

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.

November 21, 2017 *Revised 11-21-17*

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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

DEPARTMENTAL REPORTS

14-B District Court

Revenue Report for October 2017

General Account

Account Number	
Due to Washtenaw County	
(101-000-000-214.222)	<u>\$3,483.00</u>
Due to State Treasurer	
Civil Filing Fee Fund (MCL 600.171):	\$15,008.00
State Court Fund (MCL 600.8371):	\$1,260.00
Justice System Fund (MCL 600.181):	\$27,435.38
Juror Compensation Reimbursement Fund:	
Civil Jury Demand Fee (MCL 600.8371):	\$20.00
Drivers License Clearance Fees (MCL 257.321a):	\$1,710.00
Crime Victims Rights Fund (MCL 780.905):	\$6,740.10
Judgment Fee (Dept. of Natural Resources):	\$0.00
E-File Fee (228.56):	\$4,435.00
Due to Secretary of State	
(101-000-000-206.136)	\$1,710.00
Total:	<u>\$58,318.48</u>

Due to Ypsilanti Township

Court Costs (101-000-000-602.136):	\$39,446.52
Civil Fees (101-000-000-603.136):	\$28,077.00
Probation Fees (101-000-000-604.000):	\$9,636.26
Ordinance Fines (101-000-000-605.001):	\$70,309.00
Bond Forfeitures (101-000-000-605.003):	\$2,735.00
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):	(\$934.66)
Total:	<u>\$149,269.12</u>

Total to General Account - (101.000.000.004.136): **\$211,070.60**

Escrow Account

(101-000-000-205.136)

Court Ordered Escrow:	\$13,359.92
Bonds:	\$28,698.00
Restitution:	\$3,614.50

Total to Escrow Account - (101.000.000.205.136): **\$45,672.42**

		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	\$ 148,443.25	
May	\$136,097.41	\$ 162,945.87	
June	\$138,669.47	\$ 139,612.07	
July	\$131,882.07	\$ 140,495.57	
August	\$156,356.14	\$ 161,593.12	
September	\$155,340.95	\$ 145,006.23	
October	\$148,098.94	\$ 149,269.12	
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			
<i>Totals:</i>	\$ 1,821,613.73	\$ 1,668,411.75	
Expenditure			
<i>Budget:</i>	\$ 1,443,321.00	\$ 1,486,200.32	
<i>Difference:</i>	\$ 378,292.73	\$ 182,211.43	

14-B District Court

Monthly Disbursements

October 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.

October 2017 Disbursements:

Washtenaw County:	\$ 3,483.00
State of Michigan:	\$ 58,318.48
Ypsilanti Township Treasurer:	\$149,269.12

TOTAL: \$211,070.60

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

SEPTEMBER 2017

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	18 Fire Fighters
1 Fire Marshal	3 Shift Lieutenants	1 Clerk III / Staff Support

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 325 requests for assistance. Of those requests, 222 were medical emergency service calls, with the remaining 103 incidents classified as non-medical and/or fire related.

Department activities for the month of September, 2017:

- 1) The Public Education Department participated in the following events:
 - a) Truck Demonstration at Joyful Treats Back-to-School event
 - b) Truck Demonstration at Ypsi Free Methodist Community Program
 - c) Truck Demonstration at GM Family Picnic
 - d) Truck Demonstration at Whittaker Village Community Picnic
 - e) Smoke Alarms: 1168 S Harris (2) & 1447 Andrea (2)
 - f) Car Seat fittings for U of M Buckle Up program

- 2) Fire fighters attended 10 neighborhood watch meetings

- 3) Fire fighters received training in the following areas:
 - a) Washtenaw County HazMat
 - b) Washtenaw County Tech Rescue Team
 - c) Tower Truck with City of Ypsilanti
 - d) CPR Refresher
 - e) EMS

The Fire Marshal had these activities / events for the month of September, 2017:

- 1) Fire Investigations: 2763 Northlawn & 936 Davis
- 2) Plan Reviews: 10
- 3) Inspections: 4
- 4) Fire Inspectors Conference in Lansing, MI

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

- 1) WAMAA
- 2) Officers meeting
- 3) Negotiation prep meeting
- 4) Fire Inspectors Conference in Lansing, MI
- 5) Bid openings for HQ furnaces & carpet
- 6) Bio Care health physicals for all firefighting personnel
- 7) 2 Negotiations for Union Contract
- 8) 2018 Budget Presentation to Township Board
- 9) Completed MSP Evidence form
- 10) Researched concealed space requirements – Fairfield Inn
- 11) Meeting with LB Office agent Kent Brown
- 12) Disaster Tabletop Exercise at Washtenaw County EOC
- 13) 100 Club meeting in Detroit
- 14) Researched for Ypsilanti Township EAP review
- 15) Assisted Fire Marshal with Plan Reviews (10) & Inspections (4)

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 **\$220,500.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 09/02/2017	7954 Rawsonville	\$ 2,500.00 (building)
2) 09/11/2017	2763 Northlawn	\$ 45,000.00 (building)
3) 09/12/2017	Dorset @ Ecorse	\$ 0.00 (vehicle)
4) 09/12/2017	1583 Wingate Blvd	\$ 0.00 (dumpster)
5) 09/15/2017	936 Davis	\$ 150,000.00 (building)
6) 09/20/2017	EB I-94 @ W Michigan	\$ 0.00 (grass)
7) 09/23/2017	7405 Elliott Lane	\$ 5,000.00 (brush)
8) 09/24/2017	1705 Smith	\$ 2,000.00 (fence)
9) 09/25/2017	616 Woburn Drive	\$ 0.00 (cooking)
10) 09/27/2017	660 Woburn Drive	\$ 15,000.00 (building)
11) 09/29/2017	7828 Pleasant Lane	\$ 1,000.00 (natural vegetation)
12) 09/30/2017	7300 Rawsonville	\$ 0.00 (brush / grass)

Respectfully submitted,

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

Attachment: Fire House Incident Type Report (Summary) 09/01/2017 – 09/30/2017

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {09/01/17} And {09/30/17}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	4	1.23%	\$212,500	96.37%
112 Fires in structure other than in a building	1	0.31%	\$2,000	0.90%
113 Cooking fire, confined to container	1	0.31%	\$0	0.00%
131 Passenger vehicle fire	1	0.31%	\$0	0.00%
140 Natural vegetation fire, Other	1	0.31%	\$1,000	0.45%
142 Brush or brush-and-grass mixture fire	2	0.62%	\$5,000	2.26%
143 Grass fire	1	0.31%	\$0	0.00%
154 Dumpster or other outside trash receptacle fire	1	0.31%	\$0	0.00%
	12	3.69%	\$220,500	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	7	2.15%	\$0	0.00%
311 Medical assist, assist EMS crew	29	8.92%	\$0	0.00%
320 Emergency medical service, other	13	4.00%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	47	45.23%	\$0	0.00%
322 Motor vehicle accident with injuries	8	2.46%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	4	1.23%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	11	3.38%	\$0	0.00%
350 Extrication, rescue, Other	1	0.31%	\$0	0.00%
352 Extrication of victim(s) from vehicle	2	0.62%	\$0	0.00%
	222	68.31%	\$0	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	1	0.31%	\$0	0.00%
424 Carbon monoxide incident	3	0.92%	\$0	0.00%
463 Vehicle accident, general cleanup	1	0.31%	\$0	0.00%
	5	1.54%	\$0	0.00%
5 Service Call				
510 Person in distress, Other	3	0.92%	\$0	0.00%
5111 Lock-in	1	0.31%	\$0	0.00%
531 Smoke or odor removal	1	0.31%	\$0	0.00%
5501 Neighborhood Watch	5	1.54%	\$0	0.00%
5502 Community Outreach	1	0.31%	\$0	0.00%
552 Police matter	1	0.31%	\$0	0.00%
554 Assist invalid	2	0.62%	\$0	0.00%
561 Unauthorized burning	1	0.31%	\$0	0.00%

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {09/01/17} And {09/30/17}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
	<u>15</u>	<u>4.62%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611 Dispatched & cancelled en route	21	6.46%	\$0	0.00%
6111 Canceled on Arrival	24	7.38%	\$0	0.00%
622 No Incident found on arrival at dispatch address	4	1.23%	\$0	0.00%
631 Authorized controlled burning	1	0.31%	\$0	0.00%
650 Steam, Other gas mistaken for smoke, Other	1	0.31%	\$0	0.00%
651 Smoke scare, odor of smoke	2	0.62%	\$0	0.00%
	<u>53</u>	<u>16.31%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	5	1.54%	\$0	0.00%
733 Smoke detector activation due to malfunction	4	1.23%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.31%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	2	0.62%	\$0	0.00%
744 Detector activation, no fire - unintentional	2	0.62%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	4	1.23%	\$0	0.00%
	<u>18</u>	<u>5.54%</u>	<u>\$0</u>	<u>0.00%</u>
Total Incident Count:	325	Total Est Loss:	\$220,500	



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Mike Marocco, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Marlene Radzik, WCSO Police Services Commander
Date: November 1, 2017
Re: October 2017 Police Services Monthly Report

In October of 2017, there were 3595 calls for service in Ypsilanti Township, which is a 5.09% decrease in calls for service as compared to October of 2016. This reduction brings us to a 4.26% reduction in Calls For Service Year to Date.

OPERATIONS

During October of 2017, Patrol Operations has been efficient in handling calls for service, traffic enforcement and community engagement duties in pursuit of our total policy philosophy. We will continue to focus on root cause issues and build on the success we have experienced in regards to juvenile and property crimes.

There were two incidents of shots being fired in and around the West Willow neighborhood during September that appear to be related. This activity has resulted in significant outreach and engagement by the Sheriff's Office and partners in order to get resolution to this ongoing conflict.

We are still experiencing opportunistic thievery from vehicles, we continue to utilize multiple media platforms to get the word out the community to lock up their vehicle and refrain from leaving keys inside those vehicles. The vast majority of vehicle thefts and larcenies from vehicles are from unlocked vehicles. There have been 9 loaded handguns stolen from unlocked vehicles in Ypsilanti Township this year.

YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation and social services to ensure that there is accountability beyond Sheriff's Office contact with the offenders that are consistently involved in crimes. The year to date reductions in burglaries, stolen autos and juvenile mischief complaints as indicated below is directly related to the Sheriff's Office engagement of our juvenile population and their family structures. Deputy Morrison has transitioned into this role and is doing an excellent job.

COMMUNITY ACTION TEAM

During the month of October, the Sheriff's Office executed several narcotics related search warrants within Ypsilanti Township which resulted in seizures of narcotics and currency.

Our collaboration with the Michigan Department of Correction in reference to parole compliance continues to pay dividends. Fast reaction to tips regarding parolee misconduct as well as regular home visits are expected by the parolees that are living in Ypsilanti Township and surrounding areas.

There is currently a selection process taking place to replace one of the tenured members who will be rotating back to patrol after a successful 3 year assignment with the unit.

CONSTRUCTION TRAFFIC

Deputies have aggressively patrolled the US-12 Bypass and surrounding areas to mitigate issues caused by the construction as well as to ensure the safety of the workers.

CLR-008 Monthly Summary Of Offenses (WD)

City: Ypsilanti Twp-YPT



Month:	October
Year:	2017
Print Option:	Print Both Monthly and YTD
Include Unfounded:	No
Report Offenses:	Include All (1,2,3,4)
Attempted/Completed/NA:	Includes Attempted, Completed
City:	Ypsilanti Twp-YPT

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of October

Classification	Oct/2016	Oct/2017	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	1	3	200%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	1	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	1	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	0	-100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	1	0%
12000 ROBBERY	6	7	16.66%
13001 NONAGGRAVATED ASSAULT	45	35	-22.2%
13002 AGGRAVATED/FELONIOUS ASSAULT	23	28	21.73%
13003 INTIMIDATION/STALKING	5	7	40%
20000 ARSON	0	0	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	11	17	54.54%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	10	3	-70%
23001 LARCENY -POCKETPICKING	1	1	0%
23002 LARCENY -PURSESNAATCHING	1	0	-100%
23003 LARCENY -THEFT FROM BUILDING	14	27	92.85%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	18	20	11.11%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	5	3	-40%
23007 LARCENY -OTHER	14	11	-21.4%
24001 MOTOR VEHICLE THEFT	14	10	-28.5%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	1	0%
24003 MOTOR VEHICLE FRAUD	1	0	-100%
25000 FORGERY/COUNTERFEITING	0	1	0%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	9	5	-44.4%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	4	6	50%
26003 FRAUD -IMPERSONATION	0	0	0%
26005 FRAUD -WIRE FRAUD	1	1	0%
26007 FRAUD - IDENTITY THEFT	10	12	20%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	5	0	-100%
28000 STOLEN PROPERTY	1	1	0%
29000 DAMAGE TO PROPERTY	43	38	-11.6%
30001 RETAIL FRAUD -MISREPRESENTATION	1	0	-100%
30002 RETAIL FRAUD -THEFT	11	6	-45.4%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	10	16	60%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of October

Classification	Oct/2016	Oct/2017	%Change
35002 NARCOTIC EQUIPMENT VIOLATIONS	6	12	100%
37000 OBSCENITY	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	3	3	0%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	2	3	50%
Group A Totals	276	280	1.449%
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004 POSSESSION OF BURGLARY TOOLS	1	0	-100%
26006 FRAUD -BAD CHECKS	2	2	0%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	0	1	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	1	2	100%
38003 FAMILY -OTHER	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	1	0	-100%
48000 OBSTRUCTING POLICE	7	13	85.71%
49000 ESCAPE/FLIGHT	2	0	-100%
50000 OBSTRUCTING JUSTICE	11	15	36.36%
53001 DISORDERLY CONDUCT	3	0	-100%
53002 PUBLIC PEACE -OTHER	0	1	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	2	5	150%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	25	21	-16%
55000 HEALTH AND SAFETY	1	2	100%
57001 TRESPASS	0	5	0%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	12	6	-50%
73000 MISCELLANEOUS CRIMINAL OFFENSE	1	4	300%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	69	77	11.59%
2800 JUVENILE OFFENSES AND COMPLAINTS	58	41	-29.3%
2900 TRAFFIC OFFENSES	14	29	107.1%
3000 WARRANTS	43	48	11.62%
3100 TRAFFIC CRASHES	124	127	2.419%
3200 SICK / INJURY COMPLAINT	99	157	58.58%
3300 MISCELLANEOUS COMPLAINTS	730	663	-9.17%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of October

Classification	Oct/2016	Oct/2017	%Change
3500 NON-CRIMINAL COMPLAINTS	810	824	1.728%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	1090	895	-17.8%
3800 ANIMAL COMPLAINTS	79	61	-22.7%
3900 ALARMS	170	167	-1.76%
Group C Totals	3217	3012	-6.37%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	0%
4200 PARKING CITATIONS	1	3	200%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	1	1	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	9	1	-88.8%
Group D Totals	11	7	-36.3%
5000 FIRE CLASSIFICATIONS	0	0	0%
5100 18A STATE CODE FIRE CLASSIFICATIONS	1	0	-100%
Group E Totals	1	0	-100%
6000 MISCELLANEOUS ACTIVITIES (6000)	24	37	54.16%
6100 MISCELLANEOUS ACTIVITIES (6100)	139	146	5.035%
6300 CANINE ACTIVITIES	12	5	-58.3%
6500 CRIME PREVENTION ACTIVITIES	29	18	-37.9%
6600 COURT / WARRANT ACTIVITIES	1	0	-100%
6700 INVESTIGATIVE ACTIVITIES	9	13	44.44%
Group F Totals	214	219	2.336%
City : Ypsilanti Twp Totals	3788	3595	-5.09%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through October

Classification	2016	2017	%Change
Group F Totals	0	0	0%
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	1	3	200%
09004 JUSTIFIABLE HOMICIDE	1	0	-100%
10001 KIDNAPPING/ABDUCTION	8	5	-37.5%
10002 PARENTAL KIDNAPPING	3	1	-66.6%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	19	29	52.63%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	6	5	-16.6%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	5	6	20%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	3	2	-33.3%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	1	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	9	7	-22.2%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	12	20	66.66%
12000 ROBBERY	53	58	9.433%
13001 NONAGGRAVATED ASSAULT	452	453	0.221%
13002 AGGRAVATED/FELONIOUS ASSAULT	257	224	-12.8%
13003 INTIMIDATION/STALKING	54	51	-5.55%
20000 ARSON	11	8	-27.2%
21000 EXTORTION	0	2	0%
22001 BURGLARY -FORCED ENTRY	164	125	-23.7%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	56	31	-44.6%
23001 LARCENY -POCKETPICKING	3	3	0%
23002 LARCENY -PURSESNAATCHING	4	1	-75%
23003 LARCENY -THEFT FROM BUILDING	134	177	32.08%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	2	0	-100%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	217	239	10.13%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	17	39	129.4%
23007 LARCENY -OTHER	94	74	-21.2%
24001 MOTOR VEHICLE THEFT	143	120	-16.0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	15	15	0%
24003 MOTOR VEHICLE FRAUD	1	3	200%
25000 FORGERY/COUNTERFEITING	28	17	-39.2%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	84	74	-11.9%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	101	90	-10.8%
26003 FRAUD -IMPERSONATION	1	0	-100%
26005 FRAUD -WIRE FRAUD	9	7	-22.2%
26007 FRAUD - IDENTITY THEFT	90	89	-1.11%
26008 FRAUD - HACKING/COMPUTER INVASION	1	1	0%
27000 EMBEZZLEMENT	29	10	-65.5%
28000 STOLEN PROPERTY	18	14	-22.2%
29000 DAMAGE TO PROPERTY	393	312	-20.6%
30001 RETAIL FRAUD -MISREPRESENTATION	6	6	0%
30002 RETAIL FRAUD -THEFT	144	92	-36.1%
30003 RETAIL FRAUD -REFUND/EXCHANGE	2	1	-50%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through October

Classification	2016	2017	%Change
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	158	150	-5.06%
35002 NARCOTIC EQUIPMENT VIOLATIONS	72	84	16.66%
37000 OBSCENITY	2	3	50%
40001 COMMERCIALIZED SEX -PROSTITUTION	1	1	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	1	0%
52001 WEAPONS OFFENSE- CONCEALED	38	31	-18.4%
52002 WEAPONS OFFENSE -EXPLOSIVES	1	1	0%
52003 WEAPONS OFFENSE -OTHER	14	17	21.42%
Group A Totals	2936	2703	-7.93%
09003 NEGLIGENCE HOMICIDE -VEHICLE/BOAT	1	0	-100%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	14	9	-35.7%
22004 POSSESSION OF BURGLARY TOOLS	2	0	-100%
26006 FRAUD -BAD CHECKS	12	16	33.33%
36003 PEEPING TOM	1	0	-100%
36004 SEX OFFENSE -OTHER	5	1	-80%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	39	41	5.128%
38003 FAMILY -OTHER	1	3	200%
41002 LIQUOR VIOLATIONS -OTHER	32	21	-34.3%
48000 OBSTRUCTING POLICE	86	93	8.139%
49000 ESCAPE/FLIGHT	6	6	0%
50000 OBSTRUCTING JUSTICE	133	121	-9.02%
53001 DISORDERLY CONDUCT	28	31	10.71%
53002 PUBLIC PEACE -OTHER	4	6	50%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	37	44	18.91%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	225	217	-3.55%
55000 HEALTH AND SAFETY	14	25	78.57%
57001 TRESPASS	5	8	60%
57002 INVASION OF PRIVACY -OTHER	0	1	0%
58000 SMUGGLING	3	0	-100%
59000 ELECTION LAWS	1	1	0%
61000 TAX/REVENUE	1	0	-100%
62000 CONSERVATION	2	1	-50%
63000 VAGRANCY	6	8	33.33%
70000 JUVENILE RUNAWAY	89	82	-7.86%
73000 MISCELLANEOUS CRIMINAL OFFENSE	24	16	-33.3%
77000 CONSPIRACY (ALL CRIMES)	0	1	0%
Group B Totals	771	752	-2.46%
2800 JUVENILE OFFENSES AND COMPLAINTS	631	519	-17.7%
2900 TRAFFIC OFFENSES	210	312	48.57%
3000 WARRANTS	563	541	-3.90%
3100 TRAFFIC CRASHES	1076	1088	1.115%
3200 SICK / INJURY COMPLAINT	1066	1350	26.64%
3300 MISCELLANEOUS COMPLAINTS	7808	6964	-10.8%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through October

Classification	2016	2017	%Change
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	15	10	-33.3%
3500 NON-CRIMINAL COMPLAINTS	9988	10508	5.206%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	10124	8768	-13.3%
3800 ANIMAL COMPLAINTS	749	699	-6.67%
3900 ALARMS	1743	1751	0.458%
Group C Totals	33973	32510	-4.30%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	12	6	-50%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	3	2	-33.3%
4200 PARKING CITATIONS	26	27	3.846%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	11	11	0%
4400 WATERCRAFT CITATIONS	1	0	-100%
4500 MISCELLANEOUS A THROUGH UUUU	94	35	-62.7%
Group D Totals	147	81	-44.8%
5000 FIRE CLASSIFICATIONS	2	3	50%
5100 18A STATE CODE FIRE CLASSIFICATIONS	14	0	-100%
Group E Totals	16	3	-81.2%
6000 MISCELLANEOUS ACTIVITIES (6000)	290	381	31.37%
6100 MISCELLANEOUS ACTIVITIES (6100)	1274	1327	4.160%
6300 CANINE ACTIVITIES	75	67	-10.6%
6500 CRIME PREVENTION ACTIVITIES	295	252	-14.5%
6600 COURT / WARRANT ACTIVITIES	16	5	-68.7%
6700 INVESTIGATIVE ACTIVITIES	92	103	11.95%
Group F Totals	2042	2135	4.554%
City : Ypsilanti Twp Totals	39885	38184	-4.26%



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, NOVEMBER 21, 2017

5:00pm

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

1. 2018 PRELIMINARY BUDGETSUPERVISOR STUMBO AND JAVONNA NEEL
 - a) FUND 208 – PARKS
 - b) FUND 230 – RECREATION
 - c) FUND 236 – 14B DISTRICT COURT
 - d) FUND 584 – GOLF COURSE
2. AGENDA REVIEW SUPERVISOR STUMBO
3. OTHER DISCUSSION BOARD MEMBERS

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



Supervisor's Office

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TO: Karen Lovejoy Roe, Clerk
FROM: Brenda L. Stumbo, Supervisor
DATE: November 14, 2017
RE: Request to place budget discussion on November 21, 2017 Work Session
Agenda

Please place the following on the November 21, 2017 Work Session agenda:

1. Presentation by Javonna Neel – 2018 Fiscal Year Budget
 - a) Fund 208 – Parks
 - b) Fund 230 – Recreation
 - c) Fund 236 – 14B District Court
 - d) Fund 584 – Golf Course

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NARRATIVE

Fund 208 - Parks

Revenues

Line Item	Explanation
208-000-000-651-000 – Charge Services-Handball Court	Funds are generated by the rental of the racquetball/wallyball courts located at the Community Center.

Expenditures

Line Item	Explanation
208-208-000-703-000 – Salaries-Elected Officials	Per diem compensation for the nine elected Park Commissioners at \$50 each. 14 meetings have been budgeted for 2018.
208-208-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
208-208-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
208-208-000-801-000 – Professional Services	This line item reflects fees paid for Professional Services. \$500 has been budgeted in the event the Park Commission wishes to hire a consultant for park planning.
208-208-000-958-000 – Membership and Dues	This line item covers the annual membership with the Michigan Parks & Recreation Association.

8/25/17

11/16/2017

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 10/31/2017

GL NUMBER	DESCRIPTION	2015 ACTIVITY	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET	2017 ACTIVITY THRU 10/31/17	2018 REQUESTED BUDGET
Fund 208 - PARKS FUND							
Dept 000.000							
Transfers-In							
208-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	100	100	0	0
TOTAL TRANSFERS-IN		0	0	100	100	0	0
Revenue							
208-000.000-651.000	CHARGE-SERVICES HANDBALL COUR	7,343	6,959	7,500	7,500	4,366	7,500
208-000.000-664.001	INTEREST EARNED	2	15	0	0	147	0
208-000.000-694.001	OTHER INCOME-MISCELLANEOUS	0	0	0	0	15	0
TOTAL REVENUE		7,345	6,974	7,500	7,500	4,528	7,500
NET OF REVENUES/APPROPRIATIONS - 000.000-		7,345	6,974	7,600	7,600	4,528	7,500
Dept 208.000-PARKS							
Expenditure							
208-208.000-703.000	SALARIES - ELECTED OFFICIALS	3,400	3,600	6,300	6,300	3,400	6,300
208-208.000-715.000	F.I.C.A./MEDICARE	49	52	91	91	49	91
208-208.000-723.000	DEFERRED COMPENSATION EMPLOYE	44	47	82	82	44	82
208-208.000-801.000	PROFESSIONAL SERVICES	0	0	500	500	0	500
208-208.000-956.000	MISCELLANEOUS	0	484	0	0	0	0
208-208.000-958.000	MEMBERSHIP AND DUES	500	500	500	500	500	500
208-208.000-960.000	EDUCATION AND TRAINING	0	0	127	127	0	0
TOTAL EXPENDITURE		3,993	4,683	7,600	7,600	3,993	7,473
NET OF REVENUES/APPROPRIATIONS - 208.000-PARKS		(3,993)	(4,683)	(7,600)	(7,600)	(3,993)	(7,473)
ESTIMATED REVENUES - FUND 208		7,345	6,974	7,600	7,600	4,528	7,500
APPROPRIATIONS - FUND 208		3,993	4,683	7,600	7,600	3,993	7,473
NET OF REVENUES/APPROPRIATIONS - FUND 208		3,352	2,291	0	0	535	27

NARRATIVE

Fund 230 – Recreation 2017

Revenues

Line Item	Explanation
230-000-000-529-000 – Federal Grants-Other	This line item reflects the revenues received for the Senior Nutrition Grant Program. This is a Federal Program through the County. On avg. we serve 500 meals monthly.
230-000-000-540-000 – County Grant	This line item reflects revenues received through Washtenaw County Public Health – Building Healthy Communities Projects. The goals of the grant include enhancing access to parks, increasing physical activity and encouraging social interaction.
230-000-000-630-000 – Recreation/Adult Sports	Revenues generated from adult sports programs (racquetball, softball, soccer, tennis).
230-000-000-631-000 – Recreation/Youth Sports	Revenues generated from youth sports programs (t-ball, coach pitch, baseball, softball, basketball, soccer, tennis, gymnastics, flag football, sports camps, Start Smart pre-school age sports programs, golf and karate).
230-000-000-632-000 – Recreation/Dance	Revenues generated from youth & adult dance and fitness classes.

Line Item	Explanation
230-000-000-634-000 – Recreation/Day Camp	Revenues generated from youth day camps (spring break & specialty camps, e.g. Archery, Bricks 4 Kidz). Not budgeting for this in 2018. Other agencies are offering camps in our area that are free or highly subsidized.
230-000-000-635-000 – Recreation/Senior Citizen Dues	Revenues generated from annual “50 & Beyond” member dues (individual & family memberships offered).
230-000-000-636-000 – Recreation/Other Activities	Revenues generated from youth & adult enrichment programs & special events (holiday events, arts & crafts, drama, Jump-A-Rama, etc.)
230-000-000-637-000 – Recreation/Sr. Citizen Activity Fees	Revenues generated from “50 & Beyond” programs, travel and special events (Daddy Daughter, Tinsel Town, contractual art classes for Seniors).
230-000-000-638-000 - Miscellaneous	Non-Program revenues such as vending machine commissions, donations (photos taken at dance recital, etc.).
230-000-000-639-000 – Building/Field Rental	Revenues generated from room & gym rentals as well as from outdoor field & court rentals.
230-000-000-641-001 – Ford Lake Gate Fees	Revenues generated from park entry gate fees (annual & daily fees collected from the sale of park & boat permits).
230-000-000-641-002 – Ford Lake Shelter Rent	Revenues generated from park shelter rentals.
230-000-000-664-001 – Interest Earned	Interest earned from the Rec Fund. Information based on actual figures from 2017 budget.

Line Item	Explanation
230-000-000-675-000 – Contributions & Donations	Revenues received from individuals, businesses and organizations who donate to the department (example: Brian Auten Photography). Donations are usually earmarked for a specific item or program.
230-000-000-675-006 – Senior Grant Private Grantor	This is a line item created for a one time grant received for the 50 & Beyond Program. It has not been determined that we will receive this again in 2018.
230-000-000-675-008 – Donations – Art in the Park	This line item was created for future donations to our collaborative community art projects
230-000-000-694-004 – Misc. Revenue-Insurance Reimb.	This line item is used for Insurance claims paid to fix and repair. Usually a budget amendment is requested for this revenue and the corresponding expenditure at the time of reimbursement.
230-000-000-697-212 – Transfer In: BSR II Fund	This line item reflects the amount needed from Fund 212-BSR II to support the expenditure side of the budget. This line item has been increased by \$15,000 to cover the amount needed for the Community Center maintenance contract in 2018.
230-000-000-699-000 – Appropriated Prior Year Balance	This is the balance (or surplus) of the Rec Fund Budget from previous years.

Expenditures

Line Item	Explanation
230-751-000-705-000 – Salary-Supervision	This line item is used for the Recreation Superintendent's salary. For this draft budget, we are budgeting the same as in 2017. The salary will be determined by the Board.
230-751-000-706-000 – Salary-Permanent Wages	This line item reflects the wages for a Senior Citizen Coordinator, a Recreation Supervisor, a Floater II/Clerk III and three (3) Building Attendant positions. The AFSCME and Teamsters contracts expire at the end of 2017 and salary increases are unknown at this time. For this draft budget, we are budgeting the same as in 2017.
230-751-000-707-000 – Salary-Temporary/Seasonal (sports staff for soccer, flag football, etc.)	These part-time positions teach, coordinate and supervise most of our programs. Usually 17 employees ranging \$10 to \$18 per hour or a flat amount for program.
230-751-000-707-100 – Salary-Temporary Program Staff – (Senior Aide, bus drivers, fitness instructors, art, etc.)	These part-time positions teach, coordinate and supervise most of our programs. Usually 6 to 12 employees ranging \$10 to \$20 per hour.
230-751-000-707-200 – Salary-Temporary Dance Staff	These part-time positions teach, coordinate or dance program. Usually 5-6 employees ranging \$16-\$20 per hour. This also includes instructor pay for Urban Ballroom & Zumba.
230-751-000-707-775 – Salary-Temporary Ford Lake Park	This line item includes Park Rangers & Park Attendants. Usually 14 to 15 employees ranging \$9 to \$15 per hour.
230-751-000-708-004 – Salaries Pay Out-PTO & Sick Time	Employees may request a payout of 32 hours of PTO at 100%. It will be a Board decision if additional payouts of PTO time should be budgeted.

Line Item	Explanation
230-751-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
230-751-000-719-000 – Health Insurance	We will be receiving an increase of 9.84% in health insurance rates for 2018. The budget has been adjusted to reflect the increase. A higher increase is budgeted due to all covered employees received family coverage.
230-751-000-719-001 – Sick & Accident	Our rates for sick & accident insurance are guaranteed through 8/31/18. Therefore, no increase is budgeted at this time. If needed, we will adjust these numbers when renewal rates are received.
230-751-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage.
230-751-000-719-015 – Dental Benefits	We were notified that our renewal rates will decrease by 6.57% in 2018. Even though a decrease is budgeted, an increase is shown due to all eligible employees receiving family dental coverage.
230-751-000-719-016 – Vision Benefits	Our rates for vision insurance are guaranteed through 8/31/18. Therefore, no increase is budgeted at this time. If needed, we will adjust these numbers when renewal rates are received.
230-751-000-719-020 – Health Care Deduction	This line item is used to fund the Choice Strategies cards associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
230-751-000-719-021 – Admin Fees – Health Deductible	The card used to pay the health care deductibles is administered by Choice Strategies.

Line Item	Explanation
230-751-000-720-000 – Life Insurance	Our rates for life insurance are guaranteed through 8/31/18. Therefore, no increase is budgeted at this time. If needed, we will adjust these numbers when renewal rates are received.
230-751-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
230-751-000-727-000 – Office Supplies	This line item covers the cost of general office supplies and paper for printing the monthly senior newsletter, fliers, rules, programs, etc.
230-751-000-730-000 - Postage	This line item covers recreation department mailings. Did not offer Rec Discover Guide in 2017; will utilize this line item more in 2018 (e.g. mail post cards notification about online program registration).
230-751-000-740-000 – Operating Supplies	This line item covers all of the supplies and equipment needed to operate the many programs and services we offer.
230-751-000-740-100 – Rec Youth Sports Program Supplies	This line item covers supplies needed to operate our Youth Sports (including renting gym space). This also covers instructor pay for contractual classes (e.g. Karate)
230-751-000-740-150 – Rec Adult Sports Supplies	This line item covers supplies needed to operate our Adult Sports.
230-751-000-740-200 – Rec Dance Programs	This line item covers supplies needed to operate our Dance program (dance costumes, etc.). This also covers instructor pay for contractual programs (e.g. Ballroom Dance).

Line Item	Explanation
230-751-000-740-400 – Rec Enrichment Programs	This line item covers supplies needed to operate our Enrichment Programs (special events, classes, etc.). This also covers instructor pay for contractual classes (e.g. Yoga, Jump-A-Rama, Art classes). There is an increase in this line item for 2018 due to adding the art class instruction (formally covered through part-time salaries).
230-751-000-740-500 – Rec Senior Programs	This line item covers supplies needed to operate our Senior Programs; Includes the purchase of key fobs for memberships.
230-751-000-757-775 – Operating Supplies – FLP	These are supplies needed to operate the parks (printing of daily & seasonal permits, shirts and ranger uniforms, office supplies, etc.).
230-751-000-776-003 – Maint. Supplies-Community Ctr.	This line item mainly covers custodial supplies for the community center.
230-751-000-800-001 – Administration Fees	Figures provided by the Accounting Director.
230-751-000-818-000 – Contractual Services	This line item reflects sports officials who are not on our payroll; This includes referees and umpires.
230-751-000-818-002 – Contractual Services-Comm Ctr.	This line item is directly related to the maintenance of the community center. An additional \$15,000 has been budgeted in this line item for the maintenance contract for the Community Center in 2018.
230-751-000-850-000 - Telephone	Telephone usage at the community center.
230-751-000-867-000 – Gas & Oil	This line item pays for fueling the township bus, two ranger trucks and township van and Rec. Dept. vehicle.

Line Item	Explanation
230-751-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
230-751-000-876-003 – OPEB Funding-Retiree Health	Figures provided by the Accounting Director.
230-751-000-880-000 – Community Promotion	Printing of two issues of “Discover Ypsilanti Township” magazine and contracting with Constant Contact which is a web based newsletter program. We did not offer a print edition of the Discover Guide in 2017, but believe program enrollment decreased due to the elimination of the guide.
230-751-000-890-000 – Senior Nutrition Program	This line item is used for the Senior Nutrition Program and is reimbursed by a grant.
230-751-000-915-000 – Insurance and Bonds	Figures provided by the Accounting Director.
230-751-000-917-000 – Workers Compensation	Figures provided by the Accounting Director.
230-751-000-920-003 – Utilities-Community Center	This line item covers all of the utilities at the Community Center.
230-751-000-931-003 – Repairs-Community Center	This line item covers maintenance supplies & repairs to the community center including its fixtures.
230-751-000-931-021 – Non Recurring R&M-Comm Ctr.	This line item covers unexpected “one time” repairs throughout the year at the community center.
230-751-000-933-001 – Maintenance Contracts	This item covers our maintenance agreement for our copier thru Ricoh.
230-751-000-941-000 – Equipment Rental/Leasing	This line item covers the cost of renting port-a-johns for various parks.

Line Item	Explanation
230-751-000-943-000 – Motorpool Lease/Maintenance	This line item covers the lease and maintenance cost of recreation department vehicles including the township bus, van and two ranger trucks.
230-751-000-957-000 – Bank Charges	This line item covers processing fees for accepting credit cards. The cost is built into our program fees.
230-751-000-958-000 – Membership & Dues	Membership dues paid for staff & the department for the Michigan Recreation & Park Association.
230-751-000-967-100 – County Communities Grant	This line item reflects grant expenditures for enhancing access to parks, increasing physical activity and encouraging social interaction. The revenue for these grant dollars is budgeted in 230-000-000-540-000 – County Grant.

11/16/17

11/16/2017

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 10/31/2017

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GL NUMBER	DESCRIPTION	2015 ACTIVITY	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET	2017 ACTIVITY THRU 10/31/17	2018 REQUESTED BUDGET
Fund 230 - RECREATION FUND							
Dept 000.000							
Revenue							
230-000.000-529.000	FEDERAL GRANTS - OTHER	13,950	15,250	15,000	15,000	12,000	15,000
230-000.000-540.000	COUNTY GRANT	0	0	0	0	0	5,000
230-000.000-630.000	RECREATION/ADULT SPORTS	14,190	19,115	11,000	11,000	17,370	19,000
230-000.000-631.000	RECREATION/YOUTH SPORTS	85,612	76,532	87,000	87,000	65,111	80,000
230-000.000-632.000	RECREATION/DANCE	58,044	56,874	60,000	60,000	43,937	58,000
230-000.000-634.000	RECREATION/DAY CAMP	13,587	10,437	3,500	3,500	0	0
230-000.000-635.000	RECREATION/SENIOR CITIZEN DUE	11,548	12,178	11,000	11,000	10,857	11,000
230-000.000-636.000	RECREATION/OTHER ACTIVIES	32,246	34,805	30,000	30,000	33,007	30,000
230-000.000-637.000	RECREATION/SR. CITZ. ACT. FEE	5,315	6,509	11,000	11,000	5,749	11,000
230-000.000-638.000	MISCELLANEOUS	1,865	1,211	1,000	1,000	696	700
230-000.000-639.000	BUILDING / FIELD RENTAL	34,011	49,978	37,000	37,000	38,831	37,000
230-000.000-640.000	OTHER INCOME RECREATION	0	0	0	0	1,470	0
230-000.000-641.001	FORD LAKE GATE FEES	42,995	47,266	45,000	45,000	52,619	45,000
230-000.000-641.002	FORD LAKE SHELTER RENT	6,813	6,610	7,000	7,000	5,780	7,000
230-000.000-664.001	INTEREST EARNED	57	98	50	50	137	50
230-000.000-675.000	CONTRIBUTIONS & DONATIONS	10,531	300	200	200	0	200
230-000.000-675.006	SENIOR GRANT- PRIVATE GRANTOR	0	11,934	0	0	0	0
230-000.000-675.008	DONATIONS - ART IN THE PARK	0	2,500	0	0	0	0
230-000.000-694.004	MISC REVENUE - INSURANCE REIMB	1,455	950	500	500	769	0
230-000.000-697.212	TRANSFER IN: FROM BSR II FUND	520,000	503,148	494,723	494,723	400,000	507,519
	TOTAL REVENUE	852,219	855,695	813,973	813,973	688,333	826,469
NET OF REVENUES/APPROPRIATIONS - 000.000-		852,219	855,695	813,973	813,973	688,333	826,469

Calculations as of 10/31/2017

GL NUMBER	DESCRIPTION	2015 ACTIVITY	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET	2017 ACTIVITY THRU 10/31/17	2018 REQUESTED BUDGET
Dept 751.000-RESIDENT SVCS: RECREATION							
Expenditure							
230-751.000-705.000	SALARY - SUPERVISION	62,407	61,135	61,814	61,814	48,729	61,814
230-751.000-706.000	SALARY - PERMANENT WAGES	221,823	212,457	184,508	184,508	133,832	184,508
230-751.000-707.000	SALARY - TEMPORARY/SEASONAL	11,608	12,408	13,000	13,000	7,354	13,000
230-751.000-707.100	SALARY - TEMP PROGRAM STAFF	46,500	41,382	37,000	34,000	17,145	30,000
230-751.000-707.200	SALARY - TEMP DANCE STAFF	15,234	10,580	16,000	16,000	8,958	16,000
230-751.000-707.775	SALARY - TEMP. FORD LAKE PARK	52,840	46,691	51,000	51,000	41,751	51,000
230-751.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	3,271	5,948	6,227	6,227	0	6,149
230-751.000-708.010	HEALTH INS BUYOUT	0	0	0	0	215	0
230-751.000-709.000	REG OVERTIME	757	285	500	500	615	0
230-751.000-715.000	F.I.C.A./MEDICARE	23,561	21,829	21,219	21,219	14,637	20,841
230-751.000-719.000	HEALTH INSURANCE	84,500	80,761	70,935	70,935	55,179	81,884
230-751.000-719.001	SICK AND ACCIDENT	1,661	2,135	1,915	1,915	1,756	1,915
230-751.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(20,122)	(9,685)	(7,200)	(7,200)	0	(7,200)
230-751.000-719.015	DENTAL BENEFITS	5,723	4,715	5,038	5,038	4,656	5,329
230-751.000-719.016	VISION BENEFITS	1,069	1,045	941	941	962	941
230-751.000-719.020	HEALTH CARE DEDUCTION	18,609	12,260	23,100	23,100	9,712	23,100
230-751.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	458	458	360	360	225	360
230-751.000-720.000	LIFE INSURANCE	810	990	792	792	726	792
230-751.000-723.000	DEFERRED COMPENSATION EMPLOYE	1,773	1,561	1,703	1,703	1,061	1,703
230-751.000-727.000	OFFICE SUPPLIES	1,813	1,574	1,800	2,000	1,226	1,800
230-751.000-730.000	POSTAGE	11,081	11,140	11,000	8,500	535	11,000
230-751.000-740.000	OPERATING SUPPLIES	1,858	338	500	2,500	438	500
230-751.000-740.100	REC YOUTH SPORTS PROG	13,759	18,240	15,000	16,000	15,256	19,000
230-751.000-740.150	REC ADULT SPORTS PROG	1,517	2,262	1,500	1,500	1,488	1,500
230-751.000-740.200	REC DANCE PROGRAMS	12,792	14,607	12,000	12,000	4,342	12,000
230-751.000-740.300	REC CAMP PROGRAMS	1,409	2,014	1,000	1,000	119	0
230-751.000-740.400	REC ENRICHMENT PROGRAMS	7,465	7,294	5,000	22,300	18,630	15,000
230-751.000-740.500	REC SENIOR PROGRAMS	2,110	2,155	1,000	1,000	0	800
230-751.000-740.600	ARTS & CRAFT PARK PROGRAM	0	0	0	1,130	685	0
230-751.000-757.775	OPERATING SUPP: FORD LAKE PAR	1,580	2,229	2,500	2,500	2,500	2,500
230-751.000-776.000	MAINTENANCE SUPPLIES	74	15	0	0	0	0
230-751.000-776.003	MAINT SUPPLIES - COMMUNITY CT	5,141	5,872	4,500	5,000	4,065	4,500
230-751.000-800.001	ADMINISTRATION FEES	23,110	25,051	25,051	25,051	20,876	19,083
230-751.000-818.000	CONTRACTUAL SERVICES	19,990	15,049	14,500	14,500	9,285	14,500
230-751.000-818.002	CONTRACTUAL SERVICES COMM CEN	2,976	2,795	2,000	2,300	2,213	17,000
230-751.000-850.000	TELEPHONE	2,086	2,187	2,400	2,400	839	2,000

Calculations as of 10/31/2017

GL NUMBER	DESCRIPTION	2015 ACTIVITY	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET	2017 ACTIVITY THRU 10/31/17	2018 REQUESTED BUDGET
230-751.000-860.000	TRAVEL	0	0	75	75	0	0
230-751.000-867.000	GAS & OIL	3,807	2,705	4,000	4,000	1,974	3,000
230-751.000-876.000	RETIREMENT/MERS	36,096	34,843	36,382	36,382	24,552	27,523
230-751.000-876.003	OPEB FUNDING- RETIREE HEALTH	48,874	46,041	40,972	40,972	40,972	39,894
230-751.000-880.000	COMMUNITY PROMOTION	18,635	19,330	19,000	3,175	504	15,000
230-751.000-890.000	SENIOR NUTRITION PROGRAM	8,689	7,999	15,000	15,000	6,583	15,000
230-751.000-913.000	INSURANCE & BONDS FLEET	6,249	7,012	7,380	7,380	6,120	7,749
230-751.000-917.000	WORKERS COMPENSATION INSURANC	8,326	9,028	9,361	9,361	7,300	8,684
230-751.000-920.003	UTILITIES - COMMUNITY CENTER	55,702	48,735	60,000	58,870	49,807	58,000
230-751.000-931.003	REPAIRS COMMUNITY CENTER	4,525	162	1,700	1,700	1,543	1,700
230-751.000-931.021	NON RECURRING R & M-COMM CTR	331	21,358	4,000	3,200	0	4,000
230-751.000-933.001	MAINTENANCE CONTRACTS	6,914	5,403	4,600	4,600	4,589	4,600
230-751.000-940.000	RENT	2,424	0	0	0	0	0
230-751.000-941.000	EQUIPMENT RENTAL/LEASING	2,890	3,575	2,500	3,200	2,515	3,500
230-751.000-943.000	MOTORPOOL LEASE/MAINTENANCE	14,700	15,585	15,200	15,200	12,678	14,200
230-751.000-957.000	BANK CHARGES	5,620	4,008	5,000	5,000	3,964	5,000
230-751.000-958.000	MEMBERSHIP AND DUES	175	175	200	325	280	300
230-751.000-967.100	COUNTY COMMUNITIES GRANT	0	0	0	0	0	5,000
230-751.000-974.022	SENIOR REC CENTER - EQUIPMENT	0	4,901	0	0	0	0
TOTAL EXPENDITURE		865,200	850,637	813,973	813,973	593,391	826,469
NET OF REVENUES/APPROPRIATIONS - 751.000-RESIDENT SVCS: RECREA		(865,200)	(850,637)	(813,973)	(813,973)	(593,391)	(826,469)
ESTIMATED REVENUES - FUND 230		852,219	855,695	813,973	813,973	688,333	826,469
APPROPRIATIONS - FUND 230		865,200	850,637	813,973	813,973	593,391	826,469
NET OF REVENUES/APPROPRIATIONS - FUND 230		(12,981)	5,058	0	0	94,942	0

NARRATIVE

Fund 236 – 14B District Court

Revenues

Line Item	Explanation
236-000-000-569-019 – State Grant Revenue	Funds received through a grant from the Supreme Court Administrative Office for a Human Trafficking Docket and Drug Court Docket. This grant expires September 30, 2017. The court is currently applying for grant money under the drug court program through Supreme Court Administrative Office and Office of Highway Safety Planning. If the court receives drug court grant funding it will be the only drug court in Washtenaw County. In addition to traditional drug court services, the court will continue the efforts of the previous grant. This line item is offset by a corresponding expenditure item. Once grants are awarded in September, the Court will provide the budget line item amounts.
236-000-000-601-136 – 14B State Shared Revenue	Represents payment from State of Michigan toward that portion of the Judge's salary that is paid directly by the Township. This results in the Township paying no "out of pocket" expense for salary of Judge. This line item remains the same as 2017.

Line Item	Explanation
236-000-000-601-137 – 14B State of MI Juror Comp Reimb	<p>The State of Michigan reimburses the Township for a portion of the Jury Fees paid to jurors. A report is made every six months by the Court and the amount reimbursed by the State is done according to a formula and dependent upon the amount of fees collected by the State. The payments are received twice during the fiscal year. The Court is reducing this amount due to a change in how juries are selected. Beginning in 2016 the Court began holding a hearing the day before jurors were required to attend. Often cases are resolved on the day prior to jurors' obligation to attend. If that occurs, jurors do not come to the Court and we are not obligated to pay them. This reduction in payments to jurors will result in a reduction in the amount reimbursed for juror payments.</p>
236-000-000-602-136 – 14B Court Costs	<p>This line item includes the amounts collected as "Court costs" in criminal and traffic cases. It is dependent upon the number of criminal and traffic cases filed by the police agencies and the Court's effectiveness in collecting fines assessed. In the past two years there has been an increase in cases filed and therefore an increase in costs collected. In addition, the Court has made a number of changes to improve collections over the past 3 years. The Court anticipates that this trend will continue. As a result this line item has been increased.</p>

Line Item	Explanation
236-000-000-602-544 – 14B State of MI Caseflow Assistnc	The amount reflects money received from the State of Michigan based upon the number of drunk driving and drug cases filed with the Court. The Court files a report with the State in March of each year for the previous calendar year. Payments are usually received in June and are dependent upon the number of such cases filed and the amount of fees collected by the Secretary of State for "License Reinstatement Fees". The number of cases that qualify for caseflow assistance has been steadily increasing and it is anticipated that the number of qualifying cases will be continue to increase for 2018.
236-000-000-603-136 – 14B Civil Fees	This reflects the amounts collected as Civil fees - including filing fees, writ and motion fees. Most of the amount collected for a filing fee (approximately 65%) is taken by the State of Michigan and the balance remains as local money. There have been a number of legislative changes affecting this line item. Changes in State law regarding the frequency with which garnishments are filed is the most significant. Prior to these changes, garnishments for wages had to be renewed periodically. Now a wage garnishment is effective for the life of the judgment. The legislation did not provide for an increase in filing fees to account for the reduction in filings. In addition to a reduction in the amount the Court is able to collect, there has been a trend for reduced filing of new civil cases. As a result this line item will be decreased.

Line Item	Explanation
236-000-000-604-000 – 14B Probation Fees	<p>This item includes payments received as an oversight fee paid by those on probation with the Court. Currently the monthly fee is \$30. There has been a trend over the past few years has been that the percentage of cases that are sent to probation has decreased. As with court costs, the Court is projecting an increase in probation fees collected as the numbers of cases and tickets filed has increased. As not all cases are referred to probation, there is a projection of about a 5% increase in probation fees collected. In addition to the 5% projected increase, the addition of the financial coordinator will increase collections in this line item.</p>
236-000-000-605-001 – 14B Ordinance Fines & Costs	<p>This amount is the money collected and designated as a Penal Fine for violation of an Ypsilanti Township Ordinance. This amount is dependent upon the number of cases filed by the Sheriff's Dept. and the Court's effectiveness in collecting fines assessed. In the past two years there has been an increase in cases filed and therefore an increase in costs collected. In addition, the Court has made a number of changes to improve collections over the past 3 years. The Court anticipates that this trend will continue. As a result this line item has been increased.</p>

Line Item	Explanation
236-000-000-605-003 – 14B Bond Forfeitures	This sum is the money collected by the Court for forfeiture of a bond posted by a criminal defendant. A bond is forfeited when a defendant fails to appear for a scheduled court hearing. This line item has seen a decrease in the last year. Over the past few years this has been a varied amount. If more defendants are utilizing bail bond's services, there is a decrease in the cash bonds deposited with the court and this could contribute to a reduction. The Court anticipates that this number will continue to decrease for 2018. Therefore, a 20% reduction is budgeted.

<p>236-000.000-688.200 – Reimburse Projects 14B Court</p>	<p>In July of 2013 the Michigan Indigent Defense Commission (MIDC) was created by legislative Act 19 of 2013. This law requires that the MIDC establish minimum standards for the local delivery of indigent criminal defense services providing effective assistance of counsel to adults throughout this state. These minimum standards shall be designed to ensure the provision of indigent criminal defense services that meet constitutional requirements for effective assistance of counsel. These standards require a greater level of service than is provided under our current contract model. Changes include a requirement for appearance of appointed counsel at arraignment, continuing legal education, and mandatory initial client interview among other requirements. Attached is the legislation and set one of the approved minimum standards for indigent criminal defense services. The legislation as passed in 2013 requires the state to provide funding to pay for the increases in costs for delivery of indigent defense services. The amounts requested in this line item may need to be adjusted once the compliance plan is in place. This line item reflects the amounts that will be requested for reimbursement from the State for the additional costs of mandated services.</p>

Expenditures

Line Item	Explanation
236-136-000-703-001 – Salary-Judge	Represents "pass through" payment for Ypsilanti Township's share of Judge's salary - this amount is reimbursed to the Township by the State as reflected in Revenue line item 601.136.
236-136-000-706-000 – Salary-Permanent Wages	This line item includes salary for the Deputy Clerk positions (6 full-time); One Probation Agent; One Probation Secretary; and 2 Judicial Secretaries. In addition the court is proposing the addition of a collections / financial coordinator position. A description of duties is attached. The duties of this position will be divided between two primary duties. The first will be providing collections oversight for defendants who indicate they are unable to pay fines and costs at the time of sentencing. This will bring the court further into compliance with collections standards set by the State Court Administrative Office (SCAO) by taking the ability to pay conversation out of the courtroom. This provides both a service to the court and to the public. It should result in an increase in revenues by expediting and monitoring payments from defendants. Other courts who have implemented a similar collections model indicate that the position is self-sustaining as a result of increased revenue. For the public the position will result in the potential for fewer court appearances. If we achieve fewer court appearances that will reduce the workload for the traffic – criminal clerks. The public also benefits by reducing or eliminating a public discussion of personal financial needs. As this position is anticipated to be self-sustaining, we have increased revenue to reflect the anticipated

Line Item	Explanation
236-136-000-706-000 – Salary-Permanent Wages <i>(continued)</i>	benefits of the position. The second set of duties that this position will address will be the daily accounting needs of the court. This will bring the court into compliance with a number of noted past audit deficiencies. In the past there were not enough employees to create enough separation of duties in the daily reconciliation of monies collected by clerks. The addition of this position will create the missing layer of accounting in that process. This position will also be able to be more responsive to the Township Accounting department when there is a need for additional information to be provided. Finally, this position will assist in reducing some of the additional burden placed on other court employees when the court staff was reduced by one third in 2008. In addition to the initial reduction in staff, two other positions were eliminated between then and now. All of the duties required of the staff that was eliminated had to be absorbed by existing staff. The AFSCME contract expires at the end of 2017 and salary increases are unknown at this time. For the draft, no increase in wages was budgeted.
236-136-000-706-001 – Salary-Bailiff	This line item includes the salary paid to the Bailiffs. These positions are paid an hourly wage, on an "as needed" basis. These positions are paid no benefits. No change for 2018.
236-136-000-706-002 – Salary-Deputy Court Administrator	Salary for Magistrate/Court Administrator. For budgeting purposes, we are budgeting the same as 2017. The salary will be determined by the Board.

Line Item	Explanation
236-136-000-707-000 – Salary-Temporary/Seasonal	This line item represents the wages paid to a temporary employee who is hired during a medical (or personal) leave taken by a full-time employee. Beginning in 2015 the Court has been utilizing a temporary recorder in Judge Pope's courtroom one day per week to allow the full time recorder time to address her duties as secretary to Judge Pope.
236-136-000-708-004 – Salaries Pay Out-PTO & Sick Time	Employees may request a payout of 32 hours of PTO at 100%. It will be a Board decision if additional payouts of PTO time should be budgeted.
236-136-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source.
236-136-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
236-136-000-719-000 – Health Insurance	We will be receiving an increase of 9.84% in health insurance rates for 2018. The budget has been adjusted to reflect the increase.
236-136-000-719-001 – Sick & Accident	Our rates for sick & accident insurance are guaranteed through 8/31/18. Therefore, no increase in rates is budgeted at this time. If needed, we will adjust these numbers when renewal rates are received. An increase is shown due to the additional position budgeted.
236-136-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage.

Line Item	Explanation
236-136-000-719-015 – Dental Benefits	We were notified that our renewal rates will decrease by 6.57% in 2018. Even though a decrease in rates is budgeted, an increase is shown in this line item due to the additional position budgeted.
236-136-000-719-016 – Vision Benefits	Our rates for vision insurance are guaranteed through 8/31/18. Therefore, no increase in rates is budgeted at this time. If needed, we will adjust these numbers when renewal rates are received. Even though no increase in rates is budgeted, an increase is shown in this line item due to the additional position budgeted.
236-136-000-719-020 – Health Care Deduction	This line item is used to fund the Choice Strategies cards associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. An increase is shown in this line item due to the additional position budgeted.
236-136-000-719-021 – Admin Fees – Health Deductible	The card used to pay the health care deductibles is administered by Choice Strategies. An increase is shown in this line item due to the additional position budgeted.
236-136-000-720-000 – Life Insurance	Our rates for life insurance are guaranteed through 8/31/18. Therefore, no increase in rates is budgeted at this time. If needed, we will adjust these numbers when renewal rates are received. Even though no increase in rates is budgeted, an increase is shown in this line item due to the additional position budgeted.
236-136-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
236-136-000-724-001 – Unemployment Expense	Figures provided by the Accounting Director.

Line Item	Explanation
236-136-000-727-000 – Office Supplies	The Court anticipates office supply purchasing for 2018 to remain similar to 2017.
236-136-000-730-000 - Postage	Although postage rates have increased, there has been a decrease in volume of mailing continues therefore it is recommended that this item be remain the same.
236-136-000-739-000 – Library Subscription	This line item includes costs of subscriptions services for Michigan Compiled Laws; Michigan Supreme and Appeal Court cases; Civil and Criminal Jury Instructions.
236-136-000-740-000 – Operating Expenses	This line item includes the expense for janitorial supplies used to maintain the Courthouse, including those areas formally occupied by the Washtenaw County Sheriff's Dept.
236-136-000-800-001 – Administration Fees	Figures provided by the Accounting Director.

Line Item	Explanation
236-136-000-801-007 – Attorney Fees Criminal	<p>This line item includes the costs of the attorney appointed by the Court to represent indigent defendants. In July of 2013 the Michigan Indigent Defense Commission (MIDC) was created by legislative Act 19 of 2013. This law requires that the MIDC establish minimum standards for the local delivery of indigent criminal defense services providing effective assistance of counsel to adults throughout this state. These minimum standards shall be designed to ensure the provision of indigent criminal defense services that meet constitutional requirements for effective assistance of counsel. These standards require a greater level of service than is provided under our current contract model. Changes include a requirement for appearance of appointed counsel at arraignment, continuing legal education, and mandatory initial client interview among other requirements. Attached is the legislation and set one of the approved minimum standards for indigent criminal defense services. The legislation as passed in 2013 requires the state to provide funding to pay for the increases in costs for delivery of indigent defense services. The amounts requested in this line item may need to be adjusted once the compliance plan is in place.</p>
236-136-000-801-009 – 14B Other Contractual Service	<p>This line item includes payments for the Labor Law Attorney, if needed. In addition, this line item is for payment to the Dispute Resolution Center (DRC). The DRC mediates all of the small claims matters filed to achieve resolution among the parties rather than a resolution imposed by the Court.</p>

Line Item	Explanation
236-136-000-801-010 – Contractual/Visiting Judge	This line item includes the cost of having a substitute or “visiting” judge in the absence of our Judge. It is currently the custom to seek assistance of one of the other sitting Judges in the County District Courts to fill in, when requested, for a colleague. The per diem cost of a visiting judge is \$350, plus mileage. It is not always possible to get a sitting Judge to substitute as the Judges are often attending the same meeting or conference causing the need for a visiting Judge. All efforts are undertaken to avoid the need of a visiting Judge. Based on what was spent in previous years, as well as to date in 2017, this line item has been decreased to \$1,000 for 2018.
236-136-000-801-012 – Contractual/Interpreter Fees	This line item includes the cost of a language or deaf interpreter for defendants in a criminal or civil case. This is a statutory obligation of the Court. There has been an increase in the number of cases requiring translation services. In addition, the cost of these services has increased due to new training and certification requirements.

Line Item	Explanation
236-136-000-802-100 – Court Innovation Grant	Funding for this grant covered expenses through September 30, 2017 for a Human Trafficking Court and Drug Court docket. This grant expires September 30, 2017. The court is currently applying for grant money under the drug court program through Supreme Court Administrative Office and Office of Highway Safety Planning. If the court receives drug court grant funding it will be the only drug court in Washtenaw County. In addition to traditional drug court services, the court will continue the efforts of the previous grant. This line item is offset by a corresponding revenue item. Once grants are awarded in September, the Court will provide the budget line item amounts.
236-136-000-811-000 – 14B Transcripts	This line item represents the cost of creating a transcript of Court proceedings when it is done at the order of the Judge (as opposed to one of the parties to the case). This is a rare occurrence.

Line Item	Explanation
236-136-000-812-000 – 14B Jury Fees	<p>This line item represents the payment for Jury duty for the first half, or full, day of service. The Court has implemented pretrial conferences prior to the date of jury selection which eliminates the need for jurors to appear of all matters scheduled are resolved at the pretrial conference.</p> <p>Beginning April 1, 2018 juror costs are increasing. As a result of Act No. 51 of Public Acts of 2017 juror fees are increasing as follows:</p> <p>Mileage: From .10 cents to .20 cents per mile 1/2 day: From \$12.50 to \$15.00 1st Day: From \$25.00 to \$30.00</p> <p>This line item covers the first day and mileage. As a result of the legislatively mandated increase this line item is recommended to increase.</p>
236-136-000-812-001 – Witness Fees	<p>This line item represents the payment for a witness fee (and mileage) when a witness is subpoenaed by the Township Attorney's office in a criminal case. This is an expense related to the prosecution of criminal cases by the Township and is probably not appropriate in the Court's budget.</p>

Line Item	Explanation
236-136-000-812-002 – 14B Enhanced Jury Fees	<p>This line item represents the payment for Jury duty for the second (or subsequent) half, or full, day of service. Beginning April 1, 2018 juror costs are increasing.</p> <p>As a result of Act No. 51 of Public Acts of 2017 juror fees are increasing as follows: Mileage: From .10 cents to .20 cents per mile Subsequent ½ day: From \$20.00 to \$22.50 Subsequent full Day: From \$40.00 to \$45.00 As a result of the legislatively mandated increase this line item is recommended to increase.</p>
236-136-000-812-003 – 14B Juror Expenses	<p>This line item represents the cost of water, coffee, and snacks offered to the Jury panel during jury selection day. This line item may also be used to supply lunch for the jury, if the lunch break occurs during actual deliberations (something that has not happened since 2008.) No change for 2018.</p>

Line Item	Explanation
236-136-000-819-006 – Computer Programs/Lien	<p>This line item represents the licensing fee charged by the Michigan State Police for access to the Law Enforcement Information Network (LEIN), in order to obtain copies of criminal histories, warrant entry and recall, and Secretary of State driving records. In 2013 the Court joined CLEMIS. This gives the Court access to electronic data for downloading citations issued by the Washtenaw County Sheriff's Department. This will streamline the citation process and give the Court immediate access to citation information thus allowing the public to contact the Court upon receipt of the ticket and pay it or request a hearing. Currently law enforcement has 72 hours to file a ticket with the court. In addition all citation information will be electronic which will allow the clerks to upload the citation rather than imputing it manually as is the current practice. A final benefit will be that this near immediate upload of citations to the Court's case management software will allow defendants to pay certain citations on-line through a web based payment program the Court is in the process of implementing.</p> <p>This line item also covers the costs of Court Innovations contract services for online mediation of citations. That contract is \$1620 annually.</p> <p>In addition to existing computer programs the Court is requesting funds to purchase software for use by the probation department to keep and track probation status and notes in electronic form. Currently each defendant on probation has a separate probation file where their probation status and reporting notes are kept. These are non-public files and are currently manually created and updated by handwritten notation. This program would interface with our existing case management system (JIS) and make the notes available to authorized users. In this case it would be the probation department and the Judge. Without authorization the files would remain inaccessible and thus non-public. This will create efficiencies in tracking probationers and give the Judge up to date information when reviewing a case. The cost of this software is \$4700.00. There are no annual fees or additional licensing costs.</p>

Line Item	Explanation
236-136-000-819-010 – Computer Network Support	This line item had previously represented the amounts paid under a joint memorandum of understanding for the development of the next generation of computer software known as Judicial Information Services. That obligation has been fulfilled. The amount requested at this time reflects the cost of entering into a formal agreement with Washtenaw County IT for computer support. This reflects the costs associated with computer support for 20 computers. Included in the cost is software licensing, data storage, internet connection, help desk support and on site support, email and support for ENACT. There are a number of IT initiatives in the county that the Court is and will be impacted by due to our concurrent jurisdiction agreement with the County Trial Court and the 14A and 15 th District Courts that County IT is proceeding with that makes the continuation of the relationship with County IT more favorable than other options.
236-136-000-850-000 - Telephone	This line item is based upon estimates provided by Township IT.
236-136-000-860-000 - Travel	This line item is used to pay mileage to employees for travel directed by the Court.
236-136-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.

Line Item	Explanation
236-136-000-876-003 – OPEB Funding-Retiree Health	Figures provided by the Accounting Director.
236-136-000-900-000 - Publishing	This line item now primarily covers the costs of file folders for criminal and civil cases. This line item also for the expense of printing of Traffic Citations for the Sheriff's Dept., citation books for the Ordinance Department, and file folders for criminal/civil/traffic cases. In 2014 The Sheriff's Department began the process of transitioning to electronically generated tickets which print in the patrol vehicle. This will result in a decrease in need for preprinted traffic citation books, but there will still be a need for them.
236-136-000-914-000 – Insurance & Bonds Fire & Liab	Figures provided by the Accounting Director.
236-136-000-917-000 – Workers Compensation Insurance	Figures provided by the Accounting Director.
236-136-000-920-014 – Utilities-Court	This line item is for utilities for the Court. This is of course weather dependent. At this time no change from the 2017 Amended Budget is requested.
236-136-000-931-000 – Repairs and Maintenance	This line item includes all repair and maintenance expenses for the entire Courthouse - including that portion occupied by the Sheriff's Dept. In reviewing what has been spent to date in 2017, it is recommended that it be increased to \$9,000 for 2018.
236-136-000-933-001 – Maintenance Contracts	This line item is used for the burglar alarm, as well as the maintenance contract for the court. It has been increased by \$5,100 to cover the cost of the contract.

Line Item	Explanation
236-137-000-956-000 – Miscellaneous	It is recommended that \$100 be budgeted for 2018.
236-136-000-957-000 – Bank Charges	This line item reflects the cost of banking fees, most notably for charge card expenses. This line item increased in 2016 and is continuing to increase through 2017. For these reasons, we are increasing this line item.
236-136-000-958-000 – Membership and Dues	This line item reflects the expense for the annual Bar dues for the Judge and Magistrate; State Association dues for the Judge, Magistrate and Probation Officer; and State fees for certification of court recorders.
236-136-000-960-000 – Education and Training	This line item includes the cost of attendance (and related expenses) for continuing training for professional staff.
236-136-000-969-101 – Transfer to General Fund	This line item reflects funds to be transferred to the General Fund for Ordinance Fines & Costs.
236-136-000-977-000 - Equipment	This line item includes the cost of the purchase of new equipment. This line item is increased to reflect the need to upgrade computers. The Court plans to upgrade computers on a 5 year cycle as recommended by both County and Township IT. The amount requested this year reflects the purchase of 5 computers.

11/16/17

11/16/2017

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 10/31/2017



GL NUMBER	DESCRIPTION	2015 ACTIVITY	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET	2017 ACTIVITY THRU 10/31/17	2018 REQUESTED BUDGET
Fund 236 - 14B DISTRICT COURT							
Dept 000.000							
Transfers-In							
236-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	0	20,000	0	0
TOTAL TRANSFERS-IN		0	0	0	20,000	0	0
Revenue							
236-000.000-569.019	STATE GRANT REVENUE	62,658	111,253	117,000	117,000	76,187	130,000
236-000.000-601.136	14B STATE SHARED REVENUE	45,724	45,724	50,300	50,300	34,293	50,300
236-000.000-601.137	14B ST OF MI JUROR COMP REIMB	2,603	2,470	3,000	3,000	1,330	2,600
236-000.000-602.136	14B COURT COSTS	469,875	559,406	460,000	460,000	475,781	559,000
236-000.000-602.544	14B-ST OF MI CASEFLOW ASSISTA	11,381	10,611	20,000	20,000	15,155	35,000
236-000.000-603.136	14B CIVIL FEES	227,891	224,306	200,000	200,000	188,138	193,000
236-000.000-604.000	14B PROBATION FEES	93,894	99,805	82,000	82,000	88,934	100,000
236-000.000-605.001	14B ORDINANCE FINES AND COSTS	470,544	326,998	560,000	560,000	726,767	700,000
236-000.000-605.002	FINES & FORFEITS	120	0	0	0	400	0
236-000.000-605.003	14B BOND FORFEITURES	28,060	24,620	25,000	25,000	19,135	20,000
236-000.000-664.001	INTEREST EARNED	42	655	0	0	2,131	0
236-000.000-688.200	REIMBURSE PROJECTS - 14B COURT	11,678	0	0	0	0	115,000
236-000.000-694.001	OTHER INCOME-MISCELLANEOUS	0	0	0	0	162	0
236-000.000-694.004	MISC REVENUE - INSURANCE REIM	1,603	1,176	0	0	951	0
TOTAL REVENUE		1,426,073	1,407,024	1,517,300	1,517,300	1,629,364	1,904,900
NET OF REVENUES/APPROPRIATIONS - 000.000-		1,426,073	1,407,024	1,517,300	1,537,300	1,629,364	1,904,900

Calculations as of 10/31/2017

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GL NUMBER	DESCRIPTION	2015 ACTIVITY	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET	2017 ACTIVITY THRU 10/31/17	2018 REQUESTED BUDGET
Dept 136.000-COURT							
Expenditure							
236-136.000-703.001	SALARY - JUDGE	45,724	45,724	45,724	45,724	36,931	50,300
236-136.000-706.000	SALARY - PERMANENT WAGES	441,615	446,656	458,612	458,612	367,323	503,612
236-136.000-706.001	SALARY - BAILIFF	37,121	40,449	42,826	42,826	32,329	42,826
236-136.000-706.002	SALARY - MAGISTRATE/COURT ADMIN	69,938	70,232	75,963	75,963	59,836	75,963
236-136.000-707.000	SALARY - TEMPORARY/SEASONAL	10,966	15,818	10,000	10,000	4,758	10,000
236-136.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	2,964	3,275	9,966	9,966	1,542	10,115
236-136.000-708.010	HEALTH INS BUYOUT	3,000	3,000	3,000	3,000	1,500	3,000
236-136.000-709.000	REG OVERTIME	0	10	0	0	40	0
236-136.000-715.000	F.I.C.A./MEDICARE	40,879	40,256	46,771	46,771	33,105	50,621
236-136.000-719.000	HEALTH INSURANCE	163,256	169,581	173,072	173,072	157,424	189,799
236-136.000-719.001	SICK AND ACCIDENT	3,821	4,730	5,506	5,506	4,589	5,986
236-136.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(38,415)	(20,710)	(21,635)	(21,635)	0	(21,692)
236-136.000-719.015	DENTAL BENEFITS	13,092	13,263	13,323	13,323	12,317	15,956
236-136.000-719.016	VISION BENEFITS	2,242	2,337	2,523	2,523	2,103	2,783
236-136.000-719.020	HEALTH CARE DEDUCTION	36,803	28,816	59,203	59,203	25,926	63,703
236-136.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	1,054	1,022	1,035	1,035	863	1,125
236-136.000-720.000	LIFE INSURANCE	2,025	2,393	2,475	2,475	2,063	2,913
236-136.000-723.000	DEFERRED COMPENSATION EMPLOYE	1,148	1,457	687	687	1,409	687
236-136.000-724.001	UNEMPLOYMENT EXPENSE	0	0	0	0	5,358	1,500
236-136.000-727.000	OFFICE SUPPLIES	9,086	11,920	10,000	10,000	7,726	10,500
236-136.000-730.000	POSTAGE	10,133	9,331	8,000	8,000	7,143	8,000
236-136.000-739.000	LIBRARY SUBSCRIPTION	3,865	4,807	3,000	3,000	3,876	3,000
236-136.000-740.000	OPERATING SUPPLIES	4,395	5,585	6,000	6,000	4,373	6,000
236-136.000-800.001	ADMINISTRATION FEES	31,103	31,735	31,735	31,735	26,446	36,310
236-136.000-801.007	ATTORNEY FEES CRIMINAL	37,670	37,311	55,000	55,000	34,413	170,000
236-136.000-801.009	14B OTHER CONTRACTUAL SERVICE	5,573	7,186	10,000	10,000	3,750	0
236-136.000-801.010	CONTRACTUAL/VISITING JUDGE	0	433	1,750	1,750	818	1,000
236-136.000-801.012	CONTRACTUAL/INTERPRETER FEES	4,489	8,860	5,000	5,000	5,433	6,000
236-136.000-802.100	COURT INNOVATION GRANT	64,836	112,569	117,000	117,000	139,631	130,000
236-136.000-802.200	14B COURT SPECIAL PROJECTS	13,399	0	0	0	0	0
236-136.000-811.000	14B TRANSCRIPTS	0	0	500	500	0	0
236-136.000-812.000	14B JURY FEES	3,777	1,450	3,000	3,000	1,788	3,000
236-136.000-812.001	WITNESS FEES	0	0	100	100	0	100
236-136.000-812.002	14B ENHANCED JURY FEES	1,660	1,920	750	750	700	1,000
236-136.000-812.003	14B JUROR EXPENSES	742	313	300	300	257	300
236-136.000-819.006	COMPUTER PROGRAMS/LIEN	11,051	8,990	7,500	7,500	7,560	13,800

11/16/2017

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 10/31/2017

GL NUMBER	DESCRIPTION	2015 ACTIVITY	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET	2017 ACTIVITY THRU 10/31/17	2018 REQUESTED BUDGET
236-136.000-819.010	COMPUTER NETWORK SUPPORT	28,791	32,484	35,000	35,000	270	35,000
236-136.000-850.000	TELEPHONE	2,138	2,228	2,500	2,500	1,481	2,500
236-136.000-860.000	TRAVEL	884	1,113	800	800	1,058	800
236-136.000-876.000	RETIREMENT/MERS	88,909	90,188	117,715	117,715	97,998	117,739
236-136.000-876.003	OPEB FUNDING- RETIREE HEALTH	77,451	75,481	79,387	79,387	79,387	77,338
236-136.000-900.000	PUBLISHING	3,306	2,742	1,500	3,000	0	3,000
236-136.000-914.000	INSURANCE & BONDS FIRE & LIAB	8,344	8,672	9,129	9,129	7,573	9,585
236-136.000-917.000	WORKERS COMPENSATION INSURANC	6,554	6,419	6,315	6,315	5,280	6,976
236-136.000-920.014	UTILITIES - COURT	14,190	14,862	20,000	18,500	12,722	18,500
236-136.000-931.000	REPAIRS AND MAINTENANCE	6,229	8,780	7,500	7,500	7,474	9,000
236-136.000-933.000	EQUIPMENT MAINTENANCE	0	685	1,000	1,000	0	0
236-136.000-933.001	MAINTENANCE CONTRACTS	0	0	1,500	1,500	1,966	6,600
236-136.000-956.000	MISCELLANEOUS	0	100	0	0	0	100
236-136.000-957.000	BANK CHARGES	5,194	9,102	6,000	6,000	8,864	8,500
236-136.000-958.000	MEMBERSHIP AND DUES	1,395	1,420	1,000	1,000	1,510	1,500
236-136.000-960.000	EDUCATION AND TRAINING	335	175	1,700	1,700	1,041	2,000
236-136.000-969.101	TRANSFER TO GENERAL FUND	170,000	16,524	0	0	0	200,000
236-136.000-974.025	CAPITAL OUTLAY/SECURITY	0	0	0	20,000	0	0
236-136.000-977.000	EQUIPMENT	13,169	787	6,500	6,500	2,412	6,500
TOTAL EXPENDITURE		1,465,901	1,382,481	1,486,232	1,506,232	1,222,366	1,903,845
NET OF REVENUES/APPROPRIATIONS - 136.000-COURT		(1,465,901)	(1,382,481)	(1,486,232)	(1,506,232)	(1,222,366)	(1,903,845)
ESTIMATED REVENUES - FUND 236		1,426,073	1,407,024	1,517,300	1,537,300	1,629,364	1,904,900
APPROPRIATIONS - FUND 236		1,465,901	1,382,481	1,486,232	1,506,232	1,222,366	1,903,845
NET OF REVENUES/APPROPRIATIONS - FUND 236		(39,828)	24,543	31,068	31,068	406,998	1,055

NARRATIVE

Fund 584 – Golf Course

Revenues

Line Item	Explanation
584-000-000-650-000 – Sales Merchandise Pro Shop	This line item reflects revenue received from the sale of merchandise sold in the golf shop. Sales of merchandise and sales of food and beverage are split into two general ledger numbers in order to track sales more efficiently. The recommended budget amount has been increased to \$22,000 for 2018.
584-000-000-650-005 – Sales Food and Beverage	This line items reflects revenue received from the sale of food and beverage sold in the golf shop. Sales of merchandise and sales of food and beverage are split into two general ledger numbers in order to track sales more efficiently. The recommended budget amount has been increased to \$27,000 for 2018.
584-000-000-651-001 – Use & Admission Fee-18 Holes	This line item reflects revenue received from 18-hole play. It is recommended that the budget be increased to \$195,000 for 2018.
584-000-000-651-002 – Use & Admission Fee-9 Holes	This line item reflects revenue received from 9-hole play. It is recommended that the budget increase to \$80,000 for 2018.

Line Item	Explanation
584-000-000-651-003 – Use & Admission Fee-Leagues	This line item reflects revenue from League play. With the possible addition of leagues on Thursdays it is recommended that the budget be increased to \$34,000 for 2018.
584-000-000-651-004 – Gift Cards and Coupons	This line item reflects revenue received from gift cards and coupons outstanding at year end. It is recommended that the budget of \$500 stays the same for the 2018 season.
584-000-000-651-005 – Use & Admission Fee-Seas Pass	This line item reflects revenue from the sale of seasonal membership passes. Due to a vast majority of Season Pass Holders being 5 days and a loss of 7 day memberships, it is recommended that the budget be reduced to \$40,000 for 2018.
584-000-000-664-001 – Interest Earned	This line item reflects interest earned on funds deposited at various banks.
584-000-000-667-004 – Equipment Rentals-Carts	This line item reflects revenue received from the rental of golf carts. Based on what has been collected in 2017, it is recommended that this budget be increased to \$150,000 for 2018.
584-000-000-667-005 – Golf Cart Storage Rental	This line item reflects revenue received from the storage of personal golf carts. Due to this being a grand fathered clause only 7 personal carts and one cart off site still remain and it is recommended that the budget be increased to the maximum amount of \$2,000 for 2018.

Line Item	Explanation
584-000-000-694-001 – Other Income-Miscellaneous	This line item reflects revenues received from one-time deposits, including advertising fees collected for ads on scorecards and special revenues that do not have a designated line item.
584-000-000-697-212 – Transfer In: From BSR II Fund	This line item reflects funds needed from Fund 212-BSR II. An increase is requested due to cart path construction for the golf course as well as Capital Outlay for the new equipment lease.
584-000-000-697-212 – Transfer In: From BSR II Fund	Amount needed from Fund 212 – BSR II.
584-000-000-699-000 – Appropriated Prior Year Balance	Amount needed from fund balance.

Expenditures

Line Item	Explanation
584-584-000-702-001 – Salaries-Greenskeeper	This line item is used for the salary of the Golf Course Superintendent. Per Resolution No. 2016-48, the salary for this position was set at \$77,467. For budgeting purposes, we are budgeting the same amount as in 2017. The salary will be determined by the Board.
584-584-000-702-002 – Salaries-Pro Shop Director	This line item is used for the salary of the Golf Operations Director. Per Resolution No. 2016-48, the salary for this position was set at \$50,750. For budgeting purposes, we are budgeting the same as in 2017. The salary will be determined by the Board.
584-584-000-706-000 – Salary-Permanent Wages	This line item is used for the salary of the Assistant to the Golf Course Superintendent. For budgeting purposes, we are budgeting the same as in 2017.
584-584-000-706-008 – Salary-Wages Pro Shop Assistant	This line item is used for the salary of the Assistant to the Golf Operations Director.
584-584-000-707-001 – Wages-Temporary Maintenance	This line item is used for the employment of seasonal employees who work on the maintenance of the golf course. It is recommended that \$50,000 be budgeted for 2018.
584-584-000-707-002 – Wages-Temporary Pro Shop	This line item is used for seasonal employees who work in the golf shop.

Line Item	Explanation
584-584-000-708-010 – Health Insurance Buy Out	This line item is used for the health insurance buyout for employees who receive health insurance through another source.
584-584-000-709-000 – Regular Overtime	This line item reflects overtime costs for the Assistant Direction of Golf position. It is recommended that approximately 300 hours of overtime be budgeted, to be used on an as needed basis during the busier months of June through August. During the rest of the season, no more than 40 hours per week is expected.
584-584-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
584-584-000-719-000 – Health Insurance	We will be receiving an increase of 9.84% in health insurance rates for 2018. The budget has been adjusted to reflect the increase.
584-584-000-719-001 – Sick & Accident	Our rates for sick & accident insurance are guaranteed through 8/31/18. Therefore, no increase is budgeted at this time. If needed, we will adjust these numbers when renewal rates are received.
584-584-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage.
584-584-000-719-015 – Dental Benefits	We were notified that our renewal rates will decrease by 6.57% in 2018. Therefore, this line item has been reduced.

Line Item	Explanation
584-584-000-719-016 – Vision Benefits	Our rates for vision insurance are guaranteed through 8/31/18. Therefore, no increase is budgeted at this time. If needed, we will adjust these numbers when renewal rates are received.
584-584-000-719-020 – Health Care Deduction	This line item is used to fund the Choice Strategies cards associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
584-584-000-719-021 – Admin Fees – Health Deductible	The card used to pay the health care deductibles is administered by Choice Strategies.
584-584-000-720-000 – Life Insurance	Our rates for life insurance are guaranteed through 8/31/18. Therefore, no increase is budgeted at this time. If needed, we will adjust these numbers when renewal rates are received.
584-584-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
584-584-000-724-001 – Unemployment Expense	Figures provided by the Accounting Director.
584-584-000-727-001 – Office Supplies Maintenance	This line item is used for office supplies in the maintenance area. It is recommended that the budget remains at \$100 for 2018.
584-584-000-727-002 – Office Supplies Pro Shop	This line items is used for office supplies in the pro shop. It is recommended that the budget remain at \$200 for 2018.

Line Item	Explanation
584-584-000-757-001 – Operating Supplies-Maintenance	This line item is used to purchase general operating supplies regarding the maintenance of the golf course. It is recommended that \$6,500 be budgeted for 2018.
584-584-000-757-002 – Operating Supplies-Pro Shop	This line item is used for the purchase of operational supplies needed in the golf shop such as credit card processing supplies, miscellaneous food related equipment, thermal paper, score pencils, and employee uniforms. It is recommended that the budget remain at \$3,500 for 2018.
584-584-000-757-003 – Operating Supplies-Cart Rental	This line item covers the lease of the golf carts. The golf cart lease with PNC Equipment is a five-year lease which began May 2016 and ends October 2020. We pay 6 payments a year at \$7,022.07 monthly or \$42,132.42 annually. A monthly maintenance fee of 603.75 for 6 months is also charged. We also have to pay personal property taxes to the bank (they owe the taxes). It is recommended that the budget be increased to \$50,957 for 2018 to cover the maintenance fee.
584-584-000-757-007 – Cost of Sales-Pro Shop	This line item is used for recording the cost of merchandise inventory after it is sold. We split the cost of inventory sold for food and beverage into two general ledger numbers in order to track our costs more efficiently. This is in correlation with the revenue for sales of merchandise. The net effect is the profit of goods sold. It is recommended to increase this budget to \$17,000 for 2018.

Line Item	Explanation
584-584-000-757-008 – Cost of Sales-Food & Beverage	This line item is used for recording the cost of food & beverage inventory after it is sold. We split the cost of inventory sold for merchandise and food & beverage into two general ledger numbers in order to track our costs more efficiently. This is in correlation with the revenue for sales of food & beverage. The net effect is the profit of goods sold. It is recommended to increase this budget to \$21,000 for 2018.
584-584-000-776-004 – Bldg Maint Supplies-Pro Shop	This line item is for the purchase of maintenance supplies for the golf shop. It is recommended that the budget remain at \$250 for 2018.
584-584-000-776-005 – Bldg Maint Supplies-Maintenance	This line item is for the purchase of maintenance supplies for the maintenance building. It is recommended that the budget remains at \$750 for 2018.
584-584-000-783-001 – Seed Planting-Fertilizer	This line item reflects the cost of fertilizer to be used on the golf course. Our course uses “bee friendly” products. It is recommended that the budget remains at the 2017 Original Budget amount of \$26,000 for 2018.
584-584-000-783-002 – Seed Planting-Chemicals	This line item reflects the cost of planting chemicals to be used on the golf course. Our course uses “bee friendly” products. It is recommended that it be reduced to \$16,000 for 2018.
584-584-000-783-003 – Seed Planting-Top Soil	This line item reflects the cost of planting top soil to be used on the golf course. It is recommended that \$4,500.00 be budgeted for 2018.

Line Item	Explanation
584-584-000-783-004 – Tree Maintenance	This line item is used in the event that a tree either has fallen or needs to be taken down by professionals in order to prevent a danger to our staff. It is recommended that the budget remain at \$1,000 for 2018.
584-584-000-800-001 – Administration Fees	Figures provided by the Accounting Director.
584-584-000-801-000 – Professional Services	This line item is used for professional services including the alarm company, pest control, gutter cleaning, locksmith, etc. It is recommended that the budget remain at \$3,500 for 2018.
584-584-000-818-000 – Contractual Services	This line item is used to cover the costs of deep root aeration and back flow prevention. It is recommended that the budget remain at \$1,200 for 2018.
584-584-000-867-000 – Gas & Oil	This line item is used for gas and oil in the golf carts. Based on what has been spent thus far in 2017, it is recommended that the budget be reduced to \$7,000 for 2018.
584-584-000-867-100 – Gas & Oil-Other Equipment	This line item is used for gas and oil for the golf equipment. It is recommended that the budget be reduced to \$13,000 for 2018.
584-584-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.

Line Item	Explanation
584-584-000-900-000 – Publishing	This line item is used to cover the cost of scorecards and printed marketing materials. The golf director will try to secure sponsors to reduce the cost, however an amount of \$2,000 should be budgeted in the event that sponsors are not secured for 2018.
584-584-000-900-003 – Golf Course Advertising	This line item is for the advertisement of the golf course. It is recommended this line item remain at \$2,000 to purchase our booth at the Novi Golf Show and for the purchase of a professional display and marketing materials that promote the golf course.
584-584-000-914-000 – Insurance & Bonds Fire & Liab	Figures provided by the Accounting Director.
584-584-000-917-000 – Workers Compensation Insurance	Figures provided by the Accounting Director.
584-584-000-920-008 – Utilities-Maintenance Electric	This line item is used for electric service for the maintenance building at the golf course. It is recommended that the budget remain at \$13,000 for 2018.
584-584-000-920-009 – Utilities-Maintenance Heating	This line item is used for gas service in the maintenance building. It is recommended that the budget remain at \$3,000 for 2018.
584-584-000-920-010 – Utilities-Maintenance Phone	This line item is used for phone service at the maintenance garage. It is recommended that the budget remain at \$700 for 2018.
584-584-000-920-011 – Utilities-Maintenance Water	Based on current spending it is recommended that this budget remain at \$1,000 for 2018.

Line Item	Explanation
584-584-000-920-013 – Utilities-Pro Shop	This line item is used for phone service and Comcast service in the golf shop. Based on what has been spent in past years, it is recommended that the budget remain at \$3,000 for 2018.
584-584-000-930-000 – Repairs Maintenance Machinery	This line item is used for repair and winter maintenance of machinery at the golf course. Due to the addition of new equipment it is recommended that the budget remain at \$3,500 for 2018.
584-584-000-931-009 – Building Maintenance	This line item is used to cover the cost of maintenance at the golf course. It is recommended that the budget remain at \$500 for 2018.
584-584-000-931-010 – Building Maintenance Pro Shop	This line item is used to cover the cost of maintaining the golf shop. It is recommended that the budget remain at \$2,000 for 2018.
584-584-000-933-000 – Equipment Maintenance	This line item is used to cover the cost of repairing and maintaining existing golf course equipment. It is recommended that the budget remain at \$25,000 for 2018.
584-584-000-939-001 – Vehicle Maintenance	It is recommended that the budget remain at \$500 for 2018.
584-584-000-939-003 – Golf Cart Expense	This line item is used to cover the cost of repairs and supplies for the golf carts. It is recommended that the budget be increased to \$300 in 2018 to allow for small general repair such as flat tires or damage.
584-584-000-943-000 – Motorpool Lease/Maintenance	This line item is used for motor pool lease charges. It is recommended that the budget remain at \$600 for 2018.

Line Item	Explanation
584-584-000-956-008 – Miscellaneous Expenses-Pro Shop	This line item is for incidental items occasionally needed. It is recommended that the budget remain at \$500 for 2018.
584-584-000-957-000 – Bank Charges	Figures provided by Accounting Director.
584-584-000-958-001 – Memberships & Dues Nat'l Super	This line item is used for the payment of membership dues for the golf course superintendent and it is recommended that this line item remain at \$400 for 2018.
584-584-000-958-004 – Memberships & Dues Pro Shop	The line item is for the payment of PGA National membership dues for the golf director. It is recommended that the budget remain at \$600 for 2018.
584-584-000-968-001 – Depreciation Expense	Figures provided by the Accounting Director.
584-584-000-971.000 – Capital Outlay	This line item will be used for the new equipment lease for the golf course. Depending on the financing of the 5-year lease, this amount could be for the total amount then reallocated to the capital assets and the depreciation. It will be recorded with the depreciation expense line item 968-001 over the life of the equipment. Estimated depreciation for this equipment is \$95,000 annually.

