

CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

JEAN HALL CURRIE

STAN ELDRIDGE

MIKE MARTIN

SCOTT MARTIN

April 5, 2016 Revised 4-5-16

**Work Session – 5:00 p.m.
Regular Meeting – 7:00 p.m.**

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

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

MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Jeff Allen, Director-Residential Services

Date: March 28, 2016

RE: RSD Board Report- February-March

I worked with Huron Sign Company to install new signage at the Civic Center to include the names of Tilden R Stumbo and John Collins. I am also working with OHM and Huron Sign to put the same on the respective buildings as well. OHM has donated their design services for this work. I am currently waiting to get a price from Huron Sign Co. to make and mount the signage on the buildings.

We filed the necessary Sara III Title 2 paperwork, as required by the State at the end of February, listing the hazardous materials report for our 2015 inventory.

I surveyed the Holmes Rd neighborhood for the possibility of adding cameras for neighborhood security. This area is currently being surveyed to see if there is enough interest in adding them.

I conducted a tour with all 3 shifts of the Fire Department within the last month. The intent was to familiarize all of their staff on where everything is in the building and that they had access to all the areas of the building in case of emergency.

The Board authorized the cleaning of the ducts here at the Civic Center, 14B court and the Community Center. I met the crews here daily as they arrived after hours to go over their daily plan and to make sure there was access for them. They are now completed with the work at all 3 places and they have provided me with before and after photos for the file. I can produce these if anyone is interested in viewing them.

All of our crews did a lot of work on the election primary. This was essentially one week worth of work for all 6 of our full-time guys from setting up to tearing it back down.

Michael Saranen and I continue to try to work with Stantec with regard to the Tyler Dam Pond and the work we hope to be able to do in conjunction with the plans that YCUA has. We have made more progress in the design and have another meeting within the next week and hope to have the final information soon.

I met with the Vietnam Vets and Home Depot at the Memorial over the past 2 weeks. They have secured a grant from Home Depot for them to replace the dead and or dying boxwood plants that semi-circle their Memorial. It is quite nice of Home Depot to take on this project and their goal is to have this completed by the 2nd week of May.

I have had discussions with Anglin Civil and they are ready to come back onsite to finish the landscaping work here on Vets Drive. As soon as it dries, they are to begin to get grassing back in the areas. They also have until the 2nd week of May to get this work finished. We are still holding money on the project to help motivate them to finish this work.

I attended two training sessions at the Main Fire Station as it relates to the Emergency Action Plan (EAP) of the Hydro Dam on Bridge Road. There was some lively discussion as to how to best operate in an emergency situation. As you know, this is required by FERC and we are most concerned for the 11 houses & families that live in the impact area of Snow Rd. & parts of Rawsonville Rd. in Belleville.

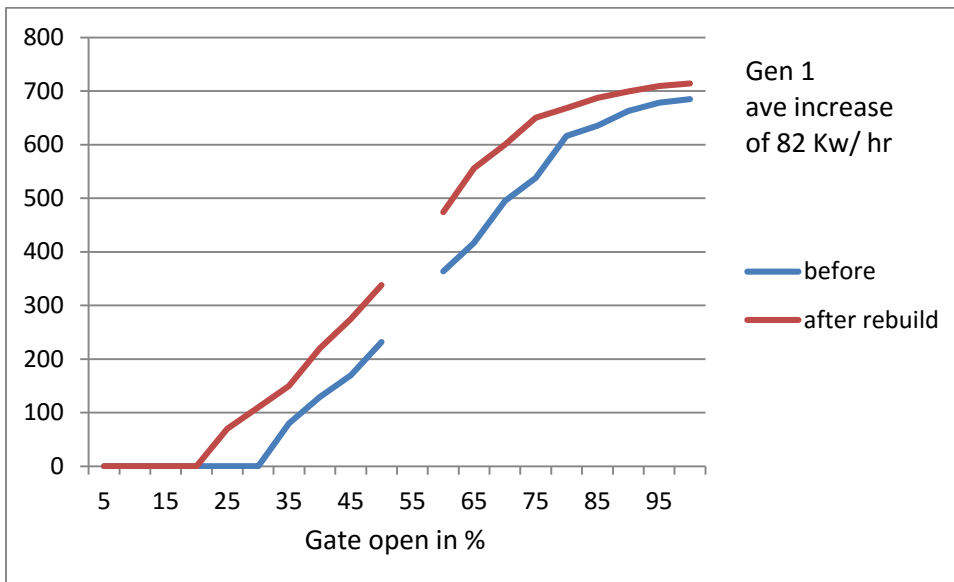
Per the Board's direction, we have entered into a contract with Gooseworks to help keep rid of the geese here at the Civic Center. I have also submitted a check in the amount of \$200 & filed the necessary paperwork for a permit to be able to manage the nests of these.

A couple of weeks ago, I met with the group, "Career Directions". This is the group that the Township entered into an agreement to help provide some professional development and self-assessment. It was a very enjoyable session to see how others think of you and your actions. I felt really energized after the session to continue to work on my strengths and weaknesses.

For an update on the Hydro Operations:

Generator #1 - Turbine, Wicket gate & Hardware Replacement

Project start-up began in October 2015. January was a busy month re-installing all the parts. Alignment of the generator was a challenge and took 3 days. It was worth it as, alignment was almost perfect considering the shaft is 40 ft. long. The generator went online on February 2 and showed great improvement on the middle operating range of the generator. The top end saw a 4% increase while some of the lower settings increase over 80%, overall the unit output has increased on average about 80 KW. The project is coming to close in the couple of weeks.



Operation Summary

2016	February	YTD	3yr Ave.
Precipitation (historical)	1.78"	20.98"	31.4
Days Online	29	60	348
Generation MWH (estimated)	663.931	1,428.768	7,558
Generation lost MWH (estimated)*	0	0	varies
After Hour Call In			
Water levels	4	8	40
Mechanical/Electrical	1	1	3
Other	0	0	5
Totals	5	9	48
	2013	2014	2015
Precipitation total	40.87"	34.31"	25.27"
Days Online	345	355	345
Generation MWH (estimated)	8,991.285	9,745.999	6,938.248
Generation lost MWH (estimated)*	454.824*	643.164*	402.850*
After Hour Call In			
Water levels	44	43	32
Mechanical/Electrical	1	7	1
Other	0	15	1
Totals	45	67	34

*losses related to scheduled & unscheduled maintenance and water quality discharges.
NOAA, (36" average precipitation annually)



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, APRIL 5, 2016

5:00PM

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

1. PRESENTATION OF MICHIGAN MUNICIPAL LEAGUE DIVIDEND
.....JUDITH THOMSON-TOROSIAN, MML
2. AGENDA REVIEW SUPERVISOR STUMBO
3. OTHER DISCUSSION BOARD MEMBERS

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

REGULAR MEETING AGENDA

TUESDAY, APRIL 5, 2016

7:00 P.M.

Revised 4-5-16

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - A. 7:00PM – CONSIDERATION OF THE REVOCATION OF THE CLASS C LIQUOR LICENSE HELD BY LAS DOS FUENTE, LLC FOR USE AT 1960 WHITTAKER RD (PUBLIC HEARING SET AT THE MARCH 1, 2016 REGULAR MEETING)
4. PUBLIC COMMENTS
5. CONSENT AGENDA
 - A. MINUTES OF THE MARCH 1, 2016 WORK SESSION AND REGULAR MEETING
 - B. MINUTES OF THE MARCH 15, 2016 WORK SESSION AND REGULAR MEETING
 - C. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR APRIL 5, 2016 IN THE AMOUNT OF \$1,279,421.22
6. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #6
2. RESOLUTION 2016-13, AMENDING PROFESSIONAL SERVICE FEES FOR TOWNSHIP, ATTORNEY, PLANNER, ENGINEER AND FIRE DEPARTMENT TO INCLUDE SMOKING LOUNGES
3. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS FOR APPROVAL OF RENEWABLE ENERGY CREDITS PURCHASE AND SALE AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI AND THE FORD LAKE HYDRO STATION AND TO AUTHORIZE SIGNING OF THE AGREEMENT
4. REQUEST OF ANGIE VERGES, RECREATION SUPERINTENDENT TO ACCEPT THE 2016 BUILDING HEALTHY COMMUNITIES GRANT FROM THE MICHIGAN RECREATION AND PARK ASSOCIATION IN THE AMOUNT OF \$34,000.00 AND TO AUTHORIZE SIGNING OF THE PARTNERSHIP AGREEMENT

5. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR AUTHORIZATION TO ENTER INTO NEGOTIATIONS FOR THE SALE OF TOWNSHIP OWNED PARCELS K-11-14-484-012 AND K-11-14-484-014
6. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR 2016 LOCAL SUBDIVISION ROAD TREE REMOVAL PROJECT IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-956-000-926-100 WITH 50% OR \$10,000.00 TO BE REIMBURSED TO THE TOWNSHIP AFTER NOVEMBER 1, 2016
7. REQUEST FOR AUTHORIZATION TO SIGN PURCHASE AGREEMENT WITH DTE FOR PURCHASE OF ONE (1) 135 WATT AUTOBAHN LED STYLE FIXTURE WITH BLACK HOUSING MOUNTED ON A 17' 6" ARM MOUNTED ON A NEW WOOD POLE IN THE AMOUNT OF \$1,693.02 TO BE LOCATED AT THE CROSSWALK AT TEXTILE RD. AND LAKE DR. BUDGETED IN LINE ITEM #101-956-000-926-050
8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1745 HEATHERRIDGE ST. AND 2720 WASHTENAW AVE. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
9. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE SUPERIOR TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL PARTICIPATING PARTNERS FOR THE 2015 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM FOR THE ACQUISITION OF AN AERIAL APPARATUS
10. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE VAN BUREN TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL PARTICIPATING PARTNERS FOR THE 2015 ASSISTANCE FOR FIRE FIGHTERS GRANT PROGRAM FOR THE PURCHASE OF TWENTY-SEVEN (27) SELF CONTAINED BREATHING APPARATUS'S WITH A 10% CONTRIBUTION REQUIRED FROM THE TOWNSHIP IN THE AMOUNT OF \$16,779.00 BUDGETED IN LINE ITEM #206-970-000-979-005
11. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION TO PURCHASE A CHIPPER TRUCK CHASSIS FROM WOLVERINE TRUCKING THROUGH THE MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK IN THE AMOUNT OF \$84,329.00 AND ONE (1) ARBORTECH WIDE CHIP BOX FROM CANNON TRUCK EQUIPMENT THROUGH MIDEAL CONTRACT NUMBER 071B2200263 IN THE AMOUNT OF \$20,746.00 AND A CONTINGENCY AMOUNT OF \$5,000.00 FOR ANY UNFORESEEN MISCELLANEOUS ITEMS FOR A TOTAL AMOUNT OF \$109,805.00 BUDGETED IN LINE ITEM #226-226-000-985-000

OTHER BUSINESS

PUBLIC HEARING

- A. Consideration of Revocation of Class C Liquor License Held by Las Dos Fuente, LLC for use at 1960 Whittaker Rd.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

March 7, 2016

Las Dos Fuentes, LLC
Jesus Arellano, Resident Agent
1960 Whittaker Rd
Ypsilanti, MI 48197

NOTICE OF PUBLIC HEARING TO CONSIDER REVOCATION OF LIQUOR LICENSE

Be advised that a public hearing has been scheduled for **Tuesday, April 5, 2016 at 7:00 PM** before the Charter Township of Ypsilanti Board of Trustees to be held at the Civic Center board room located at **7200 S. Huron River Drive, Ypsilanti, MI 48197.**

The purpose of the public hearing is to considering the revocation of the Class C liquor license previously approved for Las Dos Fuentes, LLC for use at 1960 Whittaker Rd., Ypsilanti, MI.

The reasons for the proposed revocation of the license include:

1. Violation of local ordinance Sec. 37-25(e): unreasonable delay in the completion of remodeling or construction of the licensed premises since license approval by the Board of Trustees on May 14, 2012;
2. Failure to obtain a Certificate of Occupancy for the licensed premises;
3. Failure to submit a site plan for review and approval including occupant load and parking calculations for the licensed premises;
4. Failure to obtain and/or finalize all required building permits to complete remodeling and construction work at the licensed premises.

The township board may recommend revocation of a license to the Michigan Liquor Control Commission upon a determination by the township board that based upon competent material and substantial evidence presented at the public hearing, any of the following exists:

- (1) Violation of any of the restrictions of licenses set forth in, or any provision of, this article or any other law, ordinance, or state statute or the administrative rules or provisions of the State Liquor Control Act.
- (2) Maintenance of a nuisance upon the premises, including, but not limited to, any of the following:
 - a. Existing violations of building, zoning, health, fire or regulatory codes.
 - b. A pattern of patron conduct upon or in the neighborhood of the licensed establishment which is a violation of the law or
 - c. Disturbs the peace, order, and tranquility of the neighborhood.

7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-4393



CHARTER TOWNSHIP OF YPSILANTI

- d. Failure to maintain the grounds and exterior of the licensed establishment, including litter, debris, or blowing refuse, or any of these being deposited upon adjoining properties.
 - e. Any advertising, promotions or activity which by its nature causes, creates or contributes to disorder, disobedience to rules, ordinances or laws, or contributes to the disruption of normal activities of those in the neighborhood of the licensed establishment.
- (3) Any condition of default in the payment of any tax, fee, charge, water bill, special assessment, other debt, or unpaid judgment to the township, whether owed by licensee, establishment or property owner.
 - (4) Perjury or any material misrepresentation of information in any application required or hearing held pertaining to the grant, renewal, or revocation of any license or permit.
 - (5) Any other appropriate reason.

You have the right to be represented by legal counsel at the hearing, and you may present evidence and testimony and confront adverse witnesses.

As the licensee, you shall have the legal right to defend against the allegations made by way of confronting any adverse witnesses, by being allowed to present live witnesses in your own behalf, by being allowed to present other evidence in your own behalf, and by being allowed to present arguments personally or through legal counsel in your own behalf.

If you have any questions about the public hearing or the hearing process, please contact me as soon as possible for assistance.

Regards,



Michael Radzik
Director

Office of Community Standards
Police Services Administrator

Copy to: Township Clerk
McLain & Winters, legal counsel

Enclosures: Copy of Charter Township of Ypsilanti Liquor Ordinance
Copy of open Notice of Violation EN16-0070 for 1960 Whittaker Rd.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <input type="checkbox"/> Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery 3/10/14</p>
<p>1. Article Addressed to:</p> <p>Las Dos Fuentes, LLC Jesus Arellano, Resident Agent 1960 Whittaker Road Ypsilanti, MI 48197</p>	<p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from) 7014 2120 0002 2281 6235</p>	
<p>PS Form 3811, July 2013 Domestic Return Receipt</p>	

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #3 (see attached). The motion carried unanimously.

Supervisor Stumbo explained the budget amendment was needed since the burden for several tax-foreclosed properties had been turned back to the Township from the Washtenaw County Treasurer.

2. REQUEST OF JESUS ARELLANO FOR A 2012 CLASS C LICENSE FOR LAS DOS FUENTES, LLC, LOCATED AT 1960 WHITTAKER ROAD
(SCHEDULED TO MEET WITH LIQUOR COMMITTEE ON MAY 14, 2012)

A motion was made by Trustee Eldridge, supported by Treasurer Doe to approve the request of Jesus Arellano for a 2012 Class C License for Las Dos Fuentes, LLC, located at 1960 Whittaker Road.

A Friendly Amendment was made by Treasurer Doe to approve, contingent upon entering into an agreement that would ensure the current liquor license, located at 1926 Whittaker Road, remained in Ypsilanti Township. The friendly amendment was accepted. The motion carried unanimously.

Trustee Eldridge explained that Los Dos Fuentes, LLC was planning to reorganize the current location simultaneously with opening a new restaurant in the old Baker's Square and they would need a second liquor license in order to accomplish this. This move would create approximately twenty new jobs. He said they wanted to protect the Township by making sure that this license did not leave the community.

3. REQUEST OF S.R. JACOBSON FOR RE-APPROVAL OF LAKEWOOD FARMS PD STAGE I AND PD STAGE II FINAL SITE PLAN

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to re-approve Lakewood Farms PD Stage I and PD Stage II Final Site Plan, contingent on a Development Agreement, which would include creation of an expanded streetlight district to comprise road frontage on Tuttle Hill and Textile Roads.

Manny Kianicky, S. R. Jacobson Development Company said they had purchased the recorded condominium units in the project from the Washtenaw County Tax Sale. He said Phase I currently had approximately one-million dollars worth of improvements to be made and Phase II had approximately two-million dollars to be completed over the next several years.

The motion carried unanimously.

Supervisor Stumbo thanked them for turning a tax foreclosure into something positive in the community.

4. 2012 YPSILANTI TOWNSHIP AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION IN THE AMOUNT OF \$221,000.00, PAID WITH CDBG FUNDS

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the 2012 Ypsilanti Township Agreement with the Washtenaw County Road Commission in the amount of \$221,000, paid with CDBG funds and to authorize signing of the agreement (see attached). The motion carried unanimously.



CONTRACT REGARDING CLASS C QUOTA LIQUOR LICENSE

This CONTRACT is entered into on this 23rd day of July, 2012, by and between LAS DOS FUENTES, LLC, a Michigan limited liability company, whose registered address is 1960 Whittaker Road, Ypsilanti, Michigan 48197 ("Las Dos Fuentes"), and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 (the "Township").

RECITALS

WHEREAS, Las Dos Fuentes wishes to be granted a Class C Quota Liquor License ("License") from the Township for operation at 1960 Whittaker Road, Ypsilanti, Michigan 48197 the ("Licensed Premises"); and

WHEREAS, the Michigan Liquor Control Commission ("MLCC") requires the Township's approval for the issuance of the License, pursuant to MCL/A §436.1501 of the Michigan Liquor Control Code of 1998 (the "Code"); and

WHEREAS, the Township, through its Board of Trustees, has conditioned its approval of the License; **on the requirement that Las Dos Fuentes not transfer the location of the License for three years from the date of the issuance of the License by the MLCC ("No Transfer Period");** and

WHEREAS, Las Dos Fuentes has expressed its desire to enter into a Contract with the Township which would prohibit Las Dos Fuentes from transferring the license to another location during the No Transfer Period; and

WHEREAS, the Township is relying on this Contract in giving its approval for the License as described herein;



NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The Township shall, through its Board of Trustees, approve the granting of the License to Las Dos Fuentes.
2. In consideration of the Township's approval of the License, Las Dos Fuentes will not transfer the location of the License during the No Transfer Period.
3. Las Dos Fuentes understands and acknowledges that non-compliance with this Contract shall result in the Township requesting that the MLCC revoke or deny the renewal of the License.
4. Las Dos Fuentes acknowledges that a contract of this nature has not been tested in any Michigan Courts and affirmatively represents to any Court reviewing the enforceability of this Contract that it has sought legal counsel and agrees to be contractually bound by the terms and conditions of this Contract.
5. This Contract shall be contingent upon the Township Board of Trustees ratifying the form and content of this Contract.


IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the day and date first above written.

Signatures appear on following page.

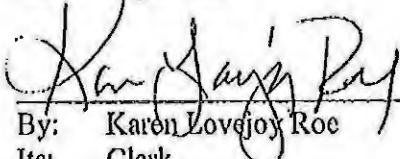
Approved as to form and Content:

Charter Township of Ypsilanti

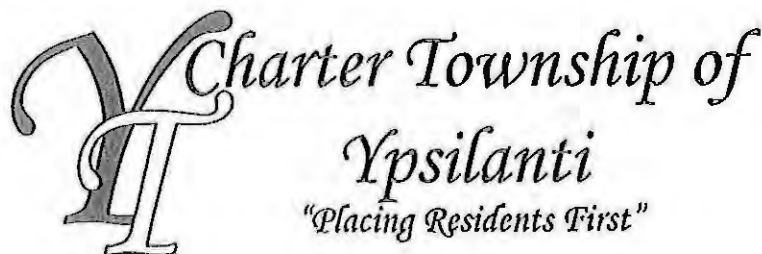
Las Dos Fuentes, LLC


By: Brenda L. Stumbo
Its: Supervisor


By: Jesus Arellano
Its:


By: Karen Lovejoy Roe
Its: Clerk

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



Clerk's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156
www.ytown.org

September 17, 2012

State of Michigan
Department of Consumer & Industry Services
Liquor Control Commission
7150 Harris Drive
P.O. Box 30005
Lansing, MI 48909-7505

Re: Liquor License Application – Las Dos Fuentes, LLC

To Whom It May Concern:

At the Regular Board Meeting held on May 14, 2012, the Charter Township of Ypsilanti Board of Trustees approved the application for a new 2010 Class C License for Las Dos Fuentes, LLC business located at 1960 Whittaker Road, Ypsilanti Township, MI 48197, Washtenaw County. Enclosed is the completed resolution recommending approval of the license.

Should you have any questions, please contact my office.

Sincerely,

Karen Lovejoy Roe
Clerk

Enclosure

cc: Township Board
McLain & Winters
Jeffery Crawford, Keystone Read Estate Advisors
keystoneofmichigan@gmail.com
File





Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
 Request ID: _____
 (For MLCC use only)

Local Government Approval
 (Authorized by MCL 436.1501)

Instructions for Applicants:

- Provide a copy of your Application for New Licenses, Permits, or Transfer of Ownership or Interest in License (form LCC-3011 for Retail or form LCC-3015 for Manufacturers and Wholesalers) to the local unit of government.

Instructions for Local Legislative Body:

- Complete this resolution, or provide a resolution, a letter of certification from the clerk, or minutes from the meeting at which this request was considered.

At a regular meeting of the Charter Township of Ypsilanti council/board
(regular or special) (township, city, village)
 called to order by Supervisor Brenda Stumbo on May 14, 2012 at 7:00 p.m.
(date) (time)
 the following resolution was offered:

Moved by Trustee Stan Eldridge and supported by Treasurer Larry Doe
 that the application from Las Dos Fuentes, LLC
(name of applicant)
 for the following license(s): New Class C "above all others"
(e.g. Class C, Tavern, B-Hotel, Micro Brewer)

and the following permits, if applied for: Dance Permit Entertainment Permit Topless Activity Permit
 Extended Hours Dance Permit Hours Required: _____
 Extended Hours Entertainment Permit Hours Required: _____

to be located at 1960 Whittaker Road, Ypsilanti, MI 48197
 be considered for approval
(approval or disapproval)

Approval	Disapproval
Yeas: <u>7</u>	Yeas: _____
Nays: <u>0</u>	Nays: _____
Absent: <u>0</u>	Absent: _____

It is the consensus of this body that it recommends this application be considered for
(recommends/does not recommend)
 approval by the Michigan Liquor Control Commission.

