

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 18, 2017

Work Session – 6:00 p.m.

Regular Meeting – 7:00 p.m.

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

Charter Township of Ypsilanti

Proclamation

In Honor of
Chemical Awareness Week
May 6-13, 2017

WHEREAS, it is important that people are made more aware of the role that chemicals play in their daily lives; and

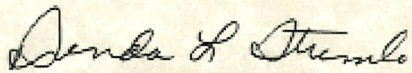
WHEREAS, along with the benefits of chemicals, we need to be aware of the dangers hazardous materials pose to our families, especially to our children and youth and of the preventative measures that we can take to avoid possible harm; and

WHEREAS, we must encourage cooperation between local emergency planning committees and their local business, industrial, retail, service, and farming sectors to increase the involvement of off-site emergency planning of hazardous material accidents; and

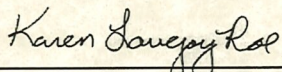
WHEREAS, it is essential that we work to improve the awareness of local emergency planning committees about the chemicals manufactured, used or sold in factories, companies, retail stores and farms in their communities.

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Ypsilanti Board of Trustees does hereby proclaim the week of May 6-13, 2017 *CHEMICAL AWARENESS WEEK* in Ypsilanti Township and we encourage all citizens to obtain and share information about the proper uses of chemicals in order to ensure a safer future for our Township.

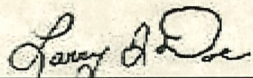
Dated and signed this 18th day of April, 2017



Brenda L. Stumbo, Supervisor



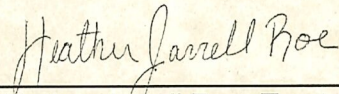
Karen Lovejoy Roe, Clerk



Larry J. Doe, Treasurer



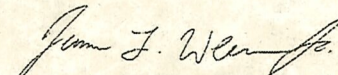
Stan Eldridge, Trustee



Heather Jarrell Roe, Trustee



Monica Ross-Williams, Trustee



Jimmie Wilson, Jr., Trustee

Charter Township of Ypsilanti

Proclamation

In Honor of
Multiple Chemical Sensitivity Awareness
May 6-13, 2017

WHEREAS, people of all ages have developed the condition known as Multiple Chemical Sensitivity, often following either a single massive chemical exposure or repeated low level exposures to chemicals in the environment; and

WHEREAS, people with Multiple Chemical Sensitivity frequently also suffer from one or more of the overlapping conditions known as Chronic Fatigue/Immune Deficiency Syndrome, Fibromyalgia and Gulf War Syndrome; and

WHEREAS, Multiple Chemical Sensitivity is a chronic condition for which there is neither a proven treatment nor a cure, that typically affects several major organ systems with multiple symptoms that can include, but are not limited to: difficulty breathing, sleeping and/or concentrating, memory loss, migraines, nausea, abdominal pain, chronic fatigue, aching joints and muscles, disorders of the skin and sensory dysfunctions; and

WHEREAS, people with Multiple Chemical Sensitivity often have profound problems with health, finances, employment, housing, public access and personal relationships; and

WHEREAS, the health of the general population is at risk from chemical exposures which can lead to illnesses that are preventable through the reduction or avoidance of chemicals in the air, water and food in both indoor and outdoor environments; and

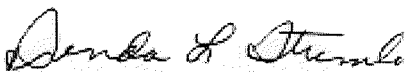
WHEREAS, Multiple Chemical Sensitivity is recognized by the Americans with Disabilities Act, the Social Security Administration, the U.S. Department of Housing and Urban Development, the Environmental Protection Agency and other state and federal governmental agencies and commissions which have supported the health and welfare of people with this condition; and

WHEREAS, reasonable accommodations, educational efforts and recognition of Multiple Chemical Sensitivity can provide opportunities for people with this condition to enjoy access to work, schooling, public facilities and other settings where they can contribute their skills, knowledge, ideas and creativity; and

WHEREAS, individuals with Multiple Chemical Sensitivity need the understanding and support of family, friends, employers and co-workers, medical professionals, other members of society and governmental agencies at all levels to help them cope with the significant and pervasive lifestyle changes imposed by this illness;

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees does hereby proclaim the week of May 6-13, 2017 *MULTIPLE CHEMICAL SENSITIVITY AWARENESS WEEK* in Ypsilanti Township and commend this observance to all Township residents.

Dated and signed this 18th day of April, 2017



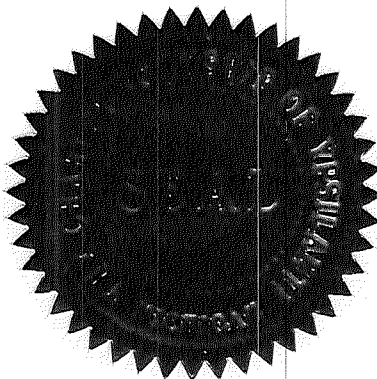
Brenda L. Stumbo, Supervisor



Karen Lovejoy Roe, Clerk



Larry J. Doe, Treasurer

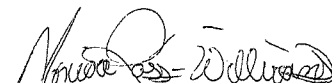




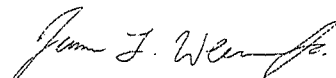
Stan Eldridge, Trustee



Heather Jarrell Roe, Trustee



Monica Ross-Williams, Trustee



Jimmie Wilson, Jr., Trustee

Received Supervisor's Office

April 3, 2017

APR 07 2017

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

Ypsilanti Township

Dear Ms. Stumbo:

This letter serves as a written request to, once again, obtain two (2) proclamations from the Charter Township of Ypsilanti to signify:

MAY 6-13, 2017 as "MULTIPLE CHEMICAL SENSITIVITIES AWARENESS WEEK"
AND
MAY 6-13, 2017 as "CHEMICAL AWARENESS WEEK"

I am enclosing copies of previous years proclamations as working models for this year. As always, I am very grateful and appreciate you issuing these proclamations, and am hopeful that you and the Township Board will do so again this year. It is important to continue to bring awareness regarding these health issues such as this to our Township residents.

If you have any questions regarding this request, please call me at (734) 485-2729. If approved, could you please send the original proclamations to me at your earliest convenience at the following address:

EVA McGUIRE
P.O. Box 981335
Ypsilanti, MI 48198

Also, is it possible to have these proclamations electronically sent to your departments within the Township and put on ytown.org so residents can see them. Thank you.

Thank you, in advance, for your consideration in this matter.

Sincerely,



Eva McGuire
Enclosures

DEPARTMENTAL REPORTS

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: April 10, 2017

RE: RSD Monthly Board Report – March/April

We are gearing up for spring and summer, as we have opened all 5 gated parks that surround Ford Lake. It is too early to open the restrooms yet and freezing temperatures occur up and into the middle of May, but the 10 day forecast looks promising. We also put the 2 portable docks into the water at the boat launch for all to utilize to put their boats in the lake.

In keeping with the spring theme, we will again have an aggressive goose mitigation process. Similar to last year, I am again license to conduct egg relocation work to discourage the geese from nesting and ultimately staying around the Civic Center and other Township properties. I have already engaged Gooseworks to bring dogs out to harass the geese in an attempt to keep them from Nesting. Last year we didn't have any geese nest here. However, the nesting in our Ford Lake Island park. This year, I have included that location for the nest removal program in an effort to keep them from hatching and swimming over to our pond to live their lives on our campus. Both Goosework employees and I had to attend a training program to learn about this process.

A few of us have met a couple of times to discuss Tyler Dam and the work that is needed. We had planned that the dam would cost us about \$350,000 prior to it being taken over by the Water Resource Commission. The recent news is that there have been a couple of necessary additions to the project. First, we discovered that the pipe going from the pond to the river under the road was partially collapsed. For Dan's to keep working and draining the pond, they had to urgently

install a 24” pipe inside the existing collapsing pipe. Now that this work progressed, it is necessary to properly size that pipe for the future. So the 24” pipe will be removed and the 60” intake will be sleeved with a 54” pipe. This will allow a quicker reduction in the water level on the Tyler Pond side, which is necessary for YCUA to properly install their sewer across the stream. Remember, this project is being run by YCUA, but we definitely are part of the process, we just don’t supervise or authorize the payment through our Board.

I have met with 3 architects on the matter of the ADA counters here and improving the accessibility in the Board Room. I am still waiting for one of the architects to get their ideas to me so I can make a decision on which way to go.

I did conduct a pre-bid walk through in March for the roof project that you approved last week. As I discussed, we received a very good price on the job. Shortly thereafter, we conducted the bid opening and brought the results to the Township Board.

Also in late March, I attending the 3 training sessions Mike Saranen conducted at the Fire Station. To cover all 3 shifts for the fire department, it takes 3 days and the topic covered by Mike was what to do in an emergency- from when the high water alarm goes off- to warning the dozen or so houses below the dam on Snow and Rawsonville Road.

I did spend a lot of time over the past month working on the Green Oaks golf course path project. As you know, we opened the bids and brought Best Asphalt to you for your approval and we hope the contractor can start work in the next 10-14 days.

Karen Wallin, Wayne Dudley and I conducted interviews for the open Crew Leader position. This is to replace Same Frye. We are still in deliberation on the next step.

We have sent in the final information to the DNR for the tennis court/pickle ball court project. The good news is, we received our grant check in the amount of \$99,600 so we are now complete with this project.

Mike Saranen and I met with a couple of teachers from ECA. We did a preliminary tour of the Hydro operations with the teachers to go over the plan we will have when we conduct the tour with 40 or so students. There will be no cameras and we will only allow them access to the top 3 levels.

I met with Brenda with regard to the Township's paths and the areas that we would still like to have more paths installed. I have identified about 10 locations where we would like to have a count on how many residents walk in the streets. Some of these are very dangerous, like Tuttlehill north of Textile, containing deep ditches. We will be seeking some county funding in one way or the other.

I did take the State of Michigan pesticide test last week and passed both the core test as well as category 6. This allows me to apply and or supervise employees to treat right-of-way areas. Our main focus is to treat weeds and grass in sidewalk and driveway cracks. It seems never ending.

I have disappointing news on the Bud & Blossom Park playground project conducted by Washtenaw County. After going through mandatory pre-bid meetings, bid openings and post bid opening interviews with the top 2 candidates, the County has pulled the project to re-do it. I think they felt there might have been some inconsistencies in some of the processes, which may or may not compromise the bids.

Ford Lake Dam

General Summary:

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Operators had 2 after hour call-ins for March.

Average precipitation for the month of March is around 2.3", this year it was about 3.87" and production for the months was well above average.

Regulatory:

For 2017-

- update DSSMP (started)
- EAP Training (training complete)
- Part 12- recommendation plan (started)
- Concrete maintenance (summer)
- Emergency Standby Generator Replacement (approved- ordered)
- Substation maintenance (summer)
- WQ Report (equipment deployed in April)

- Nuisance Plant Plan Report (summer)
- Wildlife Plan Report (fall)
- Historical Activity Report (fall)
- Gate certification (fall)
- Security Review (spring)
- Annual Safety Inspection (summer)
- EAP annual update & test (fall)

Projects:

Transfer Trip Communication (almost complete)

The Township Board approved a construction agreement for new communication with the DTE substation. DTE Electric has provided a project cost of \$180,000. Installation was targeted for May 2015 and then October 2015. Finally, after a long wait, the new equipment went online in December 2016. With the new equipment online, the old AT&T service was cancelled saving over \$36K per year. We are now waiting project close-out by DTE, it is possible that the project will come in under budget and a refund will be issued.

Operation Summary

2017	March	YTD	4yr Ave.
Precipitation	3.87”	8.48”	32.5”
Days Online	31	90	351
Gross generation MWH (estimated)	1,375.737	2,672.551	8,815.940
Generation lost MWH (estimated)*	7.950	7.950	
After Hour Call In			
Water levels	1	7	37
Mechanical/Electrical	0	0	3
Other	1	1	6
Totals	2	8	46

Recent History

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Precipitation total	40.87”	34.31”	25.27”	29.61
Days Online	345	355	345	359.5
Generation MWH (estimated)	8,991.285	9,745.999	7,723.040	8,803.436
Generation lost MWH (estimated)*	454.824*	643.164*	419.050*	229.798*

After Hour Call In

Water levels	44	43	32	31
Mechanical/Electrical	1	7	1	4
Other	0	15	1	2

Totals	45	67	34	37
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*losses related to scheduled & unscheduled maintenance and water quality discharges.

** NOAA, (36" average precipitation annually)

Spilling Summary:

Releasing water from the sluice gates is the primary way to maintain lake level when flow exceeds the powerhouse. At certain times, we can use the gates to help keep the lake mixing to maintain oxygen levels (effectiveness depends on a number of factors) at the bottom of the lake.

The water quality monitoring begins on June 1st and will end on September 30th. The operators monitor the water quality conditions and take readings as outline in the WQ Plan. The hydro discharges from the bottom gates to maintain run of river and/or help with water quality in Ford Lake. The Federal License requires we pass water with a minimum of 5mg/l of dissolved oxygen all the time. Therefore, spilling from the bottom gates in the summer for improving the lake is not always possible.

Sluice Gate Usage Summary

	Current Year	Current Year		Current Year	Prior Year
2017	Days	Lost KWh*	Lost \$*	Lost \$*	
	Spilled				
January	17.0	0	0	0	
February	10.8	0	0	0	
March	12.5	0	0	0	
April				0	
May				2,734	
June				8,586	
July				0	
August				0	
September				0	
October				0	
November				0	
December				0	
Totals	40.3	0	\$ 0	\$ 11,320*	

*estimated losses from diverting water away from generators for the purpose improving WQ.

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

FEBRUARY 2017

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	19 Fire Fighters
1 Clerk III/Staff Support	3 Shift Lieutenants	1 Probationary Fire Fighter

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 389 requests for assistance. Of those requests, 266 were medical emergency service calls, with the remaining 123 incidents classified as non-medical and/or fire related.

Department activities for the month of February, 2017:

- 1) The Public Education Department participated in the following events:
 - a) Car Seat fittings for U of M Buckle Up program
- 2) Fire fighters attended 8 neighborhood watch meetings
- 3) Fire fighters received training in the following areas:
 - a) Washtenaw County Tech Rescue Team
 - b) Washtenaw County HazMat Team
 - c) Ice Water Rescue
 - d) Swift Water Rescue
 - e) EMS

The Fire Chief attended these meetings / events for the month of February, 2017:

- 1) WAMAA meeting
- 2) Hood Suppression test at Shell Station
- 3) Liquor Inspections: 13 total
- 4) Liquor Re-Inspections: 7 total
- 5) Researched Existing Fire Protection Systems for local business
- 6) Burn Permit Inspections: 4
- 7) Officers meeting
- 8) Meeting with Township Trustee Monica Ross Williams
- 9) Site Review for Martz Road
- 10) EMPCO meeting for Officer Testing
- 11) Quarterly Fire Dispatch meeting with HVA
- 12) Contract Negotiations with Fire Dept. Union
- 13) Cause & Origin Review with FF Kimball for Springwater Drive
- 14) Researched Hose Cabinet information for Tyler Road GM
- 15) Cyber Security Conference at Washtenaw County LRC
- 16) Site Plan meeting with Architect for Redwood Homes
- 17) Welcomed New Hire FF Clark

There was 0 injuries and 0 deaths reported this month for civilians.

There was 0 injuries and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at **\$132,000.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 02/03/2017	149 S Harris	\$ 16,000.00 (building)
2) 02/03/2017	420 Allston Court	\$ 17,500.00 (building)
3) 02/09/2017	2641 International Dr	\$ 0.00 (dumpster)
4) 02/09/2017	2951 International Dr	\$ 0.00 (dumpster)
5) 02/09/2017	2641 International Dr	\$ 0.00 (dumpster)
6) 02/11/2017	S Ford Blvd @ Russell	\$ 0.00 (grass)
7) 02/12/2017	241 Stevens Dr	\$ 0.00 (cooking)
8) 02/12/2017	1310 Elmwood	\$ 0.00 (cooking)
9) 02/12/2017	1259 Elmwood #206	\$ 0.00 (cooking)
10) 02/16/2017	55 Riley Court	\$ 10,500.00 (building)
11) 02/18/2017	8059 Springwater Dr	\$ 85,000.00 (building)
12) 02/20/2017	794 Forest Court	\$ 0.00 (dumpster)
13) 02/20/2017	7300 Rawsonville	\$ 0.00 (grass)
14) 02/22/2017	1071 Rambling	\$ 3,000.00 (fire / other)
15) 02/28/2017	EMU Phelps Hall	\$ 0.00 (Mutual Aid – City of Ypsilanti)

Respectfully submitted,

Rhonda Bates, Clerical Support Staff
Charter Township of Ypsilanti Fire Department

Attachment: Fire House Incident Type Report (Summary) 02/01/2017 – 02/28/2017

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {02/01/17} And {02/28/17}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	5	1.29%	\$129,000	97.72%
113 Cooking fire, confined to container	3	0.77%	\$0	0.00%
123 Fire in portable building, fixed location	1	0.26%	\$3,000	2.27%
143 Grass fire	2	0.51%	\$0	0.00%
154 Dumpster or other outside trash receptacle fire	4	1.03%	\$0	0.00%
	15	3.86%	\$132,000	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	39	10.03%	\$0	0.00%
311 Medical assist, assist EMS crew	21	5.40%	\$0	0.00%
320 Emergency medical service, other	10	2.57%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	76	45.24%	\$0	0.00%
322 Motor vehicle accident with injuries	7	1.80%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	2	0.51%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	10	2.57%	\$0	0.00%
331 Lock-in (if lock out , use 511)	1	0.26%	\$0	0.00%
	266	68.38%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	2	0.51%	\$0	0.00%
420 Toxic condition, Other	1	0.26%	\$0	0.00%
424 Carbon monoxide incident	3	0.77%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	1	0.26%	\$0	0.00%
444 Power line down	4	1.03%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	0.26%	\$0	0.00%
	12	3.08%	\$0	0.00%
5 Service Call				
500 Service Call, other	1	0.26%	\$0	0.00%
510 Person in distress, Other	2	0.51%	\$0	0.00%
511 Lock-out	3	0.77%	\$0	0.00%
522 Water or steam leak	1	0.26%	\$0	0.00%
531 Smoke or odor removal	3	0.77%	\$0	0.00%
550 Public service assistance, Other	1	0.26%	\$0	0.00%
5501 Neighborhood Watch	6	1.54%	\$0	0.00%
552 Police matter	1	0.26%	\$0	0.00%
553 Public service	2	0.51%	\$0	0.00%
554 Assist invalid	4	1.03%	\$0	0.00%
561 Unauthorized burning	6	1.54%	\$0	0.00%

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {02/01/17} And {02/28/17}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
	30	7.71%	\$0	0.00%
6 Good Intent Call				
611 Dispatched & cancelled en route	28	7.20%	\$0	0.00%
6111 Canceled on Arrival	19	4.88%	\$0	0.00%
622 No Incident found on arrival at dispatch address	4	1.03%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	1	0.26%	\$0	0.00%
	52	13.37%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	5	1.29%	\$0	0.00%
733 Smoke detector activation due to malfunction	1	0.26%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.26%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.26%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	0.26%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	3	0.77%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	2	0.51%	\$0	0.00%
	14	3.60%	\$0	0.00%

Total Incident Count: 389

Total Est Loss:

\$132,000

14-B District Court

Revenue Report for March 2017

General Account

Account Number
Due to Washtenaw County
(101-000-000-214.222) **\$5,360.86**

Due to State Treasurer

Civil Filing Fee Fund (MCL 600.171): \$13,188.00
State Court Fund (MCL 600.8371): \$1,620.00
Justice System Fund (MCL 600.181): \$35,625.64
Juror Compensation Reimbursement Fund:
 Civil Jury Demand Fee (MCL 600.8371): \$20.00
 Drivers License Clearance Fees (MCL 257.321a): \$3,375.00
Crime Victims Rights Fund (MCL 780.905): \$8,472.60
Judgment Fee (Dept. of Natural Resources): \$0.00
E-File Fee (228.56): \$3,810.00
Due to Secretary of State
(101-000-000-206.136) \$3,375.00

Total: **\$69,486.24**

Due to Ypsilanti Township

Court Costs (101-000-000-602.136): \$69,068.34
Civil Fees (101-000-000-603.136): \$12,902.00
Probation Fees (101-000-000-604.000): \$10,453.04
Ordinance Fines (101-000-000-605.001): \$88,070.54
Bond Forfeitures (101-000-000-605.003): \$2,395.00
Interest Earned (101-000-000-605.004): \$0.00
State Aid-Caseflow Assistance (101-000-602.544): \$0.00
Expense Write-Off: \$0.00
Bank Charges (Expense - 101.136.000.957.000): (\$847.58)

Total: **\$182,041.34**

Total to General Account - (101.000.000.004.136): \$256,888.44

Escrow Account

(101-000-000-205.136)

Court Ordered Escrow: \$4,048.00
Garnishment Proceeds: \$0.00
Bonds: \$24,715.00
Restitution: \$5,023.36

Total to Escrow Account - (101.000.000.205.136): \$33,786.36

		Year to Date	
	Prior Year Comparison		
Month	Revenue	Revenue	
	2016	2017	
January	\$121,678.02	\$ 120,611.62	
February	\$175,343.69	\$ 155,669.56	
March	\$154,916.76	\$ 182,041.34	
April	\$133,933.35		
May	\$136,097.41		
June	\$138,669.47		
July	\$131,882.07		
August	\$156,356.14		
September	\$155,340.95		
October	\$148,098.94		
November	\$134,130.41		
December	\$106,942.52		
Grant:	\$ 82,500.00	\$ 117,000.00	
Standardization			
Payment:	\$ 45,724.00	\$ 45,724.00	
Year-to Date			
Totals:	\$ 1,821,613.73	\$ 621,046.52	
Expenditure			
Budget:	\$ 1,443,321.00	\$ 1,486,200.32	
Difference:	\$ 378,292.73	\$ (865,153.80)	

14-B District Court

Monthly Disbursements

March 2017

Revenue received as a Fine for violation of a State Statute is disbursed to the Washtenaw County Treasurer, for library purposes.

