

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.

July 2, 2019

Work Session – 6:00 p.m.

Regular Meeting – 7:00 p.m.

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



Charter Township of Ypsilanti

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, JULY 2, 2019

6:00pm

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

- 1. BOARD POLICY.....CLERK LOVEJOY ROE
- 2. AGENDA REVIEW..... SUPERVISOR STUMBO
- 3. OTHER DISCUSSION BOARD MEMBERS

DRAFT-JUNE 18, 2019
CHARTER TOWNSHIP OF YPSILANTI
TOWNSHIP BOARD POLICY

1. Authority.

These Policies are adopted by the Board of the Charter Township of Ypsilanti pursuant to MCL 42.7.

2. Regular Meeting Agenda.

The Township Clerk shall prepare the agenda of business for all regularly scheduled Township Board meetings. Any other Board member, representative of Township committees or Township staff desiring to place a matter on the agenda shall notify the Clerk of such item by 4:30 pm the Friday preceding the 1st Friday before the next regular meeting. Such items shall be placed under the heading of “New Business” as appropriate. Items that the Clerk does not receive by the stated deadline shall not be considered by the Board except upon the unanimous consent when all the members are present.

3. Distribution of Agenda and Materials.

Upon completion of the agenda the Clerk shall post on the Township website the agenda and the board packet by the Wednesday before the regular scheduled meetings and no later than 24 hours before a Special Meeting. The Clerk will notify Board Members when the agenda and board packet are available on the website.

4. Order of Business.

The agenda shall be arranged in the following order of business:

1. Call to Order
2. Pledge of Allegiance and Moment of Silent Prayer
3. Public Comments***
4. Consent Agenda
 - A. Minutes
 - B. Statements and Checks
 - C. Treasurers Report
5. Attorney Report
6. Old Business

7. New Business
8. Authorization and Bids
9. Other Business
- 10, Adjournment

***Public Comments shall also be allowed on each agenda item.

5. Conduct of Meetings.

The Township Supervisor shall moderate and chair all meetings of the Township Board. In the absence of the Supervisor the Clerk shall assume the duties of the chair.

Board members wishing to speak shall first obtain the approval of the chair and each person who speaks shall address the chair. Other persons at the meeting shall not speak unless called on by the chair and shall address the chair only.

The Supervisor may call to order any person who is being disorderly by speaking or otherwise disrupting the proceeding, by failing to be germane, by speaking longer than the allotted time, by speaking vulgarities or by making personal attacks. Such person shall thereupon be seated until the Supervisor shall have determined whether the person is in order.

6. Parliamentary Authority.

Roberts Rules of Order shall govern all questions or procedure that are not otherwise provided by this policy or by state law.

All Township Board Policies and parts of such insofar as they conflict with the provisions of these policies hereby are rescinded.

CHARTER TOWNSHIP OF YPSILANTI

TOWNSHIP BOARD RULES

Rule 1. Authority. These Rules are adopted by the Board of the Charter Township of Ypsilanti pursuant to MCL 42.7; MSA 5.46(7)(f).

Rule 2. Meetings.

2.1 Regular Schedule. The Township Board shall meet on the first and third Tuesday of each month in regular session. Any regularly scheduled meeting that falls on one of the legal holidays (New Years Day, Presidents Birthday, Martin Luther King Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve), shall be held on the next secular day that is not a holiday.

2.2 Special Meetings. The Charter Township Board shall meet in special session at the call of the Township Clerk upon the written request of the Supervisor or two members of the Township Board. Notice of special meetings shall be given at least 18 hours in advance of the special meeting to each Township Board member. Such notices shall be served personally or left at the member's usual place of residence by the Township Clerk or the Clerk's designee. The notice shall also contain the time, place and purpose of the meeting. Consideration for evening meetings shall be given preference over daytime meetings.

2.3 Place of Meeting. Regularly scheduled meetings shall be held in the Township Hall. Whenever the regular meeting place of the Township Board shall appear to be inadequate for members of the public to attend, the Supervisor and Clerk may change the meeting to a larger facility located in the Township. A notice of such change shall be prominently posted on the door of the regular meeting place. The Clerk shall also give notice of such change in the place of meeting in a newspaper if time permits.

2.4 Time of Meetings. Regularly scheduled meetings shall begin at 7:30 o'clock in the evening unless the Board shall by majority vote in session set a different starting time.

2.5 Change in Schedule. Changes in the regular schedule shall not be made except upon the approval of the majority of the Board members in session. In the event the Board shall meet and a quorum is not present, the Board upon the action of a majority of those present may adjourn the meeting to another day provided that proper notice to members and public is given.

