERTY**

**BY**

**ROBERT SLOAN AND BARRY SLOAN**

**TO**

**THE CHARTER TOWNSHIP OF YPSILANTI**

## **DONATION AGREEMENT**

This Donation Agreement is between Robert A. Sloan, a/k/a Robert Sloan, and Barry Sloan, 3000 Town Center, #711, Southfield, Michigan 48075 and 11631 Otsego Street, Valley Village, California 91601, respectively, (“Donors”) and the Charter Township of Ypsilanti, a Michigan municipal corporation, 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 (“Donee”), collectively, the “parties.”

### **1.0 RECITALS**

**1.1** The Donee is a municipal corporation of the State of Michigan.

**1.2** The Donors own certain Real Property comprised of approximately 27.96 acres of vacant land, located in the Township of Ypsilanti, legally described in attached **Exhibit A**, together with all rights, privileges and appurtenances belonging thereto, (“Real Property”).

**1.3** The Real Property is contiguous to and abuts other vacant land owned by the Donee municipality, which other vacant land is contiguous, abuts and is connected to the Donee’s civic center campus which includes the Donee’s civic center, offices and departments, court house and courts, and other municipal buildings and functions.

**1.4** By Warranty Deed the Donors donated and contributed the Real Property to the Donee as a “charitable contribution” for public purposes within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended, and the Donee has accepted such donation.

**1.5** This Donation Agreement will serve to specify the terms and conditions of the donation and Donee’s acceptance of the donation.

### **2.0 AGREEMENT**

**2.1 Donation and Acceptance.** Donors donated, conveyed and transferred to Donee, and Donee has received and accepted from the Donors, all of the Donors’ right, title and interest in and to the Real Property subject to the terms, conditions and provisions of this Agreement.

**2.2 Donative Intent.** The Real Property is donated by the Donors to Donee as a charitable gift for a public purpose. Donors shall have no further right, title or interest in the Real Property and this Donation Agreement shall not constitute an encumbrance upon the land.

**2.3 Conveyance.** The conveyance by the Donors of the Real Property to Donee was by Warranty Deed, dated December 29, 2015, delivered to and accepted by Donee on that date, a copy of which is attached as **Exhibit B**.

**2.4 Title.** Donor has provided to Donee a copy of the most recent title search completed with respect to the Real Property, which is dated October 9, 2015, and the original of a document that supplements that title search, being a Discharge of Assignment of Interest for

Security Purposes, which is dated December 16, 2015, copies of which are attached as **Exhibit C**.

**2.5 Environmental.** Donor has provided to Donee the most recent and only known Phase I Environmental Site Assessment report on the Real Property, which is dated November 24, 2015, a copy of which is attached as **Exhibit D**.

**2.6 Easement.** The donation includes an easement to the benefit of the Real Property by which the owner of the Real Property is authorized and permitted to drain on-site water to and into a 9 acre retention pond located on land owned by the Donee municipality that borders the Real Property.

**2.7 Donor Warranties and Representations.**

**2.7.1** The Real Property is conveyed on an “AS IS” and “WHERE IS” basis in its present state and condition and the Donors disclaim all warranties and representations concerning the Real Property.

**2.7.2** The Donors have all necessary power and authority to enter into this Donation Agreement to perform and carry out the terms and conditions required of them hereunder.

**2.7.3** The Donors are not a “non-resident, alien, foreign corporation,” “foreign partnership,” “foreign limited liability Donor,” “foreign trust” or “foreign estate” within the meaning of the Internal Revenue Code and any related Treasury regulations.

**2.8 Donee Warranties, Representations and Acknowledgments.**

**2.8.1** Donee warrants and represents that it is a municipal corporation under the laws of and a political subdivision of the State of Michigan and had and has the power and authority to receive and accept the donation and to enter into this Donation Agreement.

**2.8.2** Donee acknowledges that it has not relied and does not rely upon any warranties, representations, or statements concerning the Real Property other than those that are included in this Donation Agreement.

**2.8.3** Donee’s Board of Trustees has approved and accepted this donation and affirms and ratifies acceptance of the donation, effective December 29, 2015, and has authorized an appropriate representative of the Donee to execute this Donation Agreement and to execute any other instruments necessary and appropriate to complete and fully effectuate this transaction.

**2.9 Donors’ Documentation and Delivery of Instruments.** The following documents and instruments have been delivered by the Donor: The Warranty Deed, executed by the Donors, conveying to Donee all of the Donors’ right, title and interest in and to the Real Property; and, each and every document or item attached to this Donation Agreement. Such other

documents as may be reasonably necessary to effectuate the terms and conditions of this Donation Agreement shall be delivered.

**2.10 Donee's Documentation and Delivery of Instruments.** The following documents and instruments will be delivered by the Donee: One copy of a Donee Acknowledgement (Part IV) of Section B of IRS Form 8283, executed by Donee by an official authorized to do so. Such other documents as may be reasonably necessary to effectuate the terms and conditions of this Donation Agreement shall be delivered.

**2.11 Charges.** Donee will be responsible for the payment of the cost of recording the Warranty Deed, any Real Property transfer or conveyance fees, and any other costs and expenses required to effectuate the transfer affirmed and ratified by this Donation Agreement.

**2.12 Charitable Use.** Donors donate the Real Property for public purposes and the Donee accepts the Real Property for public purposes within the meaning of Internal Revenue Code Section 170(c)(1).

**2.13 Commissions and Fees.** Donors and Donee represent to each other that they have not dealt with any real estate agent or brokerage firm in connection with this Donation Agreement and are not aware of any real estate commissions that are or will become due to any agent or firm in connection with this transaction.

**2.14 Relationship of the Parties.** The parties agree that their relationship with respect to the donation herein is one of Donor and Donee only and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the parties with respect to such donation.

**2.15 Entire Agreement.** This Donation Agreement sets forth the complete understanding and agreement of the parties with respect to the Real Property and the transaction that is the subject of this Donation Agreement.

**2.16 Exhibits.** The Exhibits attached to this agreement are part of this Donation Agreement.

**2.17 Applicable Law and Binding Effect.** This Donation Agreement shall be construed and interpreted in accordance with the laws of the United States of America and the State of Michigan. This Donation Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**2.18 Counter Parts and Signatures.** This Donation Agreement may be signed in multiple, identical parts with the same effect as if the signatures thereof and hereto were upon the same instrument. This Donation Agreement will be binding with and by electronic or facsimile signatures.

EXECUTED on the date indicated.

**CHARTER TOWNSHIP OF YPSILANTI**

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATE: \_\_\_\_\_, 2016

By: \_\_\_\_\_

**Robert A. Sloan**  
**a/k/a Robert Sloan**

DATE: \_\_\_\_\_, 2016

By: \_\_\_\_\_

**Barry Sloan**

DATE: \_\_\_\_\_, 2016



## **RESOLUTION NO. 2016-10**

### **CREDIT CARD POLICY**

**WHEREAS**, Public Act 266 of 1995 authorizes a township to be a party to a credit card arrangement if the township board has adopted by resolution a written policy governing the control and use of credit cards, and

**WHEREAS**, the Charter Township Board deems that it is in the best interest of the township to make certain township financial transactions by using a credit card as described in the Act, and in a copy of the Charter Township of Ypsilanti Credit Card Policy being attached hereto; (attachment)

**NOW THEREFORE**, be it resolved that the Charter Township of Ypsilanti Board of Trustees hereby authorizes the Credit Card Policy to govern the use of township credit cards for procurements.

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



**Accounting**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 484-3702  
Fax: (734) 484-5154  
[www.ytown.org](http://www.ytown.org)

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# MEMORANDUM

**TO:** Charter Township of Ypsilanti Board of Trustees  
**FROM:** Javonna Neel, Accounting Director  
**DATE:** February 8, 2016  
**RE:** Board approval for Credit Card Policy

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I am requesting the Board of Trustees to approve a Credit Card Policy for the Charter Township of Ypsilanti in order to authorize and control the use of credit card and procurement card transactions.

The issuance of credit cards will be issued and limited to those individuals that demonstrate that the issuance will assist their ability to perform their assigned responsibilities and used specifically for the purchase of good or services for the official business of the Township. All Financial policies will be followed.

The Credit Card Policy states the purpose, definitions, issuance of procurement credit cards, procurement card use, monthly statement, violations/separation from service, and program administrators appointed for monitoring and reporting. Participating employees will be required to sign an acknowledgement of responsibilities form.