Revenue received as a Fine for violation of a Township Ordinance and all Court Costs are disbursed to the Ypsilanti Township Treasurer. Local revenue also includes Probation oversight fees and Bond Forfeitures.

Revenue received as State Filing Fee, State Court Fund, Justice System Fund, Juror Compensation, Crime Victims Rights Fund and Dept. of Natural Resources Judgment Fee is forwarded to the State Treasurer.

Money received as Garnishment Proceeds, Criminal Bonds, Restitution, and Court Ordered Escrow are deposited in the Escrow Account of the Court.

All other revenues are transferred to the Ypsilanti Township Treasurer.

March 2017 Disbursements:

Washtenaw County:	\$ 5,360.86
State of Michigan:	\$ 69,486.24
Ypsilanti Township Treasurer:	\$182,041.34

TOTAL: \$256,888.44



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 18, 2017

6:00PM

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

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

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

REGULAR MEETING AGENDA

TUESDAY, APRIL 18, 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 APRIL 4, 2017 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR APRIL 18, 2017 IN THE AMOUNT OF \$973,933.27
 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MARCH 2017 IN THE AMOUNT OF \$63,811.50
 3. CHOICE HEALTH CARE ADMIN FEE FOR FEBRUARY 2017 IN THE AMOUNT OF \$1,207.50
 - C. MARCH 2017 TREASURER'S REPORT
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #6
2. REQUEST AUTHORIZATION TO SELL YPSILANTI TOWNSHIP OWNED PARCEL K-11-10-386-023 LOCATED AT 855 AUBURNDALE IN THE AMOUNT OF \$5,000.00 TO HABITAT FOR HUMANITY TO BE USED AS PART OF THE WASHTENAW COMMUNITY COLLEGE YOUTH BUILD GRANT TO BE SOLD AS A HABITAT HOME WHEN COMPLETED
3. RESOLUTION 2017-08, TO ABANDON INTEREST IN A CERTAIN UNDEVELOPED PLATTED PARK AS WELL AS ANY RIGHT OF WAY INTEREST IN ADJACENT UNIMPROVED ROADWAYS
4. REQUEST TO APPROVE AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION FOR 2017 LOCAL ROAD DUST CONTROL IN THE AMOUNT OF \$5,682.60 BUDGETED IN LINE ITEM #212-212-000-818-006

5. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 940 MINION ST., 1405 ECORSE RD., 3150 W. MICHIGAN AVE., AND 829 E. MICHIGAN AVE. IN THE AMOUNT OF \$40,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
6. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO PUBLICLY SELL SIX (6) DESKS CURRENTLY BEING STORED AT FORD LAKE PARK AND TO DISPOSE OF REMAINING DESKS THAT DO NOT SELL
7. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, MAY 16, 2017 AT APPROXIMATELY 7:00PM - CREATION OF A NEIGHBORHOOD CAMERA/STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR THE MANORS AT CREEKSIDE VILLAGE
8. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO PURCHASE A 2017 FORD EXPLORER FWD FOR USE IN THE OFFICE OF COMMUNITY STANDARDS IN THE AMOUNT OF \$26,513.00 WITH ALL WEATHER FLOOR MATS IN THE AMOUNT OF \$125.00 AND REVERSE SENSING IN THE AMOUNT OF \$295.00 FOR A TOTAL AMOUNT OF \$26,933.00 WITH MIDEAL PRICING CONTRACT NUMBER #071B1300005 BUDGETED IN LINE ITEM #595-595-000-985-000

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

1. REQUEST OF ERIC COPELAND, FIRE CHIEF TO SEEK SEALED BIDS FOR REPLACEMENT OF TWO FURNACES AND AIR CONDITIONING UNITS AT FIRE HEADQUARTERS LOCATED AT 222 S. FORD BLVD.

PUBLIC COMMENTS

CONSENT AGENDA

CHARTER TOWNSHIP OF YPSILANTI MINUTES FOR THE APRIL 4, 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, Heather Jarrell Roe, Jimmie Wilson Jr., Monica Ross-Williams

Members Absent: None

Legal Counsel: Wm. Douglas Winters

Manors at Creekside Village Update

Greg Windingland of Lombardo Homes gave an overview of the Lombardo Company and an update for the Manors at Creekside Village. Attending with Mr. Windingland was David Hensel, Project Manager on Land Development Team and Will Freeman, Construction Manager for Ypsilanti Township.

Mr. Windingland stated that Lombardo Homes was a second generation builder and the second largest builder in Michigan. He said they are present in seven of nine counties in Michigan and are set up to build approximately four hundred homes per year. Mr. Windingland also detailed some of Lombardo's charitable endeavors.

Mr. Windingland stated that in Ypsilanti Township Lombardo has completed Creekside Village East and Creekside Village South and they also have built homes in Tremont Park. He said they are also currently working on a site plan for Creekside North. He shared that Lombardo has a purchase agreement for land on Bunton Rd. they plan to develop and are also currently building in the Majestic Lakes development.

Mr. Windingland stated that the majority of site improvements are completed at the Manors at Creekside Village and there are letters of credit or cash deposits on file for two items not yet complete.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 4, 2017 WORK SESSION
PAGE 2**

Mr. Windingland indicated that per the Development Agreement, Lombardo Homes will only be building ranch style homes in this development, with two styles available, the Brooke and the Franklin. He said these style homes are both currently being built in Creekside South and as of April 4, 2017, there are eleven home sites sold in Manors with a maximum sales price of \$254,000.00.

Supervisor Stumbo stated this development is slated to be ranch style homes for empty nesters. She stated she encouraged Lombardo homes to build this type of development because the Township felt there was a market for it in our area.

Supervisor Stumbo asked if Lombardo Homes would promote being bee friendly and using non-phosphorous outdoor fertilizers and such. Mr. Windingland indicated they would do so.

Trustee Wilson wanted to give kudos to Will Freeman. He stated he and his family had recently moved into the Tremont Subdivision and Will had been very helpful and they were very happy.

Attorney Winters stated he would like to thank Mike Radzik and his staff, as well as the Township planning consultants Carlisle Wortman for their work on this project. He also stated he would like to thank Greg Windingland and Lombardo Homes for coming into the Township and staying through the housing crisis.

Attorney Winters spoke briefly about the development agreement and specifically about one portion for maintenance of the sidewalks. Attorney Winters stated that due to past problems with sidewalk maintenance, they had added sidewalk language to subsequent development agreements stating that once developments have been completed it is up to the Homeowner's Association to repair and maintain the sidewalks, with protection language incorporated to ensure this happens.

AGENDA REVIEW

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 4, 2017 WORK SESSION
PAGE 3**

PUBLIC COMMENTS

None

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**

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that he did not have anything to add at this time.

NEW BUSINESS

1. BUDGET AMENDMENT #5

Clerk Lovejoy Roe reviewed the proposed budget amendment. Supervisor Stumbo spoke about the Tyler Pond Fund and stated this money was being transferred out to cover the Tyler Rd. Project, which has not been bid yet. She said funds to pay for this project will also be coming from the ACM project negotiations. Attorney Winters stated the Township should be receiving the remaining \$300,000.00 for the lowering of Tyler Pond very soon.

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

**2. REQUEST APPROVAL OF THE PLANNED DEVELOPMENT AGREEMENT FOR
THE MANORS AT CREEKSIDE VILLAGE**

Supervisor Stumbo stated this was discussed earlier in work session. Trustee Ross Williams asked if lights were included in the Planned Development Agreement. Supervisor Stumbo stated this was normally included, but in this case the infrastructure was already in place from when Pulte developed the land.

**3. REQUEST FOR AUTHORIZATION TO PROCEED WITH ISSUING A REQUEST
FOR QUALIFICATIONS FOR A MASTER DEVELOPER FOR THE SEAVER FARMS
PARCEL**

Supervisor Stumbo stated that this was presented to the Board at the March 21, 2017 work session. She asked Dick Carlisle of Carlisle Wortman to review the timeline. Mr. Carlisle stated the RFQ would be finalized and then reviewed by the Township attorney. He said there is a list of developers they are planning to send the RFQ to, as well as planning to advertise the RFQ with a press release. He said there will be a mandatory pre-proposal meeting, followed by at least a thirty day time period before proposals would be due. He also said that once proposals are received, each would be vetted and a short list created that would be presented to the Board. Mr. Carlisle stated this is a process that will take some time.

Trustee Eldridge asked if the Board could receive a list of all developers who submitted proposals. Mr. Carlisle stated that would not be a problem.

Supervisor Stumbo spoke about a process she was aware of used by the Ypsilanti Area Visitors and Convention Bureau. They had recently conducted a professional services RFQ, and when the top four were presented, they were done so without including who the proposals were from so that the choice was made based on merit alone. Supervisor Stumbo asked could this be done with this RFQ, and Mr. Carlisle stated that could definitely be discussed as a possibility.

Trustee Ross Williams asked if it could be included in the master agreement that a certain portion of firms used in the development be from the Township and if we

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 4, 2017 WORK SESSION
PAGE 5**

could stipulate that a certain portion be minorities. Mr. Carlisle stated that would be possible, but cautioned the Board on making the requirements too restrictive and making the parcel unmarketable. He stated that he would work with Attorney Winters on the best way to incorporate this request.

Attorney Winters stated there would be individual contracts with each firm doing work on the development and that may be where these topics are addressed.

Supervisor Stumbo asked if purchase prices would be a consideration in choosing a master developer. Mr. Carlisle stated this would be a very important component, along with what the developer is proposing, and does that fall in line with the Township's vision.

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

Jeff Allen stated this is to oversee the construction on the Green Oaks cart paths, if that is approved later in the agenda.

Supervisor Stumbo asked if the cart paths improvements were bid out and Mr. Allen confirmed this was correct. Mr. Allen detailed the work that will take place.

Supervisor Stumbo stated this project is part of the capital improvement plan and will remove safety hazards at the course.

Trustee Ross Williams stated she was very glad to see this project was being done.

Supervisor Stumbo asked if Attorney Winters had reviewed the contract and Mr. Allen stated he would make sure that it was reviewed by our Attorney.

Clerk Lovejoy Roe stated that since there was no contract yet with Best Asphalt, the motion would need to be updated to state contingent upon the development of the contract and attorney review of the contract.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 4, 2017 WORK SESSION
PAGE 6**

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

Jeff Allen spoke about a meeting with the three full time officials about working with an architect to set up a security screening service for 14B Court. He stated that they had obtained three quotes for this service, but those quotes were for a set up that had people entering through the main door to the Civic Center. Mr. Allen stated they would like to hire Hobbs and Black because it was the opinion that they would be able to most effectively review the needs of the court and implement those needs.

Mark Nelson, 14B District Court Magistrate stated that meetings on this topic had been conducted as early as two years ago. He stated what they are looking for is screenings at the entrance to the court to ensure people are not bringing weapons or other contraband into the court.

Supervisor Stumbo asked if the recommendation would be brought back to the Board and Mark Nelson stated that it would.

Supervisor Stumbo asked about a safety audit that was conducted by Michigan Supreme Court that stated these safety upgrades were needed. Mark Nelson confirmed these security upgrades were recommended in that audit.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 4, 2017 WORK SESSION
PAGE 7**

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

Supervisor Stumbo stated we have received this grant in the past. She said this would be for the Rosie World Record event on October 14, 2017 at the EMU Convocation Center. She also stated planning had already started for this event and everyone would be kept updated.

OTHER BUSINESS

There was no other business discussed.

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

Jeff Allen stated that there was a contingent amount of \$15,000.00 being recommended by OHM. Mr. Allen stated that he felt it was important to keep the contingent amount in case of any problems. Treasurer Doe asked why there was no contingency in the bid. Mr. Allen stated it was hard to determine the low bidder when the contingency amounts being bid could be all different.

Treasurer Doe stated that construction was scheduled from 7am to 7pm and asked if OHM would be present during this entire time. Mr. Allen responded that he asked OHM to not do full supervision on the project and focus on measurable items, such as placement of the asphalt.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 4, 2017 WORK SESSION
PAGE 8**

Trustee Eldridge asked if the other bid prices could be provided. Mr. Allen stated they could. Mr. Allen pointed out that the bids were in the packet and Trustee Eldridge indicated this information was sufficient for his question.

Trustee Ross Williams asked about the Davis Bacon Act and what the prevailing wages were. Attorney Winters stated there is a publication from the Washtenaw County Clerk's office that details this information with the different classifications of laborers.

Supervisor Stumbo stated that Matt Park's from OHM had estimated the project at \$250,000.00 and the low bid was very close. She stated the bids were better this time due to the time of the bids and the project.

Matt Parks, OHM arrived at the work session. He stated that he set the contract up in a not to exceed amount. He felt there would be supervision needed in the morning for approximately an hour and again in the evening. He said that he was assuming four hours per day, if there were any additional questions during the day that OHM staff needed to return to answer.

Treasurer Doe asked about a statement in the contract referencing bidding assistance and hadn't the Township already paid OHM to administer the bid. Mr. Parks stated this was to prepare the execution of the contract for Best Asphalt and the Township to sign if the low bid was awarded by the Board.

Supervisor Stumbo asked if this project was bid requiring prevailing wage and Mr. Park's confirmed that was correct.

Supervisor Stumbo asked when the work was expected to start. Mr. Parks stated he felt they could start within two and a half to three weeks.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 4, 2017 WORK SESSION
PAGE 9**

- 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**

Jeff Allen stated that Royal Roofing was the low bidder and is the nation's largest roofing company. Mr. Allen stated that a contract would be provided for Attorney Winter's review if the Board awarded the low bid.

Mr. Allen also gave information on a staging area that would need to be used at the Community Center for the work. He also stated that AAATA would be contacted to move the bus stop at the Community Center for approximately two weeks.

Supervisor Stumbo asked who the Garland Company is and Jeff Allen stated they were our roofing consultants.

Treasurer Doe asked about the wall shown in the pictures and if that should be scraped. Mr. Allen stated that was part of the additional work being requested in the motion.

- 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**

Clerk Lovejoy Roe stated that in working with Tim Smith, Golf Course Superintendent they were able to reduce the amount of equipment needed to be purchased because of equipment that is being repaired instead. Clerk Lovejoy Roe stated that Mr. Smith had gotten three quotes for each piece of equipment and that the lowest quotes were also through the National IPA which is a national organization that does bid equipment purchases, but is not yet recognized in the

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 4, 2017 WORK SESSION
PAGE 10**

Township's financial policy. Because of this, she said it is being requested to waive the financial policy.

The meeting was adjourned at approximately 6:27p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Presentation to: Ypsilanti Township Board of Trustees

Manors at Creekside Village



Tuesday, April 4, 2017



Agenda

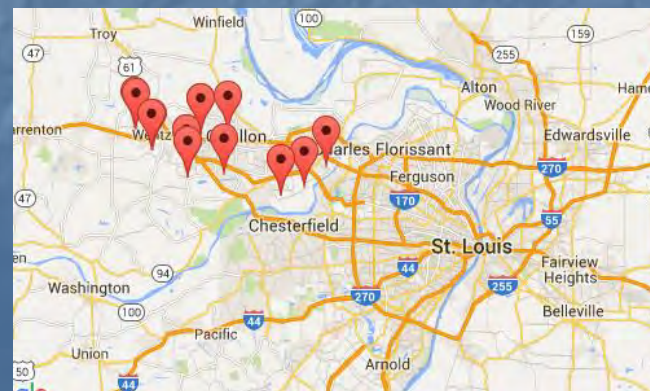
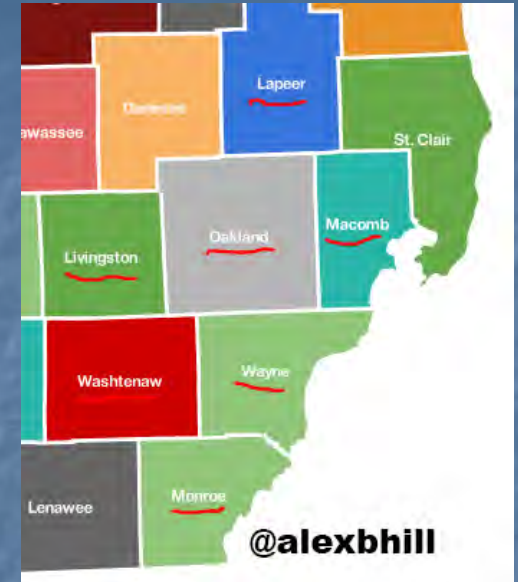
- Introduction to Lombardo Homes
 - Who we are
 - Where we are
 - What we believe
- Manors at Creekside Village
 - Status of Manors
 - Home plans offered
 - Sales updates
 - Manors, Creekside Village South and Majestic Lakes
 - Thank you for release of 5 building permits
 - Request approval of Development Agreement

My objective tonight is to accomplish this in 10 minutes or less...

- Questions

Lombardo Homes

- Maybe you knew...maybe you didn't
 - Founded in 1961; now 2nd generation ownership
 - Presence in 7 counties in SE Michigan
 - Developed > 15, 000 sf lots
 - 2,400 market-rate apartment units
 - Current structure for 400 homes per year
 - Expanded to St. Louis in 2011
 - Cranbrook Custom Homes in 2011



Lombardo Homes

What we believe – Our Vision

- *To positively impact the lives we touch*
 - Will Freeman – 2016 Employee of the Year!
 - Pre-submittal meetings with residents
 - Michigan War Dog Memorial
 - St. Baldrick's
 - Even where we sit at public meetings
 - We try to have fun!