Rule 3. Public Notice of Meetings. The Township Clerk shall be responsible for providing the proper notice for all meetings of the Township Board. Such notification shall include but not necessarily be limited to the following:

3.1 Regular Meeting. The Clerk shall post a notice within 10 days after the first meeting of the Township Board in each calendar year, indicating the dates, times, and places of the Board's regular meeting schedule.

3.2 Schedule Change. Whenever the Board shall change its regular schedule of meetings, the Clerk shall post a notice of the change within 3 days following the meeting in which the change was made.

3.3 If the Board shall reschedule a meeting under the provisions of Rule 2.5 or call a special meeting under Rule 2.2, the Clerk shall post a notice of such change immediately and no meeting except emergency meetings shall be held until the notice shall have been posted at least 18 hours. An emergency meeting shall be held only upon the consent of two-thirds of the members and only if a delay would threaten severe and imminent danger to the health, safety and welfare of the public.

3.4 Notification to Media and Others. The Clerk shall notify, without charge, any newspaper, or radio of such meeting schedule, schedule changes, or special meetings, whenever such newspaper or radio station shall have filed with the Clerk, a written request for such notice. The Clerk shall also notify such other parties of regular meeting schedules, changes in the schedule or special meetings upon their written request and agreement to pay the Township for printing and postage expenses. The Clerk shall mail all such notices pursuant to this rule by first class mail.

Rule 4. Quorum, Attendance, Call of the Township Board.

4.1 Quorum. Four members shall constitute a quorum for the transaction of business at all meetings of the Township Board.

4.2 Upon the absence of the Township Clerk or Township Treasurer, their respectively named deputies any act in the place of the respective elected officers, except for the right to vote, and shall be included for the purpose of constituting a quorum of the Board upon notification to the Board by the absent officer.

Rule 5. Regular Meeting Agenda. The Township Clerk shall prepare the agenda of business for all regularly scheduled Township Board meetings. Any other Board member or representative of Township committees, boards, or commissions desiring to place a matter on the agenda shall notify the Clerk of such item by noon the Wednesday preceding the next regular meeting. Such items shall be placed under the heading of "New Business" as appropriate. Items that the Clerk does not receive by the stated deadline shall not be considered by the Board except upon the unanimous consent of the members present.

5.1 Special Meeting Agenda. Whenever the Board shall be called into a special meeting by the supervisor or by two of its members, the matters to be considered shall be stated in the call of the meeting. No other matters shall be considered except when all members are present and a majority of the Board concurs.

5.2 Distribution of Agenda and Materials. Upon completion of the agenda the Clerk shall distribute copies of the agenda together with copies of reports, explanations, etc. that relate to the business matters coming to the Board by the Thursday preceding the meeting. The Clerk may distribute such materials by mail or by personal delivery.

5.3 Order of Business. The agenda shall be arranged in the following order of business:

1. Call to order
2. Roll call
3. Salute to the flag and moment of silent prayer
4. Approval of minutes
5. Citizen participation
6. Committee reports
7. Old business
8. New business
9. Other business
10. Statements and checks
11. Adjournment

Rule 6. Conduct of Meetings.

6.1 Chairperson. The Township Supervisor shall moderate and chair all meetings of the Township Board. In the absence of the Supervisor the chairperson pro tempore shall assume the duties of the chair.

6.2 Board members wishing to speak shall first obtain the approval of the chair and each person who speaks shall address the chair. Other persons at the meeting shall not speak unless called on by the chair.

6.3 Disorderly Conduct at Meetings. The Supervisor may call to order any person who is being disorderly by speaking or otherwise disrupting the proceedings, by failing to be germane, by speaking longer than the allotted time, or by speaking vulgarities. Such person shall thereupon be seated until the Supervisor shall have determined whether the person is in order.

Rule 7. Record of Meetings.

7.1 Clerk Responsibility. The Township Clerk or a deputy shall be responsible for maintaining the official record and minutes of each meeting of the Board. The minutes shall include all the actions of the Board with respect to motions. The record shall include the names of the mover and seconder and the vote of the Board. The record shall also state whether the vote was by voice vote or by roll call, and when by roll call, the record shall show the yes, no, or abstention for each member.