11/14/17

11/16/2017

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 10/31/2017

GL NUMBER	DESCRIPTION	2015 ACTIVITY	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET	2017 ACTIVITY THRU 10/31/17	2018 REQUESTED BUDGET
Fund 584 - GOLF COURSE FUND							
Dept 000.000							
Transfers-In							
584-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	80,341	189,676	0	0
TOTAL TRANSFERS-IN		0	0	80,341	189,676	0	0
Revenue							
584-000.000-650.000	SALES MERCHANDISE PRO SHOP	72,975	27,022	20,000	20,000	18,584	22,000
584-000.000-650.005	SALES FOOD & BEVERAGE	0	39,193	25,000	25,000	27,566	27,000
584-000.000-651.001	USE & ADMISSION FEE 18 HOLES	215,978	209,961	190,000	190,000	189,586	195,000
584-000.000-651.002	USE & ADMISSION FEE 9 HOLES	76,976	38,149	70,000	70,000	37,934	80,000
584-000.000-651.003	USE & ADMISSION FEE LEAGUES	27,222	35,041	30,000	30,000	19,825	34,000
584-000.000-651.004	GIFT CARDS AND COUPONS	1,034	723	500	500	152	500
584-000.000-651.005	USE& ADMISSION FEE SEASON PAS	60,443	23,046	55,000	55,000	41,555	40,000
584-000.000-664.001	INTEREST EARNED	263	298	200	200	522	200
584-000.000-667.004	EQUIPMENT RENTALS -CARTS	139,327	108,129	140,000	140,000	119,806	150,000
584-000.000-667.005	GOLF CART STORAGE RENTAL	3,734	1,371	1,500	1,500	1,750	2,000
584-000.000-673.002	SALES OF FIXED ASSETS-EQUIP.	0	17,225	0	0	0	0
584-000.000-694.001	OTHER INCOME-MISCELLANEOUS	1,880	1,999	0	0	104	0
584-000.000-694.004	MISC REVENUE - INSURANCE REIM	1,421	1,775	0	0	911	0
584-000.000-694.007	MISCELLANEOUS INCOME OVR&SHOR	0	0	0	0	(24)	0
584-000.000-697.000	TRANSFER IN: GENERAL FUND	0	0	0	267,061	184,297	0
584-000.000-697.212	TRANSFER IN: FROM BSR II FUND	65,300	109,071	188,796	188,796	188,796	193,801
TOTAL REVENUE		666,553	613,003	720,996	988,057	831,364	744,501
NET OF REVENUES/APPROPRIATIONS - 000.000-		666,553	613,003	801,337	1,177,733	831,364	744,501

Calculations as of 10/31/2017

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GL NUMBER	DESCRIPTION	2015 ACTIVITY	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET	2017 ACTIVITY THRU 10/31/17	2018 REQUESTED BUDGET
Dept 584.000-GOLF COURSE FUND							
Expenditure							
584-584.000-702.001	SALARIES - GREENSKEEPER	76,361	76,616	77,467	77,467	61,069	77,467
584-584.000-702.002	SALARIES - PRO SHOP DIRECTOR	50,776	22,300	50,750	50,750	36,923	50,750
584-584.000-706.000	SALARY - PERMANENT WAGES	30,110	53,640	30,546	30,546	24,080	30,546
584-584.000-706.008	WAGES PROSHOP	0	0	31,200	0	0	30,160
584-584.000-707.001	WAGES- TEMPORARY MAINTENANCE	60,670	59,391	60,000	50,000	39,466	50,000
584-584.000-707.002	WAGES- TEMPORARY PRO SHOP	58,178	59,227	30,000	52,500	45,347	30,000
584-584.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	0	1,105	0	0	738	0
584-584.000-708.010	HEALTH INS BUYOUT	5,743	4,286	3,000	3,000	1,500	3,000
584-584.000-709.000	REG OVERTIME	32	21	0	10,000	7,082	10,000
584-584.000-715.000	F.I.C.A./MEDICARE	14,510	12,245	16,067	16,067	11,059	16,534
584-584.000-719.000	HEALTH INSURANCE	5,946	6,212	43,842	33,842	17,670	48,079
584-584.000-719.001	SICK AND ACCIDENT	640	627	1,436	1,436	638	1,436
584-584.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(5,520)	(1,800)	(5,400)	(5,400)	0	(5,400)
584-584.000-719.015	DENTAL BENEFITS	2,503	1,794	4,038	4,038	2,048	3,777
584-584.000-719.016	VISION BENEFITS	447	338	770	770	364	770
584-584.000-719.020	HEALTH CARE DEDUCTION	1,385	1,908	14,438	14,438	1,320	14,438
584-584.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	92	92	270	270	128	270
584-584.000-720.000	LIFE INSURANCE	312	297	594	594	264	594
584-584.000-723.000	DEFERRED COMPENSATION EMPLOYE	1,546	1,832	1,170	1,170	1,103	1,170
584-584.000-724.001	UNEMPLOYMENT EXPENSE	2,528	682	5,000	5,000	1,023	3,000
584-584.000-727.000	OFFICE SUPPLIES	7	180	0	0	0	0
584-584.000-727.001	OFFICE SUPPLIES MAINTENANCE	70	0	100	100	85	100
584-584.000-727.002	OFFICE SUPPLIES PRO SHOP	483	0	200	200	128	200
584-584.000-757.001	OPERATING SUPPLIES MAINTENANC	5,417	5,520	5,500	8,000	7,199	6,500
584-584.000-757.002	OPERATING SUPPLIES PRO SHOP	3,751	2,710	3,500	3,500	2,341	3,500
584-584.000-757.003	OPERATING SUPPLIES-CART RENTA	43,195	47,931	48,405	48,405	45,755	50,957
584-584.000-757.007	COST OF SALES PRO SHOP	55,404	21,962	15,000	15,000	10,641	17,000
584-584.000-757.008	COST OF SALES FOOD & BEV	0	27,843	20,000	20,000	10,749	21,000
584-584.000-776.004	BLDG MAIN SUPPLIES PRO SHOP	262	215	250	250	83	250
584-584.000-776.005	BLDG MAIN SUPPLIES MAINTENANC	949	745	750	1,250	994	750
584-584.000-783.001	SEED PLANTING -FERTILIZER	27,582	23,889	26,000	25,000	18,800	26,000
584-584.000-783.002	SEED PLANTING -CHEMICALS	14,516	16,774	18,000	18,000	15,273	16,000
584-584.000-783.003	SEED PLANTING -TOP SOIL	5,667	5,230	5,000	4,500	3,162	4,500
584-584.000-783.004	TREE MAINTENANCE	495	3,825	1,000	1,000	495	1,000
584-584.000-800.001	ADMINSTRATION FEES	21,709	23,294	23,294	23,294	19,412	17,758
584-584.000-801.000	PROFESSIONAL SERVICES	3,592	2,079	3,500	3,500	2,336	3,500

Calculations as of 10/31/2017

GL NUMBER	DESCRIPTION	2015 ACTIVITY	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET	2017 ACTIVITY THRU 10/31/17	2018 REQUESTED BUDGET
584-584.000-818.000	CONTRACTUAL SERVICES	2,000	1,019	1,200	11,200	92	1,200
584-584.000-867.000	GAS & OIL	9,694	7,450	8,000	8,000	4,718	7,000
584-584.000-867.100	GAS & OIL - OTHER EQUIP	15,482	12,396	15,000	15,000	8,846	13,000
584-584.000-876.000	RETIREMENT/MERS	10,155	9,342	15,293	15,293	10,991	15,644
584-584.000-900.000	PUBLISHING	1,043	558	2,000	2,000	930	2,000
584-584.000-900.003	GOLF COURSE ADVERTISING	970	1,426	2,000	2,000	1,570	2,000
584-584.000-914.000	INSURANCE & BONDS FIRE & LIAB	7,984	8,303	8,740	8,740	7,249	9,177
584-584.000-917.000	WORKERS COMPENSATION INSURANC	4,376	4,618	4,466	4,466	3,524	4,274
584-584.000-920.008	UTILITIES-MAINTENANCE ELECTRIC	11,944	15,083	13,000	13,000	13,500	13,000
584-584.000-920.009	UTILITIES MAINTENANCE HEATING	2,610	1,765	3,000	3,000	1,738	3,000
584-584.000-920.010	UTILITIES MAINTENANCE PHONE	571	395	700	700	63	700
584-584.000-920.011	UTILITIES MAINTENANCE WATER	1,208	1,249	1,000	1,000	1,038	1,000
584-584.000-920.013	UTILITIES PRO SHOP	669	635	3,000	3,000	1,471	3,000
584-584.000-930.000	REPAIRS MAINTENANCE-MACHINERY	3,913	3,688	3,500	2,000	1,939	3,500
584-584.000-931.009	BLDG MAINTENANCE	464	184	500	500	551	500
584-584.000-931.010	BLDG MAINTENANCE PRO SHOP	6,215	1,015	2,000	2,000	255	2,000
584-584.000-933.000	EQUIPMENT MAINTENANCE	7,461	8,599	25,000	49,665	37,737	25,000
584-584.000-939.001	VEHICLE MAINTENANCE	378	715	500	500	468	500
584-584.000-939.003	GOLF CARTS EXPENSE	175	743	200	200	0	300
584-584.000-943.000	MOTORPOOL LEASE/MAINTENANCE	0	600	600	600	500	600
584-584.000-956.008	MISCELLANEOUS EXP-PRO SHOP	2,872	2,883	500	500	9	500
584-584.000-957.000	BANK CHARGES	4,660	5,585	5,000	5,000	4,681	5,000
584-584.000-958.001	MEMBERSHIPS & DUES NATL SUPER	375	375	400	400	380	400
584-584.000-958.004	MEMBERSHIPS & DUES PRO SHOP	500	0	600	600	559	600
584-584.000-968.001	DEPRECIATION EXPENSE	76,844	78,361	74,451	74,451	0	95,000
584-584.000-971.000	CAPITAL OUTLAY/OTHER	3,050	0	75,000	435,431	352,290	0
TOTAL EXPENDITURE		664,971	649,997	801,337	1,177,733	844,374	744,501
NET OF REVENUES/APPROPRIATIONS - 584.000-GOLF COURSE FUND		(664,971)	(649,997)	(801,337)	(1,177,733)	(844,374)	(744,501)
ESTIMATED REVENUES - FUND 584		666,553	613,003	801,337	1,177,733	831,364	744,501
APPROPRIATIONS - FUND 584		664,971	649,997	801,337	1,177,733	844,374	744,501
NET OF REVENUES/APPROPRIATIONS - FUND 584		1,582	(36,994)	0	0	(13,010)	0

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, NOVEMBER 21, 2017

7:00 P.M.

REVISED 11-21-17

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
4. PUBLIC COMMENTS
5. CONSENT AGENDA
 - A. MINUTES OF THE OCTOBER 17, 2017 WORK SESSION AND REGULAR MEETING AND MINUTES OF THE NOVEMBER 9, 2017 SPECIAL WORK SESSION AND SPECIAL MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR NOVEMBER 7, 2017 IN THE AMOUNT OF \$650,305.45
 2. STATEMENTS AND CHECKS FOR NOVEMBER 21, 2017 IN THE AMOUNT OF \$1,638,971.56
 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR OCTOBER 2017 IN THE AMOUNT OF \$26,864.29
 4. CHOICE HEALTH CARE ADMIN FEE FOR SEPTEMBER 2017 IN THE AMOUNT OF \$1,235.00
 - C. OCTOBER 2017 TREASURER'S REPORT
6. WASHTENAW COUNTY SHERIFF'S DEPARTMENT COMMUNITY OUTREACH RECOVERY ENFORCEMENT PRESENTATION
7. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #16
2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF 2018 COMPOST CENTER PRICING

3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF ONE (1) YEAR MAINTENANCE CONTRACTS WITH W.J. O'NEIL FOR PREVENTATIVE MAINTENANCE AND EMERGENCY REPAIR OF THE MECHANICAL SYSTEMS AT THE FOLLOWING LOCATIONS
 - A. CIVIC CENTER IN THE AMOUNT OF \$833.00 PER MONTH BUDGETED IN LINE ITEM #101-265-000-818-001
 - B. COMMUNITY CENTER IN THE AMOUNT OF \$1,135.00 BUDGETED IN LINE ITEM #230-751-000-818-002
 - C. 14B DISTRICT COURT IN THE AMOUNT OF \$391.00 PER MONTH BUDGETED IN LINE ITEM #236-136-000-933-001
 - D. LEC BUILDING IN THE AMOUNT OF \$415.00 BUDGETED IN LINE ITEM #266-301-000-931-015
4. REQUEST OF MARK NELSON, 14B MAGISTRATE/COURT ADMINISTRATOR FOR AUTHORIZATION TO ACCEPT THE DRUG COURT DOCKET GRANT IN THE AMOUNT OF \$155,000.00 FOR THE REMAINDER OF 2017 AND 2018
5. REQUEST OF KIRK SHERWOOD II, DIRECTOR OF GOLF FOR APPROVAL OF 2018 GOLF COURSE RATES AND APPROVAL OF THE CART STORAGE CONTRACT
6. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR APPROVAL OF THE MAJESTIC LAKES PLANNED DEVELOPMENT STAGE II FINAL SITE PLAN AND DEVELOPMENT AGREEMENTS FOR THE VILLAGE AT MAJESTIC LAKES, MAJESTIC LAKES ESTATES AND THE PONDS AT MAJESTIC LAKES
7. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 2061 CHEVROLET AND 2124 BOMBER AVE. IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
8. REQUEST APPROVAL OF COMMUNICATIONS SITE LEASE AGREEMENT FOR CELL TOWER LOCATED AT 2801 HOLMES RD IN THE AMOUNT OF \$175,000.00
9. REQUEST TO SET PUBLIC HEARING FOR TUESDAY, DECEMBER 5, 2017 AT APPROXIMATELY 7:00PM FOR THE 2018 FISCAL YEAR BUDGET
10. REQUEST APPROVAL TO AMEND THE PROVIDER OF THE CAFETERIA PLAN BENEFITS TO CLARIFY BENEFIT SOLUTIONS AS RECOMMENDED BY OUR HEALTH INSURANCE AGENT/BROKER, ASCEND GROUP

AUTHORIZATIONS AND BIDS

1. REQUEST OF ERIC COPELAND, FIRE CHIEF TO AWARD THE LOW BID FOR REPLACEMENT OF THE CARPET AT FIRE STATION HEADQUARTERS TO SHAMROCK FLOORCOVERING SERVICES IN THE AMOUNT OF \$18,804.00 BUDGETED IN LINE ITEM #206-970-000-971-008

OTHER BUSINESS

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 17, 2017 WORK SESSION**

Clerk Lovejoy Roe 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 Stumbo, Clerk Karen Lovejoy Roe, and Treasurer Larry Doe, Trustees: Stan Eldridge, Heather Jarrell Roe, Monica Ross-Williams, Jimmie Wilson Jr.

Legal Counsel: Wm. Douglas Winters

1. ECONOMIC DEVELOPMENT CONSULTANT PRESENTATION---LUKE BONNER
(Attached)

Luke Bonner, Bonner Advisory Group reviewed a power point presentation regarding his economic development proposal for Ypsilanti Township.
(Attached)

Mr. Bonner explained what Bonner Advisory Group was capable of doing for Ypsilanti Township in three core competency areas: Economic Development, Business Development/Real Estate Strategy and Financial Incentives. He shared his work and experience in the following focuses: Local Development Financing Authorities, Downtown Development Authorities and Brownfield Developments. He explained his role at Ann Arbor Spark and the development of a real estate strategy for RACER Trust-owned property at Willow Run for connected and autonomous vehicle testing.

He described numerous public and private projects and he had developed and driven in the economic development spectrum in which some were completed and others were still underway.

He explained that a catalog of properties in the township available for new development or reuse would be a priority of an economic development strategy. Mr. Bonner shared that those who worked, owned businesses and lived in the township were the community experts and forming the strengths

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 17, 2017 WORK SESSION MINUTES
PAGE 2**

and weaknesses with these experts was a necessary part of the township's strategy. He suggested a boot camp to help township stakeholders to understand economic development and the township's approach to development based on a vision. He stated there would be a lot of data, demographic and historical that would need to be gathered before a final plan was developed. He said it would be important for the township to work with Ann Arbor Spark and ACM to ensure a successful development of new industrial and technology facilities that would create business attraction opportunities for the Township. He suggested along with the data and demographic study, a retail study would be needed and new business surveys conducted to ensure all key entities and stakeholders involved have access to the same information.

Trustee Ross-Williams asked Luke Bonner about other communities his company had worked with developing a plan for economic development.

Mr. Bonner said he was currently developing an economic development strategic plan for the city of Dexter. He said the two other clients he was doing program management engagement for were Sterling Heights and Macomb County. He stated other projects came randomly and could be for data collection, marketing, research and specific plans for communities or private companies.

Trustee Ross Williams asked where the SWAT analysis portion was in the proposal.

Mr. Bonner said the SWAT analysis would come in the first three months of his work with Ypsilanti Township.

Trustee Ross Williams said she felt we needed more big box and corporate stores because the Township was imbalanced in certain areas like the northside. She asked what would be done to balance the areas that have more mom and pop stores and need big retailers to help with creating jobs.

CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 17, 2017 WORK SESSION MINUTES
PAGE 3

Mr. Bonner explained there was a lot of struggling going on in the retail industry, big box retailers included. He said a lot of success had come from mom and pop stores due to the exclusivity of their business. He stated it was hard to pin point what would be next with all the store closures because this was having an impact on the local retail landscape. He stated our goal was to look at what was missing and determine the opportunities ahead of us. He said it was important to find the brokers that represent the companies we need to start talking to, in addition to using information such as demographics, trends, and talking to local retailers about ideas for future businesses.

Trustee Ross Williams asked Mr. Bonner how the Township could balance for overgrowth.

Mr. Bonner said the data company he worked with would look at the trends of the community, the industry and housing growth, but added the lack of infrastructure could prevent growth. He stated that the lack of infrastructure could be a major issue requiring large investments. He said it could be a large concern that would cost money, impact quality of life, and put pressure on your infrastructure. He said it could be necessary to make an investment or decide if where the Township was headed was good enough and manage it going forward.

Clerk Lovejoy Roe asked why development stops from Canton on E. Michigan Ave and what could be done to improve the development in the Township on E. Michigan Ave.

Mr. Bonner said it was important to look at the people who have invested in the community and became successful and to discover why and utilize this data to attract other potential retailers to the area. He said there was easy access and visibility from the freeways, I-94, 275 and US 23, which was what every business desires. He stated he would like to look at how property was being marketed and make sure we are communicating all the strengths of available parcels to investors.

CHARTER TOWNSHIP OF YPSILANTI
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Clerk Lovejoy Roe asked what could be done to keep our township residents spending in the community and how could we attract retailers in the Township that our residents are currently visiting in other communities for goods and services.

Mr. Bonner said knowing what the decision makers know; knowing the demographics in the area, and communicating what has been successful would help determine how we would attract retailers and keep money in the community.

Supervisor Stumbo asked could it be because our Township has never recruited businesses.

Luke Bonner said it could be a mix of both. He stated when someone chooses to make an investment they have a lot of information at their fingertips from online resources and databases. He said we need to understand what information they are going off of and use it to our advantage.

Clerk Lovejoy Roe said we have many great businesses in the township, but asked how we could get new residents to find out about them and to attract our residents to local Township businesses.

Mr. Bonner said the Township was a big community and people get comfortable going to the same places. He said there were also traffic patterns that could determine where people would drive to.

Trustee Eldridge asked Mr. Bonner how he would keep the Trustees up to date on the status of a new plan. Mr. Bonner said he could do weekly or monthly reports to keep everyone up to date on progress.

Trustee Eldridge asked if a motion could be made to put this on the agenda tonight at the regular meeting to vote and get started on the economic development process.

CHARTER TOWNSHIP OF YPSILANTI
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Clerk Lovejoy Roe concurred and all agreed to add the economic development consultant agreement with Bonner Advisory Group under Other Business on the agenda at the regular meeting.

Trustee Jarrell Roe asked Mr. Bonner about the Detroit Region Aerotropolis strategic plan that Mr. Bonner had created including their new branding and new website and asked how he thought the township could develop branding, a new website, because she felt the township's was not user friendly, along with a better form of messaging for future developers and businesses. She asked Mr. Bonner if an upgrade of the Township's website would be part of the economic development strategy for Ypsilanti Township.

Mr. Bonner said his company had connections and relationships with consultants that could help fill the void of an unfriendly website and he could help with branding and messaging.

Trustee Wilson stated the proposal from the Bonner Advisory Group was for a potential one year agreement and he asked Luke Bonner what he foresaw in the future for Ypsilanti Township and the contract with his company. Trustee Wilson asked Mr. Bonner if in the past he had needed to extend his contract with other companies.

Mr. Bonner said he has had constant renewal clients, while others were one time based on their specific need. He said as far as the contract goes with the Township, he planned to see how things go from the Township's perspective. He said he would hope to provide enough value to continue and to extend the contract.

Treasurer Doe asked if there was a termination clause.

Mr. Bonner said it would be in the contract.

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 17, 2017 WORK SESSION MINUTES
PAGE 6**

2. 2018 PRELIMINARY BUDGET---SUPERVISOR STUMBO AND JAVONNA NEEL

Javonna Neel, Accounting Director, made a presentation on the funds below with a variety of handouts and through a power point presentation. (see attached)

a) FUND 212 – BSR II

Director Neel stated that all the information regarding this fund was itemized line by line in the packets the board was given. Ms. Neel stated there would be revenue added to this fund from the general fund. Ms. Neel explained the revenue was for debt services for the road bonds. She said the general fund would pay half of the debt for the road bond.

Director Neel stated the biggest expenditures for this fund included a transfer for the Golf Course and the Recreation Department. She explained they do not make enough revenue to sustain their department.

Trustee Eldridge asked if there would be time to discuss the Golf Course and Recreation Department situation at the next meeting.

Director Neel said she would try but she needed to complete the entire budget at the next meeting.

Trustee Eldridge said it was almost \$700,000.00 and he feels strongly that it needs to be discussed.

Director Neel thanked Supervisor Stumbo, Deputy Supervisor Keen, and all the Directors who helped put the budget together. She said it was well put together and every line had an explanation and if anyone needed further explanation she would be available to discuss it with them.

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Trustee Ross-Williams questioned the Park's Repair and Maintenance category stating that in 2016 it was almost \$58,000.00 which was over budget and in 2018 the request is \$40,000.00. She said our parks need maintenance and when she saw this, she worried the parks would not receive the maintenance that is needed.

Director Neel explained that it may not be enough and we would have to do a budget amendment if things come up that need to be addressed. She said this was an estimated amount.

Supervisor Stumbo stated when a complete replacement was needed it would be categorized as a Capital Improvement and would be brought to the board for approval.

b) FUND 248 – HOUSING AND BUSINESS INSPECTION

Director Neel explained the Housing and Business Inspection Fund.

Trustee Ross-Williams questioned the Employee Paid Health Contract and the negative balance. Director Neel explained that it represented the part of the Health Insurance that the employee pays out of their wages for their health care.

OCS Director Radzik explained the progress they made with the inspection of rentals. He said they were late getting started due to the resignation of the Building Official at the end of July. He said they hired a private consultant who has worked with the staff. He said they have conducted an inventory of the conditions of all 67 apartment complexes. Director Radzik stated they identified Green Briar Apartments on S. Congress Street as the top priority. He said they completed the exterior

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OCTOBER 17, 2017 WORK SESSION MINUTES
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inspections and have posted warnings for residents not to use some outside balconies because they were detaching from the building. He said the rest of the complexes are being scheduled for inspections in the next few weeks. Director Radzik said they have all but a couple of the complexes registered.

Clerk Lovejoy Roe questioned what have the inspectors that we hired for the rental program been doing since they have not been inspecting the rentals thus far. Director Radzik explained they have continued to do inspections for plumbing and electrical throughout the township along with inspections for single family rentals. He said that some of his inspectors have completed the state certification for soil erosion and sedimentation. Clerk Lovejoy Roe asked if they would have enough inspectors once the rental inspection program was in full swing. He said that he believes once the vacant position is filled he would be staffed adequately.

Clerk Lovejoy Roe questioned a line item in Fund 249 and wondered if it was a pay back to the Building Fund. Director Neel stated that the inspectors for rentals were paid through the building fund and now their wages are being paid back to the building fund.

Director Mike Radzik stated that all the revenue projections were based on the number of single family rental properties. He said there are approximately 2600 in the system and he said he did not expect any to increase or decrease. He said over the last couple of years it had dropped from approximately 3000 and now it has stabilized.

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c) FUND 249 – BUILDING

Director Neel explained the biggest revenue in this fund is from revenue for permits. She said the expenditures are for personnel. Director Neel stated this fund restored three positions last year. Director Radzik said the revenue in this fund was based solely on new construction and renovations. He said an example was last year they projected a fairly conservative revenue estimate and reported as of yesterday 100% of projected revenues for the entire year had been collected.

Clerk Lovejoy Roe questioned that the law states that tax payer dollars cannot be used to subsidize the Building Department. She said it would be worth researching. Supervisor Stumbo stated that it was with expenditures. Director Neel said she would do some research but she thought you could not use revenues in excess of what you pay out in expenditures.

d) FUND 252 – HYDRO (Did not cover this fund)

e) FUND 266 – LAW ENFORCEMENT

Director Neel stated the Law Enforcement revenues were funded by our millage. She said that we contract through Washtenaw County Sheriffs' Department for our Law Enforcement. Director Neel stated under expenditures two new contractual Law Enforcement Officers were budgeted. Director Radzik stated that for 2018 budget the police service unit cost went up 1½% increase from 2017. He said up until 2008 we had 44 contracted Police Service units and that year it was reduced to 38, in 2010 it was reduced to 31, and over the last couple years it was increased back up to 35. Director Radzik said the proposed budget would increase to 37. He said a Police Service Unit (PSU), included a completely equipped and trained Sheriffs' deputy, the vehicle and fleet cost, the metro

CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 17, 2017 WORK SESSION MINUTES
PAGE 10

dispatched cost, computer technology cost, insurance, and legal liability. Director Radzik stated that for every 7 ½ Deputies we are entitled to a Sergeant so with this formula we get 4.7 Sergeants but in reality we have 5 assigned for patrol work and 1 additional assigned to the community action team. He said we get more supervisors than the formula calls for. He said for every 44 units we get one Lieutenant but we have had the services of a Lieutenant based on 35. Director Radzik said it also entitles us to the use of civilian support staff, the detective bureau services, the community engagement programs, support services like special weapons, crisis negotiations, computer forensics, k-9, narcotics, bomb tracking dogs, etc. Trustee Eldridge asked what duties would be assigned to the two new Officers. Lieutenant Marocco stated they would be on the road between 12:00 noon and 4:00 a.m. which is where they would be needed the most.

Supervisor Stumbo stated that we reduced the overtime by \$50,000.00, we reduced the payment back on the improvements to the Law Enforcement Center, last year it was about \$180,000.00 and we are budgeting \$50,000.00 this year. She said these measures would help us to be able to add the two additional Officers. Director Radzik stated he did budget to provide the summer youth program next year. Supervisor Stumbo said it was also budgeted to restore the neighborhood watch program to one full time or two part time positions. Trustee Eldridge asked if they would be township employees and Director Radzik said that they were intended to be township employees.

Director Neel stated that the Law Enforcement fund was divided into two parts – Law Enforcement and Ordinance.

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 17, 2017 WORK SESSION MINUTES
PAGE 11**

Clerk Lovejoy Roe said that it would be hard to fill Supervisor Stumbo and Tammy Keens' shoes. She said they have done a tremendous job with Neighborhood Watch.

Supervisor Stumbo said that we may have a special work session meeting because of the cancellation of the November 7, 2017 Board Meeting because of the election on that date.

f) **FUND 595 – MOTORPOOL** (Did not cover this fund)

g) **FUND 893 – NUISANCE ABATEMENT** (Did not cover this fund)

Work Session ended at approximately 6:53 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Ypsilanti Township Proposal

Economic Development Strategic Plan and Program Management

October 17, 2017



BONNER *Advisory Group*

Luke Bonner Bio

- Bonner Advisory Group founded 2014
- Seventeen years economic development experience in public and private sectors.
- Supported 250+ corporate projects with commitments for nearly 10,000 jobs and over \$3 billion in new investment in Michigan communities.
- Authored 35+ tax increment finance and development plans; dozens of tax abatements and state incentive packages.
- While with Ann Arbor SPARK, authored real estate development strategy entitled “Ahead by a Century” for RACER Trust-owned property at Willow Run in Ypsilanti Township, MI for connected and autonomous vehicle testing.
 - Today this project is owned by American Center for Mobility and will soon break ground on a first phase \$20 million connected and autonomous vehicle proving ground.

What We Do

- Core Competencies
 - **Economic Development**
 - Create and replicate successful investment and job creation mode.
 - **Business Development / Real Estate Strategy**
 - Provide strategic support and access to extensive relationship network.
 - **Financial Incentives**
 - Locate financial resources and assist with qualification process.

Economic Development Clients



Business Development / Real Estate Strategy

Precision Properties

HILLWOOD
A PEROT COMPANY®

 **Walbridge**

AKTPEERLESS
environmental services

InSite

CORE
S P A C E S

 **NorthPoint**TM
DEVELOPMENT

GENERALSPORTS
THE POWER OF SPORTS AND ENTERTAINMENT

 **WADETRIM**

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Financial Incentives



Sampling of Current and Past Projects

- **Detroit Region Aerotropolis – Regional – SE Michigan**
 - Created Strategic plan, branding and marketing, website, and site selector strategy. Revival of a dead brand. Successes included in less than 12 months – Amazon 2.3 million sq. ft. and Penske Logistics 606,000 sq. ft.
- **Huntington National Bank – Flint, Michigan and Akron, Ohio**
 - Incentive negotiations and community-by-community analysis of available local incentives for Huntington National Bank real estate projects.
- **Amazon/Hillwood – Shelby Township Michigan**
 - Working with a Chicago-based industrial firm to secure financial incentives for a large distribution and warehouse facility on a former brownfield property in southeast Michigan.



Available Properties

CATALOG



Land Bank
PROPERTIES

RACER Trust
PROPERTIES

City of Flint
PROPERTIES

Hurley Medical
PROPERTIES

Special Interest
PROPERTIES

PROPERTY Map

Land Bank

- 1 Ballenger Hwy Commercial
- 2 Dort Hwy Commercial
- 3 E Court St Commercial

City of Flint

- 1 Bishop Int'l Airport 1
- 2 Bishop Int'l Airport 2

Hurley

- 1 Hurley Medical Frontage 1
- 2 Hurley Medical Frontage 2

Special Interest

- 1 Liberty Business Park
- 2 Burton City Industrial
- 3 Neighborhood Infill 1
- 4 Neighborhood Infill 2

Racer Trust

- 1 Coldwater Industrial
- 2 Davison Rd Industrial
- 3 Dort Hwy Commons
- 4 Chevy Commons Parcel
- 5 Atherton & Saginaw Commercial
- 6 Genesee Industrial
- 7 Buick City
- 8 James P Cole Property Bundle

- 5 Neighborhood Infill 3
- 6 Neighborhood Infill 4
- 7 Neighborhood Infill 5
- 8 Neighborhood Infill 6

Community Comparisons

REGIONAL POPULATION CHANGE %



	SALISBURY, MD-DE	READING, PA	TRENTON, NJ	MOBILE, AL	PEORIA, IL	ROCKFORD, IL	FLINT, MI (MSA)
POPULATION CHANGE %	+1%	+0%	+0%	+0%	0%	0%	-1%
TOTAL INDUSTRY JOBS 2017	169,810	189,747	263,780	190,974	184,794	158,716	147,468
TOTAL INDUSTRY JOBS CHANGE %	+2%	+1%	+1%	+0%	+0%	+1%	+0%
CURRENT AVERAGE EARNINGS	\$46,208	\$56,665	\$80,742	\$51,167	\$59,784	\$51,725	\$51,028
COL INDEX	106.9	107.4	122.8	95.5	102.0	99.0	95.0
BACHELOR'S DEGREE OR HIGHER %	16.5%	14.7%	27.0%	14.2%	18.3%	14.6%	13.2%
GRP	€15 76R	€18 01R	€22 22R	€16 67R	€18 33R	€12 72R	€14 07R

UNEMPLOYMENT

Water	Energy	Stormwater	Sewer	Environmental	GeoTechnical	Wetlands	Flood
WM Means Water Main		STM Means Storm	SSM Means Sanitary Storm Main				
14" WM on Ballanger 16"-24" WM on Dort; 6" - 10" WM on Lapeer	Yes	STM on both Bellanger and Court	12" SSM on Bellanger; 10" SSM on Court	Completed by Land Bank No Known Restrictions	NA	No	
12"-14" WM on both Court and Averill	Yes	STM on both Dort and Lapeer	10" SSM on both Dort and Lapeer	Completed by Land Bank No Known Restrictions	NA	No	No
	Yes	STM on both Court and Averill	15" SSM on Averill	Completed by Land Bank No Known Restrictions	NA	No	No
WM on Coldwater Road	Yes	Catch basins seen on Coldwater Road	8" SSM on Carpenter	RACER Trust Environmental Reports Available	NA	No	No
16" WM on Davison Road	Yes	Catch basins along Davison Road	Various SSM pipes 8"+ along Davison, Center and into site	RACER Trust Environmental Reports Available	Top Soil Removed - Back filled with varying materials	No	No
16" WM on Davison Road	Yes	Catch basins along Davison Road	Various SSM pipes 8"+ along Davison, Center and into site	RACER Trust Environmental Reports Available	NA	No	No

Priority Properties

Neighborhood Infill Property



The Victor



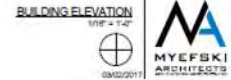
THE VICTOR
HOOVER AND GREENE
ANN ARBOR, MI

PERSPECTIVE V

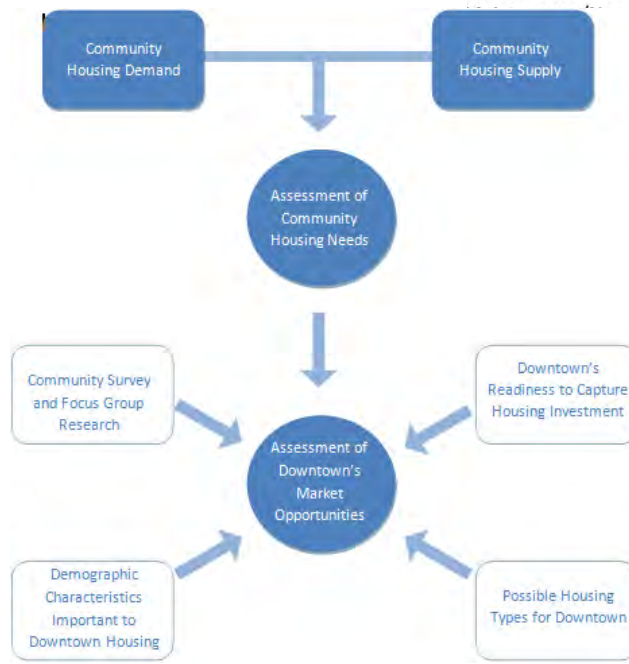


NORTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

THE VICTOR
HOOVER AND GREENE
ANN ARBOR, MI



The Victor



Effective Income				\$2,730,000	\$2,525,000	\$2,507,176	\$2,022,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,111,111
DEVELOPMENT OPERATING EXPENSES:			% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred	% Incurred
Administrative Expenses	1.5%	1.5%	1.5%	\$126,130	\$135,552	\$145,229	\$155,166	\$157,493	\$159,856	\$162,254	\$164,000
Utilities	0.5%	0.5%	0.5%	\$38,250	\$40,707	\$43,187	\$45,692	\$45,925	\$46,159	\$46,395	\$46,600
Capitalized Repairs	1.5%	1.5%	1.5%	\$84,575	\$90,893	\$97,382	\$104,045	\$105,606	\$107,190	\$108,798	\$110,400
Insurance	1.6%	1.6%	1.6%	\$425,000	\$431,800	\$438,709	\$445,728	\$452,860	\$460,106	\$467,467	\$474,900
Costs	1.5%	1.5%	1.5%	\$12,750	\$13,703	\$14,681	\$15,685	\$15,920	\$16,159	\$16,402	\$16,600
Other	0.5%	0.5%	0.5%	\$21,250	\$22,613	\$23,988	\$25,377	\$25,504	\$25,631	\$25,759	\$25,900
	1.5%	1.5%	1.5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	1.5%	1.5%	1.5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total for Debt Service				\$707,955	\$735,267	\$763,176	\$791,693	\$803,308	\$815,101	\$827,074	\$839,200
Requirements				\$728,142	\$779,831	\$823,966	\$819,395	\$832,133	\$845,108	\$858,323	\$871,100
Bank	I/O Period	Term	Amort	0	504	504	\$627,132	\$627,132	\$627,132	\$627,132	\$627,132
Proforma	S & U	Cash flow	Amrt Schd Ann	Amrt Schd Mo	Dev Ret	Summary					

The Victor

- Precision Properties
 - Buyer identification
 - Property Acquisition
 - Neighborhood Communication Strategy
 - Political Strategy

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Proposal - Objectives

- Assist the Township in the process of building consensus around a strategic vision and implementation plan that can guide future economic development activities.
- A plan that fully implements the findings of Carlisle Wortman Strategic Plan and Defense Manufacturing Assistance Program with University of Michigan that can be referred to over the next five to seven years.
- Work cooperatively with all Township departments to improve and enhance the development process in a fashion that moves project quickly from plan submittal to “shovel in the ground”.

Proposal – Objectives cont'd

- Work collaboratively with Ann Arbor SPARK and American Center for Mobility (ACM) to ensure a successful development of new industrial and technology facilities that will create business attraction opportunities for the Township.
- A data and demographic study, along with a retail study, and new business surveys, will ensure all key entities and stakeholders involved will have access to the same information.

Proposal – Scope of Work

- The goal is to determine the optimum approach to economic development efforts that focus on sustaining the local economy at the right size and desired mix of businesses.
 - Economic Development Bootcamp
 - Public Outreach and Community Engagement
 - Deliverables: A set of agreed upon goals and guiding principles that will become the foundation for the economic development strategy.
 - Defining the Economic Strategy
 - Deliverables: Action plan with timeline.

Proposal – Scope of Work cont'd

- Final Plan Development
 - Deliverables: Economic Development Implementation Strategy that communicates the Township's economic development goals, provides measurable objectives, assigns implementation roles and responsibilities, and provides a timeline for future action.

Proposal – Project Management

- Bonner Advisory Group will manage inquires and project meetings related to the following areas as well on behalf of the Township:
 - Retail
 - Manufacturing
 - Residential – Single Family and Multi-Family
 - Branding/Messaging
 - Future Development
 - American Center for Mobility

Proposal – Phased Approach

- Phase 1: Research - 3 Months
 - Strategic Planning
 - Data Analysis
 - Project Management
- Phase 2: Marketing/Branding and Strategic Plan Implementation - 3 Months
 - Create a Marketing Plan that includes video, social, and web*
 - Project Management
- Phase 3: Ongoing Project Management and Implementation - 6 Months
 - Project Management and program implementation

Proposal – Total Budget

- \$60,000; \$5,000 per month for one-year engagement
 - This proposed budget does not include implementation of the marketing plan, only the creation of the marketing strategy. Cost related to the marketing strategy requires additional services and capabilities outside of the scope of this contract.
 - Suggested budget for marketing plan implementation is \$30,000.

Luke Bonner, CEO

(734) 846-9746

Luke.Bonner@BonnerAG.com

www.bonnerag.com





**2018 BUDGET REQUEST –
LINE BY LINE BUDGETS WITH
NARRATIVES ARE AVAILABLE
ON OUR WEBSITE -
YTOWN.ORG**

<https://ytown.org/supervisor-s-office/budget-information>

BIKE PATH, SIDEWALK, AND
RECREATION -
BSRII FUND
2018 REQUESTED BUDGET

CLASSIFICATION SUMMARY, HISTORY, AND OVERVIEWS

2018 BSRII FUND REVENUE BUDGET BY CLASSIFICATION SUMMARY

Fund 212 - REVENUES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF REVENUES
PROPERTY TAXES	MILLAGE .9966	1,142,461	1,150,999	1,150,999	1,187,758	77.8%
LICENSES & PERMITS	BIKE PATH FEE	23,115	5,000	5,000	6,000	.4%
GRANTS FROM LOCAL UNITS		10,000				
STATE GRANT		143,911				
INTEREST INCOME		905				
OTHER REVENUES		5,000				
CONTRIBUTION FROM OTHER FUNDS	RECEIVED FROM GENERAL FUND FOR HALF ROAD BOND P & I	345,000	363,455	363,455	333,000	21.8%
APPROPRIATED PY FUND BALANCE*				126,799*		
TOTAL ESTIMATED REVENUES		1,670,392	1,519,454	1,646,253	1,526,758	

2018 BSRII FUND REVENUE BUDGET OVERVIEW

- ❖ 2017 millage for BSRII is .9966 for 2018 revenues
- ❖ Contributions from Other Funds - \$333,000 will be transferred from the General Fund for half of the road bond debt obligation

2018 BSRII Fund Expenditure Budget by Classification Summary

Fund 212 - EXPENDITURES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % of EXPENSE
TRANSFERS OUT	GOLF COURSE & RECREATION	612,219	683,519	683,519	686,320	47.6%
DEBT OBLIGATION	ROAD BOND	690,250	678,000	678,250	666,250	46.2%
REPAIRS & MAINTENANCE	PARKS	57,761	40,000	40,000	40,000	3%
PROFESSIONAL & CONTRACTUAL	PARK MASTER PLAN	9,664		1,002	20,000	1%
HIGHWAY/STREET/DRAINS/SIDE WALKS	DUST CONTROL, SWEEPING, SIGNS & SIDEWALKS	31,003	30,000	28,748	30,000	2%
CAPITAL OUTLAY		309,862		126,799		
TOTAL EXPENDITURES		1,710,759	1,431,519	1,558,318	1,442,570	

2018 BSRII FUND EXPENDITURE BUDGET OVERVIEW

- ❖ Budgeted \$40,000 for repairs to the parks
- ❖ Contribute \$492,519 to the Recreation Fund for operations
- ❖ Contribute \$193,801 to the Golf Course Fund for operations
- ❖ Debt obligation for the road bond with Washtenaw County Road Commission – principle \$600,000 and interest \$66,250
- ❖ No other capital outlay projects were budgeted for 2018, they will come back to the Board

CURRENT 2017 BUDGET AMENDMENTS TO PRIOR YEAR FUND BALANCE FOR CAPITAL PROJECTS THROUGH 9/30/17

- ❖ ROOFING AT COMMUNITY CENTER \$106,799
- ❖ SIDE WALK REPAIR & REPLACE \$20,000

2018 BSR II Fund Budgeted Fund Balance

BSR II FUND 212	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET
NET OF REVENUES - EXPENDITURES	(40,367)	87,935	87,935	84,188
BEGINNING FUND BALANCE	364,716	324,349	324,349	285,485
LESS APPROPRIATED FROM PRIOR YEAR FUND BALANCE			(126,799)	
ENDING FUND BALANCE	324,349	412,284	285,485	369,673
FUND BALANCE % OF REVENUES	19.4%	27%	17%	24%

HOUSING & BUSINESS INSPECTIONS FUND #248 2018 REQUESTED BUDGET

CLASSIFICATION SUMMARY, HISTORY, AND OVERVIEWS

2018 HOUSING & BUSINESS INSPECTION FUND REVENUE BUDGET BY CLASSIFICATION SUMMARY

Fund 248 REVENUES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF REVENUE
CHARGES FOR SERVICES	VACANT PROPERTY & RENTAL INSPECTIONS	129,782	243,000	243,000	239,000	73.1%
SPECIAL ASSESSMENTS	TAXES – NON COLLECTED INSPECTIONS	89,337	38,500	38,500	30,500	9.3%
BUSINESS LICENSES & PERMITS	RENTAL REGISTRATION	14,550	2,000	2,000	2,000	.6%
INTEREST INCOME		319	100	100	0	0.0%
OTHER REVENUES		250	0	0	0	0.0%
APPROPRIATED PRIOR YEAR FUND BALANCE*		0	36,469*	36,914*	55,354*	16.9%
TOTAL REVENUES		234,238	320,069	320,514	326,854	

2018 Housing & Business Inspection Fund Expenditure Budget by Classification Summary

FUND 248 APPROPRIATIONS	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF EXPENSES
PERSONNEL SERVICES	Salary & Wages - clerical & Bldg Inspect Rentals	125,907	197,834	197,497	197,855	60.5%
FRINGE BENEFITS	FICA, Health, MERS, Life	45,574	83,059	83,091	81,258	24.9%
PROFESSIONAL & CONTRACTUAL	Admin Fees	15,055	16,877	16,877	19,201	5.9%
LEASE RENTAL	Motor Pool	14,500	10,250	10,250	14,700	4.5%
TRANSPORTATION	Travel & Gas	4,277	4,000	4,750	5,000	1.5%
INSURANCE & BONDS	Insurance Liab & Workers Comp	3,844	3,749	3,749	4,540	1.4%
OFFICE SUPPLIES	Office Supplies	1,376	2,300	2,300	2,300	.7%
OTHER SERVICES AND CHARGES	Uniforms & Badges	300	1,000	1,000	1,000	.3%
CAPITAL OUTLAY	Field Equipment - Inspections	87	1,000	1,000	1,000	.3%
OTHER EXPENDITURES						
TOTAL EXPENDITURES		210,920	320,069	320,514	326,854	

2018 Housing & Business Inspection Fund Budgeted Fund Balance

Fund 248 - INSPECTIONS	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET
NET OF REVENUES - EXPENDITURES	23,318			
BEGINNING FUND BALANCE	159,682	183,000	183,000	146,086
*LESS BUDGETED AMOUNT APPROPRIATED FROM PRIOR YEAR FUND BALANCE		(36,469)	(36,914)	(55,354)
ENDING FUND BALANCE	183,000	146,531	146,086	90,732
FUND BALANCE % OF REVENUE	78%	46%	45%	28%

**BUILDING INSPECTION
FUND #249
2018 REQUESTED
BUDGET**

**STATE REGISTERED INSPECTOR – REQUIREMENT
OF PUBLIC ACT 54 OF 1986**

CLASSIFICATION SUMMARY, HISTORY, AND OVERVIEWS

2018 BUILDING INSPECTION FUND REVENUE BUDGET BY CLASSIFICATION SUMMARY

Fund 249 - BUILDING DEPARTMENT	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF REVENUE
LICENSES & PERMIT	Inspections & Permits	667,644	599,000	599,000	750,300	98.4%
CHARGES FOR SERVICES	Plot Plan Permit & Liquor Inspection	2,069	4,800	4,800	10,000	1.3%
INTEREST INCOME		1,097	800	800	2,000	.3%
OTHER REVENUES		250				
APPROPRIATED PRIOR YEAR FUND BALANCE*			121,342*	125,910*		
TOTAL REVENUES		671,060	725,942	730,510	762,300	

2018 Building Inspection Fund Expenditure Budget by Classification Summary

EXPENDITURES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF EXPENSES
PERSONNEL SERVICES	Supervisor, Inspectors, Clerical, & OCS Exec	207,011	437,060	423,885	341,156	48.3%
FRINGE BENEFITS	FICA, Health, MERS, Life	73,482	176,452	175,015	243,316	34.4%
PROFESSIONAL & CONTRACTUAL	Admin Fees & Contract Mechanical Inspector	148,277	66,076	81,576	78,030	11.0%
LEASE RENTAL	Motor Pool	12,750	22,200	25,880	19,450	2.8%
INSURANCE & BONDS	Insurance Liab. & Workers Comp	5,735	5,554	5,554	6,651	.9%
TRANSPORTATION	Travel & Gas	2,104	5,000	5,000	5,000	.7%
CAPITAL OUTLAY	New Field Equipment	12,089	4,000	4,000	4,000	.6%
OFFICE SUPPLIES	Supplies	2,643	3,600	3,600	3,000	.4%
DUES/MEMBERSHIPS	Mandatory Memberships & Dues	830	3,000	3,000	3,000	.4%
OPERATING SUPPLIES	Supplies & Ordinance Code Books	1,497	2,000	2,000	2,000	.3%
OTHER SERVICES AND CHARGES	Uniforms & Badges	2,467	1,000	1,000	1,000	.1%
TOTAL EXPENDITURES		468,885	725,942	730,510	706,603	

2018 Building Inspection Fund Budgeted Fund Balance

Fund 249 – BUILDING INSECTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET
NET OF REVENUES - EXPENDITURES	202,175	0	0	55,697
BEGINNING FUND BALANCE	514,270	716,445	716,445	590,535
*LESS BUDGETED AMOUNT APPROPRIATED FROM PRIOR YEAR FUND BALANCE		(121,342)	(125,910)	
ENDING FUND BALANCE	716,445	595,103	590,535	646,232
FUND BALANCE % OF REVENUE	107%	82%	81%	85%

HYDRO FUND #252 2018 REQUESTED BUDGET

CLASSIFICATION SUMMARY, HISTORY, AND OVERVIEWS

2018 HYDRO FUND REVENUE BUDGET BY CLASSIFICATION SUMMARY

Fund 252 – REVENUES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF REVENUE
FORD LAKE DAM REVENUES	Sales of Electricity to DTE	400,255	350,000	350,000	389,000	64.4%
OTHER REVENUES		300				0%
INTEREST INCOME		577	200	200	500	.1%
CONTRIBUTION FROM OTHER FUNDS	Environmental Clean Up for Tyler Dam	78,635	44,800	44,800		0%
APPROPRIATED PRIOR YEAR FUND BALANCE*				2,476*	214,775*	35.5%
TOTAL REVENUES		479,767	395,000	397,476	604,275	

2018 Hydro Fund Expenditure Budget by Classification Summary

EXPENDITURES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF EXPENSES
CAPITAL OUTLAY	Tyler Dam & Generators	210,236	60,000	104,800	347,000	57.4%
PERSONNEL SERVICES	Wages Hydro Operator & Temp Operator	78,328	87,522	87,522	87,522	14.5%
OTHER EXPENDITURES	10% to City of Ypsi, Fish Study	51,170	48,600	48,600	52,490	8.7%
REPAIRS & MAINTENANCE	Supplies, Hydro Structure Repair, & Maint Other Dams	42,754	62,550	62,550	28,200	4.7%
PROFESSIONAL & CONTRACTUAL	Engineering Dam Safety, Inspections & Port-a-Johns	15,868	72,300	27,500	27,500	4.6%
FRINGE BENEFITS	FICA, Health, MERS, Life	36,309	41,627	44,103	43,346	7.2%
LEASE RENTAL	Motor Pool	6,000	6,000	6,000	6,000	1%
INSURANCE & BONDS	Insurance Liab & Workers Comp	3,941	3,894	3,894	4,017	.7%
TRANSPORTATION	Gas	2,211	3,500	3,500	3,300	.5%
UTILITIES	Electric & Gas	869	1,800	1,800	2,200	.4%
COMMUNICATIONS	Telephone	45,536	1,000	1,000	1,000	.2%
OTHER SERVICES/CHARGES	Boots & Uniforms	550	700	700	850	.1%
OFFICE SUPPLIES	Supplies	157	450	450	450	.1%
OPERATING SUPPLIES	Supplies	140	400	400	400	.1%
TOTAL EXPENDITURES		494,069	390,343	392,819	604,275	

2018 HYDRO FUND EXPENDITURE OVERVIEW

- STAFFING REQUESTS

- Added additional part-time personnel – was budgeted in 2017 but not hired
- Total part-time personnel will be 2

- CAPITAL IMPROVEMENT PLAN

- Gen2 (1800 Kva) generator – lower bearing replacement \$329,000
- Water Quality equipment upgrade - \$18,000

2018 Hydro Fund Budgeted Fund Balance

HYDRO FUND 252	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET
NET OF REVENUES - EXPENDITURES	(14,302)	4,657	4,657	
BEGINNING FUND BALANCE	275,663	261,361	261,361	263,542
* LESS APPROPRIATED FROM PRIOR YEAR FUND BALANCE			(2,476)	(214,775)
ENDING FUND BALANCE	261,361	266,018	263,542	48,767
FUND BALANCE % OF REVENUE	55%	67%	66%	8.1%

LAW ENFORCEMENT FUND 2018 REQUESTED BUDGET

CLASSIFICATION SUMMARY, HISTORY, AND OVERVIEWS

2018 LAW ENFORCEMENT FUND REVENUE BUDGET BY CLASSIFICATION SUMMARY

FUND 266 - REVENUES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF REVENUE
PROPERTY TAXES	Millage 5.8952 & Pilot	6,753,953	6,798,167	6,798,167	7,037,764	96.8%
STATE REVENUE	Liquor Enforcement	23,723	22,000	22,000	23,000	.31%
CHARGES FOR SERVICES	Liquor Inspections	1,450	1,200	1,200	1,000	.01%
INTEREST INCOME		4,286				
OTHER REVENUES		1,150				
APPROPRIATED PY FUND BALANCE			200,337	205,376	207,464	2.9%
TOTAL REVENUES		6,784,562	7,021,704	7,026,743	7,269,228	

2018 Law Enforcement Fund Expenditure Budget by Classification Summary for Sheriff Services – Department 301

Dept 301.000 SHERIFF SERVICES EXPENDITURES		2017				
DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % of EXPENSE	
CONTRACTUAL - SHERIFFS	Washtenaw County Sheriff 1.5% increase	5,897,793	6,056,660	6,039,660	6,412,055	92.83%
PERSONNEL SERVICES	OCS Director & 25% Exec Coordinator & 1 Custodian	126,400	126,663	127,488	126,143	1.83%
PROFESSIONAL & CONTRACTUAL	Admin Fee, Animal Control, Community Serv	65,332	98,037	113,037	115,878	1.68%
FRINGE BENEFITS	FICA, Health, MERS, Life	60,655	81,678	81,741	79,474	1.15%
TRANSFERS OUT	GF - LEC Capital Improvement 5 Years		181,865	181,865	50,000	.72%
REPAIRS & MAINTENANCE	Buildings & Equipment	23,594	41,500	42,800	39,000	.56%
UTILITIES	Gas & Electric @ Huron, Holmes, Tyler	27,630	30,300	30,300	37,000	.54%
CAPITAL OUTLAY	LEC - Car Ports, Digital Cameras & Radar Units	8,310	80,000	78,700	25,000	.36%
INSURANCE & BONDS	Insurance Liab. & Workers Comp	8,446	8,286	8,286	8,441	.12%
OFFICE SUPPLIES	Office Supplies & Postage	9,026	5,300	5,300	5,500	.08%
OPERATING SUPPLIES		1,325	5,000	5,000	5,000	.07%
LEASE RENTAL	Motor Pool	2,666	1,500	3,500	2,000	.03%
DUES/MEMBERSHIPS		775	1,500	1,500	1,500	.02%
Totals for dept 301.000-SHERIFF SERVICES		6,231,952	6,718,289	6,719,177	6,906,991	

2018 LAW ENFORCEMENT EXPENDITURE BUDGET OVERVIEW – DEPT 301

- Washtenaw County Sheriff contract formula price for 37** Police Service Units (PSU) – 1.5% increase
 - ** Includes 2 additional deputies for 2018
- Reduce transfer to General Fund for the Law Enforcement Center (LEC) from \$181,865 annually to \$50,000
 - Original pay back - \$181,865 annually for 5 years beginning 2017
- Equipment \$25,000 budgeted for cameras & radar units

2018 Law Enforcement Fund Expenditure Budget by Classification Summary for Ordinances – Department 304

DEPT 304.000 ORDINANCE DEPARTMENT EXPENDITURES		2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % of EXPENSE
DESCRIPTION						
PERSONNEL SERVICES	2 Ordinance Officers & 1 Clerk	169,771	192,998	196,854	213,401	58.91%
FRINGE BENEFITS	FICA, Health, MERS, Life	79,236	93,417	93,712	131,736	36.37%
LEASE RENTAL	Motor Pool	10,000	10,000	10,000	10,000	2.76%
TRANSPORTATION	Travel & Gas	3,600	4,000	4,000	4,300	1.19%
OPERATING SUPPLIES		792	1,200	1,200	1,000	.28%
OTHER SERVICES AND CHARGES	Uniforms	898	1,000	1,000	1,000	.28%
OFFICE SUPPLIES		397	800	800	800	.22%
Totals for dept 304.000-ORDINANCE		264,694	303,415	307,566	362,237	

2018 LAW ENFORCEMENT EXPENDITURE BUDGET OVERVIEW – DEPT 304

- Budgeted for a full time Community Engagement Specialist including fringe benefits to coordinate and administer neighborhood watch and other community engagement services

2018 Law Enforcement Fund Budgeted Fund Balance

	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET
TOTAL REVENUES	6,784,562	7,021,704	7,026,743	7,269,228
LESS EXPENDITURES DEPT 301 – SHERIFF	(6,231,952)	(6,718,289)	(6,719,177)	(6,906,991)
LESS EXPENDITURES DEPT 304 - ORDINANCE	(264,694)	(303,415)	(307,566)	(362,237)
EQUALS NET REVENUE - EXPENDITURES	287,916	0	0	0
BEGINNING FUND BALANCE	1,558,616	1,846,532	1,846,532	1,641,156
* LESS APPROPRIATED FROM PRIOR YEAR FUND BALANCE	0	(200,337)	(205,376)	(207,464)
ENDING FUND BALANCE	1,846,532	1,646,195	1,641,156	1,433,692
FUND BALANCE % OF REVENUES	27%	23%	23%	20%

**MOTOR POOL FUND
INTERNAL SERVICE FUND
2018 REQUESTED BUDGET**

2018 MOTOR POOL FUND REVENUE BY CLASSIFICATION

FUND 595 - REVENUES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017	2018 REQUESTED BUDGET	2018 % OF REVENUE
				AMENDED BUDGET at 9/30/17		
CHARGES FOR SERVICES	LEASE & FUEL FROM ALL FUNDS	233,303	245,520	249,200	237,220	95.6%
INTEREST INCOME		344	100	100	500	.02%
OTHER REVENUES		1,387				
APPROPRIATED PY FUND BALANCE*			4,411*	27,664*	10,512*	4.2%
TOTAL ESTIMATED REVENUES		235,034	250,031	276,964	248,232	

2018 MOTOR POOL FUND REVENUE OVERVIEW

- All funds pay annual lease fees for the vehicles used in their department
 - Fees calculated out over the life of vehicle and normal maintenance of vehicle
- Fuel assumptions are lower for 2018

2018 MOTOR POOL FUND APPROPRIATIONS BY CLASSIFICATION

EXPENDITURES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017	2018 REQUESTED BUDGET	2018 % of EXPENSE
				AMENDED BUDGET at 9/30/17		
DEPRECIATION	Depreciation of Fixed Assets Over Life	139,362	151,492	151,492	148,047	59.6%
TRANSPORTATION	Fuel & Oil	34,947	41,000	41,000	41,000	16.5%
PROFESSIONAL & CONTRACTUAL	Monitor Fuel Tank, Outside Work Vehicles	21,398	35,500	35,500	37,000	14.9%
PERSONNEL SERVICES	Wages 25% Clerical/Floater	11,763	12,123	12,123	12,123	4.9%
FRINGE BENEFITS	25% FICA, MERS, Health Insurances	5,313	5,916	5,916	6,062	2.4%
REPAIRS & MAINTENANCE	Normal Parts & Shop Supplies	3,186	4,000	4,000	4,000	1.6%
CAPITAL OUTLAY		78		26,933		
TOTAL APPROPRIATIONS		216,047	250,031	276,964	248,232	

2018 Motor Pool Fund Budgeted Fund Balance

Motor Pool Fund 595	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET
NET OF REVENUES - EXPENDITURES	18,987			
BEGINNING FUND BALANCE	691,706	710,693	710,693	683,029
* LESS APPROPRIATED FROM PRIOR YEAR FUND BALANCE		(4,411)	(27,664)	(10,512)
ENDING FUND BALANCE	710,693	706,282	683,029	672,517
FUND BALANCE INCLUDES CAPITAL ASSETS				

NUISANCE ABATEMENT FUND # 893 2018 REQUESTED BUDGET

CLASSIFICATION SUMMARY, HISTORY, AND OVERVIEWS

2018 NUISANCE ABATEMENT FUND REVENUE BUDGET BY CLASSIFICATION SUMMARY

Fund 893 REVENUES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF REVENUE
CHARGES FOR SERVICES	BLIGHT, BOARD UPS & WEEDS	16,762	11,000	11,000	14,500	51.6%
SPECIAL ASSESSMENTS	TAXES – REIMBURSEMENTS FOR BLIGHT, BOARD UPS & WEEDS	30,304	27,000	27,000	13,600	48.4%
APPROPRIATED PRIOR YEAR FUND BALANCE*			597*	20,597*		
TOTAL REVENUES		47,167	38,597	58,597	28,100	

2018 NUISANCE ABATEMENT FUND EXPENDITURE BUDGET BY CLASSIFICATION SUMMARY

FUND 893 EXPENDITURES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF EXPENSES
OTHER SERVICES AND CHARGES	Blight, Board-Up & Noxious Weed Enforcement Cost	39,258	38,000	58,000	27,500	97.9%
PERSONNEL SERVICES		500	500	500	500	1.8%
FRINGE BENEFITS		102	97	97	97	.3%
TOTAL EXPENDITURES		39,860	38,597	58,597	28,097	

2018 NUISANCE ABATEMENT FUND BUDGETED FUND BALANCE

Fund 893	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET
NET OF REVENUES - EXPENDITURES	7,307			3
BEGINNING FUND BALANCE	51,906	59,213	59,213	38,616
LESS BUDGETED AMOUNT APPROPRIATED FROM PRIOR YEAR FUND BALANCE		(597)	(20,597)*	
ENDING FUND BALANCE	59,213	58,616	38,616	38,619
FUND BALANCE % OF REVENUE	126%	152%	66%	137%

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 17, 2017 REGULAR MEETING**

Clerk Lovejoy Roe called the meeting to order at approximately 7:06 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance recited followed by a moment of silent prayer.

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

Legal Counsel: Wm. Douglas Winters

1. PUBLIC HEARINGS

**A. 7:00PM –2017 SPECIAL ASSESSMENT LEVY – RESOLUTION NO. 2017-24
(PUBLIC HEARING SET AT THE SEPTEMBER 19, 2017 REGULAR MEETING)**

Supervisor Stumbo opened the public hearing at 7:06 p.m. No public comments. The public hearing closed at 7:07 p.m.

Clerk Lovejoy Roe read 2017 Special Assessment Levy – Resolution No. 2017-24 (Public Hearing Set at the September 19, 2017 Regular Meeting)

Motion by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve 2017 Special Assessment Levy – Resolution No. 2017-24 (PUBLIC HEARING SET AT THE SEPTEMBER 19, 2017 REGULAR MEETING) (See Attached)

Motion carried unanimously.

**B. RESOLUTION 2017-27 – CONFIRMING SPECIAL ASSESSMENT DISTRICT #68
ROLL FOR THE HURON HEIGHTS/HURON RIDGE NEIGHBORHOOD SECURITY
CAMERAS**

Supervisor Stumbo opened the public hearing at 7:09 p.m. No public comments. The public hearing closed at 7:10 p.m.

Clerk Lovejoy Roe read Resolution 2017-27 – Confirming Special Assessment District #68 Roll for the Huron Heights/Huron Ridge Neighborhood Security Cameras

Motion by Clerk Lovejoy Roe, Supported by Trustee Ross-Williams to Approve Resolution 2017-27 – Confirming Special Assessment District #68 Roll for the Huron Heights/Huron Ridge Neighborhood Security Cameras (See Attached)

Motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 17, 2017 REGULAR MEETING MINUTES
PAGE 2**

**C. RESOLUTION 2017-28 – CONFIRMING SPECIAL ASSESSMENT DISTRICT #208
ROLL FOR TREMONT SUBDIVISION LIGHTS**

Supervisor Stumbo opened the public hearing at 7:10 p.m. No public comments. The public hearing closed at 7:11 p.m.

Clerk Lovejoy Roe read Resolution 2017-28- Confirming Special Assessment District #208 Roll for Tremont Subdivision Lights

Motion by Clerk Lovejoy Roe, Supported by Treasurer Doe to Approve Resolution 2017-28 – Confirming Special Assessment District #208 Roll for Tremont Subdivision Lights (See Attached)

Motion carried unanimously.

**D. RESOLUTION 2017-29 – CONFIRMING SPECIAL ASSESSMENT DISTRICT #207
ROLL FOR LAKEVIEW STREETLIGHTS**

Supervisor Stumbo opened the public at 7:15 p.m. Clerk Lovejoy Roe read comments from residents. She shared that Yvonne Taylor on Emerson Street called to say she did not support the streetlights.

The public hearing closed at 7:16 p.m.

Clerk Lovejoy Roe read Resolution 2017-29 – Confirming Special Assessment District #207 Roll for Lakeview Streetlights

Motion by Clerk Lovejoy Roe, Supported by Trustee Ross-Williams to Approve Resolution 2017-29 – Confirming Special Assessment District #207 Roll for Lakeview Streetlights (See Attached)

Motion carried unanimously.

**E. RESOLUTION 2017-30 – CONFIRMING SPECIAL ASSESSMENT DISTRICT #207
ROLL FOR TURTLE CREEK #2 STREETLIGHTS**

Supervisor Stumbo opened the public hearing at 7:18 p.m. Clerk Lovejoy Roe read comments from residents. She shared that Josephine Abraham on Nash called to say she supported the special assessment.

The public hearing closed at 7:19 p.m.

Clerk Lovejoy Roe read Resolution 2017-30 – Confirming Special Assessment District #207 Roll for Turtle Creek #2 Streetlights

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 17, 2017 REGULAR MEETING MINUTES
PAGE 3**

Motion by Clerk Lovejoy Roe, Supported by Trustee Ross-Williams to Approve Resolution 2017-30 – Confirming Special Assessment District #207 Roll for Turtle Creek #2 Streetlights (See Attached)

Motion carried unanimously.

**F. 7:15PM – RESOLUTION 2017-25, CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #211 CREEKSIDE VILLAGE SOUTH #2
(PUBLIC HEARING SET AT THE SEPTEMBER 19, 2017 REGULAR MEETING)**

Supervisor Stumbo opened the public hearing at 7:22 p.m. Clerk Lovejoy Roe read comments from residents. She shared the following residents emailed or called to oppose the streetlights/cameras: Ora Simpson, Jennifer Ford, Richard Peters, and Sam and Shirley Baldrige. She shared John Schnack supported the streetlights and cameras.

Rick Baker spoke in favor of the streetlights/cameras and said he hoped it would stop crime. David Ward also supported the special assessment. Richard Peters said he was not necessarily opposed to it, but wanted the current lights to work properly. Charles Halstead questioned the process, while Becky Ashcraft was in favor of the streetlights/cameras.

The public hearing closed at 7:35 p.m.

Clerk Lovejoy Roe read Resolution 2017-25, Creation of Streetlight Special Assessment District #211 Creekside Village South #2 (PUBLIC HEARING SET AT THE SEPTEMBER 19, 2017 REGULAR MEETING)

Motion by Clerk Lovejoy Roe, Supported by Trustee Jarrell Roe to Approve Resolution 2017-25, Creation of Streetlight Special Assessment District #211 Creekside Village South #2 (PUBLIC HEARING SET AT THE SEPTEMBER 19, 2017 REGULAR MEETING) (See Attached)

Motion carried unanimously.

**G. 7:30PM – RESOLUTION 2017-26, CREATION OF NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT DISTRICT #69 CREEKSIDE VILLAGE SOUTH
(PUBLIC HEARING SET AT THE SEPTEMBER 19, 2017 REGULAR MEETING)**

Supervisor Stumbo opened the public hearing at 7:49 p.m. The public hearing closed at 7:52 p.m.

Clerk Lovejoy Roe read Resolution 2017-26, Creation of Neighborhood Camera Special Assessment District #69 Creekside Village South (PUBLIC HEARING SET AT THE SEPTEMBER 19, 2017 REGULAR MEETING)

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 17, 2017 REGULAR MEETING MINUTES
PAGE 4**

Motion by Clerk Lovejoy Roe, Supported by Trustee Wilson to Approve Resolution 2017-26, Creation of Neighborhood Camera Special Assessment District #69 Creekside Village South (PUBLIC HEARING SET AT THE SEPTEMBER 19, 2017 REGULAR MEETING) (See Attached)

Motion carried unanimously.

2. HABITAT FOR HUMANITY PRESENTATION

Rob Nissly, Habitat for Humanity Housing Director, reviewed his slide presentation on Ypsilanti Township's partnership with Habitat for Humanity that has been established since 2007. His presentation covered the Township's investment with the properties sold, the total sales price of properties with the Township investment totaling \$5.2 million, and the total property taxes paid by Habitat for Humanity's homeowners accruing \$240,976. Mr. Nissly introduced Sarah Stanton, Executive Director for Habitat for Humanity, and she shared her enthusiasm for the partnership for Ypsilanti Township and Habitat for Humanity.

3. PUBLIC COMMENTS

Ms. Kaiser, Township resident, stated she collected many signatures from people who live in the North Harris area and she said they were against the roundabout. She said she would like to see the money go to the other roads in the Township that needed it.

Treasurer Doe clarified that he had changed his view point on the roundabout and said we could vote for or against it.

Supervisor Stumbo said she was concerned that the Road Commission said the Township supported the roundabout. Supervisor Stumbo said she did not support the roundabout and knew of four homeowners in the area who did not want the roundabout.

Trustee Ross-Williams said she was against the roundabout as well. She said she went to a meeting with the Washtenaw County Road Commission and she mentioned Ms. Kaiser's petition, however the Washtenaw County Road Commission believed they had the right to create the roundabout.

Treasurer Doe requested we put this under other business and vote yes or no on the roundabout.

Christina Montague, Ann Arbor resident, stated she would like to open up a Dispensary in Ypsilanti Township for the sale of medical cannabis and to create economic development opportunities.

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 17, 2017 REGULAR MEETING MINUTES
PAGE 5**

4. CONSENT AGENDA

A. MINUTES OF THE OCTOBER 3, 2017 WORK SESSION AND REGULAR MEETING

Supervisor Stumbo requested updates to the Work Session and the Regular Meeting Minutes for October 3, 2017.

Supervisor Stumbo referred to the Regular Meeting Minutes from October 3, 2017, specifically the motion to approve the Request of Karen Wallin, Human Resources to Create and Post an Election Specialist Position (Classification #19) Within the AFSCME Bargaining Unit (TABLED AT THE JULY 18, 2017 REGULAR MEETING). She said this motion passed, but never included how the vote was taken.

Clerk Lovejoy Roe said if the motion was made and there was no roll call it was written as unanimous. She said if not, it was written that the motion passed and we do not put who voted for or against it unless there was a roll call vote.

Supervisor Stumbo asked why it was not recorded.

Clerk Lovejoy Roe said it has never been recorded that way.

Supervisor Stumbo requested that the way people voted was documented in the minutes.

Clerk Lovejoy Roe said a roll call would be necessary because it was difficult to determine who was for or against by just their voice.

Supervisor Stumbo said she could say who voted for or against it.

Trustee Jarrell Roe stated if this was how the minutes were always written we should continue to do it that way. She asked her vote get recorded as no for the Motion to approve the Request of Karen Wallin, Human Resources to Create and Post an Election Specialist Position (Classification #19) Within the AFSCME Bargaining Unit (TABLED AT THE JULY 18, 2017 REGULAR MEETING).

Trustee Ross Williams said in the future we could add the number of people who voted for or against a motion to give clarity.

It was agreed that the October 3, 2017 minutes would include who voted for or against the motion to approve the Request of Karen Wallin, Human Resources to Create and Post an Election Specialist Position (Classification #19) Within the AFSCME Bargaining Unit.

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 17, 2017 REGULAR MEETING MINUTES
PAGE 6**

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR OCTOBER 17, 2017 IN THE AMOUNT OF \$1,086,162.72**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR SEPTEMBER 2017 IN THE AMOUNT OF \$35,738.27**
- 3. CHOICE HEALTH CARE ADMIN FEE FOR AUGUST 2017 IN THE AMOUNT OF \$1,207.50**

C. SEPTEMBER 2017 TREASURER'S REPORT

Trustee Ross-Williams said it was disappointing to see that \$421.30 went to MLive and was wondering what they were being paid for.

Supervisor Stumbo said MLive was one of our publications used for advertising purposes.

Clerk Lovejoy Roe said she thought we used MLive for advertisements like employment.

Motion by Treasurer Doe, Supported by Clerk Lovejoy Roe to Approve the Consent Agenda.

Motion carried unanimously.

5. ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters said he met with Mary Miller from the DEQ and Nathan Vaught from Washtenaw County regarding 923 Ecorse Road. He said they were working together for a clean-up demolition that would occur possibly late this year. He said he requested that they engage residents through neighborhood watch so they are informed. He said although 923 Ecorse Road was owned by Michigan Land Bank Fast Track Authority, it was part of Ypsilanti Township's redevelopment plan.

Attorney Winters provided an update on the SBA contracts for the cell tower easements. He also provided an update on the firefighter negotiations reporting they were close to an agreement.

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 17, 2017 REGULAR MEETING MINUTES
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OLD BUSINESS

- 1. 2nd READING OF RESOLUTION 2017-20, PROPOSED ORDINANCE 2017-475, AN ORDINANCE TO AMEND CHAPTER 22 OF THE CODE OF ORDINANCES, ARTICLE IV REGARDING PERSONS STANDING IN ROADWAYS SOLICITING CONTRIBUTIONS ON BEHALF OF CHARITABLE OR CIVIC ORGANIZATIONS (FIRST READING HELD AT THE SEPTEMBER 19, 2017 REGULAR MEETING)**

Clerk Lovejoy Roe read Resolution 2017-20, Proposed Ordinance 2017-475, an Ordinance to Amend Chapter 22 of the Code of Ordinances, Article IV Regarding Persons Standing In Roadways Soliciting Contributions on Behalf of Charitable or Civic Organizations (First Reading Held At The September 19, 2017 Regular Meeting)

Motion by Clerk Lovejoy Roe, Supported by Trustee Eldridge To Approve 2nd Reading of Resolution 2017-20, Proposed Ordinance 2017-475, an Ordinance to Amend Chapter 22 of the Code of Ordinances, Article IV Regarding Persons Standing in Roadways Soliciting Contributions on Behalf of Charitable or Civic Organizations (First Reading Held At The September 19, 2017 Regular Meeting) (See Attached)

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

Motion carried unanimously.

NEW BUSINESS

- 1. BUDGET AMENDMENT #14**

Motion by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Budget Amendment #14 (See Attached).

Motion carried unanimously.

- 2. REQUEST TO CANCEL NOVEMBER 7, 2017 YPSILANTI TOWNSHIP BOARD MEETING DUE TO SPECIAL ELECTION**

Motion by Treasurer Doe, supported by Trustee Wilson to Approve Request to Cancel November 7, 2017 Ypsilanti Township Board Meeting Due to Special Election

Motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 17, 2017 REGULAR MEETING MINUTES
PAGE 8**

- 3. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1571 RUSSELL IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

Motion by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 1571 Russell in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023

Attorney Winters said this was a problematic property with the U.S. Bank National and other unknown entities so he sent a letter over the weekend to address them. He stated the house had been foreclosed for a few years, vacant since June, and infested with rodents. He said this house could not sit for another month let alone another year.

Motion carried unanimously.

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF ERIC COPELAND, FIRE CHIEF TO SEEK SEALED BIDS FOR REPLACEMENT OF CARPET AT FIRE HEADQUARTERS LOCATED AT 222 S. FORD BLVD.**

Motion by Clerk Lovejoy Roe, Supported by Trustee Eldridge to Approve the Request of Eric Copeland, Fire Chief to Seek Sealed Bids for Replacement of Carpet at Fire Headquarters Located at 222 S. Ford Blvd.

Motion carried unanimously.

OTHER BUSINESS

- 1. Motion by Clerk Lovejoy Roe and Supported by Treasurer Doe to Approve the Hiring of Bonner Advisory Group for a Year with the Understanding that the Contract Would be Reviewed by the Attorney and Brought Back to the Board for Approval for Ypsilanti Township Economic Development.**

Trustee Eldridge suggested a friendly amendment to include in the motion an additional \$30,000 for marketing to provide a seamless transition and to utilize the Bonner Advisory Group to select a marketing firm.

Supervisor Stumbo asked if Trustee Eldridge wanted that in the 2018 budget.

Trustee Eldridge said yes.

Clerk Lovejoy Roe and Treasurer Doe accepted the friendly amendment.

**CHARTER TOWNSHIP OF YPSILANTI
OCTOBER 17, 2017 REGULAR MEETING MINUTES
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Motion carried unanimously.

- 2. Motion by Treasurer Doe Supported by Trustee Jarrell Roe to Send a Letter to Washtenaw County Road Commission Stating that the Board is not in Favor of a Roundabout to be Located at N. Harris and Cross**

Motion carried with one no vote by Clerk Lovejoy Roe.

Motion by Treasurer Doe Supported by Trustee Ross Williams to Adjourn.

Motion carried unanimously.

Meeting Adjourned Approximately at 8:57 P.M.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2017-24

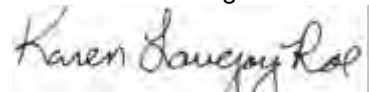
SPECIAL ASSESSMENT LEVY

WHEREAS, the Charter Township of Ypsilanti Board of Trustees, on October 17, 2017 held a public hearing on the proposed special assessment roll prepared by the Assistant Assessor, a copy of which is on file in the Clerk's Office, after advertising the same in a newspaper of record in the Township, and;

WHEREAS, on October 17, 2017 the Ypsilanti Township Board heard comments on said proposed special assessment roll prepared by the Assistant Assessor.

NOW THEREFORE, BE IT RESOLVED that the proposed special assessment roll prepared by the Assistant Assessor for the Charter Township of Ypsilanti be adopted and the amounts set forth on the special assessment roll be levied on the 2017 Winter Tax Roll.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-24 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 17, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**PUBLIC ACT 188 OF 1954 PROCEEDINGS
CHARTER TOWNSHIP OF YPSILANTI
WASHTENAW COUNTY, MICHIGAN
NOTICE OF PUBLIC HEARING
ON SPECIAL ASSESSMENT ROLL**

PLEASE TAKE NOTICE that the Supervisor and Assessing Officer of the Township has reported to the Township Board and filed in the Office of the Township Clerk for public examination a special assessment roll prepared by the Assessor covering all properties within the Special Assessment Districts benefited by the districts listed below.

PLEASE TAKE FURTHER NOTICE that the Assessing Officer has further reported that the assessment against each parcel of land within said district is such relative portion of the whole sum levied against all parcels of land in said district as the benefit to such parcels bears to the total benefit to all parcels of land in said district.

PLEASE TAKE FURTHER NOTICE that the Township Board will hold a public hearing at the Ypsilanti Township Civic Center, 7200 S. Huron River Drive, Ypsilanti, MI on **October 17, 2017**, for the purpose of reviewing said special assessment roll and hearing any objections thereto. Said roll may be examined at the office of the Township Clerk during regular business hours of regular business days until the time of said hearing and may further be examined at said hearing. Appearance and protest at the hearing held to confirm the special assessment roll is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal.

An owner, or partner in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance should not be required. (The owner or any person having an interest in the real property who protests in person or in writing at the hearing may file a written appeal of the special assessment with the Michigan Tax Tribunal within 30 days after the confirmation of the special assessment roll.

THE FOLLOWING ARE THE PROPOSED SPECIAL ASSESSMENT ROLLS TO BE LEVIED ON THE 2017 WINTER TAX ROLL

<u>SPECIAL ASSESSMENT</u>	<u>CODE</u>
Sherman Oaks Water	051

SECURITY CAMERA SPECIAL ASSESSMENTS

<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>
Sugarbrook	060	West Willow	061
Thurston Area	062	Apple Ridge Area	063
Bud- Blossom Area	064	Holmes Rd Area	066
Huron Heights/ Huron Ridge	068		

STREET LIGHT SPECIAL ASSESSMENTS

<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>
Shady Knoll 1-6	101	Nancy Park 1-3	102
Nancy Park 5-6	103	West Willow #1	104
Ypsi Twp Area	105	West Willow #2	106
Hickory Hill	107	Washtenaw Orchard	108
Washtenaw Ridge	109	Nancy Park #7	111
Rambling Road	112	Hickory Hill #1	113
Onandaga Street	114	West Willow Dist 3	115
S. Devonshire	116	Washtenaw Concourse	117
Delaware Street	118	Washtenaw CC #4	119
Ivanhoe Area	120	Oswego/Cayuga	121
Hawthorne Street	122	Hunt/Hollis	123
Turtle Creek	124	Turtle Creek 2	125
Debby Court	126	Lynne Street	127
West Willow 10&11	129	Johnson Place	130
Huron Hearthside	131	Oakland Estates	132
Washtenaw Clubview	133	Oakland Estates #3	134
Brookside Street	135	Huron Commercial	136
Crestwood Sub	137	Kansas St	138
Hayes Street	139	Ford Lake Village	140
Ford Lake Village #2	141	Streamwood 1-7	142
Deauville Parrish	146	Spruce Falls	147
Bagley Street	148	Partridge Creek #1	149
Georgetown Condos	150	Streamwood #8	151
Smokler Textile	152	Greene Farms #1 & #2	153
Golf Estates	154	Ohio St 2000	155
N. Kansas	156	Russell St	157
Dakota	158	Paint Creek Farms	159
Whispering Meadows #1	160	Amberly Grove	162
Greenfields #1	163	Partridge Creek 2&3	164
Partridge Creek North	165	Campbell St	166
Preserves	167	S Ivanhoe St	168
Clubview Sub	169	Wash Clubview	170
Taft Ave	171	Devonshire & Oregon	172
Greene Farms #3	173	Greene Farms #4	174
Raymond Meadows	175	Tyler Rd	176
Washtenaw Bus Park	177	Whittaker Village	178
Tremont Park #1	179	Tremont Park #2	180
Kirk St	181	Greene Farm 5	182
Greene Farm 6	183	Woodlawn St	184
Greenfields 2 & 3	185	Greene Farms #7	186
Whispering Meadows	187	Huron Meadows	188
Rivergrove	189	Aspen Ridge	191
Gates Ave	193	Fairway Hills	194
Washtenaw Clubview	196	Bradley Ave	197
Creekside West	198	Creekside South	199
Creekside East	201	Lakeview Area	202
Majestic Lake	203	Firwood Area	204
Bradley St	205	136- 177 Conversion	206
Lakeview #2	207	Tremont Park Sub	208
Turtle Creek #2	209		

KAREN LOVEJOY ROE, CLERK
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2017-27

Resolution Confirming Special Assessment District #68 Roll for the Huron Heights/Huron Ridge Neighborhood Security Cameras

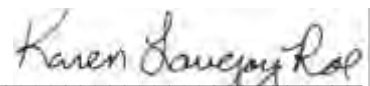
Whereas, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

Whereas, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

Now Therefore, be it resolved, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$2,183.34 per parcel is hereby confirmed and shall be added to and also known as Huron Heights/Huron Ridge Neighborhood Cameras Special Assessment District Roll #68.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-27 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 17, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2017-28

Resolution Confirming Special Assessment District #208 Roll for Tremont Subdivision Street Lights

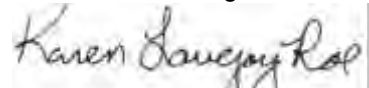
Whereas, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

Whereas, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

Now Therefore, be it resolved, that

1. The special assessment roll as prepared by the assessor in the amount of \$52.26 per parcel for a 10 year period and thereafter the estimated cost of \$24.60 per parcel is hereby confirmed and shall be added to and also known as Tremont Subdivision Special Assessment District Roll #208.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-28 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 17, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2017-29

Resolution Confirming Special Assessment District #207 Roll for Lakeview Street Lights

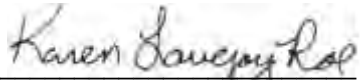
Whereas, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

Whereas, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

Now Therefore, be it resolved, that

1. The special assessment roll as prepared by the assessor in the amount of \$3.20 per parcel for a 10 year period and thereafter the estimated cost of \$1.93 per parcel is hereby confirmed and shall be added to and also known as Lakeview Special Assessment District Roll #207.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-29 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 17, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION 2017-30

Resolution Confirming Special Assessment District #209 Roll for the Turtle Creek #2 Street Lights

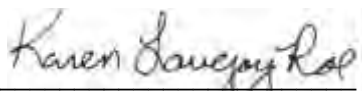
Whereas, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

Whereas, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

Now Therefore, be it resolved, that

1. The special assessment roll as prepared by the assessor in the amount of \$2.41 per parcel for a 10 year period and thereafter the estimated cost of \$1.22 per parcel is hereby confirmed and shall be added to and also known as Turtle Creek #2 Special Assessment District Roll #209.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-30 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 17, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION NO. 2017-25

CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #211 CREEKSIDE VILLAGE SOUTH #2

WHEREAS, on or about May 11, 2017, the Township Clerk received a request from the Creekside Village South Homeowners Association, asking the Township Board to install a camera at the intersection of Tuttlehill and Meadow Lane and a second camera at the intersection of Tuttlehill and Natatie Dr., both of which would require streetlight installation, as well, for the creation of special assessment district #211 for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

WHEREAS, the Township Clerk requested of Detroit Edison, proposed plans describing the street lighting improvement and the location of said improvements with an estimate of said costs; and

WHEREAS, on July 13, 2017 Lance Alley of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for the Creekside Village South Subdivision, Ypsilanti Township, consisting of 93 parcels, which said plans included, *inter alia*, the installation of two (2) **“overhead fed 135 watt Autobahn LED fixtures with gray housings mounted on a 17’6” steel arms attached to two new wood poles”** with the cost of said improvements being approximately:

Total Estimate Construction Cost:	\$7,591.93
Total Lamp Charge For Three (3) Years:	\$1,001.10
Contribution (Cost minus 3 years revenue):	\$6,590.83
Total Annual Lamp Charges:	\$ 333.70

WHEREAS, on August 8, 2017 the Township Clerk received notification from the Township Assessor that the cost of providing street lights for the Creekside Village South Subdivision, Ypsilanti Township, consisting of 93 parcels, which said plans included, *inter alia*, the installation two (2) **“overhead fed 135 watt Autobahn LED fixtures with gray housings mounted on a 17’6” steel arms attached to two (2) new wood poles”** will be **\$3.59** per parcel for a 3-year period (construction costs of \$6,590.83 will not be included in the special assessment district, with those costs being paid for by Ypsilanti Township); thereafter, said costs shall be estimated at **\$3.59** per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

WHEREAS, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the October 17, 2017 public hearing, setting forth the district affected in said petition, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

WHEREAS, the Township Clerk has also published in a newspaper of general circulation the time, place and purpose of said public hearing and the district affected thereto; and

WHEREAS, on October 17, 2017, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against creating said special assessment district.

NOW THEREFORE, BE IT RESOLVED, that special assessment district #211 be created for the purpose of providing two (2) streetlights for Creekside Village South Subdivision, consisting of 93 parcels.

BE IT FURTHER RESOLVED, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for Creekside Village South, consisting of 93 parcels, which said plans included, *inter alia*, the installation of two (2) **“overhead fed 135 watt Autobahn LED fixtures with gray housings mounted on a 17’6” steel arms attached to two (2) new wood poles”** (construction costs of \$6,590.83 for the installation will not be included in the special assessment district and will be paid by Ypsilanti Township) will be **\$3.59** per parcel for a 3-year period; thereafter, said costs shall be estimated at **\$3.59** per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

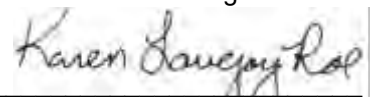
BE IT FURTHER RESOLVED, that the Township Supervisor shall make a special assessment upon all the lands and premises contained herein to defray the expenses of lighting said streets.

BE IT FURTHER RESOLVED, that when the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.

BE IT FURTHER RESOLVED, that the Township Board shall give notice of said hearing and filing of the assessment roll in the manner prescribed by statute.

BE IT FURTHER RESOLVED, that the Township Board shall hereinafter annually determine on or before October 30 of each year, the amount to be assessed in said district for lighting said streets and shall direct the Township Assessor to levy such amounts therein.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-25 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 17, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2017-26

CREATION OF NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT DISTRICT #69 CREEKSIDE VILLAGE SOUTH

WHEREAS, the Township Board of the Charter Township of Ypsilanti proposes to install two (2) security cameras, one at the intersection of Tuttlehill Rd. and Meadow Lane and the second at the intersection Tuttlehill and Natalie Dr., both intersections which are entrances to Creekside Village South; and

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

WHEREAS, the Township Board proposes the creation of a special assessment district consisting of 93 parcels known as the Creekside Village South Subdivision which will be benefited to defray the operation and maintenance cost of the security cameras; and

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

WHEREAS, Conti Corporation, a video security company, licensed by the State of Michigan, prepared and submitted proposed plans to install, operate and maintain security cameras in public areas located within the boundaries of Creekside Village South, which consists of 93 parcels with the following estimated costs:

- Costs for purchase and installation of 2 security cameras (paid for by Ypsilanti Township): \$10,000.00
- Total Annual Residents' Cost for maintenance and operation of security cameras: (First three years) \$13,029.20
- Annual cost per parcel \$ 46.70
- Monthly cost per parcel \$ 3.89

WHEREAS, the plans, estimates of cost and proposed special assessment district were filed with the Township Clerk for public examination and notice of the public hearing upon the same was published and mailed in accordance with the law and statute provided as shown by affidavits pertaining thereto on file with the Township Clerk; and

WHEREAS, in accordance with the aforesaid notices, a hearing was held on the 17th day of October, 2017 commencing at approximately 7:30pm and all persons given the opportunity to be heard in the matter; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. That this Township Board does hereby approve the plans for public security cameras as prepared and presented by the Township's licensed security system contractor and its annual estimate of costs for the operation and maintenance thereof.
2. That this Township Board creates a special assessment district located within the boundaries of Creekside Village South with the district to be known as Neighborhood Camera Special Assessment District No. 69 Creekside Village South #2 within which the costs of the operation and maintenance of the security cameras shall be assessed according to benefits.
3. That on the basis of the foregoing, this Township Board does hereby direct the Supervisor and Assessing Officer to make a special assessment roll in which shall be entered and described all the parcels of land to be assessed with the names of the respective owners thereof if known, and a total

amount to be assessed against each parcel of land which amount shall be the relative portion of the whole sum to be levied against the parcels of land in the special assessment district as the benefit to the parcel of land bears to the total benefit to all the parcels of land in the special assessment district. When the same has been completed, the Supervisor or Assessing Officer shall affix thereto her certificate stating that it was made pursuant to this resolution and that in making such assessment roll, she has, according to her best judgment, conformed in all respects to the directions contained in this resolution and the applicable state statutes.

4. When the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.
5. If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years, on or before October 30, to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing in such a manner as prescribed by law.
6. That all resolutions and parts of resolutions insofar as they conflict with the provisions of the within resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-26 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 17, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2017-20

**ROADSIDE SOLICITATION OF PERSONS IN MOTOR VEHICLES BY
CHARITABLE AND CIVIC ORGANIZATIONS**

(In Reference to Ordinance 2017-475)

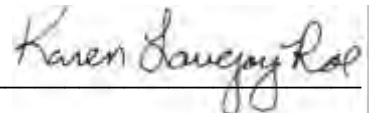
WHEREAS, the Michigan Legislature enacted (PA 112 of 2017) which governs local government authority to regulate roadside solicitations by charitable and civic organizations, and

WHEREAS, the PA 112 of 2017 requires local governments with ordinances regulating roadside solicitations amend their roadside solicitation ordinances so that they are consistent with the provisions of PA 112 of 2017, and

WHEREAS, the amendments set forth in Ordinance 2017 – 475 bring Township Ordinance 42-154 into compliance with State law by allowing charitable and civic organizations to solicit roadside contributions from persons inside motor vehicles during daylight hours, and

BE IT RESOLVED THAT Ordinance No. 2017-475 is hereby adopted by reference.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-20 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 17, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO. 2017- 475

An Ordinance to Amend Chapter 22 of the Charter Township of Ypsilanti Code of Ordinances, Article IV Regarding Persons Standing in Roadways Soliciting Contributions on Behalf of Charitable or Civic Organizations

The Charter Township of Ypsilanti hereby ordains that the Charter Township of Ypsilanti Code of Ordinances is amended as follows:

Delete: In its entirety Chapter 22, Article IV Section 154.

Add: The following new provisions to Chapter 22, Article IV, Section 154.

9. Solicitation of persons inside motor vehicles. No peddler or solicitor shall solicit the immediate payment of money from a person who is inside a motor vehicle.

Exception: The prohibition against solicitations set forth in subsection 154 shall not apply to persons who solicit contributions on behalf of charitable or civic organizations during daylight hours if all of the following requirements are satisfied:

(a) Charitable or civic organization is a nonprofit organization that is qualified under Section 501(C)(3) or 501(C)(4) of the Internal Revue Code, 26 USC 501, or a Veterans' organization that has tax-exempt status under the Internal Revenue Code.

(b) The charitable or civic organization maintains at least \$500,000 in liability insurance.

(c) The person is 18 years of age or older.

(d) The person is wearing high-visibility safety apparel that meets current American standards promulgated by the International Safety Equipment Association.

(e) The portion of the roadway upon which the solicitation occurs is not a work zone and is within an intersection where traffic control devices are present.

Severability

Should any provision or part of the within Ordinance be declared by any court of competent jurisdiction to be invalid or enforceable, the same shall not affect the validity or enforceability of the balance of this Ordinance which shall remain in full force and effect.

Publication

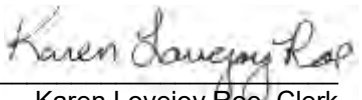
This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective Date and Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall take effect after publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2017-475 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on October 17, 2017 after first being introduced at a Regular Meeting held on September 19, 2017. The motion to approve was made by member Roe and seconded by Doe YES: Stumbo, Roe, Doe, Eldridge, Ross Williams, Wilson, Jarrell Roe ABSENT: None NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #14**

October 17, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$16,591.00

Budget for the construction cost of 2 streetlights to be installed at the intersection of Tuttlehill and Meadow Lane and the intersection of Tuttlehill and Natalie Drive in Creekside Village South to be paid by the Township. The operations of the streetlights will be compensated through the special assessment district. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$6,591.00
		Net Revenues	<u><u>\$6,591.00</u></u>
Expenditures:	Street Light - Construction/Conversion	101-956-000-926.050	\$6,591.00
		Net Expenditures	<u><u>\$6,591.00</u></u>

Budget for 2 cameras and the installation of those cameras on streetlights located at the intersection of Tuttlehill and Meadow Land and at the intersection of Tuttlehill and Natalie Drive in Creekside Village South. The cost of the cameras and installation will be paid by the Township. The maintenance and operation of the cameras will be compensated through the special assessment district. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$10,000.00
		Net Revenues	<u><u>\$10,000.00</u></u>
Expenditures:	Capital -Neighborhood Camera	101-970-000-972.000	\$10,000.00
		Net Expenditures	<u><u>\$10,000.00</u></u>

Motion to Amend the 2017 Budget (#14):

Move to increase the General Fund budget by \$16,591 to \$11,028,950 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 9, 2017 SPECIAL WORK SESSION

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

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

Legal Counsel: Wm. Douglas Winters

2018 PRELIMINARY BUDGET---SUPERVISOR STUMBO AND JAVONNA NEEL

Javonna Neel, Accounting Director, made a presentation on the funds below with a variety of handouts and through a power point presentation (see attached).

1. 2018 Fiscal Year Budget

a) FUND 101 – General Fund

i. Fund 280 – State Grants (propose combining w/General Fund)

Ms. Neel stated the largest revenue fund is the General Fund. She said it includes income from rentals and taxes. Ms. Neel stated there was a decrease in the revenue from our cell tower and it was due to the new easement agreement. Ms. Neel said the General Fund has about 27 different departments and each department has its' own function. She explained the function of each department. Ms. Neel stated the Seaver Farm debt payment would be 537,000.00, which is budgeted, but if the payment from the cell tower is received, it would be used for the Seaver Farm and we would not use the budgeted amount. Ms. Neel said she never brought the board Grant Fund 280 because it has not been used since 2008. She said instead of using the fund to hold grant money, which is what the fund was intended to do, she said she now deposits the money directly into the fund that requested the grant. She said she would bring this to the board in December as a budget amendment asking to close this fund and put the balance of \$18,000.00 into the General Fund. Ms. Neel and Supervisor Stumbo explained revenues and expenditures within the General Fund.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 9, 2017 SPECIAL WORK SESSION
PAGE 2**

b) FUND 206 - Fire Department

Javonna Neel explained Fund 206 expenditures and revenues for the Fire Department. She said this funds biggest expenditures are for wages and pensions. Ms. Neel stated the Firefighter's contract is in negotiation and if changes are made, it will be included when the contract was finalized. Trustee Ross-Williams asked if a millage would be needed to increase the balance for future expenditures. Chief Copeland stated he would come to the Board in December with an outline of what money is needed for maintenance and funding. Ms. Neel stated the various issues with the fire department and what work was planned. Chief Copeland stated they have collaborated with other fire departments throughout the community and it has initiated grants that has helped purchase equipment.

c) FUND 226 - Environmental Services

Javonna Neel stated this fund has a millage and includes all our waste and recycling costs. She said the largest expenditure in this fund was our contractual agreements with waste management. Jeff Allen, Residential Services Director stated that our contract with Waste Management expires in 2020. He said that each year the services in the current contract increase 2.25%.

d) FUND 252 – Hydro Station

Trustee Ross-Williams stated she had heard the City of Ypsilanti was going to remove their dam and asked Mike Saranen, Hydro Operator, if that would affect the water flow through our dam. Mr. Saranen stated it would not affect our water flow. Javonna Neel stated the revenue in the Hydro Dam Fund comes from the sale of electricity to DTE. Ms. Neel said that most of the expenditures were for repairs for the generators. Clerk Lovejoy-Roe explained that there was an agreement between the Township and the City of Ypsilanti that because the Township acquired Ford Lake Park (JYRO) from the City of Ypsilanti, the Township would have to pay the City of Ypsilanti 10% of the gross revenues over expenditures from the Hydro Dam. Attorney Winters stated the federal government required utility companies to purchase renewable energy. Attorney Winters said the Township was

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 9, 2017 SPECIAL WORK SESSION
PAGE 3

required by DTE to set aside a nickel per kilowatt generated. He said it had been 25 years and the total in the Fund was \$800,000.00. Attorney Winters said he had been trying to get DTE to release at least 10% per year of these funds to the Township.

e) FUND 590 – Compost

Javonna Neel stated the Compost Fund was an enterprise fund since it was a money making endeavor. Jeff Allen stated they need another employee to help since they receive a lot of product to process. He said with additional contracts from other municipalities there was a need for another equipment operator. Mr. Allen stated with AFSCME negotiations coming up they would be trying to add an additional Employee as an Equipment Operator. Carl Rowsey said they have material coming from landscapers, Ypsilanti City, and Van Buren Township. He said it was hard to use seasonal help because he needs someone who can operate the equipment. Mr. Rowsey said this was his busiest time of year but there was enough work for another employee year round. He said with bigger contracts there was additional work and it keeps growing every year. He stated the Compost Site has come along way in the 14 years since he began working with the Township. Mr. Rowsey stated it was truly an enterprise fund and with an additional employee to help process the material it would continue to profit the Township. Supervisor Stumbo stated it would be brought back because there was a request in the budget for an additional position for an equipment operator. Mr. Rowsey said it was important to get the person hired soon so he can train them properly.

f) FUND 595 – Motorpool/Repairs

Javonna Neel stated the Motorpool fund was where all the vehicles were purchased. She said each department reimburses the Motorpool fund for their vehicles. She said the revenue comes from the departments who use vehicles and each department pays for fuel and lease payments. She said when the vehicles are paid off the department would pay a portion for maintenance on the vehicle. Ms. Neel stated the wages and fringe benefits of clerical staff who maintain motorpool and repair records are included in this budget.

