

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.

April 4, 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, APRIL 4, 2017

5:00PM

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

1. MANORS AT CREEKSIDE VILLAGE UPDATE.....GREG WINDINGLAND
2. AGENDA REVIEW..... SUPERVISOR STUMBO
3. OTHER DISCUSSION BOARD MEMBERS

Work Session Agenda Item

1. MANORS AT CREEKSIDE VILLAGE
UPDATE.....GREG WINDINGLAND

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
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JIMMIE WILSON, JR.

REGULAR MEETING AGENDA

TUESDAY, APRIL 4, 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 MARCH 21, 2017 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR APRIL 4, 2017 IN THE AMOUNT OF \$546,800.52
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #5
2. REQUEST APPROVAL OF THE PLANNED DEVELOPMENT AGREEMENT FOR THE MANORS AT CREEKSIDE VILLAGE
3. REQUEST FOR AUTHORIZATION TO PROCEED WITH ISSUING A REQUEST FOR QUALIFICATIONS FOR A MASTER DEVELOPER FOR THE SEAVER FARMS PARCEL
4. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF A CONTRACT WITH OHM TO OVERSEE CONSTRUCTION OF THE GREEN OAKS GOLF CART PATH IMPROVEMENTS IN THE AMOUNT OF \$11,456.50 BUDGETED IN LINE ITEM #584-584-000-701-000
5. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO RETAIN ARCHITECTURAL PROFESSIONAL SERVICES WITH HOBBS AND BLACK TO DESIGN COURT SECURITY SYSTEM FOR 14B DISTRICT COURT, DEVELOP BID DOCUMENTS AND ADMINISTER BID PROCESS AND OVERSEE CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$20,000.00 BUDGETED IN LINE ITEM #236-136-000-974-025
6. REQUEST FOR APPROVAL OF A COMMUNITY TOURISM ACTION PLAN (CTAP) GRANT APPLICATION FOR ROSIE THE RIVETER GUINNESS WORLD RECORD EVENT IN THE AMOUNT OF \$10,000.00 AND FOR A MATCHING FUND CONTRIBUTION OF \$1,000.00 BUDGETED IN LINE ITEM #230-751-000-880-000

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

1. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO AWARD THE LOW BID FOR THE GREEN OAKS GOLF CART PATH IMPROVEMENTS TO BEST ASPHALT IN THE AMOUNT OF \$257,837.00 WITH A CONTINGENCY AMOUNT OF \$15,000.00 FOR A TOTAL OF \$272,837.00 BUDGETED IN LINE ITEM #584-584-000-971-000
2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO AWARD THE LOW BID FOR THE COMMUNITY CENTER ROOF REPLACEMENT PROJECT SECTION A TO ROYAL ROOFING IN THE AMOUNT OF \$104,477.00 AND TO APPROVE THE ADDITIONAL WORK OF ADDING SEALER TO A BLOCK WALL ON THE FRONT OF THE COMMUNITY CENTER IN THE AMOUNT OF \$2,322.00 FOR A TOTAL OF \$106,799.00 BUDGETED IN LINE ITEM #212-970-000-976-008
3. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE TO SPARTAN DISTRIBUTORS FOR THE PURCHASE OF A TORO GROUNDSMASTER 7200 IN THE AMOUNT OF \$17,927.35 AND A HARPER TURBO VAC TV40 RE IN THE AMOUNT OF \$21,742.00 FOR A TOTAL AMOUNT OF \$39,669.35 BUDGETED IN LINE ITEM #584-584-000-971-000

PUBLIC COMMENTS

CONSENT AGENDA

CHARTER TOWNSHIP OF YPSILANTI MINUTES FOR THE MARCH 21, 2017 WORK SESSION

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

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

Members Absent: Heather Jarrell Roe

Legal Counsel: Wm. Douglas Winters

SEAVER FARM UPDATE

Richard Carlisle, Wortman Carlisle Associates, stated the Township had an outstanding piece of property in the Seaver Farm. He stated he became involved with the Seaver Farm when the Township wanted to sell it. He said that the Seaver Farm is approximately 37 acres and is centrally located near I-94 which makes the property extremely marketable. Mr. Carlisle said that his recommendation for the property would be to search for a master developer and he believes this would be more fruitful for the Township. He said it would be great to find a Master Developer for the entire 37 acres but would first like to focus on the north side. Mr. Carlisle stated that by marketing this as a whole it would be more in line with the Townships' goals and objections. He said that its' more than just a financial transaction it would contribute to the greater good of the township. Mr. Carlisle stated that the property is currently zoned industrial/research/office and is master planned for your town center. He said there was potential for a couple hotels, a retail outlet, a park, and a residential area. He stated it would be a walkable environment, which fits perfectly with the Township's vision of a town center. Mr. Carlisle said he feels optimistic about this property because within a three mile radius there is a population of over 70,000 and there is approximate 2,000 businesses. Mr. Carlisle explained the process to market this project.

Attorney Winters stated that at one time this site was proposed to be used for a 1,000 mobile home park and the township went to court to stop that from

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

happening. Attorney Winters stated that the Township purchased this property with the idea of a town center in the future.

Trustee Ross-Williams asked if this development would be similar to the Cherry Hill development in Canton. Mr. Carlisle said they did the initial master plan of Cherry Hill and it would be a smaller version of Cherry Hill Village.

Supervisor Stumbo asked Mr. Carlisle if he had other examples. Mr. Carlisle stated they began this concept with the City of Howell many years ago when they wanted to change the mix of their housing base. He said currently, they are assisting the City of Plymouth with a piece of property in downtown Plymouth. He said they are also working with the City of Troy.

Supervisor Stumbo stated that she had not heard about this concept before but it seems that using a master developer you would create a more organized use of the property.

Clerk Lovejoy Roe stated that with the development of the south east corner of Washtenaw County and with ACM it's a good time to see what interest there is with this property.

Mr. Carlisle stated that it is the right time for Ypsilanti Township because as mentioned you are being recognized in the media along with ACM.

AGENDA REVIEW

Public Hearing

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

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

PUBLIC COMMENTS

JoAnn McCullom Township Resident stated that West Willow was the first neighborhood in the township to get cameras and she supports the cameras. She said crime has went down since the cameras were installed.

CONSENT AGENDA

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

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR MARCH 7, 2017 IN THE AMOUNT OF \$1,839,137.91**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR FEBRUARY 2017 IN THE AMOUNT OF \$44,861.45**
- 3. CHOICE HEALTH CARE ADMIN FEE FOR JANUARY 2017 IN THE AMOUNT OF \$1,460.00**

C. FEBRUARY 2017 TREASURER'S REPORT

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that at the last board meeting the board had authorized his office to initiate the appropriate legal action to padlock two properties that have been identified as properties that were allowing the sale of drugs. He said one of the properties had 10 pit bulls that endangered the officers when they arrived to do follow up investigation. Attorney Winters stated that the properties have been emptied of contents and may go up for sale under the direction of the Townships' Office of Community Services. He said we continue to work in the township to seek neighborhood stabilization by following up on reports of public nuisance.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 21, 2017 WORK SESSION
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OLD BUSINESS

- 1. 2nd READING OF RESOLUTION 2017-04, PROPOSED ORDINANCE 2017-472, AN ORDINANCE TO AMEND THE TOWNSHIP ZONING CODE, SECTION 2109 SIGNS**
- 2. 2nd READING OF RESOLUTION 2017-05, PROPOSED ORDINANCE 2017-473, AMENDING THE TOWNSHIP ZONING CODE, SECTION 401 TO PERMIT RAISING UP TO FOUR (4) HENS ON RESIDENTIAL PARCELS WITH ONE ACRE OR MORE AND REQUESTS THE PLANNING COMMISSION TO REVISIT THIS ORDINANCE AT THE BEGINNING OF 2018 TO REVIEW THE LANGUAGE AND HOST PUBLIC HEARINGS FOR SMALLER LOTS AND ALSO REQUESTS THE PLANNING CONSULTANTS TO RESEARCH OTHER MUNICIPALITIES ORDINANCES ON THIS SUBJECT AND PROBLEMS THEY HAVE EXPERIENCED**

Trustee Ross-Williams suggested to change the language from smaller lots to lot size variances. Trustee Eldridge suggested to change language from problems to issues. Richard Carlisle, Planning Consultant, said he feels the Board is looking for further evaluation of the options you could consider moving forward with regulating backyard chickens if any. Mr. Carlisle said after reading the Resolution, it is clear to him that you are looking for further evaluation on other options you might consider which would include what has been done elsewhere.

Supervisor Stumbo stated the Resolution would stay as it was written for the 2nd reading.

Arloa Kaiser, Township Resident stated that one subdivision has 50' lots and suggested the Planning Commission be very specific when looking at making changes because you can be very close to your neighbor in subdivisions.

Supervisor Stumbo stated that this resolution did not include any subdivisions.

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

NEW BUSINESS

- 1. BUDGET AMENDMENT #4**
- 2. REQUEST OF YANKEE AIR FORCE, INC. (YAM) AND MICHIGAN AEROSPACE FOUNDATION (MAF) FOR A ONE YEAR EXTENSION TO THE PD #21-2015 STAGE 1 SITE PLAN AND REZONING APPROVAL GRANTED BY YPSILANTI TOWNSHIP ON MAY 19, 2015 PER RESOLUTION NO. 2015-09 ORDINANCE NO. 2015-444**
- 3. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR TO APPROVE ISSUANCE OF FIVE (5) FOUNDATION ONLY BUILDING PERMITS FOR NEW HOME CONSTRUCTION FOR THE MANORS AT CREEKSIDE VILLAGE**

Attorney Winters stated that Manors of Creekside Village is a residential development that has been resurrected by Lombardo Homes. He said when in 2011 a portion was split off of Creekside South, there was a condition that no building permits could be issued until a development agreement could be reached between Ypsilanti Township and Lombardo Homes. Attorney Winters stated that since January they have been trying to get a final development agreement ready to bring back to the Township Board and it is almost completed and in proper form and will be on the agenda for the Boards' consideration on April 4, 2017. He said with the spring construction season beginning Lombardo Homes has sold about 5 homes and they have requested that the Board approve 5 foundation only building permits so they could get started on the homes they have already sold. Attorney Winters stated that the funds are being escrowed, Treasurer Doe has received a Letter of Credit and so if the board has no objections to approve the request they will get started on building these homes.

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

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

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

Clerk Lovejoy Roe received a Resolution from Washtenaw County in response to the Budget that is being presented to Congress and to the Senate. She said the County began doing research of what that would mean with the cuts and that is the handout that the board received. Clerk Lovejoy Roe said that she and Supervisor Stumbo wanted to re-work the Resolution to reflect the needs of Ypsilanti Township. She said she contacted Rob Nissly, Habitat for Humanity and asked him to put together a report explaining the amount of federal funds they have received from CDBG and HUD funds. In Mr. Nissly's report, it shows that their program works well and hopefully the Congress and Senate will see that and continue their funding. Clerk Lovejoy Roe said that now they will send this information to all our Representatives in Congress and the Senate.

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

Jeff Allen, Residential Director stated that for the past few years we have used our renewable energy credits and applied them to the electric use in our buildings. He said this was the reason we are considered a green building.

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

Chief Copeland said this was a two year contract with a modest increase each year.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 21, 2017 WORK SESSION
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8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 130 S. HARRIS RD AND 2074 MCCREGOR IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

Attorney Winters stated these are the two properties are in extremely bad condition. He said at the home at 130 S. Harris, when the owner was told what would happen tonight, he began cleaning it up. Attorney Winters believes that the home on McCregor will take legal action.

Arloa Kaiser asked what was going on in Gault Village and the Nexus Pipeline.

Attorney Winters stated that a gate had to be installed in the back of Gault Village where the wall was crumbling. He said the last anchor tenant has moved out and it doesn't seem very promising over there. Attorney Winters says the court, through the receiver does what needs to be done to keep it maintained safely but the funds that are coming in may not be enough to cover all of the expenses. He said he is still optimistic that a new development will come in and but knows that if that does not happen it will continue to deteriorate.

Attorney Winters stated the Nexus approval process has been going on for three years. He said eventually FERC will approve this pipeline. Attorney Winters said that although the Township approved a resolution against the pipeline that will not stop the pipeline from going through the township. He said as far as the odorization waiver, that is separate from the FERC approval, and this waiver is still in the process of review. Attorney Winters said he would continue to work for the township, keeping them as safe as possible. He said he did not want to lead Ms. Kaiser or anyone else to believe that in any way they can stop this pipeline.

Ms. Kaiser said that she has heard on a Detroit Radio Station that said the odorization was for our safety but if they are releasing chemicals in the air what is happening to our vegetation and air quality. Ms. Kaiser thanked Attorney Winters and the Board for all their help with this pipeline.

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MINUTES OF THE MARCH 21, 2017 WORK SESSION
PAGE 8**

Attorney Winters stated that he understands there are other safety controls that could be more beneficial than odorization.

The meeting was adjourned at approximately 6:18p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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

Supervisor Stumbo called the meeting to order at approximately 7:00 pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer.

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

Members Absent: Heather Jarrell Roe

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

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

Supervisor Stumbo opened the Public Hearing at 7:01PM

Supervisor Stumbo closed the Public Hearing at 7:03PM

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

Motion carried unanimously.

PROCLAMATION FOR LINCOLN ROBOTIC TEAM

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

PUBLIC COMMENTS

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

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

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF TUESDAY, MARCH 21, 2017 REGULAR MEETING
PAGE 2**

CONSENT AGENDA

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

B. STATEMENTS AND CHECKS

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

C. FEBRUARY 2017 TREASURER'S REPORT

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

Supervisor Stumbo requested the responses from Residents regarding the chicken resolution be written verbatim for the record. She requested a friendly amendment to the minutes.

Motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE – given in the Work Session

OLD BUSINESS

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

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

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

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF TUESDAY, MARCH 21, 2017 REGULAR MEETING
PAGE 3**

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

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

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

The motion carried unanimously.

NEW BUSINESS

- 1. BUDGET AMENDMENT #4**

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request of Michael Radzik, OCS Director to Approve Issuance of Five (5)

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF TUESDAY, MARCH 21, 2017 REGULAR MEETING
PAGE 4**

Foundation only Building Permits for New Home Construction for the Manors at Creekside Village.

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF TUESDAY, MARCH 21, 2017 REGULAR MEETING
PAGE 5**

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

Respectfully Submitted,

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

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

Charter Township of Ypsilanti

RESOLUTION 2017-06

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

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

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

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

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

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

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

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

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

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

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

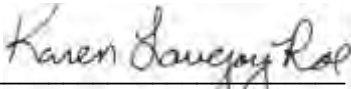
NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

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

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

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-06 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 21, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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

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

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

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

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

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

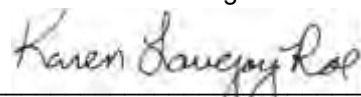
Whereas, proposed Ordinance No. 2017- 472 has revised the current existing Ordinance in such a fashion as to incorporate the above changes recommended; and

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

Now Therefore,

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-04 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 21, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

ORDINANCE 2017-472

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

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

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

Sec. 2109. - Signs:

1. Purpose, Intent and Definitions.

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

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

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

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

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

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

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

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

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

2. General requirements for all signs:

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

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

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

a. Residential uses:

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

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

Footnotes:

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

b. Non-residential building-mounted signs:

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

Footnotes:

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

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

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

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

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

c. Non-residential ground signs:

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

Footnotes:

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

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

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

d. Temporary signs:

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

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

Footnotes:

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

4. Nonaccessory signs:

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

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

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

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

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

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

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

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

5. Electronic changeable message signs and billboards:

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

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

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

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

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

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

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

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

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

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

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

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

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

The building official may remove such signs or sign copy at the expense of the sign owner after said owner has been ordered in writing to remove said sign by the building official and has not done so within 30 days. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.

- b. Damaged signs: Damaged signs shall be repaired, replaced or removed within ten days of the damage by the owner, agent or person having the beneficial use of the building or structure upon which said sign shall be found. Such signs may be removed by the building official at the expense of the sign owner after said owner has been ordered in writing to remove said sign by the building official and has not done so within ten days. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.
 - c. Illegal signs: Illegal signs may be removed by the building official at the expense of the sign owner after said owner has been ordered in writing to remove said sign by the building official and has not done so within 30 days. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.
 - d. Unsafe signs: Unsafe signs shall be immediately removed or made to conform to the provisions of this article by the owner, agent or person having the beneficial use of the building or structure upon which said sign shall be found. If such action is not taken within 24 hours, the unsafe signs may be removed by the building official at the expense of the sign owner. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.
13. Sign maintenance: The building official may order the removal of any sign that is not maintained in accordance with the provisions of this article. Such signs may be removed by the building official at the expense of the sign owner after said owner has been ordered in writing to remove said sign by the building official and has not done

so within 30 days. The township shall then place a lien on the property, adding necessary removal expenses to the tax bill for the property.

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

Severability

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

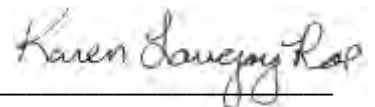
Publication

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

Effective Date

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2017-472 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on March 21, 2017 after first being introduced at a Regular Meeting held on March 7, 2017. The motion to approve was made by member Roe and seconded by member Wilson YES: Stumbo, Roe, Doe, Eldridge, Ross Williams, Wilson ABSENT: Jarrell Roe NO: None ABSTAIN: None.



Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

Published: Monday, March 27, 2017

Charter Township of Ypsilanti

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

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

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

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

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

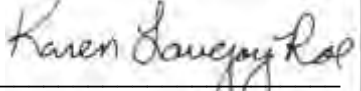
Whereas, Ordinance 2017-473 sets standards for the location, size, construction and maintenance of up to four (4) hens;

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

Now, Therefore,

Be it resolved, that Ordinance No. 2017-473 is hereby adopted by reference.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-05 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 21, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

ORDINANCE NO. 2017-473

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

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

- I. Delete in its entirety Section 401 entitled Principal Uses**
- II. Add the following new section 401 entitled Principal Uses Permitted**

Sec. 401. - Principal uses permitted:

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

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

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

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

Severability Clause

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

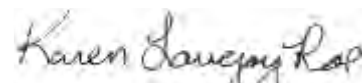
Publication

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

Effective Date

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2017-473 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on March 21, 2017 after first being introduced at a Regular Meeting held on March 7, 2017. The motion to approve was made by member Roe and seconded by Ross Williams YES: Stumbo, Roe, Doe, Eldridge, Ross Williams, Wilson ABSENT: Jarrell Roe, NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: Monday, March 27, 2017

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

March 21, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$10,000.00

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

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

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

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

Total Increase \$332,951.00

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

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

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

Motion to Amend the 2017 Budget (#5):

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

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

REVENUE CONTRACT
Charter Township of Ypsilanti

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

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

ARTICLE I - SCOPE OF SERVICES

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

ARTICLE II - COMPENSATION

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

ARTICLE III - TERM

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

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE V - EQUAL ACCESS

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

ARTICLE VI - ASSIGNS AND SUCCESSORS

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

ARTICLE VII - TERMINATION OF CONTRACT

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

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE IX - CHOICE OF LAW AND FORUM

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

ARTICLE X - EXTENT OF CONTRACT

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

ARTICLE XI - ELECTRONIC SIGNATURES

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

ATTESTED TO:

WASHTENAW COUNTY

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

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

YPSILANTI CHARTER TOWNSHIP

By: _____
Department/Division Head (DATE)

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

APPROVED AS TO FORM BY

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

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

Charter Township of Ypsilanti

Resolution 2017-07

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

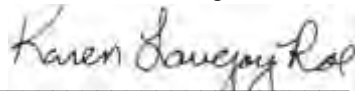
WHEREAS, cuts in HUD HOME/CDBG funding to Ypsilanti Township will result in a loss of property taxes gained through rehabilitated homes, an increase in abandoned homes and an increase in deteriorating houses and increased crime; and

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

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

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-07 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 21, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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

| | | |
|--------------------------------------|--|---|
| Buyer: | Charter Township of Ypsilanti | Address: 7200 South Huron River Dr. Ypsilanti, MI 48197 |
| Buyer Contact : | Contact Name: Brenda Stumbo, Supervisor | Contact Telephone Number: 734-481-0617 Contact Fax Number: 734-484-0002 Contact E-mail: |
| Seller: | Charter Township of Ypsilanti Ford Lake Hydroelectric Station | Address: 7200 S. Huron River Dr. Ypsilanti, MI 48197 |
| Seller Contact: | Contact Name: Michael Saranen, Operator Brenda Stumbo, Supervisor | Contact Telephone Number: 734-544-3690 Contact Fax Number: 734-544-3626 Contact E-mail: |
| Transaction Date: | | |
| Product: | Michigan RECs/IRECs | |
| Vintage: | May 2015 to March 2016 | |
| Quantity: | 1296 | |
| Purchase Price: | Seller shall sell to Buyer, and Buyer shall purchase from Seller, the RECs for the purchase price set forth below. \$0.00 per REC for each delivered REC | |
| Transfer of RECs: | Seller shall transfer to Buyer via MiREC; 1,296 RECs/IRECs on or before April 14, 2017. | |
| Payment: | <p>Seller shall invoice Buyer for payment not later than three (3) business days after transfer of RECs to Buyer. Payment by Buyer to Seller shall be due five (5) business days after transfer of RECs. All funds to be paid to Seller shall be rendered in the form of immediately available funds (U.S. Dollars) by check or in such other form as agreed to by the parties. If either party fails to remit any amount payable by it when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published by in <i>The Wall Street Journal</i> plus two percent (2%) from the date payment is due to the date of payment.</p> <p>Seller’s Payment Instructions:</p> <p style="padding-left: 40px;">Make check payable to: Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197</p> | |
| General Terms and Conditions: | <p><u>Representations and Warranties of Seller.</u> Seller represents and warrants to Buyer that (i) each REC meets the specifications set forth in this Agreement; (ii) Seller has good and marketable title to the RECs; (iii) all right, title and interest in and to the RECs are free and clear of any liens, taxes, claims, security interests, or other encumbrances; and (iv) Seller has not made any claims that the energy associated with the RECs is renewable energy. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.</p> | |

Event of Default. For purposes of this Agreement, a party shall be in default (each of the following, an “Event of Default”): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within seven (7) business days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made and such party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within seven (7) business days of written notice from the other party; or (iv) if a Party makes an assignment or any general arrangement for the benefit of its creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it, and such petition is not dismissed within sixty (60); or otherwise becomes bankrupt or insolvent (however evidenced).

Remedies upon Default. If either Party is in default, the non-defaulting party may select any or all of the following remedies: (i) upon two (2) business days’ written notice to the defaulting party, terminate this Agreement, (ii) withhold any payments and deliveries due in respect of this Agreement, and (iii) exercise such other remedies available at law or in equity.

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

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

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

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

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

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

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

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

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

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

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

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

Dispute Resolution. Any dispute or claim between the parties arising from this Agreement not resolved by negotiation in good faith within thirty (30) days will be settled by arbitration pursuant to the then applicable Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held in Houston, Texas. Either party may initiate such arbitration upon seven (7) days advance written notice to the other party. The parties shall divide equally the costs of the arbitrator and arbitration hearing, and each party shall be responsible for its own expenses and those of its legal counsel or other representatives. The parties agree that any determination of the arbitrator shall be final and binding and that judgment on the award in arbitration may be entered in any court of competent jurisdiction.

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

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

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

| | | | |
|-------------------------|---------------------------|-------------------------|---------------------------|
| Buyer: | | Seller: | |
| Signature: | Title: Supervisor / clerk | Signature: | Title: Supervisor / clerk |
| <i>Brenda L. Stumbo</i> | <i>Karen Lovejoy Roc</i> | <i>Brenda L. Stumbo</i> | <i>Karen Lovejoy Roc</i> |
| Printed Name: | Date: March 22, 2017 | Printed Name: | Date: March 22, 2017 |
| Brenda L. Stumbo | Karen Lovejoy Roc | Brenda L. Stumbo | Karen Lovejoy Roc |

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



1200 State Circle
Ann Arbor, MI 48108-1691
734.302.3100

FIRE DISPATCHING SERVICE AGREEMENT

BETWEEN

EMERGENT HEALTH PARTNERS, INC.

