

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

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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**

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**March 15, 2016**

**Work Session – 6:00 p.m.**

**Regular Meeting – 7:00 p.m.**

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

14-B District Court

Revenue Report for February 2016

**General Account**

Account Number  
**Due to Washtenaw County**  
(101-000-000-214.222) **\$5,077.00**

**Due to State Treasurer**

Civil Filing Fee Fund (MCL 600.171): \$16,219.00  
State Court Fund (MCL 600.8371): \$1,150.00  
Justice System Fund (MCL 600.181): \$32,112.15  
Juror Compensation Reimbursement Fund:  
    Civil Jury Demand Fee (MCL 600.8371): \$10.00  
    Drivers License Clearance Fees (MCL 257.321a): \$3,810.00  
Crime Victims Rights Fund (MCL 780.905): \$9,674.10  
Judgment Fee (Dept. of Natural Resources): \$20.00  
**Due to Secretary of State**  
(101-000-000-206.136) \$3,810.00

Total: **\$66,805.25**

**Due to Ypsilanti Township**

Court Costs (101-000-000-602.136): \$71,281.97  
Civil Fees (101-000-000-603.136): \$15,681.00  
Probation Fees (101-000-000-604.000): \$13,991.45  
Ordinance Fines (101-000-000-605.001): \$73,894.97  
Bond Forfeitures (101-000-000-605.003): \$1,366.00  
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): (\$871.70)

Total: **\$175,343.69**

**Total to General Account - (101.000.000.004.136): \$247,225.94**

**Escrow Account**

(101-000-000-205.136)

Court Ordered Escrow: \$395.96  
Garnishment Proceeds: \$0.00  
Bonds: \$22,206.00  
Restitution: \$5,039.33

**Total to Escrow Account - (101.000.000.205.136): \$27,641.29**

		Year to Date	
	Prior Year Comparison		
Month	Revenue	Revenue	
	2015	2016	
<b>January</b>	\$101,726.02	\$ 121,678.02	
February	\$127,974.93	\$ 175,343.69	
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	\$ 425,245.71	
<b>Expenditure</b>			
<b>Budget:</b>	\$1,328,089.00	\$ 1,443,321.00	
<b>Difference:</b>	\$56,300.90	\$ 1,018,075.29	

14-B District Court

Monthly Disbursements

February 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.

**February 2016 Disbursements:**

Washtenaw County:	\$ 5,077.00
State of Michigan:	\$ 66,805.25
Ypsilanti Township Treasurer:	\$175,343.69

TOTAL: \$247,225.94

# CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

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<b>Month:</b>	February
<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 February

Classification	Feb/2015	Feb/2016	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	1	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	3	1	-66.6%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	1	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	2	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	0	-100%
12000 ROBBERY	1	3	200%
13001 NONAGGRAVATED ASSAULT	23	38	65.21%
13002 AGGRAVATED/FELONIOUS ASSAULT	12	13	8.333%
13003 INTIMIDATION/STALKING	1	4	300%
20000 ARSON	0	2	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	10	20	100%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	7	2	-71.4%
23002 LARCENY -PURSESNAATCHING	1	0	-100%
23003 LARCENY -THEFT FROM BUILDING	10	15	50%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	1	0	-100%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	16	18	12.5%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	2	100%
23007 LARCENY -OTHER	8	4	-50%
24001 MOTOR VEHICLE THEFT	9	8	-11.1%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	2	1	-50%
25000 FORGERY/COUNTERFEITING	1	1	0%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	3	7	133.3%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	5	6	20%
26005 FRAUD -WIRE FRAUD	1	0	-100%
26007 FRAUD - IDENTITY THEFT	5	10	100%
26008 FRAUD - HACKING/COMPUTER INVASION	0	1	0%
27000 EMBEZZLEMENT	0	2	0%
28000 STOLEN PROPERTY	3	1	-66.6%
29000 DAMAGE TO PROPERTY	19	29	52.63%
30001 RETAIL FRAUD -MISREPRESENTATION	2	0	-100%
30002 RETAIL FRAUD -THEFT	1	8	700%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	10	18	80%
35002 NARCOTIC EQUIPMENT VIOLATIONS	4	9	125%
37000 OBSCENITY	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	2	4	100%
52003 WEAPONS OFFENSE -OTHER	1	0	-100%
<b>Group A Totals</b>	<b>163</b>	<b>231</b>	<b>41.71%</b>
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	2	0%
26006 FRAUD -BAD CHECKS	0	1	0%

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

For The Month Of February

Classification	Feb/2015	Feb/2016	%Change
36004 SEX OFFENSE -OTHER	0	1	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	3	5	66.66%
41002 LIQUOR VIOLATIONS -OTHER	1	4	300%
48000 OBSTRUCTING POLICE	5	8	60%
49000 ESCAPE/FLIGHT	1	0	-100%
50000 OBSTRUCTING JUSTICE	13	10	-23.0%
53001 DISORDERLY CONDUCT	3	1	-66.6%
53002 PUBLIC PEACE -OTHER	1	0	-100%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	2	2	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	5	22	340%
55000 HEALTH AND SAFETY	1	2	100%
57001 TRESPASS	1	0	-100%
58000 SMUGGLING	0	0	0%
61000 TAX/REVENUE	0	1	0%
63000 VAGRANCY	1	0	-100%
70000 JUVENILE RUNAWAY	9	12	33.33%
73000 MISCELLANEOUS CRIMINAL OFFENSE	1	2	100%
<b>Group B Totals</b>	<b>47</b>	<b>73</b>	<b>55.31%</b>
2800 JUVENILE OFFENSES AND COMPLAINTS	16	35	118.7%
2900 TRAFFIC OFFENSES	35	25	-28.5%
3000 WARRANTS	30	44	46.66%
3100 TRAFFIC CRASHES	114	95	-16.6%
3200 SICK / INJURY COMPLAINT	84	93	10.71%
3300 MISCELLANEOUS COMPLAINTS	649	557	-14.1%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	1	3	200%
3500 NON-CRIMINAL COMPLAINTS	776	941	21.26%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	811	814	0.369%
3800 ANIMAL COMPLAINTS	44	73	65.90%
3900 ALARMS	172	168	-2.32%
<b>Group C Totals</b>	<b>2732</b>	<b>2848</b>	<b>4.245%</b>
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	4	2	-50%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	0%
4200 PARKING CITATIONS	11	5	-54.5%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	2	0	-100%
4500 MISCELLANEOUS A THROUGH UUUU	3	12	300%
<b>Group D Totals</b>	<b>20</b>	<b>20</b>	<b>0%</b>
5000 FIRE CLASSIFICATIONS	1	0	-100%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
<b>Group E Totals</b>	<b>1</b>	<b>0</b>	<b>-100%</b>
6000 MISCELLANEOUS ACTIVITIES (6000)	29	20	-31.0%
6100 MISCELLANEOUS ACTIVITIES (6100)	58	72	24.13%
6300 CANINE ACTIVITIES	1	8	700%

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

For The Month Of February

Classification	Feb/2015	Feb/2016	%Change
6500 CRIME PREVENTION ACTIVITIES	18	18	0%
6600 COURT / WARRANT ACTIVITIES	3	1	-66.6%
6700 INVESTIGATIVE ACTIVITIES	3	3	0%
<b>Group F Totals</b>	<b>112</b>	<b>122</b>	<b>8.928%</b>
<b>City : Ypsilanti Twp Totals</b>	<b>3075</b>	<b>3294</b>	<b>7.121%</b>



# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

Year To Date Through February

Classification	2015	2016	%Change
<b>Group F Totals</b>	<b>0</b>	<b>0</b>	<b>0%</b>
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	1	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	6	3	-50%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	1	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	3	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	0	-100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	0	-100%
12000 ROBBERY	3	7	133.3%
13001 NONAGGRAVATED ASSAULT	62	72	16.12%
13002 AGGRAVATED/FELONIOUS ASSAULT	31	33	6.451%
13003 INTIMIDATION/STALKING	3	5	66.66%
20000 ARSON	0	4	0%
21000 EXTORTION	1	0	-100%
22001 BURGLARY -FORCED ENTRY	24	37	54.16%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	10	8	-20%
23002 LARCENY -PURSES/NATCHING	1	0	-100%
23003 LARCENY -THEFT FROM BUILDING	19	28	47.36%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	1	2	100%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	45	41	-8.88%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	2	100%
23007 LARCENY -OTHER	13	9	-30.7%
24001 MOTOR VEHICLE THEFT	12	18	50%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	2	2	0%
25000 FORGERY/COUNTERFEITING	3	5	66.66%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	9	17	88.88%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	14	13	-7.14%
26005 FRAUD -WIRE FRAUD	1	0	-100%
26007 FRAUD - IDENTITY THEFT	12	17	41.66%
26008 FRAUD - HACKING/COMPUTER INVASION	0	1	0%
27000 EMBEZZLEMENT	0	8	0%
28000 STOLEN PROPERTY	3	1	-66.6%
29000 DAMAGE TO PROPERTY	29	55	89.65%
30001 RETAIL FRAUD -MISREPRESENTATION	4	0	-100%
30002 RETAIL FRAUD -THEFT	10	19	90%
30003 RETAIL FRAUD -REFUND/EXCHANGE	1	1	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	19	29	52.63%
35002 NARCOTIC EQUIPMENT VIOLATIONS	7	10	42.85%
37000 OBSCENITY	0	1	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	1	0%
52001 WEAPONS OFFENSE- CONCEALED	5	6	20%
52003 WEAPONS OFFENSE -OTHER	1	0	-100%
<b>Group A Totals</b>	<b>354</b>	<b>460</b>	<b>29.94%</b>
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	1	3	200%

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

Year To Date Through February

Classification	2015	2016	%Change
26006 FRAUD -BAD CHECKS	0	1	0%
36004 SEX OFFENSE -OTHER	0	2	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	5	6	20%
41002 LIQUOR VIOLATIONS -OTHER	1	6	500%
48000 OBSTRUCTING POLICE	9	15	66.66%
49000 ESCAPE/FLIGHT	2	0	-100%
50000 OBSTRUCTING JUSTICE	20	24	20%
53001 DISORDERLY CONDUCT	9	4	-55.5%
53002 PUBLIC PEACE -OTHER	1	0	-100%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	2	7	250%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	13	45	246.1%
55000 HEALTH AND SAFETY	1	3	200%
57001 TRESPASS	2	0	-100%
58000 SMUGGLING	0	1	0%
61000 TAX/REVENUE	0	1	0%
63000 VAGRANCY	1	2	100%
70000 JUVENILE RUNAWAY	17	21	23.52%
73000 MISCELLANEOUS CRIMINAL OFFENSE	1	2	100%
<b>Group B Totals</b>	<b>85</b>	<b>143</b>	<b>68.23%</b>
2800 JUVENILE OFFENSES AND COMPLAINTS	33	65	96.96%
2900 TRAFFIC OFFENSES	77	42	-45.4%
3000 WARRANTS	83	93	12.04%
3100 TRAFFIC CRASHES	259	206	-20.4%
3200 SICK / INJURY COMPLAINT	172	179	4.069%
3300 MISCELLANEOUS COMPLAINTS	1270	1225	-3.54%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	2	3	50%
3500 NON-CRIMINAL COMPLAINTS	1541	1900	23.29%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	1648	1666	1.092%
3800 ANIMAL COMPLAINTS	80	114	42.5%
3900 ALARMS	328	326	-0.60%
<b>Group C Totals</b>	<b>5493</b>	<b>5819</b>	<b>5.934%</b>
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	4	5	25%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	3	0%
4200 PARKING CITATIONS	15	9	-40%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	3	0	-100%
4500 MISCELLANEOUS A THROUGH UUUU	8	20	150%
<b>Group D Totals</b>	<b>30</b>	<b>37</b>	<b>23.33%</b>
5000 FIRE CLASSIFICATIONS	2	1	-50%
5100 18A STATE CODE FIRE CLASSIFICATIONS	1	0	-100%
<b>Group E Totals</b>	<b>3</b>	<b>1</b>	<b>-66.6%</b>
6000 MISCELLANEOUS ACTIVITIES (6000)	56	51	-8.92%
6100 MISCELLANEOUS ACTIVITIES (6100)	112	144	28.57%

# CLR-008 Monthly Summary Of Offenses (WD)

## City:Ypsilanti Twp-YPT

Year To Date Through February

<b>Classification</b>	<b>2015</b>	<b>2016</b>	<b>%Change</b>
6300 CANINE ACTIVITIES	4	15	275%
6500 CRIME PREVENTION ACTIVITIES	45	42	-6.66%
6600 COURT / WARRANT ACTIVITIES	4	4	0%
6700 INVESTIGATIVE ACTIVITIES	5	13	160%
<b>Group F Totals</b>	<b>226</b>	<b>269</b>	<b>19.02%</b>
<b>City : Ypsilanti Twp Totals</b>	<b>6191</b>	<b>6729</b>	<b>8.690%</b>

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

<b>BUILDING DEPARTMENT REPORT - February 2016</b>													
Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	46	66											112
	<b>\$ 15,022</b>	<b>\$ 12,486</b>											<b>\$ 27,508</b>
Electrical	43	43											86
	<b>\$ 4,780</b>	<b>\$ 3,630</b>											<b>\$ 8,410</b>
Mechanical	95	83											178
	<b>\$ 7,150</b>	<b>\$ 8,655</b>											<b>\$ 15,805</b>
Plumbing	44	54											98
	<b>\$ 4,345</b>	<b>\$ 3,975</b>											<b>\$ 8,320</b>
Zoning	1	4											5
	<b>\$ 35</b>	<b>\$ 140</b>											<b>\$ 175</b>
Sub Totals	229	250											479
<b>TOTAL YTD</b>	<b>\$ 31,332</b>	<b>\$ 28,886</b>											<b>\$ 60,218</b>

<b>INSPECTION RUNNING TOTALS (Building/Trades &amp; Rental)</b>													
Inspections	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2016	542	381											923
Rental Inspections	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2016	414	420											834

**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

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

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March 3, 2016

To: Township Board

From: Joe Lawson  
Planning Director

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

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

### **Planning Commission Activity**

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

On February 23, 2016 the Planning Commission held their regular meeting and took action on the following agenda items:

- The Commission held a public hearing to consider a zoning ordinance text amendment to the Township Sign Ordinance. As the Board may recall, during the summer of 2015, the Board approved a recommended update to the Township Sign Ordinance. Shortly after the adoption of these regulations, the U.S. Supreme Court Ruled that all sign regulations must be content neutral. This being said, it prompted staff to review the newly amended ordinance and found that the new regulations may not be in compliance with the recent high court's decision. That being said, the sign ordinance has been revised and a the Commission has recommended approval of the proposed changes.
- National Church Residence – 1550 East Clark: The property owner of Clark East Towers applied for and received preliminary sketch plan review approval for the construction of three minor building additions equaling 2,600 square-feet. The building additions include an expansion of the social room, addition to the maintenance facility and the construction of a new entry. This project is part of an overall \$9 million overhaul to the Clark East Towers facility.
- 2506 Burns – Ms. Lubna Atwah: This application was table during the January 26<sup>th</sup> meeting to allow the applicant to resolve some issues relating to the building code and the installation of a tool shed without a permit. During the February meeting, the Commission asked the applicant a number of questions in order to clarify how the daycare was intended to be operated. At the end of the hearing,

the Commission tabled the application in order to permit staff and legal counsel to compose a Special Conditional Use Agreement. This agreement will be presented to the Commission and the applicant during the regular March meeting date.

- The Commission also scheduled a public hearing for Tuesday, March 22<sup>nd</sup> to consider a recommendation to the Board in order to revoke zoning ordinance section 402.6 which currently permits by way of a special conditional use, child care or daycare facilities providing care for 13 or more children within a residential district. This section of the ordinance is being considered for revocation due to issues relating to this use within our residential districts.

## 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 on February 29<sup>th</sup> 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. Some of the initial review comments have been received and minor revisions will be required prior to final engineering approval. Staff anticipates receiving a PD Stage II application within the next couple of months. At that time, staff will present the final plans to the Planning Commission for a recommendation to the Board.

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 reviews have been received by this office and from these review comments, significant revisions will be required prior to the application being presented to the Commission for consideration. Staff currently awaits the submission of the revised plans for further 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. **UPDATE:** as of this report, staff continues to work with the property owner in order to gain a definitive timeline as to when the current facility will be demolished and when we can anticipate the construction of the new facility. To date, no timelines have been provided to this office. It should also be noted that the first round of reviews have been received by this office in relation to the final engineering. A number of comments were noted and further revisions will be required. Staff will continue to birddog this project and further provide updates back to the Board.

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 - 2387 Ellsworth: Popeyes recently held their grand opening to much fanfare. The store appears to be very busy. A final site inspection will be conducted later this spring once the owner has had an opportunity to install the agreed upon landscaping.

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 has been in contact with the owners engineer and anticipates the submission of detailed engineering plans within the next few weeks. Construction is still anticipated to begin during of spring 2016.

Clark East Towers: National Church Residences Corporation has received sketch plan approval from the planning commission for the construction of 3 minor building additions. The additions include an addition to the community room, an expansion of the maintenance facility and a new entry vestibule. As previously mentioned, this is part of an overall \$9 million renovation to the facility.

Von's Market/Save a Lot: 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, during a recent inspection, it appears that the contractors are working away toward their renovation. As soon as a grand opening date has been provided, I will be happy to include it in a future report.

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 was contacted this week by the design engineer and anticipates the submission of final engineering plans yet this week. The applicant has told staff that he very much anticipates the ground breaking during the late spring of 2016. The Board may also recall that the applicant has requested the consideration of the board in the creation of an industrial development district. The board is scheduled to hold the required public hearing and consider the request during the March 15<sup>th</sup> meeting.

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 remains 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. The applicant has submitted an application for a variance from section 2107 of the Zoning Code to permit the installation of tower as proposed. The application will be heard during the April meeting of the ZBA.

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:

Phantom Fireworks – 2299 Ellsworth: The ZBA was requested to consider the temporary use permit application of Phantom Fireworks to permit the outdoor display and sale of State approved fireworks within the Roundtree shopping center parking lot. The temporary use permit application was approved from June 15, 2016 to July 5, 2016.

USA Fireworks – 2321 Ellsworth: The ZBA was also requested to consider the temporary use permit application of USA Firework to permit the outdoor display and sale of State approved fireworks within the Roundtree Place Shopping Center (Ollies). After the public hearing, the applicant was not present so the ZBA took no action on the application and further postponed any action to the April meeting date.

