

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES FOR TUESDAY, MARCH 21, 2017 REGULAR MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 pm 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.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees: Stan Eldridge, Jimmie Wilson Jr., Monica Ross-Williams

Members Absent: Heather Jarrell Roe

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

- A. 7:00PM – RESOLUTION 2017-06, CREATION OF SPECIAL ASSESSMENT DISTRICT #68 FOR PUBLIC SECURITY CAMERAS FOR THE HURON HEIGHTS AND HURON RIDGE APARTMENTS (PUBLIC HEARING SET AT THE FEBRUARY 21, 2017 REGULAR MEETING)**

Supervisor Stumbo opened the Public Hearing at 7:01PM

There were no public comments.

Supervisor Stumbo closed the Public Hearing at 7:03PM

Supervisor Stumbo stated this was the first apartment community to have a special assessment district for security cameras.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Resolution 2017-06, Creation of Special Assessment District #68 for Public Security Cameras for the Huron Heights and Huron Ridge Apartments (see attached).

Motion carried unanimously.

PROCLAMATION FOR LINCOLN ROBOTIC TEAM

Clerk Lovejoy Roe read the Proclamation for the Lincoln Robotic Team – Linc Bots 6538.

PUBLIC COMMENTS

JoAnn McCollum, Township Resident said she supports the Resolution for raising up to 4 hens and supports the Resolution for opposing elimination and reduction of US Department of Housing and Urban Development budget. She stated she supports all that the Board does for the Ypsilanti Township community.

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Arloa Kaiser thanked the Board and Attorney Winters for all the work they have done thus far regarding the Nexus pipeline.

CONSENT AGENDA

A. MINUTES OF THE MARCH 21, 2017 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR MARCH 21, 2017 IN THE AMOUNT OF \$1,839,137.91**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFFT FOR FEBRUARY 2017 IN THE AMOUNT OF \$44,861.45**
- 3. CHOICE HEALTH CARE ADMIN FEE FOR JANUARY 2017 IN THE AMOUNT OF \$1,460.00**

C. FEBRUARY 2017 TREASURER'S REPORT

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

Supervisor Stumbo asked to have the work session and regular meeting minutes typed verbatim for the discussion regarding backyard chickens for a record going forward. Clerk Lovejoy Roe concurred with the request.

Motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE – given in the Work Session

OLD BUSINESS

- 1. 2nd READING OF RESOLUTION 2017-04, PROPOSED ORDINANCE 2017-472, AN ORDINANCE TO AMEND THE TOWNSHIP ZONING CODE, SECTION 2109 SIGNS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve 2nd Reading of Resolution 2017-04, Proposed Ordinance 2017-472, an Ordinance to Amend the Township Zoning Code, Section 2109 Signs (see attached).

Eldridge: Yes Ross-Williams: Yes Lovejoy Roe: Yes

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Stumbo: Yes Doe: Yes Wilson: Yes

The motion carried unanimously.

- 2. 2nd READING OF RESOLUTION 2017-05, PROPOSED ORDINANCE 2017-473, AMENDING THE TOWNSHIP ZONING CODE, SECTION 401 TO PERMIT RAISING UP TO FOUR (4) HENS ON RESIDENTIAL PARCELS WITH ONE ACRE OR MORE AND REQUESTS THE PLANNING COMMISSION TO REVISIT THIS ORDINANCE AT THE BEGINNING OF 2018 TO REVIEW THE LANGUAGE AND HOST PUBLIC HEARINGS FOR SMALLER LOTS AND ALSO REQUESTS THE PLANNING CONSULTANTS TO RESEARCH OTHER MUNICIPALITIES ORDINANCES ON THIS SUBJECT AND PROBLEMS THEY HAVE EXPERIENCED**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve the 2nd Reading of Resolution 2017-05, Proposed Ordinance 2017-473, Amending the Township Zoning Code, Section 401 to Permit Raising up to Four (4) Hens on Residential Parcels with One Acre or more (see attached).

**Eldridge: Yes Ross-Williams: Yes Lovejoy Roe: Yes
Stumbo: Yes Doe: Yes Wilson: Yes**

The motion carried unanimously.

NEW BUSINESS

- 1. BUDGET AMENDMENT #4**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment #4 (see attached).

The motion carried unanimously.

- 2. REQUEST OF YANKEE AIR FORCE, INC. (YAM) AND MICHIGAN AEROSPACE FOUNDATION (MAF) FOR A ONE YEAR EXTENSION TO THE PD #21-2015 STAGE 1 SITE PLAN AND REZONING APPROVAL GRANTED BY YPSILANTI TOWNSHIP ON MAY 19, 2015 PER RESOLUTION NO. 2015-09 ORDINANCE NO. 2015-444**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve Request of Yankee Air Force, Inc. (YAM) and Michigan Aerospace Foundation (MAF) for a One Year Extension to the PD #21-2015 Stage 1 Site Plan and Rezoning Approval Granted by Ypsilanti Township on May 19, 2016 Per Resolution No. 2015-09 Ordinance No. 2015-444.

The motion carried unanimously.

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3. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR TO APPROVE ISSUANCE OF FIVE (5) FOUNDATION ONLY BUILDING PERMITS FOR NEW HOME CONSTRUCTION FOR THE MANORS AT CREEKSIDE VILLAGE

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request of Michael Radzik, OCS Director to Approve Issuance of Five (5) Foundation only Building Permits for New Home Construction for the Manors at Creekside Village.

The motion carried unanimously.

4. REQUEST AUTHORIZATION OF CONTRACT WITH REIMAGINE WASHTENAW IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request for Authorization of Contract with Reimagine Washtenaw in the Amount of \$5,000.00 Budgeted in Line Item #101-956-000-801-000 (see attached).

The motion carried unanimously.

5. RESOLUTION 2017-07, OPPOSING ELIMINATION AND REDUCTION OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS WHICH ARE VITAL TO THE CHARTER TOWNSHIP OF YPSILANTI RESIDENTS AND ALL WASHTENAW COUNTY RESIDENTS

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Resolution 2017-07, Opposing Elimination and Reduction of U.S. Department of Housing and Urban Development Programs Which are Vital to the Charter Township of Ypsilanti Residents and all Washtenaw County Residents (see attached).

Trustee Ross-Williams stated she was disappointed this was a proposed budget reduction item on the federal level. She said Ypsilanti Township Residents have been helped by these programs.

The motion carried unanimously.

6. REQUEST OF MICHAEL SARANEN, HYDRO STATION MANAGER FOR APPROVAL OF THE RENEWABLE ENERGY CREDITS (RECS) PURCHASE AND SALE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Request of Michael Saranen, Hydro Station Manager for Approval of the Renewable Energy Credits (RECS) Purchase and Sale Agreement (see attached).

The motion carried unanimously.

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- 7. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE THE 2017/2018 FIRE DISPATCHING SERVICE CONTRACT WITH EMERGENT HEALTH PARTNERS, INC. FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2019 IN THE AMOUNT OF \$153,221.01 TO BE BUDGETED OVER TWO YEARS IN LINE ITEM #206-206-000-857-001**

A motion was made by Trustee Eldridge, supported by Trustee Ross Williams to Approve Request of Eric Copeland, Fire Chief to Approve the 2017/2018 Fire Dispatching Service Contract with Emergent Health Partners Inc. for the Period of July 1, 2017 Through June 30, 2019 in the Amount of \$153,221.01 to be Budgeted over Two Years in Line Item #206-206-000-857-001 (see attached).

The motion carried unanimously.

- 8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 130 S. HARRIS RD AND 2074 MCCREGOR IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 130 S. Harris Rd and 2074 McGregor in the Amount of \$20,000.00 Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

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

The meeting was adjourned at approximately 7:25p.m.

Respectfully Submitted,

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

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

Charter Township of Ypsilanti

RESOLUTION 2017-06

**Resolution on Huron Heights/Huron Ridge Apartments
Special Assessment District for
Public Security Cameras**

WHEREAS, the Township Board of the Charter Township of Ypsilanti proposes to install security cameras at the public entrances to the Huron Heights and Huron Ridge Apartments; and

WHEREAS, the Township Board proposes to pay for the purchase and installation of the security cameras; and

WHEREAS, the Township Board proposes the creation of a special assessment district consisting of 2 parcels consisting of the Huron Heights and Huron Ridge Apartments which will be benefited to defray the operation and maintenance cost of the security camera; and

WHEREAS, the Township Board has solicited *Requests for Proposals* for the proposed project describing the security camera improvements, the proposed location of said improvements and estimated costs; and

WHEREAS, Conti Corporation, a video security company, licensed by the State of Michigan, prepared and submitted proposed plans to install, operate and maintain security cameras in public areas located within the boundaries of Leforge Rd., the Huron River and Clark Rd. which consists of 2 parcels with the following estimated costs:

- Township Costs for purchase and installation of 2 security cameras: \$10,000.00
- Total Annual Residents' Cost for maintenance and operation of security cameras: \$13,100.00
(First three years)
- Annual cost per parcel \$ 2,183.34
- Monthly cost per parcel \$ 181.94

WHEREAS, the plans, estimates of cost and proposed special assessment district were filed with the Township Clerk for public examination and notice of the public hearing upon the same was published

and mailed in accordance with the law and statute provided as shown by affidavits pertaining thereto on file with the Township Clerk; and

WHEREAS, in accordance with the aforesaid notices, a hearing was held on the **21st** day of **March, 2017** commencing at **7:00pm** and all persons given the opportunity to be heard in the matter; and

WHEREAS, as a result of the foregoing, the Township Board believes the project to be in the best interests of the Township and of the district proposed to be established therefore;

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. That this Township Board does hereby approve the plans for public security cameras as prepared and presented by the Township's licensed security system contractor and its annual estimate of costs for the operation and maintenance thereof.
2. That this Township Board creates a special assessment district located within the boundaries of Leforge Rd., the Huron River and Clark Rd. to be known as Huron Heights/Huron Ridge Neighborhood Camera Special Assessment District No. 68 within which the costs of the operation and maintenance of the security cameras shall be assessed according to benefits.
3. That on the basis of the foregoing, this Township Board does hereby direct the Supervisor and Assessing Officer to make a special assessment roll in which shall be entered and described all the parcels of land to be assessed with the names of the respective owners thereof if known, and a total amount to be assessed against each parcel of land which amount shall be the relative portion of the whole sum to be levied against the parcels of land in the special assessment district as the benefit to the parcel of land bears to the total

benefit to all the parcels of land in the special assessment district. When the same has been completed, the Supervisor or Assessing Officer shall affix thereto her certificate stating that it was made pursuant to this resolution and that in making such assessment roll, she has, according to her best judgment, conformed in all respects to the directions contained in this resolution and the applicable state statutes.

