

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.

May 7, 2019 Revised 5-7-19

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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

Charter Township of Ypsilanti
Proclamation

In Honor of
Chemical Awareness Week
May 12-18, 2019

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

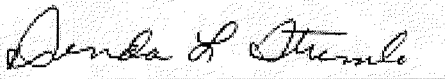
WHEREAS, along with the benefits of chemicals, we need to be aware of the dangers hazardous materials pose to our families, especially to our children and youth and of the preventative measures that we can take to avoid possible harm; and

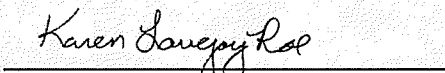
WHEREAS, we must encourage cooperation between local emergency planning committees and their local business, industrial, retail, service, and farming sectors to increase the involvement of off-site emergency planning of hazardous material accidents; and


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

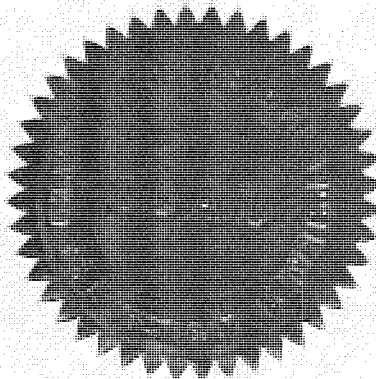
NOW THEREFORE BE IT RESOLVED, that the Charter Township of Ypsilanti Board of Trustees does hereby proclaim the week of May 12-18, 2019 *CHEMICAL AWARENESS WEEK* in Ypsilanti Township and we encourage all citizens to obtain and share information about the proper uses of chemicals in order to ensure a safer future for our Township.

Dated and signed this 7th day of May, 2019



Brenda L. Stumbo, Supervisor

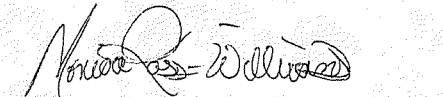

Karen Lovejoy Roe, Clerk

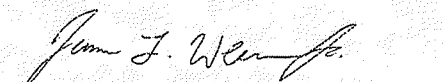

Larry J. Doe, Treasurer




Stan Eldridge, Trustee


Heather Jarrell Roe, Trustee


Monica Ross-Williams, Trustee


Jimmie Wilson, Jr., Trustee

Charter Township of Ypsilanti

Proclamation

In Honor of
Multiple Chemical Sensitivity Awareness
May 12-18, 2019

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

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

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

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

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

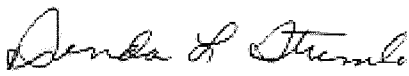
WHEREAS, Multiple Chemical Sensitivity is recognized by the Americans with Disabilities Act, the Social Security Administration, the U.S. Department of Housing and Urban Development, the Environmental Protection Agency and other state and federal governmental agencies and commissions which have supported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

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

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

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees does hereby proclaim the week of May 12-18, 2018 *MULTIPLE CHEMICAL SENSITIVITY AWARENESS WEEK* in Ypsilanti Township and commend this observance to all Township residents.

Dated and signed this 7th day of May, 2019



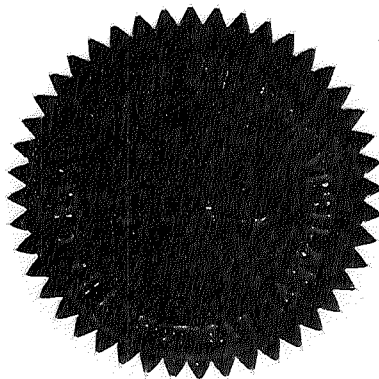
Brenda L. Stumbo, Supervisor



Karen Lovejoy Roe, Clerk



Larry J. Doe, Treasurer



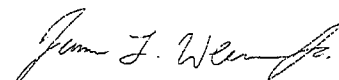
Stan Eldridge, Trustee



Heather Jarrell Roe, Trustee



Monica Ross-Williams, Trustee



Jimmie Wilson, Jr., Trustee



Charter Township of Ypsilanti

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, MAY 7, 2019

5:00pm

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

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

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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, MAY 7, 2019

7:00 P.M.

REVISED 5-7-19

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE APRIL 16, 2019 WORK SESSION, CLOSED SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR MAY 7, 2019 IN THE AMOUNT OF \$764,608.57
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. 2ND READING OF RESOLUTION 2019-20, PROPOSED ORDINANCE 2019-484, PROHIBITION OF RECREATIONAL MARIJUANA ESTABLISHMENT (1ST READING HELD AT THE APRIL 2, 2019 REGULAR MEETING)

NEW BUSINESS

1. 1ST READING OF RESOLUTION 2019-06, PROPOSED ORDINANCE 2019-486, AN ORDINANCE AMENDING ARTICLE XXVII OF THE ZONING ORDINANCE TO ADD THE CONDITIONAL REZONING TEXT AMENDMENTS
2. REQUEST OF LIGHTSPEED COMMUNICATIONS. LLC TO ASSIGN AND TRANSFER THEIR METRO ACT PERMIT TO METRO FIBERNET, LLC
3. REQUEST TO APPROVE SECOND AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR LOCAL ROAD IMPROVEMENTS IN THE AMOUNT OF \$304,356.93 TO BE BUDGETED IN LINE ITEM #101-446-000-818-022 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

4. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1594 ANDREA ST. AND 1499 GROVE RD. IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
5. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION TO ABATE PUBLIC NUISANCE DRUG HOUSES BY PADLOCKING LOCATED AT 5900 BRIDGE RD. #408 AND 418 VILLA DR. IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
6. REQUEST TO ADOPT A RECOMMENDED NATIVE PLANT SPECIES LIST
7. RESOLUTION 2019-21, TEMPORARY ROAD CLOSURE REQUEST FOR OBERUN 5K ON JUNE 21, 2019
8. RESOLUTION 2019-22, TEMPORARY ROAD CLOSURE REQUEST FOR "RUN SCREAM RUN" 5K, 10K, AND KID'S MILE RUN ON OCTOBER 12, 2019
9. REQUEST TO APPROVE AMENDMENT TO THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT DATED FEBRUARY 19, 2019 CR #51312 FOR 1150 MIDWAY
10. BUDGET AMENDMENT #8

AUTHORIZATIONS AND BIDS

1. REQUEST OF MIKE SARANEN, HYDRO OPERATIONS FOR APPROVAL TO WAIVE THE FINANCIAL POLICY AND PURCHASE A NEW RAM 1500 PICK UP FROM VANDYKE DODGE RAM IN THE AMOUNT OF \$20,754.00 TO BE BUDGETED IN LINE ITEM #595-595-000-985-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

OTHER BUSINESS

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2019 WORK SESSION MEETING**

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

Members Present: Supervisor Stumbo and Clerk Lovejoy Roe, Treasurer Doe
Trustees: Stan Eldridge, Heather Jarrell Roe,
Monica Ross-Williams, and
Jimmie Wilson, Jr. (arrived at 5:06PM)

Members Absent: none

Legal Counsel: Wm. Douglas Winters

**1. REQUEST TO ENTER INTO CLOSED SESSION TO DISCUSS CONTRACT
NEGOTIATIONS WITH YPSILANTI TOWNSHIP FIREFIGHTERS UNION LOCAL
1830**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to go into Closed Session to Discuss Contract Negotiations with Ypsilanti Township Firefighters Union Local 1830.

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

The motion passed unanimously.

The Board went into Closed Session at 5:01PM.

The Closed Session concluded at 5:35PM.

2. AGENDA REVIEW.....SUPERVISOR STUMBO

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2019 WORK SESSION
PAGE 2**

PUBLIC COMMENTS

Supervisor Stumbo apologized for the person who used vulgar language at our previous meeting. She said if people continue to get agitated and begin to act inappropriately or use inappropriate language she would call them out of order and if that didn't defuse the problem she would ask for a recess until it was no longer an issue. She said that it was the first time it has ever happened in a meeting and she hoped that it would not happen again.

CONSENT AGENDA

A. MINUTES OF THE APRIL 2, 2019 WORK SESSION AND REGULAR MEETING.

Trustee Ross-Williams asked for two changes in the April 2, 2019 meeting. Clerk Lovejoy Roe said she would make those changes.

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR APRIL 16, 2019 IN THE AMOUNT OF \$1,010,175.25**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MARCH 2019 IN THE AMOUNT OF \$57,067.56**
- 3. CHOICE HEALTH CARE ADMIN FEE FOR FEBRUARY 2019 IN THE AMOUNT OF \$1,112.50**

C. MARCH 2019 TREASURER'S REPORT

ATTORNEY REPORT

- A. GENERAL LEGAL UPDATE – given later in the meeting**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2019 WORK SESSION
PAGE 3**

NEW BUSINESS

- 1. REQUEST APPROVAL OF CONTRACT WITH YPSILANTI TOWNSHIP FIREFIGHTERS LOCAL 1830 UNION WITH A TERM ENDING DATE OF DECEMBER 31, 2019**
- 2. REQUEST APPROVAL OF UPDATED SOCIAL MEDIA POLICY AND CELL PHONE POLICY TO BE INCLUDED IN THE TOWNSHIP POLICY AND PROCEDURE MANUAL**

Trustee Jarrell Roe questioned if it was clear in the manual that employees can use their phone or social media when they are on their lunch hour.

Trustee Ross Williams questioned if the employee received a text during work hours were they allowed to respond to it.

Karen Wallin, Generalist stated that employees may use their phones during lunch. She said many employees have young children or elderly parents they care for and they are going to need to see those texts or take those calls. She said we do not want their work to be interrupted for a long period of time. Ms. Wallin said they should not be on their phone talking and texting when they should be working. She said if a phone call needs longer attention the employee would need to have it approved by their supervisor and they should leave their workstation to complete the call.

Supervisor Stumbo said the manual includes a section on personal electronic devices. She said it states that although discouraged, they were aware that sometimes the use of personal devices were sometimes necessary.

Trustee Jarrell Roe stated if employees post on social media that they were employed by the Township, and post things that could offend people, they need to state their opinions are not those of the Township.

Trustee Ross Williams questioned if our employees social media posts were regulated by the Township.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2019 WORK SESSION
PAGE 4**

Supervisor Stumbo stated that as long as employee's comments on social media did not adversely affect the Township there would not be an issue.

Deputy Clerk Stanfield said her opinion was that if you are on your Facebook page and you are commenting on a political item or someone's personal situation she feels people should understand that's a personal opinion.

3. REQUEST APPROVAL OF A GRANT APPLICATION TO THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY FOR AN ENVIRONMENTAL ASSESSMENT GRANT IN A NOT TO EXCEED AMOUNT OF \$26,899.00 AND TO APPROVE THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT

Clerk Lovejoy Roe stated that we are confident that we will get the \$15,000.00 grant but there were other costs above this amount. She said we would know on May 2, 2019 what amount the Washtenaw County Brownfield Redevelopment Authority would provide for the grant.

Supervisor Stumbo stated this was coming from a Grant through Urban County for the Community Center flooring. She said the money comes from HUD and they require that we do this testing.

4. REQUEST TO APPROVE AGREEMENT WITH TETRA TECH FOR A PHASE I ENVIRONMENTAL ASSESSMENT UPDATE AND HAZARDOUS BUILDING MATERIALS SURVEY FOR THE COMMUNITY CENTER IN THE AMOUNT OF \$28,701.00 TO BE BUDGETED IN LINE ITEM 212-970-000-976-008 CONTINGENT ON APPROVAL OF THE BUDGET AMENDMENT

5. REQUEST APPROVAL OF AGREEMENT WITH FRIENDS OF RUTHERFORD POOL IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM 101-956-000-882-004 WITH TERM ENDING SEPTEMBER 30, 2019

Supervisor Stumbo stated that this is a matching donation so Rutherford Pool will receive \$10,000.0 for our \$5,000.00 donation.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2019 WORK SESSION
PAGE 5**

6. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION TO ABATE PUBLIC NUISANCE DRUG HOUSES BY PADLOCKING LOCATED AT 6934 POPLAR IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

Mike Radzik, OCS Director stated the resident who was selling heroin and fentanyl from this home was the son of the homeowner. Mr. Radzik stated the resident was selling drugs at the home but also would meet at various locations to conduct drug sales. Mr. Radzik said the resident was arrested and when they searched this home, they found large quantities of fentanyl. Mr. Radzik said the resident has an open active felony narcotics trafficking case pending against him.

7. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1474 ECORSE RD. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

Mike Radzik, OCS Director stated that in 2016 the owner of this building did not register it with the township. He said they met with the owner and he did make some of the changes that were needed. Mr. Radzik stated that although the outside of the building does not look bad the inside is deteriorating. Mr. Radzik said that currently the vacant building is a fire hazard and cannot be occupied. Mr. Radzik stated the owners, who are out of Detroit, do not seem to be willing to cooperate with us by making the necessary updates to the building.

Supervisor Stumbo stated this building has been an issue with the neighborhood watch group. She said it could be a thriving area with the right businesses going into this area.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2019 WORK SESSION
PAGE 6**

- 8. REQUEST FOR AUTHORIZATION OF PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF TWO (2) NEW WOOD POLES, ONE (1) 58w LED LEOTECH FIXTURE, AND ONE 17'6" ARM TO BE LOCATED AT ONANDAGA AVE. AND THE SERVICE DR. IN THE AMOUNT OF \$2,696.06 TO BE BUDGETED IN LINE ITEM #101-956-000-926-050 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

Trustee Jarrell Roe asked if this would be an area that could benefit from adding a camera since we would be putting up a light fixture it would be easy to add a camera. She also asked if the light would shine in a residents' backyard and whether the residents were aware of this new light being installed.

JoAnn McCollum, Township Resident stated they are also happy to get cameras in West Willow and this intersection was one of the entrances to that area.

Supervisor Stumbo stated the residents would be notified in the area of the new light fixture.

- 9. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, MAY 21, 2019 AT APPROXIMATELY 7:00PM – CREATION OF SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT #074 FOR THE CLIFFS CONDOS**
- 10. BUDGET AMENDMENT #7**

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR APPROVAL TO SEEK SEALED BIDS FOR GENERATOR REPLACEMENT AT THE LAW ENFORCEMENT CENTER**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2019 WORK SESSION
PAGE 7**

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated the Re-Imagine Washtenaw Corridor is moving forward with installation of ADA compliant sidewalks and curb ramps. He said it would go out for bid this summer and work would begin in the Fall of 2019. Mr. Winters said that Crunch Fitness would be going into the old Farmer Jacks building on Washtenaw. He said they would be occupying 24,000 square feet. Attorney Winters stated the retaining wall behind Gault Village will now be taken down and will be replaced using the funds that were escrowed.

Mike Radzik, OCS Director stated construction began a couple days ago, most of the wall was already down, and they are beginning the reconstruction.

Attorney Winters stated the new owner of Gault Village has not been responsive. He said the court allowed him to purchase the property but the new owner has not moved forward in making the changes that need to be made. He said the Township would be going back to court and we would like the Judge to make an onsite visit to inspect this property.

Attorney Winters said the Ford Blvd. Fire Station parking lot was completed. He said the Civic Center would be getting a new roof this spring.

Attorney Winters stated R&L Carriers were expanding their business in Ypsilanti Township and will be looking for additional employees.

Attorney Winters stated the Township closed on the River Grove Townhomes that were acquired through the Washtenaw County Tax Foreclosure process.

Attorney Winters stated Kettering School has been demolished and Thurston School should be demolished soon. He said we are still working on the funding for the clean up of Forbes Cleaners.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2019 WORK SESSION
PAGE 8**

Attorney Winters stated they are working with ACM and will continue to stay involved with changing the property from WRAD to ACM and make sure Township interests are protected.

Trustee Ross-Williams thanked Attorney Winters and staff who continued to work on Re-Imagine Washtenaw. She said that it would change that corridor and make it more walkable for many residents and visitors.

Work Session ended at approximately 6:39 PM.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Closed Session Minutes

- A. The April 16, 2019 Closed Session Minutes will be distributed to Board Members prior to the meeting.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2019 REGULAR BOARD MEETING**

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

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

JoAnn McCollum, Township Resident thanked the board for supporting the community. She said she would like to thank Trustee Monica Ross-Williams her involvement with trying to help section 8 voucher recipients purchase their own homes.

CONSENT AGENDA

A. MINUTES OF THE APRIL 2, 2019 WORK SESSION AND REGULAR MEETING.

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR APRIL 16, 2019 IN THE AMOUNT OF \$1,010,175.25**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MARCH 2019 IN THE AMOUNT OF \$57,067.56**
- 3. CHOICE HEALTH CARE ADMIN FEE FOR FEBRUARY 2019 IN THE AMOUNT OF \$1,112.50**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Consent Agenda.

The motion carried unanimously.

C. MARCH 2019 TREASURER'S REPORT

A motion was made by Treasurer Doe, supported by Trustee Jimmie Wilson to Approve the March 2019 Treasurer's Report.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2019 REGULAR BOARD MEETING
PAGE 2**

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE – given in the Work Session

NEW BUSINESS

- 1. REQUEST APPROVAL OF CONTRACT WITH YPSILANTI TOWNSHIP FIREFIGHTERS LOCAL 1830 UNION WITH A TERM ENDING DATE OF DECEMBER 31, 2019 WITH A FORMAL BUDGET AMENDMENT BROUGHT BACK TO THE NEXT BOARD MEETING**

A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to Approve the Contract with Ypsilanti Township Firefighters Local 1830 Union with a Term Ending Date of December 31, 2019 with a Formal Budget Amendment Brought Back to the Next Board Meeting (see attached).

The motion carried unanimously.

- 2. REQUEST APPROVAL OF UPDATED SOCIAL MEDIA POLICY AND CELL PHONE POLICY TO BE INCLUDED IN THE TOWNSHIP POLICY AND PROCEDURE MANUAL WITH THE ADDITION OF THE COMMENTS FROM THE WORK SESSION BEING INCLUDED**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request of Updated Social Media Policy and Cell Phone Policy to be Included in the Township Policy and Procedure Manual With the Addition of the Comments from the Work Session Being Included (see attached).

The motion carried unanimously.

- 3. REQUEST APPROVAL OF A GRANT APPLICATION TO THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY FOR AN ENVIRONMENTAL ASSESSMENT GRANT IN A NOT TO EXCEED AMOUNT OF \$26,899.00 AND TO APPROVE THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Grant Application to the Washtenaw County Brownfield Redevelopment Authority for an Environmental Assessment Grant in a not to Exceed Amount of \$26,899.00 and to Approve the Washtenaw County Brownfield Redevelopment Authority Environmental Assessment Grant Agreement (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2019 REGULAR BOARD MEETING
PAGE 3**

- 4. REQUEST TO APPROVE AGREEMENT WITH TETRA TECH FOR A PHASE I ENVIRONMENTAL SITE ASSESSMENT UPDATE AND HAZARDOUS BUILDING MATERIALS SURVEY FOR THE COMMUNITY CENTER IN THE AMOUNT OF \$28,701.00 TO BE BUDGETED IN LINE ITEM 212-970-000-976-008 CONTINGENT ON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Agreement with Tetra Tech for a Phase I Environmental Site Assessment Update and Hazardous Building Materials Survey Proposal for the Community Center in the Amount of \$28,701.00 to be Budgeted in Line Item 212-970-000-976-008 Contingent on Approval of the Budget Amendment (see attached).

The motion carried unanimously.

- 5. REQUEST APPROVAL OF AGREEMENT WITH FRIENDS OF RUTHERFORD POOL IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM 101-956-000-882-004 WITH TERM ENDING SEPTEMBER 30, 2019**

A motion was made by Trustee Wilson, supported by Treasurer Doe to Approve Agreement with Friends of Rutherford Pool in the Amount of \$5,000.00 Budgeted in Line Item 101-956-000-884-004 with Term Ending September 30, 2019 (see attached).

The motion carried unanimously.

- 6. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION TO ABATE PUBLIC NUISANCE DRUG HOUSES BY PADLOCKING LOCATED AT 6934 POPLAR IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action to Abate Public Nuisance Drug Houses by Padlocking Located at 6934 Poplar in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2019 REGULAR BOARD MEETING
PAGE 4**

- 7. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1474 ECORSE RD. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Treasurer Doe, supported by Trustee Ross-Williams the Approve Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Nuisance for Property Located at 1474 Ecorse Rd. in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023

The motion carried unanimously.

- 8. REQUEST FOR AUTHORIZATION OF PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF TWO (2) NEW WOOD POLES, ONE (1) 58w LED LEOTEK FIXTURE, AND ONE 17'6" ARM TO BE LOCATED AT ONANDAGA AVE. AND THE SERVICE DR. IN THE AMOUNT OF \$2,696.06 TO BE BUDGETED IN LINE ITEM #101-956-000-926-050 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT AND THAT WE NOTIFY THE HOMEOWNER**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Authorization of Purchase Agreement with DTE for the Installation of Two (2) New Wood Poles, One (1) 58w LED Leotek Fixture, and One 17'6" ARM to be located at Onandaga Ave. and the Service Dr. in the Amount of \$2,696.06 to be Budgeted in Line Item Budgeted in Line Item #101-956-000-926-050 Contingent Upon Approval of the Budget Amendment and we notify the homeowner (see attached).

The motion carried unanimously.

- 9. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, MAY 21, 2019 AT APPROXIMATELY 7:00PM – CREATION OF SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT #074 FOR THE CLIFFS CONDOS**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Set a Public Hearing Date of Tuesday, May 21, 2019 at Approximately 7:00PM – Creation of Security Camera Special Assessment District #074 for the Cliffs Condos.

The motion carried unanimously.

- 10. BUDGET AMENDMENT #7**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Budget Amendment #7 (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2019 REGULAR BOARD MEETING
PAGE 5**

AUTHORIZATION AND BIDS

- 1. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR APPROVAL TO SEEK SEALED BIDS FOR GENERATOR REPLACEMENT AT THE LAW ENFORCEMENT CENTER**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request of Mike Radzik, OCS Director for Approval to Seek Sealed Bids for Generator Replacement at the Law Enforcement Center.

The motion carried unanimously.

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

The meeting was adjourned at approximately 7:16PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

ARTICLE 27 - WAGES

Management Proposal 3-20-2019

Section 1 – Wage Schedule

Each employee upon ratification will receive the following base wage change:

	2016	2017 3%	2018 2.5%	2018 .5%	2019 3%
Firefighter start	.42	.44	.38	+.08	.46
Firefighter 1 Year	.45	.47	.40	+.08	.50
Firefighter 2 Year	.48	.50	.43	+.09	.53
Firefighter 3 Year	.51	.53	.45	+.09	.56
Firefighter 4 Year	.54	.56	.48	+.10	.59
Firefighter 5 Year	.57	.59	.51	+.10	.63
Lieutenant	.64	.65	.56	+.12	.69
Captain	.67	.69	.59	+.12	.73
Fire Marshal	1.03	1.06	.91	+.19	1.13

The base hourly shall be as follows:

	2016	2017	2018	2018 +.5%	2019 3%
Firefighter start	14.56	15.00	15.38	15.46	15.92
Firefighter 1 Year	15.59	16.06	16.46	16.54	17.04
Firefighter 2 Year	16.62	17.12	17.55	17.64	18.17
Firefighter 3 Year	17.65	18.18	18.63	18.72	19.28
Firefighter 4 Year	18.68	19.24	19.72	19.82	20.41
Firefighter 5 Year	19.71	20.30	20.81	20.91	21.54
Lieutenant	21.82	22.47	23.03	23.15	23.84
Captain	22.98	23.67	24.26	24.38	25.11
Fire Marshal	35.37	36.43	37.34	37.53	38.66

The Ypsilanti Township Board will be seeking a millage in 2018 to fund Capital Improvements for the fire department. When the millage passes, Local 1830 members will receive a .5% retroactive wage escalator dating back to January 1st 2018.

Upon ratification of 2019 extension employees will receive a 3% wage increase for the remainder of 2019. Employees will also receive a lump sum 3% retro from January 1, 2019 thru ratification of extension.

ARTICLE 27 – WAGES (con't)

Management Proposal 3-20-2019

For purpose of clarification, new hires during the eighty hour orientation program (2 weeks /40-hour shift) shall be paid based on an hourly wage rate equivalent to a 53-hour work week at start wage divided by 40 hours. (Ex: $\$14.56 \times 53/40 = \19.29 per hour).

