

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

STAN ELDRIDGE

HEATHER JARRELL ROE

MONICA ROSS WILLIAMS

JIMMIE WILSON, JR.

March 7, 2017

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS •
JIMMIE WILSON, JR.

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, MARCH 7, 2017

5:00PM

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

- 1. AGENDA REVIEW SUPERVISOR STUMBO
- 2. OTHER DISCUSSION BOARD MEMBERS

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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JIMMIE WILSON, JR.

REGULAR MEETING AGENDA

TUESDAY, MARCH 7, 2017

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE FEBRUARY 21, 2017 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR MARCH 7, 2017 IN THE AMOUNT OF \$960,645.50
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #4
2. REQUEST FOR LOCAL GOVERNMENT APPROVAL OF A MICRO BREWER LICENSE FOR MELISSA ZEMPER OF THREE RING BREWERY AND MAKERSPACE TO BE LOCATED AT 2839 E. MICHIGAN AVENUE
3. REQUEST OF FRIENDS IN DEED FOR LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSE
4. 1ST READING OF RESOLUTION 2017-04, PROPOSED ORDINANCE 2017-472, AN ORDINANCE TO AMEND THE TOWNSHIP ZONING CODE, SECTION 2109 SIGNS
5. 1ST 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
6. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION OF THE DECLARATION AND NOTICE AS REQUIRED BY THE DEPARTMENT OF NATURAL RESOURCES TO RESTRICT THE DEED TO FORD LAKE PARK TO COMPLETE THE GRANT FOR THE RENOVATION OF THE FORD LAKE PARK TENNIS COURTS
7. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION RESOLUTION FOR RIGHT OF WAY ACCESS

8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION TO ABATE PUBLIC NUISANCE DRUG HOUSES BY PADLOCKING LOCATED AT 2368 PINERIDGE COURT AND 139 WIARD RD. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
9. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR TO ENTER INTO NEGOTIATIONS FOR THE SALE OF TOWNSHIP OWNED PROPERTY LOCATED AT 110 JOHNSON STREET PARCEL #K-11-10-211-004

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

1. REQUEST OF MIKE SARANEN, HYDRO OPERATIONS TO AWARD THE LOW BID FOR THE PURCHASE AND COMMISSION OF ONE (1) NEW DUAL FUEL GAS GENERATOR WITH SELECTED OPTIONS IN THE AMOUNT OF \$21,207.00 BUDGETED IN LINE ITEM #252-252-000-977-000
2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO AWARD THE LOW QUOTE FOR THE PURCHASE OF A TORO BAT WING MOWER TO SPARTAN DISTRIBUTORS IN AN AMOUNT NOT TO EXCEED \$62,000.00 BUDGETED IN LINE ITEM #101-774-000-977-000
3. REQUEST TO WAIVE THE FINANCIAL POLICY AND AUTHORIZE THE THREE FULL TIME OFFICIALS TO AWARD THE LOW QUOTE FOR THE GREEN OAKS GOLF COURSE PATH IMPROVEMENTS IN AMOUNT NOT TO EXCEED \$250,000.00 BUDGETED IN LINE ITEM #584-584-000-971-000

PUBLIC COMMENTS

CONSENT AGENDA

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 21, 2017 WORK SESSION MEETING

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

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

Legal Counsel: Wm. Douglas Winters

YANKEE AIR MUSEUM UPDATE

Dennis Norton presented the board with a brief history and presentation on the status of the Yankee Air Museum. Mr. Norton stated that when all the refurbishing of the buildings are completed the entire Museum would be located in Ypsilanti Township.

Supervisor Stumbo thanked Mr. Norton and all the volunteers for their work on the Museum.

AGENDA REVIEW

A. MINUTES OF THE FEBRUARY 7, 2017 WORK SESSION, EXECUTIVE SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENT AND CHECKS FOR FEBRUARY 21, 2017 IN THE AMOUNT OF \$772,429.84**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2017 IN THE AMOUNT OF \$38,282.90**

C. JANUARY 2017 TREASURER'S REPORT

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 21, 2017 WORK SESSION
PAGE 2**

OLD BUSINESS

**REQUEST OF KIRK SHERWOOD, DIRECTOR OF GOLF OPERATIONS TO APPROVE
THE 2017 GOLD COURSE RATES AND THE GREEN OAKS EMPLOYEE GOLF POLICY
(TABLED AT THE FEBRUARY 7, 2017 REGULAR MEETING)**

Kirk Sherwood, Director of Golf Operations, thanked everyone who helped him over the weekend since they opened the Golf Course. He also stated that tomorrow they had approximately 100 rounds scheduled. Trustee Eldridge thanked Mr. Sherwood for changing the rates. He questioned Mr. Sherwood about his memo stating the "Director of Golf has the authority to modify rules, policies, and rates on an as needed basis". Trustee Eldridge stated that in the thirteen years he has been with the Township they have never given a Director of Golf the authority to do that. Supervisor Stumbo stated that she understood that the golf course has always modified rates during the season. Trustee Eldridge said with the last director he did use social media to send out specials but that was not what he was talking about. Mr. Sherwood gave the Board a handout detailing issues he had found during his first month with discounts offered last season and before (see attached). Trustee Ross-Williams stated that she had met with Mr. Sherwood and spoke with him about the golf course and she supports him on modifying rules at the golf course. Mr. Sherwood stated during the last couple of years several options for packages were sold on line without board approval and the course lost money on the deals. He said he canceled the contracts but there were still about 400 rounds of golf that will have to be honored and the course will not receive revenue for them this season.

Trustee Jarrell Roe thanked Mr. Sherwood for the work he has done thus far and suggested that the board receive a once a month report on the status of the golf course.

Trustee Wilson thanked Mr. Sherwood for his work and believes that the Township was correct in hiring him as the Director of Golf.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 21, 2017 WORK SESSION
PAGE 3

Clerk Lovejoy Roe stated that Mary Kerr, Washtenaw County Visitors Bureau had talked with them about ways they could include the golf course when conventions are in town.

Mr. Sherwood stated that he had spoken to Ms. Kerr and they have a meeting in the coming weeks to discuss various ventures.

Supervisor Stumbo questioned Trustee Eldridge if he had other concerns beside the rates for the members. Trustee Eldridge said he did not.

Trustee Ross-Williams stated she appreciates Mr. Sherwood investigating where the losses have come from at the golf course.

Treasurer Doe stated that he feels that if we hold with these rates and the board stands behind Mr. Sherwood that we will do much better than we did in previous years. Treasurer Doe said that Mr. Sherwood works well with the people and he is confident Mr. Sherwood will be successful as Director of Golf at Green Oaks.

Supervisor Stumbo stated that the 2016 membership rates would be the same for 2017 and there would be no deals off membership rates.

NEW BUSINESS

1. BUDGET AMENDMENT #3

Supervisor Stumbo stated when a clerical position was eliminated at the Recreation Center we realized we needed a full time custodian. She said the part time position was changed to a full time position. Trustee Jarrell Roe questioned the full time position was stated to be a floater and would like explanation regarding travel and being reimbursed for travel. Karen Wallin, Human Resources stated that if someone was absent either at the Civic Center or the Law Enforcement Center we would still need them to be cleaned and that would be when this employee may travel to other buildings. She said that they have not paid travel expenses because

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 21, 2017 WORK SESSION
PAGE 4**

the custodian usually stays at one building and may go to another location on another day.

Supervisor Stumbo stated that new traffic calming devices for five streets was also in the Budget Amendment. She also said that on Parkwood there were some that are degrading and need to be redone. Mike Radzik, OCS Director handed out a list of all traffic calming devices in the township to the Board (see attached). He stated the County Road Commission decides whether the neighborhood would benefit from a traffic calming device. He said that 7 residents on a certain street must ask the Road Commission for these calming devices. Mr. Radzik said the road commission will come out and perform a speed study and if they feel the street would benefit from the devices, the residents then must go door to door in their neighborhood and if they get 75% of the residents to sign the petition in support, the Road Commission will install the calming devices. He said that is when it comes to the township because the township would be the one to fund the project since the road commission does not pay for them.

2. REQUEST OF HABITAT FOR HUMANITY FOR FUNDS FOR THE RENOVATION OF 2827 WOODRUFF AND 2828 WOODRUFF IN THE AMOUNT OF \$60,000.00 BUDGETED IN LINE ITEM #101-950-000-969-010

Clerk Lovejoy Roe stated that Habitat has two houses on Woodruff to renovate in 2017.

3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION OF AGREEMENT WITH OHM TO REPACKAGE AND REBID THE GREEN OAKS GOLF COURSE CART PATH IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$3,900.00 BUDGETED IN LINE ITEM #101-956-000-801-000

Mr. Allen said this was to authorize OHM to bid the package out and then they will come back to the board when we receive the final bid. Matt Parkes, OHM Engineer stated the design was finished for the whole 18 holes but there were some things to update from last year, such as confirming the calendar to decide when the project should be completed, a retaining wall that needed to be repaired, the

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 21, 2017 WORK SESSION
PAGE 5**

removal of some paths, tree removal, screening around the t-boxes and a little bit of landscaping. He said accepting bids at this time of year may result in better pricing for the project.

- 4. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR APPROVAL OF FIVE (5) SEPARATE AGREEMENTS WITH THE WASHTENAW COUNTY ROAD COMMISSION TO INSTALL TRAFFIC CALMING DEVICES ON ALLEN ROAD (21,404.00), BERWICK DR. (40,941.00), RACHEL DR. (34,028.00), N. CLUBVIEW DR. (45,344.00), AND S. CLUBVIEW DR. (25,732.00) IN AN ESTIMATED TOTAL AMOUNT OF \$166,999.00 BUDGETED IN LINE ITEM #101-446-000-818-022**

- 5. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR APPROVAL TO MOVE ONE PART TIME CUSTODIAL POSITION TO FULL TIME AND TO POST INTERNALLY IN THE AMOUNT OF \$43,371.95**

- 6. REQUEST FOR AUTHORIZATION TO SIGN THE PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF ONE (1) OVERHEAD LED STREETLIGHT TO BE LOCATED AT THE BUS STOP AT RUSSELL ST. JUST WEST OF S. FORD BLVD. IN THE AMOUNT OF \$1,381.15 BUDGETED IN LINE ITEM #101-956-000-926-050**

- 7. REQUEST FOR AUTHORIZATION TO SIGN THE PRUCHASE AGREEMENT WITH DTE FOR CONVERSION OF SIXTY SIX (66) OVERHEAD 100 WATT HIGH PRESSURE SODIUM TO 65 WATT LED AND ONE HUNDRED FORTY UNDERGROUND 100 WATT HIGH PRESSURE SODIUM TO 65 WATT LED IN THE AMOUNT OF \$54,384.00 BUDGETED IN LINE ITEM #101-956-000-926-050**

Supervisor Stumbo stated that she, along with Clerk Lovejoy Roe, and Treasurer Doe met with DTE and the payback for changing these lights is within 4 1/2 years

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 21, 2017 WORK SESSION
PAGE 6**

and the discount would go to the residents along with the lights being brighter and clearer.

8. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY, MARCH 21, 2017 AT APPROXIMATELY 7:00PM – CREATION OF SPECIAL ASSESSMENT DISTRICT FOR THE HURON HEIGHTS AND HURON RIDGE NEIGHBORHOOD CAMERAS

Supervisor Stumbo stated that this was the first apartment complex to request cameras.

OTHER BUSINESS

AUTHORIZATION AND BIDS

- 1. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SEEK SEALED BIDS FOR THE REPLACEMENT OF ROOF SECTION A AT THE COMMUNITY CENTER**

- 2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION TO PURCHASE A NEW BANDIT 19XP CHIPPER WITH MIDEAL PRICING CONTRACT #071B3200141 IN AN AMOUNT NOT TO EXCEED \$70,000.00 BUDGETED IN LINE ITEM #590-590-000-977-000 AND FOR AUTHORIZATION TO DISPOSE OF A 2000 AND 2003 CHIPPER BY TRADE IN OR BY SELLING ON THE MICHIGAN INTERGOVERNMENTAL TRADE NETWORK (MITN)**

- 3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SEEK SEALED BIDS FOR THE PURCHASE OF A NEW TORO BATWING MOWER AND FOR AUTHORIZATION TO DISPOSE OF A 2001 AND/OR 2004 MOWER BY TRADE IN OR BY SELLING ON THE MICHIGAN INTERGOVERNMENTAL TRADE NETWORK (MITN)**

Jeff Allen, Residential Services Director stated that he had already received three bids and suggested to move forward tonight instead of seeking more bids.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 21, 2017 WORK SESSION
PAGE 7**

Treasurer Doe suggested to seek what it would cost to repair the mowers. Mr. Allen will bring this back at the next board meeting.

- 4. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SEEK PROPOSALS FOR AN ARCHITECT TO DESIGN AND BID PLANS AND TO MANAGE THE PROJECT TO IMPROVE ADA ACCESSIBILITY AT THE CIVIC CENTER AND 14B DISTRICT COURT IN AN AMOUNT NOT TO EXCEED \$5,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000**

Jeff Allen, Residential Services Director discussed areas in the building where changes may be made, making it more accessible.

The Work Session Adjourned at 6:48 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk



Zimbra

ksherwood@ytown.org

Follow up

From : Tyler Scott <tscott@groupon.com>

Mon, Jan 30, 2017 01:57 PM

Subject : Follow up

📎 1 attachment

To : ksherwood@ytown.org

Hi Kirk,

This is Tyler following up from Groupon. Below you can find all the necessary information about your Groupon deal from last year.

*Here is your deal page link: <https://www.groupon.com/deals/green-oaks-golf-course-6>

-This is what customers see when their buying your Groupon deal on their pc/smartphone

Below is an image of the financials of the deal. I've added a verbiage key for you as well.

Deal Summary

Options

18 holes w/ cart for two
Price: \$35.00 - Value: \$68.00 - Discount: 48.53%

Margin
30.00%

Option Cap
600

18 holes w/ cart for four
Price: \$65.00 - Value: \$136.00 - Discount: 52.21%

Margin
30.00%

Option Cap
600

Buy Price= Groupons cut. We get 30% of the revenue from the sell price and you receive 70%
(Example: Sell price=\$35) (.70 x \$35= \$24.50) \$24.50 would be your cut per voucher sold.

unit value= Retail value of the deal: For example: \$68 and \$136 were the retail values for your deal last year.

Option cap=initial cap of the deal. Last year each option on your deal (The two and four person option) had a cap of 600 a piece. So 1,200 overall. Last year you sold 187, and should expect to stay around that number if you decide to run again.

Ⓢ 25,000 + — ?
Ⓢ 11/Round

Search

Kirk Sherwood

Mail Contacts Calendar Tasks Briefcase Preferences Re: Follow up

Close Reply Reply to All Forward Archive Delete Spam Actions

Follow up



From: Tyler Scott

To: Kirk Sherwood

2016 Payments (Green Oak) .csv (22.3 KB) [Preview](#) | [Download](#) | [Briefcase](#) | [Remove](#)

External images are not displayed. [Display Images](#)
 Always display images sent from [groupon.com](#) or [tscott@groupon.com](#)

\$25, 863.03. ← *Amount We Received*

I was able to get this number by pulling your payments sheet into excel. I then directed myself towards th
 This sum includes refunds.

Attached to this email is your payments spreadsheet already pulled into excel for you.

I also added you onto the merchant center for green oaks. Here is the link: <https://www.groupon.com/me>

Username is your email, and you will have to click forgot password to generate a new one to login with. H



Tyler Scott

Kirk! Sorry for the late response. I've been dealing with a separate escalation for a day and a half now so my apok

Search Groupon

Home Local Goods Getaways Clearance

18-Holes with Cart for Two Sign Up

Ann Arbor
Discount 49%
Over 570 bought

Coupons Best of Groupon
18-Holes with Cart for Four

Discount 52%
Over 250 bought

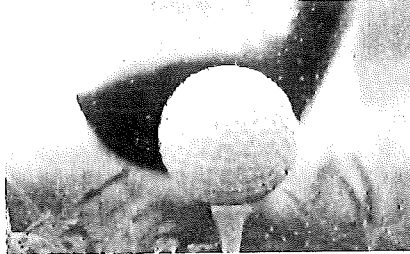
You May Like These Similar Items



Up to 44% Off 18 Holes of Golf with Cart at Manistee Golf and...

Manistee Golf and Country Club
290+ bought

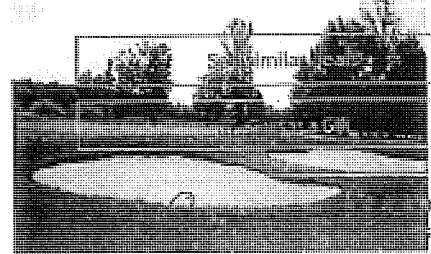
~~\$106~~ \$65



Up to 46% Off 18 Holes of Golf with Food at Black Forest Golf Course

Black Forest Golf Course

~~\$149~~ \$69



Up to 52% Off at Crystal Lake Golf Club
SHARE THIS DEAL

Benzonia
310+ bought

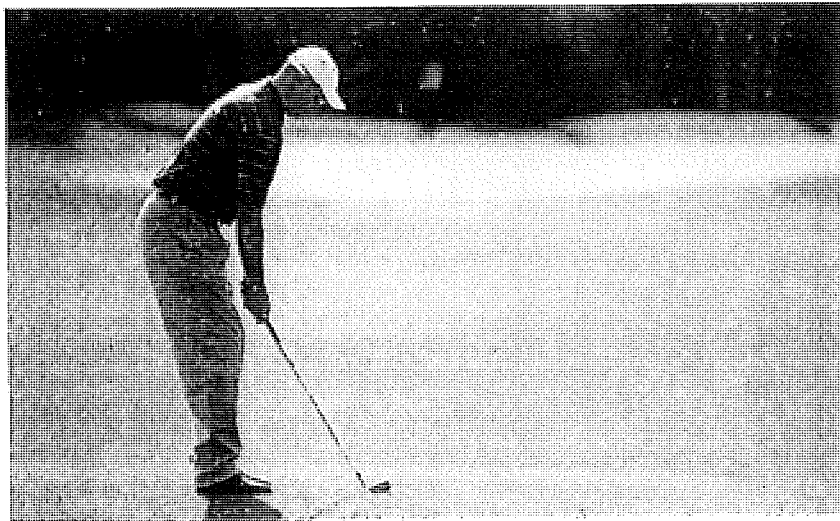
~~\$83~~ \$44



Green Oaks Golf Course

Ypsilanti

★★★★★ 359 Ratings



What You'll Get

The dimples on a golf ball help it fly farther with greater accuracy, just like the dimples on a baby. Improve your long game with this Groupon.

Choose Between Two Options

- \$35 for an 18-hole round of golf for two, including cart rental (up to a \$68 value)
- \$65 for an 18-hole round of golf for four, including cart rental (up to a \$136 value)

Green Oaks Golf Course's rates fluctuate throughout the week.

The Fine Print

Promotional value expires Nov 2, 2016. Amount paid never expires. Limit 1 per person, may buy 1 additional as gift. Valid only for option purchased. Tee time required. Not valid for leagues, tournaments or outings. Not valid before 10am on weekends and federal holidays. Merchant is solely responsible to purchasers for the care and quality of the advertised goods and services.

About Green Oaks Golf Course

Carved through the rolling parkland of Ypsilanti, the 18-hole Green Oaks Golf Course challenges golfers with 6,787 yards of weaving fairways and greens flanked by water hazards, sand traps, and trees. The course offers four tee options to cater to players of all abilities, and the pro shop boasts a large selection of equipment for purchase. A practice green also helps players warm up their putting stroke before rounds.

Green Oaks Golf Course
Company Website

Customer Reviews

4.6/5
★★★★★
359 Ratings

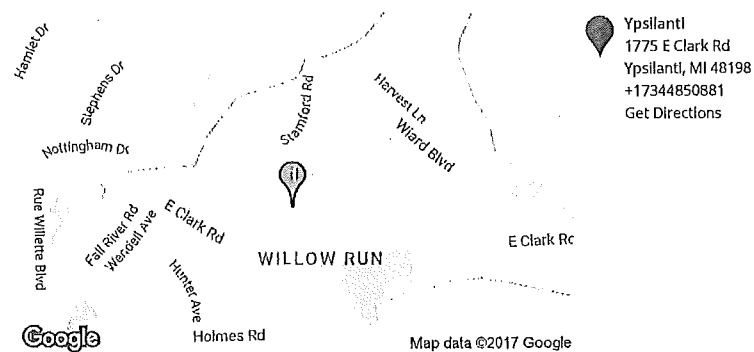
Value ★★★★★ "fair amount"
Staff ★★★★★ "friendly staff", "friendly employees"
Ambiance ★★★★★ "good design"

Course was kept up well!
Brian S. · November 18, 2016 · Verified

good course great price
James B. · November 8, 2016 · Verified

We enjoyed playing this course. The staff is very friendly and the ranger provided good information on the course.
Brenda · September 19, 2016 · Verified

[See all reviews from Groupon customers »](#)



Q&A

Ask a Question



2

#2.1 // 72646363

John Doe

Green Oaks Golf Course 18 Holes with Cart

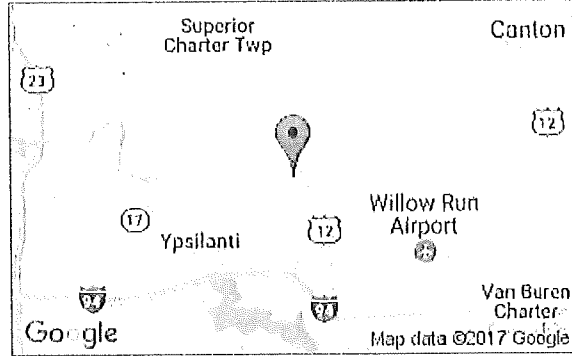
Location(s)
1775 E. Clark Rd.
Ypsilanti, MI 48198

Contact Information
P: (734) 485-0881

- Instructions**
1. Print the Voucher
 2. Present to Vendor
 3. Enjoy!