**CHARTER TOWNSHIP OF YPSILANTI
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g) FUND 893 – NUISANCE ABATEMENT

Javonna Neel stated this fund includes costs for tickets for blight, grass cutting, etc. Ms. Neel said this is strictly a reimbursement fund as it does not make money.

The Work Session Adjourned at 6:25 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk



7200 S HURON RIVER DR YPSILANTI, MI 48197

MONDAY - FRIDAY 8:30AM-4:30PM - CLOSED 12PM-1PM DAILY

**2018 BUDGET REQUEST –
LINE BY LINE BUDGETS WITH
NARRATIVES ARE AVAILABLE
ON OUR WEBSITE -
YTOWN.ORG**

<https://ytown.org/supervisor-s-office/budget-information>

GENERAL FUND 2018 REQUESTED BUDGET REVENUE BY CLASSIFICATION

Fund 101 - GENERAL FUND – REVENUES	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET AT 10/31/17	2018 REQUESTED BUDGET	2018 % of Revenue
STATE REVENUE SHARING	4,539,739	4,699,770	4,699,770	4,832,932	57.01%
PROPERTY TAXES	1,804,701	1,814,053	1,814,053	1,901,713	22.43%
RENTALS/LEASES/FRANCHISES	1,119,402	1,138,665	1,138,665	1,053,900	12.43%
CHARGE FOR SERVICES-ADMIN	226,949	232,353	232,353	247,595	2.92%
SPECIAL ASSESSMENTS	34,512	46,500	46,500	48,000	0.57%
BUSINESS LICENSES & PERMITS	9,561	7,950	7,950	7,750	0.09%
NON-BUSINESS LICENSES & PERMIT	10,572	7,000	7,000	7,000	0.08%
14B COURT REVENUE	467,000				0.00%
CHARGES FOR SERVICES	50,598	17,900	17,900	17,900	0.21%
CHARGES FOR SERVICES RENDERED	26,503	9,000	9,000	13,000	0.15%
CHARGES FOR SERVICES-SALES	1,090				0.00%
FINES AND FORFEITS	9,750	2,500	2,500	2,500	0.03%
INTEREST INCOME	17,543	17,000	17,000	18,500	0.22%
OTHER REVENUES	942,956	114,250	494,174	77,050	0.91%
CONTRIBUTION FROM OTHER FUNDS	16,524	181,865	536,878	250,000	2.95%
APPROPRIATED PRIOR YEAR FUND BALANCE *see Fund Balance page 9			2,005,207*		0.00%
TOTAL ESTIMATED REVENUES	9,277,400	8,288,806	11,028,950	8,477,840	

**GENERAL FUND APPROPRIATIONS BY DEPARTMENT IN ORDER BY % OF
2018 BUDGET REQUESTED TOTAL APPROPRIATION OF \$8,417,747**

DEPARTMENT	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET AT 10/31/17	2018 REQUESTED BUDGET	2018 % OF APPROP
DEPT 950.000-COMMUNITY STABILIZATION	1,123,145	1,165,000	1,195,000	1,136,000	13.50%
DEPT 999.000-OTHER FINANCING USES	826,000	843,455	1,110,516	870,000	10.34%
DEPT 956.000-OTHER FUNCTIONS	1,109,522	964,532	1,031,744	859,791	10.21%
DEPT 774.000-RESIDENT SVCS: PARKS & GROUNDS	578,075	581,319	707,135	640,695	7.61%
DEPT 215.000-TOWNSHIP CLERK	620,035	465,358	580,284	587,997	6.99%
DEPT 266.000-COMPUTER SUPPORT	528,024	535,537	552,318	552,277	6.56%
DEPT 265.000-RESIDENT SVCS: BLDG OPERATIONS	438,544	474,099	538,379	534,050	6.34%
DEPT 209.000-ASSESSING DEPARTMENT	403,607	433,806	433,806	435,418	5.17%
DEPT 446.000-HIGHWAYS AND STREETS	398,918	332,613	501,912	385,922	4.58%

GENERAL FUND APPROPRIATIONS BY DEPARTMENT IN ORDER BY % OF 2018 BUDGET REQUESTED TOTAL APPROPRIATION OF \$8,417,747 - CONTINUED

DEPARTMENT	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET AT 10/31/17	2018 REQUESTED BUDGET	2018 % OF APPROP
DEPT 253.000-TREASURER	337,864	374,377	379,464	385,800	4.58%
DEPT 201.000-ACCOUNTING	284,995	295,779	298,804	301,480	3.58%
DEPT 137.000-COURT DUE PROCESS	281,651	240,000	283,900	300,000	3.56%
DEPT 171.000-TOWNSHIP SUPERVISOR	260,577	269,089	269,089	271,242	3.22%
DEPT 210.000-LEGAL SERVICES	186,022	207,310	207,310	207,310	2.46%
DEPT 371.000-COMMUNITY DEVELOPMENT	167,970	201,192	201,637	199,576	2.37%
DEPT 227.000-HUMAN RESOURCES	184,506	207,848	209,433	191,750	2.28%
DEPT 267.000-GENERAL SERVICES	146,946	145,100	145,100	185,100	2.20%
DEPT 101.000-TOWNSHIP BOARD	135,192	144,194	144,194	146,668	1.74%

GENERAL FUND APPROPRIATIONS BY DEPARTMENT IN ORDER BY % OF 2018 BUDGET REQUESTED TOTAL APPROPRIATION OF \$8,417,747 - CONTINUED

DEPARTMENT	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET AT 10/31/17	2018 REQUESTED BUDGET	2018 % OF APPROP
DEPT 970.000-CAPITAL OUTLAY	211,091		1,829,489	79,500	0.94%
DEPT 762.000-RESIDENT SVCS: ADMINISTRATION	62,266	69,088	70,326	69,948	0.83%
DEPT 202.000-INDEPENDENT AUDITING	28,500	31,000	31,000	32,000	0.38%
DEPT 780.000-RSD- STORMWATER MGMT DEPT	8,304	25,000	25,000	25,000	0.30%
DEPT 851.000-FRINGES AND INSURANCE	6,243	7,750	7,750	7,950	0.09%
DEPT 400.000-PLANNING COMMISSION	3,126	4,716	4,716	6,873	0.08%
DEPT 410.000-ZONING BOARD OF APPEALS	1,160	1,894	1,894	3,345	0.04%
DEPT 247.000-BOARD OF REVIEW	1,572	2,055	2,055	2,055	0.02%
TOTAL APPROPRIATIONS	8,333,855	8,022,111	10,762,255	8,417,747	

General Fund Appropriations by Classification in Order by % of 2018 Budget Requested Total Appropriations of \$8,417,747

GENERAL CLASSIFICATION	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET AT 10/31/17	2018 REQUESTED BUDGET	2018 % OF APPROP
PERSONNEL SERVICES	Salary & Wages	2,241,909	2,123,850	2,152,860	2,291,421	27.22%
FRINGE BENEFITS	FICA, Health, MERS, Life, OPEB	1,484,929	1,608,162	1,580,415	1,547,536	18.38%
COMMUNITY STABILIZATION & PROMOTION	Blighted Properties, Land Use, Habitat	1,077,101	1,130,000	1,145,000	1,065,000	12.65%
DEBT OBLIGATION	2018 Transfer Out For Debt Fund for Series B Bond & Road Bond	826,000	843,455	843,455	870,000	10.34%
LEGAL EXPENSE	Prosecution, Domestic Violence, & Township Legal Services	467,673	447,310	491,210	507,310	6.03%
PROFESSIONAL & CONTRACTUAL	Right of Way, Mowing, Audit, Consultants	304,861	358,150	519,650	427,876	5.08%
HIGHWAY/STREET/DRAINS	Lift Stations, Drain Costs, Road Projects & Calming Devices	398,918	332,613	501,912	385,922	4.58%
CAPITAL OUTLAY	Network Expansion, New Hardware & Software, Building Improvements & Replace Office Furniture	391,640	139,000	2,143,606	257,550	3.06%

General Fund Appropriations **by Classification** in Order by % of 2018 Budget Requested Total Appropriations of \$ 8,417,747 - Continued

GENERAL CLASSIFICATION	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET AT 10/31/17	2018 REQUESTED BUDGET	2018 % OF APPROP
STREET LIGHTS/CAMERA/TREE	Streetlights & Cameras Purchased by TWP & Tree Removal	340,415	176,659	238,871	175,500	2.08%
REPAIRS & MAINTENANCE	Software Support & Maintenance, General Maintenance Supplies	145,909	173,589	167,589	168,839	2.01%
INSURANCE & BONDS	Liability Insurance & Worker's Compensation Insurance	125,028	130,493	130,493	130,308	1.55%
UTILITIES	Utilities	91,149	88,000	94,000	104,000	1.24%
OFFICE SUPPLIES	Postage & Supplies	100,137	92,350	95,050	93,950	1.12%
COMMUNICATIONS	Telephone & Internet Access	72,373	85,840	85,840	81,730	0.97%
LEASE RENTAL	Motor Pool	72,593	70,850	70,850	70,850	0.84%
OTHER EXPENDITURES	Misc., Bank Charges, Settlement Claim Deductible, Water Hardship	31,330	59,450	60,438	58,150	0.69%
DUES/MEMBERSHIPS	Various Dues & Memberships	20,871	30,870	30,635	31,735	0.38%

General Fund Appropriations by Classification in Order by % of 2018 Budget Requested Total Appropriations of \$ 8,417,747 - Continued

GENERAL CLASSIFICATION	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET AT 10/31/17	2018 REQUESTED BUDGET	2018 % OF APPROP
TRANSPORTATION	Travel, Gas & Oil	25,945	31,270	30,670	31,170	0.37%
RENTAL	Equip Rental - Copiers	28,999	26,200	28,400	28,400	0.34%
EDUCATION AND TRAINING	HR-- Education & Training	22,504	25,000	25,000	25,000	0.30%
PRINTING & PUBLISHING	Publishing Notices - Newspapers	15,536	15,000	15,000	15,000	0.18%
SUPPLIES	Planning Subscriptions	25,080	200	10,450	14,700	0.17%
OPERATING SUPPLIES	Code Books, Misc. Operating Supplies	10,550	11,300	11,300	14,300	0.17%
GENERAL EXPENSES	Tax Appeals	2,578	12,500	12,500	12,500	0.15%
OTHER SERVICES AND CHARGES	Boots, Rug & Rag cleaning	9,827	10,000	10,000	9,000	0.11%
TRANSFERS OUT	See Debt Obligations			267,061		0.00%
TOTAL APPROPRIATIONS		8,333,855	8,022,111	10,762,255	8,417,747	

2018 GENERAL FUND BUDGETED FUND BALANCE

GENERAL FUND 101	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 10/31/17	2018 REQUESTED BUDGET
NET OF REVENUES - EXPENDITURES	943,550	266,695	266,695	60,093
EXTRA ORDINARY – NEXUS REVENUES RECEIVED – NOT BUDGETED			1,145,496	
BEGINNING FUND BALANCE	4,108,725	5,052,275	5,052,275	4,459,259
*LESS APPROPRIATED FROM PRIOR YEAR FUND BALANCE			(2,005,207)	
ENDING FUND BALANCE	5,052,275	5,318,970	4,459,259	4,519,352
FUND BALANCE % OF REVENUE	54.46%	64.17%	40.43%	53.31%

2018 GENERAL FUND EXPENDITURE BUDGET OVERVIEW

- Budgeted Capital outlay decreased from \$2,143,606 in 2017 to \$257,550 for 2018
- Current 2018 budget of \$257,550 include:
 - Capital Outlay – \$29,500 for capital improvements has been budgeted
 - Capital Outlay of \$50,000 has been budgeted to replace office furniture
 - Equipment – \$40,000 has been budgeted for a cellular repeater for wireless signal into the Civic Center.
 - Computer Support
 - \$15,000 budgeted for Network infrastructure expansion
 - \$71,750 budgeted for hardware for • Network Improvements Workstation Replacements/Upgrades
 - \$51,300 budgeted for software for • Network Management Software Upgrades • Email License Increases • Change Management and Helpdesk • Storage Replication Software Password Management

Any other capital project or equipment purchases will be brought before the Board for discussion and approval. A budget amendment will be requested at that time.

2018 GENERAL FUND

DEBT OBLIGATION EXPENDITURE BUDGET OVERVIEW

- ❖ Debt obligation on Seaver Farms Bond required a transfer of \$537,000 principal & interest from General Fund to Debt Obligation Fund. We plan to pay off debt when we receive funds from cell towers.
- ❖ NOTE for Bond: Current outstanding principal is \$720,000 plus interest at approximately \$20,600. Will bring budget amendment back to Board with closing numbers.
- ❖ Debt obligation for 50% of the Road Bond required a transfer of \$333,000 principal and interest to BSR II Fund.

**CURRENT YEAR
2017 BUDGET AMENDMENTS
TO GENERAL FUND PRIOR
YEAR FUND BALANCE
THROUGH
OCTOBER 31, 2017
\$2,005,207**

2017 BUDGET AMENDMENTS TO PRIOR YEAR FUND BALANCE THROUGH 10/31/17 \$2,005,207

- ❖ Board Room Sound System \$20,908
- ❖ Teamster Classification of an Assistant I.T. Manager – Increase Wages \$16,781
- ❖ Full Time Floating Custodian – Wages and Fringes \$43,372
- ❖ Additional Budget for Calming Devices \$16,999
- ❖ 2 New Toro Mowers and Repairs for 2006 Batwing Mower - Parks \$125,816
- ❖ Security Cameras for SAD's \$40,000
- ❖ Transfer to Golf Course for Cart Pathways \$267,061
- ❖ Washtenaw Avenue Sidewalk Project for Easements \$20,000
- ❖ WCRC Road Improvements \$132,300
- ❖ Furniture and Fixtures at Civic Center \$25,000

2017 BUDGET AMENDMENTS TO PRIOR YEAR FUND BALANCE THROUGH 10/31/17 - CONTINUED

- ❖ Finish Veteran's Drive Project \$49,500
- ❖ Election Equipment \$34,590
- ❖ Tyler Dam Project – Stantec's Engineering Services \$51,944
- ❖ Tyler Dam Change Order \$124,663
- ❖ Tyler Dam Project \$883,369
- ❖ Purchase of Trailer for Election Equipment \$4,738
- ❖ Legal Fees for Prosecution and Domestic Violence \$43,900
- ❖ Appropriation of Aged Inventory Property \$30,000
- ❖ Converted 206 Streetlights to LED and Installed a New Streetlight \$51,440
- ❖ Streetlights for Special Assessment District - \$11,446
- ❖ PTO payouts and Health Insurance Changes \$11,380

GENERAL FUND – ACTUAL FUND BALANCE 2011 TO 2016

	2011	2012	2013	2014	2015	2016
Beginning Fund Balance	7,309,076	6,999,093	7,104,906	6,493,720	4,224,479	4,108,725
Ending Fund Balance	6,999,093	7,104,906	6,493,720	4,224,479	4,108,725	5,052,275

STATE GRANT FUND 280

- This fund was established for grants in 1997.
- Since 2008, this fund has not been used.
- All grants are currently tracked in the Fund requesting the grant.
- This fund has been added to the General Fund in our annual Financial Statements because the funds are General Fund monies.
- Seeking permission by budget amendment to be brought to the Board before year end to close and move into the General Fund.
- The balance in the State Grant Fund is \$18,503.28, plus interest earned.

2018 FIRE FUND BUDGET PRESENTATION

2018 FIRE FUND REVENUE BUDGET BY CLASSIFICATION SUMMARY

Fund 206 – REVENUES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 10/31/17	2018 REQUESTED BUDGET	2018 % OF REVENUE
PROPERTY TAXES	Taxable Millage 3.0962	3,524,434	3,580,664	3,580,664	3,698,447	71.52%
PROPERTY TAXES - PENSION	Pension Millage 1.2	1,127,012	1,374,774	1,374,774	1,430,172	27.66%
OTHER REVENUES		17,022	2,000	2,000	2,000	0.04%
CHARGES FOR SERVICES		3,295	1,700	1,700	1,700	0.03%
LICENSES & PERMIT			750	750	750	0.01%
INTEREST INCOME		2,319	200	200	200	0.00%
APPROPRIATED PRIOR YEAR FUND BALANCE	* See Fund Balance page 20		110,656	137,931	37,643	0.73%
TOTAL REVENUES		4,674,082	5,070,744	5,098,019	5,170,912	

2018 Fire Fund Budget

Expenditure Budget by Classification Summary

EXPENDITURES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 10/31/17	2018 REQUESTED BUDGET	2018 % OF EXPENSES
PERSONNEL SERVICES	Wages, Chief, Fire Marshal, Clerical, 19FF, 6 Officers	2,203,685	2,247,715	2,225,715	2,153,582	41.65%
FRINGE BENEFITS - PENSION	Retiree Pension & Retiree Health Care	1,376,166	1,393,100	1,393,100	1,412,536	27.32%
FRINGE BENEFITS	FICA, Health, MERS, Life	628,210	740,187	740,187	778,302	15.05%
CAPITAL OUTLAY	New Roof & Building Improvements, New SUV, Fire Equipment	39,938	65,000	82,177	169,752	3.28%
PROFESSIONAL & CONTRACTUAL	Admin Fees, Legal and Professional Services	193,142	121,201	121,201	117,951	2.28%
INSURANCE & BONDS	Liability Insurance & Worker's Compensation Insurance	115,640	110,821	110,821	116,069	2.24%
FIRE TRANSPORTATION	Maintenance of Trucks	103,359	70,000	92,000	90,000	1.74%
COMMUNICATIONS	Portable Radios & Dispatch	75,223	78,000	78,800	82,000	1.59%
UTILITIES	Utilities	57,053	63,000	62,200	63,000	1.22%
LEASE RENTAL	Motor Pool for Fire Truck		59,520	59,520	59,520	1.15%
TRANSPORTATION	Gas & Oil	21,493	25,000	25,000	25,000	0.48%

2018 Fire Fund Budget

Expenditure Budget by Classification Summary

EXPENDITURES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 10/31/17	2018 REQUESTED BUDGET	2018 % OF EXPENSES
OPERATING SUPPLIES	Maintenance & Cleaning Supplies	21,036	24,500	24,500	24,500	0.47%
OTHER SERVICES AND CHARGES	New Uniforms & Uniform Cleaning	17,893	20,000	30,098	20,000	0.39%
REPAIRS & MAINT-FIRE BLDG	Building Maintenance	17,304	17,000	17,000	17,000	0.33%
REPAIRS & MAINTENANCE	Equipment & Maintenance Sirens	18,507	8,000	8,000	13,000	0.25%
EDUCATION AND TRAINING	Education Training	10,595	12,000	12,000	12,000	0.23%
DUES/MEMBERSHIPS	Dues & Membership	2,099	4,500	4,500	4,500	0.09%
OTHER EXPENDITURES	Fire Hydrant Charge & Miscellaneous	62,247	3,700	3,700	3,700	0.07%
FIRE DEPT SUPPLIES	Fire Prevention Materials	1,100	3,500	3,500	3,500	0.07%
OFFICE SUPPLIES	Office Supplies	516	1,500	1,500	2,500	0.05%
PRINTING & PUBLISHING	Printing Publications	87	2,500	2,500	2,500	0.05%
TOTAL APPROPRIATIONS		4,965,293	5,070,744	5,098,019	5,170,912	

2018 FIRE FUND BUDGETED FUND BALANCE

Fund 206	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 10/31/17	2018 REQUESTED BUDGET
NET OF REVENUES - EXPENDITURES	(291,211)			
BEGINNING FUND BALANCE	852,502	561,291	561,291	423,360
*LESS BUDGETED AMOUNT APPROPRIATED FROM PRIOR YEAR FUND BALANCE		(110,656)	(137,931)	(37,643)
ENDING FUND BALANCE	561,291	450,635	423,360	385,717
FUND BALANCE % OF REVENUE	12.00%	8.89%	8.30%	7.46%

2018 FIRE FUND EXPENDITURE BUDGET OVERVIEW

❖ Capital Outlay

- Capital outlay increased from \$82,177 to \$169,752
- 2018 budget requests include:
 - \$40,000 for new roof at Hewitt Road & replace tile in the HQ dormitory bathrooms
 - \$69,752 for beginning concrete work on HQ parking lot
 - \$35,000 for new SUV vehicle
 - \$10,000 for new firefighter protective gear
 - \$ 5,000 for rescue equipment
 - \$10,000 for upgrade to Firehouse Incident reporting software

- ❖ Annual payment to the Motor Pool of \$59,520 for the new fire truck, paid over a 10 year period (truck purchased through the Motor Pool in 2016 for \$590,520)

**2017 BUDGET AMENDMENTS TO
FIRE FUND PRIOR YEAR FUND
BALANCE THROUGH
OCTOBER 31, 2017
\$137,931**

2017 FIRE FUND BUDGET AMENDMENTS TO
PRIOR YEAR FUND BALANCE THROUGH
10/31/17 - \$137,931

❖ \$10,098 for Uniforms

❖ \$7,827 for Matching 10% Grant for Safety
Equipment

❖ \$9,350 for OHM Engineering for Parking Lot

❖ \$110,656 Used From Appropriation of Prior Year
Fund Balance to Budget 2017

ENVIRONMENTAL SERVICES
FUND 226
2018 REQUESTED BUDGET
PRESENTATION

CLASSIFICATION SUMMARY, HISTORY AND OVERVIEWS

2018 ENVIRONMENTAL SERVICES FUND REVENUE BUDGET BY CLASSIFICATION SUMMARY

Fund 226 – REVENUES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF REVENUE
PROPERTY TAXES	Taxable Millage 2.1351	2,441,390	2,460,825	2,460,825	2,544,634	92.05%
CHARGES FOR SERVICES-SALES	Sale of Trash Pick Up Stickers & Recycle Bins	9,093	8,000	8,000	9,500	0.34%
INTEREST INCOME		4,093	1,000	1,000	2,000	0.07%
OTHER REVENUES		16,825				0.00%
APPROPRIATED PRIOR YEAR FUND BALANCE	*See Fund Balance page 28		147,604	149,991	208,223	7.53%
TOTAL REVENUES		2,471,401	2,617,429	2,619,816	2,764,357	

2018 Environmental Services Fund Expenditure Budget by Classification Summary

EXPENDITURES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF EXPENSES
PROFESSIONAL & CONTRACTUAL	Waste Management Rubbish & Recycle Pick up, Roll Off & Recycle Disposals, Admin Fees, & Yard Waste Pickup	1,926,671	1,997,910	1,997,910	2,128,704	77.01%
PERSONNEL SERVICES	Wages	218,836	224,550	225,617	231,550	8.38%
OTHER SERVICES AND CHARGES	TWP Disposal Fee, Boots & Uniforms, Tire Shredding	155,499	157,500	157,500	167,000	6.04%
FRINGE BENEFITS	FICA, Health, MERS, Life	96,644	115,845	117,165	117,343	4.24%
TRANSPORTATION	Gas & Oil, Waste Mgmt. Fuel Surcharge	414	51,000	48,000	40,500	1.47%
PRINTING & PUBLISHING	Helpful Hand Book	37,334	20,000	20,000	20,000	0.72%
REPAIRS & MAINTENANCE	Maintenance supplies, Equipment & Vehicle Maintenance	11,423	11,500	14,500	14,500	0.52%
INSURANCE & BONDS	Liability Insurance & Worker's Compensation Insurance	12,474	12,024	12,024	13,160	0.48%

2018 Environmental Services Fund Expenditure Budget by Classification Summary

EXPENDITURES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF EXPENSES
OFFICE SUPPLIES	Office Supplies & Postage	9,251	10,300	10,300	10,300	0.37%
	Stickers for Trash Pickup,					
OPERATING SUPPLIES	Recycle Bins, & Operating Supplies	8,961	7,500	7,500	8,500	0.31%
OTHER EXPENDITURES	Misc. & Tax Refund		1,000	1,000	4,500	0.16%
LEASE RENTAL	Motor Pool	4,019	4,000	4,000	4,000	0.14%
UTILITIES	Electric & Heating	2,467	4,000	4,000	4,000	0.14%
EDUCATION AND TRAINING	Education	30	300	300	300	0.01%
DUES/MEMBERSHIPS		75				0.00%
CAPITAL OUTLAY		104,805				0.00%
TOTAL EXPENDITURES		2,588,903	2,617,429	2,619,816	2,764,357	

2018 Environmental Services Fund Budgeted Fund Balance

ENVIRONMENTAL SERVICES FUND 226	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 10/31/17	2018 REQUESTED BUDGET
NET OF REVENUES - EXPENDITURES (ROUNDING DIFFERENCE)	(117,509)			
BEGINNING FUND BALANCE	1,562,457	1,444,948	1,444,948	1,294,957
*LESS APPROPRIATED FROM PRIOR YEAR FUND BALANCE		(147,604)	(149,991)	(208,223)
ENDING FUND BALANCE	1,444,948	1,297,344	1,294,957	1,086,734
FUND BALANCE % OF REVENUE	58.47%	49.57%	49.43%	39.31%

2018 ENVIRONMENTAL SERVICES FUND EXPENDITURE BUDGET OVERVIEW

- ❖ Waste Management contract for rubbish pick up increased \$0.15

- ❖ Prior Year Fund Balance needed to balance operations in 2017 was \$147,604 and for 2018 it is \$208,223

- ❖ Capital Outlay
 - ❖ Any other capital project or equipment purchase will be brought before the Board for discussion and approval. A budget amendment will be requested at that time.

2017 BUDGET AMENDMENTS TO ENVIRONMENTAL SERVICES FUND PRIOR YEAR FUND BALANCE THROUGH OCTOBER 31, 2017 \$149,991

- ❖ Prior Year Fund Balance needed to balance operations in 2017 - \$147,604

- ❖ PTO payouts and health care increase - \$2,387

HYDRO FUND #252 2018 REQUESTED BUDGET

CLASSIFICATION SUMMARY, HISTORY, AND OVERVIEWS

2018 HYDRO FUND REVENUE BUDGET BY CLASSIFICATION SUMMARY

Fund 252 – REVENUES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF REVENUE
FORD LAKE DAM REVENUES	Sales of Electricity to DTE	400,255	350,000	350,000	389,000	64.4%
OTHER REVENUES		300				0%
INTEREST INCOME		577	200	200	500	.1%
CONTRIBUTION FROM OTHER FUNDS	Environmental Clean Up for Tyler Dam	78,635	44,800	44,800		0%
APPROPRIATED PRIOR YEAR FUND BALANCE*				2,476*	214,775*	35.5%
TOTAL REVENUES		479,767	395,000	397,476	604,275	

2018 Hydro Fund Expenditure Budget by Classification Summary

EXPENDITURES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF EXPENSES
CAPITAL OUTLAY	Tyler Dam & Generators	210,236	60,000	104,800	347,000	57.4%
PERSONNEL SERVICES	Wages Hydro Operator & Temp Operator	78,328	87,522	87,522	87,522	14.5%
OTHER EXPENDITURES	10% to City of Ypsi, Fish Study	51,170	48,600	48,600	52,490	8.7%
REPAIRS & MAINTENANCE	Supplies, Hydro Structure Repair, & Maint Other Dams	42,754	62,550	62,550	28,200	4.7%
PROFESSIONAL & CONTRACTUAL	Engineering Dam Safety, Inspections & Port-a-Johns	15,868	72,300	27,500	27,500	4.6%
FRINGE BENEFITS	FICA, Health, MERS, Life	36,309	41,627	44,103	43,346	7.2%
LEASE RENTAL	Motor Pool	6,000	6,000	6,000	6,000	1%
INSURANCE & BONDS	Insurance Liab & Workers Comp	3,941	3,894	3,894	4,017	.7%
TRANSPORTATION	Gas	2,211	3,500	3,500	3,300	.5%
UTILITIES	Electric & Gas	869	1,800	1,800	2,200	.4%
COMMUNICATIONS	Telephone	45,536	1,000	1,000	1,000	.2%
OTHER SERVICES/CHARGES	Boots & Uniforms	550	700	700	850	.1%
OFFICE SUPPLIES	Supplies	157	450	450	450	.1%
OPERATING SUPPLIES	Supplies	140	400	400	400	.1%
TOTAL EXPENDITURES		494,069	390,343	392,819	604,275	

2018 HYDRO FUND EXPENDITURE OVERVIEW

- STAFFING REQUESTS

- Added additional part-time personnel – was budgeted in 2017 but not hired
- Total part-time personnel will be 2

- CAPITAL IMPROVEMENT PLAN

- Gen2 (1800 Kva) generator – lower bearing replacement \$329,000
- Water Quality equipment upgrade - \$18,000

2018 Hydro Fund Budgeted Fund Balance

HYDRO FUND 252	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET
NET OF REVENUES - EXPENDITURES	(14,302)	4,657	4,657	
BEGINNING FUND BALANCE	275,663	261,361	261,361	263,542
* LESS APPROPRIATED FROM PRIOR YEAR FUND BALANCE			(2,476)	(214,775)
ENDING FUND BALANCE	261,361	266,018	263,542	48,767
FUND BALANCE % OF REVENUE	55%	67%	66%	8.1%

**MOTOR POOL FUND
INTERNAL SERVICE FUND
2018 REQUESTED BUDGET**

2018 MOTOR POOL FUND REVENUE BY CLASSIFICATION

FUND 595 - REVENUES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017	2018 REQUESTED BUDGET	2018 % OF REVENUE
				AMENDED BUDGET at 9/30/17		
CHARGES FOR SERVICES	LEASE & FUEL FROM ALL FUNDS	233,303	245,520	249,200	237,220	95.6%
INTEREST INCOME		344	100	100	500	.02%
OTHER REVENUES		1,387				
APPROPRIATED PY FUND BALANCE*			4,411*	27,664*	10,512*	4.2%
TOTAL ESTIMATED REVENUES		235,034	250,031	276,964	248,232	

2018 MOTOR POOL FUND REVENUE OVERVIEW

- All funds pay annual lease fees for the vehicles used in their department
 - Fees calculated out over the life of vehicle and normal maintenance of vehicle
- Fuel assumptions are lower for 2018

2018 MOTOR POOL FUND APPROPRIATIONS BY CLASSIFICATION

EXPENDITURES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017	2018	2018 % of EXPENSE
				AMENDED BUDGET at 9/30/17	REQUESTED BUDGET	
DEPRECIATION	Depreciation of Fixed Assets Over Life	139,362	151,492	151,492	148,047	59.6%
TRANSPORTATION	Fuel & Oil	34,947	41,000	41,000	41,000	16.5%
PROFESSIONAL & CONTRACTUAL	Monitor Fuel Tank, Outside Work Vehicles	21,398	35,500	35,500	37,000	14.9%
PERSONNEL SERVICES	Wages 25% Clerical/Floater	11,763	12,123	12,123	12,123	4.9%
FRINGE BENEFITS	25% FICA, MERS, Health Insurances	5,313	5,916	5,916	6,062	2.4%
REPAIRS & MAINTENANCE	Normal Parts & Shop Supplies	3,186	4,000	4,000	4,000	1.6%
CAPITAL OUTLAY		78		26,933		
TOTAL APPROPRIATIONS		216,047	250,031	276,964	248,232	

2018 Motor Pool Fund Budgeted Fund Balance

Motor Pool Fund 595	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET
NET OF REVENUES - EXPENDITURES	18,987			
BEGINNING FUND BALANCE	691,706	710,693	710,693	683,029
* LESS APPROPRIATED FROM PRIOR YEAR FUND BALANCE		(4,411)	(27,664)	(10,512)
ENDING FUND BALANCE	710,693	706,282	683,029	672,517
FUND BALANCE INCLUDES CAPITAL ASSETS				

COMPOST FUND #590 2018 REQUESTED BUDGET

CLASSIFICATION SUMMARY, HISTORY, AND OVERVIEWS

2018 COMPOST FUND REVENUE BUDGET BY CLASSIFICATION SUMMARY

Fund 590 REVENUES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 10/31/17	2018 REQUESTED BUDGET	2018 % OF REVENUE
CHARGES FOR SERVICES-SALES	Bio Drop Off, Gate Revenue & Delivery fee	393,249	420,300	420,300	453,300	97.73%
CHARGES FOR SERVICES		2,800	2,800	2,800	2,800	0.60%
INTEREST INCOME		1,555	200	200	2,414	0.52%
OTHER REVENUES		300				0.00%
APPROPRIATED PRIOR YEAR FUND BALANCE			32,085	106,809	5,309	1.14%
TOTAL REVENUES		397,904	455,385	530,109	463,823	

2018 Compost Fund Expenditure Budget by Classification Summary

EXPENDITURES -226	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 10/31/17	2018 REQUESTED BUDGET	2018 % OF EXPENSES
PERSONNEL SERVICES	Salary & Wages	138,390	151,762	156,150	154,262	33.26%
DEPRECIATION	Depreciation Expense of Capital Assets	133,452	145,653	145,653	148,047	31.92%
FRINGE BENEFITS	FICA, Health, MERS, Life	42,738	48,457	48,793	49,232	10.61%
PROFESSIONAL & CONTRACTUAL	Admin fee & Emptying Dumpsters	51,769	40,772	40,772	42,848	9.24%
REPAIRS & MAINTENANCE	Buildings & Equipment	10,307	22,000	22,000	22,000	4.74%
TRANSPORTATION	Gas & Oil	11,125	10,000	10,000	10,000	2.16%
UTILITIES	Electric & Gas	4,765	8,100	8,100	9,500	2.05%
OTHER SERVICES AND CHARGES	Boots & Uniforms, Remove Non Compost Spoils	7,607	7,700	7,700	6,700	1.44%
INSURANCE & BONDS	Liability Insurance & Workers Compensation Insurance	6,178	6,241	6,241	6,534	1.41%
OPERATING SUPPLIES	Safety Supplies	3,964	6,000	6,000	6,000	1.29%
LEASE RENTAL	Motor Pool	3,619	3,500	3,500	3,500	0.75%
RENTAL	Equipment & Excavator Rental	2,265	3,500	3,500	3,500	0.75%
COMMUNICATIONS	Phone	634	800	800	800	0.17%
OTHER EXPENDITURES	Misc.	493	500	500	500	0.11%
OFFICE SUPPLIES	Office	66	300	300	300	0.06%
EDUCATION AND TRAINING		29	100	100	100	0.02%
CAPITAL OUTLAY				70,000		0.00%
TOTAL EXPENDITURES		417,401	455,385	530,109	463,823	

2018 Compost Fund – Enterprise Fund Budgeted Fund Balance Estimated Net Position

FUND 590 - COMPOST	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 10/31/17	2018 REQUESTED BUDGET
NET OF REVENUES/APPROPRIATIONS	(19,497)			
NET POSITION, BEGINNING	1,876,934	1,857,439	1,857,439	1,810,630
LESS APPROPRIATED PRIOR YEAR FUND BALANCE		(32,085)	(106,809)	(5,309)
ADD CURRENT CAPITAL OUTLAY LESS DEPRECIATION OF CURRENT CAPITAL OUTLAY			60,000	
NET POSITION, ENDING	1,857,439	1,825,354	1,810,630	1,805,321
LESS NET INVESTMENT IN CAPITAL ASSETS	(1,248,044)	(1,102,391)	(1,172,391)	(1,024,344)
ESTIMATED NET POSITION- UNRESTRICTED	609,395	722,963	638,239	780,977

NUISANCE ABATEMENT FUND # 893 2018 REQUESTED BUDGET

CLASSIFICATION SUMMARY, HISTORY, AND OVERVIEWS

2018 NUISANCE ABATEMENT FUND REVENUE BUDGET BY CLASSIFICATION SUMMARY

Fund 893 REVENUES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF REVENUE
CHARGES FOR SERVICES	BLIGHT, BOARD UPS & WEEDS	16,762	11,000	11,000	14,500	51.6%
SPECIAL ASSESSMENTS	TAXES – REIMBURSEMENTS FOR BLIGHT, BOARD UPS & WEEDS	30,304	27,000	27,000	13,600	48.4%
APPROPRIATED PRIOR YEAR FUND BALANCE*			597*	20,597*		
TOTAL REVENUES		47,167	38,597	58,597	28,100	

2018 NUISANCE ABATEMENT FUND EXPENDITURE BUDGET BY CLASSIFICATION SUMMARY

FUND 893 EXPENDITURES	DESCRIPTION	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET	2018 % OF EXPENSES
OTHER SERVICES AND CHARGES	Blight, Board-Up & Noxious Weed Enforcement Cost	39,258	38,000	58,000	27,500	97.9%
PERSONNEL SERVICES		500	500	500	500	1.8%
FRINGE BENEFITS		102	97	97	97	.3%
TOTAL EXPENDITURES		39,860	38,597	58,597	28,097	

2018 NUISANCE ABATEMENT FUND BUDGETED FUND BALANCE

Fund 893	2016 ACTIVITY	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET at 9/30/17	2018 REQUESTED BUDGET
NET OF REVENUES - EXPENDITURES	7,307			3
BEGINNING FUND BALANCE	51,906	59,213	59,213	38,616
LESS BUDGETED AMOUNT APPROPRIATED FROM PRIOR YEAR FUND BALANCE		(597)	(20,597)*	
ENDING FUND BALANCE	59,213	58,616	38,616	38,619
FUND BALANCE % OF REVENUE	126%	152%	66%	137%

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SPECIAL BOARD MEETING THURSDAY, NOVEMBER 9,
2017**

Supervisor Stumbo called the meeting to order at approximately 6:30 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, Monica Ross Williams and Jimmie Wilson, Jr.

Members Absent: None

Legal Counsel: Wm. Douglas Winters

NEW BUSINESS

1. BUDGET AMENDMENT #15

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment #15 (see attached).

The motion carried unanimously.

2. REQUEST OF DAWN FARM FOR LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Dawn Farm for Local Governing Body Resolution for Charitable Gaming License (see attached).

Olivia Vigiletti, Development Director for Dawn Farm gave an overview of the charity event being planned. Supervisor Stumbo questioned whether the resolution should be approved by Ypsilanti Township if the event was being held in another area. Ms. Vigiletti stated that it was her understanding the resolution would be approved by Ypsilanti Township, because that is where Dawn Farm is located.

The motion carried unanimously.

3. REQUEST OF ANGELA VERGES, RECREATION SERVICES MANAGER FOR AUTHORIZATION TO APPLY FOR THE BUILDING HEALTHY COMMUNITIES PROJECT GRANT THROUGH WASHTENAW COUNTY PUBLIC HEALTH

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to authorize the application for the Building Healthy Communities Project Grant through Washtenaw County Public Health.

Angela Verges gave an overview of the grant. She stated this grant will help to fund the Safe Routes to Parks Project that the Recreation Department is working on with the New West Willow Neighborhood Association. Ms. Verges stated they had

**CHARTER TOWNSHIP OF YPSILANTI
NOVEMBER 9, 2017 SPECIAL MEETING
PAGE 2**

applied for approximately \$4,800.00 and if received the funding would be used to update signage, add picnic tables and mulch to a playground in West Willow.

The motion carried unanimously.

4. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR APPROVAL OF CONTRACT EXTENSION WITH LOOKING GOOD LAWNS FOR VEGETATION AND CLEAN UP ABATEMENT FOR A PERIOD OF FIVE YEARS FROM 2018 TO 2022

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Contract Extension with Looking Good Lawns for Vegetation and Clean Up Abatement for a Period of Five Years from 2018 to 2022 (see attached).

Michael Radzik, OCS Director stated the contract extension will be for the same pricing as the current 2016-2017 contract, which will mean the Township will have worked with Looking Good Lawns for seven years without a price increase. He stated the relationship with Looking Good Lawns has been very good for the previous two years. Mr. Radzik also stated that the Residential Services Dept. sometimes uses the company to mow areas they are responsible for taking care of. Mr. Radzik stated that Dennis Dillon from Looking Good Lawns was present at the meeting. Mr. Dillon stated his company is happy to continue the working relationship with the Township.

The motion carried unanimously.

5. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO AWARD THE LOW BID FOR ADA ACCESSIBILITY IMPROVEMENTS AT THE CIVIC CENTER TO DENNEY CONSTRUCTION IN THE AMOUNT OF \$45,000.00, BUDGETED IN LINE ITEM #101-970-000-971-008

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to award the Low Bid for ADA Accessibility Improvements at the Civic Center to Denny Construction in the amount of \$45,000.00, budgeted in line item #101-970-000-971-008.

Jeff Allen, Residential Services Director stated that Wayde Hoppe, from Hoppe Design, the firm used to create the bid specs for the improvements, was present to answer questions. Mr. Allen stated that the request for bids were sent to several area construction firms. He also stated that the request for bids was placed on MITN and posted on our website. Mr. Allen stated that if the project was approved tonight, Denney Construction would be able to order supplies and complete the majority of the work during Christmas shutdown.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
NOVEMBER 9, 2017 SPECIAL MEETING
PAGE 3**

**6. REQUEST TO APPROVE 3-WAY CONTRACT BETWEEN YPSILANTI
TOWNSHIP, CARLISLE WORTMAN ASSOCIATES, INC. AND DMAP FOR
YPSILANTI TOWNSHIP PLACEMAKING PROJECT**

A motion was made by Trustee Jarrell Roe, supported by Trustee Ross Williams to approve the 3-way contract between Ypsilanti Township, Carlisle Wortman Associates, Inc. and DMAP for Ypsilanti Township Placemaking Project

Supervisor Stumbo stated that this is a good project for the Township. She stated that they will conduct studies of Ecorse Rd. and Michigan Ave. Supervisor Stumbo also stated that economic development consultant Luke Bonner had communicated that he would wait until after this project is complete to start work because a lot of things he had proposed would be included in this grant.

The meeting was adjourned at 7:05 P.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 #15**

November 9, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$141,496.00

Request to increase budget to record the revenue contribution received from Diverse Real Estate for the Manors Creekside Village installation of 2 streetlights and 2 security cameras. The special assessment district was approved by resolution no. 2017-21 & 2017-22 on September 19, 2017 and instead of the Township paying for the streetlights and cameras, Diverse Real Estate will pay for the streetlight and cameras. We will need to increase the expenditure lines as well to pay DTE for streetlights and Conti Corporation for the security cameras.

Revenues:	CONTRIBUTE - STREETLIGHTS & CAMERAS	101-000-000-675.002	\$14,897.00
			\$14,897.00
		Net Revenues	\$14,897.00
Expenditures:	Street Light - Construction/Conversion	101-956-000-926.050	\$4,897.00
	Capital -Neighborhood Camera	101-970-000-972.000	\$10,000.00
		Net Expenditures	\$14,897.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 80 hours to be paid at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,516.00
			\$1,516.00
		Net Revenues	\$1,516.00
Expenditures:	Accounting Salaries pay out -PTO	101-201-000-708.004	\$1,408.00
	FICA	101-201-000-715.000	\$108.00
		Net Expenditures	\$1,516.00

Request to increase budget for PTO payout for employee retiring in December. This will be half of the amount split between the two funds where employee is paid. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$10,083.00
			\$10,083.00
		Net Revenues	\$10,083.00
Expenditures:	Resident Services Salaries pay out -PTO	101-762-000-708.004	\$9,367.00
	FICA	101-762-000-715.000	\$716.00
		Net Expenditures	\$10,083.00

Request to increase the budget for the Civic Center project to make ADA counter and Board room seating renovations. The recommendation of the architect, Hoppe Design, is to award the project to Denney Construction. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$45,000.00
			\$45,000.00
		Net Revenues	\$45,000.00
Expenditures:	Capital Improvements	101-970-000-971.008	\$45,000.00
		Net Expenditures	\$45,000.00

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #15**

November 9, 2017

101 - GENERAL OPERATIONS FUND - CONTINUED

Request to increase the budget for revenues received from Nexus for the gas pipeline settlement and increase the expenditures for legal services provided for the Nexus negotiations. This will be funded by an increase in the revenues.

Revenues:	Nexus Gas Settlement	101-000-000-675.300	\$70,000.00
			\$70,000.00
		Net Revenues	\$70,000.00
Expenditures:	Land use issues	101-950-000-801.024	\$70,000.00
			\$70,000.00
		Net Expenditures	\$70,000.00

226 - ENVIRONMENTAL SERVICES FUND

Total Increase \$10,083.00

Request to increase budget for PTO payout for employee retiring in December. This will be half of the amount split between the two funds where employee is paid. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	226-000-000-699.000	\$10,083.00
			\$10,083.00
		Net Revenues	\$10,083.00
Expenditures:	Salaries pay out -PTO	226-226-000-708.004	\$9,367.00
	FICA	226-226-000-715.000	\$716.00
			\$10,083.00
		Net Expenditures	\$10,083.00

230 - RECREATION FUND

Total Increase \$6,993.00

Request to increase Senior Recreation Center Equipment line for the conversion of a regular room into a weight room. There was a private McCalla Trust Grant given to the Recreation Center for this specific project. The grant check was received in December 2016 but the budget is just now being completed. This will be funded by an Appropriation of Prior Year Fund Balance

Revenues:	Prior Year Fund Balance	230-000-000-699.000	\$6,993.00
			\$6,993.00
		Net Revenues	\$6,993.00
Expenditures:	Senior Recreation Center Equipment	230-751-000-974.022	\$6,993.00
			\$6,993.00
		Net Expenditures	\$6,993.00

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #15**

November 9, 2017

236 - 14B DISTRICT COURT FUND

Total Increase \$400,000.00

Request to increase budget to transfer any extra fines and fees to the General Fund for year end. All Court Funds net revenue and expenditures belong to the General Fund. This will help offset prosecution and domestic violence legal fees in the General Fund. I am recommending up to an amount of \$400,000. This will be funded by an appropriation of prior year fund balance and a transfer out of the Court Fund and into the General Fund.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$400,000.00
		Net Revenues	<u>\$400,000.00</u>
Expenditures:	Transfer To General Fund	236-136-000-969.101	\$400,000.00
		Net Expenditures	<u>\$400,000.00</u>

Motion to Amend the 2017 Budget (#15):

Move to increase the General Fund budget by \$141,496 to \$11,170,446 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund by \$10,083 to \$2,629,899 and approve the department line item changes as outlined.

Move to increase the Recreation Fund by \$6,993 to \$820,966 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund by \$400,000 to \$1,937,300 and approve the department line item changes as outlined.



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

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

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

At a Special meeting of the Charter Township of Ypsilanti
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Supervisor Brenda Stumbo on November 9, 2017
DATE

at 6:30pm a.m./p.m. the following resolution was offered:
TIME

Moved by Clerk Karen Lovejoy Roe and supported by Treasurer Larry Doe

that the request from Dawn Inc. of Ypsilanti Township,
NAME OF ORGANIZATION CITY

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

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be

considered for Approval.
APPROVAL/DISAPPROVAL


<u>APPROVAL:</u>	Yeas: <u>7</u>	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: <u>0</u>		Nays: _____
	Absent: <u>0</u>		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted

by the Charter Township of Ypsilanti at a Special
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on November 9, 2017.
DATE

SIGNED:



TOWNSHIP, CITY, OR VILLAGE CLERK
 Clerk Karen Lovejoy Roe

PRINTED NAME AND TITLE
 7200 S. Huron River Dr. Ypsilanti, MI 48197

ADDRESS

Organization Information: Dawn Inc. 6633 Stony Creek Rd. Ypsilanti, MI 48197
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

Olivia Vigiletti, Development Director
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE

(734) 485-8725
PHONE NUMBER

**AGREEMENT BETWEEN
LOOKING GOOD LAWNS, LLC
AND
THE CHARTER TOWNSHIP OF YPSILANTI
WASHTENAW COUNTY, MICHIGAN
FOR VEGETATION & CLEAN-UP ABATEMENT SERVICES**

This Agreement is entered into effective the 1st day of January, 2018 by and between the **Charter Township of Ypsilanti (Township)**, a Michigan municipal corporation, whose address is 7200 S. Huron River Dr., Ypsilanti, MI 48197, and **Looking Good Lawns, LLC (Contractor)**, a Michigan corporation, whose business facility is located at 1200 Ecorse Rd, Ypsilanti, MI 48197.

The Township and the Contractor mutually agree to extend the 2016-17 Vegetation & Clean-Up Abatement Services contract for a period of five (5) years with no price adjustments from the original contract.

Accordingly, the 2016-17 Vegetation & Clean-Up Abatement Services contract between the Charter Township of Ypsilanti and Looking Good Lawns, LLC dated March 2, 2016 is hereby amended as follows:

3. TERM OF AGREEMENT

The contract duration is for calendar years **2018 through 2022** with no price adjustments from the original 2016-17 agreement for the term of the agreement.

All other terms and conditions remain the same as in the original contract.


A copy of the fully executed 2016-17 Vegetation & Clean-Up Abatement Services contract is attached for reference.

LOOKING GOOD LAWNS, LLC

By: 
David Dillion

Date: 10/9/17

CHARTER TOWNSHIP
OF YPSILANTI

By: 
Brenda L. Stumbo, Supervisor

Date: 11-10-17

By: 
Karen Lovejoy Roe, Clerk

Date: 11-10-17

**AGREEMENT BETWEEN
LOOKING GOOD LAWNS, LLC
AND
THE CHARTER TOWNSHIP OF YPSILANTI
WASHTENAW COUNTY, MICHIGAN
FOR
VEGETATION & CLEAN-UP ABATEMENT SERVICES**

This Agreement is entered into effective the 2 day of March, 2016, by and between the **Charter Township of Ypsilanti (Township)**, a Michigan municipal corporation, whose address is 7200 S. Huron River Dr., Ypsilanti, MI 48197, and **Looking Good Lawns, LLC (Contractor)**, a Michigan corporation, whose business facility is located at 1200 Ecorse Rd, Ypsilanti, MI 48197.

1. SCOPE OF WORK

The Township Office of Community Standards will issue written directions and locations for the mowing and cleanup of properties within the Township, in accordance with the Township Code of Ordinances Chapter 66, and pursuant to the General Conditions attached herein. Such properties will include privately owned property under code enforcement and publically owned vacant lots.

2. HOLD HARMLESS

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles and any other surface structures including: all water mains, sewers, telephone lines, gas mains and any other underground services and structures along and near the work which may be affected by his operations and shall indemnify, defend and save harmless the Charter Township of Ypsilanti against all damages or alleged damages to any structure or injury to any individuals as a result of his operations. No tree or shrubbery of any kind shall be removed or destroyed by the Contractor without the consent of the Charter Township of Ypsilanti.

3. TERM OF AGREEMENT

The contract duration is for calendar years **2016** and **2017** with no price adjustments for the term of the agreement. The Township may at its sole discretion, but is not obligated to, negotiate a renewal and may choose to seek new bid pricing.

4. COMPENSATION OF THE CONTRACTOR

The Contractor shall be paid on the basis of reasonable time spent and materials used for the 2016 and 2017 mowing seasons, at the rates and prices specified in Exhibit A attached here and incorporated by reference. Payment will be made to the Contractor in a timely manner after Township's receipt of Contractor invoice.

5. INSURANCE-INDEMNIFICATION

During the term of this agreement, the Contractor agrees to procure and maintain in effect insurance policies in the amounts and with the types of coverage show below:

1. **Workers Compensation Insurance** in the form and amount required by Michigan law.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with the limits of liability not less than \$ 1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
3. **Motor Vehicle Liability Insurance** including Michigan No-Fault Coverage, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additionally, the Contractor shall, to the fullest extent permitted by law, defend and hold the Charter Township of Ypsilanti, its past, present and future elected officials, appointed commissions and boards, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor or its employees and agents occurring in the performance of this agreement.

6. WARRANTIES OF THE CONTRACTOR

The Contractor warrants that the quality of its services under this agreement shall conform to the level of professional quality performed by equivalent local contractors and lawn maintenance personnel. The contractor warrants that it has all skills, experience and local licenses necessary to perform the services it is to provide pursuant to this agreement.

7. OBLIGATIONS OF THE TOWNSHIP

The Township shall notify the Contractor of any defects in the services of which the Contract Administrator has actual notice. Likewise the Township will give the Contractor at least five calendar days to satisfy any notified defects.

8. ASSIGNMENT

The Contractor shall not subcontract or assign any portion of the services without prior written consent from the Township Contract Administrator.

9. NOTICE

All notices and submissions required under this agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as either may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the administrating department, care of the Contract Administrator.

10. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the contractor and Township agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

11. CONFLICT OF INTEREST

Contractor certifies it has no financial interest in the services to be provided under this agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the services described under this agreement.

12. SEVERABILITY PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties and circumstances.

13. EXTENT OF AGREEMENT

This agreement, including the bid specifications, represents the entire understanding between the Township and the Contractor, and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering in to this agreement. This agreement may be altered, and amended or modified only by mutual agreement and written amendment signed by both the Contractor and the Township.

14. TERMINATION OF THE AGREEMENT

This agreement may also be terminated by either party upon thirty (30) days written notice.

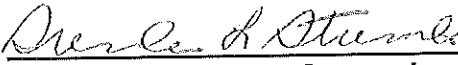
This Township shall provide notice of termination by first-class mail to the Contractor at the address listed in the bid documents. If the contract agreement is terminated for reasons other than breach of contract by the Contractor, the contractor shall be compensated for the services provided prior to the date of the notice of termination.

LOOKING GOOD LAWNS, LLC

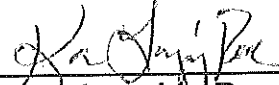
By: 
David Dillion

Date: 3/10/16

CHARTER TOWNSHIP
OF YPSILANTI

By: 
Brenda L. Stumbo, Supervisor

Date: March 2, 2016

By: 
Karen Lovejoy Roe, Clerk

Date: March 2, 2016

**CHARTER TOWNSHIP OF YPSILANTI
2016-17 VEGETATION & CLEAN-UP ABATEMENT PROGRAM**

GENERAL CONDITIONS

SPECIFICATIONS

- A. The intent of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expenses as may be necessary for the proper execution and completion of the work.
- B. Under the direction of the Office of Community Standards, the "Vegetation & Clean Up Program" shall include:
1. Mowing and/or vegetation abatement of vacant properties including required perimeter, fence line, and landscaped area grass/weed trimming
 2. Cleanup of vacant properties
 3. Hauling of trash and cuttings to an approved disposal site
- C. The Office of Community Standards will submit an authorization via email to the Contractor which shall include the address or parcel identification number of the parcel to be mowed or cleaned, and a description of the work authorized to be performed, and a work order billing code.
- D. The standards/fee schedule applicable for authorization of work is detailed in **Exhibit A** attached here. An "improved lot" is a lot upon which a house, commercial building, or other substantial structure is situated. An "unimproved lot" is a lot upon which no substantial structure or building is situated. A "margin only" is the public right-of-way area between the curb (or curb line) and the sidewalk (or sidewalk line). A "premium surcharge" fee applies when the grass or other vegetation to be abated substantially exceeds 10 inches in height as determined by the Office of Community Standards. Common debris and litter shall be picked up and bagged prior to mowing in order to prevent shredding and blowing of such debris. Collection of up to one (1) 13-gallon bag of debris is included for each mowing job.
- E. No "show up fees" will be authorized or paid if the property has been brought into compliance with law by some other means prior to the

contractor arriving at the property after work has been authorized.

- F. All work shall be completed within 3 working days after the date of notification to commence work. For purposes of this contract, Saturday and/or Sunday are considered a working day(s) as agreed upon in advance. Inclement weather, including but not limited to excessive heat and rain, may be taken into consideration to reasonably extend the deadline for timely completion of work.
- G. After work is completed, the Contractor shall submit a detailed invoice to the Office of Community Standards pursuant to an invoice schedule agreeable to both parties. The invoice shall include detailed billing for each individual work order including the street address or parcel ID number and the billing code submitted with each work order. The Office of Community Standards will inspect completed work and authorize payment on all jobs.

GENERAL REQUIREMENTS FOR MATERIALS AND WORKMANSHIP

The Contractor shall furnish suitable vehicles, equipment, tools and labor to perform the work to be done. The Contractor shall also provide a valid email address to the Township that can be relied upon to transmit and receive work orders. *Work orders will be submitted to the Contractor via email and an email reply from the Contractor acknowledging receipt of each work order is required.*

PERMITS

The Contractor shall, at all times, observe and comply with, and shall cause all of his agents and employees to observe and comply with, all existing and future laws and ordinances.

PROTECTION OF WORK AND PROPERTY

The Contractor shall maintain adequate protection of all his work from damage and shall protect all public property and private abutting property from injury or loss arising from its fulfillment of this contract. He/she shall, without delay, make good any such damages, injury or loss, and shall defend and save the Charter Township of Ypsilanti from all such damages or injuries occurring because of his/her work. He/she shall furnish and maintain any passageways, barricades, guard fences, lights and danger signals, watchmen and other facilities for protection

required by the public authority or by local conditions, all at no additional cost to the Owner. In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor without special instruction or authorization from the Owner, shall take such action as may be necessary to prevent such threatened damage, injury or loss.

MAINTENANCE OF SERVICE

Drainage through existing sewers and drains shall be maintained at all times and all nearby gutters shall be kept open for drainage.

STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of the work shall, at all times, be so disposed as not to interfere with work being executed by other contractors in the employ of the Owner, or with street drainage, or with fire hydrants or with access thereto, and not hinder any more than may be necessary for the ordinary traffic of the street.

MINIMUM WAGE

All employees involved with this contract must be paid in accordance with the Charter Township of Ypsilanti Code of Ordinances Sec. 2-201, "Living Wage". A copy of this ordinance can be obtained through the Charter Township of Ypsilanti Clerk's Office by calling (734) 484-4700 or on the Internet at www.ytown.org.

INSURANCE

The Contractor agrees to provide the Township with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Township prior to the execution of the contract documents.

The Contractor will maintain at its own expense during the term of the Contract, the following insurances:

- a. Worker's Compensation insurance with Michigan statutory limits and employers liability insurance of \$ 1,000,000.00 minimum each

accident.

- b. Broad Form Comprehensive General Liability Insurance with a combined single limits of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Risk Manager of any material change of coverage, cancellation or non-renewal of coverage.
- c. Township's protective policy shall be in the name of "Charter Township of Ypsilanti". Policy shall provide property damage per occurrence. **"The Charter Township of Ypsilanti and its past, present, and future elected Officials, appointed commissions and boards, agents and employees"** shall be named as **"additional named insured"** on the General Liability policy with respect to the services provided under this contract.
- d. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$ 1,000,000.00 each accident for bodily injury and property damage.
- e. An umbrella policy may be used to meet some of the above requirements.
- f. All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.
- g. If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Township elects to exercise its option to cancel on these grounds, the Township shall so notify the Contractor of its election.
- h. All Certificates of Insurance are subject to the final approval of the Ypsilanti Township attorney.

(End of General Conditions)

**CHARTER TOWNSHIP OF YPSILANTI
2016-17 VEGETATION & CLEAN UP ABATEMENT PROGRAM**

EXHIBIT A

Company Name: **Looking Good Lawns, LLC**

Contact Person: **David Dillion**

Vegetation Abatement Fee Schedule	
Improved lots <6000 sqft	\$45.00
Premium surcharge over 10-inches	\$55.00
Improved lots >6000 sqft	\$50.00
Premium surcharge over 10-inches	\$57.00
Improved Lots >12,000 sqft	\$55.00
Premium surcharge over 10-inches	\$65.00
Unimproved Lots <6000 sqft	\$50.00
Premium surcharge over 10-inches	\$62.00
Unimproved lots >6000 sqft	\$60.00
Premium surcharge over 10-inches	\$72.00
Unimproved lots >12,000 sqft	\$70.00
Premium surcharge over 10-inches	\$80.00
Margin only (ROW)	\$30.00
Premium surcharge over 10-inches	\$40.00
Pick up and disposal of excess trash (13gal trash)	\$4.50
Speical order trash clean up and removal	
0.00 - 0.25 cubic yards	\$7.00
0.25 - 0.50 cubic yards	\$9.00
0.50 - 0.75 cubic yards	\$12.00
0.75 - 1.0 cubic yards	\$15.00
Additional quantities per 0.50 cubic yards	\$7.00

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

NOVEMBER 7, 2017 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	186,347.21
HAND CHECKS -	\$	463,958.24
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	650,305.45

Check Date	Check	Vendor Name	Amount
Hand Checks			
Bank AP AP			
10/13/2017	176647	TRUGREEN	2,150.00
10/13/2017	176648	WASHTENAW COMMUNITY COLLEGE'	190.00
10/17/2017	176649	AT & T	116.74
10/17/2017	176650	AT & T	34.72
10/17/2017	176651	COMCAST CABLE	31.63
10/17/2017	176652	COMCAST CABLE	219.20
10/17/2017	176653	COMCAST CABLE	104.85
10/17/2017	176654	COMCAST CABLE	105.79
10/17/2017	176655	COMCAST CABLE	114.35
10/17/2017	176656	DTE ENERGY	15,213.95
10/17/2017	176657	GUARDIAN ALARM	163.11
10/17/2017	176658	GUARDIAN ALARM	960.00
10/17/2017	176659	GUARDIAN ALARM	1,397.52
10/17/2017	176660	GUARDIAN ALARM	1,856.07
10/17/2017	176661	GUARDIAN ALARM	1,201.50
10/17/2017	176662	VERIZON WIRELESS	192.62
10/17/2017	176663	VERIZON WIRELESS	151.80
10/17/2017	176664	VERIZON WIRELESS	1,996.12
10/17/2017	176665	VERIZON WIRELESS	578.69
10/17/2017	176666	WASTE MANAGEMENT	1,100.00
10/17/2017	176667	WASTE MANAGEMENT	101,975.90
10/17/2017	176668	WASTE MANAGEMENT	1,004.38
10/17/2017	176669	WASTE MANAGEMENT	31,951.26
10/17/2017	176670	WASTE MANAGEMENT	29,818.67
10/17/2017	176671	WASTE MANAGEMENT	132.69
10/17/2017	176672	WEX BANK	1,740.72
10/17/2017	176673	YPSILANTI COMMUNITY	5,086.33
10/17/2017	176674	BRENDA STUMBO	69.23
10/17/2017	176675	COMCAST CABLE	131.09
10/17/2017	176676	COMCAST CABLE	234.85
10/17/2017	176677	DTE ENERGY**	73,312.79
10/17/2017	176678	FERRELLGAS	286.18
10/17/2017	176679	WASTE MANAGEMENT	655.79
10/17/2017	176680	WASTE MANAGEMENT	826.10
10/17/2017	176681	WASTE MANAGEMENT	233.14
10/17/2017	176682	WASTE MANAGEMENT	4,208.80
10/17/2017	176683	COLD CUT KRUISE	77.70
10/17/2017	176684	CONGDON'S	61.47
10/17/2017	176685	HART INTERCIVIC	17.72
10/17/2017	176686	RHONDA BATES	18.30
10/18/2017	176687	CHARTER TOWNSHIP OF YPSILANTI	5,000.00
10/19/2017	176688	CARLOS VASQUEZ	14.00
10/19/2017	176689	CARRIE KANNENJE	14.00
10/19/2017	176690	CRYSTAL WADE	14.00
10/19/2017	176691	CYNTHIA WHITE	14.00
10/19/2017	176692	ELISSA SCHWARTZ	14.00
10/19/2017	176693	GARY WOOD	35.50
10/19/2017	176694	HALLIE WILSON	14.00
10/19/2017	176695	JASMINE ENGLISH	14.00
10/19/2017	176696	JESSE SPIRES	35.50
10/19/2017	176697	JOEL GREENE	35.50
10/19/2017	176698	KAREN CUSHING	14.00
10/19/2017	176699	KAREN FEGER	14.00
10/19/2017	176700	LAVANA BANNON	14.00
10/19/2017	176701	LESLEY-JAYE IRWIN-LACERTE	35.50
10/19/2017	176702	MARKCUS JOHNSON	14.00
10/19/2017	176703	MATTHEW NASH	35.50
10/19/2017	176704	NANI WESLEY	14.00
10/19/2017	176705	PAULA LEONARD	14.00
10/19/2017	176706	SHERRI SMITH	14.00
10/19/2017	176707	STEPHAN FODALE	14.00
10/19/2017	176708	TERESA VERSHUM	14.00
10/19/2017	176709	TERRI HUCKABY	35.50
10/19/2017	176710	TUONG HUA	14.00
10/19/2017	176711	WILLIAM MOFFETT	35.50
10/23/2017	176712	BLUE CROSS BLUE SHIELD OF MI	124,237.90
10/23/2017	176713	BLUE CROSS BLUE SHIELD OF MI	35,870.43
10/23/2017	176714	CLEAR RATE COMMUNICATIONS, INC	839.41
10/23/2017	176715	COMCAST CABLE	144.85
10/23/2017	176716	COMCAST CABLE	293.85
10/23/2017	176717	DELTA DENTAL PLAN OF MICHIGAN	13,797.74
10/23/2017	176718	SAM'S CLUB DIRECT	77.98
10/23/2017	176719	VISION SERVICE PLAN	2,715.92
10/23/2017	176720	WINDSTREAM	426.89
10/26/2017	176721	MIDWEST CARPET-CLEANING	345.00

AP TOTALS:

Total of 75 Checks:

463,958.24

11/02/2017 02:46 PM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
CHECK NUMBERS 176647 - 176721

Check Date	Check	Vendor Name	Amount
Less 0 Void Checks:			0.00
Total of 75 Disbursements:			<u>463,958.24</u>

Check Date	Check	Vendor Name	Amount
Bank AP AP			
11/02/2017	176722	A & R TOTAL CONSTRUCTION, INC.	300.36
11/02/2017	176723	A2 FIT KID	147.00
11/02/2017	176724	AAATA	490.75
11/02/2017	176725	ADISA CHANEY, JR	36.00
11/02/2017	176726	ADVANTAGE MOBILITY	603.75
11/02/2017	176727	AED PROFESSIONALS	119.80
11/02/2017	176728	ALL SEASONS LANDSCAPING CO.	86.44
11/02/2017	176729	ALLGRAPHICS CORPORATION	234.50
11/02/2017	176730	AMAZON CAPITAL SERVICES	5,525.56
11/02/2017	176731	ANN ARBOR CLEANING SUPPLY	202.00
11/02/2017	176732	ANN ARBOR WELDING SUPPLY CO	201.60
11/02/2017	176733	ATCHINSON FORD	304.68
11/02/2017	176734	AUTO VALUE YPSILANTI	177.04
11/02/2017	176735	AUTOMATIC IRRIGATION SUPPLY	259.56
11/02/2017	176736	AUTUMN HALLIWILL	39.00
11/02/2017	176737	BASIL UDEH	180.00
11/02/2017	176738	CALEB DRUMMER	72.00
11/02/2017	176739	CALLAWAY GOLF SALES COMPANY	97.83
11/02/2017	176740	CAPITOL SUPPLY & SERVICE	75.00
11/02/2017	176741	CARL ROWSEY	127.15
11/02/2017	176742	CARLISLE/WORTMAN ASSOCIATES	19,847.50
11/02/2017	176743	CARTER LUMBER COMPANY	269.19
11/02/2017	176744	CENTRON DATA SERVICES	4,184.00
11/02/2017	176745	CHARTER TOWNSHIP OF SUPERIOR	97.65
11/02/2017	176746	CINCINNATI TIME SYSTEMS	764.10
11/02/2017	176747	COLD CUT KRUISE	63.60
11/02/2017	176748	CONFERENCE OF WESTERN WAYNE	750.00
11/02/2017	176749	CONGDON'S	64.99
11/02/2017	176750	CONSTANT CONTACT	546.00
11/02/2017	176751	CONTI	5,357.83
11/02/2017	176752	COURT INNOVATIONS INC	270.00
11/02/2017	176753	DAWN FARM	409.05
11/02/2017	176754	DC HYDRAULICS INC.	45.00
11/02/2017	176755	DISPUTE RESOLUTION CENTER	1,875.00
11/02/2017	176756	DTE ENERGY COMPANY -	4,498.90
11/02/2017	176757	DTE ENERGY COMPANY -	6,590.83
11/02/2017	176758	ED'S GARAGE	86.00
11/02/2017	176759	EMALINE HICKS	30.00
11/02/2017	176760	EMERGENCY MEDICAL PRODUCTS	259.54
11/02/2017	176761	FEDERAL EXPRESS CORPORATION	98.57
11/02/2017	176762	FIBER LINK	145.75
11/02/2017	176763	GABRIELLA MAYREND	22.00
11/02/2017	176764	GARY STAFFORD	72.00
11/02/2017	176765	GOODYEAR TIRE & RUBBER COMPANY	701.75
11/02/2017	176766	GORDON CRUMP	54.00
11/02/2017	176767	GORDON FOOD SERVICE INC.	238.00
11/02/2017	176768	GOVERNMENTAL CONSULTANT	2,850.00
11/02/2017	176769	GRAINGER	616.39
11/02/2017	176770	GRIFFIN PEST SOLUTIONS	93.00
11/02/2017	176771	HABITAT FOR HUMANITY - HURON VALLEY	40,000.00
11/02/2017	176772	HOME DEPOT	900.74
11/02/2017	176773	HOME OF NEW VISION	480.00
11/02/2017	176774	ISRAEL INVESTIGATIONS	1,125.00
11/02/2017	176775	J & R TRACTOR, LLC	52.24
11/02/2017	176776	JACKIE ROSS	83.57
11/02/2017	176777	JEFFREY ROSEMAN	13.00
11/02/2017	176778	JENNIFER MAJESKE	11,499.48
11/02/2017	176779	JOSEPH SMITH	90.00
11/02/2017	176780	KADEN KUMPELIS	100.00
11/02/2017	176781	KAREN LOVEJOY ROE	234.12
11/02/2017	176782	KOLBE CZUPINSKI	40.00
11/02/2017	176783	LANGUAGE LINE SERVICES	102.46
11/02/2017	176784	LARDNER ELEVATOR COMPANY	210.00
11/02/2017	176785	LIGHTING SUPPLY COMPANY	342.62
11/02/2017	176786	LONGS AUTOMOTIVE INC	660.63
11/02/2017	176787	LOOKING GOOD LAWNS	8,634.00
11/02/2017	176788	LOWE'S	36.98
11/02/2017	176789	MARIALANA BRANCH	54.00
11/02/2017	176790	MARK HAMILTON	1,500.00
11/02/2017	176791	MARK NELSON	540.33
11/02/2017	176792	MARTHA ANDERSON	100.00
11/02/2017	176793	MAX-VIEW WINDOW WASHING, INC.	1,000.00
11/02/2017	176794	MI CUSTOM SIGNS	103.00
11/02/2017	176795	MIA SORRELL	40.00
11/02/2017	176796	MICHAEL SARANEN	85.86
11/02/2017	176797	MICHIGAN ABILITY PARTNERS	2,458.90
11/02/2017	176798	MICHIGAN CAT	1,252.98
11/02/2017	176799	MICHIGAN LINEN SERVICE, INC.	1,498.73

AP Checks

Check Date	Check	Vendor Name	Amount
11/02/2017	176800	MICHIGAN STATE DEPT. OF TREASURY	28,506.24
11/02/2017	176801	MS ELECTRIC	86.25
11/02/2017	176802	MYSTRO PRODUCTIONS	400.00
11/02/2017	176803	NETWORKFLEET, INC	587.45
11/02/2017	176804	NFPA	60.75
11/02/2017	176805	OAKLAND COUNTY	1,863.25
11/02/2017	176806	OFFICE EXPRESS	1,106.72
11/02/2017	176807	ORCHARD, HILTZ & MCCLIMENT INC	9,809.50
11/02/2017	176808	PARKER ALLEN	120.00
11/02/2017	176809	PARKWAY SERVICES, INC.	240.00
11/02/2017	176810	PINTER'S FLOWERLAND, INC.	12.60
11/02/2017	176811	PITTSFIELD CHARTER TOWNSHIP	1,085.00
11/02/2017	176812	POWER PLUS ENGINEERING	780.00
11/02/2017	176813	PROFESSIONAL TREE SERVICE	850.00
11/02/2017	176814	RAND ROBINSON	190.00
11/02/2017	176815	RENT A WRECK	178.50
11/02/2017	176816	RESIDEX, LLC	1,275.01
11/02/2017	176817	RKA PETROLEUM	5,688.64
11/02/2017	176818	ROCCO LEONE	88.00

AP TOTALS:

Total of 97 Checks:

186,347.21

Less 0 Void Checks:

0.00

Total of 97 Disbursements:

186,347.21

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

NOVEMBER 21, 2017 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	755,470.06
HAND CHECKS -	\$	867,542.53
CREDIT CARD PURCHASES-	\$	<u>15,958.97</u>
GRAND TOTAL -	\$	1,638,971.56

Choice Health Care Deductible – OCT. 2017

ACH EFT -	\$	26,864.29
ADMIN FEE -	\$	1,235.00 (SEPT)

11/15/2017 03:01 PM
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CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
 CHECK NUMBERS 25 - 25

Check Date	Check	Vendor Name	Description	Amount
Bank CARDS COMERICA COMMERCIAL CARD				
11/21/2017	25(E)	COMERICA BANK	WORKSHOP REGISTRATION FOR K. WALLIN AND 4 NEW TIRES FOR FIRE MARSHAL VEHICLE EXTERMINATING AT CRC, 2057 TYLER ROAD FO REPLACEMENT FUSES FOR LARGE GEN SUPPLIES FOR ART MENTOR PROGRAM GOOGLE PLAY CARDS FOR MOBILE PHONES GENERATOR POWER FACTOR CONTROLLER STAND UP DESK 32 IN. MIKE UNIFORM PANTS SUPERSERVER 1028R-WC1RT MEMORY CARDS (LEXAR 32GB) FIXED ASSETS CS RENEWAL CAREER TRACK RENEWAL FOR 2018 CAREER TRACK RENEWAL FOR 2018 COMPETITION DANCE COSTUME PURCHASE BATONS FOR YOUTH DANCE EXCITER VOLTAGE BAORD FOR GENERATOR #2 REPLACEMENT COMPUTER & PHONE ACCESSORIES BACKUP ULTIMATE EDITION GENERATOR EXCITER PART CANVS TOTE BAGS FOR ELECTION USE AT EACH VIRTUAL TOUR ANNUAL CONTRACT SQLBACKUPANDFTP SOFTWARE VOLTAGE INOUT CARD FOR PROTECTION RELAY ANNUAL SURVEY SOFTWARE SUBSCRIPTIONS STAND UP DESK POWER PRO	565.00 750.91 227.00 426.25 300.71 100.00 92.76 274.68 73.03 999.99 84.76 323.30 995.00 3,184.00 872.45 143.32 2,368.80 107.02 572.39 226.20 686.40 199.00 958.00 630.00 408.00 390.00 <u>15,958.97</u>

Credit CARDS

CARDS TOTALS:
 Total of 1 Checks: 15,958.97
 Less 0 Void Checks: 0.00
 Total of 1 Disbursements: 15,958.97

Hand Checks

Check Date	Check	Vendor Name	Amount
Bank AP AP			
11/03/2017	176819	LINCOLN SCHOOLS	9.00
11/07/2017	176820	AT & T	33.97
11/07/2017	176821	AT & T	116.92
11/07/2017	176822	COMCAST BUSINESS	825.00
11/07/2017	176823	COMCAST CABLE	6,701.88
11/07/2017	176824	COMCAST CABLE	224.40
11/07/2017	176825	COMCAST CABLE	114.35
11/07/2017	176826	COMCAST CABLE	188.38
11/07/2017	176827	COMCAST CABLE	31.63
11/07/2017	176828	COMCAST CABLE	104.85
11/07/2017	176829	COMCAST CABLE	114.35
11/07/2017	176830	STANDARD INSURANCE COMPANY	4,637.25
11/07/2017	176831	VERIZON WIRELESS	152.10
11/07/2017	176832	VERIZON WIRELESS	243.32
11/07/2017	176833	AUTOMATIC IRRIGATION SUPPLY	9,772.00
11/07/2017	176834	CHELSEA BRODFUEHRER	2,212.65
11/07/2017	176835	GRAINGER	58.42
11/07/2017	176836	LEAH DIEBEL	436.00
11/07/2017	176837	MICHIGAN LINEN SERVICE, INC.	43.50
11/07/2017	176838	OFFICE EXPRESS	44.00
11/07/2017	176839	ORCHARD, HILTZ & MCCLIMENT INC	4,240.00
11/07/2017	176840	RKA PETROLEUM	3,148.58
11/07/2017	176841	S & J ASPHALT PAVING COMPANY	3,000.00
11/07/2017	176842	SAFEGUARD BUSINESS SYSTEMS	256.44
11/07/2017	176843	SAITECH INC.	2,099.30
11/07/2017	176844	SAM'S CLUB DIRECT	1,269.53
11/07/2017	176845	SCHOOLCRAFT COLLEGE	95.00
11/07/2017	176846	SERVER SUPPLY INC	2,360.00
11/07/2017	176847	SETH SORRELL	40.00
11/07/2017	176848	SHANE FITNESS	494.20
11/07/2017	176849	SHI INTERNATIONAL CORP	288.29
11/07/2017	176850	SHRADER TIRE & OIL	3,311.02
11/07/2017	176851	SINCLAIR RECREATION	5,519.25
11/07/2017	176852	SITONE LANDSCAPE SUPPLY, LLC	885.72
11/07/2017	176853	SOUTHERN COMPUTER WAREHOUSE	33.95
11/07/2017	176854	SPOK, INC.	160.08
11/07/2017	176855	STANTEC	5,247.18
11/07/2017	176856	STERN BROTHERS & CO	225.00
11/07/2017	176857	SUNSHINE MEDICAL	451.25
11/07/2017	176858	TAVENUS SWIFT	100.00
11/07/2017	176859	TERMINIX PROCESSING CENTER	52.00
11/07/2017	176860	TERRAFIRMA	92.00
11/07/2017	176861	TERRY CONDIT	108.00
11/07/2017	176862	THOMAS REUTERS	652.00
11/07/2017	176863	TODD BARBER	3,050.00
11/07/2017	176864	ULLIANCE	911.55
11/07/2017	176865	UTILITIES INSTRUMENTATION SERV	18,547.50
11/07/2017	176866	VALERIE BASS	396.00
11/07/2017	176867	VANTAGE APPAREL	27.00
11/07/2017	176868	VERMEER OF MICHIGAN, INC.	4,025.40
11/07/2017	176869	VOLHA YERMALENKA	225.00
11/07/2017	176870	WASHTENAW COMMUNITY COLLEGE#	2,428.67
11/07/2017	176871	WASHTENAW COUNTY LEGAL NEWS	265.25
11/07/2017	176872	WASHTENAW COUNTY TREASURER	4,412.89
11/07/2017	176873	WASHTENAW COUNTY TREASURER#	45,135.00
11/07/2017	176874	WASHTENAW COUNTY TREASURER#	400,000.00
11/07/2017	176875	WASHTENAW COUNTY TREASURER#	1,130.03
11/07/2017	176876	WASHTENAW INTERMEDIATE	3,852.87
11/07/2017	176877	WASHTENAW URGENT CARE	50.00
11/07/2017	176878	WEINGARTZ	340.92
11/07/2017	176879	WILLIAM SWEENEY	150.00
11/07/2017	176880	WILLIS FEED MILL	119.99
11/07/2017	176881	WOLFF NETWORKS, LLC	476.00
11/07/2017	176882	YPSILANTI COMMUNITY	60,300.52
11/07/2017	176883	YPSILANTI COMMUNITY SCHOOLS - WR	9,188.81
11/07/2017	176884	YPSILANTI DISTRICT LIBRARY	1,955.10
11/07/2017	176885	YSHELU JOHNSON	1,053.00
11/14/2017	176886	DTE ENERGY**	74,009.85
11/14/2017	176887	GUARDIAN ALARM	453.93
11/14/2017	176888	VERIZON WIRELESS	582.51
11/14/2017	176889	VERIZON WIRELESS	2,230.30
11/14/2017	176890	WASTE MANAGEMENT	4,775.80
11/14/2017	176891	WASTE MANAGEMENT	233.28
11/14/2017	176892	WASTE MANAGEMENT	826.63
11/14/2017	176893	WASTE MANAGEMENT	33,384.18
11/14/2017	176894	WASTE MANAGEMENT	101,384.69
11/14/2017	176895	WASTE MANAGEMENT	1,311.45
11/14/2017	176896	WASTE MANAGEMENT	29,832.88

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CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
CHECK NUMBERS 176819 - 176898

Check Date	Check	Vendor Name	Amount
11/14/2017	176897	WASTE MANAGEMENT	150.00
11/14/2017	176898	WASTE MANAGEMENT	132.77

AP TOTALS:

Total of 80 Checks:	867,542.53
Less 0 Void Checks:	0.00
Total of 80 Disbursements:	<u>867,542.53</u>

Check Date	Check	Vendor Name	Amount
Bank AP AP			
11/21/2017	177016	A & R TOTAL CONSTRUCTION, INC.	6,817.22
11/21/2017	177017	ADISA CHANEY, JR	18.00
11/21/2017	177018	AIS CONSTRUCTION EQUIPMENT	409.92
11/21/2017	177019	ALLGRAPHICS CORPORATION	228.00
11/21/2017	177020	ALLSHRED SERVICES	550.00
11/21/2017	177021	AMAZON CAPITAL SERVICES	3,636.05
11/21/2017	177022	AMERIGAS - YPSILANTI	675.96
11/21/2017	177023	ANGELA ROBINSON	24.29
11/21/2017	177024	ANN ARBOR WELDING SUPPLY CO	6.60
11/21/2017	177025	APEX SOFTWARE	1,850.00
11/21/2017	177026	AUTO VALUE YPSILANTI	530.73
11/21/2017	177027	AUTUMN HALLIWILL	26.00
11/21/2017	177028	BASIL UDEH	60.00
11/21/2017	177029	BELLE TIRE	225.28
11/21/2017	177030	BS & A SOFTWARE	18,347.00
11/21/2017	177031	CALEB DRUMMER	24.00
11/21/2017	177032	CAMPBELL TITLE AGENCY OF MICHIGAN	875.00
11/21/2017	177033	CARTER LUMBER COMPANY	104.75
11/21/2017	177034	CENTRAL CIRCULATION	80.00
11/21/2017	177035	CHELSEA BRODFUEHRER	1,524.60
11/21/2017	177036	CINCINNATI TIME SYSTEMS	743.45
11/21/2017	177037	CLOVERDALE EQUIPMENT, CO.	817.50
11/21/2017	177038	CONGDON'S	20.76
11/21/2017	177039	DELUX RENTAL	70.00
11/21/2017	177040	DETROIT LEGAL NEWS	469.00
11/21/2017	177041	DUNHAM'S SPORTING GOODS	100.00
11/21/2017	177042	EAGLE CREEK RENEWABLE ENERGY	41.67
11/21/2017	177043	EMALINE HICKS	10.00
11/21/2017	177044	EMERGENT HEALTH PARTNERS	6,321.07
11/21/2017	177045	FIBER LINK	43.75
11/21/2017	177046	FIRE SERVICE MANAGEMENT	551.86
11/21/2017	177047	GARY STAFFORD	24.00
11/21/2017	177048	GOLDEN CORRAL	2,278.10
11/21/2017	177049	GORDON CRUMP	18.00
11/21/2017	177050	GORDON FOOD SERVICE INC.	240.68
11/21/2017	177051	GOVERNMENTAL CONSULTANT	2,850.00
11/21/2017	177052	GRAINGER	560.51
11/21/2017	177053	HARRIET HANSON	3.00
11/21/2017	177054	HERITAGE-CRYSTAL CLEAN, LLC	152.58
11/21/2017	177055	HOME DEPOT	563.54
11/21/2017	177056	JANE CARR	8.67
11/21/2017	177057	JANIS RILEY	17.44
11/21/2017	177058	JOHN ZOLA	6,490.00
11/21/2017	177059	JOSEPH SMITH	30.00
11/21/2017	177060	JTW PIPES LLC	1,682.00
11/21/2017	177061	KBK LANDSCAPING, INC	4,300.00
11/21/2017	177062	KIMBERLY WASHINGTON	100.00
11/21/2017	177063	KRISTI TROY	99.51
11/21/2017	177064	LEAH DIEBEL	357.75
11/21/2017	177065	LIGHTING SUPPLY COMPANY	10.10
11/21/2017	177066	LONGS AUTOMOTIVE INC	423.28
11/21/2017	177067	LOWE'S	61.65
11/21/2017	177068	LOWER HURON SUPPLY	74.65
11/21/2017	177069	LUBRICATION ENGINEERS	1,087.20
11/21/2017	177070	MARC DUTTON IRRIGATION, INC.	500.00
11/21/2017	177071	MARIA BATIANIS	17.76
11/21/2017	177072	MARK HAMILTON	1,500.00
11/21/2017	177073	MCLAIN AND WINTERS	120,312.83
11/21/2017	177074	MCMMASTER-CARR	139.90
11/21/2017	177075	MIA SORRELL	20.00
11/21/2017	177076	MICHIGAN CHAMBER SERVICES INC.	402.00
11/21/2017	177077	MICHIGAN LINEN SERVICE, INC.	917.87
11/21/2017	177078	MIRACLE RECREATION EQUIPMENT CO.	991.34
11/21/2017	177079	MIRANDA ELEAZER	100.00
11/21/2017	177080	NAPA AUTO PARTS	22.48
11/21/2017	177081	NETWORKFLEET, INC	587.45
11/21/2017	177082	NYE UNIFORM EAST	371.26
11/21/2017	177083	OFFICE EXPRESS	1,638.02
11/21/2017	177084	ORCHARD, HILTZ & MCCLIMENT INC	9,769.00
11/21/2017	177085	PARKER ALLEN	40.00
11/21/2017	177086	PARKWAY SERVICES, INC.	470.00
11/21/2017	177087	PRIORITY SYSTEMS	181.15
11/21/2017	177088	PROFESSIONAL PUMP	8,300.00
11/21/2017	177089	PSYBUS	585.00
11/21/2017	177090	PUBLIC SAFETY CENTER	498.96
11/21/2017	177091	QUILL CORPORATION	29.54
11/21/2017	177092	RAND ROBINSON	84.00
11/21/2017	177093	RESIDEX, LLC	1,296.90

A/P Checks

Check Date	Check	Vendor Name	Amount
11/21/2017	177094	RHONDA BATES	8.88
11/21/2017	177095	RICOH USA, INC.	1,768.94
11/21/2017	177096	RKA PETROLEUM	7,355.25
11/21/2017	177097	ROCCO LEONE	32.00
11/21/2017	177098	RUBY WALKER	8.67
11/21/2017	177099	SAM'S CLUB DIRECT	68.80
11/21/2017	177100	SETH SORRELL	20.00
11/21/2017	177101	SHAWNA WAIBEL	8.67
11/21/2017	177102	SOUTHERN COMPUTER WAREHOUSE	2,309.92
11/21/2017	177103	SPARTAN DISTRIBUTORS	478.82
11/21/2017	177104	SPEARS FIRE & SAFETY SERVICE	296.00
11/21/2017	177105	SPOK, INC.	155.61
11/21/2017	177106	STADIUM TROPHY	782.42
11/21/2017	177107	STANDARD PRINTING	180.00
11/21/2017	177108	STANTEC	41,209.11
11/21/2017	177109	STERICYCLE INC	192.82
11/21/2017	177110	TERMINIX PROCESSING CENTER	52.00
11/21/2017	177111	TERRY CONDIT	54.00
11/21/2017	177112	TODD BARBER	1,975.00
11/21/2017	177113	TRANSUNION RISK & ALTERNATIVE	70.00
11/21/2017	177114	TRUGREEN	2,150.00
11/21/2017	177115	ULLIANCE	893.85
11/21/2017	177116	UTILITIES INSTRUMENTATION SERV	4,332.00
11/21/2017	177117	V & J CEMENT	4,480.00
11/21/2017	177118	VALERIE BASS	270.00
11/21/2017	177119	VAN BUREN STEEL & FABRICATING	489.00
11/21/2017	177120	VICTORY LANE	125.35
11/21/2017	177121	W.J. O'NEIL COMPANY	1,791.51
11/21/2017	177122	WASHTENAW COUNTY LEGAL NEWS	490.00
11/21/2017	177123	WASHTENAW COUNTY TREASURER#	461,638.33
11/21/2017	177124	WILLIAM BALMES	45.00
11/21/2017	177125	WOLVERINE FREIGHTLINER	3,065.71
11/21/2017	177126	YPSILANTI COMMUNITY	2,356.80
11/21/2017	177127	YPSILANTI TOWNSHIP PETTY CASH	405.52
11/21/2017	177128	YSHELU JOHNSON	499.50

AP TOTALS:

Total of 113 Checks:	755,470.06
Less 0 Void Checks:	0.00
Total of 113 Disbursements:	755,470.06

**OFFICE OF THE TREASURER
LARRY J. DOE**



**MONTHLY TREASURER'S REPORT
October 1, 2017 THROUGH October 31, 2017**

Account Name	Beginning Balance	Cash Receipts		Ending Balance
101 - General Fund	5,396,566.80	1,336,947.82	2,729,008.81	4,004,505.81
101 - Payroll	211,998.95	609,739.47	597,396.35	224,342.07
101 - Willow Run Escrow	142,882.82	48.55		142,931.37
206 - Fire Department	1,231,335.56	1,748.46	340,804.28	892,279.74
208 - Parks Fund	26,681.22	19.75	308.24	26,392.73
212 - Roads/Bike Path/Rec/General Fund	630,414.32	1,612.63	178,522.64	453,504.31
226 - Environmental Services	2,234,860.72	1,864.48	194,522.02	2,042,203.18
230 - Recreation	24,161.70	207,364.06	79,600.25	151,925.51
236 - 14-B District Court	192,590.15	470,767.55	142,676.60	520,681.10
244 - Economic Development	67,616.32	50.58		67,666.90
248 - Rental Inspections	141,688.34	16,725.62	14,127.39	144,286.57
249 - Building Department Fund	951,748.35	102,028.49	39,700.51	1,014,076.33
250 - LDFA Tax	19,360.98	14.45		19,375.43
252 - Hydro Station Fund	484,303.76	10,524.28	13,260.10	481,567.94
266 - Law Enforcement Fund	3,741,235.15	2,758.91	594,096.79	3,149,897.27
280 - State Grants	18,503.28	13.87		18,517.15
301 - General Obligation	5,200.11	3.85		5,203.96
397 - Series "B" Cap. Cost of Funds	25,470.22	19.07		25,489.29
398 - LDFA 2006 Bonds	30,314.72	12.14	29,100.00	1,226.86
498 - Capital Improvement 2006 Bond Fund	330,821.91	112.39		330,934.30
584 - Green Oaks Golf Course	206,249.31	166,145.56	172,935.62	199,459.25
590 - Compost Site	684,143.23	25,434.30	20,782.27	688,795.26
595 - Motor Pool	228,510.24	314.97	3,999.74	224,825.47
701 - General Tax Collection	92,726.14	5,988.32	10,171.94	88,542.52
703 - Current Tax Collections	4,998,336.72	532,015.49	4,520,230.94	1,010,121.27
707 - Bonds & Escrow/GreenTop	1,439,046.52	34,891.91	25,061.00	1,448,877.43
708 - Fire Withholding Bonds	135,839.68	12,281.03	85,040.29	63,080.42
893 - Nuisance Abatement Fund	73,735.63	1,435.71	9,286.45	65,884.89
ABN AMRO Series "B" Debt Red. Cap.Int.	1,817.45			1,817.45
GRAND TOTAL	23,768,160.30	3,540,883.71	9,800,632.23	17,508,411.78

**Washtenaw County
Sheriff's
Department
Presentation**

**CORE – Community
Outreach Recovery
Enforcement**

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #16**

November 21, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$2,281.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 50 hours to be paid at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$942.00
		Net Revenues	<u><u>\$942.00</u></u>
Expenditures:	Accounting Salaries pay out -PTO	101-201-000-708.004	\$875.00
	FICA	101-201-000-715.000	\$67.00
		Net Expenditures	<u><u>\$942.00</u></u>

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 60 hours to be paid at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,339.00
		Net Revenues	<u><u>\$1,339.00</u></u>
Expenditures:	Treasurer Salary pay out PTO	101-253-000-708.004	\$1,244.00
	FICA	101-253-000-715.000	\$95.00
		Net Expenditures	<u><u>\$1,339.00</u></u>

236 - 14B DISTRICT COURT FUND

Total Increase \$40,000.00

Request to increase the Grant line for both revenues and expenditures for the period between October 1, 2017 and December 31, 2017, which is part of the 2018 Grant agreement. This will be funded by the reimbursement from the State Grant Program.