7.2 Record of Discussion. The Clerk shall not be responsible for maintaining a written record or summary written record of the discussion or comments of the Board members nor of comments made by members of the public. The Clerk, however, shall be responsible for making an electronic tape recording of each entire meeting of the Board, and each such recording shall be maintained in the office of the Clerk for a period not less than six (6) months following the date of the meeting. Thereafter, the recording may be erased unless the recording shall be pertinent to any legal proceedings then underway, pending, or expected.

7.3 Request for Remarks to be Included. Any member of the Board may request to have his or her comments printed verbatim as part of the record. Such comments to be included as part of the official record shall be provided in writing by the member or transcribed exactly by the Clerk from the electronic tape recording.

7.4 Public Access to Meeting Records. The Clerk shall make available to members of the public, records and minutes of Board meetings in accordance with the Freedom of Information Act. Minutes prepared by the Clerk, but not approved by the Board, shall be available for public inspection not more than eight (8) business days following the meeting. Minutes approved by the Board shall be available within five (5) business days of the meeting at which they were approved.

The Clerk shall also promptly send copies of minutes to persons who have subscribed and paid the fee therefore at cost.

7.5 Publication of Minutes. The Clerk shall be responsible for publication of a summary of the minutes in a newspaper of general circulation within ten (10) days after a meeting of the Board. However, the Supervisor shall approve the summary prior to publication.

Rule 8. Committees.

8.1 Committee of the Whole. Whenever the Board shall meet in working meetings, the Board shall meet as a committee of the whole, or in the absence of the Supervisor, the Board shall designate one of its members to preside.

recorded in the minutes of the meeting at which the decision to hold an executive session was made.

9.2 Purposes. The Township Board shall hold executive sessions only for the following purposes:

To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staffmember or individual agent, if the named person requests a closed hearing. A person requesting a closed hearing may rescind the request at any time, in which case the matter at issue shall be considered thereafter only in open sessions;

For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing;

To consider the purchase or lease of real property up to the time an option to purchase or lease the real property is obtained;

To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body;

To review the specific contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting;

To consider material exempt from discussion or disclosure by state or federal statute.

9.3 Minutes. At each executive session, the Clerk shall keep a separate record. This record of minutes shall not be disclosed to the public except upon court order. The Clerk may destroy said minutes after one year and one day have passed following the approval of the minutes of the meeting at which the Board approved the closed session.

Rule 10. Motions and Resolutions.

10.1 Statement by Chair, Written Motions and Resolutions.

No motion or resolution shall be adopted until the motion or resolution is stated by the person chairing the meeting. All motions except procedural motions, and resolutions may be required to be in writing upon demand of any member. A request to recess for the purpose of writing out a motion or resolution shall be in order. Each written motion or resolution in writing may be read by the Township Clerk before being debated.

Rule 11. Boards and Commissions.

11.1 Appointments. The Supervisor may appoint with Township Board confirmation individuals to fill vacancies on all Township boards and commissions.

Rule 12. Voting. Whenever a questions is put by the chair, every member present shall vote on all questions decided by the Township Board. No member present shall abstain from voting "yes" or "no", unless excused by majority consent of the other members present.

12.1 All votes on any pending question shall be taken by a record roll call vote.

12.2 After the chair has stated the question, the Township Clerk is directed to call the roll and no member of the Township Board is entitled to speak on the question, nor shall any motion be in order until such roll call is completed and the result announced.

Rule 13. Parliamentary Authority. Roberts Rules of Order, newly revised edition, 1970, shall govern all questions or procedure that are not otherwise provided by these rules or by state law.

All Township Board Rules and parts of such insofar as they conflict with the provisions of these rules hereby are rescinded.

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, JULY 2, 2019

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - A. REQUEST TO APPROVE TWO PRIVATE ROAD VARIANCES FOR SAUTER RD.
(PUBLIC HEARING CANCELLED DUE TO APPLICANT WITHDRAWING REQUEST FOR TWO PRIVATE ROAD VARIANCES)
4. PUBLIC COMMENTS
5. CONSENT AGENDA
 - A. MINUTES OF THE JUNE 18, 2019 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR JULY 2, 2019 IN THE AMOUNT OF \$717,483.98
6. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. RESOLUTION 2019-31, APPROVAL OF PLANNED DEVELOPMENT PD-21 PRELIMINARY SITE PLAN FOR YANKEE AIR MUSEUM LOCATED AT 1 LIBERATOR WAY, PARCEL K-11-12-100-007 AND APPROVAL OF THE DEVELOPMENT AGREEMENT BETWEEN YANKEE AIR FORCE, INC. AND THE CHARTER TOWNSHIP OF YPSILANTI
2. REQUEST TO APPROVE THIRD AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR CRACK SEALING IN THE PARTRIDGE CREEK SUBDIVISION IN THE AMOUNT OF \$40,000.00 TO BE BUDGETED IN LINE ITEM #101-446-000-818-022 CONTINGENT UPON APPROVAL OF BUDGET AMENDMENT
3. REQUEST TO AUTHORIZE PAYMENT TO HONIGMAN FOR SERVICES RENDERED IN REGARD TO THE WASHTENAW AVE. EASEMENT AGREEMENT BETWEEN 136 GROUP LLC AND YPSILANTI TOWNSHIP IN THE AMOUNT OF \$6,500.00 BUDGETED IN LINE ITEM #101-446-000-818-022
4. REQUEST TO APPROVE GRANT OF EASEMENT BETWEEN AREC 19, LLC "U-HAUL" AND YPSILANTI TOWNSHIP FOR WASHTENAW AVE.