Credit Card Policy Attached

# Charter Township of Ypsilanti

## Procurement Card Program

### Credit Card Policy

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#### I. Purpose:

To authorize and control the use of credit card and procurement card transactions by elected officials and employees in compliance with Public Act 266 of 1995.

#### II. Definitions:

- A. "Credit card" and "procurement card" means a card or device issued under a credit card arrangement by a depository financial institution.
- B. "Credit card agreement" means an unsecured extension of credit for purchasing goods or services from the credit card issuer that is accessed with a credit card.
- C. "Credit card policy" means a policy adopted by resolution of The Charter Township of Ypsilanti.
- D. "Cardholder" means approved elected officials and employees who are issued a procurement credit card.

#### III. Issuance of Procurement Credit Cards:

- A. The Charter Township of Ypsilanti Board deems that it is in the best interest of the township to make certain township financial transactions by using a credit card as described in the Act.
- B. This issuance should be limited to those individuals that demonstrate that this issuance will assist their ability to perform their assigned responsibilities and used specifically for the purchase of goods or services for the official business of the township.
- C. The issuance of credit cards to elected officers, department heads and employees will be authorized by a panel to include the Supervisor, the Clerk, the Treasurer, the Deputy Treasurer and the Accounting Director. The Supervisor will appoint the Deputy Treasurer and the Accounting Director as the Program Administrators who will be responsible for accounting, monitoring, and retrieval and for overseeing compliance with this policy.
- D. Credit card limits will be set by a panel to include the Supervisor, the Clerk, the Treasurer, the Deputy Treasurer and the Accounting Director. Limits will be based upon departmental necessities, not to exceed the Acts stated limits.
- E. The Board will be provided a list annually of those employees who have been issued a credit card.
- F. All officers or employees issued a credit card will be required to sign an ***Acknowledgement of Responsibilities Agreement***. See Appendix A

#### **IV. Procurement Credit Card Use:**

- A. The credit card may be used for the purchase of goods or services related to the official business of the Charter Township of Ypsilanti. It is not to be used for any personal business.
- B. The officer or employee of the issued credit card is responsible for its protection and custody and shall immediately notify the township if the card is lost or stolen.
- C. The officer or employee issued a credit card shall return the credit card upon the termination of his or her employment or service in office.
- D. A purchase order is required for all credit card purchases, with the exception of an approved continuous monthly service billing.
- E. All purchasing procedures, rules, restrictions and other general policies can be found under the Township's Financial Policy. Strict adherence to the rules will be enforced by the Program Administrators.
- F. The officer or employee who uses a credit card shall, as soon as possible, submit a copy of the vendor's credit card slip to the Program Administrator in the accounting department. If no credit card slip was obtained that described the transaction, the employee shall submit a signed voucher that shows the name of the vendor or entity from which goods or services were purchased, the date and the amount of the transaction, the official business that required the transaction, and the chart of account number indicating the line item to which the transaction is to be charged. All credit card slips shall include this information as well. Vouchers shall also include a statement why a credit card slip was not obtained.

#### **V. Monthly Statements:**

- A. Officials and Employees who are issued cards will review the monthly statements and immediately report any discrepancies to the one of the Program Administrators. The Charter Township of Ypsilanti has 14 days from statement date to notify the Financial Institute of any disputed items.
- B. Cardholders must submit individual receipts detailing all of the materials or services purchased with the card.
- C. Once reviewed, the employee, and their supervisor will approve the bill and submit to the Program Administrator in Accounting Department.
- D. All credit card invoices must be approved before payment.
- E. The balance including interest due on the extension of credit under this arrangement shall be paid for within not more than 60 days of the initial statement date.

## **VI. Violations/Separation from service**

- A. Any card user found in violation of this policy will be forced to surrender the card and will be subject to disciplinary actions, as deemed appropriate by the Township Board.
  - a. Verbal counseling
  - b. Written reprimand
  - c. Suspension
  - d. Termination
  - e. Reimbursement to the Township for unauthorized expenditures and/or civil or criminal penalties
- B. Should an employee notify the Charter Township of Ypsilanti of their intent to separate from service, they are required to surrender the card upon receipt of their notice to leave the townships employment.

## **VII. Program Administrators - Monitoring & Reporting**

- A. The Deputy Treasurer and the Accounting Director will be the Program Administrators.
- B. The Program Administrator's shall maintain a list of all credit cards owned by the township in the Treasurer's Department along with the name of the officer and employee who have been issued the credit cards, the credit limit established, the date issued, and the date returned. Each Cardholder shall sign the *Acknowledgement of Responsibilities Agreement*.
- C. The Program Administrator's shall review each credit card statement as soon as possible to ensure that transactions comply with this policy. Any transactions that appear on the statements that are not documented with a credit card slip or a signed voucher shall be immediately investigated. Transactions that do not appear to comply with this policy shall be reported to the Township Board.
- D. The Township Board shall not approve a payment to the entity issuing the credit cards until all transactions have been verified, including the approval of all transaction invoices if issued.

# Appendix A: Credit Card Policy

## Acknowledgement of Responsibilities

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### Participating Employee Acknowledgment of Responsibilities

By participating in the Charter Township of Ypsilanti Procurement Credit Card Program as a Cardholder, you assume responsibilities pertaining to the operation of the Procurement Credit Card Program. Please see the Credit Card Policy Guidelines for a complete list of responsibilities, which include but are not limited to the following:

- The Charter Township of Ypsilanti Procurement Card is to be used for authorized Township business expenditures only. The Procurement Card may only be used within the policies and procedures outlined for the Procurement Card program.
- The Procurement Card will be issued in the name of the employee. By accepting the Card, the employee assumes responsibility for the card and will be accountable for all charges made with the Card. The Card is not transferable and may not be used by anyone other than the Cardholder.
- The Procurement Card must be maintained with the highest level of security. If the Card is lost or stolen, or if the Cardholder suspects the card or account number has been compromised, the Cardholder agrees to immediately notify the Comerica Bank and the Program Administrator. Oral notification is to be followed up by written confirmation.
- On a monthly basis, the Cardholder will receive a statement listing all activity associated with the Card and have 14 days from statement date to notify Comerica Bank of any disputed items. This activity will include purchases and credits made during the reporting period. While the Cardholder will not be responsible for making payments, the Cardholder will be responsible for the verification and reconciliation of all Account activity. This will be turned into the Program Administrator in the accounting department as stated in the Credit Card Policy.
- Cardholder's Account will be subject to periodic internal control reviews and audits. By accepting the Card, the Cardholder agrees to comply with these reviews and audits. The Cardholder will be asked to produce the Card to validate its existence and produce statements and receipts to verify appropriate use.
- No subsequent invoice should be received from the vendor related to any Procurement Card purchases.
- Misuse, including, but not limited to, personal use or unauthorized use and/or fraudulent use of the Card will result in disciplinary action, up to and including termination and/or civil or criminal penalties.

By signing below, I acknowledge that I have read and agree to the terms and conditions of the document. I certify that as a participating cardholder of the Charter Township of Ypsilanti's Procurement Card Program, I understand and assume the responsibilities listed above.

Employee Signature \_\_\_\_\_ Title \_\_\_\_\_  
Name (Print) \_\_\_\_\_ Date \_\_\_\_\_  
Authorized by: \_\_\_\_\_ Title \_\_\_\_\_  
Name (Print) \_\_\_\_\_ Date \_\_\_\_\_

## **RESOLUTION NO. 2016-11**

### **OWNERS DAM SAFETY PROGRAM (ODSP)**

**WHEREAS**, the Charter Township of Ypsilanti, in Washtenaw County Michigan, currently holding a license with the Federal Energy Regulatory Commission (FERC) to operate the Ford Lake Hydroelectric Project (Project) #5334, and

**WHEREAS**, the FERC requires the Charter Township of Ypsilanti to develop, implement, fund and continue to support the ODSP, per the FERC guidelines, for the Project until such time that the Charter Township of Ypsilanti releases ownership or the Project is no longer under the jurisdiction of the FERC, and

**WHEREAS**, the ODSP document clearly defines the responsibility for the Charter Township of Ypsilanti and its employees, and consultants, and

**WHEREAS**, the purpose of this Resolution is not new to the Charter Township of Ypsilanti, but rather a re-dedication to dam safety and the responsibilities that come with owning the Project, and

**WHEREAS**, by the action of this document, the Charter Township of Ypsilanti is showing commitment to FERC to operate a safe Project, prioritizing safety over any other goals, and

**NOW THEREFORE**, be it resolved that the Charter Township of Ypsilanti Board of Trustees acknowledges the Owners Dam Safety Program to maintain compliance with the FERC and define the role of Charter Township of Ypsilanti related to the Project.