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the Township
 council/board at a regular meeting held on May 14, 2012
(regular or special) (date)

Name and title of authorized officer (please print): Karen Lovejoy Roe, Clerk
 Signature and date of authorized clerk: *Karen Lovejoy Roe*
 Phone number and e-mail of authorized officer: 734.484.4700 klovejoyroe@ytown.org

Board-Up Enforcement | EN12-2086

Property Information

Data Label	1960 WHITTAKER RD YPSILANTI MI, 48197	Subdivision:	South District
		Lot:	Block:

Name Information

Owner:	LOS ALAZANES LLC	Phone:	(734) 961 6644
Occupant:	VICORP RESTAURANTS, INC	Phone:	(303) 296 2121
Filer:		Phone:	

9/25/2012 12:00:00 AM

Date Filed:	09/25/2012	Date Closed:	09/25/2012	Status:	Closed - Resolved	Category:	Board-Up
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Complaint:

From: Paul Adkins
Sent: Monday, September 24, 2012 11:50 PM
To: ellingb@ytown.com
Subject: 12-48970

Bill,

WE had a MDOP at 1960 Whittaker(Old Baker Square). The front window to the outer door was broken out by an unknown person. It appears as though the inner doors are still secure..

Dep. P. Adkins

Last Action Date: Last Inspection: 09/25/2012

Last Action:

Follow-up Insp. Inspection | Bill Elling

Status:	Completed	Result:	Complied
Scheduled:	09/25/2012	Completed:	09/25/2012

Comments:

Notes Contrary to Dep Atkins the inside doors are not secure. BE had Dep Blanchard respond for a walk through prior to the exterior door being resecured by Total Construction. The window has been boarded over without causing damage to the window frame. Closed resolved

Board Up Inspection | Bill Elling

Status:	Completed	Result:	Violation(s)
Scheduled:	09/25/2012	Completed:	09/25/2012



Multiple Enforcement | EN13-1249

Property Information

Data Label: 1960 WHITTAKER RD Subdivision: South District
YPSILANTI MI, 48197 Lot: Block:

Name Information

Owner: LOS ALAZANES LLC Phone: (734) 961 6644
Occupant: VICORP RESTAURANTS, INC Phone: (303) 296 2121
Filer: Phone:

6/27/2013 12:00:00 AM

Date Filed: 06/15/2013 Date Closed: 06/27/2013 Status: Closed - Compliance Category: Multiple

Complaint:

Grass and boarded up window

Last Action Date: Last Inspection: 06/27/2013

Last Action:

Follow-up Insp. Inspection | Bill Elling

Status: Completed Result: Complied
Scheduled: 06/27/2013 Completed: 06/27/2013

Follow-up Insp. Inspection | Bill Elling

Status: Completed Result: Partially Complied
Scheduled: 06/24/2013 Completed: 06/19/2013

Comments:

Already cut by others 6/19

Initial Insp. Inspection | Bill Elling

Status: Completed Result: Violation(s)
Scheduled: 06/17/2013 Completed: 06/17/2013

Violations:

Corrected 304.13.3 - Boarded windows. The owner of a structure may, for a maximum of 30 days, board up a window when the window glass is broken, cracked or missing. After 30 days has expired, the window glass must be replaced with glass or other similar material and the board up material removed.

INSPECTOR COMMENTS: THE WINDOW ON THE BUILDING HAS BEEN BOARDED UP LONGER THAN 30 DAYS, THEREFORE REPLACE AND OR REPAIR BY THE REINSPECTION DATE

Comments:

Mow code Out of code: Please weed wack all the high stuff around the building which is a vacant structure in front of Krogers. Its mostly located within the island areas



CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE DEPARTMENT
7200 S. HURON RIVER DRIVE
YPSILANTI, MI 48197
(office) 734-485-4393 (fax) 734-544-3757 www.ytown.org

06/17/2013

LOS ALAZANES LLC
1960 WHITTAKER RD
YPSILANTI, MI 48197

RE: 1960 WHITTAKER RD - K -11-21-200-035
EN13-1249

Dear Owner/Occupant:

Please be advised that on 06/17/2013 Officer Bill Elling, from the Ypsilanti Township Ordinance Department, preformed an inspection at **1960 WHITTAKER RD** and the following violations were found:

Boarded windows 304.13.3 - Boarded windows. The owner of a structure may, for a maximum of 30 days, board up a window when the window glass is broken, cracked or missing. After 30 days has expired, the window glass must be replaced with glass or other similar material and the board up material removed.

INSPECTOR COMMENTS: THE WINDOW ON THE BUILDING HAS BEEN BOARDED UP LONGER THAN 30 DAYS, THEREFORE REPLACE AND OR REPAIR BY THE REINSPECTION DATE

You are further advised that on **06/24/2013** the above indicated violation (s) have not been corrected, a ticket will be issued compelling you to appear in 14-B District Court. If you are a tenant renting this property a copy of this notice has been sent to your landlord.

Fines for civil infractions violations, unless otherwise noted, are \$100.00 for first offense, \$250.00 for second offense, and \$500.00 for third offense.

If you have any questions about the violations please call the Ypsilanti Township Ordinance Department at (734) 485-4393 and ask for Officer Bill Elling.

Sincerely
Bill Elling, Ypsilanti Township Ordinance Department

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



Office of Community Standards

Building Department
7200 S. Huron River Drive
Ypsilanti, MI 48197
(734) 485-3943
ytown.org

Office of Community Standards NOTICE OF VIOLATION

Date: July 3, 2013

To: Los Alazanes, LLC.
1960 Whittaker Rd.
Ypsilanti, MI 48197

Be advised that your property located at 1960 Whittaker Rd in the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, was inspected by Ron Fulton and Dave Bellers from the Office of Community Standards on June 20, 2013.

The inspection of that address indicates that the following conditions exist:

1. Portions of the exterior concrete are in disrepair. Repair.















302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

2. Portions of the EIFS are in disrepair and do not perform the required water tight condition. Repair.















304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

3. There is an electrical connection to a security camera that is improper. Repair.



605.1 Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

4. The abandoned sign pole sign is in disrepair, contains electrical hazards and is not permitted. Remove.









Article XXI Section 2109, Charter Township of Ypsilanti Code of Ordinances:

Abandoned sign: A sign that is accessory to or associated with a legal use that has been discontinued or terminated.

Removal of abandoned, damaged, illegal or unsafe signs:

a. ***Abandoned signs:*** **Abandoned signs** shall be taken down and removed by the owner, agent or person having the beneficial use of the building or structure upon which said sign shall be found. All sign copy shall be removed within 30 days after the use to which the sign is accessory has terminated or been discontinued. The sign, including all component parts, shall be removed and the property restored as nearly as possible to its original condition within 180 days after the use has terminated or been discontinued. The building official may remove such signs or sign copy at the expense of the sign owner after said owner has been ordered in writing to remove said sign by the building official and has not done so within 30 days. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.

5. The masonry cap on the dumpster enclosure is either non-existent or in disrepair so as to allow moisture to enter the masonry wall. The effloresce visible on the masonry is indicative of this moisture intrusion. Repair.



6. The shutters are becoming detached from the building. Repair.



304.8 Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

7. There are openings near the windows that permit birds/bats to enter and nest. Remove nests and block openings.





304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

8. Window frame/trim on the south side has dislodged so as to permit moisture intrusion. Repair.



304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

9. Areas of soffits and fascia are showing signs of deterioration. Clean and paint these areas.





304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

10. The handicapped parking spots have had their required paint striping worn away. Re-paint handicapped parking spots.



302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

11. The island adjacent to the handicapped parking area contains a mound of dirt/weeds/debris. Clean and restore to original condition.



302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

12. There is dirt, gravel and debris in the parking area on the north side. Clean asphalt to prevent this from entering storm sewer.





302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

The certificate of occupancy is hereby revoked and the structure is condemned until repairs are completed under required permits and a new certificate of occupancy is issued.

Sec. 48-27 Property Maintenance Code of Ypsilanti Charter Township

PM-107.5 Transfer of ownership: It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

The structure at the described address is hereby ordered to be brought into compliance with all applicable codes within 28 days. A re-inspection will be conducted on July 31, 2013. Failure to correct all items by that date may result in legal action.

You have the right to appeal this notice of violation. If you choose to appeal, contact the Office of Community Standards at 734-485-3943 and request an application for the Construction Board of Appeals. There is a \$100 application fee to apply for an appeal.

Approved by: Ron Fulton
Director/Official
Building Department

CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE DEPARTMENT
7200 S. HURON RIVER DRIVE
YPSILANTI, MI 48197
(office) 734-485-4393 (fax) 734-544-3757 www.ytown.org

07/22/2014

LOS ALAZANES LLC
1960 WHITTAKER RD
YPSILANTI, MI 48197

RE: 1960 WHITTAKER RD - K -11-21-200-035
EN14-3659

Dear Owner/Occupant:

Please be advised that on 07/22/2014 Officer Bill Elling, from the Ypsilanti Township Ordinance Department, preformed an inspection at **1960 WHITTAKER RD** and the following violations were found:

Vegetation Sec. 66-31. Grass and weeds.

On private property no noxious weeds, grass or other rank vegetation shall be permitted at a height greater than seven (7) inches. However, the commissioner may designate natural areas where vegetation may be permitted to grow in excess of seven (7) inches. Annually a notice shall be published in a local newspaper in March indicating that if grass, weeds and other vegetation are not cleared by June 1, they may be removed by the township and the costs charged against the property.

INSPECTOR COMMENTS: PLEASE KNOCK DOWN ALL THE WEEDS AROUND THE BUILDING AND WITHIN THE AREAS WITH STONE BY THE REINSPECTION DATE

You are further advised that on **07/29/2014** the above indicated violation (s) have not been corrected, a ticket will be issued compelling you to appear in 14-B District Court. If you are a tenant renting this property a copy of this notice has been sent to your landlord.

Fines for civil infractions violations, unless otherwise noted, are \$100.00 for first offense, \$250.00 for second offense, and \$500.00 for third offense.

If you have any questions about the violations please call the Ypsilanti Township Ordinance Department at (734) 485-4393 and ask for Officer Bill Elling.

Sincerely
Bill Elling, Ypsilanti Township Ordinance Department



CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE DEPARTMENT
7200 S. HURON RIVER DRIVE
YPSILANTI, MI 48197
(office) 734-485-4393 (fax) 734-544-3757 www.ytown.org

05/08/2015

LOS ALAZANES LLC
1960 WHITTAKER RD
YPSILANTI, MI 48197

RE: 1960 WHITTAKER RD - K -11-21-200-035
<PENDING>

Dear Owner/Occupant:

Please be advised that on 05/08/2015 Officer Jill Kulhanek, from the Ypsilanti Township Ordinance Department, performed an inspection at **1960 WHITTAKER RD** and the following violations were found:

Exterior Property - Sanitation PM - 302.1 Sanitation.

**INSPECTOR COMMENTS:
REMOVE ALL TRASH AND GARBAGE FROM AROUND PROPERTY PRIOR TO
NEXT INSPECTION DATE.**

Vegetation Sec. 66-31. Grass and weeds.

Sec. 66-30. Lawn extensions.

**INSPECTOR COMMENTS:
TRIM AND CUT GRASS AND WEEDS AROUND THE PROPERTY PRIOR TO NEXT
INSPECTION DATE.**

You are further advised that on **05/15/2015** the above indicated violation (s) have not been corrected, a ticket will be issued compelling you to appear in 14-B District Court. If you are a tenant renting this property a copy of this notice has been sent to your landlord.

Fines for civil infractions violations, unless otherwise noted, are \$100.00 for first offense, \$250.00 for second offense, and \$500.00 for third offense.

If you have any questions about the violations please call the Ypsilanti Township Ordinance Department at (734) 485-4393 and ask for Officer Jill Kulhanek.

Sincerely
Jill Kulhanek, Ypsilanti Township Ordinance Department

Ypsilanti Township

Electrical

Permit No: PE15-0229

Building Department
Phone: (734) 485-3943

7200 S. Huron River Dr.
Fax: (734) 484-5151

Ypsilanti, MI 48197



1960 WHITTAKER RD Location
K -11-21-200-035 South District

LOS ALAZANES LLC Owner
2955 ROUNDTREE BLVD., APT. J
YPSILANTI MI 48197
(734) 961 6644

Issued: 05/19/15 Permit expires 11/30/15
Const value 0
Lot #: Sec. No.
PLEASE CALL (734) 485-3943
FOR AN INSPECTION 24 HOURS IN ADVANCE

WADE, WINSTON Contractor
26311 PRINCETON Ph# (313) 218 7552
INKSTER MI 48141

Work Description: Lighting (1) cir.
(8) lights routed underground in 1/2 PVC
stubbed up @ post controlled via switch inside building

Stipulations: 1) rough 1) final inspections required

Invoice Info

Permit Item	Work Type	Fee Basis	Item Total
Base Fee (BELEC)	Standard Item	2.00	100.00
Registration Fee (BREG)	Standard Item	1.00	15.00

Mailed

S/Alex Mamo by _____

Fee Total: \$115.00

Amount Paid: \$115.00

Applicant

Chief Building Official

Balance Due: \$0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that it is my responsibility to call for all necessary inspections.

ALL FEES MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE AND NON-TRANSFERABLE.

I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application. I agree to conform to all applicable laws of the State of Michigan and the local

local jurisdiction. All information on the permit application is accurate to the best of my knowledge. IT IS UNLAWFUL TO OCCUPY A BUILDING UNTIL A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED.

Payment of permit fee constitutes acceptance of the above terms.



Electrical Permit | PE15-0229

Property Information

K -11-21-200-035	1960 WHITTAKER RD	Subdivision:	South District
	YPSILANTI MI, 48197	Lot:	Block:

Name Information

Owner:	LOS ALAZANES LLC	Phone:	(734) 961 6644
Occupant:		Phone:	
Applicant:	WADE, WINSTON	Phone:	(313) 218 7552
Contractor:	WADE, WINSTON	Phone:	(313) 218 7552
Licensee:	WADE, WINSTON	Phone:	(313) 218 7552
License Issued:	05/19/2015		
License Expires:	12/31/2015		

Permit Information

Date Issued: 05/19/2015 Date Expires: 11/30/2015 Status: EXPIRED

Work Description:
Lighting (1) cir.
(8) lights routed underground in 1/2 PVC
stubbed up @ post controlled via switch inside building

Stipulations:
1) rough 1) final inspections required

Comment:

Fee Information

Standard Item	Base Fee (BELEC)	2.00	100.00
Standard Item	Registration Fee (BREG)	1.00	15.00

Rough Inspection | Adam Kurtinaitis

Status:	Completed	Result:	Approved
Scheduled:	06/02/2015 12:00 AM	Completed:	06/03/2015 09:44 AM

Comments:
note Lighting (1) circuit; (8) lights routed underground in 1/2 PVC stubbed up @ post controlled via switch inside building. LA FUENTE RESTAURANT VACANT IN FRONT OF KROGER (CURRENTLY VACANT).

ELECTRICAL PERMIT APPLICATION

Charter Township of Ypsilanti – Office of Community Standards
7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-3943

Received
By JK
MAY 19 2015

PROPERTY INFORMATION:

1960 ADDRESS Whittaker Rd STREET Ypsilanti Township LOT / UNIT
CEC Department

APPLICANT: (Person or company performing the work)

Winston FIRST NAME Wade LAST NAME OR COMPANY NAME 26311 ADDRESS TRINIDAD STREET
INK CITY MI STATE 48141 ZIP (313) 218-8552 PHONE

PROPERTY OWNER WHERE WORK IS TO BE PERFORMED:

Jesus FIRST NAME Avellano BRAVO LAST NAME OR COMPANY NAME ADDRESS STREET
CITY STATE ZIP PHONE (540) 537-8166

PROVIDE BRIEF DESCRIPTION OF WORK TO BE COMPLETED:

~~Lighting~~ Lighting 1 cir.
8 Lights Routed underground in 1/2 PVC
Stubbed up @ Post controlled via switch inside Bldg.

NUMBER	TYPE	NUMBER	TYPE
_____	PERMANENT SERVICE	_____	TEMPORARY SERVICE
<u>1</u>	ROUGH ELECTRICAL	_____	OTHER _____
<u>1</u>	FINAL ELECTRICAL		

TOTAL # OF INSPECTIONS 2 X (TIMES) \$50.00 = \$100

[Signature] APPLICANT 5/19/15 DATE



Completed work must be inspected immediately. No work shall be covered or concealed until inspected and approved. Firm of person installing work shall be responsible for obtaining permits and inspections and payment of fees as required by code. If work is started before permit is issued an administrative fee equal to the permit fee will be assessed. Fees are non-refundable and permits are not transferable. Permit will expire 6 months from date of issue unless otherwise specified. Codes used: Residential – Michigan Residential Code 2009, Commercial – NEC 2014

CONTRACTOR REGISTRATION

Charter Township of Ypsilanti – Office of Community Standards
7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-3943

APPLICANT: COPY OF LICENSE MUST BE INCLUDED

Winston Wade _____
FIRST NAME LAST NAME COMPANY NAME

26311 Princeton Inkstar MI 48141
MAILING ADDRESS CITY STATE ZIP

313 2187552
PHONE

LICENSE INFORMATION:

TYPE: Electrical

PERMANENT NUMBER: 6109951 EXPIRATION DATE: 12/31/15

WORKMAN'S COMP. CARRIER: ONE MAN SHOP

FEDERAL I.D. NUMBER: " " "

M.E.S.C. NUMBER: " " "

REGISTRATION FEE:

Building, Mechanical, Plumbing, Electrical and Sign \$15.00


BY SIGNING THIS REGISTRATION FORM, I CERTIFY THAT I AM THE PERSON LISTED ABOVE, THE INFORMATION FURNISHED IS TRUE AND ACCURATE TO THE BEST OF MY BELIEF AND IF NO WORKMAN'S COMP. CARRIER IS LISTED, I AM EXEMPT UNDER STATE LAW.

SD Wade 5/19/15
APPLICANT DATE

"Section 23a of the State Construction Codes Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this State relating to persons who perform work on residential buildings or structures. Violators of Section 23a are subjected to civil fines."





MICHIGAN IN USA
DRIVER LICENSE



W 300-889-297-427 ISS. 06-06-2011
 DOB 06-07-1957 EXP 06-07-2015 060757

WINSTON LEE WADE
 26311 PRINCETON ST
 INKSTER, MI 48141-2444

Sex **M** Hgt **600** Eyes **BRO**
 Lic Type **0** End **CY**
 Restrictions **NONE**

Winston Wade DD:003783527910T Rev 07-21-2011

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
 BUREAU OF CONSTRUCTION CODES

ELECTRICAL CONTRACTOR LICENSE
 ISSUED BY THE ELECTRICAL ADMINISTRATIVE BOARD

CONTRACTOR OF RECORD - WINSTON L WADE
 MASTER - WADE, WINSTON LEE

WADE, WINSTON
 26311 PRINCETON
 INKSTER MI 48141

LICENSE NO.	EXPIRATION DATE
6109951	12/31/2015

12/31/2015 EXPIRATION DATE
 6109951 LICENSE NO.

INKSTER MI 48141
 26311 PRINCETON
 WADE, WINSTON LEE

EMPLOYER: WINSTON WADE

ISSUED BY THE ELECTRICAL ADMINISTRATIVE BOARD
 MASTER ELECTRICIAN LICENSE
 BUREAU OF CONSTRUCTION CODES
 MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

- Plot Plan Construction Drawings
- License & Insurance

ZONING PERMIT APPLICATION

Charter Township of Ypsilanti – Office of Community Standards

7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-3943

Received
By K
JUN 18 2015

called 7/7/15. AD

Ypsilanti Township
CED Department
ZONING

I. BUILDING LOCATION

Address: 1960 Whittaker Rd Parcel ID # 12-11-21-200-035

Lot Number: _____ Subdivision: _____

II. APPLICANT INFORMATION

APPLICANT IS RESPONSIBLE FOR THE PAYMENT OF ALL FEES AND CHARGES APPLICABLE TO THIS APPLICATION AND MUST PROVIDE THE FOLLOWING INFORMATION *Brian J*

Property Owner: Jesus Arellano B Phone: 734 845 0234

Address: 1960 Whittaker Rd City: Ypsilanti State: MI Zip: 48197

Contractor / Engineer: BRIAN E. LYNCH Phone: 734 845 0234

Address: 2080 Whittaker Rd STE 129 City: Ypsilanti State: MI Zip: 48197

License Number: 45-544113

III. COST, FEES AND PERMITS

Cost of Improvement: \$ _____

FEES	
\$ <u>70.00</u>	Permit Fee <i>After the fact permit.</i>
_____	Contractor Registration Fee
_____	Site Plan Administration Review (x\$50)
\$ <u>70.00</u> <u>35.00</u>	FEE TOTAL

IV. APPLICATION TYPE

(SMOOTH SIDE OF FENCE MUST FACE OUT – UNLESS SHADOW BOX FENCE)

- 1. Driveways
- 2. Fence
- 3. Sheds
- 4. Other

Building: Describe in detail the proposed work to be performed.

Patio concrete 13'x43'

SECTION 23A OF THE STATE CONSTRUCTION CODE ACT OF 1972, ACT NO. 230 OF THE PUBLIC ACTS OF 1972, BEING SECTIONS 125.1523A OF THE MICHIGAN COMPILED LAW, PROHIBITS A PERSON FROM CONSPIRING TO CIRCUMVENT THE LICENSING REQUIREMENT OF THIS STATE RELATING TO PERSONS WHO ARE TO PERFORM WORK ON A RESIDENTIAL BUILDING OR A RESIDENTIAL STRUCTURE, VIOLATORS ARE SUBJECT TO CIVIL FINES.

I HEREBY CERTIFY THAT THE PROPOSED WORK IS AUTHORIZED BY THE OWNER OF RECORD AND THAT I HAVE BEEN AUTHORIZED BY THE OWNER TO MAKE THIS APPLICATION AS HIS AUTHORIZED AGENT AND WE AGREE TO CONFORM TO ALL APPLICABLE LAWS OF THIS JURISDICTION. I UNDERSTAND THAT THE FEES ARE NOT REFUNDABLE AND PERMITS ARE NOT TRANSFERABLE. THE PERMIT WILL EXPIRE SIX (6) MONTHS FROM THE DATE OF ISSUE UNLESS OTHERWISE SPECIFIED.