SB Conquer Childhood Cancers

Fundraising

Your donation to the St. Baldrick's Foundation will fund lifesaving children's cancer research. Find out more

\$305,857 \$300,000 GOAL

[Donate](#) By Phone: (888) 899-2253
[Download Donation Form](#)

Top Participants

[View All \(445\)](#)

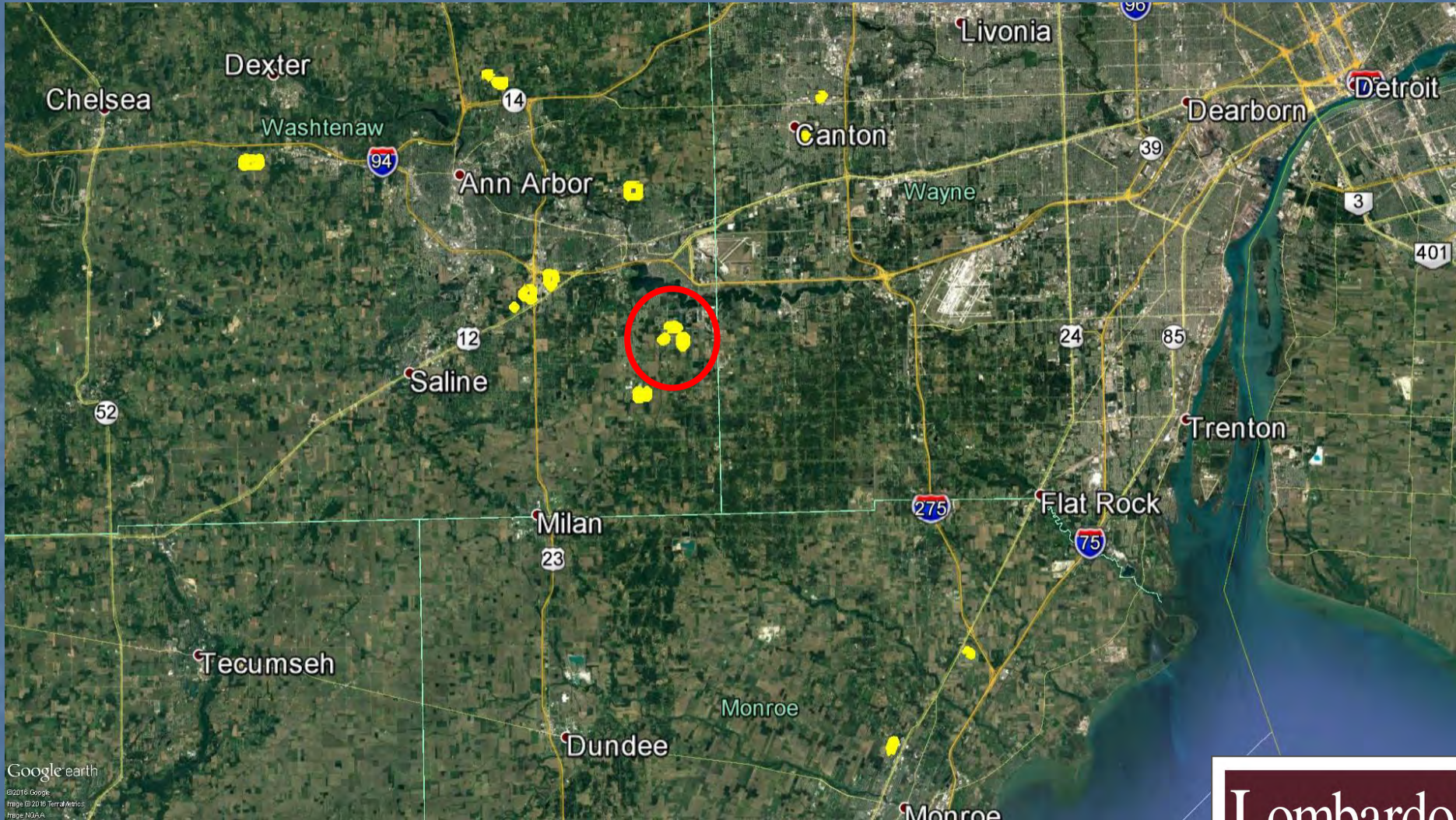
1. Dave Hamilton	\$26,225.00
2. Michael Fiscus	\$10,155.00
3. Justin J.	\$7,651.00

Top Teams

[View All \(54\)](#)

1. Team Lombardy	\$62,357.00
2. Washington Lions	\$35,665.44
3. Bald Bulldogs	\$15,626.00

Lombardo Homes – Regional Presence



Google earth
©2016 Google
Image ©2016 TerraMetrics
Image NOAA

Lombardo
H • O • M • E • S

Over 50 Years of Excellence

Lombardo Homes – In Ypsilanti Township



Google earth

© 2018 Google

Lombardo
H • O • M • E • S

Over 50 Years of Excellence

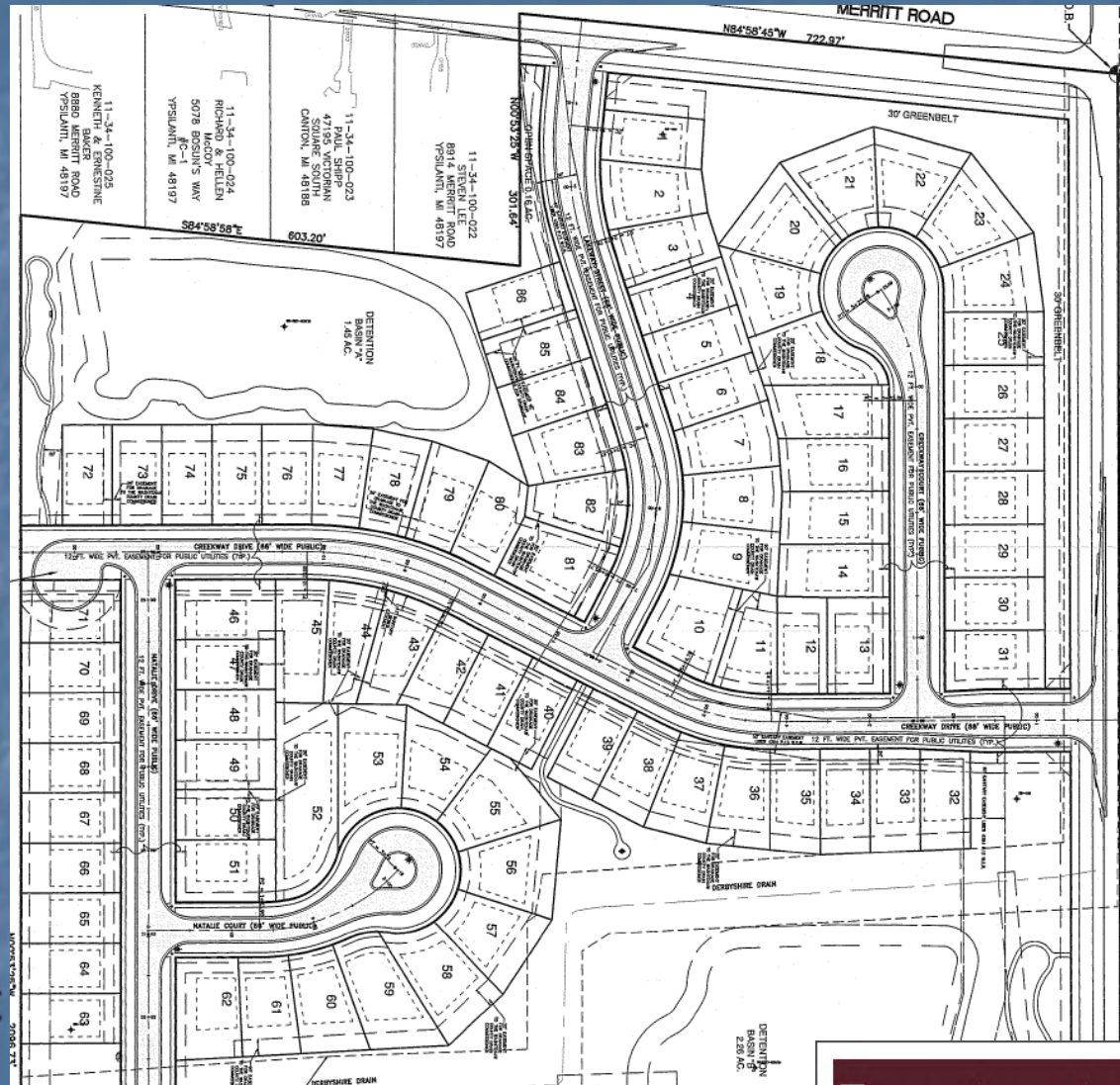
Lombardo Homes – Status of Improvements

Completed

- CV South – SOLD OUT!
- Public water (YCUA)
- Public sanitary (YCUA)
- Public streets (WCRC)
- Public storm (WCWRC)
- Storm water basin
- Developer's sidewalk
- Site grading
- ROW vegetation

Nearly Completed

- Landscaping (LOC)
- Street trees (Cash)
- Development Agreement
 - Draft provide by twp.
 - Requesting approval tonight!



Manors at Creekside Village – Plans Offered

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

Nature Series

THE BROOKE

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

Lombardo
H • O • M • E • S



European Romantic



Early American



Craftsman



American Traditional



American Country

Rev. 11/18/16

13001 23 Mile Road, Suite 200 | Shelby Township, MI 48315 | (888) 9-LOMBARDO | LombardoHomes.com



Rev. 08/21/16

13001 23 Mile Road, Suite 200 | Shelby Township, MI 48315 | (888) 9-LOMBARDO

Lombardo
H • O • M • E • S

Over 50 Years of Excellence

Ranch plans only

Lombardo Homes

Manors at Creekside Village

- Sales status
- 11 sold
 - \$225,200 ave. sales price
 - \$253,900 max. (so far!)
- — 4 customer reservations

Creekside Village South

- SOLD OUT!!!
 - \$209,500 ave. first 5 sold
 - \$224,800 ave. last 5 sold
 - \$251,205 max. sale price

Majestic Lakes

- 15 sold
 - \$265,000 ave. sales price
 - \$292,100 max. (so far!)
- 1 customer reservation



- = Spec
- = Closed
- = Sold
- = Unreleased
- = Available
- = Customer Reserved

Manors at Creekside Site Map

STATUS March 15th, 2017



Obtained building permits for
lots 69, 48, 68, 29 and 30



Rev 3/31/14

This artist's rendering is for illustrative purposes only. All dimensions are approximate. All features and amenities, trees, water bodies, rivers, ponds, ditches, playgrounds, swimming pools, recreational facilities, pathways, sidewalks, manmade, may or may not be built and are not guaranteed by the developer or builder. Please contact the Sales Office for more information on community features and amenities and exact home site dimensions.



Over 50 Years of Excellence

Manors at Creekside Village – Fall 2016

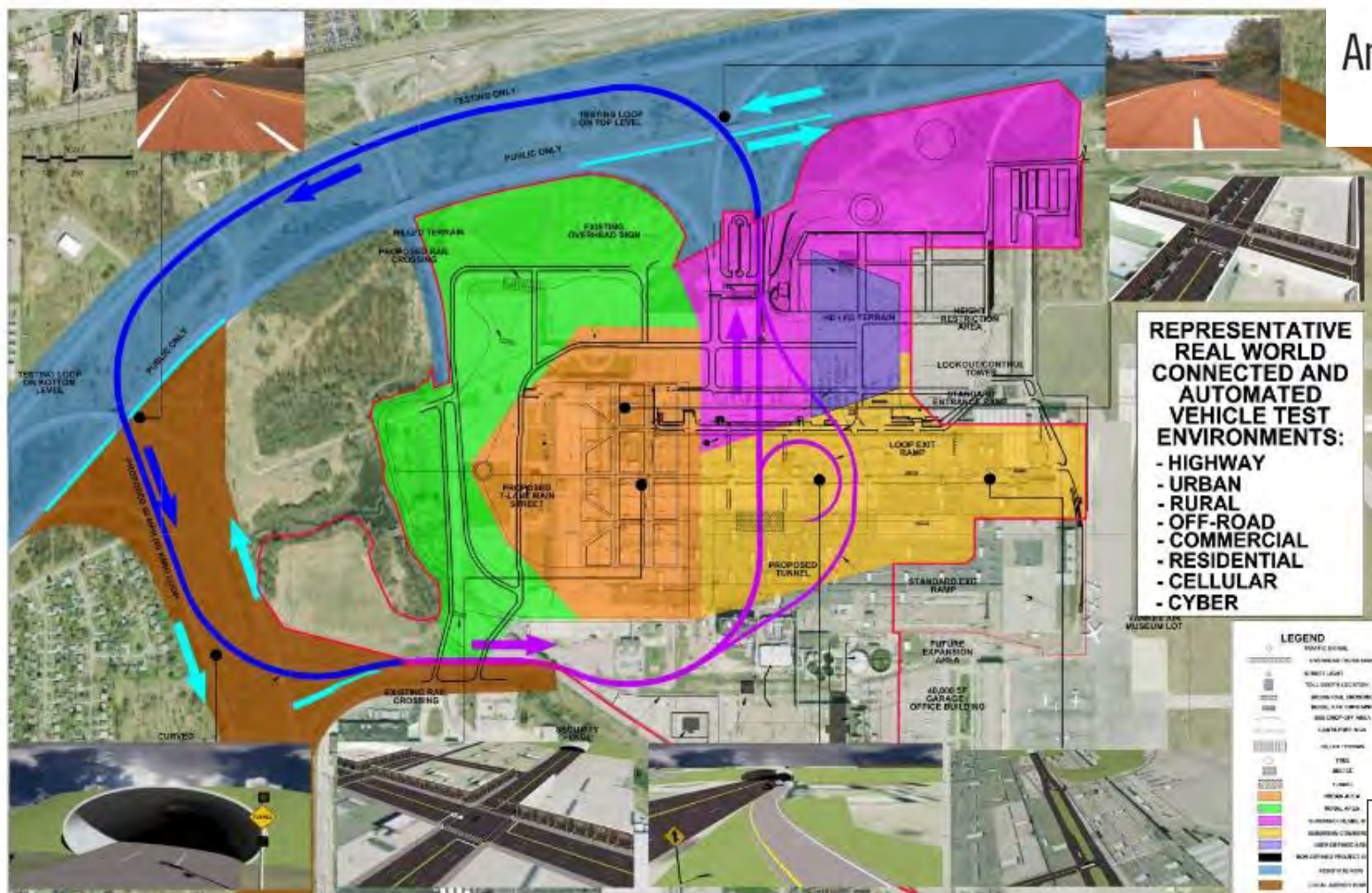


Exciting Time to be in Ypsilanti Township!

- Congratulations!
- We are proud to be here



American Center
for Mobility



**REPRESENTATIVE
REAL WORLD
CONNECTED AND
AUTOMATED
VEHICLE TEST
ENVIRONMENTS:**

- HIGHWAY
- URBAN
- RURAL
- OFF-ROAD
- COMMERCIAL
- RESIDENTIAL
- CELLULAR
- CYBER

DRAFT SITE LAYOUT - AMERICAN CENTER FOR MOBILITY

YPSILANTI TWP., MICHIGAN

THANK YOU



How did we do on time?

Questions

Lombardo Homes

■ Notes:

- _____
- _____
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- _____



A Greg Windingland Production
Copyright Lombardo Homes 2017

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES FOR TUESDAY, APRIL 4, 2017 REGULAR MEETING**

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

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser, Township Resident spoke about the possible moving of Ypsilanti Middle School to a different location and the Ypsilanti Community Schools Millage Election on May 2, 2017.

JoAnn McCollum, Township Resident thanked the Board for all they do for the residents. She also asked about Gates St. in West Willow where a pole is down and when it may be repaired.

Timothy King, spoke about the Willow Run Bomber Plant Memorial and honoring thirty two men who were killed on the USS Arizona.

CONSENT AGENDA

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

A. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR APRIL 4, 2017 IN THE AMOUNT OF \$546,800.**

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

Motion carried unanimously.

ATTORNEY REPORT

- A. GENERAL LEGAL UPDATE – No report**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF TUESDAY, APRIL 4, 2017 REGULAR MEETING
PAGE 2**

NEW BUSINESS

1. BUDGET AMENDMENT #5

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment #5 (see attached).

The motion carried unanimously.

2. REQUEST APPROVAL OF THE PLANNED DEVELOPMENT AGREEMENT FOR THE MANORS AT CREEKSIDE VILLAGE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Planned Development Agreement for the Manors at Creekside Village (see attached).

Attorney Winters indicated the agreement was in proper form for signing.

The motion carried unanimously.

3. REQUEST FOR AUTHORIZATION TO PROCEED WITH ISSUING A REQUEST FOR QUALIFICATIONS FOR A MASTER DEVELOPER FOR THE SEAVER FARMS PARCEL

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to authorize the issuance of a Request for Qualifications for a Master Developer for the Seaver Farms Parcel.

Supervisor Stumbo stated this would be brought back to the Board and that Attorney Winter's would be involved in the RFQ process.

The motion carried unanimously.

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

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

The motion carried unanimously.

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MINUTES OF TUESDAY, APRIL 4, 2017 REGULAR MEETING
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- 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**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross Williams 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 subject to the development of the contract and approval of the contract by the Attorney.

The motion carried unanimously.

- 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**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to approve the grant application for the 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.

Supervisor Stumbo stated this is a grant we receive every year and that the Rosie World Record event would be held Saturday, October 14, 2017 at the EMU Convocation Center.

Treasurer Doe stated he thought a matching fund contribution of \$2,000.00 was required. Clerk Lovejoy Roe responded that for this year's grant application a partner was required with each group contributing \$1,000.00

The motion carried unanimously.

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**

A motion was made by Treasurer Doe, supported by Trustee Ross Williams to award the low bid for the Green Oaks Golf Cart Path Improvements to Best

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF TUESDAY, APRIL 4, 2017 REGULAR MEETING
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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 contingent upon attorney review and approval of the contract.

Supervisor Stumbo stated she was glad to see this capital improvement move forward, as it has been discussed for several years. She also thanked Jeff Allen for his work moving the project forward.

The motion carried unanimously.

- 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**

A motion was made by Trustees Wilson, supported by Trustee Jarrell Roe 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 a 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 contingent upon the contract being approved by the Township Attorney before signing.

The motion carried unanimously.

- 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**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson 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 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.

Trustee Ross Williams asked to clarify why the financial policy was being waived. Supervisor Stumbo responded the financial policy was being waived because even though there are three quotes present for each item being purchased, the financial policy states that sealed bids should have been obtained because the items exceed \$7,500.00.

The motion carried unanimously.

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A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross Williams to Adjourn.

The meeting was adjourned at approximately 7:23p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**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>\$355,010.00</u>
Expenditures:	Capital Outlay - Tyler Dam Project	101-970-000-971.100	\$355,010.00
		Net Expenditures	<u>\$355,010.00</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>\$184,297.00</u>
Expenditures:	Contribution to Golf Course	101-999-000-969.584	\$184,297.00
		Net Expenditures	<u>\$184,297.00</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>\$20,000.00</u>
Expenditures:	Equipment	101-774-000-977.000	\$20,000.00
		Net Expenditures	<u>\$20,000.00</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>
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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>
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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.

**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: Brenda L. Stumbo

Its: Supervisor

April 5, 2017

CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation

By: Karen Lovejoy Roe

Its: Clerk

April 5, 2017

STATE OF Michigan)
)SS
COUNTY OF Washtenaw)

On this 5th day of April, 2017, the foregoing instrument was acknowledged before me by Brenda L. Stumbo Supervisor, and Karen Lovejoy Roe Clerk, of Charter Township of Ypsilanti, a Michigan municipal corporation on behalf of the corporation.

DEBORAH A. GRAHAM
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires Oct. 9, 2018
Acting in the County of Washtenaw

Deborah A. Graham
_____, Notary Public
Washtenaw County, Michigan
My Commission Expires: October 9, 2018
Acting in Washtenaw 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

CREEKSID VILLAGE SOUTH

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

DEVELOPER

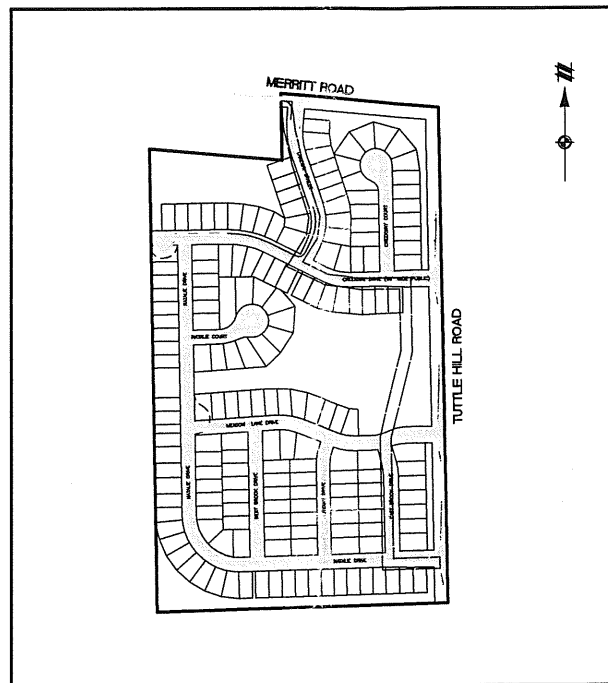
PULTE LAND DEVELOPMENT CORPORATION
26622 WOODWARD AVENUE, SUITE 110
ROYAL OAK, MICHIGAN 48067
248-546-2300 (PHONE)
248-414-7049 (FAX)

ENGINEER/SURVEYOR

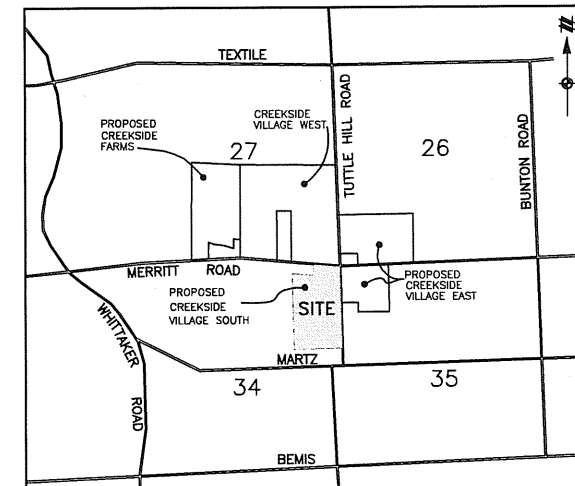
ATWELL-HICKS, INC.
7927 NEMCO WAY, SUITE 100
BRIGHTON, MICHIGAN 48116
810-225-6000 (PHONE)
810-225-9600 (FAX)

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.: 0.0989 CFS
PEAKING FACTOR:	(18+(P/1000) ^{0.5})/((4+(P/1000) ^{0.5}): 3.92
PEAK FLOW:	AVERAGE FLOW x PEAKING FACTOR: 0.3788 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)	
THEREFORE, 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: 1.8668 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)	
THEREFORE, 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

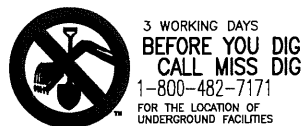
-THE PRELIMINARY SITE PLAN WAS APPROVED AS A P.D. STAGE 1 ON 5-4-99 AS DERBYSHIRE ESTATES.

*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

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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 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.