Section 2 – Longevity Pay – for Employees hired before 1/1/2014

Employees in addition to their base hourly rates shall receive longevity pay as follows:

Five (5) years of service	-	\$.39 per hour
Ten (10) years of service	-	\$.78 per hour
Fifteen (15) years of service	-	\$1.16 per hour
Twenty (20) years of service	-	\$1.55 per hour

- (a) Employees shall become eligible to earn their longevity steps on the completion of each five- (5) years of service.
- (b) Employees who become eligible to receive the longevity pay shall receive such longevity increment on the first pay next following the anniversary date in which said employee becomes eligible.

Longevity Pay – for Employees hired after 1/1/2014

Longevity pay shall be paid out as a flat fee, based on years of service and not rolled into base wage. Longevity will be payable with December bills each year. First time payments at each step will be prorated from the anniversary date.

Five (5) years of service	-	\$500.00 annually
Ten (10) years of service	-	\$1,000.00 annually
Fifteen (15) years of service	-	\$1,500.00 annually
Twenty (20) years of service	-	\$2,000.00 annually
Twenty-five (25) years of service	-	\$2,500.00 annually

ARTICLE 27 – WAGES (con't)

Management Proposal 3-20-2019

Section 3 - Training Increments for employees hired before 1/1/14

Employees who achieve and maintain the following levels of training, licensure or certification shall receive in addition to their base hourly rate the following pay:

EMT .44 per hour

Associate Degree or Bachelor Degree in Fire Prevention, Fire Administration, or
Public Safety Administration .34 per hour

Section 4

Any employee required to work in a capacity above their normal rank shall be compensated accordingly.

ARTICLE 39 – INSURANCE

Management Proposal 3-20-2019

Section 1

The Township shall obtain and pay the full cost of providing term life insurance in the amount of \$35,000 death benefit for all employees who have completed ninety-days of employment. This insurance shall include coverage for accidental death and dismemberment.

Section 2

Effective January 1, 2018, and in conjunction with the “Letter of Agreement” the employee health care insurance coverage will be the following:

- Blue Cross/Blue Shield Flex Blue Plan #3 Medical Coverage with the Flexible Blue RX Prescription Drug Rider. The Township will provide a benefits card to pay for In-Network deductibles of up to \$3,250/per person and up to \$6,450/per family. In addition, the Township will provide an additional \$1,000/per person and \$2,000/family of \$10 generic/\$60 Brand name coinsurance for prescription drugs. The benefit card will be paid for by the Township through a Healthcare Reimbursement Account established by the Township.
- ~~As of January 1, 2018, employees receiving health care insurance will contribute \$75.00/per pay period toward their health care premium, unless otherwise specified within the relevant bargaining agreement or employment contract.~~ **Employees receiving health care insurance will contribute on the first two pays of each month toward their health care premium. The 2019 extension contributions will be as follows: Single Coverage = \$25.00/per pay; Two Person Coverage = \$50.00/per pay; Family Coverage = \$75.00/per pay**
- Vision insurance at level currently provided through VSP Vision Plan with premium paid by the Township.
- Dental Coverage at level currently provided through Delta Dental with premium paid by the Township.

ARTICLE 39 – INSURANCE (con't)

Management Proposal 3-20-2019

It is understood and agreed that the parties will review on an annual basis the coverage's provided revising levels if necessary to minimize the cost increase to the employees and the employer and to insure that the health care plan complies with the then current requirements of state law.

Employees hired after 1/1/2014

~~Employees hired after January 1, 2014 will be offered individual health care coverage paying the then current employee contribution (\$75.00 per pay as of 1/1/18). In addition, if the employee elects coverage for dependents they will be required to pay 20% of the difference between the single rate premium and elected dependent premium.~~

Employees will contribute \$50.00 per pay with a ~~matching~~ **\$100.00** contribution from the Township Fire Fund to be applied to a Health Care Savings Program in the employee's name for future health care cost as retiree health care will not be provided. *See Article 42, Section 5 for additional information.

Section 3

The Township shall provide the option for each bargaining unit employee to withdraw from the health insurance coverage provided by the Township if they are covered under the health insurance of their spouse, significant other, or another employer. These employees who chose to withdraw shall receive annually a \$3,000.00 payment in lieu of health insurance. This payment shall be made in two installments: one in ~~March~~ **June** and one in ~~October~~ **December (Note: The first installment for 2019 will be in March).** ~~To participate in this plan, the employee must notify the Employer prior to March 1 of each year and provide verification of the alternative coverage.~~

If the employee has a "life event" as defined in section 125 of the Internal Revenue Code, they shall notify the Township Human Resources Department immediately and will be returned to the Township coverage as soon as the Insurance Carrier and the Federal and State Tax Laws allow. The employee shall refund to the Township a pro rata amount of their payment based on when the employee is returned to the regular coverage. If for any reason their plan shall jeopardize the tax-exempt status of the health benefits for other

ARTICLE 39 - INSURANCE (con't)

Management Proposal 3-20-2019

employees, the Union and Management shall meet to negotiate changes in this agreement to conform to the tax law so that the health insurance benefits for other employees remain tax exempt.

Section 4

There shall be no double coverage of employees. If the spouse of an employee covered by this collective bargaining agreement is also a Township employee, they must choose which coverage to be under, as they will not receive both. They will receive the \$3,000.00 annual payment in lieu of the second health care coverage, once they are outside of the second coverage.

Section 5

An employee who has a disabled person(s) other than their spouse or eligible dependent children who are either related to the employee by blood or marriage and who live in the home of the employee and qualify as a dependent for purposes of the employee's federal income tax, shall have made available to them a rider for "Sponsored Dependent" health care coverage as provided by the employees' selected health insurance carrier. This coverage shall be provided at the expense of the employee with payment due by the fifth of the month prior to the month of coverage.

ARTICLE 42 – RETIREMENT
MANAGEMENT PROPOSAL 3-20-2019

Section 1

All employees of the Ypsilanti Township Fire Department shall be covered under Act 345 of the Public Acts of 1937, as amended.

Section 2

All employees of the Ypsilanti Township Fire Department may retire upon written notice to the Human Resources Department and copied to the Retirement Board, after completing twenty-five (25) years of credited service with the Ypsilanti Township Fire Department, as described in Act 345 of the Public Acts of 1937, as amended. The figure of 3% shall be used to compute the retirement benefits of the retiree hired before January 1, 2014. Employees hired **after January 1, 2014** the figure of 2.35% shall be used to compute the retirement benefits of the retiree. Employees shall be entitled to the Military Service Credit as provided in Act 345. Final Average Compensation shall be calculated on the three- (3) years of highest annual compensation received by an employee during the ten- (10) years of service immediately proceeding retirement.

Section 3

All employees shall contribute ten (10) percent of gross earnings to retirement. Six (6) percent of the employee contribution shall be directed to the Retirement Fund and Four (4) percent of the employee contribution shall be directed to the Firefighters Public Employee Health Care Fund. To the extent that the current annual actuarial valuation of the Retirement Fund indicates that the employee contributions to the Retirement Fund are not required to fund all pension benefits provided under Act 345 and this Agreement, the employee contributions required under this Section 3 will be paid to the Public Employee Health Care Fund established by the Township under Act 149 of the Public Acts of 1999 to fund retired firefighters' health care benefits. The above stated provision shall be in effect for the duration of this collective bargaining agreement.

ARTICLE 42 – RETIREMENT (con't)
MANAGEMENT PROPOSAL 3-20-2019

Section 4

For all employees who retire after January 1, 1989, the Township shall provide life insurance in the amount of \$35,000.00 without accidental death and dismemberment until the employee reaches age 65. At age 65, the life insurance benefit shall be reduced to a \$5,000.00 death benefit only.

Section 5

Employees, who retire after January 1, 1989 shall continue to receive the health care coverage listed in this Agreement. The Township shall pay for this coverage if not provided by the Retirement Fund. At age 65, the Township shall provide these employees only with a Medicare tie-in benefit instead of the health care coverage in Article 39. The Township shall provide health care coverage per Article 39 for the employee's spouse and dependents at the time of retirement until the death of the employee. Upon death of an employee who retires January 1, 2005 or thereafter, the Township shall continue to provide health care coverage for the surviving spouse and eligible dependent children until 19-years of age, provided the surviving spouse is eligible for pension survivor benefits. If the employee's spouse reaches age 65, the Township shall provide the spouse with the above Medicare tie-in benefit.

The full cost of the health care benefits for retired employees shall be paid from a Public Employee Health Care Fund established by the Township under Act 149 of the Public Acts of 1999. For purposes of Act 345, the Act 149 Public Employee Health Care Fund is treated as part of the Retirement Fund. These health care benefits shall be considered included in the “pensions and benefits payable” from the Retirement Fund for purposes of Act 345. The Act 149 Public Employee Health Care Fund will be funded in the same manner as the pension benefits are currently funded, from appropriations by the Township and employee contributions authorized by Act 345.

ARTICLE 42 – RETIREMENT (con't)

Management Proposal 3-20-2019

Employees hired **after January 1, 2014** will not be eligible for retiree health care. Employees will contribute \$50.00 per pay with a **matching \$100.00** contribution from the Township Fire Fund to be applied to a Health Care Savings Program in the employee's name for future health care cost with a 10-year vesting for purposes of retirement, on the employer contribution. **(Please note – for employees hired after 1/1/14 this replaces the employee contribution currently being directed into the Firefighters Public Employee Health Care Fund)**

Section 6 – For employees hired before 1/1/2014

Deferred Retirement Option Plan: Upon attainment of regular service retirement eligibility of twenty-five (25) years of credited services, a member may elect to freeze their retirement benefit in the traditional defined benefit plan and enter into the Deferred Retirement Option Plan (DROP). The Deferred Retirement Option Plan adopted by the Ypsilanti Township Police & Firefighters' Retirement Board shall be a forward drop program limited to five (5) years and be designed to be cost neutral to the retirement fund.

- (a) **Election to Participate:** A member's election to participate in the DROP is irrevocable and they are not allowed to re-enter the retirement system as an active member. A DROP participant is not eligible for any additional retirement benefits (i.e., service credit, increases in FAC, etc.) or negotiated pension improvements. The DROP member will be eligible for all other negotiated contractual improvements outside of the pension system.

- (b) **Contributions:** Upon entry into the DROP, Employee contributions to the retirement system cease. Employees entering the DROP will continue to contribute toward the employee health care fund at the rate of the Non-DROP active employees (4% as of January 1, 2014).

ARTICLE 42 – RETIREMENT (con't)
MANAGEMENT PROPOSAL 3-20-2019

- (c) **Employee Status:** Participants in the DROP shall continue to work and shall be eligible for all contractual provisions afforded active employees including, but not limited to: wages, benefits, holiday pay, vacation leave, and sick leave.

- (d) **Final Average Compensation:** Upon entry into the DROP, the participant's Final Average Compensation shall be calculated and frozen. Members shall have the option of having up to fourteen (14) unused vacation days paid out to them. The unused vacation days can be banked over the fire fighters career. The vacation pay out shall be included in the calculation of the Final Average Compensation (FAC). The paid out vacation days shall be forfeited for use during the year for which they were awarded.

- (e) **Termination of Employment:** Drop participants shall be eligible for any terminal leave payments of vacation leave, sick leave and compensatory time paid out at their current wage rate.

Section 7

The DROP Program will not be available for any Fire Department **employee hired after January 1, 2014.**

Section 8

Medical Disability Retirement as described in act 345 of public act of 1937, as amended shall read:

Upon application a member with 5 or more years of service and who becomes totally and permanently incapacitated for duty by reason of a personal injury or illness occurring as a result of causes outside the course of the member's employment by the municipality may be retired by the retirement board. The member shall receive a disability retirement

ARTICLE 42 – RETIREMENT (con't)

MANAGEMENT PROPOSAL 3-20-2019

pension of 1.5% of the member's average final compensation multiplied by the number of years of service credited to the member. Effective January 1, 2016 once a member reaches 60 days prior to the anniversary of what would have been their 25th year of service they should notify, in writing, the Human Resource Department. At that time, the pension will be recalculated based on the multiplier rate that was in effect at the time the said member was deemed medically retired. It may take up to 60 days from the time of the notification for the recalculated change to be enacted.

NOTE: For additional information regarding retirement see Article 35.

Social Media Policy

The Charter Township of Ypsilanti understands that social media can be a fun and rewarding way for employees and/or elected officials to share their lives and opinions with family, friends and co-workers. Use of social media can also present certain risks and carry with it certain responsibilities. Employees and/or elected officials should adhere to the following guidelines in regards to social media:

Guidelines

Social media includes all means of communicating or posting information or content of any sort on the internet, including to one's own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or chat room, as well as any other form of electronic communication. Each person is solely responsible for what he/she posts online.

I. Using Social Media During Work Hours

Personal use of social media during work hours (**outside of lunch**) is **not permitted** unless it is work related and authorized by a supervisor or department head. Employees and/or elected officials are not authorized to use Charter Township of Ypsilanti email addresses to register on social networks, blogs or other online tools utilized for personal use.

II. Using Social Media Outside of Work Hours

Employees and/or elected officials are required to maintain the confidentiality of the Charter Township of Ypsilanti and not post private or confidential information. No financial, sensitive or proprietary information about the Township Board, employees, residents, vendors or applicants is to be posted on any social media sites.

Any on-line conduct that adversely affects an employee, Township Board member, Township residents or the Township's business interests may result in disciplinary action, up to and including termination of employment.

Although employees are not to represent themselves as a spokesperson for the Charter Township of Ypsilanti. Township news that is deemed to be public information may be shared on personal pages.

Drafted: March 4, 2019

Cell Phone Usage Policy

The following is the Charter Township of Ypsilanti's policy regarding the use of electronic devices and applies to all employees and/or elected officials. Under this policy, the term "electronic device" is defined as any device that makes or receives phone calls, leaves messages, sends text messages, surfs the internet or downloads and allows for the reading of and responding to email. The Charter Township of Ypsilanti reserves the right to modify or update this policy at any time.

Township Issued Electronic Devices

The Charter Township of Ypsilanti may issue employees and/or elected officials an electronic device based on their position and scope of responsibilities, as well as the communication needs of the Township necessary to promote safe, productive and efficient operations of Township business. Each employee and/or elected official issued an electronic device is responsible for the condition, care and use of the device, which is primarily to be used for Township business. Occasional personal use is permitted as long as it does not interfere with daily business operations. Privacy will be governed by law.

The Charter Township of Ypsilanti has the right, at any time, to monitor and preserve communications that utilize the Township's networks in any way, including data, voicemail, telephone logs, internet use, network traffic, etc. to determine proper utilization and reserves the right to review and retain such records at its discretion to investigate any irregularities or violations of policy. Upon review, employees and/or elected officials may be requested to reimburse the Township for excessive irregularities. Employees and/or elected officials may use their Township issued electronic device(s) outside of their normal work schedule to receive and address work-related emergency calls. Use of other electronic device features outside of normal work hours requires advance authorization from the department director.

Personal Electronic Devices

Although discouraged, it's understood that personal use of electronic devices is sometimes necessary. Personal electronic devices should be silenced or set to vibrate mode during working hours so as not to disrupt the normal workflow. This includes but is not limited to: **social media activity**, personal phone calls and texting.

Should time-consuming personal business need to be conducted during business hours, the employee must receive prior-approval from their direct supervisor.

If personal device use causes repeated disruptions or a loss in productivity, the employee may become subject to disciplinary action.

In the event that abuse of the personal device policy become evident, this policy may be updated to further restrict use of personal devices during work hours.

Cell Phone Usage While Driving

The Charter Township of Ypsilanti is committed to ensuring the safety of employees **and/or elected officials**, as well as complying with all applicable laws.

If you must make or receive a call or use an electronic device while driving, a blue-tooth or hands-free device must be utilized. Where hands-free technology is not available, employees **and/or elected officials** are required to pull off to the side of the road and safely stop the vehicle.

Employees **and/or elected officials** who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

Draft: March 4, 2019

DRAFT

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT

This Environmental Assessment Grant Agreement (the "Agreement") dated May 3, 2019 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of 1996, as amended ("Act 381"), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and the Charter Township of Ypsilanti, (the "Grantee"), whose address is 7200 Huron River Drive, Ypsilanti, MI 48197.

RECITALS

- A. Pursuant to Act 381, as amended, the Authority captures Brownfield Administrative Fees from Tax Increment Revenues from active brownfield projects for the purpose of carrying out brownfield redevelopment activities, including to pay for reasonable and actual administrative and operating expenses of the Authority.
- B. The Authority established the "Environmental Assessment Grant Program" in 2017, and amended it on August 2, 2018 and April 4, 2019, in order to fund eligible Department Specific Activities, pursuant to Act 381, on prospective eligible brownfield sites within member communities.
- C. The Authority intends to utilize reserves within its Administrative Fees to fund the Environmental Assessment Grant Program.
- D. At the May 2, 2019 meeting, the Authority approved the expenditure of 100% of the costs to conduct eligible Department Specific Activities, up to \$26,899, for the property known as 2025 E. Clark Road, Ypsilanti Township Community Center, Tax ID# K-11-02-100-006, Ypsilanti, MI 48197 (the "Property").
- E. The Grantee wishes to utilize grant funds to conduct eligible Department Specific Activities, and the Authority will provide the grant fund under the Terms and Conditions herein contained.

TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree as follows:

1. Grant – The Authority hereby agrees to grant to the Grantee 100% of the costs, up to \$26,899, to conduct Department Specific Activities within the Property. The work to be conducted will be in accordance with the TetraTech proposal No. _____ dated _____, 2019, sent to Sara Jo Shipley. Any costs above the approved amounts will not be reimbursed.

2. Repayment – The provided grant funds shall not be required to be repaid to the Authority, provided the Grantee complies with all applicable Terms and Conditions.
3. Procurement of Eligible Activities – The Authority is bound to utilize Administrative fees captured in accordance with Act 381. Further, in establishing the Environmental Assessment program the Authority must be good stewards of the funds in ensuring they are utilized in the most cost-effective and efficient manner. Therefore, pursuant to the adopted Assessment Program Policy, the Grantee shall follow its own established procurement policies and procedures in arranging for the grant activities to be completed.
4. Authority to Conduct Work on Behalf of Grantee – At the request of the Grantee, the Authority may conduct the grant-funded assessment work on behalf of the Grantee. The Authority will follow applicable Washtenaw County procurement procedures to contract with qualified environmental consultants to complete the work. This may include a singular request for quotes for the work to be conducted. Or, procurement may entail a periodic public release of Request for Qualifications to pre-approve, in advance of any specific work needed, qualified environmental consultants, retaining those contractors on an on-going basis in order to expedite the necessary work to be completed.
5. Extension of Reliance of Environmental Reports to Authority and Assignees – Any and all reports, investigations, testing, and information generated wholly or partially utilizing funding through this grant program shall include the ability of the Washtenaw County Brownfield Authority and its assignees and/or designees, as determined by the Authority, to rely upon such reports, investigations, testing and information. Further, copies of any and all reports shall be provided to the Authority once completed, prior to any disbursement of grant funds.
6. Disbursement – The Grant funds will be disbursed to the Grantee as approved Department Specific Activities are or have been completed, upon submittal by Grantee of a statement of costs of such activities paid or incurred from time to time, and receipt of reports, investigations, testing and information in accordance with Section 5 above, but not more frequently than monthly. Such a statement shall include a description of eligible work performed, and a copy of invoices for the work described in such statement. Within forty (40) days of a receipt of a complete statement and supporting invoices, brownfield staff shall review the statement, confirm that the work done is eligible, and disburse to Grantee the amount set forth in the statement, up to a cumulative disbursement not to exceed the amount approved by the Authority, which is 100% of all eligible costs, up to \$26,899.
7. Unspent Grant Funds – If the final cost of the eligible activities conducted is below the maximum award, remaining unspent grant funds will not be reimbursed, but rather revert back to fund reserves for use on other suspected brownfield sites.
8. Compliance with Applicable Environmental Regulations – It shall be the responsibility of the Grantee to comply with all applicable local, state and federal environmental regulations, as it applies to any and all Eligible Activities funded by the Grant.

9. Grant Expiration – All Eligible Activities shall be completed within one year of this Agreement, unless the Authority grants an extension.

10. Insurance – The Grantee shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below. Grantee shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additional insureds under all coverages listed below except Worker’s Compensation. The Grantee shall maintain other insurance as it deems appropriate for its own protection.

- a. Worker’s Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
 - i. Contractual Liability
 - ii. Products and Completed Operations
 - iii. Independent Contractors Coverage
 - iv. Broad Form General Liability Endorsement or Equivalent
- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

The Grantee shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Grantee to perform services pursuant to this Agreement to purchase and maintain insurance coverages at the limits set forth below. Grantee’s contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as additional insureds under all coverages listed below except Worker’s Compensation, Motor Vehicle Liability, and Professional Liability.

- a. Worker’s Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
 - i. Contractual Liability
 - ii. Products and Completed Operations

iii. Independent Contractors Coverage

iv. Broad Form General Liability Endorsement or Equivalent

- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence.

All insurance coverages described above shall remain in effect at all times until completion of all Eligible Activities. The Grantee shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.

- 11. Indemnification – To the extent permitted by Michigan law, the Grantee shall ensure its contractor shall indemnify and hold Washtenaw County and the Washtenaw County Brownfield Authority harmless from and against all actions, liabilities, demands, costs and expenses, including court costs and attorney fees, which may arise due to the Grantee’s negligent, grossly negligent and/or intentional acts or omissions under this Agreement.
- 12. Freedom of Information Act – Grantee understands that all communications, information, and/or documentation submitted by Grantee may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement.
- 13. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.
- 14. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties’ written consent.
- 15. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.
- 16. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 17. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

18. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
19. Compliance with Applicable Law – Grantee agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.
20. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
21. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.
22. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

The parties have executed this Agreement on the dates set forth below.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY: _____
Jeremy McCallion, WCBRA Chair

Date: _____

Attested to:

By: _____
Lawrence Kestenbaum, County Clerk/Register

Date: _____

Approved As to Form:

Approve As to Form:

By: _____
Curtis Hedger, Corporation Counsel

By: _____

_____, Grantee

BY: _____

PRINT NAME: _____

ITS: _____

Date: _____

Exhibits

Exhibit A – Proposal to Provide Environmental Consulting Services by TetraTech, dated
_____, 2019

DRAFT

EXHIBIT A

DRAFT



CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made this 16 day of April 2019, by and between:

Tetra Tech, Inc.

710 Avis Drive, Suite 100, Ann Arbor, MI 48108

(hereinafter referred to as the "Consultant") and:

Charter Township of Ypsilanti,

7200 S. Huron River Dr., Ypsilanti, MI 48197

(hereinafter referred to as the "Client")

WHEREAS the Client requires that certain Services (the "Services") be provided by consultant as set forth in Work Authorization(s) signed by Client (a sample of which is attached hereto as Exhibit A). To the extent a Work Authorization conflicts with the terms of this Agreement, this Agreement shall control.

WHEREAS the Consultant possesses the necessary skills and experience to provide the required Services;

NOW THEREFORE the Client and the Consultant hereby agree as follows:

ARTICLE 1 CONTRACT DOCUMENTS

The Contract (and the Contract Documents) shall be deemed to include:

1. Consulting Services Agreement
2. General Terms and Conditions of the Consulting Services Agreement
3. Consultant's Proposal
4. Work Authorization

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all.

ARTICLE 2 SCOPE OF SERVICES

The Scope of Services under this Agreement shall be as set out in the Consultant's Proposal(s) and subsequent Work Order(s), or as otherwise mutually agreed to by the Consultant and the Client in writing. It is the intention of this Agreement that the Consultant furnish all labor, materials, equipment, supplies, services, facilities, and all other things necessary to provide the required Services, except those items specifically stated as being furnished by the Client.

ARTICLE 3 SCHEDULE

The Consultant shall commence work promptly upon receipt of authorization to proceed, and shall proceed diligently and continuously to provide the Services in accordance with the schedule set out in the Consultant's proposal or otherwise mutually agreed to by the Consultant and the Client.

If any of the Services described in Article 2 hereof shall have been performed prior to execution of this Agreement by all parties hereto, and at the direction of the Client, then in such event, this Agreement shall take effect as of the date such Services actually commenced, and Consultant shall be reimbursed for all such costs incurred at the direction of the Client.