4. When the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.
5. If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years, on or before October 31st, to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing in such a manner as prescribed by law.
6. That all resolutions and parts of resolutions insofar as they conflict with the provisions of the within resolution be and the same are hereby rescinded.

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. 2017-06 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 21, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2017-04
(In Reference to Ordinance 2017-472)

**A Resolution Amending the Sign Ordinance of the
Charter Township of Ypsilanti**

Whereas, the Township Planning Consultants have recommended certain changes to the Charter Township of Ypsilanti's (Township) Planning Commission (Commission), involving the Sign Ordinance as contained in the Township's Zoning Code specifically Article XXI entitled "**General Provisions**," and specifically, Section 2109 of that Article entitled "**Signs**;" and

Whereas, at its at its regularly scheduled meeting held **February 28, 2017**, the Commission recommended approval of the Planning Consultant's proposed changes to Section 2109 to the Township Board which changes can be summarized as follows:

1. While most sections of the Zoning Ordinance have a stated intent, Section 2109 did not. Sign ordinances having a stated intent and purpose is useful in legal proceedings interpreting their meaning.
2. Definitions: A definition of "**bench sign**" has been added due to current issues involving these types of signs.
3. Permitted Accessory Signs: Temporary signs (i.e. construction, real estate, etc.) are addressed in two sections in the existing ordinance. Ordinance No. 2017-472 consolidates all temporary sign regulations in a single section, Section 2109.3e entitled "**Temporary Signs**."
4. Non-Accessory Signs: The prohibition on advertising tobacco and alcohol has been removed because it is content based as prohibited by United States Supreme Court.
5. Insurance: Township legal counsel has requested that the Ordinance specify an amount of insurance to be carried by businesses "**engaged or continuing in the business of erecting, servicing, repairing or dismantling of signs**" in the amount of one million dollars. This provision only applies to commercial signs.

6. Removal of Abandoned Signs: The existing language has been replaced with a more specific procedure in the proposed Ordinance; and

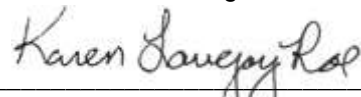
Whereas, proposed Ordinance No. 2017- 472 has revised the current existing Ordinance in such a fashion as to incorporate the above changes recommended; and

Whereas, the Charter Township of Ypsilanti Board of Trustees (Board) agrees with the request of the Planning Commission;

Now Therefore,

Be it resolved, that the Charter Township of Ypsilanti Board of Trustees does hereby approve **Ordinance No. 2017-472** as attached, by deleting in its entirety, current existing Article XXI, Section 2109 of the Township's Zoning Code in its entirety, replacing it with proposed **Ordinance No. 2017-472**, which ordinance reflects the suggestions and input of the Township's Planning Consultant as recommended by the Commission.

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. 2017-04 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 21, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

ORDINANCE 2017-472

An Ordinance Amending the Sign Ordinance of the Charter Township of Ypsilanti

The Charter Township of Ypsilanti hereby ordains that the Sign Ordinance Section 2109, the **Ypsilanti Township Zoning Code**, adopted May 18, 1994, shall be amended as follows:

- I. **Delete in its entirety subsection 2109 – Signs.**
- II. **Add the following new Section 2109 Signs to read as follows:**

Sec. 2109. - Signs:

1. Purpose, Intent and Definitions.

- a. These regulations establish rules and standards for the construction, location, maintenance and removal of all signs except those exempted from regulation by this ordinance. Directional, emergency, or traffic-related signs owned by the township, county, state or federal government agencies are not regulated by this section. The execution of these regulations recognizes that the purpose of this chapter is to protect the interest of public health, safety and welfare and to ensure the maintenance of an attractive physical environment while satisfying the needs of sign users for adequate identification and communication. In order that such purposes can be achieved, the following objectives shall be applied for this ordinance and any future additions, deletions and amendments:
 - (1) General. Ensure that signs are located, designed, constructed, installed and maintained in a way that protects life, health, morals, property and the public welfare.
 - (2) Public Safety. Protect public safety by prohibiting signs that:
 - i. are structurally unsafe or poorly maintained;
 - ii. cause unsafe traffic conditions because they unreasonably distract motorists, have similarities to official traffic signs or hinder vision; and
 - iii. impede safe movement of pedestrians or safe ingress and egress from buildings or sites.
 - (3) Protect Aesthetic Quality of Districts and Neighborhoods. Prevent blight and protect aesthetic qualities by preventing visual clutter and protecting views. Prevent proliferation of signs in residential areas and eliminate abandoned signs and sign structures on unused properties. Avoid glare and light trespass through selection of proper fixture type(s) and location, lighting technology, and control of light levels.
 - (4) Free Speech. Ensure that the constitutionally guaranteed right of free speech is protected and allow signs as a means of communication.
 - (5) Reduce Conflict. Reduce conflict among signs and light and between public and private information systems.

- (6) Business Identification. Allow for adequate signage for business identification and other commercial speech, non-commercial speech, and dissemination of public information, including but not limited to, public safety information and notification as may be required by law.
- (7) Foster Economic Development. Ensure that signs are located in a manner that does not cause visual clutter, blight, and distraction, but rather promotes identification and communication necessary for sustaining and expanding economic development in the city.

b. Sign definitions: The following definitions are related to signs:

- (1) Sign: Any announcement, declaration, display, billboard, illustration and insignia when designed and placed so as to attract general public attention. Such shall be a single sign whenever the proximity, design, content or continuity reasonably suggest a single unit, regardless of any physical separation between parts. Signs shall include banners, bulbs, other lighting devices, streamers, pennants, balloons, propellers, flags or similar devices.

For purposes of this Ordinance, the following additional definitions shall apply:

- (a) Abandoned sign: A sign that is accessory to or associated with a legal use that has been discontinued or terminated.
- (b) Bench sign: A bench or chair or an attachment to a building which provides a bench, chair or seating device which has been painted, or in any other way has attached to it, a sign.
- (c) Billboard: A nonaccessory sign, other than an off-premises directional sign, which does not pertain to the principal use of the premises on which it is located.
- (d) Building-mounted sign: A display sign which is painted on, adjacent to or attached to a building wall, door, window or related architectural feature. Such signs would include, but are not limited to canopy, marquee, wall, window or temporary signs.
- (e) Canopy sign: A sign which is painted on or attached to an awning or canopy.
- (f) Damaged sign: A sign or supporting structure which is torn, damaged, defaced, destroyed or has otherwise been found to be in a damaged condition by the building official.
- (g) Decorative display: A decorative, temporary display designed for the entertainment or cultural enrichment of the public and having no direct or indirect sales or advertising content.
- (h) Entrance sign: Multiple-family residential, condominium, Mobile Home Park and single family residential subdivisions with more than 20 dwelling units or lots may erect signs bearing the name of the development. Such signs shall contain no advertising or information other than the name of the development, status of occupancy, management organization and contact information.
- (i) Erect: To build, construct, attach, hang, place, suspend, affix or paint.
- (j) Front face area: The area of the front wall, including doors and windows, of the principal building facing a public street and where the address or primary public entrance is located. Buildings on corner lots may have up to two front faces if each face satisfies the above criteria. If the building is devoted to two or more uses or businesses, the front face area for each use or business shall be determined by the building official based upon the proportionate share of the building occupied by each use or business.
- (k) Ground sign: A display sign supported by one or more columns, uprights or braces in or on the ground surface. Such signs shall have a maximum of seven feet and minimum of three feet clearance above ground level.
- (l) Illegal sign: A sign for which no valid permit was issued by the township at the time such sign was erected, or a sign which is not in compliance with

the current zoning ordinance and does not meet the definition of a legal nonconforming sign.