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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 810 786 9800

Naperville, IL 630 577 0800

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

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

CAD FILE	LV01514SF-01-CV.dwg
DATE	2/15/00

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

REVISIONS

DATE 2/15/00

DR. RMC | CH. SCS

P.M. P. HEPP

BOOK 1099

JOB LV01514

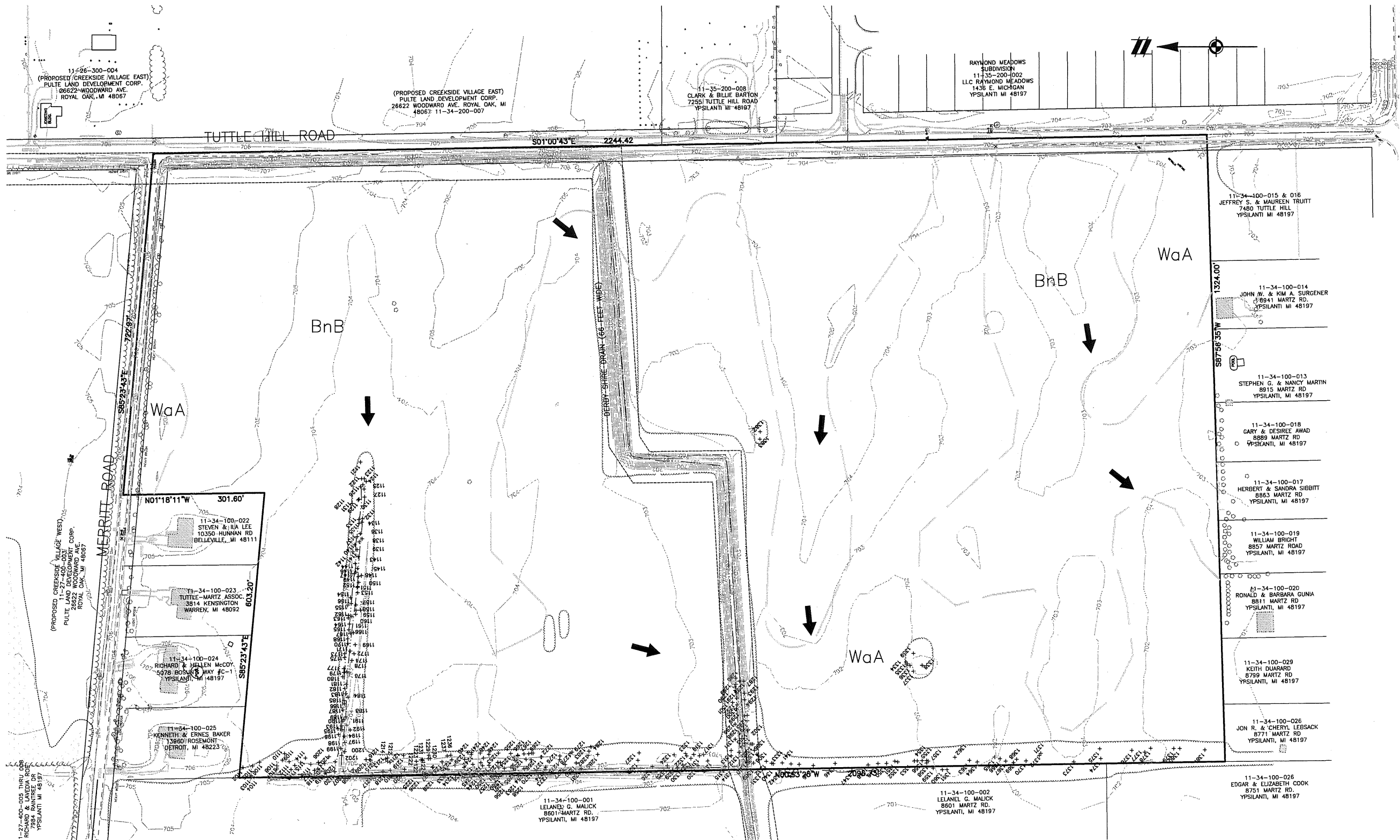
FILE NO.

458-221-01



SCALE 0 200 400
1" = 400 FEET

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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

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
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

REVISIONS
DATE 2/15/00



SCALE 0 50 100
1" = 100 FEET

DR. RMC	CH. SCS
P.N. P. HEPP	
BOOK 1099	
JOB LV01514	
FILE NO.	
458-221-02	



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

SOIL LEGEND:

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

➔ EXIST. DRAINAGE PATTERN

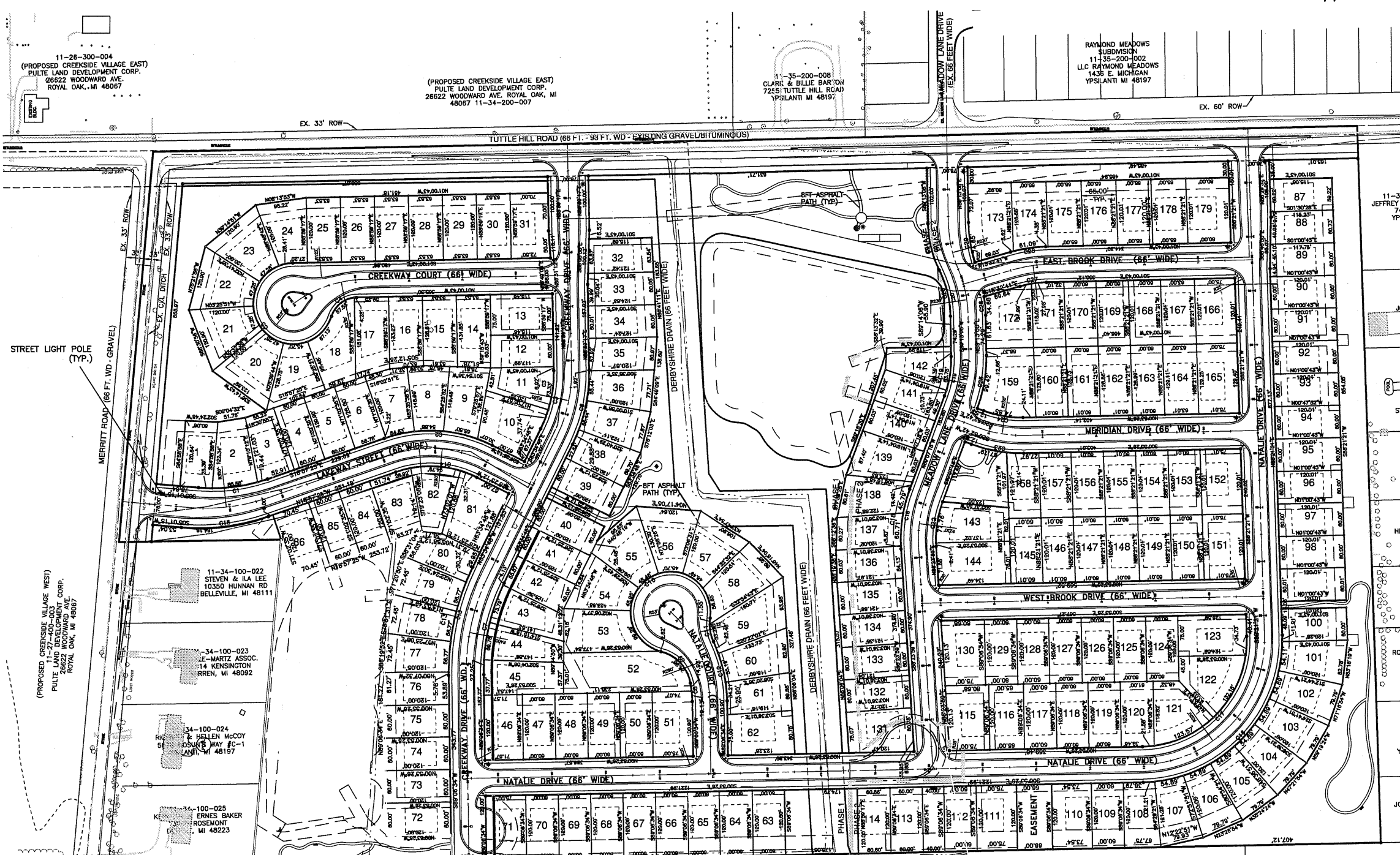
NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

- 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

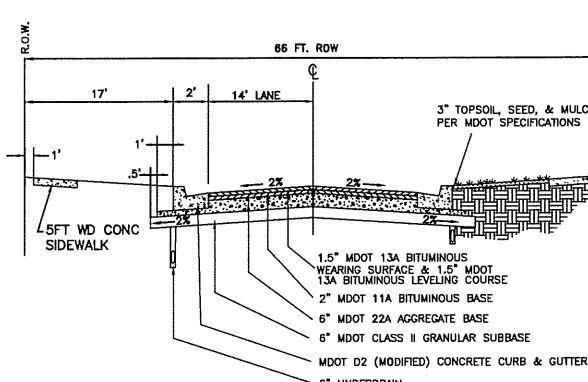


LOT SIZE CHART

AREA	WIDTH	#	AREA	WIDTH	
1	7,311 SF.	60.03'	81	7,200 SF.	60.00'
2	8,393 SF.	78.66'	82	7,200 SF.	60.00'
3	7,671 SF.	68.80'	83	7,200 SF.	60.00'
4	7,200 SF.	60.00'	84	7,200 SF.	60.00'
5	7,200 SF.	60.00'	85	7,200 SF.	60.00'
6	7,200 SF.	60.00'	86	7,200 SF.	60.00'
7	8,124 SF.	60.10'	87	7,200 SF.	60.00'
8	8,103 SF.	60.09'	88	7,200 SF.	60.00'
9	8,624 SF.	67.65'	89	7,201 SF.	60.01'
10	10,568 SF.	101.00'	90	7,202 SF.	60.00'
11	7,356 SF.	72.36'	101	8,107 SF.	60.11'
12	8,982 SF.	60.00'	102	7,879 SF.	60.11'
13	8,459 SF.	75.00'	103	7,879 SF.	60.11'
14	8,426 SF.	63.53'	104	7,879 SF.	60.11'
15	8,274 SF.	63.53'	105	7,879 SF.	60.11'
16	8,316 SF.	63.53'	106	7,879 SF.	60.11'
17	9,018 SF.	63.55'	107	8,028 SF.	60.11'
18	9,744 SF.	116.13'	108	7,554 SF.	60.02'
19	8,232 SF.	60.94'	109	7,200 SF.	60.00'
20	9,637 SF.	63.04'	110	8,825 SF.	73.54'
21	9,434 SF.	63.04'	111	9,000 SF.	75.00'
22	9,434 SF.	63.04'	112	7,200 SF.	60.00'
23	9,434 SF.	63.04'	113	7,200 SF.	60.00'
24	8,669 SF.	63.42'	114	7,288 SF.	60.81'
25	7,624 SF.	63.53'	115	9,341 SF.	78.18'
26	7,624 SF.	63.53'	116	7,800 SF.	65.00'
27	7,624 SF.	63.53'	117	7,200 SF.	60.00'
28	7,624 SF.	63.53'	118	7,200 SF.	60.00'
29	7,624 SF.	63.53'	119	7,200 SF.	60.00'
30	7,624 SF.	63.53'	120	7,312 SF.	61.06'
31	8,482 SF.	71.25'	121	9,032 SF.	105.14'
32	7,527 SF.	63.57'	122	9,452 SF.	111.26'
33	7,407 SF.	60.03'	123	9,048 SF.	78.18'
34	7,564 SF.	60.01'	124	7,200 SF.	60.00'
35	7,467 SF.	60.00'	125	7,200 SF.	60.00'
36	7,824 SF.	60.09'	126	7,200 SF.	60.00'
37	7,980 SF.	60.09'	127	7,200 SF.	60.00'
38	7,855 SF.	60.03'	128	7,200 SF.	60.00'
39	7,200 SF.	60.00'	129	7,200 SF.	60.00'
40	7,200 SF.	60.00'	130	9,341 SF.	78.50'
41	7,200 SF.	60.00'	131	9,380 SF.	78.58'
42	7,230 SF.	60.00'	132	7,253 SF.	78.18'
43	7,999 SF.	66.48'	133	7,272 SF.	60.00'
44	7,891 SF.	64.44'	134	7,280 SF.	60.00'
45	9,057 SF.	63.73'	135	7,308 SF.	60.00'
46	8,588 SF.	71.57'	136	7,258 SF.	60.00'
47	7,200 SF.	60.00'	137	7,210 SF.	60.00'
48	7,200 SF.	60.00'	138	8,349 SF.	64.57'
49	7,200 SF.	60.00'	139	8,838 SF.	65.75'
50	7,200 SF.	60.00'	140	7,204 SF.	60.03'
51	8,894 SF.	75.00'	141	7,212 SF.	60.03'
52	16,853 SF.	117.80'	142	7,373 SF.	72.89'
53	10,806 SF.	85.18'	143	9,186 SF.	60.30'
54	8,727 SF.	60.94'	144	10,594 SF.	65.40'
55	9,819 SF.	60.94'	145	7,201 SF.	60.01'
56	9,785 SF.	60.94'	146	7,201 SF.	60.01'
57	8,872 SF.	60.94'	147	7,201 SF.	60.01'
58	10,191 SF.	72.80'	148	7,201 SF.	60.01'
59	10,483 SF.	64.91'	149	7,201 SF.	60.01'
60	8,511 SF.	60.44'	150	7,201 SF.	60.01'
61	7,657 SF.	62.18'	151	9,001 SF.	75.01'
62	9,435 SF.	76.18'	152	9,001 SF.	75.01'
63	7,200 SF.	60.00'	153	7,201 SF.	60.01'
64	7,200 SF.	60.00'	154	7,201 SF.	60.01'
65	7,200 SF.	60.00'	155	7,201 SF.	60.01'
66	7,200 SF.	60.00'	156	7,201 SF.	60.01'
67	7,200 SF.	60.00'	157	7,201 SF.	60.01'
68	7,200 SF.	60.00'	158	7,222 SF.	60.09'
69	7,200 SF.	60.00'	159	11,891 SF.	102.89'
70	7,200 SF.	60.00'	160	7,200 SF.	60.00'
71	9,000 SF.	75.00'	161	7,728 SF.	60.01'
72	7,200 SF.	60.00'	162	7,735 SF.	60.01'
73	7,200 SF.	60.00'	163	7,743 SF.	60.01'
74	7,200 SF.	60.00'	164	8,138 SF.	63.01'
75	7,200 SF.	60.00'	165	8,138 SF.	63.01'
76	7,256 SF.	60.00'	166	9,001 SF.	75.00'
77	7,700 SF.	60.04'	167	7,580 SF.	63.00'
78	7,888 SF.	60.04'	168	7,200 SF.	60.00'
79	7,498 SF.	60.04'	169	7,200 SF.	60.00'
80	7,239 SF.	62.02'	170	7,200 SF.	60.00'
81	10,880 SF.	95.18'	171	7,182 SF.	58.82'
82	7,972 SF.	82.75'	172	9,479 SF.	89.84'
83	8,628 SF.	77.02'	173	11,015 SF.	80.31'
84	7,200 SF.	60.00'	174	7,800 SF.	65.00'
85	7,200 SF.	60.00'	175	7,800 SF.	65.00'
86	8,454 SF.	70.45'	176	7,800 SF.	65.00'
87	8,677 SF.	60.00'	177	7,800 SF.	65.00'
88	7,003 SF.	60.00'	178	7,800 SF.	65.00'
89	7,150 SF.	60.04'	179	8,601 SF.	80.00'
90	7,200 SF.	60.00'			



LIGHT POLE SPECIFICATIONS:
 DESCRIPTION: THE LIGHTING POST SHALL BE ALL CAST ALUMINUM CONSTRUCTION MANUFACTURED WITH AN OCCASIONAL DESIGN OF ALTERNATING FLAT AND CONVEX SIDES.
 MATERIALS: THE BASE MATERIAL SHALL BE HEAVY MILD CAST ALUMINUM, FORMED TRUE TO THE PATTERN WITH COMPLETE DETAIL. ALL HARDWARE SHALL BE TAPER HEAD STAINLESS STEEL. ANCHOR BOLTS SHALL BE HOT DIPPED GALVANIZED.
 DIMENSIONS: THE POST SHALL BE 8"-10" IN HEIGHT AND SHALL TAPER FROM 4.25" AT THE BASE TO 2" AT THE TOP. THE TOP OF THE POST SHALL BE PROVIDED WITH A 7" POST CAP FOR LUMINAIRE MOUNTING.
 INSTALLATION: THE POST SHALL BE PROVIDED WITH FOUR 3/4" DIAMETER BY 24" LONG L-1 TYPE ANCHOR BOLTS TO BE INSTALLED ON A 1/2" DIAMETER ROCKET OR GLENE A DOOR SHALL BE PROVIDED IN THE BASE FOR EASY ACCESS TO THE POST. A DRILLING GUIDE SHALL BE PROVIDED FOR THE BASE OF THE POST.
 FINISH: THE POST SHALL BE SHIPPED PREFINISHED WITH A POLYURETHANE COATING. COLORS AVAILABLE: BLACK (R), EDWARD GREEN (G), DARK BRONZE (DB), OR DARK GREEN (DC). CUSTOM COLORED (CC) OR PAINT FINISHED (PF) POSTS ARE ALSO AVAILABLE.

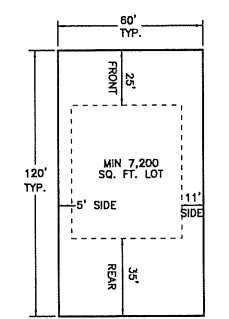


SITE DATA P.D. STAGE I

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

SITE DATA P.D. STAGE II

SITE AREA: 66.27 GROSS
 ZONING: P.D.
 UNIT SIZE: 60 x 120 MIN. (7200 S.F.)
 NUMBER OF LOTS: 179
 OPEN SPACE REQUIRED: 8.753 AC. PER P.D. STAGE I APPROVAL
 OPEN SPACE PROVIDED: 9.18 AC.
 DENSITY: 2.70 DU/AC
 MAXIMUM UNIT COVERAGE: 35%
 MAXIMUM FLOOR AREA RATIO: 35%



NOTES:

- SITE IS PROPOSED TO BE SERVED BY PUBLIC SEWER AND WATER.
- ALL TELEPHONE, ELECTRIC AND CABLE LINES TO BE PLACED UNDERGROUND ENTIRELY WITHIN PRIVATE EASEMENTS.
- SOIL EROSION AND SEDIMENTATION CONTROL WILL COMPLY WITH PART 91, 1994 PA 451 AS AMENDED.
- 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.
- PROPOSED IMPROVEMENTS WITHIN MERRITT ROAD AND TUTTLE HILL ROAD RIGHT-OF-WAY ARE BASED ON BASIC SPEED LAW OF 55 MPH.
- ALL ROADS PROPOSED ARE PUBLIC.

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

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

CAD FILE: LV01514SF-03-L.dwg

7/23/04 Per Twp. Revisions
 8/18/04 Per Twp. Revisions
 9-17-04 Twp. Submittal

REVISIONS

DATE: 2/15/00

SCALE 0 50 100
 1" = 100 FEET

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 FILE NO. 458-221-03

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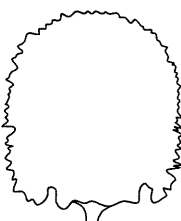
LEGEND

- 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.