ARTICLE 4 COMPENSATION

In consideration of the performance of the Services described herein and the fulfillment of all covenants and conditions applicable thereto, the Client hereby agrees to make payment to the Consultant for Services actually provided at the Consultant's rates set forth in the Consultant's proposal and in accordance with the Terms and Conditions of the Consulting Services Agreement attached hereto.

IN WITNESS WHEREOF, the duly authorized officers or representatives of the following parties hereto have executed this Agreement as of the effective date first written above.

Tetra Tech, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Client: Charter Township of Ypsilanti

By: Brenda L. Stumbo | Karen Lovejoy Roc

Name: Brenda L. Stumbo | Karen Lovejoy Roc

Title: Supervisor | Clerk

Date: April 17, 2019

Telephone: _____

GENERAL TERMS AND CONDITIONS OF THE CONSULTING SERVICES AGREEMENT

The following provisions shall be incorporated into and be deemed to be a part of the Agreement between Tetra Tech, Inc. (the "Consultant") and **Charter Township of Ypsilanti** (the "Client"), wherein the Consultant is required to provide professional consulting services to the Client.

1. STANDARD OF CARE – LIMITED WARRANTY

The Consultant will provide professional consulting services, as defined in the Scope of Work or otherwise mutually agreed to between the Consultant and the Client, and in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing comparable services under comparable circumstances at the time services are performed under this Agreement. No other representations are made to the Client, express or implied, and no warranty or guarantee not expressly stated herein is included or intended in this Agreement or in the Consultant's proposals, contracts, reports, opinions, designs or documents.

The remedies set forth in this paragraph are exclusive.

2. RELATIONSHIP OF THE PARTIES

A. If all or any part of the Scope of Work is to be performed in the general vicinity of an existing operating plant or facility owned or operated by the Client or in an area where dust, fumes, gas, noise, vibrations and other particulate or non-particulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to employees working in the area, or to others working in the general vicinity of the work area, the Client shall notify the Consultant of such nuisance or health hazard and thereafter the Consultant and all subcontractors shall take reasonable measures to protect their employees against such possible nuisances or health hazards.

B. Consultant and its employees, agents, affiliates and subcontractors shall act solely as independent contractors in performing Services under this Agreement. Except as specifically provided in this Agreement Consultant shall have no right or authority to act for Client and will not enter into any contract or other agreement, or incur any debt, liability or obligation of any nature in the name of, or on behalf of, Client. Consultant, its employees, agents, affiliates and subcontractors shall not be considered agents or employees of Client. Reliance upon the Services provided under this Agreement is limited to Client and any third party reliance that may be available is contingent upon written agreement executed by Consultant and upon the full execution by the third party of a letter of understanding provided by Consultant. Client acknowledges that the Services provided under this Agreement shall in no way be construed, designed or intended to be relied upon as legal advice or interpretation.

3. CLIENT RESPONSIBILITIES

A. Client shall: (1) provide Consultant, in writing, all information relating to Client's requirements for the project; (2) correctly identify the location of subsurface structures, horizontally and vertically, such as pipes, tanks, cables, utilities or other man made obstructions; (3) notify Consultant of any potential hazardous substances or other health and safety hazard or condition known to the Client existing on or near the project site; (4) give Consultant prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions.

B. The Client shall furnish right-of-entry and equipment access for the Consultant and its subcontractors to make borings, surveys and/or explorations. While the Consultant will operate with reasonable care so as not to damage property or improvements, cost of repairing any unavoidable damage shall not be the responsibility of the Consultant, unless otherwise stated herein. The Consultant shall not be liable for damage to or injury arising from damage to subterranean structures or infrastructure (pipes, tanks, cables, etc.) which are not called to the attention of the Consultant and correctly shown on the plans furnished to the Consultant, in connection with Services provided under this Agreement.

4. SITE CONDITIONS

A. The Client acknowledges that environmental, geologic, and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by the Consultant. Because the available data are limited,

the Client acknowledges that there is some level of uncertainty with respect to the interpretation of these environmental, geologic, and geotechnical conditions, despite the professional care and skill applied by the Consultant.

B. Consultant acknowledges that Client has notified Consultant of all such hazardous substances which it knows or which it reasonably suspects are or may be present at or contiguous to the site or which may otherwise affect the Services known to Client. Client shall notify Consultant as soon as practicable if Client discovers either the presence of hazardous substances or facts or information which causes Client to reasonably suspect the presence of any such hazardous substances. Hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment, whether contained in a product, material, by-product, waste or sample and whether it exists in a solid, liquid, semi-solid or gaseous form. As Consultant has been advised of such conditions at the site known to Client, Consultant shall assume responsibility to advise its employees, agents, affiliates, subcontractors and any third parties invited by Consultant to the site of the same conditions and additional conditions known to Consultant.

C. Consultant acknowledges that Client has notified Consultant whether all or any part of the work to Client's knowledge, is to be performed in the general vicinity of an area where asbestos, dust, fumes, gas, noise, vibrations or other particulate or non-particulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the area. Consultant is authorized by Client to take all reasonable measures Consultant deems necessary to protect its employees against such possible health hazards or nuisance. If Consultant is required to upgrade to Personal Protection Levels B or A, the reasonable direct cost of such measures shall be borne by Client.

D. If any previously undisclosed hazardous substances or conditions are discovered or reasonably suspected by Consultant during performance of the Services, Consultant may, at its discretion, suspend the Services until reasonable measures have been taken to protect Consultant's employees from such hazardous substances or conditions. Whether or not Consultant suspends the Services, in whole or in part, Client and Consultant agree that the scope of the Services, terms and conditions, schedule and the estimated fee or budget shall be adjusted in accordance with the disclosed information or condition or Consultant or Client may, at their discretion, terminate the Agreement.

5. MONITORING

The Client recognizes that a satisfactorily designed, installed, and maintained monitoring system may assist in the early detection of environmental changes, and if detrimental changes are detected, permit prompt development and implementation of mitigating or remedial measures. Unless it is specifically included in the Scope of Work under this Agreement, the Consultant will not perform such monitoring, and any such monitoring shall be the sole responsibility of the Client.

6. PERMITS

Consultant shall assist the Client in applying for permits and approvals required by law, or more specifically specified in this Agreement. Consultant shall not be responsible for any delays due to the actions or inactions of the Client or any third party.

7. REUSE OF DOCUMENTS

A. The Client shall have the right to use the reports, reproductions thereof, drawings and specifications resulting from the Consultant's efforts under the Agreement (the "Materials") only for those purposes expressly contemplated in the Agreement. The Materials shall not be used by Client for other projects, for additions to the subject project, for any portions of the project following any termination of the Consultant, or for completion of the project by others (unless the Consultant is in material breach of this Agreement), except by agreement in writing.

B. In the event that the Client agrees to, permits or authorizes changes in the drawings, specifications, reports and documents prepared by the Consultant pursuant to this Agreement, which changes are not consented to in writing by the Consultant, the Client acknowledges that the changes and any effects arising there from are not and shall not be the responsibility of the Consultant and the Client agrees to release the Consultant from all liability arising from the use of such changed documents. The Client further agrees to defend, indemnify and hold harmless the Consultant, its affiliates and their respective directors, officers, employees, agents and subcontractors from and against all claims, demands, damages

or costs arising from such unauthorized changes and their effects.

8. PRESERVATION OF SAMPLES

The Consultant shall not be obligated to preserve samples of soil, rock, or water obtained from the project site(s) for longer than thirty (30) days after the issuance of any document that includes, but is not limited to, the data obtained from those samples. The Client agrees to receive any such sample material for its sole, lawful storage, treatment, or disposal at any time after expiration of the 30-day term.

9. GOVERNMENT RELATIONS

The Consultant shall act only as an advisor in all governmental relations.

10. INFORMATION PROVIDED BY OTHERS

The Consultant shall provide the required Services based upon information available at the time, including information provided by the Client and others upon which the Consultant shall reasonably be entitled to rely. The Consultant shall not be liable for any errors, omissions, or inaccuracies which result from the Consultant's reliance on such information provided by others, provided however that the Consultant shall be obliged to review such information for appropriateness, prior to its use, and shall promptly notify the Client of any apparent errors, omissions or inaccuracies.

11. COMPENSATION

A. The Consultant shall be compensated for all labor, material, equipment, subcontract and related charges (including all applicable taxes) incurred in connection with providing the required professional consulting services, including such activities as investigations, research, design development, preparation of reports, drawings and specifications, and construction management or site inspections / construction oversight, as well as for word processing, graphics, report production, and other clerical activities associated with the Services.

B. Time spent traveling, when in the interest of the project, will be charged to the Client at hourly rates. No more than eight (8) hours of travel time will be charged in any day.

C. The estimated budget or maximum fee set forth in the Consultant's Proposal is for the Scope of Work described therein. The price and schedule proposed are based on Consultant's best judgment of the requirements known at the time of the proposal. Additional work due to changes in the Scope of Work requested by the Client, as well as additional work due to changed field conditions, shall constitute additional services for which additional compensation shall be paid in accordance with the Schedule of Charges. Should it be determined that work is required which does not fall under the original Scope of Work, Consultant will notify the Client and will submit a revised price to cover the out of scope work. Client must approve out of scope work before Consultant will proceed with work.

D. Unless specified otherwise, the proposed billing rates, included in each individual proposal under this Agreement, are effective through the Consultant's fiscal year (ending 9/30) and shall be subject to review and adjustment, as necessary to reflect annual increases in wages and operating expenses.

E. Expert Testimony. Expert witness testimony or participation at hearings or depositions, including necessary preparation time, will be charged at 200% of the rate quoted.

F. Other Direct Costs – Time and Material Projects. Charges for Other Direct Costs and facilities furnished by Consultant are computed on the basis of actual cost plus fifteen percent. This override covers the costs associated with cost of money, the risks associated with our responsibility for delivery on behalf of subcontractors, assorted administrative time, etc. Examples of such items which are directly attributable to the project include: shipping charges; printing; special fees; permits; special insurance and licenses; subcontracts; reproduction; equipment rental; and miscellaneous materials. Travel and travel-related expense are also computed on the basis of actual cost plus fifteen percent. A charge equal to 4.5% of total labor will be included on each invoice in place of itemized billing for the following in-house expenses: office supplies, in-office and cellular telephone calls, facsimiles, postage, in-house photocopying, and immaterial overnight express charges.

12. INVOICES AND TERMS OF PAYMENT

A. Invoices for Services provided by the Consultant will be rendered monthly. Such invoices will clearly delineate: the task(s) worked on; the respective quantities of each task completed or the time and expenses incurred; the applicable unit rate(s); the arithmetic extensions of the amounts invoiced; and such additional information as may be appropriate in support of the invoice. The Client hereby agrees that the periodic invoices rendered by the Consultant are correct, conclusive, and binding on the Client unless the Client notifies the Consultant in writing, within ten (10) days from the date of receipt of such invoices, of alleged inaccuracies, discrepancies, or errors.

B. Client agrees to pay all undisputed invoice amounts no later than thirty (30) days after receipt of invoice. Should the Client fail to make payment on an undisputed invoice within thirty (30) days after receipt of such invoice, a late payment charge of 1-1/2% per month, or a monthly charge not to exceed the maximum rate allowed by law, will be payable on any outstanding balance. Should the client fail to make payment on any invoice within sixty (60) days of the date of receipt of such invoice, the Consultant shall have the right to consider such default in payment a material breach of this Agreement and may, upon giving seven (7) days written notice, suspend any or all services in connection with the Project until all outstanding amounts are paid in full. Any attorneys' fees or other costs incurred in collecting any delinquent account shall be paid by the Client. The Client shall remit payment by check or wire transfer to the remittance address reflected on the Consultant's monthly invoices.

C. If payment for services rendered is to be made to the Consultant by a third-party lender, on behalf of the Client, the Client agrees that the Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

13. CREDIT REVIEW

The provision of Services under this Agreement is subject to Consultant' initial and continuing credit review of Client. If requested by Consultant, Client shall furnish financial information to Consultant for the purpose of determining Client's creditworthiness. Any financial information furnished to Consultant shall be treated by Consultant as Confidential Information. Consultant may also rely on information obtained from independent parties (e.g., Dunn & Bradstreet). If Consultant determines that a financial security is warranted, Consultant reserves the right to require that Client provide a financial guarantee in a form reasonably acceptable to Consultant (e.g., Letter of Credit, Payment Bond, retainer, monthly pre-payment, etc.). If Client fails to provide the requested guarantee within fifteen (15) business days following such request, Consultant shall have the right to decline to accept any new Work, and to suspend the provision of Services until the day such guarantee is provided to Consultant. Client's continued failure to provide the requested guarantee may result in the termination of the Agreement.

14. LIMITATION OF LIABILITY

Neither party hereto, nor its affiliates, its subcontractors, or vendors of any tier, shall be liable to the other party or its affiliates in any action or claim for loss of profit, revenue, loss of product, loss of use or for any other indirect, consequential or special damages, even if caused by the sole or concurrent negligence of such party and even if advised of the possibility thereof. Client agrees that in consideration of the contract price and the comparative levels of risk taken, all claims for indemnification or contribution from Consultant shall be limited, in the aggregate, to the amount paid Consultant as total compensation for the applicable Services less amounts paid to its subcontractors or others in connection with the performance of the Services or a total amount of \$50,000, whichever is less. All claims against Consultant shall be deemed waived unless made by Client in writing and received by Consultant within six months after Consultant has completed that portion of the Services with respect to which the claim is made. Any limitation on or exculpation from liability afforded Consultant by this Agreement shall be applicable regardless of whether the action or claim is based in contract, tort (including negligence and professional errors and omissions), statute, strict liability, breach of contract, breach of warranty, or otherwise, and shall likewise limit the liability of Consultant's affiliates, subcontractors and vendors of any tier and their respective officers, agents and employees. For purposes of this Article an "affiliate" of a party includes any parent, subsidiary or affiliated corporation, partnership or other legal entity, and its and their officers, agents, employees and insurers. There are no third party beneficiaries of this Agreement and no third party may rely upon the obligations herein or upon the findings of any report produced hereby. This Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.

15. INDEMNIFICATION

A. The Consultant shall indemnify the Client from and against all liabilities, claims, penalties, fines, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which the Client hereafter may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, or any violation or alleged violation of governmental laws, regulations or orders to the extent that the Client proves such death, injury or damage was caused by (1) the gross negligence or willful misconduct of the Consultant, its directors, officers, employees, agents, or representatives in performance of this Agreement; or (2) the Consultant's breach of any term or provision of this Agreement; except to the extent such liabilities or losses are attributable to the gross negligence or willful misconduct of the Client.

B. The Client acknowledges that in seeking the professional services of the Consultant, the Client may be requesting the Consultant to undertake, for the Client's benefit, activities involving the presence or potential presence of hazardous, toxic or polluted substances of which the Consultant has not created or generated or contributed to the creation of any pre-existing conditions at the Site. The Client shall indemnify, defend, and hold harmless the Consultant and its directors, officers, employees, agents and subcontractors, from and against all liabilities, claims, penalties, fines, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable expert witness and attorney fees), which the Consultant hereafter may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, or any violation or alleged violation of governmental laws, regulations or orders as a result of or in connection with (1) any actual or potential environmental pollution or contamination, including, without limitation, any actual or threatened release of toxic or hazardous materials, or failure to detect or properly evaluate the presence of such substances; (2) any action taken by the Consultant, its directors, officers, employees, agents, or representatives as Client's agent under the section entitled REPORTING AND DISPOSAL REQUIREMENTS; or (3) any action arising from or relating to Client's noncompliance with the obligations set forth in Article 3.

C. In the event that a claim is made by one party or parties against the other party or parties, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of professional services, or any breach of this Agreement, and the claiming party fails to prove such claim, then the claiming party shall pay any and all costs incurred by the defending party in defending itself against the claim, including, but not limited to, attorneys' fees, expert witness fees, and court costs. The claiming party agrees that such payment shall be made immediately following dismissal of the case or upon entry of final, non-appealable judgment.

16. INSURANCE

A. The Consultant will maintain, throughout the term of this Agreement, insurance of the kinds and having the limits of liability and coverage as set forth below:

1.	Worker's Compensation - Coverage A Employer's Liability - Coverage B	Statutory \$1,000,000 each occurrence
2.	Commercial General and Contractual Liability Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate
	Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
3.	Comprehensive Automobile Liability Combined Single Limit	\$1,000,000
4.	Professional Liability	\$2,000,000 each occurrence \$2,000,000 aggregate

B. Upon request by the Client, the Consultant shall provide a Certificate of Insurance evidencing such coverage and shall not cancel, reduce, restrict or change in any way the insurance coverage provided, without giving at least thirty (30) days prior written notice to the Client.

17. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The Consultant agrees not to disclose to third parties, without the Client's prior written permission, confidential or proprietary information or trade secrets provided to the Consultant or its employees, agents, or subcontractors, which have not been previously disclosed to the Consultant by outside third parties, or which are not in the public domain, except to the extent that such information is required by law or by the professional obligations of the Consultant to be disclosed. The Consultant will use its reasonable efforts to safeguard from unauthorized disclosure to third parties any such information given to it. The Client agrees not to disclose to third parties confidential or proprietary information provided to it by the Consultant without prior written permission.

Ownership of intellectual property in any drawings, documents, information, samples, models, patterns, or any other tangible or intangible thing existing prior to the date of execution of this Agreement and any developments or improvements to that intellectual property and any intellectual property created or developed otherwise than in connection with the Services at any time remains with Consultant.

Notwithstanding the foregoing, Client agrees that Consultant may include the Client's name and a general description of the Services provided, including both narrative and photographic representations of the Services, in general informational presentations made by Client for the promotion of its expertise and experience.

18. REPORTING AND DISPOSAL REQUIREMENTS

A. Nothing contained in this Agreement shall be construed or interpreted as requiring the Consultant to assume the status of an owner, operator, generator, transporter, storer, treater, disposer or person who arranges for disposal, as those terms, or any other terms, appear within any federal or state statute governing the treatment, storage and disposal of hazardous or toxic substances or wastes. The Client shall be solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies of the existence of any hazardous, toxic or dangerous materials located on or in the project site(s), or discovered during the performance of the Services under this Agreement.

B. The Client shall be solely responsible for making and paying for all necessary arrangements to lawfully store, treat, recycle, dispose of, or otherwise handle hazardous or toxic substances or wastes, including, but not limited to, used or unused samples, drill cuttings, or water from well development, sampling and/or testing left on the project site(s) by the Consultant. The Client agrees to be the signatory as generator for any manifests required for such materials. The Consultant may, in its sole discretion, agree to make such arrangements on behalf of the Client, as the Client's agent, however, no agreement by the Consultant to make such arrangements on behalf of the Client on any such occasion shall confer any responsibility or liability upon the Consultant or be construed to be an agreement to make such arrangements on any preceding or succeeding occasions.

19. DISPUTES

In the event of a dispute between the parties regarding performance of any obligation arising under this Agreement, the parties shall attempt in good faith to resolve the dispute through negotiation. If the dispute cannot be settled through negotiation within 14 days after written notice of the dispute is given by one party to the other, then upon service of a written demand by either party, the parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association. Mediation shall take place in the Commonwealth of Virginia, and the costs of mediation shall be borne equally by the parties. If within 30 days after service of a written demand for mediation, the mediation does not result in settlement of the dispute, then upon service of a written demand by either party, any unresolved dispute shall be decided by arbitration in the Commonwealth of Virginia, by a single arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and utilizing the substantive law of the Commonwealth of Virginia. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

20. TERMINATION

A. If either party (1) commits a breach of any material obligation under this Agreement; or (2) becomes insolvent or unable to meet its financial obligation; or (3) be adjudicated bankrupt the other party may notify the failing party in writing that it is in default of its contractual obligations and instruct it to immediately correct the fault. If the default is not immediately corrected, the notifying party may, without prejudice to any other right or remedy it may have, terminate the Agreement. This Agreement may also be terminated for convenience by the mutual written consent of both parties with 30 days prior written notice.

B. Upon termination of the Agreement, the Client shall immediately compensate the Consultant for work completed and Services rendered. In addition, an equitable adjustment shall be made to provide for termination costs arising from commitments which had become firm before termination, and for the winding down and protection of the work. If the Consultant is in default, the Client shall be entitled to deduct from the monies owing to the Consultant the amount of any incremental costs reasonably incurred in correcting the default, provided that such incremental costs are certified to the Consultant. There shall be no payment for loss of anticipated profits or consequential damages.

C. All provisions of the Agreement under the headings TERMS AND CONDITIONS, LIMITATION OF LIABILITY, INDEMNIFICATION and REPORTING AND DISPOSAL REQUIREMENTS shall survive the termination, suspension or completion of this Agreement.

21. UNFORESEEN CIRCUMSTANCES

If, during the performance of Services under this Agreement, any unforeseen conditions or occurrences, including without limitation unforeseen hazardous substances or waste, are encountered which, in Consultant's sole judgment, may significantly affect the Services, the risk involved in providing the Services, or the Scope of Services, Client will agree with Consultant to modify the Scope of Services and Consultant will provide an estimate of additional charges to include provisions for the previously unforeseen circumstances. Such estimate, when executed by Client and Consultant will be a valid change order in accordance with the provisions of Section 10 of this Agreement. As an alternative, Consultant may terminate Services under this Agreement in writing effective on the date specified by Consultant, in which event Client shall pay Consultant for services performed to the date of termination, plus reasonable expenses of termination.

22. DELAYS

Consultant shall not be held liable for any delay or failure in performance of any part of this Agreement by reason of any cause beyond its reasonable control, or any delays resulting from the Client or any other third parties actions or inactions.

23. FORCE MAJEURE

Consultant shall not be liable to Client for any loss, liability, cost, damage or expense arising out of the delay or failure to render Services under this Agreement where such delay or failure arises by reason of legislative, administrative or government prohibition, fire, weather conditions, earthquakes, or any other natural disasters, hostilities, civil disturbances, labor or industrial disputes, acts of God or any other event beyond the reasonable control of Consultant, in which event either party may terminate that portion of the Services under this Agreement not yet completed, and Consultant shall have no further liability to Client therefore. A change authorization extending the time to perform and stating an appropriate fee adjustment may be elected by mutual agreement of the parties hereto.

24. ETHICS AND BUSINESS PRACTICES

Both parties shall comply with all applicable local, state, and federal regulations and laws, ordinances, rules, and regulations, as well as the U.S. Foreign Corrupt Practices Act, UK Bribery Act, or other law as the may apply.

25. NOTICES

Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified below their respective signatures or to such other addresses of which a party shall have notified the other in accordance with the provisions of this Section.

26. WAIVER.

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing by the party to be bound.

27. SEVERABILITY

If any provision or portion of this Agreement shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto.

28. ASSIGNMENT OF AGREEMENT

Neither the Client nor the Consultant shall assign any rights or obligations under this Agreement without the prior written consent of the other.

29. GOVERNING LAW

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law provisions.

30. ENTIRE AGREEMENT

The written Agreement constitutes the entire Agreement between the Client and the Consultant. It supersedes all prior written or oral agreements, or contemporaneous communications with respect to the subject matter thereof, and has not been induced by any representation, statements, or agreements other than those herein expressed.

31. MODIFICATION OF AGREEMENT

The conditions of this Agreement may not be modified except by written agreement between the Consultant and the Client, and no amendment to this Agreement shall be binding on either party unless reduced to writing, and signed by an officer or duly authorized representative of the party sought to be bound thereby.



Exhibit A

WORK AUTHORIZATION

TO: Tetra Tech, Inc.

FROM: Charter Township of Ypsilanti

WORK AUTHORIZATION NO.: 001

PROJECT TITLE: Phase I Environmental Site Assessment Update and Hazardous Building Materials Survey

PROJECT LOCATION: Charter Township of Ypsilanti Community Center, 2025 Clark Road

Pursuant to the terms and conditions of the Consulting Services Agreement dated (enter MSA date), this Work Authorization hereby authorizes Tetra Tech, Inc. to perform the specific services and under the particular conditions set forth herein:

- SCOPE OF WORK:** Per the Scope of Work attachment hereto.
- COMPENSATION:** Work will be invoiced on a time and materials basis not to exceed \$28,701 as detailed in Tetra Tech's April 10, 2019 proposal without written authorization from the Charter Township of Ypsilanti.
- BILLING SCHEDULE:** Monthly
- TIME FOR COMMENCEMENT:** April 20, 2019
- TIME FOR COMPLETION:** August 31, 2019
- REPORTING REQUIREMENTS:** Tetra Tech will prepare a Phase I ESA Update and Hazardous Building Materials Survey. Optional documents may include letter summaries of asbestos abatement and clearance testing results, lead abatement and clearance testing results, and radon gas mitigation system installation and clearance testing results. Tetra Tech will provide draft documents to the Charter Township of Ypsilanti for review in .pdf electronic format. Final documents will be delivered electronically.
- OTHER PROVISIONS:** None.