AND

YPSILANTI CHARTER TOWNSHIP

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

WITNESSETH:

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

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

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

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

SECTION 1

SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY EHP

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

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

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

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

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

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

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

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

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

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

SECTION 2

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

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

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

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

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

SECTION 3

PAYMENTS TO EHP FOR SERVICES, EQUIPMENT AND PERSONNEL

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

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

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

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

SECTION 4

TERM AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

SECTION 5

GENERAL PROVISIONS

5.1 Insurance.

5.1.1. EHP.

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

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

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

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

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

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

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

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

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

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

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

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

YPSILANTI CHARTER TOWNSHIP
("TOWNSHIP")

EMERGENT HEALTH PARTNERS INC.
("EHP")

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

By: _____
Its: President and CEO

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

APPENDIX "A"

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

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

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

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

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

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

APRIL 4, 2017 BOARD MEETING

| | | |
|---------------------------|----|-------------------|
| ACCOUNTS PAYABLE CHECKS - | \$ | 314,615.64 |
| HAND CHECKS - | \$ | 230,777.37 |
| CREDIT CARDS PURCHASES - | \$ | 1,407.51 |
| GRAND TOTAL - | \$ | 546,800.52 |

Check Date Check Vendor Name *HAND CHECKS* Amount

Bank AP AP

| | | | | |
|------------|--------|---------------------|--|-----------|
| 03/16/2017 | 174738 | AT & T | | 57.22 |
| 03/16/2017 | 174739 | AT & T | | 131.18 |
| 03/16/2017 | 174740 | COMCAST CABLE | | 4,650.00 |
| 03/16/2017 | 174741 | COMCAST CABLE | | 178.89 |
| 03/16/2017 | 174742 | COMCAST CABLE | | 31.63 |
| 03/16/2017 | 174743 | COMCAST CABLE | | 100.49 |
| 03/16/2017 | 174744 | COMCAST CABLE | | 104.85 |
| 03/16/2017 | 174745 | COMCAST CABLE | | 234.85 |
| 03/16/2017 | 174746 | COMCAST CABLE | | 121.60 |
| 03/16/2017 | 174747 | VERIZON WIRELESS | | 100.09 |
| 03/16/2017 | 174748 | VERIZON WIRELESS | | 71.01 |
| 03/16/2017 | 174749 | WASTE MANAGEMENT | | 29,085.84 |
| 03/16/2017 | 174750 | WASTE MANAGEMENT | | 682.71 |
| 03/16/2017 | 174751 | WASTE MANAGEMENT | | 229.98 |
| 03/16/2017 | 174752 | WASTE MANAGEMENT | | 1,393.88 |
| 03/16/2017 | 174753 | WASTE MANAGEMENT | | 98,959.90 |
| 03/16/2017 | 174754 | WASTE MANAGEMENT | | 671.76 |
| 03/16/2017 | 174755 | WASTE MANAGEMENT | | 28,005.79 |
| 03/16/2017 | 174756 | WASTE MANAGEMENT | | 130.91 |
| 03/16/2017 | 174757 | YPSILANTI COMMUNITY | | 1,127.28 |
| 03/21/2017 | 174758 | PLAY ENVIRONMENTS | | 4,915.00 |
| 03/21/2017 | 174759 | PLAY ENVIRONMENTS | | 4,915.00 |
| 03/21/2017 | 174760 | CONTI | | 59,391.93 |
| 03/21/2017 | 174761 | CITY OF YPSILANTI | | 400.58 |

AP TOTALS:

| | | | | |
|----------------------------|--|--|--|-------------------|
| Total of 24 Checks: | | | | 235,692.37 |
| Less 1 Void Checks: | | | | 4,915.00 |
| Total of 23 Disbursements: | | | | <u>230,777.37</u> |

| Check Date | Check | Vendor Name | Amount |
|------------|--------|------------------------------------|------------|
| Bank AP AP | | | |
| 04/04/2017 | 174762 | A & R TOTAL CONSTRUCTION, INC. | 260.46 |
| 04/04/2017 | 174763 | ACUSHNET COMPANY | 127.83 |
| 04/04/2017 | 174764 | ALLGRAPHICS CORPORATION | 522.50 |
| 04/04/2017 | 174765 | AMERIGAS | 540.90 |
| 04/04/2017 | 174766 | ANN ARBOR CLEANING SUPPLY | 741.31 |
| 04/04/2017 | 174767 | ANN ARBOR WELDING SUPPLY CO | 315.51 |
| 04/04/2017 | 174768 | ARGUS HAZCO | 290.98 |
| 04/04/2017 | 174769 | ASAP DRUG SCREENS | 38.00 |
| 04/04/2017 | 174770 | ASSOCIATED FENCE | 495.00 |
| 04/04/2017 | 174771 | AUTO VALUE YPSILANTI | 458.58 |
| 04/04/2017 | 174772 | BANDIT INDUSTRIES | 25.00 |
| 04/04/2017 | 174773 | BRIDGESTONE GOLF INC | 837.00 |
| 04/04/2017 | 174774 | CAMPBELL TITLE AGENCY OF MICHIGAN | 25.00 |
| 04/04/2017 | 174775 | CARLISLE/WORTMAN ASSOCIATES | 23,465.00 |
| 04/04/2017 | 174776 | CARMEN SAULS | 100.00 |
| 04/04/2017 | 174777 | CFS PRODUCTS, INC | 69.90 |
| 04/04/2017 | 174778 | COMPLETE BATTERY SOURCE | 35.92 |
| 04/04/2017 | 174779 | CONGDON'S | 120.95 |
| 04/04/2017 | 174780 | CRAIN'S DETROIT BUSINESS | 98.00 |
| 04/04/2017 | 174781 | DAYLAN JACKSON | 60.00 |
| 04/04/2017 | 174782 | EMERGENT HEALTH PARTNERS | 6,073.99 |
| 04/04/2017 | 174783 | FASTENAL | 152.51 |
| 04/04/2017 | 174784 | FEDERAL EXPRESS CORPORATION | 87.53 |
| 04/04/2017 | 174785 | FIBER LINK | 26.25 |
| 04/04/2017 | 174786 | FIRE SERVICE MANAGEMENT | 405.06 |
| 04/04/2017 | 174787 | FLEETPRIDE | 507.16 |
| 04/04/2017 | 174788 | GARY STAFFORD | 60.00 |
| 04/04/2017 | 174789 | GORDON CRUMP | 40.00 |
| 04/04/2017 | 174790 | GORDON FOOD SERVICE INC. | 162.53 |
| 04/04/2017 | 174791 | GREGORY CRUMP | 60.00 |
| 04/04/2017 | 174792 | GRIFFIN PEST SOLUTIONS | 93.00 |
| 04/04/2017 | 174793 | HERITAGE-CRYSTAL CLEAN, LLC | 152.17 |
| 04/04/2017 | 174794 | HOME DEPOT | 265.08 |
| 04/04/2017 | 174795 | INTERNATIONAL CODE COUNCIL* | 135.00 |
| 04/04/2017 | 174796 | JUMP-A-RAMA | 1,467.20 |
| 04/04/2017 | 174797 | LARDNER ELEVATOR COMPANY | 210.00 |
| 04/04/2017 | 174798 | LAURIN TUXBURY-ELLIOTT | 100.00 |
| 04/04/2017 | 174799 | LED EMERGENCY VEHICLE LIGHTING INC | 203.00 |
| 04/04/2017 | 174800 | LIGHTING SUPPLY COMPANY | 234.57 |
| 04/04/2017 | 174801 | LISA GODO | 178.50 |
| 04/04/2017 | 174802 | LOWE'S | 473.20 |
| 04/04/2017 | 174803 | MARCUS DRUMMER | 60.00 |
| 04/04/2017 | 174804 | MARK HAMILTON | 1,500.00 |
| 04/04/2017 | 174805 | MAYNARDS AUTO SERVICE CENTER | 20.00 |
| 04/04/2017 | 174806 | MCMASTER-CARR | 67.71 |
| 04/04/2017 | 174807 | MESSENGER PRINTING | 114.25 |
| 04/04/2017 | 174808 | MICHIGAN ASSOC. OF PLANNING | 130.00 |
| 04/04/2017 | 174809 | MICHIGAN LINEN SERVICE, INC. | 1,334.84 |
| 04/04/2017 | 174810 | MLIVE MEDIA GROUP | 510.00 |
| 04/04/2017 | 174811 | MONARCH PRINT AND MAIL | 81.50 |
| 04/04/2017 | 174812 | MUNICIPAL CODE CORPORATION | 1,564.76 |
| 04/04/2017 | 174813 | NETWORKFLEET, INC | 530.60 |
| 04/04/2017 | 174814 | OFFICE EXPRESS | 1,331.42 |
| 04/04/2017 | 174815 | OKINAWAN KARATE CLUB | 579.60 |
| 04/04/2017 | 174816 | ORCHARD, HILTZ & MCCLIMENT INC | 2,823.75 |
| 04/04/2017 | 174817 | PARKER ALLEN | 40.00 |
| 04/04/2017 | 174818 | PITNEY BOWES | 1,482.39 |
| 04/04/2017 | 174819 | PITNEY BOWES INC.** | 300.87 |
| 04/04/2017 | 174820 | PM TECHNOLOGIES, LLC | 720.00 |
| 04/04/2017 | 174821 | PRINTING SYSTEMS | 258.33 |
| 04/04/2017 | 174822 | REGINALD REEVES | 60.00 |
| 04/04/2017 | 174823 | RESIDEX, LLC | 673.41 |
| 04/04/2017 | 174824 | RKA PETROLEUM | 3,028.60 |
| 04/04/2017 | 174825 | ROCCO LEONE | 40.00 |
| 04/04/2017 | 174826 | SAM'S CLUB DIRECT | 99.67 |
| 04/04/2017 | 174827 | SHANA SKIPPER | 40.00 |
| 04/04/2017 | 174828 | SHRADER TIRE & OIL | 28.95 |
| 04/04/2017 | 174829 | SIGNS BY TOMORROW | 1,035.00 |
| 04/04/2017 | 174830 | SOCIETY FOR HUMAN RESOURCES | 199.00 |
| 04/04/2017 | 174831 | SOUTHERN COMPUTER WAREHOUSE | 783.52 |
| 04/04/2017 | 174832 | SPARTAN DISTRIBUTORS | 193.99 |
| 04/04/2017 | 174833 | STERICYCLE INC | 183.93 |
| 04/04/2017 | 174834 | SUPERIOR TOWNSHIP UTILITY DEPT | 46.99 |
| 04/04/2017 | 174835 | TERRACE PARK CONDOS | 100.00 |
| 04/04/2017 | 174836 | THERESE FOOTE | 413.00 |
| 04/04/2017 | 174837 | TODD BARBER | 1,950.00 |
| 04/04/2017 | 174838 | U.S. BANK, N.A. | 201,140.00 |
| 04/04/2017 | 174839 | VAN BUREN STEEL & FABRICATING | 654.50 |

A/p checks

User: mharris

CHECK NUMBERS 174762 - 174849

DB: Ypsilanti-Twp

| Check Date | Check | Vendor Name | Amount |
|------------|--------|----------------------------------|-----------|
| 04/04/2017 | 174840 | VICKI HILOBUK | 12,056.00 |
| 04/04/2017 | 174841 | VICTORY LANE | 129.82 |
| 04/04/2017 | 174842 | WAMAA | 1,000.00 |
| 04/04/2017 | 174843 | WASHTENAW COUNTY | 5,000.00 |
| 04/04/2017 | 174844 | WASHTENAW COUNTY LEGAL NEWS | 210.00 |
| 04/04/2017 | 174845 | WASHTENAW COUNTY ROAD COMMISSION | 45.60 |
| 04/04/2017 | 174846 | WASHTENAW COUNTY ROAD COMMISSION | 820.72 |
| 04/04/2017 | 174847 | WASHTENAW COUNTY TREASURER# | 30,030.00 |
| 04/04/2017 | 174848 | WASHTENAW URGENT CARE | 40.00 |
| 04/04/2017 | 174849 | YPSILANTI COMMUNITY | 1,448.33 |

AP TOTALS:

| | |
|----------------------------|------------|
| Total of 88 Checks: | 314,615.64 |
| Less 0 Void Checks: | 0.00 |
| Total of 88 Disbursements: | 314,615.64 |

03/27/2017 02:36 PM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 17 - 18

| Check Date | Check | Vendor Name | Description | Amount |
|------------|-------|-------------|-------------|--------|
|------------|-------|-------------|-------------|--------|

CREDIT CARDS

Bank CARDS COMERICA COMMERCIAL CARD

| | | | | |
|------------|-------|---------------|---|-----------------|
| 03/27/2017 | 17(E) | COMERICA BANK | SUPPLIES FOR ART MENTOR PROGRAM | 429.50 |
| | | | MICROSOFT SURFACE BOOK | 237.70 |
| | | | ANTENNA CONNECTORS AND WHITEBOARD | 68.38 |
| | | | SURECALL 10DB ATTENUATOR | 62.98 |
| | | | PLANTRONICS CS510 | 182.90 |
| | | | SHELVING SIDE UNIT | 58.19 |
| | | | LUNCH FOR PROMOTIONAL TESTING ASSESSORS | 59.31 |
| | | | RSFORM!PRO MULTI SITE SUBSCRIPTION | 43.90 |
| | | | CABLE FOR MOBILE DOCKING STATION | 57.65 |
| | | | PHONE SYSTEM SOFTWARE MAINTENANCE | 207.00 |
| | | | | <u>1,407.51</u> |

CARDS TOTALS:

| | |
|---------------------------|-----------------|
| Total of 1 Checks: | 1,407.51 |
| Less 0 Void Checks: | 0.00 |
| Total of 1 Disbursements: | <u>1,407.51</u> |

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #5**

April 4, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$559,307.00

Request to increase budget and create a new line to allow for a transfer into the General Fund from the Environmental Clean Up Fund for the Tyler Dam Project. We want to track the Tyler Dam Project in the General Fund because there will be a special assessment district. The current available funds in the Environmental Clean Up Fund is \$354,911.73 plus any interest due for the month of March 2017 - an estimated total amount of \$355,010.00. This will close the Environmental Clean Up Fund and transfer funds to the General Fund.

| | | | |
|---------------|------------------------------------|-------------------------|-----------------------------------|
| Revenues: | Transfer In: Enviro Cleanup | 101-000-000-697.007 | \$355,010.00 |
| | | Net Revenues | <u><u>\$355,010.00</u></u> |
| Expenditures: | Capital Outlay - Tyler Dam Project | 101-970-000-971.100 | \$355,010.00 |
| | | Net Expenditures | <u><u>\$355,010.00</u></u> |

Request to increase budget for a contribution transfer to the Golf Course Fund for installation and improvement of golf cart paths and Engineering fees for OHM. We anticipate payment back from the Golf Course as their revenues increase. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-----------------------------|-------------------------|-----------------------------------|
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$184,297.00 |
| | | Net Revenues | <u><u>\$184,297.00</u></u> |
| Expenditures: | Contribution to Golf Course | 101-999-000-969.584 | \$184,297.00 |
| | | Net Expenditures | <u><u>\$184,297.00</u></u> |

Request to increase budget for a the repair of a 2006 Batwing Mower estimated at \$20,000. 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 | <u><u>\$20,000.00</u></u> |
| Expenditures: | Equipment | 101-774-000-977.000 | \$20,000.00 |
| | | Net Expenditures | <u><u>\$20,000.00</u></u> |

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #5**

April 4, 2017

| | | |
|--|-----------------------|----------------------------|
| 212 - BIKE, SIDEWALK, RECREATION, ROADS, & GENERAL FUND | Total Increase | <u>\$126,799.00</u> |
|--|-----------------------|----------------------------|

Request to increase the budget for replacing a section of the roof and sealing of an outside wall at the Community Center. The lowest bidder is Royal Roofing. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-----------------------------------|-------------------------|----------------------------|
| Revenues: | Prior Year Appropriation | 212-000-000-699.000 | \$106,799.00 |
| | | Net Revenues | <u>\$106,799.00</u> |
| Expenditures: | Capital Outlay - Community Center | 212-970-000-997.008 | \$106,799.00 |
| | | Net Expenditures | <u>\$106,799.00</u> |

Request to increase the budget for repair & replacement of Township sidewalks. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|----------------------------|-------------------------|---------------------------|
| Revenues: | Prior Year Appropriation | 212-000-000-699.000 | \$20,000.00 |
| | | Net Revenues | <u>\$20,000.00</u> |
| Expenditures: | Capital Outlay - Sidewalks | 212-970-000-997.002 | \$20,000.00 |
| | | Net Expenditures | <u>\$20,000.00</u> |

| | | |
|--|-----------------------|----------------------------|
| 225 - ENVIRONMENTAL CLEAN UP FUND | Total Increase | <u>\$321,794.24</u> |
|--|-----------------------|----------------------------|

Request to increase budget line item "Transfer to the General Fund" and decrease line item "Transfer to Hydro Fund". This will close the Environmental Clean Up Fund and transfer all available funds to the General Fund for the Tyler Dam Project.

| | | | |
|---------------|---------------------------|-------------------------|----------------------------|
| Revenues: | Prior Year Fund Balance | 225-000-000-699.000 | \$321,695.97 |
| | | Net Revenues | <u>\$321,695.97</u> |
| Expenditures: | Transfer to General Fund | 225-225-000-968.002 | \$355,010.00 |
| | Transfer to Hydro Station | 225-225-000-968.252 | (\$33,215.76) |
| | | Net Expenditures | <u>\$321,794.24</u> |

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #5**

April 4, 2017

236 - 14B DISTRICT COURT FUND

Total Increase \$20,000.00

Request to increase budget line for Architectural Engineer to provide plans for Security in the Court Building. This is an estimate for professional services not to exceed \$20,000. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|----------------------|---------------------------|-------------------------|--------------------|
| Revenues: | Prior Year Fund Balance | 236-000-000-699.000 | \$20,000.00 |
| | | Net Revenues | <u>\$20,000.00</u> |
| Expenditures: | Capital Outlay - Security | 236-136-000-974.025 | \$20,000.00 |
| | | Net Expenditures | <u>\$20,000.00</u> |

584 - GOLF COURSE FUND

Total Increase \$293,632.00

Request to increase the budget for installation and improvement of the golf cart paths. The lowest bidder is Best Asphalt Inc. for the cart paths at \$257,837 with an OHM recommended \$15,000 contingency for unforeseen issues. OHM will be our engineers, responsible for overseeing the project at \$11,460. We anticipate paying back the General Fund as revenues increase. This will be funded by a Contribution from the General Fund and an Appropriation of Prior Year Fund Balance.

| | | | |
|----------------------|-------------------------------|-------------------------|---------------------|
| Revenues: | Transfer In from General Fund | 584-000-000-697.000 | \$184,297.00 |
| | Prior Year Fund Balance | 584-000-000-699.000 | \$100,000.00 |
| | | Net Revenues | <u>\$284,297.00</u> |
| Expenditures: | Capital Outlay - Other | 584-584-000-971.000 | \$284,297.00 |
| | | Net Expenditures | <u>\$284,297.00</u> |

Request to increase the budget for the purchase of new mower and turbo vacuum and the repair of a mower for the grounds. The budgeted line will need an addition of \$9,335 for purchases and repairs. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|----------------------|-------------------------|-------------------------|-------------------|
| Revenues: | Prior Year Fund Balance | 584-000-000-699.000 | \$9,335.00 |
| | | Net Revenues | <u>\$9,335.00</u> |
| Expenditures: | Capital Outlay - Other | 584-584-000-971.000 | \$9,335.00 |
| | | Net Expenditures | <u>\$9,335.00</u> |

Motion to Amend the 2017 Budget (#5):

Move to increase the General Fund budget by \$559,307 to \$9,129,942 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Roads, & General (BSRII) Fund budget by \$126,799 to \$1,646,253 and approve the department line item changes as outlined.

Move to increase the Environmental Clean Up Fund budget by \$321,794.24 to \$366,594.24 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$20,000 to \$1,537,300 and approve the department line item changes as outlined.

Move to increase the Golf Course Fund budget by \$293,632 to \$1,094,969 and approve the department line item changes as outlined.

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 approve Planned Development Agreement for Manors at Creekside Village**
Copy: McLain & Winters; Carlisle Wortman Associates; Greg Windingland, Lombardo; Alex Mamo, Chief Building Official
Date: March 29, 2017

Please accept this request to consider a Planned Development Agreement for the residential development known as Manors at Creekside Village and to place it on the agenda for the April 4, 2017 meeting of the Board of Trustees.

In 2004, the Board of Trustees approved a Revised Creekside Village South Developer's PD Stage II Final Site Plan for the original planned development known as Creekside Village South. The 179-unit site condominium project is located at the southwest corner of Tuttle Hill and Merritt roads. The original developer, Pulte Land Development Corporation, subsequently constructed 55 homes in the southern portion of the development and then pulled out of the project.

In 2008, the remaining 141 vacant lots and the development rights were transferred to S.E. Michigan Land Holdings, LLC, doing business as Lombardo Homes. Lombardo continued building new homes in the southern portion of the project.

In 2011, Lombardo amended the Master Deed and effectively split the project into two developments. The southern portion is known by its original name, Creekside Village South (South), while the northern portion is known as Manors at Creekside Village (Manors). At that time, Lombardo agreed not to begin construction in Manors until South was completed.

In 2013, the Board approved Completion Agreements with Lombardo for both South and Manors. The agreements adjusted development sureties and amended street tree and common area sidewalk plans.

The 93 home sites in South have been sold out and are substantially completed. The South Homeowner's Association has expressed no objection to the construction of homes in Manors.

CHARTER TOWNSHIP OF YPSILANTI

On March 21, 2017, the Board approved issuing five foundation permits to allow construction to begin in Manors pending approval of a new Development Agreement.

The remaining 86 vacant lots in the Manors are now ready to be completed pursuant to a Development Agreement, which is now presented to the Board for its consideration. An irrevocable standby Letter of Credit for \$100,000 is on deposit with the Treasurer's Office covering the remaining uncompleted site improvements. Lombardo also recently deposited a cash surety of \$60,200 covering future installation of street trees. The Building Department is ready to issue building permits for new home construction.

I respectfully request that the Board of Trustees approve the enclosed Planned Development Agreement for Manors at Creekside Village, which has been reviewed by legal counsel. Further, I request that the developer fully execute and record the agreement with the Washtenaw County Register of Deeds prior to the issuance of any building permits.

Please contact me with questions or concerns.

Regards,

Michael J. Radzik

Director, Office of Community Standards

**MANORS AT CREEKSIDE VILLAGE
PLANNED DEVELOPMENT AGREEMENT**

THIS PLANNED DEVELOPMENT AGREEMENT (“Agreement”) is entered into on the date last signed by **S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company, the address of which is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, including its successors and assigns (“Developer”), and the **CHARTER TOWNSHIP OF YPSILANTI**, a Michigan municipal corporation, the address of which is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (“Township”) (the Developer and Township are collectively referred to as the “Parties”).

RECITALS:

A. In 2004, Pulte Land Development Corporation, a Michigan corporation (the “Original Creekside Village South Developer”), held fee simple title to certain real property in the Township consisting of 62.26 acres located on the west side of Tuttle Hill Road, between Martz Road and Merritt Road, which real property is described on **Exhibit A** (the “Original Property”).

B. The Original Creekside Village South Developer applied to the Township for approval to develop on the Original Property a condominium planned development known as Creekside Village South (“Creekside Village South”), pursuant to Article XIX, Ypsilanti Township Zoning Ordinance.

C. Creekside Village South originally consisted of 179 site condominium units in one condominium known as Creekside Village South which was established pursuant to a Master Deed recorded with the Washtenaw County Register of Deeds, as subsequently amended (the “Creekside Village Master Deed”).

D. On November 10, 1998, the Township’s Planning Commission reviewed the Original Creekside Village South Developer’s request to rezone the Original Property from R-3 (One-Family Residential) to PD (Planned Development), along with the Original Creekside Village South Developer’s application for PD State I Preliminary Site Plan Approval, which recommendations of approval were forwarded to the Township Board.

E. On May 4, 1999, the Township Board reviewed and approved the Original Creekside Village South Developer’s PD Stage I Preliminary Site Plan.

- F. On May 4, 1999, the Township Board rezoned the Property to PD.
- G. On August 24, 2004, the Township's Planning Commission reviewed the Revised Creekside Village South Developer's PD Stage II Final Site Plan for Creekside Village South with the Planning Commission's recommendations of approval with conditions being forwarded to the Township Board.
- H. On September 21, 2004, the Township Board reviewed and approved the Revised Creekside Village South Developer's PD Stage II Final Site Plan for Creekside Village South.
- I. The approved PD Stage II Final Site Plan for Creekside Village South is consistent with the purposes and objectives of the Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as amended, and is otherwise consistent with the Township's Zoning Ordinance and Condominium Regulations pertaining to the use and development of a plan development.
- J. On December 31, 2008, Developer became the fee simple owner of Units 1-86, as well as certain other units, of Creekside Village South and the rights of the developer under the Creekside Village Master Deed were assigned to Developer.
- K. Pursuant to the April 19, 2011 Ypsilanti Township Board minutes, the applicant agreed to complete Creekside Village South prior to start of construction of Manors at Creekside Village.
- L. Pursuant to a Fourth Amendment to the Creekside Village Master Deed recorded on April 22, 2011 with the Township's consent, Developer withdrew from Creekside Village South land containing approximately 28.97 acres, which land is described on **Exhibit A** and contained Units 1-86 of Creekside Village South (the "Property").
- M. The Property was established as a condominium project consisting of 86 site condominium units known as Manors at Creekside Village pursuant to a Master Deed recorded on December 22, 2011 (the "Project").
- N. The Original Creekside Village South Developer substantially completed in accordance with the approved PD Stage I and PD Stage II Final Site Plans the installation of all necessary infrastructure within the Project such as, but not limited to, water mains, sanitary sewer mains, storm sewer mains, detention pond, roads, curbs, gutters and improvements to Merritt and Tuttle Hill Roads, without the necessity of special assessments by the Township (except for street lights). Building permits are available for the units within the Project upon the completion of certain items.
- O. Sheet 11 of the approved PD Stage II Final Site Plan for Creekside Village South shows elevations only of ranch-style homes and Developer shall construct only ranch-style homes within Manors at Creekside Village.

P. On March 25, 2013, the Township Board approved a Completion Agreement for Manors at Creekside Village that addressed certain Developer sureties and that included an amended street tree and open space sidewalk plan and specifications.

Q. Developer desires to obtain building permits for units within the Project.

R. The Township is holding an irrevocable standby letter of credit in the amount of \$100,000 issued by JP Morgan Chase Bank, N.A. (Chase LOC CTCS-863680) and that names the Township as the beneficiary, which Letter of Credit was furnished by Developer to the Township to secure completion of mass grading, water and sewer mains, street paving, certain landscaping and sidewalks for the Project (such letter of credit, as the same may be extended or replaced from time to time, is referred to herein as the "Existing Letter of Credit").

S. Section 19.16 of Article XIX of the Township's Zoning Ordinance requires the execution of a Planned Development Agreement in connection with the approval of the PD (Plan Development) District, which shall be binding upon the Township, developers and their successors in interest and assigns. However, the Original Creekside Village South Developer failed to enter into a Planned Development Agreement with the Township, as required by Section 1916 of Article XIX of the Township's Zoning Ordinance and conditions of PD Stage II Final Site Plan Approval.

T. The Township and Developer desire to enter into this Agreement to confirm the approvals that have been granted by the Township for the Project, to address the issuance of building permits for the Project, and to comply with Section 1916 of Article XIX of the Township's Zoning Ordinance and conditions of PD Stage II Final Site Plan Approval.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Agreement, and with the express understanding that this Agreement contains important and essential terms as part of final approval of the Project, the parties agree as follows:

Article I

General Terms

1.1 Name of Project. The development which is identified on **Exhibit B**, and which is to be developed pursuant to this Agreement shall be referred to as Manors at Creekside Village.

1.2 Compliance with Applicable Laws. Except as otherwise provided in this Agreement, all development, use, and improvement of the Property shall be subject to and in accordance with all applicable Township Ordinances and state laws, and shall also be subject to and in accordance with all other approvals and permits required under applicable Township Ordinances, County, and State laws for the respective components of the Manors at Creekside Village. In the event the Township Ordinances are amended after the date of this Agreement, such amendments shall apply to the Property, except as otherwise provided in this Agreement.

1.3 Recitals Part of Agreement. Developer and Township acknowledge and represent that the Recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.

1.4 Rezoning to PD District. The Township acknowledges and represents that the Property has been rezoned from R-3 (One-Family Residential) to PD (Planned Development) district for the development of the Project as well as the portion of Creekside Village South that does not contain the Project.

1.5 Approval of PD Stage II Final Site Plan. The PD Stage II Final Site Plan for the Project, copies of which are on file with the Township, have been approved in accordance with the authority granted to and vested in the Township pursuant to Act 184, Public Acts of 1943, as amended, the Township Rural Zoning Act, Act 285, Public Acts of 1931, as amended, and Act 168, Public Acts of 1945, as amended, relating to municipal planning, in accordance with Ordinance No. 74, [99-200] the Zoning Ordinance of Ypsilanti Township, enacted in 1994 [1999], as amended, and specifically Article XIX entitled PD Planned Development Regulations, and in compliance with Act 288, Public Acts of 1967, as amended, the Land Division Act. Such approved PD Stage II Final Site Plan remains in effect as of the date of this Agreement, as modified by this Agreement.