Specific Rules
Limit 4 per person. Must make tee time; subject to availability. Not valid before 11AM on weekends. Not valid for leagues, outings, cash back or with any other offer. Expires 7/1/2017.

General Rules
Must make tee time (during operational season, if applicable); subject to availability. Each Voucher valid for one individual (unless otherwise stated) and is completely transferable. Must be redeemed in one visit (unless otherwise stated). Standard rooms apply for lodging (unless otherwise stated). Does not include tax and gratuity (unless otherwise stated). Not valid for leagues, outings, cash back (unless required by law) or with any other offer. Cannot be used until sale of deal has ended.



LEGAL: Use of this voucher is subject to GroupGolfer's Terms and Conditions of Use found at <https://www.groupgolfer.com>. Unless required by applicable law, vouchers cannot be redeemed for cash or applied as payment to any account. This voucher can only be used for making purchases of the specified goods/services at the named merchant. Voucher redemption is solely the responsibility of named Merchant. Neither GroupGolfer LLC nor the named merchant shall be responsible for lost or damaged vouchers. Expiration does not apply to the prepaid portion of this voucher where applicable law may require the named merchant to redeem this voucher beyond its expiration date for specified goods/services equal to the amount paid for it.

Questions? GroupGolfer Support: (888) 889-8505 // support@groupgolfer.com

Promotional Value Expires July 1, 2017

Handwritten notes:
~~28 - 39~~
 24 = Cart

Zimbra

ksherwood@ytown.org

Fwd: Re: Chad-Green Oaks-GroupGolfer Agreement

From : Mike Miller <mike@groupgolfer.com> Thu, Feb 09, 2017 09:33 AM
Subject : Fwd: Re: Chad-Green Oaks-GroupGolfer Agreement
To : ksherwood@ytown.org

Hey Kirk-

Please see the forwarded email below and let me know if you need anything else.

Thank you.

Mike

586-854-1799

----- Forwarded Message -----

Subject:Re: Chad-Green Oaks-GroupGolfer Agreement
Date:Tue, 25 Oct 2016 13:36:59 -0400 (EDT)
From:Chad Eldridge <celdridge@ytown.org>
To:Mike Miller <mike@groupgolfer.com>

I agree

Chad Eldridge

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

From: "Mike Miller" <mike@groupgolfer.com>
To: "Chad Eldridge" <celdridge@ytown.org>
Sent: Tuesday, October 25, 2016 1:30:18 PM
Subject: Re: Chad-Green Oaks-GroupGolfer Agreement

That was my fault! Please us this email as confirmation of the 11AM weekend restriction.

Please reply to this email with OK or I agree.

Looking forward,

Mike Miller

C: (586) 854-1799

E: mike@groupgolfer.com

<https://www.GroupGolfer.com> <<https://www.groupgolfer.com/business>>

GroupGolfer <<https://www.groupgolfer.com/business>>

As Featured on ABC, FOX and NBC <<https://www.groupgolfer.com/business>>

Facebook <<https://www.facebook.com/GroupGolferMichigan>> LinkedIn

<<https://www.linkedin.com/company/groupgolfer.com>> Twitter

<<https://twitter.com/groupgolferMI>>

On 10/25/16 1:29 PM, Chad Eldridge wrote:

> Hi Mike,

>

> Can you make it not valid before 11am on Saturday and Sunday? I might have m
> isunderstood on the phone. If you resend it with that I will agree no problem.

>

> Chad Eldridge

>

> ----- Original Message -----

> From: "Mike Miller" <mike@groupgolfer.com>

> To: "Chad Eldridge" <celdridge@ytown.org>

> Sent: Tuesday, October 25, 2016 1:22:26 PM

> Subject: Chad-Green Oaks-GroupGolfer Agreement

>

> Chad-

>

> Thanks again! Please reply with an OK or I agree and I will get you up asap.

>

> *_Please acknowledge in a reply to this email_*if you are in agreement

> with the below Terms and Conditions, and the Merchant Agreement. The

> Terms and Conditions and the merchant Agreement together shall form one

> complete agreement.

>

> *_GroupGolfer Terms & Conditions_***

>

> *I. ****Voucher ***Per Section 3 of the Merchant Agreement, GroupGolfer

> shall promote the Voucher. The Voucher itself will be sent to the

> purchaser electronically. The seller of the goods and services described

> in Voucher is Merchant. The Voucher shall then be redeemed by the

> purchaser from the Merchant.**

>

> *1) *Merchant offer is as follows: /_ \$14 for 18 with Cart at Green

> Oaks Golf Course_/

>

> *2) *The offer by Merchant is contingent upon a minimum number of units

> sold (the "Volume Threshold"), which is agreed to be: _ 10 //././

- >
- > *3) *Expiration date: Merchant agrees that the offer will be available
- > per the terms above until (July 1, 2017) from the feature date and
- > subject to no further restrictions by the Merchant. To the extent
- > required by applicable law, after the Opportunity Expiration Date,
- > Merchant shall permit the purchaser to redeem the Voucher for the goods
- > and services of the Merchant in the amount of the cash paid by
- > purchaser, until that cash amount is redeemed in full.
- >
- > *4) *If a customer makes a partial redemption by redeeming a Voucher for
- > less than its face value, the Merchant will not be responsible for
- > issuing a credit or cash equal to the difference between the face value
- > and the amount redeemed, unless otherwise required by law. However, as
- > noted in Section 3 above, the Merchant will be required to permit the
- > purchaser to redeem the Voucher in the amount of the cash paid by the
- > purchaser.
- >
- > *5) *Voucher has the following special limitations or instructions:
- >
- > 1)/_Cannot use for outing, tournaments, course holidays or league play_/
- >
- > 2)/_Not valid with any other offer_/
- >
- > 3)/_Must make tee time in advance; subject to availability_/
- >
- > 4)/_Not valid for cash back_/
- >
- > 5)/_Any Day, Any Time_//_/
- >
- > 6)/_Expires July 1, 2017_/
- >
- > *II. ****Payment ***GroupGolfer will pay Merchant 75% for each Voucher
- > properly activated for which a purchaser has fully paid GroupGolfer,
- > less a/_0%_/of total sales credit card processing fee (the "Remittance
- > Amount") in accordance with this paragraph. Merchant is registered for
- > sales and use tax collection purposes, and shall be responsible for
- > paying all sales and use taxes related to the goods and services
- > described in the offer. GroupGolfer shall forward 100% of the Remittance
- > Amount to Merchant within seven (7) business days from the Run Date, an
- > additional 0% will be forwarded within thirty (30) business days of the
- > Run Date. Amounts retained by GroupGolfer are compensation to
- > GroupGolfer for the service of advertising and selling the Vouchers for
- > Merchant.**
- >
- > *_Merchant Agreement_***
- >
- > This Merchant Agreement is entered into by and between GroupGolfer LLC,

- > a Michigan limited liability company with principal offices at 57 Macomb
- > Place, Mt Clemens, MI 48043, and /_ Green Oaks Golf Course _/The
- > "Merchant"), a retailer doing business in the state of /_(MI)_/. The
- > parties shall be referred to collectively as the "Parties".
- >
- > Merchant wishes to offer its products or services for sale through
- > vouchers (the "Voucher(s)") which can be redeemed for Merchant's goods
- > and/or services at a discount, which are offered to the public for
- > purchase at www.GroupGolfer.com <<http://www.groupgolfer.com/>> (the
- > "Website") and are activated ("Activated") only upon reaching an agreed
- > upon volume of purchasers ("Volume Threshold") and an agreed upon
- > discount; and GroupGolfer wishes to sell Merchant's Voucher to the
- > purchasers at the Website, the Merchant being the seller of the goods
- > and the services, and GroupGolfer being the seller of the intangible
- > rights contained in the Merchant's Voucher. Therefore, in consideration
- > of the mutual covenants of the Parties and other valuable consideration,
- > the sufficiency and receipt of which is hereby acknowledged, the Parties
- > agree as follows:
- >
- > *1. Effective Date.* This agreement is agreed upon by the
- > Parties on /_ October 24, 2016 _/(The "Effective date").
- >
- > *2. Voucher Sale.* Merchant authorizes GroupGolfer to offer,
- > sell and distribute the Voucher, in accordance with this Agreement and
- > subject to the restrictions set forth in the GroupGolfer Terms and
- > Conditions. Merchant acknowledges that GroupGolfer may terminate the
- > publication or promotion of the Voucher at any time. All terms contained
- > in the attached GroupGolfer Terms and Conditions, including Sections I
- > and II (Voucher and Payment) (collectively, the "Terms") are
- > incorporated hereto and made a material part hereof.
- >
- > *3. Voucher Publication and Delivery./.* Vouchers shall be
- > published on the Website in accordance with the Terms. The last date on
- > which GroupGolfer publishes the Voucher and offers it to its users shall
- > be considered the Run Date. The Voucher shall be activated, which means
- > capable of being used for purchases with the Merchant in accordance with
- > the terms of the Voucher as set forth in the Terms, only when the
- > certain Volume Threshold of purchasers has been met. At the time that
- > the Volume Threshold has been met; GroupGolfer will electronically
- > deliver the Voucher to the purchaser. Once a Voucher is activated and
- > delivered to the purchaser, Merchant shall be solely responsible for all
- > customer service in connection with the Voucher and for supplying all
- > goods and services specified in the Voucher.
- >
- > *4. Payment./.* GroupGolfer shall remit payment to Merchant
- > according to the schedule and terms set forth in the Terms. Amounts
- > retained by GroupGolfer are compensation to GroupGolfer for the service



Search

Kirk Sherwood

Mail Contacts Calendar Tasks Briefcase Preferences Kirk-Green Oaks



Kirk-Green Oaks-GroupGolfer

From:

To:

[GreenOaks-SampleVoucher.pdf \(307.2 KB\)](#) [Preview](#) | [Download](#) | [Briefcase](#) | [Remove](#)

Hey Kirk-

Thanks for reaching out today.

The payment for \$4,882.50 was sent on October 31st with check #9815 and cashed November 15, 2016.

I have also attached a sample voucher and below are the redemption instructions.

Online redemption

Getting started is easy. Simply go to:<http://www.groupgolfer.com/redeem>. Now, when a custome the top of the page into thae first input. Then, enter in your unique Voucher Redemption PIN--whi

Once you've entered the Voucher Serial Number and your Voucher Redemption PIN, click "Submi the resulting dialog box. You'll then see a notification stating that the voucher has been redeemed click "Cancel." If the Voucher has already been used, you'll see a notification stating the date it wa:

Click here to go to the Voucher Redemption tool: <http://www.groupgolfer.com/redeem>



#3

MyGolfDeals.com, LLC

Phone: (989) 860-1081 • Toll Free: (888) 858-3776 • Fax: (248) 391-2106
E-mail: BMason@MyGolfDeals.com

AGREEMENT

This Agreement is made this 21st day of July, 2014, in the City of Ypsilanti, State MI, between MyGolfDeals.com, LLC. (Distributor), and Green Oaks Golf Course (Merchant), and each of these parties here by mutually agree as follows:

1. Merchant and Distributor agree the MyGolfDeals.com certificate will read as follow

Merchant Name Green Oaks Golf Course Phone 734-485-0881

Address 1775 E. Clark Rd. Email _____

City Ypsilanti Township State MI Zip 48198

Offer

1. \$60.00 for a foursome with cart. (55% off)

2. \$32.00 for twosome with cart. (50% off)

3. 18.00 for single golfer with cart. (45% off)

Valid weekdays anytime, weekends after 10am.

-Must call for tee time. No cash value. Valid for open play only.

-Not valid with any other offer, discount or special.

Voucher(s) Expiration Date 11-30-14
(Federal Law states that all vouchers that are expired, can still be redeemed for credit for the amount the customer paid for the voucher after the expiration date.)

Profit Sharing Break Down
MyGolfDeals.com will receive 25 % Merchant will receive 75 %



2. Agreement Term: The period starting on the 3-1 and ending on the 11-30. This Agreement Term shall automatically be renewed for additional successive terms of one year unless either party provides written notice of termination not less than 1 month prior to the end of the Agreement Term then in effect.
3. Merchant agrees and understands that failure to honor any offer or otherwise breach of the agreement will have a seriously damaging effect upon the Distributor. Merchant therefore agrees that Distributor shall have the right to seek injunctive relief including specific performance of the term of this agreement in any action brought for breach of the agreement.
4. Merchant and Distributor agree that there are no other agreements or representations other than set forth in this instrument. No amendment or modification to this agreement shall be effective unless in writing and signed by both parties.
5. The details and language of this contract is intended to be private and confidential between Distributor and Merchant and said terms and conditions cannot be divulged to third persons.
6. Merchant and Distributor understand and agree that this contract is binding on the heir, assigns, or subsequent purchasers of the parties.
7. The person signing the agreement on behalf of Merchant does hereby represent and warrant the he/ she is duly authorized by Merchant to enter into this agreement on Merchant's behalf.
8. Merchant and Distributor agree that Distributor shall have the right at any time to discontinue the sale and promotion of said offer, parties agreeing that no prejudice shall be incurred by Merchant.
9. If Merchant closes their golf course for good, all commission payments must be returned to Distributor

Authorized Merchant's Name Printed _____ Title _____

Authorized Merchants' Signature Stan Eldridge Date Jul 21, 2014
Stan Eldridge (Jul 21, 2014)

Authorized Representative _____ Date _____
(MyGolfDeals.com, LLC)

Attached is your copy of the 2014 MyGolfDeals Course Agreement

Brent Mason (MyGolfDeals.com) says:
"Kirk,

*Attached is the Agreement for Green Oaks. Stan Signed the Agreement and Justin, emailed us to keep it running. I will forward you the emails from Justin as well.
Thanks you,*

Brent"

Attached is your copy of the **2014 MyGolfDeals Course Agreement** that was signed on **July 21, 2014** between **seldridge@ytown.org** and Brent Mason, for your records.

Click [here](#) to view this document online in your Adobe Sign account.

Why use Adobe Sign:

- Exchange, Sign, and File Any Document. In Seconds!
- Set-up Reminders. Instantly Share Copies with Others.
- See All of Your Documents, Anytime, Anywhere.

To ensure that you continue receiving our emails, please add echosign@echosign.com to your address book or safe list.

Orders

	Order #	Purchased On	Merchant name	Commission	Bill to Name	Ship to Name	G.T. (Base)	G.T. (Purchased)	Status	Action
<input type="checkbox"/>	100002048	Feb 18, 2017 11:54:47 PM	Stan Eldridge - Green Oaks	\$22.40	mark cooper		\$32.00	\$32.00	Complete	View
<input type="checkbox"/>	100002044	Feb 17, 2017 5:28:46 PM	Stan Eldridge - Green Oaks	\$25.19	Richard Gala		\$79.98	\$79.98	Complete	View
<input type="checkbox"/>	100002037	Feb 16, 2017 3:09:06 PM	Stan Eldridge - Green Oaks	\$41.99	Jeff Underwood		\$59.99	\$59.99	Complete	View
<input type="checkbox"/>	100002010	Feb 15, 2017 1:13:45 AM	Stan Eldridge - Green Oaks	\$25.19	William Gordon		\$35.98	\$35.98	Complete	View
<input type="checkbox"/>	100001997	Jan 15, 2017 11:59:14 AM	Stan Eldridge - Green Oaks	\$41.99	Victor Pickerill		\$59.99	\$59.99	Complete	View
<input type="checkbox"/>	100001996	Jan 14, 2017 6:44:14 PM	Stan Eldridge - Green Oaks	\$41.99	Charles Kneshtel		\$59.99	\$59.99	Complete	View
<input type="checkbox"/>	100001995	Jan 14, 2017 10:31:03 AM	Stan Eldridge - Green Oaks	\$41.99	Harold Winters		\$59.99	\$59.99	Complete	View
<input type="checkbox"/>	100001994	Jan 14, 2017 8:55:49 AM	Stan Eldridge - Green Oaks	\$41.99	Paul Renko		\$59.99	\$59.99	Complete	View
<input type="checkbox"/>	100001993	Jan 14, 2017 8:49:27 AM	Stan Eldridge - Green Oaks	\$41.99	Philip Johnson		\$59.99	\$59.99	Complete	View
<input type="checkbox"/>	100001990	Jan 13, 2017 8:14:04 AM	Stan Eldridge - Green Oaks	\$41.99	Dan Couzens		\$59.99	\$59.99	Complete	View
<input type="checkbox"/>	100001983	Dec 22, 2016 11:28:08 AM	Stan Eldridge - Green Oaks	\$22.40	Vince Cesarz		\$195.98	\$195.98	Complete	View
<input type="checkbox"/>	100001940	Sep 22, 2016 6:30:29 PM	Stan Eldridge - Green Oaks	\$22.40	Harold Winters		\$32.00	\$32.00	Complete	View
<input type="checkbox"/>	100001933	Sep 18, 2016 6:20:15 PM	Stan Eldridge - Green Oaks	\$22.40	steve martin		\$32.00	\$32.00	Complete	View
<input type="checkbox"/>	100001914	Sep 5, 2016 8:18:20 AM	Stan Eldridge - Green Oaks	\$22.40	Matt Rizzo		\$32.00	\$32.00	Complete	View
<input type="checkbox"/>	100001896	Sep 2, 2016 4:34:39 PM	Stan Eldridge - Green Oaks	\$41.99	Daniel Stenquist		\$59.99	\$59.99	Complete	View
<input type="checkbox"/>	100001886	Sep 1, 2016 1:34:15 PM	Stan Eldridge - Green Oaks	\$41.99	Won Kim		\$59.99	\$59.99	Complete	View
<input type="checkbox"/>	100001879	Aug 30, 2016 9:59:08 PM	Stan Eldridge - Green Oaks	\$125.98	steven laffey		\$179.97	\$179.97	Complete	View
<input type="checkbox"/>	100001878	Aug 30, 2016 10:25:52 AM	Stan Eldridge - Green Oaks	\$41.99	Jim Laffey		\$91.99	\$91.99	Complete	View
<input type="checkbox"/>	100001855	Aug 23, 2016 12:02:36 PM	Stan Eldridge - Green Oaks	\$22.40	Don Winters		\$32.00	\$32.00	Complete	View
<input type="checkbox"/>	100001849	Aug 21, 2016 6:03:29 PM	Stan Eldridge - Green Oaks	\$41.99	John Difatta		\$59.99	\$59.99	Complete	View

Order View

Order # 100001772 | Aug 1, 2016 4:31:17 PM

- Information

- Invoices
- Credit Memos
- Comments History

Order # 100001772 (the order confirmation email is not sent)

Order Date: Aug 1, 2016 4:31:17 PM
 Order Status: Complete
 Purchased From: Main Website
 Main Website Store
 Default Store View
 Placed from IP: 76.112.233.184

Account Information

Customer Name: Robert Laffey
 Email: bob.laffey@hotmail.com
 Customer Group: General

Billing Address

[Edit](#)

Robert Laffey
 36417 Joy Rd
 Westland, Michigan, 48185
 United States
 T: 7342662449

Payment Information

Credit Card (Authorize.net)
 Credit Card Type: MasterCard
 Credit Card Number: xxxx-8049
 Processed Amount: \$239.96
 Order was placed using USD

Gift Options

Gift Message for the Entire Order

From: To:
 Name: _____ Name: _____
 Gift Message

Items Ordered

Product	Item Status	Original Price	Price	Qty	Subtotal	Tax Amount	Tax Percent	Discount Amount	Row Total
\$59.99 for FOURSOME PACKAGE - (4) 18 Holes with Cart and Range at Green Oaks Golf Course in Ypsilanti (\$84 Value, Good Any Day, and Any Time on Weekdays and Weekends after 10am until October 1st, 2016) SKU: 000GreenOaksFoursome16	Involved	\$59.99	\$59.99	Ordered 4	\$239.96	\$0.00	0%	\$0.00	\$239.96
				Invoiced 4					

Comments History

Add Order Comments

Status

Comment

Notify Customer by Email

Visible on Frontend

Aug 1, 2016 4:31:19 PM | Complete

Customer Notified ✓

Aug 1, 2016 4:31:19 PM | Processing

Customer Notification Not Applicable

Captured amount of \$239.96 online.

Order Totals

Subtotal	\$239.96
Grand Total	\$239.96
Total Paid	\$239.96
Total Refunded	\$0.00
Total Due	\$0.00

Subject: Coupon Confirmation From MyGolfDeals.com Order Quantity No:2
From: MyGolfDeals. com (shop@mygolfdeals.com)
To: rchg53@yahoo.com;
Date: Friday, February 17, 2017 5:30 PM



#100002044

\$17.99 for 18 Holes with Cart and Range at Green Oaks Golf Course in Ypsilanti (\$33 Value. Good Any Day, and Any Time on Weekdays and Weekends after 10am until October 1st, 2017)

Recipient: Richard Gala 734-678-7494

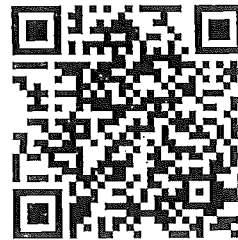
Expires On: 10-01-17

Fine Print:
 Valid Monday - Friday Anytime and Saturday-Sunday after 10am. Must use voucher by October 1st, 2017. Cannot be used in conjunction with any other specials and or leagues/outings. Limit 4 Per Person.