### **Other Items:**

As the Board may recall, the Board authorized staff to post a Request for Proposal (RFP), seeking qualified applicants to provide planning and zoning assistance to the Township. The

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



# 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, MARCH 15, 2016

**6:00PM**

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

- 1. 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  
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## **REGULAR MEETING AGENDA**

**TUESDAY, MARCH 15, 2016**

**7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
  - A. 7:00PM – RESOLUTION 2016-12; REQUEST OF JOE LAWSON, PLANNING DIRECTOR FOR THE CREATION OF AN INDUSTRIAL DEVELOPMENT DISTRICT TO INCLUDE PARCELS K-11-39-350-001, K-11-39-350-002, K-11-39-350-004, K-11-39-350-005, K-11-39-350-006, K-11-39-350-009, K-11-39-350-010, K-11-39-350-011, K-11-39-350-027, K-11-39-350-028  
(PUBLIC HEARING SET AT THE FEBRUARY 16, 2016 REGULAR MEETING)
4. AAATA UPDATE – DEBORAH FREER
5. PUBLIC COMMENTS
6. CONSENT AGENDA
  - A. MINUTES OF THE MARCH 1, 2016 WORK SESSION AND REGULAR MEETING
  - B. STATEMENTS AND CHECKS
    1. STATEMENTS AND CHECKS FOR MARCH 15, 2016 IN THE AMOUNT OF \$1,021,392.94
    2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR FEBRUARY 2016 IN THE AMOUNT OF \$36,499.60
    3. CHOICE HEALTH CARE ADMIN FEE FOR JANUARY 2016 IN THE AMOUNT OF \$1,468.50
  - C. FEBRUARY 2016 TREASURER'S REPORT
7. SUPERVISOR REPORT
8. CLERK REPORT
9. TREASURER REPORT
10. TRUSTEE REPORT
11. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

## **OLD BUSINESS**

1. 2<sup>ND</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  
(FIRST READING HELD AT THE FEBRUARY 16, 2016 REGULAR MEETING)
2. 2<sup>ND</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  
(FIRST READING HELD AT THE FEBRUARY 16, 2016 REGULAR MEETING)

## **NEW BUSINESS**

1. BUDGET AMENDMENT #5
2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF A CONTRACT WITH STANTEC FOR ADDITIONAL WORK ON TYLER DAM PHASE III IN THE AMOUNT OF \$28,000.00 BUDGETED IN LINE ITEM #252-252-000-801-250
3. REQUEST AUTHORIZATION TO EXECUTE THE AMENDMENT TO BUILDING AND USE RESTRICTIONS FOR HURON CENTER COMMERCIAL AND INDUSTRIAL PARK AND THE TERMINATION OF RESTRICTIVE COVENANT AND AUTHORIZE SIGNING OF BOTH DOCUMENTS
4. REQUEST AUTHORIZATION TO APPROVE THE PRELIMINARY DEVELOPMENT AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI AND PWRW, LLC AND JWMW, LLC FOR THE HURON CENTER COMMERCIAL AND INDUSTRIAL PARK AND AUTHORIZE SIGNING OF THE AGREEMENT
5. REQUEST OF MARK NELSON, 14B COURT MAGISTRATE FOR APPROVAL OF STATEMENT OF WORK WITH COURT INNOVATIONS, INC. AND PAYMENT OF SETUP FEE IN THE AMOUNT OF \$900.00 BUDGETED IN LINE ITEM #236-136-000-819-006
6. 1<sup>ST</sup> READING OF RESOLUTION 2016-02, PROPOSED ORDINANCE 2016-457, AN ORDINANCE AMENDING THE CHARTER TOWNSHIP OF YPSILANTI ZONING CODE SIGN ORDINANCE NO. 74
7. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS FOR APPROVAL OF A TWO (2) YEAR CONTRACT WITH AT&T FOR EXISTING SERVICES IN THE AMOUNT OF \$480.00 PER MONTH BUDGETED IN LINE ITEM #252-252-000-850-000

## **OTHER BUSINESS**



# **PUBLIC HEARING**

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a. Resolution No. 2016-12, Creation of IDD

## **RESOLUTION 2016-12**

### ***A Resolution Establishing an Industrial Development District to Include All Parcels Attached Hereto as Exhibit A***

**Whereas**, pursuant to Act No. 198 of the Public Acts of 1974, as amended, the Charter Township of Ypsilanti Board of Trustees has the authority to establish Industrial Development Districts within the Charter Township of Ypsilanti; and

**Whereas**, on February 4, 2016 Abraham Ghaleb, on behalf of Anchors Realty and VMAX USA, petitioned the Charter Township of Ypsilanti Board of Trustees to establish an Industrial Development District on property located at 1879 W. Michigan Avenue located in the Charter Township of Ypsilanti hereinafter described on ***Exhibit A***, a copy of which is attached hereto and incorporated by reference; and

**Whereas**, no construction, acquisition, alteration, or installation of a proposed facility has commenced at the time of filing of the request to establish this district; and

**Whereas**, written notice has been given by mail to all owners of real property located within the district, and to the public by the Township Clerk's Office in accordance with the statutory requirements for notification and posting of public hearings in Ypsilanti Township; and

**Whereas**, on March 15, 2016 a public hearing was held at which all of the owners of real property within the proposed Industrial Development District as listed on ***Exhibit A*** as well as residents and taxpayers of the Charter Township of Ypsilanti were afforded an opportunity to be heard thereon; and

**Whereas**, the Charter Township of Ypsilanti Board of Trustees deems it to be in the public interest of the Charter Township of Ypsilanti to establish the Industrial Development District as proposed.

***Now Therefore,***

***Be it resolved,*** by the Charter Township of Ypsilanti Board of Trustees of the Charter Township of Ypsilanti that the following described parcels of land situated in the Charter Township of Ypsilanti, Washtenaw County, State of Michigan, to wit:

***See Exhibit A, attached hereto and incorporated by reference*** be and here is established as an Industrial Development District pursuant to the provision of Act No. 198 of the Public Acts of 1974 to be known as Industrial Development District No. 16-276.

**CHARTER TOWNSHIP OF YPSILANTI**  
**INDUSTRIAL DEVELOPMENT DISTRICT**

K -11-39-350-001        W. Michigan Ave

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

K -11-39-350-002        W. Michigan Ave

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)

K -11-39-350-004        1705 W Michigan Ave

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.

K -11-39-350-005        1725 W Michigan Ave

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.

K -11-39-350-006        1737 W Michigan Ave

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.

K -11-39-350-009          1777 W Michigan Ave

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.

K -11-39-350-010          1797 W Michigan Ave

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.

K -11-39-350-011          1805 W Michigan Ave

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.

K -11-39-350-027          1879 W Michigan Ave

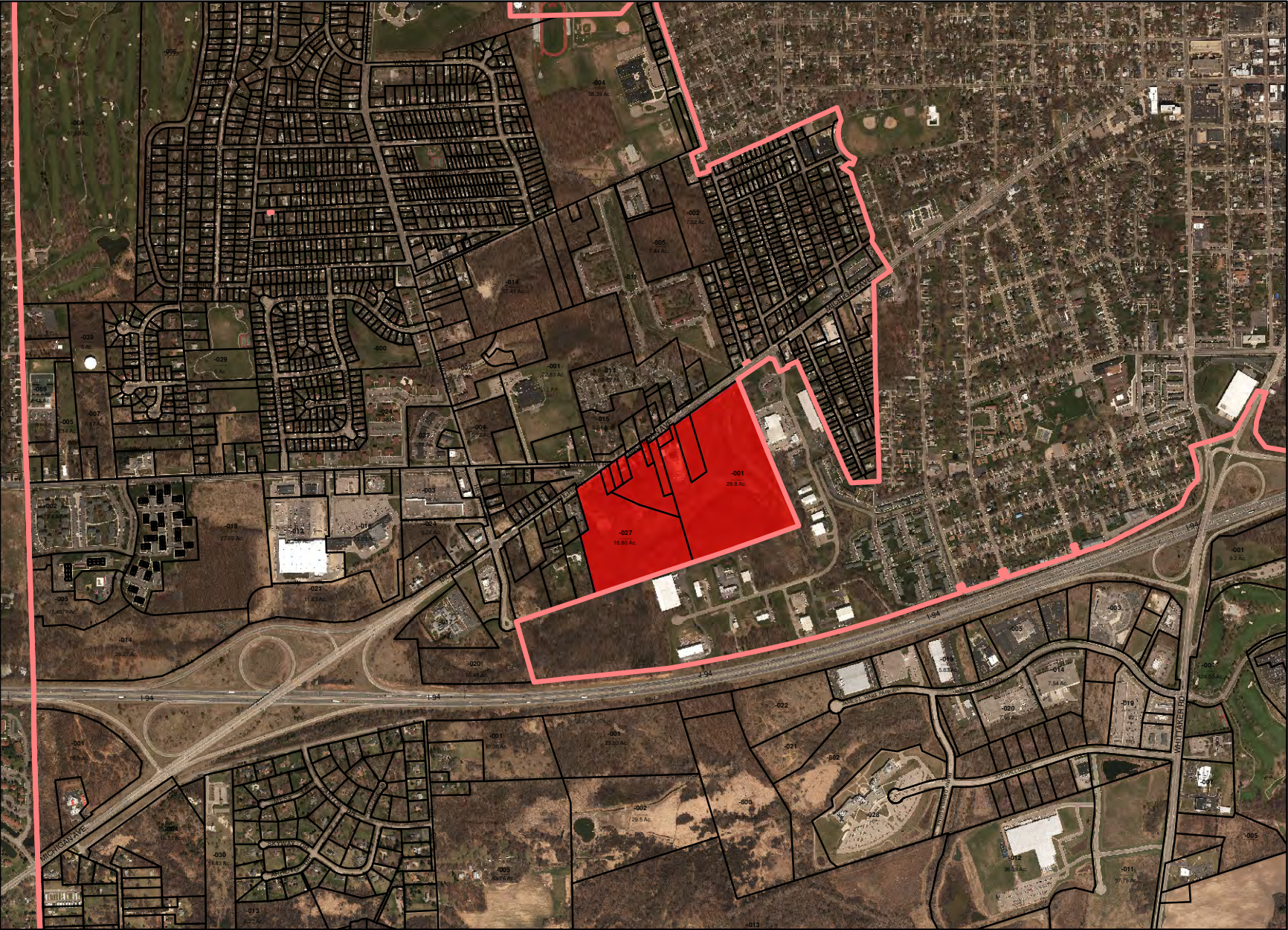
COMMENCING AT A POINT IN THE SOUTH LINE OF FRENCH CLAIM 690, 856 FT EASTERLY OF THE SW COR OF FRENCH CLAIM 690 TH N 15-48-52 W 611.93 FT; TH N 55-28-29 E 90 FT; TH N 15-48-52 W 435 FT; TH N 15-28-29 E 290 FT; TH S 15-38-32 E 235 FT; TH N 55-28-29 E 60.53 FT; TH S 65-24-59 E 310.93; TH S 72-7-1 E 425.67; 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

K-11-39-350-028          1747 W Michigan Ave

COMMENCING AT THE SE COR OF THE W 120 ACS OF FRENCH CLAIM NO. 690, TH N 15-38-32 W 476.96 FT FOR A POB, TH N 72-6-50 W 425.64 FT, TH N 65-24-58 W 310.93 FT, TH N 55-28-29 E 250.90 FT, TH N 15-38-32 W 200.12 FT TH N 55-28-28 E 200 FT, TH S 15-38-32 E 200.12 FT, TH N 55-28-29 E 75 FT, TH S 15-38-32 E 253.04 FT TO THE POB CONTAINING 4.57 +/- AC T3S R7E , A PARCEL OF LAND BEING PART OF FRENCH CLAIM NO. 690, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, SUBJECT TO EASEMENTS AND RESTRICITION OF RECORD IF ANY.



**CHARTER TOWNSHIP OF YPSILANTI**  
**INDUSTRIAL DEVELOPMENT DISTRICT: W MICHIGAN AVE**







# 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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# 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:** March 1, 2016  
**Re:** Request to add an additional parcel to the scheduled public hearing in order to consider the creation of an Industrial Development District (IDD)”

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As the Board may recall, during the February 16<sup>th</sup> meeting, the Board scheduled a public hearing for Tuesday, March 15<sup>th</sup> to consider the creation of an Industrial Development District (IDD) in association with the development of the VMAX USA facility to be constructed at 1879 West Michigan Avenue.

During the process of compiling the parcel information for the proposed district, it was later noted, after the scheduling of the public hearing, that the County GIS parcel identification system did not pick up the parcel information for one of the parcels within the proposed district.

That being said, it is recommended that the Board consider adding parcel K-11-39-350-028 (1747 West Michigan Avenue) to the list of properties being considered during the upcoming public hearing as it is related to the proposed Industrial Development District.

The parcel information and map are attached for your review and consideration.

If you should have any questions relating to this request, please feel free to contact me at your convenience.

1747 West Michigan Avenue  
Parcel K -11-39-350-028  
Legal Description

COMMENCING AT THE SE COR OF THE W 120 ACS OF FRENCH CLAIM NO. 690, TH N 15-38-32 W 476.96 FT FOR A POB, TH N 72-6-50 W 425.64 FT, TH N 65-24-58 W 310.93 FT, TH N 55-28-29 E 250.90 FT, TH N 15-38-32 W 200.12 FT TH N 55-28-28 E 200 FT, TH S 15-38-32 E 200.12 FT, TH N 55-28-29 E 75 FT, TH S 15-38-32 E 253.04 FT TO THE POB CONTAINING 4.57 +/- AC T3S R7E , A PARCEL OF LAND BEING PART OF FRENCH CLAIM NO. 690, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, SUBJECT TO EASEMENTS AND RESTRICITION OF RECORD IF ANY.



# PUBLIC COMMENTS

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# **CONSENT AGENDA**

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**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE MARCH 1, 2015 WORK SESSION**

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

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

**Members Absent:** Trustee Jean Hall Currie, Trustee Mike Martin

**Legal Counsel:** Wm. Douglas Winters

**REQUEST TO MAIL SURVEYS FOR CAMERAS IN HOLMES ROAD  
NEIGHBORHOOD**

Supervisor Stumbo stated the Holmes Road Neighborhood Watch was interested in getting cameras. She said surveys are mailed to see if residents are interested in getting cameras before scheduling a public hearing.

**AGENDA REVIEW**

- A. MINUTES OF THE FEBRUARY 2, 2016 WORK SESSION AND REGULAR MEETING
- B. MINUTES OF THE FEBRUARY 16, 2016 WORK SESSION AND REGULAR MEETING
- C. STATEMENTS AND CHECKS
  - 1. STATEMENTS AND CHECKS FOR YEAR END MARCH 1, 2016 IN THE AMOUNT OF \$346,163.63

**CHARTER TOWNSHIP OF YPSILANTI  
MARCH 1, 2016 WORK SESSION MINUTES  
PAGE 2**

**OTHER DISCUSSION**

**1. BUDGET AMENDMENT #4**

Clerk Lovejoy Roe explained Budget Amendment #4.

**2. REQUEST OF HABITAT FOR HUMANITY FOR FUNDING OF THE  
SUGARBROOK NEIGHBORHOOD COMMUNITY DEVELOPMENT PROGRAM  
IN THE AMOUNT OF \$50,000.00 BUDGETED IN LINE ITEM #101-950-000-  
969-011**

Supervisor Stumbo explained what the funding was for and commented this program has been very good for neighborhood stabilization.

**3. REQUEST OF JAVONNA NEEL, ACCOUNTING DIRECTOR TO APPROVE  
AGREEMENT WITH PUBLIC FINANCIAL MANAGEMENT INC. TO PROVIDE  
PROFESSIONAL DISSEMINATION AGENT SERVICES FOR TOWNSHIP BONDS  
IN THE AMOUNT OF \$1,000.00 BUDGETED IN LINE ITEM #101-956-000-  
801-000**

Supervisor Stumbo stated that this company was the same company we have always had but their name was changed and we have to approve this agreement with the new name of the company.

**4. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE  
PROPOSAL WITH GOOSEWORKS, LLC AND THE PLAN FOR INCREASED  
EFFORTS TO CONTROL THE GOOSE POPULATION AROUND THE CIVIC  
CENTER IN THE AMOUNT OF \$2,500.00 BUDGETED IN LINE ITEM #101-265-  
000-818-001 AND TO AUTHORIZE SIGNING OF THE PROPOSAL**

Jeff Allen, Residential Services Director explained that although we employed Gooseworks last year it was later in the season and the geese had already nested. This year Gooseworks will remove the geese, their eggs and relocate them elsewhere as per the DNR.

**CHARTER TOWNSHIP OF YPSILANTI  
MARCH 1, 2016 WORK SESSION MINUTES  
PAGE 3**

Treasurer Doe asked if the church was involved in this process. Mr. Allen said he would check with the church but he felt the geese only nest around the Township pond.

**5. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR TO APPROVE THE CONTRACT RENEWAL WITH LOOKING GOOD LAWNS, LLC FOR CALENDAR YEARS 2016 AND 2017**

Mr. Radzik, OCS Director, would like to continue with this company because they have been very dependable and do a good job. Mr. Radzik stated there will be a modest increase in pricing but the last increase was in 2014. Mr. Radzik stated by signing a two year agreement with Looking Good Lawns there will not be an increase for the next two years.

**6. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR TO ADD THE RESIDENTIAL SERVICES DIRECTOR AND THE POLICE SERVICES ADMINISTRATOR TO THE PUBLIC SAFETY NEIGHBORHOOD CAMERA POLICY**

Mr. Radzik, OCS Director explained the changes they had made in the language due to the new server. The discussion continued regarding the use of video footage and the time frame to keep footage. It was suggested that 30 days would be a good time frame.

**7. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR TO SET PUBLIC HEARING DATE OF APRIL 5, 2016, AT APPROXIMATELY 7:00PM TO CONSIDER THE REVOCATION OF THE CLASS C LIQUOR LICENSE HELD BY LAS DOS FUENTE, LLC FOR USE AT 1960 WHITTAKER ROAD**

Mr. Radzik, OCS Director stated that a Public Hearing needed to be held to revoke the class C liquor license.

**8. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1990 MCCARTNEY AVE. IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

Mike Radzik, OCS Director explained the legal action requested for 1990 McCartney.