Revenues:	Prior Year Fund Balance	236-000-000-569.019	\$40,000.00
		Net Revenues	<u><u>\$40,000.00</u></u>
Expenditures:	Court Innovation Grant	236-136-000-802.100	\$40,000.00
		Net Expenditures	<u><u>\$40,000.00</u></u>

Motion to Amend the 2017 Budget (#16):

Move to increase the General Fund budget by \$2,281 to \$11,172,727 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund by \$40,000 to \$1,977,300 and approve the department line item changes as outlined.

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: November 13, 2017

RE: Board approval of the 2018 Compost Pricing schedule

Please see the proposed Compost Pricing sheet for the 2018 season.

We plan to include this in our ‘Welcome Packet’ we will be sending to our residents next month.

Please note the yellow highlighted areas where there is a change from 2017 to 2018.

Notably, these are:

For 2018, we have removed the unacceptable items of wire & fencing fabric as they were duplicates.

We added ‘doors removed’ to the refrigerators.

We added an “economy mulch” & priced it at \$8.50/yd., as it requires double grinding & dropped the price of additional regular free “wood chips” to \$5/yd.

We raised the price of “Freon related items” from \$5-\$10 due to the increasing costs of handling the Freon.

Compost Site

2600 East Clark Rd., Ypsilanti, MI 48198 - Phone: 734.482.6681



Acceptable Items for Composting

- Brush, Grass, Leaves, Woodchips

Acceptable Items for Recycling

- Automobile Batteries
- Freon related items:
 - Freezer, de-humidifier, refrigerator, water cooler, air-conditioner, etc.
- Household Recycle Items
- Scrap Metal – **no metal fencing**
- White Goods: i.e., dryer, stove, humidifier, washer, water heater, etc.

Acceptable Items For Refuse Dumpster

- Carpet
- Drywall
- Furniture
- Household batteries
- Landscaping Timbers
- Lumber
- Mattress/Box Spring
- Paint (**dried latex only**)
- Shingles

Unacceptable Items For Refuse Dumpster

- Computer & related items
- Concrete, wire
- Fencing Fabric
- Fluorescent tubes/bulbs
- Household chemicals
- Paint (oil based/enamel)
- Propane Tanks
- Tires (with or without rims)

2017 Price Menu

<u>Item</u>	<u>Ypsilanti Township</u>	<u>City of Ypsilanti</u>	<u>Superior Township</u>	<u>All Others</u>
Compost	2 yds. free (add'l \$8/yd.)	\$12/yd	\$12/yd	\$12/yd
Wood Chips	3 yds. free (add'l \$7.50/yd.)	\$7.50/yd	\$7.50/yd	\$7.50/yd
Wood Mulch	\$13.50 yd	\$13.50 yd	\$13.50/yd	\$13.50/yd
Screened Asphalt Millings	\$10.00 yd	\$10.00 yd	\$10.00 yd	\$10.00 yd
Unscreened Asphalt Millings	\$8.00 yd	\$8.00 yd	\$8.00 yd	\$8.00 yd
Yard Waste	No charge Twp. Resident	Invoice City \$11.50/yd	\$11.50/yd.**	\$13/yd
Wood > 1 ft. diameter	\$13/yd	\$13/yd	\$13/yd	\$13/yd
Trash – 1 cyd. min.	\$15/yd	\$22/yd	\$22/yd.**	\$22/yd
Scrap Metal	No Fee	No Fee	No Fee	No Fee
Automobile Batteries	No Fee	No Fee	No Fee	No Fee
Freon related items	\$5.00 each	\$20.00 each	\$20.00 each**	\$20.00 each

Hours of Operation

April – November / Monday – Friday / 8:00 a.m. – 4:00 p.m.

Saturday 9:00 a.m. – 4:00 p.m.

Winter Hours: December – March / Saturday ONLY / 9:00 a.m. – 4:00 p.m.

Cash or check only. Please check in with gate attendant - proof of residency is required.

Please do not leave materials outside the gate. All prices are set at a minimum charge.

**Superior residents eligible for max. reimbursement of \$50.00 one time per year.

Compost Site

2600 East Clark Rd., Ypsilanti, MI 48198 - Phone: 734.482.6681



Acceptable Items for Composting

- Brush, Grass, Leaves, Woodchips

Acceptable Items for Recycling

- Automobile Batteries
- Freon related items:
 - Refrigerator/Freezer (doors removed), de-humidifier, water cooler, air-conditioner, etc.
- Household Recycle Items
- Scrap Metal – **no metal fencing**
- White Goods: i.e., dryer, stove, humidifier, washer, water heater, etc.

Acceptable Items In Refuse Dumpster

- Carpet
- Drywall
- Furniture
- Household batteries
- Landscaping Timbers
- Lumber
- Mattress/Box Spring
- Paint (**dried-latex only**)
- Shingles

Unacceptable Items In Refuse Dumpster

- Computer & related items
- Concrete
- Fluorescent tubes/bulbs
- Household chemicals
- Paint (oil based/enamel)
- Propane Tanks
- Tires (with or without rims)

2018 PRICE MENU

<u>Item</u>	<u>Ypsilanti Township</u>	<u>City of Ypsilanti</u>	<u>Superior Township</u>	<u>All Others</u>
Compost	2 yds. free (add'l \$8/yd.)	\$12/yd	\$12/yd	\$12/yd
Wood Chips	3 yds. free (add' \$5.00/yd.)	\$5.00/yd	\$5.00/yd	\$5.00/yd
Wood Mulch	\$13.50/yd	\$13.50/yd	\$13.50/yd	\$13.50/yd
Economy Mulch	\$8.50/yd	\$8.50/yd	\$8.50/yd	\$8.50/yd
Screened Asphalt Millings	\$10.00 yd	\$10.00 yd	\$10.00 yd	\$10.00 yd
Unscreened Asphalt Millings	\$8.00 yd	\$8.00 yd	\$8.00 yd	\$8.00 yd
Yard Waste	No charge Twp. Resident	Invoice City \$11.50/yd	\$11.50/yd.**	\$13/yd
Wood > 1 ft. diameter	\$13/yd	\$13/yd	\$13/yd	\$13/yd
Trash – 1 cyd. min.	\$15/yd	\$22/yd	\$22/yd.**	\$22/yd
Scrap Metal	No Fee	No Fee	No Fee	No Fee
Automobile Batteries	No Fee	No Fee	No Fee	No Fee
Freon related items	\$10.00 each	\$20.00 each	\$20.00 each**	\$20.00 ea

Hours of Operation

**Superior residents eligible for max. reimbursement of \$50.00 one time per year.

April – November / Monday – Friday / 8:00 a.m. – 4:00 p.m.

Saturday 9:00 a.m. – 4:00 p.m.

Winter Hours: December – March / Saturday ONLY / 9:00 a.m. – 4:00 p.m.

Cash or check ONLY. Please check in with gate attendant - proof of residency is required (drivers license). Please do not leave materials outside the gate. All prices are set at a minimum charge.

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www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director – Residential Services Department

DATE: November 13, 2017

RE: Approval & authorization of signing of a 1-year maintenance contract with W.J. O’Neil Company for preventative maintenance, & emergency repair of the mechanical systems at Township buildings.

Over the past few years, we have been experiencing and increasing amount of necessary maintenance on our boiler and air conditioning / fan systems. In 2016, we spent over \$4,000 at the Civic Center alone and we are already at that dollar figure for 2017 and the year is not quite over yet.

As you may recall, all of the Civic Center mechanical equipment was installed in 2009 (8 years old) and the Community Center in 2011(6 years), the warranties are now long expired and the units are requiring additional work to keep them operating in extreme temperatures. We also had equipment installed at the LEC & 14B Court (2011).

In the time since the warranty expiration, we have called upon W.J. O’Neil to do our mandatory state boiler inspections, but also when our boilers & air conditioning have failed over the past few years. They have been very responsive as their service reps live here in Washtenaw Co. Furthermore, they take the time to show our maintenance staff how to trouble shoot the issues to try to save (comfort) calls and trips in the future. By being under a contract, we also get priority over others when it comes to an emergency heat or A/C call. We also get a 33% discount on the hourly rate of their work.

I am asking that we authorize the signing of a 1-year contract with W.J. O'Neil to enter a maintenance contract for our mechanical systems at the following 4 buildings and for the monthly costs as follows:

Civic Center----- \$833/month & budgeted in 101.265.000.818.001
Community Center--\$1,135/month & budgeted in 230.751.000.818.002
14B Court-----\$391/month & budgeted in 236.136.000.933.001
L. E. C-----\$415/month & budgeted in 266.301.000.931.015

The contracts would run from January 1, 2018 through the end of the calendar year.

There would still be some repair charges when things break down or need additional work, but with this agreement, 90% of the 'surprise' breakdowns should be avoided.

You will find the description & timing of their services in the attached documents as listed per building.

PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
City Hall
7200 S. Huron River Drive
Ypsilanti, Michigan 48197



Attn: Mr. Jeff Allen - Director

PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate \$105.00 per man-hour for Mon – Fri. except Holidays.
- Preferred customer overtime service rate \$155.00 per man-hour for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates \$195.00 for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a \$ 70.00 daily truck charge.

INSPECTION SCHEDULES:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Chiller 1				SS		CC	O					
Pump 1	O			O			O					
Pump 2	O			O			O					
AHU-1	O,FC			O,FC			O,FC			O,FC		
AHU-2	O,FC			O,FC			O,FC			O,FC		
AHU -3	O,FC			O,FC			O,FC			O,FC		
AHU-4	O,FC			O,FC			O,FC			O,FC		
Boiler 1	O									CSD-1		
Boiler 2	O									CSD-1		
Boiler 3	O									CSD-1		
HW Pump 1	O									O		
HW Pump 2	O									O		
Sidewalk Boiler	O									CSD-1		
UH-1										FS		
AC-1				SS		CC	O					

Service Delivery
Key for designations
O = Operational Assessment
FC = Filter Change
CC = Condenser Coil Cleaning
SS = Spring Start-up
FS = Fall Start-up
CSD-1 = State Boiler Safety Test



EQUIPMENT:

1	City Hall Upper Roof	Chiller 1	Trane	RTAC155	U10A06399
1	City Hall Upper Mech Rm	Pump 1	Marathon	213TTDBA4026AA	5 HP
1	City Hall Upper Mech Rm	Pump 2	Marathon	213TTDBA4026AA	5 HP
1	City Hall Upper Mech Rm	AHU-1			
1	1st Floor	AHU-2			
1	2nd Floor	AHU -3			
1	Board Room	AHU-4			
1	Boiler Room	Boiler 1	Copper Fin 2	KBN800	L08H10089033
1	Boiler Room	Boiler 2	Copper Fin 2	CHN1441	L08H00215335
1	Boiler Room	Boiler 3	Lochinvar	Knight XL800	
1	Boiler Room	HW Pump 1	Marathon		2 HP
1	Boiler Room	HW Pump 2	Marathon		2 HP
1	Maintenance Shop	UH-1			
1	Maintenance Shop	AC-1			

SERVICES PROVIDED

Air Handlers

Operational Assessment / Quarterly

- Check air filter and housing integrity.
- Change air filter quarterly.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check variable frequency drive for proper operation.
- Check for proper operation of cooling or heating coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check drive, alignment, wear, seating and operation.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth. Clean as needed.
- Check coil fins for evidence of build-up or fouling.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Check condensate drain for proper operation.

Chillers-Air-Cooled

Inspection / Maintenance Task Frequency

- Check control system and devices for evidence of improper operation.
- Check condenser fan for wear and proper alignment.
- Check variable frequency drive for proper operation.
- Check control box for dirt, debris and/or loose terminations.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures and/or temperatures.
- Check for fouling, corrosion or degradation.



- Lubricate field serviceable bearings.
- Check for proper fluid flow.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check compressor oil level and or pressure on refrigerant systems having oil level and or pressure measurement means.

Boilers

Seasonal Start Up/ Annual

- Inspect blow-down or drain valve. Clear all debris to ensure proper operation.
- Check pumps and controls.
- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose connections. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check for evidence of build-up or fouling on heat exchange surfaces (tubes).
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Examine heat exchange for cracks or holes.

Boilers

CSD -1 / Annual

- Perform and document State Safety Test with Combustion Analysis.

Boilers

Operational Assessment / Annual

- Check control system and devices for evidence of improper operation.
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Examine heat exchange for cracks or holes.

Pumps

Operational Assessment / Semi-Annual

- Check control system and devices for evidence of improper operation.
- Check variable frequency drive for proper operation.
- Visually inspect pumps and associated electrical components.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check drive alignment, wear, bearing and coupling seating and operation.
- Check for proper fluid flow.
- Lubricate field serviceable bearings.

Unit Heaters

Fall Start up / Annual

- Check control system and devices for evidence of improper operation.
- Check for proper operation of heat exchanger.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check fan blades to ensure proper operation.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Lubricate field serviceable bearings.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from **January 1, 2018** to **December 31, 2018** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$9,996 (Nine Thousand Nine Hundred Ninety-six and 00/100 Dollars)
Payable in 12 Monthly payments @ \$833.00 Month**

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY

Company

By:



By: Mark A. Pavlicek
Service Sales Account Executive

Title:

Date:



PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
Ypsilanti Community Center
2025 E. Clark Road
Ypsilanti, Michigan 48198



Attn: Mr. Jeff Allen - Director

PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate \$105 per man-hour for Mon – Fri. except Holidays.
- Preferred customer overtime service rate \$155 per man-hour for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates \$195 for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a \$ 70.00 daily truck charge.

INSPECTION SCHEDULES:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
RTU-1	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-1A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-2	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-2A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-3	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-4	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-5	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-6	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-6A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-7	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-7A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-8	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-8A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-9	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-10	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-11	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-12	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-13	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-14	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-15	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-16	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-17	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-18	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-19	O,FC			SS,FC			CC,O,FC			FS, FC		
UH - 1										FS		
UH - 2										FS		



Service Delivery
Key for designations
O = Operational Assessment
FC = Filter Change
CC = Condenser Coil Cleaning
SS = Spring Start-up
FS = Fall Start-up

EQUIPMENT:

RTU-1	Trane	YSC036A3RLA2YD000A1000000	815100181L
RTU-1A	Trane	YSC036E3RHA19D000A10201A0	111110717L
RTU-2	Trane	YSC036E3RHA19D000A10201A0	111110701L
RTU-2A	Trane	YSC036A3RLA2YD000A1000000	815100177L
RTU-3	Trane	YSC060E3RHA18D000A10201A0	111110631L
RTU-4	Trane	YSC072E3RHA12D000A10201A0	111110642L
RTU-5	Trane	YSC060E3RHA18D000A10201A0	111110623I
RTU-6	Trane	YSC060E3RHA18D000A10201A0	111110679L
RTU-6A	Bryant	580FPV036074ABGA	0504G30414
RTU-7	Trane	YSC060E3RHA18D000A10201A0	111110639L
RTU-7A	Bryant	580FPV036074ABGA	0504G30413
RTU-8	Trane	YSC060E3RHA18D000A10201A0	111110655L
RTU-8A	Bryant	580FPV036074ABGA	0504G30410
RTU-9	Trane	YSC060E3RHA18D000A10201A0	111110671L
RTU-10	Trane	YSC060E3RHA18D000A10201A0	111110663L
RTU-11	Trane	YSC048E3RHA17D000A10201A0	111110611L
RTU-12	Trane	YSC060E3RHA18D000A10201A0	111110613L
RTU-13	Trane	YSC060E3RHA18D000A10201A0	111110647L
RTU-14	Trane	YSC048E3RHA17D000A10201A0	111110621L
RTU-15	Trane	YSC036E3RHA19D000A10201A0	111110725L
RTU-16	Trane	YSC036E3RHA19D000A10201A0	111110693L
RTU-17	Trane	YSC036E3RHA19D000A10201A0	111110733L
RTU-18	Trane	YSC036E3RHA19D000A10201A0	111110709L
RTU-19	Trane	YSC048E3RHA17D000A10201A0	111110629L
UH - 1	Reznor		
UH - 2	Reznor		



SERVICES PROVIDED

Rooftop Units

Heating Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check for evidence of build-up or fouling on heat exchange surfaces.
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, leaks, moisture problems, condensation, and combustion products.
- Inspect burners, orifices, ignition system, pilots, control valves and all wiring.
- Inspect heat exchanger for signs of corrosion or cracks.

Rooftop Units

Operational Assessment

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Check for proper damper operation. Adjust as needed.

Rooftop Units

Condenser Coil Cleaning

- Inspect condenser coil for leaks or corrosion.
- Straighten bent fins.
- Remove any foreign objects.
- Clean coils with coil cleaner and water.

Rooftop Units

Cooling Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check for proper operation of cooling coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades to ensure proper operation.
- Check refrigerant system pressures or temperatures.
- Check integrity of all panels on equipment.



- Inspect compressor(s) for any refrigerant or oil leaks.
- Inspect condensate drain line for proper drainage.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check evaporator coil fins to ensure they are properly functioning.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check for excessive scale or debris on condenser surfaces.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate drains for proper operation.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.

Unit Heaters

- Check control system and devices for evidence of improper operation.
- Check for proper operation of heat exchanger.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check fan blades to ensure proper operation.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Lubricate field serviceable bearings.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from **January 1, 2018** to **December 31, 2018** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$13,620 (Thirteen Thousand Six Hundred Twenty and 00/100 Dollars)
Payable in 12 Monthly payments @ \$1,135 per Month**

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY

Company



By:

By: Mark A. Pavlicek, C.E.M.
Account Executive

Title:

Date:



PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
14B District Court
7200 S. Huron River Drive
Ypsilanti, Michigan 48197



Attn: Mr. Jeff Allen - Director

PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate \$105.00 per man-hour for Mon – Fri. except Holidays.
- Preferred customer overtime service rate \$155.00 per man-hour for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates \$195.00 for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a \$ 70.00 daily truck charge.

INSPECTION SCHEDULES:

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
RTU 1	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 2	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 3	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 4	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 5	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 6	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 7	O,FC			SS,FC			CC,O,FC			FS, FC		

Service Delivery
Key for designations
O = Operational Assessment
FC = Filter Change
CC = Condenser Coil Cleaning
SS = Spring Start-up
FS = Fall Start-up



EQUIPMENT:

1	City Hall Lower Roof	RTU 1	Carrier	48HCEA06BZA5A2B0A0	0711G00416
1	City Hall Lower Roof	RTU 2	Carrier	48PGEC08BD-50-A0	1011G00014
1	City Hall Lower Roof	RTU 3	Carrier	48HCEA04B2A5A2B0A0	0711G30412
1	City Hall Lower Roof	RTU 4	Carrier	48PGC12BD-50-A0	0911G50022
1	City Hall Lower Roof	RTU 5	Bryant	580FPV0914180AA	0906G20661
1	City Hall Lower Roof	RTU 6	Carrier	48PGEC08BD-50-A0	1011G00013
1	City Hall Lower Roof	RTU 7	Carrier	48PGEC12DB-50-A0	0911G50023

SERVICES PROVIDED

Rooftop Units

Heating Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check for evidence of build-up or fouling on heat exchange surfaces.
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, leaks, moisture problems, condensation, and combustion products.
- Inspect burners, orifices, ignition system, pilots, control valves and all wiring.
- Inspect heat exchanger for signs of corrosion or cracks.

Rooftop Units

Operational Assessment

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Check for proper damper operation. Adjust as needed.

Rooftop Units

Condenser Coil Cleaning

- Inspect condenser coil for leaks or corrosion.
- Straighten bent fins.
- Remove any foreign objects.
- Clean coils with coil cleaner and water.

Rooftop Units

Cooling Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check for proper operation of cooling coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades to ensure proper operation.
- Check refrigerant system pressures or temperatures.
- Check integrity of all panels on equipment.
- Inspect compressor(s) for any refrigerant or oil leaks.
- Inspect condensate drain line for proper drainage.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check evaporator coil fins to ensure they are properly functioning.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check for excessive scale or debris on condenser surfaces.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate drain line for proper drainage.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from **January 01, 2018** to **December 31, 2018** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$4,692 (Four Thousand Six Hundred Ninety-two and 00/100 Dollars)
Payable in 12 Monthly payments @ \$391 Per Month**

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY

Company

By:



By: Mark A. Pavlicek, C.E.M.
Account Executive

Title:

Date:



PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
Law Enforcement Center
1501 S. Huron Street
Ypsilanti, Michigan 48197



Attn: Mr. Jeff Allen

PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate \$105 per man-hour for Mon – Fri. except Holidays.
- Preferred customer overtime service rate \$155per man-hour for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates \$195 for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a \$ 70.00 daily truck charge.

INSPECTION SCHEDULES:

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AHU-1	O,FC			SS,FC			O,FC			FS,FC		
COND -1				SS			O,CC					
BOILER 1	O									CSD-1		
BOILER 2	O									CSD-1		
PUMP 1	O									O		
PUMP 2	O									O		
BOILER PUMP 1	O									O		
BOILER PUMP 2	O									O		
HW HEATER	O									CSD-1		
EVAP-1	O			SS			O,CC			O		
COND-2	O			SS						O		

EQUIPMENT:

AHU-1	Trane	UCCAF21A0A0EYB10000003HEJ00BAOOO	K14F50063
COND -1	Trane	RAUJC30EBO300DF00020	C14F03694
BOILER 1	Lochinvar	KBN400	L13H10282112
BOILER 2	Lochinvar	KBN400	J12H10234270
PUMP 1	Grundfos	MAGNA3 65-150 F 340	10000532
PUMP 2	Grundfos	MAGNA3 65-150 F 340	10000567
BOILER PUMP 1	Grundfos		
BOILER PUMP 2	Grundfos		
HW HEATER	Bradford White	RG250T6N	NE37652072
EVAP-1	Mitsubishi	MSZ-GE24NA	
COND-2	Mitsubishi	MXZ-3B24NA	32U06249B



SERVICES PROVIDED

Air Handlers (TRANE)

Inspection

- Check air filter and housing integrity.
- Change air filters quarterly.
- Check P-trap. Prime as needed to ensure proper operation. (Spring Startup)
- Check fan belt tension. Check for belt wear and proper alignment.
- Replace belts annually.
- Check variable frequency drive for proper operation.
- Check for proper operation of cooling or heating coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures and/or temperatures.
- Check for fouling, corrosion or degradation.
- Check drive, alignment, wear, seating and operation.
- Check integrity of all panels on equipment
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check coil fins for evidence of build-up or fouling.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.

Boilers (LOCHINVAR)

Inspection

- Inspect blow-down or drain valve. Clear all debris to ensure proper operation.
- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose connections. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check for evidence of build-up or fouling on heat exchange surfaces (tubes).
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Perform annual CSD-1 test and Combustion Analysis with documentation.

Condensing Units (TRANE & MITSUBISHI)

Inspection

- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motors contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures or temperatures.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Inspect air-cooled condenser surfaces.
- Clean condenser coils with coil cleaner and water.
- Check low ambient head pressure control sequence for proper operation.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.



Indoor Section Duct-Free Splits (MITSUBISHI)

Inspection

- Check air filter and housing integrity.
- Check for particulate accumulation on filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap drain. Clean if necessary.
- Check for proper operation of cooling coil.
- Check fan blades to ensure proper operation.
- Check refrigerant system temperatures.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check coil fins to assure proper functioning.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate pump

Pumps (GRUNDFOS)

Inspection

- Check control system and devices for evidence of improper operation.
- Visually inspect pumps and associated electrical components.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check drive alignment, wear, bearing and coupling seating and operation.
- Check for proper fluid flow.
- Lubricate field serviceable bearings if applicable.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from **January 1, 2018** to **December 31, 2018** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$4,980 (Four Thousand Nine Hundred Eighty and 00/100 Dollars)
Payable in 12 Monthly payments @ \$415 Per Month**

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY

Company

By:



Mark A. Pavlicek, C.E.M.
Account Executive

Title:

Date:





14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE
YPSILANTI, MICHIGAN 48197-7099

CRIMINAL/TRAFFIC (734) 483-1333
CIVIL (734) 483-5300
FAX (734) 483-3630



HON. CHARLES POPE
DISTRICT COURT JUDGE

MARK W. NELSON
MAGISTRATE

To: Karen Lovejoy Roe, Clerk

From: Mark Nelson, Magistrate / Court Administrator

Re: Request to authorize renewal of drug court grant and accept grant funds in the amount of \$155,000.00 to line item 236.000.000-569.019 and expenditure in a corresponding amount to line item 236.136.000-802.100.

Date: November 7, 2017

The 14B Court is requesting renewal approval of the attached contract to accept grant funds from State Court Administrative Office under Office of Highway Safety Planning for the Court's Drug Court Docket. This grant is a one year grant in the amount of \$155,000.00 to allow continued operation of the drug court docket at the 14B District Court. Under Michigan Statute, drug courts can place defendants for non-violent drug related offenses on probation with more intensive and directed supervision and treatment.

Along with approval of the contract, the Court is requesting that grant funds in the amount of \$155,000.00 be accepted and added to the remainder of 2017 budget and as budgeted for in the 2018 budget prorated over the two years. The income and expenditure line items are 236.000.000-569.019 and 236.136.000-802.100 respectively. While the current request is to prorate the entire amount between the two fiscal years, it may be necessary to make adjustments at the end of 2017 to the budgets to accommodate for actual expenditures in 2017.

Attached is a copy of the contract and a copy of the award letter for the grant. If any additional information is needed, please do not hesitate to contact me.

**STATE COURT ADMINISTRATIVE OFFICE (SCAO)
OFFICE OF HIGHWAY SAFETY PLANNING (OHSP) GRANT**

**Subcontract Agreement
between**

SCAO

Federal I.D. Number: 38-6000134

and

GRANTEE: 14B District Court — Hybrid DWI/Drug Court

Federal I.D. Number: 38-6007433

Contract Number: 10719

Grant Amount: \$155,000

Project Title: SCAO OHSP Grant Program

CFDA Number: 20.601

CFDA Title: Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant

Federal Agency Name: U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA)

Federal Grant Award Number: AL-18-05

Federal Program Title: Alcohol Impaired Driving Countermeasures Incentive Grants I

- I. **Period of Agreement:**
This agreement shall commence on October 1, 2017 and terminate on September 30, 2018. This agreement is in full force and effect for the period specified in this section and must be signed prior to the initiation of any associated subcontract activity unless an exception is explicitly granted by the SCAO.
- II. **Agreement Amount and Budget:**
This agreement incorporates the Grantee's approved grant application request and most recently approved budget. Except as provided in Section § XXI, any changes to the Project Budget must be requested by the Grantee with a Contract Amendment form in WebGrants, subject to approval by the SCAO. Budget deviation allowances are not permitted.
- III. **Relationship:**
The Grantee is an independent contractor, and it is understood that the Grantee is not an employee of the SCAO. No employee, agent, or subcontractor of the Grantee is an employee of the SCAO. No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either

express or implied, shall arise or accrue to either party as a result of this contract. The Grantee is not eligible for, and will not participate in, any such benefits. The Grantee is responsible for payment of all taxes, including federal, state, and local taxes arising out of the Grantee's activities in accordance with this agreement, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees. The Grantee understands and agrees that all parties furnishing services pursuant to this agreement are, for purposes of workers' compensation liability or other actions of employee-related liability, not employees of the SCAO. The Grantee bears the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees for injuries arising from or connected with services performed pursuant to this agreement. The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

IV. **Insurance:**

The Grantee shall carry insurance coverage or self-insurance in such amounts as necessary to cover all claims arising out of the Grantee's operations under the terms of this agreement.

V. **Scope of Services:**

Upon signing of this agreement, the SCAO agrees to provide funding from the Grant in an amount not to exceed the amount of this agreement. In no event does this agreement create a charge against any other funds of the SCAO or the Michigan Supreme Court. The Grantee, and the Grantee's employees or subrecipient subcontractors, shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described in this agreement and in any amendments to this agreement. Commitment of state resources for the acquisition of goods and services, and execution of purchase orders, agreements, and similar agreements, shall remain the sole responsibility of the SCAO.

VI. **Statement of Work:**

The Grantee agrees to undertake, perform, and complete the services described in its approved grant application. Any changes to the work described in the grant application must be requested using a Contract Amendment form in WebGrants. The Grantee may not assign the performance under this agreement to any other entity or person who is not an employee of the Grantee except with prior written approval of the SCAO. All provisions and requirements of this agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this agreement and shall be responsible for the performance of any contracted work.

VII. **Published Reports:**

All published reports generated from this project must include the following disclosure statement:

"This report was prepared in cooperation with the State Court Administrative Office, Michigan Office of Highway Safety Planning and U. S. Department of Transportation, National Highway Traffic Safety Administration. The opinions, findings, and conclusions expressed in this publication are those of the author(s) and not necessarily those of the State Court Administrative Office, Michigan Office of Highway Safety Planning or the U. S. Department of Transportation, National Highway Traffic Safety Administration."

VIII. **General Public Information and Education Requirements:**

- A. All original electronic files including, designs, concepts, photographs, video, and audio financed with grant funds shall be delivered to the SCAO by an agreed upon due date between SCAO and the Grantee. The items will remain property of the SCAO, and shall not be subject to copyright protection by the Grantee or their agents. Items will be submitted to the SCAO immediately after production of the item. The SCAO will hold the final grant reimbursement until all of the above items have been submitted. The Grantee shall not enter into agreement that includes any time limits on rights for music, talent, artwork, or photographs. The Grantee shall inform all vendors, subrecipient subcontractors, or their agents of this requirement before authorizing work to be performed.
- B. All printed public information and education materials and videos are required to contain logos as designated by the OHSP, which are available in electronic formats upon request. See printing requirements listed below for more details. Audio materials must include the OHSP tag line (see State of Michigan Printing Requirements below.) All materials, including audio and video materials and scripts must be submitted for review and approval by SCAO prior to production
- C. All videos, print photography, or graphics shall depict drivers and passengers to be properly restrained by safety belts or child passenger safety devices unless the lack of restraints is for demonstration and educational purposes.
- D. Messaging costs which are of a public relations nature and designed in-whole or in-part to promote either an individual or an agency, is prohibited and not eligible for reimbursement.
- E. The following byline shall be placed on all printed public information and education materials: "This material was developed through a project funded by the Michigan Office of Highway Safety Planning and the U.S. Department of Transportation."
- F. All public communications or news releases concerning this project shall state the project is finance with funds administered through OHSP.
- G. The purchase of program advertising space by Grantees on TV, radio, magazines, newspapers, billboards, etc. may be approved on a case-by-case basis.

IX. **State of Michigan Printing Requirements:**

The following items require the prior approval of the SCAO:

- Flyers
- Posters
- Brochures
- Annual reports
- Newsletters
- Printing projects that include silk screened folders or binders, die-cut folders or covers, holograms, foil printing, embossing, or engraving.

Paper stock shall be standard sizes, as unusual sizes and special-order paper stock is more expensive than standard size and result in additional waste.

X. **Copies:**

The SCAO will require one electronic copy of any publication produced with traffic safety grant funds if print copies are not available or if the items are not distributed statewide, and it is not available online. The copy can be submitted via email, CD, or

flash drive. The SCAO will require fifteen copies of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. These copies are distributed throughout the state of Michigan's library system:

- Annual reports
- Manuals, handbooks, and training materials
- News releases
- Statistics

The SCAO will require three copies of any of the following produced with traffic safety grant funds if they are distributed statewide and not available online. These copies are housed as part of Michigan's library system:

- Posters
- Brochures
- Flyers

If the publication is available on a publicly accessible website, no printed copy is required. However; an email which includes a link to the document must be provided to the SCAO. The state of Michigan's library system will then include it in its digital archive.

XI. **Closed Captioning:**

All DVDs must be closed captioned. This includes any online videos.

XII. **Social Media Use and Approval:**

The creation of social media accounts such as Facebook and Twitter for state or federally funded grants and projects require prior approval from SCAO before release to the public.

XII. **Performance Measurement Data and Reporting:**

The Grantee agrees to submit and is responsible for timely, complete, and accurate reports as identified in Attachment 1. The failure of the Grantee to comply with this requirement may result in the withholding of funds and/or termination of this agreement. The data for each participant who is screened or accepted into the program must be entered into the Drug Court Case Management Information System (DCCMIS). If any report is thirty days past due, a delinquency notice will be sent via email notifying the Grantee that it has 15 days to comply with the reporting requirement. Forty-five days past the due date, a forfeiture notice will be sent to the Grantee via the U.S. Postal Service notifying it that its funding award has been rescinded due to contract noncompliance.

XIII. **Payment Processing:**

A. The SCAO, in accordance with the general purposes, objectives, and terms and conditions of this agreement, will provide payment to the Grantee based upon appropriate reports, records, and documentation maintained by the Grantee. All costs shall be actual and supported by source documentation. Financial reimbursement will be delayed until all backup documentation is received by SCAO. A document entitled "Acceptable Back up Documentation for Federal Cost Claims" is available from the OHSP to assist with identifying adequate back-up documentation. Costs charged to this grant cannot be charged to any other program. Costs must be net of all applicable credits such as purchase

discounts, rebates or adjustments of overpayments or erroneous charges. Payment requests must be submitted to the SCAO in a timely manner such that the SCAO can subsequently request reimbursement from the OHSP within the required reimbursement period. The Grantee must sign up through the online vendor registration process to receive payments as Electronic Funds Transfers (EFT)/Direct Deposits. Registration information is available through the Department of Technology, Management, and Budget's website at: http://www.michigan.gov/budget/0,1607,7-157-13404_37161-179392--,00.html.

- B. The Grantee shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined in the SCAO's fiscal procedures. Any under-recoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.
- C. Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the Grantee from grant supported activities. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Program income must be netted against costs incurred within the grant or returned to the SCAO, unless prior permission is obtained from the SCAO to use the funds for other traffic safety projects. Contact SCAO for further information.
- D. All SCAO projects are based on the cost reimbursement concept; i.e., state, local, or private funds shall be expended before reimbursement is provided. Reimbursement is based on submission of progress and financial reports. All requested information should be submitted electronically through WebGrants. A financial report submitted to the SCAO by the Grantee shall contain the following to be considered complete:
 - a) A copy of a report for the current period generated by the Grantee's official accounting system which shows a description of the item and the actual amount spent. Some examples of acceptable reports include a detailed general ledger, a transaction ledger, a payroll journal, a detailed budget/expenditure report. The report must match the amount being requested for reimbursement.
 - b) Copies of invoices must be included.
 - c) Additional documentation as requested by SCAO.
 - d) Financial reports are due on a quarterly basis. Financial report due dates are specified in Attachment 1. Financial reports must be submitted even when the project experiences no costs. In this case, a "zero" financial report shall be submitted. The submission of financial reports is mandatory and non-compliance can result in termination of the grant.
- E. Payments for salaries and wages shall be supported by time and attendance reports, based on an after-the-fact distribution of time, which shows details of the activities performed. Grantees must maintain activity logs which document the actual amount of time spent on this grant project, and describe the nature of the activities performed. If the grant is funded from multiple sources, the logs must show the activity by fund source. This documentation must be submitted with the financial reimbursement request.
- F. Reimbursement for wages and fringe benefits shall be based on actual costs not

budgeted rates. Only those fringe benefit costs that actually increase as a result of hours worked on this project can be claimed for reimbursement. For overtime wages, those costs typically include FICA, workers compensation, and retirement, but if any of these costs are structured so that they don't increase with overtime, they cannot be reimbursed. For straight-time grant-funded positions, all fringe benefits associated with the position may be claimed to the extent that the position has been approved for reimbursement (e.g., if 50 percent of the position is grant funded, 50 percent of the fringe benefits can be claimed). Fringe benefit rates must be reasonable, in accordance with federal cost principles. Grantees shall comply with all state labor laws.

- G. Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. All Grantees or sub-grantees awarding contracts or subcontracts shall comply with the terms and conditions of Title 49 Code of Federal Regulations, Part 18 – Uniform Administrative Requirements For Grant And Cooperative Agreements To State and Local Governments, § 18.36 Procurement. A copy of the contract shall be submitted to SCAO when available.
- H. Only eligible operating costs specifically listed in the approved grant budget will be reimbursed.
- I. Automotive expenses submitted shall be based on the actual costs incurred. In most cases, this will be calculated by multiplying actual miles driven times mileage rate. The rate will be determined when the grant is approved, but will generally be the IRS business mileage rate. With prior approval, reimbursement may be allowed based on the actual costs incurred for gasoline, maintenance, insurance, and other vehicle expenses.
- J. Reimbursements for travel (meals, lodging, mileage, etc.) cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates. Exceptions to this for unusual situations require prior approval by the SCAO prior to incurring the expense.
- K. Postage, telephone, and grant related travel costs shall be documented by log or meter and submitted with the reimbursement request.
- L. Only program activities and expenses detailed in the approved grant budget and incurred during the grant period are eligible for reimbursement. Expenses incurred that are not detailed in the approved grant budget or outside the grant period will not be reimbursed. Costs cannot exceed the approved grant award.
- M. Goods purchased through the grant shall be received in acceptable conditions. If goods are not received in acceptable condition within thirty (30) days prior to the grant ending, the Grantee shall contact the SCAO program coordinator.
- N. The Grantee shall use generally accepted accounting principles.
- O. A separate account or fund must be established for this project. A separate account is required to be maintained by all agencies receiving grant funds from the SCAO regardless of the dollar amount. In addition, Grantees receiving funds from SCAO for multiple grant projects must have a separate account for each grant project. It is the responsibility of the lead agency to insure that all sub-agencies meet this requirement. The general ledgers of the sub-agencies are not required to be submitted with requests for payment unless specifically requested by SCAO.
- P. Costs must be net of all applicable credits such as purchase discounts, rebates or adjustments of overpayments or erroneous charges.

- Q. The following deviations from the approved budget require prior approval from SCAO:
- A. A specific item of cost not included in the approved budget.
 - B. An increase in the number of a specific item over and above the total authorized.
 - C. A transfer between major budget categories in excess of 10 percent of the category being increased.
- R. A delay in submitting support documentation may result in the suspension of all grant activity.
- S. Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.
- T. Documentation for costs shall be maintained for three years following final reimbursement.

XIV. **Employee Time Certifications:**

It is the Grantee's obligation to notify the SCAO immediately when an OHSP-funded employee:

- Is disabled or deceases while having been assigned to a grant-funded position;
- Is removed or reassigned from a grant-funded position; and/or,
- Is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 days by another employee).

All agreement-funded employees will complete and submit to the SCAO an executed Employee Time Certification form supplied in WebGrants. The Grantee's failure to submit Employee Time Certification forms could result in loss of position funding.

XV. **Record Maintenance/Retention:**

The Grantee agrees to maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this agreement, as required. The Grantee must assure that all terms of this agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure or until any pending litigation and/or audit findings have been resolved. All retention record guidelines set by the SCAO and/or the Grantee must be adhered to if they require additional years beyond retention guidelines stated herein. The Grantee's accounting system must maintain a separate fund or account that segregates grant contract receipts and expenditures from other receipts and expenditures of the Grantee.

XVI. **Authorized Access:**

The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the SCAO, the OHSP, Program Evaluators (contracted by the OHSP or the SCAO), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this agreement, to the extent authorized by applicable state or federal law, rule, or regulation. The SCAO and/or the OHSP may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during

any visit, if requested. The SCAO and/or the OHSP may request that a funded program be evaluated by a contracted outside evaluation team. Grantees shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

XVII. **Confidential Information:**

In order that the Grantee's employees or subrecipient subcontractors may effectively provide fulfillment of this agreement to the SCAO, the SCAO may disclose confidential or proprietary information pertaining to the SCAO's past, present, and future activities to the Grantee. All such information is proprietary to the SCAO and the Grantee shall not disclose such information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order. If disclosure is required by law or court order, the SCAO will be notified of the request before disclosure. The Grantee agrees to return all confidential or proprietary information to the SCAO immediately upon the termination of this agreement. Both the SCAO and the Grantee shall ensure that medical services to, and information contained in the medical records of, persons served under the provisions of this agreement or other such recorded information required to be held confidential by federal or state law, rule, or regulation, in connection with the provision of services or other activity under this agreement, shall remain confidential. Such information shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, if the disclosure does not directly or indirectly identify particular individuals.

XVIII. **Human Subjects:**

The Grantee must submit all research involving human subjects conducted in programs sponsored by the SCAO, or in programs that receive funding from or through the state of Michigan, to the Michigan Department of Health and Human Services (MDHHS) Institutional Review Board (IRB) for approval prior to the initiation of the research.

XIX. **Subcontractor/Vendor Monitoring:**

The Grantee must comply with the Single Audit Act of 1984, as amended, 31 USC 7501 *et seq.* requirements and must forward all single audits covering grant funds administered through this agreement to the SCAO. The SCAO is responsible for reviewing all single audit adverse findings, issuing management decisions on audit findings and ensuring that corrective actions are implemented in accordance of OMB Circular A-133. The SCAO is responsible for ensuring that the Grantee is expending grant funds appropriately as specified through this agreement, and shall conduct monitoring activities to ensure compliance with all associated laws, regulations and provisions as well as ensure that performance goals are achieved. The SCAO shall ensure compliance for for-profit subrecipient subcontractors as required by OMB Circular A-133, Section .210(e). The SCAO must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section .210(f).

XX. Notification of Criminal or Administrative Investigations/Charges:

If any employee of the Grantee that is associated with this agreement project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this agreement, the Grantee shall immediately notify the SCAO, in writing, that such an investigation is ongoing or that a charge has been issued.

XXI. Agreement Reduction/Suspension/Termination:

In addition to forfeiture under Section XIII, the SCAO and/or the Grantee may reduce the Project Budget and/or suspend this agreement and/or terminate this agreement without further liability or penalty to the SCAO as follows:

- A. If any of the terms of this agreement are not adhered to. Suspension requires immediate action by the Grantee to comply with this agreement's terms; otherwise, termination by the SCAO may occur.
- B. Failure of the Grantee to make satisfactory progress toward the goals, objectives, or strategies set forth in this agreement. Failure under this subsection includes (but is not limited to) a determination by the SCAO after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the end of the Fiscal Year.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this agreement or other report or document.
- E. This agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This agreement may be terminated immediately if the Grantee, an official of the Grantee, or an owner of a 25% or greater share of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; convicted of any other criminal offense which, in the sole discretion of the National Highway Traffic Safety Administration, reflects on the Grantee's business integrity; any activity in Section XX of this agreement during the term of this agreement or any extension thereof.
- G. This agreement may be terminated immediately without further financial liability to the SCAO if funding for this agreement becomes unavailable to the SCAO.
- H. If a grant is terminated by the SCAO for failure to meet the grant management requirements, the Grantee shall not be eligible to seek grant funding from the SCAO OHSP grant program for a period of two years. In order to obtain grant funding after the two-year period, the Grantee will be

required to submit written assurances that the identified deficiencies have been corrected. Additionally, the Grantee may be required to submit monthly financial reports to allow for increased financial monitoring.

XXII. Final Reporting Upon Termination:

Should this agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the SCAO with all financial, performance, and other reports required as a condition of this agreement. The SCAO will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs.

XXIII. Severability:

If any provision of this agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this agreement.

XXIV. Liability:

A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such direct service delivery, to be carried out by the Grantee in the performance of this agreement shall be the responsibility of the Grantee, and not the responsibility of the SCAO, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Grantee, any subrecipient subcontractor, anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

XXV. Michigan Law:

This agreement shall be subject to, and shall be enforced and construed under, the laws of Michigan.

XXVI. Debt to State of Michigan:

The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

XXVII. Disputes:

- A. The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this agreement within seven days of discovery of the alleged breach.
- B. The Grantee and the SCAO agree that with regard to any and all disputes, controversies, or claims arising out of or in connection with or relating to this agreement; or any claim that the SCAO violated any local, state, or federal ordinance, statute, regulation, law, or common-law doctrine (including discrimination or civil rights claims); or committed any tort; the parties shall attempt to resolve the dispute through mediation. Selection of a mediator will be by mutual agreement of the parties.
- C. The Grantee and the SCAO agree that, in the event that mediation is unsuccessful,

any disputes, controversies, or claims shall be settled by arbitration. Selection of an arbitrator will be by mutual agreement of the parties. The decision of the arbitrator shall be binding on both parties. The award, costs, and expenses of the arbitration shall be awarded at the discretion of the arbitrator. This agreement to arbitrate shall be specifically enforceable. A judgment of any circuit court shall be rendered upon the award made pursuant to submission to the arbitrator.

XXVIII. **Certifications and Assurances:**

The Grantee must adhere to all applicable Certifications and Assurances provided in this section. The failure to do so may result in the termination of grant funding or other remedies.

A. Certifications:

The Grantee should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this agreement requires compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying" and 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)."

B. Lobbying:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the grantee shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
3. This certification is a material representation of fact upon which reliance was placed when the grant application was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure; and
4. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications

with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

- C. **Business Integrity Clause:** The SCAO may immediately cancel the grant without further liability to the SCAO or its employees if the Grantee, an officer of the Grantee, or an owner of a 25 percent or greater share of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the SCAO, reflects the Grantee's business integrity.
- D. **Debarment, Suspension and Other Responsibility Matters (Direct Recipient):** As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):
1. The Grantee certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Where the Grantee is unable to certify to any of the statements in this certification, the Grantee shall attach an explanation to this proposal.
 - c. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(c) of this certification; and,
 - e. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.
 - f. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- g. The Grantee shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- h. The terms covered transactions, debarred, suspended, ineligible, Grantee covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition of Coverage sections 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- i. The Grantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any Grantee covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- j. The Grantee further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Grantee Transaction,” without modification, in all Grantee covered transactions and in all solicitations for lower tier covered transactions.
- k. A participant in a covered transaction may rely upon a certification of a prospective participant in a Grantee covered transaction that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- l. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by prudent person in the ordinary course of business dealings.
- m. Except for transactions authorized under paragraph i. of these instructions, if a participant in a covered transaction knowingly enters into a Grantee covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available

remedies, including suspension and/or debarment.

- n. The Grantee certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participant in this transaction by and Federal government or agency.
 - o. Where the Grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- E. Drug-Free Workplace: The Grantee and sub-grantees agrees to abide by the Federal Drug-Free Workplace Act (49 CFR Part 29 Sub-part F).
- F. Standard Assurances:
The Grantee hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Grantee also specifically assures and certifies that:
- 1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
 - 2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
 - 3. It will give the awarding agency or the general office, through any authorized representative, timely access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
 - 4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.*
 - 5. It will comply with Executive Order 13279, Executive Order 13559, and the regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part. 38, which prohibits recipients from using federal financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that federal financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location

from the activities supported with federal financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from federally-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by federal funds are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Grantee shall clearly document the number of hours spent on secular activities associated with the federally-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.

6. The Grantee agrees to ensure that no person in the United States shall, on the grounds of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability, political affiliation or beliefs, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program. The Grantee shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the following: The Grantee will comply with all state and federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S. C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Publ. L. 101-336), as amended (42 U.S.C. 12101, et seq.) which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires federal-aid recipients and all subrecipient subcontractors to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Section 523 and 527 of the Public Health Service Act of the 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the

requirements of any other nondiscrimination statute(s) which may apply to the application.

7. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended. This act prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age sex, height, weight, familial status, or marital status.
 8. The Grantee's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D)).
 9. If the Grantee is a governmental entity, it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
 10. If the Grantee is a governmental entity, it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- G. General Cost of Business (formerly referred to as Supplanting): The replacement of routine and/or existing expenditures with the use of state or federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of the state or local agency or other Grantee is considered to be general cost of business and is not allowed. The sub-grantee shall not use grant funds to supplant state or local funds, or, other resources that would otherwise have been made available for this program. Further, if a positions created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the sub-grantee may resume charging the grant position. The Financial Officer or Authorizing Official's straight time may not be funded under this grant. This means that if your agency plans to:
1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
 2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
 3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off (e.g., if the grant award start date is July 1 and the lay-off is

scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff), and maintain documentation showing the date(s) and reason(s) for the lay-off. [Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.]

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.
5. The Grantee shall not use grant funds to supplant state or local funds, or, the resources that would otherwise have been made available for this program. Further, if a position is created by a grant and is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the Grantee must stop charging the grant for the new position. Upon filling the vacancy, the Grantee may resume charging the grant position.

H. The Hatch Act:

1. Grantees and sub-grantees will comply with the provisions of 5 USC §§ 1501-1508 and implementing regulations of 5 CFR Part 151, concerning "Political Activity of State or Local Offices or Employees.

I. Buy America Act:

1. Only items produced in the United States may be purchased with federal funds unless the Grantee can show that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and are of an unsatisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to the SCAO for approval by the appropriate governing authority.
2. The Grantee or its contractors agree to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement.

J. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act of 1996 is pertinent to the services that the Grantee provides to the SCAO under this agreement, the Grantee assures that it is in compliance with the HIPAA requirements including the following:

1. The Grantee must not share any protected health data and information

provided by the SCAO or the OHSP that falls within the HIPAA prohibitions.

2. The Grantee must require the subrecipient subcontractor not to share any protected health data and information from the SCAO that falls under the HIPAA requirements in terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to report to the SCAO any unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Grantee becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this agreement in accordance with Section XXII, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Grantee is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Grantee from the SCAO, the OHSP, or any other source.

XXIX. Conditions on Expenses:

Costs must be reasonable and necessary. Individual consultant fees are limited to \$450 (excluding travel, lodging and meal costs) per day, which includes legal, medical, psychological and accountant consultants. If the rate will exceed \$450 for an eight-hour day, prior written approval is required from the SCAO. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. Grantees shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open, and free competition. Maximum, open, and free competition shall be assured through the distribution of an adequate number of proposal solicitations.

1. Competition: Grantees shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open and free competition. Maximum, open and free competition shall be assured through the distribution of an adequate number of proposal solicitations.
2. Small Purchase Procedures: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000 in total. If small purchase procedures are used, price or rate quotations must be obtained from at least three (3) Buy American Act qualified sources.
3. Competitive Bids: For purchases over \$25,000, the Grantee shall follow their competitive bid process providing it is at least as restrictive as the process required by the State of Michigan and

complies with the Buy American Act. The Grantee or their contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with funds provided under this agreement. In those instances where three (3) bids have not been received, a full explanation, along with the names and addresses of those firms and individuals requested to bid, and including reasons why agencies failed to bid, must be forwarded to SCAO for approval prior to awarding a contract.

XXX. **Conflict of Interest:**

The SCAO and the Grantee are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

XXXI. **Compliance with Applicable Laws and Agreements:**

The Grantee will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this agreement. The Grantee will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this agreement, as well as the terms of the agreement between the OHSP and the SCAO. The SCAO shall supply the Grantee with a copy of said agreement.

XXXII. **Agreement Signatures:**

The Grantee hereby accepts this agreement in the amount and for the period indicated in the first page of this document on the basis of the application, assurances, and supporting documents submitted by the SCAO to the OHSP. This agreement becomes effective when signed by the parties. This award does not assure or imply continuation in funding beyond the funding period of this subcontract. The Grantee agrees to provide the SCAO with a copy of the Single Audit Report of the Grantee's entity.

XXXIII. **Entire Agreement:**

Except for the Grantee's approved grant application, application assurances, and most recently approved budget, this agreement contains the entire agreement between the parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this agreement exists to bind either of the parties.

XXXIV. **Delivery of Notice:**

Written notices and communications required under this agreement shall be delivered by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

- A. The Grantee's contact person is Mark Nelson, 14B District, 7200 S. Huron River Drive, Ypsilanti, MI 48197.
- B. The SCAO's contact person is Dr. Jessica Parks, State Court Administrative Office, Michigan Hall of Justice, P.O. Box 30048, Lansing, MI 48909.

Authorizing Official: Must be a person who is authorized to enter into a binding contract for the entity receiving funds. ***The authorizing official may not be a judge or other state employee.*** The authorizing official is normally from the Executive or Legislative Branch of the entity (e.g., City Manager, Mayor, Council President, Board Chairperson, Chief Financial Officer, etc.).

Court Authorized Official Signature:	SCAO Authorized Official Signature:
Name: Date:	Name: Date:

**OFFICE OF HIGHWAY SAFETY PLANNING GRANT PROGRAM (OHSP)
FY 2018 REPORTING REQUIREMENTS
October 1, 2017 through September 30, 2018**

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2018	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2017, through December 31, 2017.
May 15, 2018	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2018, through March 31, 2018.
August 15, 2018	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2018, through June 30, 2018.
November 15, 2018	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2018, through September 30, 2018.
DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2018	Courts will be confirming user access to DCCMIS.
CLAIMS	
DUE DATE	NOTE
January 10, 2018	Courts will be reporting on expenditures from October 1, 2017, through December 31, 2017.
April 10, 2018	Courts will be reporting on expenditures from January 1, 2018, through March 31, 2018.
July 10, 2018	Courts will be reporting on expenditures from April 1, 2018, through June 30, 2018.
October 10, 2018	Courts will be reporting on expenditures from July 1, 2018, through September 30, 2018.
OHSP QUARTERLY PROGRAM REPORTS AND PROGRAM INCOME REPORTS	
DUE DATE	NOTE
January 10, 2018	Courts will be reporting on activity occurring during the time period of October 1, 2017, through December 31, 2017.
April 10, 2018	Courts will be reporting on activity occurring during the time period of January 1, 2018, through March 31, 2018.
July 10, 2018	Courts will be reporting on activity occurring during the time period of April 1, 2018, through June 30, 2018.
October 10, 2018	Courts will be reporting on activity occurring during the time period of July 1, 2018, through September 30, 2018.

PROGRAM INCOME VERIFICATION	
DUE DATE	NOTE
January 10, 2018	Courts will be verifying whether program income is collected.

OHSP EMPLOYEE TIME CERTIFICATION REPORTS	
DUE DATE	NOTE
April 10, 2018	Courts will be reporting on employee time paid for by the grant during the time period of October 1, 2017, through March 31, 2018.
October 10, 2018	Courts will be reporting on employee time paid for by the grant during the time period of April 1, 2018, through September 30, 2018.

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



**Green Oaks
Golf Course**

1775 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 485-0881
Fax: (734) 485-1992

ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Director of Golf, Kirk Sherwood II, PGA

Date: November 11, 2017

Subject: 2017 Golf Course Rate Adjustments for 2018 Golf Season

After much consideration and reviewing rates of local golf courses, I propose that the following changes be implemented at Green Oaks Golf Course for the 2018 Golf season.

1. Attached you will find a copy of the 2017 Season Pass information as well as the new 2018 Season Pass information. Changes to this information for the 2018 season are outlined and clearly stipulate rules regarding outings, leagues, and membership dates of restriction for each different Season Pass holder. The following changes are recommended for 5 day Season Pass holders: 5 day season passes for residents should be increased from \$500 to \$550, and 5 day season pass resident rates for adding a spouse/child should increase by \$25 to \$250.

The following changes are recommended for 7 day Season Pass rates: Residents wishing to add a spouse/dependent child are recommended to increase \$50 from \$225 to \$275, and the non-resident spouse/child rate would increase \$20 from \$355 to \$375. There should be a price difference when comparing a five-day membership to a seven-day membership due to more availability to use the Season Pass. Due to these increases it is also recommended that the Season Pass end date be moved from November 1st to November 15th. The date of November 15th will be a close date for the golf course and will allow maintenance to finish any projects that need to be done. All other rates are appropriate at this time and do not need to be adjusted.

2. Based on a comparison from local courses it is recommended that the majority of our rates stay the same as the 2017 season for the golf course. It is recommended that the twilight times be adjusted on the weekend to accommodate more play. The current rate is \$25 and it is recommended to change it to \$22 and start at 3:30p.m due to a lack of afternoon play. The weekday twilight rate will be for 9 holes and start at 6:00 p.m. It is also recommended that the league fee be increased \$1 from \$16 to \$17.

3. The cart storage fee should be adjusted from \$250 to \$300 for members that currently store carts at the course. The cart storage fee is a grandfathered-in situation and will not be offered to future members. There are currently a total of 8 carts that continue to use this option. This adjustment is recommended as most courses charge \$400-500 for an annual cart pass. Carts stored at the course must also have proof of insurance submitted to the golf course for liability reasons, as well as a Cart Storage contract signed regarding the rules and regulations. The Cart Storage contract is attached to this letter.

Thank you for your time in consideration of these matters. If you have any questions in regard to these topics please feel free to contact me by email ksherwood@ytown.org or by phone at 734-890-6287 prior to the board meeting.

<u>Seasonal Rate (Before May 1st , After Sept 30)</u>	<u>2017 Rates</u>		<u>2018 Rates</u>	
	<u>9 Holes</u>	<u>18 Holes</u>	<u>9 Holes</u>	<u>18 Holes</u>
Weekday	\$13.00	\$15.00	\$13.00	\$15.00
Weekday (Senior/Student)	\$10.00	\$13.00	\$10.00	\$13.00
Weekend	\$14.00	\$16.00	\$14.00	\$16.00
Cart Fees	\$5.00	\$10.00	\$5.00	\$10.00
<u>In Season Rate (May 1st through Sept 30th)</u>	<u>9 Holes</u>	<u>18 Holes</u>	<u>9 Holes</u>	<u>18 Holes</u>
Weekday	\$15.00	\$20.00	\$15.00	\$20.00
Weekday (Senior/Student)	\$10.00	\$14.00	\$10.00	\$14.00
Weekday Twilight 6:30 p.m. -CL	\$17.00 w/cart		Twilight 6:00 p.m.-CL	\$17 w/cart
Weekend	\$18.00	\$24.00	\$18.00	\$24.00
Weekend 1 p.m. - 5 p.m.	\$17.00	\$19.00	Weekend 1pm-3:30pm	\$17.00
Weekend Twilight 5:00 p.m. -CL		\$25.00 w/cart	Weekend Twilight 3:30PM	\$22.00 w/cart
Replay Rate	\$10.00	\$20.00	\$10.00	\$20.00
Cart Fees	\$5.00	\$10.00	\$5.00	\$10.00
League Fees	\$16.00 per Player Including Cart (11.00 Walking)		\$17.00 Per Player Including Cart (12.00 Walking)	
*Ypsilanti Residents Deduct \$2 with ID on In-Season Rates			*Ypsilanti Residents Deduct \$2 with ID on In-Season Rates	

2017 Seasonal Pass Pricing

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

2018 Seasonal Pass Pricing

	<u>Resident</u>	<u>Non Resident</u>
7 Day Season Pass	\$800	\$1,000
Add Spouse/Child	\$275	\$375
5 Day Season Pass	\$550	\$690
Add Spouse/Child	\$250	\$355
Season Cart Pass	\$500	\$600
Cart Storage Fee-		
Grandfathered-In Only	\$300	

*Military Discount \$5 off of regular 18 hole riding rate with valid ID



2017 League Contract

League Name: _____

League Representative: _____

Address: _____

Phone: _____ Email: _____

Number of Players: _____ Day: _____ Start Time: _____

Starting Date of League: _____

Price per Player (Including green fees and cart per player). \$ _____ per week

League Rules and Regulations:

- Pairings will be comprised of no more than 4 golfers per group and every player must have clubs. Power carts are required. A cart fee of \$5 per player is due at check in each week per 9 holes for cart fees. No more than 2 golf carts allowed per group.
- Fees can be paid in two installments. 50% is due before the first week of play. The 2nd installment is due no later than June 30th, 2017. In the event the second payment is not paid in full, the player will be subject to regular green fees and cart charges.
- Rain Policy: No cash refunds will be given. Make-up rain dates will be decided based on course's availability.
- The league representative will be responsible for the conduct of its participants and any damage to Ypsilanti Township property including but not limited to golf carts, golf pro shop, and Green Oaks Golf Course.
- It is the responsibility of the league representative to collect all fees from its players.

Thank you for choosing Green Oaks Golf Course for your 2017 Golf League Site.

I have read the terms and conditions of this contract and agree to abide by them.

Signature of League Representative

Date

Kirk Sherwood II, PGA
Director of Golf Operations

Date



2018 League Contract

League Name: _____

League Representative: _____

Address: _____

Phone: _____ Email: _____

Number of Players: _____ Day: _____ Start Time: _____

Starting Date of League: _____

Price per Player (Including green fees and cart per player). \$ _____ per week

League Rules and Regulations:

- Pairings will be comprised of no more than 4 golfers per group and every player must have clubs. Power carts are required. A cart fee of \$5 per player is due at check in each week per 9 holes for cart fees. No more than 2 golf carts allowed per group.
- Fees can be paid in two installments. 50% is due before the first week of play. The 2nd installment is due no later than June 30th, 2018. In the event the second payment is not paid in full, the player will be subject to regular green fees and cart charges.
- Rain Policy: No cash refunds will be given. Make-up rain dates will be decided based on course's availability.
- The league representative will be responsible for the conduct of its participants and any damage to Ypsilanti Township property including but not limited to golf carts, golf pro shop, and Green Oaks Golf Course.
- It is the responsibility of the league representative to collect all fees from its players.
- If a player is unable to play during a scheduled week, the player is expected to have a sub play or make the round up. No refunds or discounts will be given for unused rounds.

Thank you for choosing Green Oaks Golf Course for your 2018 Golf League site.

I have read the terms and conditions of this contract and agree to abide by them.

Signature of League Representative

Date

Kirk Sherwood II, PGA
Director of Golf Operations

Date



1775 E CLARK RD.
 YPSILANTI, MI 48198
 (734) 485-0881

Green Oaks Golf Course
 2017 Season Pass Programs

<u>Resident</u>	<u>5 Day (Weekday only)</u>	<u>7 Day</u>
<i>Single Golfer</i>	\$500.00	\$800.00
<i>Add Spouse/Dependent</i>	\$225.00	\$225.00
 <u>Non-Resident</u>		
<i>Single Golfer</i>	\$690.00	\$1,000.00
<i>Add Spouse/Dependent</i>	\$355.00	\$355.00
 <u>Season Cart Pass</u>		
	<u>Resident</u>	<u>Non-Resident</u>
	\$500	\$600

Please Note:

- Fees can be paid in two payments: 50% at the time of sign-up and 50% due by June 30th, 2017. If 100% are not paid by June 30th, 2017 the Season Pass will be dropped.
- Season passes are valid for green fees only. Season Pass holders who do not walk are required to pay a \$5 cart fee per person per 9 holes of play.
- 7 Day Season Passes exclude booking tee times on weekends and holidays prior to 11:00 a.m. Season Pass holders are allowed to play prior to 11:00 a.m. with the expectation that they book their tee time after 1:00 p.m. the day before the date of play.
- All Season Pass holders will receive a 10% discount on select merchandise purchased in the pro shop. Discount does not include golf balls. Not to be combined with any other offer.
- Season Passes are not valid toward outing green fees or cart fees.

**2017
Green Oaks Golf Course
Season Pass Application**

Name: _____

Add Spouse/Child: **5 Day** (Res/Non Res) \$225/\$355 **7 Day** (Res/Non Res) \$225/\$355

Spouse Name if Applicable: _____

Address: _____

City: _____

Zip: _____

Phone: _____ Email: _____

Season Pass Type (Please Circle) 5 Day 7 Day

Total Cost of Season Pass: \$ _____

Total Amount Paid: \$ _____ Balance Due: \$ _____

- I agree to abide by all rules and regulations of Green Oaks Golf Course, now in effect and to future changes and additions that may be made.
- I agree to pay regular greens fees and cart fees if playing during an out of season restricted time after November 1st.
- I will make tee times in advance and check in with Pro Shop before playing.
- I also understand that Green Oaks Golf Course does host events on occasion, or may have maintenance issues that require them to close the course to regular play.
- I understand that Green Oaks G.C. Season Passes are valid from opening day April 1st, 2017 thru November 1st, 2017.
- I agree to abide by the "No more than 4 golfers and two golf carts" policy, and understand that failure to comply may result in the suspension or revoking of my membership without refund.
- No Refunds of any type will be given throughout the season following the purchase of a Green Oaks membership.

By filling out and signing this application, you agree to comply with all rules and regulations of Green Oaks Golf Course.

Signature: _____

Date: _____



1775 E CLARK RD.
YPSILANTI, MI 48198
(734) 485-0881

Green Oaks Golf Course
2018 Season Pass Programs

<u>Resident</u>	<u>5 Day (Weekday only)</u>	<u>7 Day</u>
Single Golfer	\$550.00	\$800.00
Add Spouse/Dependent	\$250.00	\$275.00
<u>Non-Resident</u>		
Single Golfer	\$690.00	\$1,000.00
Add Spouse/Dependent	\$355.00	\$375.00
<u>Season Cart Pass</u>	<u>Resident</u>	<u>Non-Resident</u>
	\$500	\$600

Please Note:

- Fees can be paid in two payments: 50% at the time of sign-up and 50% due by June 30th, 2018. If 100% are not paid by June 30th, 2018 the Season Pass will be dropped.
- Season Passes are valid for green fees only. Season Pass holders who do not walk are required to pay a \$5 cart fee per person per 9 holes of play.
- 5 Day Season Passes are valid Monday-Friday only and do not include weekends or holidays.
- Season Pass holders will receive a 10% discount on select merchandise purchased in the pro shop excluding hard goods (Golf Balls and Clubs). Not to be combined with any other offer.
- Both 5 day and 7 day passes include one league green fee (\$5 cart fee required per person per 9 holes).
- Each additional league is \$100 per player for green fees.
- Season Passes are not valid toward outing green fees or cart fees.
- 5 Day Season Pass holders may play for discounted riding only rates of \$15 w/cart for 9 holes, \$20 w/cart for 18 holes per person after 12PM on weekends or holidays.
- Any season pass holder that pays in full (No half payments) prior to April 1st may play on the season pass before April 1st if the golf course should open.

**2018
Green Oaks Golf Course
Season Pass Application**

Name: _____

Add Spouse/Child: **5 Day (Res/Non Res) \$250/\$355 7 Day (Res/Non Res) \$275/\$375**

Spouse Name if Applicable: _____

Address: _____

City: _____

Zip: _____

Phone: _____ Email: _____

Season Pass Type (Please Circle) 5 Day 7 Day

Total Cost of Season Pass: \$ _____

Total Amount Paid: \$ _____ Balance Due: \$ _____

- I agree to abide by all rules and regulations of Green Oaks Golf Course, now in effect and to future changes and additions that may be made.
- I agree to pay greens fees and cart fees if playing during out of season restricted times to include before **April 1st or after November 15th**.
- I will make tee times in advance and check in with Pro Shop before playing.
- I also understand that Green Oaks Golf Course does host events on occasion, or may have maintenance that require them to close the course to regular play.

- I understand that Green Oaks G.C. Season Passes are valid from **April 1st, 2018 thru November 15th, 2018**.
- I agree to abide by the "No more than 4 golfers and two golf carts" policy, and understand that failure to comply may result in the suspension or revoking of my Season Pass without refund.
- No Refunds of any type will be given throughout the season following the purchase of a Green Oaks Season Pass.

By filling out and signing this application, you agree to comply with all rules and regulations of Green Oaks Golf Course.

Signature: _____

Date: _____



2018 Cart Storage Contract

Season Pass Holder Name: _____

Spouse Name: _____

Address: _____

Phone: _____ Email: _____

Liability Insurance Provided: Yes No

Rules and Regulations:

- It is understood that the use of personal golf carts is a grand-fathered clause and removal of golf cart from premise will result in loss of privilege.
- Only the individuals listed on this contract are allowed to use this personal cart. All other riders on the cart will owe appropriate golf cart fees to Green Oaks.
- The fueling and maintenance of the golf cart is the sole responsibility of the individual(s) listed on this contract.
- As part of this agreement individuals listed on contract must provide proof of liability insurance to Green Oaks before using the golf cart on the course.
- This contract is non-transferable and no refunds will be given following purchase for the season and the signing of this contract.

I have read the terms and conditions of this contract and agree to abide by them.

Signature of Season Pass Holder

Date

**Kirk Sherwood II, PGA
Director of Golf Operations**

Date

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to Approve the Majestic Lakes Planned Development Stage II Final Site Plan and Development Agreements for The Village at Majestic Lakes, Majestic Lakes Estates, and The Ponds at Majestic Lakes**
Copy: McLain & Winters, Township Attorneys
Date: November 15, 2017

Planning Department staff and consultants with Carlisle Wortman Associates have worked together with internal and external reviewing agencies, developer Blue Majestic, LLC, and the developer's engineer, Atwell, LLC, to review and recommend approval of the Majestic Lakes Planned Development Stage II Final Site Plan. The enclosed PD Stage II information packet includes the following components:

1. Chronological History of Lakewood / Majestic Lakes Planned Development (2002-2017)
2. Majestic Lakes PD Stage II – Staff Report to Board of Trustees
3. Majestic Lakes PD Stage II Development Agreement - The Village at Majestic Lakes
4. Majestic Lakes PD Stage II Development Agreement - Majestic Lakes Estates
5. Majestic Lakes PD Stage II Development Agreement - The Ponds at Majestic Lakes
6. Planning Commission Recommendation - Meeting Minutes 09/12/2017
7. Majestic Lakes PD Stage II – Planning Commission Staff Report 08/31/2017
8. CWA PC Review 08/30/17
9. OHM Review 08/28/17
10. WCRC Review 07/26/17
11. WCWRC Review 06/29/17
12. YCUA Review 06-06-17
13. YTFD Review 08-25-2017
14. First Amendment to Lakewood Planned Development Agreement 09-15-2015

I respectfully request that you place this information packet and approval recommendation on the November 21, 2017 Board of Trustees meeting agenda for its consideration. Please contact me with questions or concerns.

Thank you.

Chronological History of the Lakewood / Majestic Lakes Planned Development Project (2002 - 2017)

August 30, 2017

In April of 2002, the Township Planning Commission granted PD Stage I approval for the construction of 415 units of single family and multi-family residential on a 254.9-acre site, then known as Lakewood Farms and The Ponds of Lakewood. Full PD and engineering plan approvals were obtained in 2005 and 2006 by the previous developer and a 116-acre conservation easement was established. Site improvements in The Ponds of Lakewood and the westerly portion of Lakewood Farms were installed in 2007 along with extensive lake reclamation within the conservation easement area.

At about the same time, condominiums were recorded for various components of the project including The Ponds of Lakewood consisting of 8-unit condominium buildings, Lakewood Pointe consisting of detached condominiums, Lakewood Villas consisting of attached duplex condominiums and Lakewood Estates, consisting of single family lots.

After construction of only 16 units in The Ponds of Lakewood, the original developer went bankrupt in 2008 and the property subsequently reverted to the County in a tax foreclosure. The property remained dormant until purchased by S.R. Jacobson Development Corporation in December of 2011.

Due to significant changes in the real estate market that occurred as a result of the great recession of 2008-2010, S.R. Jacobson determined that a redesign of the development plans for the site was necessary. Only the single family residential component was still viable. In order to allow single family residential construction to resume in the southwest portion of the site recorded as Lakewood Estates Condominium while appropriate markets were being determined, the Township Board granted re-approval of the original PD in May of 2012.

After extensive rehabilitation of water, sanitary and drainage systems, installation of landscaping and installation of pavement wearing course, lots were optioned to Allen Edwin Homes. Between 2013 and 2014, 25 homes were constructed by this builder. In April of 2015, Lombardo Homes succeeded Allen Edwin Homes as the builder for Lakewood Estates.

By 2014, a revised master plan for the project was designed and submitted to the Township for new PD approval. The new master plan consisted of the following: a) 142 senior targeted ranch apartment units to be known as Nautica Pointe to replace the previous detached condominiums, b) Village at Majestic Lakes consisting of 82 50-foot wide single family residential lots to replace the previous duplex condominiums, c) Majestic Ponds consisting of 37 50-foot wide single family residential lots to replace the previous 8-unit multi-family buildings, and d) Majestic Lakes Estates consisting of 45

60-70-foot single family residential lots. PD Stage I Approval was granted by the Township for the new master plan on September 15, 2015 as PD #20.

In preparation for the development of the revised master plan for the project, the previous vacant condominiums were terminated by the recording of the appropriate documents at the County. Planned Development Agreements were also prepared for the project, approved by the Township, and recorded.

As the PD Agreement allowed for phased final approvals, PD Stage II approval for the Nautica Pointe portion of the master plan was applied for while engineering plans were being prepared for the balance of the project. Approval was granted by the Township in early 2017 and construction on the senior targeted ranch apartments commenced a few weeks later.

Meanwhile, Lombardo Homes optioned the remaining 46 lots in Lakewood Estates following the exit of Allen Edwin Homes. Since April 18, 2015, 26 homes have been sold and closed, 16 homes are sold and in various stages of construction, 1 home is reserved pending a sale, there is one model home and one spec home on the site, 4 lots are available for new sales and 2 lots are reserved for future models. Average absorption rate has been 1.3 sales per month and average sales price of the last 5 homes is \$286,576 with a maximum sales price of \$318,500 to date.

Lombardo Homes has an option on the Village at Majestic Lakes lots with the intent of continuing construction of homes being built on Lakewood Estates lots.

After PD Stage II approval is granted for the balance of the project, the remaining portions will be converted or developed as additional builders are brought into the community.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

Office of Community Standards Planning Department Staff Report to Township Board Majestic Lakes PD Stage II Approval

November 15, 2017

Case Location and Summary

The applicant is seeking PD Stage II Final Site Plan approval for three (3) sections of the Majestic Lakes Planned Development. The three (3) sections include The Ponds at Majestic Lakes, The Village at Majestic Lakes, and Majestic Lakes Estates. Two (2) other sections of the development, Lakewood Estates, and Nautica Pointe, previously received final approvals and are under construction.

Approval of the three (3) remaining sections finalizes the Majestic Lakes planned development. The PD Stage I Preliminary Site Plan was approved by the Township Board on September 15, 2015 with thirteen (13) conditions that were codified in the First Amendment to the original Lakewood Planned Development Agreement, which was also approved and signed on September 15, 2015.

Please note that there are separate Development Agreements for The Ponds at Majestic Lakes, The Village at Majestic Lakes, and Majestic Lakes Estates. All three Development Agreements will be executed as part of PD Stage II approval. The agreements were prepared by the applicant's attorney and have been reviewed by the Township Attorney.

As noted by the applicant's attorney, the Development Agreements are substantially the same as the previously adopted Development Agreement, with the following exceptions:

- 1. The Development Agreement for the Village at Majestic Lakes has plans and elevations attached, which are the same Lombardo plans and elevations that were approved for the Lakewood Estates project within the same Planned Development;*
- 2. Since a builder has not yet been selected for The Ponds at Majestic Lakes and Majestic Lakes Estates, the Development Agreements for these projects require Blue Majestic to submit plans and elevations to the Township for approval before obtaining building permits for those projects;*

3. *The Development Agreements for The Village at Majestic Lakes and Majestic Lake Estates both require public roads, while the Development Agreement for The Ponds at Majestic Lakes requires private roads; and*
4. *The Development Agreements for The Village at Majestic Lakes and The Ponds at Majestic Lakes acknowledge that those projects have existing improvements and are partially completed. The Development Agreement for Majestic Lakes Estates does not contain this acknowledgement, because this portion of the Planned Development is currently undeveloped.*

Applicant

Manny Kianicky, P.E.
Vice President, S.R. Jacobson Development Corp.
32400 Telegraph Road, Suite 200 A
Bingham Farms, MI 48025

The applicant is seeking PD Stage II Final Site Plan approval for the following:

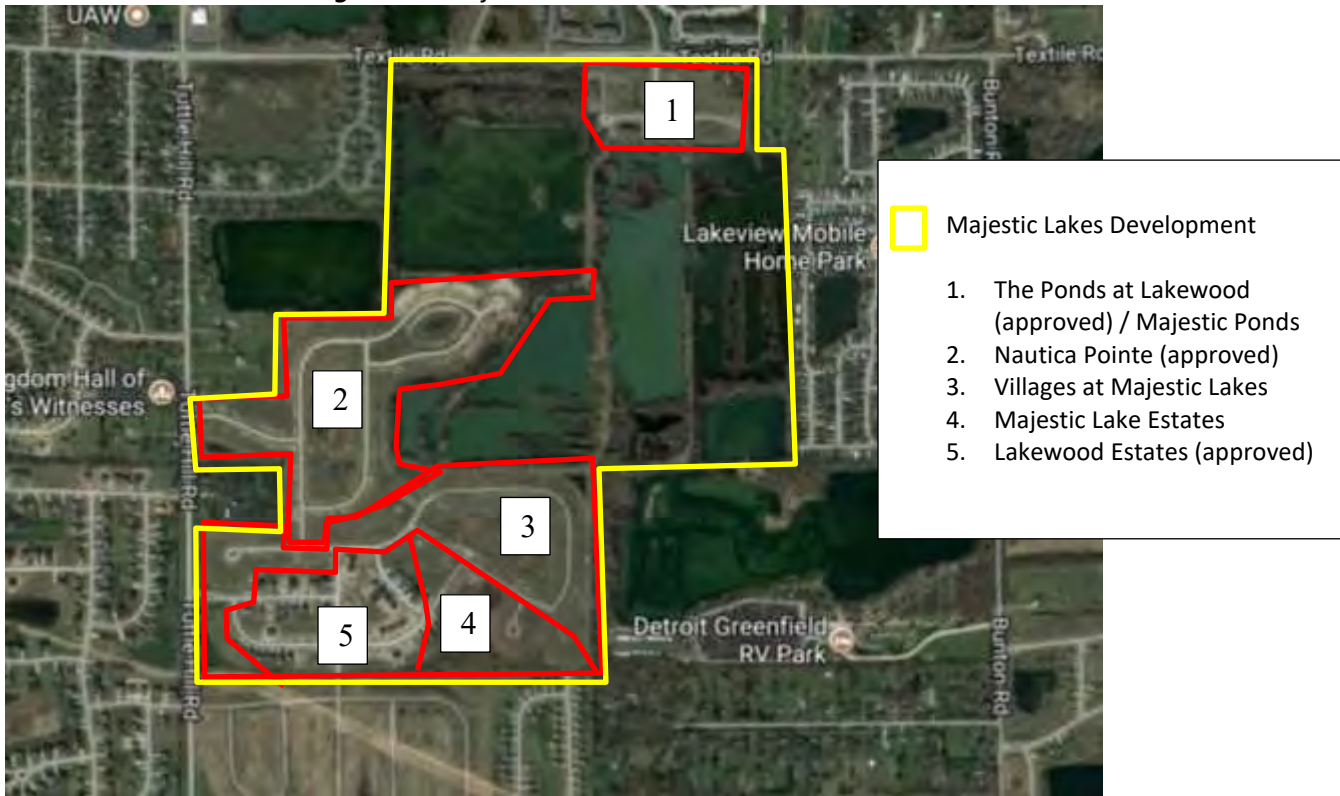
Section Name	Location	Phase I Approved	Phase II Proposed	Note
The Ponds at Majestic Lakes	Adjacent to Textile Road	36 single-family detached units, 50-foot wide lots	37 single-family detached units, 50 foot wide lots	This section includes sixteen (16) attached multiple-family units that have already been constructed and is named the "Ponds at Lakewood"
The Village at Majestic Lakes	Adjacent to Tuttle Hill	116 single family detached units, 60-foot lots	115 single family detached units, 60-foot lots	
Majestic Lakes Estates	Accessed through the Village of Majestic Lakes	81 single family detached units, 50-foot lots	81 single family detached units, 50-foot lots	
Total		234 units	234 units	

Please note that the applicant is proposing one (1) additional single-family lot for The Ponds at Majestic Lakes, and one (1) less single-family lot for The Village at Majestic Lakes. The total number of units remains at 234.

The roads servicing The Villages at Majestic Lake and Majestic Lake Estates are public. The roads servicing the The Ponds at Majestic Lakes are private.

The Ponds at Majestic Lakes is immediately adjacent to sixteen (16) attached multifamily units previously constructed under the name The Ponds at Lakewood.

Figure 1 – Subject Site Location



- Majestic Lakes Development
- 1. The Ponds at Lakewood (approved) / Majestic Ponds
- 2. Nautica Pointe (approved)
- 3. Villages at Majestic Lakes
- 4. Majestic Lake Estates
- 5. Lakewood Estates (approved)

Cross References

Zoning Ordinance citations:

- Article XIX, PD Planned Development

Adjacent Uses, Zoning and Master Plan

Direction	Zoning	Use
North	RM-2, Multiple Family Residential	Residential
South	R3, Single Family Residential	Residential
East	MHP, Mobile Home Park / R3, Single Family Residential	Mobile Home Park / Residential
West	R3, Single Family Residential, RM-2, Multiple Family Residential	Residential

PD Stage I Approval

The PD Stage I Preliminary Site Plan was approved by the Township Board with the thirteen (13) conditions to be addressed as part of the PD Stage II Final Site Plan. These conditions were codified in an amended Development Agreement approved and signed on September 15, 2015.

- 1. The applicant shall agree to install security cameras at all entrances and exits of the subject property and in the back and hidden areas of the development.***

The applicant has agreed to this condition and the requirement was codified in the amended 2015 Development Agreement and updated in the attached The Ponds at Majestic Lakes, The Village at Majestic Lakes, and Majestic Lakes Estates Development Agreements.

- 2. The applicant shall agree to assist in the creation of a special assessment district in order to provide funding for the operation and maintenance of the security camera system.***

The applicant has agreed to this condition and the requirement was codified in the amended 2015 Development Agreement and updated in the attached the Ponds at Majestic Lakes, the Village at Majestic Lakes, and Majestic Lakes Estates Development Agreements.

- 3. The applicant shall install a fence, landscaping, and signage along the neighboring Lake Joyce in order to hinder any further trespassing.***

This was a requirement of the Nautica Pointe Development. The developer for Nautica Pointe has diligently worked to address this issue including blocking access, monitoring the property, and working with the sheriff's office. Furthermore, as the property is developed opportunities for trespassing will diminish.

- 4. The applicant shall agree to make access to existing non-motorized trails open and convenient without hindrance between buildings to enable convenient non-motorized connections with Textile Road and encourage healthy, walkable lifestyles.***

The applicant has agreed to this condition and the requirement was codified in the amended 2015 Development Agreement and updated in the attached the Ponds at Majestic Lakes, the Village at Majestic Lakes, and Majestic Lakes Estates Development Agreements.

- 5. Each subsequent developer and/or builder shall be required to enter into a development agreement with the Township to insure compliance with the approved final plan.***

The applicant has agreed to this condition and the requirement was codified in the amended 2015 Development Agreement and updated in the attached the Ponds at

Majestic Lakes, the Village at Majestic Lakes, and Majestic Lakes Estates Development Agreements.

- 6. All conditions, obligations and requirements noted within the Development Agreement executed on April 8, 2013 between the Charter Township of Ypsilanti and Blue Majestic, LLC shall remain in full force and effect including the creation of a streetlight assessment district internally and also for Tuttlehill and Textile Roads.***

The applicant has agreed to this condition and the requirement was codified in the amended 2015 Development Agreement and updated in the attached the Ponds at Majestic Lakes, the Village at Majestic Lakes, and Majestic Lakes Estates Development Agreements.

- 7. The applicant shall agree to maintain the required and approved single-family/multi-family residential ratio (60/40) by the prohibition of renting the detached single-family units within the development and will include language in the development agreement regarding prohibition of rentals and restrictions that would allow single family rentals only under very specific circumstances, which would be included in the planned development agreement, that would prohibit the homes from being rented at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing. Single family home rentals under specific circumstances will only be allowed for three years.***

The applicant has agreed to this condition and the requirement was codified in the amended 2015 Development Agreement and updated in the attached the Ponds at Majestic Lakes, the Village at Majestic Lakes, and Majestic Lakes Estates Development Agreements.

- 8. The applicant shall agree not to accept any form of government subsidy in lieu of rent for the apartment and/or condominium portion of the development. All rent shall be sustained at the market rate and the development agreement should include specifics regarding this condition.***

The applicant has agreed to this condition and the requirement was codified in the amended 2015 Development Agreement and updated in the attached the Ponds at Majestic Lakes, the Village at Majestic Lakes, and Majestic Lakes Estates Development Agreements.

- 9. Any and all additional issues that may arise during the preparation of the final engineering and final site plan shall be resolved prior to PD Stage II final site plan consideration and shall be included in the final development agreement.***

The applicant has agreed to this condition and the requirement was codified in the amended 2015 Development Agreement and updated in the attached the Ponds at Majestic Lakes, the Village at Majestic Lakes, and Majestic Lakes Estates Development Agreements.

10. The developer shall work with the Office of Community Standards to increase the architectural standards on all homes on 50-foot-wide lots on the planned development site plan subject to township board approval at PD Stage II (as outlined in the September 8, 2015 letter to Wm. Douglas Winters, Attorney, from Joe Lawson, Planning Director)

The following requirements were established by the Board as part of the PD Stage I approval that was codified in the amended Development Agreement for the 50-foot wide lots:

- All homes shall maintain a minimum 5-foot side yard setback in order to maintain the minimum structure separations as required by the adopted Michigan Residential Code.
- There shall be a minimum of 50% face brick or stone on the front façade.
- There shall be a face brick or stone hip wall at least 3-feet above finished grade on the side and rear elevations.
- On the side of the structure where the garage door is located, the exterior wall surface above the garage door shall be treated with the same material as the remainder of the wall adjacent to the door.
- With the exception of the front façade encumbered by an attached garage, the remaining portion of the front façade shall include a covered front porch; at least 6-feet in depth and 2-feet above finished grade.

The Development Agreement for the Village at Majestic Lake has plans and elevations attached, which are the same Lombardo plans and elevations that were approved for the Lakewood Estates project within the same Planned Development. Since a builder has not yet been selected for the Ponds at Majestic Lakes and Majestic Lakes Estates, the Development Agreements for these projects require Blue Majestic to submit plans and elevations to the Township Board for approval before obtaining building permits for those projects.

11. The Developer will contain language in the development agreement to assure Nautica Pointe will establish and implement an ongoing maintenance program to ensure the proposed multi housing units will at all times be in compliance with the Township's Property Maintenance Code.

This item was addressed in the Nautica Pointe Development Agreement.

- 12. The Developer will move units at the entrance of Nautica Pointe on Tuttlehill Rd. back to provide more open space and landscaping at the boulevard entrance.**

This item was addressed in the Nautica Pointe development review.

- 13. The Developer agrees to work with the Washtenaw County Road Commission and Ypsilanti Township to separate the roads in Nautica Pointe Apartments from the single-family homes.**

The roads in Nautica Pointe has been converted to private to address this requirement.

PD Stage II Requirements

As set forth in section 1919, the following standards shall apply for PD Stage II:

- a) Site plans or subdivision plans shall be in substantial conformance with the approved PD stage I preliminary site plan.**

We find that the PD Stage II to be in substantial conformance with the approved PD Stage I preliminary site plan. The site plan Stage PD II is the same layout and number of units as approved PD Stage I.

- b) Each site plan or subdivision plat shall either individually or in combination with previously approved contiguous project areas, meet the standards of this section and the approved preliminary PD stage I site plan regarding layout, density, open space and land use.**

Each section meets the standards of the Planned Development section and the approved preliminary PD stage I site plan regarding layout, density, open space and land use.

- c) Each plan submission shall include a map illustrating the site or phase in relation to previously approved plans and the overall PD stage I preliminary site plan.**

The plan set includes a map of the entire Majestic Lakes development, as well a map and detailed areas for each section of the development that is consistent with the PD Stage I preliminary site plan.

- d) A final PD agreement shall be submitted for review by the township attorney and approved by the township board.**

A final PD agreement was reviewed and approved by the township attorney.

Analysis:

The plan has been reviewed by Township staff and consultants in accordance with our usual procedures. We offer the following comments for your consideration.

Planning Consultants (CWA) – CWA has reviewed the PD Stage II application and recommended approval in their letter dated August 30, 2017, with three conditions as noted.

Engineering Department (OHM) – The Township Engineer has recommended approval contingent on minor comments in their August 28, 2017 review letter. Mr. Parks also offers comments relating to a few engineering related issues that shall be resolved during the final engineering review.

YCUA – The Ypsilanti Community Utility Authority has reviewed and approved the water and sanitary sewer systems.

WCWRC – The Washtenaw County Water Resources Commission staff have offered comments on cost estimates in their letter dated June 29, 2017.

Road Commission – The Washtenaw County Road Commission offered comments in their letter dated July 26, 2017.

Township Attorney – The Township Attorney has reviewed and approved the Development Agreement, registered with Washtenaw County.

Fire Department – The Fire Department approved the plan as submitted per their letter on August 25, 2017.

Planning Commission Recommendation:

On September 12, 2017, the Planning Commission recommended approval by a unanimous vote for the PD Stage II for Majestic Lakes, with the following conditions:

- 1. A photometric plan and indicate pole type and light fixture type to be submitted for Township Board Review.*
- 2. Residential entrance signs to be submitted for Township Board Review.*
- 3. Elevations confirming all design requirements are met, to be reviewed as part of the building permit review.*

These conditions are being addressed in the modified development agreements for the three (3) remaining areas enclosed in the Board packet.

Motions:

We offer the following suggested motions for the Township Board to consider:

Motion to table:

I move to table the request for approval of PD Stage II for the Majestic Lakes Planned Development and the Ponds at Majestic Lakes, the Village at Majestic Lakes, and Majestic Lakes Estates Development Agreements to allow the applicant to consider the comments presented at the Township Board meeting.

Motion to approve:

I move to approve the PD Stage II Final Site Plan for the Majestic Lakes Planned Development and the Ponds at Majestic Lake, the Village at Majestic Lakes, and Majestic Lakes Estates Development Agreements with the following conditions:

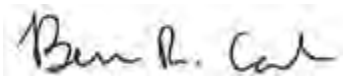
1. *Floor plans and elevations for the Ponds at Majestic Lakes and Majestic Lake Estates be reviewed and approved by the Township Board prior to construction.*
2. *Site Plan Comments in OHM's review letter dated August 28, 2017 are addressed during final engineering approvals.*
3. _____
4. _____

Motion to deny:

I move to deny the PD Stage II Final Site Plan for the Majestic Lakes Planned Development and the Ponds at Majestic Lake, Village at Majestic Lakes, and Majestic Lakes Estates Development Agreements for the following reasons:

1. _____
2. _____

Respectfully submitted,



Benjamin R. Carlisle, AICP
Township Planner

PD STAGE II DEVELOPMENT AGREEMENT
MAJESTIC LAKES PLANNED DEVELOPMENT
THE VILLAGE AT MAJESTIC LAKES

This PD Stage II Development Agreement ("**Agreement**") is entered into as the Effective Date provided below by **Blue Majestic LLC**, a Michigan limited liability company, whose address is 32400 Telegraph Road, Suite 200A, Bingham Farms, Michigan 48025, including its successors and assigns ("**Blue Majestic**"), and the **Charter Township of Ypsilanti**, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "**Township**").

RECITALS:

A. Blue Majestic and the Township entered into the Lakewood Planned Development Agreement, dated April 8, 2013, and recorded in Liber 5215, Page 442, Washtenaw County Records (the "**PD Agreement**"), with respect to certain real property which is described therein (the "**Planned Development**").

B. The PD Agreement was amended pursuant to the First Amendment to Lakewood Planned Development Agreement, dated September 15, 2015, and recorded in Liber 5220, Page 576, Washtenaw County Records (the "**First Amendment**"). Capitalized terms used, but not defined, in this Agreement shall have the meanings given to such terms in the PD Agreement and First Amendment.

C. In addition to the PD Agreement and First Amendment, the Planned Development is subject to the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions, dated May 18, 2007, and recorded in Liber 4627, Page 74 Washtenaw County Records, as amended ("**Declaration**").

D. Pursuant to the PD Agreement and First Amendment, Blue Majestic submitted to the Township an application for PD Stage I Preliminary Site Plan Approval, together with a copy of an amended PD Stage I Preliminary Site Plan (the "**Amended PD Stage I Preliminary Site Plan**"). The Township Board approved the Amended PD Stage I Preliminary Site Plan.

E. Pursuant to the Amended PD Stage I Preliminary Site Plan and First Amendment, the portion of the Planned Development which is described on **Exhibit A** attached hereto has

been approved for the development of single-family residential site condominium project to be known as The Village at Majestic Lakes (the "**Village Parcel**").

F. Blue Majestic has submitted a PD Stage II Final Site Plan for the development of the Village Parcel (the "**PD Stage II Final Site Plan**"). The Township Planning Commission forwarded to the Township Board its recommendations regarding the PD Stage II Final Site Plan and on _____, the Township Board reviewed and approved the PD Stage II Final Site Plan, subject to the conditions which are set forth in this Agreement.

G. Pursuant to Article XIX, Section 1919(2) of the Township's Zoning Ordinance, Blue Majestic and the Township desire to enter into this Agreement to identify the terms and conditions for the development of the Village Parcel, which constitute the basis for the Township Board's approval of the PD Stage II Final Site Plan for The Village at Majestic Lakes.

H. The PD Stage II Final Site Plan for The Village at Majestic Lakes is consistent with the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, and Article XIX of the Township's Zoning Ordinance pertaining to the use and development of a planned development.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Agreement, the parties agree as follows:

1. **Recitals Part of Amendment.** Blue Majestic and the Township acknowledge and represent that the Recitals are true, accurate and binding on the respective parties and are an integral part of this Amendment.