- (m) Legal nonconforming sign: A sign for which the township issued a permit at the time such sign was erected, but which is not in compliance with the current zoning ordinance. Such signs must be located outside of any existing right-of-way, away from any public or private easement and wholly upon the parcel to which it is associated. Such signs must have all necessary structural and decorative parts, including, but not limited to supports, sign box or enclosure and electrical equipment. The sign face or sign copy area must be intact and illuminated signs must be capable of immediate illumination.
- (n) Marquee sign: A display sign attached to or hung from a marquee, canopy or other covered structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line. Every marquee sign shall be thoroughly secured to the building by iron or metal anchors, bolts, supports, rods or braces.
- (o) Nameplate: A wall sign denoting the name of the occupant in a residential dwelling unit or denoting only the name and profession of the occupants in a commercial, public or other institutional building.
- (p) Noncombustible material: Any material which will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.
- (q) Off-premises directional sign: A sign which provides direction to a location within the township.
- (r) Portable sign: A sign and sign structure which is not attached to a building and is capable of being moved within the zoning lot on which it is located or from one zoning lot to another.
- (s) Roof sign: A display sign which is erected, constructed and maintained on or above the roof of the building.
- (t) Sign area: The gross surface area within a single continuous perimeter enclosing the extreme limits of a sign, and in no case passing through or between any adjacent elements of same. Such perimeter shall not include any structural or framing elements, lying outside the limits of such sign, and not forming an integral part of the display. For computing the area of any sign, the area shall be deemed to be the total of the combined area of the smallest rectangular figure which can encompass all letters and descriptive matter on the sign.
- (u) Sign, accessory: A sign which pertains to the principal use of the premises.
- (v) Sign copy: Portion of a sign which describes the business or service establishment, including, but not limited to, the name, type of, and nature of said establishment.
- (w) Sign, nonaccessory: A sign which does not pertain to the principal use of the premises.
- (x) Temporary sign: A display sign, banner, or other advertising device constructed of cloth, canvas, fabric, plastic or other light temporary material, with or without a structural frame, or any other sign intended for a limited period of display, but not including decorative displays for holidays or public demonstration.
 - i. Construction: Signs advertising the lots and/or buildings erected in any subdivision or multiple-family development. Display signs for the construction or remodeling of nonresidential buildings, such as, but not limited to, churches and schools. Such signs shall be removed upon completion of construction or upon cessation of work for a period of six months.

- ii. Garage sale: Garage sale signs may be used to advertise a garage sale and shall be promptly removed upon completion of the garage sale.
 - iii. Real estate: Signs advertising the rental, sale or lease of the property upon which they are located.
 - iv. Sale of produce: Such signs may be erected for the period of the local harvest season for the produce being sold. Written permission of the property owner on whose property such sign is located shall be submitted to the office of community standards.
 - v. Special events: Banners and pennants may be erected for special events, including but not limited to "open houses" for new homes or businesses. No banner shall be strung across any public right-of-way except as authorized by the township board and county road commission for special community events only. Banners found to be in a torn, damaged or unsafe condition shall be removed by the owner immediately.
 - vi. Political campaign signs: Signs announcing the candidacy of persons running for public office or issues to be voted upon at an election and other information pertinent to elections are permitted provided permission to locate such signs on private property has been obtained from the owner or occupant of the property on which such signs are located.
- (y) Unsafe sign: A sign that is not properly secured, is in danger of falling or has otherwise been found to be unsafe by the building official.
- (z) Wall sign: A display sign which is painted on, adjacent to or attached to a building wall, door, window or related architectural feature and projecting not more than 18 inches from the wall.
- (aa) Window sign: A sign affixed to a window or so as to be observable from the opposite side of the window to which such sign is located or affixed.

2. General requirements for all signs:

- a. Construction: All signs shall be securely constructed and in conformance with applicable building and electrical codes and standards. Wood products shall be of wolmanized or equal treatment. A lightning grounding device shall be provided where required. All letters, figures, characters or representation in cutout or irregular form, shall be safely and securely built or attached to the sign structure. All signs of a greater area than 24 square feet shall have a surface or facing of noncombustible material. All signs shall be attached by means of metal anchors, bolts or expansion screws. In no case shall any sign be secured with wire, strips of wood or nails.
- b. Accessory to principal use: All signs which direct attention to a business, entertainment, service or commodity must be accessory to the business, entertainment, service or commodity offered, conducted or sold on the premises on which the sign is located, except real estate signs, off-premises directional signs and non-accessory signs specifically allowed in specified districts.
- c. Wind pressure and dead load requirements: Ground, projecting, wall and marquee signs shall be designed and constructed to withstand wind pressure and shall be constructed to receive dead loads as required in the township building code or other ordinances of the township.
- d. Illumination: Internally and externally lighted, reflectorized, glowing and other forms of illumination shall be permitted on all signs. All illumination shall be concentrated on the area of the sign to prevent glare upon the street or adjacent property. No sign shall be illuminated by other than electrical means or devices. All illuminated signs must be in compliance with section 2110 and shall not be of a flashing or intermittent flashing type.

- e. Signs not to constitute a traffic hazard: No sign shall be erected in such a manner as to obstruct free and clear vision or constitute a traffic hazard. No sign shall interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device. No sign shall make use of the words "stop," "look," "danger" or other word, phrase or symbol in a manner that is confusing or misleading. At street intersections, no signs other than municipal traffic control signs shall be located within eight feet of the ground surface in the triangle formed by the property lines paralleling the streets and extending for a distance of 25 feet each way from the intersection of the right-of-way lines at the corner lot.
- f. Face of sign shall be smooth: No nails, tacks or wires shall be permitted to protrude from the front of any sign. This shall not exclude, however, the use of block letters, electrical reflectors, or other devices which may extend over the top and in front of the advertising structure.
- g. Obscene matter prohibited: It shall be unlawful for any person to display upon any sign or other advertising structure any obscene matter.
- h. Public right-of-way: No sign shall be erected or placed within the public right-of-way. The owner of any sign which has been removed by the township from the right-of-way due it is in violation of this provision, shall pay to the township the sum of \$25.00 before recovering the sign. If any sign is not claimed within 14 days, said sign shall be disposed of.
- i. Sign setbacks: All permitted ground and-temporary signs shall be set back not less than 15 feet from all property lines and existing street right-of-way lines unless otherwise specified herein.
- j. Glass in signs: Glass sheets used in any sign for which a permit is required, and in which wire mesh is not imbedded, shall not be less than three-sixteenth inch thick and shall not exceed 100 square inches in area for any one piece. Provided, however, that pieces of glass not less than one-eighth inch thick, covered with metal except for area cut in form letter, numerals, or figures may be used, but the area of such piece of glass shall not exceed 340 square inches. Glass in sheets shall not exceed 720 square inches in area.

3. Permitted accessory signs by use or type of sign:

a. Residential uses:

Sign Type/ Purpose	Ground Entrance	Wall Name Plate							
Sign permit required	Yes	No							
Maximum number of signs	Footnote 1	1							
Maximum sign face area (sq. ft.)	24	2							
Maximum number of sign faces per sign	1	1							

Maximum sign height	6	—							
Setback from property line/right-of-way (feet)	10	—							
Setback from structures (feet)	50	—							
May be illuminated ? (sec. 2110)	No	No							
Maximum length of time for display (days)	—	—							

Footnotes:

- (1) One sign per entrance from a collector road or thoroughfare.
- (2) One ground-mounted sign per side of lot with frontage on a public street and one building-mounted sign per side of building with a public entrance.

b. Non-residential building-mounted signs:

Sign Type	Wall	Canopy	Marquee	Window
Sign permit required	Yes	Yes	Yes	No
Maximum sign face area (sq. ft.)	Footnote(s) 1, 5	Footnote 1	Footnote 1	Footnote 4
Maximum number of sign faces per sign	1	—	3	2
Maximum sign height	Footnote 2	Footnote 2	Footnote 3	—
Minimum height above ground (feet)	—	7	9	—
Setback from property line/right-of-way (feet)	—	5	5	—
May be illuminated? (sec. 2110)	Yes	Yes	Yes	No

Footnotes:

(1) The sign face area of all building-mounted signs shall not exceed ten percent of the area of the front face of the building space occupied by the use associated with the sign, up to a maximum of 240 square feet. For multiple-tenant non-residential buildings, written permission from the building owner to install a sign shall be supplied to the office of community standards, and a minimum of four square feet of available sign face area shall be reserved for each tenant or use, up to the maximum permitted by section 2109.3.b.

(2) Wall and canopy signs shall not extend higher than the height of the face of the building upon which they are located.

(3) Marquee signs may extend up to 15 percent above the height of the face of the building upon which they are located.

(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.

(5) One illuminated time and temperature sign, not exceeding 24 square feet in area, may be included as part of a sign, subject to the requirements of section 2110.

c. Non-residential ground signs:

Maximum height (feet)	Minimum setback required (feet)	Maximum sign face area (sq. ft.) footnotes (2), (3)	Maximum number of signs
6.0	6.0	24.0	Footnote (1)
6.5	6.5	25.5	
7.0	7.0	27.0	
7.5	7.5	28.5	
8.0	8.0	30.0	
8.5	8.5	31.5	
9.0	9.0	33.0	
9.5	9.5	34.5	
10.0	10.0	36.0	

Footnotes:

(1) Not more than one ground sign may be erected accessory to any development parcel or zoning lot, except where otherwise provided for herein. A maximum of two ground signs may be permitted if the development parcel or zoning lot has a minimum of 500 feet of frontage on a collector road or thoroughfare, or a minimum of 700 feet of total frontage on two collector roads or thoroughfares, provided that all ground signs related to the use or uses of the development parcel or zoning lot are in compliance with this ordinance.