**CHARTER TOWNSHIP OF YPSILANTI  
MARCH 1, 2016 WORK SESSION MINUTES  
PAGE 4**

- 9. REQUEST TO APPROVE AGREEMENT WITH MICHIGAN ABILITY PARTNERS FOR LITTER COLLECTION ALONG ROADWAYS AND MISCELLANEOUS TASKS AS ASSIGNED BY THE TOWNSHIP IN THE AMOUNT OF \$26.80 PER HOUR BUDGETED IN LINE ITEM #101-950-000-880-001**
  
- 10. REQUEST TO ADD AN ADDITIONAL PARCEL K-11-39-350-028 LOCATED AT 1747 WEST MICHIGAN AVE. TO THE PUBLIC HEARING SCHEDULED FOR MARCH 15, 2016 AT APPROXIMATELY 7:00PM FOR THE CREATION OF AN INDUSTRIAL DEVELOPMENT DISTRICT (IDD)**

**AUTHORIZATION AND BIDS**

- 1. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO WAIVE THE FINANCIAL POLICY AND AWARD LOW QUOTE FOR DUCTWORK CLEANING AT THE COMMUNITY CENTER OF AMISTEE AIRDUCT CLEANING IN THE AMOUNT OF \$21,357.87 BUDGETED IN LINE ITEM #230-751-000-931-021**

Jeff Allen, Residential Services Director explained the duct cleaning at the Community Center will be the same as we have had for the Civic Center and 14B Court. Mr. Allen also stated that this includes the Golf Course Building.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters stated he will have the legal documents prepared regarding the hotel that may be built behind Buffalo Wild Wings on the March 15, 2016 Board Meeting Agenda.

Attorney Winters stated on February 18, 2016 he and the Township Elected Officials along with Alex Mamo, Assessing Director, Joe Lawson, Planning Director, and Mike Radzik, OCS Director met with a representative from Fannie Mae. The Representative from Fannie Mae said they would assist the township with the properties they had acquired by implementing a process for the township to purchase these properties. They are proceeding in good faith and the township

**CHARTER TOWNSHIP OF YPSILANTI**  
**MARCH 1, 2016 WORK SESSION MINUTES**  
**PAGE 5**

would have the first option to purchase these houses. He said the Township would then sell the houses to Habitat for Humanity.

Attorney Winters stated that he and the Township Officials had a meeting today with the Broker for Gault Village Marketplace. He said initially, the Board was proceeding with litigation of the property but then learned the property had been sold. He also said the Board made it clear to the Broker that the owners have one month to bring the Board an action plan which would include a detailed plan for what they were doing along with a timeline for completion. Attorney Winters also stated that the portion of the shopping center that housed K-Mart along with the parking lot in front of that building was still owned by the former owners.

The Board adjourned the work session meeting at approximately 5:55 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE MARCH 1, 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

**Members Absent:** Trustee Jean Hall Currie, Trustee Mike Martin

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC COMMENTS**

Emmanuel Jones, Township Resident from Mentor 2 Youth stated that they will have their annual bowling tournament on April 9, 2016 from 1:00 pm to 4:30 pm. He urged the township to participate either by joining in bowling or sponsoring a lane.

**CONSENT AGENDA**

- A. MINUTES OF THE FEBRUARY 2, 2016 REGULAR MEETING
- B. MINUTES OF THE FEBRUARY 16, 2016 WORK SESSION AND REGULAR MEETING
- C. STATEMENTS AND CHECKS
  - 1. STATEMENTS AND CHECKS FOR MARCH 1, 2016 IN THE AMOUNT OF \$346,163.63

**A motion was made by Treasurer Doe, supported by Trustee S. Martin to approve the Consent Agenda**

The motion carried unanimously.

**ATTORNEY REPORT**

- A. GENERAL LEGAL UPDATE (given in the Work Session)

**NEW BUSINESS**

- 1. BUDGET AMENDMENT #4

**A Motion was made by Treasurer Doe, supported by Trustee S. Martin to Approve the Budget Amendment #4 (see attached).**

**CHARTER TOWNSHIP OF YPSILANTI  
MARCH 1, 2016 REGULAR BOARD MEETING MINUTES  
PAGE 2**

The motion carried unanimously.

- 2. REQUEST OF HABITAT FOR HUMANITY FOR FUNDING OF THE SUGARBROOK NEIGHBORHOOD COMMUNITY DEVELOPMENT PROGRAM IN THE AMOUNT OF \$50,000.00 BUDGETED IN LINE ITEM #101-950-000-969-011**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request of Habitat for Humanity for Funding of the Sugarbrook Neighborhood Community Development Program in the Amount of \$50,000.00 Budgeted in Line Item #101-950-000-969-011.**

The motion carried unanimously.

- 3. REQUEST OF JAVONNA NEEL, ACCOUNTING DIRECTOR TO APPROVE AGREEMENT WITH PUBLIC FINANCIAL MANAGEMENT INC. TO PROVIDE PROFESSIONAL DISSEMINATION AGENT SERVICES FOR TOWNSHIP BONDS IN THE AMOUNT OF \$1,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000**

**A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Javonna Neel, Accounting Director to Approve Agreement with Public Financial Management Inc. to Provide Professional Dissemination Agent Services for Township Bonds in the Amount of \$1,000.00 Budgeted in Line Item #101-956-000-801-000.**

The motion carried unanimously.

- 4. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE PROPOSAL WITH GOOSEWORKS, LLC AND THE PLAN FOR INCREASED EFFORTS TO CONTROL THE GOOSE POPULATION AROUND THE CIVIC CENTER IN THE AMOUNT OF \$2,500.00 BUDGETED IN LINE ITEM #101-265-000-818-001 AND TO AUTHORIZE SIGNING OF THE PROPOSAL**

**A Motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request of Jeff Allen, Residential Services Director to Approve Proposal with Gooseworks, LLC And the Plan for Increased Efforts to Control the Goose Population Around the Civic Center in the Amount of \$2,500.00 Budgeted in line Item #101-265-000-818-001 and to Authorize Signing of the Proposal.**

The motion carried unanimously.

- 5. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR TO APPROVE THE CONTRACT RENEWAL WITH LOOKING GOOD LAWNS, LLC FOR CALENDAR YEARS 2016 AND 2017**

**A Motion was made by Trustee Eldridge, supported by Trustee S. Martin to Approve the Request of Michael Radzik, OCS Director to Approve the Contract Renewal with Looking Good Lawns, LLC for Calendar Years 2016-2017.**

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI  
MARCH 1, 2016 REGULAR BOARD MEETING MINUTES  
PAGE 3**

**6. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR TO ADD THE RESIDENTIAL SERVICES DIRECTOR AND THE POLICE SERVICES ADMINISTRATOR TO THE PUBLIC SAFETY NEIGHBORHOOD CAMERA POLICY**

**A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Michael Radzik, OCS Director to Add the Residential Services Director and the Police Services Administrator to the Public Safety Neighborhood Camera Policy with the recommendation for the retention period not to exceed 30 days to be added to the policy.**

The motion carried unanimously.

**7. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR TO SET PUBLIC HEARING DATE OF APRIL 5, 2016, AT APPROXIMATELY 7:00PM TO CONSIDER THE REVOCATION OF THE CLASS C LIQUOR LICENSE HELD BY LAS DOS FUENTE, LLC FOR USE AT 1960 WHITTAKER ROAD**

**A Motion was made by Trustee S. Martin, supported by Trustee Eldridge to Approve the Request of Michael Radzik, OCS Director to set Public Hearing Date of April 5, 2016, at Approximately 7:00PM to Consider the Revocation of the Class C Liquor License Held by Las Dos Fuente, LLC for use at 1960 Whittaker Road.**

The motion carried unanimously.

**8. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1990 MCCARTNEY AVE. IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request of Michael Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 1990 McCartney Ave. in the Amount of \$5,000.00 Budgeted in Line Item #101-950-000-801-023.**

The motion carried unanimously.

**9. REQUEST TO APPROVE AGREEMENT WITH MICHIGAN ABILITY PARTNERS FOR LITTER COLLECTION ALONG ROADWAYS AND MISCELLANEOUS TASKS AS ASSIGNED BY THE TOWNSHIP IN THE AMOUNT OF \$26.80 PER HOUR BUDGETED IN LINE ITEM #101-950-000-880-001**



**CHARTER TOWNSHIP OF YPSILANTI  
MARCH 1, 2016 REGULAR BOARD MEETING MINUTES  
PAGE 4**

**A Motion was made by Treasurer Doe, supported by Trustee S. Martin to Approve the Request to Approve Agreement with Michigan Ability Partners for Litter Collection along Roadways and Miscellaneous Tasks as Assigned by the Township in the Amount of \$26.80 Per Hour Budgeted in Line Item #101-905-000-880-001.**

The motion carried unanimously.

**10. REQUEST TO ADD AN ADDITIONAL PARCEL K-11-39-350-028 LOCATED AT 1747 WEST MICHIGAN AVE. TO THE PUBLIC HEARING SCHEDULED FOR MARCH 15, 2016 AT APPROXIMATELY 7:00PM FOR THE CREATION OF AN INDUSTRIAL DEVELOPMENT DISTRICT (IDD)**

**A Motion was made by Clerk Lovejoy Roe supported by Treasurer Doe to Approve the Request to Add an Additional Parcel K-11-39-350-028 Located at 1747 West Michigan Ave. to the Public Hearing Scheduled for March 15, 2016 at Approximately 7:00PM for the Creation of an Industrial Development District (IDD).**

The motion carried unanimously.

**AUTHORIZATION AND BIDS**

**1. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO WAIVE THE FINANCIAL POLICY AND AWARD LOW QUOTE FOR DUCTWORK CLEANING AT THE COMMUNITY CENTER OF AMISTEE AIRDUCT CLEANING IN THE AMOUNT OF \$21,357.87 BUDGETED IN LINE ITEM #230-751-000-931-021**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request of Jeff Allen, Residential Services Director to Waive the Financial Policy and Award Low Quote for Ductwork Cleaning at the Community Center of Amistee Airduct Cleaning in the Amount of \$21,357.87 Budgeted in Line Item #230-751-000-931-021.**

The motion carried unanimously.

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

The motion carried unanimously.

The meeting was adjourned at approximately 7:13 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 #4

March 1, 2016

230 - RECREATION FUND

Total Increase \$21,360.00

Increase budget for duct cleaning work to be done at the Community Center by Amistee Air Duct Cleaning, who also turned in the lowest bid for the Civic Center duct cleaning. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	230-000-000-699.000	\$21,360.00
		Net Revenues	<u>\$21,360.00</u>
Expenditures:	Non Recurring R & M Comm Ctr	230-751-000-931.021	\$21,360.00
		Net Expenditures	<u>\$21,360.00</u>

595-MOTORPOOL FUND

Total Increase \$20,924.00

Increase budget to purchase 2016 Ford Escape from Gorno Ford through MiDeal at \$20,735 plus all weather mats \$89 and Township logo's \$100. Vehicle to be shared by the Information Systems department and the Chief Building Official. The departments will be paying lease payments back to the Motor Pool for use of the vehicle. Purchase approved by Board at 2/16/16 meeting. This is funded by an Appropriation of Prior Year Fund Balance

Revenues:	Prior Year Appropriation	595-000-000-699.000	\$20,924.00
		Net Revenues	<u>\$20,924.00</u>
Expenditures:	Capital Outlay/Vehicles	595-595-000-985.000	\$20,924.00
		Net Expenditures	<u>\$20,924.00</u>

Motion to Amend the 2016 Budget (#4):

Move to increase the Recreation Fund budget by \$21,360 to \$948,466 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$20,924 to \$226,737 and approve the department line item changes as outlined.

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



**Accounting  
Department**

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

*Charter Township of Ypsilanti*

## STATEMENTS AND CHECKS

*MARCH 15, 2016 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$ 753,604.55
HAND CHECKS -	<u>\$ 267,788.39</u>
GRAND TOTAL -	<b>\$ 1,021,392.94</b>

Choice Health Care Deductible – FEBRUARY 2016

ACH EFT -	\$ 36,499.60
ADMIN FEE -	\$ 1,468.50 (JAN)

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
02/23/2016	AP	171302	7160	ROBERT D. KIME, INC.	1,955.00
02/24/2016	AP	171303	5049	BLUE CROSS BLUE SHIELD OF MI	133,184.28
02/24/2016	AP	171304	BCBS	BLUE CROSS BLUE SHIELD OF MI	33,482.82
02/24/2016	AP	171305	0363	COMCAST CABLE	144.85
02/24/2016	AP	171306	2002	DELTA DENTAL PLAN OF MICHIGAN	13,441.93
02/24/2016	AP	171307	0119	DTE ENERGY**	73,870.81
02/24/2016	AP	171308	16486	PAETEC	531.31
02/29/2016	AP	171309	6821	AT & T	26.55
02/29/2016	AP	171310	6821	AT & T	91.94
02/29/2016	AP	171311	16509	CLEAR RATE COMMUNICATIONS, INC	1,093.12
02/29/2016	AP	171312	COMCAST B	COMCAST BUSINESS	825.00
02/29/2016	AP	171313	0363	COMCAST CABLE	104.85
02/29/2016	AP	171314	0363	COMCAST CABLE	214.90
02/29/2016	AP	171315	0363	COMCAST CABLE	161.04
02/29/2016	AP	171316	6263	STANDARD INSURANCE COMPANY	4,329.40
02/29/2016	AP	171317	7003	YPSILANTI TWP TAX COLLECTION	2,072.91
03/04/2016	AP	171318	0363	COMCAST CABLE	119.23
03/04/2016	AP	171319	0363	COMCAST CABLE	239.85
03/04/2016	AP	171320	2600	STATE OF MICHIGAN	26.00
03/04/2016	AP	171321	1475	VERIZON WIRELESS	1,753.81
03/04/2016	AP	171322	15934	WASTE MANAGEMENT	118.79

Hand Checks

AP TOTALS:

Total of 21 Checks:	267,788.39
Less 0 Void Checks:	0.00
Total of 21 Disbursements:	<u>267,788.39</u>

User: mharris

CHECK NUMBERS 171323 - 171417

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
03/15/2016	AP	171323	2937	A & R TOTAL CONSTRUCTION, INC.	330.84
03/15/2016	AP	171324	AAATA	AAATA	9.58
03/15/2016	AP	171325	6858	ABBEY DOOR	6,110.00
03/15/2016	AP	171326	15493	ADAM KURTINAITIS	735.00
03/15/2016	AP	171327	0560	ALLGRAPHICS CORPORATION	1,512.90
03/15/2016	AP	171328	6981	ALLIED SUBSTANCE ABUSE	73.00
03/15/2016	AP	171329	1276	AMERICAN JUDGE'S ASSOC.	150.00
03/15/2016	AP	171330	AMISTEE	AMISTEE AIR DUCT CLEANING	16,524.00
03/15/2016	AP	171331	1464	ANN ARBOR AREA TRANSPORTATION AUTH.	725.00
03/15/2016	AP	171332	0017	ANN ARBOR CLEANING SUPPLY	316.66
03/15/2016	AP	171333	0022	ANN ARBOR WELDING SUPPLY CO	215.14
03/15/2016	AP	171334	0215	AUTO VALUE YPSILANTI	738.04
03/15/2016	AP	171335	0071	BRENDA STUMBO	141.85
03/15/2016	AP	171336	1094	C & G GRINDING	275.00
03/15/2016	AP	171337	16284	CHARTER TOWNSHIP OF YPSILANTI	450,000.00
03/15/2016	AP	171338	C. BONNER	CHAYA BONNER	45.00
03/15/2016	AP	171339	CINTAS	CINTAS CORPORATION	69.54
03/15/2016	AP	171340	C. TAYLOR	CLARENCE TAYLOR III	30.00
03/15/2016	AP	171341	0582	CONGDON'S	57.95
03/15/2016	AP	171342	CONTI	CONTI	435.00
03/15/2016	AP	171343	6944	DES MOINES STAMP MFG. CO.	25.30
03/15/2016	AP	171344	15987	EDGAR RAINEY	87.00
03/15/2016	AP	171345	2898	EMERGENT HEALTH PARTNERS	5,956.15
03/15/2016	AP	171346	ETC	EMPLOYEE TIME CLOCKS	73.10
03/15/2016	AP	171347	4863	FRED PRYOR SEMINARS	499.00
03/15/2016	AP	171348	15897	GARY STAFFORD	123.00
03/15/2016	AP	171349	0073	GENE BUTMAN FORD	150.85
03/15/2016	AP	171350	6161	GOVERNMENTAL CONSULTANT	2,850.00
03/15/2016	AP	171351	0107	GRAINGER	1,333.12
03/15/2016	AP	171352	G.CRUMP	GREGORY CRUMP	60.00
03/15/2016	AP	171353	6414	GRIFFIN PEST SOLUTIONS	31.00
03/15/2016	AP	171354	6786	HERITAGE-CRYSTAL CLEAN, LLC	150.26
03/15/2016	AP	171355	0503	HOME DEPOT	239.72
03/15/2016	AP	171356	0174	HONEYWELL	1,575.15
03/15/2016	AP	171357	6280	KAREN LOVEJOY ROE	126.19
03/15/2016	AP	171358	KCI	KCI	933.51
03/15/2016	AP	171359	K. WALKER	KIARRAH WALKER	100.00
03/15/2016	AP	171360	LLS	LANGUAGE LINE SERVICES	76.04
03/15/2016	AP	171361	LB OFFICE	LB OFFICE PRODUCTS	607.00
03/15/2016	AP	171362	6467	LOWE'S	48.92
03/15/2016	AP	171363	6185	LUBRICATION ENGINEERS	325.00
03/15/2016	AP	171364	0158	MARK HAMILTON	1,500.00
03/15/2016	AP	171365	0253	MCLAIN AND WINTERS	99,780.78
03/15/2016	AP	171366	16445	MCMASTER-CARR	43.44
03/15/2016	AP	171367	MENARD	MENARD, INC.	1,200.87
03/15/2016	AP	171368	METRO AIR	METRO AIRPORT TRUCK	6,277.39
03/15/2016	AP	171369	8036	MICHIGAN ASSOC. OF PLANNING	75.00
03/15/2016	AP	171370	1485	MICHIGAN CAT	4,475.77
03/15/2016	AP	171371	0343	MICHIGAN CHAMBER SERVICES INC.	565.00
03/15/2016	AP	171372	16461	MICHIGAN LINEN SERVICE, INC.	1,302.82
03/15/2016	AP	171373	0044	MICHIGAN MUNICIPAL LEAGUE	5,000.00
03/15/2016	AP	171374	0265	MICHIGAN STATE FIREMEN'S ASSOC	420.00
03/15/2016	AP	171375	MR. BUBBLE	MR. BUBBLES AUTO SPA	100.00
03/15/2016	AP	171376	1983	O'CONNOR, DEGRAZIA & TAMM, P.C.	32.00
03/15/2016	AP	171377	OC	OAKLAND COUNTY	1,863.25
03/15/2016	AP	171378	2997	OFFICE EXPRESS	953.08
03/15/2016	AP	171379	0309	ORCHARD, HILTZ & MCCLIMENT INC	3,880.25
03/15/2016	AP	171380	6198	PADNOS-LEITELT, INC.	111,453.00
03/15/2016	AP	171381	0913	PARKWAY SERVICES, INC.	125.00
03/15/2016	AP	171382	P. POWER	PETER POWER	1,015.00
03/15/2016	AP	171383	PREFERRED	PREFERRED TONER SOLUTIONS	574.80
03/15/2016	AP	171384	0722	PRINTING SYSTEMS	102.15
03/15/2016	AP	171385	0928	PROFESSIONAL TREE SERVICE	250.00
03/15/2016	AP	171386	6045	Q.P.S PRINTING	610.00
03/15/2016	AP	171387	6308	RKA PETROLEUM	761.01
03/15/2016	AP	171388	15772	S & S PARTS	1,468.32
03/15/2016	AP	171389	0634	SAM'S CLUB DIRECT	643.57
03/15/2016	AP	171390	15751	SOUTHERN COMPUTER WAREHOUSE	680.20
03/15/2016	AP	171391	1507	SPARTAN DISTRIBUTORS	714.71
03/15/2016	AP	171392	15362	STANDARD & POOR'S	2,000.00
03/15/2016	AP	171393	0872	STATE OF MICHIGAN#	180.00
03/15/2016	AP	171394	2188	STATE OF MICHIGAN***	50.73
03/15/2016	AP	171395	0632	STERICYCLE INC	173.87
03/15/2016	AP	171396	11025	TAMMIE KEEN	57.02
03/15/2016	AP	171397	1227	TARGET INFORMATION	82.71
03/15/2016	AP	171398	6824	THD AT- HOME SERVICES	42.75
03/15/2016	AP	171399	15787	THOMAS REUTERS	74.10
03/15/2016	AP	171400	15941	TODD BARBER	2,325.00