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



**Hydro Station**

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

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# MEMORANDUM

**TO: Charter Township of Ypsilanti Board of Trustees**

**FROM: Michael Saranen, Hydro Operator/Manager**

**DATE: February 5, 2016**

**RE: Hydro Station- Owner Dam Safety Program (ODSP)**

In 2013, the Board adopted the Owners Dam Safety Program (ODSP) as part of the FERC requirements to improve dam safety at hydroelectric facilities.

Part of the program is an audit to see how the owner program is performing. In 2015 the first was audit performed and in general is meeting the intent of the FERC guideline. My recommendation is that Resolution 2013-30 be reviewed annually and reaffirmed by the Board annually.

Please place on the February 16<sup>th</sup> Board agenda 2016 ODSP Resolution under new Business.



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



## Residential Services

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 484-0073  
Fax: (734) 544-3501  
[www.ytown.org](http://www.ytown.org)

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# MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Jeff Allen, Director-Residential Services

Date: February 8, 2016

RE: Approval of an amendment to the Vet's Drive contract with OHM in the amount of \$9,000 and budgeted in account # 101.970.000.976.007

Please see the attached memo from OHM outlining an update of Vet's Drive & a budget amendment for the work left to do.

As you recall, when we started this project it was scheduled to be done by the end of October. We then added 3 more projects to the Vet's Drive project, which meant the ending date would be pushed back.

We have withheld around \$60,000 in payment to Anglin as an incentive to finish this project in the spring. The project also will be under budget by about \$90,000.

OHM is asking for the additional monies to do the proper supervision and inspection for the work that is left to do by Anglin.

Matt Parks will be present should you have any questions.

February 3, 2016

Jeff Allen  
Director of Residential Services Department  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

RE: Veterans Drive Update & Budget Amendment Request

Dear Mr. Allen:

The Veterans Memorial Drive has overall been a successful project despite somewhat progressing slowly, and some lingering items to address once the weather permits this spring. Anglin Civil, LLC. performed efficiently when on the job site. During the duration of the project, additional work was added to the contract as described below:

- Phase two of the private drive
- Removing and replacing the Veterans Memorial sidewalk from the memorial to Huron River Drive
  - Coordination between the Veterans and Township
  - Additional materials testing performed by G2 Consulting Group
- Replacing the culvert at the drive approach at Huron River Drive
- Reconstruction of two storm sewer structures between the former police department parking lot and the Civic Center parking lot
- Reconstruction of one sanitary sewer structure at the entrance of the Civic Center building (near the flag pole)
- Lowering the existing sanitary sewer lead to the Township Yard Building
- Coordination to resolve the lighting conduit conflicts

Despite the delays and additions to the project, the project is projected to be approximately \$90,000.00 under budget, after the restoration that is scheduled for the spring. The contractor has submitted for extension of time and we have reviewed this request. At the conclusion of the project, we will recommend any liquidated damages due to delays. Currently, accumulated liquidated damages is one (1) day. As these delays and additions were added, so was OHM Advisors' time spent on the site inspecting, weekly progress updates of the project to the Township, and efforts to get the contractor on-site to complete the work. Because of this, OHM Advisors is currently at its approved budget and still needs to follow up this spring and closeout the contract.

The contractor is expected to complete the project in the Spring of 2016. The outstanding items that remain are as follows:

- Restoration
- Minor grading to ensure positive drainage around a few catch basins near the memorial
- Preliminary walkthrough
- Punch list items
- Final walkthrough
- Final estimate and closeout of the project



In anticipation of completing the remaining work, we are requesting a budget amendment in the amount not to exceed \$9,000.00 to closeout the project. The work as described above is approximately 9-10 days of effort. As mentioned in Aaron Berkholz's e-mail dated December 15, 2015, Anglin Civil has until May 14, 2016 to complete the outstanding items of work before liquidated damages fees begin.

We truly appreciate the opportunity to work with the Township on this project and think the road and the fact that construction came in under budget is a huge positive for the Township.

If you have any questions or comments, please don't hesitate to contact me at (734) 522-6711 or at [matt.parks@ohm-advisors.com](mailto:matt.parks@ohm-advisors.com).

Sincerely,  
OHM Advisors

---

Matthew D. Parks, P.E.

cc: Brenda Stumbo, Charter Township of Ypsilanti  
Karen Lovejoy-Roe, Charter Township of Ypsilanti  
Lisa Garrett, Charter Township of Ypsilanti  
Larry Doe, Charter Township of Ypsilanti  
Joe Lawson, Charter Township of Ypsilanti  
Jessica Howard, OHM Advisors  
Aaron Berkholz, OHM Advisors

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

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To: Karen Lovejoy Roe, Clerk  
From: Mike Radzik, OCS Director  
Copy: Township Board; Township Attorney; OCS staff  
Re: **Request to authorize litigation, if necessary, to abate a public nuisance at 166 Ecorse Rd; \$5,000 legal expenses budgeted in account 101-950.000-801.023**  
Date: February 8, 2016

### 166 Ecorse Rd

On January 7, 2016, the Office of Community Standards inspected this vacant commercial building with an accessory structure using an administrative warrant after its owners failed to show up for a scheduled inspection pursuant to the Vacant Property Registration ordinance. As a result of the inspection the building was condemned and the certificate of occupancy was revoked.

This badly blighted building, which is highly visible at the corner of Ecorse Rd and Parkwood Ave, was ordered to be repaired or demolished. No action has been initiated by the property owners, Naser Salim and Dari Bassam of Pittsfield Twp, and there is no indication that they intend to comply.

This building, which formerly housed a business known as the La Espiga Dorada Market, has been vacant with utility services disconnected for at least one year. Since that time the property owners have twice inquired about converting it into a used car lot and were informed of the site improvements that would be necessary. They never applied for a special conditional use permit, yet presented a request to approve a state automobile dealer's license for the site. The request was denied by the planning director for good cause.

Over the past year, the property owners have been cited several times for blight violations, including uncut grass and weeds in the parking lot and clothing donations bins with open bags of clothing and trash strewn around the ground. On December 18, 2015 the building was found standing open and was boarded up by OCS.

I respectfully request your consideration to authorize legal action, if necessary, to abate this public nuisance for the betterment of the community. Please contact me with questions or concerns.

CHARTER TOWNSHIP OF YPSILANTI



# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

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### Memorandum

**To:** Board of Trustees  
**From:** Joe Lawson, Planning Director  
**Date:** February 12, 2016  
**Re:** Request to set a public hearing to consider the creation of an Industrial Development District (IDD)”

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Please be advised that the Township Clerk’s office recently received a request from VMAX USA LLC to be located at 1879 West Michigan Avenue for the creation of an Industrial Development District.

Pursuant to Public Act 198 of 1974, in order to create such a district, the Township Board of Trustees must first schedule and hold a public hearing in order to take comments from the general public.

With that said, I respectfully request that the Board of Trustees schedule the necessary public hearing for Tuesday, March 15, 2016 at approximately 7:00pm to consider the creation of the requested Industrial Development District as associated with the parcels described here in along with the forthcoming 27,500 square-foot VMAX USA industrial facility to be located at 1879 West Michigan Avenue, parcel K-11-39-350-027.

If you should have any additions or need any additional information, please feel free to contact me at your convenience.