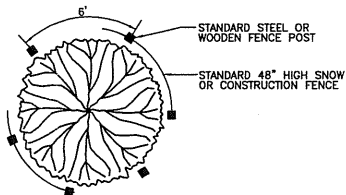
DEWATERING: ALL SLURRY RESULTING FROM ANY DEWATERING OPERATION SHALL BE PUMPED TO EITHER A SEDIMENT CONTAINMENT BAG OR A SUMP LOCATED AWAY FROM THE WATERCOURSE AND ALLOWED TO FILTER THROUGH NATURAL UPLAND VEGETATION OR GRAVEL FILTERS FOR A SUFFICIENT DISTANCE TO REMOVE SUSPENDED PARTICLES PRIOR TO THE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

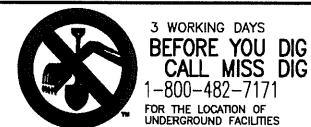
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458-221-04

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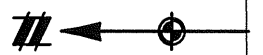
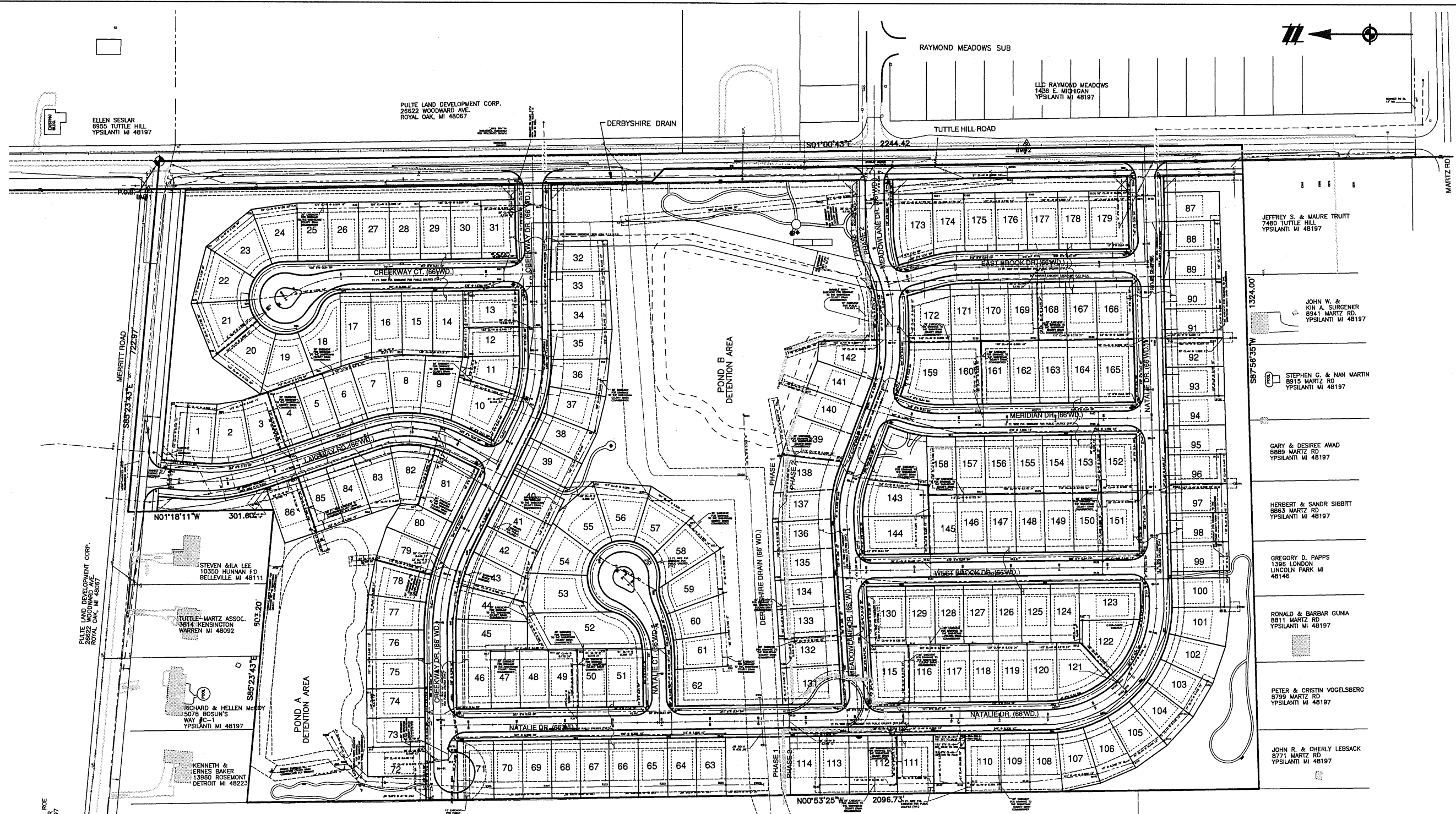


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LEGEND

- 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
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
UTILITY PLAN

CAD FILE
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7/23/04 Per Twp. Revisions
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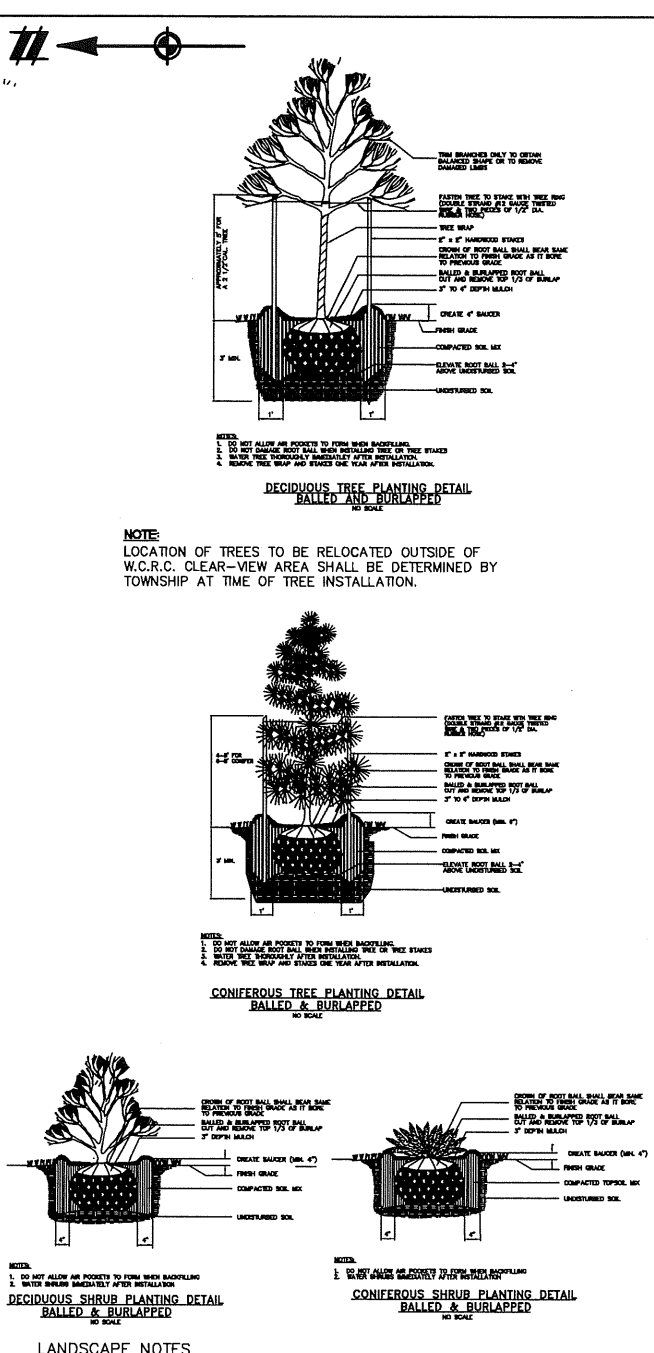
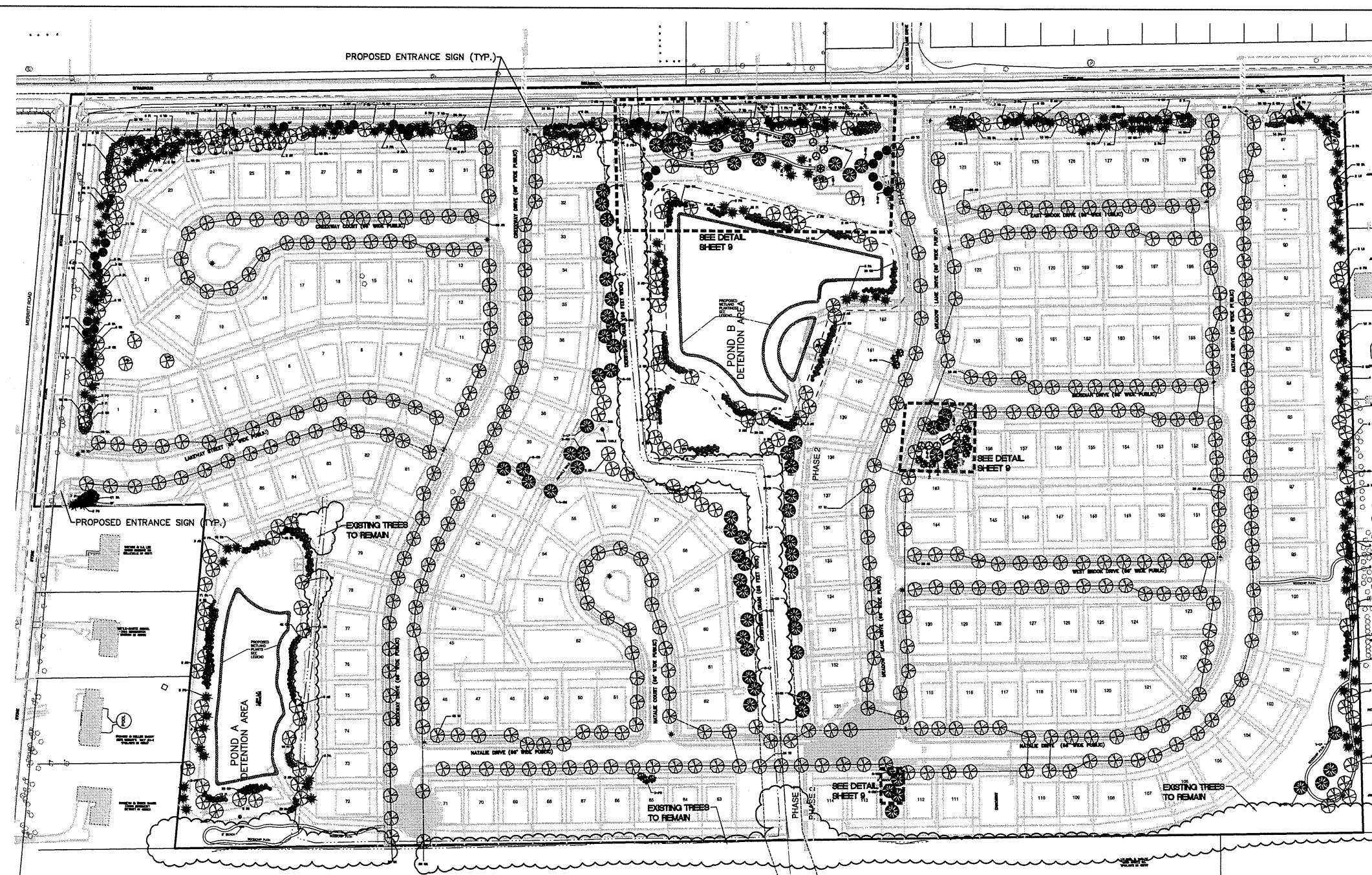
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LANDSCAPE NOTES

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			
Deciduous Trees		25'	25'+
01 per 40 lf		18	18
Evergreen Trees		24	24
15'oc & 50% of length 6' HL			
Ornamental Trees		8	8
01 per 100 lf			
Shrubs		145	145
01 per 5 lf			

Greenbelt Screening - Merritt Road - 723 l.f.

REQUIRED	PROPOSED
Deciduous Trees	25'
01 per 40 lf	25'+
Evergreen Trees	24
15'oc & 50% of length 6' HL	
Ornamental Trees	8
01 per 100 lf	
Shrubs	145
01 per 5 lf	

Greenbelt Screening - Tuttle Hill Road - 2,245 l.f.

REQUIRED	PROPOSED
Deciduous Trees	25'
01 per 40 lf	25'+
Evergreen Trees	24
15'oc & 50% of length 6' HL	
Ornamental Trees	8
01 per 100 lf	
Shrubs	145
01 per 5 lf	

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

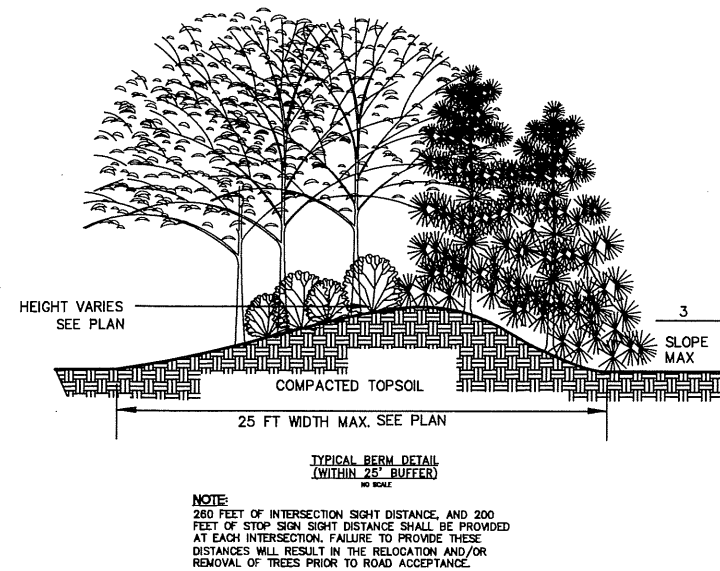
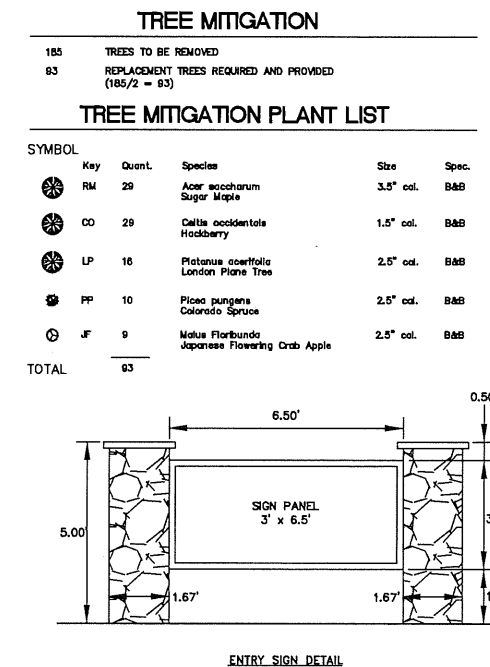
Wetland vegetation areas are to have a mix of the following:

- 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.	
RA	301	Rhus ornaticolor 'Grow Lo' Grow Lo Sumac	24" ht.	cont.		
EVERGREENS	PR	49	Pinus resinosa Red Pine	6' ht.	B&B	
	PA	63	Picea abies Norway Spruce	6' ht.	B&B	
	PO	64	Picea glauca White spruce	6' ht.	B&B	



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YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

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

CAO FILE: LV01514SF-05-LA.dwg

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

REVISIONS

DATE: 2/15/00

SCALE: 0 50 100
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SECTION	34
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

CG FILE: LV01514SF-06-AP.dwg

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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

	WDCD\WCRC EASEMENTS	3.69 ACRES
	DETENTION PONDS	3.71 ACRES
TOTAL ADDITIONAL OPEN SPACE		7.40 ACRES



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CREEKSIDE VILLAGE SOUTH
FINAL SITE PLAN
P.D. STAGE II

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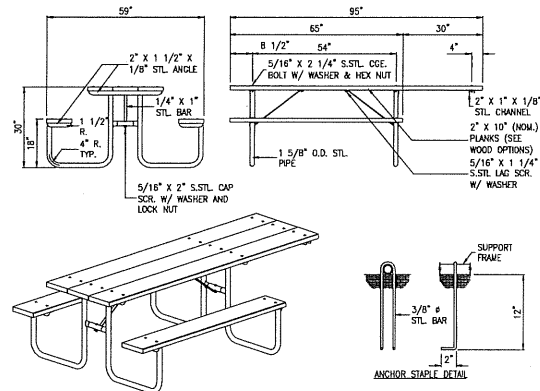
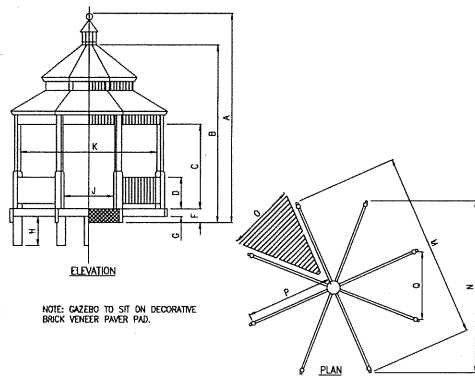
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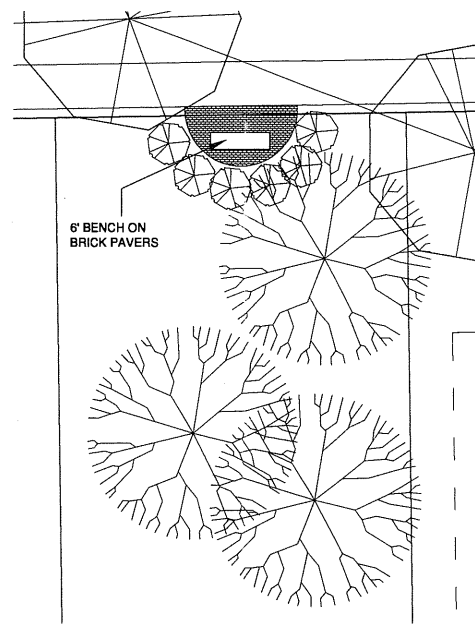
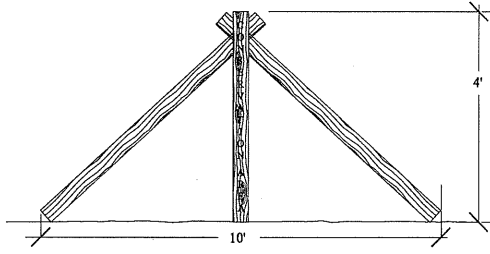
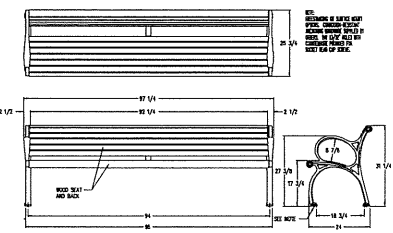


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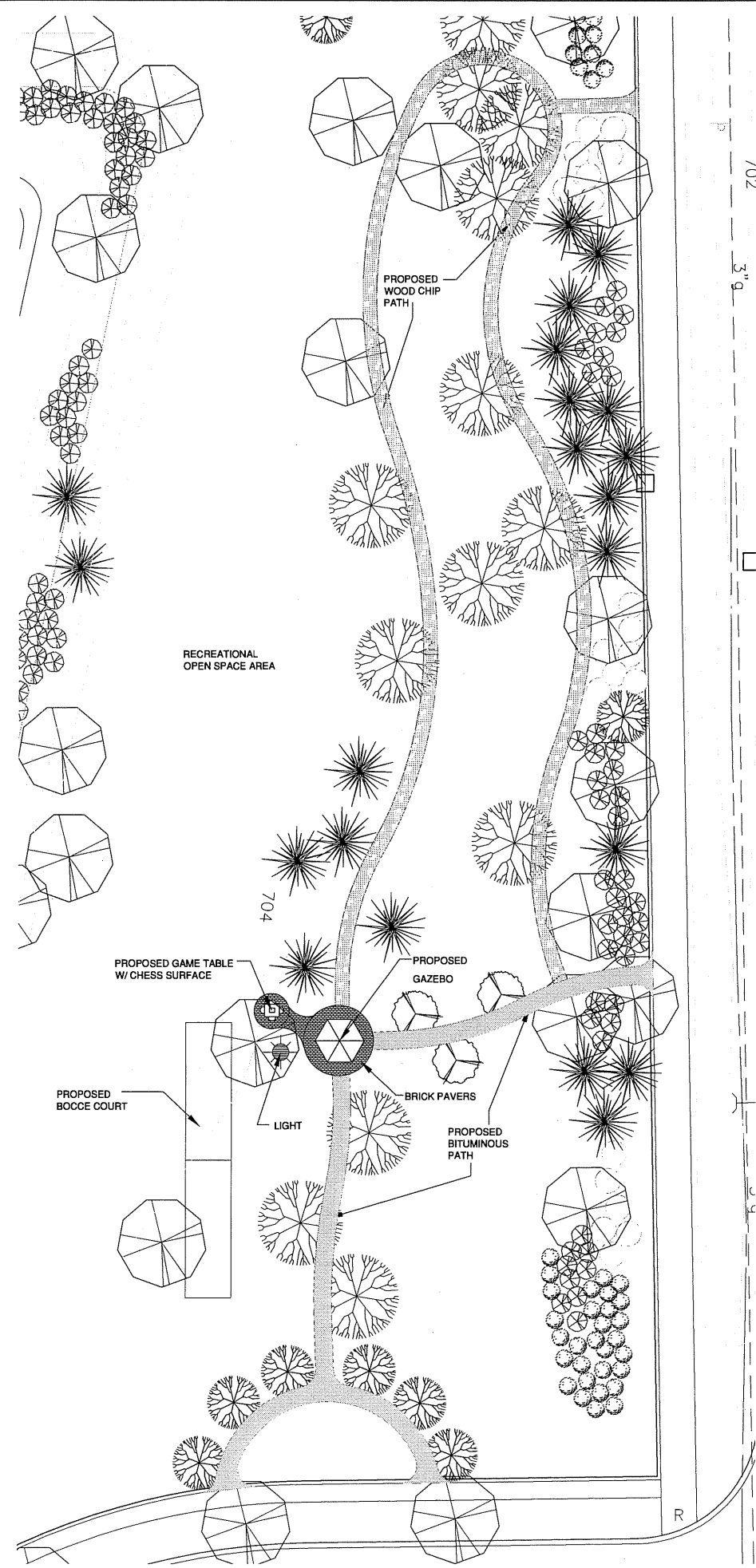
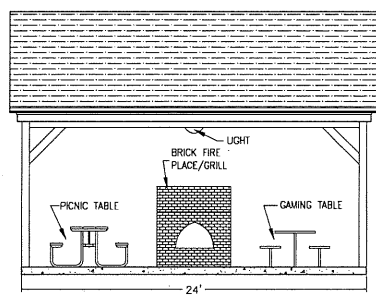
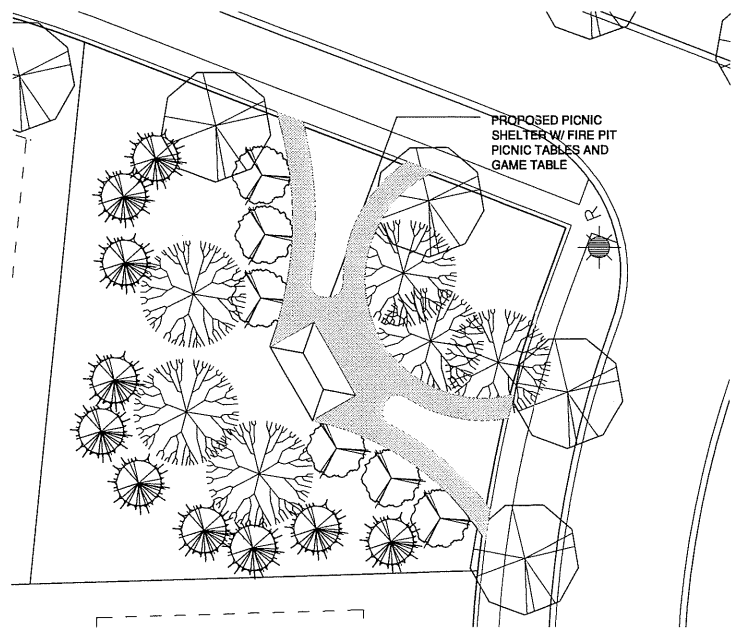
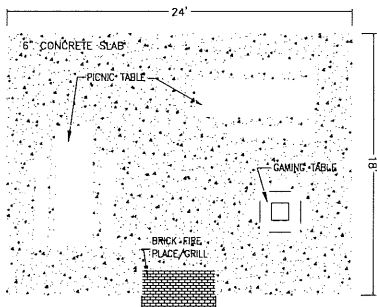
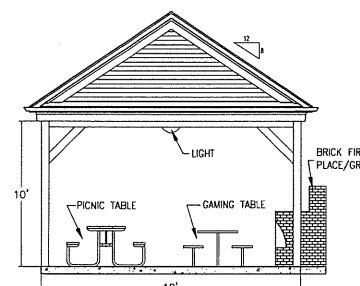
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. ALL MODULAR GAZEBO COMPONENTS ARE PREFABRICATED KILN-DRIED WESTERN RED CEDAR.
4. VICTORIAN OR QUEEN ANNE RAILS AND FETS COMBINE WITH A SINGLE OR TWO-TIERED ROOF.
5. EXPLICIT INSTRUCTIONS ARE 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'



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

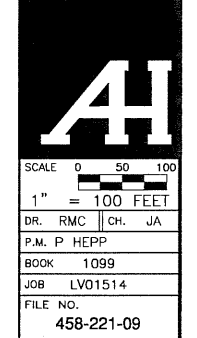
P.M. P. HEPP

BOOK 1099

JOB LVO1514

FILE NO.