5. REQUEST FOR APPROVAL OF PHASE I (\$2,150.00) AND PHASE II (\$15,690.00) CONTRACTS WITH AKT PEERLESS FOR ENVIRONMENTAL SITE ASSESSMENTS AT 1165 ECORSE RD. AND 1160 DAVIS ST. IN THE TOTAL AMOUNT OF \$17,840.00 TO BE BUDGETED IN LINE ITEM #101-950-000-801-400 AND AUTHORIZE SIGNING OF TWO AGREEMENTS WITH THE WASHTENAW COUNTY BROWNFIELD DEVELOPMENT AUTHORITY FOR REIMBURSEMENT FOR THE TWO ESA CONTRACTS SUBJECT TO ATTORNEY APPROVAL
6. REQUEST APPROVAL OF THE AKT PEERLESS PROPOSAL TO PREPARE AN ENVIRONMENTAL CONSTRUCTION MANAGEMENT PLAN AND DOCUMENTATION OF DUE CARE COMPLIANCE FOR 1150 MIDWAY RD. IN THE AMOUNT OF \$6,450.00 TO BE BUDGETED IN LINE ITEM #212-212-000-801-300 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT AND APPROVAL BY THE WASHTENAW COUNTY BROWNFIELD AUTHORITY FOR FUNDING
7. BUDGET AMENDMENT #11

OTHER BUSINESS

PUBLIC HEARING

REQUEST TO APPROVE TWO PRIVATE ROAD VARIANCES FOR
SAUTER RD.

(PUBLIC HEARING CANCELLED DUE TO APPLICANT WITHDRAWING REQUEST FOR TWO PRIVATE ROAD
VARIANCES)

Zimbra**Istanfield@ytown.org**

Fwd: Sauter and Bullock Private Road Variance

From : Michael Radzik
<mradzik@ytown.org>

Sun, Jun 23, 2019 01:30 PM

Subject : Fwd: Sauter and Bullock
Private Road Variance**To :** Karen Lovejoy Roe
<klovejoyroe@ytown.org>,
Lisa Stanfield
<lstanfield@ytown.org>

Karen - per your request.

Michael Radzik | Director - Office of Community Standards |
[Charter Township of Ypsilanti](#)
[7200 S. Huron River Drive | Ypsilanti, MI 48197](#) | Direct:
(734) 544-3730 Cell: (734) 320-4705

From: "Maureen Cousino" <mcousino@etcinc.com>
To: "Michael Radzik" <mradzik@ytown.org>
Sent: Friday, June 21, 2019 3:47:57 PM
Subject: Re: Sauter and Bullock Private Road Variance

Yes you may.

On Fri, Jun 21, 2019 at 3:03 PM Michael Radzik

<mradzik@ytown.org> wrote:

May I consider the original application to be rescinded and the revised application to be a new one? No additional fees will be imposed.

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 18, 2019 WORK SESSION**

Supervisor Stumbo called the meeting to order at approximately 5:01 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

Members Absent: none

Legal Counsel: Wm. Douglas Winters

AGENDA REVIEW

A. MINUTES OF THE May 21, 2019 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR JUNE 4, 2019 IN THE AMOUNT OF \$565,667.62**
- 2. STATEMENTS AND CHECKS FOR JUNE 18, 2019 IN THE AMOUNT OF \$659,334.45**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MAY 2019 IN THE AMOUNT OF \$50,462.70**
- 4. CHOICE HEALTH CARE ADMIN FEE FOR APRIL 2019 IN THE AMOUNT OF \$1,105.50**

C. MAY 2019 TREASURER'S REPORT

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 18, 2019 WORK SESSION
PAGE 2**

OLD BUSINESS

- 1. 2ND 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 (FIRST READING HELD AT THE MAY 7, 2019 REGULAR MEETING)**

Supervisor Stumbo asked Megan Masson-Minock, Carlisle, Wortman & Associates, to explain this ordinance. Ms. Masson-Minock stated this ordinance would be added to the zoning ordinance as an amendment. Ms. Masson-Minock said the action tonight would be to approve the zoning ordinance amendments as presented. Supervisor Stumbo stated the Ecorse Road map showed the designated new zoning districts. Ms. Masson-Minock said the zoning map would change and the text would change.