(2) The sign face area of one ground sign associated with a non-residential use may be increased to 150 percent of the maximum permitted by section 2109.3.c. if the sign abuts a collector road or thoroughfare with a road right-of-way width of 100 feet or more (or one-half right-of-way width of 50 feet or more).

(3) The sign face area of one ground sign associated with a development parcel or zoning lot that has been improved with a multiple-tenant non-residential building containing five or more separate tenants or uses may be increased to 150 percent of the maximum permitted by section 2109.3.c., provided that written permission from the property owner shall be supplied to the office of community standards for each tenant or use to install sign copy on this sign, and provided that all ground signs related to the use or uses of the development parcel or zoning lot are in compliance with this ordinance.

d. Temporary signs:

Sign Type/ Purpose	Temporary Construction	Temporary Garage Sale	Temporary Special Event	Temporary Real Estate	Temporary Sale of Produce	Temporary Builder Directional	Temporary Political
Sign permit required	Yes	No	No	No	No	No	No
Maximum number of signs	Footnote 1	Footnote 2	Footnote 2	1	1	Footnote 5	---
Maximum sign face area (sq. ft.)	24	4	Footnote 4	4	16	3	16
Maximum number of sign faces per sign	2	2	2	2	2	2	2
Maximum sign height	6	---	---	6	6	3	---
Setback from property line/right- of-way (feet)	10	5	5	5	5	5	---

Setback from structures (feet)	50	—	—	—	—	25	—
May be illuminated? (sec. 2110)	No	No	No	No	No	No	No
Maximum length of time for display (days)	Footnote 3, 6	14 days/year Footnote 3, 6	30 days/year Footnote 3, 6	Footnote 3, 6	120 days/year Footnote 3, 6	Footnote 3, 6	—

Footnotes:

- (1) One sign per entrance from a collector road or thoroughfare.
- (2) One sign per side of lot with frontage on a public street and one sign per side of building with a public entrance.
- (3) A removal agreement or security bond to guarantee removal of the sign may be required. The sign must be removed within three days after completion of the activity for which it was erected.
- (4) Up to ten percent of the area of the front face of the building space occupied by the use associated with the sign.
- (5) Temporary signs, if located on a building, shall not extend higher than the height of the front face of the building.
- (6) Temporary signs shall be located so as to provide adequate traffic circulation and emergency vehicle access, and shall not reduce the number of off-street parking spaces by more than ten percent.

4. Nonaccessory signs:

a. Not adjacent to Interstate 94 (I-94).

- (1) Area and height limitations: No billboard may be erected or maintained of a greater surface area than 300 square feet per sign face or of a greater overall height above ground than 35 feet or the bottom surface of which extends to within less than three feet above the ground surface.
- (2) Location: Billboards may be erected only in I-2, I-3, I-C districts. No billboard may be erected within 500 feet of any residential use or district, hospital, public park, recreation ground, public reservation, bridge, school, library or church, nor within 50 feet of street right-of-way lines at any street intersection and shall have a minimum setback of 25 feet from all property lines or shall meet the setback requirements of the district, whichever is greater. Billboards shall be located no closer to one another than 1,000 feet.
- (3) Material required: All billboards shall have a surface or facing of noncombustible material. No wood products or other combustible materials shall be permitted to support such signs.

(4) Limitations: No billboard shall be approved at any time when there are 20 or more billboard sign faces in the township except for that a new billboard structure may be granted approval only in exchange for the removal of four nonconforming billboard faces.

b. Adjacent to Interstate 94 (I-94).

(1) Area and height limitations: No billboard may be erected or maintained of a greater surface area than 672 square-feet per sign face or of greater overall height above ground than 50 feet or the bottom surface of which extends to within less than three feet above the ground surface.

(2) Location: Billboards may be erected only in I-1, I-2, I-3 or I-C zoning districts. No billboard may be erected within 500 feet of any residential use or district, hospital, public park, recreation ground, public reservation, bridge, school, library or church and shall have a minimum setback of 25-feet from all property lines or shall meet the setback requirements of the district for which it is located, whichever is greater. Billboards shall be located no closer to one another than 1,000-feet on the same side of the given thoroughfare.

(3) Material required: All billboards shall have a surface of facing of noncombustible material. No wood products or other combustible materials shall be permitted to support such signs.

(4) Limitations: No billboard shall be approved at any time when there are 20 or more billboard sign faces in the township except for that a new billboard structure may be granted approval only in exchange for the removal of four nonconforming billboard faces.

5. Electronic changeable message signs and billboards:

a. Such signs shall contain static messages only and shall not have movement or flashing on any part of the sign structure, design or pictorial segments of the sign, nor shall such sign have varying light intensity during display of any single message.

b. Each display on an electronic changeable sign shall remain fixed for a minimum of ten seconds.

c. When a message on an electronic changeable sign is changed, said change shall be accomplished immediately. No fading of the copy shall be permitted.

d. No auditory message or mechanical sounds may be emitted from the sign.

e. Electronic changeable message signs may not operate at brightness levels of more than 0.30 foot candles above ambient light level as measured at the following distances:

Sign Square Feet	Distance (feet)
<300	150
301-378	200
379-672	250
>672	350

f. The owner of said electronic changeable message sign shall arrange for an annual certification of the foot candles showing compliance by a certified independent contractor and supply said certification to the Ypsilanti Township Office of Community Standards.

- g. Each sign shall have a light sensing device that will adjust to the brightness of the display as the natural ambient light conditions change.
 - h. All electronic changeable message signs shall conform to all Michigan Department of Transportation rules and regulations.
6. Prohibited signs: The following signs are prohibited within the township:
- a. It shall be unlawful for any person to display upon any sign or other advertising structure any obscene material.
 - b. Portable signs, swinging signs or any signs which incorporate flashing or moving lights or animation.
 - c. String lights used in connection with business premises for commercial purposes other than holiday decorations.
 - d. Any sign unlawfully installed, erected or maintained.
 - e. Signs on trees, utility poles or benches, whether located on public or private property.
 - f. Signs mounted on the roof of a building or extending above the height of the front face of the building upon which it is mounted, except where otherwise permitted herein.
 - g. Posting prohibited: No person shall post any placard, poster or other advertising matter on any post, tree or other object within any street area or upon any public property, except legal notices which shall be posted on boards established at three places designated by the township. No person, except an officer of the township, shall post any notice on such boards or remove or mutilate any notice posted thereon.
7. Permits and fees: It shall be unlawful for any person to erect, repair, alter or relocate a sign, repair a nonconforming sign damaged by winds, vandalism, fire or an act of God unless the appropriate permits have first been obtained from the building official and the required permit fees have been paid to the township according to the schedule established by resolution of the township board.
- a. Signs for which a permit is not required:
 - (1) Repairs to an existing sign: Repair of a sign damaged by winds, vandalism, fire or an act of God provided that the sign is in conformance with the current zoning ordinance standards, that the sign is restored to its original design and that all work is in compliance with necessary structural and electrical codes.
 - (2) Service on an existing sign: Painting, servicing or cleaning of existing signs shall not require a sign permit unless a structural change or any change to the sign box or enclosure is made.
 - (3) Nameplates, not exceeding two square feet in area.
 - (4) Memorial signs or tablets, building names and dates of construction when cut into any masonry surface or when constructed of bronze or aluminum.
 - (5) Traffic or other municipal signs, legal notices, danger and such temporary emergency or non-advertising signs as may be approved by the township.
 - (6) Gasoline price signs not exceeding six square feet on pump islands.
 - (7) Political campaign signs in conformance with section 2109.3.
 - (8) Directional signs: Signs regulating on-site traffic and parking of not more than four square feet in area. One such sign for each public entrance from a collector or arterial street up to a maximum of two such signs per zoning lot or development parcel.
 - (9) Posting of no more than one "Private Property" or similar notice per side of a residential zoning lot with frontage on a public street, provided that the lot is greater than one acre in size. Such signs shall be no more than 1.5 square feet in area and located a minimum of five feet from any lot line or right-of-way line.

- (10)Flags bearing the official design of a nation, state, municipality, educational institution or organization as approved by the building official.
 - (11)Barber poles when a minimum of seven feet above the pedestrian right-of-way.
 - (12)Non-illuminated window signs on the inside of windows in non-residential districts that do not obstruct vision by more than 20 percent.
 - (13)Menu boards at drive-through restaurants with a maximum size of 60 square feet.
- b. Permits required:
- (1) Sign permit: see section 2109.3.a—d.
 - (2) Building permit: Required for all permanent building-mounted and ground signs, except such signs that are painted on an existing wall.
 - (3) Electrical permit: Required for all illuminated signs or signs in which electrical wiring will be used in connection with the structure.
- c. Sign permit application: Applications for permits shall be made upon forms provided by the building official and shall contain or have attached thereto the following information:
- (1) Name, address and telephone number of the applicant.
 - (2) Sketch plan: Three copies of a sketch plan in compliance with section 2115 that includes the lot survey, easements and setback dimensions, location of all buildings, other structures and all proposed and existing signs on the development parcel or zoning lot where such signs are to be erected. Elevation drawings of all buildings on the site shall be provided showing the location of all existing and proposed building-mounted signs.
 - (3) Construction drawings: Three blueprints or drawings of the plans, specifications, methods of construction and installation, materials list and method and type of illumination for each sign. All construction drawings or attachment details shall be signed and sealed by a licensed design professional.
 - (4) A photometric grid that is in conformance with section 2110 must be overlaid on the sketch plan showing the location of each proposed sign and the overall light intensity (in foot-candles) from all existing and proposed sources of illumination throughout the area affected by the proposed sign.
 - (5) Copy of stress sheets and calculations showing the structure is designed for dead load and wind pressure in any direction in the amount required by this and all other laws and ordinances of the township. Provided, further, that where the building official deems it advisable, he may require the approval of the structural design by a registered architect or engineer.
 - (6) Name of person, firm, corporation or association erecting the sign or sign structures.
 - (7) Written and notarized consent of the owner where the sign is to be erected on vacant land.
 - (8) Insurance policy or bond as required by section 2109.8.
 - (9) Removal agreement: The township may require a signed removal agreement satisfactory to the township attorney for the removal of certain signs as applicable. A bond or other acceptable surety to guarantee such removal may also be required.
 - (10)Other information that the building official may require to show full compliance with this and all other township ordinances.
- d. Sign permit issued if application in order: It shall be the duty of the building official, upon the filing of a complete application for a sign permit, to examine the plans and specifications and other data. If the proposed structure is in compliance with

all requirements of the zoning ordinance and applicable building and electrical codes, the appropriate permits shall be issued within thirty (30) days.