458-221-09





LEGEND

- 1101 14" WALNUT TREE TO BE SAVED
- 1101-14" WALNUT TREE TO BE REMOVED

TREE INVENTORY AND REMOVAL LIST

TAG#	SIZE-TYPE	TAG#	SIZE-TYPE	TAG#	SIZE-TYPE	TAG#	SIZE-TYPE	TAG#	SIZE-TYPE	TAG#	SIZE-TYPE		
1101	14" WALNUT	1102	14" WALNUT	1103	10" BASSWOOD	1104	10" ASH	1105	10" WALNUT	1106	8" Sycamore	1107	14" Sycamore
1108	14" Sycamore	1109	14" Sycamore	1110	14" Sycamore	1111	24" Cottonwood	1112	8" Basswood	1113	12" Sycamore	1114	16" Sycamore
1115	24" Maple	1116	8" Sycamore	1117	24" Sycamore	1118	8" Sycamore	1119	8" Sycamore	1120	8" Sycamore	1121	8" Sycamore
1122	8" Bass	1123	24" Cottonwood	1124	24" Cottonwood	1125	24" Cottonwood	1126	24" Cottonwood	1127	24" Cottonwood	1128	24" Cottonwood
1129	24" Cottonwood	1130	24" Cottonwood	1131	24" Cottonwood	1132	24" Cottonwood	1133	24" Cottonwood	1134	24" Cottonwood	1135	24" Cottonwood
1136	24" Cottonwood	1137	24" Cottonwood	1138	24" Cottonwood	1139	24" Cottonwood	1140	24" Cottonwood	1141	24" Cottonwood	1142	24" Cottonwood
1143	24" Cottonwood	1144	24" Cottonwood	1145	24" Cottonwood	1146	24" Cottonwood	1147	24" Cottonwood	1148	24" Cottonwood	1149	24" Cottonwood
1150	24" Cottonwood	1151	24" Cottonwood	1152	24" Cottonwood	1153	24" Cottonwood	1154	24" Cottonwood	1155	24" Cottonwood	1156	24" Cottonwood

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

FOR THE LOCATION OF UNDERGROUND FACILITIES

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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
TREE SURVEY/INVENTORY

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

CAD FILE: LV01514SF-10-TR.dwg

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

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. 458-221-10

**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)

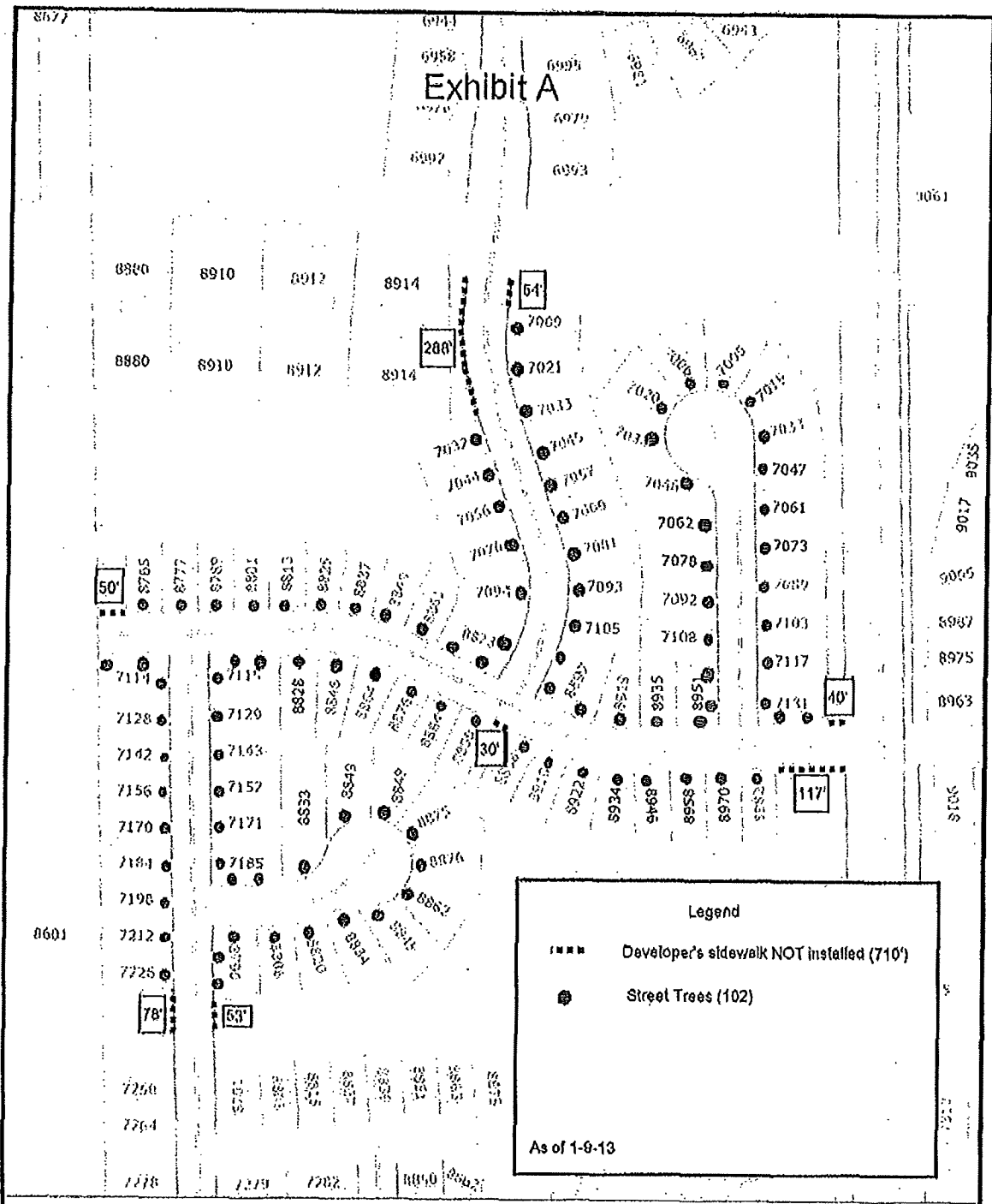
The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Karen Louise Rose, the Clerk of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

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

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



Nature Series

THE FRANKLIN

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

Lombardo
H • O • M • E • S



 **Craftsman**



 **European Romantic**



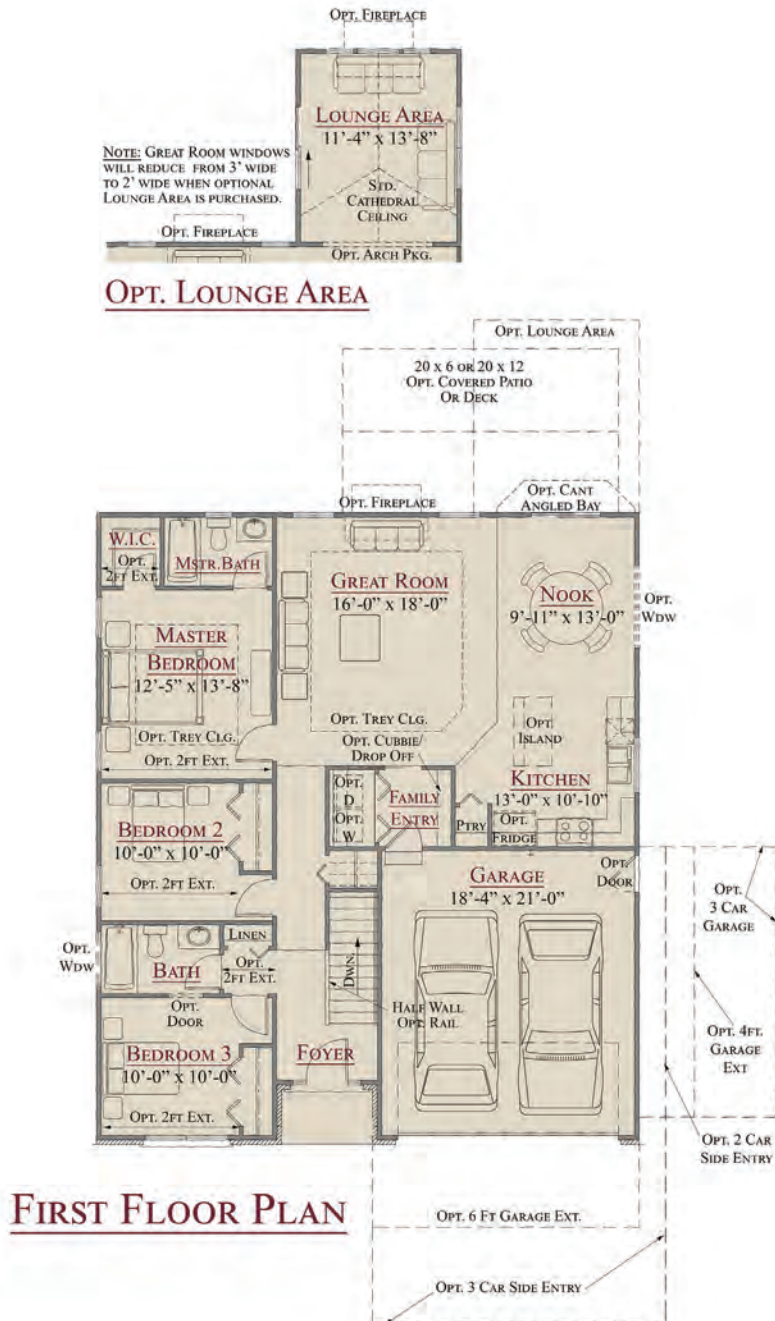
 **American Traditional**



 **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**



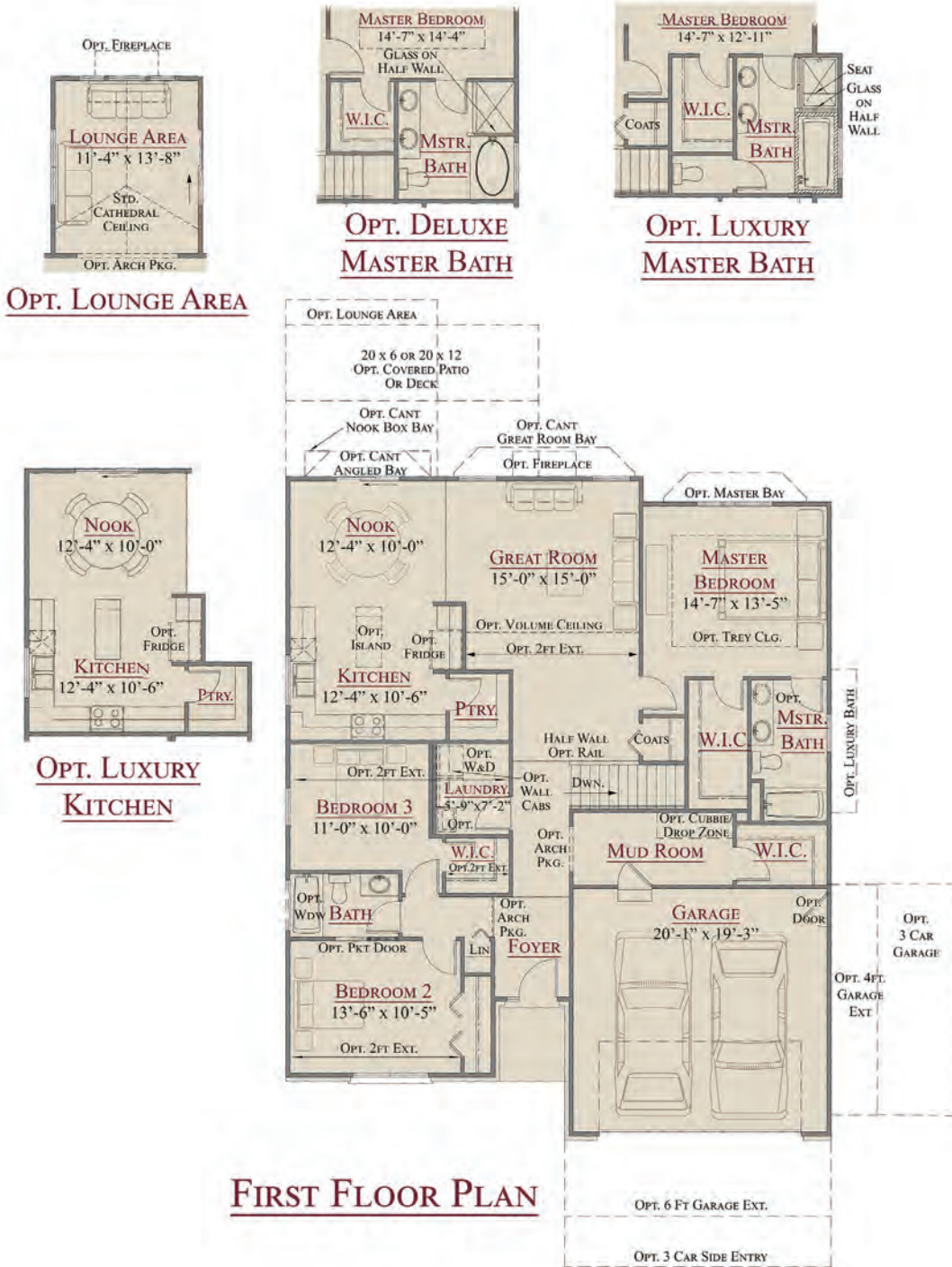
 **American Traditional**



 **American Country**

THE BROOKE

1,687-2,055 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.



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
Construction Administration (Bidding Assistance)	\$2,610.00
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)

Brenda L Stumbo

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

(Date)

April 5, 2017

(Signature)

Karen Lovejoy Roe

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

April 5, 2017

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 18, 2017 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	708,152.61
HAND CHECKS -	\$	265,600.10
CREDIT CARD PURCHASES-	\$	<u>180.56</u>
GRAND TOTAL -	\$	973,933.27

Choice Health Care Deductible – MARCH 2017

ACH EFT -	\$	63,811.50
ADMIN FEE -	\$	1,207.50 (FEB)

Check Date	Check	Vendor Name	Amount
Bank AP AP			
03/28/2017	174850	AT & T	51.22
03/28/2017	174851	AT & T	116.18
03/28/2017	174852	BLUE CROSS BLUE SHIELD OF MI	131,095.57
03/28/2017	174853	BLUE CROSS BLUE SHIELD OF MI	35,404.14
03/28/2017	174854	CLEAR RATE COMMUNICATIONS, INC	833.24
03/28/2017	174855	COMCAST BUSINESS	825.00
03/28/2017	174856	COMCAST CABLE	144.85
03/28/2017	174857	COMCAST CABLE	224.40
03/28/2017	174858	COMCAST CABLE	104.85
03/28/2017	174859	COMCAST CABLE	154.35
03/28/2017	174860	COMCAST CABLE	104.85
03/28/2017	174861	COMCAST CABLE	104.85
03/28/2017	174862	DELTA DENTAL PLAN OF MICHIGAN	13,426.63
03/28/2017	174863	DTE ENERGY**	75,330.15
03/28/2017	174864	PAETEC	420.37
03/28/2017	174865	STANDARD INSURANCE COMPANY	4,579.15
03/28/2017	174866	VISION SERVICE PLAN	2,680.30
AP TOTALS:			
Total of 17 Checks:			265,600.10
Less 0 Void Checks:			0.00
Total of 17 Disbursements:			265,600.10

Check Date	Check	Vendor Name	Amount
Bank AP AP			
04/18/2017	174867	AAATA	38.28
04/18/2017	174868	ACUSHNET COMPANY	811.90
04/18/2017	174869	ADVANCE PRINT & GRAPHICS	821.10
04/18/2017	174870	AMERICAN APPLIANCE HTG & COOLING	30.00
04/18/2017	174871	ANDREW HALTTUNEN	20.00
04/18/2017	174872	ANN ARBOR AREA TRANSPORTATION AUTH.	783.00
04/18/2017	174873	ANN ARBOR CLEANING SUPPLY	878.79
04/18/2017	174874	ANN ARBOR WELDING SUPPLY CO	273.59
04/18/2017	174875	ARBOR VACUUM & SMALL APPLIANCE	141.80
04/18/2017	174876	AUTO VALUE YPSILANTI	83.81
04/18/2017	174877	B & H FOTO & ELECTRONICS CORP	295.93
04/18/2017	174878	BRENDA STUMBO	159.11
04/18/2017	174879	CARTER HAWKINS, LLC	2,000.00
04/18/2017	174880	COMERICA BANK	999.00
04/18/2017	174881	COMPLETE BATTERY SOURCE	22.18
04/18/2017	174882	CONGDON'S	47.93
04/18/2017	174883	CONTI	14,762.50
04/18/2017	174884	DAN KIMBALL	235.40
04/18/2017	174885	DANIEL SCHANTZ	20.00
04/18/2017	174886	DAWN FARM	1,151.40
04/18/2017	174887	DAYLAN JACKSON	30.00
04/18/2017	174888	DES MOINES STAMP MFG. CO.	334.15
04/18/2017	174889	EMERGENCY VEHICLE SERVICES	27,974.68
04/18/2017	174890	EMERGENT HEALTH PARTNERS	6,073.99
04/18/2017	174891	FLEETPRIDE	131.23
04/18/2017	174892	GARY STAFFORD	15.00
04/18/2017	174893	GOODYEAR TIRE & RUBBER COMPANY	680.25
04/18/2017	174894	GORDON CRUMP	20.00
04/18/2017	174895	GORDON FOOD SERVICE INC.	176.16
04/18/2017	174896	GRAINGER	740.73
04/18/2017	174897	GREAT LAKES TREE SERVICE	495.00
04/18/2017	174898	GREGORY CRUMP	30.00
04/18/2017	174899	HEIKKINEN PRODUCTIONS	1,905.00
04/18/2017	174900	HOME DEPOT	7,761.75
04/18/2017	174901	HYDROCHEM	1,065.76
04/18/2017	174902	LINCOLN SCHOOL DISTRICT	86.35
04/18/2017	174903	LOWE'S	132.73
04/18/2017	174904	MARCUS DRUMMER	15.00
04/18/2017	174905	MARK HAMILTON	1,500.00
04/18/2017	174906	MCLAIN AND WINTERS	109,674.45
04/18/2017	174907	MCMASTER-CARR	30.40
04/18/2017	174908	MESSENGER PRINTING	99.25
04/18/2017	174909	MICHAEL SARANEN	74.20
04/18/2017	174910	MICHIGAN CAT	931.28
04/18/2017	174911	MICHIGAN LINEN SERVICE, INC.	1,185.92
04/18/2017	174912	NAPA AUTO PARTS	336.21
04/18/2017	174913	NYE UNIFORM EAST	429.84
04/18/2017	174914	OFFICE EXPRESS	457.93
04/18/2017	174915	ORCHARD, HILTZ & MCCLIMENT INC	3,900.00
04/18/2017	174916	PARKER ALLEN	20.00
04/18/2017	174917	PARKWAY SERVICES, INC.	125.00
04/18/2017	174918	PEPSI BEVERAGES COMPANY	259.20
04/18/2017	174919	PITTSFIELD CHARTER TOWNSHIP	1,610.00
04/18/2017	174920	PRINTING SYSTEMS	735.96
04/18/2017	174921	REGINALD REEVES	30.00
04/18/2017	174922	ROCCO LEONE	20.00
04/18/2017	174923	SAM'S CLUB DIRECT	447.58
04/18/2017	174924	SHRADER TIRE & OIL	792.80
04/18/2017	174925	SIGNS BY TOMORROW	172.15
04/18/2017	174926	SITEONE LANDSCAPE SUPPLY, LLC	428.60
04/18/2017	174927	SOUTHEASTERN EQUIPMENT CO.	857.91
04/18/2017	174928	SOUTHERN COMPUTER WAREHOUSE	1,468.03
04/18/2017	174929	SPEARS FIRE & SAFETY SERVICE	1,476.40
04/18/2017	174930	STADIUM TROPHY	373.50
04/18/2017	174931	STANDARD PRINTING	58.00
04/18/2017	174932	STANTEC	6,520.70
04/18/2017	174933	START RESCUE	566.65
04/18/2017	174934	STEINHARDT PESICK & COHEN	17,780.00
04/18/2017	174935	STERICYCLE INC	183.93
04/18/2017	174936	STERN BROTHERS & CO	225.00
04/18/2017	174937	TAMMIE KEEN	49.01
04/18/2017	174938	TARA ROGIER	100.00
04/18/2017	174939	TARGET INFORMATION	83.23
04/18/2017	174940	THOMSON REUTERS - WEST PAYMENT CTR	38.16
04/18/2017	174941	TODD BARBER	2,150.00
04/18/2017	174942	TRANSUNION RISK & ALTERNATIVE	70.00
04/18/2017	174943	U.S. BANK, N.A.	1,600.00
04/18/2017	174944	WASHTENAW ASSESSORS ASSOC.	54.00