NEW BUSINESS

- 1. 1ST READING OF RESOLUTION 2019-27, PROPOSED ORDINANCE 2019-488, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, CHAPTER 30, ARTICLE II ENTITLED FIRE PREVENTION CODE BY THE ADOPTION OF THE 2018 EDITION OF THE INTERNATIONAL FIRE PREVENTION CODE**

Chief Copeland stated that when trying to move forward regarding development ready status and they realized there was conflict in some of the building development projects in terms of code enforcement as it relates to the building, electrical, and mechanical codes and what effect it has on fire alarm systems. He said the Fire Department was reviewing plans based on the 2012 International Fire Code. He said this Resolution would bring the fire services up to the 2018 IFC (International Fire Code). He said this would expedite reviews of construction plans for new development in Ypsilanti Township.

Trustee Jarrell Roe asked how often there was a new International Fire Code. Chief Copeland said it was every three years so the next one would be in 2021.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 18, 2019 WORK SESSION
PAGE 3**

**2. 1st READING OF RESOLUTION 2019-26, PROPOSED ORDINANCE 2019-487,
AMENDING THE ZONING ORDINANCE TO ADD ARTICLE XI-A ECORSE RD.
FORM BASED DISTRICT TO ENACT FORM BASED ZONING AND UPDATED
USES AND TO REZONE ECORSE RD. TO BE CONSISTENT WITH THE ARTICLE
XI-A ZONING ORDINANCE LANGUAGE**

Megan Masson-Minock, Carlisle, Wortman and Associates explained the proposed changes on Ecorse Road through a power point presentation to the Board. She said that some of the lots were very shallow which would make it difficult to have ample parking. Ms. Masson-Minock stated that some of the vacant property on Ecorse between Glenwood and Harris Road would work well for town homes but it was not currently zoned for that so they included that change so they would be allowed. She said auto sales and auto repair would not be allowed in this area because those were not uses that would make this area walkable. She said those types of businesses that are currently there could stay.

Trustee Jarrell Roe asked why the ordinance would not allow drive thru in this area. Ms. Masson-Minock stated that having a drive thru does not create a walkable environment. She said they could have a drive thru but it would have to be in the back and with the lots being shallow, it would not be possible.

Trustee Ross-Williams asked how many auto businesses already exist on Ecorse Road. Ms. Masson-Minock stated she did not know. Trustee Ross-Williams said it was probably more than what was needed in regards to residents getting their car repaired.

Supervisor Stumbo asked about the gas stations and car washes. Ms. Masson-Minock stated they stayed as special uses because they heard from residents that those were key businesses that provide basic needed items in their stores. Supervisor Stumbo asked why should we allow any more than what we already have. Ms. Masson-Minock said the ordinance could be revised not to allow any more gas stations. Ms. Masson-Minock said with auto repair there was a lot of parking needed and a lot of cars parked waiting to be serviced. She said with a gas station most of their profit does not come from the gas but from the items

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 18, 2019 WORK SESSION
PAGE 4

purchased in their markets. Supervisor Stumbo stated that currently there were three gas stations/convenient stores and asked how many more were allowed. Ms. Masson-Minock stated anything that was blue or red on the map would allow someone to apply for a special land use.

Trustee Wilson asked what the process was for someone applying for a special land use. Ms. Masson-Minock stated they have to the Planning Commission, go through a Public Hearing and they have discretionary standards where the planning commission is within their rights to say no even if they have met every requirement. Trustee Wilson asked if auto sales and auto repairs could remain if they transfer ownership but if the new owner wants to change the business they have to conform to the new zoning requirements. Trustee Wilson stated they could not add a new auto repair if the old one was replaced by a different business. Ms. Masson-Minock stated that Trustee Wilson was correct.

Supervisor Stumbo stated she remembered in the past a gas station wanting to go into an area that was zoned for special use and it was hard to deny the gas station because they met all the criteria. Ms. Masson-Minock stated that the Planning Commission would need to stick with the conditions for a walkable corridor.