- e. Sign permit revocability: All work associated with a sign permit shall be completed within six months after date of issuance. Such rights and privileges accrued under the provision of this ordinance are mere licenses and may be immediately revoked upon the violation of any of the conditions contained herein.
8. Insurance: Every person, before engaging or continuing in the business of erecting, servicing, repairing or dismantling signs in Ypsilanti Township, shall first furnish the township a public liability insurance policy in an amount of no less than one (1) million dollars in a form that is satisfactory to the township attorney. This policy must indemnify the Charter Township of Ypsilanti and its prior, present and future officials, representatives and employees from all damage suits or actions of every nature brought or claimed against the erector for or on account of injuries or damages to persons or property received or sustained by any person or persons through any act of omission or negligence of said erector, his servants, agents or employees in the erection, repair, service or dismantling of any sign. Said policy shall contain a clause whereby it cannot be canceled or changed until after a written notice of intention to cancel has been filed with the township clerk and building official at least 30 days prior to the date of cancellation.
9. Legal nonconforming signs: Non-conforming signs are those signs lawfully erected prior to the adoption of this Ordinance. All existing legal nonconforming signs shall be permitted to continue as such until removed or until changes other than painting or servicing are made, at which time they shall conform to the provisions of this ordinance. The zoning official may permit a reduction of the minimum required setback for ground signs from property lines and street rights-of-way to allow changes to an existing legal nonconforming ground sign, subject to the following:
 - a. The sign is located outside of any street right-of-way.
 - b. The sign is in compliance with section 2109.2 (general requirements for all signs).
 - c. The sign is in compliance with section 2109.3 maximum height and sign face area standards.
10. Class A nonconforming sign designation: Class A nonconforming signs shall be considered to be conforming signs for purposes of repair, service or the changing of sign copy in a manner that does not require structural changes or any change to the sign box or enclosure. The planning commission may grant a Class A nonconforming sign designation in those instances where a determination is made after public hearing that the continuance of a nonconforming sign meets both the criteria found in section 2102.3 and the following:
 - a. The granting of a continuance of the nonconforming sign will not create unfair advertising advantage over other properties in conformance with the sign provisions of this article.
 - b. A nonconforming use shall not be permitted to add additional signs to the building or premises. Existing signs accessory to nonconforming uses may be maintained.
11. Enforcement: It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, or move any sign or structure in the township, or cause or permit the same to be done in violation of any of the provisions of this article. Any sign unlawfully erected or altered may be removed by the township at the expense of the sign owner. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.
12. Removal of abandoned, damaged, illegal or unsafe signs:
 - a. Abandoned signs:
 - (1) Any sign located on property in the Township that has been vacant for more than one hundred and twenty (120) days, and any sign that pertains to a use or activity that no longer exists on property in the Township, shall be presumed to have been abandoned
 - (2) At such time as the Building Official shall become aware of the sign that is presumed to have been abandoned under subsection (1) of this section, a

notice of sign abandonment declaring that the sign is deemed abandoned, and directing the removal of the sign, shall be sent to the owner of the property.

- (3) If the owner of the property to whom such a notice has been sent claims that the sign has not been abandoned, such owner shall, within sixty (60) days from the date of the notice, file a written response to the Building Official stating facts which rebut the presumption of abandonment and demonstrate the intent not to abandon the sign.
- (4) At the end of such sixty (60) day period, if a written response stating facts to rebut the presumption of abandonment has not been submitted to the Building Official, the sign shall be deemed abandoned, and a notice to such effect shall be sent to the owner.
- (5) If a written response stating facts to rebut the presumption of abandonment has been submitted to the Building Official, and if the response demonstrates in the discretion of the Building Official that the sign has not been abandoned, the sign shall be permitted to remain until further evidence of abandonment appears, or some other basis for removal arises. If the Building Official determines that the response fails to demonstrate that the sign has not been abandoned, the notice of sign abandonment, and the response from the owner, shall be placed upon the agenda of a meeting of the Zoning Board of Appeals, and notice of the time, place and date of the meeting shall be sent to the owner. After a review of the notice and response, and after affording an opportunity to be heard by the owner and the director, together with any and all other information and argument deemed appropriate by the Zoning Board of Appeals, the Zoning Board of Appeals shall make a final determination with respect to whether the sign has been abandoned.
- (6) Any sign deemed abandoned under subsection (4), or found by the Zoning Board of Appeals to be abandoned under subsection (5) shall be removed within ten (10) days of such determination, and a failure to do so shall constitute a violation of this section.

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.

- b. Damaged signs: Damaged signs shall be repaired, replaced or removed within ten days of the damage by the owner, agent or person having the beneficial use of the building or structure upon which said sign shall be found. Such signs may be removed by the building official 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 ten days. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.
 - c. Illegal signs: Illegal signs may be removed by the building official 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.
 - d. Unsafe signs: Unsafe signs shall be immediately removed or made to conform to the provisions of this article by the owner, agent or person having the beneficial use of the building or structure upon which said sign shall be found. If such action is not taken within 24 hours, the unsafe signs may be removed by the building official at the expense of the sign owner. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.
13. Sign maintenance: The building official may order the removal of any sign that is not maintained in accordance with the provisions of this article. Such signs may be removed by the building official 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.

- a. Maintenance: All signs for which a permit is required, together with all their supports, braces, guys and anchors, shall be maintained in good working order; and when not galvanized or constructed of approved corrosion-resistant, noncombustible materials, shall be painted when necessary to prevent corrosion. The exteriors of all signs, supporting members, painted surfaces, advertising materials and lettering shall be kept painted and in good repair, so as to present a neat and orderly appearance. All bulbs or component parts of the sign, including the electrical switches, boxes and wiring used in the illumination of the sign must be well maintained and in good repair.
- b. Housekeeping: It shall be the duty and responsibility of the owner or lessee of every sign to maintain the immediate premises occupied by the sign in a clean, sanitary and healthful condition.

Severability

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

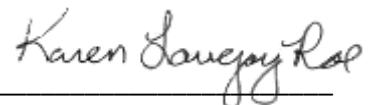
Publication

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. 2017-472 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on March 21, 2017 after first being introduced at a Regular Meeting held on March 7, 2017. The motion to approve was made by member Roe and seconded by member Wilson YES: Stumbo, Roe, Doe, Eldridge, Ross Williams, Wilson ABSENT: Jarrell Roe NO: None ABSTAIN: None.



Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

Published: Monday, March 27, 2017

Charter Township of Ypsilanti

RESOLUTION NO. 2017-05 **(In Reference to Ordinance 2017-473)**

Amending the Township Zoning Code, Section 401 to permit raising up to four (4) hens on residential parcels with one acre or more.

Whereas, the Township has seen an increased interest in raising chickens in residential backyards for the benefit of consuming fresh home grown eggs;

Whereas, the Ypsilanti Township Zoning Code Section 401 currently allows chickens to be raised on parcels of at least five (5) acres;

Whereas, the Township Board desires to allow up to four (4) hens to be raised on parcels with a minimum of one acre provided certain standards regarding the construction and location of enclosures; the disposal of waste material associated with raising chickens; and

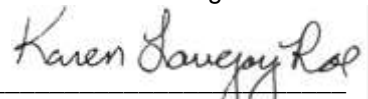
Whereas, Ordinance 2017-473 sets standards for the location, size, construction and maintenance of up to four (4) hens;

Whereas, allowing a maximum of four (4) hens to be raised on parcels with one acre or more will improve the health and quality of life of Township residents;

Now, Therefore,

Be it resolved, that Ordinance No. 2017-473 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. 2017-05 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 21, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

ORDINANCE NO. 2017-473

An Ordinance amending the Charter Township of Ypsilanti Code Ordinance No. 74, Section 401, describing principal uses permitted in R-1 through R-4 One Family residential districts:

The Charter Township of Ypsilanti hereby ordains that Section 401, of the Ypsilanti Township Zoning Code, adopted May 18, 1994, shall be amended as follows:

I. Delete in its entirety Section 401 entitled Principal Uses

II. Add the following new section 401 entitled Principal Uses Permitted

Sec. 401. - Principal uses permitted:

In a one-family residential district, no building or land shall be used and no building shall be erected except for one or more of the following specified uses unless otherwise provided in this ordinance:

1. One-family detached dwellings.
2. Farms on those parcels of land separately owned outside the boundaries of either a proprietary or supervisor's plat, having an area of not less than five acres, all subject to the health and sanitation provisions of the Township of Ypsilanti and provided further that no farms shall be operated as piggeries, or for the disposal of garbage, sewage, rubbish, offal or rendering plants, or for the slaughtering of animals except such animals as have been raised on the premises or have been maintained on the premises for at least a period of one year immediately prior thereto and for the use and consumption by persons residing on the premises.
3. Publicly owned and operated libraries, parks, parkways and recreational facilities.
4. Public, parochial and other private elementary schools offering courses in general education, and not operated for profit.
5. Family day care homes for up to six children, to be registered by the state department of social services.
6. Home occupation subject to the following:
 - a. No home occupation shall be permitted that:
 - (1) Changes the outside appearance of the dwelling or is visible from the street.
 - (2) Generates traffic, parking, sewerage or water use in excess of what is normal in the residential neighborhood.
 - (3) Creates noise, vibration, glare, fumes, odors or results in electrical interference, or becomes a nuisance.
 - (4) Results in outside storage or display of anything including a sign.
 - (5) Requires the employment of anyone in the home other than one dwelling occupant.
 - (6) Requires exterior building alterations to accommodate the occupation.
 - (7) Occupies more than 20 percent of the ground floor area of the dwelling, or 50 percent of a detached garage.

- (8) Requires parking for customers or visits for business purposes that cannot be accommodated on the site and/or not exceeding one parking space at curb side on the street.
 - (9) Requires the delivery of goods or the visit of customers before 6:00 a.m. and after 8:00 p.m.
 - (10) Would generate 20 or more customers or visits for business purposes by persons per week.
- b. The following are permitted home occupations provided they do not violate any of the provisions of the previous paragraph:
- (1) Dressmaking, sewing and tailoring.
 - (2) Painting, sculpturing or writing.
 - (3) Telephone answering.
 - (4) Home crafts, such as model making, rug weaving and lapidary work.
 - (5) Tutoring, limited to four students at a time.
 - (6) Computer application not including sale of computers.
 - (7) Salesperson's office or home office of a professional person.
 - (8) Laundering and ironing.
 - (9) Repair of clocks, instruments or other small appliances which do not create a nuisance due to noise, vibration, glare, fumes, odors or result in electrical interference.
 - (10) Barbershops and beauty parlors; limited to one operator.
 - (11) Dance studios; limited to four students at a time.
- c. The following are prohibited as home occupations:
- (1) Private clubs.
 - (2) Repair shops which may create a nuisance due to noise, vibration, glare, fumes, odors or electrical interference.
 - (3) Restaurants.
 - (4) Stables or kennels.
 - (5) Tourist homes.
 - (6) Automobile repair or paint shops.
 - (7) Medical marijuana dispensaries.
 - (8) Medical marijuana nurseries.
- d. Any proposed home occupation that is neither specifically permitted by paragraph b. nor specifically prohibited by paragraph c. shall be considered a special use and be granted or denied upon consideration of those standards contained in paragraph a. above and under the procedures specified in sec. 402.
- e. Home occupation permits shall be limited to the applicant who legally resides in the residence.
- f. Home occupation shall be based on a permit for such home occupation.
7. The keeping of up to 4 hens on those parcels of land separately owned outside the boundaries of either a proprietary, supervisor's plat or site condominium and having an area of not less than one acre; subject to the health and sanitation provisions of the Township of Ypsilanti subject to the following:
- a. The principle use of the property where the hens are to be kept is as a single-family dwelling as defined by the Township Zoning Ordinance
 - b. Hens may only be kept by a person permanently residing at the subject residence.

- c. The keeping of roosters shall be prohibited
 - d. Chickens shall be provided with a secure, well-ventilated, roofed, and lockable structure (heretofore referred to as a “hen house”) which shall not exceed 25 square feet in area.
 - e. A covered enclosure or fenced enclosure, constructed in a workmanlike manner, shall be erected around the hen house to prevent the hens from leaving the enclosed area.
 - f. No enclosure shall be located closer than twenty (20) feet from a property line nor shall it be located closer than forty (40) feet to any adjacent residential structure.
 - g. Both the hen house and the fenced pen, run, or enclosure must be located in the rear yard
 - h. All enclosures for the keeping of chickens shall be constructed or repaired to prevent rats, mice or other rodents from being harbored underneath, within, or within the walls of the enclosure.
 - i. All food shall be stored indoor and within a rodent-proof container.
 - j. The slaughtering of hens shall be prohibited.
 - k. Waste materials (feed, manure and litter) should be disposed of in an environmentally responsible manner. The materials can be composted or bagged and disposed of in the trash. It is not acceptable to pile waste materials on the property.
8. Accessory buildings and uses customarily incident to any of the above permitted uses.

Severability Clause

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 be 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. 2017-473 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on March 21, 2017 after first being introduced at a Regular Meeting held on March 7, 2017. The motion to approve was made by member Roe and seconded by Ross Williams YES: Stumbo, Roe, Doe, Eldridge, Ross Williams, Wilson ABSENT: Jarrell Roe, NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: Monday, March 27, 2017

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

March 21, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$10,000.00

Request to increase budget to purchase and install cameras for a proposed special assessment district for Huron Heights and Huron Ridge Apartments. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$10,000.00
		Net Revenues	<u><u>\$10,000.00</u></u>

Expenditures:	Capitol Outlay-Neighborhood Cameras	101-970-000-972.000	\$10,000.00
		Net Expenditures	<u><u>\$10,000.00</u></u>

397 - DEBT FUND SERIES B BOND (SEAVER PROPERTY BONDS)

Total Increase \$332,951.00

Request to increase the debt repayment line in order to make an additional pay down of the series B bond . The Board discussed and gave direction to use the \$332,951 (net proceeds) from the perpetual easement agreement with SBA Network Service, LLC for the cell tower located at 1865 Cadillac to pay down bond debt at the September 20, 2016 Board meeting . The funds were deposited into the Debt Fund Series B Bond Fund on December 16, 2016. The funds are currently part of the fund balance for 2017. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	397-000-000-699.000	\$332,951.00
		Net Revenues	<u><u>\$332,951.00</u></u>

Expenditures:	Debt Repayment - Bonds -Seaver	397-991-000-020.000	\$332,951.00
		Net Expenditures	<u><u>\$332,951.00</u></u>

Motion to Amend the 2017 Budget (#5):

Move to increase the General Fund Budget by \$10,000 to \$8,570,635 and approve the department line item changes as outlined.

Move to increase the Debt Fund Series B Bond budget by \$332,951 to \$839,951 and approve the department line item changes as outlined.

REVENUE CONTRACT
Charter Township of Ypsilanti

AGREEMENT is made this 22 day of March, 2017, by the CHARTER TOWNSHIP OF YPSILANTI located at 7200 Huron River Drive, Ypsilanti, MI 48197 and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County").

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

ARTICLE I - SCOPE OF SERVICES

The COUNTY will allocate and fully support a dedicated, half-time professional project manager to lead the ReImagine Washtenaw regional planning effort, and, in addition, provide space for meetings of the Joint Technical Committee (JTC), coordinate monthly JTC meetings, coordinate submittal of grant applications, coordinate special projects, conduct research, and other tasks, as determined necessary and appropriate by the JTC.

ARTICLE II - COMPENSATION

The Charter Township of Ypsilanti will pay the COUNTY an amount not to exceed five thousand dollars, paid in advance.

ARTICLE III - TERM

This contract begins on January 1, 2017 and ends on December 31, 2017.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE V - EQUAL ACCESS

The County shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE VI - ASSIGNS AND SUCCESSORS

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

ARTICLE VII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving one hundred eighty (180) days written notice to the other party.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the Charter Township of Ypsilanti and the County, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE IX - CHOICE OF LAW AND FORUM

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

ARTICLE X - EXTENT OF CONTRACT

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

ARTICLE XI - ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

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

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

YPSILANTI CHARTER TOWNSHIP

By: _____
Department/Division Head (DATE)

By: Brenda Stumbo 3-22-17
Brenda Stumbo (DATE)
Charter Township of Ypsilanti Supervisor

APPROVED AS TO FORM BY

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

By: Karen Lovejoy Roe 3-22-17
Karen Lovejoy Roe (DATE)
Charter Township of Ypsilanti Clerk

Charter Township of Ypsilanti

Resolution 2017-07

OPPOSING ELIMINATION AND REDUCTION OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS WHICH ARE VITAL TO THE CHARTER TOWNSHIP OF YPSILANTI RESIDENTS AND ALL WASHTENAW COUNTY RESIDENTS

WHEREAS, On March 8, 2017 the Washington Post reported on proposed budget cuts to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, among other significant cuts, the proposed HUD budget:

- Cuts funding for public housing repairs by \$1.3 billion or 68%.
- Cuts funding for Housing Choice Vouchers by \$300 million, not including the additional resources that would be needed to cover inflationary costs. This is equal to 200,000 vouchers being lost.
- Cuts funding that would result in about 12,000 homes for seniors and 6,000 homes for people with disabilities being lost.
- Eliminates Community Development Block Grant (CDBG).
- Eliminates HOME Investment Partnership Program.