Brian Lynch
Applicant Signature

BRIAN LYNCH
Print Name

6/18/15
Date



Office Use Only

IX. PLOT PLAN

- Zoning Classification: _____ Proposed Use: CONCRETE PATIO
- Total Lot Size: _____
- Total Land Area (sq. ft.): _____
- Total Allowable Coverage: _____
- Total Coverage Shown: _____
- Setbacks: Front _____ Back: _____ Side: _____ Sign Setback from ROW: _____
- Environmental Concerns:
 - Wetlands: _____ Woodlands Protection: _____
 - Soil Erosion: _____ Drainage: _____
- Additional Approvals Needed:
 - WCDC: _____ RECEIVED: _____ WCRC: _____ RECEIVED: _____

[Signature]
 Zoning Ordinance Approval
PD

 Title

7/6/15

 Date

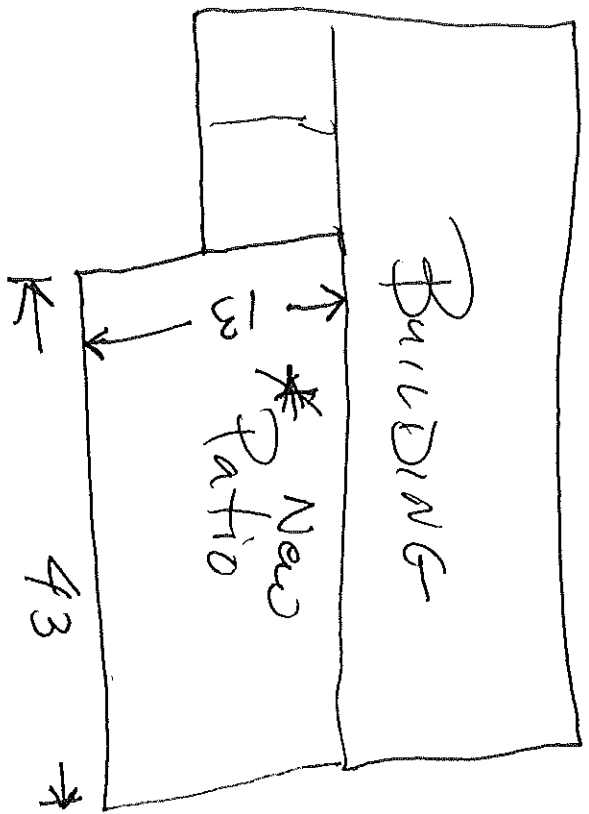
NOTES:

LANDSCAPE PLAN REQUIRED FOR THE REPLACEMENT OF THE REQUIRED AND APPROVED LANDSCAPING, DISPLACED DURING CONSTRUCTION

Provided landscape plan to applicant. All required plantings shall be relocated and approved by this dept. 7/6/15 - Joe

Kroger
Here

LT FUENTE / LOS ALAMOS LLC



1960 W. Haker Rd

6/18/15

SIZE

Paint
CARR
CROSSING

FIRST THIRD
BAND

MICHIGAN ^{MI} USA

DRIVER LICENSE



L 520 098 213 359 ISS 05-04-2015
DOB 05-11-1957 EXP 05-11-2019 051157

BRIAN ELLIOTT LYNCH
7601 KENSINGTON DR
YPSILANTI, MI 48197-3175

Sex M Hgt 600 Eyes BRO

Lic Type 0 End NONE

Restrictions NONE



Brian Lynch

DD10000735631830

DDNDR
Rev 08/21/2011

Ypsilanti Township

Zoning

Permit No: PZP15-0062

Building Department
Phone: (734) 485-3943

7200 S. Huron River Dr.
Fax: (734) 484-5151

Ypsilanti, MI 48197



1960 WHITTAKER RD Location K -11-21-200-035 South District	LOS ALAZANES LLC Owner 2955 ROUNDTREE BLVD., APT. J YPSILANTI MI 48197 (734) 961 6644
Issued: <u>07/07/15</u> Permit expires <u>01/03/16</u> Const value 0 Lot #: _____ Sec. No. _____ PLEASE CALL (734) 485-3943 FOR AN INSPECTION 24 HOURS IN ADVANCE	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> <div style="text-align: right; padding-right: 10px;">Contractor</div> <div style="text-align: center; padding-top: 10px;">Ph#</div>

Work Description: Patio - concrete (13' x 43').

Stipulations: The applicant is responsible for the placement of described work per the application and/or specs submitted. Applicant does not need to call for final inspection.

Landscape plan required for the replacement of the required and approved landscaping displaced during construction. Landscape plan has been provided to the applicant. All required plantings shall be relocated and approved by this department.

Invoice Info

Permit Item	Work Type	Fee Basis	Item Total
Permit (BLDG)	Zone	1.00	35.00
Admin. Fee (BLDG)	Zone	1.00	35.00

Mailed

S/Alex Mamo by _____

Fee Total: \$70.00

Amount Paid: \$70.00

Applicant

Chief Building Official

Balance Due: \$0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that it is my responsibility to call for all necessary inspections.

ALL FEES MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE AND NON-TRANSFERABLE.

I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application. I agree to conform to all applicable laws of the State of Michigan and the local

local jurisdiction. All information on the permit application is accurate to the best of my knowledge. IT IS UNLAWFUL TO OCCUPY A BUILDING UNTIL A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED.

Payment of permit fee constitutes acceptance of the above terms.



Zoning Permit | PZP15-0062**Property Information**

K -11-21-200-035	1960 WHITTAKER RD	Subdivision:	South District
	YPSILANTI MI, 48197	Lot:	Block:

Name Information

Owner:	LOS ALAZANES LLC	Phone:	(734) 961 6644
Occupant:		Phone:	
Applicant:	LOS ALAZANES LLC	Phone:	(734) 961 6644
Contractor:		Phone:	
Licensee:		Phone:	
License Issued:			
License Expires:			

Permit Information

Date Issued:	07/07/2015	Date Expires:	01/03/2016	Status:	EXPIRED
--------------	------------	---------------	------------	---------	---------

Work Description:

Patio - concrete (13' x 43').

Stipulations:

The applicant is responsible for the placement of described work per the application and/or specs submitted. Applicant does not need to call for final inspection.

Landscape plan required for the replacement of the required and approved landscaping displaced during construction. Landscape plan has been provided to the applicant. All required plantings shall be relocated and approved by this department.

Comment:**Fee Information**

Zone	Permit (BLDG)	1.00	35.00
Zone	Admin. Fee (BLDG)	1.00	35.00

Administrative Inspection | Alex Mamo

Status:	Completed	Result:	Disapproved
Scheduled:	06/24/2015 12:00 AM	Completed:	06/24/2015 04:28 PM

Comments:

note patio was poured without permit (permit was denied by Joe Lawson through zoning review). - AD

BlightEnforcement | EN15-3309

Property Information

Data Label	1960 WHITTAKER RD	Subdivision:	South District
	YPSILANTI MI, 48197	Lot:	Block:

Name Information

Owner:	LOS ALAZANES LLC	Phone:	(734) 961 6644
Occupant:		Phone:	
Filer:		Phone:	

11/9/2015 11:46:12 AM

Date Filed:	11/02/2015	Date Closed:	11/09/2015	Status:	Closed - Compliance	Category:	Blight
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Complaint: Caller reports that dumpster outside of building at 1960 Whittaker (old Baker's Square and Ram's Horn restaurant building) has not been emptied in a very long time. He says it is overflowing, and trash is blowing all over the parking lot and across the street.

Last Action Date: Last Inspection: 11/09/2015

Last Action:

Follow-up Insp. Inspection | Bill Elling

Status:	Completed	Result:	Complied
Scheduled:	11/09/2015	Completed:	11/09/2015

Initial Insp. Inspection | Bill Elling

Status:	Completed	Result:	Violation(s)
Scheduled:	11/02/2015	Completed:	11/02/2015

Violations:

Corrected PM - 302.1 Sanitation.

INSPECTOR COMMENTS: THE DUMPSTER LOCATED ON THE NORTH SIDE OF THE PROPERTY IS FULL AND MUST BE EMPTIED OR REMOVED BY THE REINSPECTION DATE. ADDITIONALLY ALL THE TRASH AROUND THE DUMPSTER AND ON YOUR PROPERTY MUST ALSO BE REMOVED BY THE REINSPECTION DATE



CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

11/02/2015

LOS ALAZANES LLC
1960 WHITTAKER RD
YPSILANTI, MI 48197

Re: 1960 WHITTAKER RD - K -11-21-200-035
<PENDING>

Dear Owner/Occupant:

Please be advised that on 11/02/2015 Officer Bill Elling, from the Ypsilanti Township Ordinance Department, performed an inspection at **1960 WHITTAKER RD** and the following violations were found:

302.1 Sanitation PM - 302.1 Sanitation.

INSPECTOR COMMENTS: THE DUMPSTER LOCATED ON THE NORTH SIDE OF THE PROPERTY IS FULL AND MUST BE EMPTIED OR REMOVED BY THE REINSPECTION DATE. ADDITIONALLY ALL THE TRASH AROUND THE DUMPSTER AND ON YOUR PROPERTY MUST ALSO BE REMOVED BY THE REINSPECTION DATE

You are further advised that on **11/09/2015** the above indicated violation (s) have not been corrected, a ticket will be issued compelling you to appear in 14-B District Court. Fines for civil infractions violations, unless otherwise noted, are \$100.00 for first offense, \$250.00 for second offense, and \$500.00 for third offense. If you have any questions about the violations please call the Ypsilanti Township Ordinance Department at (734) 485-4393 and ask for Officer Bill Elling.

Sincerely,

Bill Elling
Ypsilanti Township Ordinance Department

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

October 13, 2015

LOS ALAZANES LLC
1960 WHITTAKER RD
YPSILANTI, MI 48197

Re: **Registration and Inspection of Vacant Commercial and Industrial Buildings**

The Charter Township of Ypsilanti recently amended its Code of Ordinances to require registration and inspection of vacant commercial and industrial buildings, which previously applied only to residential structures. The code change became effective on September 24, 2015 and we are reaching out to inform you and ask for your cooperation.

The purpose of this program is to ensure the safety of vacant buildings, to preserve property values and to help promote a positive physical environment that is mutually beneficial.

Ordinance No. 2015-450-Regarding Vacant Property Registration, Resolution No. 2015-31, Vacant Property Fee Schedule and the Vacant Property Registration & Certificate Application have been enclosed for you convenience.

Your completed application should be mailed to the Charter Township of Ypsilanti, Office of Community Standards at 7200 S. Huron River Drive, Ypsilanti, MI 48197. Upon receipt of your application, you will be notified of the time and date of the inspection.

Ypsilanti Township frequently receives calls from investors looking for existing buildings to utilize for a new business. If your vacant building is for sale or available for lease, Ypsilanti Township would be happy to help market your property.

Our staff is available to answer questions and help you through the process as easily as possible. **This educational packet comes with a request that you register any vacant buildings no later than November 30, 2015 with scheduled inspections to follow at a convenient time.** After then, our inspectors will begin contacting property owners to seek compliance.

We greatly appreciate your attention and cooperation. Please direct questions or comments to: business@ytown.org or 734-485-3943.

Mike Radzik

Mike Radzik
OCS Director

HIGHLIGHTS OF OUR VACANT BUILDING INSPECTION PROGRAM ARE LISTED ON THE REVERSE SIDE

7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-4393



CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

Received
By AD
JAN 12 2015
Ypsilanti Township
CED Department

Vacant Property Registration and Certificate Application

Vacant Property Address: 1960 Whitaker Road

Parcel ID #: K - 11 - 21 - 200 - 035 Property Is Currently For Sale Yes No

Single Family Dwelling Multi-Family Dwelling Number of Units:

Commercial / Industrial Dwelling Number of Buildings 1 Number of Units 1

Lock Box Code: _____ (to be used for entry to inspect)

Owner's Name: Jesus Arellano Driver's License #: _____

Corporation Name: Los Alzames

Corporation Resident Agent: _____

Owner's Geographic Address: _____

Owner's Mailing Address: _____

Phone: _____ Mobile: _____ Fax: _____

Email: _____

Property Manager / Emergency Contract CHECK HERE IF SAME AS ABOVE

Company Name: Do's Fuentes

Agent's: Martin Alvarez

Agent's Address: 2955 Roundtree Blvd Apt A-1 Ypsilanti MI 48197

Agent's Phone: 734 961 6644 Mobile: 330 623 0506 Fax: 734 961 6646

Agent's Email: _____

COMPLETE APPLICATION ON REVERSE SIDE



The undersigned hereby makes application to register the described property and obtain certification pursuant to the Ypsilanti Township Vacant Property Ordinance, Chapter 48. I understand that such certification may be revoked in case of violation of such law and the enforcing officials shall be permitted to inspect the dwelling and property listed herein. I understand that property subject to this article that is left open and/or accessible shall be subject to entry by enforcing officials in order to ensure that the property has not become an attractive nuisance and to ensure that the property is locked and/or secured. Prior to re-occupancy of the property, I shall notify the Township that the property has been sold or rented and to whom. All fees that remain unpaid after 14 days written notice to the owner/responsible agent shall be assessed against the property as a lien and placed on the tax roll. I hereby certify that this application contains a true and complete listing of the information requested herein. I agree to notify the Charter Township of Ypsilanti of any changes to the information listed in this application within 10 days of the change.

Signature of Owner: MARTIN ALVAREZ Date: 1-12-16

OWNER/AGENT AFFICAVIT

THE UNDERSIGNED is the owner and/or owner's agent responsible for the vacant property located at:

1960 Whittaker Road Parcel ID #: K - 11 - 21 - 200 - 035

I have investigated the structural integrity and utilities at the above described property and do hereby state:

- a. The water service to the property is: Operational Properly Disconnected
- b. The sewer system to the property is: Operational Properly Disconnected
- c. The gas service to the property is: Operational Properly Disconnected
- d. The electric service to the property is: Operational Properly Disconnected
- e. Does the structure have a basement sump pump system: Yes No
 - 1. If so, is the sump pump operational: Yes No

I certify that I have read the foregoing affidavit and that the contents herein are true to the best of my knowledge and belief:

MARTIN ALVAREZ
Signature of Affiant

Martin Alvarez
Printed Name

Subscribed and sworn to before me on the _____ day of _____, 20____

_____, Notary Public

_____, County, Michigan

Acting in _____ County, Michigan

My commission expires: _____



1960

STOP WORK

DO NOT REMOVE

Do Not Proceed with Work until Contacting

**CHARTER TOWNSHIP OF YPSILANTI
OFFICE OF COMMUNITY STANDARDS
7200 SOUTH HURON RIVER DRIVE
YPSILANTI, MICHIGAN 48197
(734) 485-3943**

ALL WORK STOPPED
1/11/2016







01/12/2016





01/12/2016



















01/12/2016











01/12/2016



01/12/2016









* updated w/ contact info. 1/29/16. -AD

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

Received AD
By _____
JAN 12 2016
Ypsilanti Township
FED Department

Vacant Property Registration and Certificate Application

Vacant Property Address: 1960 Whitaker Road

Parcel ID #: K- 11 - 21 - 200 - 035 Property Is Currently For Sale Yes No

Single Family Dwelling Multi-Family Dwelling Number of Units:

Commercial / Industrial Dwelling Number of Buildings 1 Number of Units 1

Lock Box Code: _____ (to be used for entry to inspect)

Owner's Name: Jesus Arellano Driver's License #: G 138 00612

Corporation Name: Los Alazones

Corporation Resident Agent: _____

Owner's Geographic Address: 157 Antler Lane, Troutville, VA 24175

Owner's Mailing Address: SAME

Phone: 540.992.3576 Mobile: 540.537.8166 Fax: _____

Email: _____

Property Manager / Emergency Contract _____ CHECK HERE IF SAME AS ABOVE

Company Name: Dos Fuentes

Agent's: Marta Alvarez

Agent's Address: 2955 Roundtree Blvd Apt A-1 Ypsilanti MI 48197

Agent's Phone: 734 961 6644 Mobile: 330 623 0506 Fax: 734 961 6646

Agent's Email: _____

COMPLETE APPLICATION ON REVERSE SIDE



The undersigned hereby makes application to register the described property and obtain certification pursuant to the Ypsilanti Township Vacant Property Ordinance, Chapter 48. I understand that such certification may be revoked in case of violation of such law and the enforcing officials shall be permitted to inspect the dwelling and property listed herein. I understand that property subject to this article that is left open and/or accessible shall be subject to entry by enforcing officials in order to ensure that the property has not become an attractive nuisance and to ensure that the property is locked and/or secured. Prior to re-occupancy of the property, I shall notify the Township that the property has been sold or rented and to whom. All fees that remain unpaid after 14 days written notice to the owner/responsible agent shall be assessed against the property as a lien and placed on the tax roll. I hereby certify that this application contains a true and complete listing of the information requested herein. I agree to notify the Charter Township of Ypsilanti of any changes to the information listed in this application within 10 days of the change.

Signature of Owner: MARTIN ALVARO Date: 1-12-16

OWNER/AGENT AFFICAVIT

THE UNDERSIGNED is the owner and/or owner's agent responsible for the vacant property located at:

1960 Whittaker Road Parcel ID #: K- 11 - 21 - 200 - 035

I have investigated the structural integrity and utilities at the above described property and do hereby state:

- a. The water service to the property is: Operational Properly Disconnected
- b. The sewer system to the property is: Operational Properly Disconnected
- c. The gas service to the property is: Operational Properly Disconnected
- d. The electric service to the property is: Operational Properly Disconnected
- e. Does the structure have a basement sump pump system: Yes No
 - 1. If so, is the sump pump operational: Yes No

I certify that I have read the foregoing affidavit and that the contents herein are true to the best of my knowledge and belief:

MARTIN ALVARO
Signature of Affiant

MARTIN ALVARO
Printed Name

Subscribed and sworn to before me on the _____ day of _____, 20____

_____, Notary Public

_____ County, Michigan

Acting in _____ County, Michigan

My commission expires: _____

Jesus B Arellano

* 1/29/16

-AD

* 157 Antler lane

Troutville Virginia

zip: 24175

* Tel: (540) 992 3576

Mobile: (540) 537 8166

* Driver's License #

G 13800612

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

February 24, 2016

Los Alazanes LLC
C/O Jesus Arellano
1960 Whittaker Rd
Ypsilanti, MI 48197

Las Dos Fuente, LLC
C/O Jesus Arellano
1960 Whittaker Rd
Ypsilanti, MI 48197

(property owner)

(liquor licensee)

Copy hand delivered to: Martin Alvarez

Re: 1960 Whittaker Rd
Parcel ID: K -11-21-200-035
Case No. EN16-0070

Please be advised that a Stop Work Order was posted, and the following code violations exist, at the vacant building located at **1960 Whittaker Rd:**

Sec. 2303. Permits:

4. Permits required: No building or structure, or part thereof, shall be hereafter erected, altered, moved, or repaired unless a building permit shall have been first issued for such work. The terms "altered" and "repaired" shall include any changes in structural parts, stairways, type of construction, type, class or kind of occupancy, light or ventilation, means of egress and ingress, or other changes affecting or regulated by the Township of Ypsilanti building code, housing law or this ordinance, except for minor repairs or changes not involving any of the aforesaid features.

Comments: No further work, interior or exterior, may resume until applications for all required permits are submitted and approved by the building department. This includes building, plumbing, electrical and mechanical work.

PM-304.13.3. Boarded windows:

The owner of a structure may, for a maximum of 30 days, board up a window when the window glass is broken, cracked or missing. After 30 days has expired, the window glass must be replaced with glass or other similar material and the board up material removed.

Comments: The broken/missing window located on the north side of the building must be repaired/replaced and boards must be removed.



CHARTER TOWNSHIP OF YPSILANTI

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

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

(1) The storage on any property of building materials, unless there is in force a valid building permit issued by the township for construction upon such property and such materials are intended for use in connection with such construction or unless the storage of building materials is otherwise permitted as a principal or accessory use under township Ordinance No. 74 (Appendix A of this Code). Building materials shall include, but shall not be limited to, lumber, bricks, concrete or cinder blocks, plumbing materials, electrical wiring or equipment, heating ducts or equipment, shingles, mortar, concrete or cement, nails, screws, or any other materials used in constructing any structure.

(5) The existence of any partially completed structure, unless such structure is in the course of construction in accordance with a valid and subsisting building permit issued by the township and unless such construction is completed within the time specified by existing ordinances.

Comments: All dumpsters located upon the property must be removed pending approval and issuance of required building permits.

Section 2115.1:

An increase in the floor area up to 1,000 square feet or ten percent of the existing floor area, whichever is less, based on the cumulative total of the proposed expansion and any expansion within the last five years, as determined by the township community and economic development department.

The addition of the concrete patio has increased the floor area by an undetermined amount. Said expansion requires sketch plan review by the Township Planning Commission. Please provide this office with an updated floor plan, occupant load and parking calculations for review and consideration.

In addition, the concrete patio was installed without permit resulting in a Stop Work Order being posted on June 18, 2015. Permit #PZP15-0062 was subsequently issued and then expired without being completed or receiving final inspection approved.

Permit #PE15-0229 for electrical work related to outdoor lighting for the patio also expired without final inspection approval. Another Stop Work Order was posted on February 17, 2016 after additional electrical work was observed without a valid permit.

Comments: Submit all required plans, documents, information and permit applications.

CHARTER TOWNSHIP OF YPSILANTI

Section 2109.12 - Removal of abandoned, damaged, illegal or unsafe signs:

- (a) Abandoned signs: Abandoned signs shall be taken down and removed by the owner, agent or person having the beneficial use of the building or structure upon which said sign shall be found. All sign copy shall be removed within 30 days after the use to which the sign is accessory has terminated or been discontinued. The sign, including all component parts, shall be removed and the property restored as nearly as possible to its original condition within 180 days after the use has terminated or been discontinued.

Comments: Remove abandoned signs.

Section 2108.3f(iii):

The owner of landscaping required by this ordinance shall maintain the landscaping in a healthy, neat, and orderly appearance, free from refuse and debris. All unhealthy and dead plant material shall be replaced immediately or in the next appropriate planting period.

Comments: All landscaping shall be restored per the approved landscape plan.

If you have any questions or need clarification about the violations cited here please call the Ypsilanti Township Ordinance Department at (734) 485-4393.

Sincerely,

Alex Mamo
Chief Building Official

Joe Lawson
Planning Director

Ypsilanti Township Office of Community Standards

Property Maint.Enforcement | EN16-0070

Property Information

Data Label	1960 WHITTAKER RD	Subdivision:	South District
	YPSILANTI MI, 48197	Lot:	Block:

Name Information

Owner:	LOS ALAZANES LLC	Phone:	(734) 961 6644
Occupant:		Phone:	
Filer:		Phone:	

Date Filed:	01/11/2016	Date Closed:		Status:	Open	Category:	Property Maint.
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Complaint:

Last Action Date:		Last Inspection:	03/22/2016
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Last Action:

Administrative Inspection | Bill Elling

Status:	Completed	Result:	No Change
Scheduled:	03/22/2016	Completed:	03/22/2016

Administrative Inspection | Bill Elling

Status:	Completed	Result:	No Change
Scheduled:	03/08/2016	Completed:	03/08/2016

Comments:

NOV to be hand delivered Given to Martin at this address.