Redeem at:
 Green Oaks Golf Course
 1775 E Clark Rd
 Ypsilanti, MI 48198

Worth
\$17.99

Voucher Code
BFL6W7EQ4



Course Use Only - Validate Voucher

MARK COOPER

COOPER, MARK T.

From: MyGolfDeals.com <shop@mygolfdeals.com>
Sent: Saturday, February 18, 2017 11:55 PM
To: COOPER, MARK T.
Subject: Coupon Confirmation From MyGolfDeals.com Order Quantity No:1

\$32 for TWOSOME PACKAGE - (2) 18 Holes with Cart and Range at Green Oaks Golf Course in Ypsilanti (\$64 Value. Good Any Day, and Any Time on Weekdays and Weekends after 10am until October 1st, 2017)

Recipient:

mark cooper

Expires On:

10-01-17

Fine Print:

Valid Monday - Friday Anytime and Saturday-Sunday after 10am. Must use voucher by October 1st, 2017. Cannot be used in conjunction with any other specials and or leagues/outings. This package is for TWO GOLFERS. Limit 4 per person.

Redeem at:

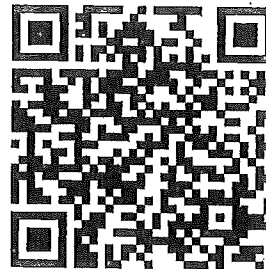
Green Oaks Golf Course
1775 E Clark Rd
Ypsilanti, MI 48198

Worth

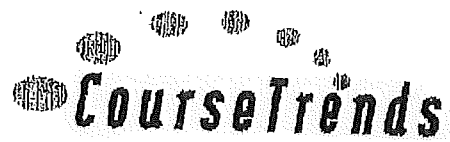
\$32.00

Voucher Code

9T1LN7GB4



4



CourseTrends
Internet Marketing | Tee Time Reservation

Quote Valid From	11/7/2014	Sales Rep	Bob Gryta
Quote Valid Thru	11/30/2014	Quote #	1082

Purchaser:

Green Oaks Golf Course
Attn: Justine Blair
1775 E Clark Road
Ypsilanti MI, 48198
734-485-0881
jblair@ytown.org

Services Terms:

- \$1,500 Activation Fee (waived)
- 12 Month Contract
- 90 Day cancellation clause
- **Golf18 Network Benefits:**
 - National Distribution Network
 - 2,000 plus golf courses Nationwide
 - Over 2,000,000 golfers and growing
 - You control your times and prices
 - Booking engine & automated emails
 - Featured ads for your golf course
 - Pay for performance model

Service Plans

Step 1: Service Plan

- Internet Marketing Solution – Web, Mobile and Social Media
- Tee Time Distribution - Golf18 Booking Engine and Golf18 Network

Step 2: Trade Terms

- Internet Marketing for a trade of 1 tee time per day. Tee time includes green and cart fee, is marketed through solution and will fall between 10 a.m. and 1 p.m. daily.

By signing this form I agree to the CourseTrends Terms and Conditions as stated on the website and agree paying the selected service plan fee:

Authorized Purchaser:

Date: 11.13.14

Features Details

CourseTrends.com
9111 Jollyville Rd., Ste.108 Austin, TX 78759
Phone 512.236.0060 – Fax 512.236.0602



CourseTrends
Internet Marketing | Tee Time Reservation

Quote Valid From 3/24/15	Sales Rep Kyle Spiegel
Quote Valid Thru 4/1/15	Quote # 1091
Purchaser: Green Oaks Golf Course Attn: Justin Blair 1775 E Clark Road Ypsilanti, MI 48198 Phone: (734) 485-0881 jblair@ytown.org	Services Terms: <ul style="list-style-type: none"> • 12 Month Contract • Contract auto renews annually for 12 months unless at least 30 days written notice is given. • \$4,500 Reservation Center Activation Fee (waived) • Tee Time Reservation Center Tee Time Reservations 24x7 Free Trial through 6/1/15

Service Plans	Monthly
Section 1 Product <input type="checkbox"/> Tee Time Reservation Center <i>*See "Appendix 1, Features Details" on pg3 for product descriptions.</i>	See 2.2 below
Section 2 Payment Terms: 2.1) Trial period ending 6/1/15. 2.2) If the course decides to continue, Tee Time Reservation Center will be added for 1 additional tee time per day. Tee Time includes green and cart fee, is marketed through solution, and will fall between 10 a.m. and 1 p.m. daily.	

By signing this form I agree to the following:

1. CourseTrends **Terms and Conditions** as stated on the website (<https://www.coursetrends.com/terms/>)
2. Agree to payment and service terms as described above.

Authorized Purchaser:

Signature:
 Name: JUSTIN BLAIR
 Title: DIRECTOR OF GOLF
 Date: 4.7.15

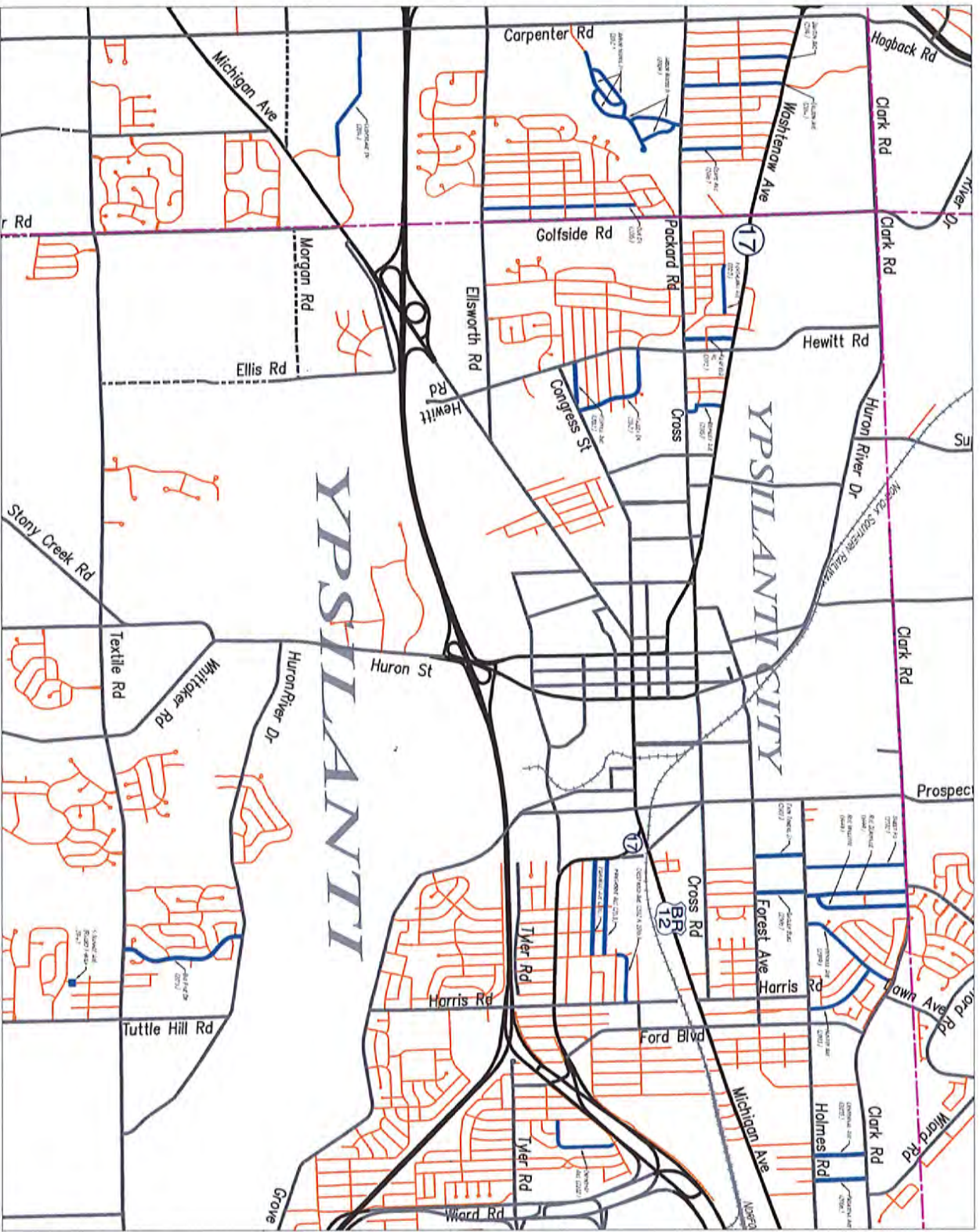
CourseTrends:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

WASHTENAW COUNTY ROAD COMMISSION

Neighborhood Traffic Management Program - Ypsilanti Twp - Completed Projects

Project #	Section #	Road	Location details	Construction Year	# of Speed Humps	Material
1	3	Rue Deauville	Clark / Holmes	1999	4	HMA
2	3	Rue Willette	Clark / Rue Deauville	1999	4	HMA
3	11	Onandaga Ave	Ecorse / Eugene	2002	3	HMA
4	3	Sweet Rd	Clark / Holmes	2002	4	HMA
5	2 & 3	Hunter Ave	Wendell / Holmes	2003	4	HMA
6	2	Centennial Ave	Clark / Holmes	2005	3	HMA
7	3	Bagley Ave	Holmes / Forest	2006	3	HMA
8	2	Pasadena Ave	Clark / Holmes	2006	3	HMA
9	3	Twin Towers St	Holmes / Forest	2007	3	HMA
10	3	Wendell Ave	Clark / Holmes	2009	6	Concrete
11	10	Crestwood Ave	Harris / Glenwood	2012	3	HMA
12	7	Merrill Ave	Hewitt / Congress	2012	3	Concrete
13	10	Parkwood Ave	Ecorse / Glenwood	2012	7	HMA
14	7	Valley Dr	Hewitt / Congress	2012	5	Concrete
15	22	Big Pine Dr	Huron River Dr / Textile	2013	9	Concrete
16	6	Fairfield Rd	Washtenaw / Cross	2013	4	Concrete
17	10	Hawthorne Ave	Ecorse / Glenwood	2013	7	Concrete
18	6	Northlawn Ave	Brookside / Dexter	2013	3	Concrete
19	27	S Ivanhoe Ave	James / Trillium	2014	Raised X-walk	Concrete
20	6	Berkley	Washtenaw / Packard	2015	3	Concrete
21	33	Greene Farms subdivision	Roxbury Dr & Berwick Dr	2015	X-walk	N/A
22	10	Crestwood Ave - Additional hump	Harris / Glenwood	2016	1	Concrete



Washtenaw County
Road Commission

Traffic Calming Projects

— Road Name
(Construction Year)



12 December 2018

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 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, Heather Jarrell Roe, Jimmie Wilson Jr., Monica Ross-Williams

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser, Township Resident, stated her and her husband attended the Michigan Public Service Commission and shared the information from that meeting regarding the Nexus pipeline. She encouraged residents to write the Michigan Public Service Commission and voice their objections regarding the pipeline.

Attorney Wm. D. Winters explained the status on the Nexus Pipeline.

Sydney, Eastern Michigan University, President of the Native Student Organization, member of Michigan Indigenous Action Collective (MIAC) stated she has been working with her fellow students and the students at UofM organizing a phone bank calling Representatives and Senators encouraging them to act on Nexus and shut it down.

Andrea Pierce, Township Resident stated they held a rally by the Ypsilanti Water Tower against the Nexus pipeline. She said her group has been writing letters and making contacts making their voices heard against the pipeline. Ms. Pierce stated that on March 13, 2017 at 1:30 pm there would be a Michigan Pipeline Safety Board Meeting at 109 N. Saginaw Hwy, Lansing, MI.

Darlene Devall, Township Resident questioned the benefits of being a member at Green Oaks Golf Course.

Mittie McMaster, Township Resident said she appreciated Kirk Sherwood keeping the membership rates the same but she questioned the twilight times being as late as 6:30pm.

CONSENT AGENDA

A. MINUTES OF THE FEBRUARY 7, 2017 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR FEBRUARY 21, 2017 IN THE AMOUNT OF \$772,429.84

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 21, 2017 REGULAR BOARD MEETING MINUTES
PAGE 2**

**2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2017 IN
THE AMOUNT OF \$38,282.90**

C. JANUARY 2017 TREASURER'S REPORT

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

Motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters spoke about the dangerous conditions that the Sheriffs' department work under and that we appreciate their work. Attorney Winters spoke on the townships' neighborhood stabilization and how the township worked with many entities to achieve this.

Christina Reeves, Township Resident questioned why the township doesn't offer individuals some of the homes they acquire instead of offering them only to Habitat for Humanity. Attorney Winters explained the process.

OLD BUSINESS

1. REQUEST OF KIRK SHERWOOD, DIRECTOR OF GOLF OPERATIONS TO APPROVE THE 2017 GOLF COURSE RATES AND THE GREEN OAKS EMPLOYEE GOLF POLICY (TABLED AT THE FEBRUARY 7, 2017 REGULAR MEETING)

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to remove from table.

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

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2017 Golf Course Rates and the Green Oaks Employee Golf Policy (see attached).

Kirk Sherwood, Director of Golf explained the rate changes.

Mittie McMaster, Township Resident questioned the twilight rate being for 18 holes and not just for 9 holes. Mr. Sherwood stated that twilight golf rate means you can play until dark.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 21, 2017 REGULAR BOARD MEETING MINUTES
PAGE 3**

Darlene Devall questioned whether she could book t-times a week in advance. Mr. Sherwood stated that you could book t-times within 7 days.

Trustee Eldridge questioned whether employees at the golf course would have complimentary golf. Mr. Sherwood stated that if they work over 30 hours a week they can play two rounds of golf and less than 30 hours a week they can play one round.

A motion was made by Trustee Ross-Williams, supported by Trustee Wilson to add a friendly amendment regarding seasonal golf employees if working over 30 hours a week can receive two rounds of complimentary golf and less than 30 hours golf seasonal employees receive one complimentary round of golf.

Myla Harris, Vice President AFSCME Local 3451 questioned Trustee Eldridge why he doesn't have the passion for the Recreation Center that he seems to have with the golf course. She said that there are people at the Rec Center that may lose their jobs but the board hasn't address the issues there but they are spending a numerous amount of time going over issues at the golf course. She stated there is a plan for the golf course but there is not a plan for the Recreation Center.

The motion carried unanimously.

NEW BUSINESS

1. BUDGET AMENDMENT #3

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment #3 (see attached).

The motion carried unanimously.

2. REQUEST OF HABITAT FOR HUMANITY FOR FUNDS FOR THE RENOVATION OF 2827 WOODRUFF AND 2828 WOODRUFF IN THE AMOUNT OF \$60,000.00 BUDGETED IN LINE ITEM #101-950-0000-969-010

A Motion was made by Lovejoy Roe, supported by Treasurer Doe to Approve Request of Habitat for Humanity for Funds for the Renovation of 2827 Woodruff and 2828 Woodruff in the Amount of \$60,000.00 Budgeted in Line Item #101-950-000-969-010.

Mr. Nissly, Habitat for Humanity explained the process for acquiring and refurbishing the homes and thanked Ypsilanti Township for their partnership. He also gave a handout to the Board of some of Habitat's most recent renovations (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 21, 2017 REGULAR BOARD MEETING MINUTES
PAGE 4**

- 3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION OF AGREEMENT WITH OHM TO REPACKAGE AND REBID THE GREEN OAKS GOLF COURSE CART PATH IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$3,900.00 BUDGETED IN LINE ITEM #101-956-000-801-000**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell-Roe to Approve Request of Jeff Allen, Residential Services Director for Authorization of Agreement with OHM to Repackage and Rebid the Green Oaks Golf Course Cart Path Improvements in an Amount Not to Exceed \$3,900.00 Budgeted in Line Item #101-956-000-801-000 (see attached).

The motion carried unanimously.

- 4. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR APPROVAL OF FIVE (5) SEPARATE AGREEMENTS WITH THE WASHTENAW COUNTY ROAD COMMISSION TO INSTALL TRAFFIC CALMING DEVICES ON ALLEN RD. (\$21,404.00), BERWICK DR. (\$40,941.00), RACHEL DR. (\$34,028.00), N. CLUBVIEW DR. (\$45,344.00), AND S. CLUBVIEW DR. (\$25,732.00) IN AN ESTIMATED TOTAL AMOUNT OF \$166,999.00 BUDGETED IN LINE ITEM #101-446-000-818-022**

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve the Request Of Michael Radzik, OCS Director for Approval of Five (5) Separate Agreements with the Washtenaw County Road Commission to Install Traffic Calming Devices on Allen Rd. (\$21,404.00), Berwick Dr. (\$40,941.00), Rachel Dr. (\$34,028.00), N. Clubview Dr. (\$45,344.00), and S. Clubview Dr. (\$25,732.00) in an Estimated Total Amount of \$166,999.00 Budgeted in Line Item #101-446-000-818-022 (see attached).

Arloa Kaiser, Township Resident asked why all street costs weren't the same. Supervisor Stumbo stated some of the streets were longer and needed more speed bumps.

The motion carried unanimously.

- 5. REQUEST OF KAREN WALLIN HUMAN RESOURCES FOR APPROVAL TO MOVE ONE PART TIME CUSTODIAL POSITION TO FULL TIME AND TO POST INTERNALLY IN THE AMOUNT OF \$43,371.95**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Karen Wallin Human Resources for Approval to Move One Part Time Custodial Position to Full Time and to Post Internally in the Amount of \$43,371.95.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 21, 2017 REGULAR BOARD MEETING MINUTES
PAGE 5**

- 6. REQUEST FOR AUTHORIZATION TO SIGN THE PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF ONE (1) OVERHEAD LED STREETLIGHT TO BE LOCATED AT THE BUS STOP AT RUSSELL ST. JUST WEST OF S. FORD BLVD. IN THE AMOUNT OF \$1,381.15 BUDGETED IN LINE ITEM #101-906-000-926-050**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell-Roe to Approve the Request For Authorization to Sign the Purchase Agreement with DTE for the Installation of One (1) Overhead LED Streetlight to be Located at the Bus Stop at Russell St. Just West of S. Ford Blvd. in the Amount of \$1,381.15 Budgeted in Line Item #101-906-000-926-050 (see attached).

The motion carried unanimously.

- 7. REQUEST AUTHORIZATION TO SIGN THE PURCHASE AGREEMENT WITH DTE FOR CONVERSION OF SIXTY SIX (66) OVERHEAD 100 WATT HIGH PRESSURE SODIUM TO 65 WATT LED AND ONE HUNDRED FORTY UNDERGROUND 100 WATT HIGH PRESSURE SODIUM TO 65 WATT LED IN THE AMOUNT OF \$54,384.00 BUDGETED IN LINE ITEM #101-956-000-926-050**

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Request Authorization to Sign the Purchase Agreement with DTE for conversion of Sixty Six (66) Overhead 100 Watt high Pressure Sodium to 65 Watt LED and One Hundred Forty Underground 100 Watt High Pressure Sodium to 65 Watt LED in the Amount of \$54,384.00 Budgeted in Line Item #101-956-000-926-050 (see attached).

The motion carried unanimously.

- 8. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY, MARCH 21, 2017 AT APPROXIMATELY 7:00PM – CREATION OF SPECIAL ASSESSMENT DISTRICT FOR THE HURON HEIGHTS AND HURON RIDGE NEIGHBORHOOD CAMERAS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Request To Set Public Hearing Date of Tuesday, March 21, 2017 at Approximately 7:00pm – Creation of Special Assessment District for the Huron Heights and Huron Ridge Neighborhood Cameras.

The motion carried unanimously.

OTHER BUSINESS

Jeff Allen, Residential Director questioned our payment for the contractor for the Tyler Pond Dam project. Supervisor Stumbo stated that the payments were set up in the agreement.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 21, 2017 REGULAR BOARD MEETING MINUTES
PAGE 6**

Trustee Ross-Williams announced on March 13, 2017 at the Michigan Ave. Library there will be a meeting on the long range 20/40 Plan if residents would like to attend it will be from 5:00pm to 7:00pm.

AUTHORIZATION AND BIDS

- 1. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SEEK SEALED BIDS FOR THE REPLACEMENT OF ROOF SECTION A AT THE COMMUNITY CENTER**

A motion was made by Clerk Lovejoy Roe supported by Treasurer Doe to Approve Request of Jeff Allen, Residential Services Director to Seek Sealed Bids for the Replacement of Roof Section A at the Community Center.

The motion carried unanimously.

- 2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR AUTHORIZATION TO PURCHASE A NEW BANDIT 19XP CHIPPER WITH MIDEAL PRICING CONTRACT #071B3200141 IN AN AMOUNT NOT TO EXCEED \$70,000.00 BUDGETED IN LINE ITEM #590-590-000-977-000 AND FOR AUTHORIZATION TO DISPOSE OF A 2000 AND 2003 CHIPPER BY TRADE IN OR BY SELLING ON THE MICHIGAN INTERGOVERNMENTAL TRADE NETWORK (MITN)**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson, to Approve Request of Jeff Allen, Residential Services Director for Authorization to Purchase a New Bandit 19XP Chipper with Mideal Pricing Contract #071B3200141 in an Amount not to exceed \$70,000.00 Budgeted in Line Item #590-590-000-977-000 and for Authorization to Dispose of a 2000 and 2003 Chipper by Trade in or by Selling on the Michigan Intergovernmental Trade Network (MITN).