User: mharris

CHECK NUMBERS 171323 - 171417

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
03/15/2016	AP	171401	TRA	TRANSUNION RISK & ALTERNATIVE	775.00
03/15/2016	AP	171402	2597	U.S. POSTAL SERVICE*	3,000.00
03/15/2016	AP	171403	2597	U.S. POSTAL SERVICE*	225.00
03/15/2016	AP	171404	3082	UNIVERSITY TRANSLATORS	1,069.25
03/15/2016	AP	171405	6627	VICTORY LANE	65.34
03/15/2016	AP	171406	16302	W.J. O'NEIL COMPANY	388.00
03/15/2016	AP	171407	7035	WASHTENAW COMMUNITY COLLEGE#	37.63
03/15/2016	AP	171408	16425	WASHTENAW COUNTY LEGAL NEWS	235.00
03/15/2016	AP	171409	7005	WASHTENAW COUNTY TREASURER	2,240.00
03/15/2016	AP	171410	7005	WASHTENAW COUNTY TREASURER	266.39
03/15/2016	AP	171411	0444	WASHTENAW COUNTY TREASURER#	80.00
03/15/2016	AP	171412	7042	WASHTENAW INTERMEDIATE	54.50
03/15/2016	AP	171413	WASHTENAW	WASHTENAW URGENT CARE	70.00
03/15/2016	AP	171414	YCCS	YPSILANTI COMMUNITY SCHOOLS - WR	206.83
03/15/2016	AP	171415	7039	YPSILANTI COMMUNITY SCHOOLS - YP	24.79
03/15/2016	AP	171416	7034	YPSILANTI DISTRICT LIBRARY	37.76
03/15/2016	AP	171417	0729	ZEP MANUFACTURING COMPANY	110.66

## AP TOTALS:

Total of 95 Checks:

753,604.55

Less 0 Void Checks:

0.00

Total of 95 Disbursements:

753,604.55

OFFICE OF THE TREASURER  
LARRY J. DOE



MONTHLY TREASURER'S REPORT  
FEBRUARY 1, 2016 THROUGH FEBRUARY 29, 2016

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	2,035,840.26	1,036,496.94	847,610.06	2,224,727.14
101 - Payroll	85,786.37	802,086.90	792,261.09	95,612.18
101 - Willow Run Escrow	142,377.93	22.57	0.00	142,400.50
206 - Fire Department	2,031,601.15	8,652.99	376,329.66	1,663,924.48
208 - Parks Fund	4,368.20	0.44	359.62	4,009.02
212 - Roads/Bike Path/Rec/General Fund	340,683.83	614.46	49,228.52	292,069.77
225 - Environmental Clean-up	444,497.50	47.14	0.00	444,544.64
226 - Environmental Services	1,571,451.11	7,674.48	208,281.50	1,370,844.09
230 - Recreation	67,638.58	15,633.48	56,776.34	26,495.72
236 - 14-B District Court	118,319.57	142,503.24	99,979.95	160,842.86
244 - Economic Development	67,204.31	7.13	0.00	67,211.44
248 - Rental Inspections	164,523.19	17,227.91	13,022.53	168,728.57
249 - Building Department Fund	532,675.63	30,952.43	33,153.54	530,474.52
250 - LDFA Tax	75,015.29	7.96	0.00	75,023.25
252 - Hydro Station Fund	351,683.15	74,152.76	20,675.49	405,160.42
266 - Law Enforcement Fund	1,185,215.18	12,134.63	516,448.31	680,901.50
280 - State Grants	18,390.53	1.95	0.00	18,392.48
301 - General Obligation	5,168.53	0.55	0.00	5,169.08
397 - Series "B" Cap. Cost of Funds	27,221.79	2.87	337.50	26,887.16
398 - LDFA 2006 Bonds	6,560.45	0.70	0.00	6,561.15
498 - Capital Improvement 2006 Bond Fund	337,347.37	53.46	0.00	337,400.83
584 - Green Oaks Golf Course	223,919.25	565.46	21,223.58	203,261.13
590 - Compost Site	991,188.99	3,780.21	18,846.77	976,122.43
595 - Motor Pool	297,339.26	31.28	4,427.52	292,943.02
701 - General Tax Collection	20,042.13	68,863.71	3,469.00	85,436.84
703 - Current Tax Collections	11,630,681.73	7,475,033.26	2,681,504.71	16,424,210.28
707 - Bonds & Escrow/GreenTop	756,668.59	51,822.95	2,608.00	805,883.54
708 - Fire Withholding Bonds	201,202.03	16.05	99,886.19	101,331.89
893 - Nuisance Abatement Fund	52,645.24	925.48	1,570.61	52,000.11
ABN AMRO Series "B" Debt Red. Cap.Int.	15,519.26	0.49	145.90	15,373.85
<b>GRAND TOTAL</b>	<b>23,802,776.40</b>	<b>9,749,313.88</b>	<b>5,848,146.39</b>	<b>27,703,943.89</b>



# SUPERVISOR REPORT

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

# **CLERK REPORT**

**MARCH 15, 2016**

**Submitted by Karen Lovejoy Roe, Clerk**

- **MARCH 8, 2016 PRESIDENTIAL PRIMARY ELECTION**-It was a very exciting election day with a great turnout of voters! The Clerk's office was extremely busy with the Presidential Primary Election. There were 14,312 Ypsilanti Township registered voters participating in this recent election which is 35% of the registered voters in Ypsilanti Township. In comparison, in the 2012 Presidential Primary, 13% of the Ypsilanti Township registered voters participated, and in the 2008 Presidential Primary, 22% of the Ypsilanti Township registered voters participated. In comparison there were 16% of the registered voters in Ypsilanti Township that participated in the August, 2012 Primary Election. The election went very smoothly even with the greater turnout than expected. The precincts were staffed with 144 Election Inspectors. The Residential Services Department set up team worked for five days delivering and picking up equipment and setting up and breaking down the 19 precincts. I would like to personally express my deep appreciation for the great job and team work displayed by the Election Inspectors, the Clerk's Department Staff, and Township Employees that supplemented the Clerk's staff and the Residential Services Department. The planning and preparation and the actual Election Day process was successful because of the dedication of Ypsilanti Township employees, team work and wonderful Election Inspectors who handle the tremendous workload on Election Day.
- **MAY 3, 2016 COUNTYWIDE WISD MILLAGE ELECTION**- The Clerk's Department is in full election preparation for the May 3, 2016 election. The ballots have been ordered. Staffing and training of Election Inspectors will begin very soon. The process of planning for the May election began at the end of February. Election Inspectors are needed for the May, August and November, 2016 elections.
- **AFFORDABLE HOUSING REGIONAL EQUITY LEADERSHIP GROUP MEETING**- The next meeting of the Affordable Housing Regional Equity Leadership Group will be held on Wednesday, April 13, 2016 at the LRC off of Washtenaw Ave.
- **REGIONAL TRANSPORTATION AUTHORITY**-The next scheduled meeting of the RTA Joint Policy/Technical meeting will be on Wednesday, April 13, 2016 at the Dearborn City Council Chamber in Dearborn, Michigan.
- **REIMAGINE WASHTENAW**-The March meeting was canceled due to a lack of agenda items. The next Reimagine Washtenaw meeting will be held on Tuesday, April 12, 2016 at the LRC off of Washtenaw Avenue.
- **WASHTENAW URBAN COUNTY EXECUTIVE COMMITTEE MEETING**-Supervisor Stumbo and Clerk Lovejoy Roe met with Lindsay Wallace from the Office of Community and Economic Development with Washtenaw County to review possible projects for the CDBG 2016/2017 funding cycle. The status of current CDBG funded projects was also discussed. On Wednesday, March 2, 2016 Supervisor Stumbo

and Clerk Lovejoy Roe attended the Urban County Executive Meeting. The 2016 Priority Project funding was awarded to assist in the building of the Depot Town Commuter Amtrak Rail Service Platform. The 2016 DRAFT Annual Action Plan was presented. Public Hearings will be held on the 2016 Annual Draft Action Plan. The Committee will vote on the action plan at the next Urban County Executive Committee Meeting.

- **PASSPORTS**-The Clerk's office is scheduled to process the Eastern Michigan University Basketball Team's passports in April. The Clerk's office will be processing passports once again beginning the week of March 14<sup>th</sup>. During the week before and after the elections the Clerk's office did not process passports. There are efforts underway to have the Treasurer's office staff process passports once training has occurred and certifications approved for staff members. Treasurer's department staff would be able to process passports during the times the Clerk's office would be unavailable.

# 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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**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, not limited to the smoking area, and **the designated parking area for the business.**

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 **and parking area** 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 **outdoor** 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:** Planning Commission  
**From:** Joe Lawson, Planning Director  
**Date:** March 3, 2016  
**Re:** Proposed Second Reading of Ordinance 2016-456  
Chapter 22 Businesses: "Smoking Lounges"

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As the Board may recall, during the February 16, 2016 regular meeting, the Board approved the first reading of Ordinance 2016-456 which if approved, would amend Chapter 22 entitled Businesses to include smoking lounge licensing and regulations.

During the review of the proposed ordinance, many concerns were noted which prompted the Board to suggest a meeting between OCS Director Mike Radzik, myself and local smoking lounge owner Shawn Sinawe. Mr. Sinawe agreed to review the ordinance and in turn provide staff with some recommendations relating to the proposed ordinance.

During the scheduled meeting, Mr. Sinawe expressed his concerns relating to the proposed hours of operation. Mr. Sinawe stated that per his sales report, a large percentage of his sales take place after midnight. Mr. Sinawe recommended that the hours of operation be extended to at least 2:00am. It was suggested to Mr. Sinawe that he present his data to the Board for consideration during the second reading for further review and consideration.

In addition to the meeting with Mr. Sinawe, Township Attorney King has provided our office with the attached revisions to the ordinance for the Boards consideration. The proposed changes that are highlighted in red extend the regulations of this ordinance not only to the building in which the lounge is housed but also to the designated parking area for the business. No other changes have been prepared as of this memorandum.

It is the recommendation of staff that the Board consider approving the second reading of Ordinance 2016-456. Staff further recommends, based upon conversations with a local business operator that the hours of operation be extended to from midnight to 2:00am in order to be more in line with neighboring liquor establishments.

# **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"

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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

# **NEW BUSINESS**

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**CHARTER TOWNSHIP OF YPSILANTI  
2016 BUDGET AMENDMENT #5 REVISED**

March 15, 2016

**225 - ENVIRONMENTAL CLEANUP FUND**

Total Increase \$28,000.00

Increase budget to allow for a transfer to the Hydro Station Fund. This is for Professional Services of Stantec for design & engineering 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	\$28,000.00
		Net Revenues	<u><u>\$28,000.00</u></u>
Expenditures:	Transfer to Hydro Station	225-225-000-968.252	\$28,000.00
		Net Expenditures	<u><u>\$28,000.00</u></u>

**252 - HYDRO STATION FUND**

Total Increase \$28,000.00

Increase budget for Professional Services of Stantec for design & engineering 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	\$28,000.00
		Net Revenues	<u><u>\$28,000.00</u></u>
Expenditures:	Professional Ser - Other Dams	252-252-000-801.250	\$28,000.00
		Net Expenditures	<u><u>\$28,000.00</u></u>

**266 - LAW ENFORCEMENT FUND**

Total Increase \$1,518.00

Increase budget for PTO payout over the budgeted 32 hours per employee. The payout amount requested is 68 hours paid at 75% and the three full time elected officials have approved to bring to the Board. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$1,518.00
		Net Revenues	<u><u>\$1,518.00</u></u>
Expenditures:	Salary - Permeant Wages	266-304-000-706.000	\$1,409.88
	FICA	266-304-000-715.000	\$108.12
		Net Expenditures	<u><u>\$1,518.00</u></u>

Motion to Amend the 2016 Budget (#5) REVISED:

Move to increase the Environmental Clean-Up Fund budget by \$28,000 to \$35,000 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$28,000 to \$519,112 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$1,518 to \$6,810,179 and approve the department line item changes as outlined.

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
KAREN LOVEJOY ROE  
*Treasurer*  
LARRY J. DOE  
*Trustees*  
JEAN HALL CURRIE  
STAN ELDRIDGE  
MIKE MARTIN  
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: March 9, 2016

RE: Approval of an additional \$28,000 to be added to the existing Stantec contract to be paid out of line item 252.252.000.801.250 for additional design/engineering for the Tyler Dam project.

Please see the attached quote for a “not to exceed” for services provided by Stantec for additional work on Phase III at the Tyler Dam.

This is for the same project that we bid with YCUA last year and it came back way over the anticipated costs. In this regard, on February 2, we brought forward a proposal for Stantec to provide us with additional services, not to exceed \$7,000. They did do this work and on March 7, representatives of the Township, YCUA, Stantec and the DEQ met to discuss what they would consider under a change in the current DEQ permit that YCUA holds with them. Our goal was to make changes that would save in reducing the amount of money it would cost the Township (and YCUA) to complete the project of Tyler Pond mitigation management.



The timing of this project is critical as YCUA would need to include this in their plan that will go forward in early April. The Township is interested in bidding this project with YCUA, as it may save us both money. The DEQ indicated they thought they could get the review and possible approval of the plan, if they receive it by the end of March 2016.

We would like Board approval of this additional dollar amount of \$28,000 (total is \$35,000) in order for Stantec to do the additional engineering and drawings that would be needed for the DEQ to consider, so we may re-bid this project.

Paul Malocha of Stantec will be available at either the work session or the board meeting for questions.



**MASTER SERVICES AGREEMENT  
TASK ORDER**

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CHARTER TOWNSHIP OF YPSILANTI

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: March 14, 2016

This TASK ORDER is issued under the **MASTER SERVICES AGREEMENT** (dated 2/24/16) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and CHARTER TOWNSHIP OF YPSILANTI ("CLIENT") for Services to be provided by STANTEC on the Tyler Dam Phase 3-Rebid project ("Project"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Michael Saranen, Hydro Operations.

**SERVICES:** STANTEC shall perform the following SERVICES:

Approximately 175 hours of engineering services for rebid of Tyler Dam drawdown project. Anticipated scope includes:

- Revise drawdown and dredging procedures.
- Re-engineer drop 4 structures.
- Design valve and operating platform.
- Correspondence with MDEQ regarding changes.
- Related proj. mgmt and QA/QC.
- Bid assistance.