2. **Name of Planned Development Project.** The portion of the Majestic Lakes Planned Development which is identified on **Exhibit A**, and which is to be developed pursuant to this Agreement shall be referred to as either "**The Village at Majestic Lakes**" or the "**Village Parcel.**"

3. **Approval of PD Stage II Final Site Plan.** The PD Stage II Final Site Plan for The Village at Majestic Lakes consists of those plans identified on **Exhibit B** hereto. The PD Stage II Final Site Plan for The Village at Majestic Lakes has been approved in accordance with the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, 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. The parties acknowledge that the PD Stage II Final Site Plan for The Village at Majestic Lakes do not modify the obligations of others under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, or any PD Stage II final site plan that has been or will be approved for other phases of the Majestic Lakes Planned Development, relating to land or uses which are not within The Village at Majestic Lakes.

4. **Permitted Residential Development.** The Village at Majestic Lakes shall be developed, owned and operated as a single family residential project in accordance with the PD Stage II Final Site Plan for The Village at Majestic Lakes and this Agreement.

5. **Conditions of PD Stage II Final Site Plan Approval for The Village at Majestic Lakes.**

- Applicant shall comply with the photometric plans approved by the Township.
- As the Township has a no phosphorus ordinance, any notation of utilizing phosphorus within the landscape plans shall be deleted.
- The exterior materials shall include the materials shown on the approved elevations for The Village at Majestic Lakes and pursuant to and as allowed by Section 1909 of the Zoning Ordinance.
- *[Additional Conditions, if any]*

6. **Phased Development.** The Village at Majestic Lakes may be developed in phases in accordance with the PD Stage II Final Site Plan for The Village at Majestic Lakes, this Agreement, the PD Agreement and the First Amendment. Each phase shall include the associated infrastructure necessary to serve such phase. Subject to the foregoing, Blue Majestic shall have the right to determine the sequencing of such phases and more than one phase may be developed at the same time.

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

8. **Open Space Areas.** The Village at Majestic Lakes shall be entitled to the benefits of, and be subject to the obligations under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment and the Declaration, including the right of residents within The Village at Majestic Lakes to use the open areas as referenced therein and the obligation of the owners of units within The Village at Majestic Lakes to contribute to the costs of operating the Lakewood Association.

9. **Master Deed and Bylaws.** Blue Majestic shall submit to the Township for its review and approval the master deed and bylaws for The Village at Majestic Lakes, which approval shall not be unreasonably withheld, conditioned or delayed ("**Master Deed**"). Following the Township's approval of such Master Deed, Blue Majestic shall record such Master Deed with the Washtenaw County Register of Deeds. The Village at Majestic Lakes may be established as one (1) condominium project or two (2) condominium projects known as The Village at Majestic Lakes I and The Village at Majestic Lakes II.

10. **Formation of Condominium Association.** Blue Majestic shall form an association to administer the condominium established pursuant to the Master Deed (“**Association**”). The Association shall be responsible for maintaining the general common element areas of the condominium for the common use and benefit of all residents and owners of units within the condominium. Every owner of a unit in the condominium 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 Blue Majestic is entitled to appoint the directors of the Association, Blue Majestic 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 Blue Majestic. The Association shall establish and levy assessments against the units within the condominium for the purpose of performing the Association’s maintenance and repair obligations with respect to any general common elements within the condominium and for other proper purposes of the Association. The Association’s assessment rights and the unit owner’s assessment obligations shall be more fully set forth in the Master Deed.

11. **Storm Water Management.** No part of the storm water detention areas within the Village Parcel shall be allowed to remain unkempt. All grass and growth shall be maintained and cut in accordance with Township ordinances. The inlets and outlets shall be kept functioning.

Without abrogating or limiting Blue Majestic’s continuing responsibility to maintain the detention areas during the period of construction, unless the Lakewood Association has such obligation, Blue Majestic shall cause the Association to assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, etc., 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 has inspected the required improvements and is reasonably satisfied they are proper and complete. Upon the completion of the storm water and detention facilities within the condominium and the approval of such storm drainage and detention facilities by the Washtenaw County Water Resources Commission, the Association shall be responsible for the maintenance of such storm drainage and detention facilities and Blue Majestic shall have no further maintenance obligations in connection therewith.

In the event Blue Majestic and/or the Association at any time fail to maintain or preserve the detention areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner’s Office may serve written notice by certified mail upon Blue Majestic and the Association, as applicable, setting forth the deficiencies in Blue Majestic’s or the Association’s maintenance and/or preservation of the detention areas, inlet and outlet areas, etc., 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, etc., 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%) percent surcharge for administrative costs, shall be assessed equally against each unit within the condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the detention areas, the inlet, and outlet areas and the Township's right to enforce this obligation against Blue Majestic and/or the Association and/or the unit owners in the condominium shall be set forth in the Master Deed.

12. **Applicable Yard Setbacks.** The PD Stage II Final Site Plan for The Village at Majestic Lakes identifies the width and size of each unit within The Village at Majestic Lakes and the approved front yard, rear yard and side yard setbacks for each unit within The Village at Majestic Lakes. 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's Office of Community Standards, without the necessity of amending this Agreement.

13. **Development Review.** The PD Stage II Final Site Plan for The Village at Majestic Lakes and detailed construction plans for The Village at Majestic Lakes, and the dwellings to be built within The Village at Majestic Lakes, 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 Village at Majestic Lakes or the architectural standards governing construction in The Village at Majestic Lakes that become effective after the date of the approval of the PD Stage II Final Site Plan for The Village at Majestic Lakes.

14. **Roads.** The internal roads within The Village at Majestic Lakes shall be public in accordance with Section 2.14 of the PD Agreement. All interior roads shall be constructed to the applicable standards of the Washtenaw County Road Commission as outlined within the engineering plans which have been approved by the Township and the Washtenaw County Road Commission. Blue Majestic shall deposit with the Washtenaw County Road Commission the required performance guaranties for the inspection and completion of the roads within The Village at Majestic Lakes.

15. **Interior Sidewalks.** Interior sidewalks shall be installed within The Village at Majestic Lakes in accordance with Section 2.15 of the PD Agreement.

16. **Public Water and Sewer.** The Village at Majestic Lakes 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 The Village at Majestic Lakes, including but not limited to engineering inspections, water tap fees and sewer tap fees, shall be paid by Blue Majestic, 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, dated August 1, 2006, and the accompanying receipt, dated August 17, 2006. To the extent not previously done by the Original Developer or Blue Majestic, Blue Majestic shall dedicate all necessary easements to the Township for the maintenance, repair and replacement of the public water and sanitary sewer lines within The Village at Majestic Lakes.

17. **Street Lighting.** To the extent not previously done so by the Original Developer, Blue Majestic shall petition the Township for the creation and establishment of 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 Village at Majestic Lakes. The creation and establishment of the special assessment district for the purpose of street lighting shall be finalized for the portion of The Village at Majestic Lakes for which building permits are requested prior to the issuance of certificates of occupancy within such portion of The Village at Majestic Lakes. Upon the creation and establishment of the special assessment district for purposes of street lighting, Blue Majestic shall install within each special assessment district for which Blue Majestic has requested and has been approved for the issuance of building permits, street lighting which meets or exceeds the minimum residential street lighting standards of the DTE Energy and such installation shall be completed prior to the issuance of certificates of occupancy in such portion of the Planned Development.

18. **Security Cameras.** Security cameras shall be installed at the two entranceways on Tuttle Hill Road, and the one entranceway to the Planned Development on Textile Road. The security cameras shall meet the specifications established by the Township. Such cameras shall be monitored by the Township's Department of Public Safety. Blue Majestic shall petition the Township to create a special assessment district ("Security Camera SAD") for the purpose of defraying the Township's cost of maintaining and repairing the security cameras. The Security Camera SAD shall be based on the relative number of units within such The Village at Majestic Lakes in relation to the total number of units that are contained in the Planned Development. Provided that Blue Majestic has cooperated in the creation and establishment of the Security Camera SAD, the Township shall not withhold or delay issuance of certificates of occupancy for homes within The Village at Majestic Lakes.

19. **Street Trees within The Village at Majestic Lakes.** Blue Majestic shall install or cause to be installed trees within the street right-of-way line for each portion of The Village at Majestic Lakes for which Blue Majestic has requested and has been approved for the issuance of building permits in accordance with the approved Final Landscape Plan with respect to The Village at Majestic Lakes and any amendments thereto approved by the Township. Where necessary or advisable due to site conditions, sight requirements of the WCRC, the location of public or private utilities or similar factors, such street tree installation may deviate from the Final Landscape Plan, provided that the Plan's average separation is maintained throughout The Village at Majestic Lakes. To secure such obligation for any portion of The Village at Majestic Lakes for which Blue Majestic has requested and has been approved for the issuance of building permits, Blue Majestic shall post with the Township security, plus a 10% inspection fee, for such

street tree installation in the form an irrevocable bank letter of credit or check to the Township in an amount reasonably determined by the Township necessary to secure the installation of street trees within such portions of The Village at Majestic Lakes. Blue Majestic may contractually assign these street tree installation obligations to a third party, including residential builders, provided Blue Majestic remains directly liable for the installation of street trees in the applicable portions of The Village at Majestic Lakes. However, Blue Majestic may be relieved of these street tree installation obligations for a particular unit and Blue Majestic's security obligation shall be reduced pro-rata if a third party replaces Blue Majestic's security with its own security. Blue Majestic shall be responsible for replacing any street tree on a particular unit which is determined by the Township's inspector within one (1) year after such street tree's installation to be diseased, dead or dying; provided that, if a third party has posted the security for the installation of the applicable street tree, such third party shall be responsible for the replacement of such tree. Following the expiration of such one (1) year period, the Association or the unit owners shall have the obligation to replace diseased, dead or dying street trees, as provided in the Master Deed and Blue Majestic and/or its assignee shall have no further obligations in connection therewith. The Township shall reduce Blue Majestic's security, on a pro rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Blue Majestic retains with the Township security to cover the reasonable cost of inspection by the Township.

20. **Marketing Procedure.** In addition to the provisions of Section 3.3 of the PD Agreement, Blue Majestic may utilize one construction trailer for The Village at Majestic Lakes until such time as construction within The Village at Majestic Lakes has been completed.

21. **Rent Restrictions.** 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.

Blue Majestic agrees to impose certain restrictions on the rental of homes within The Village at Majestic Lakes in order to promote and preserve the owner occupied character of such neighborhood. At the same time, the parties recognize that a home owner 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. Thus, based upon the foregoing, The Village at Majestic Lakes shall be subject to the following restrictions:

(a) A single family home within The Village at Majestic Lakes shall not be purchased for the purpose of leasing the home to other persons. A home within The Village at Majestic Lakes shall only be sold to persons who intend to occupy such home as their personal residence.

(b) 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 (c) below, the tenant(s) shall be required to immediately vacate the home, unless such tenant is the purchaser of the home.

(c) A home owner who is permitted to lease his or her home pursuant to subparagraph (b) 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 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.

(d) For purposes of the foregoing restrictions, the grant of a mortgage by a home owner shall not constitute a transfer of the home owner’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.

(e) 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.

(f) Except as provided above in this Section, the leasing of homes within The Village at Majestic Lakes shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association.

(g) 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.

(h) All leases or rental agreements that are permitted under this Section shall incorporate the foregoing provisions.

(i) The foregoing restrictions shall be contained in the Master Deed. The Master Deed 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 Deed may contain such additional restrictions relating to the leasing of condominium units, as determined by Blue Majestic.

22. **Surety and Escrows for Infrastructure Improvements.** The portion of The Village of Majestic Lakes which is identified as units 1-34 on the PD Stage II Final Site Plan has been partially developed as provided in Section 2.2 of the PD Agreement. Blue Majestic 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

within such portion of The Village at Majestic Lakes, 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 any portion of the remainder of The Village at Majestic Lakes for which Blue Majestic has requested and has been approved for building permits, Blue Majestic 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 within such portion of The Village at Majestic Lakes, 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.

Blue Majestic may satisfy the foregoing surety or escrow requirements 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, Blue Majestic shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. Blue Majestic 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 such portions of The Village at Majestic Lakes are accepted and approved and the Township agrees that, at Blue Majestic's request, and upon approval from the appropriate inspecting agency, sureties held by the Township will be released to Blue Majestic for completed portions of The Village at Majestic Lakes. The Township will use its good faith commercially reasonable efforts to release such funds to Blue Majestic within thirty (30) days from the Township's receipt of a written request for payment from Blue Majestic, and in any event, such funds shall be released by the Township to Blue Majestic within forty-five (45) days from the Township's receipt of a written request for payment from Blue Majestic.

23. **Construction Access.** Blue Majestic 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 Blue Majestic.

24. **Engineering Plans and Certification.**

(a) With respect to each phase of The Village at Majestic Lakes that is developed, Blue Majestic shall furnish a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within such phase, per the "as built" plans, have been constructed in accordance with this Agreement, and the approved PD Stage II Final Site Plan and engineering plans for The Village at Majestic Lakes.

(b) Following the completion of each development phase of The Village at Majestic Lakes, Blue Majestic shall furnish "as built" engineering plans (3 hard copies, digital pdf), reviewed and approved by the Township Engineer, showing all site improvements installed within such phase per Township specifications. All inspections for water and sewer (sanitary and storm) installations within The Village at Majestic Lakes are to be performed by Township and YCUA engineering inspectors, with applicable fees.

(c) Blue Majestic shall furnish a "project engineer's certificate" for each phase of The Village at Majestic Lakes being developed by Blue Majestic, indicating that all soil erosion and sedimentation measures for such phase have been complied with, according Chapter 24, Article VI of the Township Municipal Code and part 91 of Act 451 of the Public Acts of 1994.

25. **Underground Utilities.** To the extent not previously installed, Blue Majestic shall cause to be installed underground within The Village at Majestic Lakes, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. Blue Majestic shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not previously established.

26. **Removal of Construction Debris.** Blue Majestic shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within The Village at Majestic Lakes and within two weeks of completion or abandonment of construction of each development phase. Blue Majestic 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.

27. **Vested Project; Successor Developer.** The Village at Majestic Lakes shall be deemed fully "vested." Beginning on the date of this Agreement, subsequent owners of the entire Village Parcel agree to assume Blue Majestic's rights and obligations with respect to the Village Parcel under the PD Agreement, the First Amendment, the Amended PD Stage I Preliminary Site Plan; and thereafter, Blue Majestic shall have no further obligations or liability in connection therewith. The Township confirms, as of the date of this Agreement, that there are no violations of the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration or any of any applicable law, including the Township Ordinance, relating to the Village Parcel.

28. **Blue Majestic agrees:**

(a) To prepare and submit to the Township for approval detailed plans and specifications prepared by a registered professional engineer for construction of on-site improvements, according to "Engineering Design Specifications for On-Site Improvements" adopted by the Township and the Ypsilanti Community Utility Authority ("YCUA") (which plans and specifications have been submitted as identified on Exhibit B attached hereto) with the understanding that no work on said improvements shall be commenced except in compliance

with the Township Zoning Ordinance until such plans and specifications have been approved by the Township Planner and Township Engineer and which engineering plans have been so approved June 8, 2017 (subject to satisfaction of the conditions set forth in the Township Engineer letter of approval dated June 8, 2017) and to provide such other information to the Township Departments as set forth in the Township Engineer letter of approval dated June 8, 2017.

(b) To install required lot grading and soil erosion and sedimentation control improvements and to provide drainage for storm water from the Village Parcel in accordance with applicable standards so that storm water will not flow from the Village Parcel on to any adjacent property in such amounts that do not exceed the amounts from the undeveloped condition.

(c) To remove all discarded building material and rubbish from the Village Parcel at least once every two weeks during construction of improvements and within one month after completion or abandonment of construction. Blue Majestic further agree that no burning shall be allowed on the site unless an exception is granted by the Ypsilanti Township Board of Trustees and the Township Fire Department.

(d) 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.

(e) Notwithstanding anything to the contrary set forth herein, the following understandings have been reached between the Township and the Blue Majestic as a part of Blue Majestic's preliminary site plan approval and are hereby reaffirmed and incorporated in this Agreement:

(i) Blue Majestic's Landscape Architectural Plans shall include appropriate berming and planting in accordance with the approved site plan.

(ii) Blue Majestic shall endeavor to cooperate with the Township Solid Waste Committee on future recycling activities.

(iii) Blue Majestic shall paint fire hydrants "Rustoleum School Bus Yellow" in accordance with Township Fire Departments standards.

The Township Hereby Agrees:

(a) To accept appropriate easements for public water mains and sanitary sewers.

(b) To provide timely and reasonable Township inspections as may be required during construction.

29. **Miscellaneous.**

(a) **Execution in Counterparts.** 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.

(b) **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 Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration. Except as specifically identified herein or as related to the Conditions of PD Stage II Final Site Plan Approval for The Village at Majestic Lakes contained in paragraph 5 of this Agreement, this Agreement is intended to reflect and reiterate the obligations of the owner of The Village at Majestic Lakes and of the Township as referenced in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration and is not intended to materially modify such obligations.

(c) **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.

(d) **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.

(e) **Joint Product of Parties.** This Agreement is the result of arms-length negotiations between Blue Majestic 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.

(f) **Inspections.** In consideration of the above undertakings, the Township shall provide timely and reasonable Township inspections as may be required during construction of The Village at Majestic Lakes.

(g) **Recordation of Agreement.** The Blue Majestic shall record this Agreement with the Washtenaw County Register of Deeds and further provide a recorded copy to the Township Clerks Office.

(h) **Effect of Agreement.** Except as modified by this Agreement and the PD Stage II Final Site Plan for The Village at Majestic Lakes, the terms and provisions of the PD Agreement and the First Amendment shall continue in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this Agreement and any other agreement or applicable document, including the PD Stage II Final Site Plan for The Village at Majestic Lakes, 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 The Village at Majestic Lakes shall control and variances shall not be required.

(j) **Effective Date.** The Effective Date of this Amendment shall be the last date on which both Blue Majestic and the Township sign this Amendment.

(k) **Obligations of Successor Developers.** This Agreement is not intended to create contractual rights for third parties. It may be enforced, amended or rescinded only by a writing executed by both parties or their successors-in-interest. The obligation of Blue Majestic contained herein shall be binding on successors and assigns in ownership of The Village Parcel and shall run with the land. Blue Majestic is no longer responsible for obligations under this Agreement: (i) upon assignment of this Agreement, including a partial assignment of this Agreement with respect to a portion of the Village Parcel; or (ii) upon the sale of the Village Parcel, or a portion thereof, to a third party, with respect to the portion sold.

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

Township:

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____
Brenda L. Stumbo

Its: Supervisor

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____
Karen Lovejoy Roe

Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

On this ____ day of _____, 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.

_____, Notary Public _____ County, MI
Acting in the County of _____, State of Michigan
My Commission expires: _____

DRAFTED JOINTLY BY BLUE MAJESTIC AND THE TOWNSHP:

WHEN RECORDED RETURN TO:

Wm. Douglas Winters
McLain & Winters
61 N. Huron St.
Ypsilanti, MI 48197

Mark S. Cohn
Seyburn Kahn
2000 Town Center, Ste 1500
Southfield, MI 48075

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I

DESCRIPTION OF A 11.66 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 211.42 FEET; THENCE THE FOLLOWING TWENTY ONE (21) COURSES ALONG LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, ACCORDING TO THE MASTER DEED, AS RECORDED IN LIBER 4627, PAGE 76, WASHTENAW COUNTY RECORDS: 133.66 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S77°50'41"W 132.76 FEET, S89°20'36"W 257.52 FEET, S00°39'24"E 130.55 FEET, S89°20'36"W 569.22 FEET, S00°39'24"E 120.00 FEET, S28°37'07"W 75.66 FEET, S88°37'17"W 66.01 FEET, S79°41'43"W 96.47 FEET, S89°20'36"W 44.89 FEET, S00°39'24"E 32.87 FEET, S04°42'20"E 56.91 FEET, S14°44'01"E 83.96 FEET, S26°42'11"E 84.11 FEET, N57°18'25"E 140.00 FEET, 23.07 FEET ALONG THE ARC OF A 263.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S35°12'21"E 23.06 FEET, S52°16'54"W 135.00 FEET, S43°42'30"E 83.07 FEET, S55°50'11"E 84.96 FEET, S67°55'55"E 82.91 FEET, S76°29'12"E 83.64 FEET, AND S88°01'35"E 30.64 FEET; THENCE S89°45'51"W 515.16 FEET; THENCE N00°39'24"W 959.17 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF SAID TUTTLE HILL ROAD TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 11.66 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 60 FEET THEREOF AS OCCUPIED BY SAID TUTTLE HILL ROAD.

PARCEL II

DESCRIPTION OF A 17.74 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE

CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH); THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 3.57 FEET FOR A PLACE OF BEGINNING; THENCE N31°54'36"E 441.75 FEET; THENCE N89°51'07"E 1218.93 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 26 TO THE CENTER POST OF SAID SECTION 26; THENCE S00°34'23"W 1109.87 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 (AS MONUMENTED); THENCE N15°51'33"W 45.04 FEET; THENCE N21°59'29"W 75.40 FEET; THENCE N29°40'14"W 75.40 FEET; THENCE N39°14'51"W 112.56 FEET; THENCE N54°05'18"W 66.65 FEET; N58°04'44"W 1018.01 FEET; THENCE 18.64 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S34°37'54"W 18.63 FEET; THENCE S31°55'16"W 111.39 FEET; THENCE S33°20'13"W 66.02 FEET; THENCE 167.10 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S51°58'13"W 165.36 FEET; THENCE N41°40'00"W 207.85 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 17.74 ACRES OF LAND, MORE OR LESS.

EXHIBIT B
MAJESTIC LAKES
 Planned Development Stage II Plans
 Atwell, LLC - Job #14000914

SITE PLANS

Sheet Number	Sheet Title	Last Revised Date
01	Cover	August 10, 2017
02	Aerial Photo	August 10, 2017
03	Existing Conditions	August 10, 2017
04	Overall Layout Plan	August 10, 2017
05	Detailed Layout Plan	August 10, 2017
06	Detailed Layout Plan	August 10, 2017
07	Detailed Layout Plan	August 10, 2017
08	Detailed Layout Plan	August 10, 2017
09	Utility Plan	August 10, 2017
10	Utility Plan	August 10, 2017
11	Utility Plan	August 10, 2017
12	Utility Plan	August 10, 2017
13	Open Space Plan	August 10, 2017
14	Open Space Plan	August 10, 2017

LANDSCAPE PLANS

Sheet Number	Sheet Title	Last Revised Date
L-1	Landscape Plan	August 10, 2017
L-2	Landscape Plan	August 10, 2017
L-3	Forebay Landscape Plans	August 10, 2017
L-4	Landscape Specifications & Details	August 10, 2017

ENGINEERING PLANS

Sheet Number	Sheet Title	Last Revised Date
1-60	-----	July 31, 2017

EXHIBIT C
PLANS AND ELEVATIONS

The Petoskey

Majestic Lakes
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,320 - 2,333 Sq. Ft.
4 Bedrooms
2.5 Baths



Open the door to the Petoskey, and you'll instantly feel at home. This inviting home features plenty of living and entertaining space for a growing family. The first floor features a spacious great room that opens to the kitchen, complete with an eat-in nook and walk-in pantry. A convenient powder room adds to this beautiful home's functionality. Upstairs, the master suite offers a large walk-in closet and private bath with an optional separate shower and soaking tub. An expansive loft, convenient laundry room, three secondary bedrooms and additional full bath round out the living space on the second floor.



Elevations on this page approved / not approved as indicated herein.

Authorized Signature Date



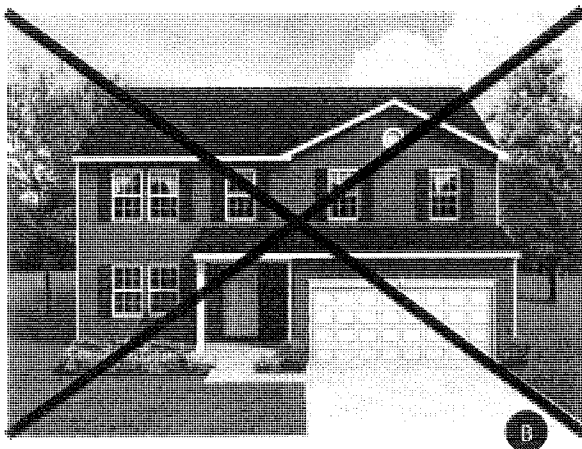
The Mackinac

Majestic Lakes
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,752 - 2,765 Sq. Ft.
4 Bedrooms
2.5 Baths



The Mackinac is perfect for a young family with an active lifestyle! This home features four bedrooms, two and a half baths, and an attached 2-car garage for added convenience. The first floor offers plenty of space for family gathering and features a spacious great room that opens to a large kitchen with an eat-in nook, walk-in pantry and optional box bay entrance to the backyard. A cozy second-floor loft, three secondary bedrooms and large master suite complete the second floor.



Elevations on this page approved / not approved as indicated herein.

Authorized Signature Date



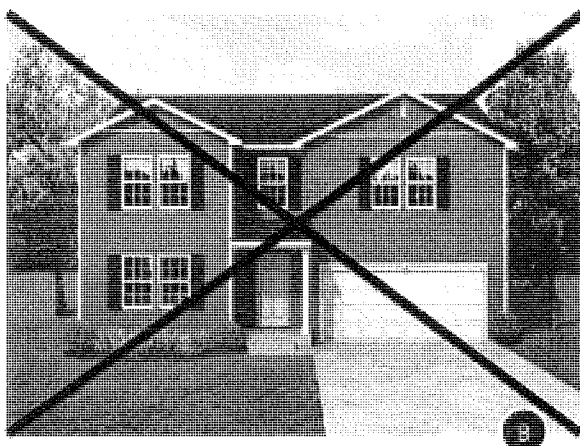
The Traverse

Majestic Lakes
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,592 - 2,605 Sq. Ft.
4 Bedrooms
2.5 Baths



The Traverse is a perfect home for a growing family! The large kitchen with eat-in nook and walk-in pantry open to an oversized step-down great room, which is the perfect spot for family gatherings. The second floor features a loft, laundry room, two full baths and four spacious bedrooms, including a master suite with a large walk-in closet and private bath. A spacious flex room, powder room, and attached 2-car garage offer the storage space and convenience today's families desire.



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Authorized Signature Date



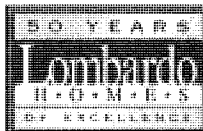
Nature Series
The Elwood

Majestic Lakes
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,432 - 2,777 Sq. Ft.
4-5 Bedrooms
2.5-3 Baths



You'll feel right at home at the Elwood, a charming two-story home with four bedrooms, two and a half bathrooms, and an abundance of living space. Off the garage is a private family entry and walk-in closet, perfect for storing boots and coats on wet, muddy days. The open great room is ideal for gathering and entertaining, while the kitchen's generous counter space and optional center island offer plenty of space for preparing and cooking meals. A cozy study tucked off the foyer and large second-story loft offer additional living spaces within the home. Three secondary bedrooms and a spacious master suite complete this desirable home.



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Rev 11/14/14

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Nature Series
The Harvest

Majestic Lakes
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

1,926 - 2,264 Sq. Ft.
3 Bedrooms
2.5 Baths



The Harvest offers functionality, generous space, and value all in one! The bright foyer opens to a generously sized great room. Next to the great room is a quaint eat-in nook and perfectly planned kitchen, complete with a huge, walk-in pantry. Upstairs is a large master suite with walk-in closet and adjoining master bath with an oversized tub, private commode and plenty of vanity space. Two secondary bedrooms are spacious and both offer generous closet space. The large second-floor loft is convenient as a playroom or additional TV room, while the second-floor laundry room adds convenience to both washing and putting away the laundry. You'll feel right at home at the Harvest!



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Rev 6/17/14

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Nature Series
The Lakeland

Majestic Lakes
Elevations submitted for Township
approval pursuant to Section 3.2
of the Lakewood PD Agreement.

2,524 - 3,079 Sq. Ft.
4-5 Bedrooms
2.5-4 Baths



It's easy to see why families love the Lakeland. This gorgeous two story home features a large kitchen and nook that open to the great room, offering plenty of gathering space. An intimate formal dining room at the front of the home has the option to be converted into a den or family work space. Upstairs, three large secondary bedrooms with walk-in closets offer space for guests or children of any age. The master retreat is inviting, with a spa-like bath and huge walk-in closet. A convenient second story loft and laundry room complete the spacious layout of this home.



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Authorized Signature

Date



Rev 11/14/14

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Nature Series
The Leland

Majestic Lakes
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,185-2,529 Sq. Ft.
3-5 Bedrooms
2.5-3 Baths



The Leland offers the space, charm and convenience you're looking for in a new home. This open floor plan features a large great room, three family-sized bedrooms, a loft, and private study. The generous kitchen opens to the eat-in nook and great room, creating the perfect area for entertaining family and friends. The master suite on the second floor is the ideal retreat for homeowners, complete with a private bath and walk-in closet. In addition, homeowners have an array of structural options to choose from to customize the home to fit their needs. You'll feel right at home at the Leland!



Elevations on this page approved / not approved as indicated herein.

Authorized Signature _____
Date



PD STAGE II DEVELOPMENT AGREEMENT
MAJESTIC LAKES PLANNED DEVELOPMENT
MAJESTIC LAKES ESTATES

This PD Stage II Development Agreement ("**Agreement**") is entered into as the Effective Date provided below by **Blue Majestic LLC**, a Michigan limited liability company, whose address is 32400 Telegraph Road, Suite 200A, Bingham Farms, Michigan 48025, including its successors and assigns ("**Blue Majestic**"), and the **Charter Township of Ypsilanti**, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "**Township**").

RECITALS:

A. Blue Majestic and the Township entered into the Lakewood Planned Development Agreement, dated April 8, 2013, and recorded in Liber 5215, Page 442, Washtenaw County Records (the "**PD Agreement**"), with respect to certain real property which is described therein (the "**Planned Development**").

B. The PD Agreement was amended pursuant to the First Amendment to Lakewood Planned Development Agreement, dated September 15, 2015, and recorded in Liber 5220, Page 576, Washtenaw County Records (the "**First Amendment**"). Capitalized terms used, but not defined, in this Agreement shall have the meanings given to such terms in the PD Agreement and First Amendment.

C. In addition to the PD Agreement and First Amendment, the Planned Development is subject to the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions, dated May 18, 2007, and recorded in Liber 4627, Page 74 Washtenaw County Records, as amended ("**Declaration**").

D. Pursuant to the PD Agreement and First Amendment, Blue Majestic submitted to the Township an application for PD Stage I Preliminary Site Plan Approval, together with a copy of an amended PD Stage I Preliminary Site Plan (the "**Amended PD Stage I Preliminary Site Plan**"). The Township Board approved the Amended PD Stage I Preliminary Site Plan.

E. Pursuant to the Amended PD Stage I Preliminary Site Plan and First Amendment, the portion of the Planned Development which is described on **Exhibit A** attached hereto has

been approved for the development of single-family residential site condominium project to be known as Majestic Lakes Estates (the "**Estates Parcel**").

F. Blue Majestic has submitted a PD Stage II Final Site Plan for the development of the Estates Parcel (the "**PD Stage II Final Site Plan**"). The Township Planning Commission forwarded to the Township Board its recommendations regarding the PD Stage II Final Site Plan and on _____, the Township Board reviewed and approved the PD Stage II Final Site Plan, subject to the conditions which are set forth in this Agreement.

G. Pursuant to Article XIX, Section 1919(2) of the Township's Zoning Ordinance, Blue Majestic and the Township desire to enter into this Agreement to identify the terms and conditions for the development of the Estates Parcel, which constitute the basis for the Township Board's approval of the PD Stage II Final Site Plan for Majestic Lakes Estates.

H. The PD Stage II Final Site Plan for Majestic Lakes Estates is consistent with the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, and Article XIX of the Township's Zoning Ordinance pertaining to the use and development of a planned development.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Agreement, the parties agree as follows:

1. **Recitals Part of Amendment.** Blue Majestic and the Township acknowledge and represent that the Recitals are true, accurate and binding on the respective parties and are an integral part of this Amendment.

2. **Name of Planned Development Project.** The portion of the Majestic Lakes Planned Development which is identified on **Exhibit A**, and which is to be developed pursuant to this Agreement shall be referred to as either "**Majestic Lakes Estates**" or the "**Estates Parcel.**"

3. **Approval of PD Stage II Final Site Plan.** The PD Stage II Final Site Plan for Majestic Lakes Estates consists of those plans identified on **Exhibit B** hereto. The PD Stage II Final Site Plan for Majestic Lakes Estates has been approved in accordance with the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, 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. The parties acknowledge that the PD Stage II Final Site Plan for Majestic Lakes Estates do not modify the obligations of others under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, or any PD Stage II final site plan that has been or will be approved for other phases of the Majestic Lakes Planned Development, relating to land or uses which are not within Majestic Lakes Estates.

4. **Permitted Residential Development.** Majestic Lakes Estates shall be developed, owned and operated as a single family residential project in accordance with the PD Stage II Final Site Plan for Majestic Lakes Estates and this Agreement.

5. **Conditions of PD Stage II Final Site Plan Approval for Majestic Lakes Estates.**

- Applicant shall comply with the photometric plans approved by the Township.
- As the Township has a no phosphorus ordinance, any notation of utilizing phosphorus within the landscape plans shall be deleted.
- The exterior materials shall include the materials shown on the elevations for Majestic Lakes Estates which are approved by the Township and pursuant to and as allowed by Section 1909 of the Zoning Ordinance.
- [*Additional Conditions, if any*]

6. **Phased Development.** Majestic Lakes Estates may be developed in phases in accordance with the PD Stage II Final Site Plan for Majestic Lakes Estates, this Agreement, the PD Agreement and the First Amendment. Each phase shall include the associated infrastructure necessary to serve such phase. Subject to the foregoing, Blue Majestic shall have the right to determine the sequencing of such phases and more than one phase may be developed at the same time.

7. **Plans and Elevations.** As of the date of this Agreement, a builder has not been selected by Blue Majestic for Majestic Lakes Estates. Prior to obtaining building permits for the construction of homes within Majestic Lakes Estates, Blue Majestic or its designated builder shall submit plans and elevations to the Township for its approval, which approval shall not be unreasonably withheld if such plans and elevations are consistent with the plans and elevations that have been approved by the Township for other portions of the Planned Development.

8. **Open Space Areas.** Majestic Lakes Estates shall be entitled to the benefits of, and be subject to the obligations under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment and the Declaration, including the right of residents within Majestic Lakes Estates to use the open areas as referenced therein and the obligation of the owners of units within Majestic Lakes Estates to contribute to the costs of operating the Lakewood Association.

9. **Master Deed and Bylaws.** Blue Majestic shall submit to the Township for its review and approval the master deed and bylaws for Majestic Lakes Estates, which approval shall not be unreasonably withheld, conditioned or delayed (“**Master Deed**”). Following the Township’s approval of such Master Deed, Blue Majestic shall record such Master Deed with the Washtenaw County Register of Deeds.

10. **Formation of Condominium Association.** Blue Majestic shall form an association to administer the condominium established pursuant to the Master Deed (“**Association**”). The Association shall be responsible for maintaining the general common element areas of the condominium for the common use and benefit of all residents and owners of units within the condominium. Every owner of a unit in the condominium 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 Blue Majestic is entitled to appoint the directors of the Association, Blue Majestic 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 Blue Majestic. The Association shall establish and levy assessments against the units within the condominium for the purpose of performing the Association’s maintenance and repair obligations with respect to any general common elements within the condominium and for other proper purposes of the Association. The Association’s assessment rights and the unit owner’s assessment obligations shall be more fully set forth in the Master Deed.

11. **Storm Water Management.** No part of the storm water detention areas within the Estates Parcel shall be allowed to remain unkempt. All grass and growth shall be maintained and cut in accordance with Township ordinances. The inlets and outlets shall be kept functioning.

Without abrogating or limiting Blue Majestic’s continuing responsibility to maintain the detention areas during the period of construction, unless the Lakewood Association has such obligation, Blue Majestic shall cause the Association to assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, etc., 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 has inspected the required improvements and is reasonably satisfied they are proper and complete. Upon the completion of the storm water and detention facilities within the condominium and the approval of such storm drainage and detention facilities by the Washtenaw County Water Resources Commission, the Association shall be responsible for the maintenance of such storm drainage and detention facilities and Blue Majestic shall have no further maintenance obligations in connection therewith.

In the event Blue Majestic and/or the Association at any time fail to maintain or preserve the detention areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner’s Office may serve written notice by certified mail upon Blue Majestic and the Association, as applicable, setting forth the deficiencies in Blue Majestic’s or the Association’s maintenance and/or preservation of the detention areas, inlet and outlet areas, etc., 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, etc., 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%) percent surcharge for administrative costs, shall be assessed equally against each unit within the condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the detention areas, the inlet, and outlet areas and the Township's right to enforce this obligation against Blue Majestic and/or the Association and/or the unit owners in the condominium shall be set forth in the Master Deed.

12. **Applicable Yard Setbacks.** The PD Stage II Final Site Plan for Majestic Lakes Estates identifies the width and size of each unit within Majestic Lakes Estates and the approved front yard, rear yard and side yard setbacks for each unit within Majestic Lakes Estates. 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's Office of Community Standards, without the necessity of amending this Agreement.

13. **Development Review.** The PD Stage II Final Site Plan for Majestic Lakes Estates and detailed construction plans for Majestic Lakes Estates, and the dwellings to be built within Majestic Lakes Estates, 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 Majestic Lakes Estates or the architectural standards governing construction in Majestic Lakes Estates that become effective after the date of the approval of the PD Stage II Final Site Plan for Majestic Lakes Estates.

14. **Roads.** The internal roads within Majestic Lakes Estates shall be public in accordance with Section 2.14 of the PD Agreement. All interior roads shall be constructed to the applicable standards of the Washtenaw County Road Commission as outlined within the engineering plans which have been approved by the Township and the Washtenaw County Road Commission. Blue Majestic shall deposit with the Washtenaw County Road Commission the required performance guaranties for the inspection and completion of the roads within Majestic Lakes Estates.

15. **Interior Sidewalks.** Interior sidewalks shall be installed within Majestic Lakes Estates in accordance with Section 2.15 of the PD Agreement.

16. **Public Water and Sewer.** Majestic Lakes Estates 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 Majestic Lakes Estates, including but not limited to engineering inspections,

water tap fees and sewer tap fees, shall be paid by Blue Majestic, 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, dated August 1, 2006, and the accompanying receipt, dated August 17, 2006. To the extent not previously done by the Original Developer or Blue Majestic, Blue Majestic shall dedicate all necessary easements to the Township for the maintenance, repair and replacement of the public water and sanitary sewer lines within Majestic Lakes Estates.

17. **Street Lighting.** To the extent not previously done so by the Original Developer, Blue Majestic shall petition the Township for the creation and establishment of 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 Majestic Lakes Estates. The creation and establishment of the special assessment district for the purpose of street lighting shall be finalized for the portion of Majestic Lakes Estates for which building permits are requested prior to the issuance of certificates of occupancy within such portion of Majestic Lakes Estates. Upon the creation and establishment of the special assessment district for purposes of street lighting, Blue Majestic shall install within each special assessment district for which Blue Majestic has requested and has been approved for the issuance of building permits, street lighting which meets or exceeds the minimum residential street lighting standards of the DTE Energy and such installation shall be completed prior to the issuance of certificates of occupancy in such portion of the Planned Development.

18. **Security Cameras.** Security cameras shall be installed at the two entranceways on Tuttle Hill Road, and the one entranceway to the Planned Development on Textile Road. The security cameras shall meet the specifications established by the Township. Such cameras shall be monitored by the Township's Department of Public Safety. Blue Majestic shall petition the Township to create a special assessment district ("Security Camera SAD") for the purpose of defraying the Township's cost of maintaining and repairing the security cameras. The Security Camera SAD shall be based on the relative number of units within such Majestic Lakes Estates in relation to the total number of units that are contained in the Planned Development. Provided that Blue Majestic has cooperated in the creation and establishment of the Security Camera SAD, the Township shall not withhold or delay issuance of certificates of occupancy for homes within Majestic Lakes Estates.

19. **Street Trees within Majestic Lakes Estates.** Blue Majestic shall install or cause to be installed trees within the street right-of-way line for each portion of Majestic Lakes Estates for which Blue Majestic has requested and has been approved for the issuance of building permits in accordance with the approved Final Landscape Plan with respect to Majestic Lakes Estates and any amendments thereto approved by the Township. Where necessary or advisable due to site conditions, sight requirements of the WCRC, the location of public or private utilities or similar factors, such street tree installation may deviate from the Final Landscape Plan, provided that the Plan's average separation is maintained throughout Majestic Lakes Estates. To secure such obligation for any portion of Majestic Lakes Estates for which Blue Majestic has requested and has been approved for the issuance of building permits, Blue Majestic shall post with the Township security, plus a 10% inspection fee, for such street tree installation in the form an irrevocable bank letter of credit or check to the Township in an amount reasonably

determined by the Township necessary to secure the installation of street trees within such portions of Majestic Lakes Estates. Blue Majestic may contractually assign these street tree installation obligations to a third party, including residential builders, provided Blue Majestic remains directly liable for the installation of street trees in the applicable portions of Majestic Lakes Estates. However, Blue Majestic may be relieved of these street tree installation obligations for a particular unit and Blue Majestic's security obligation shall be reduced pro-rata if a third party replaces Blue Majestic's security with its own security. Blue Majestic shall be responsible for replacing any street tree on a particular unit which is determined by the Township's inspector within one (1) year after such street tree's installation to be diseased, dead or dying; provided that, if a third party has posted the security for the installation of the applicable street tree, such third party shall be responsible for the replacement of such tree. Following the expiration of such one (1) year period, the Association or the unit owners shall have the obligation to replace diseased, dead or dying street trees, as provided in the Master Deed and Blue Majestic and/or its assignee shall have no further obligations in connection therewith. The Township shall reduce Blue Majestic's security, on a pro rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Blue Majestic retains with the Township security to cover the reasonable cost of inspection by the Township.

20. **Marketing Procedure.** In addition to the provisions of Section 3.3 of the PD Agreement, Blue Majestic may utilize one construction trailer for Majestic Lakes Estates until such time as construction within Majestic Lakes Estates has been completed.

21. **Rent Restrictions.** 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.

Blue Majestic agrees to impose certain restrictions on the rental of homes within Majestic Lakes Estates in order to promote and preserve the owner occupied character of such neighborhood. At the same time, the parties recognize that a home owner 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. Thus, based upon the foregoing, Majestic Lakes Estates shall be subject to the following restrictions:

(a) A single family home within Majestic Lakes Estates shall not be purchased for the purpose of leasing the home to other persons. A home within Majestic Lakes Estates shall only be sold to persons who intend to occupy such home as their personal residence.

(b) 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 (c) below, the tenant(s) shall be required to immediately vacate the home, unless such tenant is the purchaser of the home.

(c) A home owner who is permitted to lease his or her home pursuant to subparagraph (b) 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 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.

(d) For purposes of the foregoing restrictions, the grant of a mortgage by a home owner shall not constitute a transfer of the home owner’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.

(e) 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.

(f) Except as provided above in this Section, the leasing of homes within Majestic Lakes Estates shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association.

(g) 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.

(h) All leases or rental agreements that are permitted under this Section shall incorporate the foregoing provisions.

(i) The foregoing restrictions shall be contained in the Master Deed. The Master Deed 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 Deed may contain such additional restrictions relating to the leasing of condominium units, as determined by Blue Majestic.

22. **Surety and Escrows for Infrastructure Improvements.** Blue Majestic 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 within such portion of Majestic Lakes Estates, 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 any portion of the remainder of Majestic Lakes Estates for which Blue Majestic has requested and has been approved for building permits, Blue Majestic 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 within such portion of Majestic Lakes Estates, 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.

Blue Majestic may satisfy the foregoing surety or escrow requirements 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, Blue Majestic shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. Blue Majestic 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 such portions of Majestic Lakes Estates are accepted and approved and the Township agrees that, at Blue Majestic's request, and upon approval from the appropriate inspecting agency, sureties held by the Township will be released to Blue Majestic for completed portions of Majestic Lakes Estates. The Township will use its good faith commercially reasonable efforts to release such funds to Blue Majestic within thirty (30) days from the Township's receipt of a written request for payment from Blue Majestic, and in any event, such funds shall be released by the Township to Blue Majestic within forty-five (45) days from the Township's receipt of a written request for payment from Blue Majestic.

23. **Construction Access.** Blue Majestic 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 Blue Majestic.

24. **Engineering Plans and Certification.**

(a) With respect to each phase of Majestic Lakes Estates that is developed, Blue Majestic shall furnish a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within such phase, per the "as built" plans, have been constructed in accordance with this Agreement, and the approved PD Stage II Final Site Plan and engineering plans for Majestic Lakes Estates.

(b) Following the completion of each development phase of Majestic Lakes Estates, Blue Majestic shall furnish "as built" engineering plans (3 hard copies, digital pdf), reviewed and approved by the Township Engineer, showing all site improvements installed

within such phase per Township specifications. All inspections for water and sewer (sanitary and storm) installations within Majestic Lakes Estates are to be performed by Township and YCUA engineering inspectors, with applicable fees.

(c) Blue Majestic shall furnish a "project engineer's certificate" for each phase of Majestic Lakes Estates being developed by Blue Majestic, indicating that all soil erosion and sedimentation measures for such phase have been complied with, according Chapter 24, Article VI of the Township Municipal Code and part 91 of Act 451 of the Public Acts of 1994.

25. **Underground Utilities.** To the extent not previously installed, Blue Majestic shall cause to be installed underground within Majestic Lakes Estates, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. Blue Majestic shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not previously established.

26. **Removal of Construction Debris.** Blue Majestic shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within Majestic Lakes Estates and within two weeks of completion or abandonment of construction of each development phase. Blue Majestic 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.

27. **Vested Project; Successor Developer.** Majestic Lakes Estates shall be deemed fully "vested." Beginning on the date of this Agreement, subsequent owners of the entire Estates Parcel agree to assume Blue Majestic's rights and obligations with respect to the Estates Parcel under the PD Agreement, the First Amendment, the Amended PD Stage I Preliminary Site Plan; and thereafter, Blue Majestic shall have no further obligations or liability in connection therewith. The Township confirms, as of the date of this Agreement, that there are no violations of the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration or any of any applicable law, including the Township Ordinance, relating to the Estates Parcel.

28. **Blue Majestic agrees:**

(a) To prepare and submit to the Township for approval detailed plans and specifications prepared by a registered professional engineer for construction of on-site improvements, according to "Engineering Design Specifications for On-Site Improvements" adopted by the Township and the Ypsilanti Community Utility Authority ("YCUA") (which plans and specifications have been submitted as identified on Exhibit B attached hereto) with the understanding that no work on said improvements shall be commenced except in compliance with the Township Zoning Ordinance until such plans and specifications have been approved by the Township Planner and Township Engineer and which engineering plans have been so approved June 8, 2017 (subject to satisfaction of the conditions set forth in the Township Engineer letter of approval dated June 8, 2017) and to provide such other information to the

Township Departments as set forth in the Township Engineer letter of approval dated June 8, 2017.

(b) To install required lot grading and soil erosion and sedimentation control improvements and to provide drainage for storm water from the Estates Parcel in accordance with applicable standards so that storm water will not flow from the Estates Parcel on to any adjacent property in such amounts that do not exceed the amounts from the undeveloped condition.

(c) To remove all discarded building material and rubbish from the Estates Parcel at least once every two weeks during construction of improvements and within one month after completion or abandonment of construction. Blue Majestic further agree that no burning shall be allowed on the site unless an exception is granted by the Ypsilanti Township Board of Trustees and the Township Fire Department.

(d) 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.

(e) Notwithstanding anything to the contrary set forth herein, the following understandings have been reached between the Township and the Blue Majestic as a part of Blue Majestic's preliminary site plan approval and are hereby reaffirmed and incorporated in this Agreement:

(i) Blue Majestic's Landscape Architectural Plans shall include appropriate berming and planting in accordance with the approved site plan.

(ii) Blue Majestic shall endeavor to cooperate with the Township Solid Waste Committee on future recycling activities.

(iii) Blue Majestic shall paint fire hydrants "Rustoleum School Bus Yellow" in accordance with Township Fire Departments standards.

The Township Hereby Agrees:

(a) To accept appropriate easements for public water mains and sanitary sewers.

(b) To provide timely and reasonable Township inspections as may be required during construction.

29. **Miscellaneous.**

(a) **Execution in Counterparts.** 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.

(b) **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 Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration. Except as specifically identified herein or as related to the Conditions of PD Stage II Final Site Plan Approval for Majestic Lakes Estates contained in paragraph 5 of this Agreement, this Agreement is intended to reflect and reiterate the obligations of the owner of Majestic Lakes Estates and of the Township as referenced in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration and is not intended to materially modify such obligations.

(c) **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.

(d) **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.

(e) **Joint Product of Parties.** This Agreement is the result of arms-length negotiations between Blue Majestic 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.

(f) **Inspections.** In consideration of the above undertakings, the Township shall provide timely and reasonable Township inspections as may be required during construction of Majestic Lakes Estates.

(g) **Recordation of Agreement.** The Blue Majestic shall record this Agreement with the Washtenaw County Register of Deeds and further provide a recorded copy to the Township Clerks Office.

(h) **Effect of Agreement.** Except as modified by this Agreement and the PD Stage II Final Site Plan for Majestic Lakes Estates, the terms and provisions of the PD Agreement and the First Amendment shall continue in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this Agreement and any other agreement or applicable document, including the PD Stage II Final Site Plan for Majestic Lakes Estates, 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 Majestic Lakes Estates shall control and variances shall not be required.

(j) **Effective Date.** The Effective Date of this Amendment shall be the last date on which both Blue Majestic and the Township sign this Amendment.

(k) **Obligations of Successor Developers.** This Agreement is not intended to create contractual rights for third parties. It may be enforced, amended or rescinded only by a writing executed by both parties or their successors-in-interest. The obligation of Blue Majestic contained herein shall be binding on successors and assigns in ownership of The Estates Parcel and shall run with the land. Blue Majestic is no longer responsible for obligations under this Agreement: (i) upon assignment of this Agreement, including a partial assignment of this Agreement with respect to a portion of the Estates Parcel; or (ii) upon the sale of the Estates Parcel, or a portion thereof, to a third party, with respect to the portion sold.

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

Township:

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____

Brenda L. Stumbo

Its: Supervisor

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____

Karen Lovejoy Roe

Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

On this ____ day of _____, 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.

_____, Notary Public _____ County, MI
Acting in the County of _____, State of Michigan
My Commission expires: _____

DRAFTED JOINTLY BY BLUE MAJESTIC AND THE TOWNSHP:

WHEN RECORDED RETURN TO:

Wm. Douglas Winters
McLain & Winters
61 N. Huron St.
Ypsilanti, MI 48197

Mark S. Cohn
Seyburn Kahn
2000 Town Center, Ste 1500
Southfield, MI 48075

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION OF A 18.42 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH); THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 211.42 FEET FOR A PLACE OF BEGINNING; THENCE 167.10 FEET ALONG THE ARC OF A 333.00 RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING N51°58'13"E 165.36 FEET; THENCE N33°20'13"E 66.02 FEET; THENCE N31°55'16"E 111.39 FEET; THENCE 18.64 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N34°37'54"E 18.63 FEET; THENCE S58°04'44"E 1018.01 FEET; THENCE S54°05'18"E 66.65 FEET; THENCE S39°14'51"E 112.56 FEET; THENCE S29°40'14"E 75.40 FEET; THENCE S21°59'29"E 75.40 FEET; THENCE S15°51'33"E 45.04 FEET; THENCE S00°34'23"W 219.13 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 (AS MONUMENTED); THENCE S01°15'20"E 0.86 FEET ALONG THE WEST LINE OF FRANK H. CLARK SUBDIVISION, AS RECORDED IN LIBER 10 OF PLATS, PAGE 11, WASHTENAW COUNTY RECORDS; THENCE S89°45'51"W 1391.26 FEET ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE THE FOLLOWING TWELVE (12) COURSES ALONG LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, ACCORDING TO THE MASTER DEED, AS RECORDED IN LIBER 4627, PAGE 76, WASHTENAW COUNTY RECORDS: N87°42'03"E 39.61 FEET, N81°43'56"E 75.75 FEET, N73°52'38"E 75.75 FEET, N66°01'20"E 75.75 FEET; N58°10'03"E 75.75 FEET, N50°18'45"E 75.75 FEET, N42°27'28"E 75.75 FEET, N34°50'38"E 72.22 FEET, N31°55'16"E 60.00 FEET, N58°04'44"W 140.00 FEET, N31°55'16"E 54.59 FEET, AND N41°40'00"W 485.97 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 18.42 ACRES OF LAND, MORE OR LESS.

EXHIBIT B
MAJESTIC LAKES
Planned Development Stage II Plans
Atwell, LLC - Job #14000914

SITE PLANS

Sheet Number	Sheet Title	Last Revised Date
01	Cover	August 10, 2017
02	Aerial Photo	August 10, 2017
03	Existing Conditions	August 10, 2017
04	Overall Layout Plan	August 10, 2017
05	Detailed Layout Plan	August 10, 2017
06	Detailed Layout Plan	August 10, 2017
07	Detailed Layout Plan	August 10, 2017
08	Detailed Layout Plan	August 10, 2017
09	Utility Plan	August 10, 2017
10	Utility Plan	August 10, 2017
11	Utility Plan	August 10, 2017
12	Utility Plan	August 10, 2017
13	Open Space Plan	August 10, 2017
14	Open Space Plan	August 10, 2017

LANDSCAPE PLANS

Sheet Number	Sheet Title	Last Revised Date
L-1	Landscape Plan	August 10, 2017
L-2	Landscape Plan	August 10, 2017
L-3	Forebay Landscape Plans	August 10, 2017
L-4	Landscape Specifications & Details	August 10, 2017

ENGINEERING PLANS

Sheet Number	Sheet Title	Last Revised Date
1-60	-----	July 31, 2017

PD STAGE II DEVELOPMENT AGREEMENT
MAJESTIC LAKES PLANNED DEVELOPMENT
THE PONDS AT MAJESTIC LAKES

This PD Stage II Development Agreement ("**Agreement**") is entered into as the Effective Date provided below by **Blue Majestic LLC**, a Michigan limited liability company, whose address is 32400 Telegraph Road, Suite 200A, Bingham Farms, Michigan 48025, including its successors and assigns ("**Blue Majestic**"), and the **Charter Township of Ypsilanti**, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "**Township**").

RECITALS:

A. Blue Majestic and the Township entered into the Lakewood Planned Development Agreement, dated April 8, 2013, and recorded in Liber 5215, Page 442, Washtenaw County Records (the "**PD Agreement**"), with respect to certain real property which is described therein (the "**Planned Development**").

B. The PD Agreement was amended pursuant to the First Amendment to Lakewood Planned Development Agreement, dated September 15, 2015, and recorded in Liber 5220, Page 576, Washtenaw County Records (the "**First Amendment**"). Capitalized terms used, but not defined, in this Agreement shall have the meanings given to such terms in the PD Agreement and First Amendment.

C. In addition to the PD Agreement and First Amendment, the Planned Development is subject to the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions, dated May 18, 2007, and recorded in Liber 4627, Page 74 Washtenaw County Records, as amended ("**Declaration**").

D. Pursuant to the PD Agreement and First Amendment, Blue Majestic submitted to the Township an application for PD Stage I Preliminary Site Plan Approval, together with a copy of an amended PD Stage I Preliminary Site Plan (the "**Amended PD Stage I Preliminary Site Plan**"). The Township Board approved the Amended PD Stage I Preliminary Site Plan.

E. Pursuant to the Amended PD Stage I Preliminary Site Plan and First Amendment, the portion of the Planned Development which is described on **Exhibit A** attached hereto has

been approved for the development of single-family residential site condominium project to be known as The Ponds at Majestic Lakes (the "**Ponds Parcel**").

F. Blue Majestic has submitted a PD Stage II Final Site Plan for the development of the Ponds Parcel (the "**PD Stage II Final Site Plan**"). The Township Planning Commission forwarded to the Township Board its recommendations regarding the PD Stage II Final Site Plan and on _____, the Township Board reviewed and approved the PD Stage II Final Site Plan, subject to the conditions which are set forth in this Agreement.

G. Pursuant to Article XIX, Section 1919(2) of the Township's Zoning Ordinance, Blue Majestic and the Township desire to enter into this Agreement to identify the terms and conditions for the development of the Ponds Parcel, which constitute the basis for the Township Board's approval of the PD Stage II Final Site Plan for The Ponds at Majestic Lakes.

H. The PD Stage II Final Site Plan for The Ponds at Majestic Lakes is consistent with the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, and Article XIX of the Township's Zoning Ordinance pertaining to the use and development of a planned development.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Agreement, the parties agree as follows:

1. **Recitals Part of Amendment.** Blue Majestic and the Township acknowledge and represent that the Recitals are true, accurate and binding on the respective parties and are an integral part of this Amendment.

2. **Name of Planned Development Project.** The portion of the Majestic Lakes Planned Development which is identified on **Exhibit A**, and which is to be developed pursuant to this Agreement shall be referred to as either "**The Ponds at Majestic Lakes**" or the "**Ponds Parcel**."

3. **Approval of PD Stage II Final Site Plan.** The PD Stage II Final Site Plan for The Ponds at Majestic Lakes consists of those plans identified on **Exhibit B** hereto. The PD Stage II Final Site Plan for The Ponds at Majestic Lakes has been approved in accordance with the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, 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. The parties acknowledge that the PD Stage II Final Site Plan for The Ponds at Majestic Lakes do not modify the obligations of others under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, or any PD Stage II final site plan that has been or will be approved for other phases of the Majestic Lakes Planned Development, relating to land or uses which are not within The Ponds at Majestic Lakes.

4. **Permitted Residential Development.** The Ponds at Majestic Lakes shall be developed, owned and operated as a single family residential project in accordance with the PD Stage II Final Site Plan for The Ponds at Majestic Lakes and this Agreement.

5. **Conditions of PD Stage II Final Site Plan Approval for The Ponds at Majestic Lakes.**

- Applicant shall comply with the photometric plans approved by the Township.
- As the Township has a no phosphorus ordinance, any notation of utilizing phosphorus within the landscape plans shall be deleted.
- The exterior materials shall include the materials shown on the elevations for The Ponds at Majestic Lakes which are approved by the Township and pursuant to and as allowed by Section 1909 of the Zoning Ordinance.
- *[Additional Conditions, if any]*

6. **Phased Development.** The Ponds at Majestic Lakes may be developed in phases in accordance with the PD Stage II Final Site Plan for The Ponds at Majestic Lakes, this Agreement, the PD Agreement and the First Amendment. Each phase shall include the associated infrastructure necessary to serve such phase. Subject to the foregoing, Blue Majestic shall have the right to determine the sequencing of such phases and more than one phase may be developed at the same time.

7. **Plans and Elevations.** As of the date of this Agreement, a builder has not been selected by Blue Majestic for The Ponds at Majestic Lakes. Prior to obtaining building permits for the construction of homes within The Ponds at Majestic Lakes, Blue Majestic or its designated builder shall submit plans and elevations to the Township for its approval, which approval shall not be unreasonably withheld if such plans and elevations are consistent with the plans and elevations that have been approved by the Township for other portions of the Planned Development.

8. **Open Space Areas.** The Ponds at Majestic Lakes shall be entitled to the benefits of, and be subject to the obligations under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment and the Declaration, including the right of residents within The Ponds at Majestic Lakes to use the open areas as referenced therein and the obligation of the owners of units within The Ponds at Majestic Lakes to contribute to the costs of operating the Lakewood Association.

9. **Master Deed and Bylaws.** Blue Majestic shall submit to the Township for its review and approval the master deed and bylaws for The Ponds at Majestic Lakes, which approval shall not be unreasonably withheld, conditioned or delayed (“**Master Deed**”). Following the Township’s approval of such Master Deed, Blue Majestic shall record such Master Deed with the Washtenaw County Register of Deeds.

10. **Formation of Condominium Association.** Blue Majestic shall form an association to administer the condominium established pursuant to the Master Deed (“**Association**”). The Association shall be responsible for maintaining the general common element areas of the condominium for the common use and benefit of all residents and owners of units within the condominium. Every owner of a unit in the condominium 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 Blue Majestic is entitled to appoint the directors of the Association, Blue Majestic 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 Blue Majestic. The Association shall establish and levy assessments against the units within the condominium for the purpose of performing the Association’s maintenance and repair obligations with respect to any general common elements within the condominium and for other proper purposes of the Association. The Association’s assessment rights and the unit owner’s assessment obligations shall be more fully set forth in the Master Deed.

11. **Storm Water Management.** No part of the storm water detention areas within the Ponds Parcel shall be allowed to remain unkempt. All grass and growth shall be maintained and cut in accordance with Township ordinances. The inlets and outlets shall be kept functioning.

Without abrogating or limiting Blue Majestic’s continuing responsibility to maintain the detention areas during the period of construction, unless the Lakewood Association has such obligation, Blue Majestic shall cause the Association to assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, etc., 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 has inspected the required improvements and is reasonably satisfied they are proper and complete. Upon the completion of the storm water and detention facilities within the condominium and the approval of such storm drainage and detention facilities by the Washtenaw County Water Resources Commission, the Association shall be responsible for the maintenance of such storm drainage and detention facilities and Blue Majestic shall have no further maintenance obligations in connection therewith.

In the event Blue Majestic and/or the Association at any time fail to maintain or preserve the detention areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner’s Office may serve written notice by certified mail upon Blue Majestic and the Association, as applicable, setting forth the deficiencies in Blue Majestic’s or the Association’s maintenance and/or preservation of the detention areas, inlet and outlet areas, etc., 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, etc., 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%) percent surcharge for administrative costs, shall be assessed equally against each unit within the condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the detention areas, the inlet, and outlet areas and the Township's right to enforce this obligation against Blue Majestic and/or the Association and/or the unit owners in the condominium shall be set forth in the Master Deed.

12. **Applicable Yard Setbacks.** The PD Stage II Final Site Plan for The Ponds at Majestic Lakes identifies the width and size of each unit within The Ponds at Majestic Lakes and the approved front yard, rear yard and side yard setbacks for each unit within The Ponds at Majestic Lakes. 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's Office of Community Standards, without the necessity of amending this Agreement.

13. **Development Review.** The PD Stage II Final Site Plan for The Ponds at Majestic Lakes and detailed construction plans for The Ponds at Majestic Lakes, and the dwellings to be built within The Ponds at Majestic Lakes, 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 Ponds at Majestic Lakes or the architectural standards governing construction in The Ponds at Majestic Lakes that become effective after the date of the approval of the PD Stage II Final Site Plan for The Ponds at Majestic Lakes.

14. **Roads.** The internal roads within The Ponds at Majestic Lakes shall be private. The Township and the Washtenaw County Road Commission shall have no obligation to maintain, repair or replace the roads within The Ponds at Majestic Lakes. Blue Majestic shall provide the Township with an annual maintenance schedule for all interior roads for the anticipated life of the paved surface. All interior roads shall be constructed to the applicable standards of the Washtenaw County Road Commission as outlined within the engineering plans which have been approved by the Township. Blue Majestic shall supply the Township with a reasonable escrow deposit to be determined by the Township Engineer in order to provide inspection services during the placement of pavement. Spot inspections shall be completed by the Township Engineer prior to the placement of any pavement course. The escrow deposit shall be released after the placement of the pavement meets the applicable standards of the Washtenaw County Road Commission as outlined within the engineering plans which have been approved by the Township.

15. **Interior Sidewalks.** Interior sidewalks shall be installed within The Ponds at Majestic Lakes in accordance with Section 2.15 of the PD Agreement.

16. **Public Water and Sewer.** The Ponds at Majestic Lakes 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 The Ponds at Majestic Lakes, including but not limited to engineering inspections, water tap fees and sewer tap fees, shall be paid by Blue Majestic, 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, dated August 1, 2006, and the accompanying receipt, dated August 17, 2006. To the extent not previously done by the Original Developer or Blue Majestic, Blue Majestic shall dedicate all necessary easements to the Township for the maintenance, repair and replacement of the public water and sanitary sewer lines within The Ponds at Majestic Lakes.

17. **Street Lighting.** To the extent not previously done so by the Original Developer, Blue Majestic shall petition the Township for the creation and establishment of 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 Ponds at Majestic Lakes. The creation and establishment of the special assessment district for the purpose of street lighting shall be finalized for the portion of The Ponds at Majestic Lakes for which building permits are requested prior to the issuance of certificates of occupancy within such portion of The Ponds at Majestic Lakes. Upon the creation and establishment of the special assessment district for purposes of street lighting, Blue Majestic shall install within each special assessment district for which Blue Majestic has requested and has been approved for the issuance of building permits, street lighting which meets or exceeds the minimum residential street lighting standards of the DTE Energy and such installation shall be completed prior to the issuance of certificates of occupancy in such portion of the Planned Development.

18. **Security Cameras.** Security cameras shall be installed at the two entranceways on Tuttle Hill Road, and the one entranceway to the Planned Development on Textile Road. The security cameras shall meet the specifications established by the Township. Such cameras shall be monitored by the Township's Department of Public Safety. Blue Majestic shall petition the Township to create a special assessment district ("Security Camera SAD") for the purpose of defraying the Township's cost of maintaining and repairing the security cameras. The Security Camera SAD shall be based on the relative number of units within such The Ponds at Majestic Lakes in relation to the total number of units that are contained in the Planned Development. Provided that Blue Majestic has cooperated in the creation and establishment of the Security Camera SAD, the Township shall not withhold or delay issuance of certificates of occupancy for homes within The Ponds at Majestic Lakes.

19. **Street Trees within The Ponds at Majestic Lakes.** Blue Majestic shall install or cause to be installed trees within the street right-of-way line for each portion of The Ponds at Majestic Lakes for which Blue Majestic has requested and has been approved for the issuance of building permits in accordance with the approved Final Landscape Plan with respect to The Ponds at Majestic Lakes and any amendments thereto approved by the Township. Where

necessary or advisable due to site conditions, sight requirements of the WCRC, the location of public or private utilities or similar factors, such street tree installation may deviate from the Final Landscape Plan, provided that the Plan's average separation is maintained throughout The Ponds at Majestic Lakes. To secure such obligation for any portion of The Ponds at Majestic Lakes for which Blue Majestic has requested and has been approved for the issuance of building permits, Blue Majestic shall post with the Township security, plus a 10% inspection fee, for such street tree installation in the form an irrevocable bank letter of credit or check to the Township in an amount reasonably determined by the Township necessary to secure the installation of street trees within such portions of The Ponds at Majestic Lakes. Blue Majestic may contractually assign these street tree installation obligations to a third party, including residential builders, provided Blue Majestic remains directly liable for the installation of street trees in the applicable portions of The Ponds at Majestic Lakes. However, Blue Majestic may be relieved of these street tree installation obligations for a particular unit and Blue Majestic's security obligation shall be reduced pro-rata if a third party replaces Blue Majestic's security with its own security. Blue Majestic shall be responsible for replacing any street tree on a particular unit which is determined by the Township's inspector within one (1) year after such street tree's installation to be diseased, dead or dying; provided that, if a third party has posted the security for the installation of the applicable street tree, such third party shall be responsible for the replacement of such tree. Following the expiration of such one (1) year period, the Association or the unit owners shall have the obligation to replace diseased, dead or dying street trees, as provided in the Master Deed and Blue Majestic and/or its assignee shall have no further obligations in connection therewith. The Township shall reduce Blue Majestic's security, on a pro rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Blue Majestic retains with the Township security to cover the reasonable cost of inspection by the Township.

20. **Marketing Procedure.** In addition to the provisions of Section 3.3 of the PD Agreement, Blue Majestic may utilize one construction trailer for The Ponds at Majestic Lakes until such time as construction within The Ponds at Majestic Lakes has been completed.

21. **Rent Restrictions.** 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.

Blue Majestic agrees to impose certain restrictions on the rental of homes within The Ponds at Majestic Lakes in order to promote and preserve the owner occupied character of such neighborhood. At the same time, the parties recognize that a home owner 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. Thus, based upon the foregoing, The Ponds at Majestic Lakes shall be subject to the following restrictions:

(a) A single family home within The Ponds at Majestic Lakes shall not be purchased for the purpose of leasing the home to other persons. A home within The Ponds at Majestic Lakes shall only be sold to persons who intend to occupy such home as their personal residence.

(b) 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 (c) below, the tenant(s) shall be required to immediately vacate the home, unless such tenant is the purchaser of the home.

(c) A home owner who is permitted to lease his or her home pursuant to subparagraph (b) 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 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.

(d) For purposes of the foregoing restrictions, the grant of a mortgage by a home owner shall not constitute a transfer of the home owner'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.

(e) 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.

(f) Except as provided above in this Section, the leasing of homes within The Ponds at Majestic Lakes shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association.

(g) 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.

(h) All leases or rental agreements that are permitted under this Section shall incorporate the foregoing provisions.

(i) The foregoing restrictions shall be contained in the Master Deed. The Master Deed 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 Deed may contain such additional restrictions relating to the leasing of condominium units, as determined by Blue Majestic.

22. **Surety and Escrows for Infrastructure Improvements.** A portion of The Ponds at Majestic Lakes has been partially developed as provided in Section 2.2 of the PD Agreement. Blue Majestic 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 within such portion of The Ponds at Majestic Lakes, 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 any portion of the remainder of The Ponds at Majestic Lakes for which Blue Majestic has requested and has been approved for building permits, Blue Majestic 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 within such portion of The Ponds at Majestic Lakes, 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.

Blue Majestic may satisfy the foregoing surety or escrow requirements 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, Blue Majestic shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. Blue Majestic 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 such portions of The Ponds at Majestic Lakes are accepted and approved and the Township agrees that, at Blue Majestic's request, and upon approval from the appropriate inspecting agency, sureties held by the Township will be released to Blue Majestic for completed portions of The Ponds at Majestic Lakes. The Township will use its good faith commercially reasonable efforts to release such funds to Blue Majestic within thirty (30) days from the Township's receipt of a written request for payment from Blue Majestic, and in any event, such funds shall be released by the Township to Blue Majestic within forty-five (45) days from the Township's receipt of a written request for payment from Blue Majestic.

23. **Construction Access.** Blue Majestic 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 Blue Majestic.

24. **Engineering Plans and Certification.**

(a) With respect to each phase of The Ponds at Majestic Lakes that is developed, Blue Majestic shall furnish a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within such phase, per the "as built" plans, have been constructed in accordance with this Agreement, and the approved PD Stage II Final Site Plan and engineering plans for The Ponds at Majestic Lakes.

(b) Following the completion of each development phase of The Ponds at Majestic Lakes, Blue Majestic shall furnish "as built" engineering plans (3 hard copies, digital pdf), reviewed and approved by the Township Engineer, showing all site improvements installed within such phase per Township specifications. All inspections for water and sewer (sanitary and storm) installations within The Ponds at Majestic Lakes are to be performed by Township and YCUA engineering inspectors, with applicable fees.

(c) Blue Majestic shall furnish a "project engineer's certificate" for each phase of The Ponds at Majestic Lakes being developed by Blue Majestic, indicating that all soil erosion and sedimentation measures for such phase have been complied with, according Chapter 24, Article VI of the Township Municipal Code and part 91 of Act 451 of the Public Acts of 1994.

25. **Underground Utilities.** To the extent not previously installed, Blue Majestic shall cause to be installed underground within The Ponds at Majestic Lakes, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. Blue Majestic shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not previously established.

26. **Removal of Construction Debris.** Blue Majestic shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within The Ponds at Majestic Lakes and within two weeks of completion or abandonment of construction of each development phase. Blue Majestic 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.

27. **Vested Project; Successor Developer.** The Ponds at Majestic Lakes shall be deemed fully "vested." Beginning on the date of this Agreement, subsequent owners of the entire Ponds Parcel agree to assume Blue Majestic's rights and obligations with respect to the Ponds Parcel under the PD Agreement, the First Amendment, the Amended PD Stage I Preliminary Site Plan; and thereafter, Blue Majestic shall have no further obligations or liability in connection therewith. The Township confirms, as of the date of this Agreement, that there are no violations of the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration or any of any applicable law, including the Township Ordinance, relating to the Ponds Parcel.

28. **Blue Majestic agrees:**

(a) To prepare and submit to the Township for approval detailed plans and specifications prepared by a registered professional engineer for construction of on-site improvements, according to “Engineering Design Specifications for On-Site Improvements” adopted by the Township and the Ypsilanti Community Utility Authority (“YCUA”) (which plans and specifications have been submitted as identified on Exhibit B attached hereto) with the understanding that no work on said improvements shall be commenced except in compliance with the Township Zoning Ordinance until such plans and specifications have been approved by the Township Planner and Township Engineer and which engineering plans have been so approved June 8, 2017 (subject to satisfaction of the conditions set forth in the Township Engineer letter of approval dated June 8, 2017) and to provide such other information to the Township Departments as set forth in the Township Engineer letter of approval dated June 8, 2017.

(b) To install required lot grading and soil erosion and sedimentation control improvements and to provide drainage for storm water from the Ponds Parcel in accordance with applicable standards so that storm water will not flow from the Ponds Parcel on to any adjacent property in such amounts that do not exceed the amounts from the undeveloped condition.

(c) To remove all discarded building material and rubbish from the Ponds Parcel at least once every two weeks during construction of improvements and within one month after completion or abandonment of construction. Blue Majestic further agree that no burning shall be allowed on the site unless an exception is granted by the Ypsilanti Township Board of Trustees and the Township Fire Department.

(d) 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.

(e) Notwithstanding anything to the contrary set forth herein, the following understandings have been reached between the Township and the Blue Majestic as a part of Blue Majestic's preliminary site plan approval and are hereby reaffirmed and incorporated in this Agreement:

(i) Blue Majestic's Landscape Architectural Plans shall include appropriate berming and planting in accordance with the approved site plan.

(ii) Blue Majestic shall endeavor to cooperate with the Township Solid Waste Committee on future recycling activities.

(iii) Blue Majestic shall paint fire hydrants “Rustoleum School

Bus Yellow" in accordance with Township Fire Departments standards.

The Township Hereby Agrees:

- (a) To accept appropriate easements for public water mains and sanitary sewers.
- (b) To provide timely and reasonable Township inspections as may be required during construction.

29. **Miscellaneous.**

(a) **Execution in Counterparts.** 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.

(b) **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 Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration. Except as specifically identified herein or as related to the Conditions of PD Stage II Final Site Plan Approval for The Ponds at Majestic Lakes contained in paragraph 5 of this Agreement, this Agreement is intended to reflect and reiterate the obligations of the owner of The Ponds at Majestic Lakes and of the Township as referenced in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration and is not intended to materially modify such obligations.

(c) **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.

(d) **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.

(e) **Joint Product of Parties.** This Agreement is the result of arms-length negotiations between Blue Majestic 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.

(f) **Inspections.** In consideration of the above undertakings, the Township shall provide timely and reasonable Township inspections as may be required during construction of The Ponds at Majestic Lakes.

(g) **Recordation of Agreement.** The Blue Majestic shall record this Agreement with the Washtenaw County Register of Deeds and further provide a recorded copy to the Township Clerks Office.

(h) **Effect of Agreement.** Except as modified by this Agreement and the PD Stage II Final Site Plan for The Ponds at Majestic Lakes, the terms and provisions of the PD Agreement and the First Amendment shall continue in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this Agreement and any other agreement or applicable document, including the PD Stage II Final Site Plan for The Ponds at Majestic Lakes, 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 The Ponds at Majestic Lakes shall control and variances shall not be required.

(j) **Effective Date.** The Effective Date of this Amendment shall be the last date on which both Blue Majestic and the Township sign this Amendment.

(k) **Obligations of Successor Developers.** This Agreement is not intended to create contractual rights for third parties. It may be enforced, amended or rescinded only by a writing executed by both parties or their successors-in-interest. The obligation of Blue Majestic contained herein shall be binding on successors and assigns in ownership of The Ponds Parcel and shall run with the land. Blue Majestic is no longer responsible for obligations under this Agreement: (i) upon assignment of this Agreement, including a partial assignment of this Agreement with respect to a portion of the Ponds Parcel; or (ii) upon the sale of the Ponds Parcel, or a portion thereof, to a third party, with respect to the portion sold.

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

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

Blue Majestic:

Blue Majestic LLC,
a Michigan limited liability company

By: _____

Print Name:

Its: _____

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 2017, the foregoing instrument was acknowledged before me by _____, _____ of Blue Majestic LLC, a Michigan limited liability company on behalf of the company.

_____, Notary Public _____ County, ___
Acting in the County of _____, State of _____
My Commission expires: _____

Township:

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____
Brenda L. Stumbo
Its: Supervisor

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____
Karen Lovejoy Roe
Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

On this ____ day of _____, 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.

_____, Notary Public _____ County, MI
Acting in the County of _____, State of Michigan
My Commission expires: _____

DRAFTED JOINTLY BY BLUE MAJESTIC AND THE TOWNSHP:

WHEN RECORDED RETURN TO:

Wm. Douglas Winters
McLain & Winters
61 N. Huron St.
Ypsilanti, MI 48197

Mark S. Cohn
Seyburn Kahn
2000 Town Center, Ste 1500
Southfield, MI 48075

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION OF A 11.27 ACRE PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°55'00"E 302.02 FEET ALONG THE NORTH LINE OF SECTION 26 AND THE CENTERLINE OF TEXTILE ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE CONTINUING S89°55'00"E 808.07 FEET ALONG SAID NORTH LINE AND SAID CENTERLINE; THENCE S01°27'01"W 600.47 FEET; THENCE N89°55'00"W 678.75 FEET; THENCE N00°05'02"E 182.31 FEET; THENCE N89°54'58"W 150.67 FEET; THENCE 60.52 FEET ALONG THE ARC OF A 367.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CHORD BEARING S85°16'14"W 60.45 FEET; THENCE 41.16 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CHORD BEARING S56°57'42"W 40.01 FEET; THENCE 273.82 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, WITH A CHORD BEARING N15°52'57"W 90.92 FEET; THENCE N00°05'02"E 155.52 FEET; THENCE S89°54'58"E 154.43 FEET; THENCE N00°05'02"E 202.00 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°55'00"E 1110.09 FEET ALONG THE NORTH LINE OF SAID SECTION 26 AND THE CENTERLINE OF TEXTILE ROAD (VARIABLE WIDTH); THENCE S01°27'01"W 33.01 FEET; THENCE N89°55'00"W 120.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID TEXTILE ROAD FOR A PLACE OF BEGINNING. THENCE S00°55'59"E 175.00 FEET; THENCE N89°55'00"W 70.00 FEET; THENCE N00°55'59"W 175.00 FEET; THENCE S89°55'00"E 70.00 FEET ALONG THE SAID SOUTH LINE OF TEXTILE ROAD TO THE PLACE OF BEGINNING.

EXHIBIT B
MAJESTIC LAKES
 Planned Development Stage II Plans
 Atwell, LLC - Job #14000914

SITE PLANS

Sheet Number	Sheet Title	Last Revised Date
01	Cover	August 10, 2017
02	Aerial Photo	August 10, 2017
03	Existing Conditions	August 10, 2017
04	Overall Layout Plan	August 10, 2017
05	Detailed Layout Plan	August 10, 2017
06	Detailed Layout Plan	August 10, 2017
07	Detailed Layout Plan	August 10, 2017
08	Detailed Layout Plan	August 10, 2017
09	Utility Plan	August 10, 2017
10	Utility Plan	August 10, 2017
11	Utility Plan	August 10, 2017
12	Utility Plan	August 10, 2017
13	Open Space Plan	August 10, 2017
14	Open Space Plan	August 10, 2017

LANDSCAPE PLANS

Sheet Number	Sheet Title	Last Revised Date
L-1	Landscape Plan	August 10, 2017
L-2	Landscape Plan	August 10, 2017
L-3	Forebay Landscape Plans	August 10, 2017
L-4	Landscape Specifications & Details	August 10, 2017

ENGINEERING PLANS

Sheet Number	Sheet Title	Last Revised Date
1-60	-----	July 31, 2017

**Charter Township Of Ypsilanti
Planning Commission Regular Meeting Minutes
September 12, 2017**

B. FINAL SITE PLAN PD STAGE II – MAJESTIC LAKES - TO CONSIDER THE PD STAGE II FINAL SITE PLAN FOR THE REMAINING THREE SECTIONS OF MAJESTIC LAKES: MAJESTIC PONDS, VILLAGE OF MAJESTIC LAKES AND MAJESTIC LAKES ESTATES. THE TOWNSHIP BOARD APPROVED PD STAGE I ON SEPTEMBER 15, 2015.

Ms. Minock explained the project originally had five stages, two of the stages had received PD II approval and this was the final three stages. She stated the final site plan met all the requirements and if approved by the Planning Commission, it would be submitted to the Township Board for final approval. Ms. Minock said DTE would not finalize lamppost placement until Township Board approval. She also listed the conditions of the PD Stage I approval, which had all been met and approval is recommended contingent upon the following conditions: (1) a photometric plan and indicate pole type and light fixture type to be submitted for Township Board review, (2) residential entrance signs to be submitted for Township Board review and (3) elevations confirming all design requirements are met, to be reviewed as part of the building permit review.

Elliot Smith, OHM said they recommended Planning Commission approval contingent on the applicant addressing the minor site plan comments, which would help clarify the plans but would not change the overall intent or the site layout of the Majestic Lakes Development.

Manny Kianicky, Vice President, SRJ Corporation explained a photometric plan and the proposed lighting fixtures had been submitted for the Ponds, which have private roads. He further explained the public roads would be in a Special Assessment District (SAD) and DTE would provide the photometric plan. Mr. Kianicky stated the private roads would fall under a maintenance agreement with the Washtenaw County Road Commission, the lighting would be decorative LED managed by the SAD and the security cameras would also fall under a SAD.

Mr. Radzik said utility poles will be installed at both of these new developments for the installation of the security cameras. He explained the developer installs the security cameras as part of the Development Agreement and the SAD is created to maintain them.

A motion was made by Commissioner Eldridge, supported by Commissioner Sinkule to recommend to the Township Board approval of PD Stage II for the Majestic Lakes Development with the following conditions: (1) a photometric plan and indicate pole type and light fixture type to be submitted for Township Board review, (2) residential entrance signs to be submitted for Township Board review and (3) elevations confirming all design requirements are met, to be reviewed as part of the building permit review. The motion carried as follows:

Eldridge:	Yes	Peterson:	Absent	Krieg:	Absent	Richie:	Yes
Randall:	Absent	Sinkule:	Yes	Iacoangeli:	Yes		

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

Office of Community Standards Planning Department Staff Report Majestic Lakes PD Stage II Final Site Plan

August 31, 2017

Case Location and Summary

The applicant is seeking PD Stage II approval for three (3) sections of the Majestic Lakes Planned Development. The three (3) sections include Majestic Ponds, Village of Majestic Lakes, and Majestic Lakes Estates. Two (2) other sections of the development, Lakewood Estates, and Nautica Pointe, have received final approvals. Approval of the three (3) remaining sections finalizes the Majestic Lakes development. The PD Stage I was approved by the Township Board on September 15, 2015.

The development includes:

Section Name	Location	Phase I Approved	Phase II Proposed	Note
Majestic Ponds	Adjacent to Textile Road	36 single-family detached units, 50-foot wide lots	37 single-family detached units, 50 foot wide lots	This section includes sixteen (16) attached multiple-family units that have already been constructed and is named the "Ponds at Lakewood"
Village at Majestic Lakes	Adjacent to Tuttle Hill	116 single family detached units, 60-foot lots	115 single family detached units, 60-foot lots	
Majestic Lakes Estates	Accessed through the Village of Majestic Lakes	81 single family detached units, 50-foot lots	81 single family detached units, 50-foot lots	
Total		234 units	234 units	

Please note that the applicant is proposing one (1) additional single-family lot for the Ponds at Lakewood, and one (1) less single-family lot for the Village of Majestic Lakes. The total number of units remains 234.

The roads servicing the detached single-family residences at Majestic Lakes are proposed to be public, while the roads servicing the residences at The Ponds at Lakewood are proposed to be private.

Applicant

Manny Kianicky, P.E.
Vice President, S.R. Jacobson Development Corp.
32400 Telegraph Road, Suite 200 A
Bingham Farms, MI 48025

Cross References

Zoning Ordinance citations:

- Article XIX, PD Planned Development

Adjacent Uses, Zoning and Master Plan

Direction	Zoning	Use
North	RM-2, Multiple Family Residential	Residential
South	R3, Single Family Residential	Residential
East	MHP, Mobile Home Park / R3, Single Family Residential	Mobile Home Park / Residential
West	R3, Single Family Residential, RM-2, Multiple Family Residential	Residential

PD Stage I Approval

The Preliminary Site Plan was approved by the Township Board, with the thirteen (13) conditions to be addressed as part of the PD Stage II. These conditions were codified in an amended approved Development Agreement signed on September 15, 2015. Details regarding the conditions and the applicant's response is included in the attached CWA memo.

PD Stage II Requirements

As set forth in section 1919, the following standards shall apply for PD Stage II:

- a) Site plans or subdivision plans shall be in substantial conformance with the approved PD stage I preliminary site plan.***

Outside of the additional shifting one (1) unit from the Village of Majestic Lakes to the Ponds at Lakewood, we find that the PD Stage II to be in substantial conformance with the approved PD Stage I preliminary site plan.

- b) Each site plan or subdivision plat shall either individually or in combination with previously approved contiguous project areas, meet the standards of this section and the approved preliminary PD stage I site plan regarding layout, density, open space and land use.***

Each section meets the standards of the Planned Development section and the approved preliminary PD stage I site plan regarding layout, density, open space and land use.

- c) Each plan submission shall include a map illustrating the site or phase in relation to previously approved plans and the overall PD stage I preliminary site plan.***

The plan set includes a map of the entire Majestic Lakes development, as well a map and detailed areas for each section of the development that is consistent with the PD Stage I preliminary site plan.

- d) A final PD agreement shall be submitted for review by the township attorney and approved by the township board.***

A final PD agreement will be submitted for review by the township attorney and is required to be approved by the township board.

Analysis:

The plan has been reviewed by Township staff and consultants in accordance with our usual procedures. We offer the following comments for your consideration.

Planning Consultants (CWA) – CWA has reviewed the PD Stage II application and recommended approval in their letter dated August 30, 2017, with three conditions.

Engineering Department (OHM) – The Township Engineer has recommended approval contingent on minor comments in their August 28, 2017 review letter. Engineer Parks notes that he has been in communication with the Brighton TSC (MDOT) Office to confirm that the closure of the westerly drive off of Michigan Avenue was acceptable. Mr. Parks also offers comments relating to a few engineering related issues that shall be resolved during the final engineer review.

YCUA – The Ypsilanti Community Utility Authority will review and approve any modifications to the drinking water and sanitary sewer systems.

WCWRC – The Water Resources Commission staff have offered comments on cost estimates in their letter dated June 29, 2017. .

Road Commission – Washtenaw County Road Commission offered comments in their letter dated July 26, 2017.

Township Attorney – The Township Attorney has review and approved the Development Agreement, registered with Washtenaw County.

Fire Department – The Fire Department approved the plan as submitted per their letter on August 25, 2017.

We offer the following suggested motions for the Planning Commission to consider:

Motion to table:

I move to table the request for approval of PD Stage II for the Majestic Lakes development to allow the applicant to consider the comments presented at the Planning Commission meeting.

Motion to approve:

I move to recommend to the Township Board approval of PD Stage II for the Majestic Lakes development with the following conditions:

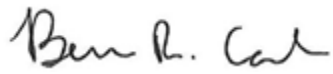
1. *A photometric plan and indicate pole type and light fixture type to be submitted for Township Board Review.*
2. *Residential entrance signs to be submitted for Township Board Review.*
3. *Elevations confirming all design requirements are meet, to be reviewed as part of the building permit review.*
4. *Site Plan Comments in OHM’s review letter dated August 28, 2017 are addressed during site plan review*
5. _____
6. _____

Motion to deny:

I move to recommend to the Township Board denial of PD Stage II for the Majestic Lakes development for the following reasons:

1. _____
2. _____

Respectfully submitted,



Benjamin R. Carlisle, AICP
Township Planner

Attachments:

- PD Stage II Plan Set
- Carlisle|Wortman Review Memo
- Resolution approving PD Stage 1 (Resolution 15-16)



Carlisle | Wortman
ASSOCIATES, INC.

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

Date: August 30, 2017

**PD Stage II Review
For
Ypsilanti Township, Michigan**

Project Name: Majestic Lakes
Plan Date: August 10, 2017
Location: Tuttle Hill Road and Textile Road
Zoning: Majestic Lakes Planned Development
Action Requested: PD Stage II Review

PROJECT AND SITE DESCRIPTION

The applicant is seeking PD Stage II approval for three (3) sections of the Majestic Lakes Planned Development. The three (3) sections include Majestic Ponds, Village of Majestic Lakes, and Majestic Lakes Estates. Two (2) other sections of the development, Lakewood Estates, and Nautica Pointe, have already received final approvals. Approval of the three (3) remaining sections finalizes the Majestic Lakes development. The Preliminary Site Plan/PD Stage I was approved by the Township Board, with thirteen (13) conditions. These conditions were codified in an amended approved Development Agreement also signed on September 15, 2015.

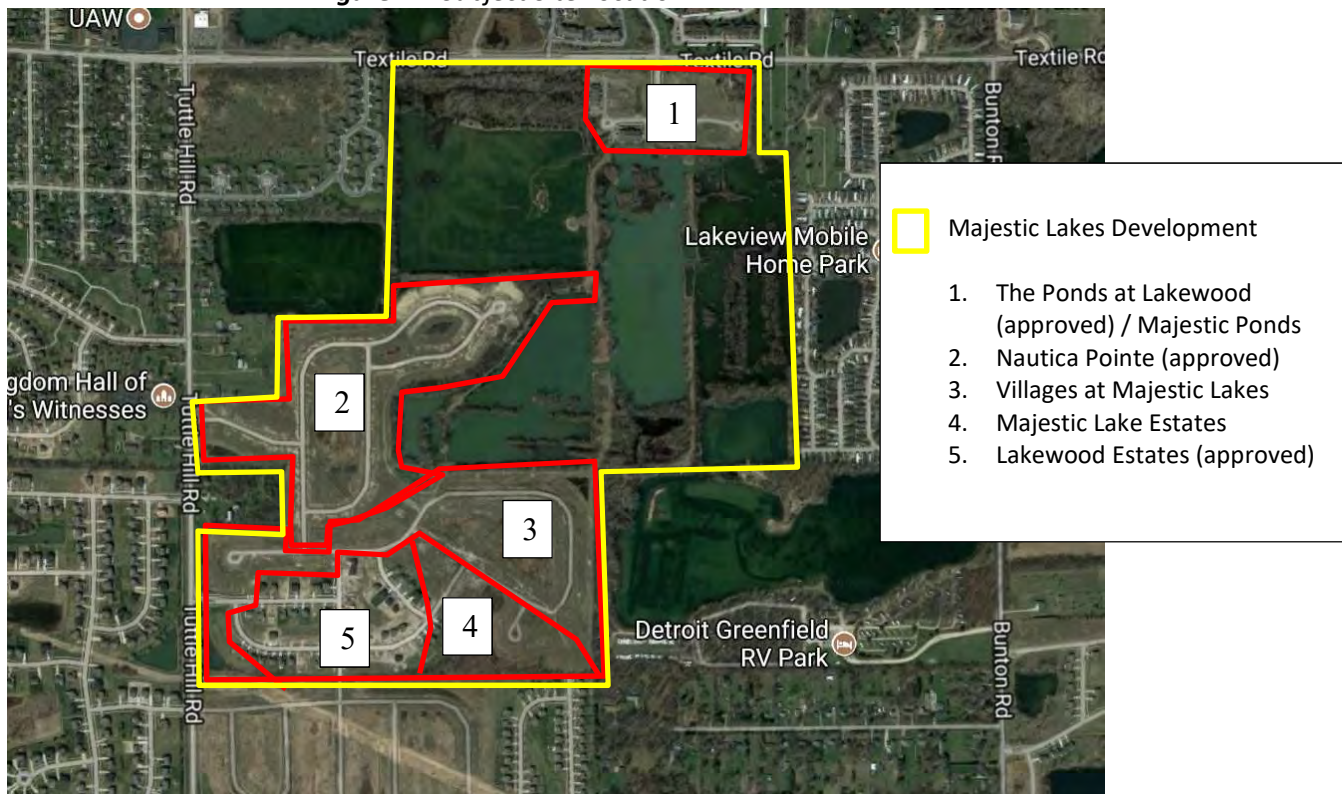
The applicant is seeking PD Stage II approval for the following:

Section Name	Location	Phase I Approved	Phase II Proposed	Note
Majestic Ponds	Adjacent to Textile Road	36 single-family detached units, 50-foot wide lots	37 single-family detached units, 50 foot wide lots	This section includes sixteen (16) attached multiple-family units that have already been constructed and is named the "Ponds at Lakewood"
Village at Majestic Lakes	Adjacent to Tuttle Hill	116 single family detached units, 60-foot lots	115 single family detached units, 60-foot lots	
Majestic Lakes Estates	Accessed through the Village of Majestic Lakes	81 single family detached units, 50-foot lots	81 single family detached units, 50-foot lots	
Total		234 units	234 units	

Please note that they applicant is proposing one (1) additional single-family lot for the Ponds at Lakewood, and one (1) less single-family lot for the Village of Majestic Lakes. The total number of units remains 234.

The roads servicing the Villages of Majestic Lake and Majestic Lake Estates are public. The roads servicing the residences at Majestic Ponds are private.