WHEREAS, The HUD Community Development Block Grant (CDBG) and HUD HOME Investment Partnership (HOME) programs are operated in Washtenaw County by the Washtenaw County Office of Community and Economic Development, and together with other federal funding support have provided Habitat for Humanity (Ypsilanti Township) and the Charter Township of Ypsilanti combined funds of \$6,000,000 from 2009 to 2017; and

Whereas, the HUD Home, CDBG and other federal funding support of \$6,000,000 from 2009 to 2017 has been leveraged to generate an additional \$30,910,887 of private funds and 49,500 home volunteer hours to provide programming, health and human services, weatherization, home ownership and home repair; and

WHEREAS, Ypsilanti Township in partnership with Habitat for Humanity utilizes CDBG and HOME funding to stabilize neighborhoods that were devastated with the Financial and Home Crisis beginning in 2008 losing over 1/3 of their taxable value; and

WHEREAS, in Ypsilanti Township the number of abandoned houses, left by the Mortgage Companies and Banks that walked away, would have increased to the point of no return and remain in dire conditions and create unsafe buildings for crime to occur without the HUD HOME/CDBG funds that were leveraged with Habitat for Humanity and rehabilitated; and

WHEREAS, many Ypsilanti Township neighborhoods have been stabilized and home values are beginning to increase due in large measure because of the HUD HOME/CDBG funds leveraged to bring private investment into the Township; and

WHEREAS, the HUD HOME/CDBG funds have enabled many Ypsilanti Township residents to now own a home and pay taxes of over \$1,000,000 between 2009-2017, that would never have occurred without the HUD funding; and

WHEREAS, CDBG funds have been utilized in Ypsilanti Township to provide infrastructure maintenance and improvements that would not have occurred without the HUD funding because Ypsilanti Township lost over 1/3 of the taxable value beginning in 2008 and struggled to maintain police and fire services and desperately needs the continued HUD funding to maintain roads, park equipment, senior citizens and community recreation facilities; and

WHEREAS, For FY 2017 alone Washtenaw County received nearly \$3,000,000 in CDBG, HOME and Emergency Solutions Grant (ESG) funding; and

WHEREAS, CDBG, HOME and ESG programs provide critical community infrastructure, neighborhood stabilization, human services, homelessness prevention, and affordable housing resources for Washtenaw County residents; and their elimination would have disastrous impacts on quality of life for our neighborhoods and residents; and

WHEREAS, Public housing and Housing Choice Voucher programs are operated locally by the Ann Arbor Housing Commission (AAHC); and

WHEREAS, The AAHC provides vouchers to over 2000 families in Washtenaw County and rent subsidies to an additional 500 homeless households – including veterans – that would be at risk as a result of these cuts; and

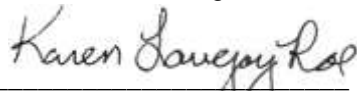
WHEREAS, cuts in HUD HOME/CDBG funding to Ypsilanti Township will result in a loss of property taxes gained through rehabilitated homes, an increase in abandoned homes and an increase in deteriorating houses and increased crime; and

WHEREAS, These reductions in funding will hurt local businesses, destabilize neighborhoods and limit access to critical human services for residents in need;

NOW THEREFORE BE IT RESOLVED, the **Charter Township of Ypsilanti** calls on the Washtenaw County delegation to the United States Senate and United States House of Representatives to actively oppose this HUD budget unless funding for these vital programs is protected; and

BE IT FURTHER RESOLVED, Copies of this resolution shall be provided to U.S. Senators Debbie Stabenow and Gary Peters, U.S. Representatives Debbie Dingell and Tim Walberg, and Governor Rick Snyder.

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. 2017-07 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 21, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RENEWABLE ENERGY CREDITS ("RECs") PURCHASE AND SALE AGREEMENT ("Agreement")

Buyer:	Charter Township of Ypsilanti	Address: 7200 South Huron River Dr. Ypsilanti, MI 48197
Buyer Contact :	Contact Name: Brenda Stumbo, Supervisor	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, Operator Brenda Stumbo, Supervisor	Contact Telephone Number: 734-544-3690 Contact Fax Number: 734-544-3626 Contact E-mail:
Transaction Date:		
Product:	Michigan RECs/IRECs	
Vintage:	May 2015 to March 2016	
Quantity:	1296	
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; 1,296 RECs/IRECs on or before April 14, 2017.	
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>	

Event of Default. 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).

Remedies upon Default. If either Party is in default, the non-defaulting party may select any or all of the following 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:			
Signature:	Title:	Signature:	Title:	Signature:	Title:	Signature:	Title:
<i>Brenda L. Stumbo</i>	<i>Supervisor / clerk</i>	<i>Brenda L. Stumbo</i>	<i>Supervisor / clerk</i>	<i>Brenda L. Stumbo</i>	<i>Supervisor / clerk</i>	<i>Brenda L. Stumbo</i>	<i>Supervisor / clerk</i>
Printed Name:	Date:	Printed Name:	Date:	Printed Name:	Date:	Printed Name:	Date:
<i>Brenda L. Stumbo</i>	<i>March 22, 2017</i>	<i>Brenda L. Stumbo</i>	<i>March 22, 2017</i>	<i>Brenda L. Stumbo</i>	<i>March 22, 2017</i>	<i>Brenda L. Stumbo</i>	<i>March 22, 2017</i>

147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	May-15	MIRECS-R	106
147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	May-15	MIRECS-IF	11
147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Jun-15	MIRECS-R	258
147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Jun-15	MIRECS-IF	25
147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Jul-15	MIRECS-R	128
147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Jul-15	MIRECS-IF	12
147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Aug-15	MIRECS-R	57
147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Aug-15	MIRECS-IF	5
147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Sep-15	MIRECS-R	33
147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Sep-15	MIRECS-IF	3
147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Oct-15	MIRECS-R	27
147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Oct-15	MIRECS-IF	2
147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Nov-15	MIRECS-R	126
147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Nov-15	MIRECS-IF	10
147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Dec-15	MIRECS-R	140
147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Dec-15	MIRECS-IF	13
147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Jan-16	MIRECS-R	153
147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Jan-16	MIRECS-IF	11
147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Feb-16	MIRECS-R	134
147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Feb-16	MIRECS-IF	12
147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Mar-16	MIRECS-R	30



1200 State Circle
Ann Arbor, MI 48108-1691
734.302.3100

FIRE DISPATCHING SERVICE AGREEMENT

BETWEEN

EMERGENT HEALTH PARTNERS, INC.

AND

YPSILANTI CHARTER TOWNSHIP

This Fire Dispatching Service Agreement, effective the 1st day of July, 2017, between the **YPSILANTI CHARTER TOWNSHIP**, 222 S. Ford Blvd., Ypsilanti MI 48198, a municipal corporation ("**Township**"), on behalf of the Ypsilanti Charter Township Fire Department ("**Fire Department**"), and **EMERGENT HEALTH PARTNERS, INC.**, 1200 State Circle, Ann Arbor, Michigan 48108, a Michigan nonprofit corporation, ("**EHP**").

WITNESSETH:

Whereas, Township is contracting with EHP to provide the Fire Department with certain dispatching services according to the terms of this Agreement; and

WHEREAS, EHP is currently operates a secondary public safety answering point and is engaged in the communication and dispatch of fire departments and ambulance services; and

WHEREAS, Township and EHP mutually desire and agree that EHP shall provide communications and dispatching services, on behalf of the Fire Department,

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

SECTION 1

SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY EHP

1.1 General Statement. EHP shall provide the following fire dispatching and communications services, including equipment and personnel on behalf of the Fire Department on an exclusive, "as needed" basis, twenty-four (24) hours a day, three hundred sixty-five (365) days a year, pursuant to the terms of this Agreement.

1.2 Dispatching and Communications Services ("**Services**").

1.2.1. **Services**. EHP shall provide the following services to the Fire Department:

- a. Answer 9-1-1 calls, other telephone lines, and radio channels for the purpose of receiving, documenting, and recording requests for Fire Department services.
- b. Promptly notify the Fire Department of valid requests for Fire Department services ("**Service Request**") pursuant to guidelines, policies, procedures, and protocols established by EHP and approved by the Fire Department.
- c. Maintain radio coordination of service requests. Monitor, document, and record Fire Department communications activity.
- d. Cooperate fully with the Fire Department in any individual review of a Service Request.
- e. Cooperate fully in an annual review and in the development, preparation, and filing of administrative reports as may be reasonably required by the Fire Department for its appropriate operation.
- f. Make available such records as may be reasonably necessary and relevant to verify the number of Fire Department Service Requests made by EHP, and to verify EHP's actual dispatching costs, for purposes of establishing the annual fixed fee per dispatch to be paid by the Township to EHP pursuant to Section 3 of this Agreement.
- g. Neither EHP nor any of its personnel, in their capacity as providing Services pursuant to this Agreement, shall in any way be involved in the fire suppression or other direct activities of the Fire Department,

1.2.2. **Exceptions to Services**. EHP's obligations for Services pursuant to this Agreement are limited, however, by EHP's technical ability to adequately receive telephone information, as well as receive and transmit radio transmissions. The parties acknowledge that callers reporting emergencies are often difficult to understand and locate. The parties further acknowledge that EHP and the Fire Department utilize communications systems that neither party owns or maintains. EHP shall not be obligated to provide services pursuant to this Agreement if it is unable to do so for any reasons beyond its reasonable control.