1879 West Michigan Avenue  
Parcel K -11-39-350-027  
Legal Description

COMMENCING AT A POINT IN THE SOUTH LINE OF FRENCH CLAIM 690, 856 FT EASTERLY OF THE SW COR OF FRENCH CLAIM 690 TH N 15-48-52 W 611.93 FT; TH N 55-28-29 E 90 FT; TH N 15-48-52 W 435 FT; TH N 15-28-29 E 290 FT; TH S 15-38-32 E 235 FT; TH N 55-28-29 E 60.53 FT; TH S 65-24-59 E 310.93; TH S 72-7-1 E 425.67; TH S 15-38-28 E 476.96 FT; TH S 72-13-14 W 548.44; TH S 71-42-32 W 458.32 FT TO THE POB CONTAINING 18.8 +/- AC BEING A PART OF THE WEST 120 AC FRENCH CLAIM 690 T3S R7E WASHTENAW COUNTY MICHIGAN SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD IF ANY

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0 West Michigan Avenue  
Parcel K-11-39-350-001

YP#39-24B-1; COM AT SW COR OF FRENCH CLAIM 690, TH N 71-37-00 E 1315.40 FT ALONG NORTH LINE OF SAID FRENCH CLAIM NO. 690, TH N 72-13-14 E 548.44 FT TO POB; TH N 15-38-32 W 768.81 FT; TH N 74-12-32 E 204.02 FT; TH S 15-38-32 E 18.53 FT; TH N 55-39-50 E 200 FT; TH N 15-38-32 W 620.51 FT; TH N 55-39-50 E 583.86 FT ALONG THE SOUTH RIGHT-OF-WAY OF LINE OF MICHIGAN AVENUE (100 FT TOTAL WIDTH); T S 22-21-00 E 1591.19 FT ; TH S 72-13-14 W 1133.17 FT TO POB. BEING PART OF FRENCH CLAIM NO. 690, SEC 17, T3S-R7E, 29.42 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD IF ANY

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1705 West Michigan Avenue  
Parcel K-11-39-350-004

COMM AT THE SW COR OF STEVENS RECREATION PARK AS RECORDED IN LIBER 5 OF PLATS ON PAGE 35 OF WASHTENAW COUNTY RECORDS, TH, S 15-43 E 92.84 FT FOR A POB, TH NE 139.04 FT ALONG THE S LINE OF MICHIGAN AVE ( U.S. 12) AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SE, RADIUS 57,245.79 FT, CENTRAL ANGLE 0-8-20, CHORD N 55-35-50 E 139.04 FT, TH N 55-40-00 E 76.32 FT, TH S 15-43- E 601.98 FT, TH S 74-17 W 204.02 FT, TH N 15-43 W 533.26 FT TO THE POB. BEING A PART OF FRENCH CLAIM 690 T3S R7E CONT 2.66 +/- AC SUBJECT TO EASEMENTS OR RESTRICTIONS OF RECORD IF ANY.



0 West Michigan Avenue  
Parcel K-11-39-350-002

YP#39-24-A; COM AT SW COR OF FRENCH CLAIM 690; TH NELY IN SOUTH LINE OF FC 690 1863.84 FT; TH N 15-45-00 W 1351.75 FT IN A LINE PARALLEL TO W LINE OF FC 690; TH N 54-15-00 E 215.36 FT FOR POB; TH N 55-40-00 E 200 FT; TH S 15-43-00 E 620.21 FT; TH S 55-40-00 W 200 FT; TH N 15-43-00 W 620.21 FT TO POB. EXCLUSIVE OF ANY RIGHT OF WAY EASEMENT FOR MICHIGAN AVENUE, CONTAINING 2.70 ACRES +/- . SEC 17, T3S-R73, (LEGAL DESCRIPTION NOT VERIFIED WITH SURVEY. CORRECTED 01/05/99)

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1725 West Michigan Avenue  
Parcel K-11-39-350-005

YP#39-21 COM AT SW COR OF FRENCH CLAIM 690, TH NELY 1863.84 FT IN THE S LINE OF FRENCHCLAIM 690, TH N 13 DEG 36' W 1298.54 FT IN A LINE PARALLEL TO THE W LINE OF FRENCH CLAIM 690 FOR A PL OF BEG, TH S 13 DEG 36' E 494 FT, TH S 76 DEG 24' W 94 FT, TH N 13 DEG 36' W 459.80 FT TO THE S LINE OF CHICAGO ROAD, TH NELY 100 FT ON THE S LINE OF SAID ROAD TO THE PL OF BEG, BEING A PART OF FRENCH CLAIM 690 FRENCH CLAIM 690 T3S R7E 1.10 AC.

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1737 West Michigan Avenue  
Parcel K-11-39-350-006

YP#39-20 COM AT SW COR OF FRENCH CLAIM 690, TH NELY 1863.84 FT IN THE S LINE OF FRENCHCLAIM 690, TH N 13 DEG 36' W 1298.54 FT PARALLEL TO THE W LINE OF FRENCH CLAIM 690, TH S 57 DEG 27' W 100 FT IN THE S LINE OF THE CHICAGO ROAD FOR A PL OF BEG, TH S 13 DEG 36' E 200 FT, TH S 57 DEG 27' W 75 FT, TH N 13 DEG 36' W 200 FT, TH N 57 DEG 27' E 75 FT TO THE PL OF BEG, BEING A PART OF FRENCH CLAIM 690 FRENCH CLAIM 690 T3S R7E 0.34 AC.

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1777 West Michigan Avenue  
Parcel K-11-39-350-009

YP#39-22C COM AT SW COR OF FRENCH CLAIM 690, TH NE'LY 1863.84 FT IN THE S LINE OF FRENCHCLAIM 690, TH N 13 DEG 36' W 1351.74 FT PARALLEL TO THE W LINE OF FRENCH CLAIM 690, TH S 57 DEG 27' W 375 FT IN THE CENTER LINE OF THE CHICAGO RD FOR A PL OF BEG, TH S 13 DEG 36' E 235 FT, TH S 57 DEG 27' W 110 FT, TH N 13 DEG 36' W 235 FT, TH N 57 DEG 27' E 110 FT IN THE



CENTER LINE OF THE CHICAGO RD TO THE PL OF BEG, BEING A PART OF  
FRENCH CLAIM 690 FRENCH CLAIM 690 T3S R7E 0.56 AC.

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1797 West Michigan Avenue  
Parcel K-11-39-350-010

YP#39-17A COM AT SW COR OF FRENCH CLAIM 690, TH NELY 1863.84 FT IN THE  
S LINE OF FRENCHCLAIM 690, TH N 13 DEG 36' W 1351.75 FT PARALLEL TO THE  
W LINE OF FRENCH CLAIM 690, TH S 57 DEG 27' W 485 FT IN THE CENT OF THE  
CHICAGO ROAD FOR A PL OF BEG, TH S 13 DEG 36' E 235 FT, TH S 57 DEG 27' W  
102 FT, TH N 13 DEG 36' W 235 FT, TH N 57 DEG 27' E 102 FT TO THE PL OF BEG,  
BEING A PART OF FRENCH CLAIM 690 FRENCH CLAIM 690 T3S R7E 0.55 AC.

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1805 West Michigan Avenue  
Parcel K-11-39-350-011

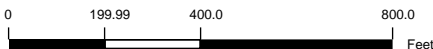
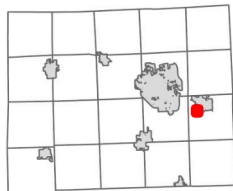
YP#39-17B COM AT THE SW COR OF FRENCH CLAIM 690, TH NELY 1863.84 FT IN  
THE S LINE OF FRENCHCLAIM 690, TH N 13 DEG 36' W 1351.75 FT PARALLEL TO  
THE W LINE OF FRENCH CLAIM 690, TH S 57 DEG 27' W 587 FT IN THE CENT OF  
THE CHICAGO RD FOR A PL OF BEG, TH S 13 DEG 36' E 235FT, TH S 57 DEG 27'  
W 100 FT, TH N 13 DEG 36' W 235 FT, TH N 57 DEG 27' E 100 FT TO THE PL OF  
BEG, BEING A PART OF FRENCH CLAIM 690 FRENCH CLAIM 690 T3S R7E 0.54  
AC.

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W. Michigan IDD



1: 4,800

2/16/2016



NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of lands in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.





February 4, 2016

Ms. Karen Lovejoy Roe  
Township Clerk  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

Dear Ms Lovejoy Roe :

Abraham Ghaleb -owner of Anchors Realty- respectfully requests that Ypsilanti Township establish an Industrial Development District for our property located at 1879 W. Michigan Ave, Ypsilanti, Mi 48197 (parcel ID K-11-39-350-027) in anticipation of a new building.

The new owner occupied 27,500 sq ft facility will be used as the new headquarters for VMAX USA; an alternative energy company offering product, assembly and system design for solar, wind, marine and medical applications.

I look forward to hear from you soon.

Sincerely,

*Abraham Ghaleb*

Anchors Realty/VMAX USA,LLC

Abraham Ghaleb

Owner.