Administrative Inspection | Bill Elling

Status:	Completed	Result:	No Change
Scheduled:	02/24/2016	Completed:	02/24/2016

Comments:

BE was advised Martin was not yet at work, BE asked an employee to call and ask him when he would arrive. BE spoke with Martin who stated he would at the open store in 20 mins. Martin arrived ast 129PM and was given the NOV in person in the front parking lot.

Administrative Inspection | Bill Elling

Status:	Completed	Result:	No Change
Scheduled:	02/24/2016	Completed:	02/24/2016

Comments:

BE was advised Martin wouldd be in at 1PM, BE will return then

Initial Insp. Inspection | Bill Elling

Status:	Completed	Result:	Violation(s)
Scheduled:	02/23/2016	Completed:	02/23/2016

PUBLIC COMMENTS

CONSENT AGENDA

**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. The cost for the cameras would be \$3.80 per month, per parcel. Supervisor Stumbo stated that if the surveys indicate that the majority of residents did not want the cameras, the township would not move forward. She said that is what happened in the Parkwood/Hawthorne neighborhood and that is why the Township did not move forward with 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

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

1. STATEMENTS AND CHECKS FOR YEAR END MARCH 1, 2016 IN THE AMOUNT OF \$346,163.63

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 that the Township budgeted for this. She stated that Habitat plans to use the money to continue to accomplish in the Sugarbrook neighborhood what they had done in Gault Village and West Willow. Supervisor Stumbo said Habitat has purchased 4 houses in Sugarbrook and will begin to renovate them. She stated that Habitat will keep the Township updated with the project and its' progress. Supervisor Stumbo commented this program has been very good for neighborhood stabilization and that it continues to make a positive difference in the community.

- 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**

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

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.

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. He explained that when the Board approved to revoke

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

the Liquor License the approval was sent to Lansing. The Liquor Commission responded, stating the Township needed to go through the process as if the liquor license was an active license. Mr. Radzik explained that by holding a Public Hearing it would be a first step in the due process.

- 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.

- 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

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

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 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)

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

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).

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.

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

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.

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.

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

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.

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 1, 2016 REGULAR BOARD MEETING MINUTES
PAGE 5**

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><u>\$21,360.00</u></u>
Expenditures:	Non Recurring R & M Comm Ctr	230-751-000-931.021	\$21,360.00
			Net Expenditures <u><u>\$21,360.00</u></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><u>\$20,924.00</u></u>
Expenditures:	Capital Outlay/Vehicles	595-595-000-985.000	\$20,924.00
			Net Expenditures <u><u>\$20,924.00</u></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.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 15, 2016 WORK SESSION**

Supervisor Stumbo called the meeting to order at approximately 6:00 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, M. Martin

Members Absent: Trustee Jean Hall Currie, Trustee S. Martin

Legal Counsel: Wm. Douglas Winters

Supervisor Stumbo began with New Business Item #5.

NEW BUSINESS

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

Mark Nelson, 14B Court Magistrate explained Court Innovations, Inc. and moving to an online citation program for the court. He stated this program would involve individuals who had minor citations with the Sheriff Department to allow them to settle the citations online and would free up the court for other cases. Magistrate Nelson said this program would only deal with traffic violations. He stated there was a \$900.00 setup fee and a \$5.00 transaction fee. Treasurer Doe asked if other Municipalities were using this program. Magistrate Nelson said that 14A had been utilizing this program successfully for the past two years. Treasurer Doe questioned the cost per transaction and if the court would incur more cost. Magistrate Nelson said that they were raising ticket cost to the standard pricing of the area and doubted this program would lose money. He stated that if it turned that way the court would revert back to the way they are currently working. Magistrate Nelson stated that the public would benefit from this program.

AGENDA REVIEW

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-11-39-350-11, K-11-39-350-027, K-11-39-350-028 (PUBLIC HEARING SET A THE FEBRUARY 16, 2016 REGULAR MEETING)**

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 15, 2016 WORK SESSION MINUTES
PAGE 2**

Supervisor Stumbo stated the Public Hearing was for the creation of the Industrial Development District (IDD). She said it was expanded with more properties and it was brought forward because of the solar panel company coming to the Township. Joe Lawson, Planning Director stated the request for the creation of the IDD began with the solar panel company but it was decided to expand the district further for future development.

6. CONSENT AGENDA

A. MINUTES OF THE March 1, 2016 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR YEAR END 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

8. CLERK REPORT

Clerk Lovejoy Roe stated the March 8, 2016 Presidential Primary election had a huge turnout. She said there were 14,312 voters which was about 35% of the registered voters. She stated that this would be half of the turnout that we should expect in the November election. Clerk Lovejoy Roe added that she was checking on moving Precinct 19 to help alleviate the congestion at the Moose Lodge.

Clerk Lovejoy Roe stated the overseas ballots for the May election were required, by law, to go out by Saturday March 19, 2016 and her office was currently working to get that completed.

Clerk Lovejoy Roe stated that the EMU Basketball team would come in on April 8, 2016 to get their passports processed. She said the Township receives \$25.00 for each passport which goes in the General Fund.

Clerk Lovejoy Roe stated that she and Supervisor Stumbo attended the Urban County meeting. She reported the group agreed to support 2016 priority funding time to help build the platform for the Railroad Station in Depot town. Clerk Lovejoy Roe said that at the next meeting they were looking for funding approval for sheltered bus stops, additional funds for the Bud and Blossom Park, and for the Washtenaw Avenue Sidewalk Project; all located in Ypsilanti Township.

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 15, 2016 WORK SESSION MINUTES
PAGE 3**

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**

Jeff Allen, Residential Services Director stated that the proposal was for Stantec to change their drawings so the Township can prepare them along with what the DEQ required for the work at Tyler Dam. Mr. Allen stated it would be bid along with the YCUA project.

Supervisor Stumbo stated DEQ required the Township repair the Tyler Dam and that was why we were going through this process.

Clerk Lovejoy Roe stated the Township needs to find out if all the financial responsibility for repairing all the out falls should be the Townships. Jeff Allen said he would contact DEQ and get an answer to the question of financial liability for the outfalls.

- 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**

Michael Saranen, Hydro Operations explained that the Township had been out of contract with AT&T for some time and AT&T would not allow us to sign another contract. He said AT&T had offered a temporary contract for two years which would be a savings for the Township.

- 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**

Attorney Winters explained that the request was to change the use restrictions on the former owners of the property so the Township could move forward with the new owners in allowing a hotel to be built on the property adjacent to Buffalo Wild Wings.

Joe Lawson, Planning Director stated that he had a pre-application meeting scheduled for March 17, 2016 for a four story Fairfield Inn. He reported the developer was highly motivated and would like to get this project completed by the end of the year.

Supervisor Stumbo stated that she would like to thank Treasure Doe for his help with this project.

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 15, 2016 WORK SESSION MINUTES
PAGE 4**

Clerk Lovejoy Roe questioned if there would be a new private road. Mr. Lawson stated there will be no access from James L. Hart Drive. Clerk Lovejoy Roe questioned the street light assessment and whether it was between the two owners and not the responsibility of the Township. Mr. Lawson stated he believed it would be between the owners but would get clarification.

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

OLD BUSINESS

1. 2ND 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)

Joe Lawson, Planning Director explained there were no changes with the zoning code in the licensing ordinance from the 1st reading. The changes that were made were with expanding the designated parking spaces in the parking lot. Mr. Lawson said there were 3 licensed establishments currently in the Township and the ordinance would allow 5. Mr. Lawson stated that he and Michael Radzik, OCS Director talked with the owner of Encore Hookah Lounge after the 1st Reading. Mr. Lawson said that his recommendation for the closing time for these establishments would be 2:00 a.m. which was consistent with bars in the area. He stated the Ordinance still stated 12:00 p.m. as a closing time.

Trustee Eldridge questioned the parking allocation. Mr. Lawson stated that the requirement would be adequate. Trustee Eldridge asked if they would be required to have cameras. Mr. Lawson stated that with the licensing ordinance they would be required to have cameras. Trustee Eldridge questioned why violations were measured in a calendar year and not a cumulative 12 months.

Attorney Angela King explained that even a mechanical code violation would count as one violation and one additional violation in a year, would close a business down.

Clerk Lovejoy Roe stated that if this ordinance was in effect the businesses that we had trouble with would have been out of business.

Trustee M. Martin agreed with Trustee Eldridge regarding the 12 month cycle for determining the violations.

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 15, 2016 WORK SESSION MINUTES
PAGE 5**

Michael Radzik stated that the way he reads this ordinance was with one violation it was a suspension but depending on what the violation was it could close the business.

- 2. 2ND 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)**

Supervisor Stumbo stated that we could adjourn and continue the discussion in the Regular Board meeting.

The Board adjourned the work session meeting at approximately 6:55 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 15, 2016 REGULAR MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00p.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, Mike Martin

Members Absent: Trustee Jean Hall Currie, Trustee Scott Martin

Legal Counsel: Wm. Douglas Winters

3. PUBLIC HEARING

A. 7:00 PM – 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, 2016 REGULAR MEETING)

Supervisor Stumbo declared the Public Hearing open at 7:03 pm and asked if the petitioners were present.

Abraham Ali, Township Resident, stated he was bringing his business to Ypsilanti Township from Southfield. He said it would be located at 1879 W. Michigan Ave., Ypsilanti. Mr. Ali stated the business would manufacture solar equipment which would include assembly, marketing, and also other alternative energy products.

Supervisor Stumbo thanked Mr. Ali for bringing his business to the Township. Clerk Lovejoy Roe also thanked him and asked him about his solar panels. Trustee Eldridge said that Mr. Ali had excellent and complete plans when he came before the planning commission.

Michael Dark, Township Resident, lives in the area of the Industrial Development District and asked how this change would benefit him. Supervisor Stumbo explained if he sold his property for redevelopment it would allow the company who purchased it to apply for tax abatement.

Supervisor Stumbo closed the Public Hearing at 7:06pm.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the 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,

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 15, 2016 REGULAR BOARD MEETING MINUTES
PAGE 2**

K-11-39-350-009, K-11-39-350-010, K-11-39-350-11, K-11-39-350-027, K-11-39-350-028 (see attached).

The motion carried unanimously.

**4. AAATA UPDATE – DEBORAH FREER, COMMUNITY OUTREACH
COORDINATOR AT THE RIDE**

Ms. Freer explained the May 2016 service improvements. She stated this would be the largest expansion of bus service since 1979. Ms. Freer explained the routes and stated that this information can be found on line and on the community board at the Civic Center. (see attached)

Michael Dark, Township Resident, asked if there would be shelters at the bus stops. Ms. Freer explained that if there are 50 boarding's per day AAATA would build a shelter. Mr. Dark asked if there would be a bench for people to use at the stop by his home. Ms. Freer said she would look into it.

5. PUBLIC COMMENTS

Linda Mealing, Township Resident, thanked the Township for their help in getting benches and trash cans in West Willow.

Supervisor Stumbo explained that residents are walking in the neighborhood for exercise and that through Habitat we were able to get the benches and trash cans.

6. CONSENT AGENDA

A. MINUTES OF THE March 1, 2016 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR YEAR END 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

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Consent Agenda with the exception of the March 1, 2016 Work Session and Regular Meeting minutes which would be brought back to the Board next meeting.

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 15, 2016 REGULAR BOARD MEETING MINUTES
PAGE 3**

The motion carried unanimously.

7. SUPERVISORS REPORT (none given)

8. CLERKS REPORT (see attached)

9. TREASURERS REPORT (none given)

10. TRUSTEES REPORT (none given)

11. ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that he had continued to communicate with Fannie Mae about the houses they obtained through foreclosure how they must maintain these properties in accordance with the Townships building code. He said he had spoken to them about Habitat and how working with Habitat had helped with neighborhood stabilization. Attorney Winters stated that working with Fannie Mae would mean that before the houses go up for auction or before they go up for sale and are purchased by developers to flip or become rentals Fannie Mae would give the Township the first right to acquire these properties. In turn Habitat would be able to purchase these houses from the Township.

Attorney Winters stated that the Township was still waiting for a firm timeline from the new owners of Gault Village. He said that Gault Village will either be demolished or rehabilitated. Attorney Winters referenced Fresh Thyme Market where the bowling alley did not want to have the building torn down but once it was Fresh Thyme wanted the property.

OLD BUSINESS

- 1. 2ND 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)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the 2nd Reading of Resolution 2016-01, Proposed Ordinance 2016-456 Amending the Code of Ordinances Chapter 22 Entitled Businesses to Include Smoking Lounge Licensing and Regulation (see attached).

Shawn Sinawe, owner of Encore Hookah Lounge gave the Board a letter with figures indicating he will lose 57% per month of revenue if his business was required to close at 12:00 pm. Mr. Sinawe stated that he was a small business and

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 15, 2016 REGULAR BOARD MEETING MINUTES
PAGE 4**

would not be able to continue with the loss in revenue. Mr. Sinawe was requesting the Township to change the closing time for his business to 2:00 am. Mr. Sinawe questioned who would be monitoring these businesses. Supervisor Stumbo stated that we have an Ordinance Officer but the ordinance violations would be a Police matter.

Trustee M. Martin suggested a change in the number of allowed Lounges from five to three in the Ordinance. Attorney King stated that the Ordinance is based on an Ordinance from Canton, MI. She said she thought having designated a specific lower number could be a problem and she would not suggest lowering it. Attorney King explained the differences of Vapor Shops, Hookah Lounges, and selling Tobacco.

Joe Lawson, Planning Director stated that we have 3 licensed businesses in the Township that allow smoking.

Trustee Eldridge said to Mr. Sinawe that if all business owners were conducting business the way he was, this ordinance may not be needed. He also questioned why the suggestion was to close at 2:00 am instead of 12:00 pm. Joe Lawson, Planning Director said that after talking with Mr. Sinawe he and Mike Radzik, OCS Director decided to suggest the 2:00 am closing time.

Mike Radzik, OCS Director suggested that Division 2, Section 5a be reduced from 90 days to 60 days for current Smoking business to apply for licensing. He said Sec. 7 also stated that Township Officials had a legal right to enter and inspect a business at any time, but does not include Police Officers. He suggested changing this section to include Police Officers and that they could enter at any time the business was open.

The motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to amend the original with the following changes to the Ordinance:

- **Page 5, Section 5 (a) – Change 90 days to 45 days in both sentences in this paragraph.**
- **Page 6, Section 7 – Change the second sentence to read “During business hours of operation, the applicant shall allow authorized Township Representatives and the Washtenaw County Sheriff’s Office onto the property and into the proposed licensed premises to ensure compliance with this article:**
- **Page 7 and 8, Sections 12 (a) and (b) (2) – Change from 12-month to 24-month time period.**
- **Page 9, Section 16 – Change time in hours of operation from 1:00am to 2:00am**

The motion carried as follows:

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

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 15, 2016 REGULAR BOARD MEETING MINUTES
PAGE 5**

- 2. 2ND 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)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the 2nd 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 (see attached).

The motion carried as follows:

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

NEW BUSINESS

- 1. BUDGET AMENDMENT #5**

Clerk Lovejoy Roe provided a brief explanation regarding Budget Amendment #5

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Budget Amendment #5 (see attached).

The motion carried unanimously.

- 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**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the request of Jeff Allen, Residential Services Director for 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 (see attached).

The motion carried unanimously.

- 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**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to execute the Amendment to Building and Use Restrictions for Huron Center

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 15, 2016 REGULAR BOARD MEETING MINUTES
PAGE 6**

Commercial and Industrial Park and the Termination of Restrictive Covenant and authorize signing of both documents (see attached)

The motion carried unanimously.

4. REQUEST AUTHORIZATION TO APPROVE THE PRELIMINARY DEVELOPMENT AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI AND PWRW, LLC AND JMW, LLC FOR THE HURON CENTER AND INDUSTRIAL PARK AND AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Preliminary Development Agreement between The Charter Township of Ypsilanti and PWRW, LLC and JMW, LLC for the Huron Center and Industrial Park and authorize signing of the Agreement (see attached).

The motion carried unanimously.

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

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve 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 (see attached).

The motion carried unanimously.

6. 1ST READING OF RESOLUTION 2016-02, PROPOSED ORDINANCE 2016-457, AN ORDINANCE AMENDING THE CHARTER TOWNSHIP OF YPSILANTI ZONING CODE SIGN ORDINANCE NO. 74

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the 1st Reading of Resolution 2016-02, Proposed Ordinance 2016-457, an Ordinance Amending the Charter Township of Ypsilanti Zoning Code Sign Ordinance No. 74 (see attached)

The motion carried as follows:

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

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 15, 2016 REGULAR BOARD MEETING MINUTES
PAGE 7**

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

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

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 8:43 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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

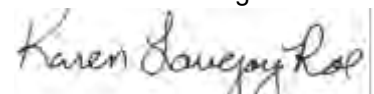
Whereas, the Charter Township of Ypsilanti Board of Trustees deems it to be in the public interest of the Charter Township of Ypsilanti to establish the Industrial Development District as proposed.

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2016-12 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 15, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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

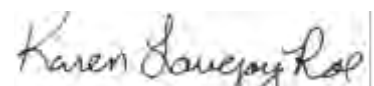
Whereas, establishing reasonable and uniform smoking lounge licensing requirements and regulations for the operation of such businesses is in the interest of public health and safety; and

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2016-01 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 15, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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 45 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 45 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 business hours of operation, the applicant shall allow authorized Township representatives and the Washtenaw County Sheriff's Office onto the property and into the proposed licensed premises to ensure compliance with this article. 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 24-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 24-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 2:00 a.m. and 8:00 a.m. on any day. No one shall be allowed on the premises except employees after 2:00 a.m. Only a minimum of three employees shall remain on the premises after 2:00 a.m. 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.

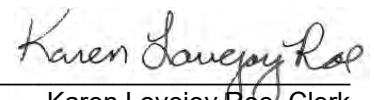
Publication

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2015-456 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on March 15, 2016 after first being introduced at a Regular Meeting held on February 16, 2016. The motion to approve was made by member Roe and seconded by member Doe. Yes: Mike Martin, Eldridge, Stumbo, Roe, Doe. ABSENT: Currie, S. Martin NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: Thursday March 24, 2016

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

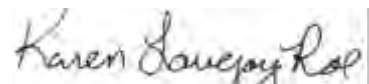
Whereas, zoning ordinance 2016-462 (1): defines what the term “smoking lounge” means; (2) establishes the zoning district and minimum distances between “smoking lounges” ; and

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2016-09 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 15, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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.

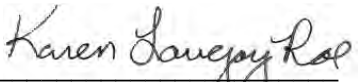
Publication

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2015-462 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on March 15, 2016 after first being introduced at a Regular Meeting held on February 16, 2016. The motion to approve was made by member Roe and seconded by member Doe. Yes: Mike Martin, Eldridge, Stumbo, Roe, Doe
ABSENT: Currie, Scott Martin NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**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.



**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.

Brenda L. Stumbo, Supervisor
Print Name and Title 3-16-16

MARK D. PASCOE, SR. Assoc.
Print Name and Title

Per: Brenda L. Stumbo
3-16-16

Per: [Signature]

Karen Lovejoy Roe, Clerk
Print Name and Title 3-16-16

Print Name and Title

Per: [Signature]

Per: _____

**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: March 16, 2016.

CHARTER TOWNSHIP OF YPSILANTI

By: Brenda L. Stumbo
Brenda Stumbo, Supervisor

And By: Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk

STATE OF MICHIGAN)
) ss:
COUNTY OF Washtenaw)

The foregoing instrument was acknowledged before me this March 16, 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.

Lisa R. Garrett Lisa R. Garrett

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

Notary public, State of Michigan, County of Washtenaw
My commission expires 2-25-17
Acting in the County of Washtenaw

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: March 16, 2016.

CHARTER TOWNSHIP OF YPSILANTI

By: Brenda L. Stumbo
Brenda Stumbo, Supervisor

And By: Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk

STATE OF MICHIGAN)
) ss:
COUNTY OF Washtenaw)

The foregoing instrument was acknowledged before me this March 16, 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.

Lisa R. Garrett Lisa R. Garrett

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

Notary public, State of Michigan, County of Washtenaw
My commission expires 2-25-17
Acting in the County of Washtenaw

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 H. Stumbo
Brenda Stumbo, Supervisor

And By: Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk
Date: March 16, 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 24th 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.

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: *[Signature]* _____

Printed Name: _____

Printed Name: *Branda L. Stumbo / Karla Lovejoy Roe*

Title: _____

Title: *Supervisor / Clerk*

Date: _____

Date: *March 11, 2014*

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.

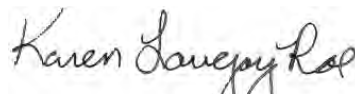
Publication

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2016-457 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on March 15, 2016. The second reading is scheduled to be heard on April 19, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti



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

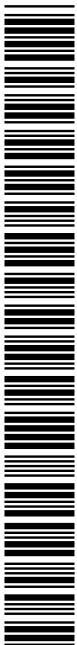
Total Pages: 6
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

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: mast@att.com
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: <i>Brenda Stumbo</i> Printed or Typed Name: Brenda Stumbo Title: Township Supervisor Date: <i>March 16, 2014</i>	By: <i>Karen Lovejoy Roe</i> Printed or Typed Name: Karen Lovejoy Roe Title: Clerk 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
---------	------------------

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	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/in/index.html
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/mu/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, Part 15, Section 3	http://cpr.att.com/guidebook/wg/index.html

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 [#] per Service Component
All Service Components	50%	Until the end of the Pricing Schedule Term
[#] the minimum period for which Customer is required to pay recurring charges for the applicable Service component and is subject to early termination liability		

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

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.)