(hereinafter called the "SERVICES")

**CONTRACT TIME:** Commencement Date: March 14, 2016

Estimated Completion Date: June 15, 2016

**CONTRACT PRICE:** Subject to the terms below, CLIENT will compensate STANTEC as follows:

Time and Materials, Not to Exceed: \$28,000

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local

mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to this Task Order adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC'S hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

**ADDITIONAL  
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

**ADDITIONAL  
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Task Order:

Stantec Rate Table

**INSURANCE  
REQUIREMENTS:**

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

**Automobile Liability:** Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

**Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

**Workers' Compensation:** As prescribed by applicable law.



**Stantec**

# MASTER SERVICES AGREEMENT TASK ORDER

**Certificates:** Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

**CHARTER TOWNSHIP OF YPSILANTI**

**STANTEC CONSULTING SERVICES INC.**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Per:

Per:

*MARK D. PASCOE, SR. ASSOC.*

*[Handwritten Signature]*

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Per:

Per:

Title	Hourly Rate	Description
Technician	\$57 - \$64	<ul style="list-style-type: none"> <li>• Entry-level position</li> <li>• Works under the supervision of a senior professional</li> <li>• Recent graduate from an appropriate post-secondary program or equivalent</li> <li>• Generally, less than four years experience</li> </ul>
Engineering Assistant Construction Technician Environmental Technician	\$71 - \$85	<ul style="list-style-type: none"> <li>• Junior-level position</li> <li>• Independently carries out assignments of limited scope using standard procedures, methods and techniques</li> <li>• Assists senior staff in carrying out more advanced procedures</li> <li>• Completed work is reviewed for feasibility and soundness of judgment</li> <li>• Graduate from an appropriate post-secondary program or equivalent</li> <li>• Generally, four years work experience</li> </ul>
Senior CADD Technician Project Engineer Designer Senior Engineering Designer	\$92 - \$105	<ul style="list-style-type: none"> <li>• Fully qualified professional position</li> <li>• Carries out assignments requiring general familiarity within a broad field of the respective profession</li> <li>• Makes decisions by using a combination of standard methods and techniques</li> <li>• Actively participates in planning to ensure the achievement of objectives</li> <li>• Works independently to interpret information and resolve difficulties</li> <li>• Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>• Generally, six years experience</li> </ul>
Senior Designer Senior Project Engineer Project Manager	\$114- \$129	<ul style="list-style-type: none"> <li>• First level supervisor of first complete level of specialization</li> <li>• Provides applied professional knowledge and initiative in planning and coordinating work programs</li> <li>• Adapts established guidelines as necessary to address unusual issues</li> <li>• Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment</li> <li>• Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>• Generally, nine years experience</li> </ul>
Senior Project Manager Associate Registered Surveyor	\$136 - \$149	<ul style="list-style-type: none"> <li>• Highly-specialized technical professional or supervisor of groups of professionals</li> <li>• Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise</li> <li>• Participates in short and long range planning to ensure the achievement of objectives</li> <li>• Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures</li> <li>• Reviews and evaluates technical work</li> <li>• Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>• Generally, ten years experience with extensive, broad experience</li> </ul>
Principal	\$173 - \$232	<ul style="list-style-type: none"> <li>• Senior level consultant or management function</li> <li>• Recognized as an authority in a specific field with qualifications of significant value</li> <li>• Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise</li> <li>• Independently conceives programs and problems for investigation</li> <li>• Participates in discussions to ensure the achievement of program and/or project objectives</li> <li>• Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects</li> <li>• Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>• Generally, fifteen years experience with extensive professional and management experience</li> </ul>
Survey Crew	\$120 \$160	1 person crew 2 person crew

# McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON  
YPSILANTI, MICHIGAN 48197  
(734) 481-1120

DENNIS O. McLAIN  
WM. DOUGLAS WINTERS  
ANGELA B. KING

FAX (734) 481-8909  
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

March 10, 2016

Brenda L. Stumbo, Supervisor  
Karen Lovejoy Roe, Clerk  
Larry Doe, Treasurer  
Charter Township of Ypsilanti  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197

- Re: **1. Receipt of an Email Dated Wednesday, March 2, 2016 From Buffalo Wild Wings Attorney James O. Brown Wherein He Attached the "Amendment to Building and Use Restrictions, Termination of Restrictive Covenant, and the 'Preliminary Development Agreement'" which will Allow Buffalo Wild Wings and the Developer to Proceed with the Construction of the Proposed Hotel**
- 2. Request that the Aforementioned Documents be Placed on the Township Board Agenda at its Regular Meeting Scheduled on Tuesday, March 15, 2016 inasmuch as the Purchase Agreement Between Buffalo Wild Wings and the Developer will Terminate on March 31, 2016**
- 3. Request that Planning Director Joe Lawson Prepare an Updated Memorandum Concerning this Proposed Development**

Dear Board Members:

As I am sure your respective files reflect, on **February 22, 2016** I forwarded to your attention copies of the executed Assignments from Morgan Mitsubishi which

Stumbo/Roe/Doe

Re: Huron Commons Commercial Condominium Units 3&4

March 10, 2016

Page 2

transferred to Ypsilanti Township all of their “...**rights and interests under the three recorded instruments that impose restrictive covenants on the Huron Center and Industrial Park.**” Those Assignments were recorded with the Washtenaw County Register of Deeds on Wednesday, **February 17, 2016.**

In addition to forwarding copies of the executed Assignments, I also provided your offices on **February 22** with two additional documents that will need to be executed by Supervisor Brenda L. Stumbo and Clerk Karen Lovejoy Roe. I have attached for your files another set of those documents which are entitled “**Amendment to Building and Use Restrictions for Huron Center Commercial and Industrial Park**” and the “**Termination of Restrictive Covenant.**” The execution of these documents will allow the owner of Buffalo Wild Wings to sell the 2.2 acres behind his restaurant to the developer who will proceed to construct a new hotel once the site plan has been submitted for review in accordance with the Township’s established planning requirements.

I have also attached for your consideration a copy of the proposed “**Preliminary Development Agreement**” between the two corporate entities involved in the sale of Units 3 and 4 of the Condominium which, if approved, will result in a final development agreement that will incorporate all of the detailed engineering and other site amenities that would be required as part of a development of this nature.

As you may recollect, the process regarding the termination of the building and use restrictions so as to allow a three story hotel to be built on this property has been a very time consuming and laborious process, and it required the cooperation of not only the Morgan-Mitsubishi Development Company but also necessitated the involvement and dedication of Planning Director Joe Lawson as well as your respective offices and other administrative staff. As I am sure you would agree, what appeared at the outset to be insurmountable developmental issues with the owner and developer were resolved once we scheduled all the parties to meet with your offices and administrative staff at our weekly developmental team meeting held back on Thursday, **November 12, 2015.**

As you can see from the attachments to the preliminary development agreement, there is a permanent private road agreement that will service both Buffalo Wild Wings and the new hotel and this private road agreement also insures that there

Stumbo/Roe/Doe

Re: Huron Commons Commercial Condominium Units 3&4

March 10, 2016

Page 3

will be adequate ingress and egress (along with utilities and maintenance provisions) that will run with the land.

Late this afternoon I had a telephone conversation with Attorney Jim Brown who represents the owners of Buffalo Wild Wings. During my telephone conversation with Attorney Brown he advised that the Purchase Agreement that currently is in effect between the buyer and seller will expire on Thursday, **March 31, 2016**. Inasmuch as the Township Board will not meet after **March 15, 2016** until Tuesday, **April 5, 2016**, I would respectfully request this matter be placed on the Board agenda for our upcoming meeting. I did contact Deputy Clerk Lisa Garrett late this afternoon and advised these documents would be forthcoming this evening and again appreciate your consideration of this important proposed development of a much needed hotel in Ypsilanti Township. This proposed hotel will also more likely than not generate additional investment along the Whittaker/Huron corridor.

In addition, I would respectfully request Planning Director Joe Lawson to prepare an updated memorandum and aerial map concerning this proposed development which would also be helpful to your offices and the Township Board during the **March 15** meeting. If after review of this correspondence and attachments you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

/js

Encls.

cc: Mike Radzik  
Alex Mamo  
Joe Lawson  
Eric Copeland, Fire Chief  
Linda Gosselin  
Brian McCleery  
Dennis O. McLain



**AMENDMENT TO BUILDING AND USE RESTRICTIONS  
FOR  
HURON CENTER COMMERCIAL & INDUSTRIAL PARK**

CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation, of 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099 (“**Township**”) has executed this Amendment with reference to the following facts and circumstances:

A. Morgan-Mitsubishi Development Co., a Michigan co-partnership, as declarant (“**Original Declarant**”), executed the Building and Use Restrictions for Huron Center Commercial and Industrial Park dated December 15, 1988, and recorded the same on August 30, 1989, in Liber 2343 at Page 990, Washtenaw County Records (“**Restrictions**”).

B. Pursuant to Article C of the Restrictions, Township and Original Declarant reserved the exclusive right to modify or change the Restrictions whenever in their joint opinion and discretion such modification or change will not be detrimental to any portion of the property subject to the Restrictions, improvements made thereon and businesses operated thereon.

C. By an Assignment of Declarant’s Rights dated February 8, 2016, and recorded in Liber 5136 at Page 993, Washtenaw County Records, Original Declarant has assigned to Township all of Original Declarant’s right, title, and interest as declarant under the Restrictions.

D. Township, on its own behalf and as assignee of Original Declarant’s rights as declarant under the Restrictions, wishes to amend the Restrictions in order to release the real property described on the attached **Exhibit A** (the “**Released Parcel**”) from the Restrictions. Township, on its own behalf and as assignee of Original Declarant, has determined that this Amendment will not be detrimental to any portion of the property described in the Restrictions, improvements made thereon and businesses operated thereon.

E. This Amendment is not a conveyance or transfer of real property. Accordingly, state and county real estate transfer taxes do not apply.

**THEREFORE**, Township, on its own behalf and as assignee of Original Declarant’s rights as declarant under the Restrictions, amends the Restrictions to release the Released Parcel from the provisions of the Restrictions. Township intends that, upon recordation of this Amendment, the Released Parcel will no longer be bound by or subject to the Restrictions.

In case of conflict or inconsistency between the original Restrictions and this Amendment, the provisions of this Amendment will control. All other provisions of the Restrictions that are not in conflict or inconsistent with this Amendment remain in full force and effect.

Dated: \_\_\_\_\_, 2016.

**CHARTER TOWNSHIP OF YPSILANTI**

By: \_\_\_\_\_  
Brenda Stumbo, Supervisor

And By: \_\_\_\_\_  
Karen Lovejoy Roe, Clerk

STATE OF MICHIGAN )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2016, by Brenda Stumbo, as Supervisor, and by Karen Lovejoy Roe, as Clerk of the Charter Township of Ypsilanti, a Michigan municipal corporation, for Township.

\_\_\_\_\_  
Notary public, State of Michigan, County of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

## **EXHIBIT A**

### Released Parcel

A part of Lot 1, Huron Center Commercial & Industrial Park, a part of French Claims 680 and 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, described as: Commencing at the Northwest corner of said Lot 1; thence South 89 degrees 12 minutes 50 seconds East along the North line of said Lot, 64.88 feet; thence South 74 degrees 14 minutes 00 seconds East continuing along said North line 187.85 feet to the point of beginning of this description; thence South 74 degrees 14 minutes 00 seconds East 178.39 feet; thence South 39 degrees 59 minutes 20 seconds East 211.92 feet; thence South 04 degrees 57 minutes 00 seconds West 332.44 feet; thence North 64 degrees 01 minute 06 seconds West 235.51 feet; thence South 25 degrees 58 minutes 54 seconds West 443.64 feet to the Northerly line of Commerce Parkway; thence Northwesterly 2.88 feet along said Northerly line on a curve to the right, said curve having a delta angle of 00 degrees 21 minutes 40 seconds, a radius of 457.00 feet, a chord of 2.88 feet bearing North 33 degrees 35 minutes 43 seconds West; thence Northwesterly 264.02 feet continuing along Northerly line on a curve to the left; said curve having a delta angle of 27 degrees 51 minutes 31 seconds, a radius of 543.00 feet, a chord of 261.43 feet bearing North 47 degrees 20 minutes 40 seconds West; thence North 25 degrees 58 minutes 54 seconds East 732.13 feet to the point of beginning.

## **TERMINATION OF RESTRICTIVE COVENANT**

CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation, of 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099 (“**Township**”) has executed this Termination with reference to the following facts and circumstances:

A. Morgan-Mitsubishi Development Co., a Michigan co-partnership, as Seller (“**MMDC**”), executed a Restrictive Covenant with Lawrence D. Clark and Doris A. Clark, as Purchaser, dated March 20, 1995, which was recorded on March 24, 1995, in Liber 3091 at Page 89, Washtenaw County Records (“**Restrictive Covenant**”).

B. Pursuant to paragraph 2 of the Restrictive Covenant, the Restrictive Covenant inures to the benefit of MMDC and its successors and assigns.

C. By an Assignment of Seller’s Rights dated February 8, 2016, and recorded in Liber 5136 at Page 992, Washtenaw County Records, MMDC has assigned to Township all of MMDC’s right, title, and interest as Seller under the Restrictive Covenant.

D. Township, as assignee of MMDC’s rights as Seller under the Restrictive Covenant, has determined (i) that the restrictions set forth in the Restrictive Covenant are no longer necessary, (ii) that the subject matter of the Restrictive Covenant is adequately addressed by the Township Zoning Code, and (iii) that the Restrictive Covenant should be terminated.

E. This Termination is not a conveyance or transfer of real property. Accordingly, state and county real estate transfer taxes do not apply.

**THEREFORE**, Township, as assignee of MMDC’s rights as Seller under the Restrictive Covenant, terminates and discharges the Restrictive Covenant in its entirety. Township intends that, upon recordation of this Termination, the property described in the Restrictive Covenant will no longer be bound by or subject to the Restrictive Covenant.

[Signatures on following page.]

Dated: \_\_\_\_\_, 2016.

**CHARTER TOWNSHIP OF YPSILANTI**

By: \_\_\_\_\_  
Brenda Stumbo, Supervisor

And By: \_\_\_\_\_  
Karen Lovejoy Roe, Clerk

STATE OF MICHIGAN )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2016, by Brenda Stumbo, as Supervisor, and by Karen Lovejoy Roe, as Clerk of the Charter Township of Ypsilanti, a Michigan municipal corporation, for Township.

\_\_\_\_\_  
Notary public, State of Michigan, County of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

## PRELIMINARY DEVELOPMENT AGREEMENT

PWRW, LLC, a Michigan limited liability company, of 6076 Brighton Lake Road, Brighton, Michigan 48116 (“**PWRW**”); JWMW, LLC, a Michigan limited liability company, of 6076 Brighton Lake Road, Brighton, Michigan 48116 (“**JWMW**”) (PWRW and JWMW together are sometimes referred to as “**Companies**” in this Agreement); and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation, of 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099 (“**Township**”), have entered into this Agreement as of the date of the last signature shown on the signature page, below, with reference to the following facts and circumstances:

### Recitals

A. PWRW owns Units 1 and 2 of Huron Commons Commercial Condominium (“**Condominium**”), a condominium project established in Ypsilanti Township, Washtenaw County, Michigan, pursuant to a Master Deed recorded December 15, 2006, in Liber 4623, Page 721, Washtenaw County Records, as amended (“**Master Deed**”), and designated as Washtenaw County Condominium Subdivision Plan No. 539. JWMW owns Units 3 and 4 of the Condominium. Together, the Companies own all the units of the Condominium.

B. The land that is included in the Condominium is legally described on the attached **Exhibit A** (“**Condominium Property**”).

C. JWMW has entered into an agreement to sell the land underlying Units 3 and 4 of the Condominium (the “**Hotel Property**”) to a third party that intends to construct a hotel on it. The Hotel Property is more fully described on the attached **Exhibit B**. As a condition of the sale, the Companies are required to terminate the Condominium and to cause the Condominium Property to be released from the restrictive covenants contained in the Building and Use Restrictions for Huron Center Commercial & Industrial Park recorded in Liber 2343 at Page 990, Washtenaw County Records, and the Restrictive Covenant recorded in Liber 3091 at Page 89, Washtenaw County Records (together, the “**Restrictions**”).

D. Pursuant to the terms of the Restrictions, and as assignee of the rights and interest of Morgan-Mitsubishi Development Co. under the Restrictions, Township has the power to release the Condominium Property from the Restrictions. Township has approved the grant of such a release, as provided in a certain Amendment to Building and Use Restrictions and a certain Termination of Restrictive Covenant, both of which have been presented to, and approved by, the Township Board.

E. The parties wish to set forth the Companies’ commitments to Township with respect to terminating the Condominium, creating an easement for ingress, egress and utilities, and imposing certain restrictive covenants on the Condominium Property.

THEREFORE, based upon the foregoing and in consideration of the mutual covenants and conditions set forth below, Companies and Township agree as follows:

1. **Companies' Agreements.** Companies will do the following:

(a) Terminate the Condominium by executing and recording a Termination Agreement in compliance with the Master Deed and the Michigan Condominium Act. Upon such termination, by operation of law the Companies will own the Condominium Property as tenants in common, each as to an undivided one-half interest, as provided in the Master Deed and the Michigan Condominium Act.

(b) Convey the Hotel Property (together with an easement for ingress, egress and utilities) to JWMW and the remainder of the Condominium Property to PWRW, by duly executed and recorded Warranty Deeds.

(c) Execute and record a Private Road Agreement in substantially the form attached to this Agreement as **Exhibit C**.

2. **Miscellaneous.**

(a) **Approval by the Parties.** This Agreement has been approved by the Companies and the Township, as evidenced by the Township's governing body resolutions, dated \_\_\_\_\_, 2016.

(b) **Execution in Counterparts.** This Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which will constitute one agreement. The signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart.

(c) **Headings; Construction.** The various headings of this Agreement are included for convenience only and do not affect the meaning or interpretation of this Agreement or any provision. When the context and construction so require, all words used in the singular will be deemed to have been used in the plural and the masculine will include the feminine and the neuter and vice versa.

(d) **Partial Validity; Severability.** If any term or provision of this Agreement or its application to any person or circumstance should, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

(e) **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties and their respective successors in interest and assigns, and no third party has any rights under this Agreement.

(f) **Joint Product of Parties.** This Agreement is the result of arms-length negotiations between the Companies and the Township and their respective attorneys. Accordingly, none of the parties will be deemed to be the author of this Agreement, and this Agreement will not be construed against either party.

Each of the parties, intending to be legally bound, has executed one or more counterparts of this Preliminary Development Agreement as of the date written beneath its signature below.

**PWRW, LLC**

By: \_\_\_\_\_  
James J. Womac, Manager  
Date: \_\_\_\_\_, 2016

**JWMW, LLC**

By: \_\_\_\_\_  
James J. Womac, Manager  
Date: \_\_\_\_\_, 2016

**CHARTER TOWNSHIP OF YPSILANTI**

By: \_\_\_\_\_  
Brenda Stumbo, Supervisor

And By: \_\_\_\_\_  
Karen Lovejoy Roe, Clerk  
Date: \_\_\_\_\_, 2016



## **EXHIBIT A**

### Condominium Property Legal Description

A part of Lot 1, Huron Center Commercial & Industrial Park, a part of French Claims 680 and 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, described as: Commencing at the Northwest corner of said Lot 1; thence South 89 degrees 12 minutes 50 seconds East along the North line of said Lot, 64.88 feet; thence South 74 degrees 14 minutes 00 seconds East continuing along said North line 187.85 feet to the point of beginning of this description; thence South 74 degrees 14 minutes 00 seconds East 178.39 feet; thence South 39 degrees 59 minutes 20 seconds East 211.92 feet; thence South 04 degrees 57 minutes 00 seconds West 332.44 feet; thence North 64 degrees 01 minute 06 seconds West 235.51 feet; thence South 25 degrees 58 minutes 54 seconds West 443.64 feet to the Northerly line of Commerce Parkway; thence Northwesterly 2.88 feet along said Northerly line on a curve to the right, said curve having a delta angle of 00 degrees 21 minutes 40 seconds, a radius of 457.00 feet, a chord of 2.88 feet bearing North 33 degrees 35 minutes 43 seconds West; thence Northwesterly 264.02 feet continuing along Northerly line on a curve to the left; said curve having a delta angle of 27 degrees 51 minutes 31 seconds, a radius of 543.00 feet, a chord of 261.43 feet bearing North 47 degrees 20 minutes 40 seconds West; thence North 25 degrees 58 minutes 54 seconds East 732.13 feet to the point of beginning.