# OTHER BUSINESS

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# **AUTHORIZATIONS AND BIDS**

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



**Green Oaks  
Golf Course**

1775 E. Clark Road  
Ypsilanti, MI 48198  
Phone: (734) 485-0881  
Fax: (734) 485-1992

*Charter Township of Ypsilanti*

From: Director of Golf, Justin Blair, PGA

Date: 2/8/16

Subject: Request for approval to purchase the TORO ProPass 200 Base, model #44701 for Green Oaks Golf Course, (MI Deal Pricing), per budget amendment for your approval, in the amount of \$13,204.86 budgeted in line item #584.584.000.971.000

I am requesting approval to purchase and replace the golf courses' top dressing machine. We are recommending a:

TORO ProPass 200 Base model #44701, in the amount of \$13,204.86, including items:

- (1) tow type chassis
- (1) 11hp hydraulic power pack
- (1) finder kit

The TORO pricing for this unit is based on State Contract (MI Deals) #071B0200329 Spartan Distributors, Inc. /State of Michigan.

Our existing top dressing machine, a Terra Topper is 17 years old and is no longer operational. We have tried to get it fixed but the company has since gone out of business so we are unable to get the necessary parts to repair it. Last season, we had to borrow a top dressing machine from Toro in order to properly top dress our greens with much needed sand. A standard maintenance practice at most courses is to put down a layer of sand on top of the greens. This is done several times per year. The sand is absorbed and helps with drainage and root growth. When not enough sand is inserted into the soil, it becomes very compacted and the roots cannot grow vertically and end up growing on top of the soil rather than into it. This has led to a multitude of problems and challenges trying to maintain the health and consistency of the greens.

Thank you for the time and consideration

Sincerely,

Justin Blair, PGA  
Director of Golf  
Green Oaks Golf Course

February 4, 2016

487 W Division Street  
PO Box 246  
Sparta, MI 49345  
616.887.7301  
Fax: 616.887.6288

1050 Opdyke Road  
Auburn Hills, MI 48326  
248.373.8800  
Fax: 248.373.8899

Green Oaks Golf Course  
Tim Smith  
2025 Clark Rd  
Ypsilanti, MI 48198

Dear Tim,

We are pleased to provide a quote on the following equipment:

<b>(1) TORO ProPass 200 Base (#44701)—NEW Model!</b>	<b>\$ 13,204.86</b>
<ul style="list-style-type: none"><li>• (1) Tow-Type Chassis (#44704)</li><li>• (1) 11 hp Hydraulic Power Pack (#44713)</li><li>• (1) Finder Kit (#44705)</li></ul>	

**The above TORO pricing is based on State Contract #071B0200329  
Spartan Distributors, Inc / State of Michigan**

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Pricing is firm for 30 days from date of quotation.

DELIVERY: Spring 2016

TERMS: Net 30 Days

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Thank you for your interest in our line of equipment. If you have any questions, please feel free to call me at 800-822-2216.

Sincerely,

*Michael Brannigan*

Michael Brannigan  
Commercial Sales

MB/jgm

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



*Charter Township of Ypsilanti*

**Green Oaks  
Golf Course**

1775 E. Clark Road  
Ypsilanti, MI 48198  
Phone: (734) 485-0881  
Fax: (734) 485-1992

From: Director of Golf, Justin Blair, PGA  
Date: 1/26/16  
Subject: Request Authorization to add windshields to our golf cart order from Spartan Distributors

I am requesting authorization to add windshields on the golf carts that we have ordered from Spartan Distributors. Originally we were not going to add windshields to the new carts because they would cost an additional \$90.00 per cart. Spartan Distributors have lowered the cost on the windshield to \$50.00 per cart. Adding the windshield would raise our contracted monthly payment from \$6,896.27 to \$7,022.07, an additional \$125.80 per month. The cost per cart would be a minimal extra \$1.85 per cart per month

The addition of windshields to the golf cart fleet would add value to the golf course and improve the customers' experience while playing Green Oaks. It would provide them some protection from the weather on days when the weather is less than ideal. Especially, in the early spring and the late fall when players are looking for places to play; accommodations may mean the difference as to whether they come to Green Oaks or go somewhere else. In our competitive price driven market adding the windshields would set us apart from some of our close competitors that do not offer protection from the elements and would move us closer to the more elite courses in the area that are charging top dollar.

Thank you for the time and consideration

Sincerely,

Justin Blair, PGA  
Director of Golf  
Green Oaks Golf Course





January 22, 2016

**Lease Number 195434000**

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

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease Agreement – Please have the Authorized Signor execute the documents and provide their title.  
Opinion of Counsel – Please have your attorney sign and provide the name of the law firm, if applicable.  
Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
- Resolution-Certificate of Incumbency - List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Sales Tax Exemption Certificate – Please return a copy with the documents.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.

Please return the documents to PNC Equipment Finance, LLC, Attn: Taryn Goldschmidt 995 Dalton Avenue, Cincinnati, OH 45203.

**PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.**

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned to us by February 22, 2016.

If you have any questions please contact Taryn Goldschmidt at 513-455-9559.

Sincerely,

Beth Sandusky  
Commercial Transaction Coordinator

# Lease Agreement

Dated as of **January 22, 2016**Lease Number **195434000**

Lessor: PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

FEDERAL TAX ID  
386007433

Equipment Description **See attached Certificate of Acceptance for Equipment Description**

Rent Payment Schedule Lease Term is for 54 months, with 30 (thirty) monthly payments in the amount of \$7,022.07, due in Arrears in the months of May, June, July, August, September and October of each year. Payments are due on the \_\_\_\_\_ of each month, beginning \_\_\_\_\_ (for office use only).

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

## TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.  
**NON-APPROPRIATION OF FUNDS.** Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.
- USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper

maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.

8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any

- other documents required to be delivered in connection with this Lease (collectively, the “Documents”); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee’s governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee’s authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee’s annual budget any funds required to fulfill Lessee’s obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee’s obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee’s tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee’s current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee’s financial condition.
18. **LESSEE’S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee’s principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor’s rights in the Equipment and to meet Lessee’s obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor’s reasonable request and at Lessee’s cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor’s assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee’s behalf any action which Lessee fails to take as required by this Lease, and Lessor’s expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the “Equipment Cost”) or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee’s payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A “FINANCE LEASE” AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor’s agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor’s documentation and investigation costs.
24. **NOTICES.** All of Lessee’s written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor’s address stated in this Lease, or by facsimile transmission to Lessor’s facsimile telephone number, with oral confirmation of receipt. All of Lessor’s notices to Lessee may be sent first class mail, postage prepaid, to Lessee’s address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
26. As used herein: **“Compliance Authority”** means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; **“Covered Entity”** means Lessee, its affiliates and subsidiaries and direct and indirect owners; **“Sanctioned Country”** means a country subject to a sanctions program maintained by any Compliance Authority; and **“Sanctioned Person”** means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
27. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
28. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A



(Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

**29. IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

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**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

**LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.**

Charter Township of Ypsilanti  
("Lessee")

PNC Equipment Finance, LLC  
("Lessor")

X  
Authorized Signature

X  
Authorized Signature

Print Name

Print Name

Title:

Title:

Date

7200 S. Huron River Drive  
Ypsilanti, MI 48197

995 Dalton Ave.  
Cincinnati, OH 45203

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**OPINION OF COUNSEL**

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Michigan.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Law firm: \_\_\_\_\_

# CERTIFICATE OF ACCEPTANCE

Lease Number 195434000

Quantity	Description	Serial No.
68	E-Z-GO TXT Gas Golf Car	
1	Cushman Hauler 1200 Gas Utility Vehicle	
Together with all attachments, tooling, accessories, appurtenances and additions thereto		

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of \_\_\_\_\_, 20\_\_ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

Charter Township of Ypsilanti  
("Lessee")

**X**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

7200 S. Huron River Drive  
Ypsilanti, MI 48197

**RESOLUTION AND CERTIFICATE OF INCUMBENCY**  
**Lease Number 195434000**

Lessee: Charter Township of Ypsilanti

Amount \$210,662.10 (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

**SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES : AUTHORIZED LEASE SIGNORS ONLY**

Name	Title	Signature
Name	Title	Signature

ADOPTED AND APPROVED on this \_\_\_\_\_, 20\_\_.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: Charter Township of Ypsilanti