Upon execution of this Work Authorization, Client and Tetra Tech agree to bound by and comply with all the terms and conditions contained in the above referenced Consulting Services Agreement, except as modified by the specific terms and conditions, if any, contained herein.

APPROVED AND ACCEPTED BY:

Tetra Tech, Inc.
(Consultant)

Signed: _____
 Name: _____
 Title: _____
 Date: _____

Charter Township of Ypsilanti
(Client)

Signed: <u>Brenda L. Stumbo</u>	<u>Karen Lovejoy Roe</u>
Name: <u>Brenda L. Stumbo</u>	<u>Karen Lovejoy Roe</u>
Title: <u>Supervisor</u>	<u>Clerk</u>
Date: <u>April 17, 2019</u>	

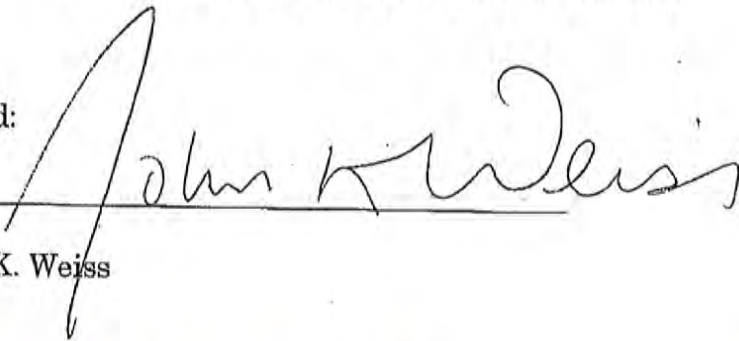
**AGREEMENT BETWEEN THE FRIENDS OF
RUTHERFORD POOL AND THE CHARTER
TOWNSHIP OF YPSILANTI**

The Charter Township of Ypsilanti (hereinafter "Township") and the Friends of Rutherford Pool, non-profit organization recognized by the IRS as a 501 (c) (3) public charity, (hereinafter "Friends"), agree as follows:

- A. The length of this Agreement between the Township and the Friends shall extend through September 30, 2019.
- B. The Friends agree that the fee structure for pool admission, swimming classes, adult water exercise classes, baby bubbles program, swim team program, season passes and daily fees for Ypsilanti Township residents shall be the same as the fee structure for Ypsilanti City residents.
- C. The Friends agree to permit Township Day Camps to use the pool facilities during normal pool admission hours subject to standard daily pool admission fees.
- D. The Friends agree to grant full and partial scholarships to Township residents for swimming programs based upon financial need.

- E. The Township agrees to provide funding in the amount of \$5,000 to the Friends to provide support for the operation and capital improvement of Rutherford Pool.
- F. The Friends agree to add the Township as an additional insured to its liability insurance policy associated with the Rutherford Pool operation during the term of this Agreement.

Signed:



John K. Weiss



Brenda Stumbo

Ypsilanti Township Supervisor

April 17, 2019



Karen Lovejoy Roe

Ypsilanti Township Clerk

April 17, 2019


Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of April 9, 2019 between DTE Electric Company ("Company") and Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 7, 2018 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

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

1. DTE Work Order Number:	53654310	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[Onandaga Ave @ Service Dr], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install two (2) new wood poles, one (1) 58w LED Leotek fixture, and one (1)17'6" arm.	
5. Estimated Total Annual Lamp Charges	\$141.58	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$3,120.80
	Credit for 3 years of lamp charges:	\$424.74
	CIAC Amount (cost minus revenue)	\$2,696.06
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices <i>Brenda L. Stumbo / Karen Lovejoy Roe</i> 	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

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

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

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

B. Customer will maintain an initial inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

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

Name: N/A Title: N/A
Phone Number: N/A Email: N/A

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

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

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

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

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

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: Brenda L. Stumbo | Karen Lovejoy Roe

Name: Brenda L. Stumbo | Karen Lovejoy Roe

Title: Supervisor | Clerk

April 17, 2019

SIGN HERE

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]



ECORSE RD

US 12

1-94 SERVICE DRIVE

Install new pole, 58w LED, code 48 arm.

Install wood pole

N1201
130-139 W LED

V3402
60-69 W LED

P5990
60-69 W LED

P5949
60-69 W LED

P5989
60-69 W LED

P5950
60-69 W LED

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #7 REVISED 4/16/19**

April 16, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND	Total Increase	<u><u>\$5,507.00</u></u>
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Request to increase budget for PTO payouts at 75% of the hours requested. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$2,810.00
		Net Revenues	<u><u>\$2,810.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-201-000-708.004	\$2,610.00
	FICA	101-201-000-715.000	\$200.00
		Net Expenditures	<u><u>\$2,810.00</u></u>

Request to increase budget for the purchase and installation of streetlight near Onandaga Avenue and the Service Drive intersection. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$2,697.00
		Net Revenues	<u><u>\$2,697.00</u></u>
Expenditures:	Streetlight - Construction	101-956-000-926.050	\$2,697.00
		Net Expenditures	<u><u>\$2,697.00</u></u>

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)	Total Increase	<u><u>\$28,701.00</u></u>
--	-----------------------	----------------------------------

Request to increase the budget \$28,688 for the professional services of Tetra Tech to perform Environmental Phase I Testing to complete lead test, radon test, and asbestos test at the Community Center. This testing is required in order to receive future HUD CDBG grant funds for flooring replacement. An amount of \$15,000 will be funded by reimbursement from an Environmental Assessment Grant provided by the Washtenaw County Brownfield Redevelopment Authority and \$13,701 will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	County Grant	212-000-000-540.000	\$15,000.00
		212-000-000-699.000	\$13,701.00
		Net Revenues	<u><u>\$28,701.00</u></u>
Expenditures:	Community Center - Improvement	212-970-000-976.008	\$28,701.00
		Net Expenditures	<u><u>\$28,701.00</u></u>

* Revision #2 - amount requested by Clerk 4/16/19

Motion to Amend the 2019 Budget (#7) – REVISED 4/16/19

Move to increase the General Fund budget by \$5,507 to \$9,733,789 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General Fund II budget by \$28,701 to \$1,664,113 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



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

MAY 7, 2019 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	182,176.07
HAND CHECKS -	\$	582,432.50
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	764,608.57

Check Date	Check	Vendor Name	Amount
Bank AP AP			
04/09/2019	181765	CAMPBELL TITLE AGENCY OF MICHIGAN	222.90
04/12/2019	181766	COMCAST CABLE	106.85
04/12/2019	181767	COMCAST CABLE	6,579.81
04/12/2019	181768	DTE ENERGY	10,063.76
04/12/2019	181769	DTE ENERGY**	64,715.95
04/12/2019	181770	DTE ENERGY**	64,693.68
04/12/2019	181771	GUARDIAN ALARM	1,463.19
04/12/2019	181772	GUARDIAN ALARM	171.27
04/12/2019	181773	PNC EQUIPMENT FINANCE, LLC	7,022.07
04/16/2019	181774	COMCAST CABLE	134.55
04/16/2019	181775	COMCAST CABLE	106.85
04/16/2019	181776	COMCAST CABLE	106.85
04/16/2019	181777	COMCAST CABLE	234.85
04/16/2019	181778	CONSTELLATION NEW ENERGY	10,717.86
04/16/2019	181779	YPSILANTI COMMUNITY	1,571.54
04/22/2019	181780	COMCAST CABLE	141.85
04/22/2019	181781	WASTE MANAGEMENT	57.52
04/22/2019	181782	WASTE MANAGEMENT	482.92
04/22/2019	181783	WASTE MANAGEMENT	107,665.82
04/22/2019	181784	WASTE MANAGEMENT	31,401.44
04/22/2019	181785	WASTE MANAGEMENT	993.33
04/22/2019	181786	WEX BANK	1,105.83
04/30/2019	181787	AT & T	34.28
04/30/2019	181788	AT & T	177.52
04/30/2019	181789	BLUE CROSS BLUE SHIELD OF MI	175,177.06
04/30/2019	181790	BLUE CROSS BLUE SHIELD OF MI	34,334.36
04/30/2019	181791	CLEAR RATE COMMUNICATIONS, INC	842.98
04/30/2019	181792	COMCAST BUSINESS	1,239.00
04/30/2019	181793	COMCAST CABLE	116.37
04/30/2019	181794	COMCAST CABLE	181.61
04/30/2019	181795	COMCAST CABLE	146.85
04/30/2019	181796	COMCAST CABLE	214.90
04/30/2019	181797	COMCAST CABLE	106.85
04/30/2019	181798	DEARBORN NATIONAL LIFE INSURANCE	4,689.46
04/30/2019	181799	DELTA DENTAL PLAN OF MICHIGAN	11,673.78
04/30/2019	181800	STATE OF MICHIGAN==	75.00
04/30/2019	181801	VISION SERVICE PLAN	3,189.19
04/30/2019	181802	WASTE MANAGEMENT	39,308.96
04/30/2019	181803	WASTE MANAGEMENT	1,163.64

AP TOTALS:

Total of 39 Checks:	582,432.50
Less 0 Void Checks:	0.00
Total of 39 Disbursements:	582,432.50

User: mharris

CHECK NUMBERS 181804 - 181915

DB: Ypsilanti-Twp

Check Date	Check	Vendor Name	Amount
Bank AP AP			
05/07/2019	181804	AARON SIEGFRIED	450.00
05/07/2019	181805	ACCUSHRED LLC	65.00
05/07/2019	181806	AIS CONSTRUCTION EQUIPMENT	477.43
05/07/2019	181807	ALL PRO EXERCISE	722.50
05/07/2019	181808	ALLGRAPHICS CORPORATION	429.62
05/07/2019	181809	AMAZON CAPITAL SERVICES	1,572.60
05/07/2019	181810	AMERIGAS - YPSILANTI	711.92
05/07/2019	181811	ANGELA WATTS	50.77
05/07/2019	181812	ANN ARBOR CLEANING SUPPLY	659.70
05/07/2019	181813	ANN ARBOR WELDING SUPPLY CO	279.93
05/07/2019	181814	ATCHINSON FORD	486.74
05/07/2019	181815	AUTO VALUE YPSILANTI	642.65
05/07/2019	181816	CARLISLE/WORTMAN ASSOCIATES	13,311.90
05/07/2019	181817	CARTER LUMBER COMPANY	44.84
05/07/2019	181818	CGS, INC.	900.00
05/07/2019	181819	CHARTER TOWNSHIP OF YPSILANTI	75.00
05/07/2019	181820	CHELSEA BRODFUEHRER	2,394.75
05/07/2019	181821	CINCINNATI TIME SYSTEMS	699.20
05/07/2019	181822	COLD CUT KRUISE	90.00
05/07/2019	181823	COMPLETE BATTERY SOURCE	69.23
05/07/2019	181824	COURT INNOVATIONS INC	540.00
05/07/2019	181825	CRAWFORD DOOR SALES	18.00
05/07/2019	181826	CRYSTAL FLASH, INC.	6,381.71
05/07/2019	181827	CRYSTAL LYTE	100.00
05/07/2019	181828	DAVID JOHN CRESCIO	24.84
05/07/2019	181829	DAWN FARM	2,387.50
05/07/2019	181830	DIUBLE EQUIPMENT INC.	31.38
05/07/2019	181831	DTE ENERGY COMPANY -	2,696.06
05/07/2019	181832	DTE ENERGY COMPANY -	2,485.95
05/07/2019	181833	DTE ENERGY COMPANY -	2,974.90
05/07/2019	181834	DTE ENERGY COMPANY -	1,879.29
05/07/2019	181835	DTE ENGERY	957.50
05/07/2019	181836	DYNAMIC BRANDS	130.48
05/07/2019	181837	ELITE TECHNICAL SERVICES GROUP	768.00
05/07/2019	181838	EMERGENCY VEHICLE SERVICES	19,715.70
05/07/2019	181839	ESRI	1,877.10
05/07/2019	181840	FASTENAL	378.59
05/07/2019	181841	FIBER LINK	145.75
05/07/2019	181842	FRED ANSTEAD	734.77
05/07/2019	181843	GOAL SPORTING GOODS	208.86
05/07/2019	181844	GORDON FOOD SERVICE INC.	390.74
05/07/2019	181845	GRAINGER	1,019.25
05/07/2019	181846	GRIFFIN PEST SOLUTIONS	93.00
05/07/2019	181847	HASTINGS AIR-ENERGY CONTROL	489.84
05/07/2019	181848	HERITAGE-CRYSTAL CLEAN, LLC	297.45
05/07/2019	181849	HOME DEPOT	1,928.45
05/07/2019	181850	JACQUELINE REED	193.88
05/07/2019	181851	JOHN DOUGLASS	1,645.00
05/07/2019	181852	KAREN LOVEJOY ROE	86.07
05/07/2019	181853	KIMBERLEE RAGLIN	35.00
05/07/2019	181854	LANGUAGE LINE SERVICES	30.59
05/07/2019	181855	LARDNER ELEVATOR COMPANY	225.00
05/07/2019	181856	LIGHTING SUPPLY COMPANY	180.07
05/07/2019	181857	LOWE'S	94.92
05/07/2019	181858	LUBRICATION ENGINEERS	346.87
05/07/2019	181859	MARK HAMILTON	1,750.00
05/07/2019	181860	MARK MEDOS	79.49
05/07/2019	181861	MCCULLY'S EDUCATIONAL RESOURCE CTR	138.00
05/07/2019	181862	MENARDS, INC.	1,396.86
05/07/2019	181863	METRO AIRPORT TRUCK	1,028.81
05/07/2019	181864	MI CUSTOM SIGNS	373.00
05/07/2019	181865	MICHIGAN ASSOC. OF PLANNING	675.00
05/07/2019	181866	MICHIGAN CAT	299.03
05/07/2019	181867	MICHIGAN DEPT. OF AGRICULTURE	145.00
05/07/2019	181868	MICHIGAN LINEN SERVICE, INC.	1,793.80
05/07/2019	181869	MICHIGAN MUNICIPAL LEAGUE	596.00
05/07/2019	181870	MICHIGAN URGENT CARE ANN ARBOR	575.00
05/07/2019	181871	MILTON ANDREWS	3,630.00
05/07/2019	181872	MLIVE MEDIA GROUP	308.00
05/07/2019	181873	NATIONAL FIRE PROTECTION ASSOC	125.00
05/07/2019	181874	NFPA	60.35
05/07/2019	181875	NTG ENTERPRISES INC.	468.75
05/07/2019	181876	O'BRYANS LOCK & KEY*	447.00
05/07/2019	181877	OAKLAND COUNTY	1,919.25
05/07/2019	181878	OFFICE EXPRESS	677.09
05/07/2019	181879	ORCHARD, HILTZ & MCCLIMENT INC	23,424.25
05/07/2019	181880	PEPSI BEVERAGES COMPANY	303.43
05/07/2019	181881	PH & S	90.00

Check Date	Check	Vendor Name	Amount
05/07/2019	181882	PRESTIGE FLAG	499.75
05/07/2019	181883	PRIORITY ONE EMERGENCY	139.99
05/07/2019	181884	PUBLIC SAFETY CENTER	284.91
05/07/2019	181885	R.J. THOMAS MANUFACTURING CO, INC.	597.00
05/07/2019	181886	RESIDEX, LLC	2,716.88
05/07/2019	181887	RHETT REYES	1,737.00
05/07/2019	181888	RUBBER STAMPS UNLIMITED INC	33.50
05/07/2019	181889	SAM'S CLUB DIRECT	397.20
05/07/2019	181890	SHERWIN WILLIAMS COMPANY	178.40
05/07/2019	181891	SHOCONNA DIXON	100.00
05/07/2019	181892	SITEONE LANDSCAPE SUPPLY, LLC	1,319.17
05/07/2019	181893	SOUTHERN COMPUTER WAREHOUSE	8,582.44
05/07/2019	181894	SPARTAN DISTRIBUTORS	15,750.11
05/07/2019	181895	SUPERIOR DIESEL	843.10
05/07/2019	181896	THOMSON REUTERS - WEST PAYMENT CTR	40.48
05/07/2019	181897	TRANE U.S. INC	207.32
05/07/2019	181898	TWIRLING UNLIMITED	44.00
05/07/2019	181899	UNIFIRST CORPORATION	249.20
05/07/2019	181900	UNIVERSITY TRANSLATORS	642.00
05/07/2019	181901	VERIZON CONNECT NWF, INC.	758.00
05/07/2019	181902	VERMEER OF MICHIGAN, INC.	1,561.53
05/07/2019	181903	VICTOR'S ROOFING	122.50
05/07/2019	181904	VICTORY LANE	245.01
05/07/2019	181905	W.J. O'NEIL COMPANY	3,565.47
05/07/2019	181906	WASHTENAW COUNTY	3,000.00
05/07/2019	181907	WASHTENAW COUNTY HEALTH DEPT.	256.00
05/07/2019	181908	WASHTENAW COUNTY SHERIFF'S OFFICE	87.00
05/07/2019	181909	WASHTENAW COUNTY TREASURER#	19,147.50
05/07/2019	181910	WASHTENAW COUNTY TREASURER#	86.00
05/07/2019	181911	WASHTENAW COUNTY TREASURER#	72.69
05/07/2019	181912	WEINGARTZ	59.99
05/07/2019	181913	YPSILANTI ACE HARDWARE	217.27
05/07/2019	181914	YPSILANTI COMMUNITY	2,236.51
05/07/2019	181915	YSHELU JOHNSON	468.75

AP TOTALS:

Total of 112 Checks:

182,176.07

Less 0 Void Checks:

0.00

Total of 112 Disbursements:

182,176.07

OLD BUSINESS

RESOLUTION 2019-20
(In Reference to Ordinance 2019-484)

Prohibition
Of Recreational Marihuana Establishments

Whereas, in November of 2018, Michigan voters approved the legalization of recreational marihuana hereinafter referred to as the **2018 Michigan Regulation and Taxation of Marihuana Act**; and

Whereas, prior to the approval of the **2018 Michigan Regulation and Taxation of Marihuana Act** Michigan voters and the Michigan legislature approved two (2) separate and independent statutes which govern medical marihuana only, to-wit: the **Michigan Medical Marihuana Act, Initiated Law 1 of 2008** legalizing medical marihuana and the **Michigan Medical Marihuana Facilities Licensing Act of 2016**; and

Whereas, proposed Township Ordinance 2019-484 entitled **Prohibition of Recreational Marihuana Establishments** applies only to commercial recreational marihuana businesses authorized by the **2018 Michigan Regulation and Taxation of Marihuana Act**; and

Whereas, proposed Township Ordinance 2019-484 does not affect medical marihuana patients' rights or medical marihuana caregivers' rights under the **2008 Medical Marihuana Ballot Initiative**, including an individual medical marihuana patient's right to grow up to twelve (12) marihuana plants for personal use or a medical marihuana caregivers right to grow up to seventy-two (72) plants for their patients and themselves, and;

Whereas, the focal point of proposed Township Ordinance 2019-484 concerns potential recreational marihuana businesses that could be located within the boundaries of the Charter Township of Ypsilanti ; and

Whereas, under the **2018 Michigan Regulation and Taxation of Marihuana Act**, a recreational marihuana business includes a number of different types of commercial enterprises which are as follows:

- (1) Recreational marihuana growers and sellers of up to 2,000 marihuana plants;
- (2) Recreational marihuana safety compliance facilities (defined as testing facilities for potency and presence of contaminants);
- (3) Recreational marihuana processors (preparation of marihuana plants by compounding, blending, extracting, and infusing marihuana);
- (4) Recreational marihuana microbusinesses (cultivates, processes, and packages up to 150 marihuana plants); and
- (5) Recreational marihuana retailer (retail sale of marihuana)
- (6) Recreational marihuana transporters (transports marihuana to and from other marihuana establishments); and

Whereas, under the **2018 Michigan Regulation and Taxation of Marihuana Act** the Michigan Department of Licensing and Regulatory Affairs (LARA) is responsible for adopting rules and regulations applicable to commercial recreational marihuana businesses; and

Whereas, LARA's initial meeting regarding the drafting of rules and regulations to govern recreational marihuana businesses pursuant to the **2018 Michigan Regulation and Taxation of Marihuana Act** was scheduled to convene during the week of **March 25, 2019**; and

Whereas, under Governor Gretchen Whitmer's recent executive order, a new State agency is expected to oversee the licensing of recreational marihuana businesses pursuant to the **2018 Michigan Regulation and Taxation of Marihuana Act** once the governing the rules and regulations have been properly promulgated and approved as required by the Act; and

Whereas, Municipalities have the right, under the **2018 Michigan Regulation and Taxation of Marihuana Act**, to decide whether commercial

recreational marihuana businesses are permitted within their communities and if they are permitted, the type or types of businesses so allowed, the zoning districts in which said businesses would be permitted as well as the enactment of other local regulations and requirements that would be deemed to be in the best interests of the community; and

Whereas, before the Ypsilanti Township Board of Trustees can consider the salient issues of whether commercial recreational marihuana businesses are in the best interests of the Township, and if so, the types of businesses that may be suited to the Township based upon the zoning district(s) for such businesses and whether other local regulations and requirements should be adopted, the Township Board needs to be fully apprised prior thereto of all of the rules and regulations that will be promulgated and adopted by LARA governing commercial recreational marihuana businesses pursuant to the **2018 Michigan Regulation and Taxation of Marihuana Act**; and

Whereas, pursuant to the **2018 Michigan Regulation and Taxation of Marihuana Act**, if the Township does not adopt an Ordinance prohibiting commercial recreational marihuana businesses, any commercial recreational marihuana business licensed by the State, is automatically allowed to operate within Ypsilanti Township; and

Whereas, in order to avoid a situation where a commercial recreational marihuana business is licensed by the State to operate within the Township, before the Township Board has carefully considered whether to allow the businesses to operate within the Township, the Township Board hereby determines that it is in the best interest of the Township to maintain the status quo until the State of Michigan by and through LARA adopts the required rules and regulations applicable to commercial recreational marihuana businesses so as to allow the Township Board an opportunity to carefully review the same;

Now Therefore,

Be it resolved, that Ordinance No. 2019- 484 prohibiting recreational marihuana establishments (businesses) within Ypsilanti Township as set forth in

the **2018 Michigan Regulation and Taxation of Marihuana Act** is hereby adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI
COUNTY OF WASHTENAW, STATE OF MICHIGAN
PROPOSED ORDINANCE 2019-484

***Prohibition of Recreational Marihuana
Establishments Ordinance***

An ordinance to provide a title for the ordinance; to define words; to prohibit marihuana establishments within the boundaries of the Charter Township of Ypsilanti pursuant to ***Initiated Law 1 of 2018, MCL 333.27951 et seq*** as may be amended; to provide penalties for violation of this ordinance; to provide for severability; to repeal all ordinances or parts of ordinances in conflict therewith; and to provide an effective date.

CHARTER TOWNSHIP OF YPSILANTI
COUNTY OF WASHTENAW, STATE OF MICHIGAN

ORDAINS:

Section I
Title

This ordinance shall be known as and be cited as the Charter Township of Ypsilanti Prohibition of Marihuana Establishments Ordinance.

Section II
Definitions

Words used herein shall have the definitions as provided for in ***Initiated Law 1 of 2018, MCL 333.27951 et seq***, as may be amended.

Section III
No Marihuana Establishments

The Charter Township of Ypsilanti hereby prohibits all marihuana establishments within the boundaries of the Township pursuant to ***Initiated Law 1 of 2018, MCL 333.27951 et seq*** as may be amended.