The motion carried unanimously.

- 3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SEEK SEALED BIDS FOR THE PURCHASE OF A NEW TORO BATWING MOWER AND FOR AUTHORIZATION TO OBTAIN A QUOTE FOR THE REPAIR OF THE 2001 AND/OR 2004 MOWER.**

This motion was amended to allow for quotes on the repair of the current 2001 and/or 2004 mower. This would be brought back to the board at the next meeting after checking the cost for repairing the mowers.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 21, 2017 REGULAR BOARD MEETING MINUTES
PAGE 7**

- 4. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SEEK PROPOSALS FOR AN ARCHITECT TO DESIGN AND BID PLANS AND TO MANAGE THE PROJECT TO IMPROVE ADA ACCESSIBILITY AT THE CIVIC CENTER AND 14B DISTRICT COURT IN AN AMOUNT NOT TO EXCEED \$5,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000**

A motion was made by Trustee Wilson, supported by Trustee Jarrell Roe, to Approve Request of Jeff Allen, Residential Services Director to Seek Proposals for an Architect to Design and Bid Plans and to Manage the Project to Improve ADA Accessibility at the Civic Center and 14B District Court in an Amount Not to Exceed \$5,000.00 Budgeted in Line Item #101-956-000-801-000.

The motion carried unanimously.

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

The motion carried unanimously.

The meeting was adjourned at approximately 8:45p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Revised for February 21, 2017 Board Meeting

<u>Seasonal Rate (Before May 1st , After Sept 30)</u>	<u>2017 Rates</u>		<u>2016 Rates</u>	
	<u>9 Holes</u>	<u>18 Holes</u>	<u>9 Holes</u>	<u>18 Holes</u>
Weekday	\$13.00	\$15.00	\$13.00	\$15.00
Weekday (Senior/Student)	\$10.00	\$13.00	\$10.00	\$13.00
Weekend	\$14.00	\$16.00	\$13.00	\$15.00
Cart Fees	\$5.00	\$10.00	\$5.00	\$10.00
<u>In Season Rate (May 1st through Sept 30th)</u>	<u>9 Holes</u>	<u>18 Holes</u>	<u>9 Holes</u>	<u>18 Holes</u>
Weekday	\$15.00	\$20.00	\$15.00	\$20.00
Weekday (Senior/Student)	\$10.00	\$14.00	\$10.00	\$14.00
Weekday Twilight 6:30 p.m. -CL	\$17.00 w/cart		Twilight 6:00 p.m.-CL	\$18.00 w/cart
Weekend	\$18.00	\$24.00	\$17.00	\$24.00
Weekend 1 p.m. - 5 p.m.	\$17.00	\$19.00	New	New
Weekend Twilight 5:00 p.m. -CL		\$25.00 w/cart		\$25.00 w/cart
Replay Rate	\$10.00	\$20.00	\$5.00	\$10.00
Cart Fees	\$5.00	\$10.00	\$5.00	\$10.00
League Fees	\$16.00 per Player Including Cart (11.00 Walking)		\$16.00 Per Player Including Cart (11.00 Walking)	
*Ypsilanti Residents Deduct \$2 with ID on In-Season Rates			*Ypsilanti Residents Deduct \$2 with ID on In-Season Rates	

	<u>2017 Seasonal Pass Pricing</u>		<u>2016 Seasonal Pass Pricing</u>	
	<u>Resident</u>	<u>Non Resident</u>	<u>Resident</u>	<u>Non Resident</u>
7 Day Season Pass	\$800	\$1,000	7 Day Season Pass	\$800
Add Spouse/Child	\$225	\$355	Add Spouse/Child	\$225
5 Day Season Pass	\$500	\$690	5 Day Season Pass	\$500
Add Spouse/Child	\$225	\$355	Add Spouse/Child	\$225
Season Cart Pass	\$500	\$600	Season Cart Pass	\$500
Cart Storage Fee-			Cart Storage Fee-	
Grandfathered-In Only	\$250		Grandfathered-In Only	\$250

Charter Township of Ypsilanti Green Oaks Golf Course Employee Golf Policy

The purpose of this policy is to establish clarity regarding Green Oaks Golf Course employee golf benefit. Any violations of the rules set forth will result in the loss of privileges of playing golf at Green Oaks and may include discipline up to termination. Golf course management reserves the right to modify these policies regarding the employee golf benefit at any time.

Stipulations Golf Employee

1. Employees working 30 or more hours- 2 Rounds of Golf with Cart per week.
2. Employees working less than 30 hours per week-1 Round of Golf with Cart per week.
3. Rounds cannot be split into four individual 9-hole rounds per week.
4. All play will start on the 1st or 10th hole at the discretion of the golf shop staff at check in.
5. All employees must sign and date the employee golf check- in sheet located at the counter.
6. Any guest of an employee will pay the regular rate for golf fees.
7. Employee play will be restricted to Monday-Friday before 3:00 p.m. and Saturday-Sunday after 3:00 p.m., unless given prior permission by golf course management. The employee rates and fees do not apply to leagues and outings.

Employee Signature/Date

Golf Director Signature/Date

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

February 21, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$201,137.00

Request to increase budget to change from part time custodian to a floating full time custodian in the Building Operations Department within the General Fund. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$43,372.00
		Net Revenues	<u>\$43,372.00</u>
Expenditures:	Salary-Wages	101-000-000-706.000	\$14,152.00
	FICA	101-265-000-715.000	\$1,083.00
	Health Care	101-265-000-719.000	\$18,510.00
	Sick & Accident	101-265-000-719.001	\$478.00
	Dental	101-265-000-719.015	\$417.00
	Vision	101-265-000-719.016	\$257.00
	Health Care Deduction	101-265-000-719.020	\$6,450.00
	Admin Fee - Health Care	101-265-000-719.021	\$90.00
	Life	101-265-000-720.000	\$198.00
	MERS	101-265-000-876.000	\$1,737.00
		Net Expenditures	<u>\$43,372.00</u>

Request to increase budget to install traffic calming devices (speed humps) at Allen Rd., Berwick Dr., Rachel Dr., N Clubview Dr., and S Clubview Dr. The total project is \$166,999 and we already have \$150,000 budgeted in the account. We will need an additional \$16,999 budgeted. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$16,999.00
		Net Revenues	<u>\$16,999.00</u>
Expenditures:	Highway Street & Road construction	101-446-000-818.022	\$16,999.00
		Net Expenditures	<u>\$16,999.00</u>

Request to increase budget to purchase a Toro mower not to exceed the estimated cost of \$65,000. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$65,000.00
		Net Revenues	<u>\$65,000.00</u>
Expenditures:	Equipment	101-774-000-977.000	\$65,000.00
		Net Expenditures	<u>\$65,000.00</u>

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

February 21, 2017

101 - GENERAL OPERATIONS FUND - CONTINUED

Budget for DTE to install an overhead LED street light at the corner of Russell Street & S Ford Blvd. This will be fund by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,382.00
		Net Revenues	\$1,382.00
Expenditures:	Street Light - Construction/Conversion	101-956-000-926.050	\$1,382.00
		Net Expenditures	\$1,382.00

Budget for DTE to convert 206 street lights to LED this will be Township wide. This will be fund by an Energy Rebate of \$4,326 and an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$50,058.00
	Rebates & Energy Savings Credit	101-000-000-675.100	\$4,326.00
		Net Revenues	\$54,384.00
Expenditures:	Street Light - Construction/Conversion	101-956-000-926.050	\$54,384.00
		Net Expenditures	\$54,384.00

Request to carryover 2016 approved budgeted funds for the camera installation at Holmes Road. The installation of the NVR components approved in 2016 were not delivered and installed until 2017. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$20,000.00
		Net Revenues	\$20,000.00
Expenditures:	Capital - Neighborhood Camera System	101-970-000-972.000	\$20,000.00
		Net Expenditures	\$20,000.00

206 - FIRE FUND

Total Increase \$10,098.00

Request to carryover 2016 budgeted funds for the purchase of uniforms. The purchase order and order was placed in November for new uniforms. The uniforms were not delivered until the end of January 2017. This will be funded by an Appropriation of Prior Year Fund Balance.

Expenditures:	Prior Year Fund Balance	206-000-000-699.000	\$10,098.00
		Net Expenditures	\$10,098.00
Expenditures:	Uniforms - New and Badges	206-206-000-741.001	\$10,098.00
		Net Expenditures	\$10,098.00

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

February 21, 2017

590 - COMPOST FUND

Total Increase \$70,000.00

Request to increase the budget for the purchase of new chipper to replace the old 2003 equipment. Not to exceed the estimated cost of \$70,000. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$70,000.00
		Net Revenues	<u><u>\$70,000.00</u></u>
Expenditures:	Equipment	590-590-000-977.000	\$70,000.00
		Net Expenditures	<u><u>\$70,000.00</u></u>

Motion to Amend the 2017 Budget (#3):

Move to increase the General Fund budget by \$201,137 to \$8,560,635 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$10,098 to \$5,080,842 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$70,000 to \$526,534 and approve the department line item changes as outlined.

Habitat for Humanity Handout at 2-21-17 Regular Meeting

1806 Carol Ann – Tax Foreclosure:



Closing 6/17 Price TBD



1037 Evelyn – HUD Challenge Grant:



Sold 5/16 Price \$127k



1256 Jones – Tax Foreclosure:



Sold 2/17 Price \$130k



124 Kansas – Ytown Renovation Support:

Sold 10/16 Price \$115k



570 Greenlawn – Tax Foreclosure:

Sold 10/16 Price \$114k



1045 Parkwood – Ytown Renovation Support:

Sold 12/15 Price \$114k





February 13, 2017

Ms. Brenda Stumbo
Township Supervisor
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Proposal for Green Oaks Golf Course Cart Path Improvements

Dear Mr. Allen:

Thank for the opportunity to submit this proposal to provide services to repackage and rebid the Green Oaks Golf Course Cart Path Improvements. As you know, this project was originally bid on September 23, 2016. Due to the bid amounts coming in above what was budgeted at the time, the Township has requested OHM Advisors to rebid the project in a manner that allows the Township more options and in hopes to receive prices that are more competitive.

This proposal includes the following:

1. One (1) kickoff meeting (2-hours) to discuss the scope, preferred construction timing and schedule, potential alternates (i.e. first nine holes, back nine holes, and alternate).
2. Repackage the contract documents including the alternates, if any.
3. Rearrange the bid package using the existing maps (no alterations to the maps other than notations as discussed in kickoff meeting). This task also includes modifications to special instructions to bidders and supplemental specifications.
4. Advertise and bid revised contract documents. OHM will also conduct the bid opening and produce a letter of recommendation to the Township.
5. OHM will produce an updated engineer's estimate based on the scope of work bid.

This proposal does not include the following:

- ▶ Additional design elements that were not already considered in the 2016 design and bidding process
- ▶ Modifications to the Method of Payment

The fee to repackage and bid is estimated to be a not to exceed lump sum of \$3,900.00.

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed. Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.



OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

(Signature)

Brenda Stumbo

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

(Date)

Feb. 22, 2017

(Signature)

Karen Lovejoy Roe

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

Feb. 22, 2017

**AGREEMENT BETWEEN
CHARTER TOWNSHIP OF YPSILANTI AND
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this 22 day of February, 2017 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install three (3) speed humps on Allen Avenue between Holmes Road and Forest Avenue (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended; and

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$ 21,404.00.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

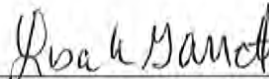
AGREEMENT SUMMARY


Estimated Cost

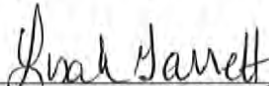
Installation of three speed humps on Allen Avenue **\$21,404.00.**

FOR YPSILANTI TOWNSHIP:


Brenda L. Stumbo, Supervisor Feb. 22, 2017

 Witness
Feb. 22, 2017


Karen Lovejoy Roe, Clerk Feb. 22, 2017

 Witness
Feb. 22, 2017

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

**AGREEMENT BETWEEN
CHARTER TOWNSHIP OF YPSILANTI AND
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this 22 day of February 2017 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install six (6) speed humps on Berwick Drive between Rachel Drive and Hampton Drive (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended; and

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$40,491.00.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.


AGREEMENT SUMMARY

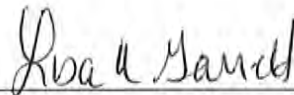
Estimated Cost

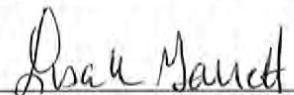
Installation of six speed humps on Berwick Drive **\$40,491.00.**

FOR YPSILANTI TOWNSHIP:


Brenda L. Stumbo, Supervisor Feb. 22, 2017


Karen Lovejoy Roe, Clerk Feb. 22, 2017

 Witness
Feb 22, 2017

 Witness
Feb 22, 2017

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair _____
Witness

Roy D. Townsend, Managing Director _____
Witness

**AGREEMENT BETWEEN
CHARTER TOWNSHIP OF YPSILANTI AND
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this 22 day of February, 2017 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install seven (7) speed humps on North Clubview Drive between Packard Road and Greenside Avenue (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended; and

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$45,344.00.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

AGREEMENT SUMMARY

Estimated Cost

Installation of seven speed humps on North Clubview Drive **\$45,344.00.**

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor Feb. 22, 2017

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk Feb. 22, 2017

Robert Barnett Witness
Feb. 22, 2017

Robert Barnett Witness
Feb. 22, 2017

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair Witness

Roy D. Townsend, Managing Director Witness

**AGREEMENT BETWEEN
CHARTER TOWNSHIP OF YPSILANTI AND
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this 22 day of February, 2017 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install five (5) speed humps on Rachel Drive between Hitchingham Road and Dover Drive (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended; and

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$34,028.00.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

AGREEMENT SUMMARY

Estimated Cost

Installation of five speed humps on Rachel Drive **\$34,028.00.**

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor Feb. 22, 2017

Joak Mancel Witness
Feb. 22, 2017

Karen Lovejoy Roe, Clerk Feb. 22, 2017

Joak Mancel Witness
Feb. 22, 2017

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

**AGREEMENT BETWEEN
CHARTER TOWNSHIP OF YPSILANTI AND
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this 22 day of February, 2017 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install four (4) speed humps on South Clubview Drive between Ellsworth Road and Greenside Avenue. (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended; and

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$25,732.00.


IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.


AGREEMENT SUMMARY


Estimated Cost

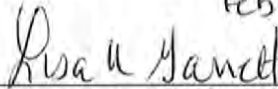
Installation of four speed humps on South Clubview Drive **\$25,732.00.**

FOR YPSILANTI TOWNSHIP:


Brenda L. Stumbo, Supervisor Feb. 22, 2017


Karen Lovejoy Roe, Clerk Feb. 22, 2017

 Witness
Feb. 22, 2017

 Witness
Feb. 22, 2017

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

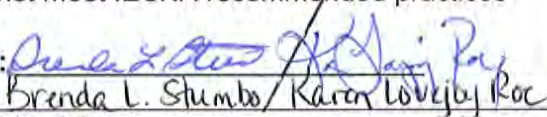
Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of February 14, 2017 between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("Customer").

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

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

1. DTE Work Order Number:	46888982 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Russell St just west of S Ford Blvd at the bus stop in Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (1) overhead fed 65watt Autobahn LED with black housing mounted on a 6' arm attached to an existing wood pole.	
5. Estimated Total Annual Lamp Charges	\$146.52	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$1,820.71
	Credit for 3 years of lamp charges:	\$439.56
	CIAC Amount (cost minus revenue)	\$1,381.15
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Signature:  Brenda L. Stumbo / Karen Lovejoy Roe	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

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

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

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

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

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

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

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

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

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

12. Experimental Emerging Lighting Technology ("EELT") Terms:

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

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

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

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

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

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: [Signature] / [Signature]
Name: Brenda L. Stumbo / Karen Lovejoy Roe
Title: Supervisor / Clerk
Feb. 22, 2017 / Feb. 22, 2017

Attachment 1 to Purchase Agreement

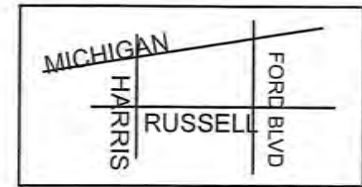
Map of Location

[To be attached]



Know what's below.
Call before you dig

YPSILANTI TOWNSHIP
INSTALL (1) 65W AUTOBAHN LED LLY (BLACK)
INSTALL (1) CODE 46 SUPPORT ARM
EXHIBIT B



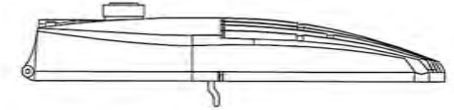
WL 1:
IN: DET 605D

WL 2:
IN: DET 605D
IN: MULTIPLE LED 65 LLY COBRA - 7 PIN - BLACK
IN: OH CODE S46
IN: PC1LL
L 65 AFV324 -- 9000 YPSIL -- A230 -- 531

WL3
IN 6262D SC 117'

S HARRIS RD

S FORD BLVD



65W AUTOBAHN LED LLY

JOB NOTE
STREETLIGHT TO BE INSTALL
ON OVERHEAD POLE
FACE SOUTH TOWARD RUSSELL ST
TO LIGHT UP BUS STOP

RUSSELL ST

RUSSELL ST

PWO 46888982 8.5X11L

Streetlight Billing Summary
A230 - YPSILANTI TWP OF
9000 YPSIL IN 1 *531
Created on: 1/19/2017 3:04:54 PM

DTE Energy									
DTE Electric - Distribution Engineering and Planning									
Service Planner		Work Order Description							
Lee, Linda K		SL - NBUS - 1 OH - Russell St & S Ford Blvd - Ypsilanti Twp							
Phone	Work Order #	GIS-DSN	COH	CUL	CUG	PLC			
734.397.4169	46889453	46889458	46889467						
Supervisor	Circuit #1		Circuit #2		PH	SCMAT			
	MOTT 8124					46889466			
Brian R Kinnick	Service Center	Worksite City		Worksite Twp		County			
734.397.4024	ANN			YPSILANTI		Washtenaw			
Planning Engineer	JU Work to be Performed		JU		RSD				
	JU Company		Contact	Email	Phone				
	JU Company		Contact	Email	Phone				
Phone	CUE Number	Ver	Plot Date	Scale	Town	Range	Section	Qtr	
	702374	1	2/13/2017	N/A	03S	07E	10		

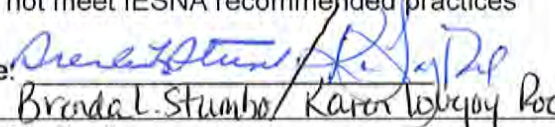
Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of February 15, 2017 between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("Customer").