## EXHIBIT B

### Hotel Property Legal Description

A part of Lot 1, Huron Center Commercial & Industrial Park, a part of French Claims 680 & 681, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, said parcel described as: Commencing at the Northwest corner of said Lot 1; thence S89°12'50"E along the North line of said Lot 1 a distance of 64.88 feet; thence S74°14'00"E continuing along said North line 187.85 feet; thence S25°58'54"W 219.00 feet to the point of beginning of this description; thence S64°01'06"E 201.92 feet; thence S25°58'54"W 369.03 feet; thence Southwesterly 64.66 feet on a curve to the right, said curve having a radius of 83.50 feet, a delta angle of 44°22'15" and a chord length of 63.06 feet bearing S48°10'02"W; thence S70°21'09"W 34.01 feet; thence S47°47'08"W 87.54 feet to the Northerly right of way line of James L. Hart Parkway; thence Northwesterly 123.70 feet along said Northerly right of way on a curve to the left, said curve having a radius of 543.00 feet, a delta angle of 13°03'07" and a chord length of 123.43 feet bearing N54°44'53"W; thence N25°58'54"E 513.13 feet to the point of beginning; said parcel containing 2.28 acres, more or less.

Together with a perpetual, nonexclusive easement appurtenant for ingress, egress and utilities over the following described parcel:

A part of Lot 1, Huron Center Commercial & Industrial Park, a part of French Claims 680 & 681, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, said parcel described as: Commencing at the Northwest corner of said Lot 1; thence S89°12'50"E along the North line of said Lot 1 a distance of 64.88 feet; thence S74°14'00"E continuing along said North line 187.85 feet; thence S25°58'54"W 732.13 feet to the Northerly right of way line of James L. Hart Parkway; thence Southeasterly 123.70 feet along said Northerly right of way on a curve to the right, said curve having a radius of 543.00 feet, a delta angle of 13°03'07" and a chord length of 123.43 feet bearing S54°44'53"E to the point of beginning of this description; thence N47°47'08"E 87.54 feet; thence N70°21'09"E 34.01 feet; thence Northeasterly 64.66 feet on a curve to the left, said curve having a radius of 83.50 feet, a delta angle of 44°22'15" and a chord length of 63.06 feet bearing N48°10'02"E; thence N25°58'54"E 413.06 feet; thence S64°01'06"E 33.00 feet; thence S25°58'54"W 189.98 feet; thence S64°01'06"E 17.99 feet; thence S25°58'54"W 443.64 feet to the Northerly right of way line of James L. Hart Parkway; thence along said Northerly right of way the following two courses: Northwesterly 2.88 feet on a curve to the right, said curve having a radius of 457.00 feet, a delta angle of 00°21'40", and a chord length of 2.88 feet bearing N33°35'43"W and Northwesterly 140.33 feet on a curve to the left, said curve having a radius of 543.00 feet, a delta angle of 14°48'25", and a chord length of 139.94 feet bearing N40°49'07"W to the point of beginning; said parcel containing 0.82 acre, more or less.

**EXHIBIT C**

Private Road Agreement

## PRIVATE ROAD AGREEMENT

PWRW, LLC, a Michigan limited liability company, whose address is 6076 Brighton Lake Road, Brighton, Michigan 48116 (“**PWRW**”), and JWMW, LLC, a Michigan limited liability company, whose address is 6076 Brighton Lake Road, Brighton, Michigan 48116 (“**JWMW**”) (PWRW and JWMW are sometimes collectively called (“**Declarants**”), have executed this Agreement with reference to the following facts and circumstances:

A. PWRW is the fee owner of the parcels of property located in Ypsilanti Township, Washtenaw County, Michigan, which are more fully described on the attached **Exhibit A** and are identified on **Exhibit A** as “Parcel A” and “Parcel C”, respectively. JWMW is the fee owner of the parcel of real property located in Ypsilanti Township, Washtenaw County, Michigan, which is more fully described on the attached **Exhibit A** and is identified on **Exhibit A** as “Parcel B.”

B. “Parcel A,” “Parcel B,” and “Parcel C” are sometimes referred to collectively as “**Parcels**” and individually as “**Parcel**.”

C. By Warranty Deed of even date from PWRW and JWMW, as tenants in common, to JWMW, JWMW has been granted a perpetual, nonexclusive easement appurtenant for ingress, egress and utilities (the “**Easement**”) over Parcel C for the benefit of Parcel B.

D. Declarants desire to set forth additional restrictions, covenants and conditions relating to the use of Parcel C and the common private access drive (the “**Access Drive**”) located on Parcel C, and to provide for the joint maintenance, repair, and replacement of the Access Drive and other improvements on Parcel C.

E. This Agreement is not subject to real estate transfer taxes because no property is conveyed pursuant to this Agreement.

The Declarants, therefore, declare and agree that the Parcels will be held, sold, and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which will run with the Parcels both as to benefit and burden and be binding on all parties having any right, title, or interest in all or part of any Parcel:

1. Permitted Uses. The Access Drive may only be used (a) for vehicular and pedestrian ingress and egress between and among the Parcels and between the Parcels and James L. Hart Parkway by the respective owners of the Parcels, their tenants, guests and invitees, and by all providers (whether public or private) of emergency services, including without limitation ambulance, fire, police and public safety, and (b) for the construction, maintenance, repair, and replacement of road improvements appurtenant to the Access Drive. In addition, Parcel C may be used for the construction, maintenance, repair, and replacement of public and/or private

utilities (including without limitation street lighting as provided in Section 2(c) below), sidewalks, signage and landscaping, all for the benefit of one or more of the Parcels.

2. Covenants.

(a) All owners of the Parcels (or any part of a Parcel), their tenants, guests and invitees, will share the use of the Access Drive as described in this Agreement in a reasonable manner and may not obstruct, impede, or interfere with the reasonable use of the Access Drive as contemplated by this Agreement by any person benefitted by this Agreement.

(b) No pipe, conduit, cable, line or the like for water, sewage, drainage, steam, electricity or other utility or service may be installed or maintained upon the surface of the ground of any Parcel outside of a building.

(c) The owners of Parcel A and Parcel B, at their joint expense, will install, operate, maintain, repair and replace street lighting along the Access Drive as required and approved by the Charter Township of Ypsilanti (“**Township**”). If the cost of installing, operating, maintaining, repairing or replacing such lighting is financed by the establishment of a special assessment district, the assessments will be levied equally against Parcel A and Parcel B.

(d) The owners of Parcel A and Parcel B, at their joint expense, will (i) maintain, repair and replace the paved surfaces of the Access Drive in accordance with the requirements and standards of the Washtenaw County Road Commission (“**Road Commission**”) and Township, including without limitation the removal of snow, ice and debris, and (ii) install, maintain, repair and replace traffic directional signs, markers and lines on or along the Access Drive in accordance with Road Commission requirements and standards.

(e) If Township requires the construction or installation of sidewalk, landscaping or any other improvement on Parcel C as a condition of permitting construction on Parcel A or Parcel B (the “**Benefited Parcel**”), the entire cost of installing, constructing, maintaining, repairing and replacing the sidewalk, landscaping or other improvement will be borne by the owner of the Benefited Parcel. For purposes of the Township Zoning Code, frontage along the Access Drive is considered “road frontage” in relation to landscaping, setbacks and sidewalk requirements.

(f) The owners of Parcel A and Parcel B (i) will each, at its sole expense, construct, maintain, repair and replace all onsite storm water management systems located on its respective Parcel, and (ii) will, at their joint expense, construct, maintain, repair and replace all onsite storm water management systems located on Parcel C, all as required and approved by the Washtenaw County Water Resources Commissioner.

3. Sharing of Expenses. Except as expressly provided in Section 2 above and Section 4 below, the owners of Parcel A and Parcel B are each responsible to pay 50% (“**Fractional Share**”) of the approved expenses (“**Expenses**”) that are the joint responsibility of those owners under Section 2.

Parcel A and Parcel B will each possess one vote, to be exercised by the owner of such Parcel with respect to decisions regarding the Expenses, out of a total number of two votes. Notice of any meetings to decide matters concerning the Expenses must be provided to each owner of Parcel A and Parcel B at least seven days in advance of the scheduled meeting. The presence of an owner of a Parcel at the meeting will be considered a waiver of the notice requirement. A meeting may be scheduled at the request of any owner of Parcel A or Parcel B.

Proposed Expenses will be approved if agreed to by the owners of both Parcel A and Parcel B. If any proposed action that would the incurrence of Expenses is not approved by such vote, the owner of any Parcel consenting to such action may proceed with the action at the owner's own expense.

Notwithstanding the foregoing, the owner of a Parcel will not be responsible for any Expenses incurred with respect to the Access Drive before the date on which construction of improvements has commenced on that Parcel, except as otherwise provided in Section 4 below.

4. Damages. If damage to the Access Drive or any other improvements on Parcel C is caused solely by the negligence or intentional conduct of any owner of a Parcel or of any person using the Access Drive pursuant to the authority of an owner of a Parcel, then that owner will be liable for the full cost of repairing all of the damage. In the event the Access Drive or other improvement on Parcel C is damaged by construction equipment in connection with the installation, maintenance, repair, or replacement of public and/or private utilities for the benefit of a particular Parcel or is damaged by equipment in connection with the construction of a building or improvements on or for the benefit of a Parcel, then the owner of the Parcel benefitting from such utilities, construction, or other improvements will be responsible for the damage and will be obligated to repair the damage immediately at the Parcel owner's expense and to hold the owners of the other Parcels harmless from any liability in connection with such repairs.

5. Insurance Coverage. The owners of Parcel A and Parcel B will each obtain and keep in full force and effect one or more policies of commercial general liability insurance, insuring the owner from and against any and all claims, of whatsoever kind or nature, arising from the owner's interest in, and use of, Parcel C, and regardless of whether the claim alleges any fault on the owner's part, in the amount of not less than \$1,000,000, combined single limit, or such other commercially reasonable limit as those owners may agree upon from time to time. Each such policy will be issued by an insurer doing business in Michigan and having a rating of A-VII or better in the then-current edition of Best's Key Rating Guide, or if that Guide ceases publication, a similar rating published by a similar organization. Each insurance policy will designate the owner of the other Parcel as additional insured. The owners of Parcel A and Parcel B will each provide the other with certificates of insurance issued by each of the insurance companies issuing any of the policies required pursuant to the provisions of this Section. Each owner's certificate will provide that the evidenced insurance policies will not be altered or canceled until after 30 days' notice to the other owner. Updated evidence of insurance coverage will be furnished as required by this Section not fewer than 15 days prior to the effective date of any new or substituted coverage.

6. Collection, Lien. If any owner of a Parcel (the "**Delinquent Owner**") fails to pay its share of the Expenses approved by the owners of Parcels under this Agreement or fails to pay any other obligation required of the Delinquent Owner under this Agreement, any one or more of the owners of the other Parcels who are not in default under this Agreement (the "**Creditor Owners**") will be authorized to pay such obligations on the Delinquent Owner's behalf. All amounts so advanced will bear interest at the rate of 10% per annum or the highest lawful rate, whichever is lower, accruing from the date that is 60 days after the Creditor Owner has given the Delinquent Owner written notice of the advance by personal delivery, by certified mail, return receipt requested, by overnight express courier service, or by any means of electronic transmission to which the Delinquent Owner has consented. The Creditor Owner may commence an action against the Delinquent Owner for the full amount of such unpaid charges, interest, and other obligations, together with all costs, expenses and attorneys' fees incurred by the Creditor Owners in the effort to collect. All such unpaid amounts and interest, together with all costs,

expenses and attorneys' fees incurred in collecting the same, will automatically become a continuing lien upon the Delinquent Owner's Parcel. In addition to the right to commence an action as stated above, any of the Creditor Owners are authorized to record a claim of lien in the office of the Register of Deeds of Washtenaw County, Michigan, against the Delinquent Owner's Parcel in the full amount of the claim, including without limitation interest, costs, expenses and attorneys' fees associated with collection. The Creditor Owners may record the claim of lien without regard to whether they have commenced suit for collection of the sums owed by the Delinquent Owner. After recording the claim of lien, any of the Creditor Owners may foreclose the lien in any manner now or hereafter permitted by law or in equity for the foreclosure of mortgage liens.

7. Release. If the owner of a Parcel is current in its obligations under this Agreement, that owner will be released from all liability for Expenses immediately upon the sale or other conveyance of the owner's complete fee interest in the Parcel.

8. Taxes. Each owner of a Parcel must pay all taxes, charges, liens, and assessments, if any, against its respective Parcel; provided, however, that if Parcel C is taxed as a separate tax parcel, then the owners of Parcel A and Parcel B will each pay its Fractional Share of the real estate taxes on Parcel C.

9. Runs with the Land. The restrictions, covenants and conditions set forth in this Agreement will run with the land, both as to benefit and burden, and will inure to the benefit of, and be binding upon, the parties and their respective successors and assigns.

10. Amendment. No changes, additions or qualifications to the terms of this Agreement may be made or be binding unless made in writing and signed by the owners of all the Parcels and by the Township.

11. Successors in Interest. Any grantee of any interest in a Parcel, together with the grantee's heirs, assigns, and subsequent grantees of the grantee, by acceptance of a deed of conveyance of such interest, will be considered to agree and to promise to comply with and be bound by the provisions of this Agreement.

12. Severability. In the event any provision of this Agreement is determined to be illegal or unenforceable, the remaining provisions of this Agreement will nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted.

13. Captions. The captions contained in this Agreement are for convenience only and are not to be used to define, explain, modify, or aid in the interpretation of this Agreement.

14. Gender and Number. Each pronoun in this Agreement will include any gender, neuter, or number as the identity of its antecedent may require.

15. Governing Law. This Agreement is subject to and governed by the laws of the State of Michigan.

The Declarants have signed this Agreement as of \_\_\_\_\_, 2016.

**PWRW, LLC**

**JWMW, LLC**

By: \_\_\_\_\_  
James J. Womac  
Its: Manager

By: \_\_\_\_\_  
James J. Womac  
Its: Manager

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by James J. Womac, Manager of PWRW, LLC, a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by James J. Womac, Manager of JWMW, LLC, a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Prepared by:  
James O. Brown  
Buckman MacDonald Bauer & Brown  
217 East 24<sup>th</sup> Street, Suite 201  
Holland, MI 49423  
(616)394-4276



## EXHIBIT A

### Legal Descriptions

**Parcel A:** A part of Lot 1, Huron Center Commercial & Industrial Park, a part of French Claims 680 & 681, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, said parcel described as: Commencing at the Northwest corner of said Lot 1; thence S89°12'50"E along the North line of said Lot 1 a distance of 64.88 feet; thence S74°14'00"E continuing along said North line 187.85 feet to the point of beginning of this description; thence S74°14'00"E continuing along said North line 178.39 feet; thence S39°59'20"E continuing along said North line 211.92 feet to the West line of Whittaker Road; thence S04°57'00"W along said West line 332.44 feet; thence N64°01'06"W 253.51 feet; thence N25°58'54"E 189.98 feet; thence N64°01'06"W 33.00 feet; thence S25°58'54"W 44.03 feet; thence N64°01'06"W 201.92 feet; thence N25°58'54"E 219.00 feet to the point of beginning; said parcel containing 2.71 acres, more or less; said parcel subject to all easements and restrictions if any.

**Parcel B:** A part of Lot 1, Huron Center Commercial & Industrial Park, a part of French Claims 680 & 681, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, said parcel described as: Commencing at the Northwest corner of said Lot 1; thence S89°12'50"E along the North line of said Lot 1 a distance of 64.88 feet; thence S74°14'00"E continuing along said North line 187.85 feet; thence S25°58'54"W 219.00 feet to the point of beginning of this description; thence S64°01'06"E 201.92 feet; thence S25°58'54"W 369.03 feet; thence Southwesterly 64.66 feet on a curve to the right, said curve having a radius of 83.50 feet, a delta angle of 44°22'15" and a chord length of 63.06 feet bearing S48°10'02"W; thence S70°21'09"W 34.01 feet; thence S47°47'08"W 87.54 feet to the Northerly right of way line of James L. Hart Parkway; thence Northwesterly 123.70 feet along said Northerly right of way on a curve to the left, said curve having a radius of 543.00 feet, a delta angle of 13°03'07" and a chord length of 123.43 feet bearing N54°44'53"W; thence N25°58'54"E 513.13 feet to the point of beginning; said parcel containing 2.28 acres, more or less; said parcel subject to all easements and restrictions if any.

**Parcel C:** A part of Lot 1, Huron Center Commercial & Industrial Park, a part of French Claims 680 & 681, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, said parcel described as: Commencing at the Northwest corner of said Lot 1; thence S89°12'50"E along the North line of said Lot 1 a distance of 64.88 feet; thence S74°14'00"E continuing along said North line 187.85 feet; thence S25°58'54"W 732.13 feet to the Northerly right of way line of James L. Hart Parkway; thence Southeasterly 123.70 feet along said Northerly right of way on a curve to the right, said curve having a radius of 543.00 feet, a delta angle of 13°03'07" and a chord length of 123.43 feet bearing S54°44'53"E to the point of beginning of this description; thence N47°47'08"E 87.54 feet; thence N70°21'09"E 34.01 feet; thence Northeasterly 64.66 feet on a curve to the left, said curve having a radius of 83.50 feet, a delta angle of 44°22'15" and a chord length of 63.06 feet bearing N48°10'02"E; thence N25°58'54"E 413.06 feet; thence S64°01'06"E 33.00 feet; thence S25°58'54"W 189.98 feet; thence S64°01'06"E 17.99 feet; thence S25°58'54"W 443.64 feet to the Northerly right of way line of James L. Hart Parkway; thence along said Northerly right of way the following two courses: Northwesterly 2.88 feet on a curve

to the right, said curve having a radius of 457.00 feet, a delta angle of  $00^{\circ}21'40''$ , and a chord length of 2.88 feet bearing  $N33^{\circ}35'43''W$  and Northwesterly 140.33 feet on a curve to the left, said curve having a radius of 543.00 feet, a delta angle of  $14^{\circ}48'25''$ , and a chord length of 139.94 feet bearing  $N40^{\circ}49'07''W$  to the point of beginning; said parcel containing 0.82 acre, more or less; said parcel subject to all easements and restrictions if any.