Section IV
Violations and Penalties

1. Any person who disobeys, neglects or refuses to comply with any provision of this ordinance or who causes, allows or consents to any of the same shall be deemed to be responsible for the violation of this ordinance. A violation of this ordinance is deemed to be a nuisance per se.
2. A violation of this ordinance is a municipal civil infraction, for which the fines shall not be less than One Hundred and No/100 (\$100.00) Dollars nor more than Five Hundred and No/100 (\$500.00) Dollars, in the discretion of the Court. The foregoing sanctions shall be in addition to the rights of the Township to proceed at law or equity with other appropriate and proper remedies. Additionally, the violator shall pay costs which may include all expenses, direct and indirect, which the Township incurs in connection with the municipal civil infraction.
3. Each day during which any violation continues shall be deemed a separate offense.
4. In addition, the Township may seek injunctive relief against persons alleged to be in violation of this ordinance, and such other relief as may be provided by law.
5. This ordinance shall be administered and enforced by the Ordinance Enforcement Officer of the Township or such other person(s) as designated by the Township Board from time to time.

Section V
Severability

The provisions of this ordinance are hereby declared to be severable. If any clause, sentence, word, section or provision is hereafter declared void or unenforceable for any reason by a Court of competent jurisdiction, it shall not affect the remainder of such ordinance which shall continue in full force and effect.

Section VI
Repeal

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

Section VII
Effective Date

This ordinance shall become effective upon publication in a newspaper of general circulation as required by law. **This ordinance shall cease effect on June 30, 2020.**

McLain & Winters
61 N. Huron
Ypsilanti, MI 48197
(734) 481-1120
(734) 481-8909 FAX

Memo

To: Ypsilanti Township Board of Trustees
From: Angela King
Date: February 4, 2019
Re: **Proposed Recreational Medical Marijuana Ordinance**

In November 2018, Michigan voters approved the legalization of recreational marijuana (Recreation Marijuana Ballot Initiative 1 of 2018). This Ballot Initiative is not to be confused with the Michigan **Medical Marijuana Act** passed in 2008 which legalized **medical** marijuana or the Michigan **Medical Marijuana Facilities Act** passed in 2016. The 2008 Medical Marijuana Ballot Initiative, the 2016 Medical Marijuana Facilities Act and the 2018 Recreational Marijuana Ballot Initiative are three separate laws. The proposed Ordinance **only** relates to the 2018 Recreational Marijuana law. It does **not** affect medical marijuana patients rights or medical marijuana caregivers rights under the 2008 Medical Marijuana Act. The proposed ordinance does not affect an individual's right under to grow up to 12 marijuana plants for personal use or a caregiver's right to grow up to 72 plants for their patients and themselves. The only area that the proposed ordinance concerns are potential **recreational marijuana businesses** within the Township.

What is a recreational marijuana business ?

Under the 2018 law, a recreational marijuana business, includes a number of different types of commercial enterprises: (1) recreational marijuana growers and sellers of up to 2,000 marijuana plants; (2) recreational marijuana safety compliance facilities (testing facilities for potency and presence of contaminants); (3) recreational marijuana processors (preparation of marijuana plant by compounding, blending, extracting,

infusing marijuana); (4) recreational marijuana microbusinesses (cultivates, processes and packages 150 marijuana plants); (5) recreational marijuana retailer (retail sale of marijuana); and (6) recreational marijuana transporters (transports marijuana to and from other marijuana establishments).

Township Boards have the right, under the 2018 Ballot Initiative, to decide whether large scale commercial recreational marijuana businesses are permitted within their communities.

The Recreational Marijuana Act of 2018 does not have a specific deadline for when a municipality must act if it wishes to opt out (prohibit) recreational marijuana establishments. However, under the new law, **if a Township does not take action to prohibit commercial recreational marijuana businesses, they are automatically allowed.**

A number of cities and townships have already adopted ordinances which prohibit recreational marijuana establishments within their borders. It is important that this issue be considered and decided by the Board since non-action under the Recreational Marijuana Act is considered permission to locate within the Township. Once a recreational marijuana establishment is licensed and operating within a Township which has not adopted an ordinance prohibiting such establishments, the business will be allowed to continue so long as the operation complies with state law and regulations.

I have drafted a proposed ordinance which, if adopted, will, prohibit recreational marijuana businesses within the Township. If in the future, this Board or future Boards wish to revisit the issue, the ordinance may be changed. If the ordinance is not adopted, all types of recreational marijuana businesses will automatically be allowed to locate within the Township.

If the Ordinance is adopted, it will preserve the status quo and allow time for the State to adopt regulations governing how this new law will be applied to commercial marijuana businesses. Maintaining the status quo will also enable you to learn from other communities that allow commercial marijuana businesses to operate within their borders. This will help you to decide whether permitting marijuana businesses in Ypsilanti Township will add or detract from the overall community environment. It will also allow time to consider other important questions such as zoning districts and

other special considerations that the Township may have regarding recreational marijuana businesses.

End memo.

Angela B. King

NEW BUSINESS

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2019-06 (In Reference to Ordinance 2019-486)

AMENDING ARTICLE XXVII OF THE ZONING ORDINANCE TO ADD THE CONDITIONAL REZONING TEXT AMENDMENTS

Whereas, Section 3405 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended, authorizes a property owner, or their authorized representative, to voluntarily offer conditions to the rezoning of their property as a means to provide a voluntary mechanism for an applicant to self-limit their request; and

Whereas, the Township Planning Consultants recommended updates to the zoning ordinance to specify the process and circumstances for conditional rezonings under the Michigan Zoning Enabling Act; and

Whereas, the Township Planning Consultants have recommended amendments to the Charter Township of Ypsilanti's (Township) Planning Commission (Commission) to the Township's Zoning Code; and

Whereas, at its regularly scheduled meeting held April 9, 2019, the Commission recommended approval of the Planning Consultant's proposed amendments to the Township's Zoning Code to the Township Board to update Article XXVII – Changes and Amendments to specify the process and circumstances for conditional rezonings,

Whereas, proposed Ordinance No. 2019-486 has revised the current existing Ordinance in such a fashion as to incorporate the above changes recommended; and

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

Now Therefore, Be it resolved, that the Charter Township of Ypsilanti Board of Trustees does hereby approve Ordinance No. 2019-486 as attached, by amending Article XXVII of the Township's Zoning Code as noted, replacing it with proposed Ordinance No. 2019-486, which ordinance reflects the suggestions and input of the Township's Planning Consultant as recommended by the Commission.

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE 2019-486

AN ORDINANCE AMENDING ARTICLE XXVII OF THE ZONING ORDINANCE TO ADD THE CONDITIONAL REZONING TEXT AMENDMENTS

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

SECTION 1. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XXVII:

Township Zoning Ordinance Article XXVII, "Changes and Amendments" by amending Section 2701 "Initiation of amendments", and adding Section 2705 "Conditional amendment of the official zoning map", as follows:

Sec. 2701. - Sec. 2701. - Initiation of amendments:

The township board may from time to time, on recommendation from the planning commission, amend, supplement or change the district boundaries or the regulations herein, or subsequently established herein. Amendments to the provisions of this ordinance (i.e. ordinance text amendment) may be initiated by the township board, the planning commission or by petition from one or more residents or property owners of the township. An amendment to the official zoning map (i.e. rezoning) may be initiated by the township board, the planning commission or by the owner or owners of the property that is the subject of the proposed amendment. All proposed amendments to the provisions of this ordinance or the official zoning map shall be referred to the planning commission for public hearing and recommendation to the township board, prior to consideration thereof by the township board pursuant to the authority and procedure established in Act. No. 184 of the Public Acts of Michigan of 1943 (MCL 125.271 et seq.) Act No. 110 of the Public Acts of Michigan of 2006 (MCL 125.3101 et seq.), as amended.

Sec. 2705. – Conditional amendment of the official zoning map:

The Township Board shall have the authority to place conditions on an amendment to the official zoning map, commonly referred to as a conditional rezoning, provided the conditions have been voluntarily offered in writing by the applicant and are acceptable to the Township Board. In exercising its authority to consider a conditional rezoning, the Township is also authorized to impose the following limitations:

- (a) An owner of land may voluntarily offer written conditions relating to the use and/or development of land for which a conditional rezoning is requested. This offer may be made either at the time the application for conditional rezoning is filed, or additional conditions may be offered at a later time during the conditional rezoning process as set forth below.
 - (1) The owner's offer of conditions may not authorize uses or developments not permitted in the requested zoning district. The owner's offer of conditions shall bear a reasonable and rational relationship to the property for which the conditional rezoning is requested.
 - (2) A conditional rezoning that would also require approval of a conditional use, variance or site plan under the terms of this ordinance shall not be effective until approval for a conditional use, variance or site plan is ultimately granted in accordance with the provisions of this ordinance.
- (b) The offer of conditions may be amended during the process of conditional rezoning consideration, provided that any amended or additional conditions are entered voluntarily by the owner and confirmed in writing. An owner may withdraw in writing all or part of its offer of conditions any time prior to final rezoning action of the Township Board, provided that, if such withdrawal occurs subsequent to the Planning Commission's public hearing on the original rezoning request, then the

rezoning application shall be referred back to the Planning Commission for a new public hearing with appropriate notice and a new recommendation.

- (c) The procedure for consideration of Conditional Rezoning request by the Planning Commission and Township Board shall be the same as provided in Section 2702 for all other requests for amendments to the official zoning map. The following additional information shall also be required:
 - (1) A Conditional Rezoning request shall be initiated by the submission of a proposed Conditional Rezoning Agreement. A Conditional Rezoning Agreement shall include the following:
 - a. A written statement prepared by the applicant that confirms the Conditional Rezoning Agreement was proposed by the applicant and entered into voluntarily.
 - b. A written statement prepared by the applicant that confirms that the property shall not be used or developed in a manner that is inconsistent with conditions placed on the rezoning.
 - c. A list of conditions proposed by the applicant.
 - d. A time frame for completing the proposed improvements.
 - e. A legal description of the land.
 - f. A Sketch Plan in sufficient detail to illustrate any specific conditions proposed by the applicant.
 - (2) The Notice of Public Hearing on a Conditional Rezoning request shall include a general description of the proposed agreement being considered. A review of the proposed agreement shall be conducted at the public hearing.
 - (3) A Conditional Rezoning may be approved upon the criteria set forth in Sec. 2704 and a finding and determination that all of the following are satisfied:
 - a. The conditions, proposed development, and/or proposed use of the land are designed or proposed for public health, safety, and welfare purposes.
 - b. The conditions, proposed development and/or proposed use are not in material conflict with the Master Plan, or, if there is material conflict with the Master Plan, such conflict is due to one of the following:
 - i. A change in Township policy since the Master Plan was adopted.
 - ii. A change in conditions since the Master Plan was adopted.
 - iii. An error in the Master Plan.
 - c. The conditions, proposed development and/or proposed use are in accordance with all terms and provisions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Conditional Rezoning Agreement.
 - d. The conditions, proposed development and/or proposed use shall insure compatibility with adjacent uses of land.
- (d) Upon approval by the Township Board of a Conditional Rezoning request and a Conditional Rezoning Agreement, as provided by this Section, the Zoning Map shall be amended to reflect a new zoning classification along with a relevant designation that will provide reasonable notice of the Conditional Rezoning Agreement.

- (e) A Conditional Rezoning Approval shall expire following a period of time from the effective date of the rezoning established by the Township Board, unless progress has been diligently pursued and substantial completion has occurred in accordance with permits issued by the Township.
 - (1) In the event the conditional rezoning expires, the rezoning and the Conditional Rezoning Agreement shall be void and of no effect.
 - (2) If the Conditional Rezoning becomes void, no development shall be undertaken and no permits for development shall be issued until such time as a new zoning district classification of the property has become effective as a result of one or both of the following actions that may be taken:
 - a. The property owner seeks a new rezoning classification for the property; and/or
 - b. The Township initiates a new rezoning request for the property to a reasonable district classification, in accordance with the conventional rezoning procedure.
- (f) Recording. A Conditional Rezoning Approval shall not become effective until the Conditional Rezoning Agreement is recorded with the Washtenaw County Register of Deeds and a certified copy of the Agreement is filed with the Township Clerk.
- (g) Violation of Conditional Rezoning Agreement. If development and/or actions are undertaken on or with respect to the property in violation of the Conditional Rezoning Agreement, such development and/or actions shall constitute a violation of this ordinance and deemed a nuisance per se. In such case, the Township may issue a stop work order relative to the property and seek any other lawful remedies. Until curative action is taken to bring the property into compliance with the Conditional Rezoning Agreement, the Township may withhold, or, following notice and an opportunity to be heard, revoke permits and certificates, in addition to or in lieu of such other lawful action to achieve compliance.

SECTION 3. SEVERABILITY. In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

SECTION 4. PUBLICATION. This ordinance shall be published in a newspaper of general circulation as required by law.

SECTION 5. EFFECTIVE DATE: This ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

SECTION 6. REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Charlotte Wilson, Planning and Development Coordinator
Re: **1st Reading of Resolution 2019-06, Proposed Ordinance 2019-487, amending Article 27 of the Zoning Ordinance to add the conditional rezoning text amendments.**
Copy: McLain & Winters, Township Attorneys
Date: April 24th, 2019

Please be advised that the Planning Commission recommended approval of the proposed changes to Article 27 to add the conditional rezoning text amendments. The enclosed packet includes the following components:

1. Planning Commission meeting minutes and amended recommendation 4/9/19
2. Planning Commission meeting minutes and recommendation 1/22/19
3. Planning Commission staff report 4/5/19
4. Memo from Carlisle/Wortman Associates and proposed text amendments 12/13/18
5. Recommended motion language 1/22/19
6. Resolution and proposed text amendments 1/31/19

Please be further advised that on April 9th, 2019 the Planning Commission made the following recommendation to the Township Board:

A motion was made by Commissioner Krieg, supported by Commissioner Richie to amend the recommendation of approval to the Township Board of Trustees made on January 22, 2019 to read as follows: I move to recommend approval to the Township Board of Trustees to add the proposed conditional rezoning text amendment to Article XXVII. The motion passed unanimously.

I respectfully request that you place this information packet and recommendation for approval on the **May 7th, 2019** Board of Trustees meeting agenda for its consideration. Please contact me with questions or concerns.



Carlisle | Wortman
ASSOCIATES, INC.

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

TO: Charlotte Wilson, Planning and Zoning Coordinator
Mike Radzik, Director of Community Services

FROM: Richard K. Carlisle, AICP

DATE: December 13, 2018

RE: Conditional Rezoning Amendment

Pursuant to our meeting with the Planning Commission, I have revised the amendment to the Zoning Ordinance for conditional rezonings. This is now ready for the Planning Commission to conduct its public hearing.

Please let me know if you have any questions.

Yours Truly,

CARLISLE/WORTMAN ASSOC., INC.

Richard K. Carlisle, PCP, AICP

President

Cc: Dennis McClain, Township Attorney

ARTICLE XXVII. - CHANGES AND AMENDMENTS

Sec. 2701. - Initiation of amendments:

The township board may from time to time, on recommendation from the planning commission, amend, supplement or change the district boundaries or the regulations herein, or subsequently established herein. Amendments to the provisions of this ordinance (i.e. ordinance text amendment) may be initiated by the township board, the planning commission or by petition from one or more residents or property owners of the township. An amendment to the official zoning map (i.e. rezoning) may be initiated by the township board, the planning commission or by the owner or owners of the property that is the subject of the proposed amendment. All proposed amendments to the provisions of this ordinance or the official zoning map shall be referred to the planning commission for public hearing and recommendation to the township board, prior to consideration thereof by the township board pursuant to the authority and procedure established in ~~Act. No. 184 of the Public Acts of Michigan of 1943 (MCL 125.271 et seq.)~~ Act No. 110 of the Public Acts of Michigan of 2006 (MCL 125.3101 et seq.), as amended.

(Ord. No. 2003-327, 1-20-04)

Sec. 2702. - Application procedure:

An amendment to this ordinance text or the official zoning map shall be initiated by submission of a completed application on a form supplied by the community and economic development director, including an application fee, which shall be established by resolution of the township board. Amendments initiated by the township board or planning commission do not require an application or fee.

- (a) In the case of an amendment to the official zoning map, the application shall be accompanied by the following:
 - (1) The name and address of the owner of the subject property and a statement of the applicant's interest in the subject property, if not the owner in fee simple title;
 - (2) A legal description and street address of the subject property;
 - (3) A written description of how the requested rezoning satisfies the requirements identified in section 2703;
 - (4) A site analysis plan, the scale of which shall be no less than one inch = 200 feet and includes the following information:
 - a. A title indicating the nature of the rezoning request, the applicant's name and the site address or general location;

- b. A legend indicating the owner of record, the engineer, surveyor or drafter, as applicable, the date of submission, scale and north arrow;
- c. A boundary survey of the subject property;
- d. The location of existing site boundary lines, buildings, structures or other improvements, parking areas, driveways, points of ingress and egress for the site and adjacent parcels;
- e. The location, width and names of existing streets and public or private easements adjacent to the site;
- f. The location of existing and proposed man-made features, including but not limited to drainage or utility structures or improvements;
- g. The location of existing natural features, including but not limited to the location of existing drainage courses, regulated floodplains or wetlands and other relevant information the planning commission has determined to be necessary and essential to making an informed recommendation to the township board; and
- h. Existing and proposed zoning classification(s) of the site and adjacent parcels.

(Ord. No. 2003-327, 1-20-04)

Sec. 2703. - Amendment procedure—Public hearing and notice:

- (a) Upon certification by the community and economic development department that the application for amendment is complete, the item shall be scheduled before the planning commission to set a public hearing.
- (b) In all cases of a text amendment or rezoning of individual or multiple properties, the planning commission shall conduct a public hearing to present the request and to receive comments. Notice of the hearing shall be given in accordance with the requirements of Section 103 of the Michigan Zoning Enabling Act, Act 110 of 2006, as amended. An affidavit of mailing shall be maintained.
- (c) If an individual property or several adjacent properties are proposed for rezoning, the township shall give separate notice for each property for which approval is being considered. Such notice shall be consistent with the notice required by paragraph (b) above.
- (d) A sign shall be placed on the subject property to inform the public that a request for rezoning has been filed, and to indicate the location of information regarding the

request. The sign shall be placed in a conspicuous location where it is readable from the public road, not less than 15 days prior to the date the application will be considered for approval. The sign shall meet the following requirements:

- (1) The sign shall be three feet by three feet in area, painted white with black lettering.
 - (2) The sign shall state "This property petitioned for rezoning from XX to XX" with four-inch tall block letters. The sign shall also state "If you have any questions call the Charter Township of Ypsilanti Community Development Department at 734-485-3943" and indicate the rezoning identification number assigned by the township with two-inch tall block letters.
- (e) Following the public hearing, the planning commission shall identify and evaluate factors relevant to the petition and the criteria in this article and shall make its recommendation to the township board.
 - (f) The community and economic development department shall forward a copy of the application, planning commission recommendation and minutes of the public hearing to the township board and request the township clerk to place the application on the agenda of the next regularly scheduled meeting of the township board.
 - (g) Following receipt of the findings and recommendation of the planning commission, the township board shall consider the proposed amendment. The township board shall conduct two readings on the proposed amendment. The township board then shall approve or deny the amendment, based on the criteria contained in this article.

(Ord. No. 2003-327, 1-20-04; Ord. No. 2008-386, 10-7-08)

Sec. 2704. - Criteria for amendment of the official zoning map:

In considering any petition for an amendment to the official zoning map, the planning commission and township board shall consider the following criteria in making its findings, recommendations and decision:

- (a) Consistency with the goals, policies and future land use map of the Charter Township of Ypsilanti Master Plan, including any sub-area or corridor plans. If conditions have changed since the master plan was adopted, the rezoning may be found to be consistent with recent development trends in the area.
- (b) Compatibility of the site's physical, geological, hydrological and other environmental features with all uses permitted in the proposed zoning district compared to uses permitted under current zoning.

- (c) Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one of the uses permitted under the current zoning.
- (d) The compatibility of all uses permitted in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values compared to uses permitted under current zoning.
- (e) The capacity of township utilities and services sufficient to accommodate all the uses permitted in the requested district without compromising the "health, safety and welfare" of the township.
- (f) The capacity of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district. A traffic impact study in accordance with the requirements of the township traffic impact study ordinance shall be provided if the proposed rezoning district permits uses that could generate 100 or more directional trips during the peak hour, or at least 1,000 more trips per day than the majority of the uses that could be developed under the current zoning, as determined by the community and economic development department.
- (g) The apparent demand for the types of uses permitted in the requested zoning district in the township, and surrounding area, in relation to the amount of land in the township, and surrounding area, currently zoned and available to accommodate the demand.
- (h) The boundaries of the requested zoning district are sufficient to meet the dimensional regulations for the zoning district listed in article XX, schedule of regulations.
- (i) If a rezoning is appropriate, the requested zoning district shall be more appropriate from the township's perspective than another zoning district.
- (j) The requested rezoning will not create an isolated and unplanned spot zone.
- (k) The request has not previously been submitted within the past one year, unless conditions have changed, or new information has been provided.
- (l) Other criteria as determined by the planning commission or township board which would protect the health and safety of the public, protect public and private investment in the township, and enhance the overall quality of life in Charter Township of Ypsilanti.

(Ord. No. 2003-327, 1-20-04)

Sec. 2705. – Conditional amendment of the official zoning map:

The Township Board shall have the authority to place conditions on an amendment to the official zoning map, commonly referred to as a conditional rezoning, provided the conditions have been

voluntarily offered in writing by the applicant and are acceptable to the Township Board. In exercising its authority to consider a conditional rezoning, the Township is also authorized to impose the following limitations:

- (a) An owner of land may voluntarily offer written conditions relating to the use and/or development of land for which a conditional rezoning is requested. This offer may be made either at the time the application for conditional rezoning is filed, or additional conditions may be offered at a later time during the conditional rezoning process as set forth below.
 - (1) The owner's offer of conditions may not authorize uses or developments not permitted in the requested ~~new~~-zoning district. The owner's offer of conditions shall bear a reasonable and rational relationship to the property for which the conditional rezoning is requested.
 - (2) ~~Any use or development proposed as part of an offer of conditions~~A conditional rezoning that would also require ~~special use~~ approval of a conditional use, variance or site plan under the terms of this ordinance shall not be effective until ~~may only be commenced if special use~~ approval for a conditional use, variance or site plan ~~such use or development~~ is ultimately granted in accordance with the provisions of this ordinance.
 - (3) ~~Any use or development proposed as part of an offer of conditions that would require a variance under the terms of this ordinance may only be commenced if a variance for such use or development is ultimately granted by the Zoning Board of Appeals in accordance with the provisions of this ordinance.~~
 - (4) ~~Any use or development proposed as part of an offer of conditions that would require site plan approval under the terms of this ordinance may only be commenced if site plan approval for such use or development is ultimately granted in accordance with the terms of this ordinance.~~
- (b) The offer of conditions may be amended during the process of conditional rezoning consideration, provided that any amended or additional conditions are entered voluntarily by the owner and confirmed in writing. An owner may withdraw in writing all or part of its offer of conditions any time prior to final rezoning action of the Township Board, provided that, if such withdrawal occurs subsequent to the Planning Commission's public hearing on the original rezoning request, then the rezoning application shall be referred back to the Planning Commission for a new public hearing with appropriate notice and a new recommendation.
- (c) The procedure for consideration of Conditional Rezoning request ~~by the Planning Commission and Township Board~~ shall be the same as provided in Section 2702 for all other requests for amendments to the official zoning map. ~~and the requirements of said Sections shall be applicable to Conditional Rezoning in addition to~~ The following additional information shall also be required:

- (1) A Conditional Rezoning request shall be initiated by the submission of a proposed Conditional Rezoning Agreement. A Conditional Rezoning Agreement shall include the following:
 - a. A written statement prepared by the applicant that confirms the Conditional Rezoning Agreement was proposed by the applicant and entered into voluntarily.
 - b. A written statement prepared by the applicant that confirms that the property shall not be used or developed in a manner that is inconsistent with conditions placed on the rezoning.
 - c. A list of conditions proposed by the applicant.
 - d. A time frame for completing the proposed improvements.
 - e. A legal description of the land.
 - f. A Sketch Plan in sufficient detail to illustrate any specific conditions proposed by the applicant.
- (2) The Notice of Public Hearing on a Conditional Rezoning request shall include a general description of the proposed agreement being considered. A review of the proposed agreement shall be conducted at the public hearing.
- (3) A Conditional Rezoning may be approved upon the criteria set forth in Sec. 2704 and a finding and determination that all of the following are satisfied:
 - a. The conditions, proposed development, and/or proposed use of the land are designed or proposed for public health, safety, and welfare purposes.
 - b. The conditions, proposed development and/or proposed use are not in material conflict with the Master Plan, or, if there is material conflict with the Master Plan, such conflict is due to one of the following:
 - i. A change in Township policy since the Master Plan was adopted.
 - ii. A change in conditions since the Master Plan was adopted.
 - iii. An error in the Master Plan.
 - c. The conditions, proposed development and/or proposed use are in accordance with all terms and provisions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Conditional Rezoning Agreement.