1.6 Conditions of PD Stage II Final Site Plan Approval. Developer and Township acknowledge that the approved PD Stage II Final Site Plan, which is attached as **Exhibit C**, for the Project incorporates the approved conditions and requirements pertaining to the final site plans that were adopted by the Township Board in its resolutions and are described as follows:

- (A) All conditions outlined in the August 2004 Staff Report from David Nicholson, Planning Director
- (B) All conditions outlined in the September 2, 2004 letters from Sally Richie, Planning Commission Secretary and David Nicholson, Planning Director.
 - a. The site utility plans accommodate all requirements for easements and conflicts with landscape installations as noted in the correspondence from YCUA dated June 11, 2004.
 - b. All other necessary permits and approvals are obtained from the permitting agencies described in the OHM letter of June 28, 2004.

1.7 PD Stage II Final Site Plan. All further references in this Agreement to the PD Stage II Final Site Plan for the Project shall mean the PD Stage II Final Site Plan for the Project approved by the Township.

1.8 Recording. This Agreement shall be recorded with the Washtenaw County Register of Deeds.

Article II

Agreement

2.1 Permitted Principal Uses. The only permitted principal uses within the Project shall be single-family dwellings and permitted accessory buildings and amenities as provided in a PD zone pursuant to the provisions of the Township's Zoning Ordinance and this Agreement.

2.2 Phasing. The Property shall be developed in a single phase.

2.3 Plans and Elevations. The approved plans and elevations for Manors at Creekside Village are attached hereto as **Exhibit C**. Any material modifications to the plans and elevations, shall be subject to the approval of the Township's director of planning, which approval shall not be unreasonably withheld.

2.4 Conditions.

- (A) Developer will use storm water castings with fish emblem
- (B) Developer will submit required documents for street lights with this Agreement
- (C) Developer will include in Master Deed and association by-laws that no fertilizer containing phosphorus will be used
- (D) Developer will not apply for soil/grading permit until this Agreement is signed
- (E) Final spacing and placement of fire hydrants on site shall be consistent with requirements of the Township Fire Department as described by the Fire Marshall

2.5 Open Space Areas. The Master Deed identifies the General Common Element open space for the Project (the "Open Space"). The Master Deed governs the use and maintenance of the Open Space, in accordance with this Agreement. Developer has formed Manors at Creekside Village Condominium Association, a Michigan non-profit corporation (the "Association"), to maintain all Open Space within the Project. Each Condominium unit owner shall have the non-exclusive right to use the Open Space for the purposes provided in this Article II and in accordance with the provisions of the Master Deed and the Bylaws for the Project and in accordance with such rules and regulations as may be adopted by the Association. The Township acknowledges that the Open Space areas delineated on the approved PD Stage II Site Plan meet the Township PD ordinance open space requirements.

The Open Space is to be used for wetland, storm water retention, recreation and open space purposes for the residents of the Project. No improvements shall be installed or constructed within the Open Space without the prior approval of the Township's Office of Community Standards, excepting those improvements installed by the Original Creekside Village South

Developer or Developer pursuant to the PD Stage II Final Site Plan or any amendment thereto. Although no other improvements are currently contemplated, upon due application by Developer and approval by the Township, the PD Stage II Final Site Plan and this Agreement may be amended to permit the installation of improvements within the Open Space, which may include, without limitation, roads, driveways, sidewalks, landscaping, storm drainage improvements, gas, electric and cable vision facilities, sanitary sewers, water supply lines, recreational amenities, and such other improvements as may be approved by the Township from time to time pursuant to plans approved by the Township.

2.6 Responsibility of Association to Preserve and Maintain the Open Space Areas. The Association shall preserve and maintain the Open Space subject to the right of Developer to install, preserve, retain, maintain and repair the condominium improvements which are identified in the PD Stage II Final Site Plan, as may be amended from time to time, and/or the plans and specifications for the Project which have been or may hereafter be approved by the Township. The Association shall be responsible for removing any man-made debris that is deposited in the Open Space. The Association may establish reasonable rules for and shall be responsible for the regulation, maintenance and upkeep of Open Space, including improvements such as sidewalks, bike paths and nature trails. Nothing in this Agreement shall prevent Developer from imposing in the Master Deed, or amendments thereto, more restrictive terms and provisions with respect to the use of any portion of the Open Space. The Association shall be governed by a Board of Directors. The Board shall make all decisions regarding the Open Space, subject to the right of the individual co-owners to vote on certain matters as provided in the Master Deed, and subject to the right of Developer, while it continues to own any units within the Project, to grant easements within the Open Space to install, preserve, retain, maintain and repair the condominium improvements which are identified in the PD Stage II Final Site Plan, as may be amended from time to time, and/or the plans and specifications for the Project which have been or may hereafter be approved by the Township. The Association shall establish and levy assessments against the units within the Project for the purpose of performing the Association's maintenance obligations with respect to the Open Space and for other proper purposes of the Association. The Association's assessment rights and each unit owner's assessment obligations are more fully set forth in the Master Deed.

2.7 Township Right to Enforce Open Space Area Obligation. In the event the Association fails at any time to preserve, retain, maintain or keep up the Open Space in accordance with this Agreement, the Township may serve written notice upon the Association by certified mail, setting forth the manner in which the Association has failed to maintain or preserve the Open Space in accordance with this Agreement. Such notice shall include a demand that deficiencies of maintenance or preservation be cured within thirty (30) days of the notice unless otherwise regulated by Township Ordinance. If the deficiencies set forth in the original notice, or any subsequent notice, are not cured within the thirty (30) day period or any extension granted, the Township, in order to prevent the Open Space from becoming a nuisance and/or a threat to the public health, safety and general welfare, may enter upon the Open Space and perform the required maintenance and/or preservation and the cost, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each unit and shall

constitute a lien on the Property and be placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

2.8 Installation of Sidewalks and Bike Paths. Developer shall install sidewalks, bike paths and nature trails within the street right-of-way in accordance with the final approved site plan. All sidewalks, bike paths and nature trails installed within the interior of the Project shall be maintained by the Developer, until such time as said maintenance obligations are assigned by Developer to the Association. Upon the assignment to and assumption by the Association of Developer's maintenance obligations with respect to the Open Space Areas, including, but not limited to, sidewalks, bike paths and nature trails, Developer shall have no further obligations or liability with respect thereto.

2.9 Successor Developers, and Assigns. All successor developers and assigns, to the extent that their ownership interest in the Project permits them to operate as a developer for a particular portion of the Project, shall perform the duties of the developer and assume the responsibilities and liability of the developer with respect to such portion of the Project.

2.10 Master Deeds and Bylaws. The original Master Deed and Bylaws for the Project have been approved by the Township and were recorded with the Washtenaw County Register of Deeds in Liber 4880, Page 66. Amended Master Deed and Bylaws for the Project shall be recorded with the Washtenaw County Register of Deeds.

2.11 Condominium Association. The Association shall be responsible for maintaining the general common element areas of the Project for the common use and benefit of all residents and owners of units within the Project. Every owner of a unit shall be a member of the Association. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any unit. During the period that Developer is entitled to appoint the directors of the Association, Developer shall notify the Township Clerk and Community Watch Specialist of the names and addresses of each Director of the Association within seven (7) days of their appointment by Developer.

2.12 Association Assessments. The Association shall establish and levy assessments against the units within the Project for the purpose of performing the Association's maintenance and repair obligations with respect to any general common elements within the Condominium, including but not limited to the Open Space, and for other proper purposes of the Association. The Association's assessment rights and the unit owner's assessment obligations are more fully set forth in the Master Deed and Bylaws for the Project.

2.13 Storm Water Management. The Developer shall preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, and other storm drainage facilities which are installed by the Developer within Manors At Creekside Village, whether arising under this Agreement, or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from the date of certification by the Township engineer that he or she has inspected the required improvements and is reasonably satisfied that they are proper and complete. Until the completion of the storm water and detention facilities within Manors at Creekside Village and

the approval of such storm drainage and detention facilities by the Washtenaw County Water Resources Commissioner, the Developer shall be responsible for the maintenance of such storm drainage and detention facilities. After receiving such approval from the Washtenaw County Water Resources Commissioner, Developer shall have no further obligations under this Section 2.12.

In the event that the Developer at any time fails to maintain or preserve the detention areas, the inlet and outlet areas, or other storm drainage facilities located within Manors At Creekside Village in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner's Office may serve written notice by certified mail upon the Developer, setting forth the deficiencies in the Developer maintenance and/or preservation of the detention areas, inlet and outlet areas or other storm drainage facilities in accordance with this Agreement. The written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas, or other storm drainage facilities, and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten (10%) surcharge for administrative costs, shall be placed on the next Township roll as a special assessment against Manors at Creekside Village and collected in the same manner as general property taxes.

2.14 No Disturbance of Wetlands. No regulated wetlands within the Project shall be modified in any manner by any person or entity unless all necessary permits have been issued by all governmental units or agencies having jurisdiction over such wetlands within the Property. The Township and Developer acknowledge that they are not aware of the presence of any regulated wetlands within the Project as of the date hereof.

2.15 Applicable Yard Setbacks. The parties acknowledge that the PD Stage II Final Site Plan identifies, for each unit within the Project, the width and size of such unit, and a typical layout that shows the approved front yard, rear yard and side yard setbacks for each unit in the Project. Such approved setbacks have been selected to accomplish the preservation of natural resources and natural features, such as trees, views, vistas and topography. No exterior wall of a principal residence shall be erected or placed other than within the confines of the approved building area without the consent of the Township. Minor variances to the foregoing setback and yard requirements may be administratively approved by the Township Office of Community Standards, without the necessity of amending this Agreement. Notwithstanding the foregoing, decks, patios, unenclosed covered spaces, cantilevers and egress wells may extend into the rear yard and side yard setback areas in accordance with Article XX, Section 2000 of the Township's Zoning Ordinance.

2.16 Other Zoning Regulations. The Project and this Agreement are intended to conform to the PD II planned development regulations of the Township Zoning Ordinance. In the event of a conflict or inconsistency between this Agreement, the approved PD Stage II Final

Site Plan and the construction plans which have been prepared in accordance with the approved PD State II Final Site Plan, versus the provisions of the Township Zoning Ordinance, the Township Site Condominium Ordinance or any other Township ordinances, rules and regulations which affect the development or zoning regulation of the Property, as the same may be amended from time to time, this Agreement, the PD Stage II Final Site Plan and the detailed construction plans shall control and variances shall not be required.

2.17 Development Review. Notwithstanding anything to the contrary contained in this Agreement, the PD Stage II Final Site Plan, detailed construction plans for the Project, and homes to be built within the Project shall not be subject to any enactments or amendments to the Township Zoning Ordinance, the Township Site Condominium Ordinance, or any other Township ordinances, rules and regulations which affect the development of the Property or the architectural standards governing home construction in the Project that became effective after September 21, 2004, the date of the approval of the PD Stage II Final Site Plan for the Project. Detailed construction plans for land development have been reviewed and approved taking into consideration this Agreement, the PD State II Final Site Plan, the Township Zoning Ordinance, the Township Site Condominium Ordinance and any other applicable Township ordinances, rules and regulations, as they existed as of the foregoing date.

2.18 Traffic and Pedestrian Circulation. Developer shall design, situate, and construct, and the Association shall maintain and repair (to the extent the following have not been dedicated to and accepted by the Washtenaw County Road Commission or other governmental authority and to the extent owners of units in the Project are not responsible for maintenance or repair under the Master Deed for the Project), all roads, entranceways, drives, parking lots, safety paths, sidewalks, walkways, and traffic circulation signage within and for the Manors at Creekside Village, at its sole expense, in accordance with the approved construction plans prepared by Atwell, and approved by Township Engineer Orchard, Hiltz, and McCliment (OHM), dated August 19, 2004. Manors at Creekside Village shall post financial security relating to the completion of construction of all such roads, drives, and parking lots within and for the Manors at Creekside Village in accordance with and as set forth in this Agreement. The Developer shall use its best efforts and diligently pursue necessary easements over adjoining properties in order to provide access to the Project in accordance with and as set forth in this Agreement. All road construction shall be in compliance with Chapter 47 of the Ypsilanti Charter Township Code and any private road standards adopted by the Township. Developer shall enter into a traffic safety enforcement agreement with the Township.

2.19 Public Sewer and Water. Manors At Creekside Village shall be developed with public sanitary sewers as approved by the YCUA and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations, and shall be developed with public water mains as approved by YCUA and the Michigan Department of Public Health, and subject to applicable laws and regulations. All standard connection, inspection, costs and fees imposed from and after the date of this Agreement by the Township with respect to the issuance of building permits in Manors At Creekside Village, including but not limited to engineering inspections, water tap fees and sewer tap fees, shall be paid by the Developer, or its successors or assigns, except for the portion previously paid for such connections, including but

not limited to those as shown in the YCUA Estimate of Costs- Application for Services. To the extent not previously done so by the Original Creekside Village South Developer, S.E. Michigan Land Holding LLC shall dedicate all necessary easements to the Township for the maintenance, repair and replacement of the public water and sanitary sewer lines within Manors at Creekside Village.

2.20 Street Trees. The Developer shall install within Manors at Creekside Village the landscaping, including street trees, which is identified in the landscaping plans that have been approved as part of the PD Stage II Final Site Plan and as amended as part of the Manors at Creekside Village Completion Agreement approved by the Board on March 25, 2013.

2.21 Street Lighting. The Township has created and established a Special Assessment District for the purpose of defraying the costs of the annual maintenance and operation of street lighting by special assessments against all of the units in the Project and Creekside Village South. The Township and Developer acknowledge that street lighting, which meets or exceeds the minimum residential street lighting standards of the DTE Energy, was previously installed within the Project.

2.22 Security Cameras. Security cameras shall be installed at the entranceways on Merritt Road and on Tuttle Hill Road. The security cameras shall meet the specifications established by the Township and shall be installed before the issuance of certificates of occupancy for Manors at Creekside Village, unless in the sole judgment of the Township a delay exists that is beyond the reasonable control of Developer. Such camera shall be monitored by the Township's Department of Public Safety. The creation and establishment of a special assessment district ("Security Camera SAD") for the purpose of defraying the Township's cost of maintaining and repairing the security cameras shall be established for Manors At Creekside Village and such Security Camera SAD shall be established prior to the issuance of certificates of occupancy within Manors At Creekside Village, unless in the sole judgement of Township a delay exists that is beyond the reasonable control of Developer. The Developer shall assist the Township in creating the Security Camera SAD. The Security Camera SAD for Manors at Creekside Village shall be based on the relative number of units.

2.23 Manors at Creekside Village – Rent Restrictions for New Site Condominiums. Developer agrees to impose certain restrictions on the rental of homes within the Project, in order to promote and preserve the owner occupied character of such neighborhoods. At the same time, the parties recognize that a homeowner may need to lease his or her home due to various circumstances, such as a job transfer, relocation, the loss of a job or for health or other reasons. Lease rates within Manors at Creekside Village shall be consistent with market rates in the Township for single-family detached units. The Developer shall have the right to adjust such rates at any and all times in response to market conditions. Manors at Creekside Village shall comply with all applicable fair housing requirements established by the State of Michigan and by the federal government. To the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of units within Manors at Creekside Village shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing. The Ypsilanti Township Board of Trustees, as part of its ongoing efforts to achieve the adopted policy goals of Neighborhood Stabilization and

to find solutions to the long term housing crisis in relation to occupancy and physical condition of residential structures within the Township and furthermore to promote balance in Washtenaw County's housing market through policy and resource allocations including partnerships and collaborations throughout Washtenaw County with the overarching goal of promoting policies that create resiliency, promote equity and improve opportunity for households of all income levels throughout the County, do hereby make and restate the following "Findings of Fact" in support hereof.

- (A) The Charter Township of Ypsilanti implemented a nuisance abatement program with regard to foreclosed property, which program is based upon the fact that Ypsilanti Township has experienced over 3,100 foreclosures between 2007 and 2015. The Township has 33% of foreclosures in Washtenaw County, but constitute 15% of the county's households and population; that as a result of these foreclosures, the average SEV of residential properties decreased 37% from 85,550.00 to 52,526.00; that many foreclosed properties became rental properties and the increase in rental properties demonstrates a corresponding increase in crimes and calls for police services.
- (B) Due to the unprecedented number of residential foreclosures between 2007 and 2015, Ypsilanti Township enacted Ordinance No. 2015-450 regarding vacant property registration and regulation in response to the disproportionate number of foreclosed properties in the Township. The implementation of this nuisance abatement program in conjunction with the vacant property ordinance has resulted in increased demand for legal services and staff resources for the filing of nuisance abatement civil actions in the Washtenaw County Circuit Court.
- (C) During this most severe housing crisis not seen since the "Great Depression," the Washtenaw County Office of Community and Economic Development undertook an analysis of housing market conditions throughout the County, which included support from the United States Department of Housing and Urban Development ("HUD"). This analysis resulted in a comprehensive report entitled "Housing Affordability and Economic Equity - Analysis", which report was published in January, 2015. The Township Board adopted this report by passage of Resolution 2015-4 on March 3, 2015. This study found *inter alia* that Ypsilanti Township is experiencing "vastly disproportionate numbers of subsidized housing units" in the Township (p. 5); that the Township "is at risk of entering a point of no return in its downward spiral, as the domino effect of foreclosures roots ever more deeply" (p. 5); that the Township "cannot remain the de facto affordable housing policy for Ann Arbor and Pittsfield; that "continuation of this default way of operating will ensure further decline in property values and fiscal stability" (p. 38); and that the Township "must find partners to intervene in the destabilizing cycle of foreclosure, disinvestment, abandonment, flipping and distress." (p. 38)
- (D) During the aforementioned time period, the City of Ann Arbor Housing Commission released a study in 2012 which examined the Housing Choice Voucher

Program (Section 8), which report concluded that Ypsilanti Township had 547 housing vouchers; that the 547 vouchers constitute 40% of all voucher participants in Washtenaw County while the Township comprises 15% of the county population; that the percentage of the county population using vouchers in the Township is 2.8 times higher than the County as a whole and 4.4 times higher than the City of Ann Arbor.

Thus, based upon the foregoing Findings of Fact, the policy of prohibiting rental units from being rented at subsidized rates or pursuant to programs offered or mandated by any governmental agency for subsidized housing reflect legitimate governmental interests in stabilizing property values, stabilizing incomes and reducing disparities in income, reducing the impacts of disproportionate concentrations of struggling families and corresponding issues of crime, inadequate property maintenance and fiscal stress, and moderating the increased cost of providing supporting governmental services. The foregoing Findings of Fact are the representations of the Township, only, and do not constitute the representations or warranties of S.E. Michigan Land Holding LLC.

Based on the foregoing, the Project shall be subject to the following restrictions:

- (E) A single family home within the above Development shall not be purchased for the purpose of leasing the home to other persons. A home within the above- referenced Development shall only be sold to persons who intend to occupy such home as their personal residence.
- (F) If a home owner whose home qualifies as the home owner's principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her home, such home owner will be permitted to lease his or her home to other persons during the period such home owner continues to hold title to the home, If such home owner thereafter conveys or otherwise transfers title to the home, any lease then in effect shall automatically terminate and, subject to subparagraph (G) below, the tenant(s) shall be required to immediately vacate the home, unless such tenant is the purchaser of the home.
- (G) A homeowner who is permitted to lease his or her home pursuant to subparagraph (F) above, may lease the home for a period not to exceed three (3) years, regardless of whether the home owner continues to own the home beyond such three (3) year period. However, upon the request of the home owner to the applicable Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a "one time only" extension which extension may be for any number of months with a maximum of 24 months and shall not, under any circumstances, exceed two (2) additional years to lease the home.
- (H) For purposes of the foregoing restrictions, the grant of a mortgage by a homeowner shall not constitute a transfer of the homeowner's title to the home. Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession of a home by foreclosure, receivership or deed in lieu of foreclosure, shall also be permitted to lease the home to other persons during the period such

mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee's foreclosed properties) holds title to the home.

- (I) The rental rates for homes permitted to be leased under this Section shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of homes shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.
- (J) Except as provided above in this Section, the leasing of homes within Development shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association formed to administer the affairs of such Development.
- (K) The leasing of homes shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single family residential properties, including ordinances pertaining to licensing and inspections.
- (L) All leases or rental agreements that are permitted under this Section shall incorporate the foregoing provisions.
- (M) The foregoing restrictions shall be contained in the master deeds for the above-referenced Development. The master deeds shall also contain provisions, approved by the Township, giving the Township the authority to enforce the foregoing restrictions and prohibiting the amendment of such restrictions without the prior consent of the Township. In addition, the master deeds for the Project may contain such additional restrictions relating to the leasing of condominium units, as determined by the Developer.

2.24 Surety and Escrows for Infrastructure Improvements. The Developer shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements of Manors At Creekside Village which S.E. Michigan Land Holding LLC is developing, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot lights, curb replacements, street paving, retention ponds and any other site improvements required by the Township, with respect to Manors At Creekside Village being developed by the Developer. The Parties acknowledge that the Existing Letter of Credit previously furnished by Developer to the Township and currently held by the Township satisfies the Developer's obligations under this Section 2.23. The Developer may satisfy the foregoing surety or escrow requirement in all or in part by the posting of such surety or escrows for such improvements with other governmental entities (e.g. the WCRC, the WCWRC, YCUA, etc.) and to the extent any of the foregoing governmental entities hold performance guaranties for any such improvements, the Developer shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. The Developer shall deliver to the Township Treasurer's office copies of all such surety or escrow agreements with other governmental entities. The surety amount required by the Township may be reduced incrementally as improvements within Manors at Creekside Village are accepted and approved and the Township agrees that, at the Developer's request and upon approval from the appropriate

inspecting agency, sureties held by the Township will be reduced or released to the Developer for completed portions of Manors at Creekside Village. The Township will use its good faith commercially reasonable efforts to reduce or release such sureties to the Developer within forty-five (45) days from the Township's receipt of a written request from the Developer.

2.25 Monuments/Corner Markers. The Township and the Developer acknowledge and agree that all required monuments and unit irons have been installed within the Project.

2.26 Construction Access. The Developer shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from its construction site, including placing brine on the roads when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, if applicable, the expense of which shall be borne exclusively by the Developer.

2.27 Engineering Plans and Certification.

(A) The Township acknowledges receipt of a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within the Project have been constructed in accordance with this Agreement, the PD Stage II Final Site Plan and engineering plans reviewed by the Township.

(B) If not previously furnished by the Original Creekside Village South Developer to the Township, the Developer shall furnish to the Township "as built" engineering plans (3 copies, microfilmed), reviewed and approved by the Township Engineer, showing all site improvements installed within the Project. All inspections for water and sewer (sanitary and storm) installations within a portion of the Project are to be performed by Township and YCUA engineering inspectors, with applicable fees paid by Developer.

(C) Developer shall furnish a "project engineer's certificate" for each portion of the Project for which Developer has requested and has been approved for the issuance of building permits indicating that all soil erosion and sedimentation measures for such portion of the Project have been complied with, according to local Ordinance #102 and part 91 of Act 451 of the Public Acts of 1994.

2.28 Underground Utilities. To the extent not previously installed, the Developer shall cause to be installed underground within each portion of the Project for which S.E. Michigan Land Holding LLC has requested and has been approved for the issuance of building permits, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. The Developer shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not established by the Original Creekside Village South Developer.

2.29 Removal of Construction Debris. The Developer shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within Manors at Creekside Village and within two weeks of completion or

abandonment of construction of each development phase. The Developer or its designated builder shall provide temporary containment units for the storage of debris and discarded building material until such time that the materials are scheduled to be removed. No burning of discarded construction material shall be allowed.

2.30 Maintenance Program. The Developer will establish and the Association will implement an ongoing maintenance program for Manors at Creekside Village which complies with the more stringent of the standards required by the Township's Property Maintenance Code or the following standards of the Developer: (i) Landscaping Specifications- Mowing and weeding is performed weekly. Grass height is maintained between 2.75" and 3"; (ii) Snow Plow - Roads are cleared once snow depth reaches 2" for roadways, unless the Washtenaw County Road Commission is responsible for such snow clearance. Walkways are cleared once snow depth reaches 1" and there is no limit on the number of pushes/clearings.

2.31 Developer's Marketing Procedures. The Developer may, in Developer's sole determination utilize one home as a sales center and model home.

2.32 Vested Project. Manors at Creekside Village shall be deemed fully "vested".

2.33 Township Enforcement. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with this Agreement, the Township may serve written notice upon the Developer, Association and/or the owner of the portion of the Property with respect to which the obligation or undertaking is required (the "violating party") setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the Township Board, or such other board, body, or official delegated by the Township Board, for the purpose of allowing the violating party an opportunity to be heard as to why the Township should not proceed with the correction of the deficiency or obligation which has not been undertaken or property fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event the Township determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the Township Board, or such other board, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the Township in its discretion, the Township shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under Township ordinances and/or State laws:

- (A) Enter upon the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by the Township to be appropriate. The cost and expense of making and financing such actions by the Township, including notices by the Township and legal fees incurred by the Township, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the violating party within thirty (30) days of a billing to the violating party. The payment obligation under this paragraph shall be secured by a

lien against the phase or phases of the Property within which the deficiency exists, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to the violating party pursuant to this paragraph, or in emergency circumstances, the date at which the Township incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by the violating party for more than thirty (30) days on the delinquent tax rolls of the Township relative to such portion of the Property as a special assessment, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the violating party, and, in such event, the violating party shall pay all court costs and attorney fees incurred by the Township in connection with such suit if the Township prevails in collecting funds thereby. This provision does not preclude the Township from exercising its rights under Section 1.6 of this Agreement.

- (B) Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in this Agreement. Except in emergency circumstances, the violating party shall be provided notice of the deficiencies from the Township and shall be afforded an opportunity to timely correct. In the event the Township obtains any relief as a result of such litigation, the violating party shall pay all court costs and attorney fees incurred by the Township in connection with such suit.
- (C) The Township may issue a stop work order as to any or all aspects of the Project, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Project regardless of whether the violating party is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Project prior to the hearing which shall remain in force until the violation is cured or the Township and the Developer or violating party reach an agreement regarding the violation or default.

2.34 Delay in Enforcement; Severability. Any failure or delay by the Township to enforce any provision herein contained shall in no event be deemed, construed, or relied upon as a waiver or estoppel of the right to eventually do so thereafter. Each provision and obligation contained herein shall be considered to be an independent and separate covenant and agreement, and in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

2.35 Access to Property. In all instances in which the Township utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements, and at any time throughout the period of development and construction of any part of the Project, the Township and its contractors, representatives, consultants, and agents shall be permitted and are hereby granted authority to enter upon all or any portion of the Property for the purpose of

inspecting and/or completing the respective improvements and for the purposes of inspecting for compliance with and enforcing this Agreement.