Ms. Masson-Minock stated that if the boards' direction was not to include gas stations and car washes on the list of allowed uses the text could be changed not to allow them. Supervisor Stumbo stated they would remove those business uses and the board agreed to remove if the Planner agreed for the 2nd reading. Ms. Masson-Minock said that the change would be made.

The Board agreed to the change for the 1st Reading of the Ordinance at the Regular meeting.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 18, 2019 WORK SESSION
PAGE 5**

**3. REQUEST TO APPROVE A BORDER TO BORDER TRAIL AGREEMENT FOR
BRIDGE RD. TO SNOW RD. AND THE GROVE RD. TRAIL SEGMENT WITH
THE WASHTENAW COUNTY PARKS AND RECREATION COMMISSION**

Roy Townsend, Washtenaw County Parks & Recreation and Matt Parks, OHM explained the Border to Border Trail Agreement. Mr. Townsend said this was an agreement between Washtenaw County Parks & Recreation and Ypsilanti Township. Mr. Townsend explained the trail they were going to repair and the trail they would extend. He said that Washtenaw County Parks & Recreation would put funds toward the trail and they hoped to get a DNR Grant also. He said the goal for this summer would be to build the section along Grove Road from Bridge down to Snow Road and next year try and build the section from North Hydro up to Grove Rd. and then along the north side of Grove Road from Snow Rd. to Rawsonville Rd. He said the exciting part for the Washtenaw County Parks & Recreation Commission and the Township would be that we finally get to a border, which would be Wayne County.

Matt Parks stated the key part of this agreement with the County was that it helps fund a lot of the pathway that originally the Township was going to use their own funds to rehabilitate and build the new path along Grove Road. He said this was a good cooperative effort and would save the Township money.

Attorney Winters clarified that the Township would be the owner of the trail and would be responsible for maintaining the trail. He said he wanted to make the board aware that they along with future boards would have obligations with this agreement. He questioned how the trail would be maintained through the Phase II River Grove development. He said he knows there was still a lot of work to be done with the Phase II portion of the trail going through River Grove. He said we did not know when the Township acquired the River Grove Property that the trail would go through that property. He would like to make sure that having the trail going through this property would be conducive with developing Phase II of River Grove.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 18, 2019 WORK SESSION
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Mr. Parks said that Item #7 on the agenda tonight includes the engineering design for Phase II. He said it gives the Township three options for building out the path on Grove Rd. for Phase II through River Grove. Mr. Parks stated that if the Board authorized Item #7 tonight they would begin working on the overlays immediately and try to get everything wrapped up by the fall so they could go out for bid in the winter.

Attorney Winters asked what the maintenance cost might be for the trail. Mr. Townsend said the maintenance cost for the trails would be whatever the Townships' current standard is for maintenance of the current trail.

Supervisor Stumbo stated that part of this was a current project that was already approved and budgeted. Mr. Townsend agreed that some of the work has already been done, some of it will be done and part of this agreement is that the Township would hire the most qualified contractor for Phase I. Supervisor Stumbo stated it is on the agenda but they have combined the Border to Border trail, the Bridge Road to Snow Rd. on Grove Road and the Iron Belle Trail. Mr. Townsend stated that the Border to Border and the Iron Belle Trail are the same trail in this part of the Township. Mr. Townsend said there would be some Iron Belle funding, approximately \$135,000.00 for the 2019 project on Grove Road. Supervisor Stumbo clarified that the \$497,000.00 is for the current project. Mr. Townsend said for the 2020 project they will have to take bids for the segment of North Hydro Park up to Grove Rd. and the segment from Snow Rd. to Rawsonville on the north side of Grove Road. He said County Parks would bid that out and they would construct that next year. Mr. Townsend stated that Washtenaw County Parks were committed to doing this section in 2020 with WCPR money provided the Township pays for and designs it this year. Mr. Townsend clarified that Phase II would be bid out by Washtenaw County Parks & Recreation.

Clerk Lovejoy Roe stated the Resolution 2019-28 is an agreement for the entire project, then there was three items, one to accept the bid that is already bid out for Phase I, a contract where Parks and Recreation will oversee the contracts we are accepting tonight, and then the next agenda item is a request to pay OHM to design Phase II.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 18, 2019 WORK SESSION
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Supervisor Stumbo stated that \$497,000.00 was for this current project and it does not include construction of Phase II.