Check Date	Check	Vendor Name	Amount
04/18/2017	174945	WASHTENAW COMMUNITY COLLEGE#	285.87
04/18/2017	174946	WASHTENAW COUNTY LEGAL NEWS	140.00
04/18/2017	174947	WASHTENAW COUNTY TREASURER	2,211.32
04/18/2017	174948	WASHTENAW COUNTY TREASURER	9,300.00
04/18/2017	174949	WASHTENAW COUNTY TREASURER#	2,826.96
04/18/2017	174950	WASHTENAW COUNTY TREASURER#	461,638.33
04/18/2017	174951	WASHTENAW INTERMEDIATE	127.87
04/18/2017	174952	WAYNE ISD	190.35
04/18/2017	174953	WOLVERINE FREIGHTLINER	1,433.64
04/18/2017	174954	YPSILANTI COMMUNITY SCHOOLS - WR	37.91
04/18/2017	174955	YPSILANTI COMMUNITY SCHOOLS - YP	405.94
04/18/2017	174956	YPSILANTI DISTRICT LIBRARY	940.68
04/18/2017	174957	YPSILANTI TOWNSHIP PETTY CASH	230.42
04/18/2017	174958	ZEP SALES & SERVICE	224.53

AP TOTALS:

Total of 92 Checks:	708,152.61
Less 0 Void Checks:	0.00
Total of 92 Disbursements:	708,152.61

04/11/2017 10:29 AM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 18 - 19

Page: 1/1

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

Bank CARDS COMERICA COMMERICAL CARD

Credit CARDS

04/18/2017	18(E)	COMERICA BANK	DISPLAYPORT CABLES AND BATTERY	80.56
			VULTR VPS HOSTING	100.00
				<u>180.56</u>

CARDS TOTALS:

Total of 1 Checks:	180.56
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	<u>180.56</u>

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
MARCH 1, 2017 THROUGH MARCH 31, 2017

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	3,181,596.83	626,265.72	843,173.51	2,964,689.04
101 - Payroll	125,165.32	794,905.13	779,529.12	140,541.33
101 - Willow Run Escrow	142,684.90	24.24	0.00	142,709.14
206 - Fire Department	411,788.92	644,936.57	319,307.58	737,417.91
208 - Parks Fund	29,573.85	8.37	359.65	29,222.57
212 - Roads/Bike Path/Rec/General Fund	214,351.02	108,348.53	112,525.93	210,173.62
225 - Environmental Clean-up	348,331.28	18,465.86	11,784.18	355,012.96
226 - Environmental Services	1,279,015.52	1,001,102.42	201,938.52	2,078,179.42
230 - Recreation	6,005.78	206,116.04	125,117.93	87,003.89
236 - 14-B District Court	166,218.56	167,285.57	108,766.90	224,737.23
244 - Economic Development	67,350.16	19.22	0.00	67,369.38
248 - Rental Inspections	175,611.98	16,874.61	20,430.76	172,055.83
249 - Building Department Fund	727,485.35	73,584.16	41,064.71	760,004.80
250 - LDFA Tax	92,418.54	143,835.23	0.00	236,253.77
252 - Hydro Station Fund	420,852.89	65,756.11	78,707.31	407,901.69
266 - Law Enforcement Fund	937,778.74	12,312.93	546,133.98	403,957.69
280 - State Grants	18,430.42	5.27	0.00	18,435.69
301 - General Obligation	5,179.72	1.48	0.00	5,181.20
397 - Series "B" Cap. Cost of Funds	368,243.36	480,137.44	812,000.00	36,380.80
398 - LDFA 2006 Bonds	6,863.13	1.97	0.00	6,865.10
498 - Capital Improvement 2006 Bond Fund	338,074.70	57.43	0.00	338,132.13
584 - Green Oaks Golf Course	188,088.66	21,621.48	19,339.79	190,370.35
590 - Compost Site	585,070.42	27,112.23	15,632.29	596,550.36
595 - Motor Pool	177,994.78	141.64	1,983.13	176,153.29
701 - General Tax Collection	27,478.91	74,602.34	0.00	102,081.25
703 - Current Tax Collections	16,858,534.32	246,993.46	1,897,897.77	15,207,630.01
707 - Bonds & Escrow/GreenTop	1,193,861.55	100,771.04	19,206.50	1,275,426.09
708 - Fire Withholding Bonds	136,012.07	2,023.12	0.00	138,035.19
893 - Nuisance Abatement Fund	62,317.89	833.38	2,660.29	60,490.98
ABN AMRO Series "B" Debt Red. Cap.Int.	6,926.02	0.00	0.00	6,926.02
GRAND TOTAL	28,299,305.59	4,834,142.99	5,957,559.85	27,175,888.73

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #6**

April 18, 2017

249 - BUILDING DEPARTMENT FUND	Total Increase	<u><u>\$3,680.00</u></u>
---------------------------------------	-----------------------	---------------------------------

Request to increase the motor pool lease line in order to pay the remaining 8 months of 2017 for the new Ford Explorer requested below. The Building Fund will be paying the motor pool for this vehicle over a period of 60 months plus maintenance. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$3,680.00
		Net Revenues	<u><u>\$3,680.00</u></u>
Expenditures:	Motor Pool Lease	249-249-000-943.000	\$3,680.00
		Net Expenditures	<u><u>\$3,680.00</u></u>

595 - MOTOR POOL FUND	Total Increase	<u><u>\$26,933.00</u></u>
------------------------------	-----------------------	----------------------------------

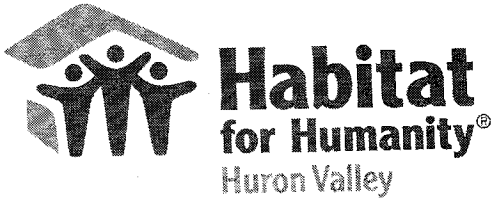
Request to increase budget for the purchase of a 2017 Ford Explorer from Gorno Ford through MiDeal pricing at \$26,933 for Building Fund inspector. The Building Fund will be paying a lease for the vehicles. This will be funded by Lease Revenue (remainder of 2017) and an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	595-000-000-699.000	\$23,253.00
	Combined Lease/Repair Revenue	595-000-000-607.515	\$3,680.00
		Net Revenues	<u><u>\$26,933.00</u></u>
Expenditures:	Capital Outlay/Vehicles	595-595-000-985.000	\$26,933.00
		Net Expenditures	<u><u>\$26,933.00</u></u>

Motion to Amend the 2017 Budget (#6):

Move to increase the Building Fund budget by \$3,680 to \$729,622 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$26,933 to \$276,964 and approve the department line item changes as outlined.



170 Aprill Dr Ste A
Ann Arbor MI 48103
(734) 677-1558
Fax (734) 677-1572
www.h4h.org

April 10, 2017

Ms. Karen Lovejoy Roe
Township Clerk, Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Dear Karen:

Habitat has been approached by Washtenaw Community College to be a partner as part of a YouthBuild grant it has been awarded. Through this grant, WCC will work with at-risk youth (16-24), teaching them important skills including two days a week of construction. WCC has the funds to construct a "Habitat-sized" 1,000 square foot house on a basement using students and faculty. They are in need of a parcel of land and have approached the Township about the parcel at 855 Auburndale. Habitat would like to purchase the parcel as part of this partnership.

There are several items of note:

1. Under the grant terms the YouthBuild Participants (YBP) need to work on a house to be sold to a family of low income.
2. It may take 12 months or more for construction to be completed. YBP will likely work on the house two days per week.
3. Habitat will purchase the parcel for \$5,000 from the Township.
4. Habitat will take ownership of the property and properly insure the project and its participants.
5. When the project is complete. Habitat will sell the home to a family that has gone through its normal process.
6. In 12-18 months new Habitat home owners will reside at 855 Auburndale.

Please let me know if I can provide additional details about the project.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Nissly".

Rob Nissly, Housing Director

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.			
WASHTENAW COUNTY TREASURE	CHARTER TOWNSHIP OF YPSIL	0	12/28/2011	QC	NOT MARKET SALE	L 4881 P 200	TREASURER DEED	100.0			
BLAIR, BRADFORD	SLOVIK, ANDREW	23,000	01/20/2006	WD	PARTIAL ASSESSMENT	4535/366	AFFIDAVIT	100.0			
TARITAS, TIM & SHERYL L.	BLAIR, BRADFORD	96,600	07/30/2004	WD	ARMS-LENGTH	4413/981	AFFIDAVIT	100.0			
HAYNIE, CHARLES S.	TARITAS, TIM & SHERYL L.	50,000	05/02/2000	WD	ARMS-LENGTH	3947/308	AFFIDAVIT	100.0			
Property Address		Class: EXEMPT COUNTY, CI		Zoning: R5 SI	Building Permit(s)	Date	Number	Status			
855 AUBURNDALE AVE		School: YPSI COMM SCHOOL- YP			DEMOLISH STRUCTURE	09/07/2010	PB10-0681	100%			
Owner's Name/Address		P.R.E. 0%			RES ALTER/REPAIR	07/03/2007	PB07-0481	0%			
CHARTER TWP OF YPSILANTI 7200 S HURON RIVER DR YPSILANTI MI 48197		MAP #: R 470 025 00			DEMOLISH STRUCTURE	03/19/2007	PB07-0140	100%			
		2017 Est TCY 0			RES ALTER/REPAIR	02/11/2005	PB05-1836	0%			
		Improved	X	Vacant	Land Value Estimates for Land Table 00999.YPSILANTI TOWNSHIP PROPERTY						
Tax Description		Public Improvements		* Factors *							
YP# 93-25 LOT 158 STURTEVANT MANOR SUBDIVISION NO. 1.		Dirt Road		Description	Frontage	Depth	Front	Depth	Rate %Adj.	Reason	Value
Comments/Influences		Gravel Road		<Site Value A>		0		100		0	
		Paved Road		67 Actual Front Feet, 0.21 Total Acres		Total Est. Land Value =				0	
		Storm Sewer		D/W/P: 4in Concrete		3.35		1.31		825 0 0	
		Sidewalk		D/W/P: 4in Concrete		3.35		1.31		80 0 0	
Default Comments		Water									
		Sewer									
		Electric									
		Gas									
		Curb									
		Street Lights									
		Standard Utilities									
		Underground Utils.									
		Topography of Site									
		X Level									
		Rolling									
		Low									
		High									
		Landscaped									
		Swamp									
		Wooded									
		Pond									
		Waterfront									
		Ravine									
		Wetland									
		Flood Plain									
		Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value			
		Who	When	What	2017	EXEMPT	EXEMPT	EXEMPT	EXEMPT		
		BMM	12/21/2011	07-2011 CA	2016	EXEMPT	EXEMPT	EXEMPT	EXEMPT		
		DJD	09/23/2010	ADMIN REVI	2015	0	0	0	0		
		DMS	01/25/2006	EXTERIOR R	2014	0	0	0	0		



The Equalizer. Copyright (c) 1999 - 2009. Licensed To: Township of Ypsilanti, County of Washtenaw, Michigan

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

Charter Township of Ypsilanti

RESOLUTION 2017-08

A Resolution to Abandon Interest in a Certain Undeveloped Platted Park as Well as any Right of Way Interest in Adjacent Unimproved Roadways

WHEREAS, the Charter Township (Township) of Ypsilanti Board of Trustees (Board) has received a request to abandon and discontinue all of its interest in a certain undeveloped platted park as well as any right of way interest it may possess to the unimproved Collegewood Drive, Roosevelt Boulevard and Maulbetsch Road immediately adjacent thereto, all of which are located on the west side of Hewitt Road, north of Washtenaw Avenue, and more particularly described as:

(See attachments A and B)

WHEREAS, the Board is aware that the Board of County Road Commissioners of the County of Washtenaw has approved a ***Resolution to Abandon Right of Way Interest*** in the unimproved roads mentioned as recorded on February 8, 2017 in Uber 5190 at Page 874 of the Washtenaw County Records (Attachment C); and

WHEREAS, it appears from viewing the premises and hearing the petitioner's reasons, that it is in the best interest of the Township that the Township's interest in the undeveloped park and adjacent unimproved roads, as proposed, be absolutely vacated and abandoned.

NOW THEREFORE,

BE IT RESOLVED by the Charter Township of Ypsilanti Board of Trustees that the Township's interest in the undeveloped park and adjacent unimproved roads is hereby absolutely abandoned, vacated and discontinued.

BE IT FURTHER RESOLVED that notice of this Resolution be given by the Township Clerk to the Board of County of Road Commissioners, the State Department of Transportation and be recorded with the Register of Deeds of Washtenaw County.

ATTACHMENT A

Legal Description

All that part of the rights of way of Collegewood Drive (66 feet wide), Roosevelt Boulevard (80 feet wide) and Maulbetsch Road (66 feet wide) of FAIRVIEW HEIGHTS NUMBER ONE, a subdivision of part of the South half of Section Six, Ypsilanti Township, Washtenaw County, Michigan as recorded in Liber.7 of Plats, Page 23, Washtenaw County Records, described as:

All that part of said Collegewood Drive lying adjacent to and Southerly of Lots 309 through 317 inclusive except for the East 27 feet for Hewitt Road (1/2 = 60 feet wide) (platted as Hewett Road)

ALSO

All that part of Roosevelt Boulevard (80 feet wide) lying adjacent to and Northerly of lots 298 through 305 inclusive except for the East 27 feet for said Hewitt Road

ALSO

All that part of said Maulbetsch Road lying West of lot 305 and East of the East right of way line of Maulbetsch Road adjacent to Lot 317 extended South to the West property line of Lot 305.

ALSO

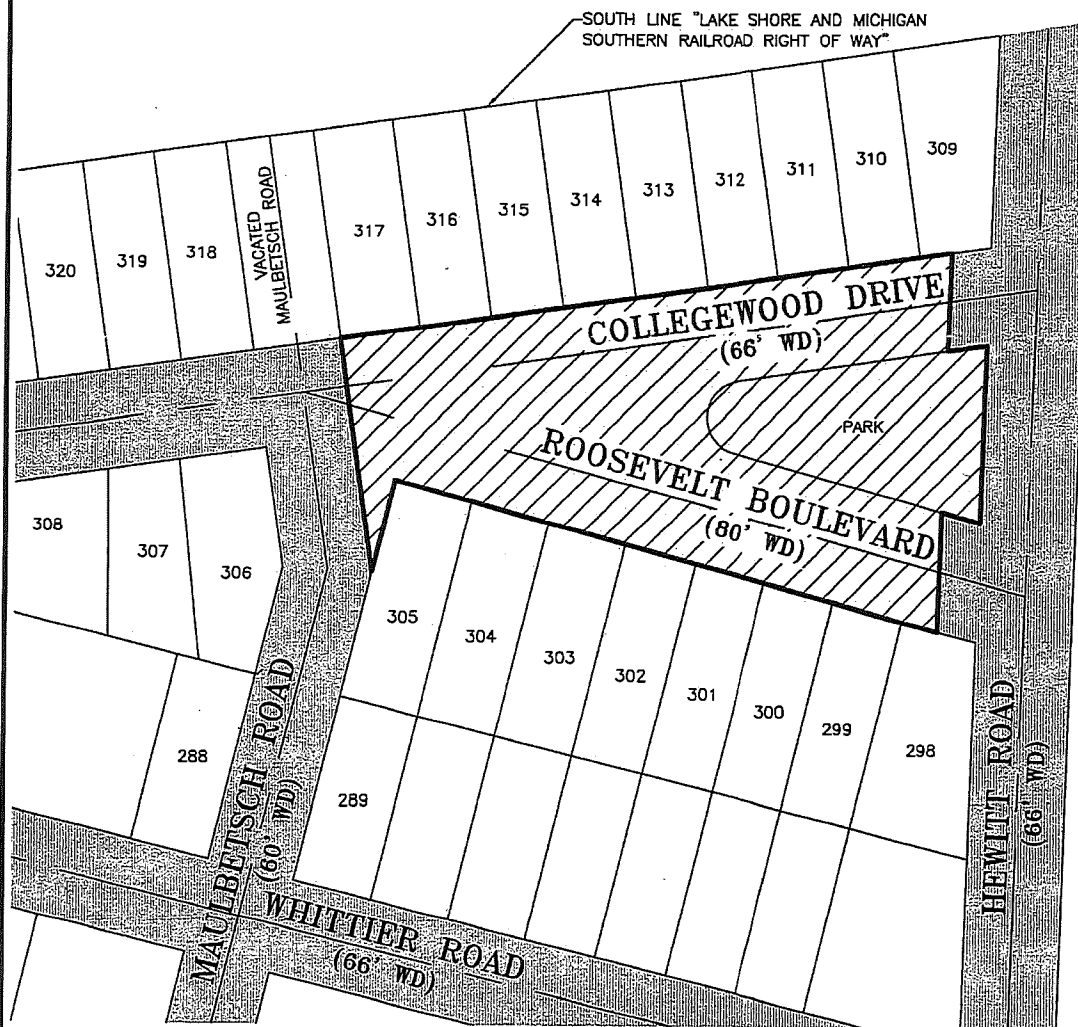
All of the park bounded on the North by Collegewood Drive (66 feet wide), on the East by Hewitt Road (66 feet wide) and on the South by Roosevelt Boulevard (80 feet wide). All together described as:

Part of Roosevelt Boulevard (80 feet wide), part of Collegewood Drive (66 feet wide), part of Maulbetsch Road (60 feet wide) and all of the park of FAIRVIEW HEIGHTS NUMBER ONE a subdivision of part of the South 1/2 of Section 6, Ypsilanti Township, Washtenaw County, Michigan as recorded in Liber 7 of Plats, Page 23, Washtenaw County Records, being more particularly described as:

BEGINNING at the Southwest corner of Lot 317 of said FAIRVIEW HEIGHTS NUMBER ONE; thence N. 81° 48' 00" E. 427.65 feet along the North line of said Collegewood Drive (66 feet wide); thence S. 01° 43' 00" W. 67.00 feet to a point on the North line of said park; thence N. 81° 48' 00" E. 27.41 feet along said North line of park to the West right of way line of said Hewitt Road (66 feet wide); thence S. 01° 43' 00" W. 120.72 feet along West right of way line of Hewitt Road to the Southeast corner of said park; thence N. 74° 50' 45" W. 27.76 feet along the South line of park said line also being the North right of way line of said Roosevelt Boulevard; thence S. 01° 43' 00" W. 82.25 feet to a point on the South right of way line of said Roosevelt Boulevard; thence N. 74° 50' 45" W. 390.75 feet to a point on the East right of way line of Maulbetsch Road (60 feet wide); thence S. 13° 50' 00" W. 64.90 feet along said East right of way line of Maulbetsch Road; and thence N. 08° 12' 00" W. 160.19 feet to the POINT OF BEGINNING. Containing 1.74 acres of land, more or less.



ATTACHMENT B



LEGEND

POINT OF BEGINNING	P.O.B.
ARC LENGTH	A
RADIUS	RAD
CENTRAL ANGLE	CA
CHORD BEARING	CB
CHORD LENGTH	CL

LEGAL DESCRIPTION

SEE ATTACHED

BASIS OF BEARINGS

TAKEN FROM PLAT "FAIRVIEW HEIGHTS NUMBER ONE" AS RECORDED IN LIBER 7 OF PLATS PAGE 23 WASHTENAW COUNTY RECORDS.