\_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: \_\_\_\_\_  
Official Title: \_\_\_\_\_  
Date: \_\_\_\_\_



995 Dalton Avenue  
Cincinnati, Ohio 45203 • Telephone (513) 421-9191

Please Retain for Future Reference  
Page No. 1  
INVOICE #195434000  
Customer #1193545

INVOICE DATE  
1/29/2016

DUE DATE  
30 days after  
acceptance

Bill To:  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

Remit To:  
PNC Equipment Finance, LLC  
Attn: Lease Servicing/Set-Up Processing  
995 Dalton Avenue  
Cincinnati, OH 45203

### INVOICE

Lease No. 195434000

<b><u>Initial Charges:</u></b>	
Monthly Rent - 1 <sup>st</sup> Month	\$7,022.07
Sales Tax - Please provide exemption certificate	Tax Exempt
<b><u>Initiation Fees:</u></b>	
Documentation Fee	\$250.00
<b>PAY THIS AMOUNT</b>	
<b>\$7,272.07</b>	



**REQUEST FOR INSURANCE**

January 29, 2016  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

RE: Lease #195434000 (“Lease Agreement”)

Please complete this form and return it to PNC Equipment Finance, LLC along with a copy of your Certificate of Insurance and Insurance Binder, naming PNC Equipment Finance, LLC as lender loss payee and additional insured, as evidence that you have obtained the necessary insurance as required by your Lease Agreement.

As part of the Lease Agreement, you have agreed to keep in effect an “All Risk (or broad form of)” extended coverage property insurance policy covering the equipment for its full replacement value. You are also required to carry a comprehensive general liability insurance policy or other similar form of third party liability coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate limits. The property insurance policy shall name PNC Equipment Finance, LLC and its successors and/or assigns (ISAOA) as sole Lender Loss Payee and the general liability insurance policy shall name PNC Equipment Finance, LLC and its successors and/or assigns (ISAOA) as an Additional Insured. In addition, such policies shall have a provision stating that the policy cannot be changed or cancelled without 30 days prior written notice to PNC Equipment Finance, LLC.

If you fail to obtain insurance or provide evidence thereof to us, you agree that we may, but shall not be obligated to, obtain such insurance on your behalf and charge you for all costs and expenses associated therewith. Without limiting the forgoing, you specifically agree that if we obtain insurance on your behalf, you will be required to pay a monthly insurance charge. The monthly insurance charge will include reimbursement for premiums advanced to the insurer, finance charges (which will typically be at a rate higher than the rate used to determine your equipment rental amount), billing and tracking fees, administrative expenses and other related fees. We shall receive a portion of the insurance charges, which may include a profit from such finance, billing, tracking, administrative and other charges.

Please provide the pertinent policy information below in addition to sending PNC Equipment Finance, LLC, copies of the appropriate insurance documents requested above. Thank you for your assistance in this matter.

**PLEASE COMPLETE ALL OF THE INFORMATION BELOW.**

**INSURANCE AGENT INFORMATION:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Lessee: Charter Township of Ypsilanti  
Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Effective Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

**Please return this form to:**  
PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, OH 45203  
Attn: \_\_\_\_\_  
Or by Fax: \_\_\_\_\_



**Lease #195434000**

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

**Lessee Information**

Full Business Legal Name: Charter Township of Ypsilanti Invoices should be directed to:		Federal Tax ID Number: 386007433	
Address		Attention:	
	City:	State:	Zip:

**Preferred Method of Payment: (Please check)**

<input type="checkbox"/> Monthly Invoice (Mail)		
Invoices should be directed to:	Attention:	
Address	City:	
<input type="checkbox"/> Monthly Invoice (Email)		Email:
Billing Contact:		

**Contact Information**

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

**I hereby attest the above information is accurate.**

<b>Signature</b> X	<b>Date</b>
-----------------------	-------------

Email:

PNC Equipment Finance, LLC, a Delaware limited liability company ("PNCCEF"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

**PLEASE INDICATE BELOW IF YOUR LEASE IS SUBJECT TO TAX OR A VALID EXEMPTION EXISTS:**

**SALES TAX:**

- I agree that my lease is subject to sales/use tax.
- I am exempt from sales/use tax **and I have attached a completed exemption certificate to PNCCEF.**
- I am claiming a partial exemption from tax **and I have attached a completed exemption certificate or other documented proof of this partial exemption.**
- I agree that my business is subject to sales/use tax **and I have attached a completed resale certificate.** This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

**PROPERTY TAX:**

- I have a valid abatement or property tax exemption **and I have attached documentation.**
- Location: State: \_\_\_\_\_  
Taxing District: \_\_\_\_\_

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- Outside city limits
- Unincorporated area

Additional comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Lessee: Charter Township of Ypsilanti  
(a Michigan Municipal)**

**Lessor: PNC Equipment Finance, LLC  
(a Delaware limited liability company)**

Signature <b>X</b>	Signature <b>X</b>
Print Name	Print Name
Title	Title
Date	Date

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



**Residential Services**

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

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# MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Jeff Allen, Director-Residential Services

Date: February 9, 2016

RE: Approval to award cleaning the ductwork in both the Civic Center/14B Court to Amistee AirDuct Cleaning in the amount of \$16,524 and to be charge to account #101.265.000.818.001.

The Residential Services Department received a request to get quotes for cleaning the duct work in both the Civic Center and the 14B Court. We contacted 4 companies and received 3 quotes and they are as follows:

Amistee Air Duct Cleaning-----\$16,524  
Modernistic Cleaning & Restoration --\$19,350  
Dalton Environmental-----\$35,800  
Airduct Clean-----did not bid due to personal issues

The Township last had the air ducts cleaned in 2004 according to our records. The recommendation is to have them cleaned every 5-8 years; therefore we are due for a cleaning. Amistee was very aggressive in their bid pricing and will be doing the work on a Saturday, and or a holiday.

We asked that you waive the financial policy, approve & authorize the signing of the agreement for \$16,524 in line item 101.265.000.818.0001, so that we may get this accomplished in the coming weeks. There is a budget amendment on the agenda for this dollar amount to do this work as well.



**Office Location**  
47087 Grand River Ave  
Novi, MI 48374

Phone: 248.349.8877 • Fax: 248.349.8894  
Website: [www.amistee.com](http://www.amistee.com) • Email: [david.rott@amistee.com](mailto:david.rott@amistee.com)

Date: January 26, 2016

Project: Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

- ❖ Proposal for cleaning 12 Bathroom Exhaust Systems 4 Air Handling Units (AHU) and 7 Rooftop Units (RTU's) associated ductwork, coils, blowers and associated diffusers/vents.

#### **SCOPE OF WORK – HVAC REMEDIATION**

1.) Removal of all visible surface contaminants of the entire airside of the HVAC unit.

In this proposal that shall mean:

- Supply ductwork
- Return air ductwork
- Diffusers and/or vents
- Dampers, turning vanes, and components inside ductwork
- Air Handling Units
- Coils, blowers, and air components of AHU's & RTU's

2.) Collection equipment to be used will be a large vacuum truck with a minimum of 15,000 cfm.

3.) Various access ports will be opened in ductwork as needed for cleaning.

4.) High-pressure air and different agitation devices will be inserted into ductwork for cleaning.

5.) Reassemble with access doors where openings were cut.

6.) Follow up report provided to appropriate parties, including before and after pictures of the areas to be cleaned as well as any finds and/or suggestions.

#### **I. GENERAL PROVISIONS**

A. In as much as the work to be performed under this contract is to be accomplished in occupied areas, Amistee, Inc. and Management will coordinate the work, whereby

both management and Amistee, Inc. may continue their operations with the least possible interference and inconvenience. Amistee, Inc. shall notify Management approximately 24 hours before commencing work in order that Management may arrange a schedule of clearance in the buildings where the work is to be performed and set out the actual hours during which Amistee, Inc. may perform their duties. All tools, labor, and materials shall be at the site prior to the beginning of service in order to insure a minimum loss of time.