## 14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE  
YPSILANTI, MICHIGAN 48197-7099

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



**HON. CHARLES POPE**  
DISTRICT COURT JUDGE

**MARK W. NELSON**  
MAGISTRATE

To: Karen Lovejoy Roe, Clerk

From: Mark Nelson, Magistrate / Court Administrator

Re: Request to authorize Statement of Work subject to Memorandum of Agreement between Court Innovations Inc. and State Court Administrative Office. Payment of setup fee of \$900.00 from 236.136.000.819.006

Date: March 10, 2016

Cc: Board of Trustees

The 14B District Court is requesting approval of payment of setup fee in the amount of \$900.00 and an ongoing transaction fee of \$5.00 per transaction. Pursuant to the attached Statement of Work, Court Innovations, Inc. will provide software and training to implement an on-line mediation program for qualifying civil infractions (non-misdemeanor traffic citations).

The program would allow an eligible driver to make a request via the internet to the law enforcement agency that issued the citation to reduce the infraction to a non-moving violation thus avoiding points on the driver's license. Once the law enforcement agency decides that they are willing to amend the citation, the workflow is delivered online to a judicial officer (generally the Magistrate) for approval of the amendment to the citation.

Once an amendment of the citation is approved, the individual who received the citation would pay the fine online. Court Innovations will charge the Court \$5.00 per transaction. This is more that paid for in reduced clerk time, reduced judicial resources in addressing these matters and reduced law enforcement time for court appearances.

The greatest benefit, however, is to the public. This system will be available 24 hours a day, so they can address a traffic citation and get the result they would have by coming to court. This will not require time off from work, or traveling to the court. The public will be able to complete this transaction in a manner of minutes at a time of their choosing.

This system has been implemented by other district courts and both the Michigan State Police and Washtenaw County Sheriff's department are familiar with and support the process.

Attached is a copy of the Statement of Work. I have also attached an example from another court using this system. If any additional information is needed, please do not hesitate to contact me.

## First, search for your ticket or case.

### Driver's License Number

ex: M123456789111

### Driver's License State

Michigan

### Date of Birth

MM

DD

YYYY

SUBMIT

## What are the benefits of online negotiation?

You could get your charge changed to one with no or fewer driver's license points. And you can do it online rather than going to court in person.

## How is it different online than in court?

It's not. There's a real judge or magistrate on the other side, making decisions about your case based on the same criteria they would if you went to court in person. It just takes place through this website.

## Why does the court allow negotiation?

Because we all make mistakes, and the court is there to listen to us and consider whether we deserve a break.

### Online Negotiation

1. Search for your case.
2. Submit your request.
3. The court will get back to you!

### About 30th District Court



The State of Michigan's 30th District Court is pleased to offer online case negotiation as part of our initiative to expand access to justice and to strive for efficiency and fairness. [Read more](#)

### Questions?

We have answers. [Read more](#) about the judicial process, and how it takes place online.

## No Results Found

If we find your ticket in the next 7 days, we'll send you an email/text.

Email

Confirm Email

Cell Phone

Confirm Cell Phone

**SUBMIT**

[Cancel](#)

## We searched for :

**Driver's License Number:** H0001

**Driver's License State:** Alabama

**Date of Birth:** 1/1/1981

**SEARCH AGAIN**

Dear SANFORD ISAAH WRIGHT,

A traffic ticket matching your personal information has been FOUND at the 30th District Court. This ticket may be eligible for online negotiation, potentially allowing you to apply for a charge reduction.

To check your ticket's eligibility, go to <https://www.courtinnovations.com/MID30>

If you wish to apply for a charge reduction, you must do so WITHIN 12 days of the date the ticket was issued.

State of Michigan 30th Judicial District Court

12050 Woodward Ave.

Highland Park, MI 48203

[313.252.0300](tel:313.252.0300)

[313.865.1115](tel:313.865.1115)

# 30th District Court Online Negotiation

Highland Park, Michigan

[Home](#) [About](#) [FAQ](#)

## Ticket Details

**Name**

SANFORD ISAIAH WRIGHT

**Offense Date**

Apr 20, 2015

**Offense**

LIMITED ACCESS SPEEDING

**Fine**

\$126.00

**Points**

3

## Eligible for review!

When you request a review, the court may extend an offer for a lesser charge, that carries no driver's license points. If you don't get an offer, you can still pay the fine for the original charge, or contest your ticket in court.

[REQUEST REVIEW](#)

Or, you can pay for your ticket by mailing payment to the address on the ticket or via the [court's online payment system](#).

Or, you can contest your ticket the old-fashioned way by scheduling an in-person hearing in court. Just call 313.252.0300 weekdays, from 8am to noon and 1 to 5pm.

30th District Court  
12050 Woodward Ave.  
Highland Park, MI 48203

[Home](#) [About](#) [FAQ](#) [Privacy](#) [Terms](#)

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Powered by  Matterhorn

## Ticket Details

**Name**  
SANFORD ISAAH WRIGHT

**Offense Date**  
Apr 20, 2015

**Offense**  
LIMITED ACCESS SPEEDING

**Fine**  
\$126.00

**Points**  
3

## Request Review



To request a review, fill out this form. Police and the judge will review it and may offer a new charge of **Impeding Traffic**, which carries no driver's license points (points can significantly raise your car insurance rates). The fine for Impeding Traffic is \$150.

- If approved, I agree to accept responsibility for the new charge of Impeding Traffic.
- I agree to pay in full within 5 days of my request being approved by the court.
- I understand that failure to pay within the required time will void this agreement, and will result in a judgment being entered for the original charge.

**Would you like to include a statement? (optional)**

As soon as the judge has reached a decision, we'll email/text you a link to take next steps.

**Your email**

**Confirm your email**

**Cell phone**

**Confirm cell phone**

- I affirm that I am SANFORD ISAAH WRIGHT and that the information provided above is true and complete.

**SUBMIT**

[Cancel](#)

# 30th District Court Online Negotiation

Highland Park, Michigan

[Home](#) [About](#) [FAQ](#)

## Status

**Request Received**

Sent to Police Officer

Sent to Judge

Finalizing

Complete

## Request Submitted

Your request for an updated charge of **Impeding Traffic** is being processed. It may take several days for the court to review your request. Your ticket's fine due date has been extended to reflect this.

We sent you an email/text with a link your status page, where you can see the progress of your request. We'll contact you again when the judge has made a decision about the offer.

### Email

tracy+051415@courtinnovations.com

### Cell Phone

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Powered by  Matterhorn



Traffic



## SANFORD ISAAH WRIGHT

### Original Offense

Offense  
LIMITED ACCESS SPEEDING

Fine  
\$126.00

Points  
3

Offense Date  
Apr 20, 2015

Case #  
1300360I

### Defendant Details

Name  
SANFORD ISAAH WRIGHT

DOB  
Feb 8, 1991

License Number  
W623758344103

Email  
tracy+051415@courtinnovation

Cell Phone

Default Date Updated?

#### New Default Date

MM/DD/YYYY

#### Note

Add a note (not shared with defendant unless you check the box below)

Share this note with the defendant.

SUBMIT

[Cancel](#)

Request History

Driving Record

+ ADD A COMMENT

Litigant May 14, 2015 7:31 PM

**If approved, I agree to accept responsibility for the new charge of Impeding Traffic.**

Yes

**I agree to pay in full within 5 days of my request being approved by the court.**

Yes

**I understand that failure to pay within the required time will void this agreement, and will result in a judgment being entered for the original charge.**

Yes

**Would you like to include a statement? (optional)**

I was speeding to try to pass a gravel truck that had gravel flying out of it. I guess I was in too much of a rush because he had been in the left lane forever and so I kinda gunned it. I am sorry for my speeding but am hoping to avoid points on my license.

# 30th District Court Online Negotiation

Highland Park, Michigan

[Test Police](#) | [Change Password](#) | [Logout](#)

Traffic



## SANFORD ISAAH WRIGHT

### Original Offense

Offense  
LIMITED ACCESS SPEEDING

Fine  
\$126.00

Points  
3

Offense Date  
Apr 20, 2015

Case #  
1300360I

### Defendant Details

Name  
SANFORD ISAAH WRIGHT

DOB  
Feb 8, 1991

License Number  
W623758344103

Email  
tracy+051415@courtinnovation

Cell Phone

#### Offer

Impede Traffic

#### Action

- Recommend Approve
- Recommend Reject

#### Note

Add a note (not shared with defendant unless you check the box below)

- Share this note with the defendant.

**SUBMIT**

[Cancel](#)

Request History

Driving Record

+ ADD A COMMENT

**Litigant** May 14, 2015 7:31 PM

**If approved, I agree to accept responsibility for the new charge of Impeding Traffic.**  
Yes

**I agree to pay in full within 5 days of my request being approved by the court.**  
Yes

**I understand that failure to pay within the required time will void this agreement, and will result in a judgment being entered for the original charge.**  
Yes

**Would you like to include a statement? (optional)**

I was speeding to try to pass a gravel truck that had gravel flying out of it. I guess I was in too much of a rush because he had been in the left lane forever and so I kinda gunned it. I am sorry for my speeding but am hoping to avoid points on my license.

# 30th District Court Online Negotiation

Highland Park, Michigan

Traffic



## SANFORD ISAAH WRIGHT

✓ Recommend Approve

Offense  
Impede Traffic

Fine  
\$150.00

Points  
0

### Action

- Approve
- Reject

### Note

Add a note (not shared with defendant unless you check the box below)

Share this note with the defendant.

SUBMIT

[Cancel](#)

### Original Offense

Offense  
LIMITED ACCESS SPEEDING

Fine  
\$126.00

Points  
3

Offense Date  
Apr 20, 2015

Case #  
130036OI

### Defendant Details

Name  
SANFORD ISAAH WRIGHT

DOB  
Feb 8, 1991

License Number  
W623758344103

Email  
tracy+051415@courtinnovation

Cell Phone

Request History

Driving Record

+ ADD A COMMENT

**Test Police** May 14, 2015 8:21 PM

Driving record not great but okay  
Recommend Approve  
**Reduced Offer:**  
Impede Traffic, \$150.00, 0 points

**Litigant** May 14, 2015 7:31 PM

**If approved, I agree to accept responsibility for the new charge of Impeding Traffic.**  
Yes

**I agree to pay in full within 5 days of my request being approved by the court.**  
Yes

**I understand that failure to pay within the required time will void this agreement, and will result in a judgment being entered for the original charge.**  
Yes

**Would you like to include a statement? (optional)**  
I was speeding to try to pass a gravel truck that had gravel flying out of it. I guess I was in too much of a rush because he had been in the left lane forever and so I kinda gunned it. I am sorry for my speeding but am hoping to avoid points on my license.

IMPORTANT: The court APPROVED your request. Click the link to go to your status page and pay the fine.

<https://www.courtinnovations.com/MID30/yournewfine>

Dear SANFORD ISAIAH WRIGHT,

The 30th District Court has APPROVED your request for a reduced ticket. To complete the process, you MUST pay the fine for the reduced ticket online [here](#) or in person by **05/25/2015**

If you fail to pay by that date, this agreement will be voided and a judgment will be entered for the original charge.

**New Charge: Impeding Traffic**

Points assessed: **0**

Fine amount: **\$150.00**

Due by: **05/25/2015**

Any other infractions included on this ticket have been dismissed.

**State of Michigan 30th Judicial District Court**

12050 Woodward Ave.

Highland Park, MI 48203

[313.252.0300](tel:313.252.0300)

[313.865.1115](tel:313.865.1115)



SOW. COURT INNOVATIONS will provide a listing of the current pricing levels to the Court at least 100 days prior to the start of any successive renewal period.

## SOFTWARE SUBSCRIPTION

**Subscription.** Consistent with the terms of the MOA, Courts will subscribe to use of the Software for cases as identified in this Statement of Work.

**Limited License.** Subject to the terms and conditions of this Agreement, COURT INNOVATIONS hereby grants to the Court, a non-exclusive, non-transferable, non-assignable, license to access and perform the Software via the Internet for the sole purpose of allowing Courts and Online Users to monitor, mediate, resolve (or attempt to resolve) Cases and to perform other activities supported by the functionality of the Software (including administrative activities) (the "**Permitted Use**"). The license granted to the Court in this Statement of Work is terminable as provided in Section 11 of the MOA.

**Passwords.** Unless otherwise provided in the Statement of Work, the primary Administrator of a designated Court will set up individual usernames and passwords for each employee or consultant of the Court, as applicable, who needs access to administrative functionality of the Software. No shared or pooled accounts or passwords will be set up or used. The Court shall be responsible for all activity under a password and shall notify COURT INNOVATIONS of any password theft.

**Online Users.** Offenders and public Online Users of the Software shall have access only to the public features of the Software. Online Users who are designated by or supplied passwords by Courts shall have access to administrative functionality of the Software.

## SCOPE AND USE OF INTELLECTUAL PROPERTY

**Reservation of Rights** are identified in the MOA.

**Restrictions.** The Court shall not (i) permit any third party to access the Software source code except as expressly permitted herein or in a Statement of Work, (ii) create derivative works based on the Software or Services, (iii) copy, frame or mirror any part or content of the Software or Services, (iv) reverse engineer the Software or Services, or (v) access or disclose the Software in order to (a) build a competitive product or service or assist in any way a competitor of COURT INNOVATIONS, or (b) copy any features, functions or graphics of the Software or Services.

**Downloaded Code.** Any software code or syntactically structured data, such as HyperText Markup Language (HTML), Extensible Markup Language (XML), JavaScript, SPARQL, REST or other similar code that executes in the Online User's browser, or cookies stored on and retrieved from the Online User's computer, that are downloaded or created on the Online User's computer are the proprietary intellectual property of COURT INNOVATIONS. The Court is hereby granted a restricted license to use such property only in conjunction with the Software.

**Suggestions.** COURT INNOVATIONS shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual, non-exclusive license to use or incorporate into the Services or Software, any suggestions, enhancement requests, help files, queries, recommendations or other feedback provided by Courts or Online Users relating to use and operation of the Software, all of which shall be owned exclusively by COURT INNOVATIONS.

## RESPONSIBILITIES OF THE PARTIES

Responsibilities of the SCAO, COURT INNOVATIONS and the Court are identified in the MOA.

COURT INNOVATIONS' Software requires an interface to JDW for courts, prosecutors/city attorneys and police agencies to view litigants' Michigan case history and to locate litigants' cases. Pursuant to the MOA, SCAO will support Court Innovations' ongoing access to JDW on behalf of the Court. This software interface is not an additional charge to the Court.

In addition, the Court shall not (a) make the Software available to anyone other than Courts or Online Users, (b) sell, resell, rent, license or lease the Software or access to the Software, (c) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Software to store or transmit Malicious Software Code, (e) interfere with or disrupt the integrity or performance of the Software, (f) attempt to gain unauthorized access to the Software or related systems or networks, other than those areas specifically authorized for SCAO, Court and Online User access, (g) access the Software for purposes of monitoring performance or functionality, or for any other benchmarking or competitive purposes, or (h) remove or destroy any proprietary marks or legends including, but not limited to, patent, trademark and copyright notices placed upon or contained within the Software by COURT INNOVATIONS.

## FEES

**Subscription or Service Fees.** The Court shall pay all fees, costs and expenses specified in a Statement of Work for all purchased Services and all Subscription Fees for use and access to the Software (collectively "*Fees*"). A schedule of subscription and service fees is below. Court Innovations agrees to charge a court no more than the stated fee for subscription or services. Except as otherwise specified herein or in a Statement of Work, (i) Fees are quoted and payable in United States dollars (ii) Fees are based on purchased Services and for use and access of the Software and not actual usage of the Software, (iii) payment obligations are non-cancelable and Fees paid are nonrefundable. Fees are based on periods that begin on the subscription start date as indicated on this Statement of Work for the Subscription Term.

Fees for use and access to the Software consist of initial per Court set up fees and fees based on the Court's actual volume of Transactions (described below). Additional fees for custom services may apply if listed below, or within a separate agreement.

### Initial Setup Fees per Court

The Court shall pay an initial setup fee for use and access to the Software as defined in this SOW. Setup fees are based on the size of the court as determined by case types, the number of police agencies involved, and the number of stakeholder training sessions required ("Setup Fee Drivers"). Initial setup fees for the Court will be computed as set forth below. No initial setup fees will be charged for any Court with a Statement of Work effective date before June 15, 2015.

Court Class	Setup Fee Drivers	Initial Setup Fee
District Court 14B	1-2 case types, 1-2 police agencies, 1 training sessions	\$900.00

### Subscription/Transaction Fees

The Court shall pay to COURT INNOVATIONS, Transaction fees based on use of the Software by its Online Users and associated Offenders. Transaction fees are separated into fees for Current (non-delinquent) Transactions and Outstanding (delinquent) Transactions with or without warrants. A “Transaction” means a single Case in which the Software is used by an Offender to attempt to resolve a Case.

#### Transaction Fee Schedule

Transaction Type	Fee per Transaction
Current Transaction	\$5.00

### Professional Service and Customization Fees

COURT INNOVATIONS will provide additional professional software services or customization fees to the Court on a project-by-project basis. A description of the applicable services and the fees for such services shall be set forth below.

### Training and Support

Initial training sessions as provided in the initial setup schedule above are included for Court and prosecutor/city attorney/police agency staff. Support via phone/email is available on business days Monday through Friday between 8:30am – 4:30pm ET, except for Court holidays. Should the Court require additional onsite training sessions beyond these included training sessions, COURT INNOVATIONS shall complete the requested training for a fee of \$750 per additional session. Court shall be invoiced for reasonable travel and accommodations costs for travel beyond 100 miles from Ann Arbor, Michigan for these additional training sessions. Request for reimbursement for travel and accommodation expenses shall be agreed upon in advance by both parties and supported by copies of receipts for all claimed expenses.

## **PAYMENT TERMS**

**Invoicing and Payment.** The Court shall pay all invoices for the Services and Software thirty (30) days from invoice date.

**Overdue Charges.** If any Fees are not received from the Court by the due date, then at COURT INNOVATIONS’s discretion and as provided in this Statement of Work, (a) such charges may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) COURT INNOVATIONS may condition future subscription renewals and Statements of Work on payment terms shorter than those specified in Section Invoicing and Payment.

**Suspension of Service and Acceleration.** If any amount owing by the Court under this Agreement for Services or Software are thirty (30) or more days overdue, COURT INNOVATIONS may, without notice



and without limiting other rights and remedies, **suspend COURT INNOVATIONS Services or use or access to the Software until such amounts are paid in full.** If COURT INNOVATIONS takes such action at that juncture, all configuration information will remain intact and only the access to it by the Court and Online Users will be suspended.