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

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

1. DTE Work Order Number:	46486090 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	2017 LED Conversion Project, as more fully described on the maps attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	206	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	<u>Overhead (OH):</u> 66 – 100 watt High Pressure Sodium to 65 watt LED <u>Underground (UG):</u> 140 – 100 watt High Pressure Sodium to 65 watt LED	
5. Estimated Total Annual Lamp Charges	\$51,955.92	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$54,384.00
	Credit for 3 years of lamp charges:	N/A
	CIAC Amount (cost minus revenue)	\$54,384.00
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
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Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: Brenda L. Stumbo / Karen Lovejoy Roe

Name: Brenda L. Stumbo / Karen Lovejoy Roe

Title: Supervisor / Clerk
Feb. 22, 2017 / Feb. 22, 2017

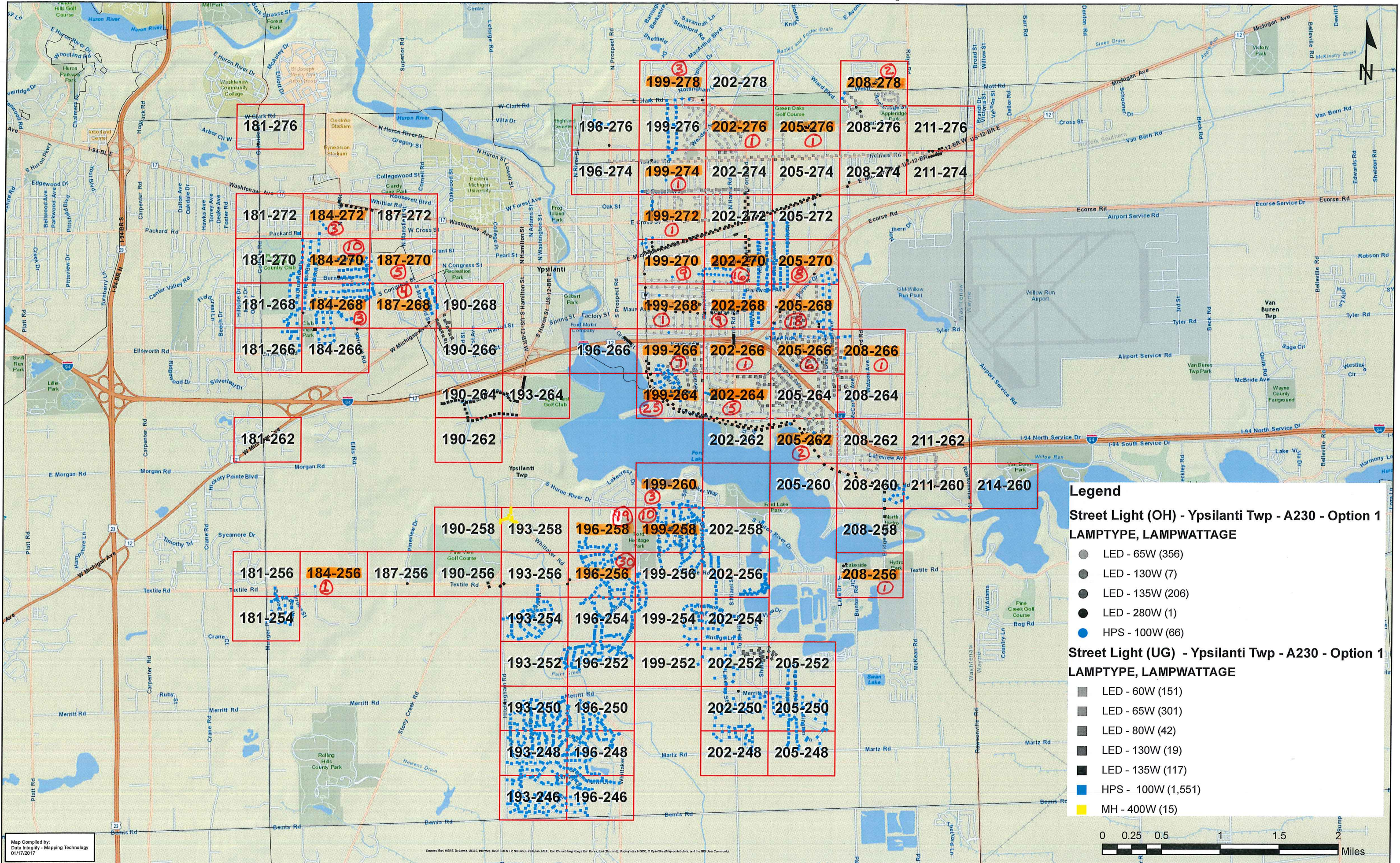
Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

Ypsilanti Twp - Option 1 Streetlight Locations - Map Sheet Index

206 TOTAL COBRA HEADS



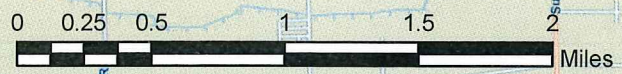
Legend

**Street Light (OH) - Ypsilanti Twp - A230 - Option 1
LAMPTYPE, LAMPWATTAGE**

- LED - 65W (356)
- LED - 130W (7)
- LED - 135W (206)
- LED - 280W (1)
- HPS - 100W (66)

**Street Light (UG) - Ypsilanti Twp - A230 - Option 1
LAMPTYPE, LAMPWATTAGE**

- LED - 60W (151)
- LED - 65W (301)
- LED - 80W (42)
- LED - 130W (19)
- LED - 135W (117)
- HPS - 100W (1,551)
- MH - 400W (15)



Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON



ACCOUNTING DEPT

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

MARCH 7, 2017 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	412,319.42
HAND CHECKS -	\$	536,735.52
CREDIT CARDS PURCHASES -	\$	11,590.56
GRAND TOTAL -	\$	960,645.50

Check Date	Check	Vendor Name	Amount
Bank AP AP			
03/07/2017	174554	ALL SEASONS LANDSCAPING CO.	201.86
03/07/2017	174555	ALLGRAPHICS CORPORATION	1,378.30
03/07/2017	174556	ALLIED SUBSTANCE ABUSE	76.00
03/07/2017	174557	AMERICAN ARBITRATION ASSOC.	275.00
03/07/2017	174558	ANGLIN CIVIL LLC	67,549.70
03/07/2017	174559	ANN ARBOR AREA CONVENTION	75.00
03/07/2017	174560	ANN ARBOR CLEANING SUPPLY	23.18
03/07/2017	174561	ANN ARBOR WELDING SUPPLY CO	208.32
03/07/2017	174562	AUTO VALUE YPSILANTI	255.43
03/07/2017	174563	BRANDON SLAVEN	150.00
03/07/2017	174564	CARLISLE/WORTMAN ASSOCIATES	13,867.50
03/07/2017	174565	CHARTER TOWNSHIP OF SUPERIOR	37.03
03/07/2017	174566	CINCINNATI TIME SYSTEMS	669.70
03/07/2017	174567	CLARENCE TAYLOR III	60.00
03/07/2017	174568	COMERICA BANK	600.00
03/07/2017	174569	COMPLETE BATTERY SOURCE	92.75
03/07/2017	174570	CONGDON'S	72.40
03/07/2017	174571	DAYLAN JACKSON	30.00
03/07/2017	174572	DTE ENERGY COMPANY -	1,381.15
03/07/2017	174573	DTE ENERGY COMPANY -	54,384.00
03/07/2017	174574	EASTERN OIL COMPANY	2,020.80
03/07/2017	174575	FEDERAL EXPRESS CORPORATION	249.17
03/07/2017	174576	FIBER LINK	78.75
03/07/2017	174577	GARY STAFFORD	30.00
03/07/2017	174578	GLOBAL EQUIPMENT COMPANY	1,160.47
03/07/2017	174579	GORDON CRUMP	20.00
03/07/2017	174580	GORDON FOOD SERVICE INC.	231.86
03/07/2017	174581	GOVERNMENTAL CONSULTANT	2,850.00
03/07/2017	174582	GRAINGER	112.93
03/07/2017	174583	GREGORY CRUMP	60.00
03/07/2017	174584	GRIFFIN PEST SOLUTIONS	93.00
03/07/2017	174585	HABITAT FOR HUMANITY	60,000.00
03/07/2017	174586	HEIKKINEN PRODUCTIONS	55.00
03/07/2017	174587	HOME DEPOT	405.81
03/07/2017	174588	HURON VALLEY AMBULANCE	2,299.50
03/07/2017	174589	HURON VALLEY CABLING & CONSULTING	498.80
03/07/2017	174590	INTERNATIONAL ASSOCIATION	120.00
03/07/2017	174591	KAREN LOVEJOY ROE	55.19
03/07/2017	174592	LOWE'S	53.00
03/07/2017	174593	LOWER HURON SUPPLY	11.12
03/07/2017	174594	LYDEN OIL COMPANY	2,351.75
03/07/2017	174595	MAPS BY WAGNER	100.00
03/07/2017	174596	MARCUS DRUMMER	30.00
03/07/2017	174597	MARK HAMILTON	1,500.00
03/07/2017	174598	MAXX SUNGLASSES	240.00
03/07/2017	174599	MCLAIN AND WINTERS	112,755.99
03/07/2017	174600	MCMASTER-CARR	97.69
03/07/2017	174601	MICHIGAN LINEN SERVICE, INC.	864.67
03/07/2017	174602	MLIVE MEDIA GROUP	273.50
03/07/2017	174603	MONARCH PRINT AND MAIL	3,363.77
03/07/2017	174604	MR. ROOF HOLDING CO., LLC	84.75
03/07/2017	174605	NAPA AUTO PARTS	166.76
03/07/2017	174606	OFFICE EXPRESS	769.88
03/07/2017	174607	ORCHARD, HILTZ & MCCLIMENT INC	19,217.50
03/07/2017	174608	OSCAR W. LARSON CO.	290.00
03/07/2017	174609	PM TECHNOLOGIES, LLC	649.73
03/07/2017	174610	REGINALD REEVES	60.00
03/07/2017	174611	RENT A WRECK	356.25
03/07/2017	174612	RICHARD ELLSWORTH	150.00
03/07/2017	174613	SAM'S CLUB DIRECT	7.48
03/07/2017	174614	SHEILA JELKS	100.00
03/07/2017	174615	SMEMISC	195.00
03/07/2017	174616	SOUTHERN COMPUTER WAREHOUSE	419.73
03/07/2017	174617	STANDARD & POOR'S	2,000.00
03/07/2017	174618	TINA HOTCHKISS	860.00
03/07/2017	174619	TODD BARBER	2,975.00
03/07/2017	174620	VAN BUREN STEEL & FABRICATING	545.90
03/07/2017	174621	VANTAGE APPAREL	478.50
03/07/2017	174622	VICTORY LANE	83.23
03/07/2017	174623	W.J. O'NEIL COMPANY	1,948.50
03/07/2017	174624	WALSH MARINE BUOYS	529.00
03/07/2017	174625	WASHTENAW COUNTY LEGAL NEWS	45.00
03/07/2017	174626	WASHTENAW COUNTY TREASURER#	45,540.00
03/07/2017	174627	WEINGARTZ	120.38
03/07/2017	174628	WELLS FARGO FINANCIAL LEASING	1,135.58
03/07/2017	174629	YPSILANTI COMMUNITY	221.16

AP TOTALS:

02/28/2017 03:19 PM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
CHECK NUMBERS 174554 - 174629

Check Date	Check	Vendor Name	Amount
Total of 76 Checks:			412,319.42
Less 0 Void Checks:			0.00
Total of 76 Disbursements:			<u>412,319.42</u>

Check Date	Check	Vendor Name	Amount
HAND CHECKS			
Bank AP AP			
02/14/2017	174500	COMCAST CABLE	5,334.70
02/14/2017	174501	COMCAST CABLE	121.60
02/14/2017	174502	COMCAST CABLE	234.85
02/14/2017	174503	COMCAST CABLE	104.85
02/14/2017	174504	COMCAST CABLE	104.85
02/14/2017	174505	GUARDIAN ALARM	960.00
02/14/2017	174506	GUARDIAN ALARM	453.93
02/14/2017	174507	VERIZON WIRELESS	2,190.90
02/14/2017	174508	VERIZON WIRELESS	1,358.65
02/14/2017	174509	WASTE MANAGEMENT	950.82
02/14/2017	174510	WASTE MANAGEMENT	99,817.62
02/14/2017	174511	WASTE MANAGEMENT	29,367.47
02/14/2017	174512	WASTE MANAGEMENT	682.71
02/14/2017	174513	WASTE MANAGEMENT	229.98
02/14/2017	174514	WASTE MANAGEMENT	1,456.19
02/14/2017	174515	WASTE MANAGEMENT	29,079.87
02/15/2017	174516	MONARCH PRINT AND MAIL	1,321.84
02/16/2017	174517	ALAN SCHOCK	14.00
02/16/2017	174518	ANTHONY WALKER	14.00
02/16/2017	174519	BEATRICE KORTE	14.00
02/16/2017	174520	BRADLEY FARMER	14.00
02/16/2017	174521	CASSANDRA JAMES	14.00
02/16/2017	174522	DANIEL VANSTRIEN	55.50
02/16/2017	174523	DEANN ALEX	14.00
02/16/2017	174524	DEMETRIUS OWENS	14.00
02/16/2017	174525	DIANA MERRELL	14.00
02/16/2017	174526	DORIS GIVAN	14.00
02/16/2017	174527	GWENDOLYN MASK	14.00
02/16/2017	174528	JENNIFER JENKINS	14.00
02/16/2017	174529	JEREMY ZINN	14.00
02/16/2017	174530	JOHNNIE ROBIN	14.00
02/16/2017	174531	JOSHUA GOMEZ	55.50
02/16/2017	174532	JUDITH MOHL	14.00
02/16/2017	174533	KATHERINE SHAFER	14.00
02/16/2017	174534	LINDA BROOKS	55.50
02/16/2017	174535	LISA LYNCH	14.00
02/16/2017	174536	LISA REED	14.00
02/16/2017	174537	MARISSA HANSOR	14.00
02/16/2017	174538	MELODY STEVENS	14.00
02/16/2017	174539	ROBERT LEVANSELER	55.50
02/16/2017	174540	ROBERT WAGNER	14.00
02/16/2017	174541	SHANE SMITH	14.00
02/16/2017	174542	SOPHIA ENGLISH	55.50
02/16/2017	174543	STACEY WALLACE	55.50
02/16/2017	174544	TRACY WITTKOPP	55.50
02/16/2017	174545	WAYDE BAKER	14.00
02/16/2017	174546	YPSILANTI TOWNSHIP PETTY CASH	600.00
02/17/2017	174547	AL WALTERS HEATING AND COOLING	975.00
02/17/2017	174548	PEPSI BEVERAGES COMPANY	247.68
02/21/2017	174549	MARK HAMILTON	1,500.00
02/21/2017	174550	MICHIGAN MUNICIPAL LEAGUE	189,756.00
02/22/2017	174551	MONARCH PRINT AND MAIL	554.32
02/24/2017	174552	BLUE CROSS BLUE SHIELD OF MI	131,832.18
02/24/2017	174553	BLUE CROSS BLUE SHIELD OF MI	36,803.01

AP TOTALS:

Total of 54 Checks:	536,735.52
Less 0 Void Checks:	0.00
Total of 54 Disbursements:	<u>536,735.52</u>

02/28/2017 03:21 PM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 15 - 16

Check Date	Check	Vendor Name	Description	Amount
Bank CARDS COMERICA COMMERCIAL CARD				
02/28/2017	15(E)	COMERICA BANK	HP LASERJET ENT MFP M527F	3,299.88
			MICROSOFT SURFACE BOOK	1,562.43
			RICOH BLACK INK CARTRIDGE (841720)	96.22
			SIRIUSXM RADIO EQUIPMENT	487.38
			HP PRINTER TONER	381.24
			MICROSOFT SURFACE BOOK	1,279.00
			MICROSOFT SURFACE BOOK	1,446.37
			SPIGEN TOUGH ARMOR GALAXY S7	75.96
			MICROSOFT SURFACE BOOK	1,279.99
			POWER CORDS AND BOXES	91.57
			CANON IMAGEFORMULA DR-M160II	799.99
			STORAGE SHELVING	167.55
			IT REFERENCE BOOKS	62.98
			TUITION FOR ON LINE CERTIFIED ELECTRONIC	560.00
				<u>11,590.56</u>
CARDS TOTALS:				
Total of 1 Checks:				11,590.56
Less 0 Void Checks:				0.00
Total of 1 Disbursements:				<u>11,590.56</u>

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #4**

March 7, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$250,000.00

Request to increase budget for a contribution transfer to the Golf Course Fund for installation and improvement of golf cart paths. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$250,000.00
		Net Revenues	<u>\$250,000.00</u>
Expenditures:	Contribution to Golf Course	101-999-000-969.584	\$250,000.00
		Net Expenditures	<u>\$250,000.00</u>

584 - GOLF COURSE FUND

Total Increase \$250,000.00

Request to increase the budget for installation and improvement of the golf cart paths. This will be funded by a Contribution from the General Fund.

Revenues:	Transfer In from General Fund	584-000-000-697.000	\$250,000.00
		Net Revenues	<u>\$250,000.00</u>
Expenditures:	Capital Outlay - Other	584-584-000-971.000	\$250,000.00
		Net Expenditures	<u>\$250,000.00</u>

Motion to Amend the 2017 Budget (#4):

Move to increase the General Fund budget by \$250,000 to \$8,810,635 and approve the department line item changes as outlined.

Move to increase the Golf Course Fund budget by \$250,000 to \$1,051,337 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

Memorandum

To: Karen Lovejoy Roe, Ypsilanti Township Clerk
From: Chris Atkin, Township Planner
Date: March 1, 2017
Re: Three-Ring Brewery & Makerspace

As you are aware, Melissa (Eli) Zemper of Three-Ring Brewery & Makerspace has submitted form LCC-106 from the Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) for local government approval in pursuit of a Microbrewer's License from the State of Michigan.

For the past couple of month, Eli has been in regular contact with the Office of Community Standards and has kept us abreast of her goals. On Monday, January 9, 2017 we met for the first time and had a detailed discussion of the process, procedures and requirements set forth by Ypsilanti Township zoning ordinance. We determined that the location listed on the form, 2839 E. Michigan Avenue, is a suitable site to operate this type of use as it most closely identifies with *restaurants or other places serving food or beverage*, a permitted use in the B-3, general business district.

Ms. Zemper has agreed to contract a licensed professional to design the interior of the structure as to meet all applicable building codes, in addition to, upgrading the sites exterior to comply with the current zoning standards. A non-inclusive summary of these upgrades includes: resurfacing and striping the existing parking area to meet parking requirements, additional landscape screening buffer from the residential use to the west, and eliminating the secondary site access from Holmes Road to the north.

Collectively, we believe this venture will provide positive value to the area and is an innovative reuse of a vacant building. We look forward to providing our services to Three-Ring Brewery & Makerspace as we assist them through the process.

Should you have any questions, concerns or comments relating to the proposed use, please feel free to contact me at your convenience.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Mike Radzik, OCS Director
Re: **Micro Brewer license request from Melissa (Eli) Zemper of Three-Ring Brewery & Makerspace**
Copy: McLain & Winters
Date: March 2, 2017

The Township has received an application for a new Micro Brewer license for a proposed new business to be located at 2839 E. Michigan Ave near Ridge Rd. The applicant, Melissa (Eli) Zemper of Three-Ring Brewery & Makerspace, has submitted the required approval form obtained from the Michigan Liquor Control Commission, as well as a copy of the business plan for the microbrewery.

For informational purposes, a Micro Brewer license is a manufacturing and wholesaler license that allows beer sales to licensed wholesalers. In addition, the licensee may:

- Offer free samples to consumers from the brewery facility;
- Sell beer it manufactures to consumers for on-premises consumption from the brewery premises without any additional license;
- Sell beer it manufactures to consumers for off-premises consumption (take-out) from the brewery premises with no additional license.

There is currently one other active Micro Brewer license in the Township being used by Unity Vibration Living Kombucha Tea, LLC at 93 Ecorse Rd.

Finally, a Micro Brewer license does not count against the Township's allotted quota of on-premise retail licenses; the Township currently has six (6) such licenses available. Approval of this current request will not affect that number.

Please contact me with questions or concerns.



THREE-RING
BREWERY & MAKERSPACE



Opportunity

Problems Worth Solving : Ypsilanti's commercial corridor is under-developed.

Ypsilanti would benefit from a fully developed business district that entices community members as well as visitors and encourages money to be generated in and stay in the local economy.

Our Solutions

Three-Ring Brewery and Makerspace aims to open a brewery and an educational brewing lab in the business corridor of Ypsilanti. Three-Ring will invest in the revitalization of Ypsilanti's business landscape by concentrating on education and 'place-making'. Three-Ring offers visitors a place to learn about the craft of brewing, as well as a place in which to enjoy the brewing efforts of the head brewer and community members who have created new beers under the supervision of the head brewer. This place invites community members to stay awhile, sample the beers their neighbors have crafted, and maybe sign-up for a class or their own opportunity to be the featured brewer of the week. Providing this space is necessary to strengthen the social fabric of our neighborhoods and to invite new investment to build a stronger Ypsilanti.

Three-Ring Brewery will also fill a needed craft-brewing niche in Ypsilanti township which will provide Ypsilanti residents with the option to stay within the community to consume innovative, community-created craft beer that is delicious, fresh, and locally-sourced. According to a *Second Wave Southwest Michigan* article, Michigan is "second only to California in agricultural diversity. The impact of Michigan agriculture on our



state's economy is \$63.7 billion and growing. *When \$1 is spent locally, that \$1 impacts three to seven different local businesses before leaving the local economy.*" By providing a new and innovative place for residents and tourists to visit and spend money in, Three-Ring is bringing new capital to the area that will be used in the local economy and benefit not only Three- Ring but also three to seven *other* the businesses in Ypsilanti.

Three-Ring Brewery will also contribute to the local economic ecosystem by occupying vacant space, providing critical mass necessary to encourage other entrepreneurs to invest in Ypsilanti. The more businesses that commit to opening and running service businesses in Ypsilanti's business corridor, the more vibrant this area becomes, which attracts reluctant investors to push the process even further. Three-Ring will become an anchor business that will entice other businesses to locate in Ypsilanti's business corridor.

Finally, Three-Ring Brewery is committed to furthering the craft beverage movement by providing educational opportunities to study different aspects of the brewing process, space for hands-on practice of brewing, and the opportunity for budding brewers to showcase their talents by offering their beer to the community. With the close proximity of Eastern Michigan University's new fermentation degree program, Three-Ring has the ability to function as an incubator space for new and aspiring brewers, thus nurturing the next wave of Michigan brewers.



Target Market

We expect our strongest market segments to be Ypsilanti residents between 21-65 years old, students at the local university, craft beverage enthusiasts, homebrewers, and craft beverage tourists.

According to our research, there are 14,000 residents of Ypsilanti between the ages of 21 and 65.

Eastern Michigan University has just over 21,000 students with 20% living in one of the 12 residence halls and 78 percent living off campus. There are an additional nearly 13,000 students who commute to Washtenaw Community College.

As far as craft beer tourism is concerned, according to reporting by Mlive, the "Pure Michigan" campaign is a responsible for \$13.1 billion dollars spent by visitors to Michigan and adds that "the southeast quadrant of Michigan's Lower peninsula. . .is by far the state's largest tourism market. Southeast Michigan accounted for 45 percent of all leisure travel days in 2010 with 20 million travelers visiting the three-county area surrounding Detroit." Washtenaw County is one of these three counties, and Ypsilanti's place in Washtenaw cannot be underestimated. In fact, on the Michigan Brewer's Guild website, Ypsilanti is cited as one of nine "beer-centric" communities. Craft beverage tourism is a booming business, particularly in Michigan. Opening Three-Ring Brewery and Makerspace in Ypsilanti at this time is catching a wave of opportunity not only to invest in rebuilding Ypsilanti, but an opportunity to have a large and lasting impact on the future of brewing in Michigan.