- B. Amistee, Inc. shall use drop cloths, shields, and other protective devices to prevent damage to mechanical equipment and/or to areas adjacent to units being decontaminated.
- C. All lint, dust, dirt, mold, and other combustible contaminants removed from any areas shall be gathered, contained, and removed from each site by Amistee, Inc. and disposed of as directed by Management under strict standards of safety.
- D. Amistee, Inc. will comply with all regulations, security and otherwise, imposed by Management governing the conduct of outside personnel and will be held strictly responsible for the conduct of their employees.
- E. Amistee, Inc. shall employ only skilled mechanics and technicians and experienced supervisors. The work specified by the Contract shall be performed in the best and most workmanlike manner in strict accordance with specifications.
- F. All duct cleaning shall consist of the removal of all possible dirt, dust, mold, and other contaminants by the use of manual or pneumatic means.
- G. Amistee, Inc. will provide insurance certificate upon request.
- H. Management will make available, at no cost to Amistee, Inc., all electricity necessary for Amistee, Inc. to operate their electrically powered equipment such as blowers, compressors, industrial vacuuming equipment, explosion-proof and conventional drop lights and all other electrical equipment necessary to the performance of the work.
- I. Management will designate areas in which Amistee, Inc. shall be permitted to park their trucks, utility trailers, trailer supply room, and other automotive equipment necessary while performing the work specified under the this contract.
- J. Management will inspect for acceptance and so certify all work completed by Amistee, Inc. within a 24-hour period after being advised by Amistee, Inc. that work has been completed.
- K. Amistee, Inc., at their own expense, will repair any damage to property or equipment of management, which can be attributed to Amistee, Inc..

**II. AFFILIATIONS AND SAFETY**

- A. Affiliations: Amistec, Inc. will perform their work in strict accordance with the National Air Duct Cleaners Association standard ACR-2013, and all other accredited standards and codes.
- B. NADCA: A NADCA certified ASCS (Air System Cleaning Specialist), CVI (Commercial Ventilation Inspector), or VSMR (Ventilation System Mold Remediator) will be onsite throughout the entire job as the Project Manager.
- C. Safety Procedures: At minimum, the Project Manager, has been trained for Confined Space Training (CST), Personal Protection Equipment (PPE), and Hazard Communications. The Contractor will provide all training and equipment necessary to meet or exceed these guidelines.

**III. SPECIAL CONDITIONS**

A. Measure of Payment: Upon the submission of properly certified invoices and vouchers, the amounts stipulated below as compensation for services rendered shall become due and payable upon completion.

B. DESCRIPTION

- 1. Supply ductwork
- 2. Return air ductwork
- 3. Diffusers and/or vents
- 4. Dampers, turning vanes, and components inside ductwork
- 5. Coils, blowers and air components of AHU's & RTU's

**CIVIC CENTER 6 Bathroom Exhausts and 4 AHU's TOTAL PRICE: \$8,863.60**

**COURT HOUSE 6 Bathroom Exhausts and 7 RTU's TOTAL PRICE: \$7,660.40**

**This work will be performed on Saturday's beginning between 8:00 and 9:00 am and ending no later than 5:00 pm.**

**If necessary Township of Ypsilanti will allow Amistec to use their lift for cleaning.**

Respectfully submitted,

David Rott  
Amistec Air Duct Cleaning

Accepted:

\_\_\_\_\_ Date \_\_\_\_\_ P.O.# \_\_\_\_\_

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



## Residential Services

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

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# MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Jeff Allen, Director-Residential Services

Date: February 9, 2016

RE: Request for authorization to purchase a 2016 or 2017 Ford Escape through MiDeals, to be shared by the Information Systems Dept. and the Building Official in an amount not to exceed \$22,000 from Line Item #595.595.000.985.000

Per the attached memo from Director Radzik, we are seeking approval to purchase a 2016 or 2017 Ford Escape from the MI-deal program that we belong to. This would be an addition to the Township's fleet.

We propose to use account #595.595.000.985.000 to purchase the vehicle and the appropriate departments would be charged back through the Township's motor pool/maintenance monthly charges. The MiDeal price is \$21,568.00 we are asking for a bit extra for completely outfitting it.

We have spoken with Gorno Ford, the winning vendor for this vehicle and they indicated production would start back up in March of 2016 and the vehicle may be ready sometime in June 2016.



# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

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To: Jeff Allen, RSD Director  
From: Mike Radzik, OCS Director  
Copy: Alex Mamo; Travis McDugald; Brenda Stumbo  
**Re: Request to purchase 2016 Ford Escape vehicle for assignment to Information Services and the Building Official**  
Date: February 9, 2016

As part of the 2016 budget process, we presented a proposal to add one vehicle to the fleet to be assigned primarily to the Information Services Department and to be shared as needed by the Chief Building Official. Funds to support lease payments and operating expenses for this vehicle were approved in the Computer Support and Building Department budgets.

The Computer Support staff continues to need a dedicated vehicle to be available, especially in emergency circumstances when travel with equipment is needed. Computer Support staff has been dominating use of the civic center pool vehicle to the detriment of other users, and has been faced with critical situations when no vehicle was available.

The Chief Building Official does not have an assigned vehicle, does not receive a vehicle allowance, and often uses his personal vehicle for business use. In many situations, it is advantageous to show up in a readily recognizable official vehicle.

Please move forward to order a vehicle for these purpose. Based on current MI-Deal pricing and availability, the 2016 Ford Escape SEL FWD package through Gorno Ford is most suitable for this purpose and can be acquired for an amount not to exceed \$22,000.

Thank you for your consideration.

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

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### Memorandum

**To:** Board of Trustees  
**From:** Joe Lawson, Planning Director  
**Date:** February 9, 2016  
**Re:** Request Authorization to seek proposals for Planning Consulting Services

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Please find attached a Request for Proposal (RFP) requesting the submission of qualifications information, a detailed scope of work and professional fees, from qualified planning professionals to provide the Township with professional planning and zoning support.

Up to this point, the Township has utilized the services of LSL Planning of Royal Oak. The Township has maintained a good working relationship with LSL Planning but in the opinion of the staff and due to the fact that long time firm representatives Jeff Purdy and Brad Strader are no longer with LSL, it has come time to seek other alternatives for these planning services.

That being said, please consider this request to post the attached RFP and to seek a qualified consultant. The chosen consultant and their contract for services will be returned to the Board of Trustees and the Township Attorney for review and consideration prior to the execution of any such contract.

# REQUEST FOR PROPOSALS (RFP)

## PROFESSIONAL PLANNING SERVICES

Charter Township of Ypsilanti  
7200 S. Huron River Drive

### A. Background.

The Township is requesting the submission of qualifications information, a detailed scope of work and professional fees, from qualified planning professionals to provide the community with professional planning and zoning support.

Ypsilanti Township, with a population of approximately 55,000 residents is the 7<sup>th</sup> largest Township in the State of Michigan and is situated along the eastern border of Washtenaw County, in the Detroit metropolitan area of Southeast Michigan. Covering approximately 32 square miles, and encompassing the City of Ypsilanti, the township offers a variety of natural resources in the streams, lakes, ponds and natural open areas throughout the community. The northeastern portion of the Township has a storied history and is home to the former Willow Run Bomber Plant and the Willow Run Assembly plant. This area also contains a variety of housing stock much of which was constructed to house the thousands of soldiers returning home from World War II. Moving south, the central portion of the Township consists of housing stock that was constructed during the late 70s and early 80s while the southcentral portion of the Township saw yet another housing boom in the late 90s through the mid-2000s. The southwestern portions of the Township consist of large lot rural residential and is mostly serviced by on-site water and septic facilities. Ypsilanti Township also has a vast park system, many of these parks are located along the shores of the 975 acres of Ford Lake. The Township also contains large swaths of open space areas that have been preserved as recreation or conservation areas including two publically owned golf courses. These important features are worthy of consideration in all planning endeavors. Since the recession, Ypsilanti Township has experienced a massive slowdown in new residential construction and a major loss to our industrial tax base with the closing of the GM Powertrain facility in addition to the scaled back operations of the Ford Rawsonville Plant. As large scale manufacturing is not likely to return in the same capacity as it once was, the Township looks to reinvent itself utilizing the tools that we have available. This is evident with the recent announcement by President Obama and Governor Snyder that Ypsilanti Township will be the home of the forthcoming Autonomous and Connected Vehicles research, testing and certification center. Along with the new autonomous vehicle center and the Township's proximity to the University of Michigan, Eastern Michigan University and the City of Ann Arbor, the Township feels that it is in a position to take advantage of our proximity to these international draws to build a viable future for development, redevelopment and new employment opportunities.