Attorney Winters clarified that if the Board approves this tonight they would be approving OHM to design Phase II pathway for North Hydro Park to Grove Road and on to Rawsonville. Mr. Townsend stated the Washtenaw County Parks and Recreation Commission approved the agreement for Phase II last Tuesday. Mr. Townsend stated that the language commitment is in the contract but it doesn't list a dollar figure because they don't know exactly what that amount would be right now.

Clerk Lovejoy Roe stated it is under the portion of the contract, funding and responsibilities, it states the design estimate is \$50,000.00 but the construction cost will be funded by Washtenaw County Parks and Recreation.

Supervisor Stumbo stated that a letter from the Clerks' Office should clarify Phase II funding.

Mr. Townsend stated the Park Commission was excited to extend the Border to Border Trail connecting into Wayne County.

**4. RESOLUTION 2019-28, SUPPORT FOR THE IRON BELLE TRAIL IN THE
CHARTER TOWNSHIP OF YPSILANTI**

**5. REQUEST TO AWARD THE LOW BID FOR THE GROVE ROAD PATHWAY
EXTENSION PROJECT TO BEST ASPHALT IN THE AMOUNT OF \$371,747.50
WITH A 10% CONTINGENCY AMOUNT OF \$36,752.50 FOR A TOTAL
AMOUNT OF \$408,500.00 TO BE BUDGETED IN LINE ITEM #212-970-000-
997-007 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

Matt Parks, OHM stated the low bid came in from a company the Township has worked with in the past, Best Asphalt.

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Supervisor Stumbo said that the school has agreed to reimburse the Township approximately \$40,000.00 for some of the project.

6. REQUEST TO APPROVE AGREEMENT WITH OHM FOR CONSTRUCTION SERVICES FOR THE PHASE I GROVE RD. PATHWAY FROM BRIDGE RD. TO SNOW RD. IN THE AMOUNT OF \$33,500.00 TO BE BUDGETED IN LINE ITEM #212-970-000-997-007 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

Matt Parks, OHM explained this agreement to the Board.

7. REQUEST TO APPROVE AGREEMENT WITH OHM FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE PHASE II GROVE RD. BORDER TO BORDER PATHWAY FROM SNOW RD. TO RAWSONVILLE RD. IN THE AMOUNT OF \$47,900.00 TO BE BUDGETED IN LINE ITEM #212-970-000-997-007 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

Matt Parks, OHM explained this agreement to the Board. He said this part would be built in 2020 and paid for by WCPR.

Trustee Jarrell Roe asked why they decided to re-bid this project. Mr. Parks said they originally bid this late last year and a lot of time had passed. He said the contractor who was the low bid was no longer available. He said there were changes including the County Parks adding funding to the project. Mr. Parks said they had to make changes and modifications to the plans. He said the opportunity came along to get additional funding and they decided to make a clean slate and re-bid the project, which turned out better.

Clerk Lovejoy Roe stated if the County is going to bid Phase II the township would need to modify task 4 in the OHM agreement to clarify that. Matt Parks agreed to modify the proposal.

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8. REQUEST TO APPROVE AGREEMENT WITH OHM FOR GEOTECHNICAL SERVICES IN RELATION TO THE CIVIC CENTER POND IN THE AMOUNT OF \$6,850.00 BUDGETED IN LINE ITEM #101-956-000-801-000

Elliott Smith, OHM stated the pond in front of the Civic Center is hard to maintain and winterize. He said it is the Townships' desire to rehabilitate the pond by putting a berm kind of peninsula in front of the Civic Center which will make it easier to remove the fountains for the winter. He said this was just a proposal to work with Geotechnical to see what could be done by testing for soils.

Clerk Lovejoy Roe stated she didn't know it was leaking in the building. Michael Sararen, Hydro Operator stated there has been water under the building for years. He said they would check the sump pump to see if its' working but he believes there is a crack in the foundation but agreed it had not been verified.

Trustee Eldridge asked if one of the recommendations could be to eliminate the pond altogether. He said if the pond is causing structural damage to the building or we have to move the water away from the building wouldn't it be better to eliminate the pond.

Treasurer Doe stated the purpose of the borings is to find out how much clay there is in the soils. He said one recommendation was not to put a new liner into the pond. Treasurer Doe said they want to dig 12-15 feet in the center of the pond to see if they hit sand. He said if they hit sand than the pond will leak without a liner. He said if they dig 15 feet and it is still clay then they could dig the center out and there would be better water turnover with deeper agitations, which would hopefully eliminate all the growth that we have in the pond.