Additionally, according to the Michigan Brewer's Guild, the total contribution of the craft



brewing industry in Michigan in 2014 was 7,137 jobs, \$232,400,000 in wages, and \$608,900,000 in economic impact. Craft brewing continues to grow. Statewide beer production reached 519,896 barrels in 2015, *a spike of 27.4 percent compared to the previous year*, according to an *MiBiz* analysis of Michigan Liquor Control Commission data.

According to the most recent data from the Brewer's Association, a not-for-profit trade association, In 2016, Michigan is ranked 6th in the nation, with 205 active craft breweries 769,897 barrels of beer produced per year (10th in the nation) *with a 1.85 billion dollar impact on Michigan's economy* (9th in the nation). Clearly, the trend continues on an upward trajectory both for Michigan and for Ypsilanti.

Craft brewing is a draw both locally and throughout Michigan and the nation. Three-Ring also expects to serve the neighborhood clientele with 56,034 households within a 5 mile radius, the median age of which is 34 years old, as well as 5.6 million yearly visitors to Washtenaw County.

Competition

Current Alternatives

In Ypsilanti, Three-Ring Brewery faces two major types of competitors. The first is downtown drinking establishments. These are broken into two types: Arbor Brewing and Ypsi Alehouse which craft microbrews, and local bars that offer micro brewery beers, commercially available "macro" brews, mixed drinks, and locally sourced food. Arbor Brewing and Ypsi Alehouse are the only other craft breweries in town (and both are



located on the other side of town). Ypsilanti's other drinking establishments have taps that make them potential customers for our distributed beer. While Arbor Brewing and Ypsi Alehouse are technically "competition," Three-Ring would like to trade-in this concept of competition and think about the business ecosystem of Ypsilanti as a whole. Three-Ring will forge partnerships with local establishments so that everyone's bottom line is enhanced. One way to support Arbor Brewing's and Ypsi Alehouse's efforts is to make Ypsilanti a brewery destination. According to the Michigan Brewer's Guild:

*Tourism is big business in Michigan – and travel focused on the craft brewing industry is a hot ticket. . .Some communities are even recognizing the value of beer tourism – offering special hotel and spa packages, unique transportation and tours, ale trails and even brew-your-own options. There's no question that craft beer is definitely a **Pure Michigan** experience!*

And, as mentioned previously, Michigan Brewer's Guild also lists Ypsilanti as one of nine "beer-centric" communities - which further encourages tourists to visit Ypsilanti for it's brewing presence.

The second type of competitor is craft breweries in other communities. Currently, Ann Arbor (19 minutes by car) has four craft breweries. Again, rather than thinking of direct competition, Three-Ring strives to form partnerships. In the future, Three-Ring will be an active member of the local and statewide brewing community, adding its voice to the network of peers to discuss challenges and best practices specific to brewing in Michigan. Being active in this community will also help in our focus on education as we provide both the hands-on experience for those wanting to experience brewing for



themselves and also keep an eye open for networking possibilities in the industry for new and upcoming brewers. Our aim at Three-Ring is to form partnerships in a vibrant business community, as such, competition between businesses gives way to cooperation as a means for increasing everyone's revenue.

Our Advantages

Three-Ring's advantages to other competitors in the market is in occupying a niche that is not yet filled. In addition to providing a neighborhood craft brewery for the east side of Ypsilanti, Three-Ring also provides a place to make, a place to be educated, and a place to socialize. It is this emphasis on education that sets Three-Ring apart. The flex space inside Three-Ring is designed to accommodate various community segments throughout a typical day. A summer day may see a morning "maker camp" for school-age children as they investigate the science behind fermentation. Early that afternoon, someone has signed up for a private brewing session to create a new beer that will be offered on tap two weeks in the future. Later that afternoon, the taproom opens and a group of people stop by for a pint of beer after work or a sampler of the beers that were created in class two weeks ago on the community taps. Like a circus, Three-Ring is designed to have a few different elements functioning at the same time in order to support the larger mission of education, creation, and community. Beer, while a wonderful beverage, is second to the pleasures of creating and sharing those creations within a supportive community. Three-Ring Brewery strives to create and nurture this kind of place within Ypsilanti.



Marketing Plan

Our marketing efforts have started with developing a strong brand-identity and logo. We are currently developing a strong on-line and social media presence through such outlets as Facebook, Instagram, and Twitter accounts. Twitter will be especially helpful to remind potential customers (in real time) about open slots for brewing or for classes. We are planning a presence in the craft brewing community by attending tradeshow as exhibitors as well as local events (such as the Summer Beer Festival sponsored by Michigan Brewer's Guild) to provide samples as well as an opportunity to provide merchandise that features our logo.

Three-Ring will also offer classes focusing on brewing and beer-related topics. The beer produced in these classes will be offered on our community taps. We forecast good word-of-mouth advertising when someone is featured on tap. Leveraging this kind of "viral marketing" will positively contribute to our marketing efforts, encouraging new community members to visit. We are confident that once they visit, they will return in the future either to brew or to socialize and have a pint. Additionally, our surveys that were completed at the local homebrewing supply store (Adventures in Homebrewing) and the State-Wide women's brewing collective (Fermenta) indicate substantial interest in more community-based education opportunities as well as a space to make and serve beer to customers.

Sales Plan

Three-Ring Brewery will offer direct sales of beer to customers who visit the brewery. Customers can enjoy a pint or a sampler at the brewery, or they may purchase pre-filled



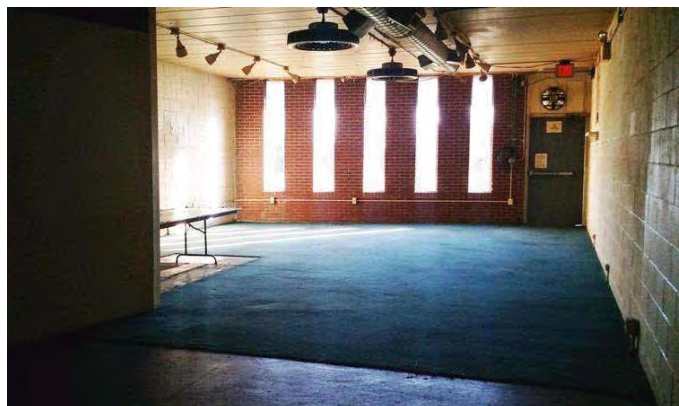
22 ounce bottles or a growler of beer from the tap to go. Merchandise featuring our logo will also be available for sale at the brewery. We will have a Square Register point-of-sale app to accept payments by Visa, MasterCard, American Express, and Apple Pay.

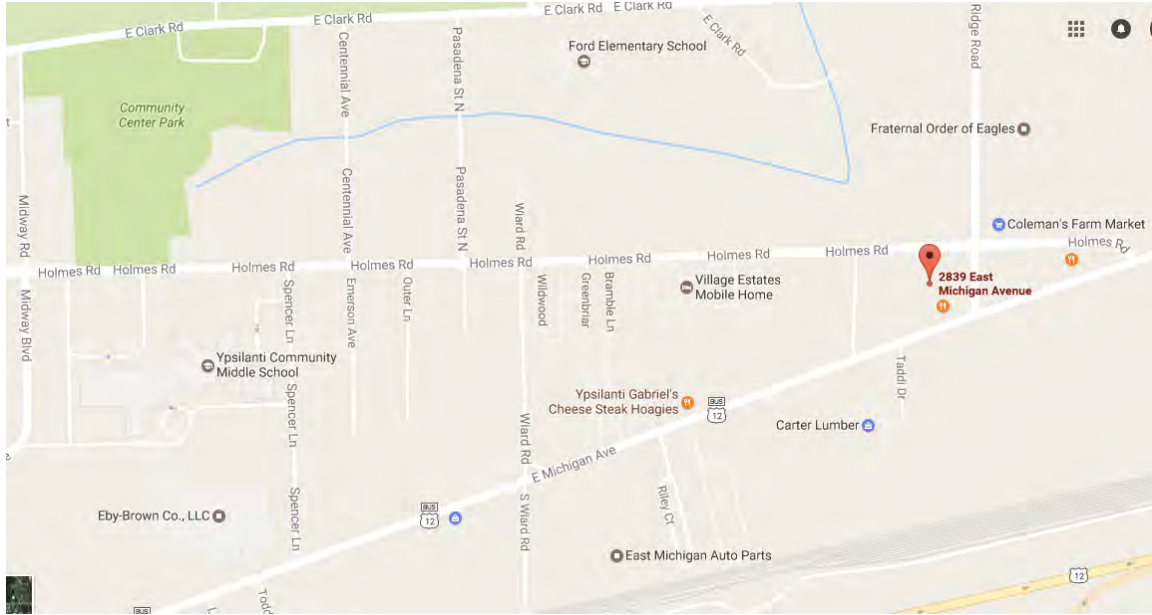
The second mode of sales will be through an online calendar of classes or brew sessions. Customers will be able to view current class offerings as well as brewing sessions and sign-up for these on our website.

Operations

Locations & Facilities

Three-Ring Brewery will be located in Ypsilanti. We are currently in the process of acquiring the real estate at 2839 E. Michigan Avenue in a high-traffic commercial corridor. The property is 1,400 square feet in a well-maintained, cinder block building. This space is adequate for housing a five-barrel brewery and a flexible taproom/makerspace.





In addition to being located in this corridor, Three-Ring is with a five-mile radius of more than 5,000 households. This location will encourage local residents to venture out and try this new community space. Three-Ring is close to major highways (I-94) and major thoroughfares (Michigan Avenue, Ecorse Road) and our target demographic are heavily represented in the local neighborhoods as well as the university and college community (even more so as Eastern Michigan's Fermentation Program gains traction). Given the upward trend in microbrew consumption, the substantial revenue generated by craft beer tourism, the burgeoning curiosity people have in brewing, the growing movement to support local and Michigan-centric products, and the newly-minted fermentation degrees at the college level (we have one at Eastern Michigan University and one at Schoolcraft College), the time to establish a new craft brewery and makerspace is **now**.



Company Overview

Three- Ring Brewery LLC is registered as a limited-liability corporation

Management Team

Three-Ring Brewery management team is a collaboration between three good friends: Eli and Drew Zemper and Alex Long.

Eli Zemper has been an English teacher for over 20 years during which time she has functioned in a managerial capacity as department head, curriculum coach, and lead teacher for instructional design. The experience of managing human resources and providing detailed plans for the work to be accomplished both by peers as well as students translates well into business planning and managing the details of day to day operations of a small business. These assets will prove valuable in designing and delivering the curriculum in the three-hour brewing sessions, sensory and beer history classes, and talking points for beer-dinners. Additionally, Eli has previous experience in the drink sector as a bartender in a microbrewery, waitstaff in several bars, and in food preparation.

Drew Zemper is Three-Ring's head brewer. He holds a degree in chemistry from Eastern Michigan University, has been an avid home brewer for over ten years, and is extending his commercial brewing knowledge through brewing courses at Schoolcraft College. Drew has many years of bartending experience in such diverse locations as restaurants, country clubs, and a micro brewery as well as seven years science teaching experience at the high school and college level.



Alex Long is Three-Ring's Sales and Marketing Director. Alex has had ample food and beverage experience on the food preparation and inventory management side. Alex has 10 years of science teaching experience and is the head of technology at Washtenaw Technical Middle College. Alex will use his expertise in technology to develop dynamic public relations outreach through the creation and management of Three-Ring's website, Facebook, and Twitter accounts. Additionally, Alex will co-create and deliver the education-based programs, including a summer day-camp devoted to fermentation science. Alex's previous experience in children's educational programming and delivery at the Hands-On Museum (a local non-profit) provides the necessary background for a successful management of summer day-camps.





Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Local Government Approval
 (Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

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

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
(date) (time)
 the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(name of applicant)

for the following license(s): _____
(list specific licenses requested)

to be located at: _____

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
 council/board at a _____ meeting held on _____
(regular or special) (date) (township, city, village)

 Print Name of Clerk Signature of Clerk Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
 Michigan Liquor Control Commission
 Mailing address: P.O. Box 30005, Lansing, MI 48909
 Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Fax to: 517-763-0059



Michigan Department of Licensing & Regulatory Affairs
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
525 W. Allegan P.O. Box 30005
Lansing, Michigan 48909

Michigan Brewer & Micro Brewer Requirements and General Information

A "Brewer" license, as defined by MCL 436.1105(11), is issued by the Michigan Liquor Control Commission to a person located in Michigan to manufacture and sell to licensed wholesalers, beer produced at the licensed brewery facility.

- May sell beer it manufacturers to licensed Michigan wholesalers who may resell it to licensed Michigan retailers.
- May have multiple brewing facilities. Each brewing facility located in Michigan requires a separate Brewer license.
- A Brewer may sell to consumers for on-premises consumption at not more than two of the brewers licensed locations in Michigan.
- A Brewer that has more than one licensed brewery premises may sell for on-premises consumption beer that it has produced at one licensed brewery premise at any of its other licensed brewery locations
- May offer free samples to consumers from the brewery facility.
- May sell beer it manufactures to consumers for off-premises consumption (take-out) from the brewery premises with no additional license.
- May not sell beer directly to retail licensees. All distribution to retailers must be done through licensed wholesalers.
- Must enter into exclusive territory agreement with each wholesaler.
- Must obtain a "Brewer's Notice" from the Alcohol, Tobacco, Tax & Trade Bureau (TTB).

A "Micro Brewer" license, as defined by MCL 436.1109(3), is issued by the Commission to a person located in Michigan to manufacturer no more than 60,000 barrels per year and sell to licensed wholesalers, beer produced at the licensed brewery facility.

- May sell beer it manufactures to licensed Michigan wholesalers who may resell it to licensed Michigan retailers.
- May have multiple brewing facilities. Each brewing facility located in Michigan requires a separate Micro Brewer license.
- In determining the 60,000-barrel limit for a Micro Brewer, the combined production of all brewing facilities, including those located outside Michigan shall be considered.
- A Micro Brewer that produces in total 30,000 barrels of beer or more per year may sell its beer for on-premises consumption at not more than three of the micro brewers licensed locations in Michigan.
- A Micro Brewer that has more than one licensed brewery premises may sell for on-premises consumption beer that it has produced at one licensed brewery premise at any of its other licensed brewery locations
- May offer free samples to consumers from the brewery facility.
- May sell beer it manufactures to consumers for on-premises consumption from the brewery premises without any additional license.
- May sell beer it manufacturers to consumers for off-premises consumption (take-out) from the brewery premises with no additional license.
- May not sell beer directly to retail licensees. All distribution to retailers must be done through wholesalers unless Micro Brewer meets the definition of a "qualified micro brewer" under MCL 436.1203 (14)(j) who may self-distribute to retail accounts.
- Must enter into an exclusive territory agreement with each wholesaler.
- Must obtain a "Brewer's Notice" from the Alcohol, Tobacco, Tax & Trade Bureau (TTB).

Food Establishment License

The Michigan Food Law (Act 92, P.A. of 2000) requires all food establishments, including processing operations such as wineries, breweries and distilleries to obtain a food establishment of one type or another. Contact the Michigan Department of Agriculture & Rural Development ("MDARD") for details on the specific food establishment license required for your operation. The MDARD may be contacted as follows:

MDARD Central Licensing
P.O. Box 30746
Lansing, MI 48909
(800) 292-3939
www.michigan.gov/mdard

General Information:

Age:

A person must be 21 years of age or older to have any ownership interest in a Brewer or Micro Brewer license. A person must be 18 years of age or older to sell, serve or promote alcoholic beverages for a Brewer or Micro Brewer.

- Administrative rule R 436.1105(1)(a)

Church and School:

A new application to sell alcoholic beverages at retail (including manufacturers), or a request to transfer location of an existing license, may be denied if the contemplated location is within 500' of a church or school. The Commission may waive the church/school provision if the church or school does not file an objection to the proposed license. If the church or school files an objection, the Commission will hold a hearing before making a decision on the issuance of the license.

- MCL 436.1503

Manufacturing & Labeling:

Beer must be manufactured in accordance with federal beer regulations published in the Code of Federal Regulations (CFR) Title 27, Part 25. Contact the TTB for details.

- Administrative rule R 436.1611

Label Registration:

All beer products sold in Michigan must have labels approved by the Commission prior to being sold. All beer sold in Michigan must be labeled in accordance with TTB regulations. The Commission uses an on-line label registration process which requires prior registration with the TTB. Upon licensure, you will be provided with a password and instructions to access the on-line registration site. There is no fee for Michigan label registration.

- Administrative rule R 436.1611

Mandatory Label Information (Pursuant to TTB Regulations):

- Brand name.
- Class, type or, in lieu of, a truthful & adequate statement of composition shall appear on the brand label of the product.
- Name and address of bottler or packer where bottled or packed.
- Net contents.
- Government Warning Statement.
- Alcohol content by volume is optional.

For Federal Labeling information contact:

Alcohol and Tobacco Tax and Trade Bureau
Alcohol Labeling & Formulation
650 Massachusetts Ave., N.W.
Washington, DC 20226
(866) 927-2533
www.ttb.gov

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS WILLIAMS
JIMMIE WILSON, JR.



Charter Township of Ypsilanti

Clerk's Office

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

MEMORANDUM

To: Ypsilanti Township Board of Trustees
From: Karen Lovejoy Roe, Clerk *KLR*
Date: February 27, 2017
Subject: ***Request of Friends in Deed for Approval of a Local Governing Body Resolution for Charitable Gaming Licenses***

The Clerk's Office has received a request from a local charitable organization, Friends In Deed, for a local governing body resolution for a charitable gaming license. Local approval is required by the State of Michigan before a non-profit group can receive their charitable gaming license to host a fundraiser.

Friends In Deed is a local group, founded thirty years ago, that is located in Ypsilanti Township. They work to fill in gaps for low income families that cannot be fulfilled by other agencies.

Friends In Deed has two fundraisers planned for 2017.

Should you have any questions, please contact my office.

lrg

cc: Files

FRIENDS IN DEED

... for those in need.

Friends In Deed

1196 Ecorse Rd.
Ypsilanti, MI 48198

Help Line:

(734) 484-4357

Furniture Line:

(734) 484-7607

Circles:

(734) 340-9042

Administration:

(734) 485-7658

Fax:

(734) 484-5335

E-mail:

office@friendsindeedmi.org

Website:

www.friendsindeedmi.org

Board of Directors

Kenneth Timmer
President
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William Dahms
Treasurer
David Tumbarello
Secretary

Jo Ella Coles
Alexandra Dieck
Frank Frierson
Tom Humphreys
Terence Joiner
Emily Kennedy
Mary Beth Lampe
William Mahler
Ken Nemerovski
Stephen Stewart
Anna Zinkel

Friends In Deed is an interfaith organization that responds to unmet needs of low-income Washtenaw County residents. We partner with the community to provide critical financial assistance, furniture, congregational services and agency referrals.

February 22, 2017

Lisa Garrett
Ypsilanti Township Deputy Clerk
7200 South Huron River Drive
Ypsilanti MI 48198

Dear Lisa,

Friends in Deed is making application to the State of Michigan Charitable Gaming Division for a license to conduct a fundraiser which includes a raffle. The license requires a resolution from the local governing body recognizing our group as a non-profit organization operating in the community.

A form resolution was included in the State's packet, and we ask that this matter be added to the March 7th Board meeting agenda.

About Friends in Deed:

Poverty brings with it a host of issues that aren't always easily addressed. One of those is the lack of a safety net for low-income people. This is where Friends in Deed helps. FID was founded 30 years ago to address those needs that cannot be met by other agencies – ones like minor car repairs so there is transport to work or regular doctor appointments, a bed to sleep in and other basic furniture to make life livable, and assistance with the utility bill so there are lights and refrigeration. While there are many programs to assist the needy, there are services they do not provide, and FID's mission is to fill this gap.

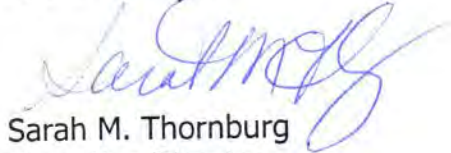
We are a recognized 501(c)3 charitable organization, supported by donations, grants, and fundraisers.

We want to include a Raffle and Wine Pull as part of our 2017 Annual Dinner and Fundraiser scheduled for May 12 from 6 to 9 pm. The Dinner is being held at Washtenaw Community College, in the Morris Lawrence Auditorium Atrium, 4800 East Huron River Drive, titled "Passport to Friends."

We also have a Golf Outing in July and that event also will include some type of raffle and door prizes. The golf outing is scheduled for July 17th from 8 am to 4 pm at The Polo Fields Golf and Country Club on Packard Road.

Thank you for your consideration of our request. As you suggested we will plan on having a representative present at the March board meeting.

Appreciatively,



Sarah M. Thornburg
Executive Director



State of Michigan
 Michigan Gaming Control Board
 Office of the Executive Director
 P.O. Box 30786
 Lansing, MI 48909
 Phone: (313) 456-4940
 Fax: (313) 456-3405
 Email: Millionaireparty@michigan.gov
 www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(k)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be
 considered for _____
APPROVAL/DISAPPROVAL

<p><u>APPROVAL:</u> Yeas: _____</p> <p>Nays: _____</p> <p>Absent: _____</p>	<p><u>DISAPPROVAL:</u> Yeas: _____</p> <p>Nays: _____</p> <p>Absent: _____</p>
---	--

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted
 by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
 meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Organization Information: _____
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP
 _____ () _____
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE PHONE NUMBER

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.