2.36 Agreement Jointly Drafted. The Parties have negotiated the terms of this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of the Parties. The Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and they shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of this Agreement causes an inverse condemnation, other condemnation or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements and undertakings described in this Agreement are necessary and roughly proportional to the burden imposed and are necessary in order to: (i) ensure that public services and facilities necessary for and affected by the Project will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Project; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the Property in a socially, environmentally, and economically desirable manner; and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.* It is further agreed and acknowledged hereby that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property, and all such improvements without exception are clearly and substantially related to the Township's legitimate interests in protecting the public health, safety, and general welfare. The Parties acknowledge and agree that such improvements, both on-site and off-site, have been found to be necessary and constitute a recognizable and material benefit to the ultimate users of the Manors at Creekside Village and to the community.

2.37 Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Project, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of this Agreement which apply, the Township, in the reasonable exercise of its discretion, shall determine whether the regulations of the Township's Zoning Ordinance, as amended, or other Township Ordinances are applicable, provided such determination is not inconsistent with the nature and intent of this Agreement. In the event of a conflict or inconsistency between two or more provisions of this Agreement, the more restrictive provision shall apply.

2.38 Warranty of Ownership. The Developer hereby warrants that it is the owner in fee simple of the Property described on the attached Property Description **Exhibit B.**

2.39 Running with the Land; Governing Law. This Development Agreement shall run with the land constituting the Property, and shall be binding upon and inure to the benefit of the Parties and all of their respective heirs, successors, assigns, and transferees. This Agreement may be recorded by any of the Parties following the execution of this Agreement. This Development Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this Development Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.

2.40 Agreements. S.E. Michigan Land Holding LLC agrees:

- (A) To provide a “plan for signs” and installation of street name signs according to Washtenaw County Road Commission specifications upon or following commencement of construction (but in any event, to be approved and installed prior to issuance of a final certificate of occupancy) and to install such temporary warning signs and temporary road name signs during the construction period as are appropriate to protect the health, safety and welfare of the public, in accordance with applicable requirements.
- (B) Notwithstanding anything to the contrary set forth herein, the following understandings have been reached between the Township and the S.E. Michigan Land Holding LLC as a part of S.E. Michigan Land Holding LLC preliminary site plan approval and are hereby reaffirmed and incorporated in this Agreement:
 - (1) S.E. Michigan Land Holding LLC shall enter into a binding deed restriction enforceable in perpetuity which would preclude an owner of the Manors at Creekside Village from ever increasing the density of the site beyond 86 units. This restriction is voluntarily and freely undertaken by S.E. Michigan Land Holding.
 - (2) S.E. Michigan Land Holding LLC Landscape Architectural Plans shall include appropriate berming and planting (including adjacent to the neighboring single- family residences) in accordance with the approved site plan.
 - (3) S.E. Michigan Land Holding LLC shall endeavor to cooperate with the Township Solid Waste Committee on future recycling activities.
 - (4) S.E. Michigan Land Holding LLC shall paint fire hydrants “Rustoleum School Bus Yellow” in accordance with Township Fire Departments standards.

Article III

Miscellaneous

3.1 Modifications. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the Parties.

- (A) **Headings; Construction.** The various headings of this Agreement are included for convenience only and shall not affect the meaning or interpretation of this

Agreement or any provision. When the context and construction so require, all words used in the singular shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa. Capitalized words or phrases not otherwise defined herein shall be construed to be consistent with those words or phrases as used in the Final Site Plan.

- (B) **Partial Validity; Severability.** If any term or provision of this Agreement or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- (C) **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors in interest and assigns, and no third party is intended to, or shall have, any rights hereunder.
- (D) **Joint Product of Parties.** This Agreement is the result of arms-length negotiations between S.E. Michigan Land Holding LLC and the Township and their respective attorneys. Accordingly, none of the parties shall be deemed to be the author of this Agreement, and this Agreement shall not be construed against either party.
- (E) **Inspections.** In consideration of the above undertakings, the Township shall provide timely and reasonable Township inspections as may be required during construction of Manors at Creekside Village.
- (F) **Recordation of Agreement.** S.E. Michigan Land Holding LLC shall record this Agreement with the Washtenaw County Register of Deeds and further provide a recorded copy to the Township Clerks Office.
- (G) **Effect of Agreement.** The terms and provisions of this Agreement and the PD Stage II Final Site Plan for Manors at Creekside Village shall continue in full force and effect. In the event of any conflict between the terms and provisions of this Agreement and/or any other agreement or applicable document, including the PD Stage II Final Site Plan for Manors at Creekside Village, and the provisions of the Zoning Ordinance or any other Township ordinances, rules, regulations or any amendments thereto, the provisions of this Agreement and the PD Stage II Final Site Plan for Manors at Creekside Village shall control and variances shall not be required.
- (H) **Effective Date.** The Effective Date of this Amendment shall be the last date on which both S.E. Michigan Land Holding LLC and the Township sign this Amendment.

The Township Hereby Agrees:

- (1) To accept appropriate easements for public water mains and sanitary sewers.
- (2) To provide timely and reasonable Township inspections as may be required during construction.
- (3) Building permits shall be available for all units in Manors at Creekside Village following usual submittal and review procedures and payment of applicable fees upon (i) Township Board approval of this Development Agreement and (ii) notarized execution of this Development Agreement by S.E. Michigan Land Holding LLC provided to the Township.

**Signatures and acknowledgments by the parties and approval by
counsel for the parties appear on following pages**

Developer:

S.E. MICHIGAN LAND HOLDING LLC, a
Michigan limited liability company

By: _____
Anthony F. Lombardo, its Manager

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 2017, the foregoing instrument was acknowledged before me by Anthony F. Lombardo, Manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company on behalf of the company.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Township:

CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation

By: _____

Its: Supervisor _____

CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation

By: _____

Its: Clerk _____

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 2017, the foregoing instrument was acknowledged before me by _____, Supervisor, and _____, Clerk, of Charter Township of Ypsilanti, a Michigan municipal corporation on behalf of the corporation.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

[Approved as to form & substance]

[Approved as to form only]

DRAFTED BY:

WHEN RECORDED RETURN TO:

Charter Township of Ypsilanti Clerk's Office
Civic Center
7200 S. Huron River Dr.
Ypsilanti, MI 48197

EXHIBIT A

ORIGINAL PROPERTY

Land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows:

Commencing at the Northeast corner of Section 34, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S01° 00' 43"E 60.33 feet along the East line of said Section 34 and the centerline of Tuttle Hill Road (60-foot ½ width); thence N84° 58' 45"W 60.33 feet parallel with the North line of said Section 34 for a PLACE OF BEGINNING; thence S01° 00' 43"E 2191.09 feet along the West Right-of-Way line of said Tuttle Hill Road; thence S88° 21' 21"W 1264.00 feet; thence N00° 53' 25"W 2096.77 feet; thence S84° 58' 45"E 603.20 feet; thence N00° 53' 25"W 241.32 feet; thence S84° 58' 45"E 662.77 feet along the South Right-of-Way line of Merritt Road (60-foot ½ width) to the Place of Beginning, containing 66.27 acres of land. More or less being part of the Northeast ¼ of said Section 34.

EXHIBIT B

PROPERTY

Land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows:

Commencing at the Northeast corner of Section 34, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S01°00'43"E 60.33 feet along the East line of said Section 34 and the centerline of Tuttle Hill Road (60-foot 1/2 width); thence N84°58'45"W 60.33 feet parallel with the North line of said Section 34 for a PLACE OF BEGINNING; thence S01°00'43"E 906.16 feet along the West Right-of-Way line of said Tuttle Hill Road; thence S85°33'57"W 604.36 feet; thence S02°45'18"W 209.58 feet; thence S86°08'43"W 645.50 feet; thence N00°53'25"W 1075.11 feet; thence S84°58'45"E 603.20 feet; thence N00°53'25"W 241.32 feet; thence S84°58'45"E 662.77 feet along the South Right-of-Way line of Merritt Road (60-foot 1/2 width) to the Place of Beginning, containing 28.97 acres of land, more or less, being a part of the Northeast 1/4 of said Section 34.

EXHIBIT C

Approved Plans and Elevations

CREEKSIDE VILLAGE SOUTH

FINAL SITE PLAN (P.D. STAGE II) FOR A RESIDENTIAL CONDOMINIUM DEVELOPMENT YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

DEVELOPER

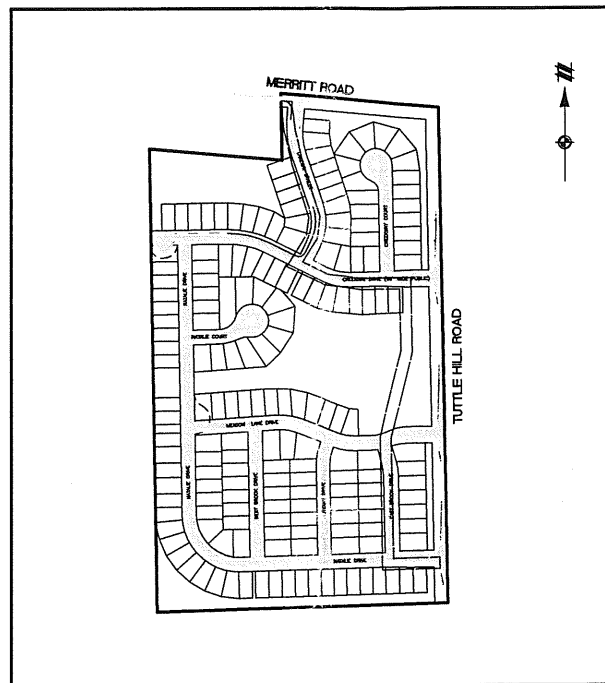
PULTE LAND DEVELOPMENT CORPORATION
26622 WOODWARD AVENUE, SUITE 110
ROYAL OAK, MICHIGAN 48067
248-546-2300 (PHONE)
248-414-7049 (FAX)

ENGINEER/SURVEYOR

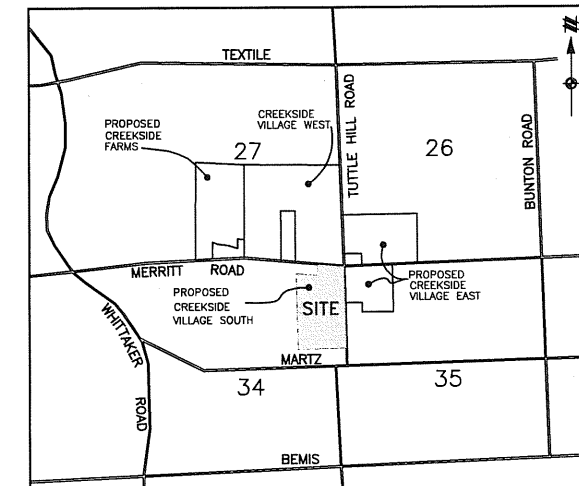
ATWELL-HICKS, INC.
7927 NEMCO WAY, SUITE 100
BRIGHTON, MICHIGAN 48116
810-225-6000 (PHONE)
810-225-9600 (FAX)

LEGEND

| | |
|--|--------------------------------------|
| | EXIST. CONTOUR |
| | PROF. CONTOUR |
| | EXIST. SPOT ELEVATION |
| | PROF. SPOT ELEVATION |
| | TOP OF CURB |
| | TOP OF PAVEMENT |
| | GUTTER |
| | DAY LIGHT |
| | FINISHED GRADE |
| | DRAINAGE DIRECTION |
| | EXIST. STORM SEWER |
| | PROF. STORM SEWER |
| | EXIST. MANHOLE |
| | PROF. MANHOLE |
| | PROF. EDGE DRAIN |
| | EXIST. CATCH BASIN/INLET |
| | PROF. CATCH BASIN/INLET |
| | END SECTION/HEAD WALL |
| | CULVERT |
| | EXIST. SANITARY SEWER |
| | PROF. SANITARY SEWER |
| | EXIST. WATER MAIN |
| | PROF. WATER MAIN |
| | EXIST. HYDRANT |
| | PROF. HYDRANT |
| | EXIST. GATE VALVE IN BOX |
| | PROF. GATE VALVE IN BOX |
| | EXIST. GATE VALVE IN MANHOLE |
| | PROF. GATE VALVE IN MANHOLE |
| | EXIST. OVERHEAD ELECTRIC |
| | EXIST. UNDERGROUND ELECTRIC |
| | PROF. UNDERGROUND ELECTRIC |
| | EXIST. LIGHT POLE |
| | PROF. LIGHT POLE |
| | EXIST. UTILITY POLE |
| | GUY WIRE |
| | SIDEWALK RAMP |
| | EXIST. ELECTRIC TRANSFORMER |
| | PROF. ELECTRIC TRANSFORMER |
| | EXIST. OVERHEAD TELEPHONE |
| | EXIST. UNDERGROUND TELEPHONE |
| | EXIST. GAS |
| | PROF. GAS |
| | EXIST. GAS RISER |
| | EXIST. TELEPHONE RISER |
| | EXIST. CURB AND GUTTER |
| | PROF. CURB AND GUTTER |
| | CENTERLINE OF DITCH OR EDGE OF WATER |
| | FENCE |
| | PROPERTY LINE |
| | CENTERLINE |
| | EXIST. SIGN |
| | PROF. SIGN |
| | SILT FENCE |
| | TREE PROTECTION FENCE |
| | SECTION CORNER |
| | EXIST. TREE OR BRUSH LIMIT |
| | EXIST. WETLAND AREA |
| | INLET FILTER |
| | GARAGE SIDE OF HOUSE |



OVERALL PROJECT PLAN
SCALE: 1"=400'



VICINITY MAP
NOT TO SCALE

SANITARY SEWER BASIS OF DESIGN

| | |
|--|---|
| TOTAL UNIT CALCULATION UNITS: | 179 UNITS |
| TOTAL POPULATION: | 179 x 3.50 PEOPLE PER UNIT: 626.5 PEOPLE |
| AVERAGE FLOW: | POPULATION x 100 GAL/DAY/CAP.: 0.0969 CFS |
| PEAKING FACTOR: | (18+(P/1000) ^{0.5})/((4+(P/1000) ^{0.5}): 3.92 |
| PEAK FLOW: | AVERAGE FLOW x PEAKING FACTOR: 0.3798 CFS |
| TOTAL CAPACITY OF AN 10" DIAMETER PIPE @ 0.30% SLOPE IS 1.20 CFS WITH A VELOCITY OF 2.20 FT/SEC. (n=0.013) | |

THEFORE, A 10" SEWER IS SUFFICIENT FOR THE PROPOSED FLOW

SANITARY SEWER DISTRICT

| | |
|--|---|
| TOTAL UNIT CALCULATION UNITS: | 900 UNITS |
| TOTAL POPULATION: | 900 x 3.50 PEOPLE PER UNIT: 3150 PEOPLE |
| AVERAGE FLOW: | POPULATION x 100 GAL/DAY/CAP.: 0.4874 CFS |
| PEAKING FACTOR: | (18+(P/1000) ^{0.5})/((4+(P/1000) ^{0.5}): 3.92 |
| PEAK FLOW: | AVERAGE FLOW x PEAKING FACTOR: 1.8669 CFS |
| TOTAL CAPACITY OF AN 12" DIAMETER PIPE @ 0.22% SLOPE IS 1.67 CFS WITH A VELOCITY OF 2.13 FT/SEC. (n=0.013) | |

THEFORE, A 12" SEWER IS SUFFICIENT

WATERMAIN BASIS OF DESIGN

| | |
|------------------------------|--------------------------|
| DOMESTIC DEMANDS | 350 GAL/DAY/UNIT |
| DOMESTIC USAGE # OF UNITS | 179 |
| ESTIMATED AVERAGE DEMAND | 62,650 GPD 43,500 GPM |
| PEAK FLOW MULTIPLIER | 3.92 |
| ESTIMATED DOMESTIC PEAK FLOW | 171 GPM |
| ESTIMATED FIREFLOW DEMAND | 1500 GPM |
| TOTAL PEAK HOUR DEMANDS | 1671 GPM |

LEGAL DESCRIPTION

DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 34, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

BEGINNING AT THE NORTHEAST CORNER OF SECTION 34, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S01°00'43"E 2244.42 FEET ALONG THE EAST LINE OF SECTION 34 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH); THENCE S88°21'21"W 1324.00 FEET; THENCE N00°53'25"W 2096.73 FEET; THENCE S84°58'58"E 603.20 FEET; THENCE N00°53'25"W 301.64 FEET; THENCE S84°58'45"E 722.97 FEET ALONG THE NORTH LINE OF SAID SECTION 34 AND THE CENTERLINE OF MERRITT ROAD (VARIABLE WIDTH) TO THE PLACE OF BEGINNING, BEING A PART OF THE NORTHEAST 1/4 OF SECTION 34, CONTAINING 66.27 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THAT PORTION AS OCCUPIED BY TUTTLE HILL ROAD AND MERRITT ROAD.

SITE DATA

| | |
|---------------------------|-------------------------------------|
| SITE AREA: | 66.27 GROSS |
| ZONING: | P.D. |
| LOT SIZE: | 60 x 120 MIN. (7200 S.F.) |
| NUMBER OF LOTS: | 179 |
| OPEN SPACE REQUIRED: | 8,753 Ac. PER P.D. STAGE 1 APPROVAL |
| OPEN SPACE PROVIDED: | 9.18 AC. |
| DENSITY: | 2.70 DU/AC |
| MAXIMUM UNIT COVERAGE: | 35% |
| MAXIMUM FLOOR AREA RATIO: | 35% |

BENCHMARKS

- R.R. SPIKE IN POWER POLE AT N.W. CORNER OF MERRITT ROAD AND TUTTLE HILL ROAD. NAVD 88. ELEV. 707.61
- NAIL IN WEST FACE OF 28" OAK, 850' NORTH OF MARTZ ROAD
- ON THE EAST SIDE OF TUTTLE HILL ROAD. NAVD 88 ELEV. 705.69

NOTES

-THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2003 STANDARD SPECIFICATIONS FOR CONSTRUCTION

-THE PRELIMINARY SITE PLAN WAS APPROVED AS A P.D. STAGE 1 ON 5-4-99 AS DERBYSHIRE ESTATES.

*Final review #3
Rec'd 7/20/04*

| SHEET INDEX | |
|-------------|--|
| SHEET NO. | DESCRIPTION |
| 1. | COVER SHEET |
| 2. | NATURAL FEATURES PLAN |
| 3. | SITE PLAN/LIGHTING PLAN |
| 4. | GRADING AND SOIL EROSION CONTROL PLAN |
| 5. | UTILITY PLAN |
| 6. | OVERALL LANDSCAPE PLAN/TREE MITIGATION |
| 7. | AERIAL PHOTOGRAPHIC OVERLAY |
| 8. | OPEN SPACE DELINEATION |
| 9. | RECREATIONAL FACILITIES PLAN |
| 10. | TREE SURVEY/INVENTORY |
| 11. | ARCHITECTURALS |

ATWELL-HICKS, INC.
Civil Engineering - Surveying
Planning - Environmental Services
Ann Arbor, MI 734 994 4000
Brighton, MI 810 225 6000
Washington Twp., MI 810 786 9800
Naperville, IL 630 577 0800

SECTION 34
TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT: PULTE LAND DEVELOPMENT, CORP.
CREEKSIDE VILLAGE SOUTH
FINAL SITE PLAN
P.D. STAGE II
COVER SHEET

CAD FILE: LVD1514SF-01-CV.dwg

7/23/04 Per Twp. Revisions
6/18/04 Per Twp. Revisions
5-17-04 Twp. Submittal

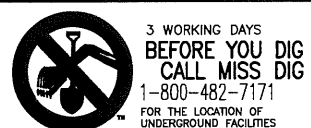
REVISIONS
DATE 2/15/00

SCALE 0 200 400
1" = 400 FEET

AH

DR. RMC | CH. SCS
P.M. P. HEPP
BOOK 1099
JOB LVD1514
FILE NO. 458-221-01

K:\LVD1514\dwg\Plan Set\Site-Final\LVD1514SF-01-CV.dwg, 07/23/2004 02:58:22 PM, sslls

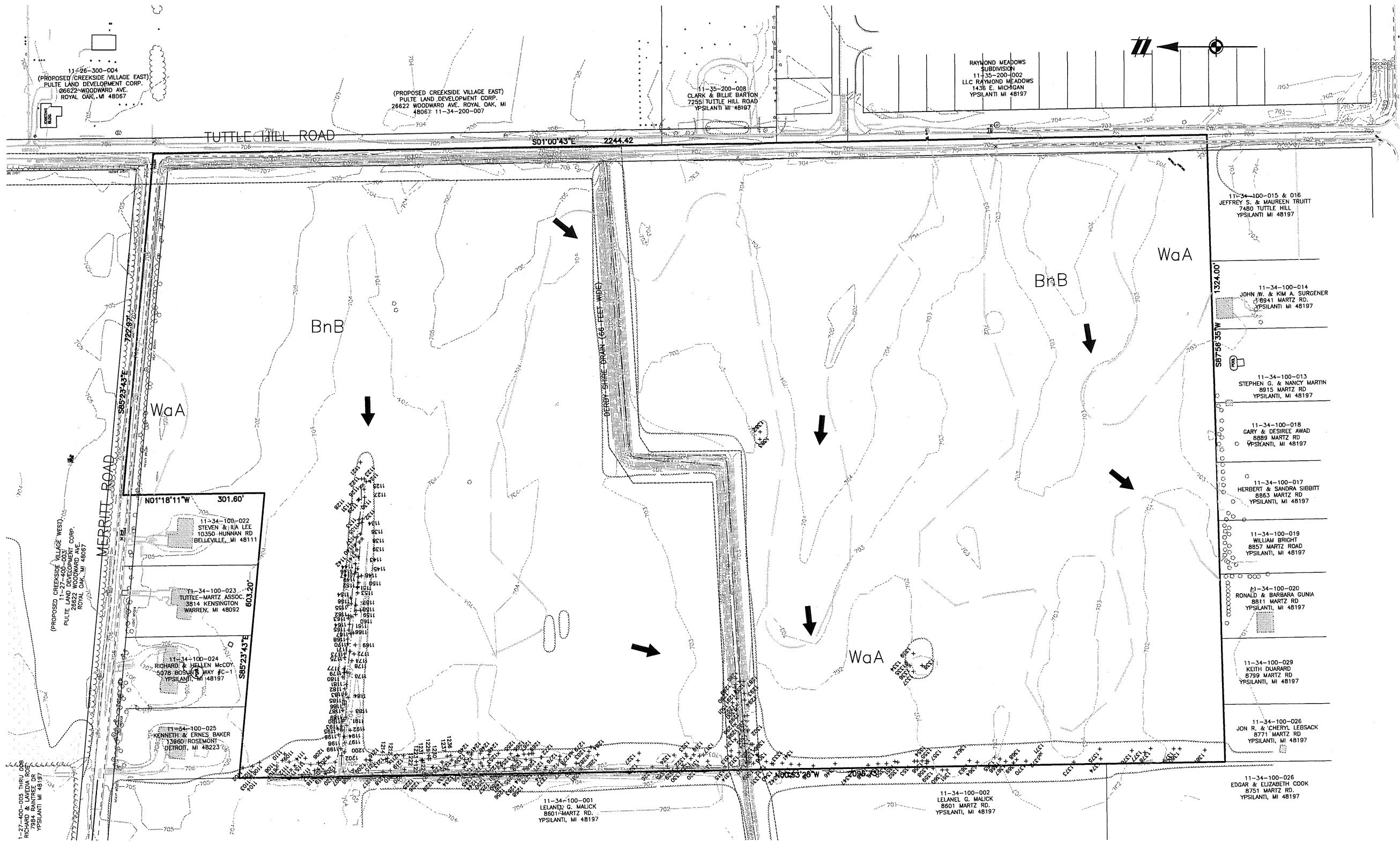


3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171 FOR THE LOCATION OF UNDERGROUND FACILITIES

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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K:\L\01514\dwg\Plan Set\Site-Final\L\01514SF-02-NF.dwg, 07/23/2004 02:58:50 PM, sslls



11-26-300-004
(PROPOSED CREEKSIDE VILLAGE EAST)
PULTE LAND DEVELOPMENT CORP.
26622 WOODWARD AVE.
ROYAL OAK, MI 48067

(PROPOSED CREEKSIDE VILLAGE EAST)
PULTE LAND DEVELOPMENT CORP.
26622 WOODWARD AVE. ROYAL OAK, MI
48067 11-34-200-007

11-35-200-008
CLARK & BILLIE BARTON
7255 TUTTLE HILL ROAD
YPSILANTI MI 48197

RAYMOND MEADOWS
SUBDIVISION
11-35-200-002
LLC RAYMOND MEADOWS
1436 E. MICHIGAN
YPSILANTI MI 48197

11-34-100-015 & 016
JEFFREY S. & MAUREN TRUITT
7450 TUTTLE HILL ROAD
YPSILANTI MI 48197

11-34-100-014
JOHN W. & KIM A. SURGENER
38941 MARTZ RD.
YPSILANTI MI 48197

11-34-100-013
STEPHEN G. & NANCY MARTIN
8915 MARTZ RD
YPSILANTI, MI 48197

11-34-100-018
GARY & DESIREE AWAD
8889 MARTZ RD
YPSILANTI, MI 48197

11-34-100-017
HERBERT & SANDRA SIGBITT
8563 MARTZ RD
YPSILANTI, MI 48197

11-34-100-019
WILLIAM BRIGHT
8857 MARTZ ROAD
YPSILANTI, MI 48197

81-34-100-020
RONALD & BARBARA GUNIA
8811 MARTZ RD
YPSILANTI, MI 48197

11-34-100-029
KEITH DUARARD
8799 MARTZ RD
YPSILANTI, MI 48197

11-34-100-026
JON R. & CHERYL LEBACK
8771 MARTZ RD
YPSILANTI, MI 48197

11-34-100-026
EDGAR & ELIZABETH COOK
8751 MARTZ RD.
YPSILANTI, MI 48197

11-34-100-001
LELANE G. MALICK
8601 MARTZ RD.
YPSILANTI, MI 48197

11-34-100-002
LELANE G. MALICK
8601 MARTZ RD.
YPSILANTI, MI 48197

11-34-100-022
STEVEN & JIA LEE
10350 HUNNAN RD
BELLEVILLE, MI 48111

11-34-100-023
TUTTLE-MARTZ ASSOC.
3814 KENSINGTON
WARREN, MI 48092

11-34-100-024
RICHARD & HELEN MCCOY
5978 BOSKUP WAY #C-1
YPSILANTI, MI 48197

11-34-100-025
KENNETH & ERNEST BAKER
13860 ROSEMONT
DETROIT, MI 48223



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
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SOIL LEGEND:
SYMBOL NAME
WaA WASEPI SANDY LOAM, 0% TO 4% SLOPES
BnB BOYER LOAMY SAND, 0% TO 6% SLOPES

➔ EXIST. DRAINAGE PATTERN

- BENCHMARKS:**
- R.R. SPIKE IN POWER POLE AT N.W. CORNER OF MERRITT ROAD AND TUTTLE HILL ROAD. NAVD 88. ELEV. 707.61
 - NAIL IN WEST FACE OF 28" OAK, 850' NORTH OF MARTZ ROAD ON THE EAST SIDE OF TUTTLE HILL ROAD. NAVD 88 ELEV. 705.69