- d. The conditions, proposed development and/or proposed use shall insure compatibility with adjacent uses of land.
- (d) Upon approval by the Township Board of a Conditional Rezoning request and a Conditional Rezoning Agreement, as provided by this Section, the Zoning Map shall be amended to reflect a new zoning classification along with a relevant designation that will provide reasonable notice of the Conditional Rezoning Agreement.
- (e) A Conditional Rezoning Approval shall expire following a period of time from the effective date of the rezoning established by the Township Board, unless progress has been diligently pursued and substantial completion has occurred in accordance with permits issued by the Township.
 - (1) In the event the conditional rezoning expires, the rezoning and the Conditional Rezoning Agreement shall be void and of no effect.
 - (2) If the Conditional Rezoning becomes void, no development shall be undertaken and no permits for development shall be issued until such time as a new zoning district classification of the property has become effective as a result of one or both of the following actions that may be taken:
 - a. The property owner seeks a new rezoning classification for the property; and/or
 - b. The Township initiates a new rezoning request for the property to a reasonable district classification, in accordance with the conventional rezoning procedure.
- (f) Recording. A Conditional Rezoning Approval shall not become effective until the Conditional Rezoning Agreement is recorded with the Washtenaw County Register of Deeds and a certified copy of the Agreement is filed with the Township Clerk.
- (g) Violation of Conditional Rezoning Agreement. If development and/or actions are undertaken on or with respect to the property in violation of the Conditional Rezoning Agreement, such development and/or actions shall constitute a violation of this ordinance and deemed a nuisance per se. In such case, the Township may issue a stop work order relative to the property and seek any other lawful remedies. Until curative action is taken to bring the property into compliance with the Conditional Rezoning Agreement, the Township may withhold, or, following notice and an opportunity to be heard, revoke permits and certificates, in addition to or in lieu of such other lawful action to achieve compliance.

**CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION
MINUTES OF THE JANUARY 22, 2019 REGULAR MEETING**

Chair Jason Iacoangeli called the regular meeting to order at 6:31 pm in the Ypsilanti Township Civic Center Board Room 7200 S. Huron River Drive, Ypsilanti Township.

Commissioners Present: Chair Jason Iacoangeli and Commissioners Gloria Peterson, Bill Sinkule, Stan Eldridge, Sally Richie, Laurence Krieg and Muddasar Tawakkul

Commissioners Absent: None

Others in Attendance: Megan Mason-Minock, Carlisle-Wortman Associates; Elliot Smith, OHM; Charlotte Wilson, Planning and Development Coordinator

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF THE DECEMBER 11, 2018 REGULAR MEETING MINUTES

A motion was made by Commissioner Krieg supported by Commissioner Eldridge to approve the minutes of the December 11, 2018 Regular Meeting. The motion carried unanimously.

4. APPROVAL OF AGENDA

A motion was made by Commissioner Eldridge supported by Commissioner Sinkule to approve the agenda. The motion carried unanimously.

5. PUBLIC HEARINGS AND PLAN REVIEW

A. PRELIMINARY SITE PLAN AND SPECIAL LAND USE – GROUP 10 MANAGEMENT – 2169 WASHTENAW AVENUE – TO CONSIDER THE PRELIMINARY SITE PLAN AND SPECIAL LAND USE PERMIT FOR THE CONSTRUCTION OF A 5,400 SQUARE FOOT GAS STATION AND CONVENIENCE STORE LOCATED AT 2169 WASHTENAW AVENUE, PARCEL K-11-06-478-001.

Charlotte Wilson, Planning and Zoning Coordinator said the site is zoned B-3, General Business, is .71 acres and currently vacant. In addition to the store there would be 8 gas pumps. There would be no auto repair onsite. Per Section 306 the proposed use is principally permitted subject to Special Conditions which are outlined in Section 1829 of the Township Zoning Ordinance. The proposed would require a Special Land Use permit as outlined in Section 2119 of the Zoning Ordinance. The public notice was published on January 3, 2019. The project received preliminary site plan approval on December 16, 2015 but since it has expired the applicant resubmitted their application. South, east and west of the property is Master Planned Urban Commercial Corridor and zoned B-3, General Business and all the uses are commercial. North of the property is the City of Ypsilanti and the use is commercial.

Carlisle-Wortman Associates reviewed the preliminary site plan and Special Land Use permit and in a November 12, 2018 letter recommended approval with the following conditions: reduce parking requirements by reducing building size or providing more parking or obtain a waiver from the Planning Commission and confirming the ability to reduce lighting from 11 pm to sunrise. OHM recommended approval in a November 16, 2018 letter. Ypsilanti Community Utilities Authority recommended approval in a September 6, 2018 letter with minor comments related to detailed engineering. Washtenaw County Water Resources offered comments related to detailed engineering in a January 16, 2019 letter. Washtenaw County Road Commission stated the plans meet technical approval in a November 16, 2018 letter. Michigan Department of Transportation offered preliminary approval and the applicant would need to obtain a

**Charter Township Of Ypsilanti
Planning Commission Regular Meeting Minutes
January 22, 2019
Page 2**

permit. Ypsilanti Township Fire Department recommended approval in a November 13, 2018 letter.

She pointed out that motions for approval should be separate, one for the preliminary site plan and one for the Special Land Use permit. One public comment was received via email from the property owner to the east.

Megan Masson-Minock, Carlisle-Wortman Associates said the proposed size of the store is large compared to surrounding stores which are between 2,600 and 1,200 square feet. She also highlighted that this parcel has been designated as a node in the "Re-imagine Washtenaw Corridor" plan which promotes buildings being placed at the hard corner. The corner has also been identified as a "super stop" location for the AAATA. The applicant said the gas station would not meet the vision of the improvement plan and the building could not be placed at the hard corner because the gas pumps need the visibility. The applicant would not be able to place the bus pull off lane on Washtenaw Avenue because that would remove access from that road. The applicant also provided details on why they could not meet the corridor improvement study in a memo dated October 31, 2018. She stated the Commission had to decide whether or not to grant a parking waiver. Based on the size of the store they are deficient in 6 parking spaces. She said there are three options to meet the parking requirements: a) reduce the parking requirement by reducing the building size, b) provide more parking onsite or c) seek a parking waiver. The applicant chose to pursue the waiver. There will be pedestrian access to the site and the applicant asked the Commission to count each space at the gas pumps towards the overall site requirement. The Ordinance does not recognize pump spaces as parking spaces.

She stated one outstanding item from their review was exterior lighting. Section 2110, subsection ii, item I states all business exterior lighting fixtures be turned off between 11 pm and sunrise unless used for security purposes or the business is open past 11 pm. She said there was no indication that lights would be turned off or if they would meet the exception in the Ordinance. She said Carlisle-Wortman recommends approval for both preliminary site plan and Special Land Use with the conditions of parking and exterior lighting.

Commissioner Sinkule asked why the super stop was not on the site plan.

Ms. Masson-Minock stated because the applicant could not meet the requirements. She continued that there is little in the Ordinance that could enforce meeting requirements along the corridor and recommended that be looked into during the Ordinance update.

Commissioner Iacoangeli said he had serious concerns about the design. He said the building's location on the lot would look like a brick wall when facing it from the CVS. He said the idea that the pumps needed to be visible is false in an urban environment and believed the building could go at the hard corner and the pumps could go where the proposed building was on the site plan. He said that there would be a lot of pedestrian traffic due to the bus stop and the residential neighborhood to the south and having the building at the corner would allow greater walkability.

Commissioner Krieg said he has worked with the "Re-Imagine Washtenaw" committee for 11 years and the plan is a long-term project and he believed that if the Commission were to approve the gas station it would set the plans back. He said that he would not approve the design because it did not meet the purpose of the 2014 Corridor Improvement Study, he believed it would not be compatible with future land uses in the area and that it would not contribute any necessary functions or contribute to the Township's growth.

Commissioner Sinkule asked if the Commission had to approve the plans because they were approved in 2015.

Ms. Masson-Minock stated the Township attorney would be best suited to answer that question and said Carlisle-Wortman were not part of the 2015 review.

**Charter Township Of Ypsilanti
Planning Commission Regular Meeting Minutes
January 22, 2019
Page 3**

Commissioner Iacoangeli said that because the original site plan expired, the plans in front of the Commission would be treated as brand new.

Commissioner Peterson asked where parking would be located.

Ms. Masson-Minock stated it was in front of the building and wrapped around.

Commissioner Richie commented that the gas station would not fit the vision. She asked why the site plan could not be changed to better fit. She said the intersection was one of the busiest in the county and the pumps should not have to be visible. She said she would vote no.

Commissioner Tawakkul asked how long the parcel has been vacant and if the applicant has been the owner since then.

Ms. Masson-Minock said approximately 2 years.

The applicant responded yes from the audience.

Commissioner Tawakkul asked if the Commission was stating as a body they do not want a gas station at that site at all or if they were stating that they would like a gas station but it would need to meet all criteria.

Commissioner Iacoangeli said he did not mind the gas station but it had to meet all criteria. He said that if the Commissioners were not comfortable making a decision because the attorney was not present, he would be fine with a motion to table.

Elliot Smith, OHM Advisors said his office confirmed that all past approval letters that had contingencies had been addressed before issuing their letter. He said they recommended approval from an engineering standpoint.

Scott Tousignant, Boss Engineering, 3121 E. Grand River, Howell MI said the only changes made to the new plan was increasing the sidewalk width to 8 feet and canopy light levels. He said they went back to all of the agencies and have either gotten approval or are close to getting approval. He said they were prepared to add a row of shrubs to the south side of the building along the property line and to improve the aesthetics on the building. He justified fewer parking spaces with the claim there would be pedestrian use. He agreed that the AAATA bus lane created issues and worked with Michigan Department of Transportation to get approved for a right turn only in and out access point on Washtenaw Avenue.

Jack Knowles, Group 10 Management stated he was surprised at the comments because in 2015 they received unanimous approval. They have built several gas stations and 5,400 square feet is in the middle in terms of size. He said the design and materials are an improvement over the station that was there previously and what is in the area. He added most business is at the gas pumps and people leave their vehicles at the pump when going inside the store which would free up parking spaces for others. He said the bus stop would not work for any business at that corner since it would take away Washtenaw Avenue access. He said building at the hard corner would be a problem because people want "easy in/out" to access the pumps.

Commissioner Richie asked why the store size could not be reduced to add parking and why the plan could not be reversed.

Mr. Knowles said they have worked with the Township to include as much criteria as they could. He said the Master Plan is a guide and there needs to be flexibility.

Commissioner Richie said it would be possible for it to be built differently to meet all the criteria.

Commissioner Eldridge asked why they didn't build when originally approved.

**Charter Township Of Ypsilanti
Planning Commission Regular Meeting Minutes
January 22, 2019
Page 4**

Mr. Knowles said projects were delayed and someone lost track of timelines.

Commissioner Eldridge said it did not matter what way the building faced, someone would face a large back wall. He said the parcel had been vacant for longer than 3 years, closer to 6-7 years and he would vote to approve.

Commissioner Krieg said the goal is to make Washtenaw Avenue a walkable area and he does not think people would want to have a cup of coffee at a gas station if they were walking. He said gas stations are 100% designed for vehicles.

Mr. Knowles said every business on Washtenaw Avenue is vehicle dependent and they tried to make their plan fit the criteria by widening the sidewalk.

Commissioner Eldridge reminded the Commissioners that the gas station at Washtenaw Avenue and Cornell was torn down recently and rebuilt and the store portion was not moved to the front of the parcel. He said this location was part of "Re-Imagine Washtenaw" and that there have been diversions from the vision. He asked if there were any alternatives that would add 6 parking spaces.

Ms. Masson-Minock said the applicant was clear they would like to maintain the size of the building and to obtain a parking waiver.

Commissioner Eldridge asked about the lighting.

Ms. Masson-Minock said they needed to know if the lights would be turned off at 11 pm and if not, the reason(s) why.

Mr. Knowles said the station would be open 24 hours so the lights would be on all night.

Commissioner Eldridge asked if there would be interior and exterior security cameras.

Mr. Knowles said yes and they would provide tapes to law enforcement as needed.

Commissioner Eldridge said he agreed that the proposed super stop should be installed prior to Hewitt Road for safety and traffic reasons.

Commissioner Richie questioned why the Commissioners would grant a parking waiver since Mr. Knowles said the area and gas station was vehicle dependent.

Mr. Knowles said they feel parking spaces are sufficient based on their past experience but if parking was that big of a concern he would reduce the building size.

The public hearing opened at 7:26 pm

Commissioner Tawakkul asked if the neighboring property owner who emailed comments responded after they received the requested documentation.

Ms. Wilson said no, the owner wanted his comments included in that evening's meeting.

Commissioner Eldridge recalled that in 2015 the applicant tried to enter into an agreement for extra parking but neighboring property owners were uninterested.

Mr. Knowles confirmed and said to his knowledge that has not changed.

The public hearing closed at 7:28 pm

Commissioner Krieg said he wanted the Township attorney's input on whether they had to approve the plans because they were approved in 2015 and suggested tabling the discussion.

Commissioner Eldridge said he opposed this.

A motion was made by Commissioner Eldridge to approve the Preliminary Site Plan for construction of a 5,400 square foot gas station and convenience store for a site zoned B-3, General Business located at 2169 Washtenaw Avenue, Parcel K-11-06-478-001 with the following conditions:

- 1. All exterior lighting be turned off at any time the store would be closed for business, if it remains a 24 hour business acceptable lighting would be approved.**
- 2. Applicant shall obtain applicable Washtenaw County Water Resources Commission, Washtenaw County Road Commission and Michigan Department of Transportation permits and all video interior and exterior camera systems be made available to law enforcement should they need them and that it be a 45 day system.**

And to approve the request of a Special Land Use permit for construction of a 5,400 square foot gas station and convenience store for a site zoned B-3, General Business located at 2169 Washtenaw Avenue, Parcel K-11-06-478-001.

Commissioner Iacoangeli said he wanted to split the motions into 2 separate votes and vote on the Special Land Use permit first. Commissioner Eldridge approved.

A motion was made by Commissioner Eldridge, supported by Commissioner Tawakkul to approve the request of a Special Land Use permit for construction of a 5,400 square foot gas station and convenience store for a site zoned B-3, General Business located at 2169 Washtenaw Avenue, Parcel K-11-06-478-001.

The motion failed as follows:

**Richie: No Krieg: No Eldridge: Yes Peterson: Yes Sinkule: No
Tawakkul: Yes Iacoangeli: No**

Once the Special Land Use motion failed, Commissioner Eldridge withdrew his motion for preliminary site plan approval.

Commissioner Peterson said she would be open to tabling the discussion to try and work with the applicant and obtain the attorney's input.

Commissioner Iacoangeli said that if the applicant is going to return for preliminary site plan, staff could put them on the next available agenda and tabling would not be necessary.

Mr. Knowles said that because the plan approval was dependent on obtaining a land use permit the project was dead.

Commissioner Eldridge asked if the applicant had to wait one year to resubmit since they were denied. If so, the only option would be to reconsider at that evening's meeting or the next.

Ms. Wilson said the applicant could resubmit within one year if something changed.

Commissioner Peterson asked on whose end.

A discussion followed.

Commissioner Eldridge reiterated his understanding that a reconsider motion would have to be made at the meeting or the next otherwise the applicant had to wait a year.

Commissioner Krieg explained why he voted no to the applicant. He suggested the applicant become familiar with what the ReImagine Washtenaw study looks like and perhaps they could consider submitting an application for a more harmonious business.

**Charter Township Of Ypsilanti
Planning Commission Regular Meeting Minutes
January 22, 2019
Page 6**

Commissioner Tawakkul asked if the Commission was considering rescinding the motion so a motion could put forth to table.

Commissioner Iacoangeli said they voted no because they did not think the gas station was harmonious with the use.

Commissioner Krieg said he thought a motion to reconsider would be out of place. He thought tabling could work because the Commission only voted on one motion.

Commissioner Iacoangeli disagreed and said they needed to move on.

Commissioner Peterson asked for confirmation that Commissioner Iacoangeli said if the applicant made changes they could come back.

Commissioner Iacoangeli said if there was a significant change the staff could make a determination on whether or not to bring it back.

B. ZONING ORDINANCE AMENDMENT – TO CONSIDER THE PROPOSED CHANGES TO ARTICLE XXVIII TO ADD THE CONDITIONAL REZONING TEXT AMENDMENTS.

Ms. Masson-Minock highlighted some changes that were made. On pages 4-5, Section 2705, Item A, the numbers 1, 2, 3 and 4 were collapsed together. Item C was updated in terms of the procedure for consideration of a Conditional Rezoning. She said the next step would be a recommendation to the Township Board.

Commissioner Tawakkul asked if any of the recommendations from the Economic Steering Committee were taken into account.

Ms. Masson-Minock said yes.

Commissioner Krieg said the revisions in Section 2705 were helpful and removed one of the biggest parts of confusion.

Commissioner Richie agreed it was more user-friendly.

A motion was made by Commissioner Krieg, supported by Commissioner Richie to recommend approval to the Township Board of Trustees the proposed changes to Article XXVIII to add the Conditional Rezoning Text Amendments.

The motion carried unanimously.

6. OLD BUSINESS

None

7. NEW BUSINESS

A. MASTER PLAN – TO PROVIDE INPUT ON THE MASTER PLAN UPDATES AND PROCESS.

Ms. Masson-Minock said another Master Plan Workshop is scheduled for February 14-16, 2019 and a flyer will be emailed out in the following week. On February 14, 2019 there will be an Open Studio from 12pm-8pm and on February 15, 2019 from 9pm-6pm. On February 16, 2019 there will be a free pancake breakfast with Township leadership and a panel discussion.

Commissioner Krieg said "Neighborhoods, Jobs and Places" was confusing.

ZONING ORDINANCE AMENDMENT - TO PROVIDE INPUT ON THE PROPOSED ECORSE ROAD ZONING DISTRICT TEXT AMENDMENTS.

Ms. Masson-Minock stated they met with Neighborhood Watch from Oaklawn/Hawthorne and there were concerns about townhouses, the modern building designs and business owners not being able to expand. Opinions were mixed on whether auto repair business and sales should be allowed. Residents would like more small businesses and a family friendly area on Ecorse Road. Sara Jo Shipley, Economic Business Director met with business owners and they saw value in diversity along the corridor. They worry that their businesses were being limited.

She said they want to alter the zoning concept to bring the scale down. Instead of 3 story buildings, make them 1-2 stories. They also want to delay the schedule by at least one month to allow for more conversations with business owners and residents.

Commissioner Tawakkul asked the average age of the businesses on Ecorse Road.

Ms. Masson-Minock said there is a mix of generational and newer.

Commissioner Eldridge said many are 15 years or older.

8. OPEN DISCUSSION FOR ISSUES NOT ON THE AGENDA

A. CORRESPONDENCE RECEIVED

Michigan Association of Planning

B. PLANNING COMMISSION MEMBERS

Commissioner Richie said at the Fairfield Inn's corner where pine trees are located there was a previous discussion where they agreed to re-landscape that area. She asked if that was still going to happen.

Ms. Wilson said she would look into it and report back.

Commissioner Krieg gave an update on Washtenaw Avenue Bus Rapid Transit (BRT) Light. A study was completed and AECOM is almost ready to go out and compete for grants. He also said AAATA locates bus stops after intersections because the Transportation Research Board's guidelines say it is safer.

Commissioner Richie said she did not think the Township had any say in super stop bus locations.

Commissioner Eldridge said he believed AAATA makes the suggestions but it is up to the property owner.

Commissioner Krieg said when Re-Imagine consultants suggested super stops it was for a general idea of an area. He said there are several bodies that need to approve the location and the Township is one of them. AAATA suggests locations but everyone involved has to approve including the Township.

C. MEMBERS OF THE AUDIENCE

None

9. TOWNSHIP BOARD REPRESENTATIVE REPORT

Commissioner Eldridge mentioned recycle and trash would be delayed one day due to freezing temperatures.

10. ZONING BOARD OF APPEALS REPRESENTATIVE REPORT

None

11. TOWNSHIP ATTORNEY REPORT

None

12. PLANNING DEPARTMENT REPORT

Ms. Wilson said the report was included in the Commissioner's packets.

13. OTHER BUSINESS

None

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

The meeting was adjourned at approximately 8:10pm

Respectfully submitted,

Laura Gough
OCS Clerk

Reviewed and approved,

Laurence J. Krieg
Secretary of the Planning Commission

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

TO: Ypsilanti Township Planning Commission

FROM: Charlotte Wilson, Planning and Development Coordinator

DATE: April 5th, 2019

SUBJECT: Request to amend the recommendation of approval to the Township Board of Trustees regarding the Conditional Rezoning Text Amendments to correct a typographical error.

At the January 22nd, 2019 Planning Commission meeting, the following motion was recorded:

*A motion was made by Commissioner Krieg, supported by Commissioner Richie to recommend approval to the Township Board of Trustees the proposed changes to **Article XXVIII** to add the Conditional Rezoning Text Amendments.*

The motion carried unanimously.

Due to a Roman numeral typographical error, the Article of amendment should have been printed as Article 27 (XVII), not Article 28 (XVIII). The public notice had the correct Article listed and, therefore, no additional public hearing is required. Staff requests that the Planning Commission amends the recommendation of approval to accurately reflect the correct Article.

Suggested Motions: *The following suggested motions are intended to assist the Commission in making the desired motion of their choice. The Commission may utilize, add or reject any motion and/or conditions suggested herein as they deem appropriate.*

Motion to amend the recommendation of approval:

“I move to amend the recommendation of approval to the Township Board of Trustees made on January 22nd, 2019 to read as follows:

I move to recommend approval to the Township Board of Trustees to add the proposed Conditional Rezoning Text Amendments to Article XXVII (27).”

Respectfully submitted,



Charlotte Wilson, AICP
Planning and Development Coordinator

**CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION
MINUTES OF THE APRIL 9, 2019 REGULAR MEETING**

Chair Jason Iacoangeli called the regular meeting to order at 6:30 pm in the Ypsilanti Township Civic Center Board Room 7200 S. Huron River Drive, Ypsilanti Township.

Commissioners Present: Chair Jason Iacoangeli and Commissioners Gloria Peterson, Bill Sinkule, Stan Eldridge, Sally Richie, Laurence Krieg and Muddasar Tawakkul

Commissioners Absent: None

Others in Attendance: Angela King, Township Attorney; Megan Mason-Minock, Carlisle-Wortman Associates; Charlotte Wilson, Planning and Development Coordinator

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF THE JANUARY 22, 2019 REGULAR MEETING MINUTES

A motion was made by Commissioner Peterson supported by Commissioner Krieg to approve the minutes of the January 22, 2019 Regular Meeting. The motion carried unanimously.

4. APPROVAL OF AGENDA

A motion was made by Commissioner Eldridge supported by Commissioner Sinkule to approve the agenda. The motion carried unanimously.

5. PUBLIC HEARINGS AND PLAN REVIEW

6. OLD BUSINESS

A. ZONING ORDINANCE AMENDMENT – TO AMEND THE RECOMMENDATION OF APPROVAL TO THE TOWNSHIP BOARD OF TRUSTEES REGARDING THE CONDITIONAL REZONING TEXT AMENDMENTS TO CORRECT A TYPOGRAPHICAL ERROR

Charlotte Wilson, Planning and Zoning Coordinator said at the January 22, 2019 Planning Commission meeting the board recommended approval to amend Article XXVIII to add conditional rezoning text amendments. This was supposed to be in Article XXVII and the error was due to a Roman numeral typographic error. Staff requests the Planning Commission amend the recommended motion of approval to accurately reflect the corrected Article.

A motion was made by Commissioner Krieg, supported by Commissioner Richie to amend the recommendation of approval to the Township Board of Trustees made on January 22, 2019 to read as follows: I move to recommend approval to the Township Board of Trustees to add the proposed conditional rezoning text amendment to Article XXVII. The motion passed unanimously.