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

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

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

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

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

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&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

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



Charter Township of Ypsilanti

**Accounting
Department**

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

STATEMENTS AND CHECKS

APRIL 5, 2016 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$ 1,082,137.34
HAND CHECKS -	<u>\$ 197,255.88</u>
GRAND TOTAL -	\$ 1,279,421.22

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
03/11/2016	AP	171419	0118	DTE ENERGY	25,147.85
03/14/2016	AP	171420	0363	COMCAST CABLE	494.55
03/14/2016	AP	171421	0363	COMCAST CABLE	104.85
03/14/2016	AP	171422	0363	COMCAST CABLE	104.85
03/14/2016	AP	171423	0363	COMCAST CABLE	104.85
03/14/2016	AP	171424	2600	STATE OF MICHIGAN	200.00
03/14/2016	AP	171425	6395	UNITED STATES TREASURY	100.19
03/14/2016	AP	171426	1475	VERIZON WIRELESS	101.10
03/14/2016	AP	171427	1475	VERIZON WIRELESS	71.03
03/14/2016	AP	171428	15934	WASTE MANAGEMENT	216.70
03/14/2016	AP	171429	15934	WASTE MANAGEMENT	1,018.25
03/14/2016	AP	171430	15934	WASTE MANAGEMENT	654.62
03/14/2016	AP	171431	15934	WASTE MANAGEMENT	94,430.26
03/14/2016	AP	171432	15934	WASTE MANAGEMENT	1,381.67
03/14/2016	AP	171433	15934	WASTE MANAGEMENT	32,008.28
03/14/2016	AP	171434	15934	WASTE MANAGEMENT	28,380.30
03/14/2016	AP	171435	15934	WASTE MANAGEMENT	350.00
03/14/2016	AP	171436	0480	YPSILANTI COMMUNITY	146.83
03/16/2016	AP	171437	A.MUNOZ	ALBERTO MUNOZ	55.50
03/16/2016	AP	171438	A.KAPLAN	ANDREA KAPLAN	55.50
03/16/2016	AP	171439	9660	ANDREW BURMEISTER	55.50
03/16/2016	AP	171440	A.SCHAFFER	ANDREW SCHAFFER	14.00
03/16/2016	AP	171441	B.HSIEH	BEESHA HSIEH	14.00
03/16/2016	AP	171442	C.JACOB	CAROLINE JACOB	14.00
03/16/2016	AP	171443	C.PARSON	CHESTER PARSON	14.00
03/16/2016	AP	171444	D. KUHN	DANIEL KUHN	14.00
03/16/2016	AP	171445	D.BROWN	DOMINIQUE BROWN	14.00
03/16/2016	AP	171446	D.JURADO	DORI JURADO	14.00
03/16/2016	AP	171447	E.CADDELL	ELANA CADDELL	14.00
03/16/2016	AP	171448	E. KISSEL	ERIN KISSELL	14.00
03/16/2016	AP	171449	E.HAYES	EVAN HAYES	14.00
03/16/2016	AP	171450	G.BLAKE MOR	GARY BLAKEMORE	14.00
03/16/2016	AP	171451	T.TRUITT	JADE TRUITT	14.00
03/16/2016	AP	171452	J.KOCK	JAKOB KOCK	14.00 V
03/16/2016	AP	171453	J.SCHRADER	JENNIFER SCHRADER	14.00
03/16/2016	AP	171454	13052	JESSIE ITTIARA	55.50
03/16/2016	AP	171455	13359	JON ERMILER	14.00
03/16/2016	AP	171456	J.FIRN	JOSEPH FIRN	55.50
03/16/2016	AP	171457	K.DORNBOS	KAREN DORNBOS	55.50
03/16/2016	AP	171458	L.MILLBEN	LATONYA MILLBEN	14.00
03/16/2016	AP	171459	L.LANDRUM	LYNN LANDRUM	55.50
03/16/2016	AP	171460	N. JAGGERS	NELLIE JAGGERS	14.00
03/16/2016	AP	171461	N.BLACKBUR	NICOLE BLACKBURN	14.00
03/16/2016	AP	171462	P.SUTTON	PAULA SUTTON	14.00
03/16/2016	AP	171463	R.BUTLER	RONALD BUTLER	14.00
03/16/2016	AP	171464	S.GAGNON	STEVEN GAGNON	14.00
03/16/2016	AP	171465	T.VERCRUYS	TERESA VERCRUYSSE	14.00
03/16/2016	AP	171466	T.PHILLIPS	TIFFANY PHILLIPS	14.00
03/16/2016	AP	171467	12961	TODD CALLIES	14.00
03/16/2016	AP	171468	T.BRILEY	TONI BRILEY	14.00
03/16/2016	AP	171469	J. KOCH	JAKOB KOCH	14.00 V
03/16/2016	AP	171470	J. KOCH	JAKOB KOCH	14.00
03/18/2016	AP	171471	0338	POSTMASTER	422.68
03/22/2016	AP	171472	6821	AT & T	3,426.13
03/22/2016	AP	171473	0363	COMCAST CABLE	4,461.00
03/22/2016	AP	171474	0363	COMCAST CABLE	266.50
03/22/2016	AP	171475	0363	COMCAST CABLE	98.07
03/22/2016	AP	171476	0363	COMCAST CABLE	144.85
03/22/2016	AP	171478	0426	GUARDIAN ALARM	120.00
03/22/2016	AP	171479	16486	PAETEC	550.68
03/22/2016	AP	171480	1475	VERIZON WIRELESS	1,298.85
03/22/2016	AP	171481	15421	WEX BANK	712.44

AP TOTALS:

Total of 62 Checks:	197,283.88
Less 2 Void Checks:	28.00
Total of 60 Disbursements:	197,255.88

User: mharris

CHECK NUMBERS 171482 - 171599

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
04/05/2016	AP	171482	2937	A & R TOTAL CONSTRUCTION, INC.	891.66
04/05/2016	AP	171483	6858	ABBEY DOOR	180.00
04/05/2016	AP	171484	11339	ACCUSHRED LLC	65.00
04/05/2016	AP	171485	0468	ACUSHNET COMPANY	7,215.71
04/05/2016	AP	171486	15493	ADAM KURTINAITIS	2,450.00
04/05/2016	AP	171487	15373	ADVANCE PRINT & GRAPHICS	159.39
04/05/2016	AP	171488	2984	AHEAD	1,486.38
04/05/2016	AP	171489	A MCCOLLUM	ANDREW MCCOLLUM	60.00
04/05/2016	AP	171490	1464	ANN ARBOR AREA TRANSPORTATION AUTH.	580.00
04/05/2016	AP	171491	0017	ANN ARBOR CLEANING SUPPLY	1,412.84
04/05/2016	AP	171492	0034	ASSOCIATED FENCE	650.00
04/05/2016	AP	171493	0215	AUTO VALUE YPSILANTI	313.49
04/05/2016	AP	171494	AC LLC	AUTOMATED CONFIRMATIONS, LLC	33.25
04/05/2016	AP	171495	BADER	BADER & SONS CO.	194.70
04/05/2016	AP	171496	6397	BARR ENGINEERING COMPANY	1,320.00
04/05/2016	AP	171497	B. SHARP	BRIANNA SHARP	100.00
04/05/2016	AP	171498	16209	BRIDGESTONE GOLF INC	1,246.52
04/05/2016	AP	171499	6959	BUTZEL LONG	5,922.00
04/05/2016	AP	171500	1094	C & G GRINDING	275.00
04/05/2016	AP	171501	4833	CALLAWAY GOLF SALES COMPANY	2,759.50
04/05/2016	AP	171502	C. CLAYTON	CHRISTINA CLAYTON	100.00
04/05/2016	AP	171503	2276	CINCINNATI TIME SYSTEMS	640.20
04/05/2016	AP	171504	C. TAYLOR	CLARENCE TAYLOR III	90.00
04/05/2016	AP	171505	0102	COLMAN-WOLF SANITARY SUPPLY CO	135.79
04/05/2016	AP	171506	0582	CONGDON'S	90.20
04/05/2016	AP	171507	COSTUMEDIS	COSTUME DISCOUNTERS	106.35
04/05/2016	AP	171508	DLN	DETROIT LEGAL NEWS	222.00
04/05/2016	AP	171509	DRC	DISPUTE RESOLUTION CENTER	1,250.00
04/05/2016	AP	171510	16449	DYNAMIC BRANDS	541.16
04/05/2016	AP	171511	4706	ED'S GARAGE	476.00
04/05/2016	AP	171512	15987	EDGAR RAINEY	30.00
04/05/2016	AP	171513	6515	EMERGENCY MEDICAL PRODUCTS	590.85
04/05/2016	AP	171514	EPOCH	EPOCH EYEWEAR	204.97
04/05/2016	AP	171515	15761	FASTENAL	213.98
04/05/2016	AP	171516	15761	FASTENAL	220.77
04/05/2016	AP	171517	1200	FEDERAL EXPRESS CORPORATION	70.88
04/05/2016	AP	171518	15897	GARY STAFFORD	195.00
04/05/2016	AP	171519	1233	GORDON FOOD SERVICE INC.	1,460.31
04/05/2016	AP	171520	15522	GORNO FORD	20,735.00
04/05/2016	AP	171521	0107	GRAINGER	446.66
04/05/2016	AP	171522	G.CRUMP	GREGORY CRUMP	60.00
04/05/2016	AP	171523	6414	GRIFFIN PEST SOLUTIONS	93.00
04/05/2016	AP	171524	6786	HERITAGE-CRYSTAL CLEAN, LLC	228.75
04/05/2016	AP	171525	0503	HOME DEPOT	365.05
04/05/2016	AP	171526	3988	HURON SIGNS	12,084.00
04/05/2016	AP	171527	8119	ICLE	121.50
04/05/2016	AP	171528	IPT	IPT BY BIDNET	438.47
04/05/2016	AP	171529	J. MYERS	JILL MYERS	100.00
04/05/2016	AP	171530	6357	JUMP-A-RAMA	828.10
04/05/2016	AP	171531	6280	KAREN LOVEJOY ROE	102.61
04/05/2016	AP	171532	LLS	LANGUAGE LINE SERVICES	23.25
04/05/2016	AP	171533	LIGHT UP	LIGHT UP DISTRIBUTION, INC	44.50
04/05/2016	AP	171534	0191	LIGHTING SUPPLY COMPANY	244.37
04/05/2016	AP	171535	16137	LISA GARRETT	1,790.25
04/05/2016	AP	171536	6467	LOWE'S	76.29
04/05/2016	AP	171537	L. POPESCU	LUCIAN POPESCU	75.00
04/05/2016	AP	171538	0158	MARK HAMILTON	1,500.00
04/05/2016	AP	171539	MARXMODA	MARXMODA	853.78
04/05/2016	AP	171540	0253	MCLAIN AND WINTERS	9,775.00
04/05/2016	AP	171541	6043	MEADOWBROOK, INC.	55.00
04/05/2016	AP	171542	15423	MESSENGER PRINTING	1,598.00
04/05/2016	AP	171543	16001	MICHAEL MEYER	50.00
04/05/2016	AP	171544	1485	MICHIGAN CAT	789.84
04/05/2016	AP	171545	11276	MICHIGAN DEPT. OF AGRICULTURE	145.00
04/05/2016	AP	171546	16461	MICHIGAN LINEN SERVICE, INC.	2,710.34
04/05/2016	AP	171547	16407	MLIVE MEDIA GROUP	318.00
04/05/2016	AP	171548	2986	NAPA AUTO PARTS*	253.36
04/05/2016	AP	171549	NETWFLEET	NETWORKFLEET, INC	530.60
04/05/2016	AP	171550	1937	OFFICE DEPOT	479.11
04/05/2016	AP	171551	2997	OFFICE EXPRESS	1,421.70
04/05/2016	AP	171552	1081	OKINAWAN KARATE CLUB	632.80
04/05/2016	AP	171553	0309	ORCHARD, HILTZ & MCCLIMENT INC	25,462.25
04/05/2016	AP	171554	PEPSI	PEPSI BEVERAGES COMPANY	456.00
04/05/2016	AP	171555	P. POWER	PETER POWER	2,310.00
04/05/2016	AP	171556	2966	PITNEY BOWES	1,482.39
04/05/2016	AP	171557	PREFERRED	PREFERRED TONER SOLUTIONS	139.95
04/05/2016	AP	171558	0722	PRINTING SYSTEMS	449.57
04/05/2016	AP	171559	15210	PSYBUS	600.00

User: mharris

CHECK NUMBERS 171482 - 171599

DB: Ypsilanti-Twp

Check Date	Bank	Check	Vendor	Vendor Name	Amount
04/05/2016	AP	171560	R. REEVES	REGINALD REEVES	60.00
04/05/2016	AP	171561	1637	RESIDEX, LLC	792.20
04/05/2016	AP	171562	15772	S & S PARTS	310.50
04/05/2016	AP	171563	15419	SERVICE ELECTRIC	12.50
04/05/2016	AP	171564	0395	SHRADER TIRE & OIL	2,179.95
04/05/2016	AP	171565	6288	SIGNS BY TOMORROW	111.00
04/05/2016	AP	171566	SITEONE	SITEONE LANDSCAPE SUPPLY, LLC	44.58
04/05/2016	AP	171567	15751	SOUTHERN COMPUTER WAREHOUSE	273.71
04/05/2016	AP	171568	1507	SPARTAN DISTRIBUTORS	31.86
04/05/2016	AP	171569	SJMH	ST. JOSEPH MERCY HOSPITAL	80.00
04/05/2016	AP	171570	6889	STANLEY STEEMER	195.00
04/05/2016	AP	171571	STANTEC	STANTEC	4,450.75
04/05/2016	AP	171572	6384	STAPLES* - ACCOUNT #1026071	352.99
04/05/2016	AP	171573	6442	STATE OF MICHIGAN	200.00
04/05/2016	AP	171574	0910	SUPERIOR TOWNSHIP UTILITY DEPT	35.38
04/05/2016	AP	171575	0449	SYSCO FOOD SERVICES OF DETROIT	245.85
04/05/2016	AP	171576	1227	TARGET INFORMATION	256.45
04/05/2016	AP	171577	15410	TERRACE PARK CONDOS	100.00
04/05/2016	AP	171578	T. FOOTE	THERESE ANN FOOTE	342.30
04/05/2016	AP	171579	15941	TODD BARBER	3,125.00
04/05/2016	AP	171580	4779	U.S. BANK, N.A.	198,120.00
04/05/2016	AP	171581	3082	UNIVERSITY TRANSLATORS	844.25
04/05/2016	AP	171582	VA	VANTAGE APPAREL	2,430.63
04/05/2016	AP	171583	6633	VERMONT SYSTEMS, INC	455.00
04/05/2016	AP	171584	6627	VICTORY LANE	99.73
04/05/2016	AP	171585	16302	W.J. O'NEIL COMPANY	977.33
04/05/2016	AP	171586	16425	WASHTENAW COUNTY LEGAL NEWS	250.00
04/05/2016	AP	171587	0163	WASHTENAW COUNTY ROAD COMMISSION	134.08
04/05/2016	AP	171588	0444	WASHTENAW COUNTY TREASURER#	1,760.00
04/05/2016	AP	171589	0444	WASHTENAW COUNTY TREASURER#	2,143.93
04/05/2016	AP	171590	0444	WASHTENAW COUNTY TREASURER#	25,558.50
04/05/2016	AP	171591	0444	WASHTENAW COUNTY TREASURER#	457,067.92
04/05/2016	AP	171592	0444	WASHTENAW COUNTY TREASURER#	252,869.63
04/05/2016	AP	171593	WASHTENAW	WASHTENAW URGENT CARE	750.00
04/05/2016	AP	171594	0388	WESTLAND FIRE EXTINGUISHER INC	21.00
04/05/2016	AP	171595	WOLVERINE	WOLVERINE CRANE	140.00
04/05/2016	AP	171596	4263	WOLVERINE FREIGHTLINER	133.74
04/05/2016	AP	171597	0480	YPSILANTI COMMUNITY	615.00
04/05/2016	AP	171598	0729	ZEP MANUFACTURING COMPANY	356.02
04/05/2016	AP	171599	ZERO	ZERO FRICTION	387.17

AP TOTALS:

Total of 118 Checks:

1,082,137.34

Less 0 Void Checks:

0.00

Total of 118 Disbursements:

1,082,137.34

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #6**

April 5, 2016

101 - GENERAL OPERATIONS FUND

Total Increase \$61,990.00

Increase budget for Wages -Back Fill Temp for the parks and maintenance department. We have had a full time employee out on workers compensation on and off over a period of 3 years. This has made it necessary to use more temporary help to cover the maintenance of our parks continuing on into 2016.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$50,000.00
		Net Revenues	<u><u>\$50,000.00</u></u>
Expenditures:	Wages - Back Fill Temp	101-774-000-707.050	\$50,000.00
	FICA	101-774-000-715.000	\$725.00
	Deferred Compensation	101-774-000-723.000	\$650.00
		Net Expenditures	<u><u>\$51,375.00</u></u>

Increase budget for the purchase of the new fire truck by \$10,615. The prepay for the fire truck was not made in 2014 and has been added to the final invoice. There was also additional for the graphic decaling on the fire truck. The new fire truck will be delivered this April. The Fire Department will be making annual payments back to the General Fund of \$59,521.50 over a 10 year period. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$10,615.00
		Net Revenues	<u><u>\$10,615.00</u></u>
Expenditures:	Capital Outlay - Fire Truck	101-970-000-975.206	\$10,615.00
		Net Expenditures	<u><u>\$10,615.00</u></u>

206 - FIRE FUND

Total Increase \$16,799.00

Budget Fire Department's 10% grant matching amount of \$16,799 for a FEMA Grant in the amount of \$167,794. This will be for 27 Self Contained Breathing Apparatus' (SCBA) at a grand total of \$184,573. The administration of the grant will flow through Van Buren Township Fire Department. This will be funded by an Appropriation of Prior Years Fund Balance.

Revenues:	Prior Year Appropriation	206-000-000-699.000	\$16,799.00
		Net Revenues	<u><u>\$16,799.00</u></u>
Expenditures:	Cap Outlay - Fire Equip FED Grant	206-970-000-979.005	\$16,799.00
		Net Expenditures	<u><u>\$16,799.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #6**

April 5, 2016

212 - BIKE, SIDEWALK, RECREATION, ROADS, & GENERAL FUND	Total Increase	<u>\$36,500.00</u>
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Increase budget by \$2,500 for the final inspection and "as Built" by OHM for the Lakeside Park Boathouse. This final work went into 2016 due to the weather. The grant project is now complete. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	212-000-000-699.000	\$2,500.00
		Net Revenues	<u>\$2,500.00</u>

Expenditures:	Lakeside Park Grant Project	212-970-000-974.037	\$2,500.00
		Net Expenditures	<u>\$2,500.00</u>

Increase budget by \$34,000 for the Grant with Michigan State Recreation & Parks for the Building Health Communities. This program awards \$24,000 for park improvements and \$10,000 for program implementation for the Walk with Ease and Come Out and Play programs. This will be funded by a grant from the State.

Revenues:	MI State Grant - Rec/Parks	212-000-000-569.026	\$34,000.00
		Net Revenues	<u>\$34,000.00</u>

Expenditures:	Park Improvements	212-970-000-975.795	\$34,000.00
		Net Expenditures	<u>\$34,000.00</u>

226 - ENVIRONMENTAL SERVICES FUND	Total Increase	<u>\$110,000.00</u>
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Increase budget by \$110,000 for the purchase of a new chipping truck to replace the old 1999 truck that is no longer road worthy. The replacement of the chipping truck was on the Capital Improvement Plan for 2014. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Appropriation	226-000-000-699.000	\$110,000.00
		Net Revenues	<u>\$110,000.00</u>

Expenditures:	Capital Outlay/Vehicles	226-226-000-985.000	\$110,000.00
		Net Expenditures	<u>\$110,000.00</u>

Motion to Amend the 2016 Budget (#6):

Move to increase the General Fund budget by \$61,990 to \$8,859,968 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$16,799 to \$5,251,478 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Roads & General Fund budget by \$36,500 to \$1,563,236 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$110,000 to \$2,712,276 and approve the department line item changes as outlined.

Charter Township of Ypsilanti

Resolution No. 2016-13

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

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

WHEREAS, the Charter Township of Ypsilanti recently adopted Ordinance 2016-456 regulating smoking lounges that requires a business license; and

WHEREAS, the business license application process requires a background investigation of the applicant, verification of regulatory and zoning requirements, and code inspections of the proposed physical location; and

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

Smoking Lounge Business License

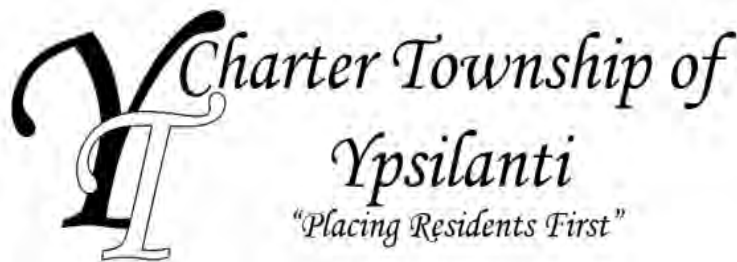
- License Application Fee: \$200 (background investigation)
- Planner Fee: \$90/hr with two-hour minimum deposit for zoning verification to include parking calculations, setback verifications, etc.
- Building Inspection Fee: \$50
- Fire Safety Inspection Fee: \$50

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

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

BE IT FURTHER RESOLVED that the fees and hourly rates contained in this resolution to amend the existing fee schedule for Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department shall become effective on April 12, 2016.

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

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Michael Saranen, Hydro Operator/Manager

DATE: March 29, 2016

RE: Request Approval for Township Supervisor and Clerk to sign an Internal Use Contract for Renewable Energy Credits (RECs).

I am requesting the Board to authorize the Supervisor and Clerk to sign the attached contract for internal transfer of RECs. The agreement authorizes DTE Electric to transfer the RECs from the Hydro Station account into a Twp. sub-account.

In 2014, the Board adopted the Renewable Energy Strategy (RES) to help our environment by reducing the carbon footprint that is created from using electricity within the Twp. buildings.

The Twp. Hydro Station generates renewable electricity harnessed from the Huron River. That renewable energy is tracked by the creation of Renewable Energy Credits (RECs) and managed by DTE Electric.

By applying the Hydro RECs to the Twp. buildings, this will reduce the carbon footprint since the renewable attribute can be linked to the Twp.'s Hydro Station.

For 2015: 100% of the electricity used by the listed Buildings can be tagged as renewable.

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

Approximately 1,905,992 lbs. of CO² were avoided by the Twp. as they can apply 1,085 Hydro Station RECS and tag those RECs to the listed buildings for calendar year 2015.

If there any questions please contact me, I plan on attending the Board Meeting.