Figure 1 – Subject Site Location



PD STAGE II

As set forth in section 1919, the following standards shall apply for PD Stage II:

- a) *Site plans or subdivision plans shall be in substantial conformance with the approved PD stage I preliminary site plan.***

Outside of shifting one (1) unit from the Village of Majestic Lakes to the Ponds at Lakewood, we find that the PD Stage II to be in substantial conformance with the approved PD Stage I preliminary site plan. PD Stage II is consistent with PD Stage I in layout, density, open space, and land use.

- b) *Each site plan or subdivision plat shall either individually or in combination with previously approved contiguous project areas, meet the standards of this section and the approved preliminary PD stage I site plan regarding layout, density, open space and land use.***

Each section meets the standards of the Planned Development section and the approved preliminary PD stage I site plan regarding layout, density, open space and land use.

- c) *Each plan submission shall include a map illustrating the site or phase in relation to previously approved plans and the overall PD stage I preliminary site plan.***

The plan set includes a map of the entire Majestic Lakes development, as well a map and detailed areas for each section of the development that is consistent with the PD Stage I preliminary site plan.

- d) *A final PD agreement shall be submitted for review by the township attorney and approved by the township board.***

An amended Development Agreement has been signed by the Township Board.

PD STAGE I CONDITIONS

The Preliminary Site Plan/PD Stage I was approved by the Township Board, with thirteen (13) conditions. These conditions were codified in an amended approved Development Agreement signed on September 15, 2015.

- 1. *The applicant shall agree to install security cameras at all entrances and exits of the subject property and in the back and hidden areas of the development.***

The applicant has agreed to this condition and the requirement was codified in the amended Development Agreement.

- 2. *The applicant shall agree to assist in the creation of a special assessment district in order to provide funding for the operation and maintenance of the security camera system.***

The applicant has agreed to this condition and the requirement was codified in the amended Development Agreement.

- 3. The applicant shall install a fence, landscaping, and signage along the neighboring Lake Joyce in order to hinder any further trespassing.**

This was a requirement of the Nautica Pointe Development. The developer for Nautica Pointe has diligently worked to address this issue including blocking access, monitoring the property, and working with the sheriff department. Furthermore, as the property is developed opportunities for trespassing will diminish.

- 4. The applicant shall agree to make access to existing non-motorized trails open and convenient without hindrance between buildings to enable convenient non-motorized connections with Textile Road and encourage healthy, walkable lifestyles.**

The applicant has agreed to this condition and the requirement was codified in the amended Development Agreement.

- 5. Each subsequent developer and/or builder shall be required to enter into a development agreement with the Township to insure compliance with the approved final plan.**

The applicant has agreed to this condition and the requirement was codified in the amended Development Agreement.

- 6. All conditions, obligations and requirements noted within the Development Agreement executed on April 8, 2013 between the Charter Township of Ypsilanti and Blue Majestic, LLC. shall remain in full force and effect including the creation of a streetlight assessment district internally and also for Tuttlehill and Textile Roads.**

The applicant has agreed to this condition and the requirement was codified in the amended Development Agreement.

- 7. The applicant shall agree to maintain the required and approved single-family/multi-family residential ratio (60/40) by the prohibition of renting the detached single-family units within the development and will include language in the development agreement regarding prohibition of rentals and restrictions that would allow single family rentals only under very specific circumstances, which would be included in the planned development agreement, that would prohibit the homes from being rented at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing. Single family home rentals under specific circumstances will only be allowed for three years.**

The applicant has agreed to this condition and the requirement was codified in the amended Development Agreement.

- 8. The applicant shall agree not to accept any form of government subsidy in lieu of rent for the apartment and/or condominium portion of the development. All rent shall be sustained at the market rate and the development agreement should include specifics regarding this condition.**

The applicant has agreed to this condition and the requirement was codified in the amended Development Agreement.

- 9. Any and all additional issues that may arise during the preparation of the final engineering and final site plan shall be resolved prior to PD Stage II final site plan consideration and shall be included in the final development agreement.**

The applicant has agreed to this condition and the requirement was codified in the amended Development Agreement.

- 10. The developer shall work with the Office of Community Standards to increase the architectural standards on all homes on 50 foot wide lots on the planned development site plan subject to township board approval at PD Stage II (as outlined in the September 8, 2015 letter to Wm. Douglas Winters, Attorney, from Joe Lawson, Planning Director)**

The following requirements were established by the Board as part of the PD Stage I approval that was codified in the amended Development Agreement for the 50-foot wide lots:

- All homes shall maintain a minimum 5-foot side yard setback in order to maintain the minimum structure separations as required by the adopted Michigan Residential Code.
- There shall be a minimum of 50% face brick or stone on the front façade.
- There shall be a face brick or stone hip wall at least 3-feet above finished grade on the side and rear elevations.
- On the side of the structure where the garage door is located, the exterior wall surface above the garage door shall be treated with the same material as the remainder of the wall adjacent to the door.
- With the exception of the front façade encumbered by an attached garage, the remaining portion of the front façade shall include a covered front porch; at least 6-feet in depth and 2-feet above finished grade.

The applicant has not finalized their elevations. These requirements will be reviewed as part of the building permit process.

- 11. The Developer will contain language in the development agreement to assure Nautica Pointe will establish and implement an ongoing maintenance program to ensure the proposed multi housing units will at all times be in compliance with the Township's Property Maintenance Code.**

This item was addressed in the Nautica Pointe Development Agreement.

- 12. The Developer will move units at the entrance of Nautica Pointe on Tuttlehill Rd. back to provide more open space and landscaping at the boulevard entrance.**

This item was addressed in the Nautica Pointe development review.

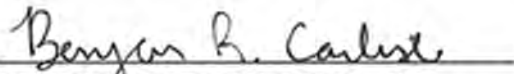
- 13. The Developer agrees to work with the Washtenaw County Road Commission and Ypsilanti Township to separate the roads in Nautica Pointe Apartments from the single-family homes.**

The roads in Nautica Pointe has been converted to private to address this requirement.

SUMMARY

We recommend that the Planning Commission move to recommend to the Township Board approval of PD Stage II for the Majestic Lakes development with the following conditions:

- A photometric plan and indicate pole type and light fixture type to be submitted for Township Board Review.
- Residential entrance signs to be submitted for Township Board Review.
- Elevations confirming all design requirements are met to be reviewed as part of the building permit review.



CARLISLE/WORTMAN ASSOC., INC.

Benjamin R. Carlisle, AICP, LEED AP

Principal



August 28, 2017

Mr. Ben Carlisle
Township Planner
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Majestic Lakes – Stage II
PD Review #1

Dear Mr. Carlisle:

We have reviewed the plans for the proposed Majestic Lakes, formerly known separately as Lakewood South and Ponds at Lakewood. The plans were received by this office on August 15, 2017. The plans were reviewed by this office with respect to the Ypsilanti Township Engineering Standards and Design Specifications for PD – Stage II Review #1.

We recommend approval contingent on the following minor comments. These comments help clarify and add needed information to the plan set but do not change the overall intent or site layout of the Majestic Lakes development. We recommend that the applicant address the following minor comments and resubmit prior to moving forward to final Board of Trustee approval. We would also request a copy of the final PD Agreement for our file prior to final Board approval.

A brief description of the project has been provided below (Section A) followed by our comments (Sections B), and a list of anticipated required permits and approvals (Section C).

A. PROJECT AND SITE DESCRIPTION

The applicant is proposing a zoned planned development called Majestic Lakes, which includes the Majestic Ponds, Village of Majestic Lakes, and Majestic Lakes Estates, with existing development in Lakewood Estates. The applicant is proposing 37 50-foot single-family site condos for Majestic Ponds, and 115 60-foot single-family site condos for the Village at Majestic Lakes and Majestic Lakes Estates. The roads servicing the detached single-family residences at Majestic Lakes are proposed to be public, while the roads servicing the residences at The Ponds at Lakewood are proposed to be private. This site was part of the overall, former Lakewood South PD Development.

B. SITE PLAN COMMENTS:

1. The applicant shall provide a narrative explaining the status of prior development in relation to the proposed development.
2. It is noted that a number of lots differ from the typical 60' and 50' lot details shown on Sheet 05. In general, where these lots vary, additional dimensions for side, front and rear yard setbacks shall be included on the plan set.
3. Road Names shall be labeled on all plans (specifically on Sheets 09, 11, and 12).
4. The applicant shall label and dimension all water and sanitary easements, where applicable.



5. The plan set shall include an overall utility plan for Majestic Lakes.
6. The applicant shall provide cross section details for all proposed concrete sidewalk and asphalt pavement.
7. The plans show a proposed sanitary lead crossing an existing water lead on Lot 14. The applicant shall adjust accordingly to eliminate any unnecessary utility crossings (Sheet 09).
8. The landscaping around the detention pond and forebay shall allow access for maintenance. A maintenance schedule for the detention pond and forebay shall also be provided. The applicant shall refer to WCWRC for information regarding maintenance or plantings.
9. All utilities shall be clearly shown and labeled on the Landscape Plans. The applicant shall note that the placement of trees above proposed or existing utility lines shall be avoided where possible.

C. REQUIRED PERMITS/APPROVALS

The following is a listing of the permits and other outside agency reviews that are anticipated to be required for the construction of this project. Copies of all permits and outside agency reviews and/or waiver letters shall be sent to the Ypsilanti Township Office of Community Standards Department, and Orchard, Hiltz, and McClimment (Email: jessica.howard@ohm-advisors.com).

- ▶ The Washtenaw County Road Commission will require review and permits for any work required in the public ROW. *Comments were received on July 26, 2017 and the plans shall be reviewed and revised accordingly.*
- ▶ The Ypsilanti Communities Utility Authority will require review and approval of all modifications to the drinking water and sanitary sewer systems. *Comments were received and approved on June 6, 2017.*
- ▶ The stormwater management system will require and permit the review of the Washtenaw County Water Resources Commissioner's Office as this is an existing drainage district. *Comments were received and approved on June 5, 2017.*
- ▶ A soil erosion and sedimentation control permit shall be secured from the Ypsilanti Township Office of Community Standards.
- ▶ The Ypsilanti Township Fire Department shall review the plans with regards to the circulation and all fire protection aspects.
- ▶ The Township's Planner will inspect the landscaping for this site.
- ▶ Record plans shall be provided to the Township Engineer, following the completion of construction of all project phases.
- ▶ If dewatering should be needed, the contractor/applicant shall be responsible for obtaining necessary approvals from the Township and the Township Engineer, permission from all impacted adjacent properties and/or permits from MDOT, WCWRC's Office, or the WCRC.

Should you have any questions regarding this matter, please contact me at (734) 522-6711.

Sincerely,
OHM Advisors

Matthew D. Parks, P.E.

JLH/mkn

cc: Mike Radzik, Charter Township of Ypsilanti
Brenda Stumbo, Charter Township of Ypsilanti
Karen Lovejoy-Rue, Charter Township of Ypsilanti
Larry Doe, Charter Township of Ypsilanti
Lisa Garnett, Charter Township of Ypsilanti



Scott Westover, PE, YCUA

Gary Streight, PE, WCRC

Theresa Marsik, PE, WCWRC

Manny Kianicky, Owner, 32400 Telegraph Road, Bingham Farms, MI 48025

Jared Kime, Atwell, LLC., Two Towne Square, Ste. 700, Southfield, MI 48076

\\ohm\dfs\Corporate\Projects\0000_0100\SITE_YpsilantiTwp\2014\0098141050_Majestic_Lakes_PD\MUNI\3_PD_Stage
_II\Majestic Lakes_SP#1_8-24_17.docx

COMMISSIONERS
DOUGLAS E. FULLER
CHAIR

BARBARA RYAN FULLER
VICE CHAIR

WILLIAM McFARLANE
MEMBER

Washtenaw County
BOARD OF COUNTY ROAD COMMISSIONERS
555 NORTH ZEEB ROAD
ANN ARBOR, MICHIGAN 48103
WWW.WCROADS.ORG

ROY D. TOWNSEND, P.E.
MANAGING DIRECTOR
SHERYL SODERHOLM SIDDALL, P.E.
COUNTY HIGHWAY ENGINEER
JAMES D. HARMON, P.E.
DIRECTOR OF OPERATIONS
TELEPHONE (734) 761-1500
FAX (734) 761-3737

July 26, 2017

Atwell
2 Towne Square
Suite 700
Southfield, MI 48076

Attention: Jared Kime, P.E.

Subject: WCRC Permit Application No. 12820 – Majestic Lakes
Ypsilanti Township

Dear Mr. Kime:

This letter has been prepared in response to the applicant's plans for the above referenced project. The following comments listed below are in accordance with the WCRC Procedures & Regulations for Developing Public Roads (PRDPR). To expedite subsequent reviews, it is requested that a letter detailing responses is provided with future submittals.

Road & Drainage Plan Review Comments

The following administrative items must be addressed prior to Road and Drainage Plan approval per the PRDPR:

1. The following shall be required before conveyance of the road right-of-way/easement:
 - a. Title commitment: A current title commitment indicating clear title for the roadways to be conveyed must be submitted.
 - b. Metes and bounds legal description for the conveyance of right-of-way for each existing county road and for the proposed roads.
 - c. A drawing meeting the drafting requirements of a certified survey.
 - d. The right-of-way conveyance documents must meet the formatting requirements of the Washtenaw County Register of Deeds Office.
 - e. Limited liability companies are required to submit the following:
 - Certified copy of Articles of Organization
 - Certified copy of Operating Agreement
 - Management Agreement (if applicable)
 - Current Certificate of Good Standing
2. An administrative/inspection deposit in the amount of \$15,080 must be deposited and surety in the amount of \$502,699 must be submitted in the form of a letter of credit or certified check.
3. A sign fee in the amount of \$1,975 must be deposited.
4. An Agreement for Public Road Development shall be entered into by the Developer.
5. Approval from the Washtenaw County Water Resources Office.

The plans meet the technical approval of WCRC. In order to be placed on the WCRC Board agenda for Road & Drainage Plan approval the above items must be completed. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Gary Streight". The signature is written in a cursive style with a large, sweeping "S" and a distinct "H" at the end.

Gary Streight, P.E.
Project Manager

Cc: Jeffery Scott, 32316 Grand River Avenue, Suite 200, Farmington, MI 48336-3261
Karen Lovejoy-Roe / Charter Township of Ypsilanti Clerk
Mike Radzik / Charter Township of Ypsilanti Planning
Matt Parks, P.E. / OHM
Scott Westover, P.E. / YCUA Engineering Manager
Scott Miller, P.E. / WCWRC
Matt MacDonell, P.E. / WCRC Assistant Director of Engineering



EVAN N. PRATT, P.E.

WATER RESOURCES COMMISSIONER
705 North Zeeb Road
P.O. Box 8645
Ann Arbor, MI 48107-8645

email: drains@ewashtenaw.org
<http://drain.ewashtenaw.org>

MEGHAN BONFIGLIO
Chief Deputy Water Resources Commissioner

HARRY SHEEHAN
Deputy Water Resources Commissioner

Telephone 734.222.6860
Fax 734.222.6803

June 29, 2017

Mr. Jared Kime, P.E.
Atwell
Two Town Square, Suite 700
Southfield, MI 48076

RE: Majestic Lakes 2016
Ypsilanti Township, Michigan
WCWRC Project No. 1148

Dear Mr. Kime:

This office has reviewed the engineer's estimate of probable costs for the above referenced project to be located in Ypsilanti Township. As a result of our review, we would like to offer the following comments:

1. The proposed development is within the existing Lakewood Farms drainage district. We understand that the proposed construction will be developed in phases within the existing drainage district.
2. The approved cost estimate for the three proposed phases of construction are listed below:
 - a. Majestic Lakes (New Development Area): \$612,755.25.
 - b. Majestic Lakes (Existing Unit Conversion, Lots 1-34): \$29,026.48.
 - c. The Ponds at Lakewood: \$166,305.36.
3. A letter of credit, cash, or an escrow account in the sum of 100 percent of the construction cost should be provided. This will remain in effect until final acceptance of the project by the district.
4. The required inspection and contingency fees for the three proposed phases of construction are listed below. Please note that the fees to establish the drain must be paid in full before acceptance of the agreement and should be separate from the construction cost account.
 - a. Majestic Lakes (New Development Area):
 - i. Inspection Fees: \$61,275.53
 - ii. Contingency Fees: \$61,275.53

- b. Majestic Lakes (Existing Unit Conversion, Lots 1-34):
 - i. Inspection Fees: \$2,902.65
 - ii. Contingency Fees: \$2,902.65
 - c. The Ponds at Lakewood:
 - i. Inspection Fees: \$16,630.54
 - ii. Contingency Fees: \$16,630.54
5. A draft copy of the storm water easement documents should be submitted to our office for review prior to recording. Storm water or drainage easements must be exclusive and be dedicated to the WCWRC and the Condominium Association.
 6. On-site inspection of the storm water management system (including full time inspection of the underground portions) will be required during construction. Our understanding is that Ypsilanti Township will be providing this service through its township engineer. Please contact me to make other arrangements if this is not the case.
 7. At the time of plant and seed delivery, a WCWRC landscape reviewer must be present. The quantity and species delivered will be reviewed on site. Contact Catie Wytychak at wytychakc@ewashtenaw.org or (734) 222-6813 to coordinate.
 8. Prior to construction, a pre-construction meeting must be held between the developer, design engineer and WCWRC. This meeting can be held in conjunction with the municipality's pre-construction meeting, if requested.
 9. Current review fees total \$420.00 with no outstanding balance. Please remit these fees upon receipt of the accompanying invoice.

At your convenience please send us a complete set of revised plans and the additional information requested above so that we may continue our review. If you have any questions, please contact our office.

Sincerely,



Theresa M. Marsik, P.E.
Storm Water Engineer
(drainage district\majestic lakes 2016 rev5)

cc: Ms. Karen Lovejoy Roe, Ypsilanti Township Clerk
Ben Carlisle, Ypsilanti Township Planning and Development (Carlisle Wortman Associates)



YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

June 6, 2017

VIA ELECTRONIC MAIL

Planning Operations
Office of Community Standards
CHARTER TOWNSHIP OF YPSILANTI
7200 S. Huron River Drive
Ypsilanti, MI 48197

Re: Detailed Engineering Plan Review #3
Majestic Lakes (f.k.a. Lakewood South and Ponds at Lakewood)
Charter Township of Ypsilanti (Plan Revision Date: 05-17-2017)

In response to the plans received from your office via electronic mail May 25, 2017, we have reviewed the referenced plans with regards to water supply and wastewater system design. The plans are acceptable to the Authority.

1. It is understood from the Applicant's design engineer that temporary access will be provided to the existing buildings west of the intersection of Huron River Lane and Nature View while the sanitary sewer is being rerouted through the intersection.

Analysis of previously paid connection fees is ongoing and is being coordinated with the Applicant. **The construction phase escrow deposit, Authority administration fee, and record plan guarantee**, must be paid to the Authority by the Applicant, with a receipt delivered to the Township, before either any building permits or the soil and grading permit is issued. The construction phase escrow deposit and associated fees and deposits will be determined in conjunction with your office and the Township Engineer. Should there be any questions please contact this office.

Sincerely,



SDW Digital Signature

SCOTT D. WESTOVER, P.E., Engineering Manager
Ypsilanti Community Utilities Authority

cc: Mr. Jeff Castro, Mr. Bob Fry, YCUA File
Mr. Mike Radzik, Charter Township of Ypsilanti
Mr. Eric Copeland, Township Fire
Mr. Matt Parks, P.E., Township Engineer
Mr. Gary Streight, P.E., WCRC
Mr. Manny Kianicky, S.R. Jacobson Companies
Mr. Jared Kime, P.E., Applicant's design engineer

Charter Township of Ypsilanti Fire Department
Bureau of Fire Prevention
222 South Ford Blvd.
Ypsilanti, Michigan 48198

.....
Site Plan Review Report – Preliminary Site Plan Review
.....

Date: August 25, 2017
Business Name: Majestic Lakes
Business Address: 6555 Tuttlehill
Contractor:
Plans Dated: August 10, 2017
Project No. 14000914
Applicable Codes: IFC 2012
Reviewed By: Dan Kimball

.....
Review Comments and Requirements
.....

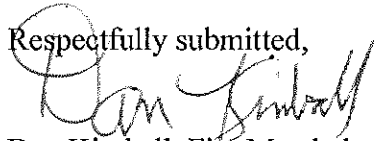
1. Hydrant locations follow IFC 2012 standards.
2. Fire Department access roads follow IFC 2012 standards.
3. Because Ravine Court exceeds 150 feet in length and Fire Department needs to do a 3 point turn, post NO PARKING FIRE LANE signs on the Ravine Court Cul-De-Sac.

.....
Status of Plans:
.....

- Approved as submitted – pending field inspection and final testing
 Approved conditionally – see remarks
 Denied – see remarks

Remarks:
.....

Respectfully submitted,



Dan Kimball, Fire Marshal
Charter Township of Ypsilanti Fire Department
CFPS, CFI II, CFPE

One (1) set of these plans will be retained by the Fire Department, one (1) set forwarded to the mechanical inspector; three (3) sets are available for pick up with the permit.

PROJECT OWNER/DEVELOPER:

BLUE MAJESTIC, LLC
32400 TELEGRAPH RD. - SUITE 100
BINGHAM FARMS, MICHIGAN 48025
ATTN: MANNY KIANICKY

PROJECT ENGINEER:

ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
PHONE: 248.447.2000
FAX: 248.447.2001
ATTN: JOHN ACKERMAN

UTILITY CONTACT:

YPSILANTI COMMUNITY UTILITIES AUTHORITY
2777 STATE ROAD | YPSILANTI, MI 48198-9112
PHONE: 734.484.4600 EXT. 220
FACSIMILE: 734.484.4699
EMAIL: SWESTOVER@YCUA.ORG
ATTN: SCOTT WESTOVER

OVERALL SITE DESCRIPTION

DESCRIPTION OF A 254.216 ACRE PARCEL OF LAND LOCATED IN SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the West 1/4 corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence N89°51'07"E 50.00 feet along the East-West 1/4 line of said Section 26 for a PLACE OF BEGINNING; thence N00°40'17"W 492.09 feet along the Easterly right-of-way line of Tuttle Hill Road (variable width); thence S89°39'35"E 528.04 feet; thence N00°40'17"W 495.14 feet; thence S89°52'12"E 736.71 feet; thence N00°50'53"W 1681.82 feet along the West line of the East 1/2 of the Northwest 1/4 of said Section 26; thence S89°56'52"E 1309.51 feet along the North line of said Section 26 and the centerline of Textile Road (variable width) to the North 1/4 corner of said Section 26; thence S89°55'00"E 1110.09 feet along the North line of said Section 26 and the centerline of said Textile Road; thence S01°27'01"W 579.03 feet along the East line of The Ponds at Lakewood Condominium, Washtenaw County Condominium Subdivision Plan No. 494, Washtenaw County Records; thence N89°55'07"E 225.64 feet; thence S00°43'49"E 2064.87 feet along the East line of the West 1/2 of the Northeast 1/4 of said Section 26, as monumented; thence S89°30'11"W 1299.90 feet along the East-West 1/4 line of said Section 26 to the Center Post of said Section 26; thence S00°34'23"W 1329.00 feet along the North-South 1/4 line of said Section 26, as monumented; thence S01°15'20"E 0.86 feet along the West line of Frank H. Clark Subdivision, as recorded in Liber 10 of Plats, Page 11, Washtenaw County records; thence S89°45'51"W 2606.78 feet along the South line of the North 1/2 of the Southwest 1/4 of said Section 26 and the South line of Lakewood Estates Condominium, Washtenaw County Condominium Subdivision Plan No. 554, Washtenaw County Records and its Easterly and Westerly extension thereof; thence N00°39'24"W 959.17 feet along the West line of said Section 26 and the centerline of said Tuttle Hill Road; thence N89°51'07"E 581.40 feet; thence N00°39'24"W 374.63 feet; thence S89°51'07"W 531.40 feet along the East-West 1/4 line of said Section 26 to the Place of Beginning, EXCEPTING therefrom the following described parcel of land: Commencing at the North 1/4 corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S89°55'00"E 1110.09 feet along the North line of said Section 26 and the centerline of Textile Road (variable width); thence S01°27'01"W 33.01 feet; thence N89°55'00"W 120.00 feet along the South Right-of-Way line of said Textile Road for a PLACE OF BEGINNING; thence S00°55'59"E 175.00 feet; thence N89°55'00"W 70.00 feet; thence N00°55'59"W 175.00 feet; thence S89°55'00"E 70.00 feet along the said South line of said Textile Road to the Place of Beginning, overall parcel being a part of said Section 26 and a part of said The Ponds at Lakewood Condominium and said Lakewood Estates Condominium, containing 254.216 acres of land, more or less, being subject to the rights of the public over the Westerly 60 feet thereof as occupied by said Tuttle Hill Road, also being subject to the rights of the public over the the Northerly 60 feet thereof as occupied by said Textile Road and being subject to easements, conditions, restrictions and exceptions of record, if any.

MAJESTIC LAKES LEGAL DESCRIPTION:

DESCRIPTION OF A 47.82 ACRE PARCEL (PARCEL B) OF LAND LOCATED IN THE WEST 1/2 OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the West 1/4 corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence N89°51'07"E 581.40 feet along the East-West 1/4 line of said Section 26; thence S00°39'24"E 121.35 feet for a PLACE OF BEGINNING; thence N89°49'11"E 123.58 feet; thence S00°39'24"E 121.35 feet; thence N89°20'36"E 66.00 feet; thence N00°39'24"W 120.00 feet; thence N89°20'36"E 405.26 feet; thence S41°40'00"E 3.57 feet; thence N31°54'36"E 441.75 feet; thence N89°51'07"E 1218.93 feet along the East-West 1/4 line of said Section 26 to the Center Post of said Section 26; thence S00°34'23"W 1329.00 feet along the North-South 1/4 line of said Section 26, as monumented; thence S01°15'20"E 0.86 feet along the West line of Frank H. Clark Subdivision, as recorded in Liber 10 of plats, Page 11, Washtenaw County records; thence S89°45'51"W 1391.26 feet along the South line of the Northwest 1/4 of said Section 26; thence the following thirty three (33) courses along Lakewood Estates Condominium, Washtenaw County Condominium Subdivision Plan No. 554, according to the Master Deed, as recorded in Liber 4627, Page 76, Washtenaw County records; N87°42'03"E 39.61 feet, N81°43'56"E 75.75 feet, N73°52'38"E 75.75 feet, N66°01'20"E 75.75 feet, N58°10'03"E 75.75 feet, N50°18'45"E 75.75 feet, N42°27'28"E 75.75 feet, N34°50'38"E 72.22 feet, N31°55'16"E 60.00 feet, N58°04'44"W 140.00 feet, N31°55'16"E 54.59 feet, N41°40'00"W 485.97 feet, 133.66 feet along the arc of a 333.00 foot radius circular curve to the right, having a chord which bears S77°50'41"W 132.76 feet, S89°20'36"W 257.52 feet, S00°39'24"E 130.55 feet, S89°20'36"W 569.22 feet, S00°39'24"E 120.00 feet, S28°37'07"W 75.66 feet, S88°37'17"W 66.01 feet, S79°41'43"W 96.47 feet, S89°20'36"W 44.89 feet, S00°39'24"E 32.87 feet, S04°42'20"E 56.91 feet, S14°44'01"E 83.96 feet, S26°42'11"E 84.11 feet, N57°18'25"E 140.00 feet, 23.07 feet along the arc of a 263.00 foot radius non-tangential circular curve to the left, having a chord which bears S35°12'21"E 23.06 feet, S52°16'54"W 135.00 feet, S43°42'30"E 83.07 feet, S55°50'11"E 84.96 feet, S67°55'55"E 82.91 feet, S76°29'12"E 83.64 feet, and S88°01'35"E 30.64 feet; thence S89°45'51"W 515.16 feet; thence N00°39'24"W 959.17 feet along the West line of said Section 26 and the centerline of Tuttle Hill Road (variable width); thence N89°51'07"E 581.40 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 26, containing 47.82 acres of land, more or less, being subject to the rights of the public over the Westerly 60 feet thereof as occupied by said Tuttle Hill Road, and being subject to easements, conditions, restrictions and exceptions of record, if any.

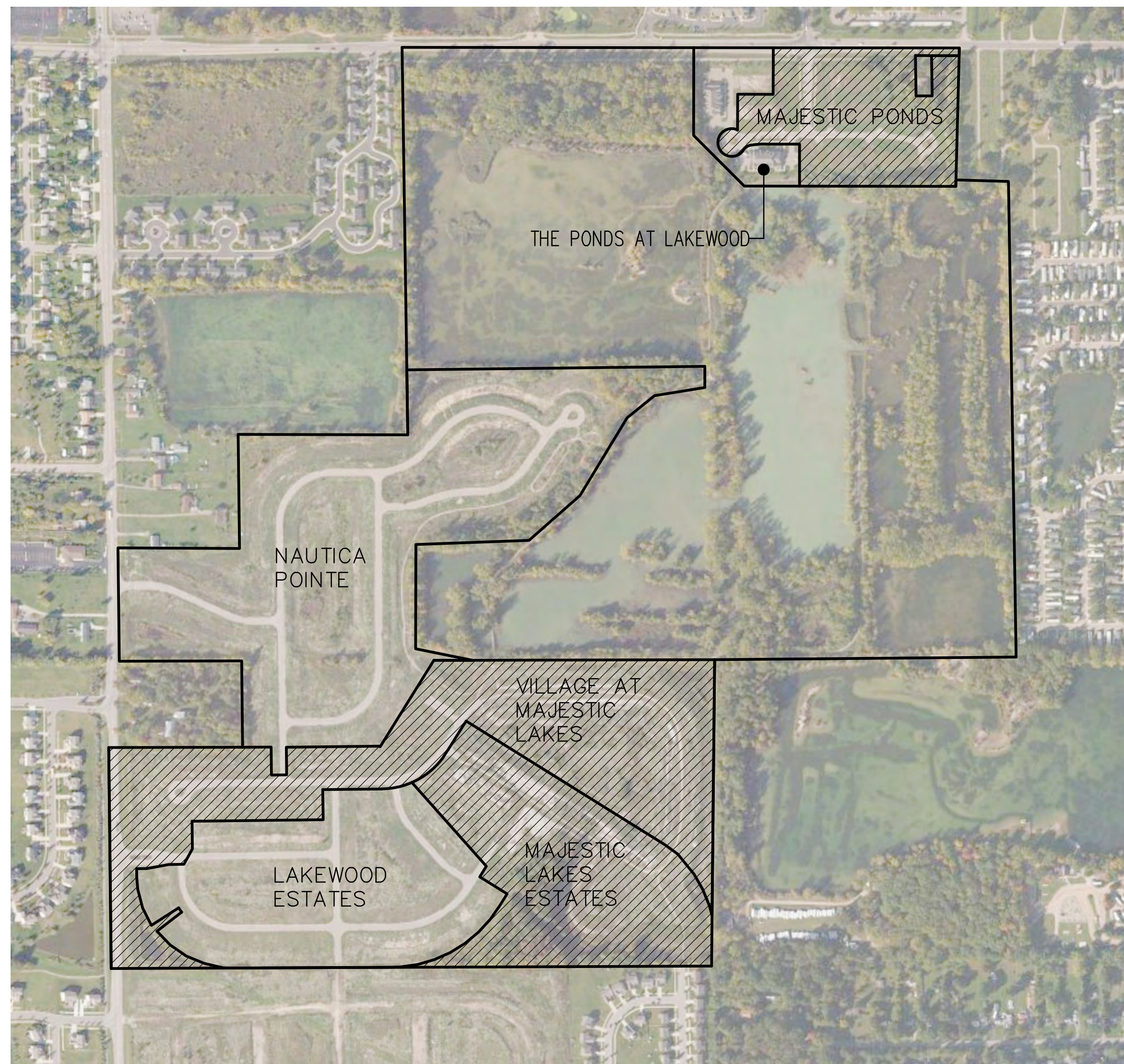
MAJESTIC PONDS LEGAL DESCRIPTION:

DESCRIPTION OF A 11.27 ACRE PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

Commencing at the North 1/4 corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S89°55'00"E 302.02 feet along the North line of Section 26 and the centerline of Textile Road (variable width) for a PLACE OF BEGINNING; thence continuing S89°55'00"E 808.07 feet along said North line and said centerline; thence S01°27'01"W 600.47 feet; thence N89°55'00"W 678.75 feet; thence N00°05'02"E 182.31 feet; thence N89°54'58"W 150.67 feet; thence 60.52 feet along the arc of a 367.00 foot radius circular curve to the left, with a chord bearing S85°16'14"W 60.45 feet; thence 41.16 feet along the arc of a 50.00 foot radius circular curve to the left, with a chord bearing S56°57'42"W 40.01 feet; thence 273.82 feet along the arc of a 60.00 foot radius circular curve to the right, with a chord bearing N15°52'57"W 90.92 feet; thence N00°05'02"E 155.52 feet; thence S89°54'58"E 154.43 feet; thence N00°05'02"E 202.00 feet to the Place of Beginning; EXCEPTING therefrom the following described parcel of land: Commencing at the North 1/4 corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S89°55'00"E 1110.09 feet along the North line of said Section 26 and the centerline of Textile Road (variable width); thence S01°27'01"W 33.01 feet; thence N89°55'00"W 120.00 feet along the South Right-of-Way line of said Textile Road for a PLACE OF BEGINNING. thence S00°55'59"E 175.00 feet; thence N89°55'00"W 70.00 feet; thence N00°55'59"W 175.00 feet; thence S89°55'00"E 70.00 feet along the said South line of Textile Road to the Place of Beginning.

MAJESTIC LAKES

PLANNED DEVELOPMENT STAGE II PLANS SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN



OVERALL DEVELOPMENT MAP

SCALE: 1"=400'

DEVELOPMENT NOTES:

Roads - The roads servicing the detached single family residences at "Majestic Lakes" are proposed to be public. The roads servicing the residences at "The Ponds at Lakewood" are proposed to be private.

Trash - Private trash service will be provided for the proposed development.

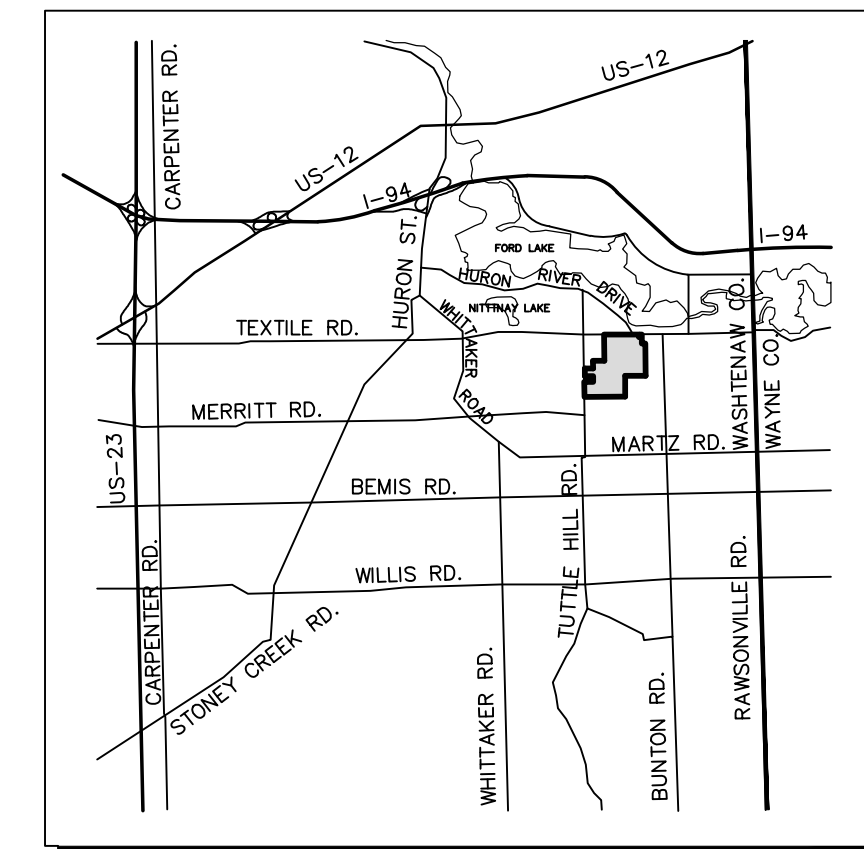
Catch Basins - All catch basin covers shall include the phrase "Dump no waste, drains to river."

Site Lighting - Site lighting will be provided by street lights located along the internal roadways of the development. Lighting along public streets will be provided by DTE. Lighting along private streets will be provided by developer.

Security Cameras - Security cameras shall be installed at the entranceway on Tuttle Hill Road and at the entranceway on Textile Road, as well as at the connection of Maple Lawn Drive to the existing development to the South. The security cameras shall meet the specifications established by the Township and shall be installed before the issuance of certificates of occupancy.

NOTES:

- 1. Any existing telephone lines to be relocated must be replaced with underground lines.
- 2. All work must be done in accordance with the current standards, specifications and general conditions of Ypsilanti community.
- 3. Call MISS-DIG 72 hours in advance of any construction.



VICINITY MAP

NOT TO SCALE

SITE PLANS

Sheet Number	Sheet Title
01	COVER
02	AERIAL PHOTO
03	EXISTING CONDITIONS
04	OVERALL LAYOUT PLAN
05	DETAILED LAYOUT PLAN
06	DETAILED LAYOUT PLAN
07	DETAILED LAYOUT PLAN
08	DETAILED LAYOUT PLAN
09	UTILITY PLAN
10	UTILITY PLAN
11	UTILITY PLAN
12	UTILITY PLAN
13	OPEN SPACE PLAN
14	OPEN SPACE PLAN

LANDSCAPE PLANS

Sheet Number	Sheet Title
L-1	LANDSCAPE PLAN
L-2	LANDSCAPE PLAN
L-3	FOREBAY LANDSCAPE PLANS
L-4	LANDSCAPE SPECIFICATIONS & DETAILS

SITE DATA (OVERALL DEVELOPMENT):

ZONED PLANNED DEVELOPMENT (PD)

OVERALL DENSITY 1.54 UNITS/ACRE (254.216 AC.)

PROPOSED 391 UNIT DEVELOPMENT

NORTH PORTION (PREVIOUSLY KNOWN AS THE PONDS AT LAKEWOOD) (14.96 ACRES):
37 - 50' SINGLE FAMILY SITE CONDOS (MAJESTIC PONDS)
16 - EXISTING ATTACHED MULTI-FAMILY UNITS (THE PONDS AT LAKEWOOD)

SOUTH PORTION (239.256 ACRES):
115 - 60' SINGLE FAMILY SITE CONDOS (72 LOTS CURRENTLY EXIST)
81 - 50' UNITS
142 - ATTACHED SINGLE FAMILY UNITS (NAUTICA POINTE)

SETBACKS:
60' LOTS
FRONT - 25'
REAR - 35'
SIDE - 5' SIDE / 16' TOTAL

50' LOTS
FRONT - 25'
REAR - 35'
SIDE - 5' SIDE / 10' TOTAL

TOTAL PRESERVATION AREA (INC. LAKES) - 167.20 ACRES (65% OF SITE)

TOTAL AREA OF LAKES - 90.15 ACRES (35% OF SITE)

NET = TOTAL - LAKES 164.066 ACRES

OPEN SPACE PROVIDED - 83.37 ACRES (50.8% OF NET SITE)

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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 ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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SECTION 26
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WASHTENAW COUNTY, MICHIGAN

BLUE MAJESTIC, L.L.C.
MAJESTIC LAKES
PD STAGE II PLANS
COVER

CLIENT

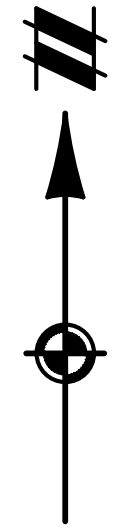
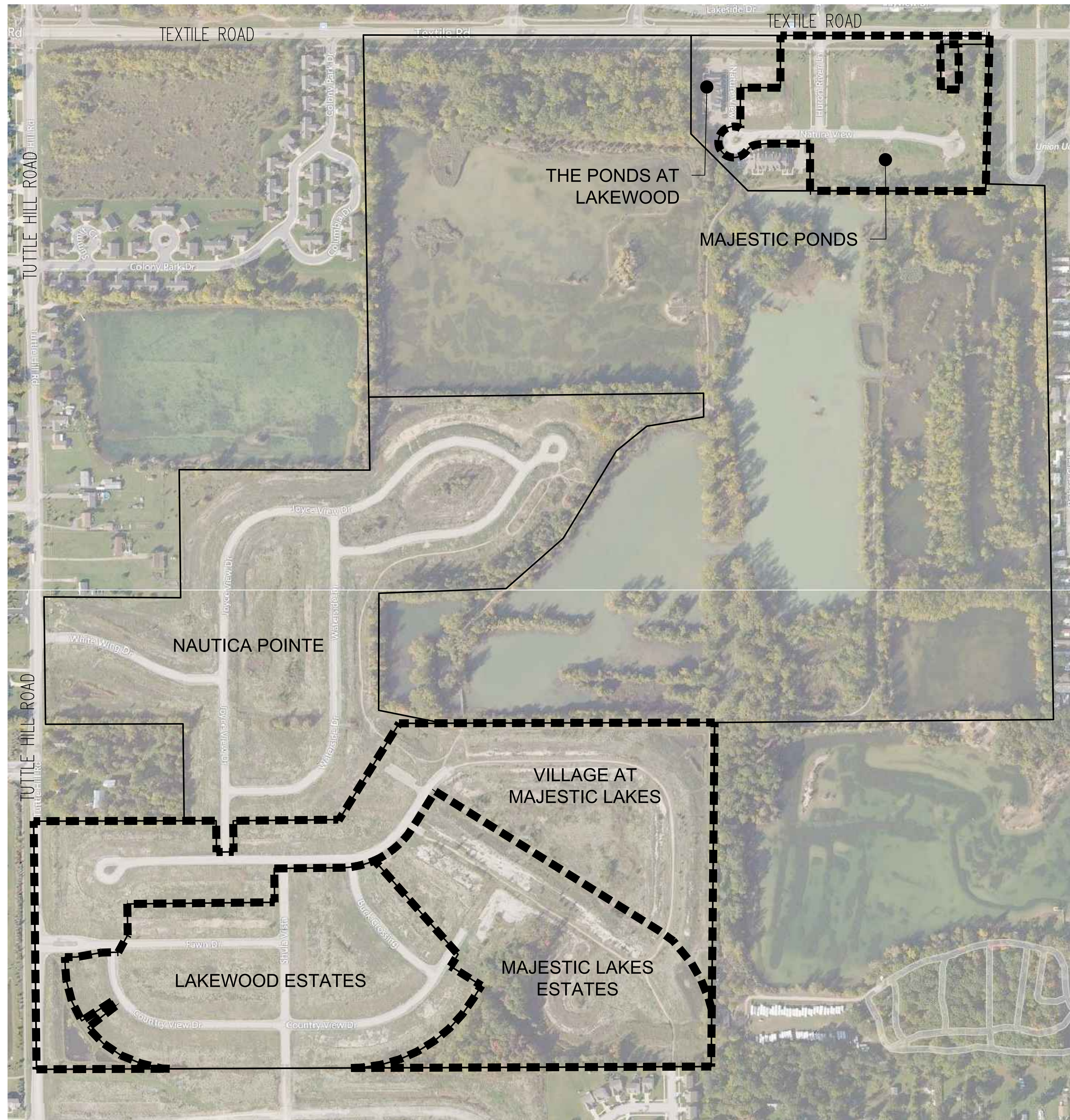
DATE
AUGUST 10, 2017

REVISIONS

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CHECKED BY: J. KIME
P.M.: J. ACKERMAN
JOB #: 14000914
FILE CODE: -
SHEET NO. 01

CAD FILE: 14000914-PD2-01-CV.DWG

K:\14000914\DWG\PLAN SET\VPD_STAGE II - MAJESTIC\14000914PD2-02-AP.DWG 8/10/2017 10:36 AM KEVIN SULLIVAN



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SECTION 26
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WASHTENAW COUNTY, MICHIGAN

CLIENT
BLUE MAJESTIC, L.L.C.
MAJESTIC LAKES
PD STAGE II PLANS
AERIAL PHOTO

DATE
AUGUST 10, 2017

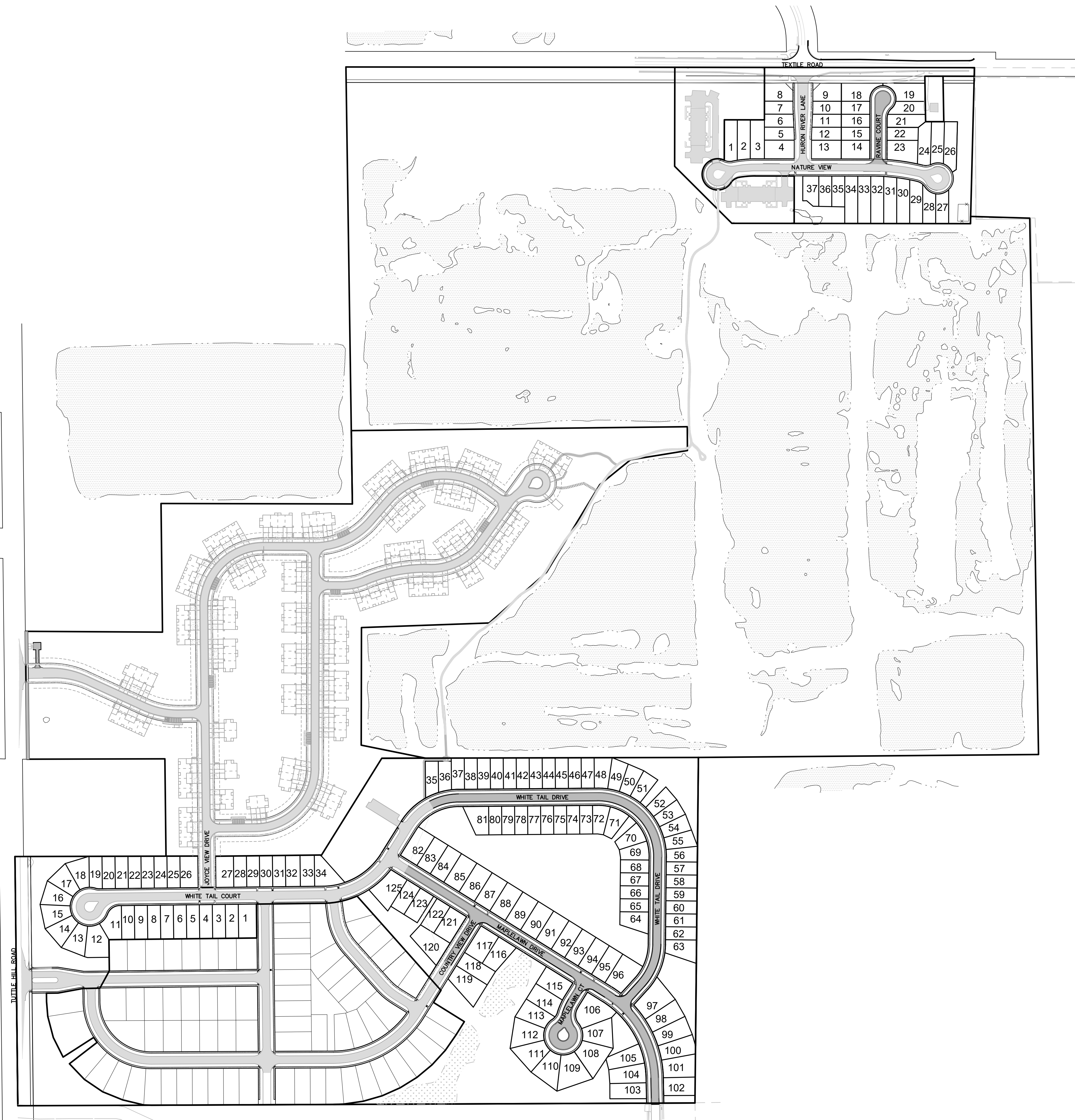
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P.M.: J. ACKERMAN
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FILE CODE: -
SHEET NO. 02

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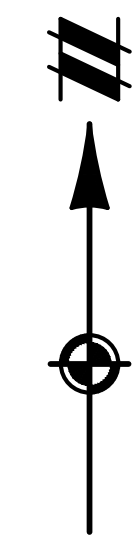
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LEGEND

- PROPERTY LINE
- PROPOSED ASPHALT PAVEMENT
- EXISTING ASPHALT PAVEMENT
- WATER



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CLIENT
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 MAJESTIC LAKES
 PD STAGE II PLANS
 OVERALL LAYOUT PLAN

DATE
 AUGUST 10, 2017

REVISIONS

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 SCALE: 1" = 200'

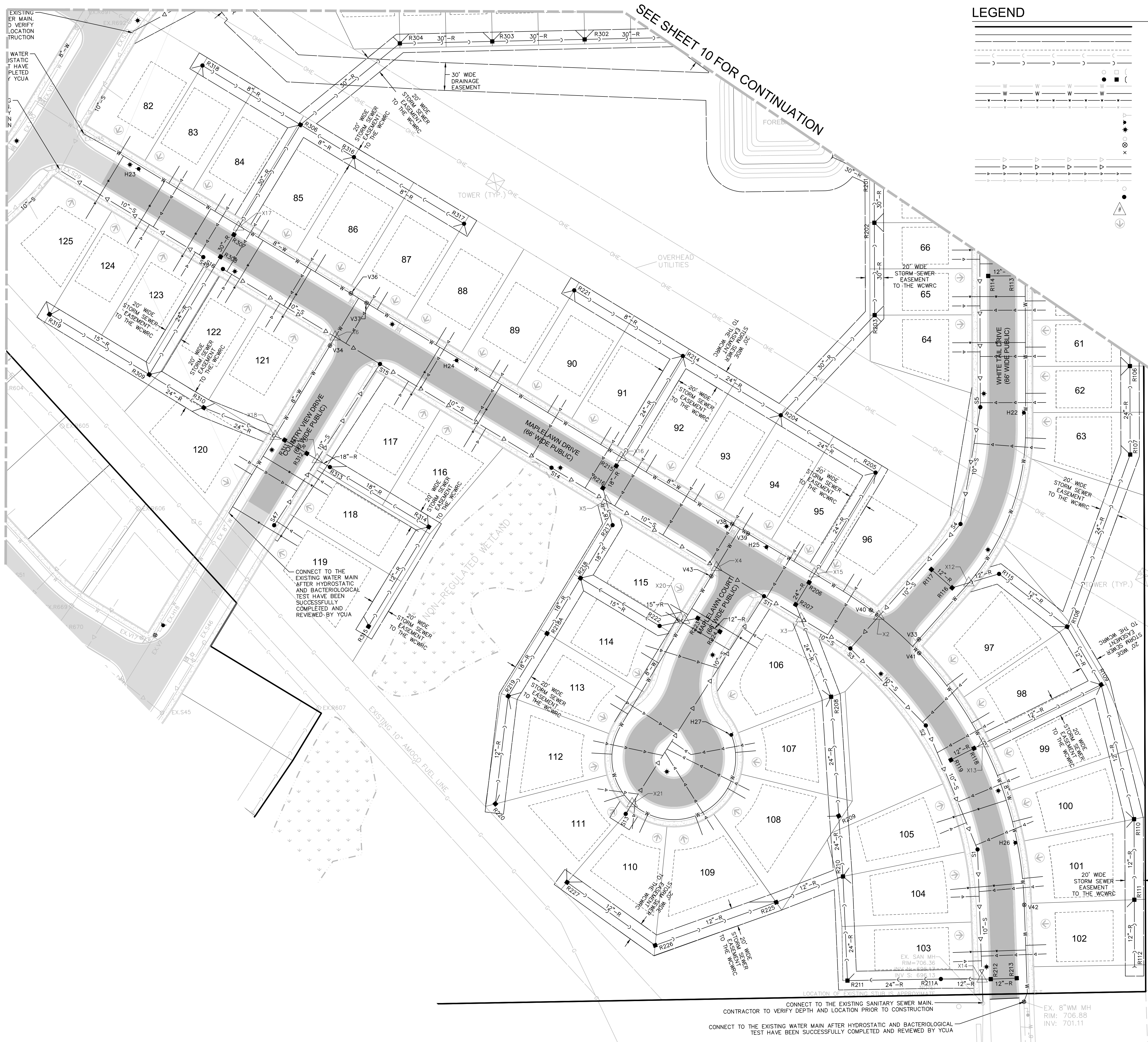
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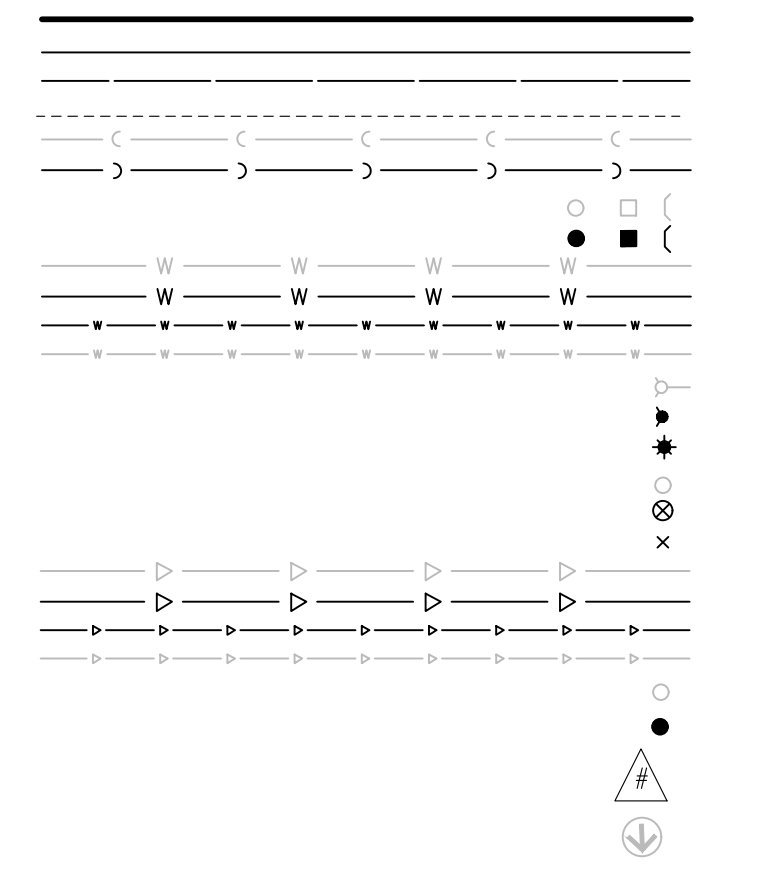
SEE SHEET 09 FOR CONTINUATION

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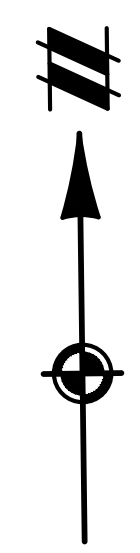
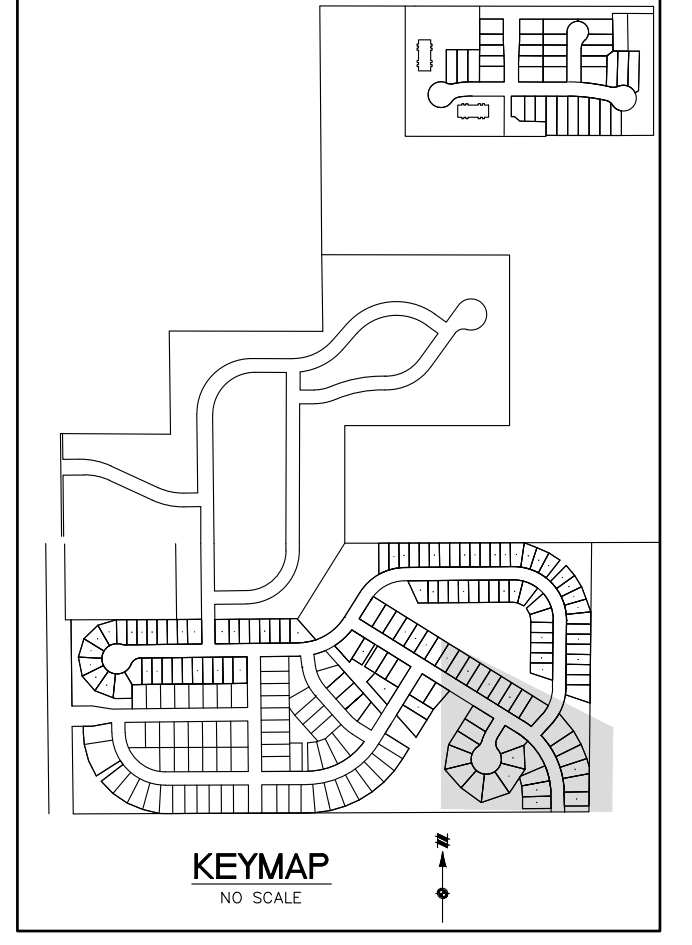


SEE SHEET 10 FOR CONTINUATION

LEGEND



PROPERTY LINE
PROPOSED R.O.W. LINE
FRANCHISE EASEMENT
PROPOSED BUILDING SETBACK
EXISTING STORM SEWER
PROPOSED STORM SEWER
EXISTING MANHOLE/CATCH BASIN/END SECTION
PROPOSED MANHOLE/CATCH BASIN/END SECTION
EXISTING WATER MAIN
PROPOSED WATER MAIN
PROPOSED WATER SHUT-OFF
EXISTING WATER LEAD
EXISTING HYDRANT
PROPOSED HYDRANT
PROPOSED LIGHT POLE
EXISTING GATE VALVE & WELL
PROPOSED GATE VALVE & WELL
PROPOSED WATER SHUT-OFF
EXISTING SANITARY SEWER
PROPOSED SANITARY SEWER
PROPOSED SANITARY LEAD
EXISTING SANITARY LEAD
EXISTING SANITARY SEWER MANHOLE
PROPOSED SANITARY SEWER MANHOLE
UTILITY CROSSING
PROPOSED DRIVEWAY LOCATION



WATER MAIN NOTES:

1. ALL STATIONING ON WATER MAIN PROFILES IS BASED ON ROAD CENTERLINE STATIONING UNLESS OTHERWISE NOTED.
2. ALL WATER MAIN IS TO BE CONSTRUCTED WITH 5.5' OF COVER EXCEPT WHERE NOTED.
3. ALL TRENCHES UNDER OR WITHIN A 1:1 INFLUENCE OF PAVEMENT TO BE BACK FILLED WITH CLASS 2 SAND COMPACTED TO 95% OF ITS MAXIMUM UNIT DENSITY.
4. ALL JOINT RESTRAINTS SHALL BE FIELD LOCK GASKETS OR MEGA LUGS.
5. ALL WATER MAIN TO BE 8" CLASS 54 DIP UNLESS OTHERWISE NOTED.
6. ALL FIRE HYDRANTS SHALL HAVE 1 4" STORZ ADAPTER AND ONE 3.5" PUMPER CONNECTION AND SHALL BE PAINTED RUSTOLEUM SCHOOL BUS YELLOW.
7. POLYETHYLENE ENCASUREMENT SHALL BE INSTALLED ON ALL DUCTILE IRON WATER MAIN FITTINGS.
8. NO CONNECTIONS SHALL BE MADE TO EXISTING WATER DISTRIBUTION SYSTEM WITHOUT SATISFACTORY COMPLETION OF BOTH PRESSURE AND BACTERIA TESTING.
9. EXISTING WATER LEADS NOTED TO BE ABANDONED IN PLACE SHALL BE DISCONNECTED FROM THE WATER MAIN AT THE CORPORATION STOP WITH THE CORPORATION STOP CLOSED.
10. SEE TOWNSHIP STANDARD DETAIL SHEETS FOR PIPE MATERIAL AND BEDDING REQUIREMENTS.

SANITARY SEWER NOTES:

1. ALL TRENCHES UNDER OR WITHIN A 1:1 INFLUENCE OF PAVEMENT TO BE BACK FILLED WITH CLASS 2 SAND COMPACTED TO 95% OF ITS MAXIMUM UNIT DENSITY.
2. ALL SANITARY SEWER TO BE SDR 26 UNLESS OTHERWISE NOTED.
3. IN AREAS WHERE EXISTING SEWERS ARE BEING CONNECTED TO NEW SEWERS, ALL LINES MUST BE TESTED AND TELEVIEWED.
4. INFILTRATION/EXFILTRATION SHALL NOT EXCEED 100 GALLONS PER INCH DIAMETER OF SEWER PIPE PER MILE PER DAY INCLUDING ALL MANHOLES AND APPURTENANCES. THIS SPECIFICATION SHALL TAKE PRECEDENCE OVER YCUA'S CURRENT SPECIFICATION WHICH IS IN THE PROCESS OF BEING REVISED TO THIS STANDARD.
5. SEE TOWNSHIP STANDARD DETAIL SHEETS FOR PIPE MATERIAL AND BEDDING REQUIREMENTS.
6. EXISTING SANITARY LEAD UPPER END ELEVATIONS WERE LIKELY INSTALLED APPROXIMATELY 11 FEET BELOW FINISH GRADE. CONTRACTOR TO VERIFY DEPTH AND INSTALL RISERS AS NECESSARY TO SERVICE THE BUILDINGS.
7. EXISTING SANITARY LEADS NOTED TO BE ABANDONED IN PLACE SHALL BE ABANDONED FROM INSIDE THE SANITARY SEWER USING A CURED-IN-PLACE PIPE (CIPP) SPOT LINGER SUCH AS "PIPE PATCH" OR AUTHORITY APPROVED EQUAL.

CONNECT TO THE EXISTING WATER MAIN AFTER HYDROSTATIC AND BACTERIOLOGICAL TEST HAVE BEEN SUCCESSFULLY COMPLETED AND REVIEWED BY YCUA
CONNECT TO THE EXISTING SANITARY SEWER MAIN.
CONTRACTOR TO VERIFY DEPTH AND LOCATION PRIOR TO CONSTRUCTION
EX. 8"WM MH
RIM: 706.88
INV: 701.11

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WASHTENAW COUNTY, MICHIGAN

BLUE MAJESTIC, L.L.C.
MAJESTIC LAKES
PD STAGE II PLANS
UTILITY PLAN

CLIENT
DATE
AUGUST 10, 2017

REVISIONS

SCALE: 1" = 50 FEET
DRAWN BY: KWS
CHECKED BY: J. KIME
P.M.: J. ACKERMAN
JOB #: 14000914
FILE CODE: -
SHEET NO. 10

CAD FILE: 14000914VPD2-06-UJWG



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SECTION 26
TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

BLUE MAJESTIC, L.L.C.
MAJESTIC LAKES
PD STAGE II PLANS
UTILITY PLAN

CLIENT
DATE
AUGUST 10, 2017

REVISIONS

SCALE: 1" = 50 FEET
DRAWN BY: KWS
CHECKED BY: J. KIME
P.M.: J. ACKERMAN
JOB #: 14000914
FILE CODE: -
SHEET NO. 11

CAD FILE: 14000914PD2-06-LJ.DWG

SANITARY SEWER NOTES:

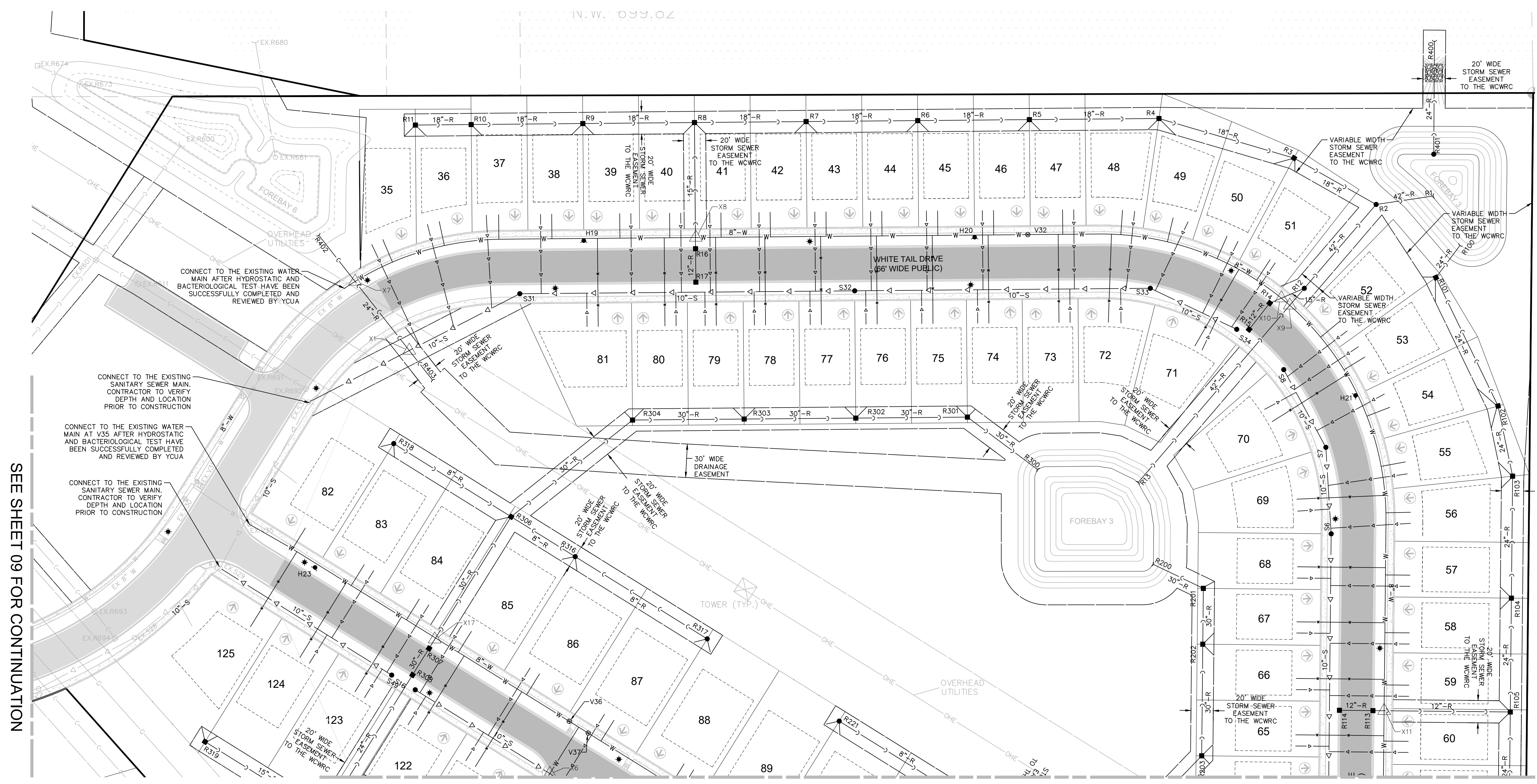
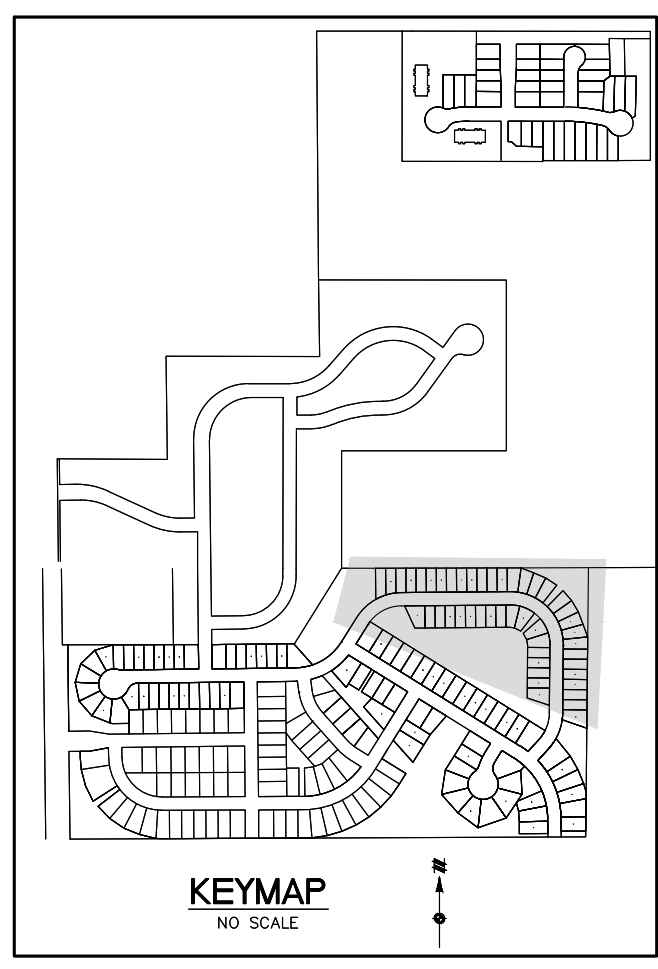
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- 3. IN AREAS WHERE EXISTING SEWERS ARE BEING CONNECTED TO NEW SEWERS, ALL LINES MUST BE TESTED AND TELEVIEWED.
- 4. INFILTRATION/EXFILTRATION SHALL NOT EXCEED 100 GALLONS PER INCH DIAMETER OF SEWER PIPE PER MILE PER DAY INCLUDING ALL MANHOLES AND APPURTENANCES. THIS SPECIFICATION SHALL TAKE PRECEDENCE OVER YCUA'S CURRENT SPECIFICATION WHICH IS IN THE PROCESS OF BEING REVISED TO THIS STANDARD.
- 5. SEE TOWNSHIP STANDARD DETAIL SHEETS FOR PIPE MATERIAL AND BEDDING REQUIREMENTS.
- 6. EXISTING SANITARY LEAD UPPER END ELEVATIONS WERE LIKELY INSTALLED APPROXIMATELY 11 FEET BELOW FINISH GRADE. CONTRACTOR TO VERIFY DEPTH AND INSTALL RISERS AS NECESSARY TO SERVICE THE BUILDINGS.
- 7. EXISTING SANITARY LEADS NOTED TO BE ABANDONED IN PLACE SHALL BE ABANDONED FROM INSIDE THE SANITARY SEWER USING A CURED-IN-PLACE PIPE (CIPP) SPOT LINER SUCH AS "PIPE PATCH" OR AUTHORITY APPROVED EQUAL.

WATER MAIN NOTES:

- 1. ALL STATIONING ON WATER MAIN PROFILES IS BASED ON ROAD CENTERLINE STATIONING UNLESS OTHERWISE NOTED.
- 2. ALL WATER MAIN IS TO BE CONSTRUCTED WITH 5.5' OF COVER EXCEPT WHERE NOTED.
- 3. ALL TRENCHES UNDER OR WITHIN A 1:1 INFLUENCE OF PAVEMENT TO BE BACK FILLED WITH CLASS 2 SAND COMPACTED TO 95% OF ITS MAXIMUM UNIT DENSITY.
- 4. ALL JOINT RESTRAINTS SHALL BE FIELD LOCK GASKETS OR MEGA LUGS.
- 5. ALL WATER MAIN TO BE 8" CLASS 54 DIP UNLESS OTHERWISE NOTED.
- 6. ALL FIRE HYDRANTS SHALL HAVE 1 1/2" STORZ ADAPTER AND ONE 3/4" PUMPER CONNECTION AND SHALL BE PAINTED RUSTOLEUM SHCOOL BUS YELLOW.
- 7. POLYETHYLENE ENCASUREMENT SHALL BE INSTALLED ON ALL DUCTILE IRON WATER MAIN FITTINGS.
- 8. NO CONNECTIONS SHALL BE MADE TO EXISTING WATER DISTRIBUTION SYSTEM WITHOUT SATISFACTORY COMPLETION OF BOTH PRESSURE AND BACTERIA TESTING.
- 9. EXISTING WATER LEADS NOTED TO BE ABANDONED IN PLACE SHALL BE DISCONNECTED FROM THE WATER MAIN AT THE CORPORATION STOP WITH THE CORPORATION STOP CLOSED.
- 10. SEE TOWNSHIP STANDARD DETAIL SHEETS FOR PIPE MATERIAL AND BEDDING REQUIREMENTS.

LEGEND

PROPERTY LINE
PROPOSED R.O.W. LINE
FRANCHISE EASEMENT
PROPOSED BUILDING SETBACK
EXISTING STORM SEWER
PROPOSED STORM SEWER
EXISTING MANHOLE/CATCH BASIN/END SECTION
PROPOSED MANHOLE/CATCH BASIN/END SECTION
EXISTING WATER MAIN
PROPOSED WATER MAIN
PROPOSED WATER LEAD
EXISTING WATER LEAD
EXISTING HYDRANT
PROPOSED HYDRANT
PROPOSED LIGHT POLE
EXISTING GATE VALVE & WELL
PROPOSED GATE VALVE & WELL
PROPOSED WATER SHUT OFF
EXISTING SANITARY SEWER
PROPOSED SANITARY SEWER
PROPOSED SANITARY LEAD
EXISTING SANITARY LEAD
EXISTING SANITARY SEWER MANHOLE
PROPOSED SANITARY SEWER MANHOLE
UTILITY CROSSING
PROPOSED DRIVEWAY LOCATION



SEE SHEET 09 FOR CONTINUATION

SEE SHEET 11 FOR CONTINUATION

K:\14000914\DWG\PLAN SET\SPD STAGE II - MAJESTIC\14000914PD2-06-LJ.DWG 8/10/2017 10:59 AM KEVIN SULLIVAN

NOT FOR CONSTRUCTION

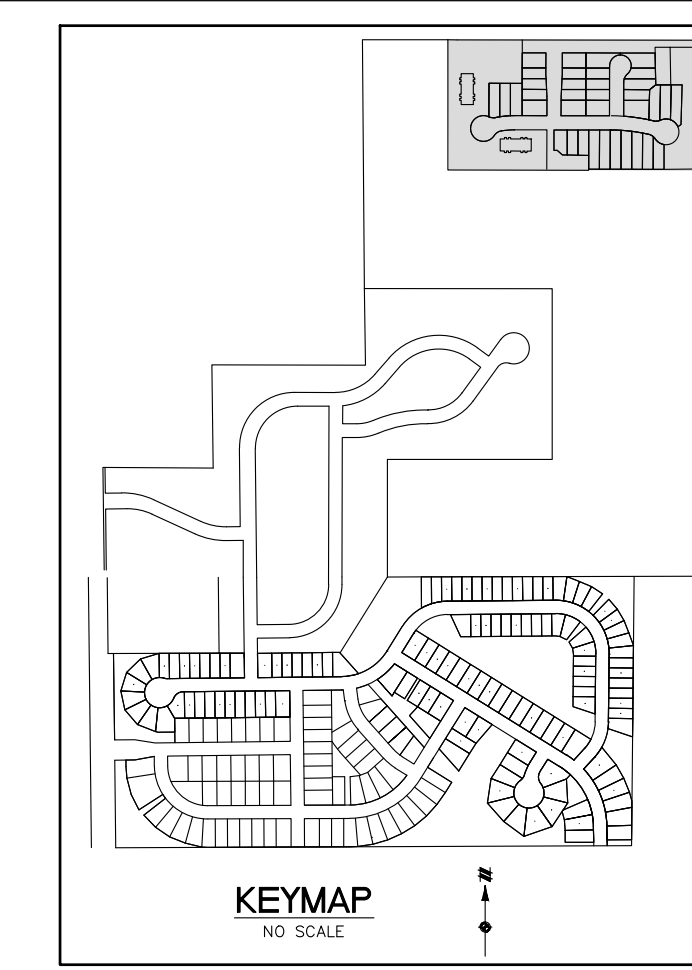
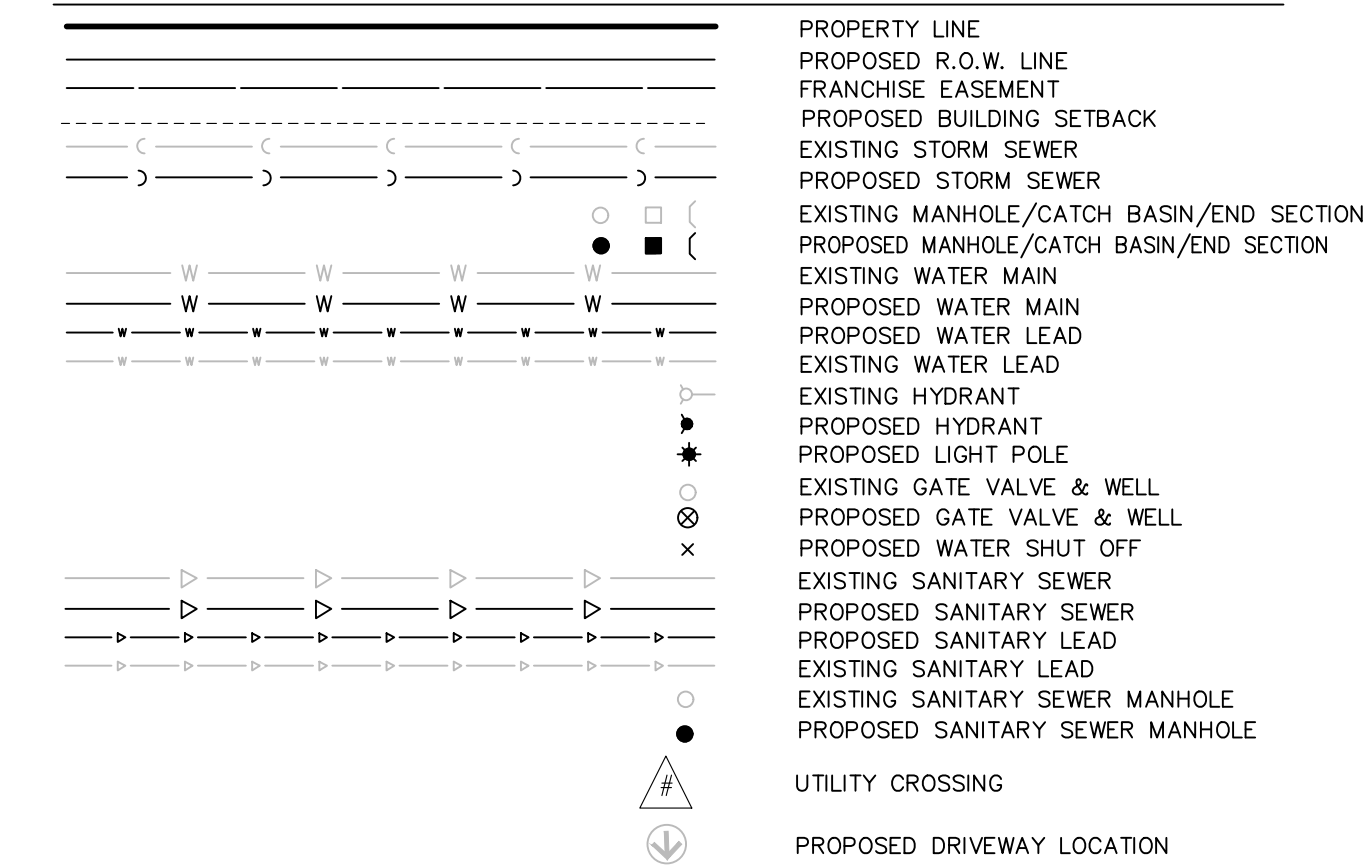
SANITARY SEWER NOTES:

1. ALL TRENCHES UNDER OR WITHIN A 1:1 INFLUENCE OF PAVEMENT TO BE BACK FILLED WITH CLASS 2 SAND COMPACTED TO 95% OF ITS MAXIMUM UNIT DENSITY.
2. ALL SANITARY SEWER TO BE SDR 26 UNLESS OTHERWISE NOTED.
3. IN AREAS WHERE EXISTING SEWERS ARE BEING CONNECTED TO NEW SEWERS, ALL LINES MUST BE TESTED AND TELEVIEWED.
4. INFILTRATION/EXFILTRATION SHALL NOT EXCEED 100 GALLONS PER INCH DIAMETER OF SEWER PIPE PER MILE PER DAY INCLUDING ALL MANHOLES AND APPURTENANCES. THIS SPECIFICATION SHALL TAKE PRECEDENCE OVER YCUA'S CURRENT SPECIFICATION WHICH IS IN THE PROCESS OF BEING REVISED TO THIS STANDARD.
5. SEE TOWNSHIP STANDARD DETAIL SHEETS FOR PIPE MATERIAL AND BEDDING REQUIREMENTS.
6. EXISTING SANITARY LEAD UPPER END ELEVATIONS WERE LIKELY INSTALLED APPROXIMATELY 11 FEET BELOW FINISH GRADE. CONTRACTOR TO VERIFY DEPTH AND INSTALL RISERS AS NECESSARY TO SERVICE THE BUILDINGS.
7. EXISTING SANITARY LEADS NOTED TO BE ABANDONED IN PLACE SHALL BE ABANDONED FROM INSIDE THE SANITARY SEWER USING A CURED-IN-PLACE PIPE (CIPP) SPOT LINER SUCH AS "PIPE PATCH" OR AUTHORITY APPROVED EQUAL.

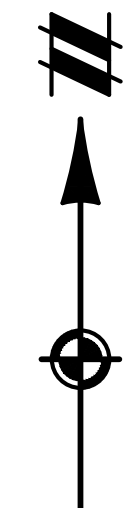
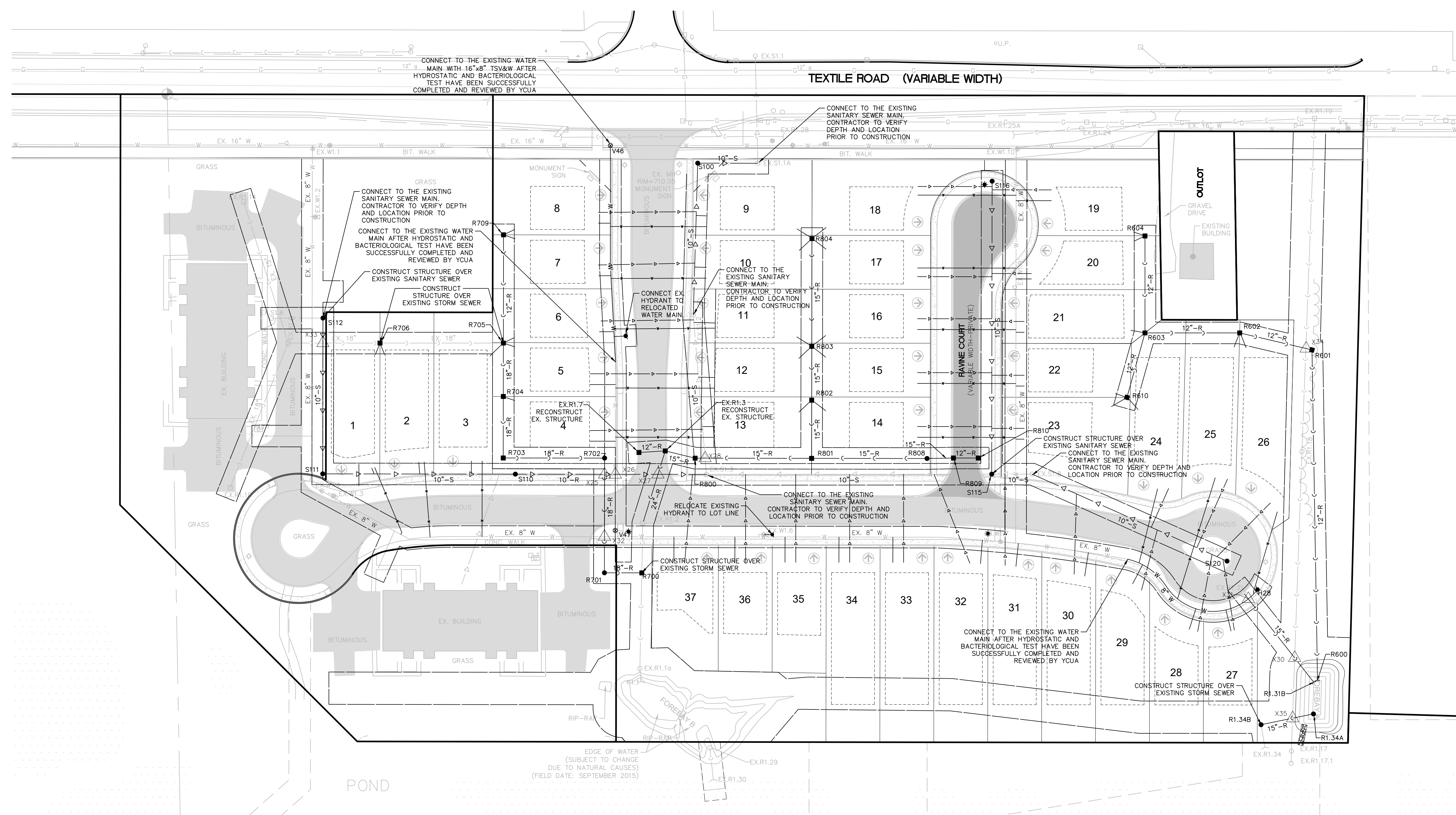
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9. EXISTING WATER LEADS NOTED TO BE ABANDONED IN PLACE SHALL BE DISCONNECTED FROM THE WATER MAIN AT THE CORPORATION STOP WITH THE CORPORATION STOP CLOSED.
10. SEE TOWNSHIP STANDARD DETAIL SHEETS FOR PIPE MATERIAL AND BEDDING REQUIREMENTS.