## **B. Scope of Services.**

The Township requires professional assistance in routine planning and zoning activities including, but not limited to, the following:

- Attendance at Planning Commission meetings as requested (Regular Meeting is the 4th Tuesday of the month)
- Attendance at pre-application meetings, typically scheduled on Thursday mornings.
- Attendance at Zoning Board of Appeals and Township Board meetings, as requested
- Review, research and make written recommendations on all site plans, special land uses, subdivisions, land divisions, plats, site condominiums, Planned Developments, re-zonings, non-motorized paths, and other related matters prior to action by the Planning Commission and/or Township Board
- Upon request, advise, assist and coordinate with the Planning Commission, Zoning Board of Appeals, Engineer, Environmentalist, Attorney and/or Township officials in matters dealing with State laws or Township ordinances, procedures or practices relating to zoning and development
- Prepare Ordinance Text Amendments as requested
- Work with the Planning Commission and the Township Board on periodic reviews and updates of the Township Zoning Ordinance and Master Plan
- Be available to provide training sessions for the Township Planning Commission, Township Board, Zoning Board of Appeals and other Township personnel as requested
- Coordinate with County, State and other local and regional agencies regarding the Township's plans for rezoning and development
- Provide specialized planning services as requested (i.e. corridor studies, sub-area plans etc.)
- Maintain and periodically update various maps, including the Township Zoning Map
- The consultant will work with the Township Planning Director and/or other Township personnel to facilitate the needs of the Township Board of Trustees, the Planning Commission, and the Zoning Board of Appeals.

## **C. Proposal Submission.**

Eight (8) hard copies and one (1) digital PDF version of the proposal must be received by 4:00 p.m. on March 14, 2016. Proposals received after this deadline will not be considered. Submitted proposals shall remain in effect for 90 days from the due date. All costs incurred for proposal preparation, presentation or contract negotiations are the responsibility of the consultant. The Township reserves the right to reject any or all proposals submitted in response to this request for proposal and/or to select the proposal that it determines, in its sole judgment, to best meet the needs of the community.

The information noted below shall be included in any response to this RFP. Proposals must be received by the due date at the following address:

Karen Lovejoe Roe, Clerk  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

### **Registration:**

All interested consultants are encouraged to send an email to the Township Planning Director, Joe Lawson at [jlawson@ytown.org](mailto:jlawson@ytown.org) to register their intent to respond to this RFP. All firms expressing interest will be added to an email distribution list and will be notified if additional information related to the RFP becomes available.

### **Question Period:**

Any questions regarding the proposal may be submitted by email to the Township Planning Director, Joe Lawson at [jlawson@ytown.org](mailto:jlawson@ytown.org). Responses will be sent to all registered participants in a timely manner.

### **Proposals shall include the following information:**

- 1. Cover Letter.** The cover letter should be signed by a member of the consulting firm empowered to commit the firm to a contractual arrangement with the Township. The cover letter should also identify any sub-consultants that may be proposed. It should also outline the firm's understanding of the assignment.
- 2. Work Approach and Timeframe.** Present a summary of the work you propose to fulfill the requirements of being the Township planning consultant. This should clearly describe the work to be completed, and any resources or facilities belonging to the Township that the consultant expects to be made available.
- 3. Professional Staff.** Describe which individual professionals will work directly with the Township, their respective roles in this contract and provide professional résumés of each key member of the project team.
- 4. Qualifications and References.** Provide descriptions of recent prior experience with other governmental entities that are relevant to the challenges of this assignment. For each past project, include the name, title and phone number of a representative that the Township may contact to discuss your experience.
- 5. Fees and Billing Rates.** Present your professional fee requirements for the work outlined in your proposal. Fees should

include all costs associated with labor, fringe benefits, overhead, profit and out-of-pocket expenses for which you expect reimbursement. In addition, provide the hourly billing rates for the staff that will serve the Township for any work that may be authorized by the Township and beyond the scope of your fee. Clearly indicate the amount (if any) charged for drive time associated with this assignment. Describe any added reimbursable costs for such expenses as printing, mileage, data or sub-consultants.

6. **Insurance.** The selected Firm and/or any of their subcontracting firms, shall not commence work under any forthcoming contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Charter Township of Ypsilanti. The requirements below should not be interpreted to limit the liability of the Firm. All deductibles and self-insured retentions (SIRs) are the responsibility of the Firm.

The Firm shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Professional Liability:** The Firm shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the Firm shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
5. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the

following shall be **Additional Insureds**: Charter Township of Ypsilanti, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof, past or present. It is understood and agreed by naming Charter Township of Ypsilanti as additional insured, coverage afforded is considered primary and any other insurance Charter Township of Ypsilanti may have in effect shall be considered secondary and/or excess.

6. **Cancellation Notice**: All policies, as described above, shall include an endorsement stating that it is understood and agreed that the Township shall be provided Thirty (30) day notice for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change and shall be sent to: (Charter Township of Ypsilanti, 7200 S. Huron River Drive, Ypsilanti, Michigan 48197).

7. **Proof of Insurance Coverage**: The Firm shall provide the Charter Township of Ypsilanti, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Firm shall deliver renewal certificates and endorsements to Charter Township of Ypsilanti at least ten (30) days prior to the expiration date.

**D. Evaluation of Proposals.**

The Township will evaluate all submitted proposals based on the responsiveness of the work approach proposed, the qualifications of the staff that will work with the community, the overall qualifications of the firm and the billing rates proposed. The Township will schedule interviews with the selected firms and said interviews may influence the evaluation of proposals. It is the desire of the Township that the specific team members from the firm that are proposed to work with the Township shall be included in any interview and/or presentation. It is anticipated that once a preferred consulting firm is identified, a specific agreement and scope of work with that firm will be negotiated, based on the information included in the response to this RFP.

The Township reserves the right to select the firm that is determined in its sole judgment that best meets the needs of the township constituency, or to reject any/all proposals. Furthermore, the Township shall not be responsible for any costs or expenses incurred by any firm or individual in preparing a response to this RFP.

**E. Timing.**

It is expected that a contract will be executed with the selected firm within 60 days of the due date for proposals. However, the Township reserves the right to extend any time period stated herein, including the due date for entering into a contract.

**F. Further Information.**

For further information pertaining to this Request for Proposals, contact: Planning Director Joe Lawson at 734-485-3943 or by email at [jlawson@ytown.org](mailto:jlawson@ytown.org).





February 2, 2016

Dear Planning Friends,

Well, the holiday season is over. Many start out the year with resolutions or personal or professional changes, and that is true for me as well. After a wonderful 19 years I have decided to leave LSL Planning

LSL has accelerated its growth since acquired by SAFEbuilt in 2013. As evidence, LSL Planning now has projects in Texas, North Carolina, Iowa, Wisconsin, and Colorado. I am proud of my contribution to LSL's success, but as my kids enter adulthood and are in the area, I desire to stay closer to home. LSL and SAFEbuilt are leaders in ongoing planning consultation, but my passion has turned more and more to urban design and transportation projects.

While I was not actively seeking new opportunities, MKSK, an urban design firm based in Ohio offered me a key role focusing on transportation and urban design. Leaving LSL Planning was not an easy decision for me because of the remarkable group of planners here. SAFEbuilt, LSL's parent company, is a well-run company, I have gained many friends within the firm, and I am convinced we made the right choice to sell to them.

LSL, SAFEbuilt, and MKSK are all committed to making this transition smooth, ensuring you continue to receive high quality and responsive service. I will continue as a sub-consultant for LSL until such an arrangement is no longer necessary. LSL has a strong bench of planners, and my continued sub-consulting will ensure each of my existing clients enjoy a smooth transition.

I encourage you to direct all future questions, comments, and concerns to Paul Brake, the Michigan State Director for SAFEbuilt. Paul's 27 year career in the public sector give him a unique perspective of city, township and county government in Michigan. He brings value to client communities who are committed to maintaining growth and quality of life. Paul is a former city manager and downtown development executive director with vast professional experience that encompasses matters ranging from large-scale programs to site-specific strategies and projects. Paul's contact information is included below.

Thank you for your trust in me, the LSL Planning team, and the entire SAFEbuilt company. I'm sure we will be in touch in the future

Paul Brake, ICMA-CM, CEcD  
Director of State Operations – Michigan  
306 S Washington Ave, Ste. 400  
Royal Oak, MI 48067  
(248) 704-0194  
pbrake@safebuilt.com

Sincerely,

A handwritten signature in black ink that reads 'Bradley K. Strader'.

Brad Strader, AICP, PTP  
Planning Division Manager