2015

* 1614.38
lbs of CO2 per MW
avoided

			KW	RECs	
-	Civic Center	7200 S Huron River Dr	284,000	284	458,483.92
-	14-B Court	7200 S Huron River Dr.	164,000	164	264,758.32
-	Law Enforcement Center	1501 S Huron River Dr.	135,920	136	219,426.53
-	Holmes Road Station	1405 Holmes Rd.	29,522	30	47,659.73
-	Community Center	2025 E Clark Rd.	248,880	249	401,786.89
-	Green Oaks Golf Course	1701 E CLARK RD	40,000	40	64,575.20
-	Green Oaks Golf Course	1749 E CLARK RD	37,220	38	60,087.22
-	Green Oaks Golf Course	1775 E Clark Rd	22,655	23	36,573.78
-	Fire Station #1	222 S Ford Blvd.	112,000	112	180,810.56
-	Fire Station #3	20 S HEWITT	27,146	28	43,823.96
-	Fire Station #4	8869 TEXTILE	52,760	53	85,174.69
-	Compost Site	2606 E CLARK Rd.	5,246	6	8,469.04
-	Compost Site	2776 E Clark Rd.	9,872	10	15,937.16
-	Civic Center Garage	7210 S Huron River Dr.	11,413	12	18,424.92
			1,180,634	1,185	1,905,992

*from EPA- eGRID 9th edition Version 1.0 Year 2010 GHG Annual Output Emission Rates

RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE AGREEMENT (“Agreement”)

Buyer:	Charter Township of Ypsilanti	Address: 7200 S. Huron River Dr. Ypsilanti MI, 48197
Buyer Contact :	Contact Name: Brenda Stumbo	Contact Telephone Number: 734-481-0617 Contact Fax Number: 734-484-0002 Contact E-mail:
Seller:	Charter Township of Ypsilanti Ford Lake Hydroelectric Station	Address: 7200 S. Huron River Dr. Ypsilanti, MI 48197
Seller Contact:	Contact Name: Michael Saranen	Contact Telephone Number: 734-544-3690 Contact Fax Number: 734-544-3626 Contact E-mail: msarane@ytown.org
Transaction Date:	[REDACTED]	
Product:	Michigan RECs/IRECs	
Vintage:	09/2014 to 05/2015	
Quantity:	1,185	
Purchase Price:	Seller shall sell to Buyer, and Buyer shall purchase from Seller, the RECs for the purchase price set forth below. \$0.00 per REC for each delivered REC	
Transfer of RECs:	Seller shall transfer to Buyer via MiREC a 1,185 RECs/IRECs on or before March 15, 2016.	
Payment:	<p>Seller shall invoice Buyer for payment not later than three (3) business days after transfer of RECs to Buyer. Payment by Buyer to Seller shall be due five (5) business days after transfer of RECs. All funds to be paid to Seller shall be rendered in the form of immediately available funds (U.S. Dollars) by check or in such other form as agreed to by the parties. If either party fails to remit any amount payable by it when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published by in <i>The Wall Street Journal</i> plus two percent (2%) from the date payment is due to the date of payment.</p> <p>Seller’s Payment Instructions:</p> <p style="padding-left: 40px;">Make check payable to: Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197</p>	
General Terms and Conditions:	<p><u>Representations and Warranties of Seller.</u> Seller represents and warrants to Buyer that (i) each REC meets the specifications set forth in this Agreement; (ii) Seller has good and marketable title to the RECs; (iii) all right, title and interest in and to the RECs are free and clear of any liens, taxes, claims, security interests, or other encumbrances; and (iv) Seller has not made any claims that the energy associated with the RECs is renewable energy. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.</p> <p><u>Event of Default.</u> For purposes of this Agreement, a party shall be in default (each of the following, an “Event of Default”): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within seven (7) business days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made and such party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within seven (7) business days of written notice from the other party; or (iv) if a Party makes an assignment or any general arrangement for the benefit of its creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it, and such petition is not dismissed within sixty (60); or otherwise becomes bankrupt or insolvent (however evidenced).</p> <p><u>Remedies upon Default.</u> If either Party is in default, the non-defaulting party may select any or all of the following</p>	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

responsible for its own expenses and those of its legal counsel or other representatives. The parties agree that any determination of the arbitrator shall be final and binding and that judgment on the award in arbitration may be entered in any court of competent jurisdiction.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.

Forward Contract. This Agreement constitutes a “forward contract” and each party represents and warrants that it is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

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

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

RECS	Sep-14	MIRECS-REC-119-MI-09-2014-24993-464 to 517	54
IREC	Sep-14	MIRECS-IREC-119-MI-09-2014-24994-41 to 49	9
RECS	Oct-14	MIRECS-REC-119-MI-10-2014-25241-401 to 499	99
IREC	Oct-14	MIRECS-IREC-119-MI-10-2014-25242-43 to 52	10
RECS	Nov-14	MIRECS-REC-119-MI-11-2014-25955-472 to 588	117
IREC	Nov-14	MIRECS-IREC-119-MI-11-2014-25956-41 to 49	9
RECS	Dec-14	MIRECS-REC-119-MI-12-2014-26764-674 to 841	168
IREC	Dec-14	MIRECS-IREC-119-MI-12-2014-26765-64 to 78	15
RECS	Jan-15	MIRECS-REC-119-MI-01-2015-26974-560 to 698	139
IREC	Jan-15	MIRECS-IREC-119-MI-01-2015-26975-49 to 59	11
RECS	Feb-15	MIRECS-REC-119-MI-02-2015-27999-333 to 415	83
IREC	Feb-15	MIRECS-IREC-119-MI-02-2015-28000-32 to 38	7
RECS	Mar-15	MIRECS-REC-119-MI-03-2015-28890-867 to 1082	216
IREC	Mar-15	MIRECS-IREC-119-MI-03-2015-28891-83 to 102	20
RECS	Apr-15	MIRECS-REC-119-MI-04-2015-29101-728 to 908	181
IREC	Apr-15	MIRECS-IREC-119-MI-04-2015-29102-69 to 85	17
RECS	May-15	MIRECS-REC-119-MI-05-2015-29400-548 to 683	30
TOTAL:			1,185
Price per REC/IREC			\$0
Total Purchase price			\$0



MAR 11 2016

**Building Healthy Communities (BHC) 2016 Ypsilanti Township
Partnership Agreement**

This Partnership Agreement (Agreement) by and between the Michigan Recreation and Park Association (mParks) and Ypsilanti Township Parks & Recreation (Partner) for the period from March 1, 2016 to September 30, 2016. The project scope is outlined in Attachment A.

Program Components:

In addition to the components identified in Attachment A, Partner agrees to:

- Send appropriate representatives to training/update meetings as scheduled by mParks. When necessary, video conferencing may be available.
- Utilize the COAP curriculum and evaluation provided by mParks. Any exceptions must be approved by mParks.
 - \$500 will be allocated to cover materials (facilitators manual, activity logs) and supplies (pedometers, play equipment). See Attachment B.
- Conduct pre and post fitness level evaluation on all COAP participants with tools provided by mParks. Any exceptions must be approved by mParks.
- Utilize the Walk with Ease (WWE) curriculum and evaluation provided by Arthritis Foundation.
 - Training, materials (guidebook, pedometers) and registration fees in Attachment C are covered directly by mParks.
- Conduct pre and post fitness level evaluation on all WWE participants with tools provided by mParks. Any exceptions must be approved by mParks.
- Implement the SOPARC evaluation tool (pre and post) between May 2016 and August 2016. Materials, supplies and staffing costs will be provided by mParks.
- Survey neighborhood members within ½ mile radius for input about safety, ease of use, types of improvements/enhancements to install to increase use of park.
- Participate in the development of a "How to Make Parks Tobacco Free" guide for county and local parks staff.
- Conduct key informant interviews with key staff/partners/community members, including success stories.
- Participate in Marketing/Promotion on social media (i.e., Facebook, Twitter, etc.) and traditional media (i.e., press release, newsletter, etc.).
- Complete reporting forms as may be required by mParks.
- Provide any other information reasonably requested by mParks.

Program Payment:

mParks agrees to provide Partner a payment total amount of \$34,000 in addition to the expenses of the supplies ordered in Attachment B. Payment will be processed as reimbursements throughout the duration of grant unless otherwise mutually agreed upon. Payment will be issued after mParks receives from partner a detailed report of expenses requested for reimbursement and the required progress report. Please allow four to six weeks for reimbursements. All expenses must be approved in advance by mParks.

Partner will:

- Submit an invoice detailing the incurred costs under this partnership. Unless otherwise specified in Attachment A, Partner shall retain ownership of any equipment/materials issued to them by mParks pursuant to this Agreement.
- Partner must include with the invoice a copy of:
 - Time sheets for any hours charged to the grant included in the partnership.
 - Copies of invoices for any *optional* equipment identified in Attachment B will be provided directly by mParks.*
 - *mParks will place equipment order for each agency.
 - Copies of invoices for any enhancement project identified in work plan.
 - Progress report on implementation of program on form provided by mParks.
- Capital equipment and food expenditures will not be reimbursed by mParks
- See Attachment D for budget.

Partner agrees that payments received from mParks shall not be used to influence the outcome of any public election or to carry on any voter registration drive, and are to be used solely for the purpose of developing and administering community fitness. mParks reserves the right to reject any payment request, or part thereof, which in its sole discretion does not comply with the terms of this Agreement.

Indemnification: The partner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless mParks, and the Michigan Department of Health and Human Services (MDHHS) and their officers, directors, employees and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney fees) which directly or, indirectly, wholly or partially arise from or in connection with any act or omission of Partner, its employees, or agents in applying for or accepting the program reimbursement in expending or applying the program reimbursement funds, or in carrying out any project supported by the program reimbursement funds except to the extent that such claims, liabilities, losses and expenses arise from or are related to any act of omission of mParks or MDHHS and their officers, directors, employees or agents.

Changes: The Partner shall immediately notify mParks about any changes, events or occurrences which significantly affect the ability of the partner to fulfill the activities outlined in this document.

Records and Access to Information: The partner shall maintain records of all activities related to or funded under this Agreement, including but not limited to, financial records, receipts and expenditures relating to the partnership. The partner's books and records shall be made available for mParks inspection during normal business hours at the partner's principal place of business for the purpose of making financial audits, verifications or program evaluations as MPARKS deems necessary concerning the partnership.

Right to Discontinue Funding: mParks may terminate this agreement or withhold payment, or both, in its sole discretion, if the partner is unable to carry out the purposes of the grant or fails to meet the terms and conditions of this agreement. If termination or withholding of the payment is being considered by mParks, the partner will be notified of the non-compliance issues and will have a specified period of time to remediate the non-compliance issues cited by mParks. Successful remediation will be determined in the sole discretion of mParks.

Publicity: mParks and the partner shall each permit the other to include information regarding the partnership, including the MDHHS, mParks and the partner and the purpose of the partnership in each party's periodic public reports, newsletters and news releases. The partner agrees to acknowledge the support of mParks and MDHHS whenever activities funded pursuant to this Agreement are published in any news media. Any proposed publicity that goes beyond the disclosure described in this section shall require the approval of the other party which shall not be unreasonable withheld.

Assignment: The partner shall not transfer or assign responsibility for any obligation of Partner hereunder to another party without the prior written consent of mParks.

Governing Law: This Agreement shall be construed in accordance with the laws of the State of Michigan.

Complete Agreement: This Agreement constitutes the entire Agreement of the parties as to the subject matter hereof and may not be modified or amended except by written amendment signed by both parties.

PARTNER

Date

mParks

Date

ATTACHMENT A

AGENCY NAME	Ypsilanti Township Parks & Recreation
AMOUNT OF AWARD	\$24,000– park improvements \$10,000 – Program Implementation (WWE, COAP) <i>All as approved in advanced by mParks</i>
BHC Grant Year	March. 1, 2016 – Sept. 30, 2016
PROJECT DESCRIPTION	
<ul style="list-style-type: none"> • Data collection (SOPARC) • Come Out and Play (COAP) Curriculum – 3 sessions, 6-week sessions* • Adult/Senior Walking Program (Walk with Ease) – 3 sessions, 6-week sessions* • Park/greenspace Improvements (<i>as pre-approved by mParks</i>) • Informational outreach to increase physical activity at park/greenspace • Provide input in the development of a “How to Make Parks Tobacco Free” guide for county and local parks staff <p><i>*WWE and COAP sessions may operate concurrently between April 1– Sept. 30, 2016 to complete three, 6-week sessions.</i></p>	
ADDITIONAL COMMENTS	
<p>Serve as a BHC community to enhance park/greenspace to increase access to physical activity; and build awareness of new policies and environmental changes through informational outreach.</p> <p>\$500 has been allocated for each community for Come Out and Play (COAP) supplies, equipment, materials as explained on Attachment B. mParks will purchase the materials directly for the communities. If the \$500 isn't spent in full on the supplies and materials, the balance may be used by the community for other supplies as approved in advance by mParks. Items #A, B & C on Attachment B are required, all other supply items are optional.</p> <p>All Walk With Ease (WWE) training, materials, supplies and program registration ordered on Attachment C will be paid directly by mParks. <u>All items on Attachment C are required.</u></p>	

Attachment B
COAP SUPPLIES ORDER FORM*

**Items A, B, C are required. All other supplies listed are optional for your program*

Partner: Ypsilanti Township Parks & Recreation

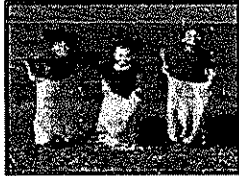
	Description	Recommended Supplies*	Quantity Needed By Partner	Unit Price	Total
A	Facilitator Manual	1	1	\$ 25.00	
B	Activity Logs	1/child		\$ 5.00	
C	Pedometer	1/child		\$2.95	
1	Hoop Storage Bag - 36"	1		\$ 20.99	
2	Burlap Potato Sacks - 12/pack	1 pack		\$ 28.99	
3	48" x 24" Mesh Ball Bag - Green	1		\$ 13.99	
4	Spectrum Rubber Frog Set	1 set		\$ 59.99	
5	Hoop Superclips - 4/pack	4 packs		\$ 12.99	
6	8" Gator Skin Special Form Balls - 6/pack	2 packs		\$ 99.99	
7	Spectrum Dome Cones - 36/pack	1 pack		\$ 49.99	
8	Spectrum Easy Grip Relay Batons	2 packs		\$ 14.99	
9	Parachute - 12 ft	2		\$ 32.99	
10	Large Stacking Buckets - 12/pack	2 packs		\$ 32.99	
11	Candy-Striped Hoop Holders - 12/pack	2 packs		\$ 20.99	
12	Color Splash! Box of Sidewalk Chalk - 126 pieces	1 box		\$ 18.99	
13	Noodle & Hoop Bases - 6/pack	2 packs		\$ 27.99	
14	Aqua Noodles - 24/pack	1 pack		\$ 84.99	
15	Fun Bubbles - 24/pack	2 packs		\$ 8.99	
16	Crayola Crayons - 64 pieces/box	3 boxes		\$ 6.29	
17	Balloon Inflator	1		\$ 8.49	
18	11" Qualatex Balloons Jeweltone Assortment - 100/bag	2 bags		\$ 23.99	
19	Unload-A-Toad Animal Tossing Saucer	1		\$ 9.99	
20	Mega Porcupine Novelty Easy Pack	1 pack		\$ 32.99	
21	Chuck-A-Chicken Animal Tossing Saucer	1		\$ 9.99	
22	White Tagboard 9" x 12" - 100/pack	3 packs		\$ 6.49	
23	9 ft Spectrum Nylon Jump Ropes - 6/pack	1 pack		\$ 17.99	
24	3" Spectrum Vinyl Square Beanbags - 12/pack	2 packs		\$ 14.99	
25	4" Spectrum Vinyl Square Beanbags - 12/pack	2 packs		\$ 16.99	
26	Acrylic Yarn Minis - 10/pack	2 packs		\$ 10.99	
27	Institutional Beach Balls - 12"	12		\$ 2.19	
28	Institutional Beach Balls - 16"	12		\$ 2.89	
29	Beaded Jump Rope - 7 ft	6		\$ 2.79	
30	Beaded Jump Rope - 8 ft	6		\$ 2.99	
31	Beaded Jump Rope - 9 ft	6		\$ 3.29	
32	Beaded Jump Rope - 10 ft	6		\$ 3.59	
33	Beaded Jump Rope - 16 ft	8		\$ 4.49	
34	Spectrum No Knot Hoops - 24"	1 set		\$ 71.99	
35	Spectrum No Knot Hoops - 30"	1 set		\$ 76.99	
36	Spectrum No Knot Hoops - 36"	1 set		\$ 82.99	
SUB TOTAL:					
Line A	TOTAL PARTNER ALLOCATION:				\$500
Line B	LESS TOTAL SUPPLIES ORDERED (enter subtotal amount from above):				
TOTAL: (subtract Line A from Line B)					

SUPPLIES DESCRIPTIONS

- 1) Hoop Storage Bag - 36"



- 2) Burlap Potato Sacks - 12/pack



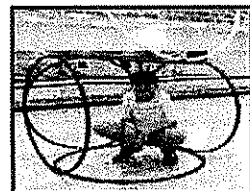
- 3) 48" x 24" Mesh Ball Bag - Green



- 4) Spectrum Rubber Frog Set



- 5) Hoop Superclips - 4/pack



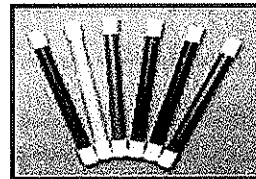
- 6) 8" Gator Skin Special Form Balls - 6/pack



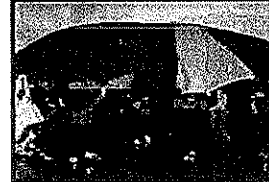
- 7) Spectrum Dome Cones - 36/pack



- 8) Spectrum Easy Grip Relay Batons



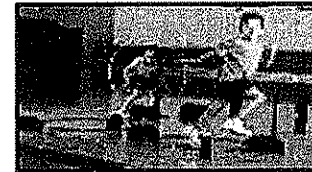
- 9) Parachute - 12 ft



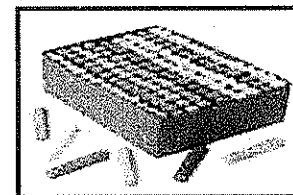
- 10) Large Stacking Buckets - 12/pack



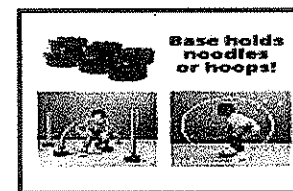
- 11) Candy-Striped Hoop Holders - 12/pack



- 12) Color Splash! Box of Sidewalk Chalk (126 pieces)



- 13) Noodle & Hoop Bases - 6/pack



- 14) Aqua Noodles - 24/pack



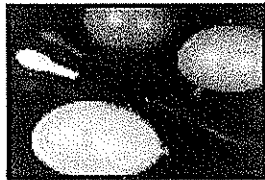
15) Fun Bubbles - 24/pack



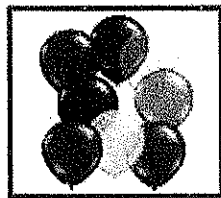
16) Crayola Crayons - 64 pieces/box



17) Balloon Inflator



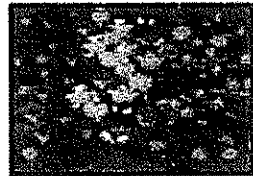
18) 11" Qualatex Balloons Jeweltone Assortment (100 per bag)



19) Unload-A-Toad Animal Tossing Saucer



20) Mega Porcupine Novelty Easy Pack



21) Chuck-A-Chicken Animal Tossing Saucer



22) White Tagboard 9" x 12" - 100/pack



23) 9 ft Spectrum Nylon Jump Ropes - 6/pack

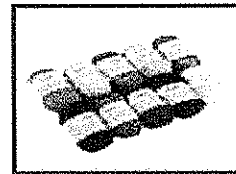


24) 3" Spectrum Vinyl Square Beanbags - 12/pack

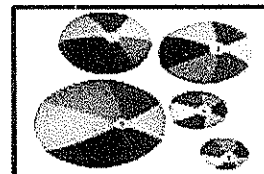
25) 4" Spectrum Vinyl Square Beanbags - 12/pack



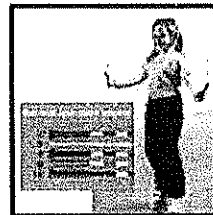
26) Acrylic Yarn Minis - 10/pack



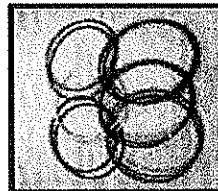
27-28) Institutional Beach Balls - 12" / 16"



29-33) Beaded Jump Rope - (7ft-16ft)



34-36) Spectrum No Knot Hoops (24" - 36")



WWE Program (training, materials, supplies)

All Items listed are required.

Partner: Ypsilanti Township Parks & Recreation

TOTAL FUNDED \$34,000

	Description	Quantity Needed By Partner	Unit Price
1	WWE Online training*		\$0.00
2	Facilitator Manual		\$0.00
3	Participant Registration		\$0.00
4	Participant Guidebook		\$0.00
5	Pedometers		\$0.00
6	Pre-Post Assessment Materials		\$0.00
TOTAL:			\$0.00

*WWE Leader must provide copy of CPR certification before completing WWE online training. mParks will provide support for those needing assistance in CPR certification.

**Attachment D
BHC Grant Budget**

Partner: Ypsilanti Township Parks & Recreation

TOTAL FUNDED \$34,000

Category	Funding
Partner Program Expenses	
Park enhancements	\$24,000
Staffing	\$10,000
Promotion of park(s)/trail(s), COAP, WWE	---
mParks Program Expenses	
SOPARC (staff time)	\$650
Smoke-Free Signage	\$1,000
Programming Supplies & Materials**	\$1725

**Come Out and Play: \$500 will be allocated for supplies and materials (Attachment B). If you do not use all \$500, remaining funding can be used for incentives or other *pre-approved* costs.

**Walk With Ease: program registration, training, supplies and materials (\$1225), will be covered directly by mParks.

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



Charter Township of Ypsilanti

Assessor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 487-4927
Fax: (734) 484-5159

Date: March 22, 2016

To: Karen Lovejoy Roe,
Ypsilanti Township Clerk

From: Brian McCleery,
Assistant Assessor

Subject: Approval to Enter into Negotiations to Sell property to Mr. Shall
K-11-14-484-012 and K-11-14-484-014



I am requesting approval to enter into negotiations to sell the two above parcels currently owned by Ypsilanti Township to David Shall. The Assessor's Office prepared a market valuation for the two properties which resulted in an estimated market value, **As Is**, for both properties, of \$5,600. I am requesting to start the negotiations at the appraised value and work with Mr. Shall to arrive at a Fair Market Value for the properties.

Mr. Shall recently purchased parcel K-11-14-484-013. This parcel is a R-5 **zoned residential property that has 40' frontage** and is currently not buildable. Ypsilanti Township owns the two properties that are on either side of **Mr. Shall's property**. Currently these two properties are not buildable. If purchased by Mr. Shall, these parcels would be combined with his property to create 1 buildable lot in which a new home may be constructed.