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SECTION 34
TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT
PULTE LAND DEVELOPMENT, CORP.
CREEKSIDE VILLAGE SOUTH
FINAL SITE PLAN
P.D. STAGE II
NATURAL FEATURES PLAN

CAD FILE
LV01514SF-02-NF.dwg

7/23/04 Per Twp. Revisions
6/18/04 Per Twp. Revisions
5-17-04 Twp. Submittal

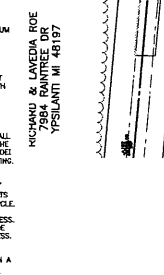
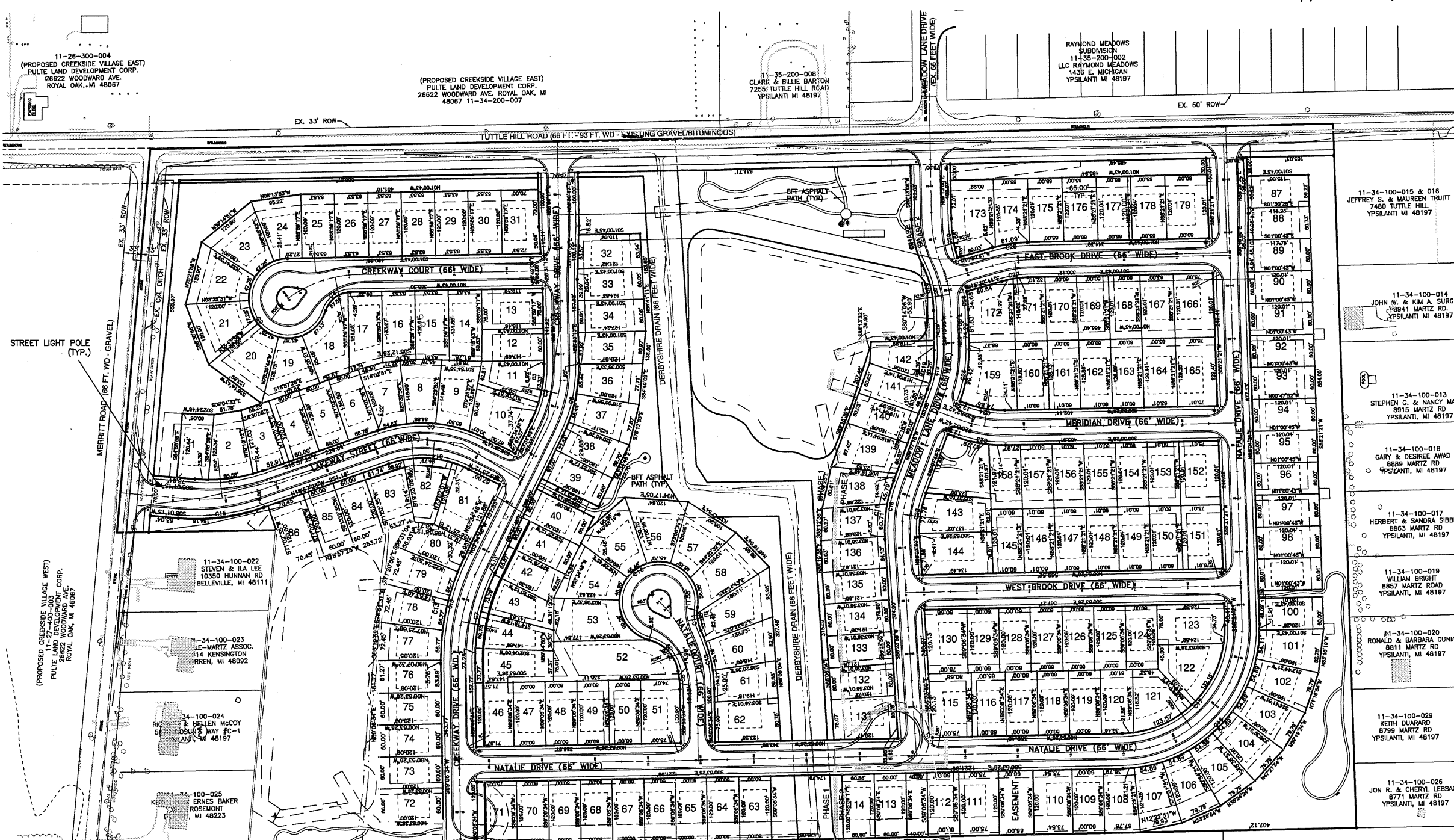
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DATE 2/15/00



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FILE NO. 458-221-02

LOT SIZE CHART

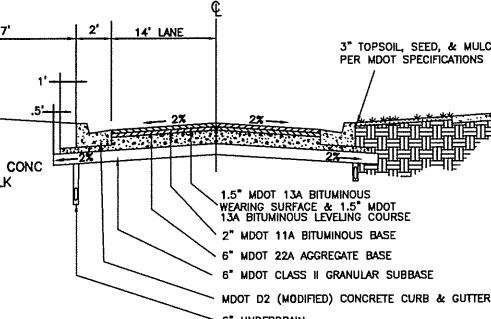
Table with columns: AREA, WIDTH, #, AREA, WIDTH. Lists lot numbers 1-88 and their corresponding area and width specifications.



Light Pole Specifications: Description, Materials, Dimensions, Installation, Finish. Details requirements for lighting poles and fixtures.

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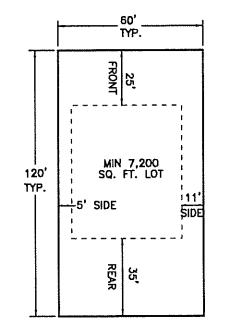
3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171 FOR THE LOCATION OF UNDERGROUND UTILITIES.



TYP. RURAL, LOCAL AND RESIDENTIAL - 66 FT. R.O.W. ROAD CROSS SECTION. NO SCALE.

SITE DATA P.D. STAGE I: SITE AREA: 66.27 GROSS P.D., UNIT SIZE: 60 x 120 MIN. (7200 S.F.), NUMBER OF UNITS: 180, OPEN SPACE REQUIRED: 8.753 AC., OPEN SPACE PROVIDED: 2.72 DU/AC, DENSITY: 35%, MAXIMUM UNIT COVERAGE: 35%, MAXIMUM FLOOR AREA RATIO: 35%.

SITE DATA P.D. STAGE II: SITE AREA: 66.27 GROSS P.D., UNIT SIZE: 60 x 120 MIN. (7200 S.F.), NUMBER OF UNITS: 179, OPEN SPACE REQUIRED: 9.18 AC., OPEN SPACE PROVIDED: 2.70 DU/AC, DENSITY: 35%, MAXIMUM UNIT COVERAGE: 35%, MAXIMUM FLOOR AREA RATIO: 35%.



NOTES: 1. SITE IS PROPOSED TO BE SERVED BY PUBLIC SEWER AND WATER. 2. ALL TELEPHONE, ELECTRIC AND CABLE LINES TO BE PLACED UNDERGROUND ENTIRELY WITHIN PRIVATE EASEMENTS. 3. SOIL EROSION AND SEDIMENTATION CONTROL WILL COMPLY WITH PART 91, 1994 PA 451 AS AMENDED. 4. TWO STREET TREES PER LOT TO BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF YPSILANTI TOWNSHIP WITH THE EXCEPTION OF AREAS THAT PREVENT WRCR INTERSECTION STOP SIGN SIGHT DISTANCE. 5. PROPOSED IMPROVEMENTS WITHIN MERRITT ROAD AND AND TUTTLE HILL ROAD RIGHT-OF-WAY ARE BASED ON BASIC SPEED LAW OF 55 MPH. 6. ALL ROADS PROPOSED ARE PUBLIC.

REVISIONS: DATE 2/15/00. SCALE 0 50 100. 1" = 100 FEET. DR. RMC CH. SCS. P.M. P. HEPP. BOOK 1099. JOB LV01514. FILE NO. 458-221-03.

ATWELL-HICKS, INC. logo and contact information. Includes address: 784 RAINBOW DR., YPSILANTI MI 48197. Phone: 734-994-4000. Website: www.atwell-hicks.com. Also includes project details: SECTION 34, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTEWAS COUNTY, MICHIGAN.

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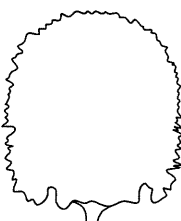
LEGEND

- XX— SILT FENCE
- — — TREE PROTECTION FENCE

SOIL EROSION AND SEDIMENTATION CONTROL SHALL ADHERE TO 1994 P.A. 451 PART 91 AS AMENDED AND ALL OTHER APPLICABLE STANDARDS AND SPECIFICATIONS AS DEVELOPED AND ADMINISTERED BY THE CHARTER TOWNSHIP OF YPSILANTI.

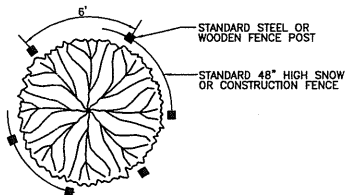
DEWATERING: ALL SLURRY RESULTING FROM ANY DEWATERING OPERATION SHALL BE PUMPED TO EITHER A SEDIMENT CONTAINMENT BAG OR A SUMP LOCATED AWAY FROM THE WATERCOURSE AND ALLOWED TO FILTER THROUGH NATURAL UPLAND VEGETATION OR GRAVEL FILTERS FOR A SUFFICIENT DISTANCE TO REMOVE SUSPENDED PARTICLES PRIOR TO THE WATER ENTERING ANY WETLANDS, LAKES OR STREAMS.

ELEVATION



FENCE SHALL BE LOCATED AT THE OUTER PERIMETER OF THE SPREAD OF THE BRANCHES (DRIP-LINE), OR CLOSER ONLY AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.

PLAN



TREE PROTECTION NOTES:

1. ALL TREES TO BE REMOVED WILL BE IDENTIFIED BY RED FLAGGING.
2. TREE PROTECTION FENCING IS TO BE ERECTED PRIOR TO ANY EARTHWORK OR CONSTRUCTION AND IS TO REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE.
3. ALL DEBRIS, FILL, EQUIPMENT OR MATERIAL IS TO BE KEPT CLEAR OF AREA WITHIN PROTECTIVE FENCE. NO CLEARING OF EQUIPMENT MATERIAL OR STORAGE OR DISPOSAL OF ANY MATERIAL WITHIN THE DRIP LINE OF ANY TREES TO BE SAVED.
4. SILT FENCE WILL BE PLACED 1' OFF TREE PROTECTION FENCING.

TREE PROTECTION FENCE DETAIL
NO SCALE

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630 577 0800

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CREEKSIDE VILLAGE SOUTH
FINAL SITE PLAN

P.D. STAGE II
GRADING AND SOIL
EROSION CONTROL PLAN

CAD FILE
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7/23/04 Per Twp. Revisions
6/18/04 Per Twp. Revisions
5-17-04 Twp. Submittal

REVISIONS

DATE 2/15/00



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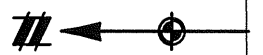
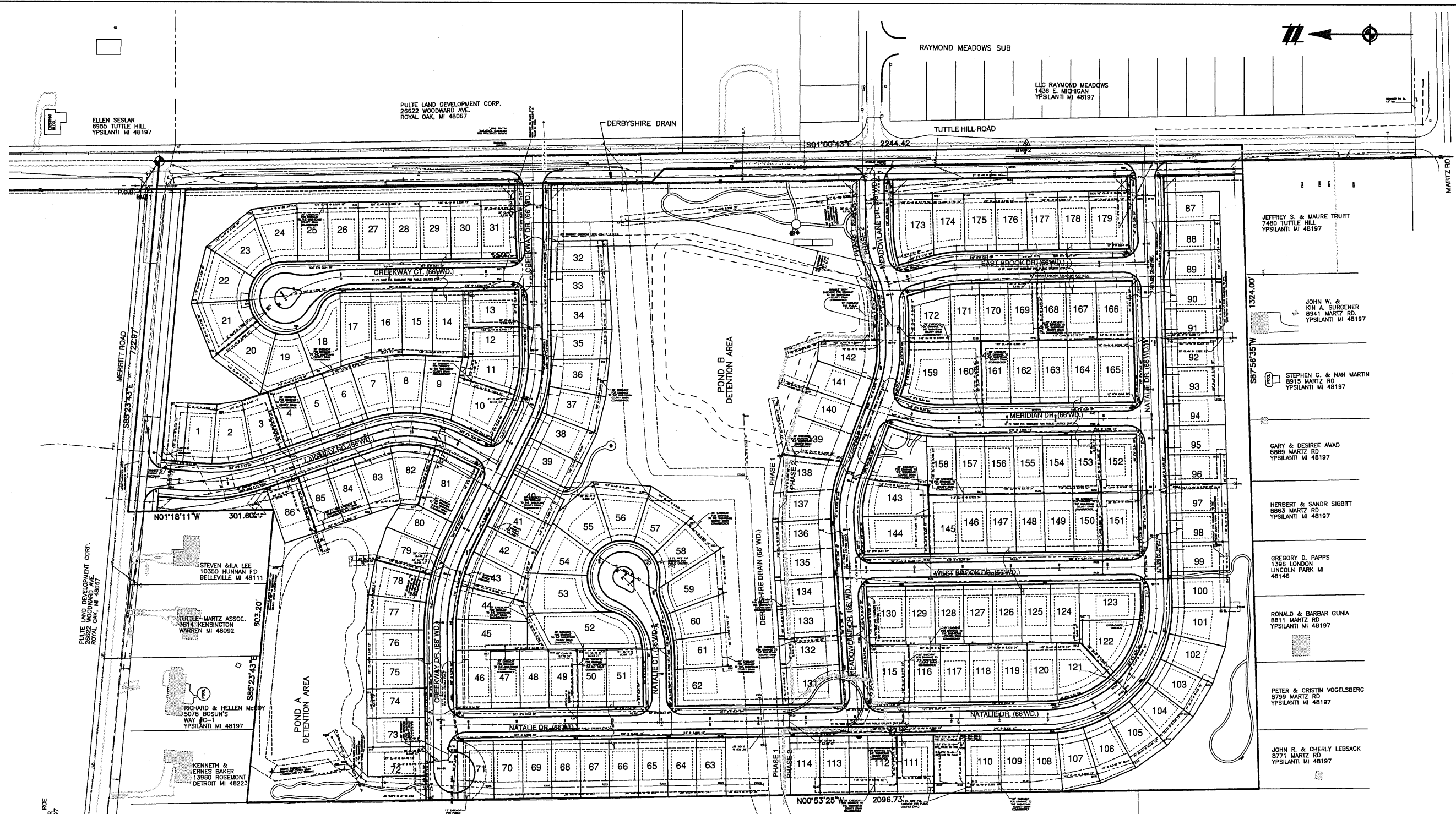


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LEGEND

- EXIST. STORM SEWER
- PROP. STORM SEWER
- EXIST. MANHOLE
- PROP. MANHOLE
- PROP. EDGE DRAIN
- EXIST. CATCH BASIN/WILET
- PROP. CATCH BASIN/WILET
- END SECTION
- CULVERT
- EXIST. SANITARY SEWER
- PROP. SANITARY SEWER
- C.C.
- G.D.
- EXIST. CLEANOUT
- PROP. CLEANOUT
- EXIST. WATER MAIN
- PROP. WATER MAIN
- EXIST. HYDRANT
- PROP. HYDRANT
- EXIST. SHUTOFF OR CURB BOX
- PROP. SHUTOFF OR CURB BOX
- EXIST. GATE VALVE IN BOX
- PROP. GATE VALVE IN BOX
- EXIST. GATE VALVE IN MANHOLE
- PROP. GATE VALVE IN MANHOLE
- EXIST. CURB AND CUTTER
- PROP. CURB AND CUTTER
- PROPERTY LINE
- CENTERLINE
- DRAINAGE DIRECTION
- SIDEWALK RAMP
- SECTION CROWN



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SECTION 34
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 YPSILANTI TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN

CLIENT
PULTE LAND DEVELOPMENT, CORP.
 CREEKSIDE VILLAGE SOUTH
 FINAL SITE PLAN
 P.D. STAGE II
 UTILITY PLAN

CAD FILE
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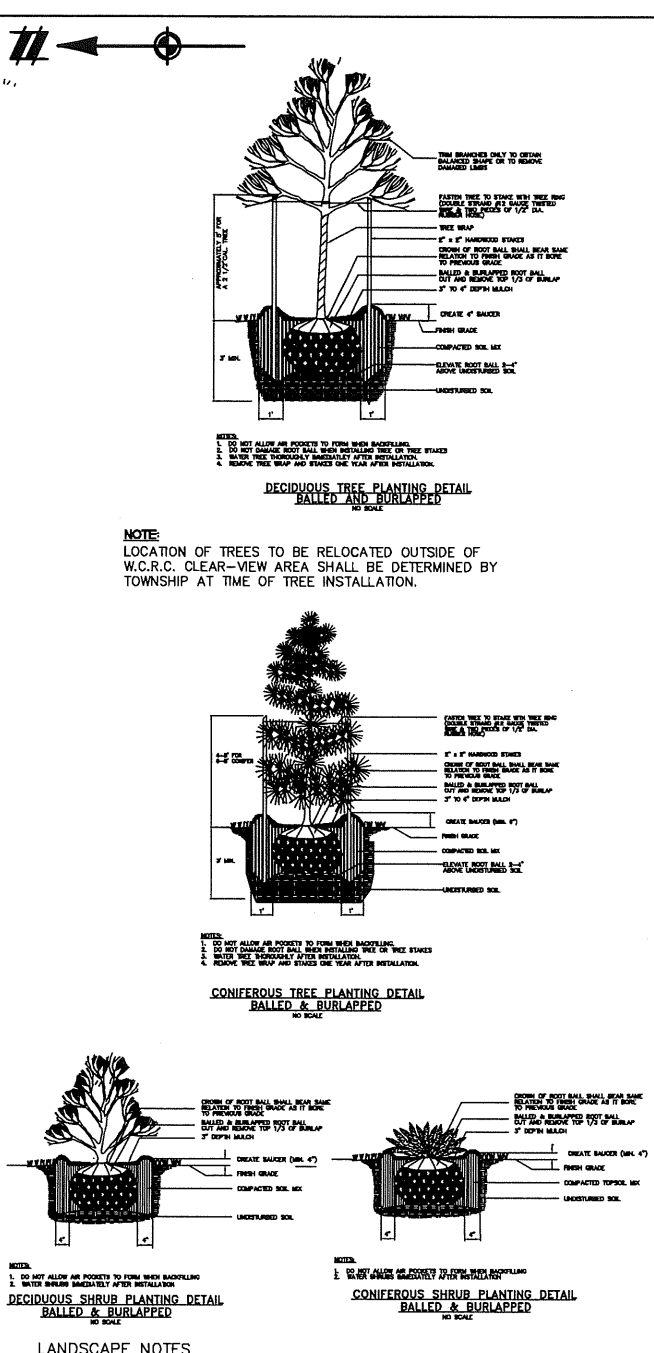
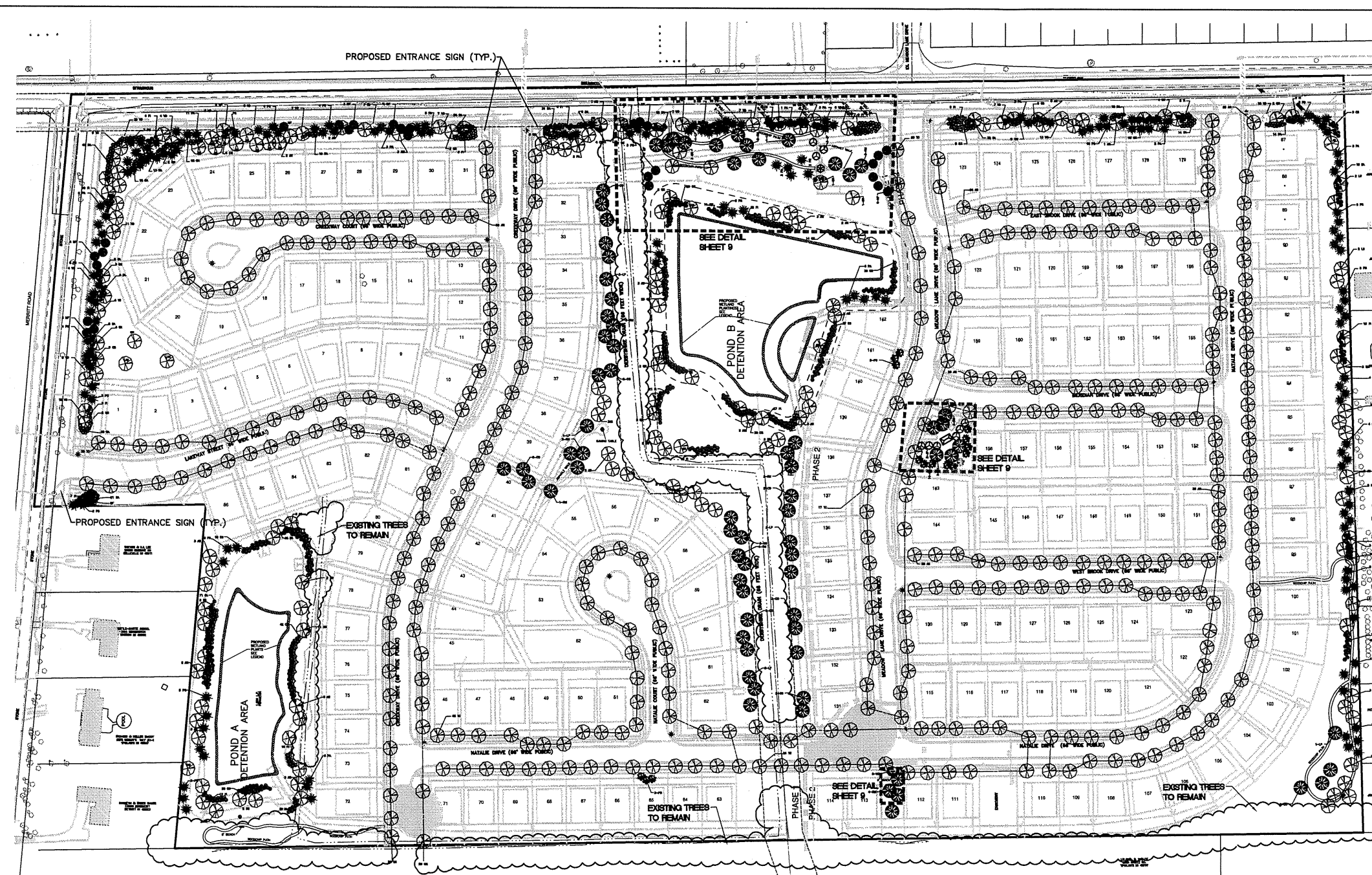
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LANDSCAPE NOTES

Landscape Notes:

- All landscaping shall be installed and maintained in accordance with Ypsilanti Township standards and in accordance with current industry standards in a neat, healthy and weed free condition.
- All disturbed unpaved areas are to be seeded with MDOT class A seed and sod over a minimum of 4 inch depth of topsoil, except where noted otherwise on plans.
- The landscape contractor shall be responsible for verification of all underground and overhead utilities. Plant material is to be located such that it will not interfere with any underground or overhead utilities.
- All landscape areas shall be provided with a readily available water supply.
- Substitutions of plant material must have prior Township approval.

LANDSCAPE DATA

| Interior Trees | 180 Proposed Lots | REQUIRED | PROPOSED |
|-----------------|-------------------|----------|----------|
| Deciduous Trees | 360 | 373 | |
| 2 Per Lot | | | |

| Detention Area Screening | REQUIRED | PROPOSED |
|-----------------------------------|----------|----------|
| Western Detention Area 1,200 l.f. | | |
| Trees | 24 | 24 |
| Shrubs | 240 | 240 |
| Central Detention Area 1,424 l.f. | | |
| Trees | 29 | 29 |
| Shrubs | 290 | 290 |

| Greenbelt Screening - Merritt Road - 723 l.f. | REQUIRED | PROPOSED |
|---|----------|----------|
| Width | 25' | 25'+ |
| Deciduous Trees | 18 | 18 |
| Evergreen Trees | 24 | 24 |
| Ornamental Trees | 8 | 8 |
| Shrubs | 145 | 145 |

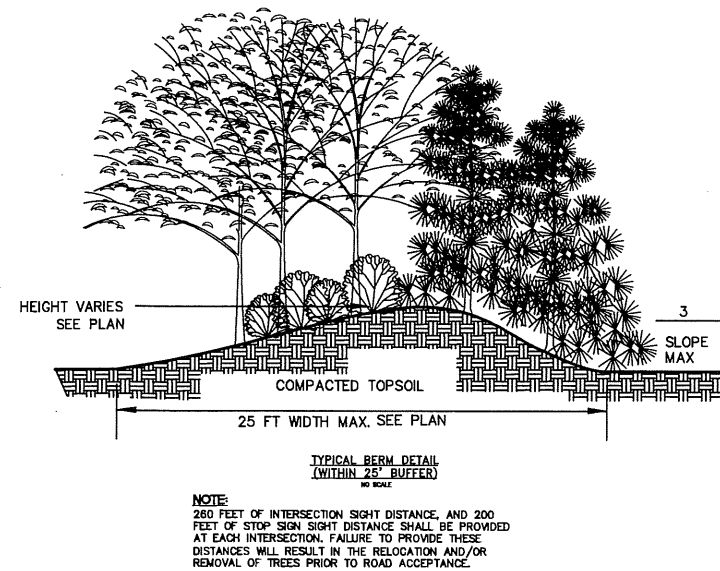
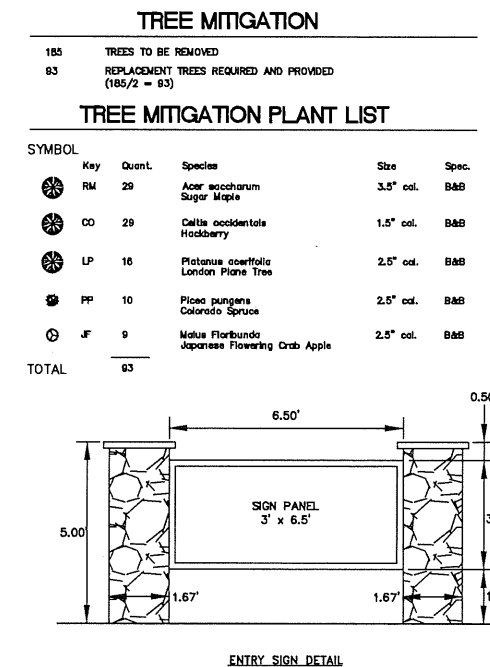
| Greenbelt Screening - Tuttle Hill Road - 2,245 l.f. | REQUIRED | PROPOSED |
|---|----------|----------|
| Width | 25' | 25'+ |
| Deciduous Trees | 56 | 56 |
| Evergreen Trees | 75 | 75 |
| Ornamental Trees | 23 | 23 |
| Shrubs | 449 | 449 |

55 Additional shade trees have been added to the detention areas for water cooling effects.

Wetland vegetation areas are to have a mix of the following:
 Tussock Sedge (Carex s. Lam.) 4 ft. o.c.
 Spotted Joe Pye Weed (Eupatorium m. L.) 4 ft. o.c.
 Blue Vervain (Verbena Hastata L.) 4 ft. o.c.
 Plants shall be one year old prior to planting. Planting soil shall be a 50/50 mix of sandy topsoil and Michigan peat.