7. NEW BUSINESS

A. ZONING ORDINANCE AMENDMENT – TO PROVIDE INPUT ON THE PROPOSED ECORSE ROAD ZONING DISTRICT TEXT AMENDMENTS.

Megan Masson-Minock, Carlisle-Wortman Associates said this meeting would be a work session for a proposed zoning district for Ecorse Road. There will be a Public Hearing at the next meeting in April 2019 and if it is recommended it would go to the Township Board of Trustees for a work session and at least two readings. She said this would be the approach used for all other Township corridors such as Washtenaw, East

**Charter Township Of Ypsilanti
Planning Commission Regular Meeting Minutes
April 9, 2019
Page 2**

Michigan, Huron, etc. She said the amendments came out of the Placemaking Plan that was done in 2018. Ecorse Road would move to form based zoning and other changes would be made including additional striping in the turn lane, on street parking and streetscape which includes trees, landscaping and lighting. She stated the minimum rear setback requirement would change to 10 feet from 20 feet which would enable parking along the rear or sides of buildings.

She said there were also proposed changes in the uses. These include removing auto sales and auto repair (current businesses would be able to remain but no new businesses would be approved).

Commissioner Richie asked for clarification about on street parking locations.

Ms. Masson-Minock said many of the lots are shallow which makes parking difficult. She said they were considering a road diet and creating on street parking areas to help the area redevelop.

She then gave a slideshow presentation detailing the steps one would take to determine design and use per zoning type including non-conforming structures.

Commissioner Iacoangeli asked if detached single family homes could be built.

Ms. Masson-Minock stated no, only attached, in order to make the area more walkable. Any single family homes currently on Ecorse Road could remain.

Commissioner Krieg asked for clarification on height limits for the site types.

Ms. Masson-Minock said Type A is minimum single story and maximum two stories, Type B is minimum single story and maximum two stories with three stories allowed if there was a bonus like a courtyard, and Type C is minimum single story and maximum three stories. Single story height would be 14 feet and two story properties would be 30 feet.

Commissioner Richie asked if one had a legal non-conforming use and the owner sells the property, would the non-conforming use run with the land.

Ms. Masson-Minock stated yes. However if the owner abandons the use then the non-conforming status can fall off.

She asked the Commissioners if any changes would be necessary for the Public Hearing. There were none.

B. MASTER PLAN - TO PROVIDE INPUT ON THE MASTER PLAN UPDATES AND PROCESS.

Ms. Wilson said the Master Plan reveal went well and there were positive comments. She said the Master Plan adoption is in the writing process and she will send it to the Commissioners for review when it is ready.

The categories resulting from the Master Plan project are neighborhoods, jobs and places. Neighborhoods have a strong sense of identity, jobs would be focused on economic development and revitalizing corridors and places would be focused on creating places to connect the Township. She shared the Master Plan vision and mission statements. She said the goals and objectives would be very specific in each category so those in charge of implementation are held accountable.

The future land use map would move towards a more mixed use and Ms. Wilson gave a brief presentation on some map details. A discussion followed between the Commissioners, Ms. Wilson and Ms. Masson-Minock. Ms. Masson-Minock said the map as presented was not in final form and if the Commissioners had suggestions or changes they should let her know.

Ms. Masson-Minock said the Economic Development department would work with a corridor's zoning to recruit retailers and investments. A discussion followed regarding individual corridors and their zoning designations. She said in the future they would need to decide if corridors should have traditional based zoning or form based zoning.

She discussed catalyst projects, which are projects that have an urgency to them as they will make things happen. These include the Zoning Ordinance, healthy neighborhoods, Wiard Road connection near the American Center for Mobility, open space and agricultural preservation and social and cultural presence. Healthy neighborhoods would be concentrated on preserving neighborhoods with increased safety, infrastructure investment, healthy food access, healthy environments, easy access to all forms of transportation, job creation and educational opportunities. Regarding the Wiard Road connection, there is no north/south connection between Wiard Road and East Michigan Avenue which cuts off neighborhoods and land parcels. She said this project is going to be difficult to get approved but it is vitally important. She then discussed open space and agricultural preservation and said this will be difficult as well due to the way the Township has been zoned. She said this will have to be done in partnership with others to preserve land because it is not something that can be accomplished with zoning alone. Social and cultural presence is already in the Township, it just needs to be focused. Residents are upset that media narrative is always negative and want it changed. She suggested public arts, cultural events and increased good public spaces as ways to accomplish this.

She told the Commissioners they are drafting the Master Plan and it should be finished by end of April 2019 so it can be brought to them in May 2019. Per state law the plan will need to be available for review by adjoining communities for either 61 or 63 days and during that time it would also be discussed with the community at neighborhood watch meetings and public meetings. Once a Public Hearing was completed the Commissioners could then recommend approval to the Board of Trustees. The process should be done by end of summer 2019 or early fall 2019.

Commissioner Krieg asked if there were plans with the City of Ypsilanti to coordinate plans or ideas.

Ms. Mason-Minock stated the City is working with the Township on Ecorse Road zoning and a joint corridor improvement agency. Throughout the Master Plan process the City Planner has given her opinion and there are partnership opportunities with the catalyst projects as well. She said she was a part of the City's Master Plan process 6 years ago and is cognizant of that.

8. OPEN DISCUSSION FOR ISSUES NOT ON THE AGENDA

A. CORRESPONDENCE RECEIVED

Michigan Association of Planning

B. PLANNING COMMISSION MEMBERS

Commissioner Krieg said his term as a member of the Ann Arbor Area Transportation Authority (AAATA) Board ends at the end of the month.

C. MEMBERS OF THE AUDIENCE

None

9. TOWNSHIP BOARD REPRESENTATIVE REPORT

Commissioner Eldridge said recreational marijuana continues to be a discussed issue. The first reading occurred one week ago so the Township could opt out while waiting to see what the regulations imposed by the state would be.

Angela King, Township Attorney, said this has to do with the business aspect of the marijuana industry, not the individual use. Individual use is not affected by opting out.

10. ZONING BOARD OF APPEALS REPRESENTATIVE REPORT

Commissioner Iacoangeli said at the last meeting Conditional Use Permits were issued for fireworks sales.

Attorney King stated the Township recently adopted an ordinance which restricts when fireworks can be used.

11. TOWNSHIP ATTORNEY REPORT

None

12. PLANNING DEPARTMENT REPORT

Ms. Wilson said the report was included in the Commissioner's packets. She added that Hampton Inn Suites had a pre-construction meeting on April 2, 2019 and they are ready to begin construction with a June 2020 opening date.

13. OTHER BUSINESS

None

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

The meeting was adjourned at approximately 8:21pm

Respectfully submitted,

Laura Gough
OCS Clerk

Revised and approved,

Laurence J. Krieg
Secretary of the Planning Commission



March 20, 2019

Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

**RE: ASSIGNMENT OF RIGHT-OF-WAY TELECOMMUNICATIONS PERMIT(S)
REQUEST FOR CONSENT**

Right-of-Way Telecommunications Permit by and between Charter Township of Ypsilanti ("Municipality") and LightSpeed Communications, LLC (the "Permit")

Dear Sir or Madam:

Please be advised that effective January 31, 2019, LightSpeed Communications, LLC ("LightSpeed") assigned and transferred to Metro FiberNet, LLC ("MetroNet") substantially all of LightSpeed's assets. As a part of this assignment and transfer, we are asking for your municipality's consent to the assignment of the above-referenced permit.

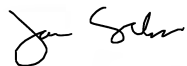
MetroNet is registered with the Michigan Public Service Commission as a Competitive Access Provider. MetroNet has over eight (8) years of experience building robust fiber networks in Indiana, Illinois and Kentucky. MetroNet also has an experienced management team with over one hundred (100) years of combined telecommunications experience and the financial capability to support this fiber network.

Enclosed is a copy of the current Permit and MetroNet's Certificate of Insurance naming Municipality as an additional insurance. If you consent to the assignment of this Permit to MetroNet, please acknowledge by your authorized signature below and **return it to Tim Lebel within ten (10) days at tim.lebel@metronetinc.com.**

If you have any questions or concerns regarding the assignment or the attached document, **please contact Tim Lebel by phone at (517) 331-9419 or email at tim.lebel@metronetinc.com.**

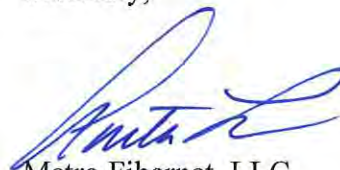
We appreciate your time and attention to this matter.

Sincerely,



LightSpeed Communications, LLC
Jason Schreiber
Member/Manager/Chief Executive Officer
Encls

Sincerely,



Metro Fibernet, LLC
Vice President
and Senior Counsel

ACKNOWLEDGED BY MUNICIPALITY:

By: _____
Title: _____



CERTIFICATE OF LIABILITY INSURANCE

10/1/2019

DATE (MM/DD/YYYY)

3/19/2019

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Twin City Fire Insurance Company	NAIC # 29459
	INSURER B : The Charter Oak Fire Insurance Company	25615
	INSURER C : Travelers Property Casualty Co of America	25674
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
1336856 METRO FIBERNET, LLC
3701 COMMUNICATIONS WAY
EVANSVILLE IN 47715


COVERAGES CERTIFICATE NUMBER: 15965444 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	H-630-2L226007-COF-18	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	H-810-6D474180-TIL-18	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-8J384891-18-13	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	37WEAC8NGC	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROPERTY INCLUDING CARE, CUSTODY & CONTROL	N	N	630-2L226007	10/1/2018	10/1/2019	PROPERTY - PER OCCURENCE; \$2,500 DEDUCTIBLE.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS ADDITIONAL INSURED ON GENERAL, AUTO, AND UMBRELLA LIABILITY COVERAGE, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON WORKERS COMP, GENERAL, AUTO, AND UMBRELLA COVERAGE, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. 30 DAYS NOTICE CANCELLATION APPLIES PER TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER**CANCELLATION**

15965444 CHARTER TOWNSHIP OF YPSILANTI 7200 S. HURON RIVER DRIVE YPSILANTI MI 48197	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

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

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

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

April 17, 2019

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

**Re: Request for Transfer of LightSpeed Communications, LLC
Telecommunications Permit Transfer Request**

Dear Clerk Roe:

As we recently discussed, I reviewed the original Right-of-Way telecommunication permits issued to LightSpeed on **January 7, 2019**. This particular permit is being assigned to **Metro Fibernet**.

Paragraph 11 of the original Permit entitled "**Assignment**" allows the assignment or transfer of all rights under the Permit subject to:

11.1 No such transfer or assignment or change in the control of the Company shall be effective under this Permit, without Municipality's prior approval (**not to be unreasonably withheld**), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control **no later than thirty (30) days after such occurrence; provided, however:**

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the

Karen Lovejoy Roe
Re: LightSpeed Communications, LLC
April 17, 2019
Page 2

transfer or assignment; shall supply Municipality with the information requested under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2. In the event of a change in control, it shall not be an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

Based upon my review of the terms and provisions of the Permit, the Township Board should move forward with the approval of the Transfer Request unless there is a compelling reason why the request should be denied. As of the dictation of this letter, I am aware of no such compelling reason. Further, based on the timing of the Request and the form of the Request, it would appear construction has not been completed. If it had been completed, no Request would be necessary and the Township would only be entitled to receive a Notice of the Transfer.

Although 11.1 does not address any requirement for the transferee to provide evidence of updated insurance certificates, I would suggest the Board require updated certificates as a condition of the approval.

Please feel free to contact this office if there are any further questions. Otherwise, I believe this satisfies your request.

Sincerely,



Dennis O. McLain

/dc

Cc: Township Board
Wm. Douglas Winters

2019 YPSILANTI TOWNSHIP SECOND AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

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

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

1. **Gault Farms, Nancy Park & Shady Knolls Subdivisions:**

Work to include crack sealing. Roads to include: Coleman Street, Georgina Street, Jay Avenue, Jeffery Street, Juneau Road, Molner Street, Borgstrom Avenue, Levona Street, Janet Avenue, Arthur Street, Shirley Drive, Marcus Avenue, Clarita Street, Evelyn Avenue, Share Avenue, Lester Avenue, Hull Avenue, Gault Drive, and Ruth Avenue.

Estimated project cost: **\$ 76,300.00**

2. **West Willow & Turtle Creek Subdivisions:**

Work to include crack sealing. Roads to include: Mary Catherine Avenue, Chevrolet Avenue, Eileen Street, Carol Ann Avenue, Lori Avenue, Zephyr Street, Studebaker Avenue, Buick Avenue, Jeff Avenue, Desoto Avenue, Nash Avenue, Ravinewood Avenue, Sunnyglen Avenue, Glengrove Avenue, Cedarcliff Avenue, Brooktree Court, Briardale Court, Pineridge Court, and Ponderosa Court.

Estimated project cost: **\$ 43,200.00**

3. **Paint Creek Farms Subdivision:**

Work to include crack sealing. Roads to include: Mapleview Lane, Hickory Ridge Drive, Hickory Ridge Court, Maplehurst Drive, Creekside Circle, Oakridge Drive, Oakbrook Drive, Cottonwood Drive, Oakbrook Court, and Oakhurst Drive.

Estimated project cost: **\$ 36,600.00**

4. **Deauville Parish Subdivision:**

Work to include crack sealing. Roads to include: Rue Deauville, Rue Willette and Rue Vendome.

Estimated project cost: **\$ 18,100.00**

5. **Lay Garden Subdivision:**

Work to include crack sealing. Roads to include: Allen Avenue, Jerome Avenue, Lamay Avenue and Whitman Avenue.

Estimated project cost: **\$ 20,800.00**

6. **Creekside Village West Subdivision:**
Work to include crack sealing. Roads to include: Indigo Lane, Indigo Court, Burdock Street, Amaranth Lane, Loon Hollow Drive, Prairie Street, Lakeway Street, Lakeway Court, Plainview Street, Ringneck Drive, and Wing Street.
Estimated project cost: **\$ 33,200.00**
7. **Whispering Meadows Subdivision:**
Work to include crack sealing. Roads to include: Trillium Drive, Jonquil Lane, Tamarack Lane, Lily Drive, Lupin Court, and Dogwood Street.
Estimated project cost: **\$ 10,500.00**
8. **Partridge Creek North Subdivision:**
Work to include crack sealing. Roads to include: Eagle Trace Court, Eagle Trace Drive, Creek Bend Drive, Breezewood Court, Pebblestone Drive, Eden Court, Reflection Court, Mapledale Drive, Hummingbird Court, Hummingbird Drive, Blue Jay Drive, Woodpecker Court, Sofia Drive and Thornhill Drive.
Estimated project cost: **\$ 38,500.00**
9. **Edison Avenue, Packard Road to Burns Avenue:**
Work to include milling the existing pavement, the placement of 2" HMA resurfacing and HMA wing curbing, structure adjustments, and associated project restoration.
Estimated project cost: **\$ 83,900.00**
-

AGREEMENT SUMMARY

2019 LOCAL ROAD PROGRAM

Gault Farms, Nancy Park & Shady Knolls Subdivisions	\$ 76,300.00
West Willow & Turtle Creek Subdivisions	\$ 43,200.00
Paint Creek Farms Subdivision	\$ 36,600.00
Deauville Parish Subdivision	\$ 18,100.00
Lay Garden Subdivision	\$ 20,800.00
Creekside Village West Subdivision	\$ 33,200.00
Whispering Meadows Subidvision	\$ 10,500.00
Partridge Creek North Subdivision	\$ 38,500.00
Edison Avenue	\$ 83,900.00
Subtotal	\$361,100.00
Less WCRC 2019 Conventional Matching Funds	\$ 56,743.07

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
UNDER THIS AGREEMENT DURING 2019: **\$304,356.93**

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor

Witness

Karen Lovejoy Roe, Clerk

Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Sheryl Soderholm Siddall, Managing Director

Witness

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to authorize circuit court litigation to abate public nuisances at 1594 Andrea St and 1499 Grove Rd in the amount of \$20,000 funded in account 101-950.000-801.023**
Copy: McLain & Winters, Township Attorneys
Date: April 25, 2019

The Office of Community Standards has investigated public nuisances at the following locations and authorization is requested to engage legal services to abate said nuisances.

1594 ANDREA ST

This single family house in the Sugarbrook neighborhood has been vacant for several months following the death of its owner. It was inspected pursuant to an administrative warrant on April 23, 2019 resulting in condemnation of the structure. No probate records have been found identifying a responsible party available to serve official notice. The house and detached garage are structurally unsound and the property is densely littered with blight inside and out. Authorization is requested to engage legal services to abate this public nuisance.



CHARTER TOWNSHIP OF YPSILANTI

1499 GROVE RD

This single family house in the Sugarbrook neighborhood has been vacant for several months. OCS staff was eventually able to make contact with its owner, Pam Fletcher, who indicated she was working with the Washtenaw County Treasurer's Office and was unable to make repairs. Ms. Fletcher failed to register the vacant property and it was then inspected pursuant to an administrative warrant on April 23, 2019. The certificate of occupancy has been suspended, the house is uninhabitable due to serious code violations and vermin infestation, and the outside yard is littered with blight. Authorization is requested to engage legal services, if necessary, to abate this public nuisance.



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 authorize circuit court litigation to abate public nuisances by padlocking at 5900 Bridge Rd #408 and 418 Villa Dr in the amount of \$20,000 funded in account 101-950.000-801.023**
Copy: McLain & Winters, Township Attorneys
Date: April 25, 2019

The Office of Community Standards has investigated public nuisances at the following locations and authorization is requested to engage legal services to abate said nuisances by padlocking.

5900 BRIDGE RD #408

Apt# 408 of the Lake Pointe high rise apartment building at 5900 Bridge Rd was the scene of a search warrant executed by LАWNET and the Sheriff's Office CAT Team on March 29, 2019. The narcotics trafficking investigation revealed that the apartment was empty and being used as a "stash house" where nobody actually lived, but where drugs were processed and sold. Police seized a loaded pistol and quantities of crack cocaine, powder cocaine, heroin, fentanyl, and drug trafficking equipment from inside the apartment and from a vehicle stored in the parking lot associated with the investigation. The property is owned and operated by Lake Pointe-Trafalgar Limited Partnership of Bloomfield Hills, Michigan. A second search warrant related to the investigation was executed simultaneously elsewhere.

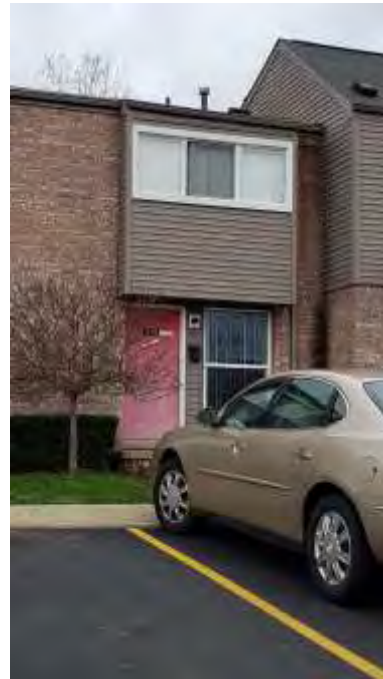


7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-4393

CHARTER TOWNSHIP OF YPSILANTI

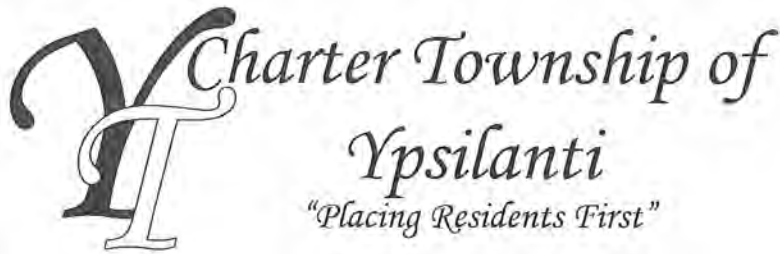
418 VILLA DR

This apartment unit within the Arbor One apartment complex off LeForge Rd is owned by Arbor One 18, LLC of Ypsilanti. It was also the scene of a narcotics trafficking search warrant by LAWNET and the Sheriff's Office CAT Team on March 29, 2019. Officers seized a loaded pistol, cash and methamphetamines, some of which were being flushed down a toilet when officers entered the apartment. The target of the investigation was arrested inside the unit and criminal charges are pending.




Both of these cases were administratively approved for circuit court litigation, and petitions have been filed. Formal authorization is now requested to abate these public nuisances and help safeguard the community by padlocking the apartment units for up to one year as authorized by state law.

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: Township Board
FROM: Brenda L. Stumbo, Supervisor 
DATE: April 17, 2019
RE: Recommended Native Plant Species List

As part of our Bee City USA designation, it is recommended that our Board adopt a Recommended Native Plant Species list.

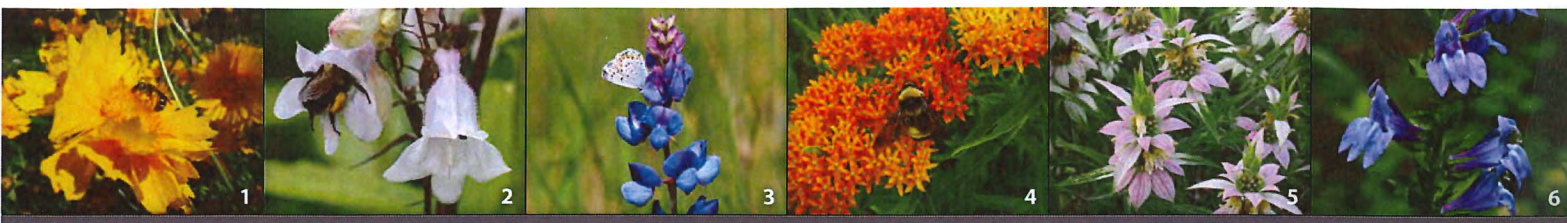
Therefore, as part of our continuing effort to enhance pollinator awareness in our community, we are requesting that the attached list for the Great Lakes Region, provided by the Xerces Society website, be placed on the April 16, 2019 agenda for consideration and be posted on our website.

Thank you for your continued support!

If you have any questions, please let me know.

tk

Attachment



Bloom Period	Common Name	Scientific Name	Life Cycle*	Flower Color	Max. Height†	Water Needs
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Notes This list of pollinator plants for the Great Lakes Region was produced by the Xerces® Society. For more information about pollinator conservation, please visit www.xerces.org.

Forbs

					(Feet)	L: low; M: medium; H: high
Early	1 Lanceleaf coreopsis	<i>Coreopsis lanceolata</i>	P	yellow	2	L
	2 Smooth penstemon	<i>Penstemon digitalis</i>	P	white	2	M
	3 Wild lupine	<i>Lupinus perennis</i>	P	blue	2	L
Mid	4 Butterfly milkweed	<i>Asclepias tuberosa</i>	P	orange	3	L
	5 Dotted mint	<i>Monarda punctata</i>	A, B, P	purple	3	M
	6 Great blue lobelia	<i>Lobelia siphilitica</i>	P	blue	3	H
	7 Purple coneflower	<i>Echinacea purpurea</i>	P	purple	4	M
	8 Purple prairie clover	<i>Dalea purpurea</i>	P	purple	2	L
	9 Virginia mountain mint	<i>Pycnanthemum virginianum</i>	P	white	3	M
	10 Wild bergamot	<i>Monarda fistulosa</i>	P	purple	4	M
Mid-Late	11 Cup plant	<i>Silphium perfoliatum</i>	P	yellow	8	M
	12 Prairie blazing star	<i>Liatris pycnostachya</i>	P	purple	5	M
	13 Purple giant hyssop	<i>Agastache scrophulariifolia</i>	P	purple	6	M
	14 Rattlesnake master	<i>Eryngium yuccifolium</i>	P	white	5	M
	15 Joe Pye weed	<i>Eutrochium fistulosum</i>	P	pink	7	H
	16 Wingstem	<i>Verbesina alternifolia</i>	P	yellow	6	H
Late	17 Bottle gentian	<i>Gentiana andrewsii</i>	P	blue	2	M
	18 Calico aster	<i>Symphotrichum lateriflorum</i>	P	white	3	M
	19 Field thistle	<i>Cirsium discolor</i>	B, P	purple	6	M
	20 New England aster	<i>Symphotrichum novae-angliae</i>	P	purple	6	M
	21 Showy goldenrod	<i>Solidago speciosa</i>	P	yellow	5	M

*Life Cycle abbreviations: A: annual; P: perennial; B: biennial. †Max. Height is an average, individual plants may vary.