Attached you will find **Mr. Shall's e-mail**, aerial photograph maps and record cards of the parcels. If you have any questions or need more information, **please don't hesitate contacting me.**

Zimbra**bmcclery@ytown.org**

Re: Property Transfer Meeting Request

From : Karen Lovejoy Roe <klovejoyroe@ytown.org> Tue, Mar 15, 2016 10:45 AM
Subject : Re: Property Transfer Meeting Request 
To : David Shall <DShall@choctawkaul.com>  1 attachment
Cc : Brenda Stumbo <bstumbo@ytown.org>, Larry Doe <lroe@ytown.org>, Brian McCleery <bmcclery@ytown.org>, Linda Gosselin <lgosselin@ytown.org>, Joe Lawson <jlawson@ytown.org>

Hello Mr. Shall,

Thank you for your email and request. I am copying this email to Brian McCleery, Assistant Assessor and Joe Lawson, Community Development Director. Both of these staff people have a complete understanding of lot size requirements and how to combine lots legally. Brian McCleery is also taking the lead on the sale of township properties. I have spoken with Mr. McCleery and he will take the lead in contacting you regarding your request. Thank you for your interest in Ypsilanti Township. Best regards, Karen

----- Original Message -----

From: "David Shall" <DShall@choctawkaul.com>
To: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>
Sent: Tuesday, March 15, 2016 10:00:42 AM
Subject: Property Transfer Meeting Request

Good Morning Ms. Roe,
I am writing to request a meeting with you please to discuss a foreclosed property that I purchased that is sandwiched between 2 parcels owned by the Township of Ypsilanti. Each of the 3 parcels individually are not large enough to build on.

The Township owns PIN # K-11-14-484-012.
I own PIN # K-11-14-484-013.
The Township owns PIN # K-11-14-484-014.

These properties are located at the corner of Lakeview Ave. and Smith St. near Grove Rd. Please find parcel maps attached for your review.

My objective for our meeting is to discuss options for making

these lots a single buildable and taxable lot.

Thank you for your time and consideration.

Sincerely,

David Shall, PhD, CSP, CRSP

E-mail: dshall@choctawkaul.com<<mailto:dshall@choctawkaul.com>>

Phone: 313-895-3181

Mobile: 734-355-0055

--

Karen Lovejoy Roe

Clerk

Charter Township of Ypsilanti

7200 S. Huron River Dr.

Ypsilanti, MI 48197

734.484.4700

klovejoyroe@ytown.org

For Ypsilanti Township News go to www.ytown.org



Property on Lakeview Ave PIN K-11-14-484-013.pdf

804 KB

100-012

K-11-14-484-012

20

-013

K-11-14-484-013

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-014

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K -11-14-484-014

"

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-016

"

K -11-14-484-016

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
WALKER, SHIRLEY	CHARTER TOWNSHIP OF YPSIL	300	08/30/2000	QC	DNR PUBLIC USE DEED	3968/515		0.0
WALKER D.O., JERRY A	WALKER, SHIRLEY	0	04/01/1997	QC	QUIT CLAIM XXX	3580/0631		0.0

Property Address	Class: EXEMPT COUNTY, CI	Zoning: R5 SI	Building Permit(s)	Date	Number	Status
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LAKEVIEW AVE	School: VAN BUREN SCHOOL DISTRICT					
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	P.R.E. 0%					
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Owner's Name/Address	MAP #: R 585 319 00					
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CHARTER TWP OF YPSILANTI 7200 S HURON RIVER DR YPSILANTI MI 48197	2016 Est TCV 0					
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	Improved	X	Vacant	Land Value Estimates for Land Table 00412.SUGARBROOK & WW S OF 94		
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	Public Improvements	* Factors *				
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Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
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FRONT FOOT	29.76	110.00	1.0000	1.0000	154	100		4,583
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30 Actual Front Feet, 0.07 Total Acres							Total Est. Land Value =	4,583
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Tax Description	Dirt Road							
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YP#104-744 LOT 1064 WATSONIA PARK	X	Gravel Road						
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SUBDIVISION. ALSO S 10' OF VAC ALLEY	X	Paved Road						
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Comments/Influences	X	Storm Sewer						
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	X	Sidewalk						
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	X	Water						
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	X	Sewer						
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	X	Electric						
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	X	Gas						
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	X	Curb						
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		Street Lights						
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		Standard Utilities						
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		Underground Utils.						
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		Topography of Site						
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	X	Level						
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		Rolling						
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		Low						
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		High						
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		Landscaped						
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		Swamp						
--	--	-------	--	--	--	--	--	--

		Wooded						
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		Pond						
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		Waterfront						
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		Ravine						
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		Wetland						
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		Flood Plain						
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Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
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2016	EXEMPT	EXEMPT	EXEMPT			EXEMPT
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2015	EXEMPT	EXEMPT	EXEMPT			EXEMPT
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2014	0	0	0			0
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2013	0	0	0			0
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*** Information herein deemed reliable but not guaranteed***

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Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
HART, MARION	CHARTER TOWNSHIP OF YPSIL	0	04/02/2012	COV	NOT MARKET SALE	4906/591	AFFIDAVIT	100.0

Property Address	Class: EXEMPT COUNTY, CI	Zoning: R5 SI	Building Permit(s)	Date	Number	Status
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LAKEVIEW AVE	School: VAN BUREN SCHOOL DISTRICT					
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	P.R.E. 0%					
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Owner's Name/Address	MAP #: R 585 315 00					
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CHARTER TWP OF YPSILANTI 7200 S HURON RIVER DR YPSILANTI MI 48197	2016 Est TCV 0					
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	Improved	X	Vacant	Land Value Estimates for Land Table 00412.SUGARBROOK & WW S OF 94		
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	Public Improvements	* Factors *				
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		Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
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		FRONT FOOT	40.00	110.00	1.0000	1.0000	154	100		6,160
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		40 Actual Front Feet, 0.10 Total Acres						Total Est. Land Value =	6,160
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Tax Description	Dirt Road									
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YP#104-740 LOTS 1060-1061 INCL. WATSONIA	X	Gravel Road								
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PARK SUBDIVISION. ALSO S 10' OF VAC ALLEY	X	Paved Road								
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Comments/Influences	X	Storm Sewer								
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	X	Sidewalk								
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	X	Water								
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	X	Sewer								
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	X	Electric								
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	X	Gas								
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	X	Curb								
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		Street Lights								
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		Standard Utilities								
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		Underground Utils.								
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		Topography of Site								
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	X	Level								
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		Rolling								
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		Low								
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		High								
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		Landscaped								
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		Swamp								
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		Wooded								
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		Pond								
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		Waterfront								
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		Ravine								
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		Wetland								
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		Flood Plain								
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		Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
--	--	------	------------	----------------	----------------	-----------------	----------------	---------------

	Who	When	What	2016	EXEMPT	EXEMPT	EXEMPT	EXEMPT
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				2015	EXEMPT	EXEMPT	EXEMPT	EXEMPT
--	--	--	--	------	--------	--------	--------	--------

				2014	0	0	0	0
--	--	--	--	------	---	---	---	---

				2013	0	0	0	0
--	--	--	--	------	---	---	---	---

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*** Information herein deemed reliable but not guaranteed***



PATRICK AVE

WILLIAM AVE

SMITH AVE

EMERSON AVE

OUTER LN

PASADENA AVE

LAKEVIEW AVE

SHALL PROPERTY

008
K-11-23-105-008

001
K-11-23-105-001

ALLEY

002
K-11-23-105-002

003
K-11-23-105-003

3.51 Ac.

004
K-11-23-105-004

9.1 Ac.

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



Supervisor's Office

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

TO: Karen Lovejoy Roe, Clerk
FROM: Brenda L. Stumbo, Supervisor *Brenda*
DATE: March 22, 2016
RE: 2016 Agreement for Local Subdivision Road Tree Removal Project,
Budgeted in Line Item 101-956-000-926-100

Please place the attached annual agreement with the Washtenaw County Road Commission for Local Subdivision Tree Removal on the April 5, 2016 Township Board agenda. This project is budgeted in line item 101-956-000-926-100.

If you have any questions, please contact my office.

tk

cc: Javonna Neel
File

2016 YPSILANTI TOWNSHIP AGREEMENT Local Subdivision Road Tree Removal Project

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between Ypsilanti Charter Township, parties of the first part and the Board of Washtenaw County Road Commission (WCRC), parties of the second part.

WHEREAS, the parties of the first part desire that certain dead trees be removed on local subdivision roads in Ypsilanti Township and

WHEREAS the WCRC will commit \$10,000 to this local subdivision road tree removal project, provided Ypsilanti Charter Township matches this same \$10,000 amount; and

WHEREAS the proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951, as amended.

IT IS NOW THEREFORE AGREED, the parties of the first part will hire the Contractor, oversee the tree removals, and insure property permits are obtained, all in accordance with standards of the parties of the second part.

IT IS FURTHER AGREED, the parties of the second part will issue no cost permits for the individual tree removals. Following a final accounting of the project costs, Ypsilanti Township will submit a final invoice for the actual cost, not to exceed \$10,000, either after the work has been completed or on near November 1, 2016. WCRC agrees to remit payment within 30 days from receipt of this invoice. The final invoice shall provide supporting detail and information, which reasonably identifies and isolates the costs of this tree removal project.

AGREEMENT SUMMARY

Local Subdivision Tree Removal Project

Project Cost	\$20,000.00
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Estimated Project Cost Summary

Road Commission Share – WCRC 50%	\$10,000.00
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Ypsilanti Charter Township Share – Township 50%	<u>\$10,000.00</u>
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Total Amount	\$ 20,000.00
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FOR YPSILANTI CHARTER TOWNSHIP

Brenda L. Stumbo, Supervisor

Witness

Karen Lovejoy Roe, Clerk

Witness

FOR WASHTENAW COUNTY ROAD COMMISSION

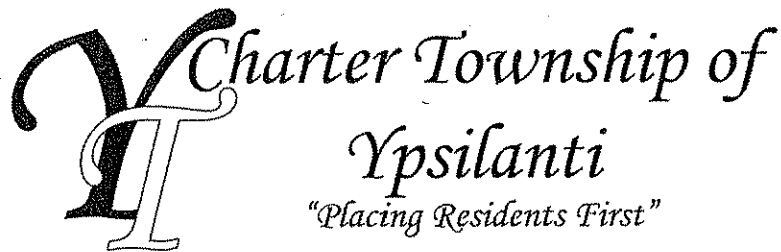
Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness


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



Supervisor's Office

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

TO: Karen Lovejoy Roe, Clerk

FROM: Brenda L. Stumbo, Supervisor 

DATE: March 16, 2016

RE: Request to Install Proposed Street Lighting for Crosswalk near Textile Road & Lake Drive at a cost of \$1,693.02, budgeted in line item

Due to the recent fatal accident involving a pedestrian at the crosswalk near Textile Road and Lake Drive, several residents called and are requesting the Board to consider installation of a street light at this crossing.

For your review, attached is the cost proposal and layout. The cost is \$1,693.02 and funds are available in line item 101-956-000-926-050.

If you have any questions, please contact my office.

tk

cc: Javonna Neel – Accounting Director
File

Attachment

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of March 30, 2016 between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("Customer").

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

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

1. DTE Work Order Number:	44644333	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	North side of Textile Rd just east of Lake Dr in Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	1 – Overhead fed 135 watt Autobahn LED with black housing mounted on a 17'-6" arm attached to a new wood pole.	
5. Estimated Total Annual Lamp Charges	\$156.97	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$2,163.93
	Credit for 3 years of lamp charges:	\$470.91
	CIAC Amount (cost minus revenue)	\$1,693.02
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Signature: _____	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

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

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

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

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

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

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

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

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

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

12. Experimental Emerging Lighting Technology (“EELT”) Terms:

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

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

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

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

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

Company:

Customer:

The Detroit Edison Company

Charter Township of Ypsilanti

By: _____

By: _____

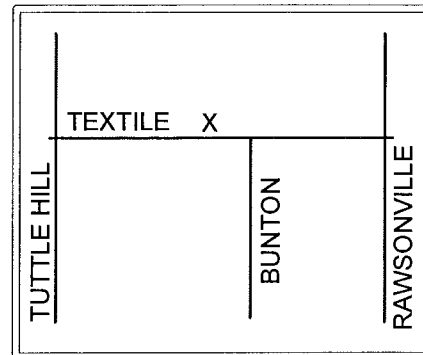
Name: _____

Name: _____

Title: _____

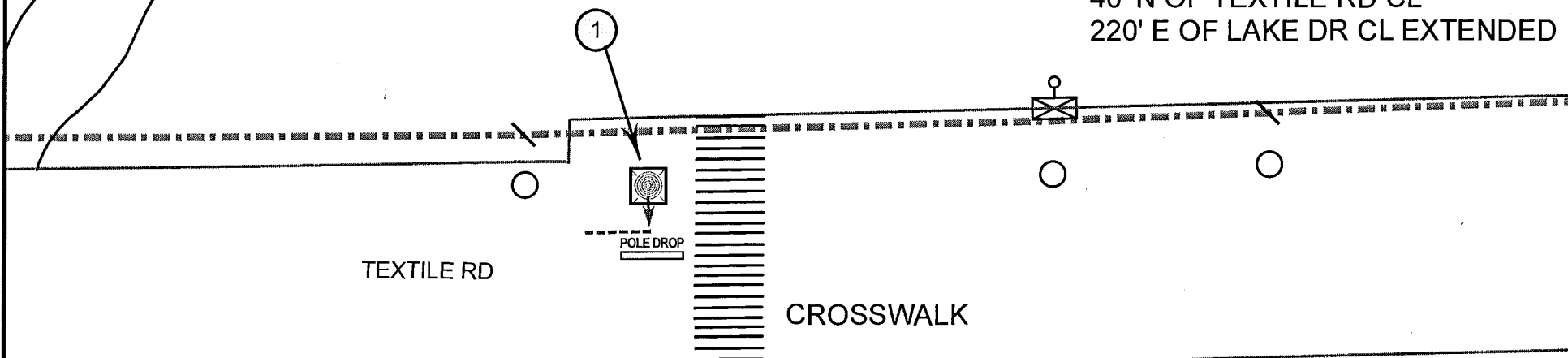
Title: _____

WL 1: 208321-257111
 IN: 35 5 PINE
 IN: SSS-DET 282
 IN: DET 605D
 IN: 6A6D-SC
 IN: MULTIPLE LED 135 LY COBRA
 IN: OH CODE S48
 IN: PCLL
 L 135 AFT065 -- 9000 YPSIL -- A230 -- 701



SITE LOCATION

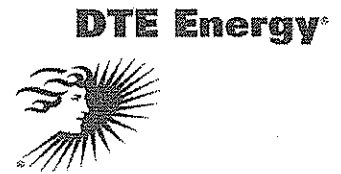
MISS DIG NOTES
 40' N OF TEXTILE RD CL
 220' E OF LAKE DR CL EXTENDED



DTE Energy		DTE Electric - Distribution Engineering and Planning					
Service Planner		Work Order Description					
Shaw, Richard H		CWO NBUS - 1 OH - TEXTILE & LAKE DR CROSSWALK - YPSILANTI TWP					
Phone		Work Order #	GIS-DSN	COH	CUL	CUG	PLC
734.397.4150		44702735					
Supervisor		Circuit #1		Circuit #2		PH	SCMAT
Mark A Slater		ARIZA9823					
Service Center		Worksite City		Worksite Twp		County	
ANN		YPSILANTI		YPSILANTI		Washtenaw	
Phone		JU Work to be Performed		JU		RSD	
734.397.4055							
Planning Engineer		JU Company		Contact	Email	Phone	
		JU Company		Contact	Email	Phone	
Phone							
CUE Number	Ver	Plot Date	Scale	Town	Range	Section	Qtr
619607	2	3/12/2016	NONE	03S	07E	23	



Know what's below.
 Call before you dig



March 15, 2016

Charter Township of Ypsilanti
Attn: Karen Lovejoy Roe
7200 S Huron River Dr.
Ypsilanti, MI 48197

Re: Proposed Street Lighting for Crosswalk near Textile Rd & Lake Dr

I have completed the review of your request for proposed lighting and have prepared a cost estimate for the installation of one street light for the crosswalk near Textile Rd & Lake Dr. I am recommending the installation of one 135 watt Autobahn LED style fixture with black housing mounted on a 17'-6" arm attached to a new wood pole. Please see attached preliminary sketch.

The costs are based on the DTE Energy Option 1 Municipal Streetlight rate, where DTE Energy installs, owns, and maintains the lighting system. The rate requires a portion of the construction cost be paid by the customer, which is determined by the following formula.

Textile Rd & Lake Dr – Crosswalk – 1 New Street Light on 1 New Wood Pole

Annual operating cost	\$156.97
Cost to construct	\$2,163.93
Minus 3yrs revenue	(\$470.91)
Contribution from Ypsilanti Township	\$1,693.02

The price quoted shall be in effect for a period of six months from the date of this letter, after which these costs will no longer be valid. After installation the total cost for additional modification, relocation or removal will be the responsibility of the requesting party. Payment of the customer contribution must be made prior to the actual start of construction.

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installation. If you have questions please call me at 734-397-4188.

Sincerely,

Lance Alley

Lance Alley
Account Manager
DTE Energy - Community Lighting

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Row, Clerk
From: Mike Radzik, OCS Director
Copy: McLain & Winters
Re: **Request to authorize legal action to abate public nuisances at 1745 Heatherridge St and 2720 Washtenaw Ave; \$10,000 budgeted in 101-950.000-801.023**
Date: March 29, 2016

The Office of Community Standards has conducted investigations of one vacant house and one business and seeks authorization to proceed with legal action (if necessary) in Washtenaw County Circuit Court to abate the public nuisances that exist at:

1745 Heatherridge St

This residential property has been vacant for about 18 months and its owners, Lyman and Maxine Watson, are now deceased. OCS staff has been in contact with one surviving child and a former legal guardian, neither of which claim an active interest in the property. The legal guardian had previously registered the property as vacant but failed to show up for several scheduled inspections. The property's interior is cluttered with only minor code violations, while the exterior is blighted with debris and deteriorated accessory buildings. OCS seeks to locate any entities with a legal interest in order to return the property to productive use.



7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-4393

CHARTER TOWNSHIP OF YPSILANTI

2720 Washtenaw Ave – Sphinx Hookah

This smoking lounge business located in the Fountain Plaza shopping center has demonstrated a history of building and zoning code violations. The most recent set of code violations are actively under enforcement, including the construction of a stage without approved building plans and in violation of building code.

In addition, the business has been the scene of ongoing public nuisance activity. Most recently on March 26, 2016, more than 20 Washtenaw County sheriff's deputies and police officers from the Ypsilanti Police Department and Eastern Michigan University Public Safety Department were required to respond to a disturbance at the business. Deputies discovered liquor being consumed inside the premises, which is not licensed by the Michigan Liquor Control Commission (MLCC) for alcohol service or consumption. Such a violation is described by the MLCC as being a "blind pig."

This existing business is now subject to the requirements of the recently adopted regulatory ordinance for smoking lounges and was granted a temporary 45-day license to operate pending approval of a permanent license. On March 29, 2016, OCS staff were granted administrative approval to initiate a public nuisance case against the business operator and property owner and formal authorization of that approval is respectfully requested.






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

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

MEMORANDUM

To: Charter Township of Ypsilanti Trustees

From: Ypsilanti Township Fire Chief Eric Copeland 

Date: March 30, 2016

Subject: Authorization for YTFD participation in two Regional Grants as a Participating Partner and signature of two 2015 AFG Programs Memorandums of Understanding:

- 1) Between Van Buren Township FD - fiduciary and its Regional Participating Partners 2015 Assistance for Firefighters Grant (AFG) Program Self Contained Breathing Apparatus - SCBA. This grant is to provide SCBA equipment for regional fire safety agencies. The required 10% match of \$16,779.00 is budgeted in line: 206-970-000-979.005 CAPITAL OUTLAY / FIRE EQUIPMENT – FED GRANT from amending line: 206-000-000-699-000 APPROPRIATED PRIOR YEAR BALANCE.
- 2) Between Superior Township FD - fiduciary and its Regional Participating Partners 2015 Assistance For Firefighters Grant (AFG) Program Vehicle Acquisition Aerial Apparatus. This grant is to provide an Aerial Apparatus for regional safety services for MABAS response agencies in the Greater Ypsilanti Area. There is no required funding match for this grant. There is required training for YTFD personnel on the use and operation of the Aerial Apparatus.

Grant #1 will enable YTFD to remain current (10yr) with MIOSHA standards related to our SCBA equipment that was secured in 2006 by an AFG Grant. Grant #2 will enhance Aerial assistance along the Clark Rd/Tower and Golfside corridors per Automatic Aid. Attached are copies of the MOU #1 and #2.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE VAN BUREN TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL
PARTICIPATING PARTNERS

2015 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM

SCBA

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into between the Van Buren Township Fire Department (hereafter "Hosting Organization") and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2015 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of Self Contained Breathing Apparatus;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

TERMS

I. Purpose

The purpose of this MOU is to establish a cooperative agreement between the Van Buren Township Fire Department, the programmatic and financial administrator (host) for the Van Buren Township Fire Department (hereinafter "VBFD"), and its Regional Participating Partners, (hereinafter the "Regional Participating Partners") to secure a 2015 Assistance to Firefighters Grant and to provide SCBA for the region's safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Township and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

II. Definitions

Authorized Representative: The chief executive and fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

Equipment: SCBA and appropriate associated accessories

Host Organization: The Van Buren Township Fire Department

Regional Participating Partners: Any government entity that executes this MOU.

III. Background to the Assistance Firefighters Grant Project

Purpose and Objective:

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2015 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2015 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

Problem Statement:

In Washtenaw and Wayne Counties, the VBFD and the said Regional Participating Partners lack the appropriate SCBA to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - providing the Equipment would be the first step in implementing common SCBA among Regional Participating Partners providing safety service personnel enhanced fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partners SCBA functionality.
3. *Enhancing National Capabilities* -grant funding will assist in moving the Authority and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

4. *Risk* - Risk Based Prioritization -grant funding will assist in moving the Authority and the Regional Participating Partners closer to common equipment amongst all Regional Participating Partners. The Township and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future interpretational capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with the Michigan Automatic Box Alarm System (MABAS) program in which all the Regional Participating Partners are officially part of the newly developed Washtenaw County MABAS division.

IV. Responsibilities of the Van Buren Township Fire Department

As the Hosting Organization for the 2015 Assistance Firefighters Grant, the Authority will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and Equipment after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
 1. Invoicing the Regional Participating Partners for their share of the 10% matching grant cost of Equipment based on the count of each department's personnel number at time of Training and Equipment purchase.
 2. Arranging payment to vendors.
 3. Preparing program and fiscal reports required by the grantor.
 4. Auditing and tracking grant funds and deliverables as required by the grantor.
 5. Coordinate procurement of the Equipment through a competitive bidding process in compliance with the Township of Superior's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

IV. Responsibilities of the Regional Participating Partners

Each of the Regional Participating Partners will:

- a. Provide funding share of the 10% matching grant cost of Equipment based on the department's personnel number at time of Equipment and Training Purchase. The share of cost shall be paid upon receipt of invoice from the Authority, in advance of Equipment procurement.
- b. Participate and train its employees on the Equipment which will be documented.
- c. Provide the following assigned liaison(s):
 1. Primary Contact who is responsible for: the Regional Partner's point of contact.
 2. Training Contact who is responsible to oversee the Regional Partner's training
 3. Fiscal Contact: responsible for accounting, fiscal reporting and payment.
- d. Promptly provide any additional documentation to the Authority as requested that may be necessary in connection with the grant.