PLANT LIST

| SYMBOL | Key | Quant. | Species | Size | Spec. | |
|--------------|------------------|--------|---|---|-----------|-------|
| CANOPY TREES | AR | 249 | Acer rubrum 'Red Sunset' Red Sunset Maple | 2.5" cal. | B&B | |
| | SS | 16 | Soft Species | 2.5" cal. | B&B | |
| | TC | 148 | Weeping Willow | 2.5" cal. | B&B | |
| | LS | 7 | Sweet Gum | 3" cal. | B&B | |
| | QR | 112 | Quercus rubra Red Oak | 2.5" cal. | B&B | |
| | AS | 36 | Commemoration Sugar Maple | 3" cal. | B&B | |
| | ORNAMENTAL TREES | MF | 22 | Malus Floribunda Japanese Flowering Crab Apple | 1.5" cal. | B&B |
| | | CS | 382 | Cornus Bakley Baldy dogwood | 24" ht. | B&B |
| | SHRUBS | EA | 185 | Greenspire Linden Dwarf Burningbush | 24" ht. | cont. |
| | | VD | 117 | Viburnum dentatum Arrowwood Viburnum | 4' ht. | B&B |
| VO | | 49 | Viburnum opulus European Cranberrybush | 4' ht. | B&B | |
| FI | | 236 | Forsythia intermedia 'Lynwood Gold' Lynwood Gold Forsythia | 24" ht. | cont. | |
| EVERGREENS | RA | 301 | Rhus ornaticolor 'Grow Lo' Grow Lo Sumac | 24" ht. | cont. | |
| | PR | 49 | Pinus resinosa Red Pine | 6' ht. | B&B | |
| | PA | 63 | Picea abies Norway Spruce | 6' ht. | B&B | |
| | PG | 64 | Picea glauca White spruce | 6' ht. | B&B | |



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FOR THE LOCATION OF UNDERGROUND FACILITIES

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SECTION 34
 TOWN 3 SOUTH, RANGE 7 EAST
 YPSILANTI TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN

CLIENT: PULTE LAND DEVELOPMENT, CORP.
 CREEKSIDE VILLAGE SOUTH
 FINAL SITE PLAN
 P.D. STAGE II
 OVERALL LANDSCAPE PLAN

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7/23/04 Per Twp. Revisions
 8/18/04 Per Twp. Revisions
 5-17-04 Twp. Submittal

REVISIONS

DATE: 2/15/00

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| TOWN | 3 SOUTH, RANGE 7 EAST |
| TOWNSHIP | YPSILANTI TOWNSHIP |
| COUNTY | WASHTENAW COUNTY, MICHIGAN |

CLIENT: PULTE LAND DEVELOPMENT, CORP.
CREEKSIDE VILLAGE SOUTH
FINAL SITE PLAN
P.D. STAGE II
AERIAL PHOTOGRAPHIC OVERLAY

| | | |
|------|---------|--------------------|
| DATE | 7/23/04 | Per Twp. Revisions |
| DATE | 6/18/04 | Per Twp. Revisions |
| DATE | 5-17-04 | Twp. Submittal |

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| BOOK | 1099 |
| JOB | LV01514 |
| FILE NO. | 458-221-07 |



OPEN SPACE AREA CALCULATIONS

| | | |
|--|-----------------------------------|------------|
| | ACTIVE RECREATION AREAS | 2.69 ACRES |
| | PASSIVE RECREATION AREAS | 2.11 ACRES |
| | UPLAND NATURAL PRESERVATION AREAS | 2.48 ACRES |
| | WETLAND AREAS | 0.27 ACRES |
| | LANSCAPE BUFFERS | 1.63 ACRES |

TOTAL OPEN SPACE AREAS 9.18 ACRES

ADDITIONAL OPEN SPACE AREAS

| | | |
|-----------------------------|---------------------|------------|
| | WCDC\WCRC EASEMENTS | 3.69 ACRES |
| | DETENTION PONDS | 3.71 ACRES |
| TOTAL ADDITIONAL OPEN SPACE | | 7.40 ACRES |



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DR. RMC CH. SCS

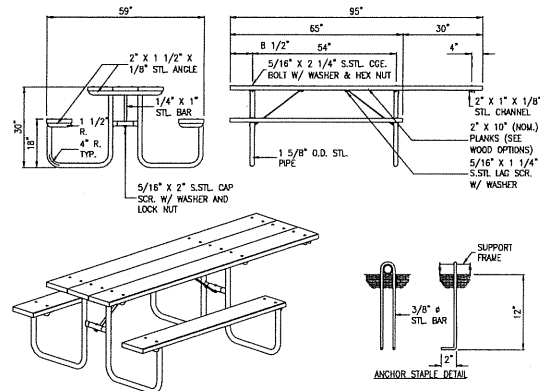
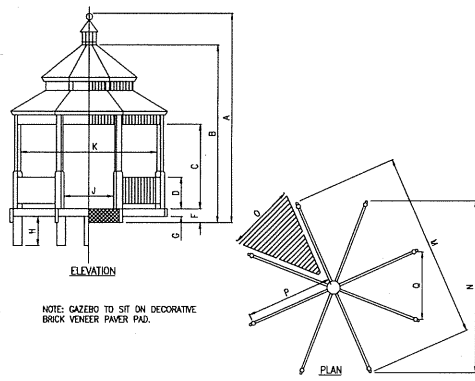
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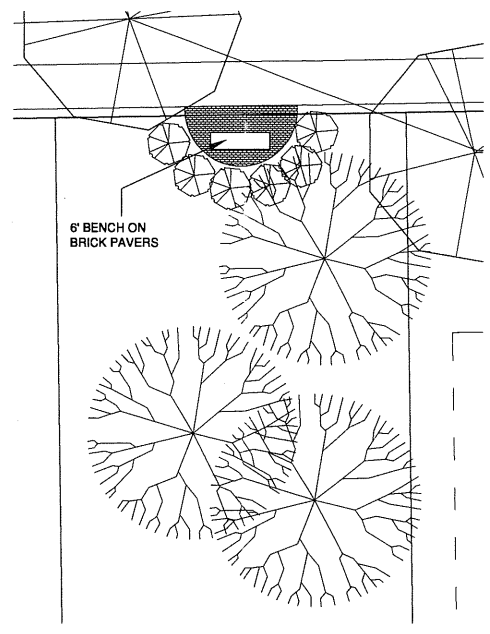
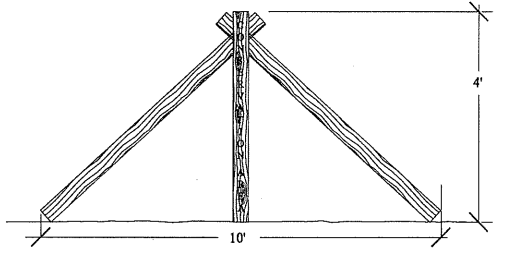
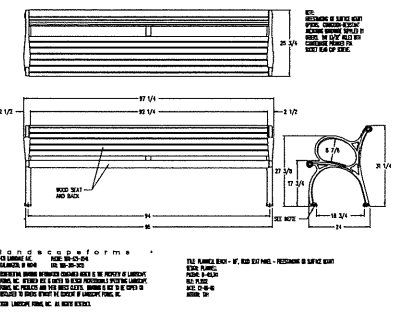


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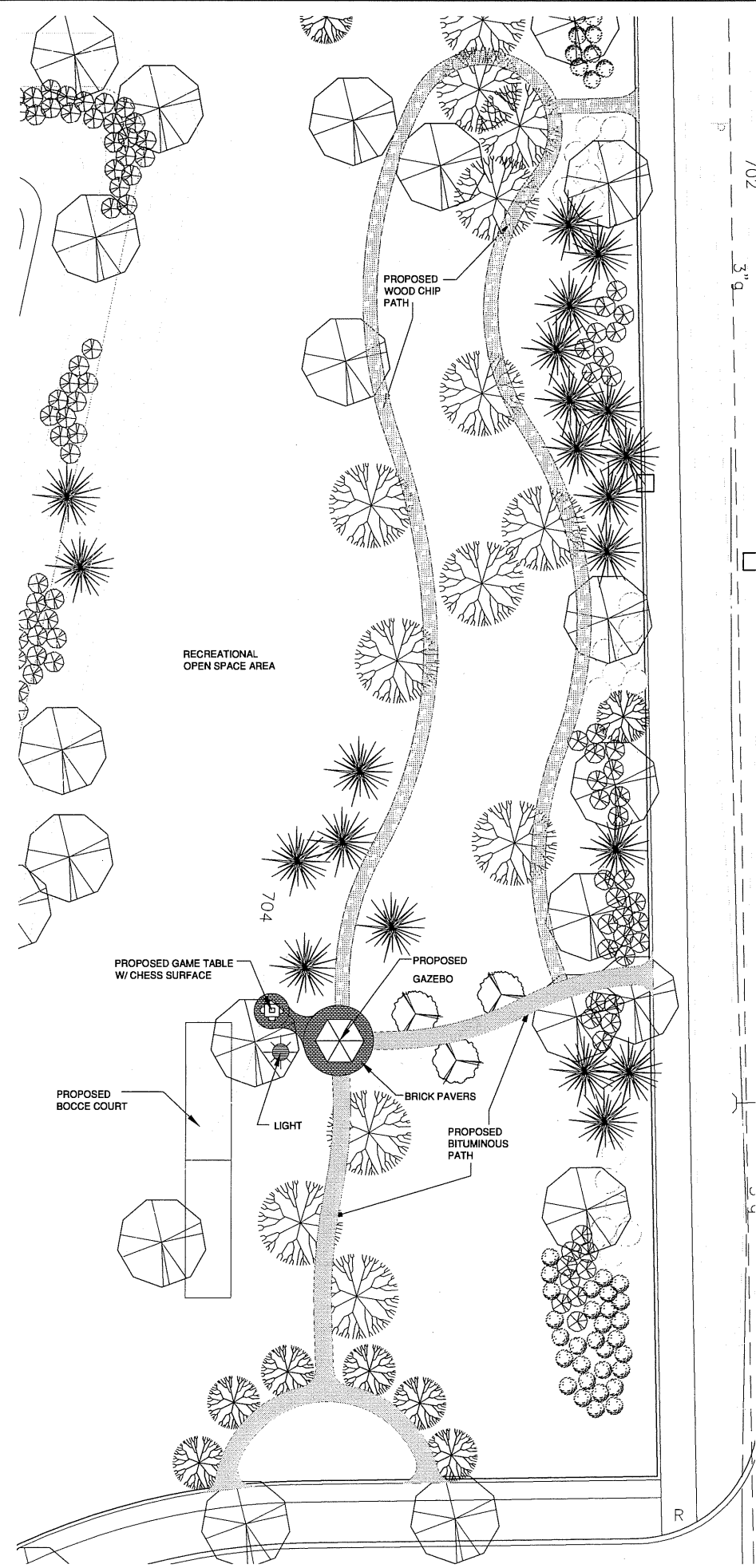
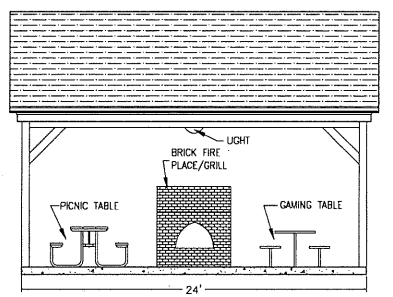
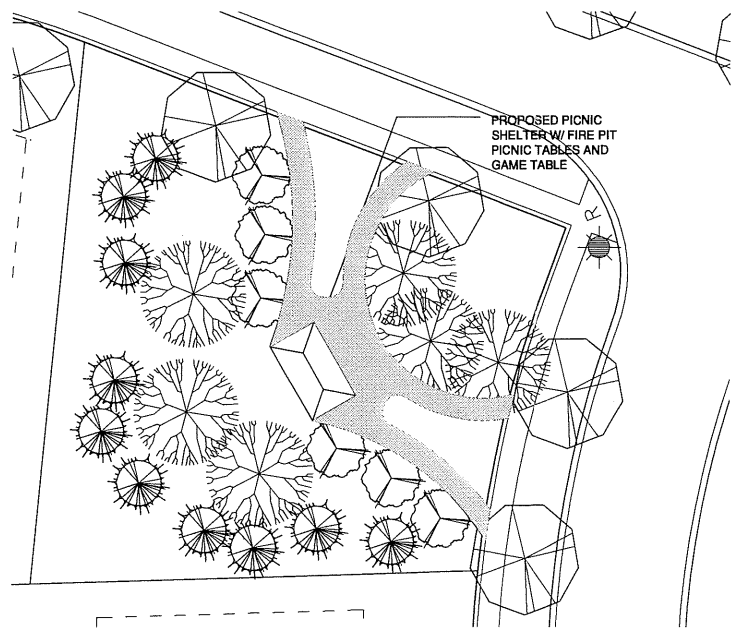
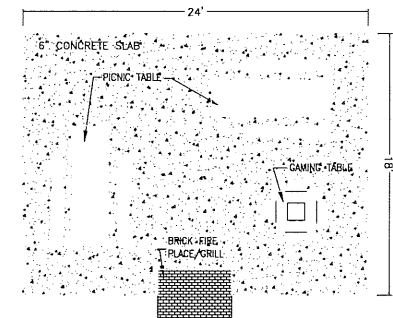
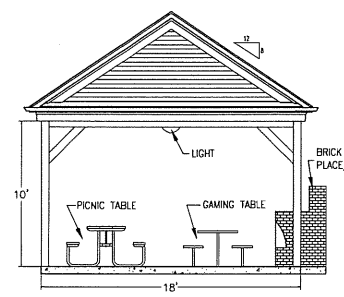
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. ALL MODULAR GAZEBO COMPONENTS ARE PREFABRICATED KILN-DRIED WESTERN RED CEDAR.
4. VICTORIAN OR QUEEN ANNE RAILS AND FETS COMBINE WITH A SINGLE OR TWO-TIERED ROOF.
5. EXPLICIT INSTRUCTIONS ARE PROVIDED WITH ALL KITS FOR EASY INSTALLATION.
6. CONTRACTOR TO USE 'ASSEMBLY DRAWINGS' AS PROVIDED BY THE MANUFACTURER FOR COMPLETE INSTALLATION DETAILS.
7. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADetails.com/info REFERENCE NUMBER 009-001A.

NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. ALL DOUGLAS FIR WOOD MEMBERS TREATED WITH CLEAR PRESERVATIVE.
4. 3/8" DIA. GALV. ANCHOR STAPLES PROVIDED (4 REQUIRED PER TABLE).
5. CONTRACTOR'S NOTE: FOR PRODUCT AND PURCHASING INFORMATION VISIT www.PROJECTmarketplace.com REFERENCE NUMBER 017-002A.



NATALIE DRIVE PEDESTRIAN NODE
SCALE: 1"=10'



ENLARGED GAZEBO AREA PLAN
SCALE: 1"=20'

3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171

FOR THE LOCATION OF UNDERGROUND FACILITIES

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:

CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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ATWELL-HICKS, INC.
Civil Engineering • Surveying
Planning • Environmental Services

Ann Arbor, MI 734-994-4000
Brighton, MI 810-225-6000
Washington Twp., MI 586-786-9800
Naperville, IL 630-577-0800

| | |
|-------------------------------------|----------------------------|
| SECTION 34 | TOWN 3 SOUTH, RANGE 7 EAST |
| CLIENT PULTE LAND DEVELOPMENT CORP. | YPSILANTI TOWNSHIP |
| CREEKSIDE VILLAGE SOUTH | WASHTENAW COUNTY, MICHIGAN |
| FINAL SITE PLAN | |
| P.D. STAGE II | |
| RECREATION FACILITIES PLAN | |

CAD FILE LVO1514SF-08-SA

REVISIONS

DATE 11-04-03

| | |
|--------------|--------|
| DR. RMC | CH. JA |
| P.M. P. HEPP | |
| BOOK 1099 | |
| JOB LVO1514 | |
| FILE NO. | |

SCALE 0 50 100
1" = 100 FEET

AH

458-221-09

**COMPLETION AGREEMENT
MANORS AT CREEKSIDE VILLAGE**

THIS COMPLETION AGREEMENT (this "Agreement") is made this _____ day of _____, 2013 by and between **S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company, the address of which is 51237 Danview Technology Court, Shelby Township, Michigan 48315 (the "Developer"), and the **CHARTER TOWNSHIP OF YPSILANTI**, a Michigan municipal corporation, the address of which is 7200 S. Huron River Drive, Ypsilanti, MI 48197 ("Township").

RECITALS:

A. Developer is the owner of all of the units (referred to herein individually as a "Unit" and collectively as the "Units") located within Manors at Creekside Village, a residential site condominium project located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, established pursuant to the Master Deed thereof recorded in Liber 4880, Page 66, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan Number 591 (the "Development").

B. Developer is also the owner of 32 undeveloped units located within the residential site condominium project located contiguous to the Development and known as Creekside Village South. The land included within the Development was originally part of Creekside Village South.

C. Pulte Homes, Inc., a Michigan corporation ("Pulte"), was the original developer of Creekside Village South (which included the land contained within the Development at the time Pulte Homes developed Creekside Village South). In connection with the development of Creekside Village South, Pulte delivered to the Township a letter of credit in the amount of \$362,367.00 issued by Deutsche Bank to secure the installation and construction of certain site improvements (the "Existing Letter of Credit").

D. The Township has agreed to release the Existing Letter of Credit to Pulte provided that (i) pursuant to this Agreement, Developer agrees to, prior to the issuance of any building permit for the construction of a residence within the Development, deliver to the Township an irrevocable letter of credit that names the Township as the beneficiary thereof in an amount equal to the estimated cost to install street trees and certain sidewalks within the Development and (ii) simultaneously herewith, Developer enters into a separate agreement with the Township whereby Developer agrees to deliver to the Township an irrevocable letter of credit that names the Township as a beneficiary thereof in an amount equal to the estimated cost to install within Creekside Village South 43 street trees associated

with the 33 undeveloped units located within Creekside Village South and approximately 196 lineal feet of five foot wide concrete sidewalk in front of various open space areas within Creekside Village South (the "Creekside Village South Agreement").

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the execution and delivery of the Creekside Village South Agreement, the parties hereby agree as follows:

1. Developer and Township acknowledge and agree that the foregoing recitals are true and accurate and constitute an integral part of this Agreement.

2. The Township shall, within ten (10) days after the execution and delivery of this Agreement by both parties, deliver to Pulte the Existing Letter of Credit and a letter from the Township authorizing Deutsche Bank to cancel the Existing Letter of Credit.

3. Prior to the issuance of any building permit for the construction of any residence within the Development, Developer shall deliver to the Township an irrevocable letter of credit that names the Township as a beneficiary thereof in an amount equal to an estimate of costs for the following items with respect to the Development that has been approved by Developer and the Township, which approval may not be unreasonably withheld or delayed (the "Cost Estimate") (such letter of credit, as the same may be amended or replaced from time to time as expressly provided in this Agreement, is referred to herein as the "Letter of Credit"):

(a) installation of street trees (as more particularly described in Paragraph 5 hereof), to the extent not previously installed at least one year prior to the delivery of the Letter of Credit; and

(b) installation of sidewalks in front of open space areas (as more particularly described in Paragraph 6 hereof), to the extent not previously installed.

4. The Letter of Credit may be drawn upon by the Township only as expressly permitted in this Agreement. The Letter of Credit shall be returned by the Township to Developer when (i) one year has elapsed after ninety-five (95%) of the street trees have been installed and (ii) all of the sidewalks required to be installed by Developer pursuant to this Agreement have been installed. Whenever the Letter of Credit is to be reduced pursuant to this Agreement, such reduction shall be effected by the delivery by Developer to the Township of either an amendment to the Letter of Credit that provides for such reduction or, as a replacement for the Letter of Credit, a new irrevocable letter of credit in the reduced amount that names the Township as the beneficiary thereof, and in the case of a new letter of credit, the Township shall simultaneously deliver to Developer the Letter of Credit that is being replaced by such new letter of credit.

5. Developer shall, as depicted on attached Exhibit A, install 102 street trees, each approximately three feet from the back of the street curb. One street tree shall be installed for each non-corner Unit and three street trees shall be installed for each corner Unit, with one street tree along the shorter street frontage of the corner Unit and two street trees along the longer street frontage of the corner Unit. Developer shall inform the Township in writing of the date of the planting of street trees and if, within one year after installation of any such street tree by Developer, such tree becomes dead, substantially dead or diseased such that removal thereof is reasonably necessary or is otherwise

removed other than because it is dead, substantially dead or diseased, Developer shall replace such tree. Developer shall receive partial reductions of the Letter of Credit for street trees that have been installed for at least one year. The reduction shall be made annually based on (a) the percentage of Units within the Development for which a street tree has been installed for at least one year (excluding Units for which a street tree has been installed for at least one year as of the date the Letter of Credit is delivered to the Township) and (b) the portion of the Letter of Credit allocated to street trees in the Cost Estimate; provided, however, that the Letter of Credit shall be reduced by the total amount of the portion of the Letter of Credit allocated to street trees within the Cost Estimate one year after street trees have been installed for at least 95% of the Units. If the Township reasonably determines that Developer has failed to replace any street tree that Developer is required to replace under this Paragraph 5, and Developer fails to replace such tree within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may replace such tree and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in replacing such tree.

6. Developer shall install a five foot wide concrete sidewalk in front of each open space area as shown on attached **Exhibit A**. If, notwithstanding the foregoing, the Developer fails to install such sidewalks within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may install such sidewalks and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in installing such sidewalk.

7. This Agreement shall be binding upon and inure to the benefit of the Township and Developer and their respective successors and assigns.

8. This Agreement may not be modified, replaced, amended or terminated except pursuant to a written instrument executed and delivered by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

9. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which will constitute one agreement.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

“DEVELOPER”

S.E. MICHIGAN LAND HOLDING LLC,
a Michigan limited liability company

By: _____
Anthony F. Lombardo
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 28TH day of MARCH, 2017 by Anthony F. Lombardo, the manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

Mark Paul Roebuck
_____, Notary Public
MACOMB County, Michigan
My commission expires: 7/8/2017
Acting in Macomb County, MI

Mark Paul Roebuck
Notary Public, State of Michigan, County of Macomb
My Commission Expires: July 8, 2017
Acting in the County of Macomb

"TOWNSHIP":

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: Brenda L. Stumba

Its: SUPERVISOR

STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Brenda L. Stumba the Supervisor of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

Nancy K. Wrybkowski, Notary Public
Washtenaw County, Michigan
My commission expires: 07-04-2018
Acting in Washtenaw County, MI

Drafted by and when recorded return to:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226

NANCY K. WRYBKOWSKI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires July 4, 2018
Acting in the County of Washtenaw

"TOWNSHIP":

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: Karen Louise Rose
Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Karen Louise Rose, the Clerk of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

Nancy K. Wyrbkowski, Notary Public
Washtenaw County, Michigan
My commission expires: 07-04-2018
Acting in Washtenaw County, MI

Drafted by and when recorded return to:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226

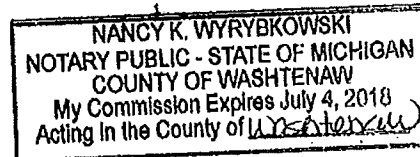
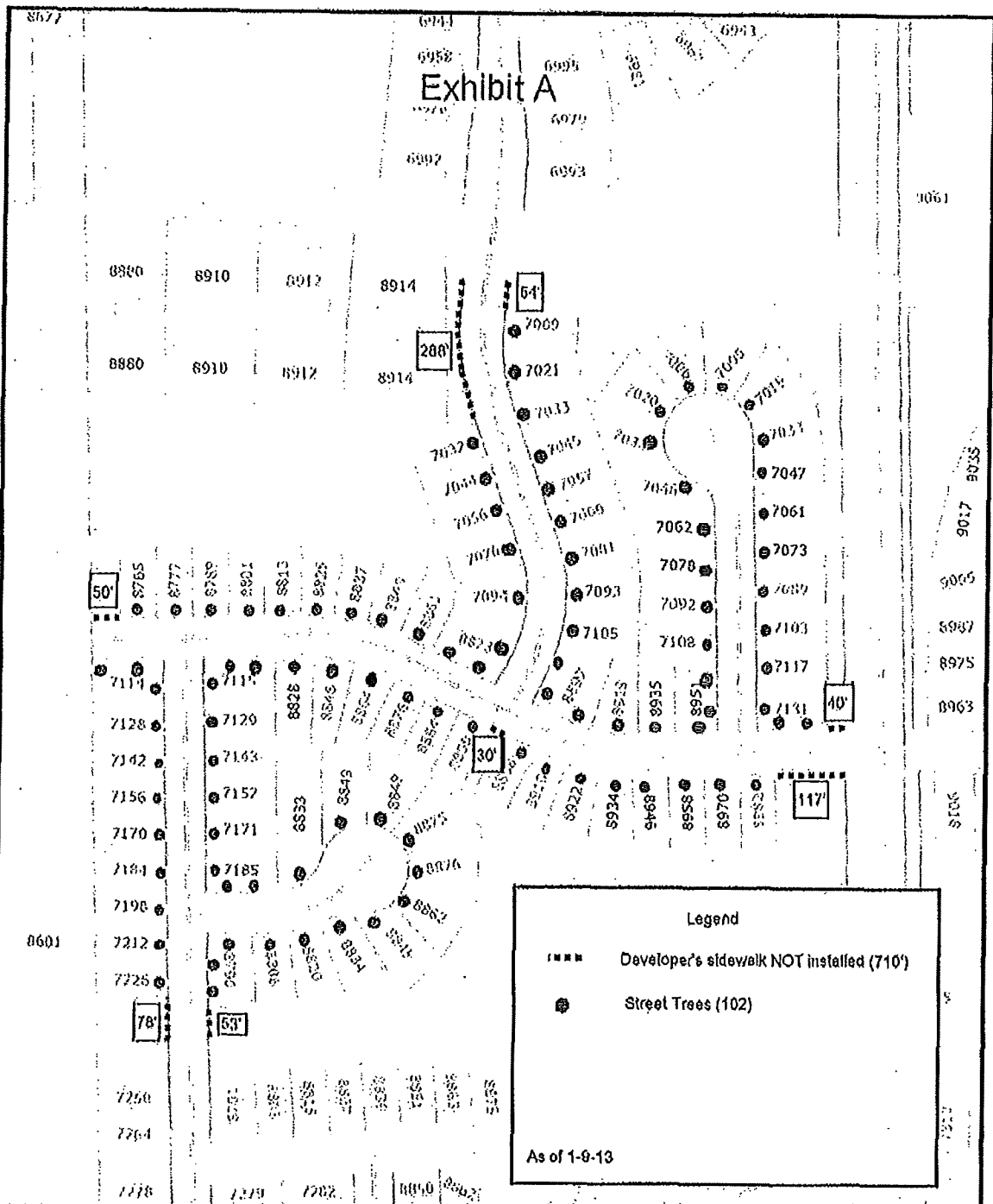


Exhibit A

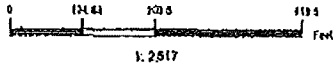


Legend

- Developer's sidewalk NOT installed (710')
- Street Trees (102)

As of 1-9-13

Manors at Creekside Village



NOTE: Parcels may not be by scale.