PROPOSED 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 illuminate	No	No	No	No	No	No	No

d? (sec. 2110)							
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.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

Memorandum

To: Board of Trustees
From: Chris Atkin, Township Planner
Date: March 1, 2017
Re: First Reading: Ordinance 2017-472 in order to amend the Township Zoning Ordinance, Section 2109 – Signs.

On February 28, 2017, the Township Planning Commission held a public hearing to consider a zoning ordinance text amendment to Section 2109 – Signs.

During the public hearing there were no public comments received by the Commission in relation to the proposed ordinance amendment. The Commission filed the following motion recommending approval of the proposed amendment to the Board of Trustees:

A motion was made by Commissioner Krieg, supported by Commissioner Eldridge to approve the ordinance text amendment, amending the Township Sign Ordinance, Section 2109 of the Zoning Code and forward the recommendation to the Charter Township of Ypsilanti Board of Trustees for consideration.

The motion carried unanimously.

A copy of the staff report to the Planning Commission summarizing the proposed text changes is enclosed for reference.

Staff respectfully requests the Board approve the first reading of ordinance 2017-472 amending Zoning Ordinance Section 2109 – Signs.

Should anyone have any questions, concerns or comments relating to the proposed amendment, please feel free to contact me.



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

TO: Ypsilanti Township Planning Commission
FROM: Richard K. Carlisle, AICP
DATE: February 17, 2017
RE: Sign Ordinance revisions

As I reported at the Planning Commission meeting last month, we were requested to address several issues which have stemmed from enforcement of the sign regulations. We anticipate more changes will be needed in the future as a result of the recent Supreme Court Gilbert v. Reed decision.

At the previous Commission meeting, the only question was regarding the \$1,000,000 public liability insurance policy. Township Attorney McLain and I conferred, and agree that this provision only pertains to those who are "engaging or continuing in the business of erecting, servicing, repairing or dismantling of signs". In other words, this provision only applies to commercial sign installers.

The following summarize the proposed revisions:

- 1) Purpose/Intent – Most sections of the Ordinance have a stated intent, except Sec. 2109. Signs having a stated intent and purpose is useful in explaining and defending any type of regulation.
- 2) Definitions – We have added a definition of "bench sign" which is currently an issue in the Township.
- 3) Permitted Accessory Signs – Temporary signs (i.e., construction, real estate, etc.) are addressed in two different sections of the Ordinance. I have consolidated all temporary sign regulation in a single section, Sec. 2109.3.d – Temporary Signs.
- 4) Non-accessory Signs – The prohibition on advertising tobacco and alcohol has been removed. Besides being content based, the provision is difficult to enforce.

- 5) Insurance – Township legal counsel has requested the Ordinance specify an amount of insurance at \$1,000,000. As indicated, this provision only applies to sign installers.
- 6) Removal of abandoned signs – We are recommending replacing current language with a more specific procedure.

There are also several areas where language has been cleaned up and clarified. The Commission will hold a public hearing on February 28th on the proposed revisions.

Yours Truly,



CARLISLE/WORTMAN ASSOC., INC.

Richard K. Carlisle, PCP, AICP

President

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.

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.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk

From: Benjamin R. Carlisle, AICP, Township Planner

Re: 1st READING OF RESOLUTION 2017-05, PROPOSED ORDINANCE 2017-473, AMENDING THE TOWNSHIP ZONING CODE SECTION 401 TO ADD BACKYARD HENS AS A PRINCIPLE USE PERMITTED IN THE R-1 THROUGH R-4 ONE-FAMILY RESIDENTIAL DISTRICTS

Copy: Mike Radzik, OCS Director

Date: February 28, 2017

BOARD ACTION REQUESTED:

To consider the recommendation of the Planning Commission and hold a first reading of ordinance 2017-473 to amend Section 401 to add the keeping of backyard hens as a principle use permitted in the R-1 through R-4 One-Family Residential District.

BACKGROUND:

On December 13, 2016, the Township Planning Commission held a public hearing to consider a zoning ordinance text amendment to section 401 to allow up to four (4) backyard hens as a permitted use in the R-1 through R-4 One-Family Residential Districts for 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. The amendment includes eleven (11) specific conditions that must be met including enclosure requirements, disposition of waste, and care of chickens. These conditions are included to protect public health, safety, and welfare, but also to protect adjacent properties from impacts of noise, odor, waste, rodents, etc.

After Planning Commission deliberation, the following motion was made:

A motion was made by Commissioner Krieg, Seconded by Commissioner Eldridge, to recommend to the Township Board of Trustees the second revised draft of Sec. 401 for their consideration.

Motion passed three to two. Commissioners Krieg, Reiser and Eldridge voted yea. Commissioners Richie and Sinkule voted nay.

Attached is draft ordinance language and a November 16, 2016 memorandum addressed to the Planning Commission.

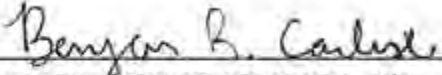
Ordinance 2017-XXX

February 28, 2017

Also attached are two maps. One map depicts the number of 5-acre residential parcels that are currently eligible to keep hens, while the other shows the number of 1-acre parcels that would be eligible if this text amendment is adopted. The number of eligible parcels would increase 466% from 154 to 873, an increase of 719 parcels.

We look forward to addressing this matter at the upcoming Board meeting.

Sincerely,



CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, AICP, LEED AP
Principal



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

TO: Joe Lawson
Michael Radzik

FROM: Richard K. Carlisle, AICP
Ben Carlisle, AICP

DATE: November 16, 2016

RE: Backyard Chickens

Today, with growing interest in the local food movement, raising chickens is gaining in popularity. Currently, chickens are regulated under the farming provisions in Section 4.01.2, and require a minimum of 5 acres. Proponents of backyard chickens have noted that the requirements in Section 4.01.2 are overly restrictive. On the other hand, allowing the raising of chickens on smaller residential properties should not be done without careful consideration and restriction.

While the raising of chickens can be beneficial to the resident, it may also be disturbing to neighbors. Therefore, regulations passed by communities generally deal with the number of chickens, setbacks, nuisances, etc. The common themes of regulation chickens are:

- The number of chickens allowed: Local rules often place a limit on the number of chickens that may be kept per household, either by specifying a flat number of birds allowed (3 to 4 is common) or using lot size as the determining factor.
- Prohibiting roosters: Many communities do not allow roosters. Such rules won't impact those who wish to raise chickens for eggs – it's a common misconception that a hen needs a rooster to lay eggs.
- Fees and permits: Many municipalities require a permit to keep chickens and/or the payment of a one-time or annual fee.
- Containment requirements: Some communities require chickens to be confined at all times in a coop or outdoor run, meaning free-ranging is not allowed. There may be specific requirements regarding the size and design of the coop or the materials that may be used. Building permits or preapproval of coop plans may be required before construction.
- Setback requirements: The rules may require chicken coops and outdoor runs to be located a certain minimum distance from neighboring homes or property lines.


- Restrictions regarding the slaughtering of chickens: Some communities do not allow the slaughter of chickens in residential areas. A no-kill rule would impact those who wish to raise chickens for meat or intend to cull hens that no longer lay eggs.
- Nuisance clauses: Some communities may regulate chicken-keeping by prohibiting nuisances that result from the improper care and maintenance of backyard chickens. Nuisance clauses may address things like noise, odor, disposal of manure, conditions that attract rodents and other pests, and other public health concerns.

In order to provide for backyard chickens in the Township outside of a traditional 5 acre farm, the Township is considering a draft backyard chicken ordinance. The proposed ordinance includes standards regulating a maximum of chickens on a property, minimum lot area, and storage and care of chickens. These standards are both necessary to protect public health, safety, and welfare, but also to protect adjacent properties from impacts of noise, odor, waste, rodents, etc. A lack of any standards or permission of an unlimited number of chickens may have severe consequences on public health and adjacent property owners.

We have been asked to review the proposed backyard chicken zoning ordinance amendment and have provided several suggestions to Mr. Lawson. The only thing we would add is a requirement to maintain the chickens in enclosed structures at night. Other than that, we find that the proposed ordinance establishes the necessary regulations to protect public health, safety, and welfare and to ensure protection for adjacent property owners.

Please let us know if there are additional questions.

Sincerely,



CARLISLE/WORTMAN ASSOC., INC.

Richard K. Carlisle, PCP, AICP

President

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 marihuana dispensaries.
 - (8) Medical marihuana 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 manor, 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 fourth (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.

Draft Version #1 = Red

Draft Version #2 = Green

**YPSILANTI TOWNSHIP: RESIDENTIAL IMPROVED PARCELS
5 ACRES OR LARGER: 154 PARCELS**



**YPSILANTI TOWNSHIP: RESIDENTIAL IMPROVED PARCELS
1 ACRES OR LARGER: 873 PARCELS**



Mr. Radzik responded that they would look into that. He added that the staff and elected leadership met several months ago, in addition to talking to state legislators about legislative changes in the law that would be required to give the township some standing on this issue, they met with the licensing agency at the state level. These are the people that issue the licenses and enforce the regulations for how these facilities are operated. They made it clear that these licensed facilities are exempt from local zoning regulations, period. Unless the laws are changed, the rules will remain the same. He noted a recent experience with a licensed facility in a densely populated neighborhood near Ecorse and Harris with much smaller lots. It came to our attention after repeated calls to law enforcement and the fire department about behavioral issues, noise, and so forth. They do genuinely recognize the issues and they are doing what they can within the confines of the state law to improve the situation.

Commissioner Reiser encouraged the residents to seek legal advice.

6. Old Business

- a. **CONTINUATION – ZONING ORDINANCE TEXT AMENDMENT – BACK YARD HENS** – to consider a recommendation to the Board of Trustees a zoning ordinance text amendment to reduce the minimum lot size to less than 5 acres for the keeping and maintaining of a specified number of hens within a residential zoning district.

Commissioner Reiser noted the zoning, maps, ordinance, and emails received in the packets. He asked if there were any members of the public who wished to speak. None came forward.

Commissioner Krieg expressed his frustration that they have apparently arbitrary guidelines that have been pulled out of the air– noting that neighbors in different municipalities have a wide variety of acreage requirements. He has not seen anything that would indicate why they should vote one way or the other.

Commissioner Reiser reviewed the pro & con accounts from last meeting.

Commissioner Krieg commented that was a great summary of the last meeting but he was not sure how to apply the pros & cons to reach a decision that is based on some type of established fact. He feels they are pulling it out of the air.

Commissioner Reiser stated that the planning department asked Angie King to research this topic and talk to other municipalities to find out what some of the general concerns, and that these were incorporated into the suggested changes. He added that it is not like this will be set in stone, it can be adjusted. He added that no matter what they do, it would ultimately be decided by the Board of Trustees. He stated that he would be okay with taking cautious steps. He noted that it was going to be arbitrary no matter what, but based on what is reasonable based on some research and changeable if they learn that what they decide does not work.

Commissioner Eldridge asked commissioner Krieg if he was proposing waiting for more information.

Commissioner Krieg noted that he was just expressing frustration at the arbitrary nature of the decision, but noted Commissioner Reiser's comment that it is also something that can be changed.

Discussion followed regarding arbitrariness.

Commissioner Eldridge noted they would be trying to do the best to consider everyone's concerns on the issue. He noted they have heard from many people on both sides.

Commissioner Sinkule noted that he had requested at the last meeting to have Carlisle/Wortman come and speak to the issue. He asked if Mr. Atkin could speak on the issue.

Mr. Atkin noted that he was aware of the different acres and has not seen definitive evidence of what is or is not the right lot size. In his opinion it does not matter what the lot size is, there are too many variables that can happen.

Commissioner Eldridge noted that Commissioner Sinkule had been referring to the information that Pittsfield had changed their size from five to two and a half, after consultation with Carlisle/Wortman, and was wondering why that size was chosen.

Mr. Atkin said he did not know but would look into it.

Commissioner Reiser noted that there may not be a 'right size', that the 'right size' may be up to the people in the community.

A motion was made by Commissioner Krieg, Seconded by Commissioner Eldridge, to recommend to the Township Board of Trustees the second revised draft of Sec. 401 for their consideration.

Motion passes three to two. Commissioners Krieg, Reiser and Eldridge voted yea. Commissioners Richie and Slnkule voted nay.

7. New Business

a. **None**

8. Open Discussion for Issues Not On the Agenda

- a. Correspondence Received – none
- b. Planning Commission Members - none
- c. Members of the Audience - none

9. Township Board Representative Report

Commissioner Eldridge introduced Monica Ross, new Trustee, who was present in the audience.

10. Zoning Board of Appeals Representative Report

There was no Zoning Board of Appeals Report

11. Township Attorney Report

There was no Attorney Report.

12. Planning Department Report

- a. December 2016 Planning Department Report – No Planning Report Was Provided

13. Any Other Business That May Come Before the Commission.

A motion was made by Commissioner Eldridge, supported by Commissioner Sinkule to adjourn the meeting. The motion carried unanimously.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON, JR.



Charter Township of Ypsilanti
Residential Services Division

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

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director – Residential Services Department

DATE: February 27, 2017

RE: Authorizing the Supervisor and the Clerk to sign the Declaration & Notice as required by the DNR to complete the Ford Lake Park tennis court grant

Please find attached part of an email/memo from Kevin Wilks of Spicer Group (Township engineer for this project), as well as the Declaration & Notice hereby to restrict the deed of Ford Lake Park. The DNR, in awarding a grant, restricts other uses of properties to the uses intended for in the grant.

I ask for the authorization so that the Township Supervisor and Clerk may sign this, with attorney approval in order to close out the grant project at Ford Lake Park.

Declaration and Notice of Intent

This Declaration made this 8th day of March, 2017 by the Charter Township of Ypsilanti, a Michigan municipal corporation, 7200 S. Huron River Dr. Ypsilanti, MI 48197, (hereafter called Charter Township of Ypsilanti), being the owner of all the property described as **(insert Legal description)** herein after referred to as the Property, attached hereto, located in Ypsilanti Township, Washtenaw County, Michigan, hereby makes the following declaration regarding uses to which the property may be put.

Witnesseth:

The declaration contained herein is based on the following factual recitals:

- A. Charter Township of Ypsilanti developed the property, in part, though the grant of money from the Land and Water Conservation Trust Fund.
- B. As a condition of the grant by the DNR, the Charter Township of Ypsilanti has agreed to impose certain restrictions on the property.

NOW, THEREFORE, the Charter Township of Ypsilanti hereby declares that the portion of the property identified as the project area is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the obligation hereinafter set forth, all of which shall run with the land.

The lands included in this deed were developed by the Charter Township of Ypsilanti with funding assistance from the Land and Water Conservation Fund pursuant to project agreement 26-01725 between the Michigan Department of Natural Resources and the Charter Township of Ypsilanti, executed on. The project agreement describes certain requirements to ensure the long-term conservaiotn of the property and its use for public outdoor recreation. The Charter Township of Ypsilanti is placing this notice on record as confirmation of its obligations as set forth in the project agreement, including the requirement that the consent of the Michigan Department of Natural Resources and the Land and Water Conservation Fund Board of Trustees is required prior to the conveyance of any rights or interest in the property to another entity, or for the use of the property for purposes other than conservation or public outdoor recreation.

Charter Township of Ypsilanti

By: _____

Brenda L. Stumbo, Supervisor

By: _____

Karen Lovejoy Roe, Clerk

STATE OF MICHIGAN

COUNTY OF WASHTENAW

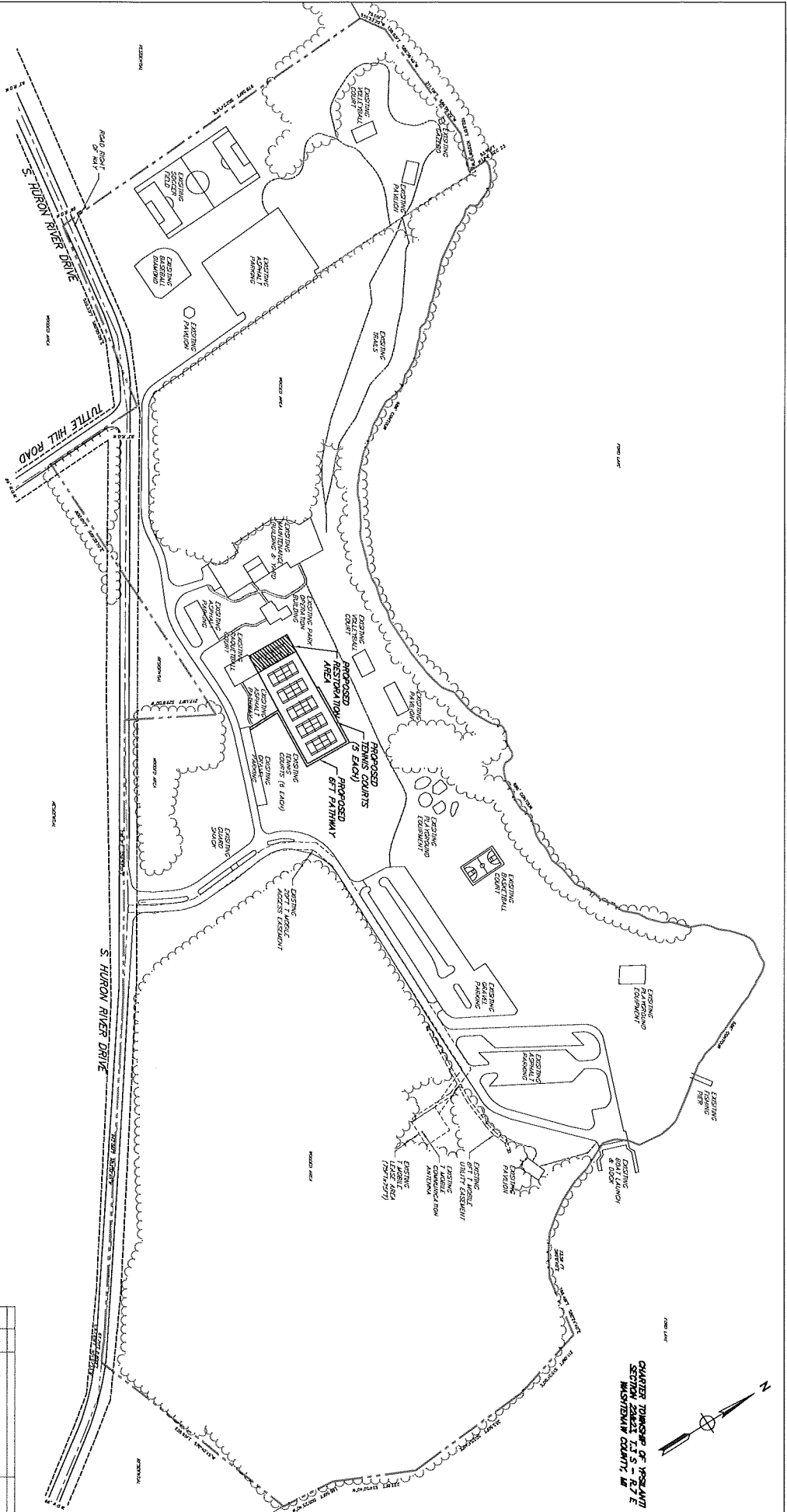
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____.

Brenda L. Stubmo

Karen Lovejoy Roe

Notary, _____ County,

My Commission Expires:



PARK AREA 90.9 ACRES
 PARK ENTRANCE:
 LAT. 42°12'32.02"N
 LONG. 83°34'59.93"W

SIGNATURE OF AUTHORIZED INDIVIDUAL
 DATE: _____

CHARTER TOWNSHIP OF YPSILANTI
 SEWERAGE DEPARTMENT
 WASHINGTON COUNTY, MI

BY: MARK	REVISIONS:	DATE:
DATE: 10/12/12		
CHARTER TOWNSHIP OF YPSILANTI WASHINGTON COUNTY, MI		
670(3) BOUNDARY MAP FORD LAKE PARK		
PROJECT NO. 179930520012	SHEET NO. 1	OF 1
DATE: 10/12/12	SCALE: NOT TO SCALE	C

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
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MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director – Residential Services Department

DATE: February 27, 2017

RE: Authorization for the Supervisor and Clerk to sign the MDOT resolution for access to the Right-of-Way

MDOT has started a new permit/ resolution process that requires a signed resolution.

In the past, we continued MDOT ‘Right-of-Way’ access with a simple permit, but the State has changed their process to this resolution. This is needed in order to continue mowing in these areas. We not only access these areas, but our ordinance mowing contractor, Looking Good does as well.

I have forwarded this to Mr. Winters office for his review as well and expect that he will have reviewed it for proper language for the Supervisor and Clerk to sign.

PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way", or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the Charter Township of Ypsilanti
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

- 5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
- 6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Title and/or Name: _____

Jeff Allen, Residential Services Director _____

Wayne Dudley, Public Services Superintendent _____

Nancy Hare-Dickerson, Administrative Clerk _____

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____
(Name of Board, etc)

of the _____ of _____
(Name of GOVERNMENTAL AGENCY) (County)

at a _____ meeting held on the _____ day

of _____ A.D. _____.