Shrubs and Trees

Early-Mid	22 Cockspur hawthorn	<i>Crataegus crus-galli</i>	P	white	35	L
	23 Leadplant	<i>Amorpha canescens</i>	P	purple	3	L
Mid	24 New Jersey tea	<i>Ceanothus americanus</i>	P	white	4	M

This early bloomer can hold its own among grasses and taller species; bees and syrphid flies are common visitors

Semi-evergreen; prolific nectar producer; visited by a huge diversity of butterflies, moths, and bees, including honey bees

Larval host plant for the endangered Karner blue butterfly (*Lycaeides melissa samuelis*; shown), and various other blue butterflies

Milkweeds (*Asclepias* spp.) are host plants for the monarch butterfly (*Danaus plexippus*), and nectar sources for many bees

Tolerates dry, sandy soils; blooms prolifically; highly attractive to beneficial wasps and bees, including honey bees

Great blue lobelia is an exceptional bumble bee plant, and is excellent for rain gardens

Visitors include bees in the genera *Bombus*, *Melissodes*, and *Svastra*, and the leafcutter bee (*Megachile pugnata*)

Honey bees and bumble bees are voracious visitors, as well as several specialist polyester bees (*Colletes* spp.)

This and related species have fragrant foliage, and are visited by blue and copper butterflies, honey bees, and more

Hawk moths, hummingbirds, and long-tongued bumble bees (such as *Bombus pensylvanicus*) are common visitors

Attracts many bees and butterflies; thick hollow stems make excellent nests for leafcutter bees and small carpenter bees (*Ceratina* spp.)

Blazingstars (*Liatris* spp.) support a broad community of butterflies including monarchs, swallowtails, skippers, and sulfurs

This and other wild hyssops (*Agastache* spp.) provide long-lasting, nectar-rich flowers and mint-like foliage

Attracts incredible insect diversity and is the host plant for the rattlesnake master borer moth (*Papaipema eryngii*)

Primarily known as a butterfly plant, Joe Pye weed also attracts bees; tolerant of partial shade and wet soils

A major honey producer; great as a shade-tolerant rain garden or wetland edge plant; may be hard to find in nurseries

Its flower petals never open; almost exclusively pollinated by bumble bees, which pry the petals apart to climb inside

Its shallow nectaries attract more insect diversity than some related species; is also tolerant of partial shade

Not to be confused with non-native thistles; a now uncommon but important plant for butterflies and bumble bees

One of the latest fall-blooming plants; frequented by honey bees and pre-hibernation bumble bee queens

Goldenrods (*Solidago* spp.) are frequented by beneficial solitary wasps, pollen-eating soldier beetles, honey bees, and much more



CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2019-21

RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard to enter Rolling Hills on Friday, June 21, 2019 from 6:30 p.m. to 7:15 p.m. for the Oberun 5K to benefit Karen's Trail/Friends of the Border to Border Trail.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

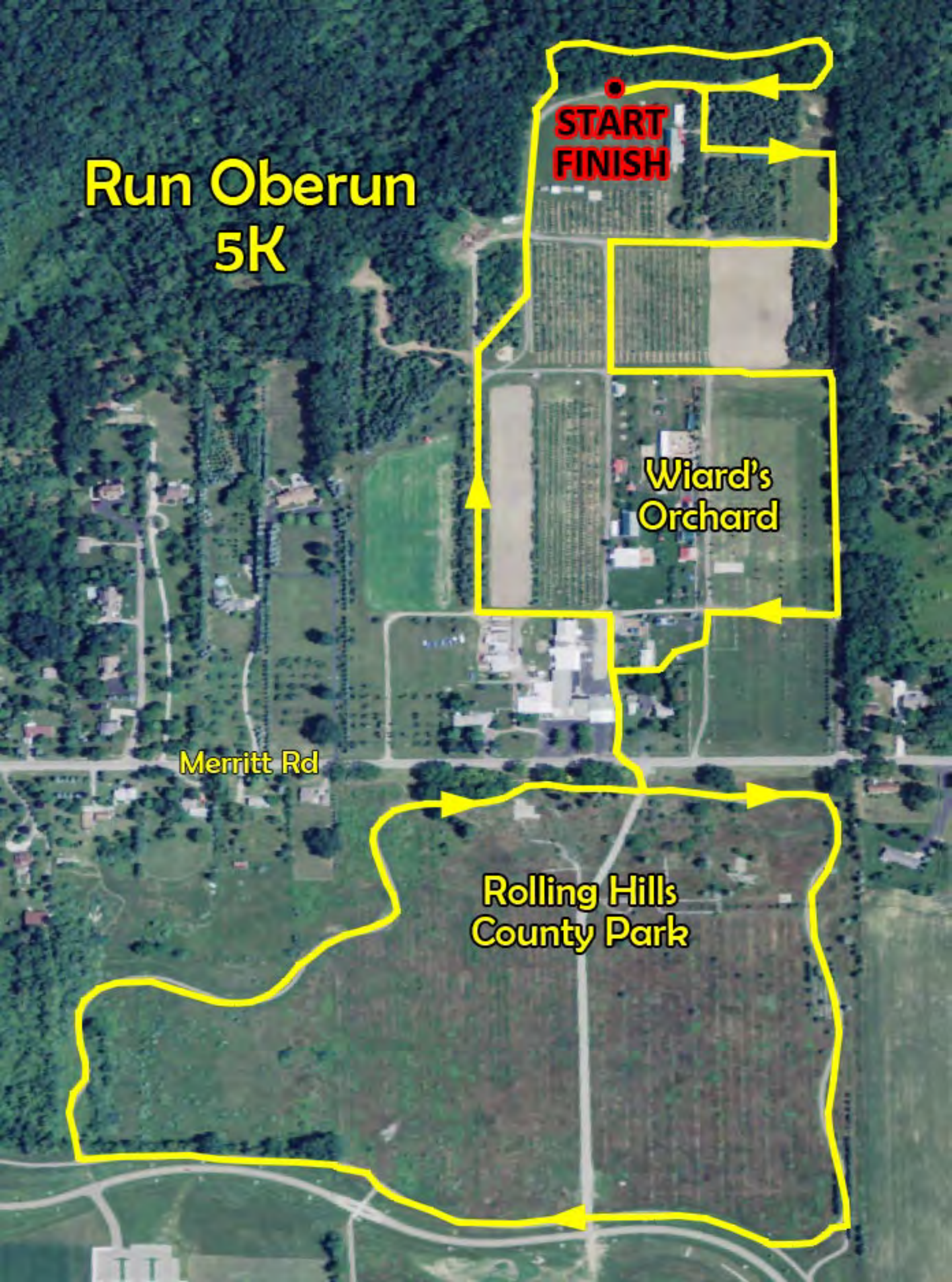
Run Oberun 5K

**START
FINISH**

**Wiard's
Orchard**

Merritt Rd

**Rolling Hills
County Park**



Zimbra**Istanfield@ytown.org**

RE: Oberun - Road Crossing Application

From : mandy@rfevents.com Mon, Apr 29, 2019 01:53 PM
Subject : RE: Oberun - Road
 Crossing Application
To : 'Lisa Stanfield'
 <Istanfield@ytown.org>

External images are not displayed. [Display images below](#)

Hi Lisa – 6:30pm – 7:15pm.

From: Lisa Stanfield <Istanfield@ytown.org>
Sent: Monday, April 29, 2019 1:42 PM
To: Mandy Hetfield <mandy@rfevents.com>
Subject: Re: Oberun - Road Crossing Application

Hi Mandy,

Can I get a time frame for the road closure?

Thanks,
Lisa

Lisa Stanfield
Deputy Clerk
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
(734) 484-4700

From: "Mandy Hetfield" <mandy@rfevents.com>

To: "Lisa Stanfield" <lstanfield@ytown.org>

Sent: Monday, April 22, 2019 10:23:55 AM

Subject: Oberun - Road Crossing Application

Hi Lisa –

This a request for the summer event: Oberun 5K.

This event has been able to donate more than \$18,000 to the Friends of the Border to Border Trail!

We are looking to get put on the list for Board approval for an upcoming meeting

This is our 3rd year doing this event.

We will be submitting our permit application to Wash Co soon and they will need Ytown board approval.

Event: Oberun 5K

Date: Friday, June 21, 2019

Start/Finish & parking: Wiard's Orchard

Distances: 5k

Expected # of participants: 2,500

Map: Attached, the only road we go on is Merritt and this is only to cross from Wiard's Orchard to Rolling Hills.

Time Frame: 5K will start at 6:30pm. All runners will be across and back into Wiards by 7:15pm.

The race benefits Karen's Trail/Friends of the Border to Border Trail

There will be course marshals at the road crossing to ask traffic to hold until runners cross.

There will also be "Runners on Road" crossing signs to warn vehicles before they get to the runners.

Randal Step, owner of R.F. Events, as the official designee for this event

Please let me know what other information you need.
Thank you for turning this around to WCRC for this event.

Thank you!

Mandy

Mandy Hetfield
RF Events
5700 Jackson Rd
Ann Arbor, MI 48103

**CHARTER TOWNSHIP
OF YPSILANTI**

RESOLUTION NO. 2019-22

**RESOLUTION REGARDING
TEMPORARY ROAD
CLOSURE**

Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 12, 2019 from 8:30a.m. to 10:30a.m. for the Run Scream Run 5K, 10K and Kid's Mile.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

START/FINISH



Ward's Orchard

REGISTRATION

PARKING

STORE

Pedestrian Entrance

Rolling Hills County Park

MERRITT ROAD

FUTURE PARK DEVELOPMENT

MUNGER ROAD

500 feet

NO ENTRANCE

AID

Water Park (see detail map)

Family Pavilions

Entrance

Prairie Pavilion

Family Pavilions

Gatehouse

Disc Golf Course

Sunshine Pavilion

Woodlands Pavilion

SASSAFRASWOODS

"The Lodge" Park Headquarters

Shedding Hill

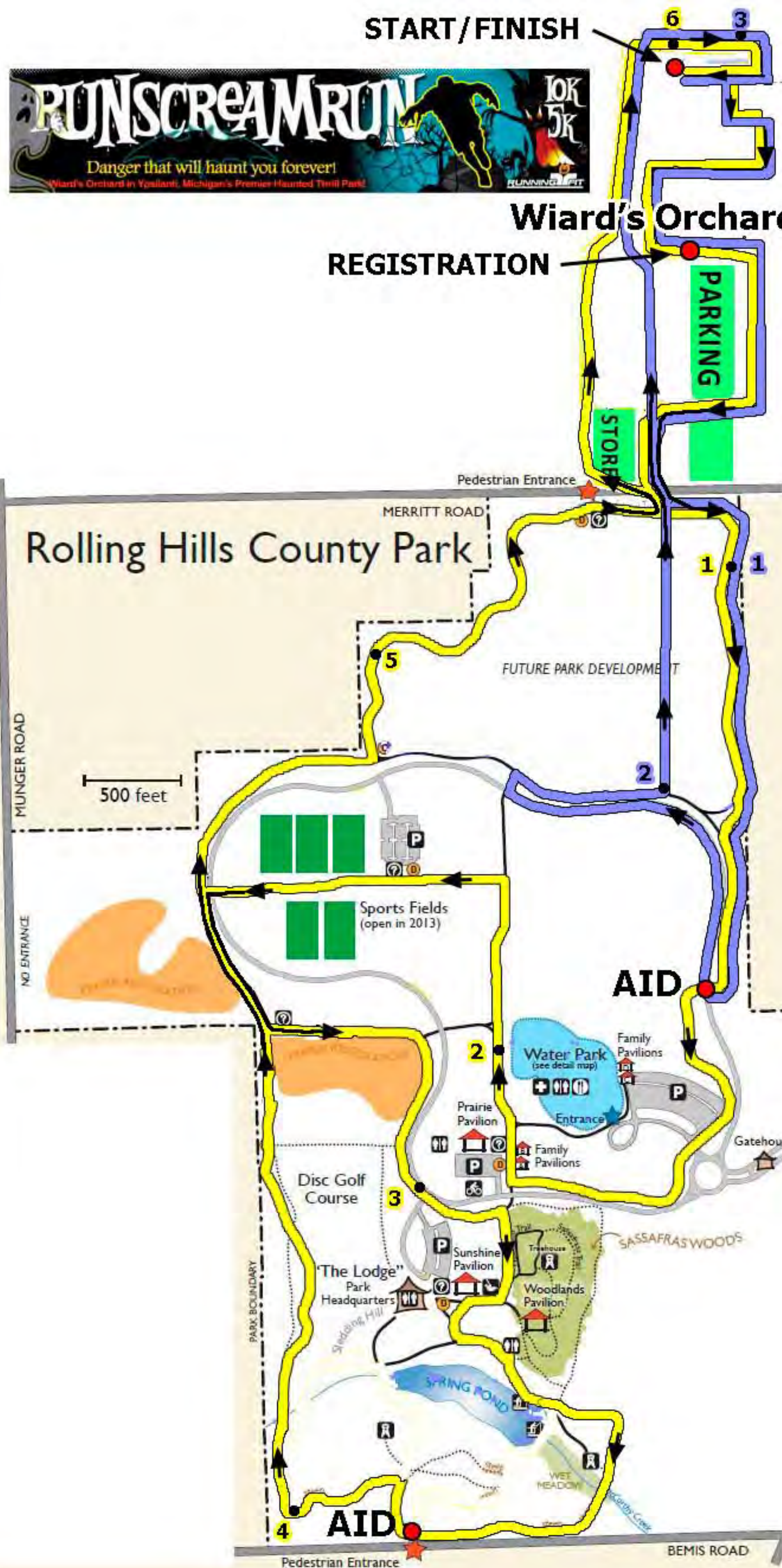
SPRING POND

WET MEADOW

AID

Pedestrian Entrance

BEMIS ROAD



Zimbra**Istanfield@ytown.org**

RE: Run Scream Run - Road Crossing Application

From : mandy@rfevents.com Mon, Apr 29, 2019 01:53 PM
Subject : RE: Run Scream Run -
 Road Crossing
 Application
To : 'Lisa Stanfield'
 <Istanfield@ytown.org>

External images are not displayed. [Display images below](#)

8:30am til 10:30am.
Thanks!

From: Lisa Stanfield <Istanfield@ytown.org>
Sent: Monday, April 29, 2019 1:43 PM
To: Mandy Hetfield <mandy@rfevents.com>
Subject: Re: Run Scream Run - Road Crossing Application

Hi,

Can I get a time from for this road closure, as well?

Thanks,
Lisa

Lisa Stanfield
Deputy Clerk
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
(734) 484-4700

From: "Mandy Hetfield" <mandy@rfevents.com>
To: "Lisa Stanfield" <lstanfield@ytown.org>
Sent: Monday, April 22, 2019 10:27:21 AM
Subject: Run Scream Run - Road Crossing Application

Hi Lisa –

We are looking forward to another great event! Getting this to you early, hoping you can get approval for both events at the same time.

We are looking to get put on the list for Board approval in an upcoming meeting.

This is our 9th year doing this event and everything has always worked out great!

We will be submitting our permit application to Wash Co soon and they will need Ytown board approval.

Event: Run, Scream, Run

Date: Saturday, October 12, 2019

Start/Finish & parking: Wiard's Orchard

Distances: 5k/10k, Kid's Mile (1 Mile will cross into Rolling Hills)

Expected # of participants: 2,000

Map: Attached, the only road we go on is Merritt and this is only to cross from Wiard's Orchard to Rolling Hills.

Time Frame: 5k/10k will start together at 8:30am first runners can be expected in Rolling Hills shortly after that. All races should be finished and packed up by 11:00am

The race once again benefits a local charity.

There will be course marshals at the road crossing to ask traffic to hold until runners cross.

There will also be "Runners on Road" crossing signs to warn vehicles before they get to the runners.

Randal Step, owner of R.F. Events, as the official designee for this event

Please let me know what other information you need.
Thank you for turning this around to WCRC for this event.

Thank you!

Mandy

Mandy Hetfield
RF Events
5700 Jackson Rd
Ann Arbor, MI 48103

Charter Township of Ypsilanti



May 2, 2019

CR # 51312-1

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

Dear Ms. Stumbo,

Washtenaw County wishes to amend the contract with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County Brownfield Authority and the Charter Township of Ypsilanti dated February 19, 2019 and CR # 51312 as follows:

Amend Recitals, D. as follows:

- D. At the March 7, 2019 meeting, the Authority approved \$2,150 grant to conduct eligible Department Specific Activities, and subsequently increased that award to \$8,435 at the May 2, 2019 meeting, for the property known as 1150 Midway Road, Tax ID# K-11-02-285-001, Ypsilanti, MI 48197 (the "Property").

Amend TERMS AND CONDITIONS, 1. as follows:

1. Grant – The Authority hereby agrees to grant to the Grantee 100% of the costs, up to \$8,435, to conduct Department Specific Activities within the Property. The work to be conducted will be in accordance with the AKT Peerless proposal No. PF-23909 dated February 5, 2019, and April 22, 2019, both sent to Sara Jo Shipley. Any costs above the approved amounts will not be reimbursed.

Amend TERMS AND CONDITIONS, 6. as follows:

6. Disbursement – The Grant funds will be disbursed to the Grantee as approved Department Specific Activities are or have been completed, upon submittal by Grantee of a statement of costs of such activities paid or incurred from time to time, and receipt of reports, investigations, testing and information in accordance with Section 5 above, but not more frequently than monthly. Such a statement shall include a description of eligible work performed, and a copy of invoices for the work described in such statement. Within forty (40) days of a receipt of a complete statement and supporting invoices, brownfield staff shall review the statement, confirm that the work done is eligible, and disburse to Grantee the amount set forth in the statement, up to a cumulative disbursement not to exceed the amount approved by the Authority, which is 100% of all eligible costs, up to \$8,435.



OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

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415 W. Michigan Avenue
Ypsilanti, MI 48197

734.544.6748 (P)
734.544.6749 (F)

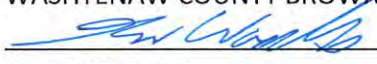
www.washtenaw.org/oced
twitter@WashtenawOCED

facebook.com/washtenawoced
www.opportunitywashtenaw.org

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

ATTEST:

Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY BROWNFIELD AUTHORITY
 05/02/2019

Trevor Woollatt (DATE)
Brownfield Authority Vice-Chair

APPROVED AS TO FORM:

Curtis Hedger (DATE)
Corporation Counsel

Charter Township of Ypsilanti

Brenda Stumbo, Supervisor (DATE)

Charter Township of Ypsilanti

Karen Lovejoy-Roe, Clerk (DATE)

cc: File

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #8**

May 7, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$304,357.00

Request to increase the budget for Washtenaw County Road 2nd Agreement for road improvement at; Gault Farms, Nancy Park & Shady Knolls subs; West Willow & Turtle Creek Subs; Paint Creek Farms Sub; Deauville Parish Sub; Lay Garden Sub; Creekside Village West Sub; Whispering Meadows Sub; Partridge Creek North Sub; and Edison Ave, Packard Road to Burns Avenue. The total road improvement project is \$361,100 with outside matching funds of \$56,743.07 making the estimated Township expense of \$304,356.93. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$304,357.00
		Net Revenues	<u><u>\$304,357.00</u></u>
Expenditures:	Highway & ST-Road Construction	101-446-000-818.022	\$304,357.00
		Net Expenditures	<u><u>\$304,357.00</u></u>

595 - MOTOR POOL FUND

Total Increase \$20,745.00

Request to increase the budget for the purchase of a new 2019 Dodge Ram pick up truck for the Hydro Department from the Motor Pool Fund. The lowest quote for a pick up truck came from VanDyke Ram in the amount of \$20,745. The Hydro Fund will be paying the motor pool back over a 5 year period. The purchase will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	595-000-000-699.000	\$20,745.00
		Net Revenues	<u><u>\$20,745.00</u></u>
Expenditures:	Capital Outlay/Vehicles	595-595-000-985.000	\$20,745.00
		Net Expenditures	<u><u>\$20,745.00</u></u>

Motion to Amend the 2019 Budget (#8)

Move to increase the General Fund budget by \$304,357 to \$10,038,146 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$20,745 to \$284,642 and approve the department line item changes as outlined.

AUTHORIZATIONS AND BIDS

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



Charter Township of Ypsilanti
Hydro Station

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

www.ytown.org

MEMORANDUM

TO: Board of Trustees

FROM: Michael Saranen, Hydro Operations *MS*

DATE: April 18, 2019

RE: Request of the Board to approve the purchase of a new pickup for department use, to be charge to 595.595.000.985.000 in the amount of \$ 20,754.00 contingent on budget amendment.

Hydro Station request of the Board to authorize the purchase of a new Ram 1500 pickup from VanDyke Dodge Ram, to be charge to 595.595.000.985.000 in the amount of \$ 20,754.00 contingent on budget amendment.

The truck spec was sent to the following dealers;

Gene Butman Ford	Atchinson Ford
Gorno Ford	Cueter Ram
Bill Crispin Chevrolet	Spirit Ford
Van Dyke Dodge	

I reviewed 6 quotes

Cueter Ram – Instock	\$ 33,372.00
Cueter Ram – Order	\$ 31,475.00
VanDyke Ram – Order	\$ 20,754.00 (MiDeal)
Spirit Ford – Instock	\$ 30,881.44
Bill Crispin Chevrolet – instock	\$ 34,342.00
Gorno Ford	\$ 26,723.00 (MiDeal)

It is the recommendation to purchase from the lowest quote, VanDyke Ram in the amount of \$ 20,754.00.

The Hydro Fund 252 will make lease payments to the Motorpool Fund starting in 2020.

Please place this item on the next available Board Meeting agenda under New Business.

Truck Specifications

Model Year * 2018 (2019) 1/2 pick up truck Standard cab 4x4
 Model RAM 1500 REG CAB 4x4 Gasoline Engine
 Required features

EXTERIOR

Exterior paint	White	<input checked="" type="checkbox"/>	Delivery status*	Stock	D/Trade	<u>Order</u>
bed length	6'4" Short	<input checked="" type="checkbox"/>	estimated delivery date			<u>8-10 WEEKS</u>
Spray on bed Liner		<input checked="" type="checkbox"/>				
Class 4 towing receiver		<input checked="" type="checkbox"/>			Base Price	<u>\$ 32,150⁰⁰</u>
Largest fuel tank possible	<u>32 GAL</u>				Other Features Price	_____

Interior

Vinyl Floor & seat covers	<input checked="" type="checkbox"/>	Optional Add ons	<u>\$ 1,443⁰⁰</u>
Air Conditioning	<input checked="" type="checkbox"/>	Discounts	<u>< -12,913⁰⁰ ></u>
AM/FM radio	<input checked="" type="checkbox"/>	Fees	<u>TITLE INCLUDED</u>
Cruise	<input checked="" type="checkbox"/>	Delivery Cost to Twp.	<u>\$ 74.70⁰⁰</u>
Power windows	<input checked="" type="checkbox"/>		
Power locks	<input checked="" type="checkbox"/>		
Keyless entry	<input checked="" type="checkbox"/>		
Blue Tooth	<input checked="" type="checkbox"/>		

OPTS \$923

Safety

Electric brake controller	<input checked="" type="checkbox"/>	Total Cost (out the door)	<u>\$ 20,754⁷⁰</u>
Back Up Camera	<input checked="" type="checkbox"/>	DEALER INFO	<u>GALCANA VAN DYKE DODGE RAM</u>
Air Bags	<input checked="" type="checkbox"/>	NAME	<u>DENNIS CHRISTINA</u>
Day time Running Lights	<input checked="" type="checkbox"/>	ADDRESS	<u>28402 VAN DYKE WARREN, MI 48093</u>

(TRAILER BRAKE CTR) OPT \$480
OPT \$40

Other Features included

<u>FULL SIZE SPACE</u>	SALESMANS	<u>DENNIS CHRISTINA</u>
	TELEPHONE	<u>586.510.4601</u>
	EMAIL	<u>DENMI@VANDYKEDODGE.COM</u>

Twp. is Tax Exempt, will supply at time of order
 Twp. has municipal plates

* circle one

OTHER BUSINESS