© 2011 Washington County

11/2/2013

Nature Series

THE FRANKLIN

1,376-1,658 Sq. Ft. | 3 Bedrooms | 2 Baths

Lombardo
H • O • M • E • S



 **Craftsman**



 **European Romantic**



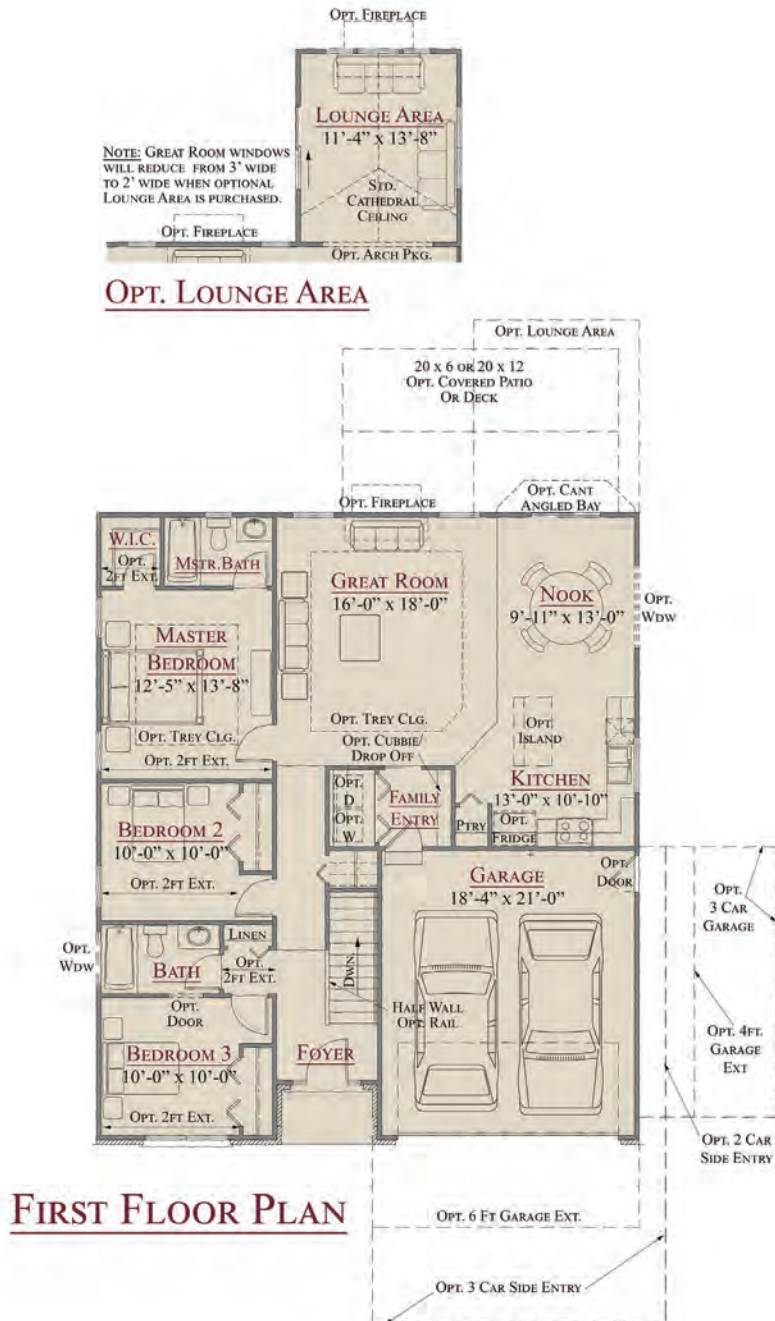
 **American Traditional**



 **American Classic**

THE FRANKLIN

1,376-1,658 Sq. Ft. | 3 Bedrooms | 2 Baths



This depiction represents an artist's conception of the elevation and floor plan and is not intended to be an exact representation or show specific detailing. Plans remain subject to change without notice. Drawings are not to scale. All measurements shown are approximate and not necessarily to scale. Location, size and construction of doors, windows, wall, fireplaces and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Some options and elevations shown may not be available in every neighborhood; see Sales Manager for details. Due to normal construction tolerances, the room sizes shown may vary slightly. The Builder may change home design, materials, features and methods of construction without prior notice. Model homes may contain some optional features not available through the Builder.


THE BROOKE

1,687-2,055 Sq. Ft. | 3 Bedrooms | 2 Baths




 **European Romantic**




 **Early American**




 **Craftsman**



 **American Traditional**



 **American Country**



Carlisle | Wortman
ASSOCIATES, INC.

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

March 27, 2017

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

Re: Seaver Farms Request for Qualifications

Dear Board Members:

At the Board work session on March 21, 2017, I was requested to describe to the Board a process to select a Master Developer to market and develop the Seaver Farms parcel. A Concept Development Plan was also discussed with the Board.

The Township Board will be requested to provide authorization to proceed with the issuance of a Request for Qualifications to select a Master Developer for either a portion or all of the Seaver Farms parcel.

The process for the selection of a Master Developer will be systematic and , if all goes well, will culminate with a recommendation to the Township Board to select a Master Developer for the site. In summary, the process will involve the following steps:

1. Finalize the Request for Qualifications solicitation.
2. Working through the Township Clerk, the RFO will be advertised and distributed to prospective developers.
3. Schedule and conduct a pre-proposal meeting with interested developers.
4. Receive qualifications statements and review in accordance with established criteria.
5. Conduct in-depth interviews with selected developers based on evaluation of qualifications statements.

6. Recommend to Township Board a developer candidate to enter into detailed negotiations.
7. Present Master Developer Agreement to Township Board for final approval.

Throughout this process, we will work closely with both the Township Attorney's office as well as Mr. Radzik. Please let me know if there are any questions.

Yours Truly,



CARLISLE/WORTMAN ASSOC., INC.
Richard K. Carlisle, AICP
President

#339-1607

Cc: M. Radzik, OCS Director

Request for Qualifications
For the
Purchase and Development of
The Seaver Parcel - Phases I and II

Charter Township of Ypsilanti, Michigan

DRAFT

Release Date: _____

Response Date: _____

Description of Site

The Charter Township of Ypsilanti owns 37 acres known as Seaver Farms located on the west side of Huron Street between I-94 and Huron River Drive. The Township is seeking a Master Developer for Phase I of the site which is approximately 13 acres or, in the alternative, both Phase I and II which is a total of 37 acres (see Figure 1).

Utilities: The site is served by public water and sewer which has adequate capacity.

Access: The site is located on Huron Street, which has excellent access from a full interchange of I-94. Huron Street is a five-lane cross section. The property is bordered on the south by Brinker Drive and on the west by Seaver Way.

Zoning: The property is currently zoned IRO. However, the Township will consider rezoning the property in accordance with the Master Plan.

Site Development Goals

The site is located within the area designated as "Town Center" by the Township Master Plan. As such, the Seaver Farms property offers an excellent opportunity for mixed use hotel, restaurant and retail development. It is strategically located in a central part of the Township where there is existing hotel, retail, restaurant, residential, governmental and industrial research office development.

The Township has prepared a Concept Development Plan for the property (see Figure 2). While the Master Developer may propose deviations from the Concept Development Plan, the Township is seeking the following:

- Commercial development in Phase I that will serve as a catalyst for mixed use development of Phase 2 of the Seaver Farms property.
- Mixed use residential/commercial/office in Phase 2.
- An internal street network that creates identifiable development blocks.
- A walkable design with community open space.
- The use of quality building materials and finishes.
- Buildings which predominantly relate to the street frontages.

Responsibilities of the Master Developer

The Master Developer would be responsible for the marketing and development of the site. This would include, but is not limited to, site planning, site preparation, engineering, the identification of users, and the potential building of product for tenants.

The Master Developer should be able to demonstrate:

- The ability to undertake planning studies to address infrastructure, environmental, and land development issues not fully-developed and/or addressed in the Seaver Farm Concept Plan.
- The ability to finance or obtain financing to begin and sustain the development process.
- Relationships with other professional firms to build the necessary team.
- Relationships with potential end users and tenants for the development.
- Extensive experience in all phases of the development process and experience in multi-product/mixed-use development including residential, retail, office, commercial and industrial.

RFQ Submission Requirements

Interested master developers (or teams) should submit the following information:

- Development Concept – As indicated, a Concept Development Plan for the entire Seaver Parcel has been prepared. It is the Township's intent to have the site developed in accordance with the plans. Developers may submit alternate plans provided such plans are consistent with the Township's intent.
- Development Entity – Identify the entity which would contract or otherwise enter into formal relationship with the Charter Township of Ypsilanti including all joint venture/limited partners, indicating respective percentage interests. Including a complete list of names, addresses, phone numbers, and e-mail addresses for all parties.
 - State intended role of each development partner in the implementation of the development and the responsible entity in the organization structure for the ongoing management.
 - Name principal in charge.
 - Include resumes of key individuals who would implement this project.
- Financial Capability – Submit any publicly available financial documentation such as annual reports, which describe the company's financial capability. Any information that is intended to be confidential shall be submitted separately and clearly labeled Confidential Financial Information. Other information that may be requested:
 - Composition of real estate portfolio by project and land use in such project.
 - Comparable recent experience (last 2-3 years) in securing financing

detailing type of project, financing sources, level of funding and closing dates.

- List of projects currently under planning and development including status, development schedule, and financial commitments required of developer.
- Relevant Experience and Background – Describe relevant project experience, particularly with mixed use developments, including a summary of the experience of the Master Developer in managing projects that required interaction with a broad range of interested parties from both the private and public sectors.

General Instructions

- Prior to submitting a qualifications statement, a mandatory pre-proposal meeting will be held on _____ at 10:00 a.m. in the Township Civic Center, Room 104.
- The qualification package and 5 copies (6 total) should be submitted in a sealed envelope, clearly marked "Seaver Parcel Qualifications" on its face to:

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

- Qualifications must be received at the above address no later than 11:00 a.m. on _____ to be considered.
- Qualifications should be limited to 10 pages, excluding resumes of assigned personnel and firm experience, and should contain at least the following items:
 - Summary of the qualifications of all key personnel assigned to this project.
 - Summary of your understanding of the project and your approach to it.
- Qualifications received prior to the time of opening will be secured unopened. The person opening the qualifications will do so on or after the specified time. Qualifications received after the schedule receipt time will not be accepted and will be marked "LATE".
- Questions concerning the required submittals and procedures should be addressed to: klovejoyroe@ytown.org . A response will be distributed to all parties.
- The Charter Township of Ypsilanti reserves the right to reject any and/or all

Qualifications/Proposals, in whole or in part. The successful Master Developer will have thirty (30) days from the date of award of the project to execute a contract with the Township.

SELECTION PROCESS

Qualifications will be evaluated by the Charter Township of Ypsilanti. Firms (or teams of firms) with the top submittals may be asked to make formal presentations to the selection committee.

All submittals will be acknowledged in writing. Firms selected for personal appearances will be notified by telephone regarding the time and date of their interviews. The Master Developer will be selected based on these evaluations/interviews.

The following criteria will be used to evaluate qualifications:

- Qualifications of Development Entity/Team – with emphasis on lead/contact person
- Financial Capability of the Master Developer/Team
- Nature and quality of relevant experience and background
- Understanding of the project and the Master Developer's roles, relationships and responsibilities

Upon completion of the evaluation of the Qualification Statements and interviews of selected teams, the Township will select 1-2 teams to enter into specific negotiations which will include, but not be limited to:

- Acquisition price
- Development concept
- Development schedule

Equal opportunity: The Charter Township of Ypsilanti is an equal opportunity employer and will select a Master Developer without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex, or national origin.



- Commercial
- Mixed-use Commercial & Residential
- Mixed-use Commercial & Office
- Residential - Townhomes

**SEAVER WAY PUD
PROPOSED HOTEL SITING
CONCEPT PLAN 1**
Ypsilanti Township
Washtenaw County, Michigan



0 100 200 400
SCALE: 1" = 200'



- Commercial
- Mixed-use Commercial & Residential
- Mixed-use Commercial & Office
- Residential - Townhomes

**SEAVER WAY PUD
PROPOSED HOTEL SITING
CONCEPT PLAN 2**
Ypsilanti Township
Washtenaw County, Michigan



0 100 200 400
SCALE: 1" = 200'

Carlisle/Wortman Associates, Inc.
Ann Arbor, Michigan
December 2016



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: March 27, 2017

RE: Approval of a contract with OHM in the amount of \$11,456.50 for Construction Services as detailed

OHM has administered the Green Oaks path project to date. Going forward, they are requesting \$11,456.50 to oversee the major portions of the project. They would be covering the construction observation, engineering, & administration for the work that Best Asphalt would be doing.

The \$11,456.50 amount represents 4.4%, which a very low fee, compared to typical percentage rates. The details of their work is included in the attached “estimated allocation of resources and cost”.

This work by OHM would be paid out of account #584.584.000.701.000.

Matt Parks will be present at the board meeting should you have any questions on this matter.



March 27, 2017

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

RE: Green Oaks Golf Course Cart Path Improvements
Construction Services – As Needed

Dear Mr. Allen:

OHM Advisors is pleased to provide as-needed construction services for the Green Oaks Golf Course Improvements project in the Charter Township of Ypsilanti. Below is a breakdown of the requested scope of service followed by the fee schedule.

Construction Observation

OHM Advisors will provide as-needed part-time construction observation services for this project. This proposal includes the supervision of inspection and coordination time prior to the project and part time inspection during the project. It is anticipated that daily measurement of quantities as well as a brief check-in with the Contractor will be necessary to assist the Township with administering the contract and verifying work completed by the Contractor. If the contractor requires more time than this for the major items of work, we can discuss if further observation is desired. A final inspection with Township Staff is also included and will be performed for various restoration activities, as needed or as requested by the Township (e.g. landscape, lawns, etc.).

Construction Engineering

OHM Advisors will provide construction engineering services for the pulverizing, grading and flat work portion of this project. Construction engineering services will include but are not limited to:

- ▶ Holding and attending one (1) preconstruction meeting
- ▶ Consulting with and advising the Owner or its designated representative during construction
- ▶ Reviewing material certification provided by the contractor
- ▶ Answering requests for information (RFIs) from the contractor
- ▶ Evaluating design changes or recommended alternatives presented by the contractor

Construction Administration

OHM Advisors will provide necessary contract administration services for the project. Contract administration services will include the following for the Township:

- ▶ Assisting the Owner in reviewing and processing payment estimates for the contractor
- ▶ Assisting with the preparation of a final balancing change order
- ▶ Performing preliminary and final reviews of the completed project and preparing substantial completion certificates, along with the preparation of punch lists and confirmation of the resolution for punch list items
- ▶ Preparation and distribution of punchlists.



FEE SCHEDULE

OHM Advisors proposes to provide the above outlined professional services on an hourly – not to exceed basis, in accordance with our 2017 Rate Schedule. Invoices will be sent monthly as work is performed.

| | |
|---|---|
| Construction Observation | \$6,500.00 |
| Contract Engineering | \$2,350.00 |
| <u>Construction Administration (Bidding Assistance)</u> | <u>\$2,610.00</u> |
| TOTAL | \$11,460.00 (Hourly not to exceed) |

DELIVERABLES

A final pay estimate and final acceptance letter will be issued upon project completion as well as copies of the IDRs (with sketches) for record information.

BASIS OF PAYMENT

OHM Advisors will invoice the Township once a month on an hourly not to exceed basis.

We thank you for this opportunity to provide professional engineering services. Should there be any questions, please don't hesitate to contact us.

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) | _____ |
| <u>Matthew D. Parks, P.E.</u> | (Name) | <u>Ms. Brenda Stumbo</u> |
| <u>Principal in Charge</u> | (Title) | <u>Township Supervisor</u> |
| _____ | (Date) | _____ |

| | | |
|-------|-------------|------------------------------|
| _____ | (Signature) | _____ |
| _____ | (Name) | <u>Ms. Karen Lovejoy Roe</u> |
| _____ | (Title) | <u>Township Clerk</u> |
| _____ | (Date) | _____ |

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: March 28, 2017

RE: Approval to hire Hobbs & Black to study, design and oversee bid administration for 14B Court security-not to exceed \$20,000

Mark Nelson and I have been working on bringing 14B Court up to the security standards that are at all other district and county courts for over a year now.

Recently, we brought in three architectural firms to look at the best / least expensive way to do this. We received 3 proposals to bring court patrons in through the Civic Center doors and corral them to the Court. Hobbs and Black seemed to have the best grasp on what was needed from a police/security standpoint, as well as a building re-design.

However, after meeting with the three full-time officials, we all decided that keeping all of the court business and their current entry and exit may be the better option. In that, the recommendation was to hire Hobbs and Black as a professional service architect to study & design the best way to accommodate a security system comparable to all the other courts. We would want Hobbs and Black to provide consultation on the best and most cost effective location for the security set-up. In addition, we would ask that they prepare bid documents and oversee the bidding process from start to finish, including construction.

We estimate this cost as a not-to-exceed \$20,000 and to be paid out of account 236.136.000.974.025.

HOBBS+BLACK ASSOCIATES, INC.
STANDARD HOURLY RATE RANGES BY DISCIPLINE

| Discipline | Rate Ranges per hour |
|----------------------------------|----------------------|
| Project Principals | \$240 - \$275 |
| Project Director | \$150 - \$195 |
| Project Manager | \$125 - \$150 |
| Project Architect | \$100 - \$125 |
| Assistant Project Manager | \$70 - \$85 |
| Senior Designer | \$140 - \$175 |
| Designer | \$75 - \$90 |
| Mechanical & Electrical Designer | \$75 - \$100 |
| Structural Engineer | \$125 - \$150 |
| Mechanical Engineer | \$125 - \$150 |
| Electrical Engineer | \$125 - \$150 |
| CADD Technician | \$75 - \$85 |
| Support Staff | \$60.00 |

- > Billing rates are reviewed annually and may be subject to increase based on employee performance evaluations and inflation.

Supervisor
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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: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Supervisor
Larry Doe, Treasurer
Karen Lovejoy Roe, Clerk

Date: March 28, 2017

RE: ***Request for Approval of a Community Tourism Action Plan (CTAP)
Grant Application Requesting \$10,000.00 and for a Matching Fund
Contribution of \$1,000.00 budgeted in Line Item #230-751-000-880-000***

The CTAP program has tourism marketing and development investment funds available through small grants of \$10,000 each offered through the Washtenaw County Convention and Visitors Bureau. Ypsilanti Township is collaborating with the Yankee Air Museum (YAM) to apply for a \$10,000 grant to promote and market a major event to set a new Guinness World Record for the Largest Gathering of People Dressed as Rosie the Riveter. The one-day event planned for October 14, 2017 will heighten awareness of efforts to renovate the Willow Run Bomber Plant. The Bomber Plant will be the new home of the Yankee Air Museum and a major tourist destination when it opens.

The CTAP grant requires two partners and a \$2,000 cash match from two separate organizations. The Yankee Air Museum will provide a \$1,000 match along with the \$1,000 match from Ypsilanti Township.

Project success will be measured using several different criteria. First, online registrations will be taken to pre-register for the event. Second, overnight hotel stays will be measured by the number of reservations made with a discount code specifically for the event. Another criteria for measuring success will be through dining out in local restaurants. Coupons will be made available to participants at the event and use of the coupons will be tracked by the individual restaurants and reported back. The final two measurements will be press coverage and museum donations. The Yankee Air

Museum hopes to receive enough in donations at the Rosie the Riveter event to pay for the costs associated with the event.

If you have any questions please contact Supervisor Brenda Stumbo, Treasurer Larry Doe or Clerk Karen Lovejoy Roe, as we have all worked on this project and grant.

Thank you for your consideration.

**Washtenaw County Convention and Visitors Bureau
Community Tourism Action Plan (CTAP) Program**

**2017 Application for
Community Tourism Partnership Funding**

Description of Program

The CTAP program is a community-oriented tourism marketing and development investment program initiated by the **Washtenaw County Convention and Visitors Bureau**. **Up to a \$10,000 funding level may be allocated to each Washtenaw County community** to support new and/or enhanced **visitor-based** programming focused on either or both community promotion and product development activities. **Approval for programs/projects are at the discretion of the CTAP Committee and projects or programs including farmer's markets, salary for staff, or events for strictly local audiences will not be considered.** Proponent applications can be local community governments or respective government-acknowledged local community non-profits or other business associations. Funding is provided through the attached CTAP application which is to be approved by the **Washtenaw County Convention and Visitors Bureau CTAP Committee**. **Monies applied for are to be given on a 20% matching basis. Applicants are required to include more than one vested stakeholder resulting in an increased leveraged position.** Once the CTAP Committee approves the application with attached CTAP document and after respective proponent presentation, the initial funds of up to \$5,000 will be dispersed within one week. The community proponent may be required to provide receipts for the initial funds in order to be eligible to receive the final payment. **Receipts are to be submitted project amount.** A presentation of the projects will be made at the Washtenaw County Convention and Visitors Bureau CTAP Update Meeting Event.

All CTAP funding applications and attachments are to be received **by 5 pm ET, April 3, 2017**
Applicant grant request presentations to take place during the week of **April 10-17, 2017*(TBD)**
with confirmed grant approvals within one week.

Community Match Funding Proponent

Organization Name: Yankee Air Museum

Address: 47884 D Street, Belleville MI 48111

Key Contact Name: Dave Callanan and Alison Beatty

Position: Director of Outreach Services, and Chairperson of Willow Run Rosies (respectively)

Email: dave.callanan@yankeeairmuseum.org Telephone: 734-483-4030 ext 233

Community Tourism Action Plan

Formal plan attached as of March 24, 2017

Identification of Priority CTAP Projects/Programs for Funding

| PROJECTS/PROGRAMS TO BE FUNDED | TOTAL PROJECT INVESTMENT | WCCVB ALLOCATION CONTRIBUTION (UP TO \$10,000) | PROPONENT MATCH (20%) | OTHER IN-KIND SERVICES/CONTRIBUTING PARTNERS (IF APPLICABLE) |
|-----------------------------------|--------------------------|--|-----------------------|--|
| 1. Rosie the Riveter World Record | \$37,250.00 | \$10,000.00 | \$27,250.00* | \$11,000.00 |
| 2. | \$ | \$ | \$ | \$ |
| 3. | \$ | \$ | \$ | \$ |

Anticipated Project Result Measurements (brief explanation)

The Yankee Air Museum expects the effort to set a new Guinness World Record for the Largest Gathering of People Dressed as Rosie the Riveter will attract approximately 5,000 people. More than 78% of these are predicted to be from outside of Washtenaw County and we expect more than 100 will be from out of state. Pre-registration and on site marketing by restaurants and hotels will enable traceable benefits via special coupons or incentives.

Anticipated In-Kind and Partnership Support (brief explanation)

*Yankee Air Museum will raise the \$27,250.00 budget match through donations, sponsorships and in-kind donations. We have commitments for some financial support from the Michigan Aerospace Foundation, and design services from The Bidlack Group along with printing from Inland Press. Ypsilanti Township has also pledged to contribute \$1,000.00.

Signed Proponent Agreement

We agree to the terms and conditions of the CTAP funding process and required documentation as noted in the previous program description.

Proponent Organization: Yankee Air Museum

Authorized Signature

Kevin T. Walsh

(Print name and then signature)

Dated

03-24-17

CTAP Application Approval

WCCVB CTAP Committee (resolution attachment)

Dated _____

**Yankee Air Museum
A Proponent of Ypsilanti Township
Community Tourism Action Plan**

**Willow Run Bomber Plant and World Record Rising
Guinness World Record Event: Largest Gathering of People Dressed as Rosie the Riveter**

Vision

World War II is perhaps the most pivotal time in modern world history. Life was taken from innocent people in the most horrific ways. Freedom was threatened for all. Tens of millions of people were lost in combat and by some estimates, more than 407,000 Americans made the ultimate sacrifice. On the Home Front, contributions to the war effort were made by all and people rose to the challenge of arming the military. Women stepped in to American factories to ease the labor shortages created by men going into combat overseas. These women began making precision components for the military. It was soon discovered that the quality of their work was equal to or superior to that of men. In fact, there were certain functions they could perform more quickly and accurately than men. In Ypsilanti Township, at the Willow Run Bomber Plant, they worked on a massive assembly line to build B-24 Liberator Bombers and became commonly known as Rosie the Riveter.

Narrative description of project to be funded

The Yankee Air Museum is planning a major event to set a new Guinness World Record for the Largest Gathering of People Dressed as Rosie the Riveter. This one day event is being planned for October 14, 2017 and is being designed to heighten awareness of efforts to renovate the Willow Run Bomber Plant. The Bomber Plant will be the new home of the Museum and a major tourist destination when it opens.

On March 29, 2014 the original World Record of 776 people dressed as Rosie was set at Willow Run Airport. On August 15, 2015, a group in Richmond California organized an event that claimed the Record with 1,084 Rosies. The Yankee Air Museum reclaimed the Record On October 24, 2015 with 2,096 people dressed as Rosie the Riveter. On August 13, 2016 the Richmond California group again stole the Record with 2,229 people. The Yankee Air Museum has the experience, organizational capabilities and drive to bring this Record back to historic Willow Run, where it belongs.

Statement of Need

The Yankee Air Museum requests approval and funding of \$10,000.

Proposal Summary

Reclaiming the World Record is dependent largely on communications. It has been demonstrated that women want to honor their place in history and the modern workplace by celebrating Rosie the Riveter in character. Women will answer the call, especially when they can plan in advance and come to a venue organized for the enjoyable purposes of setting the World Record. The Yankee Air

Museum will follow a communications strategy based on plans used in 2015 and updated to reflect a broadened base of community support and greater number women who volunteer regularly as tribute Rosie the Riveter commonly called the Willow Run Rosies.

The communications plan will rely heavily on earned media based on past Rosie the Riveter successes and human interest in this story.