Signed _____ Title _____

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Mike Radzik, OCS Director
Re: **Request to authorize legal action to abate public nuisance drug houses by padlocking located at 2368 Pineridge Ct and 139 Wiard Rd; budgeted in the amount of \$10,000 in 101-950.000-801.023**
Date: February 28, 2017

The Office of Community Standards is seeking authorization to proceed with legal action in Washtenaw County Circuit Court to abate public nuisances that exist at the following locations:

2368 Pineridge Ct

This single-family house in the West Willow neighborhood is occupied by its owner, May Curry, and her husband Alex Cole. Ms. Curry is on probation through the 14-B District Court and had failed to appear in the drug court several weeks in a row. On January 24, 2017, a court probation agent and an officer from the Washtenaw County Sheriff's Office paid a visit to the home to check on Ms. Curry. As a result of the home visit, both Ms. Curry and Mr. Cole were arrested for a variety of criminal charges including possession with intent to sell heroin, possession of opium without a prescription, possession of narcotics equipment, resisting and obstructing arrest, and probation violation. Evidence seized from the house included almost 300 packages of heroin and a sum of cash. In addition, there were 10 Pit Bull dogs at the house, some of which played a role when Mr. Cole resisted arrest and attempted to flee.



2368 Pineridge Ct

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

CHARTER TOWNSHIP OF YPSILANTI

139 Wiard Rd

On January 30, 2017, the Washtenaw County Sheriff's Community Action Team executed a search warrant at this single-family house occupied by Cynthia Whittenberg, who owns it with her father, Ronald. Ms. Whittenberg and four other people were located inside the house, while a sixth person was found outside after jumping out of a second story window. The raid culminated a lengthy investigation of heroin trafficking in the Ypsilanti area and resulted in the seizure of suspected heroin, cocaine, drug paraphernalia and cash. The investigation resulted in evidence that illegal drugs were being sold from this location.



Pursuant to authority granted under the Revised Judicature Act of 1961, I respectfully request authorization to file legal action in the Washtenaw County Circuit Court to have these properties be declared public nuisances and to abate the nuisances by padlocking them closed for a period of time up to one year. Both of these actions were administratively approved and filed.

Thank you for your consideration.

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



Charter Township of Ypsilanti

Assessor's Office

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

Date: March 1, 2017

To: Karen Lovejoy Roe,
Ypsilanti Township Clerk

From: Brian McCleery,
Assistant Assessor

Subject: Approval to enter into negotiations to sell township owned property.

K-11-10-211-004 – 110 Johnson St

I am requesting approval to enter into negotiations to sell the above parcel currently owned by Ypsilanti Township. This property is a vacant parcel that Ypsilanti Township acquired in 2012 from the Washtenaw County Treasurer who foreclosed on the property for non-payment of taxes.

This parcel has been identified by our office as a lot to sell. Ms. Mira Nelle recently contacted my office indicating that she just purchased the adjacent vacant parcel on the corner of Young St and Johnson St. It is her intent to combine the lots and build a single family home next spring. She is also interested in **saving the 40" diameter**, oak tree that currently sits on the property line between the two lots.

I am requesting permission to contact Ms. Nelle and negotiate the sale of this property.

The Assessor's Office will prepare a market valuation for the property in order to arrive at an estimated market value. I am requesting approval to start the negotiations at the appraised value and work with the potential purchaser in order to arrive at a Fair Market Value for the property.

This property has one platted lot with an overall dimensions of 40' x 120'. If sold to the adjacent owner, the sales agreement would stipulate that the purchaser will combine the property with the parcel that they own and that the house to be built will be owner occupied.

Attached you will find aerial photograph maps and a record card of the parcel. If you have any questions or need any information, please contacting me.



-001
K-11-10-125-001
12.63 Ac.

-036
K-11-10-205-036
1.01 Ac.

-023
K-11-10-205-023
2 Ac.

-003
K-11-10-125-003
2.0 Ac.

-033
K-11-10-205-033
0.92 Ac.

-039
K-11-10-205-039
6.52 Ac.

-034
K-11-10-205-034
0.87 Ac.

-004
K-11-10-125-004
0.748 Ac.

-038
K-11-10-205-038
0.61 Ac.

YOUNGS ST

JOHNSON RD

CAMPBELL AVE

GEORGE PLACE

U.S. 12 B.R.

-001
K-11-10-215-001
1.79 Ac.

-010
K-11-10-145-010
1.44 Ac.

-002
K-11-10-215-002
2 Ac.

-005
K-11-10-215-005
3.11 Ac.

-003
K-11-10-215-003
61 Ac.

-004
K-11-10-215-004
65 Ac.

-025
K-11-10-205-025
9 Ac.

-007
K-11-10-214-007

-006
K-11-10-214-006

-018
K-11-10-281-018
1.29 Ac.

-019
K-11-10-280-019
22.70 Ac.

EMERSON ST

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
PROFESSIONAL REAL ESTATE	CHARTER TOWNSHIP OF YPSIL	0	12/17/2012	QC	NOT MARKET SALE	4946/680	AFFIDAVIT	100.0
WILLIAMS, BERTA (BY WASH	PROFESSIONAL REAL ESTATE	2,900	12/07/2009	QC	NOT MARKET SALE	4766/986	AFFIDAVIT	100.0

Property Address	Class: EXEMPT COUNTY, CI	Zoning: RM2 M	Building Permit(s)	Date	Number	Status
110 JOHNSON ST	School: YPSI COMM SCHOOL- YP		Demolish Structure	08/31/2009	PB09-0593	100%
Owner's Name/Address	P.R.E. 0%		DEMOLISH STRUCTURE	08/28/2009	PB09-0556	100%
CHARTER TWP OF YPSILANTI 7200 S HURON RIVER DR YPSILANTI MI 48197	MAP #: R 280 035 00					
		2017 Est TCV 0				

Tax Description	Improved	X	Vacant	Land Value Estimates for Land Table 00010.PART SEC 10 & JOHNSON PL SUB
YP# 72-35 LOT 35 JOHNSON PLACE.		X		
Comments/Influences				
1/14/13 PROPERTY WENT TO WASHTENAW COUNTY TAX SALE. DID NOT SELL AND THE COUNTY QUIT CLAIMED PROPERTY TO YPSIALNTI TOWNSHIP AT END OF YEAR. -BMM				

Public Improvements	Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
Dirt Road	FRONT FOOT	40.00	120.00	1.0000	1.0000	263	100		10,520
Gravel Road	40 Actual Front Feet, 0.11 Total Acres							Total Est. Land Value =	10,520



Topography of Site	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
X Level	2017	EXEMPT	EXEMPT	EXEMPT			EXEMPT
Rolling	2016	EXEMPT	EXEMPT	EXEMPT			EXEMPT
Low	2015	0	0	0			0
High	2014	0	0	0			0
Landscaped							
Swamp							
Wooded							
Pond							
Waterfront							
Ravine							
Wetland							
Flood Plain							

Who	When	What	2017	2016	2015	2014
BMM	07/01/2010	07-2010 CA	EXEMPT	EXEMPT	EXEMPT	EXEMPT
DJD	09/10/2009	ADMIN REVI	EXEMPT	EXEMPT	EXEMPT	EXEMPT

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

GEORGE PLACE

JOHNSON RD

CAMPBELL AVE

ST



GEORGE PLACE

JOHNSON RD

CAMPBELL AVE

ST

101.44
39.98
157.34
40 40
-001
K-11-10-212-001

155.6
41
-002
K-11-10-212-002

153.91
42
-003
K-11-10-212-003

39.05
60
113.12
43 60
-004
K-11-10-212-004

113.15
44
-005
K-11-10-212-005

62.15
34.55
78.66
45 60
-006
K-11-10-212-006

34
128.18
68.55

120
40 39 40
-001
K-11-10-211-001

19
20
80 80
-002
K-11-10-211-002

160
21
-008
K-11-10-211-008

40
36 40
-003
K-11-10-211-003

22

80 80
35
-004
K-11-10-211-004

23
-009
K-11-10-211-009

40 40
34
-005
K-11-10-211-005

120
24

81.1
32
46 32
-006
K-11-10-213-006

47
-007
K-11-10-213-007

114.65
48
-004
K-11-10-213-004

49
-004
K-11-10-213-004

7.811
39.1

120
80 80
33
-009
K-11-10-214-009

25
-008
K-11-10-214-008

26

44.04
31
-004
K-11-10-214-004

27

82.27
42.27
30

59.34
126.69
40
18
-001
K-11-10-210-001

8
127.05
32
17
-002
K-11-10-210-002

16
24
16
129.8
24
16
-003
K-11-10-210-003

131.17
16
32
14
-004
K-11-10-210-004

8
132.55
40
13
-005
K-11-10-210-005

50.05
133.92
50
12
-006
K-11-10-210-006

135.64
40
11
-007
K-11-10-210-007

137.02
40
10
-011
K-11-10-210-011

102.22
10
45
-010
K-11-10-210-010

111.80
73
9

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON, JR.



**Charter Township of Ypsilanti
Hydro Station**

**7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544.3690
Fax: (734) 544.3626**

www.ytown.org

MEMORANDUM

TO: Board of Trustees

FROM: Michael Saranen, Hydro Operations

DATE: February 24, 2017

RE: Request approval to purchase and commission 1 new dual fuel gas generator with selected options for the Hydro Station in the amount of \$ 21,207 from 252.252.000.977.000.

At the February 7th Board Meeting, the board approved to seek sealed bids to replace an existing diesel emergency generator at the Hydro Station.

The Twp. received 5 Bids and were opened on February 23 at 1:30pm as advertised.

Twp. Staff reviewed each qualified bid, prices with selected options as follows;

PM Technologies	\$ 24,871
American Generator	\$ 23,487
Wolverine Power Systems	(disqualified)
Cummins Sales and Service	\$ 21,207
CRG Electric	\$ 23,625

Based on the staff review of each product, it is recommended that Cummins be selected.

I am asking the Board to approve to purchase and commission 1 new, dual fuel, gas generator at the Hydro Station from Cummins Sales and Service in the amount of \$ 21,207 to be charged to line item 252.252.000.977.000 and signing of the quotation by the supervisor and clerk.

Insurance information was included in the bid and is proper form.

Please place this item on the March 7th Board Meeting agenda under New Business.

Our energy working for you.™



Quotation

Cummins Sales and Service
21810 Clessie Court
New Hudson MI 48165-8573 United States
Direct: 248-573-1527
February 16, 2017

Ypsilanti Charter twp Clerks office
7200 S. Huron River Dr.
Ypsilanti MI 48197 United States

Attention:

Project Name: Ypsilanti hydro Operations - 60kW

Quotation: 960000000737405

Thank you for your inquiry. We are pleased to quote as follows:

USD

Item	Description	Qty
C60 N6	Spark Ignited Genset: 60Hz-60kW U.S. EPA, Stationary Emergency Application ✓ 60kW, 60HZ, Standby, Natural Gas/Propane Genset ✓ Duty Rating-Standby Power ✓ Listing-UL 2200 NFPA 110 Type 10 Level 1 Capable OSHDP Seismic Certification Certification-Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2012 Emissions Certification-Spark Ignited, EPA, Emergency, Stationary, 40CFR60 Single Gas Fuel - NG or LP Vapor Enclosure-Alum, Sound,Att,Level 1,w/Exhaust System Voltage-120/240,3 Phase,Delta,4 Wire Alternator-60Hz,12L,240/120V,105C,40C amb, IMS Generator Set Control-PowerCommand 1.1 Exciter/Regulator-Pmg, 3 Phase Sensor Engine Governor-Electronic, Isochronous Only Display Language-English ✓ Gauge-Oil Pressure ✓ Control Mounting-Left Facing Load Connection-Single	1

CB, Loc A, 200A, 3P, 600VAC, UL
 Enclosure Color-Green, Aluminum Enclosure
 Enclosure - Wind Load 180MPH, ASCE7-10
 Skidbase-Housing Ready
 Engine Starter - 12 VDC Motor
 Battery Charging Alternator-Normal Output
 Battery Charger - 6 Amp, Regulated ✓
 Engine Cooling-High Ambient Air Temperature
 Shutdown-Low Coolant Level ✓
 Extension-Engine Coolant Drain
 Engine Coolant-50% Antifreeze, 50% Water Mixture
 Coolant Heater, Extreme Cold Ambient ✓
 Engine Air Cleaner-Normal Duty
 Engine Oil Heater-120 Vac, Single Phase
 Engine Oil
 Warranty 3YR ✓
 Literature-English ✓
 Rack, Larger Battery
 Extension-Oil Drain
 Annunciator-RS485, Panel Mount w/ Enclosure ✓
 2 Hour On-Site Load Bank Test for 208VAC System with Hook-Up Maximum ✓
 50' from Genset
 Standard Emergency Generator Start Up during Normal Business Hours ✓
 12VDC Engine Starting Battery - 1000CCA
 Manual - Operator/Maintenance ✓ 2
 Personnel Training at the Jobsite ✓

3 yr. preventive maintenance (Annual visits) 1

Grand Total \$22,239.00
(Plus Tax)

Transfer sw. is existing

For dual fuel Nat. gas/LP vapor with autochangeover.....ADD \$ 510.00

For std. weather enclosure in lieu of sound attenuated.....DEDUCT \$ 1,542.00

Please Note

1. The equipment contained in this quotation complies with U.S. EPA emission regulations for "Stationary Emergency" applications.

Terms of Sale:

The Above Price does not include State or local taxes. If taxes are applicable, they are in addition to the Grand Total. When Tax Exempt, a Tax Exempt Certificate must accompany the signed quote and/or Purchase Order upon receipt of the order.

Freight is FOB JobSite - Freight Allowed "Unloading by Others"

At this time we estimate Submittals can be provided within one to two weeks after a Purchase Order has been received.

Terms are Net 30 Days from date of invoice with prior credit approval. Start-Up will not be performed until payment has been received, regardless of our invoice date. "Pay when Paid" contract clauses will not be considered by Cummins Bridgeway, LLC. Invoicing will occur on the latter of the requested ship date or when the equipment is available for delivery. Transfer of ownership occurs at the earlier of invoicing or delivery.

Once equipment has been released for manufacture, a cancellation fee will be assessed based on a percentage of the equipment value as determined by the manufacturer. The exact dollar value of the cancellation charge will be determined after our total costs due to the cancellation have been determined. A written notice of cancellation is required.

Prices quoted herein will be honored for a period of thirty days from date of quotation, but are subject to increase thereafter.

Lead times are those in effect at the time of release of your order for manufacture. Contact your sales representative for delivery and manufacturing lead time information on your specific project products.

If you would like to place an Order with Cummins Bridgeway based on the Bill of Material, Quotation Price and Terms of Sale as detailed above, please complete and sign the following and return this Quotation to the attention of your Power Generation Sales contact indicated below. By completing the following information, a confirming Purchase Order will not be required. If you should send us a confirming Purchase Order, and we incur additional costs for review and/or negotiation of the form, then our actual expense for such review may be added to our Quotation Price.

Company Name: _____

Print Name: _____

Signature: _____

Date: _____

Submitted by

Jacob Gerharter , Power Generation Salesman
jacob.p.gerharter@cummins.com
Mobile: 313-350-1262
Fax: 248-573-4014

Fred Klemm – inside sales
fred.h.klemm@cummins.com
ph; 248-573-1522



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. 1660 W. 2nd Street, Suite 650 Cleveland, OH 44113	CONTACT NAME: A. I. King Insurance Agency, Inc.	
	PHONE (A/C, No, Ext): 317-841-6004 FAX (A/C, No): 317-841-6006 E-MAIL ADDRESS: richard@aikinginsurance.com	
INSURED Cummins Inc. 500 Jackson Street Mail Code 60805 Columbus IN 47201-6258	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Insurance Company	24147
	INSURER B : Lexington Insurance Company	19437
	INSURER C : Ace American Insurance Company	22667
	INSURER D :	
	INSURER E :	


COVERAGES **CERTIFICATE NUMBER:** 34247706 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	MWZY 302202-16	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Phy Damage	<input checked="" type="checkbox"/>	MWTB 308552	12/1/2016	12/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ Self Insured
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	62785312	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	MWC 308551 00	12/1/2016	12/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property Leased/Rented Equipment		FAZD38483018 FAZD38483018	8/1/2016 8/1/2016	8/1/2017 8/1/2017	Limit: \$10,000,000 Special Form including Earthquake & Flood Limit: \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CHARTER TOWNSHIP OF YPSILANTI AND ITS PAST, PRESENT, AND FUTURE ELECTED OFFICIALS, APPOINTED COMMISSIONS AND BOARDS, AGENTS AND EMPLOYEES SHALL BE NAMES AS" ADDITIONAL INSURED where required by written contract and per policy terms and conditions.

CERTIFICATE HOLDER Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti MI 48197	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Richard Trakimas 
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POLICY NUMBER: MWTB 308552

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

All Persons or Organizations as Required by Contract or Agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON, JR.



Charter Township of Ypsilanti
Residential Services Division

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

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director – Residential Services Department

DATE: February 27, 2017

RE: Approval of the purchase of a new Toro bat-wing mower from Spartan Distributors the amount of \$62,000

We sought bids for a replacement Toro mower for our parks mowing. Attached you will see 3 bids from Toro distributors for the bat-wing mower we spec'd. We ask to go with the low bidder, Spartan Distributors who bid \$60,815.36, a savings of over 22%. This was a NIPA (National Intergovernmental Purchasing Association) pricing, which is a cooperative purchasing agreement. We are asking for a little more than the bid price in order to switch from pneumatic front tires.

At the Board's request, we did take a look at what Green Oaks Golf course did instead of purchasing new mowers. It is a difficult comparison because the mowers the golf course was selling or re-furbishing were 2012's. The mowers we look to replace are 2004 & 2006. (previous memo of 2001 was a typo). According to Tim, the type of things that they are having done are what we already have done to our mowers over the past 10 years. At this point of 12 or 13 years old, they are worn out. We also did have the replacement of a Toro mower on both our Asset Management list as well as our 2017 Capital Item replacement request.

These mowers have proven to be a very reliable and long lasting piece of equipment for our parks department. We would also seek authorization to either trade in or sell via MITN our oldest or highest hours mower, whichever gives us the best economical advantage.

This mower is budgeted in 101.774.000.977.000.

February 16, 2017

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

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

Charter Township of Ypsilanti
Attn: Wayne Dudley
7200 Huron River Dr
Ypsilanti, MI 48197

Dear Wayne,

For your consideration, we are pleased to provide a quote on the following equipment:

(1) TORO Groundsmaster 4100-D (#30608)	\$ 60,815.36
	List Price: \$ 77,769.00

The above TORO prices are based on National IPA Contract #120535

Spartan Distributors, as well as many other distributors, has been eliminated from MiDeal/Michigan State Contract. Spartan Distributors participates in a similar national purchasing cooperative (National IPA).

Pricing is firm for 30 days from date of quotation.

DELIVERY: As Arranged

TERMS: Net 30 Days

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

Sincerely,

Michael Brannigan

Michael Brannigan
Commercial Sales

MB/jgm



QUOTATION

Date 02/16/17

For: **Ypsilanti Twp.**

From: **Toledo Office located at:
5959 Angola Road
Toledo, OH 43615
800-346-0066**

Ypsilanti MI

Attn: **Mr. Wayne Dudley**

SalesRep: **Greg Walter**

Qty	Model#	Description	Sell Price	Extension
	GM4100D			
1	30608A	Groundsmaster 4100-D (Tier 4 Final Compliant)	66,414.36	66,414.36
		Sub-Total:		66,414.36
		(No Trades Quoted)		
		Terms: Net 15 Days (Upon Credit Approval)		
			Merchandise Total	66,414.36
			Trade-In Credit	0.00
			Destination Charge	996.22
			0.00% * Sales Tax	0.00
				67,410.58

This Quote Is Good for 30 Days

** Sales Tax is subject to change based on the current rules and regulations in effect at the time of delivery*

Accepted By: _____

Date: _____

True Lease Financing	Base = \$67,410.58	Rate Factor	Payment	Residual%
Conditional Sale Financing	Base = \$67,410.58	Rate Factor	Payment	

Reinders



Steve Stewart, SCPS
Operation Manager
3816 Carnation St.
Franklin Park, Illinois 60131
Cell (630) 284-8496
Fax (847) 678-5511
sstewart@reinders.com

Acct #:

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

Quote ID	Quotes Good for 30 Days
Quote Date 2/16/17	Tax Not Included In Quote

Attn: Wayne Dudley

PRICE QUOTATION

<i>Qty</i>	<i>Model #</i>	<i>Description</i>	<i>Total</i>
1	30608	M 4100-D (Tier 4 Final Compliant) (30608 / 30608A)	\$64,236.84

Plus Freight



Proposal Summary and Agreement

I am pleased to submit the attached proposal for your consideration

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the seller. All proposals and agreements are contingent on availability of product from the manufacturer. Typographical errors are subject to correction.

All prices quoted include delivery to your facility unless otherwise stated. The preceding pricing is valid for 30 days unless otherwise stated. Prices include assembly where applicable and accessibility to parts and service manuals. Timing at delivery may vary and is subject to manufacturer's availability. Purchaser is responsible for applicable taxes. All financed items will require lease documentation be returned to the finance company and approved for shipment by the lessor before delivery can be completed.

ORDER ACCEPTANCE AGREEMENT

By signing below, I am authorizing Reinders, Inc. to proceed with fulfilling the product order based on the quote I.D.# noted and that I have reviewed the quote in its entirety. Unless otherwise indicated I agree to accept delivery on the earliest date that this product can be shipped to our location(s). Any and all trades associated with this order will be ready for pick up at time of delivery of this order. A 2.5% service fee will apply for all credit card transactions.

Quote I.D. # _____ Accepted Equipment Delivery Date _____

Authorized Signature: _____

Print Name: _____

Date: _____

Steve Stewart, SCPS
Operation Manager
Reinders, Inc.



A MEMO WILL BE DISTRIBUTED TO THE BOARD DETAILING THIS AGENDA ITEM.