LEGEND



811
Know what's below.
Call before you dig.
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 AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MUST 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 OF PERSONS ENGAGED IN THE WORK, OR OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.
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SECTION 26
TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT
BLUE MAJESTIC, L.L.C.
MAJESTIC LAKES
PD STAGE II PLANS
UTILITY PLAN

DATE
AUGUST 10, 2017

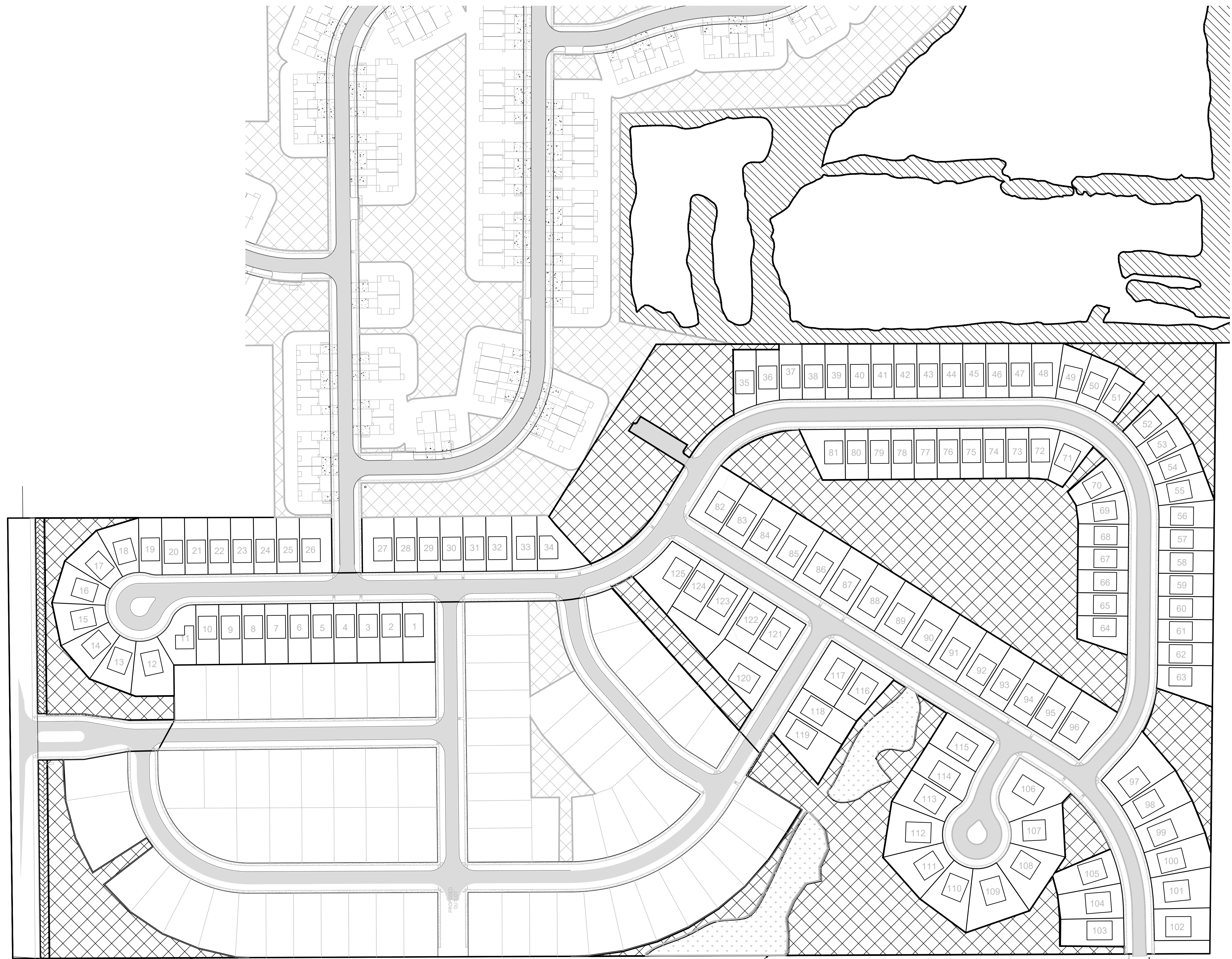
REVISIONS
SCALE: 1" = 50 FEET
DRAWN BY: KWS
CHECKED BY: J. KIME
P.M.: J. ACKERMAN
JOB #: 14000914
FILE CODE: -
SHEET NO. 12

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K:\14000914\DWG\PLAN SET\PD STAGE II - MAJESTIC\14000914PD2-06-LDNG 8/10/2017 10:59 AM KEVIN SULLIVAN

CAD FILE: 14000914PD2-06-LDNG

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LEGEND

	PROPERTY LINE
	PROPOSED CURB AND GUTTER
	PROPOSED SETBACK LINE
	PROPOSED R.O.W. LINE
	PROPOSED PAVEMENT
	PHASE LINE
	OPEN SPACE AREA
	LANDSCAPE BUFFER AREA
	MDEQ - PRESERVATION AREA
	NON-MDEQ PRESERVATION AREA

**MAJESTIC LAKES
SITE DATA**

OPEN SPACE AREA = 14.05 ACRES
 LANDSCAPE BUFFER = 0.39 ACRES

EXISTING NON-REGULATED
WETLANDS (TO BE PRESERVED)

NOT FOR CONSTRUCTION

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SECTION 26	TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP WASHTENAW COUNTY, MICHIGAN
CLIENT	BLUE MAJESTIC, L.L.C. MAJESTIC LAKES PD STAGE II PLANS OPEN SPACE PLAN
DATE	AUGUST 10, 2017
REVISIONS	
SCALE: 1" = 100'	
DRAWN BY: KWS	
CHECKED BY: J. KIME	
P.M.: J. ACKERMAN	
JOB #: 14000914	
FILE CODE: -	
SHEET NO. 13	

CAD FILE: 14000914PD2-07-OS.DWG



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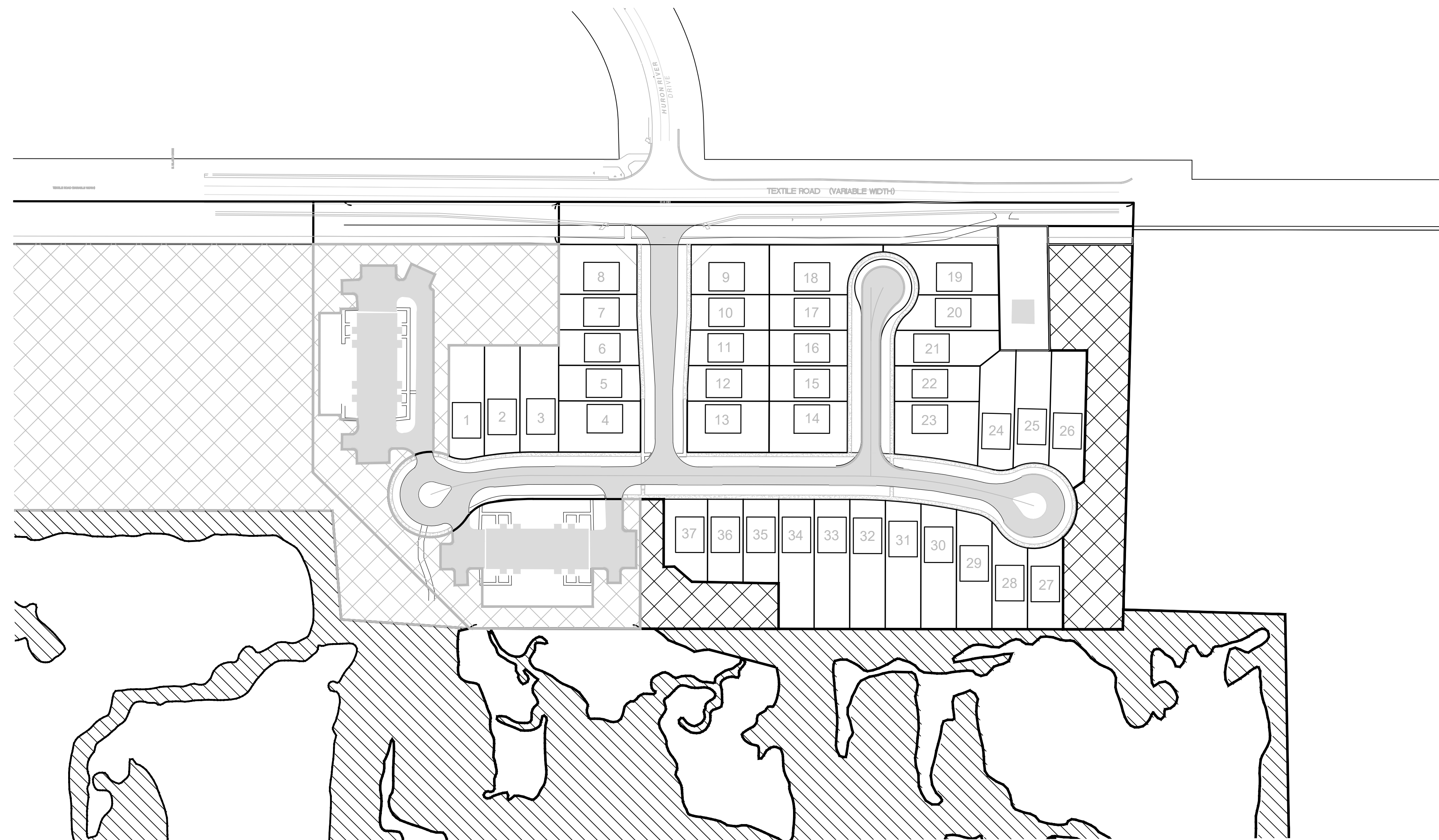
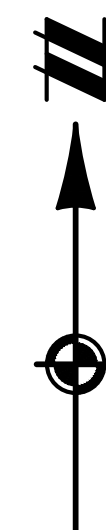
SECTION 26
TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT
BLUE MAJESTIC, L.L.C.
MAJESTIC LAKES
PD STAGE II PLANS
OPEN SPACE PLAN

DATE
AUGUST 10, 2017

REVISIONS
0 50 100
SCALE: 1" = 100'

DRAWN BY: KWS
CHECKED BY: J. KIME
P.M.: J. ACKERMAN
JOB #: 14000914
FILE CODE: -
SHEET NO. 14



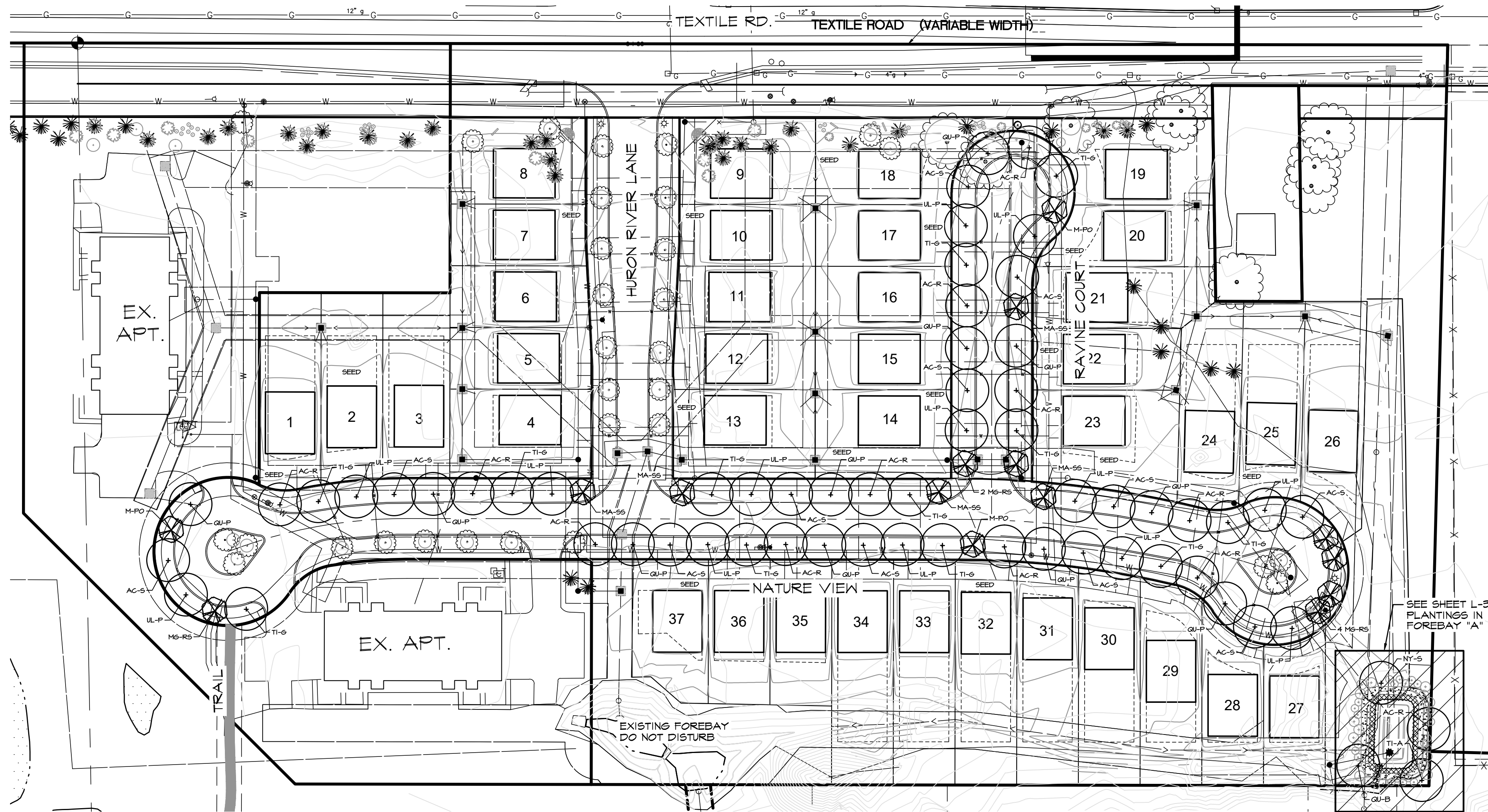
- LEGEND**
- ===== PROPERTY LINE
 - ===== PROPOSED CURB AND GUTTER
 - ===== PROPOSED SETBACK LINE
 - ===== PROPOSED R.O.W. LINE
 - ===== PROPOSED PAVEMENT
 - ===== PHASE LINE
 - ===== OPEN SPACE AREA
 - ===== LANDSCAPE BUFFER AREA
 - ===== MDEQ - PRESERVATION AREA
 - ===== NON-MDEQ PRESERVATION AREA

THE PONDS SITE DATA
OPEN SPACE AREA = 143 ACRES

NOT FOR CONSTRUCTION

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CAD FILE: 14000914PD2-07-OS.DWG



LANDSCAPE PLAN - NORTH
SCALE: 1"=60'

NORTH SITE PLANT MATERIAL LIST

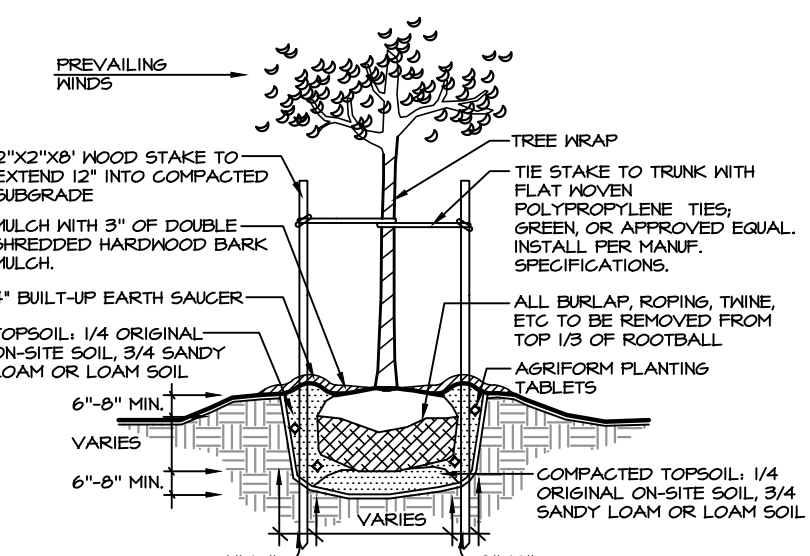
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
12	AC-R	ACER RUBRUM 'RED SUNSET'	RED SUNSET MAPLE	2-1/2" CAL.	B4B
11	AC-S	ACER SACCHARUM 'GREEN MOUNTAIN'	GREEN MOUNTAIN SUGAR MAPLE	2-1/2" CAL.	B4B
3	M-PO	MAGLURA POMIFERA 'WHITESHIELD'	WHITESHIELD OSAGE ORANGE	2" CAL.	B4B, FRUITLESS
5	MA-SS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	2" CAL.	B4B, FRUITLESS
7	MG-RS	MAGNOLIA S. 'ROYAL STAR'	ROYAL STAR MAGNOLIA	8-10' HT	B4B, MULTI-STEM
1	NY-S	NYSSA SYLVATICA	BLACKGUM	2-1/2" CAL.	B4B
1	QU-B	QUERCUS BICOLOR	SWAMP WHITE OAK	2-1/2" CAL.	B4B
11	QU-P	QUERCUS PALUSTRIS	PIN OAK	2-1/2" CAL.	B4B
1	TI-A	TILIA AMERICANA	BASSWOOD	2-1/2" CAL.	B4B
12	TI-G	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LINDEN	2-1/2" CAL.	B4B
13	UL-P	ULMUS X 'PATRIOT'	PATRIOT ELM	2-1/2" CAL.	B4B

NOTE: 1. PLANTS MAY NOT BE INSTALLED CLOSER THAN FOUR FEET (4') FROM FENCE AND/OR PROPERTY LINE.
2. PLANTS MAY NOT BE INSTALLED CLOSER THAN FOUR FEET (4') FROM UTILITY LINE, OR SERVICE LINES.

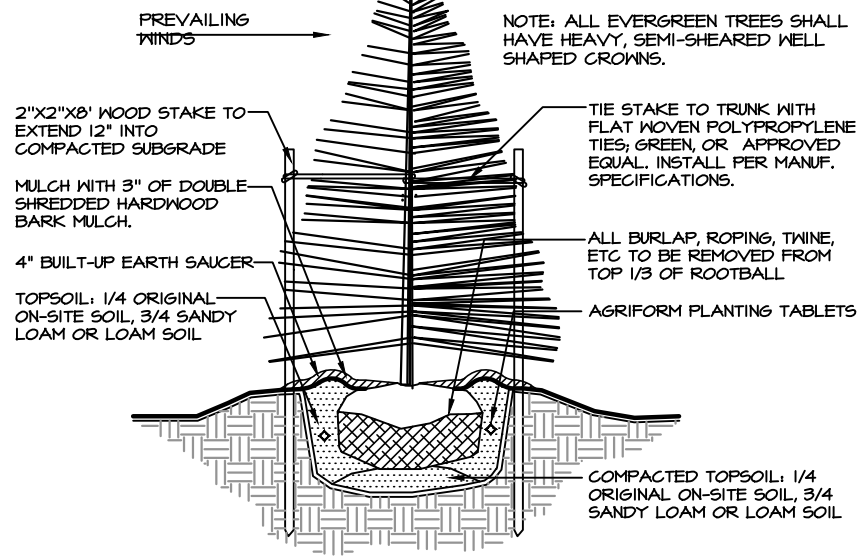
WEST SITE PLANT MATERIAL LIST

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
12	AC-R	ACER RUBRUM 'RED SUNSET'	RED SUNSET MAPLE	2-1/2" CAL.	B4B
11	AC-S	ACER SACCHARUM 'GREEN MOUNTAIN'	GREEN MOUNTAIN SUGAR MAPLE	2-1/2" CAL.	B4B
1	M-PO	MAGLURA POMIFERA 'WHITESHIELD'	WHITESHIELD OSAGE ORANGE	2" CAL.	B4B, FRUITLESS
5	MA-SS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	2" CAL.	B4B, FRUITLESS
2	MG-RS	MAGNOLIA S. 'ROYAL STAR'	ROYAL STAR MAGNOLIA	8-10' HT	B4B, MULTI-STEM
11	QU-P	QUERCUS PALUSTRIS	PIN OAK	2-1/2" CAL.	B4B
12	TI-G	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LINDEN	2-1/2" CAL.	B4B
8	UL-P	ULMUS X 'PATRIOT'	PATRIOT ELM	2-1/2" CAL.	B4B

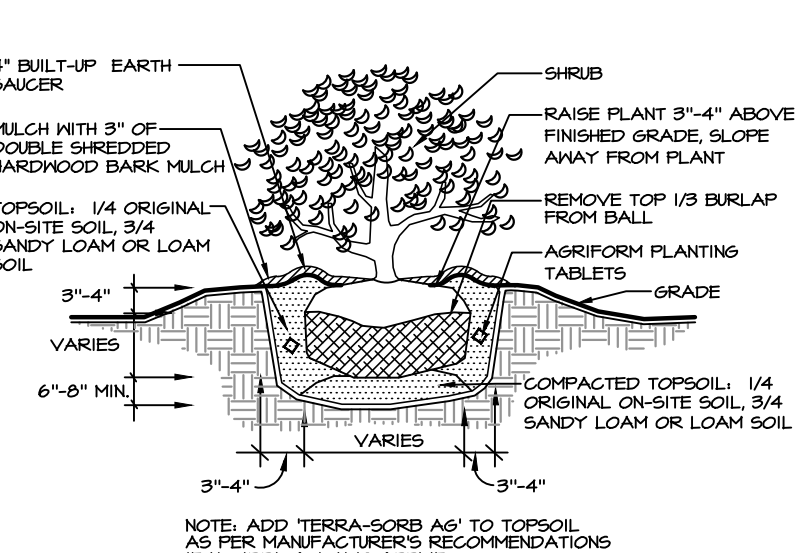
NOTE: 1. PLANTS MAY NOT BE INSTALLED CLOSER THAN FOUR FEET (4') FROM FENCE AND/OR PROPERTY LINE.
2. PLANTS MAY NOT BE INSTALLED CLOSER THAN FOUR FEET (4') FROM UTILITY LINE, OR SERVICE LINES.



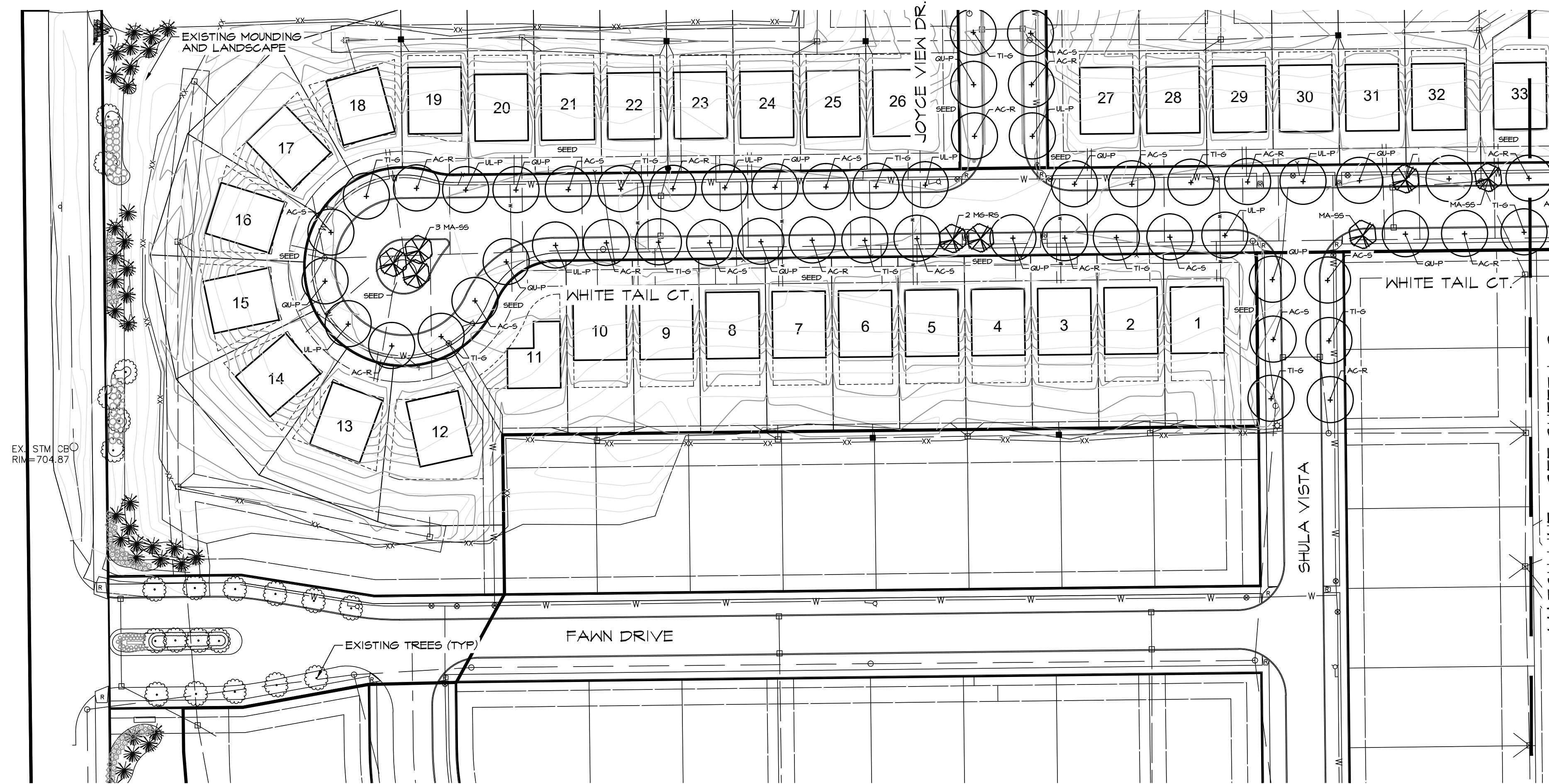
1 TREE PLANTING
L-1 NOT TO SCALE



3 EVERGREEN PLANTING
L-1 NOT TO SCALE



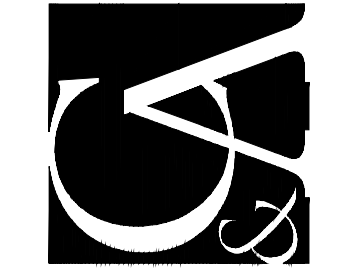
2 SHRUB PLANTING
L-1 NOT TO SCALE



LANDSCAPE PLAN - WEST
SCALE: 1"=60'



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440-247-7003/fax 440-247-7143



LANDSCAPE PLAN
MAJESTIC LAKES

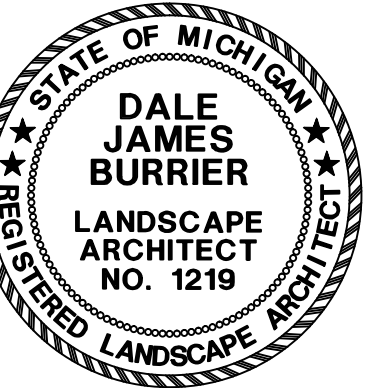
Ypsilanti Twp., MI
SR Jacobson Companies
32400 Telegraph Road, Suite 100 Bingham Farms, MI 48025

Date	Notes
03-24-17	DRWN
04-25-17	ISSUED

Job No: 14057
File: final landscape.dwg

L-1

Sheet 1 of 4
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LANDSCAPE PLAN

MAJESTIC LAKES

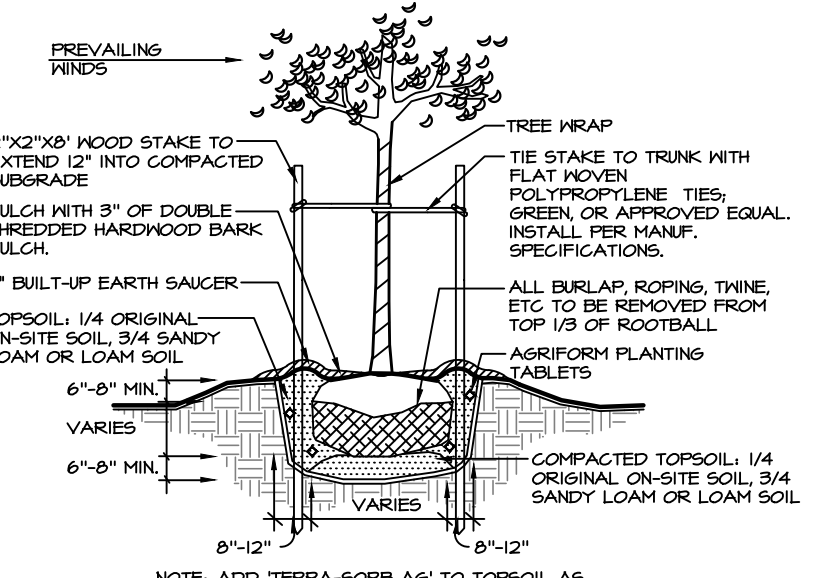
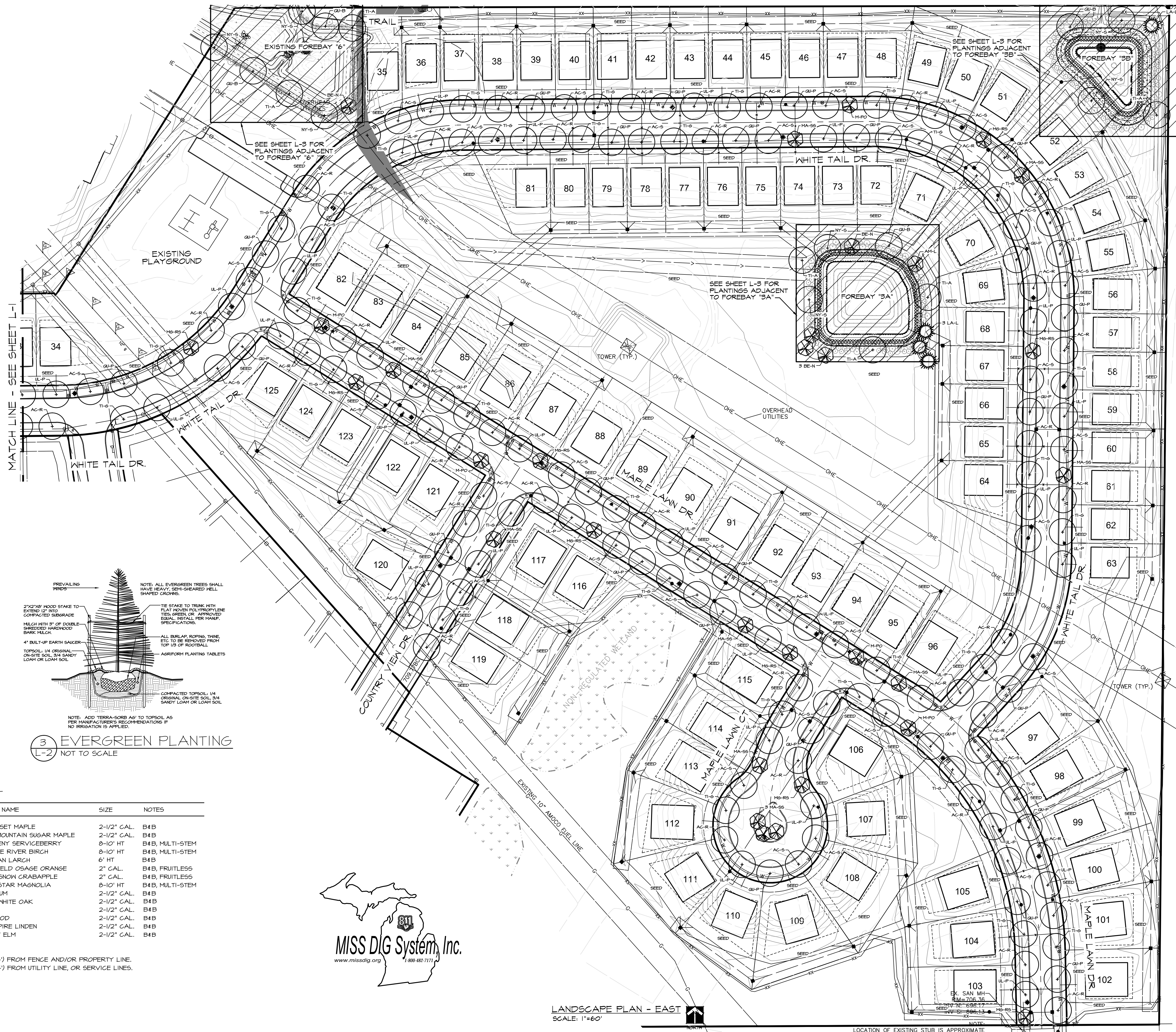
Ypsilanti Twp., MI
SR Jacobson Companies
32400 Telegraph Road, Suite 100 Bingham Farms, MI 48025

Date	Notes
03-24-17	DRWN
04-26-17	ISSUED
07-03-17	REV'D LOTS

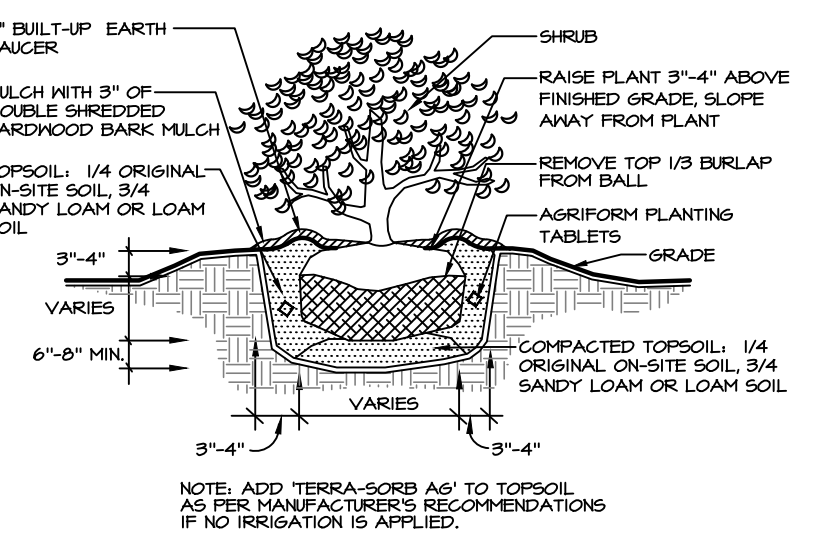
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File: final landscape.dwg

L-2

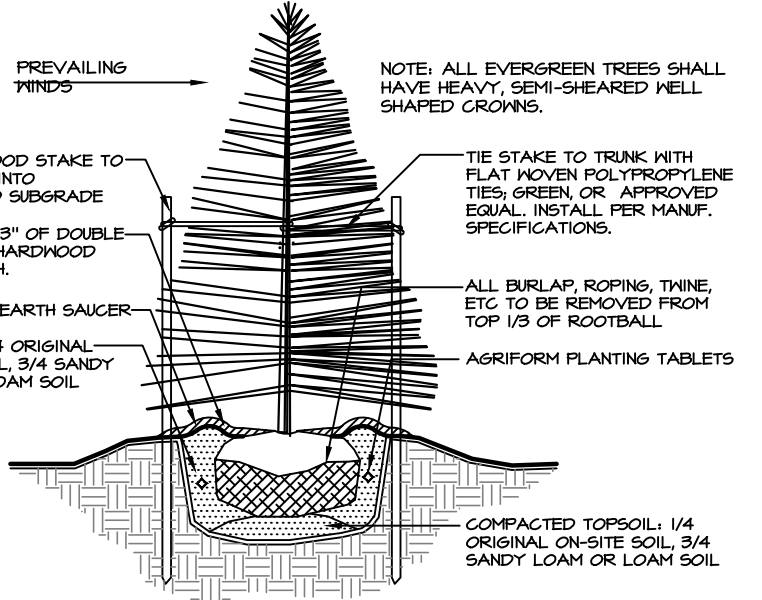
Sheet 2 of 4
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1 TREE PLANTING
L-2 NOT TO SCALE



2 SHRUB PLANTING
L-2 NOT TO SCALE



3 EVERGREEN PLANTING
L-2 NOT TO SCALE

NORTH SITE PLANT MATERIAL LIST

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
35	AC-R	ACER RUBRUM 'RED SUNSET'	RED SUNSET MAPLE	2-1/2" CAL.	B4B
36	AC-S	ACER SACCHARUM 'GREEN MOUNTAIN'	GREEN MOUNTAIN SUGAR MAPLE	2-1/2" CAL.	B4B
1	AM-L	AMELANCHIER LAEVIS	ALLEGHENY SERVICEBERRY	8-10' HT	B4B, MULTI-STEM
6	BE-N	BETULA NIGRA 'HERITAGE'	HERITAGE RIVER BIRCH	8-10' HT	B4B, MULTI-STEM
4	LA-L	LARIX LARICINATA	AMERICAN LARCH	6' HT	B4B
5	M-PO	MACLURA POMIFERA 'WHITESHIELD'	WHITESHIELD OSAGE ORANGE	2" CAL.	B4B, FRUITLESS
11	MA-SS	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE	2" CAL.	B4B, FRUITLESS
4	MG-RS	MAGNOLIA S. 'ROYAL STAR'	ROYAL STAR MAGNOLIA	8-10' HT	B4B, MULTI-STEM
6	NY-S	NYSSA SYLVATICA	BLACKGUM	2-1/2" CAL.	B4B
4	QU-B	QUERCUS BICOLOR	SWAMP WHITE OAK	2-1/2" CAL.	B4B
27	QU-P	QUERCUS PALUSTRIS	PIN OAK	2-1/2" CAL.	B4B
6	TI-A	TILIA AMERICANA	BASSWOOD	2-1/2" CAL.	B4B
36	TI-G	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LINDEN	2-1/2" CAL.	B4B
34	UL-P	ULMUS X 'PATRIOT'	PATRIOT ELM	2-1/2" CAL.	B4B

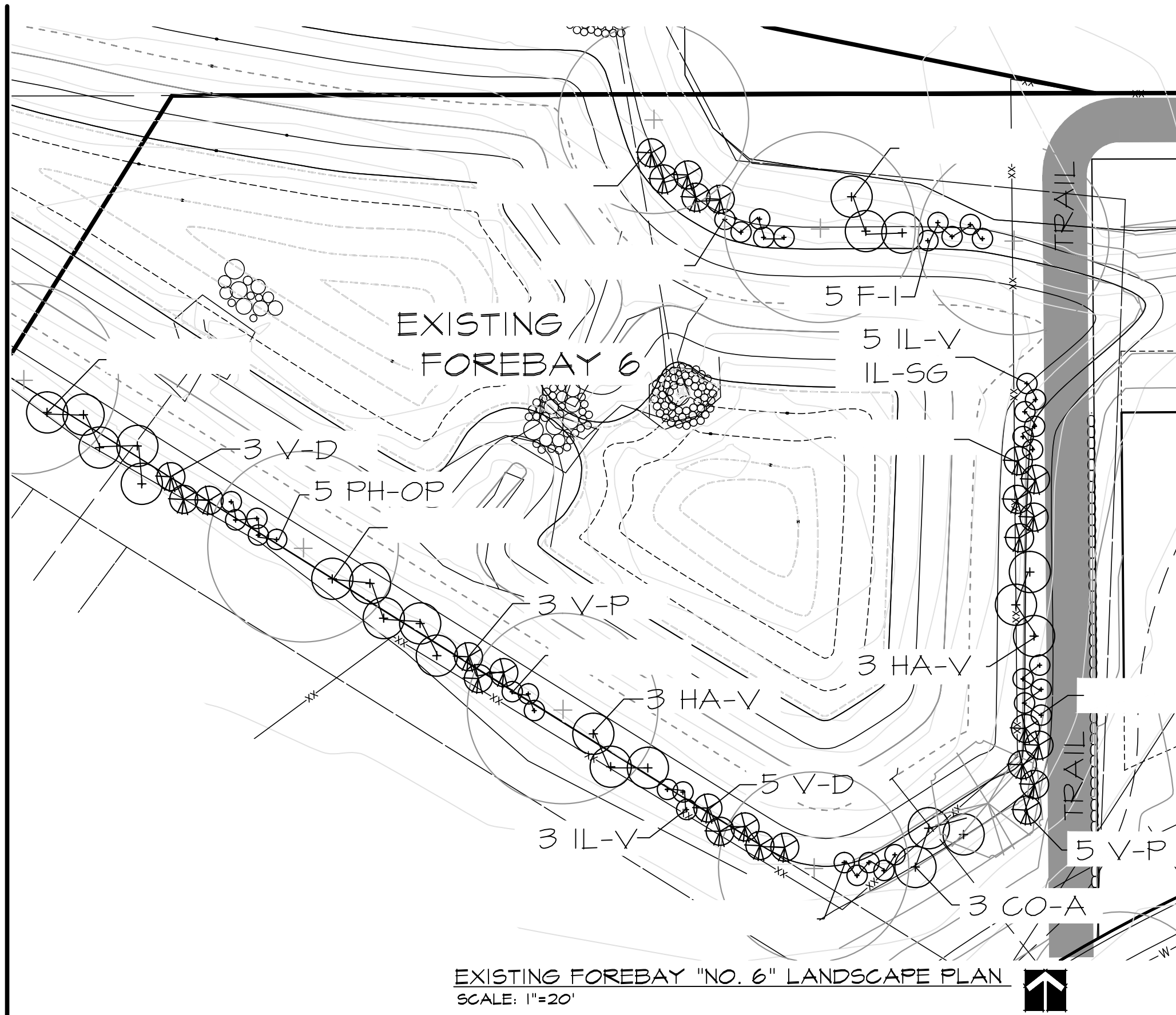
NOTE: 1. PLANTS MAY NOT BE INSTALLED CLOSER THAN FOUR FEET (4') FROM FENCE AND/OR PROPERTY LINE.
2. PLANTS MAY NOT BE INSTALLED CLOSER THAN FOUR FEET (4') FROM UTILITY LINE, OR SERVICE LINES.



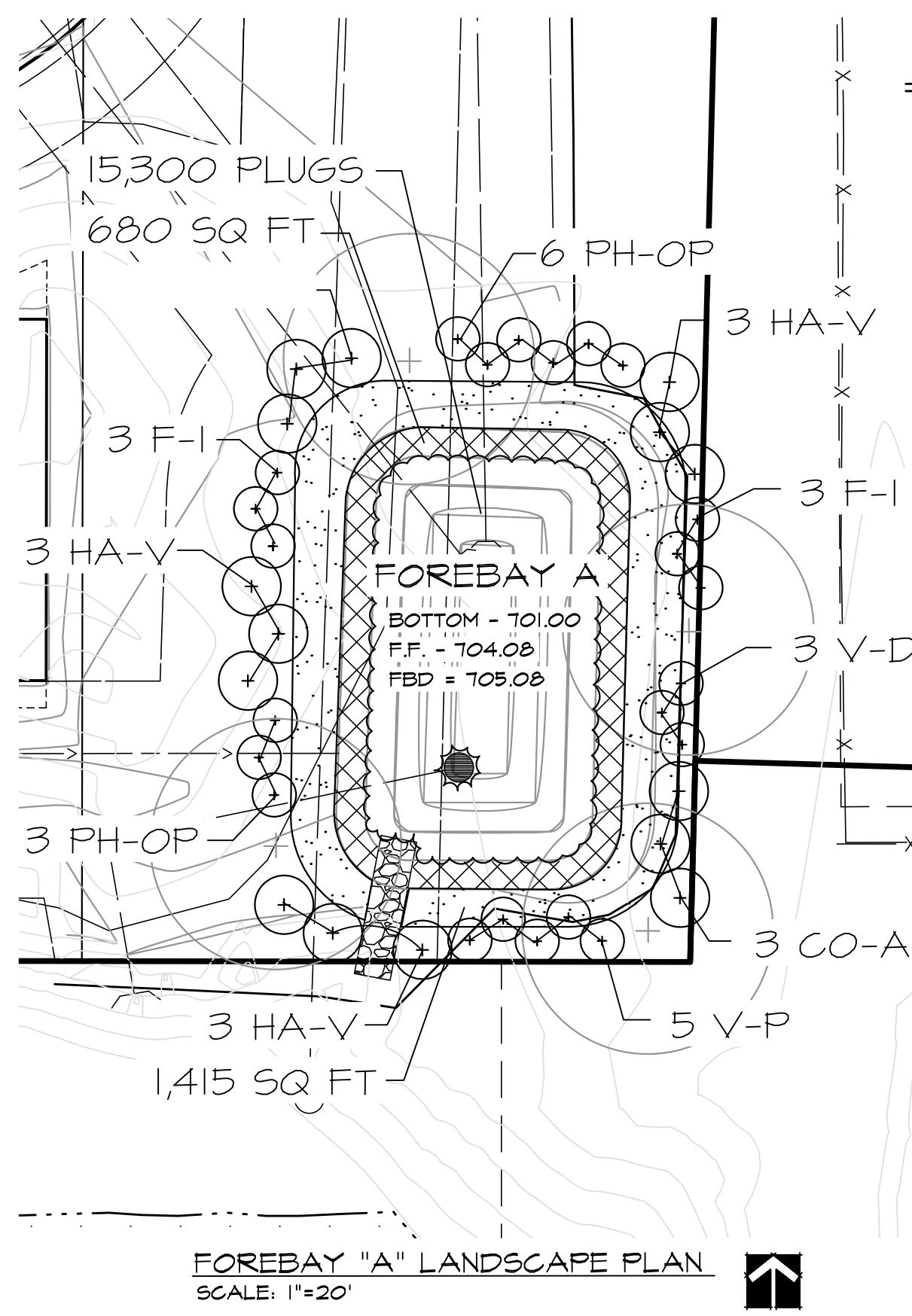
LANDSCAPE PLAN - EAST
SCALE: 1"=60'

LOCATION OF EXISTING STUB IS APPROXIMATE

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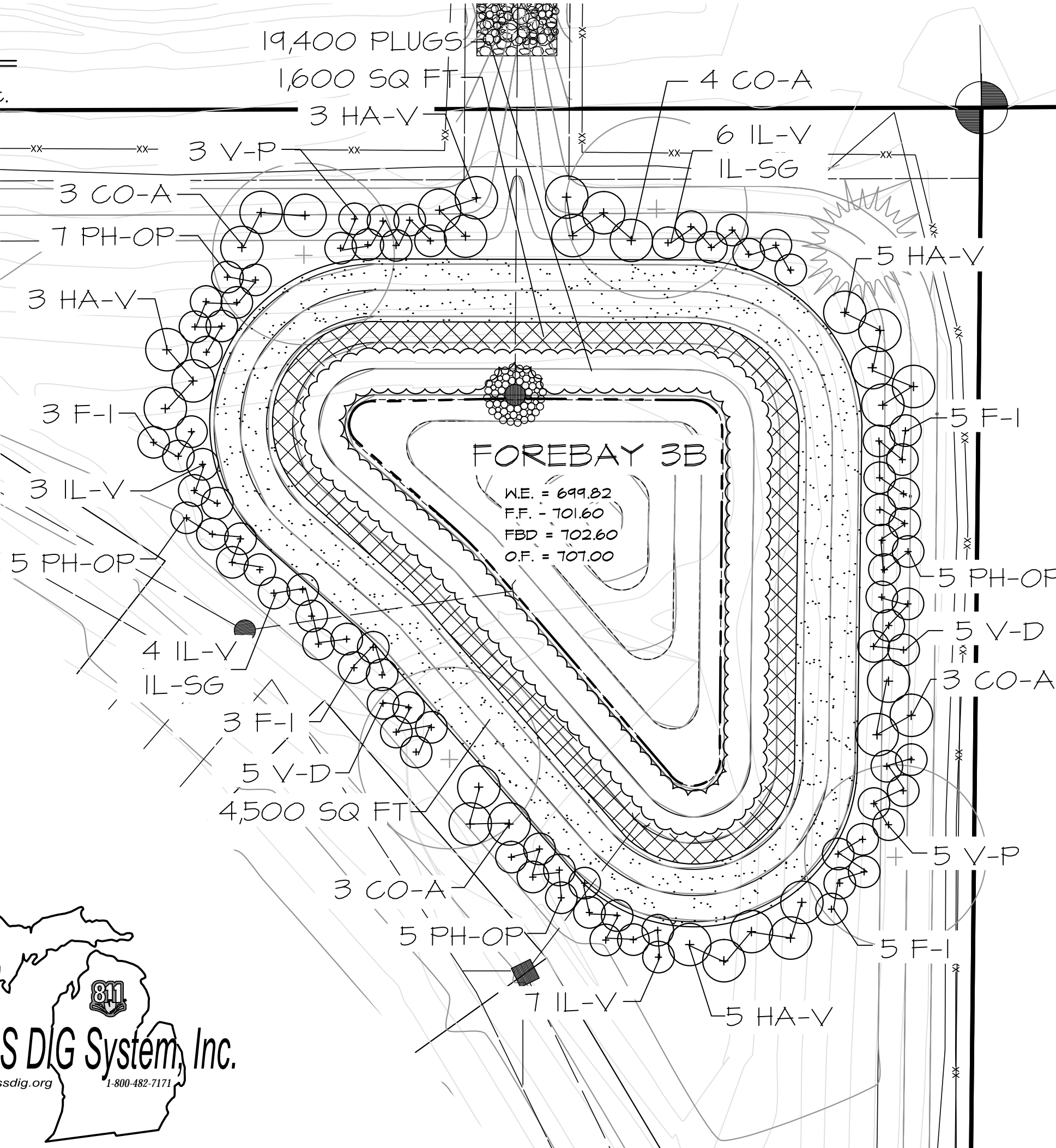
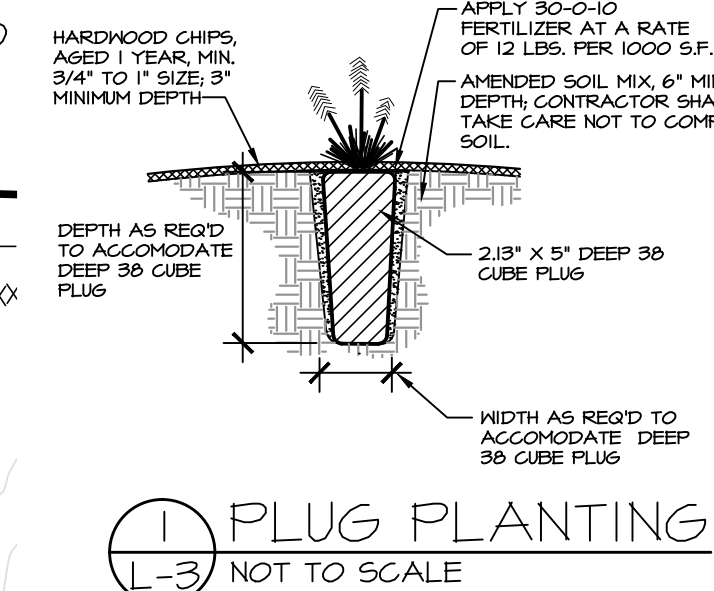
EXISTING FOREBAY "NO. 6" LANDSCAPE PLAN
SCALE: 1"=20'



FOREBAY "A" LANDSCAPE PLAN
SCALE: 1"=20'

FOREBAY SEED MIX INDEX

- DETENTION BASIN PLUGS GROWN FROM SEED MIX - PLUGS INSTALLED AT 4" O.C.
 - POND ZONE, NATURAL BASIN PLUGS:
 - FORB 16.53%
 - GRASS/GRASS-LIKE 80.45%
 - SHRUB 2.52%
 - EDGE ZONE, EDGE ZONE VISIBILITY MIX:
 - FORB 95.21%
 - GRASS/GRASS-LIKE 46.74%
 - UPLAND ZONE, NATURAL BASIN UPLAND MIX:
 - FORB 54.35%
 - GRASS/GRASS-LIKE 45.61%



FOREBAY "3B" LANDSCAPE PLAN
SCALE: 1"=20'



Natural Basin Upland Mix		Recommended Seeding Rates		Item Code	CTNB01
Hydro Seeded / Broadcast	Drilled				
10.0 pounds / acre	10.0 pounds / acre				
0.23 seeds / 1000 sq. ft.	84 seeds / sq. ft.				
52 seeds / sq. ft.					
Category	% by Weight	% by Seed	Species Name	Common Name	%
Forb	25.00%	54.33%	Elymus canadensis	Nodding Wild Rye	31.25%
Grass/Grasslike	75.00%	45.67%	Schizachyrium scoparium	Little Bluestem	18.75%
			Bouteloua curtipendula	Side-oats Grama	12.50%
			Oxanthera fasciculata	Furnace Grass	9.38%
			Panicum virgatum	Switch Grass	6.25%
			Andropogon gerardi	Big Bluestem	6.25%
			Hilopsis helianthoides	Di Eye Sunflower	4.69%
			Eryngium yuccifolium	Rattlesnake Master	3.12%
			Moronea fistulosa	Wild Bergamot	1.88%
			Rubus odoratus	Black-eyed Susan	1.56%
			Coneopogon leptocarpus	Tall Coneopsis	0.94%
			Lespedeza capitata	Round-headed Bushclover	0.94%
			Asclepias tuberosa	Butterfly Weed	0.63%
			Aster novae-angliae	New England Aster	0.63%
			Tradescantia ohiensis	Ohio Spiderwort	0.63%
			Veronicastrum virginicum	Culver's Root	0.31%
			Aster erodes	Heath Aster	0.31%

Edge Zone High Visibility and Natural		Recommended Seeding Rates		Item Code	CTBEZ01
Hydro Seeded / Broadcast	Drilled				
8.0 pounds / acre	8.0 pounds / acre				
0.18 seeds / 1000 sq. ft.	134 seeds / sq. ft.				
134 seeds / sq. ft.					
Category	% by Weight	% by Seed	Species Name	Common Name	%
Forb	49.38%	53.21%	Elymus canadensis	Nodding Wild Rye	32.81%
Grass/Grasslike	50.62%	46.79%	Iris virginica strava	Southern Blue Flag	12.50%
			Polygonum persyranicum	Pinkweed/Smartweed	7.81%
			Carex vulpocarpa	Brown Fox Sedge	6.25%
			Asplenium alternifolium	Wingspore	6.25%
			Asclepias incarnata	Rose Milkweed	6.25%
			Rudbeckia laciniata	Green-headed Coneflower	6.25%
			Verbena hastata	Blue Verena	4.69%
			Scirpus atrovirens	Dark Green Bulrush	4.69%
			Veronica fasciculata	Western Ironweed	3.12%
			Carex laspa	Shallow/Land Sedge	3.12%
			Echinochloa crus-galli	Barnyard Grass	3.12%
			Helianthus autumnalis	Sneezeweed/Helen's Flower	0.94%
			Juncus effusus	Common Rush	0.63%
			Ludwigia alternifolia	Seedbox	0.31%
			Mimulus ringens	Monkey Flower	0.31%

Pond Zone		Recommended Seeding Rates		Item Code	CTBPZ01
Hydro Seeded / Broadcast	Drilled				
43.8 pounds / acre	0.0 pounds / acre				
1.00 pounds / 1000 sq. ft.	0.0 seeds / sq. ft.				
104 seeds / sq. ft.					
Category	% by Weight	% by Seed	Species Name	Common Name	%
Forb	24.44%	16.53%	Avena sativa	Oats	51.56%
Grass/Grasslike	74.33%	80.55%	Peltandra virginica	Arrow Arum	14.56%
Shrub	1.22%	2.52%	Lolium multiflorum	Annual Ryegrass	14.09%
			Broadleaf Bur-Reed		6.44%
			Spergularia eurycarpum	Southern Blue Flag	4.83%
			Iris virginica shrub	Crimson-eyed Rose Mallow	2.15%
			Hibiscus moscheutos	Swamp Loosestrife	1.63%
			Desmodium illinoense	Common Arrowhead	1.22%
			Scirpus acutus	Hard-stemmed Bulrush	1.61%
			Cephalanthus occidentalis	Butterbush	1.22%
			Acropus americanus	Sweetflag	0.73%
			Scirpus atrovirens	Dark Green Bulrush	0.54%
			Sagittaria latifolia	Common Arrowhead	0.54%
			Scirpus spicatus	Woodsgrass	0.11%

- GENERAL NOTES**
- BASIN PLUGS SHALL BE INSTALLED AT 4" ON-CENTER (O.C.) AND SHALL BE PLANTED BETWEEN WATER ELEVATION AND FIRST FLUSH ELEVATION.
 - SEE ENGINEER'S SHIFPP SHEETS FOR EROSION CONTROL SPECIFICATIONS.
 - THE AUTHORIZED LANDSCAPE MATERIAL INSPECTOR FOR KCMRG SHALL BE PRESENT FOR ANY STORMWATER DETENTION BASIN PLANT MATERIAL AND SEED DELIVERY. NOTIFY KCMRG 48 HOURS PRIOR TO ANY BASIN PLANT MATERIAL OR SEED DELIVERY. CONTACT CATTIE HYTECHAK AT 734-222-6813, OR htyechak@washtenaw.org, TO SCHEDULE AN INSPECTION.
 - AMENDED SOIL SHALL BE INSTALLED WITHIN ALL SEED OR PLUGGED ZONES, AS SHOWN ON THIS STORMWATER BASIN PLANTING PLAN. AMENDED SOIL DEPTH SHALL BE 6" MINIMUM IN ALL OF THE BASIN PLANTING AREAS. AMENDED SOIL SHALL BE KURTZ BROTHERS HYDRO CLEAR BIORETENTION SOIL MIX, AS PRODUCED BY KURTZ BROTHERS, 216-486-7000, www.kurtz-bros.com.
 - SEEDINGS SHALL BE INSTALLED DURING SPRING, OR WINTER MONTHS.
 - COVER CROP FOR ALL BASIN AND WETLAND EDGE SEEDING SHALL BE 40 POUNDS PER ACRE OF ANNUAL RYE.
 - THE BASIN SEED PLANTING ZONES SHALL BE ROTATED TO A DEPTH OF 6", AND SUPPLEMENTED WITH AMENDED SOIL MIX.
 - ALL SEEDING BASIN AREAS SHALL BE PROPERLY STABILIZED WITH A MULCH BLANKET, AND BE SECURED IN-PLACE WITH WOODEN FEGS.
 - A BARRIER/MILDLIFE DETERRING FENCE SHALL BE REQUIRED FOR A PERIOD OF ONE YEAR, TO PROTECT THE PLANTINGS AND PREVENT REGULAR MOWING.
 - SIGNS SHALL BE POSTED AROUND THE BASINS INDICATING THAT THEY ARE NO-MOW ZONES.

- GENERAL NATIVE SEEDING MAINTENANCE NOTES**
- DURING THE FIRST GROWING SEASON, THE NATIVE SEEDING AREAS SHOULD BE MOWED TWO TO FOUR TIMES, TO A HEIGHT OF APPROXIMATELY 8", WHEN THE GROWTH HAS REACHED A HEIGHT OF ABOUT 12". IF A MOWER CANNOT BE SET TO THE APPROPRIATE HEIGHT, A FLAIL MOWER OR BRUSH HOG MAY BE USED. IF A STRING TRIMMER IS USED, ALL THATCH MUST BE RAKED-OFF AND BE REMOVED FROM THE SITE. DO NOT REMOVE MORE THAN 30% OF THE PLANT IN ONE MOWING EVENT.
 - SELECTIVE HERBICIDE APPLICATIONS, OR HAND-PULLING, MAY BE REQUIRED TO CONTROL UNWANTED WEED POPULATIONS. HAND-PULLED MATERIAL SHALL BE REMOVED FROM THE SITE.
 - DURING THE SECOND GROWING SEASON, THE NATIVE SEEDING AREAS SHOULD BE MOWED A FEW TIMES TO A HEIGHT OF APPROXIMATELY 8", WHEN THE GROWTH HAS REACHED A HEIGHT OF ABOUT 12". NOTES #1 AND #2, ABOVE, APPLY.
 - BY THE END OF THE SECOND GROWING SEASON, IT SHOULD BE EVIDENT IF AREAS NEED TO BE RE-SEEDING. RE-SEED OR OVERSEED AS NEEDED.
 - LONG-TERM MANAGEMENT OF THE NATIVE SEEDING AREAS MAY INCLUDE PRESCRIBED BURNING, MOWING, HAND-PULLING, AND SELECTIVE HERBICIDE APPLICATIONS. IF BURNING IS NOT FEASIBLE, THE PLANTING MAY BE MOWED TO A SHORT HEIGHT (NO SHORTER THAN 8"), NOR MORE THAN 30% OF THE PLANT REMOVED) AND THE CLIPPINGS REMOVED. THIS SHOULD BE DONE IN EARLY SPRING, BEFORE GROUND-NESTING BIRDS BEGIN NESTING.

PLANT MATERIAL LIST: FOREBAY NO. 6

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
11	CO-A	CORNUS AMOMIUM	SILKY DOGWOOD	24"	B4B
11	HA-V	HAMAMELIS VIRGINIANA	COMMON WITCHHAZEL	24"	B4B
13	F-I	FORSYTHIA I. 'LYNKWOOD GOLD'	LYNKWOOD GOLD FORSYTHIA	24"	B4B
8	IL-V	ILEX VERTICILLATA	WINTERBERRY	30"	B4B
1	IL-SG	ILEX V. 'SOUTHERN GENTLEMAN'	SOUTHERN GENTLEMAN WINTERBERRY	30"	B4B
15	PH-OP	PHYSCARPUS ORULIFOLIUS	COMMON NINEBARK	24"	#3 CONT.
13	V-D	VIURNUM DENTATUM	ARROWWOOD VIBURNUM	30"	B4B
13	V-P	VIURNUM PRINIFOLIUM	BLACKHAW VIBURNUM	30"	B4B

PLANT MATERIAL LIST: FOREBAY A

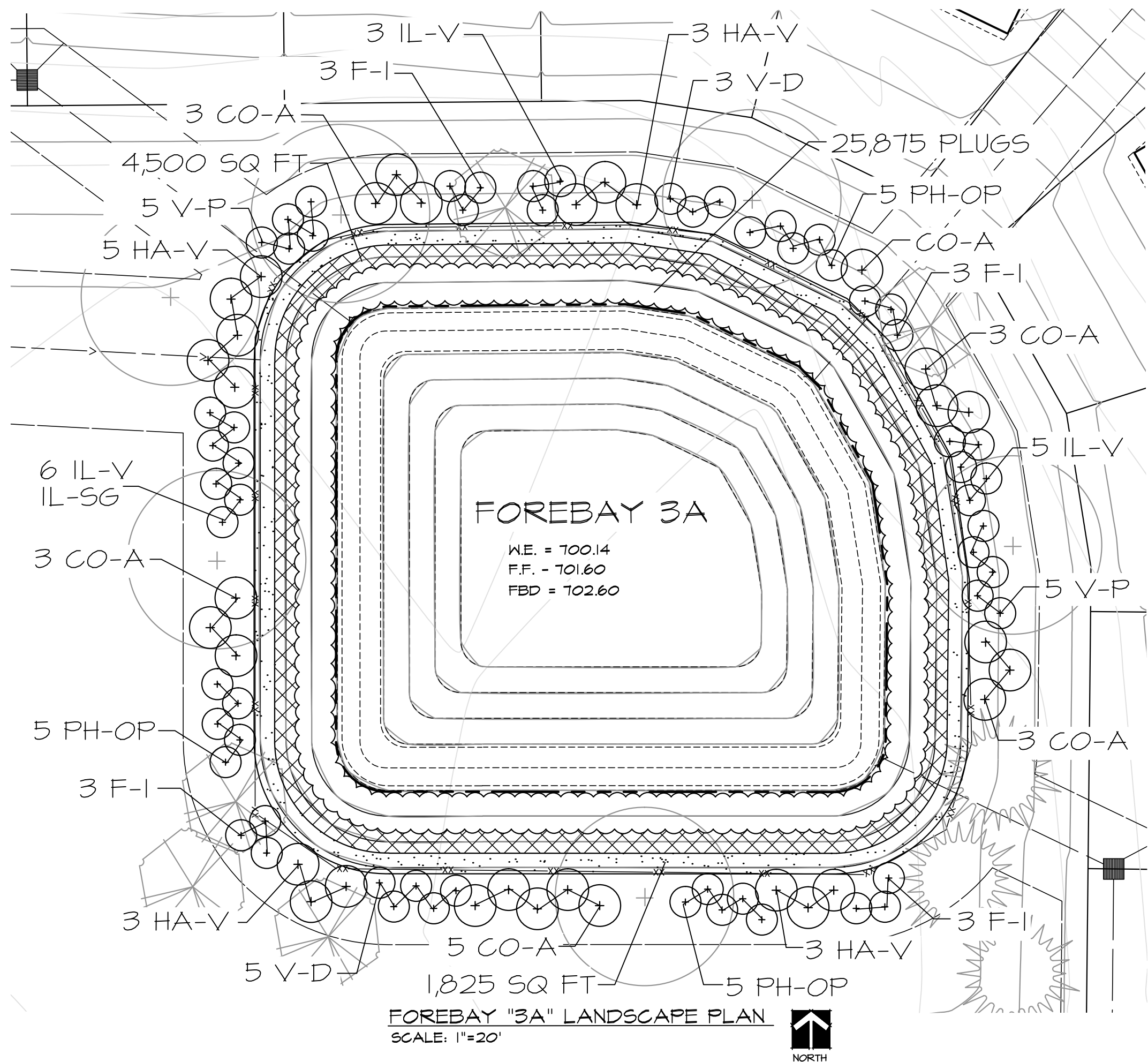
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
6	CO-A	CORNUS AMOMIUM	SILKY DOGWOOD	24"	B4B
8	HA-V	HAMAMELIS VIRGINIANA	COMMON WITCHHAZEL	24"	B4B
12	F-I	FORSYTHIA I. 'LYNKWOOD GOLD'	LYNKWOOD GOLD FORSYTHIA	24"	B4B
4	PH-OP	PHYSCARPUS ORULIFOLIUS	COMMON NINEBARK	24"	#3 CONT.
3	V-D	VIURNUM DENTATUM	ARROWWOOD VIBURNUM	30"	B4B
3	V-P	VIURNUM PRINIFOLIUM	BLACKHAW VIBURNUM	30"	B4B

PLANT MATERIAL LIST: FOREBAY 3A

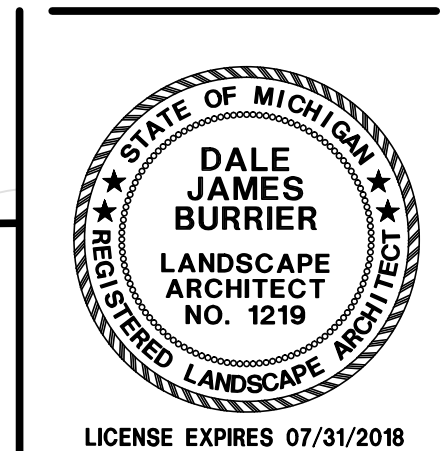
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
13	CO-A	CORNUS AMOMIUM	SILKY DOGWOOD	24"	B4B
14	HA-V	HAMAMELIS VIRGINIANA	COMMON WITCHHAZEL	24"	B4B
12	F-I	FORSYTHIA I. 'LYNKWOOD GOLD'	LYNKWOOD GOLD FORSYTHIA	24"	B4B
14	IL-V	ILEX VERTICILLATA	WINTERBERRY	30"	B4B
1	IL-SG	ILEX V. 'SOUTHERN GENTLEMAN'	SOUTHERN GENTLEMAN WINTERBERRY	30"	B4B
15	PH-OP	PHYSCARPUS ORULIFOLIUS	COMMON NINEBARK	24"	#3 CONT.
10	V-D	VIURNUM DENTATUM	ARROWWOOD VIBURNUM	30"	B4B
10	V-P	VIURNUM PRINIFOLIUM	BLACKHAW VIBURNUM	30"	B4B

PLANT MATERIAL LIST: FOREBAY 3B

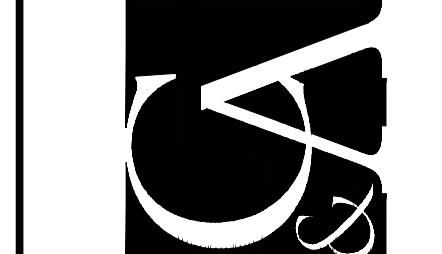
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
13	CO-A	CORNUS AMOMIUM	SILKY DOGWOOD	24"	B4B
16	HA-V	HAMAMELIS VIRGINIANA	COMMON WITCHHAZEL	24"	B4B
16	F-I	FORSYTHIA I. 'LYNKWOOD GOLD'	LYNKWOOD GOLD FORSYTHIA	24"	B4B
20	IL-V	ILEX VERTICILLATA	WINTERBERRY	30"	B4B
2	IL-SG	ILEX V. 'SOUTHERN GENTLEMAN'	SOUTHERN GENTLEMAN WINTERBERRY	30"	B4B
22	PH-OP	PHYSCARPUS ORULIFOLIUS	COMMON NINEBARK	24"	#3 CONT.
10	V-D	VIURNUM DENTATUM	ARROWWOOD VIBURNUM	30"	B4B
8	V-P	VIURNUM PRINIFOLIUM	BLACKHAW VIBURNUM	30"	B4B



FOREBAY "3A" LANDSCAPE PLAN
SCALE: 1"=20'



CAWRSE & ASSOCIATES, INC.
Landscape Architecture • Land Planning
549 E. Washington Street • Chagrin Falls, OH 44022
440-247-7003/fax 440-247-7143



FOREBAY LANDSCAPE PLANS
MAJESTIC LAKES
Ypsilanti Twp., MI
SR Jacobson Companies
32400 Telegraph Road, Suite 100 Bingham Farms, MI 48025

Date	Notes
03-24-17	DRWN
04-26-17	ISSUED

Job No: 14057
File: final landscape.dwg

SECTION 02900 - LANDSCAPING

PART 1 - GENERAL

- A. DESCRIPTION:**
 1. Work Included:
 Planting required for this Work is indicated on the Drawings and, in general, includes the planting and other ground cover throughout the Work.
- B. QUALITY ASSURANCE:**
 1. Qualifications of workmen:
 Provide at least one person who shall be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with the type of materials being installed and the best methods for their installation and who shall direct all work performed under this Section.
2. Codes, Regulations and Standards:
 a. All plants and planting material shall meet or exceed the Specifications of Federal, State and County laws requiring inspection for plant disease and insect control.
 Quality and Size:
 (1) General:
 Quality and size shall conform with the current edition of "Horticultural Standards" for number one grade nursery stock as adopted by the American Association of Nurserymen.
 (2) Deciduous Trees:
 Trees will measure in units of average height in feet above the ground or of an average caliper at a point 6 inches above the ground.
 (3) Evergreen Trees:
 Trees will measure in units of an average height in feet above the ground.
 (4) Plant stock:
 Each ball shall be of sufficient size to insure successful fibrous feeding roots necessary to insure successful recovery and development of the plant.
- c. Topsoil shall conform with ASTM D 5266-02.

- C. SUBMITTALS:**
 1. Material List:
 Within 35 days after award of Contract, and before any planting materials are delivered to the job site, submit to the Architect a complete list of nurseries where plants are to be obtained and other types proposed to be installed.
 a. Include complete data on source, size and quality.
 b. Demonstrate complete conformance with the requirements of this Section.
 c. This shall in no way be construed as permitting substitutions for specific items described in the Drawings or these Specifications unless the substitution has been approved in advance by the Architect.
2. Certificates:
 a. All certificates required by law shall accompany shipments.
 b. Upon completion of the installation, deliver all certificates to the Architect.
3. Approval of plants at source does not alter right of rejection at project site.
- D. PRODUCT HANDLING:**
 1. Delivery:
 a. Balled and Burlapped Stock:
 Care should be taken at all times as to not damage the bark or branches. Plants shall be lifted and handled from the bottom of the ball as much as possible in order to prevent damage to the plant.
 b. Plant stock to be delivered in B or B shall be moved with a compact natural ball of earth so firmly wrapped in burlap, that upon delivery the soil in the ball is still firm and compact about the small feeding roots.
2. Temporary Storage and Protection:
 a. Protect plants at all times from sun or drying winds.
 b. Plants that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wood chips, straw or other acceptable material, and shall be kept well watered.
3. Replacements:
 In the event of damage, immediately make all repairs and replacements necessary for the approval of the architect and at no additional expense to the Owner.

PART 2 - PRODUCTS

- A. MATERIALS:**
 1. Topsoil/Planting Mix:
 a. Lawn Areas:
 Use on-site stockpiled topsoil. If the quantity of on-site topsoil stockpiled is insufficient to complete the work, provide imported topsoil.
- b. Planting Beds:
 Use imported topsoil. Contractor to obtain rights and pay all costs for imported topsoil material. Topsoil shall meet the following requirements:
 (1) Shall be free from admixture of subsoil, heavy clay, coarse sand, stone, plants roots, sticks, and other foreign material.
 (2) Shall be classified in the "Loam" portion of the U.S.D.A. Soil Textural Triangle. For topsoil to be classified as "Loam", that fraction passing through a #10 sieve shall meet the following mechanical analysis:
 (a) 8 to 25% clay (less than 0.002 mm particle size).
 (b) 30 to 50% sand (2.0 to 0.075 mm particle size).
 (c) 30 to 50% silt (0.075 mm to 0.02 mm particle size).
 (3) Contain neither less than 8% nor more than 20% organic matter as determined by loss on ignition of samples oven-dried to constant weight at 212 degrees F.
 (4) Have a pH level of between 6.2 and 6.8.
 (5) All topsoil shall be screened through a 1-1/4" screen.
 (6) Submit an analysis of proposed topsoil. Topsoil shall be acceptable to Landscape Architect and Soils Testing Firm.
2. Seed:
 Seed shall be 5 Way Blend Perennial Ryegrass, composed of 20% Apple GL Perennial Ryegrass, 20% HomeRun Perennial Ryegrass, 20% Fiesta 4 Perennial Ryegrass, 20% Amazing GS Perennial Ryegrass, 20% Protege GLR Perennial Ryegrass.
3. Sod (if specified on the drawings):
 Sod shall be a mixture of disease resistant Kentucky Bluegrass soil grown sod. Provide well-rooted, healthy sod, free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material; viable and capable of growth and development when planted.
4. Lime:
 Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such a fineness that 50% will pass through a 200-mesh sieve and 90% will pass through a 400-mesh sieve.
5. Fertilizer For Lawns:
 Fertilizer shall be 12-12-12, uniform in composition, free flowing and suitable for application with approved equipment delivered to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State Fertilizer Law, and bearing the name, trade name or trademark, and warranty of the producer.
6. Plants:
 a. Trees, shrubs, and herbaceous plants:
 (1) All trees, shrubs and herbaceous plants, deciduous plants or evergreens shall be sound, healthy, vigorous, first-class, freshly dug, nursery grown in a climate similar to or more severe than Ohio.
 (2) All plant material shall be free of insects, their eggs, and larvae.
 (3) Plants shall be free of mechanical or cultural injury by rodents, and free of noticeable after effects of insects (borers).
 (4) Plants shall be true to scientific names. The names used are those of "Standardized Plant Names".
7. Soil Amendments:
 "Soil Moist" granular soil moisturizer Polymer Product or equal, as manufactured and distributed by JRM Chemical Inc., Cleveland, Ohio, (216-475-8488), or equal.
8. Mulch:
 All mulch shall be double shredded, hardwood bark, dark brown in color.
9. Fertilizer For Plantings:
 Fertilizer shall be 20-10-5 Agriform Planting Tablets or equal manufactured by Sierra Chemical Company, 1-408-263-8080 or equal and suitable for application with approved equipment. Deliver to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State Fertilizer Law, and bearing the name, trade name or trademark, and warranty of the producer.
10. Wood Cellulose Fiber Mulch:
 Degradable green dyed wood cellulose fiber or 100% recycled long fiber pulp, free from weeds or other foreign matter toxic to seed germination and suitable for hydromulching.

11. Tackifier: Liquid concentrate diluted with water forming a transparent 3-dimensional film like crust permeable to water and air and containing no agents toxic to seed germination.
12. Erosion Control Blanket: 5-75 by North American Green as distributed by Mersmith Brothers, Phone: (614) 258-4941 or equal.
13. Anti-Desiccant: Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's fully-identified containers and mix in accordance with manufacturer's instructions.
14. Herbicide: Round Up, or Kleenup or equal.
15. Wrapping: Tree-wrap tape not less than four inches (4") wide, designed to prevent bore damage and winter freezing.
16. Stakes and Guyes: Provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knot holes and other defects. Provide wire ties and gags of 3-strand, twisted, pliable galvanized iron wire not lighter than 12 gage with zinc-coated turnbuckles. Provide not less than one-half inch (1/2") diameter rubber or plastic hose, cut to required lengths and of uniform color, material and size to protect tree trunks from damage by wire.
17. Soil Separation: Shall be non-woven, water-permeable polyester geotextile, manufactured as a landscaping product.
18. Weed mat: Provide 4-l oz., woven polypropylene, needle-punched fabric, weed barrier.

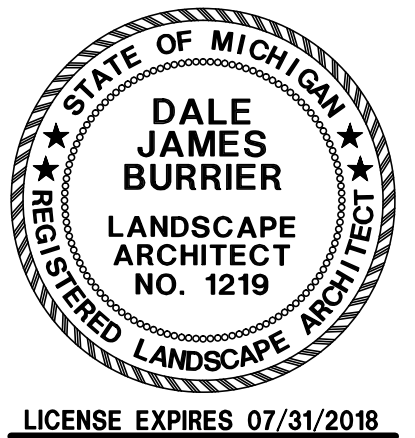
PART 3 - EXECUTION

- A. SURFACE CONDITIONS:**
 1. Inspection:
 Prior to all work in this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Discrepancies:
 a. In the event of any discrepancies, immediately notify the Architect.
 b. Do not proceed with the installation in the areas of discrepancy until all such discrepancies have been fully resolved.
- B. LAYOUT:**
 Shrubs and trees shall be installed within 1'-0" and groundcover shall be installed within 6" of plant location shown on plan.
- C. LAWN:**
 1. General:
 a. Planting season:
 (1) Fall: August 15 to October 15
 (2) Spring: From time ground is workable to July, unless irrigation is provided.
 b. All areas not required to be developed otherwise shall be planted in grass.
 c. Sod or seed as designated on plan and any areas disturbed by construction.
2. Finished grading:
 a. All depressions or settled areas shall be corrected. All stones over one inch (1") in size, gravel, weeds, sticks, and rubbish shall be removed.
 b. Scarify subgrade to a depth of 3" where topsoil is scheduled, and in areas where equipment has compacted subsoil.
 c. Distribute topsoil to a two inch (2") minimum depth. Provide imported topsoil material as required.
 d. Manually spread topsoil around trees, plants and buildings to prevent damage.
 e. Areas to be sodded or seeded shall be brought to a smooth finished grade.
 f. Lightly compact placed topsoil.
 g. Remove surplus topsoil from site.
3. Soil preparation:
 a. Lime:
 Where lime is required, after testing, it shall be applied at the rate of 50 pounds to 1,000 square feet and raked in.
4. Fertilizing:
 Fertilizer shall be applied at the rate of 15 pounds to 1,000 sq. ft. and raked in.
5. Sodding:
 a. Limit preparation to areas which will be immediately sodded.
 b. Loosen topsoil of lawn areas to minimum of 2". Remove stones over 1" in any dimension and sticks, roots, rubbish, and extraneous matter.
 c. Remove all weeds from area.
 d. Grade lawn areas to smooth, free draining and even surface with a loose, uniformly fine texture. Roll and rake; remove ridges and fill depressions as required to drain.
 e. Make in a light application of 12-12-12 fertilizer at a rate of 5 lb. per 1,000 S.F. before laying sod.
 f. Dampen dry soil prior to sodding.
 g. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to sodding.
 h. Lay sod to form a solid mass with tightly-fitted joints. Butt ends and sides of sod strips. Do not overlap edges. Stagger strips to offset joints in adjacent course. Remove excess sod to avoid smothering of adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains, and seeded areas.
1. Do not lay dormant sod or install sod on saturated or frozen soil.
 2. Install initial row of sod in a straight line, beginning at bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and lightly against previously installed row.
 k. Water sod thoroughly with a fine spray immediately after laying.
 l. Roll with light lawn roller to ensure contact with sub-grade.
6. Seeding:
 a. Seed areas as follows:
 (1) Remove all weeds from area to be seeded.
 (2) After topsoil has been spread, thoroughly disc all areas. Remove all stones and lumps mechanically. Then spread evenly and work into the topsoil, 12-12-12 fertilizer at a rate of fifteen pounds (15#) per 1,000 square feet.
 (3) Then sow evenly the grass seed mixture at a rate of five pounds per 1,000 square feet.
 (4) Cover the seeded area with a 1-1/2" thick layer of non-compacted straw or other approved means.
 b. Maintain watering (between July and September) and protection of the seeded area as needed until a full stand of grass is established and accepted by the Owner's Representative or Field Inspector.
 c. Seed all areas disturbed by construction.
7. Hydroseeding:
 Use a Hydromulcher (sprayer) and apply mixture(s) at the following rates. Mix in accordance with manufacturer's recommendations.
 a. Seed: 260 lbs./acre
 b. Fertilizer: 435 lbs./acre
 c. Tackifier: 45 lbs./acre
 d. Wood cellulose fiber mulch: 1500 lbs./acre of straw mulch: 2-1/2 tons/acre
 e. Limestone: Rate determined by soil test.
- D. PLANTING**
 1. General:
 a. All plantings shall be done between the dates of March 1 and June 1 or September 1 and November 1. All other plantings to be done between the dates of June 2nd and August 31 to be Well Proofed (or equal) and a watering schedule shall be maintained by the Contractor until acceptance by Owner.
 b. Plant areas: Plant areas are pits or pockets for trees, shrubs and groundcovers where indicated on the Drawings.
 c. Topsoil for planting operations shall be furnished by the Contractor.
 d. The depth of planting areas is the depth below the finished grade.
 e. Provide positive drainage away from all buildings and around or away from planting beds to prevent ponding of water. Do NOT raise bed grades or finished grades above finished floor elevations.
2. Shrubs:
 a. General:
 (1) Planting areas shall have a soil mixture at a 6" depth minimum.
 (2) On the bottom of all plant areas, add and lightly tamp a layer of planting soil mixture at least six inches (6") thick or as much as is necessary so that the ball or roots will rest thereon when the plant is set to the required grade.
 (3) Set all plants so that when they are settled they will bear the same relation to the required grade as they bore to the natural grade before being transplanted. Make adjustment of position where necessary or as directed.

- (4) Plant in topsoil in the center of the pit unless otherwise specified or shown on the Drawings. Remove all non-treated or non-rot proofed burlap, ropes, stakes, etc., off sides and tops of balls and remove from the pit before it is filled in. Completely remove all treated or polypropylene burlap or ropes from planting pits.
 (5) Do not mat roots of bare-rooted plants together, but arrange in their natural state and work topsoil in among them. Use no soil in a frozen or muddy condition for backfilling. Do not fill ground trunks or stems. Properly cut off all broken or frayed roots.
- b. Shrub pits:
 (1) Dig and prepare shrub pits or beds prior to planting to a minimum depth of 6"
 (2) Width of the pits - at least 2 feet greater in diameter than their ball of earth or spread of roots.
 (3) Add 21 gram "Agriform" planting tablets or equal, to planting pit, manufactured by Sierra Chemical Co. (1-408-263-8080) or equal. Backfill planting pit halfway with planting soil mixture and place tablet beside rootball about 1" from root tips. Do not place in bottom of hole. Follow manufacturer's recommended application rates for size of plant installed.
 (4) Set shrubs so as to allow sufficient depth. Properly set the crown of plant at the finished surface of the bed.
 (5) Backfill topsoil about the roots and thoroughly settle by watering. Form a mound of earth around each shrub so as to produce a shallow saucer.
 (6) Edge the bed in a neat line as directed and make sure an even 6" layer of topsoil remains over entire area.
 (7) Dress all beds with a uniform 3" layer of finely shredded hardwood bark.
 (8) If an irrigation system is NOT installed as part of the project, add "Terra A6" soil moisturizer granules to the soil mix, per manufacturer's recommended application.
3. Trees:
 a. Tree pits:
 (1) Depth of the pits-deep enough as is necessary to accommodate the ball or roots and to permit the required preparation of the bottom of the pit so that when the tree is settled in the pit, it will not be necessary to raise or lower the tree.
 (2) Width of the pits - 2 feet greater in diameter than their ball of earth or spread of roots.
 (3) Plant tree in topsoil in the center of the pit unless otherwise specified or shown on the Drawings. Remove all non-treated or non-rot proofed burlap, ropes, stakes, etc., off sides and tops of balls and remove from the pit before it is filled in. Completely remove all treated or polypropylene burlap or ropes from planting pits.
 (4) If an irrigation system is NOT installed as part of the project, add "Terra Sorb A6" soil moisturizer granules to the soil mix, per manufacturer's recommended application.
- b. Fertilizer:
 (1) When the tree has been properly set, backfill tree pit halfway and place fertilizer planting tablet beside rootball about 1" from root tips. Do not place in bottom of hole. Use one 21 gram tablet (20-10-5) for each 1/2" cal., or each foot of height or spread. Backfill tree pit the rest of the way with planting soil mixture.
 (2) Thoroughly tamp and water during and after backfilling.
 c. All trees are to be wrapped and staked. Protect the bark from the guying wire with a length of hose or any other material approved by the Architect.
 d. Dress all beds with a uniform 3" layer of finely shredded hardwood bark.
4. Ground Cover:
 a. All ground cover beds shall have a minimum depth of 6" of topsoil.
 b. Dress all beds with a uniform 3" layer of finely shredded hardwood bark.
5. Annals:
 a. All annual planting beds shall have a minimum of 10" of "annual bed mix".
 b. "Annual bed mix" shall be processed shredded topsoil with organic compost and fine silica gravel for annals.
 c. Mulch with 1" of compost mulch or treat soil with a granular pre-emergence herbicide suitable for annual plantings.
6. Pruning:
 a. Prune all new trees and shrubs in accordance with acceptable standard practices. All cuts over one inch in diameter shall be treated with an approved tree paint. In the same manner, prune existing trees which are to remain if indicated on the landscape plan.
7. Protection:
 a. Protect all plant areas and plants from damage. If any plants are injured, treat and replace as required. Execute no work in or over prepared plant areas, or adjacent to planting without proper safeguards and protection.
8. Maintenance During Installation:
 a. Maintain immediately following the accomplishment of planting operations of any plant unit.
 b. Spray foliage with water, where required, during the evening after sundown or otherwise as directed. Keep all plantings in a healthy, growing condition by watering, weeding, cultivating, pruning, trimming and by performing any other necessary operations of maintenance.
 c. The Contractor shall be responsible for continued proper care of the lawn areas during the period when the grass is becoming established. The period of maintenance for all lawn area shall extend for sixty (60) days with two (2) mowings required or as long as necessary to establish over the entire lawn areas a uniform stand of grasses as specified, free of weeds and undesirable grasses. After the required maintenance period and upon acceptance of lawn area by the Architect, the Owner will assume maintenance responsibility.
 d. Mowing: The lawn seeded area shall be mowed with approved mowing equipment to a height of two inches (2") whenever the average height of grass becomes three inches (3"). If weeds or other undesirable vegetation threaten to smother the planted species, such vegetation shall be mowed, or in the case of exceedingly rank growths, be uprooted, raked and removed from the area.
 e. Refertilizing: Areas needing refertilization will be designated by the Architect at least fifteen (15) days prior to the time that the application is required. The fertilizer shall be distributed on the seeded area between August 15 and October 15, during a period when the grass is dry. The fertilizer shall be 10-6-4 grade and shall be applied uniformly at the rate of ten (10) pounds per one thousand (1,000) square feet. Physical condition, packaging and marking of the fertilizer shall be as specified for original seeding.
 f. Reseeding: Areas that require reseeding will be designated by the Architect at least fifteen (15) days prior to the period specified for reseeding. Reseeding shall be with the seed specified therein before and shall be drilled at four (4) pounds per one thousand (1,000) square feet in a manner which will cause a minimum of disturbance to the existing stand of grass, and at an angle of not less than fifteen (15) degrees from the direction of the rows of prior seeding.
 g. Lawns shall be protected against damage, including erosion and washouts. Damaged areas shall be promptly replanted. Use erosion netting as required.
 h. The contractor is responsible to clean the site of all mulching materials and other debris prior to the final inspection.
 i. Final inspection: Inspection of work for lawns will be made after the second cutting; written notice requesting inspection shall be submitted at least ten (10) days prior to anticipated date.
 j. Acceptance: Final inspection shall determine acceptance or non-acceptance of lawn areas. Acceptance indicates a complete cover of grasses in all lawn areas, which have been maintained by weeding, reseeding and refertilizing as necessary, watering and mowing as stated above and appears to be in a potential healthy state with weeds, rocks, stones and debris removed and all erosion or ruts repaired. Lawns not maintained or appearing as stated herein shall be unacceptable and shall be reworked as necessary until desired results are obtained.
 k. Maintain trees, shrubs and other plants until final acceptance, but in no case less than 60 days after substantial completion of planting.
 l. Maintain trees, shrubs and other plants by pruning, cultivating, watering and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stakes and guy supports and reset trees and shrubs to proper grades with vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.

- E. CLEAN-UP**
 1. Upon completion of the planting, all excess soil, stones and debris which has not previously been cleaned up shall be removed from the site or disposed of as directed by the Architect.
 2. Any soil, manure, peat, or similar material which has been brought onto paved areas by hauling operations or otherwise shall be removed promptly, keeping these areas clean at all times.
 3. Protect landscape work and materials from damage due to landscape operations, operations by other contractors, trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

- F. ACCEPTANCE**
 1. Final Inspection:
 a. Inspection:
 At the conclusion of the contract work, (exclusive of maintenance and replacement) one inspection will be made by the Architect. Written notice to the Architect requesting such an inspection shall be submitted by the Contractor at least ten days prior to the anticipated date.
 b. The purpose of this inspection will be to determine whether or not the Contractor has completed all the work of the contract.
 c. The condition of the lawns and shrubs will be noted and a determination will be made by the Architect whether maintenance shall continue in any part as specified under "Maintenance During Installation."
2. Acceptance Inspection:
 a. At the conclusion of the maintenance during installation period, an inspection will be made by the Architect. Written notice requesting the inspection shall be submitted by the Contractor at least 10 days prior to the anticipated date.
 b. The purpose of the inspection shall be for the acceptance of the contract work including maintenance during installation, but exclusive of replacements.
 c. After the inspection of the Architect, the Contractor shall be notified in writing of acceptance of the work. If there are any deficiencies in the maintenance, during installation, the Contractor will be notified of these deficiencies in writing by the Architect, and the work shall be subject to reinspection before acceptance.
3. Guarantee Period:
 a. Guarantee period shall begin at the issuance of the Certificate of Completion and shall end exactly one year from that date.
 b. At the conclusion of the guarantee period, a final inspection of the work will be made to determine the condition of the plant material. All plant material not in a healthy or 40% defoliated growing condition will be noted.
 c. Remove the material so noted from the site at the direction of the Architect and replace during the following planting season with the materials of like kind and size, and in a manner specified for the original planting at no extra cost.
 d. Guarantee period also applies to replaced material.



CAWRSE & ASSOCIATES, INC.
 Landscape Architecture • Land Planning

549 E. Washington Street • Chagrin Falls, OH 44022
 440-247-7003/fax 440-247-7143

LANDSCAPE SPECIFICATIONS

MAJESTIC LAKES

Ypsilanti Twp., MI
 SR Jacobson Companies
 32400 Telegraph Road, Suite 100 Bingham Farms, MI 48025

Date	Notes
03-24-17	DRWN
04-26-17	ISSUED

Job No: 14057
 File: final landscape.dwg

**FIRST AMENDMENT TO LAKEWOOD
PLANNED DEVELOPMENT AGREEMENT**

This First Amendment to Lakewood Planned Development Agreement (“**Amendment**”) is entered into as the Effective Date provided below by **Blue Majestic LLC**, a Michigan limited liability company, whose address is 32400 Telegraph Road, Suite 100, Bingham Farms, Michigan 48025, including its successors and assigns (“**Blue Majestic**”), and the **Charter Township of Ypsilanti**, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the “**Township**”).

Recitals

A. Blue Majestic and the Township entered into the Lakewood Planned Development Agreement, dated April 8, 2013, and recorded in Liber 5215, Page 442, Washtenaw County Records (the “**PD Agreement**”), with respect to certain real property which is described therein and on **Exhibit A** attached hereto (the “**Property**”). Capitalized terms used, but not defined, in this Amendment shall have the meanings given to such terms in the PD Agreement.

B. Pursuant to the PD Agreement, four (4) condominium developments were established within the Property: (i) The Ponds at Lakewood; (ii) Lakewood Villas; (iii) Lakewood Pointe; and (iv) Lakewood Estates (individually, a “**Condominium Project**,” and collectively, the “**Condominium Projects**”).

C. Blue Majestic is the sole owner of the units within Lakewood Villas and Lakewood Pointe and neither Condominium Project has any residents. Two (2) building have been constructed within The Ponds at Lakewood (the “**Existing Buildings**”), containing a total of sixteen (16) attached condominium units.

D. The Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions, dated May 18, 2007, was recorded in Liber 4627, Page 74 Washtenaw County Records (“**Declaration**”) with respect to the Property. A master association (“**Lakewood Association**”) will be established pursuant to the Declaration to provide for the maintenance of the Open Space within the Property which is shared by each portion of the Project.

E. Blue Majestic has requested that the PD Agreement and related plans be amended: (i) to permit the establishment of different types of residential projects where Lakewood Pointe and Lakewood Villas are currently located; and (ii) to permit the establishment of site condominium units within the portion of The Ponds at Lakewood that does not contain the Existing Buildings.

F. In connection with its request to amend the PD Agreement, Blue Majestic has submitted to the Township Planning Commission a new application for PD Stage I Preliminary Site Plan Approval, together with a copy of an amended PD Stage I Preliminary Site Plan (the “**Amended PD Stage I Preliminary Site Plan**”). The Planning Commission forwarded to the Township Board its recommendations regarding the Amended PD Stage I Preliminary Site Plan.

G. On 9/15/2015, the Township Board reviewed and approved the Amended PD Stage I Preliminary Site Plan.

H. The Amended PD Stage I Preliminary Site Plan is consistent with the purposes and objectives of the Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as

amended, and are otherwise consistent with the Township's Zoning Ordinance and Condominium Regulations pertaining to the use and development of a planned development.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Amendment, the parties agree to amend the PD Agreement as follows:

1. **Recitals Part of Amendment.** Blue Majestic and the Township acknowledge and represent that the Recitals are true, accurate and binding on the respective parties and are an integral part of this Amendment.

2. **Name of Planned Development.** The name of the planned development is amended to Majestic Lakes Planned Development. All references in the PD Agreement to the Lakewood PD shall be deemed to refer to Majestic Lakes PD.

3. **Rezoning to PD District.** The Property has been rezoned to PD (Planned Development) district for the development of the Project pursuant to the Amended PD Stage I Preliminary Site Plan, copies of which is on file with the Township. An index of the plans that constitute a part of the approved Amended PD Stage I Preliminary Site Plan is attached hereto as **Exhibit B.**

4. **Approval of Amended PD Stage I Preliminary Site Plan.** The Amended PD Stage I Preliminary Site plan for the Project has been approved in accordance with the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, 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. The parties acknowledge that the Amended PD Stage I Preliminary Site Plan does not modify the PD Stage II final site plan that has been approved for

Lakewood Estates and, Lakewood Estates is identified in the Amended PD Stage I Preliminary Site Plan for identification purposes only.

5. **Permitted Residential Developments.** Section 2.3 of the PD Agreement is amended to add the following provisions:

(a) Blue Majestic shall have the right to terminate Lakewood Pointe Condominium and Lakewood Villas Condominium.

(b) The Amended Stage I Preliminary Site Plan identifies the following approved residential projects:

(i) A condominium project containing the existing 72 single family site condominium units known as Lakewood Estates;

(ii) A condominium project containing up to 44 single family site condominium units to be known as Majestic Lakes Estates;

(iii) An attached for lease community consisting of 142 ranch units with attached 2 car garages, to be known as Nautica Pointe;

(iv) A condominium project containing up to 81 single family site condominium units, to be known as The Village at Majestic Lakes;

(v) The Ponds at Lakewood, which currently contains 2 Existing Buildings.

(vi) A condominium project containing up to 37 single family site condominium units, to be known as The Ponds at Majestic Lakes, within a portion of the land that is currently part of The Ponds of Lakewood. In connection with the contraction of the applicable portion of The Ponds at Lakewood condominium project to establish The Ponds at Majestic Lake condominium project, Blue Majestic shall establish the

easements necessary for the proper functioning and shared cost of maintaining the common elements within The Ponds at Lakewood and The Ponds at Majestic Lakes, including utility, access and entranceway easements.

(vii) The term “**Condominiums**” and “**Condominium Projects**” shall mean Lakewood Estates, Majestic Lakes Estates, The Ponds at Lakewood, The Ponds at Majestic Lakes and The Village at Majestic Lakes Estates. The Condominium Projects and Nautica Pointe are sometimes collectively referred to herein as the “**Residential Projects**.” The foregoing projects are collectively referred to as the “Residential Projects”.

6. **Conditions of PD Stage II Final Site Plan Approval; Development**

Agreements. The approved PD Stage II final site plan for Lakewood Estates shall continue in effect, and the completion of Lakewood Estates and the issuance of building permits for units within Lakewood Estates shall continue to be governed by the PD Agreement, unless expressly amended by this Amendment. Prior to developing or improving any other Residential Project, Blue Majestic (or its successor or assignee) shall submit to the Township a PD Stage II final site plan for approval, which approval shall not be unreasonably withheld, conditioned or delayed if the final site plan is consistent with the Amended Stage I Preliminary Site Plan, and the PD Agreement, as amended by this Amendment. Upon the Township’s approval of the PD Stage II final site plan for a Residential Project, Blue Majestic (or its successor in title to the Residential Project) and the Township shall enter into a development agreement that incorporates the approved conditions and requirements pertaining to the approved PD Stage II final site plan that were adopted by the Township Board in its resolutions, and agreed to by Blue Majestic or its successor in title. Such development agreement shall be recorded with the Washtenaw County

Register of Deeds and shall constitute covenants and restrictions binding on such Residential Project.

7. **Incorporation of Existing Site Improvements.** The parties acknowledge that the Property, other than the Undeveloped Land, has been improved with roads, utilities and storm drainage improvements (collectively, the “**Existing Site Improvements**”). Blue Majestic or the developer of a Residential Project shall be entitled to incorporate the Existing Site Improvements within its PD Stage II final site plan for such Residential Project, provided that, as a condition to obtaining building permits for dwellings with the Residential Project, the developer of such Residential Project shall complete the punch list items that are identified by the Township’s Office of Community Standards, in consultation with YCUA, the WCWRC and WCRC (as to those Residential Projects that will contain public roads).

8 **Phased Development.** The Property may be developed in phases in accordance with the Amended PD Stage I Preliminary Site Plan and the PD Agreement, as amended by this Amendment. Each phase shall include the associated infrastructure necessary to serve such phase. Subject to the foregoing, Blue Majestic shall have the right to determine the sequencing of such phases and more than one phase may be developed at the same time.

9. **Architectural Types.** Section 2.3 of the PD Agreement is amended to provide that the Project will contain the following Residential Projects: (i) Lakewood Estates, which consists of 72 approximately 60 foot wide site condominium units; (ii) Majestic Lakes Estates, which will consist of 44 approximately 60 foot wide site condominium units; (iii) The Ponds at Lakewood, which consists of 2 Existing Buildings containing 8 condominium units each; (iv) The Ponds at Majestic Lakes, which will consist of 37 approximately 50 foot wide site condominium units condominium, or as a separate condominium project); (v) The Village at

Majestic Lakes, which will consist of 81 approximately 50 foot wide site condominium units; and (vi) Nautica Pointe, which will consist of a for lease community containing 142 attached ranch units with attached 2 car garages.

10. **Open Space Areas.** Section 2.4 of the PD Agreement is amended to provide that all of the Residential Projects, including Nautica Pointe, shall be entitled to the benefits of, and be subject to the obligations under, the Declaration, including the right of residents within Nautica Pointe to use the Open Space and the obligation of the owner of Nautica Pointe to contribute to the costs of operating the Lakewood Association. The Declaration currently addresses the maintenance of the Open Space which is subject to the Conservation Easement and certain other site improvements within the Condominium Projects that are shared by the Condominium Projects, such as entranceways, parks and pathways. Blue Majestic shall have the right to amend the Declaration to clarify that each Residential Project, at its cost, shall be solely responsible for maintaining the site improvements that are located within such Residential Project and the Lakewood Association shall be responsible for maintaining the Open Space, including the lakes. Notwithstanding the foregoing, the easements that have been established in the Declaration for the shared use of roads, entranceways, parks, pathways, recreational facilities, utilities and storm drainage facilities which are located within the Residential Projects shall continue in effect.

The Open Space areas contain existing trails for pedestrian and non-motorized traffic. Blue Majestic and its successors in title will make access to such trails open and accessible and without hindrance between buildings on the Property, to enable convenient, non-motorized connections to Textile Road and to encourage healthy, walking lifestyles.

11. **Lakewood Association.** Section 2.5 of the PD Agreement is amended to provide that, at such time as Blue Majestic is no longer entitled to appoint all of the members of the Board of Directors of the Lakewood Association, the Board shall consist of one (1) director from each of the Residential Projects and each Residential Project shall be entitled to select its representative on the Lakewood Association Board.

12. **Master Deeds and Bylaws.** Section 2.6 [sic] of the PD Agreement is amended to add that Blue Majestic shall submit to the Township for its review and approval a Master Deed for Majestic Lakes Estates, The Village at Majestic Lakes and The Ponds at Majestic Lakes, which approval shall not be unreasonably withheld, conditioned or delayed. Following the Township's approval of such Master Deed(s), Blue Majestic shall record such Master Deed(s) with the Washtenaw County Register of Deeds.