Specific communications using social media, email blasts, hand cards, posters and flyers will be designed to encourage women to pre-register for the event. Pre-registration helps the event staff expedite entry into the World Record staging and counting area. It also allows event organizers to track from where the participants travel and promote area hospitality.

There may be a need for display advertising in some areas dependent on pre-registration counts in the last few weeks leading up to the event.

Electronic and social media advertising will also be procured as necessary beyond what participating organizations may provide as part of their normal operations.

Finally, collateral material will be designed and printed so that people will take away a great image of how the Bomber Plant is being renovated to become the next great Washtenaw County destination.

Anticipated Project Results Measurements

Measurement 1: Online Registration

Of the 1,690 participants who pre-registered for the October 24, 2015 World Record, 1,327 (78.5%) were from outside of Washtenaw County. The Museum believes this is a significant sampling from which total results can be extrapolated.

Yankee Air Museum will request pre-registration once again in 2017. The Museum will also plan to evaluate on-site registrations to better measure the results. This will provide a good general measurement of how many guests attend. The real number will be even higher due to guests who attend but do not dress as Rosie to be in the World Record.

The 2017 the goal of the Willow Run Bomber Plant and World Record Rising event is 3,000 people dressed as Rosie the Riveter gathered in one place. We expect the Rosies will be accompanied by significant others which will increase the projected total attendance to about 5,000.

Measurement 2: Overnight Stays

Of the 1,690 participants who pre-registered for the 2015 event, 75 were from out of state. However this undercounted the true number of people who traveled to Washtenaw County because it did not include the number of guests who attended but did not dress up. This application proposes collaborating with WCCVB advertise overnight packages with one or more local hotels. Once the list of hotels is made available it will be posted on the registration website. Guests will receive a discount if visiting Washtenaw County for the World Record and using a certain discount code. In this way the project will yield an improved record of how many visitors came from outside the county through CTAP funded promotion. It will also foster a stronger relationship between local hotels and the Yankee Air Museum.

Measurement 3: Restaurants

Similar to the overnight package, local restaurants can run promotions that will encourage people dressed as Rosie to dine locally, and measure the results. World Record participants will be traveling through all Washtenaw County communities en route to the World Record and will presumably be returning home (probably hungry) along the same roads and past the same restaurants in Milan, Saline, Manchester, and more. Coupons made available through the WCCVB and handed out at the World Record will encourage people to eat at designated establishments. Restaurants can collect the coupons and report back to the WCCVB with the number of people who chose to eat with them after winning the World Record.

Measurement 4: Press Coverage

Just as in the World Record event of 2015, it is anticipated that there will be a spike in news coverage about Yankee Air Museum, the Willow Run Bomber Plant, and certainly Rosie the Riveter. Using Google Alerts we will track the news coverage.

Measurement 5: Museum Donations

It is the goal of the Yankee Air Museum to collect enough donations to pay for the event and provide a direct contribution to the Bomber Plant campaign of \$10,000. Donations of cash, check, and credit card will be collected at a single point in the venue in accordance with EMU policy for the Convocation Center.

Anticipated In-Kind Partnership Support

Creative studies and graphic designs were integral to the past World Record campaigns and will be again this year. The branding and messaging required to make this a meaningful event requires a thoughtful approach and careful implementation. The Bidlack Design Group has successful working experience with the Rosie the Riveter image, having designed and implemented the Save the Bomber Plant brand. This gets the message across and ties the event to the museum and the Save The Bomber Plant campaign.

Yankee Air Museum receives printing support from Inland Press. There is a core group of more than 50 Willow Run Rosies who can distribute flyers and posters about this event.

Benefits to Our Neighbors in the Hospitality Industry

Yankee Air Museum openly invites the hotels and restaurants of Washtenaw County to join us in making Willow Run Bomber Plant and World Record Rising a benefit to their enterprise. Committee members will be designated to make this a priority. Hotels can offer Rosie the Riveter weekend packages and restaurants can offer incentives to people who come in dressed as Rosie the Riveter to earn business and join the enthusiasm. Yankee Air Museum needs the support of these neighbors and will gladly consider any and all promotional considerations. Traceable discounts through the use of coupons given away at the event or offer codes linked to messaging will help us measure the overall benefits to our neighbors in hospitality.

Long Term Benefit to Washtenaw County

People seldom get a chance to be part of a World Record, especially one as monumental as this. They are energized the moment they decide to participate and that enthusiasm lasts long after the activity is over. The event continues to live on through media stories as well as first person accounts that are shared with family and friends for days and weeks to come. It is an opportunity for the hospitality partners to make their services for this event memorable as well. Yankee Air Museum encourages hotels and restaurants to decorate festively. A hotel could, for example, decorate their lobby and make a photo station that says "I helped break the World Record during my stay at _____" Further we would encourage hotels and restaurants to offer anniversary packages or other incentives for people to return at a later date, thus extending the benefits of the event long after the Record has been broken.

Proposed Budget

Costs

| | |
|--|--------------------|
| Logistics, including all site amenities, turnstiles, tables, chairs, signage, gates, site rental fee, and related material | \$25,000.00 |
| PR Consulting for Communications Plan | \$1,000.00 |
| Ad designs | \$ 2,250.00 |
| Display Ad buys | \$ 3,000.00 |
| Printing collateral materials | \$ 5,000.00 |
| Electronic/Social Media | <u>\$ 1,000.00</u> |
| Total cost | \$37,250.00 |

Revenues/Financial Matching Partners

| | |
|-------------------------------|-----------------------------|
| Michigan Aerospace Foundation | \$5,000.00 |
| EMU Convocation Center | TBD |
| Ypsilanti Charter Township | \$1,000.00 |
| Yankee Air Museum | <u>\$1,000.00</u> (minimum) |
| Total Financial Matching | \$7,000.00 + |

Revenues/Contributing In-Kind Services

| | |
|------------------------|-------------------|
| The Bidlack Group | \$2,250.00 |
| Inland Press Printing | <u>\$2,500.00</u> |
| Total In-kind Services | \$4,750.00 |

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
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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: March 27, 2017

RE: Request Approval to Award Low Bid to Best Asphalt for Green Oaks Cart Path Improvements in an amount not to exceed \$272,837.00

OHM conducted a bid opening on behalf of the Township on Friday, March 24 for the Green Oaks golf course cart path improvements.

We opened bids from four companies with prices ranging from \$257,837.00 to \$532,732.10. Best Asphalt was the low-bidder at \$257,837.00; however, OHM is recommending we allow for a contingency of an additional \$15,000 (5.8%) to help cover unforeseen issues or field additions as determined by the Township. This would create a project total of \$272,837.00.

Enclosed is the bid tabulation, along with a memo from OHM recommending the Township award the bid to Best Asphalt.

You may recall that this new work will include minimal additional asphalt, but this will take care of present safety issues, cement work in front of the Pro Shop area, and removal of trees (roots). A large percentage of this new work is to pulverize the paths and leave them in place as loose gravel.

This will be paid out of the golf course account #584.584.000.971.000.

OHM and I will be present at the meeting should you have any questions.



March 27, 2017

Mr. Jeff Allen
Residential &
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Recommendation of Award
Green Oaks Golf Course Cart Path Improvements

Dear Mr. Allen:

Sealed bids for the Green Oaks Golf Course Cart Path Improvements construction project were received and publicly read aloud at 2:00 p.m. on Friday March 24, 2017 at the Charter Township of Ypsilanti Civic Center. Seven (7) prospective contractors obtained plans and specifications for the project. Proposals were received from four (4) bidders with as-checked results ranging from \$257,837.00 to \$532,732.10.

The low bid was received from Best Asphalt, located at 6334 N. Beverly Plaza, Romulus, MI 48174 in the amount of \$257,837.00. In reviewing their bid, all required information, including bond surety, statement of qualifications, and subcontractors listing, has been provided. The engineer's estimate for the project was \$296,000.00.

It is felt that Best Asphalt and their subcontractors are capable of performing the work based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package. **Based on the submitted information, it is recommended that the Green Oaks Golf Course Cart Path Improvements work be awarded to Best Asphalt of Romulus, MI in the amount of \$257,837.00. We also recommend a contingency budget of \$15,000.00 to help cover unforeseen issues such as unmarked sprinkler lines/heads or additional work that may be determined in the field. This results in a total recommended construction budget of \$272,837.00, which is still significantly below the final engineer's estimate.**

Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,

OHM Advisors,

A handwritten signature in black ink, appearing to read 'Matthew D. Parks', is written over a horizontal line.

Matthew D. Parks

Encl. Bid Tab
cc: Brenda Stumbo, Supervisor
Jessica Howard, OHM Advisors

Tabulation for Bids Received on 3/24/17
Green Oaks Golf Course Cart Path Improvements
 Charter Township of Ypsilanti, State of Michigan
 OHM Job No.: 0098-16-0030

Best Asphalt, Inc.
 6334 N. Beverly Plaza
 Romulus, MI 48174

Anglin Civil, LLC
 13000 Newburgh Rd.
 Livonia, MI 48150

TLS Construction
 5833 Annabette Ln.
 Howell, MI 48855

Pavex Corporation
 2654 Van Horn Rd.
 Trenton, MI 48183

| Item No. | Description | Estimated Quantity | Phone: 734-729-9440 | | Phone: 248-397-4200 | | Phone: 517-404-5590 | | Phone: 734-676-6220 | |
|------------------|--|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | | | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 1) | Mobilization, Max. 5% | 1 LS | \$10,000.00 | \$10,000.00 | \$15,000.00 | \$15,000.00 | \$16,500.00 | \$16,500.00 | \$25,000.00 | \$25,000.00 |
| 2) | Erosion Control, Inlet Protection, Fabric Drop | 5 Ea | \$100.00 | \$500.00 | \$125.00 | \$625.00 | \$125.00 | \$625.00 | \$125.00 | \$625.00 |
| 3) | Erosion Control, Silt Fence | 1000 Ft | \$1.00 | \$1,000.00 | \$3.00 | \$3,000.00 | \$2.00 | \$2,000.00 | \$2.00 | \$2,000.00 |
| 4) | Stump, Rem, 6 inch to 18 inch | 3 Ea | \$800.00 | \$2,400.00 | \$400.00 | \$1,200.00 | \$300.00 | \$900.00 | \$500.00 | \$1,500.00 |
| 5) | Pavt, Rem | 1035 Syd | \$10.00 | \$10,350.00 | \$15.00 | \$15,525.00 | \$10.00 | \$10,350.00 | \$12.00 | \$12,420.00 |
| 6) | HMA Base Crushing and Shaping | 14063 Syd | \$4.00 | \$56,252.00 | \$3.60 | \$50,626.80 | \$5.00 | \$70,315.00 | \$14.70 | \$206,726.10 |
| 7) | Station Grading, Path, Case A | 221.8 Sta | \$275.00 | \$60,995.00 | \$500.00 | \$110,900.00 | \$575.00 | \$127,535.00 | \$385.00 | \$85,393.00 |
| 8) | Station Grading, Path, Case B | 10.5 Sta | \$900.00 | \$9,450.00 | \$1,000.00 | \$10,500.00 | \$650.00 | \$6,825.00 | \$700.00 | \$7,350.00 |
| 9) | Aggregate Base, 21AA | 442 Ton | \$65.00 | \$28,730.00 | \$35.00 | \$15,470.00 | \$25.00 | \$11,050.00 | \$50.00 | \$22,100.00 |
| 10) | Recycled Asphalt | 100 Ton | \$20.00 | \$2,000.00 | \$50.00 | \$5,000.00 | \$18.00 | \$1,800.00 | \$40.00 | \$4,000.00 |
| 11) | HMA, 36A | 165 Ton | \$140.00 | \$23,100.00 | \$130.00 | \$21,450.00 | \$162.00 | \$26,730.00 | \$155.00 | \$25,575.00 |
| 12) | Sidewalk, Conc, 4 inch | 300 Sft | \$6.00 | \$1,800.00 | \$7.00 | \$2,100.00 | \$6.00 | \$1,800.00 | \$7.50 | \$2,250.00 |
| 13) | Sidewalk, Conc, 6 inch | 580 Sft | \$7.00 | \$4,060.00 | \$8.60 | \$4,988.00 | \$6.85 | \$3,973.00 | \$8.50 | \$4,930.00 |
| 14) | Surface Restoration | 236 Sta | \$200.00 | \$47,200.00 | \$200.00 | \$47,200.00 | \$250.00 | \$59,000.00 | \$563.00 | \$132,868.00 |
| TOTAL BID AMOUNT | | | | <u>\$257,837.00</u> | | <u>\$303,584.80</u> | | <u>\$339,403.00</u> | | <u>\$532,737.10</u> |

H:\Municipal_Group Operations\Bid Tabs\Ypsi Twp\[bidtab 0098-16-0030 rebid.xls]Sheet1

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
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Charter Township of Ypsilanti
Residential Services Division

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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: March 24, 2017

RE: Approve the awarding of the Community Center roof replacement project to the low-bidder, Royal Roofing in the amount of \$106,799

Please see the attached letter with the bidding matrix on the Community Center roof project. Royal roofing was the low bidder at \$104,477. They are one of the largest roofing companies in the state and have a very good reputation. We also ask the bidders to include an addition. The add area is an area of block wall on the front of the Community Center that shows severe peeling. This vertical wall requires a sealer-type roof paint in order for it to adhere properly. It appears that the last material put on this block was regular paint. This sealing work was only \$2,322 to include this in the project. We recommend doing this; you can see this in the photos.

As you may recall, we estimated the cost of this to be between \$125,000-\$150,000. We feel we hit the best time to bid this out in order to get such a good price.

This will be paid out of the capital outlay-Community Center account #212.970.000.976.008, and we expect it to be finished by late spring.

I have spoken with both Angie Verges and Kirk Sherwood to discuss some inconveniences to their operations during this roof work. The very south 15' or so will be blocked off, as will the east side of the building for 13'. This will still allow access for pedestrians and vehicles to the front of the building. However, we will have to contact AAATA to temporarily move their bus stop.



THE GARLAND COMPANY, INC.

PERFORMANCE ROOFING AND FLOORING SYSTEMS

3800 EAST 91 STREET • CLEVELAND, OHIO 44105-2197
PHONE: (216) 641-7500 • FAX: (216) 641-0633
NATIONWIDE: 1-800-321-9336

Brad Konvolinka

Phone: (734) 770-4343

Email: Brad.Konvolinka@garlandind.com

March 21th, 2017

Jeff Allen
Charter Township of Ypsilanti
7200 S. Huron Dr.
Ypsilanti, MI 48197
SUBJECT: Community Center – 2017 Roof Work – Bid Recommendation Letter

Jeff,

The Township recently publicly solicited competitive roof bids for a roof sections located at the Community Center to be completed during the 2017 calendar year. The district timed this pre-bid properly and the bid results proved to be less than the anticipated budget. In addition, the low bidder provided a competitive number to complete a small needed repair to an adjacent wall section in need of water-proof coating.

Below are the bid results from the recent pre-bid:

| Contractor | Base Bid | Adder |
|---------------------|---------------------|-------------------|
| Royal Roofing | \$104,477 (low bid) | \$2,322 (low bid) |
| Schena Roofing | \$109,000 | \$6,550 |
| LaDuke Roofing | \$118,000 | \$10,000 |
| Lutz Roofing | \$112,780 | \$4,360 |
| Brown & Son Roofing | \$137,679 | \$5,065 |

The specifications and details developed for this project were specifically designed to ensure The Charter Township of Ypsilanti receives a quality project with proper installation from a local contractor capable of performing this scope of work. In addition, the small repair “adders” listed above should be completed at the same time as the “Base Bid” as this repair is more economical while a contractor is already on-site. We recommend proceeding with the low bidder, Royal Roofing, for a total of \$106,799 in an effort to complete this entire project under the originally anticipated budget.

Sincerely,

Brad Konvolinka
Roof Management Specialist
The Garland Company, Inc.

“Adder” wall section:



photo evidence:



Contractor's Bid
Charter Township of Ypsilanti
Roof Replacement – Community Center – Section A

To: City Clerk
Ypsilanti Township Civic Center
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Bid Due Date: Tuesday, March 21st @ 3:00PM

Sealed bids in triplicate, along with a copy of the Bid Bond, are to be submitted to the address by the time and date listed above. Bids received after the Due Date and Time will not be considered.

Pursuant to notices given, the undersigned proposes to furnish all materials and labor necessary to complete the replacement as described below and in strict accordance to the plans and specifications dated 3-11-17. I, the undersigned, having familiarized myself with the attached Contract Documents do hereby propose to furnish all labor, equipment, materials, drayage, tolls, supervision, etc. and to complete all work as specified in these Documents and Specifications. By my submission of this Bidding Proposal I acknowledge the receipt of the Package containing the following: General Conditions & Requirements, General Instructions to Bidders, Detailed Specifications, Detailed Rooftop Diagrams, and Detailed Specification Drawings. To provide supervision, labor, materials and equipment for roof repairs of the following items, per the attached:

Base Bid for Sections A:

The base bid shall include the removal of the existing roof system down to the decking. Decking shall be checked for deterioration and/or moisture and replaced per the unit cost identified below. New insulation is to be mechanically fastened to metal deck and install a recovery board to be set in adhesive. New roof system is to consist of a two-ply, SBS cold-process, SBS Modified Membrane System with aluminized surfacing. This shall include all necessary flashings, gutter, copings, pitch pockets, and necessary materials in accordance with the specifications, scope of work, and details provided in the bid documents. Work is to be completed by June 30th, 2017.

Section A: All labor, materials, services and equipment necessary for completion of the work shown on the drawings and which meets specifications.

One hundred four thousand four hundred ^{seventy-seven & 9/16}
DOLLARS (\$ 104,477⁰⁰/₁₆)

Adder #1: Remove failed coating on adjacent roof section and apply two coats of water-proof coating. All labor, materials, services and equipment necessary for completion of the work shown on the drawings and which meets specifications.

Two thousand three hundred twenty ^{three & 9/16}
DOLLARS (\$ 2323⁰⁰/₁₆)

*****Note:**

1. Bid Bond, Performance Bond, Prevailing Wage
2. Attach a copy of Bid Bond to Bid
3. Attach a signed copy of Release of Liability Acknowledgement Form

Company Name: Royal Roofing

Continue to next page

Extra work may be necessary other than required by the plans and specifications, extra work will be completed according to the written instructions of the Owner for the following unit prices:

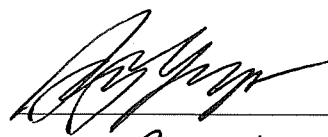
Unit Cost Items: **Replacement of metal decking** – \$6.00 per sq. ft.

Addenda Numbers 1-4 are hereby acknowledged

- 1. Electrical disconnections to be handled by others.
- 2. Gas line adjustment to be handled by others.
- 3. New parapet metal coping to be installed on South parapet.
- 4. New wood trim and metal ridge cap on West knee wall to be installed.

Respectfully Submitted,

SIGNATURE:



Project Manager

TITLE:

BUSINESS NAME:

Royal Roofing

CONTRACTOR ADDRESS:

2445 Brown Rd

DATE: 3/21/17

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Michael Williams, Jeremy Crawford, William J. Nemes, Andrea Joy Haight, Tanya Fukushima, William Gerber, Brad Quiro & Michael Konzen of CCI Surety, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$4,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

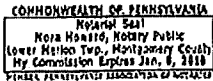
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of March, 2017.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Ypsilanti Township

Release of Liability Form

C. ACKNOWLEDGEMENT OF REQUIRED INSURANCE PROVISIONS

Depending on the nature of your event, the Charter Township of Ypsilanti may require you to provide insurance. The Charter Township of Ypsilanti strictly adheres to the following insurance requirements. These insurance requirements shall not be waived for any reason. Please read carefully the require insurance that must be obtained:

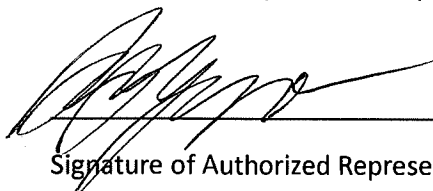
A minimum of \$1,000,000 general liability insurance (\$5,000,000.00 preferred), per occurrence shall be approved by the Charter Township of Ypsilanti and in place a minimum of seven (7) days prior to approval of any special request made as part of your contract. Additional coverage may be required depending on the nature of your contract. Special requests may include (but not limited to) construction activity surrounding the roof installation at the Community Center.

The wording on the policy MUST read:

"...The Charter Township of Ypsilanti and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be names as "additional insured" on the General Liability policy with respect to the roofing project at the Community Center.

This may require an addition to your current policy or an additional policy, either of which could results in extra costs from your insurance carrier.

Therefore, in this document, the Charter Township of Ypsilanti has fully explained its' expectations in this regard and expects all companies/Agents to comply with these requirements.



Signature of Authorized Representative

3/21/17
Date

Royal Roofing

Company/Organization Name

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # PHY001448

KNOW ALL MEN BY THESE PRESENTS, that we

ROYAL ROOFING COMPANY, INC.
2445 Brown Road Orion, MI 48359

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
Philadelphia Indemnity Insurance Company
One Bala Plaza, Ste. 100 Bala Cynwyd, PA 19004

(Here insert full name, and address or legal title of Surety)

a corporation duly organized under the laws of the State of PA

as Surety, hereinafter called the Surety, are held and firmly bound unto
Charter Township of Ypsilanti
7200 S. Huron River Drive. Ypsilanti, MI 48197

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of
Five Percent of Amount Bid-----Dollars (5.00% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Roof Replacement @ Ypsilanti Community Center-Section A

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of March 2017

ROYAL ROOFING COMPANY, INC.

(Principal)

(Seal)


(Witness)

(Title)

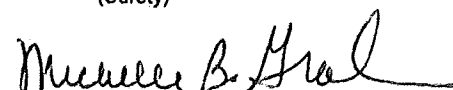
Philadelphia Indemnity Insurance Company

(Surety)

(Seal)



(Witness)



(Title)

Michelle B. Graham, Attorney-in-Fact

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

**Green Oaks
Golf Course**

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

MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Tim Smith, Green Oaks Golf Superintendent

Date: March 27, 2017

Subject: ***Request to Waive the Financial Policy and Award the Low Quote to Spartan Distributor for the Purchase of a Toro Groundmaster 7200 in the Amount of \$17,927.35 and a Harper Turbo Vac TV40 RE in the Amount of \$21,742.00 for a Total Amount of \$39,669.35 Budgeted in Line Item #584-584-000-971-000***

We are requesting to waive the financial policy and award the low quotes for the above listed equipment to Spartan Distributors.

Quotes were obtained from the following vendors:

| | Toro Groundmaster Mower | Harper Turbo Vac |
|----------------------|-------------------------|------------------|
| Spartan Distributors | 17,927.35 | 21,742.00 |
| Century Equipment | 19,028.00 | 23,951.00 |
| Reinders | 19,256.40 | 23,100.00 |

Spartan is the only dealer for the above equipment in Michigan. They are also participants in the National IPA, and we would be purchasing this equipment under the contract number #120535.

We had originally looked at purchasing an additional TORO Mower for approximately \$60,000.00, but instead we will be working in cooperation with the Residential Services Department to repair a 2006 and a 2007 mower, one that will be used by the golf course and one that will be used as a back up by the Parks and Grounds Department. The repair costs for these mowers is estimated to be approximately \$20,000.00 each.

Should you have any questions, please contact me.

March 15, 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

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

Dear Tim,

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

| | |
|---|---------------------|
| (1) TORO Groundsmaster 7200 (#30462) | \$ 17,927.35 |
| <ul style="list-style-type: none">• w/62" Base Deck• (1) 62" Guardian Recycler Completion Kit (Includes baffles and blades) (#30306) | |
| (1) Harper Turbo Vac TV40 RE (Engine Driven) (#900206) | \$ 21,742.00 |
| <ul style="list-style-type: none">• (1) Brush Rotor Kit (#900229)• (1) 8" Hose Option Kit (#900217) | |
| Equipment Total | \$ 39,669.35 |

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

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 03/12/17

For: **Green Oaks GC**

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

Ypsilanti Twp. MI

Attn: **Mr. Tim Smith**

SalesRep: **Greg Walter**

| Qty | Model# | Description | Sell Price | Extension |
|---|-----------|---|---------------------------|-------------------|
| | GM4100D | | | |
| 1 | 30608A | Groundsmaster 4100-D (Tier 4 Final Compliant) | 66,769.00 | 66,769.00 |
| | | Sub-Total: | | 66,769.00 |
| | GM7200 | | | |
| 1 | 30495 | GM7200 NO Deck | 18,639.81 | 18,639.81 |
| 1 | 30306 | 62" Guardian Recyclcler Completion Kit (Includes baffles and blade) | 388.19 | 388.19 |
| | | Sub-Total: | | 19,028.00 |
| | VP_Harper | | | |
| 1 | 900206 | Turbo Vac TV40RE Engine Drive-Base Unit | 19,617.21 | 19,617.21 |
| 1 | 900225 | Kit-TV40 Brush Rotor (Customer Installed) | 2,712.27 | 2,712.27 |
| 1 | 900217 | Kit-TV40 8' Hose Option (Customer Install Only) | 1,621.52 | 1,621.52 |
| | | Sub-Total: | | 23,951.00 |
| | | (No Trades Quoted) | | |
| | | | Merchandise Total | 109,748.00 |
| | | | Trade-In Credit | 0.00 |
| | | | Destination Charge | 1,646.22 |
| | | | 0.00% * Sales Tax | 0.00 |
| | | | | 111,394.22 |
| Terms: Net 15 Days (Upon Credit Approval) | | | | |

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 = \$111,394.22 | Rate Factor | Payment | Residual% |
|-----------------------------|----------------------------|--------------------|----------------|------------------|

| | | | |
|-----------------------------------|----------------------------|--------------------|----------------|
| Conditional Sale Financing | Base = \$111,394.22 | Rate Factor | Payment |
|-----------------------------------|----------------------------|--------------------|----------------|



Steve Stewart, SCPS
 Operation Manager
 911 Tower Rd
 Mundelein, IL 60060
 Cell (630) 284-8496
 Fax (847) 678-5511
sstewart@reinders.com

Acct #:

Green Oaks Golf Course
 Ypsilanti Township
 2025 Clark Rd.
 Ypsilanti, MI 48198

Attn: Tim Smith

| | |
|------------------------------|----------------------------------|
| Quote ID | Quotes Good for 30 Days |
| Quote Date 3/13/17 | Tax Not Included In Quote |

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 |
| 1 | 30462 | Groundsmaster 7200/62" BD for Guardian | \$19,256.40 |
| 1 | 30306 | 62" Guardian Recycler Completion Kit | |
| 1 | 900206 | Harpo Turbo Vac TV40 RE | \$23,100.00 |
| 1 | 900225 | Finger Rotor Kit | |
| 1 | 900217 | 8" Hole Option Kit | |

Freight Would be Additional

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.



Count on it.