NOTE

THIS DOCUMENT IS NOT A P.A. 132 SURVEY.



8495 N. TERRITORIAL RD.
PLYMOUTH, MI 48170
PHONE: (734) 416-9650
FAX: (734) 416-9657
www.glasurveyor.com

CLIENT:

S&S SERVICE, INC.
40400 ANN ARBOR ROAD
PLYMOUTH, MI 48170

DATE: 03/27/17
JOB NO.: 3627
FILE NO.: 3627

SCALE: 0' 100' 200'
1" = 100'

SHEET: 1 OF 2

DRAWN BY: G.L.B.

Attachment C

L: 5190 P: 874 6357580 MIS
02/08/2017 01:30 PM Total Pages: 4
Lawrence Kestenbaum, Washtenaw Co



**RESOLUTION TO ABANDON
RIGHT OF WAY INTEREST**

WHEREAS, this Board has received a petition from seven (7) freeholders of the Township of Ypsilanti, Washtenaw County, Michigan praying for the absolute abandonment and discontinuance of the unimproved portions of Collegewood Drive, Maulbetsch Avenue and Roosevelt Boulevard, between Hewitt Road and Washtenaw Avenue, dedicated in Fairview Heights Number One, located in Section 6 of Ypsilanti Township, Washtenaw County, Michigan, depicted in Attachment "A" and more particularly described as:

4

All that part of said Collegewood Drive lying adjacent to and Southerly of Lots 309 through 317 inclusive except for the East 27 feet for Hewitt Road (1/2 = 60 feet wide) (platted as Hewett Road)

ALSO

All that part of Roosevelt Boulevard (80 feet wide) lying adjacent to and Northerly of lots 298 through 305 inclusive except for the East 27 feet for said Hewitt Road

ALSO

All that part of said Maulbetsch Avenue lying West of lot 305 and East of the East right of way line of Maulbetsch Avenue adjacent to Lot 317 extended South to the West property line of Lot 305.

WHEREAS, it appears from viewing the premises and hearing the petitioners reasons, that it is in the best interest of the public that the said Public Right of Way of the aforementioned portions of Collegewood Drive, Maulbetsch Avenue and Roosevelt Boulevard, as proposed, be absolutely abandoned.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Road Commissioners of the County of Washtenaw, that the above described portion of Public Right of Way of Collegewood Drive, Maulbetsch Avenue and Roosevelt Boulevard, being under the jurisdiction of the Washtenaw County Road Commission is hereby absolutely abandoned and discontinued as Public Right of Way, excepting and reserving easements for drainage and public utilities of record and/or use, as now occupying said right of way.

BE IT FURTHER RESOLVED that this notice of determination be given by the Clerk to the proper authorities of the Township of Ypsilanti and to the Register of Deeds of Washtenaw County, and the State Department of Transportation.

ROLL CALL VOTE:

Yeas: D. Fuller, B. Fuller, W. McFarlane
Nays: None.
Abstain: None.
Absent: None.

Motion:



Time Submitted for Recording
Date 2-8-2017 Time 12:30 PM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

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

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

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

April 11, 2017

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

Re: Proposed Resolution to Abandon Interest in an Undeveloped Plat Park as well as any Right of Way to Adjacent Unimproved Roadways (LaClair Property)

Dear Township Clerk:

Please place the proposed Resolution noted above on the agenda for the regularly scheduled Township Board meeting to be held on Tuesday, **April 18, 2017**. This Resolution is a statutory requirement pursuant to MCL 560.2261(c) as the property owner has requested this amendment to the existing plan. Someone from the Township's Planning Consultant will be at the meeting to further provide background for the Board.

In order to insure statutory compliance, please request a roll call vote indicating, by name those in favor, those opposed, those who are absent as well as anyone who abstains.

Please feel free to call this office if there are any further questions.

Sincerely,


Dennis O. McLain


DOM/dc

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



Supervisor's Office

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

TO: Karen Lovejoy Roe, Clerk
FROM: Brenda L. Stumbo, Supervisor 
DATE: April 10, 2017
RE: 2017 Agreement for Local Road Dust Control, Budgeted in
Line Item 212-212-000-818-006

Please place the attached annual agreement with the Washtenaw County Road Commission for Local Road Dust Control on the April 18, 2016 Township Board agenda. This project is budgeted in line item 212-212-000-818-006.

If you have any questions, please contact my office.

tk

cc: Javonna Neel
File

2017 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

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

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

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

1. **Local Road Dust Control (497-11-108):**

Work to include placement of three (3) solid applications of contract brine on all certified local gravel/limestone roads within the township. Estimated 68,880 gallons @ \$0.1650 per gallon.

Estimated cost of contract brine: \$ 11,365.20

AGREEMENT SUMMARY

2017 LOCAL ROAD PROGRAM	
Local Road Dust Control	\$ 11,365.20
Less 2017 Conventional Matching Funds:	5,682.60
 ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2017:	 \$ <u>5,682.60</u>

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor

Witness

Karen Lovejoy Roe, Clerk

Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Mike Radzik, OCS Director
Re: **Request to authorize legal action to abate public nuisances located at 940 Minion St, 1405 Ecorse Rd, 3150 W. Michigan Ave, and 829 E. Michigan Ave in an amount of \$40,000 budgeted in the Public Nuisance-Legal Services account 101-950.000-801.023**
Date: April 10, 2017

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

940 Minion St

This 2-acre parcel owned by Olympia Sales Company, LLC is under investigation for multiple code violations after the land was discovered to have been clear-cut of trees and vegetation in order to accommodate the storage of semi-trailers and other equipment by a nearby business known as Cobb Express. The site work violates the approved site plan for installation of a cellular tower in 2000, as well as the Woodland Protection and Soil Erosion ordinances. This situation became known when residents of Hawthorne Ave, which backs up to the site, contacted OCS because the clear-cut land and new use is causing them distress. OCS seeks authorization to obtain a cease and desist order and to resolve the environmental and zoning issues.



CHARTER TOWNSHIP OF YPSILANTI

1405 Ecorse Rd

This commercial building is owned and operated by the Harry G. Parks Frontier Lodge #1681 and Anna G. Parker Temple #1283, otherwise known as the Elks Club. The establishment holds a private club liquor license for members and occasionally rents the space for private parties. After a recent shooting incident at the establishment, OCS has worked with the Washtenaw County Sheriff's Office to catalogue and review numerous police reports dating back several years that document numerous shootings and other crimes reported to have occurred on the premises. In addition, a recent liquor inspection revealed that the parking lot is severely damaged and constitutes a public safety hazard that has not been repaired after being cited in district court. Township staff has met with club leadership several times over the past few years to discuss options available to them to reduce or eliminate violent incidents that have occurred mostly during times when the club is rented out for private events. In light of the recent continuation of violence and hazardous site conditions, OCS staff is now requesting authorization for legal engagement in an effort to abate this ongoing public nuisance.



CHARTER TOWNSHIP OF YPSILANTI

3170 W. Michigan Ave

This commercial building is owned and operated as an automotive repair shop known as Ann Arbor Auto Care by a company called 3150 Michigan, LLC. It is co-located on a parcel with a Sunoco gas station and car wash at 3150 W. Michigan Ave. Over the past several years, OCS staff has responded to complaints alleging that the proprietor was doing major auto repair and selling vehicles contrary to the approved site plan for the business. The property has a special conditional use permit approved by the Planning Commission that regulates business activity and site conditions. OCS staff recently inspected the business and observed major auto repair in progress, including engine replacements, as well as vehicles offered for sale. Previous attempts to gain compliance through voluntary and district court methods have failed, and now authorization is requested to engage in circuit court to resolve the issues.



829 E. Michigan Ave

This commercial building is owned by Heer, Inc. and operated by Kalpesh Patel as a business known as Your Motel. Historically, the motel has been the site of numerous violent crimes and crimes against society that have required an inordinate amount of police resources. Most recently, the Washtenaw County Sheriff's Office and parole agents from the Michigan Department of Corrections have arrested several parolees who are living at the motel on drug charges during routine parole compliance checks. It has been determined that the motel owner is violating zoning regulations by providing transitional housing for paroled prisoners pursuant to a lease agreement with the Department of Corrections administered by Catholic Social Services. OCS staff requests authorization to engage in circuit court in an effort to abate this public nuisance.

CHARTER TOWNSHIP OF YPSILANTI



Thank you for your consideration. Please contact me with questions or concerns.

Regards,

Michael J. Radzik

Director, Office of Community Standards

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: April 10, 2017

RE: Permission to publicly sell 6 desks & if not sold, permission to either trash or recycling

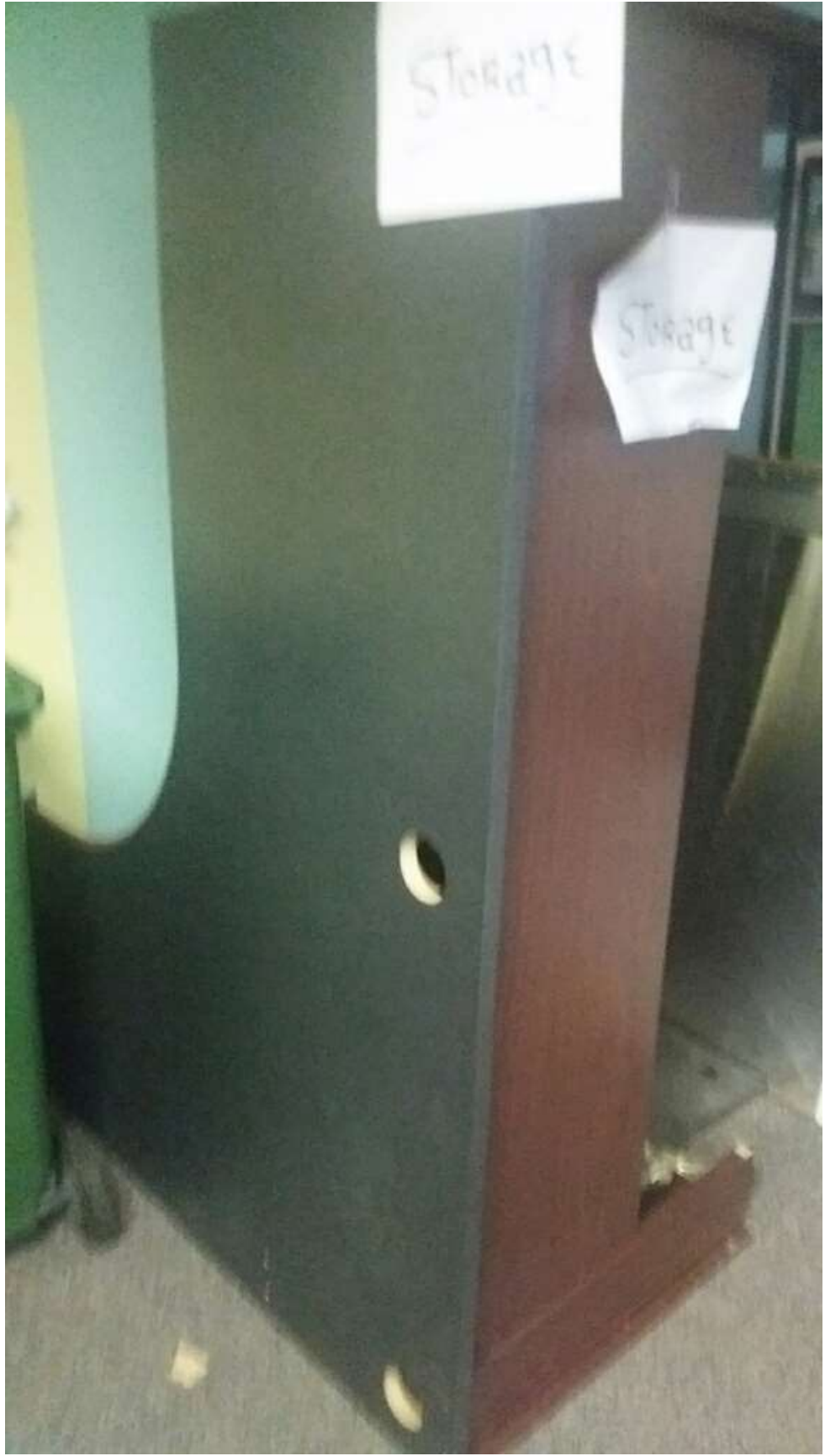
We currently have 6 desks being stored at Ford Lake Park that are extra & have not been used for years. We would like to publicly offer these and if not sold, we would recycle the metal ones, and trash the others. These are desks that we used over the years at the Community Center, Civic Center, as well as 14B Court. They had been taken to Ford Lake for storage.

We respectfully ask to be able to clean up this office area of Ford Lake Park house.









Storage

Storage

SET PUBLIC HEARING DATE

- A. SET PUBLIC HEARING DATE OF TUESDAY, MAY 16, 2017 AT APPROXIMATELY 7:00PM – CREATION OF NEIGHBORHOOD CAMERA/STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR THE MANORS AT CREEKSIDE VILLAGE

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: April 12, 2017

RE: Request to purchase a 2017 Explorer for the OCS on the MiDeals program in the amount of \$26,933 and to be paid out of account 595.595.000.985.000

Mike Radzik has expressed an interest in getting an additional vehicle for OCS. He has indicated that Jill Kuhlhanek is expected back in June and her vehicle was re-assigned in the time that she was off work.

The MiDeal price for the base explorer is \$26,513. In addition, as you can see on the attached sheet, we are asking the dealer to include the all-weather rubber mats and reverse sensing for it. We are not asking for the splash guards, that is why the cost is \$26,933.

Gorno has informed us there is a 10-12 week delivery for the vehicle from the time of the purchase order.

This item will require a budget amendment before it can go forward.

DATE: 4/4/17 **(BaseExplorer)**

TO: WAYNE DUDLEY, YPSILANTI TWP

734-544-3514 (DIRECT) wdudley@ytown.org

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES

734-671-4033 (DIRECT) (FAX) 734-676-7647 jagney@gornoford.com

RE: **MiDEAL # 3905 -0019 CONTRACT# 071B1300005**

2017MY FORD EXPLORER FWD, OXFORD WHITE/ CAMEL CLOTH, w/THIRD ROW SEAT & PRIVACY GLASS , 3.5L V6, 6spd. A/T, A/C, TILT/CRUISE, AM/FM/CD/MP3, PWR. WINDOWS/LOCKS/MIRRORS, CAPLESS FUEL FILLER, 18.6 gal. FUEL TANK, STRG. WHL. CNTRLS., P245/60Rx18AS, ADVANCE TRACw/ROLL STABILITY CNTRL., TPMS, PWR. DISC BRKS., AIR BAGS, ALUM. WHEELS, SYNC HandsFree-BlueTooth, AUTO-LAMP, REAR VIEW CAMERA & WASHER, DAYTIME RUNNING LIGHTS

F.O.B. DELIVERED TO YPSILANTI TWP., MI \$26,513.00
(MSRP = \$32,609.00)

Order cut-off for 2017MY is June 3rd, 2017.

Estimated lead time to order is 10 -12 weeks from receipt of Purchase Order.

RECOMMENDED OPTIONS:

ALL-WEATHER H.D RUBBER FLOOR MATS	125.00
SPLASH GUARDS	205.00
REVERSE SENSING	295.00

Please review, *SELECT OPTIONS*, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and Ypsilanti Township. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorizes personnel.

OTHER BUSINESS

AUTHORIZATIONS AND BIDS



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

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

MEMORANDUM

To: Charter Township of Ypsilanti Clerk's Office

From: Fire Chief Eric Copeland

Date: April 05, 2017

Subject: Request posting in local & regional media outlets to accept bids for the removal of two (2) furnaces and central air conditioning units and installation of new units at Fire HQ.

The Charter Township of Ypsilanti Fire Department is requesting bids for the removal of two (2) existing furnaces and central air conditioning units and the installation of new comparable units with upgraded efficiency ratings and thermostat equipment for Fire Headquarters facility located at 222 S. Ford Blvd. Ypsilanti, MI 48198.

The bidding process will be open for a period of 10 days beginning on April 24, 2017 and ending on May 4, 2017. During this time period there will be an optional pre-bid meeting on Tuesday, May 2th 2017 from 8:30 am to 10:00 am at Fire Headquarter, 222 S. Ford Blvd. Ypsilanti, MI 48198.

Please contact Ypsilanti Township Fire Department between the hours of 8am – 4pm at 734-544-4225 for any general questions or about the bid specifications.



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

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

Fire Headquarters Furnace and Air Conditioner removal and replacement SPECIFICATIONS

The Charter Township of Ypsilanti requirements for this project are as follows:

ADHERENCE TO CONTRACT PROVISION CHECKLIST:

- **Prevailing Wage Provision** (If Applicable).
 - **Bonds:** (If project/bid is over \$25,000.00)
 - **Performance Bond:** (If required usually equal to amount of the bid)
 - **Maintenance & Guarantee Bond:** (If required)
 - **Bid Bond or Surety Bond:** (If required usually 5% of bid)
 - **Insurance Certificates:** Workers Compensation - \$500,000 limit each accident. General Liability – (combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage) must include 60 day written notice for change of coverage cancellation or non-renewable coverage
 - **Protective Policy:** (combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage) Must Name **“The Charter Township of Ypsilanti and it’s past, present, and future elected Officials, Appointed Commissions and Boards, Agents and Employees shall be named as “Additional named Insured” (unless otherwise approved by the Township Attorney) on the General Liability Policy with respect to the services provided under this Contract”.**
 - **Automobile Liability:** covers owned, hired and non-owned vehicles with personal protection insurance and property protection. Includes residual liability insurance with a combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
 - **Builder’s Risk:** (Required if over \$25,000.00)
 - **Umbrella Policy/Excess Coverage:** (Optional)
 - **Correct Coverage Amounts – Township Named as “Additional Named Insured”**
- 1) Pre-bid meeting on Tuesday, May 2, 2017 at 8:30 a.m. to 10:00 a.m. (Optional)
 - 2) 2 to 3 copies of bid

The Charter Township of Ypsilanti general requirements for this project are as follows:

- PERMITS: The Contractor shall furnish and pay for all permits and inspections required for his work.
- CODES: All work performed shall comply with all applicable codes and ordinances including all Building Codes, Mechanical Codes, Plumbing Codes, Electrical Codes and Fire Codes. If required by the local codes the building systems affected by this work shall be brought up to current code unless grandfathered under the code.
- EQUIPMENT SIZING: All contractors are responsible for determining the appropriate equipment size. It is required that the contractor have a licensed professional engineer verify the equipment size.
- CONTRACTOR to provide a detailed list with the quoted of the new Furnace & A/C units efficiency for all equipment to be replaced.

PRICING SHALL INCLUDE:

- Performance and Payment Bond costs
- Prevailing Wage Labor Rates
- Costs of all Permits and required inspections
- Costs of all Engineering and Architectural drawings and seals if required
- All applicable taxes. Include all special taxes that may be assessed locally on contract work such as a “Business Tax” or “Contractor tax” for the privilege of doing business in the City, County or other Government jurisdiction.

PROPOSAL DELIVERY:

- Hard copies of the proposal (three copies) returned in a sealed envelope to :

Charter Township of Ypsilanti Clerk’s Office
Attention: L. Garrett
7200 South Huron River Drive
Ypsilanti, MI 48197

Please mark envelope with “Fire Station Furnace/Air Conditioner Bid”

- Please direct any questions to Fire Chief Eric Copeland (734) 368-6769, email at ecopeland@ytown.org or Lieutenant Steve Wallgren (734) 368-5342 or email at swallgren@ytown.org

Due Date: Bids are due by 10:00am on Thursday May 4, 2017

FURNACE REPLACEMENT:

1. Remove and legally dispose of (2) furnace units, fans, condensing units, controls, thermostats associated with the furnace units.
2. Furnish and install two (2) furnace units, fans, condensing units, controls thermostats associated with the new furnace units.
3. The new furnace units will be (2) Natural Gas / 90 BTUH / 4 TON units with programmable thermostats.
4. The new units have high efficiency ratings not less than 90% along with unit decibel ratings.

AIR CONDITIONER REPLACEMENT:

1. Remove and legally dispose of the condensing unit. All refrigerant shall be recovered per EPA requirements.
2. Furnish and install two (2) air conditioning units, fans, condensing units, control thermostats associated with the new air conditioning units.
3. Provide housekeeping pad, vibration isolation system.
4. Provide all refrigerant lines sets, service valves, wall patch, electrical, commissioning etc. for a fully functioning system.
5. Provide owner training on all new equipment.

The Michigan Building Code requirements and specifications for this project are as follows:

- 1) All workmanship to be performed according to the Michigan Building Code 2012 requirements.
- 2) Furnish and install proper intake & exhaust air per the Michigan Building Code 2012 requirements.
- 3) Secure any and all required permits from Ypsilanti Township.

For any questions about the specifications, please contact Fire Chief Eric Copeland (734) 368-6769, email at ecopeland@ytown.org or Lieutenant Steve Wallgren (734) 368-5342 or email at swallgren@ytown.org