- e. Be responsible for their received equipment maintenance as needed

VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

VII. Arbitration of Disputes

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

VIII. Indemnification

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Van Buren Township Fire Department pursuant to the terms of this MOU shall be the responsibility of the Van Buren Township Fire Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Van Buren Township Fire Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.
- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of a Regional Participating Partner, or its employees shall be the responsibility of the Regional Participating Partner if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Regional Participating Partner or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the Regional Participating Partner, or the employees of any of them as provided by common law, statute, or court decision.

IX. Insurance

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

X. Termination of the MOU

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and Equipment and with 30 days' written notice to the Authority's Project Lead.

XI. Points of Contact

The VBFD will designate a Primary Lead, as well as identify Points of Contact for Training, Fiscal, and Documentation responsibilities. The Regional Participating Partners will designate a Primary Point of Contact, as well as identify Points of Contact for Training and Fiscal responsibilities. Points of Contact are set forth in the attached Exhibit A.

XII. Notice

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Van Buren Township Fire Department's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Van Buren Township Fire Department has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

XIII. Choice of Law; Severability

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

XIV. Authority to Enter into MOU; Execution by Counterpart

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XV. Extent of Agreement; Amendments

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

**Van Buren Township
(Regional Participating Partner)**

_____ Date: _____
Linda Combs, Township Supervisor

_____ Date: _____
Daniel Besson, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY THE CITY OF ANN ARBOR

City of Ann Arbor, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Ann Arbor.

City of Ann Arbor
(Regional Participating Partner)

_____ **Date:** _____

Tom Crawford, Interim City Administrator

_____ **Date:** _____

Larry Collins, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY AUGUSTA TOWNSHIP

Augusta Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Augusta Township.

Augusta Township
(Regional Participating Partner)

_____ **Date:** _____

Pete Hafler, Township Supervisor

_____ **Date:** _____

David Music, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY CITY OF BELLEVILLE

City of Belleville, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Belleville.

City of Belleville
(Regional Participating Partner)

_____ Date: _____

Kerreen Conley, Mayor

_____ Date: _____

Brian Loranger, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY CHELSEA AREA FIRE AUTHORITY

Chelsea Area Fire Authority, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Chelsea Area Fire Authority.

**City of Chelsea/Chelsea Area Fire Department
(Regional Participating Partner)**

_____ Date: _____
Tom Osborne, Fire Authority Board Chairman

_____ Date: _____
Jim Payeur, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER
BY SALINE AREA FIRE DEPARTMENT

Saline Area Fire Department, hereby agrees to the foregoing MOU and obligations therein, on behalf of the Saline Area Fire Department

Saline Area Fire Department
(Regional Participating Partner)

_____ **Date:** _____

Brian Marl, Mayor City of Saline

_____ **Date:** _____

Craig Hoeft, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY SCIO TOWNSHIP

Scio Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Scio Township.

Scio Township
(Regional Participating Partner)

_____ **Date:** _____

Spaulding Clark, Township Supervisor

_____ **Date:** _____

Carl Ferch, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY SUMPTER TOWNSHIP

Sumpter Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Sumpter Township.

Sumpter Township
(Regional Participating Partner)

_____ **Date:** _____

John Morgan, Supervisor

_____ **Date:** _____

Joe Januszyk, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY THE CITY OF YPSILANTI

The City of Ypsilanti, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of The City of Ypsilanti.

The City of Ypsilanti
(Regional Participating Partner)

_____ **Date:** _____

Ralph Lange, City Manager

_____ **Date:** _____

Max Anthouard, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI TOWNSHIP

Ypsilanti Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti Township.

Ypsilanti Township
(Regional Participating Partner)

_____ Date: _____

Brenda Stumbo, Township Supervisor

_____ Date: _____

Karen Lovejoy-Roe, Township Clerk



_____ Date: 3/30/16

Eric Copeland, Fire Chief

2015 Regional Grant MOU for SCBA

Exhibit A

Points of Contact

Agency	Title	Name	Phone Number	Email
City of Ann Arbor	Primary			
	Fiscal			
	Training			
Augusta Township	Primary			
	Fiscal			
	Training			
City of Belleville	Primary			
	Fiscal			
	Training			
Chelsea Area	Primary			
	Fiscal			
	Training			
Saline Area	Primary			
	Fiscal			
	Training			
Scio Township	Primary			
	Fiscal			
	Training			
Sumpter Township	Primary			
	Fiscal			
	Training			
City of Ypsilanti	Primary			
	Fiscal			
	Training			
Ypsilanti Township	Primary			
	Fiscal			
	Training			

MEMORANDUM OF UNDERSTANDING BETWEEN
THE SUPERIOR TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL
PARTICIPATING PARTNERS

2015 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM

VEHICLE ACQUISITION AERIAL APPARATUS

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into between the Superior Township Fire Department (hereafter "Hosting Organization") and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2015 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of an Aerial Apparatus;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

TERMS

I. Purpose

The purpose of this MOU is to establish a cooperative agreement between the Superior Township Fire Department, the programmatic and financial administrator (host) for the Superior Township Fire Department (hereinafter "STFD"), and its Regional Participating Partners, (hereinafter the "Regional Participating Partners") to secure a 2015 Assistance to Firefighters Grant and to provide an Aerial Apparatus for the region's safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining this apparatus on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Township and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

II. Definitions

Authorized Representative: The chief executive and fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

Equipment: Aerial Apparatus and appropriate associated accessories

Host Organization: The Superior Township Fire Department

Regional Participating Partners: Any government entity that executes this MOU.

III. Background to the Assistance Firefighters Grant Project

Purpose and Objective:

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2015 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2015 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

Problem Statement:

In the Greater Ypsilanti Area, the STFD and the said Regional Participating Partners lack an appropriate aerial apparatus to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - providing the Apparatus would be the first step in implementing common use among Regional Participating Partners providing safety service personnel enhanced fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partners Aerial Apparatus functionality.
3. *Enhancing National Capabilities* -grant funding will assist in moving the Authority and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

4. *Risk* - Risk Based Prioritization -grant funding will assist in moving the Authority and the Regional Participating Partners closer to common equipment amongst all Regional Participating Partners. The Township and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future interpretational capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with the Michigan Automatic Box Alarm System (MABAS) program in which all the Regional Participating Partners are officially part of the newly developed Washtenaw County MABAS division.

IV. Responsibilities of the Superior Township Fire Department

As the Hosting Organization for the 2015 Assistance Firefighters Grant, the Authority will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and Apparatus after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
 1. Contributing the required ten percent match of funds.
 2. Housing and Maintenance of the new aerial apparatus.
 3. Arranging payment to vendors.
 4. Preparing program and fiscal reports required by the grantor.
 4. Auditing and tracking grant funds and deliverables as required by the grantor.
 5. Coordinate procurement of the Apparatus through a competitive bidding process in compliance with the Township of Superior's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

IV. Responsibilities of the Regional Participating Partners

Each of the Regional Participating Partners will:

- a. Participate and train its employees on the operation of the new aerial device which will be documented.
- b. Provide the following assigned liaison(s):
 1. Primary Contact who is responsible for: the Regional Partner's point of contact.
 2. Training Contact who is responsible to oversee the Regional Partner's training
- c. Promptly provide any additional documentation to the Authority as requested that may be necessary in connection with the grant.

VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

VII. Arbitration of Disputes

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

VIII. Indemnification

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Superior Township Fire Department pursuant to the terms of this MOU shall be the responsibility of the Superior Township Fire Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Superior Township Fire Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.

IX. Insurance

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

X. Termination of the MOU

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and Equipment and with 30 days' written notice to the Authority's Project Lead.

XI. Points of Contact

The STFD will designate a Primary Lead, as well as identify Points of Contact for Training, Fiscal, and Documentation responsibilities. The Regional Participating Partners will designate a Primary Point of Contact, as well as identify Points of Contact for Training and Fiscal responsibilities. Points of Contact are set forth in the attached Exhibit A.

XII. Notice

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Superior Township Fire Department's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Superior Township Fire Department has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

XIII. Choice of Law; Severability

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

XIV. Authority to Enter into MOU; Execution by Counterpart

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XV. Extent of Agreement; Amendments

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

**Superior Township
(Regional Participating Partner)**

_____ Date: _____
Ken Schwartz, Township Supervisor

_____ Date: _____
Victor Chevrette, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY THE CITY OF YPSILANTI

The City of Ypsilanti, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of The City of Ypsilanti.

The City of Ypsilanti
(Regional Participating Partner)

_____ **Date:** _____

Ralph Lange, City Manager

_____ **Date:** _____

Max Anthouard, Fire Chief

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI TOWNSHIP

Ypsilanti Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti Township.

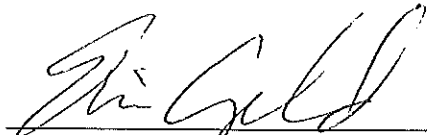
Ypsilanti Township
(Regional Participating Partner)

_____ **Date:** _____

Brenda Stumbo, Township Supervisor

_____ **Date:** _____

Karen Lovejoy-Roe, Township Clerk

 _____ **Date:** 3/30/16

Eric Copeland, Fire Chief

2015 Regional Grant MOU for Vehicle Acquisition Aerial Apparatus

Exhibit A

Points of Contact

Agency	Title	Name	Phone Number	Email
City of Ypsilanti	Primary			
	Training			
Ypsilanti Township	Primary			
	Training			

Supervisor
RENDA L. STUMBO
Clerk
AREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
EAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

To: Ypsilanti Township Board of Trustees
From: Jeff Allen, Director-Residential Services
Date: March 28th, 2016
RE: Approval purchase\replace chipper truck #33, in the amount of \$104,805.00; and to be charged to account #226.226.000.985.000, Capital Outlay-Vehicles

We are seeking Board authorization & approval for the Environmental Services Department to purchase a new chipper truck to replace our 1999 International truck #33 with 104k miles on it. This truck is 17 years old, and starting to costs more to keep it on the road. The RSD Capital Improvement Plan listed this to be replaced in 2014 with a purchase price of \$165,000.

As we were looking for other dealers of this type of equipment, we found 3 in the Michigan area that supplies these trucks. We also found that all 3 of them used the same truck chassis dealer to put the chipping box on – Wolverine Trucking. Through conversations with the various vendors we discovered that it was much cheaper for us to deal directly with Wolverine for the chassis and purchase the box, installation and accessories from the other vendor.

The purchase price of the **chipper truck chassis** (just the truck, not the box) from **Wolverine Trucking** which does include the Michigan Inter-governmental Trade Network (MITN) Purchasing Group negotiated sales price of **\$84,329**. We have been going through the Government Sales Manager from the Wolverine Truck Group. He has supplied us with the MITN pricing and the even better pricing of the Rochester Hills Co-op Group that is within the MITN structure.

In addition, we have already received 3 quotes for the **box and installation**. Please see the attached quotes.....

- | | | |
|----|-----------------------------|---|
| 1. | Cannon Truck Equipment | \$20,476 (Recommended, as this is a MiDeal Purchasing Vendor) |
| 2. | NBC Truck Equipment | \$21,897 |
| 3. | Truck & Trailer Specialties | \$22,015 |

This complete truck (chassis from Wolverine, and box from Cannon Truck) satisfied the majority of the prescribed specifications set forth in the RFQ package sent to all of the participating bidders. These bids also satisfy the purchasing policy by being pre-bid through the MiDeals or MITN Purchasing Group.

We would also request an additional **\$5,000.00 as a contingency** for any misc. unforeseen cost that may arise (electrical\box modifications needed, shipping, mounting issues, or current steel price increases).

We would also request authorization to either sell or trade-in Truck #33. Cannon Truck Equip has also offered a trade in of \$8,500. We will also try to list it on the MITN auction website. Truck #33 is currently utilized as “back-up truck” and our plan is to bump the currently used older 2004 truck (#32, w\89k miles) to a back up to cover us during routine maintenance, breakdowns, or storm emergencies.

There is a budget amendment on the agenda for this dollar amount to purchase as well.

We appreciate your consideration in this matter.

Prepared for:
 Wayne Dudley
 Roch Hills CO-OP - Ypsilanti, Township
 of
 7200 South Huron River Dr
 Ypsilanti, MI 48197
 Phone: (734) 544-3514

Prepared by:
 WOLVERINE FREIGHTLINER
 107 SOUTH GROESBECK
 HIGHWAY
 MOUNT CLEMENS, MI 48043
 Phone: 313-849-0800

QUOTATION

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
CUM ISL 270 HP @ 2000 RPM; 2200 GOV RPM, 800 LB/FT @ 1300 RPM	12,000# DUAL TAPERLEAF FRONT SUSPENSION
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	154 INCH BBC HIGH-ROOF ALUMINUM CONVENTIONAL CREW CAB
DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE	5650MM (222 INCH) WHEELBASE
AIRLINER 21,000# REAR SUSPENSION	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
	1900MM (75 INCH) REAR FRAME OVERHANG

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	83,914	\$	83,914
EXTENDED WARRANTY		\$	400	\$	400
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	84,314	\$	84,314

TAXES AND FEES

TAXES AND FEES		\$	15	\$	15
OTHER CHARGES		\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE		\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	84,329	\$	84,329
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COMMENTS:

Freightliner Chassis pricing information as per your request.
 Pricing and conditions are as per the Rochester Hills Co-op Award Agreement.
 Please reference RFP-RH-13-30 dated 8/8/13 and all related documents.





METRO DETROIT
51761 Danview Technology Ct.

Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====
Quote No. J29752

STATE REG NO: F151568

Page 1

DEALER LICENSE NUMBER: B6542

Customer: 99998
YPSILANTI TOWNSHIP

02/10/16: Quote Date
04/30/16: Expire Date
COD: Terms
: Delivery

Contact: WAYNE DUDDLEY

Phone:

Fax:

MI-DEAL STATE CONTRACT PRICING CONTRACT #071B2200263

FURNISH AND INSTALL

- 1) ARBORTECH 14'3" LONG X 72" HIGH X 96" WIDE CHIP BOX WITH NO CUTOUT
 - SWING TO SIDE TAILGATE
 - 12 GALVANNEAL STEEL CONSTRUCTION
 - 10 GAUGE FLOOR
 - 8" I-BEAM LONGSILLS
 - 3" CROSS SILLS
 - (2) WHEEL CHOCK CAVITIES & RUBBER WHEEL CHOCKS
 - LH INTERIOR LADDER BOX WITH PRUNER SHELF AND REAR DOOR
 - 30" H SWING TO SIDE TAILGATE
 - LED LIGHTING PACKAGE
 - 2 GRILLE MOUNTED LED AMBER STROBES
 - 4 AMBER LED FLUSH MOUNT STROBES (2 IN FRONT/ 2 IN REAR)
 - COAL TAR INTERIOR
 - UNDERCOATED
 - PRIMED AND FINISH PAINTED WHITE
 - TWO (2) 55" LONG X 25" HIGH X 22" DEEP UNDERBODY TOOLBOXES
 - VENTS IN UPPER RADIUS PANELS
 - CHAMPION SUBFRAME HOIST WITH HYDRAULICS
 - HOT SHIFT PTO FOR AUTOMATIC TRANSMISSION
 - TOW PACKAGE WITH 10,000 LB BALL/PINTLE HOOK COMBO & SAFETY
 - (2) 4 & 6 POLE TRAILER PLUGS
 - BACK UP ALARM
 - MUD FLAPS
 - FRONT BUMPER CONE HOLDER

TOTAL PRICE AS SPECIFIED ABOVE.....\$20,476.00

TRADE IN ALLOWANCE FOR 1999 INTERNATIONAL 4700/LP CHIPPER TRUCK

TOTAL\$8,500.00

THANK YOU,

JOHN WILLERER

QUOTE ACCEPTED AS AN ORDER _____ DATE _____ TRUCK INFO: _____

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY & THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY

28130 GROESBECK HWY.
ROSEVILLE, MI. 48066

NBC
TRUCK EQUIPMENT CO.

(ROSEVILLE) PHONE: 800 774-0627
(ROSEVILLE) FAX: 586 774-1280

(LANSING) PHONE: 517 349-1252 FAX: 517 347-7933
(LANSING) CELL PH: 517 303-4001 (JOHN OLK)

QUOTATION: YPSICHIP-2016

DATE: 03/18/2016

CUSTOMER PO#
WO#

CUSTOMER: YPSILANTI CHARTER TOWNSHIP
7200 SO. HURON RIVER DR.
YPSILANTI, MI. 48197

CONTACT: WAYNE DUDLEY 734 544-3514 (DIRECT)
wdudley@ytown.org

SALESMAN: JOHN OLK

TERMS: NET 10 DAYS

USER: YPSILANTI TOWNSHIP Wayne Dudley Ph direct: 734 544-3514
wdudley@ytown.org

TRUCK: 2016 FREIGHTLINER- M2-106 CREW CAB CHASSIS
WB: 102" SINGLE AXLE COLOR: WHITE
TRANS: AUTOMATIC WITH PTO PROVISION VIN:
BRAKES: AIR
INFO: DROP SHIP TO ARBORTECH FACTORY - WOOSTER OH.

ARBORTECH CHIP BOX WITH NO CUT-OUTS
14' LONG X 72" HIGH X 96" WIDE WITH SIDE VENTS

12 GA. GALVANEAL STEEL CONSTRUCTION WITH 10 GA. FLOOR

30" HIGH SWING TO SIDE TAILGATE

LH INTERIOR LADDER BOX WITH PRUNER SHELF & REAR DOOR

(2) WHEEL CHOCK CAVITIES AND RUBBER WHEEL CHOCKS

LED BODY LIGHTING PACKAGE

COAL TAR EPOXY INTERIOR TREATMENT

8" BODY LONGSILLS

CHAMPION MODEL CS620 **DIRECT MOUNT** HOIST
CABLE SHIFT BOX FOR AUTOMATIC TRANS.

PRIMED AND PAINTED WHITE (NOT BASE CLEAR COAT FINISH)

UNDERSIDES OF FLOOR, WHEELWELLS, & BOXES ARE UNDERCOATED

(4) HEAD LED FLUSH MOUNT AMBER STROBE SYSTEM

TOW PACKAGE WITH 10,000# PINTLE HOOK & SAFETY D-RINGS
4 AND 6 POLE TRAILER PLUGS
ELECTRIC BRAKE CONTROLLER

SEE PG 2

SPECIFICATIONS CONTINUED:

(2) HOOP STYLE FRONT BUMPER MOUNT CONE HOLDERS

ELECTRONIC BACK ALARM

INSTALLATION ON 33,000 GVWR CHASSIS – SINGLE AXLE WITH LARGE HOSE KIT

REAR MUD FLAPS

THREE YEAR NO RUST THROUGH WARRANTY

TWO UNDERBODY BOXES (48L X 22W X 22H). ONE EACH SIDE

BODY AND HOIST INSTALLED @ FACTORY AND FACTORY TESTED

PRICE FOB DEALERSHIP..... \$ 21,857.00

NOTE:

CHASSIS OUTSIDE OF FRAME MUST BE CLEAR BACK OF CAB TO SPRING HANGERS ON BOTH SIDES.

DELIVERY:

90-120 DAYS RECEIPT OF CHASSIS

PLEASE NOTE:

DUE TO CONTINUING STEEL & ALUMINUM PRICE INCREASES WE ASK YOU TO VERIFY ANY PRICE QUOTATIONS OVER 30 DAYS OLD PRIOR TO ORDERING.

SUBMITTED BY:

ACCEPTED BY:

JOHN OLK

DATE

TRUCK & TRAILER *Specialties, Inc.*

1200 Victory Drive | Howell, MI 49316 | www.ttspec.com | Ph: (517) 552-3855 | Fx: (517) 552-3666

March 23, 2016

Equipment Quotation

Customer: Ypsilanti Township
Address: 7200 South Huron Drive, Ypsilanti, MI 48197
Contact: Wayne Dudley, DPS Superintendent
Phone: (734) 544-3514

**Pricing based on the City of Rochester Hills RFP-RH-13-030 Co-op
Awarded November 2013 two-year contract awarded to Truck & Trailer Specialties, Inc.**

Project: Single Axle Chipper Dumps
Chassis: 2016 Freightliner, Single Axle, Crew Cab
Quantity: One (1) unit

Install Arbortech 14' 3" Chipper Body & Hoist including the following:

171" long, 96" wide, 72" inside height
Body Construction:
8" high longsills
Vents in upper radius panels
30" high swing to side tailgate
Direct-mount hoist with hydraulics, rear pivot and body prop
In-bed rear access ladder and pole pruner compartment with lockable door, left-hand
Undercoating on underside of floor and wheel wells
Coal tar epoxy treatment on interior of box
Three-year "No Rust, No Bust" warranty

Install Custom Lighting including the following:

Seven (7) 2.5" LED side marker clearance ID lights with reflective lenses
Six (6) LED flush-mount amber strobes, two front top of box, one each corner of rear top and bottom corners of box
Four (4) LED STT lights, one each corner of rear top and bottom corners of box
Two (2) LED backup lights, one each corner of rear bottom of box
Two (2) Predator2 amber flashers in chassis grille

Install Rear Hitch Assembly including the following:

¾" steel mounting rear hitch plate
Combination 2-5/16" pintle/ball hitch, measured 24" from ground to cradle
Fixed, weld-on Heavy-Duty "D" rings
7-way RV plug
Electric brake controller
Backup alarm included

Install Front bumper cone holder

Install Mud flaps behind rear wheels

Paint Body to be White to match chassis cab
Rear hitch and underbody to be painted black

Install Two (2) Bawer 18" x 24" x 36" stainless steel underbody tool boxes (model TU823000), one each side with box supports

Install Two (2) rubber wheel chocks and wheel chock holders

TRUCK & TRAILER *Specialties, Inc.*

1200 Victory Drive | Howell, MI 49316 | www.ttspec.com | Ph: (517) 552-3855 | Fx: (517) 552-3666

Above installed and factory painted white: \$22,015.00 ea.

Payment Terms: Net 30. Pricing effective for 90 days.

FOB: Ypsilanti Township

Delivery: 90-150 days ARO

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Dan Bouwman

Dealer Items include the following:

CA: 114" CA

Auxiliary switches in cab

Electric trailer wiring package to end of frame

PTO enabled

OTHER BUSINESS