13. **Storm Water Management.** Section 2.9 of the PD Agreement is amended to add the following:

(a) The owner of Nautica Pointe shall assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, and other storm drainage facilities located within Nautica Pointe, whether arising under the PD 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. Upon the completion of the storm water and detention facilities within Nautica Pointe and the approval of such storm drainage and detention facilities by the WCWRC, the owner of Nautica Pointe shall be responsible for the maintenance

of such storm drainage and detention facilities and Blue Majestic shall have no maintenance obligations in connection therewith.

(b) In the event that the owner of Nautica Pointe at any time fails to maintain or preserve the detention areas, the inlet and outlet areas, or other storm drainage facilities located within Nautica Pointe in accordance with the PD Agreement, the Township or the Washtenaw County Water Resources Commissioner's Office may serve written notice by certified mail upon the owner of Nautica Pointe, setting forth the deficiencies in the owner of Nautica Pointe's maintenance and/or preservation of the detention areas, inlet and outlet areas or other storm drainage facilities in accordance with the PD Agreement and this Amendment. 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%) percent surcharge for administrative costs, shall be placed on the next Township roll as a special assessment against Nautica Pointe and collected in the same manner as general property taxes.

14. **Applicable Yard Setbacks.** All references to "Condominiums" in Section 2.11 shall be deemed to refer to the Residential Projects. The existing PD Stage II final site plan for Lakewood Estates identifies the width and size of each unit within Lakewood Estates and the approved front yard, rear yard and side yard setbacks for each unit within Lakewood Estates. The PD Stage II final site plans for the other Condominium Projects shall identify the width and size

of each unit within such project and the PD Stage II final site plans for each Residential Project shall identify the approved front yard, rear yard and side yard setbacks for each unit within such Residential Project. Approved setbacks shall 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's Office of Community Standards, without the necessity of amending this Agreement.

15. **Development Review.** Section 2.13 of the PD Agreement is amended in its entirety and replaced with the following: The PD Stage II final site plan and detailed construction plans for a Residential Project, and homes to be built within the Condominium Projects, 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 construction in the Residential Projects that become effective after the date of the approval of the applicable PD Stage II final site plan.

16. **Roads.** Section 2.14 of the PD Agreement is amended to provide that the internal roads within Nautica Pointe and The Ponds at Lakewood shall be private. The roads within the Condominium Projects other than The Ponds at Lakewood shall be public, in accordance with Section 2.14 of the PD Agreement.

17. **Interior Sidewalks.** Section 2.15 of the PD Agreement is amended to provide that Nautica Pointe shall not contain sidewalks. All Condominium Projects, other than the Ponds

at Lakewood, shall contain interior sidewalks, in accordance with Section 2.15 of the PD Agreement.

18. **Public Water and Sewer.** All references to “Condominiums” in Sections 2.16 shall be deemed to refer to Residential Projects.

19. **Street Lighting.** Section 2.18 of the PD Agreement is amended to provide that street lighting in Nautica Pointe shall be private and maintained by the owner of Nautica Pointe.

Accordingly, no SAD for the maintenance of street lighting shall be established for Nautica Pointe.

20. **Security Cameras.** Security cameras shall be installed at the two entranceways on Tuttle Hill Road and the one entranceway to the Project on Textile Road. The security cameras shall meet the specifications established by the Township and shall be installed before the issuance of certificates of occupancy are requested for Nautica Pointe. Such cameras 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 each Residential Project, including Nautica Pointe, for which building permits are requested, and such Security Camera SAD shall be established prior to the issuance of certificates of occupancy within such Residential Project. Given that Lakewood Estates already contains occupied homes, Blue Majestic shall promptly petition the Township for the establishment of the Security Camera SAD with respect to Lakewood Estates, and the Township will continue to issue certificates of occupancy for completed homes within Lakewood Estates pending the establishment of the Security Camera SAD for Lakewood Estates. The Security Camera SAD for each Residential Project shall be based on the relative number of units within such Residential Project in relation

to the total number of units that are contained in the overall Project, and each Residential Project within the overall Majestic Lakes PD shall be subject to the Security Camera SAD.

21. **Construction of Playground Amenities.** The Township acknowledges that, in accordance with Section 2.20, Blue Majestic has installed recreational amenities within the Project pursuant to plans approved by the Office of Community Standards and Blue Majestic has provided to the office of Community Standards reasonable evidence that Blue Majestic incurred costs in excess of \$53,000 in connection with the installation of such recreational amenities. Accordingly, Blue Majestic is not required to make the second \$53,000 payment to the Township under Section 2.20 of the PD Agreement.

22. **Street Trees; Perimeter Fencing within Nautica Pointe.** Section 2.22 of the PD Agreement is amended to provide that the developer of Nautica Pointe shall install within Nautica Pointe the landscaping which is identified in the landscaping plans that have been approved as part of the Amended PD Stage I Preliminary Site Plan. In addition, the developer of Nautica Pointe shall install perimeter fencing, landscaping and signage within the portion of Nautica Pointe behind units 1 through 9 that abuts Lake Joyce in order to deter trespassing. Such improvements shall be installed pursuant to landscaping plans approved the Township's Office of Community Standards.

23. **Rental Restrictions for New Site Condominiums.** Blue Majestic agrees to impose certain restrictions on the rental of homes within The Village at Majestic Lakes and the single family site condominium units in The Ponds at Lakewood, in order to promote and preserve the owner occupied character of such neighborhoods. At the same time, the parties recognize that a home owner 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. Based on the

foregoing, the Village at Majestic Lakes and the site condominium units in The Ponds at Lakewood shall be subject to the following restrictions:

(a) A single family home within the above Condominium Projects shall not be purchased for the purpose of leasing the home to other persons. A home within the above-referenced Condominium Projects shall only be sold to persons who intend to occupy such home as their personal residence.

(b) 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 (c) below, the tenant(s) shall be required to immediately vacate the home, unless such tenant is the purchaser of the home.

(c) A home owner who is permitted to lease his or her home pursuant to subparagraph (b) 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.

(d) For purposes of the foregoing restrictions, the grant of a mortgage by a home owner shall not constitute a transfer of the home owner'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.

(e) 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.

(f) Except as provided above in this Section, the leasing of homes within The Village at Majestic Lakes and the single family site condominium homes within The Ponds at Lakewood 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 Condominium Project.

(g) 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.

(h) All leases or rental agreements that are permitted under this Section shall incorporate the foregoing provisions.

(i) The foregoing restrictions shall be contained in the master deeds for the above-referenced Condominium Projects. 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 such Condominium Projects may contain such

additional restrictions relating to the leasing of condominium units, as determined by Blue Majestic.

24. **Nautica Pointe Marketing and Rent Restrictions; Maintenance.** In addition to the provisions of Section 3.3 of the PD Agreement, the developer of Nautica Pointe may utilize one pre-leasing trailer and a construction trailer for Nautica Pointe until such time as the construction of building improvements within Nautica Pointe have been completed. Lease rates within Nautica Pointe will be consistent with market rates in the Township for multi-family housing. However, the owner of Nautica Pointe shall have the right to adjust such rates at any and all times in response to market conditions. To the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of units within Nautica Pointe shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing. Nautica Pointe shall comply with all fair housing requirements. Nautica Pointe will establish and implement an ongoing maintenance program so that its project will comply with the Township's Property Maintenance Code.

25. **Vested Project; Successor Developers.** The overall Project, as amended by the Amended PD Stage I Preliminary Site Plan and this Amendment, shall be deemed fully "vested" and the PD Agreement, as amended shall continue in effect. In the event a Residential Project is developed by a successor in title to Blue Majestic, the developer of such Residential Project shall be deemed to have assumed Blue Majestic's rights and obligations with respect to such Residential Project under the PD Agreement, this Amendment, the Amended PD Stage I Preliminary Site Plan, the PD Stage II final site plan that is approved for such Residential Project and the development agreement applicable to such Residential Project, and Blue Majestic shall have no further obligations or liability in connection therewith.

25. **Miscellaneous.**

(a) **Execution in Counterparts.** This Amendment 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.

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

(c) **Partial Validity; Severability.** If any term or provision of this Amendment or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Amendment, 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 Amendment shall be valid and be enforced to the fullest extent permitted by law.

(d) **No Third Party Beneficiaries.** This Amendment 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.

(e) **Joint Product of Parties.** This Amendment is the result of arms-length negotiations between Blue Majestic and the Township and their respective attorneys.

Accordingly, none of the parties shall be deemed to be the author of this Amendment, and this Amendment shall not be construed against either party.

(f) **Inspections.** In consideration of the above undertakings to approve the Residential Projects, the Township shall provide timely and reasonable Township inspections as may be required during construction.

(g) **Recordation of Amendment.** The Township shall record this Amendment with the Washtenaw County Register of Deeds.

(h) **Effect of Amendment.** Except as modified by this Amendment and the Amended PD Stage I Preliminary Site Plan, the terms and provisions of the PD Agreement shall continue in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of the PD Agreement, as amended by this Amendment, including the Amended PD Stage I Preliminary Site Plan, and the provisions of the Zoning Ordinance or any other Township ordinances, rules, regulations or any amendments thereto, the provisions of the PD Agreement, as amended by this Amendment, and the Amended PD Stage I Preliminary Site Plan shall control and variances shall not be required.

(j) **Effective Date.** The Effective Date of this Amendment shall be the last date on which both Blue Majestic and the Township sign this Amendment.

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

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

On this 15th day of September, 2015, 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.

Lisa R. Garrett

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

_____, Notary Public Washtenaw County, MI
Acting in the County of Washtenaw, State of Michigan
My Commission expires: 2-25-17

DRAFTED BY:

Mark S. Cohn
Seyburn Kahn
2000 Town Center, Suite 1500
Southfield, Michigan 48075

WHEN RECORDED RETURN TO:

Wm. Douglas Winters
McLain & Winters
61 N. Huron St.
Ypsilanti, MI 48197

EXHIBIT A

PROPERTY

DESCRIPTION OF A 254.51 ACRE PARCEL OF LAND IN THE WEST ½ OF SECTION 26, T3S, R6E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the West ¼ corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence N89°51'07"E 50.00 feet along the East-West ¼ line of said Section 26 for a PLACE BEGINNING; thence N00°40'17"W 492.09 feet along the Easterly Right of Way line of Tuttle Hill Road (variable width); thence S89°39'35"E 528.04 feet; thence N00°40'17"W 495.14 feet; thence S89°52'12"E 736.71 feet; thence N00°50'53"W 1681.82 feet along the West line of the East ½ of the Northwest ¼ of said Section 26; thence S89°56'52"E 1309.51 feet along the North line of said Section 26 and the centerline of Textile Rod (66.00 feet wide) to the North ¼ corner of said Section 26 (as monumented); thence S89°55'00"E 1110.09 feet along said North line and said centerline of Textile Road; thence S01°27'01"W 572.66 feet (recorded as 578.82 feet); thence S88°20'52"E 227.71 feet; thence S00°55'58"E 2064.38 feet along the East line of the West ½ of the Northeast ¼ of said Section 26; thence S89°30'11"W 1209.33 feet along the East-West ¼ line of said Section 26 to the Center of said Section 26 (as monumented); thence S00°34'23"W 1329.00 feet to the Northeast Corner of the Frank H. Clark Subdivision (as monumented) as recorded in Liber 10, Page 11, Washtenaw County Records, Washtenaw County, Michigan; thence S01°15'20"E 0.86 feet along the West line of said Frank H. Clark Subdivision (as monumented) S89°45'51"W 2606.78 feet along the South line of the North ½ of the Southwest ¼ of said Section 26; thence N00°39'24"W 959.17 feet along the West line of said Section 26 and the centerline of said Tuttle Road; thence N89°51'07"E 581.40 feet; thence N00°39'24"W 374.63 feet; thence S89°51'07"W 531.40 feet along said East-West ¼ line to the Place of Beginning, contain 254.79 acres of land, more or less. Excepting therefrom a 0.28 acre parcel of land being described as follows: Commencing at the North ¼ corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S89°55'00"E 1110.09 feet along the North line of said Section 26 and the centerline of Textile Road (66 feet wide); thence S01°27'01"W 33.01 feet; thence N89°55'00"W 120.00 feet along the Southerly Right of Way line of said Textile Road for a PLACE OF BEGINNING; thence S00°55'59"E 175.00 feet; thence N89°55'00"W 70.00 feet; thence N00°55'59"W 175.00 feet; thence S89°55'00"E 70.00 feet along the said South line of Textile Road to the Place of Beginning, containing 0.28 acres of land, more or less; The remaining parcel containing 254.51 acres of land, more or less, being part of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan. Being subject to the rights of the public over the Northerly 33.00 feet thereof as occupied by Textile Road, also being subject to the rights of the public over the Westerly 33.00 feet thereof as occupied by Tuttle Hill Road, also being subject to easements and restrictions of record, if any.

Lakewood Farms/Majestic Lakes Development Agreement Index:

Exhibit 'A'Property Description

Exhibit 'B'PD Stage I (PD20) Site Plan

Exhibit 'C'Required Conditions for Single-Family
Homes on 50-foot Wide Lots.

Exhibit 'D'Lakewood Farms Development Agreement

Exhibit 'A'

Property Description

EXHIBIT A

ENTIRE PARCEL

DESCRIPTION OF A 254.51 ACRE PARCEL OF LAND IN THE WEST ½ OF SECTION 26, T3S, R6E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

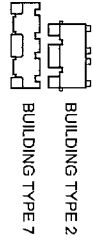
Commencing at the West ¼ corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence N89°51'07"E 50.00 feet along the East-West ¼ line of said Section 26 for a PLACE BEGINNING; thence N00°40'17"W 492.09 feet along the Easterly Right of Way line of Tuttle Hill Road (variable width); thence S89°39'35"E 528.04 feet; thence N00°40'17"W 495.14 feet; thence S89°52'12"E 736.71 feet; thence N00°50'53"W 1681.82 feet along the West line of the East ½ of the Northwest ¼ of said Section 26; thence S89°56'52"E 1309.51 feet along the North line of said Section 26 and the centerline of Textile Road (66.00 feet wide) to the North ¼ corner of said Section 26 (as monumented); thence S89°55'00"E 1110.09 feet along said North line and said centerline of Textile Road; thence S01°27'01"W 572.66 feet (recorded as 578.82 feet); thence S88°20'52"E 227.71 feet; thence S00°55'58"E 2064.38 feet along the East line of the West ½ of the Northeast ¼ of said Section 26; thence S89°30'11"W 1209.33 feet along the East-West ¼ line of said Section 26 to the Center of said Section 26 (as monumented); thence S00°34'23"W 1329.00 feet to the Northeast Corner of the Frank H. Clark Subdivision (as monumented) as recorded in Liber 10, Page 11, Washtenaw County Records, Washtenaw County, Michigan; thence S01°15'20"E 0.86 feet along the West line of said Frank H. Clark Subdivision (as monumented) S89°45'51"W 2606.78 feet along the South line of the North ½ of the Southwest ¼ of said Section 26; thence N00°39'24"W 959.17 feet along the West line of said Section 26 and the centerline of said Tuttle Road; thence N89°51'07"E 581.40 feet; thence N00°39'24"W 374.63 feet; thence S89°51'07"W 531.40 feet along said East-West ¼ line to the Place of Beginning, contain 254.79 acres of land, more or less. Excepting therefrom a 0.28 acre parcel of land being described as follows: Commencing at the North ¼ corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S89°55'00"E 1110.09 feet along the North line of said Section 26 and the centerline of Textile Road (66 feet wide); thence S01°27'01"W 33.01 feet; thence N89°55'00"W 120.00 feet along the Southerly Right of Way line of said Textile Road for a PLACE OF BEGINNING; thence S00°55'59"E 175.00 feet; thence N89°55'00"W 70.00 feet; thence N00°55'59"W 175.00 feet; thence S89°55'00"E 70.00 feet along the said South line of Textile Road to the Place of Beginning, containing 0.28 acres of land, more or less; The remaining parcel containing 254.51 acres of land, more or less, being part of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan. Being subject to the rights of the public over the Northerly 33.00 feet thereof as occupied by Textile Road, also being subject to the rights of the public over the Westerly 33.00 feet thereof as occupied by Tuttle Hill Road, also being subject to easements and restrictions of record, if any.

Exhibit 'B'

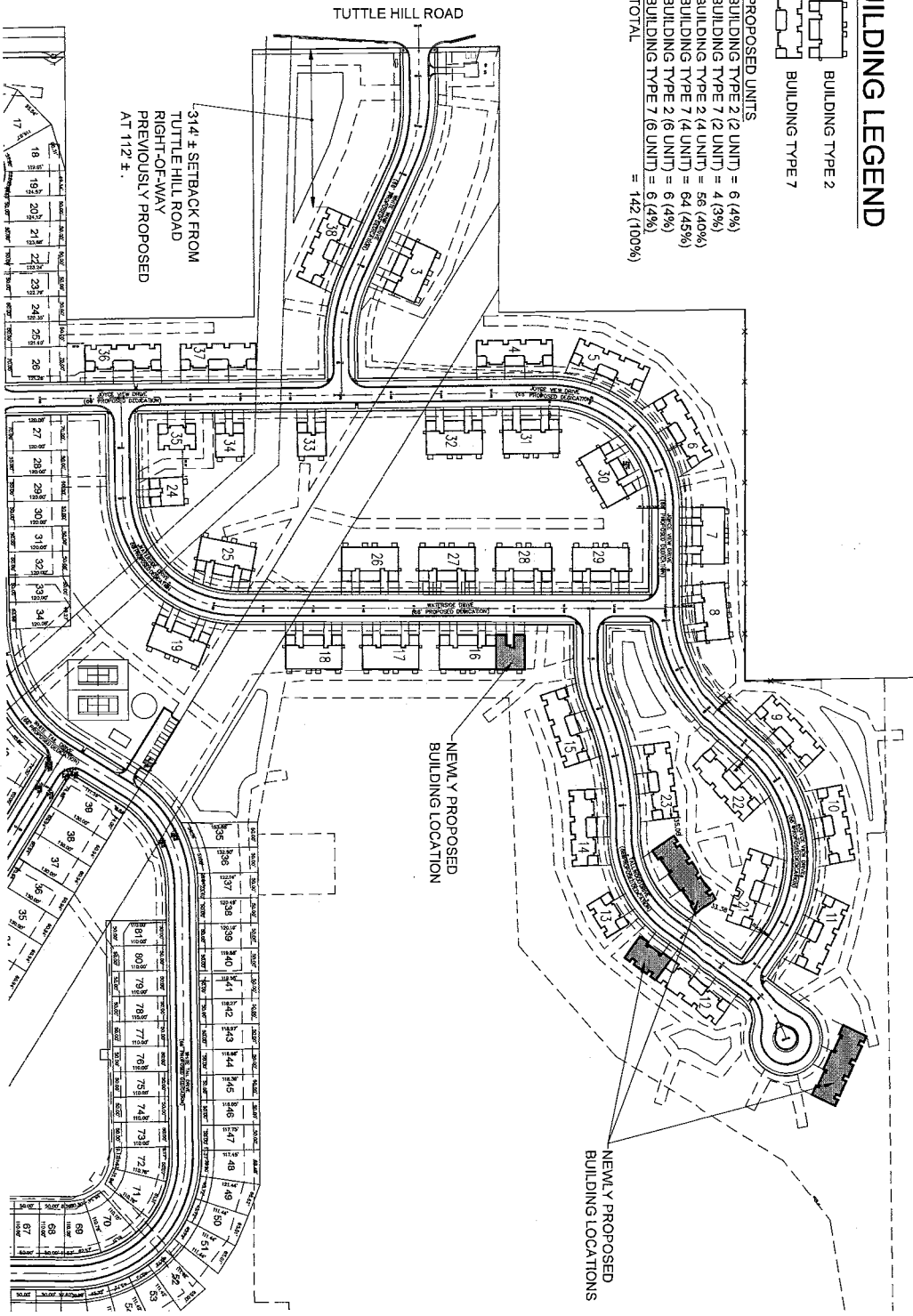
PD Stage I (PD20) Site Plan

NAUTICA POINTE AT MAJESTIC LAKES

BUILDING LEGEND

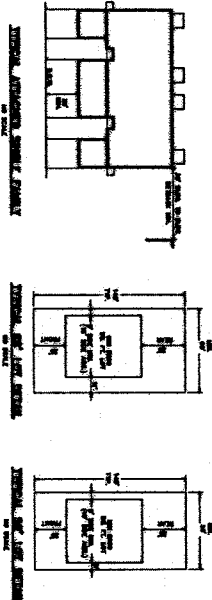
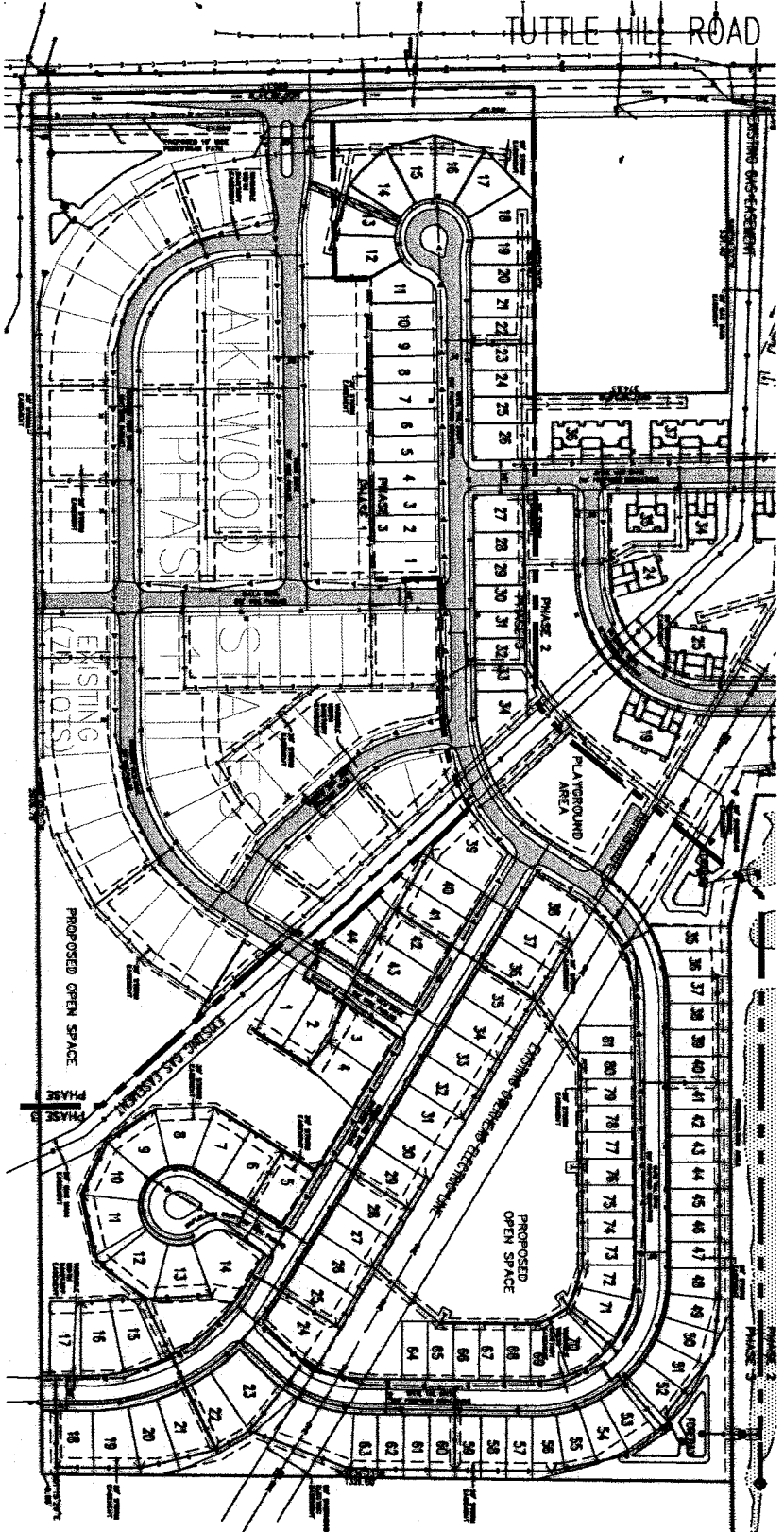


PROPOSED UNITS
 BUILDING TYPE 2 (2 UNIT) = 6 (4%)
 BUILDING TYPE 7 (2 UNIT) = 4 (3%)
 BUILDING TYPE 2 (4 UNIT) = 56 (40%)
 BUILDING TYPE 7 (4 UNIT) = 64 (45%)
 BUILDING TYPE 2 (6 UNIT) = 6 (4%)
 BUILDING TYPE 7 (6 UNIT) = 6 (4%)
 TOTAL = 142 (100%)



NOT FOR CONSTRUCTION

CLIENT REDWOOD NAUTICA POINTE AT MAJESTIC LAKES CONCEPT 03	SECTION 26 TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP WASHTENAW COUNTY, MICHIGAN	866.850.4200 www.atwell-group.com TWO TONIC SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	REGISTERED PROFESSIONAL ENGINEER DANIEL SUBOWSKI 811



LEGEND

[Symbol]	PROPOSED OPEN SPACE
[Symbol]	EXISTING OPENING EXISTING TANK
[Symbol]	EXISTING LOT 1
[Symbol]	EXISTING LOT 2
[Symbol]	EXISTING LOT 3
[Symbol]	EXISTING LOT 4
[Symbol]	EXISTING LOT 5
[Symbol]	EXISTING LOT 6
[Symbol]	EXISTING LOT 7
[Symbol]	EXISTING LOT 8
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[Symbol]	EXISTING LOT 79
[Symbol]	EXISTING LOT 80
[Symbol]	EXISTING LOT 81

NOT FOR CONSTRUCTION

	BLUE MAJESTIC, LLC MAJESTIC LAKES PUB LAYOUT PLAN	SECTION 06 TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP WASHTENAW COUNTY, MICHIGAN	ATWELL ARCHITECTS & ENGINEERS OFFICE IN NORTH ANN Arbor, MI 700 STATE STREET, SUITE 200 ANN ARBOR, MI 48106-1500 (734) 769-1000	Lead Designer & Site Plan Plan & Design Transportation Information & Technology Environmental & Public Works Water & Stormwater
	PROJECT NO. 10-04 DATE: 10/27/10 SCALE: 1" = 100'	10/27/10		

Exhibit 'C'

Required Conditions for Single-Family Homes on 50-foot Wide Lots.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

September 8, 2015

Wm. Douglas Winters
McLain & Winters
61 N. Huron St
Ypsilanti, MI 48197

Re: Majestic Lakes
50-foot lot home standards

Mr. Winters,

As requested during the first reading of the Majestic Lakes Planned Development (PD20) during the July 21, 2015 Board meeting, please find below the recommended exterior standards relating to the proposed residential structures to be constructed on the 50-foot wide lots:

- All homes shall maintain a minimum 5-foot side yard setback in order to maintain the minimum structure separations as required by the adopted Michigan Residential Code.
- There shall be a minimum of 50% face brick or stone on the front façade.
- There shall be a face brick or stone hip wall at least 3-feet above finished grade on the side and rear elevations.
- On the side of the structure where the garage door is located, the exterior wall surface above the garage door shall be treated with the same material as the remainder of the wall adjacent to the door.
- With the exception of the front façade encumbered by an attached garage, the remaining portion of the front façade shall include a covered front porch; at least 6-feet in depth and 2-feet above finished grade.

These recommendations are intended to maintain the "cottage home" type environment of the neighborhood as mentioned by the developer while also maintaining higher quality exterior materials in exchange for the requested 50-foot wide lots.

Should it be helpful, I am happy to discuss any of these recommendations in greater detail in order to assist this project moving forward.

If you should have any questions, please do not hesitate to contact me.

Majestic Lakes – 50-foot Lot Recommendations
September 8, 2015

Sincerely,

Joe Lawson

Joe Lawson
Planning Director

Exhibit 'D'

Lakewood Farms Development Agreement

LAKEWOOD
PLANNED DEVELOPMENT AGREEMENT

This Planned Development Agreement (“Agreement”) is entered into on the date last signed by Blue Majestic LLC, a Michigan limited liability company, whose address is 32400 Telegraph Road, Suite 100, Bingham Farms, MI 48025, including its successors and assigns (“Blue Majestic”) and the Charter Township of Ypsilanti, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (“Township”).

Recitals

A. In approximately, April of 2002, Tuttle Hill Ventures, L.L.C., a Michigan limited liability company, whose address is 30100 Telegraph Road, Suite 366, Bingham Farms, Michigan 48025 (the “Original Developer”), held fee simple title to certain real property in the Township consisting of 254.9 acres located on the south side of Textile Road, between Tuttle Hill Road and Bunton Road, which real property is described on Exhibit A (the “Property”).

B. The Original Developer applied to the Township for approval to develop a condominium planned development, known as Lakewood (the “Project” or “Lakewood”) pursuant to Article XIX, Ypsilanti Township Zoning Ordinance.

C. The Project consists of 415 units in four separate condominiums consisting of 72 multiple family units ("The Ponds at Lakewood"), 130 duplex units ("Lakewood Villas"), 97 detached condominium units ("Lakewood Pointe") and 116 single family site condominium units ("Lakewood Estates"). The foregoing condominium projects are sometimes collectively referred to as the "Condominiums" and individually as a "Condominium". The Project received PD Stage I and PD Stage II final site plan approval from the Township.

D. A separate condominium association was formed with respect to each Condominium.

E. A master association will be formed to maintain and govern the open space and shared facilities within the Project.

F. On April 23, 2002, the Township's Planning Commission reviewed the Original Developer's request to rezone the Property from RM-2 (Multiple Family) and R-3 (Single Family Residential) to PD (Planned Development), along with the Original Developer's application for PD Stage I Preliminary Site Plan Approval, which recommendations of approval were forwarded to the Township Board.

G. On May 21, 2002, the Township Board reviewed and approved the Original Developer's PD Stage I Preliminary Site Plan to which changes were given administrative approval on June 11, 2003, copies of which are on file with the Township

H. The Township Board rezoned the Property to PD.

I. On October 5, 2004, the Original Developer, the Township and the Washtenaw County Road Commission ("WCRC") entered into a Road Improvement Agreement, which was approved by the Washtenaw County Circuit Court and

incorporated in a Declaratory Judgment, case number 05-3 -CK. The Original Developer completed its obligations under the Road Improvement Agreement.

J. On April 26, 2005 the Township's Planning Commission reviewed the Original Developer's PD Stage II Final Site Plan for The Ponds At Lakewood with the Planning Commission's recommendations of approval being forwarded to the Township Board.

K. On May 17, 2005, the Township Board reviewed and approved the Original Developer's PD Stage II Final Site Plan for The Ponds At Lakewood.

L. On August 1, 2006, the Township Board reviewed and approved the Original Developer's PD Stage II final site plan for the remainder of the Project, also known as Lakewood South, a copy of which is on file at the Township.

M. The approved PD Stage II final site plans for the Project are 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 planned development.

N. Master Deeds have been recorded with respect to 72 units within the Ponds At Lakewood, 80 units within Lakewood Villas, 97 units within Lakewood Pointe and 72 units within Lakewood Estates.

O. The Original Developer substantially completed the development of the Condominiums, including the areas of future development for each Condominium other than the future development areas for Lakewood Estates and Lakewood Villas that are located east of the 72 developed units in Lakewood Estates (the "Undeveloped Land"), in

accordance with the approved PD Stage I and PD Stage II final site plans, including without limitation, the installation of all necessary infrastructure, such as, but not limited to, water mains, sanitary sewers, storm sewers, drainage facilities, roads, curbs and gutters, without the necessity of special assessments by the Township (except for streetlights). Building permits are available for the units within each Condominium (other than the Undeveloped Land) upon the completion of certain punch list items and the posting of the necessary performance guaranties for the completion of the final road wearing course, street lights, street trees and certain common area and open space landscaping within and/or adjacent to the applicable portion of a Condominium, in accordance with this Agreement.

P. On December 20, 2011, Blue Majestic became the fee simple owner of Lakewood Estates, Lakewood Villas, Lakewood Pointe and the vacant units within the Ponds At Lakewood. On May 14, 2012, the Township Board re-approved the PD Stage I and Stage II final site plans for the Project.

Q. Blue Majestic desires to immediately obtain building permits for the 72 developed units within Lakewood Estates, to obtain building permits for the remaining developed portions of the Project on a staged basis, and to develop the Undeveloped Land at a future date.

R. Section 1916 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 (Planned Development) district, which shall be binding upon the Township, developers and their successors in interest and assigns. However, the Original 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.

S. The Township and Blue Majestic 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 developed portions of the Project and to address the development of the remainder of the Project in accordance with the applicable portions of the PD Stage I and Stage II final site plan approvals, as the same may be amended by this Agreement and to comply with Section 1916 of Article XIX of the Township's Zoning Ordinance.

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 the final approval of the Project, the parties agree as follows:

Article I

General Terms

1.1 **Recitals Part of Agreement.** Blue Majestic 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.

1.2 **Rezoning to PD District.** The Township acknowledges and represents that the Property has been rezoned from RM-2 (Multiple Family) and R-3 (Single Family

Residential) to PD (Planned Development) district for the development of Lakewood and for purposes of recordation shall be referred to as Planned Development No. 14.

1.3 Approval of PD Stage II – Final Site Plan. The PD Stage II final site plans 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 plans remain in effect as of the date of this Agreement.

1.4 Conditions of PD Stage II Final Site Plan Approval. Blue Majestic and Township acknowledge that the approved PD Stage II final site plans for the Project incorporate the approved conditions and requirements pertaining to the final site plans that were adopted by the Township Board in its resolutions, based upon the recommendations of the Township's Planning Commission, the Community Economic Development Department, and the professional consultants retained by the Township, as set forth in the Township's letters of May 10, 2005 and August 2, 2006, copies of which are on file with the Township.

1.5 Agreement Running with the Land. The terms of this Agreement shall be deemed to benefit the Property described on Exhibit A; shall be deemed a restrictive covenant which shall run with the land and be binding upon, and inure to the benefit only

of the parties, their successors-in-interest, and assigns. This Agreement may not be modified or rescinded except in writing by the parties or their respective successors in interest or assigns in accordance with Section 3.1 below. Regardless of any statement or inference in this Agreement to the contrary, no person or entity who is not a party or the successor of a party shall be deemed a beneficiary of this Agreement nor shall such person or entity have any other rights in reliance on this Agreement or development and shall have no right to enforce this Agreement or any covenants or restrictions agreed to by the parties or their successors in interest.

Article II

Provisions Regarding Development of the Condominiums

2.1 Permitted Principal Uses: The only permitted principal uses within the Condominiums shall be single-family and multiple 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 Issuance of Building Permits for Units: The Project, other than the Undeveloped Land, has been developed in accordance with the approved PD Stage II final site plans. Blue Majestic, or its successors or assigns, shall have the right to obtain building permits for Lakewood Estate units 1 through 72, inclusive, upon the completion of the punch list items that have been identified by the Township Community & Economic Development Department and the posting of performance guaranties for the completion of the final road wearing course, street lights, street trees and certain common

area and open space landscaping within the portion of Lakewood Estates Condominium that contains the 72 units, in accordance with Section 2.20 below. Blue Majestic, or its successors or assigns, shall be entitled to obtain building permits for units within the other developed portions of the Project upon the completion of the punch list items that are identified by the Community & Economic Development Department, in consultation with the Ypsilanti Community Utilities Authority (“YCUA”), the Washtenaw County Water Resources Commission (“WCWRC”) and the Washtenaw County Road Commission (“WCRC”), and the posting of performance guaranties for the completion of the final road wearing course, street lights, street trees and certain common area and open space landscaping within the portion of the Condominium for which Blue Majestic has requested building permits, in accordance with Section 2.20 below. A punch list shall consist only of those items that are required to comply with the approved PD Stage II final site plans for the applicable portion of the Project. Blue Majestic shall have the right, but not the obligation to develop all or a portion of the Undeveloped Land in accordance with the approved PD Stage II final site plans. The Project shall be deemed to be “vested” and this Agreement shall continue in effect unless and until this Agreement is terminated by Blue Majestic and the Township.

2.3 Architectural Types. The Project was initially envisioned as containing four architectural types of homes. The Ponds at Lakewood consists of 72 units in 9 separate 8 unit buildings clustered at the north side of the development. Lakewood Estates consists of 116 approximately 60’ by 140’ site condominium units located on the south side of the Project, of which 72 units have been developed. Lakewood Pointe is located on the west central portion of the development and consists of 97 detached

condominium units, all of which have been developed. Lakewood Villas is located north of Lakewood Estates and south of Lakewood Pointe and consists of 65 two family dwellings totaling 130 units, of which 80 units have been developed.

2.4 Open Space Areas: The Original Developer recorded against the Project the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions dated May 18, 2007 and recorded in Liber 4627, Page 74 Washtenaw County Records ("Declaration"), which identifies the open space for the Project (the "Open Space"). The Open Space is also subject to an Agreement for Conservation Easement dated January 18, 2005, between the Original Developer and the Michigan Department of Environmental Quality, and recorded in Liber 4476, Page 906 Washtenaw County Records (the "Conservation Easement"). The Declaration and Conservation Easement govern the use and maintenance of the Open Space, in accordance with this Agreement. Blue Majestic shall form a non-profit corporation (the "Lakewood Association") to own and maintain all Open Space within the Project (including the actual lakes) not contained in the four (4) Condominiums, as shown on the PD Stage II Final Site Plans. Each Condominium unit owner shall have the non-exclusive right to use the Open Space owned by Lakewood Association for the purposes provided in this Article II and in accordance with the provisions of the Declaration, the Conservation Easement, the Master Deed and the Bylaws for each Condominium and in accordance with such rules and regulations as may be adopted by the Lakewood Association or the respective Condominium associations. The Township acknowledges that the Open Space areas delineated on the approved PD Stage II Site Plans, including the lakes, 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 Developer or Blue Majestic pursuant to the PD Stage II final site plans or any amendment thereto. Although no other improvements are currently contemplated, upon due application by Blue Majestic and approval by the Township, the PD stage II final site plans 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, residential building sites, dwellings, and such other improvements as may be approved by the Township from time to time pursuant to plans approved by the Township.

2.5 Responsibility of Lakewood Association to Preserve, and Maintain the Open Space Areas. The Lakewood Association shall preserve and maintain the lakes and Open Space subject to the right of Blue Majestic to install, preserve, retain, maintain and repair the condominium improvements which are identified in the PD Stage II final site plans, as may be amended from time to time, and/or the plans and specifications for the Condominiums which have been or may hereafter be approved by the Township. The Lakewood Association shall be responsible for removing any man-made debris that is deposited in the Open Space. The Lakewood Association may establish reasonable rules for the regulation, maintenance and upkeep of the Open Space, including improvements, if any. Nothing in this Agreement shall prevent Blue Majestic from imposing in the

Declaration or any Master Deed, or amendments thereto, more restrictive terms and provisions with respect to the use of any portion of the Open Space. The Lakewood Association shall be governed by a Board of Directors. Blue Majestic shall have the right to appoint the members of the Lakewood Association Board of Directors during the time that Blue Majestic owns 20% or more of the available units or any other portion of the Project. Thereafter, the Board shall consist of one director from each Condominium Association. 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 Declaration, and subject to the right of Blue Majestic, while it continues to own any units within the Condominiums or any other portion of 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 plans, as may be amended from time to time, and/or the plans and specifications for the Condominiums which have been or may hereafter be approved by the Township. The Lakewood Association shall establish and levy assessments against the units within the all Condominiums for the purpose of performing the Lakewood Association's maintenance obligations with respect to the Open Space and for other proper purposes of the Lakewood Association. The Lakewood Association's assessment rights and each unit owner's assessment obligations are more fully set forth in the Declaration.

2.6 Township Right to Enforce Open Space Area Obligation. In the event the Lakewood 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 Lakewood Association by certified mail, setting forth the manner in which the

Lakewood 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.

2.7 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 assumes the responsibilities and liability of the developer with respect to such portion of the Project.

2.6 Master Deeds and Bylaws. The Master Deeds and Bylaws for each of the four (4) condominiums have been approved by the Township and were recorded with the Washtenaw County Register of Deeds in Liber 4627, Page 75 (Lakewood Pointe), Liber 4627, Page 76 (Lakewood Estates), Liber 4627, Page 76 (Lakewood Villas) and Liber 4507, Page 663 (The Ponds). Blue Majestic shall have the right to re-name one or more of the Condominiums in its discretion.

2.7 Formation of Condominium Associations. The Original Developer formed a separate Michigan non-profit corporation for the administration of such Condominium (individually, an "Association"). However, with the exception of the Ponds Association, the Associations have been dissolved. Prior to the issuance of building permits within a Condominium, Blue Majestic shall either file the necessary instruments to reinstate the Association for the applicable Condominium or form a new Association to administer such Condominium. Blue Majestic shall have the right to change the name of an Association in its discretion. Each Association shall be responsible for maintaining the general common element areas of its respective Condominium for the common use and benefit of all residents and owners of units within such Condominium. Every owner of a unit shall be a member of an 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 Blue Majestic is entitled to appoint the directors of an Association, Blue Majestic shall notify the Township Clerk and Community Watch Specialist of the names and addresses of each Director of such Association within seven (7) days of their appointment by Blue Majestic.

2.8 Association Assessments. Each Condominium Association shall establish and levy assessments against the units within its respective Condominium for the purpose of performing the Association's maintenance and repair obligations with respect to any general common elements within the Condominium 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 such Condominium.

2.9 Storm Water Management. No part of the storm water detention areas within the Project shall be allowed to remain unkempt. All grass and growth shall be maintained and cut in accordance with Township ordinances. The inlets and outlets shall be kept functioning.

Without abrogating or limiting Blue Majestic's continuing responsibility to maintain the detention areas during the period of construction, Blue Majestic shall cause Lakewood Association or each Condominium Association to assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, etc., 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 has inspected the required improvements and is reasonably satisfied they are proper and complete. Upon the completion of the storm water and detention facilities within a portion of a Condominium and the approval of such storm drainage and detention facilities by the WCWRC, the Association of the Condominium that contains such facilities shall be responsible for the maintenance of such storm drainage and detention facilities and Blue Majestic shall have no further maintenance obligations in connection therewith.

In the event Blue Majestic and/or the Associations at any time fail to maintain or preserve the detention areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner's Office may serve written notice by certified mail upon Blue Majestic and the applicable Association, as applicable, setting forth the deficiencies in Blue Majestic's or the

Associations' maintenance and/or preservation of the detention areas, inlet and outlet areas, etc., 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, etc., 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%) percent surcharge for administrative costs, shall be assessed equally against each unit within the applicable Condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the detention areas, the inlet, and outlet areas and the Township's right to enforce this obligation against Blue Majestic and/or the Associations and/or the unit owners in the Condominiums are set forth in the Master Deeds and Bylaws for the Condominiums.

2.10 No Disturbance of Wetlands. No regulated wetlands within a Condominium 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.

2.11 Applicable Yard Setbacks. The parties acknowledge that the PD Stage II final site plans identify, for each unit within the Condominiums, 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 Condominiums. 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.

2.12 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 plans and the construction plans which have been prepared in accordance with the approved final site plans, 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, this Agreement, the PD Stage II final site plans and the detailed construction plans shall control and variances shall not be required.

2.13 Development Review. The PD Stage II final site plans, detailed construction plans for the Condominiums, and homes to be built within the Condominiums, 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 condominiums that became effective after August 1, 2006, the date of the approval of the PD Stage II final site plans

for Lakewood South. Detailed construction plans for land development have been reviewed and approved taking into consideration this Agreement, the final site plans, 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.

2.14 Public Roads. All roads within the Condominium, except for those in the Ponds at Lakewood, shall be public streets, hard surfaced and constructed in accordance with the standards of the WCRC as approved. The roads in the Ponds at Lakewood are hard surfaced and have been constructed in accordance with the standards of the Township Private Road Ordinance, No. 97-174, as amended. During the various stages of road construction, Blue Majestic shall notify the Township Office of Community Standards 72 hours before all scheduled inspections by the WCRC, including but not limited to the following, if completed by Blue Majestic:

- a. finished sub grade surface,
- b. underground drainage and all utility installation,
- c. completed subbase,
- d. completed base course,
- e. concrete placement,
- f. bituminous placement.

Blue Majestic shall also provide the Township Office of Community Standards with copies of all inspection reports prepared and/or generated by the WCRC and provided to Blue Majestic in conjunction with the aforementioned paragraph, including but not limited to inspection reports for the various stages of road construction identified

as a-f above. To the extent not previously performed by the Original Developer, Blue Majestic shall provide a plan for signs and installation of street name signs within any portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits, according to WCRC specifications, and shall install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public.

2.15 Installation of Interior Sidewalks. Blue Majestic shall cause sidewalks to be installed within each portion of a Condominium for which Blue Majestic has requested and has been approved for the issuance of building permits, at the locations shown on the PD Stage II Site Plans. The Township acknowledges that Blue Majestic intends to contractually delegate the obligation to install all sidewalks to the builders who construct the residences upon the units in the Condominiums. All sidewalks installed within a Condominium shall be maintained by the Association for such Condominium or the co-owners of the units, as provided in the Master and Bylaws for each Condominium. Upon the completion of any other general common element improvements within a Condominium, the Condominium Association shall be responsible for the maintenance and repair of such improvements, and Blue Majestic shall have no further obligation or liability in connection therewith once said improvements have been inspected and approved by the Office of Community Standards.

2.16 Public Sewer and Water. The Condominiums have been, and any portions of the Undeveloped Land that are developed 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. The

Condominiums have been developed with public water mains as approved by YCUA and the Michigan Department of Public Health, and any portion of the Undeveloped Land that is developed 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 the Project, including but not limited to engineering inspections, shall be paid by Blue Majestic, or its successors or assigns (e.g. builders or homeowners). In no event shall the Township be responsible for reimbursing Blue Majestic, its successors and assigns or any unit owner for costs incurred as required under this Section.

2.17 Easements for Sewer and Water. To the extent not previously done so by the Original Developer, Blue Majestic shall dedicate all necessary easements to the Township for the construction and maintenance of public sanitary sewers and water within each portion of the Project that has been developed.

2.18 Street Lighting. To the extent not previously done so by the Original Developer, Blue Majestic shall petition the Township for the creation and establishment of 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 Lakewood Estates, Lakewood Villas and Lakewood Pointe. Street lighting in the Ponds of Lakewood will be private, and maintained by the Ponds at Lakewood Association. The creation and establishment of the special assessment district for the purpose of street lighting shall be finalized for the portion of the Project for which building permits are requested prior to the issuance of certificates of occupancy within

such portion of the Project. Upon the creation and establishment of the special assessment district for purposes of street lighting, Blue Majestic shall install within each special assessment district for which Blue Majestic has requested and has been approved for the issuance of building permits, street lighting which meets or exceeds the minimum residential street lighting standards of the DTE Energy and such installation shall be completed prior to the issuance of certificates of occupancy in such portion of the Project.

2.19 Letter of Credit for Improvements in Open Space. The Original Developer provided a layout to the Township showing all Open Space improvements which are proposed to be installed. With respect to each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits, Blue Majestic will obtain an irrevocable letter of credit or cash in favor of the Township or other governmental entities to secure the cost of the open space improvements within or associated with such portion of the Project. The letter of credit shall be based on specifications and estimates prepared by Blue Majestic in an "itemized estimate" to the Township and approved by the Office of Community Standards. All such improvements shall be installed as agreed upon between Blue Majestic and the Township and in accordance with the Final Landscape Plan approved by the Township and any amendment agreed to by Blue Majestic and the Township. As the improvements are made, the Township shall from time to time refund to Blue Majestic the amount allocated to the completed work, and, if Blue Majestic has posted a letter of credit, the Township shall allow the substitution of such letter of credit with a reduced letter of credit for the amount of the incomplete work.

2.20 Payment in Lieu of the Construction of Tennis Courts, Associated Parking, and Playground Amenities Required in the Condominium Development for Lakewood Villas. The approved PD Stage II final site plans for the Project identify tennis courts, associated parking and playground amenities within the Condominium development of Lakewood Villas. In lieu of being obligated to install the foregoing recreational amenities, Blue Majestic agrees to remit to the Township the sum of Fifty Three Thousand, Dollars (\$53,000.00) concurrent with the Township's issuance of the first building permit following the date of this Agreement, and Blue Majestic shall remit to the Township the additional sum of Fifty Three Thousand Dollars (\$53,000) on the earlier to occur of the date on which the fiftieth (50th) building permit has been issued for the Project following the date of this Agreement or the third (3rd) anniversary of the date of this Agreement. However, if prior to the date the second payment installment is due, Blue Majestic installs or improves any recreational amenities within the Project pursuant to plans approved by the Office of Community Standards and Blue Majestic provides to the Office of Community Standards reasonable evidence of the costs incurred by Blue Majestic, the amounts paid by Blue Majestic for the installation or improvement of recreational amenities shall be credited against the second Fifty Three Thousand Dollar (\$53,000) payment to the Township. For example, if Blue Majestic incurs \$43,000 to install or improve recreational amenities, the second payment installment will be \$10,000 and if Blue Majestic incurs greater than \$53,000 to install or improve recreational amenities, the second payment installment will be zero. Blue Majestic acknowledges that if it incurs greater than \$53,000 to install or improve recreational amenities, the

Township shall have no obligation to refund any portion of the first \$53,000 payment made by Blue Majestic to the Township under this Section.

Upon the payment to the Township of the sum of One Hundred Six Thousand Dollars (\$106,000) less any credit for the cost of any recreational amenities installed or improved by Blue Majestic, Blue Majestic shall be released from any further obligations with regard to providing the above referenced recreational amenities within Lakewood Villas.

2.21 Escrows for Infrastructure Improvements. Blue Majestic 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 within any portions of the Project for which Blue Majestic has requested and has been approved for building permits or for any portion of the Undeveloped Land that Blue Majestic is developing, including, mass grading, underground and site improvements such as, but not limited to, water mains, sanitary sewers, WCWRC storm sewers, sidewalks, bike paths and footpaths, parking lot lights, retention ponds and any other site improvements required by the Township, with respect to the portions of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits and any portion of the Undeveloped Land being developed by Blue Majestic. Blue Majestic may satisfy the foregoing escrow requirement in all or in part by escrow agreements 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, Blue Majestic shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. Blue Majestic shall deliver to the Township Treasurer's office copies of all such escrow agreements with other governmental entities. The amount required to be escrowed may be reduced incrementally as improvements within such portions of the Project are accepted and approved and the Township agrees that, at Blue Majestic's request, funds held in escrow by the Township will be released to Blue Majestic for completed portions of the Project. The Township will use its good faith commercially reasonable efforts to release such funds to Blue Majestic within thirty (30) days from the Township's receipt of a written request for payment from Blue Majestic, and in any event, such funds shall be released by the Township to Blue Majestic's within forty-five (45) days from the Township's receipt of a written request for payment from Blue Majestic.

2.22 Street Trees. Blue Majestic shall install or cause to be installed trees within the street right-of-way line of each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits, in accordance with the approved Final Landscape Plan with respect to the Condominiums and any amendments thereto approved by the Township. Where necessary or advisable due to site conditions, sight requirements of the WCRC, the location of public or private utilities or similar factors, such street tree installation may deviate from the Final Landscape Plan, provided that the Plan's average separation is maintained throughout the Condominiums. To secure such obligation for any portion of the Projects for which Blue Majestic has requested and has been approved for the issuance of building permits, Blue Majestic shall post with the Township security, plus a 10% inspection fee, for such street tree

installation in the form an irrevocable bank letter of credit or check to the Township in an amount reasonably determined by the Township necessary to secure the installation of street trees within such portions of the Project. Blue Majestic may contractually assign these street tree installation obligations to a third party, including residential builders, provided Blue Majestic remains directly liable for the installation of street trees in the applicable portions of the Project. However, Blue Majestic may be relieved of these street tree installation obligations for a particular unit and Blue Majestic's security obligation shall be reduced pro-rata if a third party replaces Blue Majestic's security with its own security. Blue Majestic shall be responsible for replacing any street tree on a particular unit which is determined by the Township's inspector within one (1) year after such street tree's installation to be diseased, dead or dying; provided that, if a third party has posted the security for the installation of the applicable street tree, such third party shall be responsible for the replacement of such tree. Following the expiration of such one (1) year period, the applicable Association or the unit owners shall have the obligation to replace diseased, dead or dying street trees, as provided in the Master Deed for each Condominium and Blue Majestic and/or its assignee shall have no further obligations in connection therewith. The Township shall reduce Blue Majestic's security, on a pro rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Blue Majestic retains with the Township security to cover the reasonable cost of inspection by the Township.

2.23 Monuments/Corner Markers. In the event the Original Developer did not install all required monuments and unit irons within the developed portion of the Project, Blue Majestic shall post with the Township security for the placement of

monuments and corner markers for each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits and Blue Majestic shall post with the Township security for the placement of monuments and unit irons for any portion of the Undeveloped Land being developed by Blue Majestic. Such security shall be in the form of an irrevocable bank letter of credit or check to the Township in the amount required under Ordinance No. 74, Article 21, Section 2116, also known as the Township's Condominium Ordinance. The security shall be released to Blue Majestic if the Township is furnished a statement from a surveyor that he has caused all of the monuments and unit irons shown on the final site plan for the applicable portion of the Project to be located in the ground.

2.24 Construction Access. Blue Majestic shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from a 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 Blue Majestic. Blue Majestic further agrees to direct all truck traffic onto paved roads whenever possible.

2.25 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 developed portion of the Project have been constructed in accordance with this Agreement, the PD Stage II final site plans and engineering plans reviewed by the Township. With respect to each portion of the

Undeveloped Land that is developed by Blue Majestic, Blue Majestic shall furnish a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within such portion of the Undeveloped Land have been constructed in accordance with this Agreement, the PD Stage II final site plans and engineering plans reviewed by the Township. In addition, following the completion of the roads within a portion of the Project, Blue Majestic shall furnish evidence reasonably satisfactory to the Township that the public roads installed by the Original Developer or Blue Majestic within such portion of the Project have been determined by WCRC to be constructed in conformance with WCRC specifications and have been dedicated to and accepted by WCRC.

(B) The Township acknowledges receipt of "as built" engineering plans (3 copies, microfilmed), reviewed and approved by the Township Engineer, showing all site improvements installed within the developed portion of the Project per Township specifications. Following the completion of any portion of the Undeveloped Land that is developed by Blue Majestic, Blue Majestic shall furnish "as built" engineering plans (3 copies, microfilmed), reviewed and approved by the Township Engineer, showing all site improvements installed within the developed portion of the Undeveloped Land per Township specifications. 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.

(C) Blue Majestic shall furnish a "project engineer's certificate" for each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits, and any portion of the Undeveloped Land being

developed by Blue Majestic, indicating that all soil erosion and sedimentation measures for such portion of the Project have been compiled with, according to local Ordinance #102 and part 91 of Act 451 of the Public Acts of 1994.

2.26 Underground Utilities. To the extent not previously installed, Blue Majestic shall cause to be installed underground within each portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits and within each portion of the Undeveloped Land being developed by Blue Majestic, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. Blue Majestic shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not established by the Original Developer.

2.27 Removal of Construction Debris. Blue Majestic shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within any portion of the Project for which Blue Majestic has requested and has been approved for the issuance of building permits and within any portion of the Undeveloped Land being developed by Blue Majestic and within two weeks of completion or abandonment of construction of such portion of the Project. Blue Majestic or their 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.

ARTICLE III

MISCELLANEOUS PROVISIONS

3.1 Modifications. This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement or their successors in title. Until all rights and responsibilities under this Agreement are turned over to the Associations, Blue Majestic and the Township shall be entitled to modify, replace, amend or terminate this Agreement by consent, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Property, including unit owners, mortgagees and others. After all rights and obligations under this Agreement are transferred to the Associations, the Associations, the Township and Blue Majestic (but only so long as the Blue Majestic owns and offers for sale any unit in the Condominiums or other portion of the Project) shall be entitled to modify, replace, amend or terminate this Agreement. However, Blue Majestic may, in its sole discretion, change the names of each Condominium for marketing purposes at any time before turnover, without requiring an amendment to this Agreement.

3.2 Pre-Construction Meeting with Builders; Plans and Elevations. The parties acknowledge that Blue Majestic intends that individual residences in the Condominiums will be constructed by one or more builders affiliated with Blue Majestic or by builders who have purchased units from Blue Majestic. Prior to a builder commencing the construction of detached dwellings within a portion of the Project, the proposed plans and elevations for the homes to be constructed by such builder within such portion of the Project shall be submitted to the Township Office of Community Standards for approval. In addition, prior to the commencement of construction within a

portion of the Project, Blue Majestic shall schedule a meeting among itself, the builder or builders within such portion of the Project and the Township's Office of Community Standards to review the applicable policies, procedures and requirements of the Township with respect to construction of the detached dwelling units within such portion of the Project.

3.3 Blue Majestic's Marketing Procedures. In recognition of the scope of this Project, Blue Majestic may utilize one sales trailer for each of the four (4) Condominiums until a model for each Condominium is constructed and approved by the Township for use by Blue Majestic. To expedite the removal of sales trailers, Blue Majestic may construct a model in each Condominium before utility installation is completed.

3.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

3.5 Approval by the Parties. This Agreement has been approved by Blue Majestic and the Township, as evidenced by the Township's governing body resolutions, dated _____, 20__.

3.6 Execution in Counterparts. 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.

3.7 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.

3.8. 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.

3.9 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties and their respective successors and assigns, and no third party is intended to, or shall have, any rights hereunder.

3.10 Joint Product of Parties. This Agreement is the result of arms-length negotiations between Blue Majestic and 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.

3.11 Easements. The Township shall accept all easements for public utilities and all roads except those in the Ponds of Lakewood.

3.12 Ratification of Agreement. The Township confirms and ratifies its agreements and undertakings as set forth in this Agreement.

3.13 Inspections. In consideration of the above undertakings to approve the condominiums, the Township shall provide timely and reasonable Township inspections as may be required during construction.

3.14 Recordation of Agreement. The Township will record this Agreement with the Washtenaw County Register of Deeds.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and date set forth above. This Agreement is not intended to create contractual rights for third parties. It may be enforced, amended or rescinded only by the parties or their successors in interest. The obligations of Blue Majestic contained here shall be binding on successors and assigns in ownership of the Condominiums.

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

EXHIBIT A

ENTIRE PARCEL

DESCRIPTION OF A 254.51 ACRE PARCEL OF LAND IN THE WEST ½ OF SECTION 26, T3S, R6E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the West ¼ corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence N89°51'07"E 50.00 feet along the East-West ¼ line of said Section 26 for a PLACE BEGINNING; thence N00°40'17"W 492.09 feet along the Easterly Right of Way line of Tuttle Hill Road (variable width); thence S89°39'35"E 528.04 feet; thence N00°40'17"W 495.14 feet; thence S89°52'12"E 736.71 feet; thence N00°50'53"W 1681.82 feet along the West line of the East ½ of the Northwest ¼ of said Section 26; thence S89°56'52"E 1309.51 feet along the North line of said Section 26 and the centerline of Textile Road (66.00 feet wide) to the North ¼ corner of said Section 26 (as monumented); thence S89°55'00"E 1110.09 feet along said North line and said centerline of Textile Road; thence S01°27'01"W 572.66 feet (recorded as 578.82 feet); thence S88°20'52"E 227.71 feet; thence S00°55'58"E 2064.38 feet along the East line of the West ½ of the Northeast ¼ of said Section 26; thence S89°30'11"W 1209.33 feet along the East-West ¼ line of said Section 26 to the Center of said Section 26 (as monumented); thence S00°34'23"W 1329.00 feet to the Northeast Corner of the Frank H. Clark Subdivision (as monumented) as recorded in Liber 10, Page 11, Washtenaw County Records, Washtenaw County, Michigan; thence S01°15'20"E 0.86 feet along the West line of said Frank H. Clark Subdivision (as monumented) S89°45'51"W 2606.78 feet along the South line of the North ½ of the Southwest ¼ of said Section 26; thence N00°39'24"W 959.17 feet along the West line of said Section 26 and the centerline of said Tuttle Road; thence N89°51'07"E 581.40 feet; thence N00°39'24"W 374.63 feet; thence S89°51'07"W 531.40 feet along said East-West ¼ line to the Place of Beginning, contain 254.79 acres of land, more or less. Excepting therefrom a 0.28 acre parcel of land being described as follows: Commencing at the North ¼ corner of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S89°55'00"E 1110.09 feet along the North line of said Section 26 and the centerline of Textile Road (66 feet wide); thence S01°27'01"W 33.01 feet; thence N89°55'00"W 120.00 feet along the Southerly Right of Way line of said Textile Road for a PLACE OF BEGINNING; thence S00°55'59"E 175.00 feet; thence N89°55'00"W 70.00 feet; thence N00°55'59"W 175.00 feet; thence S89°55'00"E 70.00 feet along the said South line of Textile Road to the Place of Beginning, containing 0.28 acres of land, more or less; The remaining parcel containing 254.51 acres of land, more or less, being part of Section 26, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan. Being subject to the rights of the public over the Northerly 33.00 feet thereof as occupied by Textile Road, also being subject to the rights of the public over the Westerly 33.00 feet thereof as occupied by Tuttle Hill Road, also being subject to easements and restrictions of record, if any.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk

From: Michael Radzik, Director
Office of Community Standards

Re: **Request to authorize litigation (if necessary) to abate property maintenance public nuisances located at 2061 Chevrolet Ave and 2124 Bomber Ave; funding is available in Nuisance Abatement Legal Services account 101-950.000-801.023 in an amount of \$20,000.**

Copy: McLain & Winters

Date: November 15, 2017

The Office of Community Standards has completed investigations of public nuisances at the following locations and requests authorization to engage in legal action to abate the nuisances if necessary.

2061 Chevrolet Ave

This single family home in the West Willow neighborhood entered mortgage foreclosure by Bank of New York Mellon on November 10, 2016. It remained occupied until August 10, 2017 at which time OCS requested that the bank register it, which it did not. OCS staff obtained and executed an administrative warrant to inspect the house on September 11, 2017. A Notice of Violation was subsequently issued for numerous code violations and the Certificate of Occupancy was revoked. One month later, Shellpoint Mortgage Servicing REO registered the house, which remains vacant and not repaired.

Authorization to engage in litigation is requested to engage with the corporate owner and return the property to productive use.



CHARTER TOWNSHIP OF YPSILANTI

2124 Bomber Ave

This single family home located north of Grove Rd between Bridge Rd and Rawsonville Rd is owned by Dakota and Sarah Harzberg. It came under proactive code enforcement on January 27, 2017 when Ordinance Officer Mike Gooden noticed the front exterior property was cluttered with a massive collection of discarded items and debris partially concealed behind a fence posted no trespassing. After standard efforts to gain compliance failed, OCS obtained a district court order to clean up the front yard. During execution of that order, OCS staff for the first time observed even more massive blight behind a fence in the rear yard, including several junk vehicles. OCS staff again attempted to gain voluntary compliance from the property owners and then obtained a second district court order for the remaining exterior blight abatement. OCS staff executed the second court order on September 29, 2017 and removed more blight and junk vehicles. During execution of the second court order after the yard was cleaned up, serious structural code violations were uncovered on the house itself. Rather than return to district court for the third time, OCS requests approval to elevate the case to circuit court in order to achieve lasting results.



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

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)

November 12, 2017

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry J. Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Communications Site Lease Agreement (Ground)

Site: Crown Castle – Site #BU:829178/PPAB2715153v2 –
2801 Holmes Road also commonly referred to as YCUA site

- RE:**
- 1. Request to Place on the November 21, 2017 Township Board Agenda the Proposed “Letter of Agreement” from TowerPoint Capital Regarding the Potential Purchase of the Cell Tower Lease that Currently Exists Between Ypsilanti Township and Crown Castle Commonly Known as CC TM PA LLC for the Location at 2801 Holmes Road also Referred to as the “YCUA Site” for the Lump Sum Payment of \$175,000 Along with the Proposal of TowerPoint to Share on a 50/50 Basis Additional Revenue (See Email Received from Senior Director of Acquisitions Joe Tarantino on November 7, 2017)**
 - 2. Confirmation that if the Board Proceeds to Authorize Supervisor Brenda L. Stumbo and Clerk Karen Lovejoy Roe to Execute the Required Documents Pertaining to the Proposed Letter of Agreement, it will still be Necessary for the Final Documents to be Approved by the Township Board at a Future Date**
 - 3. Copy of Letter to TowerPoint Senior Director of Acquisitions Tarantino Confirming that the Proposed Letter of Agreement as well as the Additional Revenue Sharing will be Submitted to the Township Board for Consideration at the November 21, 2017 Board Meeting**

Township Board
Re: 2801 Holmes Road
November 12, 2017
Page 2

Dear Board Members:

As a follow up to my previous letter dated **November 5, 2017** (a copy of which I have attached for your convenience), I would appreciate if this proposal previously received from TowerPoint Capital regarding the potential purchase of the cell tower lease that currently exists between the Township and Crown Castle for the location at 2801 Holmes Road be placed on the **November 21, 2017** agenda for consideration. As noted in the **November 5, 2017** letter, TowerPoint has agreed to increase its initial lump sum proposal from **\$168,500** to **\$175,000** and likewise has agreed to share on a 50/50 basis "**additional revenue**" from this location.

Again, as discussed in the **November 5** letter, the Township did agree back on **January 27, 2015** to grant Crown Castle (in exchange for a one time payment of **\$7,500**) a five year option "**...to lease up to a maximum of 1,250 square feet of real property adjacent to the existing premises at a location to be determined at tenant's sole discretion on the same terms and conditions as set forth in the Agreement.**" This is what Director Tarantino is referring to as the 50/50 sharing of any revenue generated from new tenants in the event Crown Castle exercises their option prior to **January 27, 2020**. I have also attached for your convenience a copy of the "**Second Amendment to Communications Site Lease Agreement**" dated **January 27, 2015** which also confirms that Crown Castle also has a "**Right of First Refusal**" to match the offer being submitted by TowerPoint Capital. Thus, in the event the Township Board does approve to move forward with the proposal by TowerPoint, Crown Castle does have sixty days to determine whether to match this proposal.

During my previous discussions with TowerPoint Senior Director of Acquisitions Joe Tarantino, there is somewhat of a symbiotic relationship between TowerPoint and Crown Castle and apparently both companies have an ongoing relationship to the extent that TowerPoint does not envision Crown Castle exercising their "**Right of First Refusal.**" Crown Castle may, however, exercise their option to expand their lease hold rights by an additional 1,250 feet which, if so exercised, would result in additional revenue being shared between the Township and TowerPoint on a 50/50 basis.

I have attached for your files a copy of the most recent email received from Senior Director Tarantino confirming the foregoing and, as noted in my letter to him (a copy of which is attached hereto), the final documents will cover all of these matters in greater detail and will ultimately be submitted to the Township

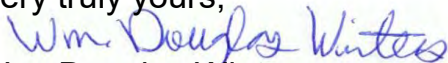
Township Board
Re: 2801 Holmes Road
November 12, 2017
Page 3

Board once Crown Castle has determined whether or not it wishes to match the proposal being submitted by TowerPoint.

As we have also discussed on various occasions, this location does not have the same value as the two cell tower locations located on S. Huron River Drive as evident by the annual lease payments for the two cell towers on S. Huron River Drive which currently exceed **\$23,000** per year with 3% annual increases. The annual rent for the Holmes Road location is currently at **\$18,900** per year and will increase to **\$19,845** in August of 2020 for a period of five years. There is a so-called "**rent holiday**" in 2026 after which annual rent will resume for another five year period at **\$20,837.25**. Thus, in 2031 the annual rent for this location will be significantly less than what we are currently receiving for the other two locations that are under contract with SBA. This is one of the reasons why SBA was not interested in making an offer for 2801 Holmes Road and, from what I have been able to gather during this time from other sources within this industry, the current offer from TowerPoint Capital is as good as it is going to get for the near term.

Furthermore, as noted in the **November 7** email from Director Tarantino, under this proposal TowerPoint will "**...absorb any rent holidays, rent reductions, technology changes; basically any future risk, and you [Ypsilanti Township] can utilize the funds now.**" In any event, since the proposal submitted by TowerPoint expires on **November 30, 2017**, the **November 21** meeting is the appropriate time and place for the Board to either accept or reject this proposal. Once you have had an opportunity to review this correspondence and attachments, if you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

js/enc.

cc: Trustees
Mike Radzik
Linda Gosselin
Brian McCleery
Javonna Neel
Dennis O. McLain

Submitted by: Joe Tarantino, Ph: (678) 987-2686, Email: joe.tarantino@towerpoint.com

October 31, 2017

Town of Ypsilanti MI
7200 S Huron River Dr
Ypsilanti, MI 48197

Re: Letter Agreement to Purchase Interest in Wireless Site

Dear Doug Winters:

TowerPoint Capital, LLC ("TowerPoint") is pleased to present you this Letter Agreement to acquire your wireless lease(s). If there are available future revenue opportunities, they will be specifically listed in the basic terms section. The basic terms are outlined below:

Purchase Price: **\$175,000.00** paid in a lump sum at closing.

Landlord's share of additional revenue generated under TowerPoint Site Management Agreement: **50%**

Landlord's share of New Tenant Rent: **50%** (New Tenant Rent will be generated from tenants collocating equipment on the equivalent of up to 250 sq. ft. adjacent to the existing tower installation.)

TowerPoint pays for due diligence costs, the title insurance policy, and standard closing costs. Each party bears its own legal expenses. Landlord pays transfer/stamp or other tax (if any) and recording fees. Purchase price shall be pro-rated at closing based on interim monthly or annual rent payments and a rent check redirection period of the two (2) months following closing. Landlord shall retain rent checks for pro-rated periods and during the redirection period.

In consideration of \$100 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you agree to grant TowerPoint and its successors and assigns, including its asset holding company TowerPoint Acquisitions, LLC, an exclusive right to purchase your interest in the Lease ("Lease" as further described in Exhibit A) through an assignment of the Lease and the grant of a perpetual term telecommunications easement across the existing Lease premises and such other areas as described herein within 90 calendar days of the date you countersign this letter ("Exclusivity Period"). During the Exclusivity Period, you agree not to directly or indirectly solicit, initiate or participate in any discussions or negotiations with, or encourage or respond to any inquiries or proposals by any persons, company or group other than TowerPoint concerning your Lease. You agree to promptly notify TowerPoint if any person, company or group seeks to initiate any discussions regarding your Lease. You further agree to keep the terms and conditions of this letter strictly confidential during the Exclusivity Period and for thirty (30) days thereafter. To facilitate a timely close, you agree to deliver to TowerPoint the required due diligence items listed in Exhibit B. If delivery of these items is delayed, the Exclusivity Period will be extended for the length of the delay while you collect the items and deliver them to TowerPoint. You agree to work in good faith with TowerPoint to close this transaction.

To the extent the terms of this Letter Agreement represent an offer by TowerPoint, the terms herein expire after October 31, 2017 if this Letter Agreement is not mutually executed. TowerPoint reserves the right to change the terms of this Letter Agreement following expiration.

Sincerely,
TowerPoint Capital, LLC

Accepted and Agreed:
Town of Ypsilanti MI

Jesse M. Wellner, Chief Executive Officer
October 31, 2017

Landlord's Signature _____ Date _____

Print Name: _____

Title: _____

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

November 3, 2015

Mr. Larry Doe
Ypsilanti Township Treasurer
7200 S. Huron River Drive
Ypsilanti, MI 48197

Dear Treasurer Doe:

Please find attached payment in the form of a check from CC TM PA LLC (ck#181606) in the amount of \$7,500.00. This payment is in relation to the agreed upon amendment to the current lease associated with the wireless communication tower located at 2801 Holmes Road.

Please deposit the attached check in to account # 101.000.000.667.000.

If you have any questions, please feel free to call.

Sincerely,

Joe Lawson

Joe Lawson
Planning Director

cc: Brenda Stumbo, Supervisor (w/o enclosures)
Karen Lovejoy-Roe, Clerk (w/o enclosures)
Doug Winters, Attorney (w/o enclosures)

CC TM PA LLC
2000 CORPORATE DRIVE
CANONSBURG PA 15317
724-416-2000

JPMorgan Chase Bank, N.A.
DALLAS TX
32-61/1110

181606

SEVEN THOUSAND FIVE HUNDRED AND 00/100*****

DATE 10/23/15

\$*****7,500.00

Pay To The Order Of TOWNSHIP OF YPSILANTI
7200 S HURON RIVER DR
ATTN TREASURER
YPSILANTI MI 48197-7007

689505

Real VP AND CONTROLLER
Denise Hunt, Asst Controller

VOID AFTER 180 DAYS

⑈ 181606 ⑈ ⑆ 111000614 ⑆ 486300762 ⑈

Check No 181606

Check Date 10/23/15

Stub 1 of 1

Description

Tower Lease #518902	10/01/15	829178	7,500.00	7,500.00
			<u>7,500.00</u>	<u>7,500.00</u>

SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT
(BU 829178)

THIS SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("Second Amendment") is made effective this 27 day of January 2015, by and between the TOWNSHIP OF YPSILANTI, a Michigan municipal corporation ("Landlord"), and T-MOBILE USA TOWER LLC, a Delaware limited liability company ("Tenant"), by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, Landlord and T-Mobile Central LLC, a Delaware limited liability company ("Original Tenant"), entered into a Communications Site Lease Agreement (Ground) dated July 21, 2006 (as amended and assigned, the "Agreement"), whereby Landlord leased to Original Tenant a portion of land being described as an approximately 2,500 square feet portion of that property (said leased portion being the "Premises") located at 2801 Holmes Road (Tax Parcel # K-11-01-200-002), Ypsilanti, Washtenaw County, State of Michigan, and being further described in Book 677, Page 432, and in Book 765, Page 337 in the Washentaw County Register of Deeds ("Register of Deeds"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, Landlord and Original Tenant entered into that First Amendment to Communications Site Lease Agreement dated March 24, 2011 ("First Amendment"), whereby the parties amended the rent obligations under the Agreement, among other changes. The parties further entered into that Site Lease dated March 24, 2011, which recites several of the terms of the Agreement as amended by the First Amendment; and

WHEREAS, Tenant is the successor-in-interest in the Agreement to Original Tenant; and

WHEREAS, the Agreement has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on August 9, 2036 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Landlord and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Second Amendment are incorporated herein by this reference.

2. Section 2 of the First Amendment is amended by replacing "four (4)" with "nine (9)", thereby adding five (5) additional five (5)-year Renewal Terms to the Agreement beyond the Original Term, and extending its total term to August 9, 2061, unless sooner terminated as provided in the Agreement.

3. Schedule II of the First Amendment is amended by inserting the following paragraph to the end thereto after the rent for the period beginning August 10, 2031, and ending August 9, 2036:

Site Name: YCUA
BU: 829178
PPAB 2715153v2

Commencing on August 10, 2036, and every five (5) years thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to five percent (5%) of the annual rent in effect for the year immediately preceding the Adjustment Date.

4. Section 19(e) of the Agreement, as amended by Section 5 of the First Amendment, is further amended by supplementing Tenant's notice addresses by inserting the following additional notice address:

With a copy to: T-Mobile USA Tower LLC
 c/o Crown Castle USA Inc.
 E. Blake Hawk, General Counsel
 Attn: Legal-Real Estate Department
 2000 Corporate Drive
 Canonsburg, Pennsylvania 15317-8564

5. The Agreement is amended by adding a new Section 21 to the end thereto as follows:

21. Right of First Refusal. If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in this Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Landlord's possessory or economic interest in the Premises. If Landlord's notice covers portions of Landlord's parent parcel beyond the Premises, Tenant may elect to acquire an interest in only the Premises, and the consideration shall be pro-rated on an acreage basis. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Landlord's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this

Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

6. As further consideration for Tenant entering into this Second Amendment, Tenant shall have the irrevocable option ("Option") for a period of five (5) years after the full execution of this Second Amendment, to lease up to a maximum of 1,250 square feet of real property adjacent to the existing Premises at a location to be determined at Tenant's sole discretion ("Additional Lease Area") on the same terms and conditions set forth in the Agreement. Tenant may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this Second Amendment. If Tenant elects to exercise the Option, after full execution of the Additional Lease Area Documents (as defined below), Tenant shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Tenant for the existing Premises at the time of full execution of the Additional Lease Area Documents. The rent for the Additional Lease Area shall increase in the same manner as the rent increases for the existing Premises. Tenant may exercise the Option by providing written notice to Landlord at any time; provided, however, that following Tenant's delivery of notice to Landlord, Tenant may at any time prior to full execution of the Additional Lease Area Documents withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Within thirty (30) days after Tenant's exercise of the Option, Landlord agrees to execute and deliver an amendment to the Agreement, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Tenant's interest in the Additional Lease Area ("Additional Lease Area Documents"). In addition, within thirty (30) days after Tenant's exercise of the Option, Landlord shall obtain and deliver any documentation necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Lease Area to Tenant's satisfaction.

7. As additional consideration for amending the Agreement in accordance with this Second Amendment, Tenant agrees to pay to Landlord Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) within sixty (60) days of full execution of this Second Amendment by both parties.

8. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf. Landlord shall be entitled to no further consideration with respect to any of the foregoing matters.

9. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this Second Amendment, Landlord owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Landlord shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises.

(d) Upon Tenant's request, Landlord shall cure any defect in Landlord's title to the Premises which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Premises.

(e) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(f) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

10. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

11. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent with this Second Amendment. This Second Amendment supersedes that certain Letter Agreement by and between Landlord and Tenant dated January 9, 2015, and in

case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this Second Amendment, the terms and conditions in this Second Amendment shall control. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

LANDLORD:

TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: *Brenda L. Stumbo* (SEAL)
Print Name: Brenda L. Stumbo
Title: Supervisor

By: *Karen Lowery Roe* (SEAL)
Print Name: Karen Lowery Roe
Title: Clerk

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

TENANT:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company,

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney-in-Fact

By: _____(SEAL)
Print Name: _____
Title: _____

Exhibit A

Site Location and Lease Terms

Site Location: 2801 Holmes, Ypsilanti, MI 48197

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
CCI	\$18,900.00	Annually	5%	Term	August 9, 2020

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

Initial
Here:

Exhibit B

Required Due Diligence Items

1. Executed Lease including any and all Amendments thereto (as well as any lease commencement letters, notices, or other correspondence regarding the Lease)
2. Proof of Rent Payments under the Lease (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.
3. Landlord Request for Information (RFI): Completed and executed including social security numbers for individuals with 20% or greater ownership positions in the entity which owns the property.
4. Landlord's comments or Landlord's counsel's comments, if any, to the Telecommunication Easement and Lease Assignment Agreement ("TELA") to be provided under separate cover (to be finalized in a mutually agreeable TELA) or return the TELA with each page initialed showing approval of the form TELA
5. If an existing mortgage is in place on the property: A Mortgage Statement and Lender contact information for obtaining a non-disturbance agreement from Lender (required only if the property is encumbered by a Mortgage, Deed of Trust, Line of Credit or similar instrument)
6. Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporation	LLC	General Partnership	Limited Partnership	Condominium Association	Cooperative Corporation (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Incorporation	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

Within 10 days of signing this Letter Agreement, I agree to provide to TowerPoint the Required Due Diligence Items listed above to facilitate a timely close under the terms of this Letter Agreement.

Initial
Here:



McLain Winters <mcwinlaw@gmail.com>

2801 Holmes Road (cell tower)

Joe Tarantino <Joe.Tarantino@towerpoint.com>
To: McLain Winters <mcwinlaw@gmail.com>

Tue, Nov 7, 2017 at 12:48 PM

Hi Doug,

Just getting back to you per your request to outline the crux of our deal as it relates to the upcoming meeting:

- 175k up front capital
- Expanded space to capture New Tenant Rent after 2020 (since crown has an option for expansion until then). We will split this 50/50 for remainder of the life of the lease.
- Site Management Agreement leads to future revenue as well where we monitor the activity, upgrades, and maintenance on the site. Where they may be slightly out of the scope of the lease we can turn that into a pay point and split that 50/50. Often times there are all in budgets that the landlord never sees a dime from. We can split those with you. Please see attached scope of services.
- We absorb any rent holidays, rent reductions, technology changes; basically any future risks, and you can utilize the funds now.

Best Regards,

Joe Tarantino | Senior Director of Acquisitions

ph (678) 987-2686 | f (678) 987-2686
Joe.Tarantino@towerpoint.com


www.towerpoint.com


From: McLain Winters [mailto:mcwinlaw@gmail.com]
Sent: Sunday, November 05, 2017 11:43 AM
To: Joe Tarantino <Joe.Tarantino@towerpoint.com>
Subject: 2801 Holmes Road (cell tower)

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[Quoted text hidden]

2 attachments

 TwP_Site Management-Scope of Svcs.pdf
1197K

 TwP_FAQ.pdf
1710K

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)

November 12, 2017

Joe Tarantino
Senior Director of Acquisitions
Tower Point Capital
10675 Sorrento Valley Road, Suite 101
San Diego, CA 92121

joe.tarantino@towerpoint.com

Communications Site Lease Agreement (Ground)

**Site: Crown Castle – Site #BU:829178/PPAB2715153v2 –
2801 Holmes Road also commonly referred to as YCUA site**

- RE: 1. Follow Up to Our Conversation on Monday, November 6, 2017 and Your Subsequent Email Dated November 7, 2017 Confirming TowerPoint’s Updated Offer Including New Revenue Sharing Split of 50/50 Regarding the Potential Purchase of the Cell Tower Lease that Currently Exists Between Ypsilanti Township and Crown Castle Commonly Known as CC TM PA LLC for the Location at 2801 Holmes Road also Referred to as the “YCUA Site” Subject to Crown Castle’s “Right of First Refusal”**
- 2. Confirmation that TowerPoint’s Proposed Letter of Agreement will be Considered by the Ypsilanti Township Board of Trustees at its Regular Meeting Which is Scheduled for Tuesday, November 21, 2017 Which, if Accepted by the Township, will still Require a Number of Procedural Steps and Finalization of Legal Documents that will Need to be Approved by the Township Board of Trustees Prior to Closing**

Dear Mr. Tarantino:

As a follow up to our telephone conversation on Monday, **November 6, 2017** regarding the cell tower located at 2801 Holmes Road that is currently subject to a lease agreement between Ypsilanti Township and Crown Castle, this will confirm the receipt of TowerPoint’s proposed “**Letter of Agreement**” seeking to purchase the Township’s interests in this leasehold agreement subject to Crown Castle’s “**Right of First Refusal.**”

Joe Tarantino
Re: Cell Tower Lease
November 12, 2017
Page 2

TowerPoint's proposal is summarized in your email dated **November 7, 2017** which will include a lump sum payment of **\$175,000** as well as an agreement to split on a 50/50 basis any new revenue that is generated for the lease of additional space at this location for the remainder of the life of the lease which, if all options are exercised, will not expire until 2069.

As such, I have forwarded the proposal being submitted by TowerPoint to the Ypsilanti Township Board of Trustees and have requested that this matter be considered as an agenda item at their next regular Board meeting which is Tuesday, **November 21, 2017**. In the event the Township Board does accept this offer (which, again, is subject to Crown Castle's Right of First Refusal), we will need to prepare the appropriate paperwork notifying Crown Castle of the Township Board's action so as to commence the time period of sixty days that Crown Castle has to match this offer.

It is my understanding from our previous conversations that TowerPoint does not expect this to be an issue given TowerPoint's business relationship with Crown Castle however before the Township Board and its designated officials can sign off on any final documents there will need to be a "**checklist**" created that will confirm all the legal and procedural steps governing the transfer of this leasehold estate have been satisfied.

That being said, the first step in this process will, of course, be the decision of the Township Board to either accept or reject the proposal received from TowerPoint and, if the Board does accept this proposal, I will be in contact with you in the days thereafter so as to insure all of us are proceeding on the same wavelength. In any event, I wanted to take a moment and confirm that this matter will be considered prior to **November 30** which is the date in which said offer is said to expire. If after review of this correspondence you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



Wm. Douglas Winters
Ypsilanti Township Attorney
/js



Frequently Asked Questions

Have a question about TowerPoint or cellular lease buyouts in general? Try looking through our FAQ's.

What is a cell site?

A **cell site** is a cellular telephone site where antennas and electronic communications equipment have been installed, usually on a radio mast, tower, or other high place. This structure, sometimes called a "cell tower", serves as part of a cellular network.

What are common structures used for cell sites?

Cell towers, flagpoles, rooftops, water tanks, smoke stacks, grain silos, among others.

Why do cell site owners like me choose to sell their ground lease?

There are many specific reasons why cell site owners choose to sell their leases, but the primary reason is the opportunity to take a lump sum of cash today to use however you wish while trading short-term risk for long-term security.

Why might TowerPoint want to purchase my ground lease?

TowerPoint believes that, by building large portfolios of cell site leases with diverse characteristics, we can pool our risk and manage losses better than individual cell site owners.

Contact us at (678) 775-0360
or email us at info@towerpoint.com

[More FAQ's](#)

Will selling my ground lease affect the ownership of my property and my ability to sell my property in the future?

TowerPoint is ultra-sensitive to the concerns of our landlord partners, particularly when it comes to their real property ownership. Rest assured that our transaction allows you to maintain 100% ownership of your property, and your ability to sell will never be affected.

Why might it be beneficial to get a lump sum today instead of keeping my current lease payments over time?

Due to the Time Value of Money (TVM), money can work harder for you when received as a large sum of cash now, rather than payments trickling in over time. Cash in hand today can rise substantially in value due to interest accrual and inflationary factors. This is why most lottery winners take the lump-sum option, instead of spreading their winnings over yearly installments.

Who pays closing costs?

TowerPoint will cover all closing costs related to the transaction (excluding recording fees and transfer taxes in certain states). Contact us today to get more details.

Is selling my lease a long process?

TowerPoint strives to close all transactions quickly and efficiently. Typically, closings occur within 30-45 days of signing a letter agreement.

Can TowerPoint market my site?

That depends: Many firms claim they can market sites and add additional tenants. These claims can be misleading and difficult to substantiate. TowerPoint views the marketing of wireless real estate as a part of active professional site management and starts with structuring an agreement that creates an alignment of incentives with the landlord. Different wireless properties and installations can present a diverse set of

opportunities as well as challenges when it comes to driving new revenue. The first step in discovering more about your cell site is our 360° valuation. The TowerPoint 360° is a comprehensive review of five key attributes of a wireless property that will help you and us better understand both the upside and possible risks/limitations of your **wireless real estate**.

What are the tax consequences of selling my lease?

The tax treatment can be highly favorable to you. However, as with many tax questions, the answer is “it depends.” Typically, our transaction will qualify as a long-term capital gain and be taxed at a substantially lower rate than ordinary income. Taxes may be deferred entirely through the use of a 1031 Exchange if you are purchasing another investment property. You should consult with a tax advisor for a determination specific to your transaction.

Can I qualify for a 1031 tax deferred exchange?

TowerPoint has been involved in many transactions where landlords have successfully executed a 1031 Exchange. We can refer you to a qualified intermediary with experience working on 1031 Exchanges involving long-term telecommunications easements (apiexchange.com).

What is TowerPoint’s financial capability?

TowerPoint Capital is proud to be the only leading institutional investor in cellular site locations wireless real estate, wholly owned by the firm’s senior management team. This unique corporate structure empowers TowerPoint to make serving our landlord and corporate partners our primary focus. Our firm has a rich history of partnering with some of the world’s largest financial institutions and continues to be one of the best capitalized investors in the industry. We are pleased to have the support of AllianceBernstein Private Credit Investors, the private corporate credit investment platform of AllianceBernstein L.P, a leading asset manager with approximately \$480 billion in assets under management. AllianceBernstein Private Credit Investors offers TowerPoint Capital significant industry knowledge, capital resources, and dependable execution.



Professional Site Management

TowerPoint offers a comprehensive Scope of Services (SOS) designed to alleviate the pressures of managing the cell site and extract maximum value to benefit our partnership with you wherever and whenever possible.

Services	Features	Benefits			
		Revenue Generation	Lease Improvement	Site Security	Included w/ Lease Purchase
Tenant Upgrades/ Lease Amendments	<ul style="list-style-type: none"> Review Upgrade Proposals/Amendments Review proposals/proposed amendments for lease extensions Review Construction Plans Compare amendment to current lease to summarize Tenant's current right to upgrade Identify Opportunities for Rent Increases 	✓	✓		✓
Tenant requests for modification of Access Easement(s)	<ul style="list-style-type: none"> Review proposed access easement modifications Compare against existing access easement(s) Summarize Tenant's current right to upgrade Identify Opportunities for Rent Increases, if any 	✓	✓	✓	✓
Tenant requests for upgrading Utilities/ Utility Easements	<ul style="list-style-type: none"> Review proposed access easement modifications Compare against existing utility easements Summarize Tenant's current right to upgrade/modify utilities/utility easements Identify Opportunities for Rent Increases, if any 	✓	✓	✓	✓
New Tenant Lease Review	<ul style="list-style-type: none"> Review proposed new tenant lease terms Compare against database of existing lease terms including rent and escalators Prepare redline of proposed new tenant lease to identify business terms that should be modified 				✓
Collocation and Revenue Share Audits	<ul style="list-style-type: none"> Review current leases and other agreements to identify expected revenue streams Analyze rent rolls and leasing cash flows, including periodic rental escalations Identify underpayments Contact wireless carriers or other payors to correct underpayments and secure "true up" payments 	✓			✓
Streamlined Record Keeping	<ul style="list-style-type: none"> Maintain copies of leases, amendments and other documents related to the site Collect and distribute collocation fees and revenue shares from existing tenant 			✓	✓
Decommissioning and Rent Reduction Consultation	<ul style="list-style-type: none"> Review decommissioning and rent reduction letters Propose best practices for developing and/or assessing a decommissioning strategy 	✓		✓	✓

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



Supervisor's Office

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

TO: Karen Lovejoy Roe, Clerk
FROM: Brenda L. Stumbo, Supervisor *Brenda*
DATE: November 14, 2017
RE: Request to set public hearing on Tuesday, December 5, 2017 at
approximately 7:00 p.m. for 2018 Fiscal Year Budget

Please place the following on the November 21, 2017 agenda:

1. Request to set public hearing on Tuesday, December 5, 2017 at approximately 7:00 p.m. for 2018 Fiscal Year Budget

If you have any questions, please let us know.

tk

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



**Human Resource
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
ytown.org

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin, HR Department

DATE: November 21, 2017

RE: **Request approval to amend the Provider of the Cafeteria Plan benefits to Clarity Benefit Solutions as recommended by our health insurance agent/broker, Ascend Group**

The following request is being sent to the Board of Trustees for approval to amend the provider of the Township Cafeteria Plan Benefit provider to Clarity Benefit Solutions.

Ascend Group is recommending Clarity Benefit Solutions. Clarity will be able to offer additional options and flexibility now and in the future within our Cafeteria Plan benefits. The change is also recommended as CHOICE Strategies are making changes that will affect services available to Township employees.

Approval to have the agreement with Clarity Benefit Solutions, supplied by our broker/agent be signed by HR. It is vitally important to move this process quickly to assure that the new HRA benefit cards are received by all employees and retirees by January 1, 2018.

Your consideration in this matter is appreciated.

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 Trustees

From: Fire Chief Eric Copeland

Date: November 14, 2017

Subject: Authorization to accept the bid of Shamrock Floorcovering Services for replacement of the carpet at 222 S. Ford Boulevard (Fire Headquarters) in the amount totaling **\$18,804** budgeted in line item: #206-970-000-971.008 for **CAPITAL OUTLAY – PROPERTY IMPROVEMENT – FY 2017 as submitted previously on September 14, 2017 and honored by Shamrock to January 2018.**

At the October 3rd Board meeting (after receiving a single bid for the carpet project) I requested to re-bid the project to ensure inclusion of local/area carpet contractors. Notices to bid were posted on MITN & YT website and mailed to local contractors – G & K Floor Coverings, H & T Carpet / Floors LLC, Carpet Center & Floors and Ypsi-Arbor Carpet. On November 2nd an optional pre-bid meeting was conducted at Fire HQ whereby SCI Floor Covering, Inc. of Romulus and MBCM Corp attended. On Monday, Nov. 13, 2017 as of 3:00pm scheduled bid opening there were no bids received by the Clerk's office. As a result, I would request of the Board to reconsider Shamrock's bid for carpet replacement at 222 S. Ford Blvd.

Attached is a perspective sheet from Shamrock outlining the details, notes, comments and exclusions of their bid proposal and after reviewing their bid I recommend Shamrock Floorcovering Services the lone bid received for the carpet replacement project at the Fire Headquarters facility located at 222 S. Ford Blvd.

Thank you,

Fire Chief Eric Copeland



(734) 994-5770
 Fax: (734) 994-5156

4454 Concourse Drive
 Ann Arbor, Michigan 48108

BID SUBMITTED BY: *Donald Richards*

Job Site Name	<u>Ypsilanti Township Fire Station # 1</u>	Bid Date:	<u>9/14/2017</u>
	<u>222 South Ford Boulevard</u>	Telephone:	<u> </u>
	<u>Ypsilanti MI 48198</u>	Fax:	<u> </u>

SECTION	COST
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Materials and Prevailing Wage Labor to furnish and install

Philadelphia Broadloom Carpeting

Style: 54043 Rousing Review <> Color # 43402 Sensational

with Johnsonite 4" Cove Base Color : TBD

Eighteen Thousand Eight Hundred Four Dollars

\$18,804.00

COMMENTS - NOTES - EXCLUSIONS

ALL FURNITURE TO BE MOVED BY OTHERS

The quote includes: Removal of the existing broadloom carpet, floor preparation as needed, installation of new broadloom, installation of new cove base and new vinyl transitions

NO DEMO OR EXTRA PREP UNLESS NOTED

WCA 2008 and 2014 Pyramid Award Best Subcontractor

OTHER BUSINESS