**Takedown of Court Account.** If any amount owing by Court under this Agreement for COURT INNOVATIONS Services or Software is One Hundred Twenty (120) or more days overdue, COURT INNOVATIONS may, without limiting its other rights and remedies take down, or disable the Court's access to the Court's account, including all configuration information and data from COURT INNOVATIONS servers. Resetting and reconfiguring the account and application instance to recover operation of the Software and use after all outstanding fee balances are paid may incur a service charge.

**Payment Disputes.** COURT INNOVATIONS shall not exercise its rights under Section Overdue Charges or Suspension of Service and Acceleration if the applicable charges are under reasonable and good-faith dispute and the Court is cooperating diligently to resolve the dispute.

**Taxes.** Unless otherwise stated, COURT INNOVATIONS Fees are exclusive of taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). The Court is responsible for paying all Taxes associated with Court purchases hereunder. If COURT INNOVATIONS has the legal obligation to pay or collect Taxes for which the Court is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by the Court, unless the Court provides COURT INNOVATIONS with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, COURT INNOVATIONS is solely responsible for taxes assessable against it based on COURT INNOVATIONS income, property and employees.

Invoices will be sent to the Court at the following address:

Court Address: 14B District Court  
7200 S Huron River Dr.  
Ypsilanti, MI 48197

This Statement of Work is effective as of the Effective Date noted on the first page of this document.

#### **Compilation of Data for Purposes of Evaluation:**

During this phase of the project, Court Innovations and SCAO are committed to a substantive evaluation of this program. Each Court that agrees to the terms of the Statement of Work must use its best efforts to enable the collection of data necessitated by the MOA. In addition, the Court acknowledges that by entering into a SOW with COURT INNOVATIONS the Court may be required to provide data to SCAO as required by SCAO and as stated in the MOA.

**Signature Page To Immediately Follow on Separate Page**



**SIGNATURE PAGE**

**Court Innovations Inc. and SCAO Memorandum of Agreement**

**STATEMENT OF WORK No. 1**

**The above Statement of Work is accepted and agreed to between Court Innovations Inc. and the Court signing below.**

COURT INNOVATIONS INC.

Court – 14B District Court, Michigan

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION 2016-02**  
**(In Reference to Ordinance 2016-457)**

*An ordinance amending the Charter Township of Ypsilanti Zoning  
Code Sign Ordinance No. 74*

**Whereas**, the Township Planning Commission in February 2016, approved a proposed amendment to the Township's Zoning Code, Section 2109 "Signs" subsection 3b, footnote 4, regarding the content of temporary or permanent window signs; and

**Whereas**, the United States Supreme Court in Reed v Town of Gilbert Arizona, recently issued a decision prohibiting regulating sign content on the grounds that such regulations infringe on the 1st Amendment right to free speech; and

**Whereas**, the Township's current sign ordinance 2109(3)b footnote 4 contains a provision which limits the content of window signs to a company name or company logo; and

**Whereas**, proposed ordinance 2016-457 amends the sign ordinance 2109(3)b footnote 4 by deleting the provision restricting sign content to a company name or company logo;

**Now Therefore,**

**Be it resolved**, that Ordinance No. 2016-457 is hereby adopted by reference.

## PROPOSED ORDINANCE NO. 2016-457

*An ordinance amending the Charter Township of Ypsilanti Zoning Code  
Sign Ordinance No. 74*

The Charter Township of Ypsilanti hereby ordains that Ordinance No. 74 known as the Zoning Code for the Charter Township be amended, as follows:

**Sec 2109. Signs. Subsection 3.b. non-residential building –mounted signs. Footnote (4) which reads as follows shall be deleted:**

**(4) Temporary or permanent window signs shall be permitted to be installed on the inside of a building in a manner visible from the public way provided that such signs or graphics do not exceed two signs per window and further do not cover more than 20 percent of the window surface area. Window signs shall be limited to the company name and or logo occupying the given space. Signage shall not include the advertisement of products, services, or other non-company affiliated graphics. Hours of operation and street numbers are exempt from this requirement.**

The following new provision is adopted:

**Sec 2109. Signs. Subsection 3.b. non-residential building –mounted signs. Footnote (4):**

**(4) Temporary or permanent window signs shall be permitted to be installed on the inside of a building in a manner visible from the public way provided that such signs or graphics do not exceed two signs per window and further do not cover more than 20 percent of the window surface area. Hours of operation and street numbers are exempt from this requirement.**

### **Severability**

The various parts, sentences, paragraphs and clauses of this ordinance are severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected.

### **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:** Planning Commission  
**From:** Joe Lawson, Planning Director  
**Date:** March 3, 2016  
**Re:** Proposed First Reading of Ordinance 2016-457  
to amend zoning ordinance section 2109 "Signs"

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As the Board may recall, in early 2015, the Planning Commission held a public hearing and further made a recommendation to the Board to consider amendments to section 2109 "Signs" of the Township Zoning Ordinance. The initial purpose of the 2015 amendment was to bring the sign ordinance into compliance with the updated billboard regulations recommended by the State of Michigan and to further update the ordinance in relation to political signage.

During the review of the proposed amendment by the Board, additional language was considered in order to further update the sign code in relation to window signage. The added language was intended to regulate the content of the window signage so to only permit the display of a company logo and the hours of operation. The ordinance would further prohibit the display of sale items or any other advertisements.

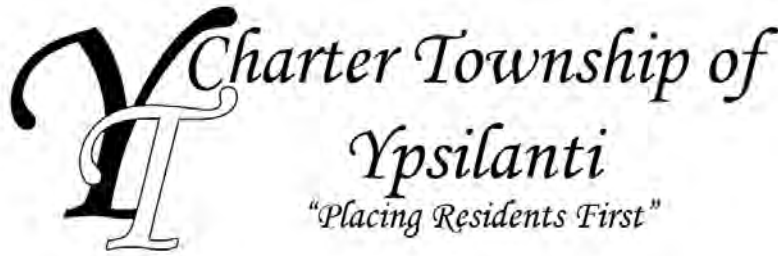
Shortly after the Board approved the second reading of the new ordinance, staff learned of a 2015 U.S. Supreme Court ruling, *Reed v Town of Gilbert Arizona* where the high court ruled that regulating content within a sign ordinance was unconstitutional and in turn made our newly amended ordinance unenforceable.

That being said, please find attached proposed ordinance number 2016-457 amending section 2109 of the zoning code, "Signs". The attached amendment is being proposed in order to bring the Township's sign ordinance into compliance with the ruling made by the U.S. Supreme Court in relation to content neutrality.

#### ***Recommendation:***

*Staff recommends the Board approve the First Reading of Proposed Ordinance 2016-457 amending Zoning Ordinance Section 2109.3.b(4) "Signs" as attached.*

*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](http://www.ytown.org)

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# MEMORANDUM

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

**FROM:** Michael Saranen, Hydro Operator/  
Manager Jeff Allen, Residential Services Director

**DATE:** March 2, 2016

**RE:** Board Approval and signing for AT&T contract for existing service for the Hydro Station at \$ 480.00 per month budgeted in #252.252.000.850.000

We are seeking approval of a 2 year contract with AT&T for existing services at the Hydro Station and signing of the contract by the Township Supervisor.

In February 2016, the month to month rate for services at the Hydro Station went up 20%. The next scheduled increase would be in August 2016, and is expected to up another 8% to 20%. That would increase the monthly payment somewhere around \$ 4,034 to \$ 4,483 per month.

Our current rate for the existing service is \$ 3,736 per month and under the new contract it would drop to \$ 480 per month with an early termination fee of 50% of the monthly rate for the remaining contracted months.

This new contract will save money compared to the month to month rate. At some point we will no longer need this service due to the switch over to the new DTE system. Even with the early termination fee factored in, this new contract will save about \$ 8,000 for 2016.

Month	Current rate	New Rate
April	\$ 3,736	\$ 480
May	\$ 3,736	\$ 480
June	\$ 3,736	\$ 480
July	\$ 3,736	\$ 480
Cancellation		<u>\$ 4,800</u>
Total	\$ 14,944	\$ 6,720

Potential savings of \$ 8,224

I will be in attendance at the meeting if there any questions.



Sales Contact Information  
SALAS; AUDREY  
248-395-1775  
ab526u@us.att.com

**eSign Fax Cover Sheet** Contract Id: 4730635

**To:** AT&T Automated Fax Handling Service

**From:**

**Fax:** 877-374-4632 or 877-eSignFax

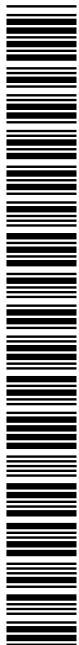
**Total Pages:** 6  
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: [esign@att.com](mailto:esign@att.com)

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
  - I. eSign Fax Cover Sheet for Contract Id: 4730635
  - II. All Pages stamped with Contract Id: 4730635
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1198497  
Contract Id: 4730635





**AT&T INTRASTATE PRIVATE LINE DS1 SERVICE  
METRO BLITZ OFFER**  
ILEC Service Agreement Provided Pursuant To Custom Rates and Terms

Customer	AT&T
FORD LAKE DAM Street Address: 7200 S. Huron River Drive City: Ypsilanti State/Province: MI Zip Code: 48197-7007 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Brenda Stumbo Title: Township Supervisor Street Address: 7200 S. Huron River Drive City: Ypsilanti State/Province: MI Zip Code: 48197-7007 Country: USA Telephone: 734-481-0617 Fax: Email: Customer Account Number or Master Account Number: 734 R21-1069 765	Name: Audrey Salas Street Address: 16025 Northland Dr, Room FLR 3 City: Southfield State/Province: MI Zip Code: 48075 Country: USA Telephone: 248-205-0420 Fax: Email: ab526u@us.att.com Sales/Branch Manager: Corey Reed SCVP Name: Randy Taylor Sales Strata: Small Business Solutions Sales Region: North East <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Service Agreement ("Agreement") includes the attached Pricing Schedule and General Terms ("Pricing Schedule"), and incorporates the rates, terms and conditions in applicable Tariffs and/or Guidebooks (each a "Service Publication") identified in Section 1 of the Pricing Schedule.

Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Except when Service is used solely as transport for AT&T switched local or access service(s), Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes ten percent (10%) or less of the total traffic on any Service.

The Effective Date of this Service Agreement is the date signed by the last party, unless a later date is required by law or regulation.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: <b>Brenda Stumbo</b>	Printed or Typed Name:
Title: <b>Township Supervisor</b>	Title:
Date:	Date:

AT&T INTRASTATE PRIVATE LINE DS1 SERVICE  
METRO BLITZ OFFER  
ILEC Service Agreement Provided Pursuant To Custom Rates and Terms

Pricing Schedule and General Terms

1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION

Service	AT&T DS1 Service
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Service Provider (Select one option, only.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 15 Section 3	<a href="http://cpr.att.com/guidebook/il/index.html">http://cpr.att.com/guidebook/il/index.html</a>
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 15, Section 3	<a href="http://cpr.att.com/guidebook/in/index.html">http://cpr.att.com/guidebook/in/index.html</a>
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 15, Section 3	<a href="http://cpr.att.com/guidebook/mu/index.html">http://cpr.att.com/guidebook/mu/index.html</a>
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 15, Section 3	<a href="http://cpr.att.com/guidebook/oh/index.html">http://cpr.att.com/guidebook/oh/index.html</a>
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, Part 15, Section 3	<a href="http://cpr.att.com/guidebook/wg/index.html">http://cpr.att.com/guidebook/wg/index.html</a>

2. PRICING SCHEDULE TERM and EFFECTIVE DATES

Pricing Schedule Term ("Term")	(Select one) <input checked="" type="checkbox"/> 24 Months <input type="checkbox"/> 36 Months 24 Months (min. 24, max. 36 mos.)
Pricing Schedule Term Start Date	on the Effective Date
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Fee Applicable to Calculation of Early Termination Charges	Minimum Payment Period <sup>#</sup> per Service Component
All Service Components	50%	Until the end of the Pricing Schedule Term
<sup>#</sup> the minimum period for which Customer is required to pay recurring charges for the applicable Service component and is subject to early termination liability		

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4. CUSTOMER'S CURRENT ORDER

4.1 Order Type: (Select one)

<input type="checkbox"/> New install(s) Only (All Service Components under this Pricing Schedule are new installs.)
<input checked="" type="checkbox"/> Existing Service Included (Some or all Service Components under this Pricing Schedule already installed) If applicable, this Pricing Schedule supersedes and replaces in its entirety that certain agreement dated , , entitled .

4.2 Service Components, Quantities and Rates

Service Component (USOC)	Total Quantity for All Sites	Monthly Recurring Rate (MRR), per unit for Term selected above	Total Monthly Recurring Rate (Qty x MRR)	Non-recurring Charge
DS1 Local Distribution Channels (LDCs) (TZ4X1/2/3 - IN, MI, OH, WI)	4	\$ 120.00 - 24 to 35 mo.	\$480.00	\$0.00
DS1 Channel Mileage Termination, (applies only when interoffice mileage is applicable; 2 required per DS1) (CZ4X1/2/3 - IN, MI, OH, WI)	0	\$ [Select, if applicable]	\$0.00	\$0.00
DS1 Channel Mileage (per mile), if applicable (1YZX1/2/3 - IN, MI, OH, WI)	0	\$ [Select, if applicable]	\$0.00	\$0.00
Central Office Multiplexing	0	\$ [Select, if applicable]	\$0.00	\$0.00
Clear Channel Capacity	0	N/A	N/A	N/A
Total Charges for Service Components:			\$480.00	\$0.00
In the event that any total amounts conflict with any per-unit rates in the table above, the per-unit rates shall control. Orders for Service Components in excess of quantities listed above not permitted under this Pricing Schedule.				

4.3 Service Sites and Circuit Quantity.

For NEW SERVICE, complete the table below.

Complete a line for each pair of Locations A and Z being requested.

Number of Circuits	LOCATION A (street address and City)	LOCATION Z (street address and City, or CLLI if applicable)
1	2727 BRIDGE, YPSLNTI TWP, MI	2641 BRIDGE, YPSLNTI TWP, MI
1	2727 BRIDGE, YPSLNTI TWP, MI	50550 BEMIS, YPSLNTI TWP, MI
0		
0		
0		

(If additional locations apply, please attach on a separate page.)

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For EXISTING SERVICE, complete the table below.

Complete a line for each existing Circuit ID.

Existing Circuit ID	Existing Billing Account	Existing Circuit ID	Existing Billing Account
VMNA.12058.001.MB	734 R21-1069 765		
VMNA.12060.001.MB	734 R21-1069 765		

(If additional circuits apply, please attach on a separate page.)

5. GENERAL TERMS

- a. Service Publications: AT&T may revise Tariffs and Guidebooks (collectively "Service Publications") at any time and may redirect the websites listed above. The order of priority of the documents is: this Service Agreement, then the applicable Service Publication; except Tariffs will be first wherever contract terms may not take precedence over inconsistent Tariff terms. This Agreement continues after the Pricing Schedule Term until Services no longer are provided, at which point the Agreement is terminated.
- b. Services: AT&T will provide or arrange to have its affiliate provide Services to Customer, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and is responsible for their use of any Service.
- c. Access: Customer will allow AT&T timely access or will at Customer's expense obtain timely access to property (other than public property) and to equipment reasonably required for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items reasonably required for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).
- d. Safe Environment: Customer will ensure that the location where AT&T installs, maintains or provides Services ("Site") is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters hazardous materials, AT&T may terminate any affected component of a Service ("Service Component") or suspend performance.
- e. AT&T Equipment: Services may be provided using AT&T-owned equipment located at the Site ("AT&T Equipment"). Title to AT&T Equipment remains with AT&T. Customer must provide electric power for and keep all AT&T Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage (other than ordinary wear and tear) to all AT&T Equipment.
- f. Pricing Schedule Term: Except as stated in the Pricing Schedule, the prices listed in this Service Agreement are stabilized for the Pricing Schedule Term and apply in lieu of the corresponding prices set forth in the applicable Service Publication, and no promotion, credit, discount or waiver set forth in a Service Publication applies. After the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement.
- g. Taxes: Prices are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.
- h. Billing, Payments, Deposits and MARC: Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Service Publication) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees at the lowest of 1.5% per month (18% per annum), the rate specified in the Service Publication or the maximum rate allowed by law. If the Pricing Schedule includes a Minimum Annual Revenue Commitment ("MARC") and Customer's MARC-Eligible recurring and usage charges (after deducting discounts and credits) in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.
- i. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend an affected

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Service or Service Component and, if the activity implicates the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice. AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

j. Termination Charges: If prior to Cutover Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination. Thereafter, if Customer terminates a Service Component for Customer's convenience or AT&T terminates a Service Component for cause, Customer must pay: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service Component multiplied by the months remaining in an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, and (ii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. If the Pricing Schedule includes a MARC and Customer terminates other than for cause or AT&T terminates for cause, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term. In addition, Customer may terminate an affected Service Component without incurring termination charges if (i) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (ii) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (iii) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of or changes to recovery fees, surcharges or taxes.

k. Limitations of liability and Disclaimers:

(1) AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. AT&T ALSO MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS). AT&T MAKES NO WARRANTY REGARDING: NETWORK SECURITY; ENCRYPTION EMPLOYED BY ANY SERVICE; INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED; THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION; OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T IS NOT LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

(2) AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

(3) These disclaimers and limitations will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

l. Infringement: AT&T agrees at its expense to defend and either to settle any claim against Customer, its corporate affiliates and its and their employees and directors or to pay all damages finally awarded against such parties if the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, except if the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties or combinations of the Service with any non-AT&T services or products; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T at its option may either procure the right for Customer to continue using the Service or may replace or modify the Service so that it is non-infringing or may terminate the Service without liability to Customer. Customer agrees at its expense to defend and either to settle any claim against AT&T, its affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties if: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions under (i)-(iv) of the preceding paragraph; or (ii) the claim alleges a breach by Customer, its affiliates or Users of a software license agreement governing software provided with the Services.

m. ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS

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AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS VOID.

n. General Provisions: This Agreement and any pricing or other proposals are confidential to AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether written or oral. This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

6. NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Service Agreement Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

<i>For AT&amp;T internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	734 R21-1069 765
SDA Code:	<input checked="" type="checkbox"/> MB24 <input type="checkbox"/> MB36

End of Document

# OTHER BUSINESS

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