1.3 **Telecommunications Equipment**. EHP agrees to provide Services using appropriate telecommunications equipment, including radio control consoles, radio base stations, telephone answering equipment, computer aided dispatch software, and telephone recording equipment. For the equipment that EHP owns and controls, EHP shall be responsible for the maintenance and repair of the above-mentioned telecommunications equipment.

1.4 **Personnel**. EHP shall provide qualified personnel to provide communications and dispatch service pursuant to this Agreement.

1.5 **Performance Standards**. EHP shall provide Services in good faith, in a timely manner, and accordance with industry standards.

1.6 Compliance with Law, Rules, and Regulations. In its performance of this Agreement, EHP shall comply with all laws, rules, regulations, ordinances and permits relevant to the provision of Services.

1.7 Non-Discrimination. EHP will not discriminate against any individual that requests Services, nor any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of EHP's business).

SECTION 2

SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY THE YPSILANTI CHARTER TOWNSHIP FIRE DEPARTMENT

2.1 General Statement. The Fire Department shall retain ultimate authority and control over its own governance and operations.

2.2 Communications and Computer Equipment. The Fire Department shall provide and be responsible for its own radio communications and computer equipment for its individual stations, trucks and personnel.

2.3 Specialized Communications and Computer Equipment. It will be the responsibility of the Fire Department to provide to EHP any specialized communications or computer equipment, which is unique to its specific needs, and not used by EHP or the other fire departments that it provides Services for.

2.3 Compliance with Laws, Rules and Regulations. The Fire Department shall comply with all necessary laws, rules, regulations, ordinances, licenses or permits relevant to the provision of its responsibilities pursuant to this Agreement.

SECTION 3

PAYMENTS TO EHP FOR SERVICES, EQUIPMENT AND PERSONNEL

3.1 Basic Provision. In consideration of receiving Services, equipment and personnel provided by EHP to the Fire Department, the Township agrees to pay EHP monthly fee, which is recalculated annually. The fee, which is further described in **Appendix "A"**, is determined by dividing EHP's total cost of providing ambulance and fire department dispatching services by the activity of all of the individual agencies dispatched ("**Dispatched Agencies**").

3.2 Initial Fee. For the initial period of July 1, 2017 through June 30, 2018, the monthly fee is \$6,321.07 for a total fee of \$75,852.84 for this period. The second period, July 1, 2018 through June 30, 2019, the monthly fee is \$6,447.35 for a total fee of \$77,368.17.

3.3 Payment. The Township shall pay EHP within sixty (60) days of receipt of invoice.

3.4 Subsequent Bi-Annual Fees. Each January, EHP will determine the cost and volume of activity for all of its Dispatched Agencies for the previous calendar year. This calculation will be used in determine the rate for the subsequent period beginning on July 1st. EHP shall notify the Township of the fee for the following period no later than February 28th.

SECTION 4

TERM AND TERMINATION

4.1 Term. This Agreement shall commence on July 1, 2017 and continue through June 30, 2019. Thereafter, this Agreement shall be automatically renewed for additional, successive one (1) year terms unless terminated by either party by giving the other at least sixty (60) days advance written notice.

In the event that either party provides notice of termination under this Section, EHP shall continue to provide Services to the Fire Department for up to three (3) months after the termination date, until September 30th, under the prevailing current fee while the Township makes other arrangements for dispatching services.

4.2 Termination. This Agreement may be sooner terminated as set forth below.

4.2.1. Termination During Annual Renewal. The agreement may be terminated by either party in accordance with Section 4.1.

4.2.2. Event of Substantial Default. In the event that either party has substantially defaulted in the performance of any obligation under this Agreement, the objecting party shall provide the defaulting party with written notice of the substantial default. If the default has not been cured within thirty (30) days, the objecting party shall have the option to terminate this Agreement.

4.2.3. Mutual Agreement. This Agreement may be sooner terminated by mutual written agreement of the parties.

4.2.4. Loss or Reduction of Insurance Coverage. In the event either EHP or the Township shall receive notice of a prospective change in the scope of insurance carried by either party pursuant to this Agreement; or with respect to an unreasonable increase in premiums charged for such insurance; or with respect to any other change in such insurance that is adverse to the insured or adverse to the party paying premiums, then, if such change would be a material change in such premiums, coverage, or other terms, the party receiving such notice shall at once give written notice of such change to the other party to this Agreement.

Either party to this Agreement, if adversely affected by such change, may terminate this Agreement on grounds of such change by giving at least thirty (30)

calendar day's written notice of termination to the other party. In no event shall such termination be effective prior to the date when the insurance change goes into effect.

Either party to this Agreement, upon receiving notice of termination under this Section 4.2.4., may elect to prevent termination by curing the change. For purposes of the prior sentence: (a) with respect to a premium increase, "cure" means paying the increased premium for the balance of the Agreement's term; (b) with respect to termination, reduction in coverage, or other changes, "cure" means providing substitute coverage or substitute insurance.

4.3 Post-Termination Obligations. Upon termination of this Agreement, the parties shall cooperate with each other in the orderly transfer of obligations under this Agreement. Following the effective date of termination, each party shall remain liable for their own obligations or liabilities arising from activities carried on prior to the effective date of termination.

SECTION 5

GENERAL PROVISIONS

5.1 Insurance.

5.1.1. EHP.

a. Errors and Omissions Insurance. EHP shall provide commercial insurance to cover errors and omissions for Services, equipment and personnel provided to the Township pursuant to this Agreement. Insurance shall be in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, covering the activities of EHP, the Township, and their employees, elected officials, directors, officers and agents in connection with the obligations performed by each party pursuant to this Agreement.

b. Comprehensive General Liability Insurance. EHP shall provide commercial comprehensive general liability insurance in the amount of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate, covering the respective activities of EHP, its employees, directors, officers and agents in connection with its obligations performed pursuant to this Agreement.

5.1.2. Notice of Claim. In the event any claim is asserted against either party to this Agreement, or both of them, or against one or more of them, and one or more other persons, the parties of this Agreement shall give prompt notice of such claim to one another and shall cooperate in the defense of such claim, to the extent their separate interests permit.

5.2 Independent Contractor Relationship. It is expressly understood and agreed by the parties that EHP is acting as an independent contractor with respect to the provision of Services, equipment and personnel to the Township and Fire Department pursuant to this Agreement. Nothing in this Agreement is intended to create an employer/employee or joint venture relationship or allow the Township to exercise control or direction over the manner or method by which EHP performs Services which are the subject matter of this Agreement;

provided always that the Services to be provided by EHP shall be provided in a manner consistent with the provisions of this Agreement.

5.3 Compliance with Laws and Regulations. EHP shall comply with all federal, state and local regulations, including, but not limited to all applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act.

5.4 Interpretation of Agreement. This Agreement shall be governed by and interpreted under the laws of the State of Michigan.

5.5 Amendments. This Agreement contains the entire agreement between the parties hereto, and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any additions or amendments to this Agreement subsequent hereto shall be of no force and effect unless in writing and signed by both parties.

5.6 Non-Assumption of Liabilities. Neither party hereto, by entering into and performing this Agreement, shall become liable for any of the existing or future liabilities of the other party or of anyone affiliated with the other party, except as expressly provided herein. It is not the intent of the parties that either party assume the risks of anyone else or become guarantor, insurer, or indemnitor for anyone else, except as expressly provided herein. In no event shall either party be liable to the other for special, incidental or consequential damages, even if the other party has been advised of the possibility of such damages.

5.7 Limited Enforcement. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interest for any party or persons other than the Township and EHP.

5.8 No Assignment. Neither party shall have the right to assign their rights and obligations under this Agreement without advance, written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed of the 22 day of March, 2017:

YPSILANTI CHARTER TOWNSHIP
("TOWNSHIP")

EMERGENT HEALTH PARTNERS INC.
("EHP")

By: Brenda L. Stumbo
Brenda L. Stumbo 3-22-17
Its: Supervisor

By: _____
Its: President and CEO

By: Karen Loughey Roc. 3-22-17
Karen Loughey Roc.
Its: Clerk

APPENDIX "A"

EHP shall maintain an accounting of expenses for dispatching services in a separate and distinct cost center. The cost center shall include all expenses which are incurred in jointly dispatching all fire departments and ambulance services, including but not limited to facility depreciation, leasehold improvements, building maintenance, property taxes (if any), utilities including gas, electric, water and sewer, common radio equipment, common computer equipment software and other technology, back up electrical generators or supplies, telecommunications maintenance agreements, software licenses and support, personnel including wages and benefits and allocated costs for administrative support.

EHP and individual fire departments shall be responsible for their own mobile and portable radio equipment, mobile data terminals, station communications equipment, as well as specialized telecommunications connectivity such as ISDN, T1, microwave, fiber or other similar technologies.

Each January, EHP will determine the total expense of providing shared dispatching services (the cost) for the preceding 12-month fiscal year ending June 30th.

EHP will also determine the number of dispatched alarms (the activity) provided to each fire department and ambulance service. As used here, a "dispatched alarm" refers to an incident in which fire department or ambulance service is dispatched, without respect to whether a communication to or from EHP played a role in its dispatching. Each incident shall constitute a single "dispatched alarm", whether one or several pieces of equipment/vehicles were dispatched, and whether there is or is not ultimately a need for the agency's services at the scene.

The annual Cost will then be divided by the annual Activity to determine the "per dispatch" cost. The per dispatch cost and the individual agency's activity will be used to determine the amount to be charged for the next 12-month period beginning July 1st.