9. RESOLUTION 2019-29, ABANDONED TAX DELINQUENT PROPERTY

Treasurer Doe stated this is something that we do every year which shortens the time property is abandoned and we can turn them around quicker to help with neighborhood stabilization.

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10. RESOLUTION 2019-30, PURCHASE TAX FORECLOSED PROPERTY LOCATED AT 641 GREENLAWN IN THE AMOUNT OF \$24,974.00 BUDGETED IN LINE ITEM #101-950-000-969-011 FROM THE 2019 WASHTENAW COUNTY TREASURER LIST OF TAX FORECLOSED PROPERTIES UNDER THE RIGHT OF FIRST REFUSAL

Supervisor Stumbo stated we do this every year.

11. REQUEST TO APPROVE EQUIPMENT LEASE AGREEMENT WITH THE AMERICAN CENTER FOR MOBILITY FOR THE USE OF AN YPSILANTI TOWNSHIP FIRE TRUCK

Chief Copeland introduced Jim Rollison, AMC and Intertech. Chief Copeland said last month he was doing an inspection at the AMC site and was he approached by Jim Rollison of the possibility for ACM/Intertech to use the Townships' Fire Truck and Firefighters in research and development, testing the impact it would have on driverless vehicles. Chief Copeland said he told Mr. Rollison he would talk with the Township Board. He said Mr. Rollison has come tonight with a lease agreement for the Board. Chief stated Mr. Rollison, has provided insurance certificates, and has had our Attorney review the agreement. Chief Copeland said tonight he was asking the Board to approve the agreement so they could move forward. Mr. Rollison stated this was for the use of the Townships' Fire Truck and their Firefighters who would drive the truck and see how they would interact with the test equipment and infrastructure. Mr. Rollison said it would help to advance the development of the technology for ACM.

Supervisor Stumbo asked how many hours they would the truck for testing. Mr. Rollison stated it was on an as needed basis. He said as they are moving forward with the technology they were getting more requests for emergency vehicles, police cars, and ambulances.

Attorney Winters stated he reviewed the lease which was a three year agreement but he had recommended the lease be a one year agreement. Attorney Winters requested a one year because the hourly rate for the fire fighters may change and

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also the rate for the fire truck. Mr. Rollison said it could be for a year or make it a three year contract and include an amendment to evaluate it every year.

Trustee Ross-Williams questioned who would be responsible if the equipment was damaged. Mr. Rollison stated that Intertech would be responsible as soon as it enters the gates. Attorney Winters thought there would be a separate insurance policy. Mr. Rollison said they could provide whatever is needed.

Trustee Jarrell Roe questioned how they would pay the overtime they for fire fighters that would make it fair and equitable. Chief Copeland said Karen Wallin, Human Resources gave them the rates for overtime. Clerk Lovejoy Roe stated that each firefighter would be paid their own overtime rate and not an average for the entire department and the actual cost should be reflected in the agreement.

Mr. Rollison stated the Township could give them an invoice with what each firefighter should be paid each time they work for ACM and pay them their actual rate. He said they would set up in advance for the use of the fire truck and fire fighters so there would be plenty of time to notify the firefighters when they were needed and how much overtime each one would make.

Clerk Lovejoy Roe stated they could make the changes in the agreement regarding the Insurance and the Firefighters overtime hourly rate.

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

Respectfully Submitted,

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 18, 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.

Supervisor Stumbo stated that Retiree, Jeri Sizemore, passed away last week and asked to keep her family in your prayers.

Members Present: Supervisor Stumbo, Clerk Lovejoy Roe, Treasurer Doe
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 Supervisor Stumbo, Clerk Lovejoy Roe, and Trustee Ross-Williams for their help in keeping the grass cut at the Wiard Road Roundabout. She thanked Trustee Wilson for helping out on West Willow Dumpster Day. She thanked Deputy Bynam for always following up on calls that residents have made. She said if she doesn't put it on "Next Door" Deputy Bynam will put it on "Next Door" which helps to keep the residents informed on our community. She said we have enough gas stations on Ecorse Road. She said she purchases more items in the store in the gas stations because she thinks that gas is very expensive in the gas stations on Ecorse Road. She said they should put a food store on Ecorse Road. Ms. McCollum said she liked the residential structures in the plans for Ecorse Road.

Arloa Kaiser, Township Resident stated she was opposed to Ypsilanti Township giving property next to the Post Office to the YMCA. She said the township spent a lot of money on this property and they should not just to give it away. She said she doesn't want her taxes going up. She said she heard on the radio a woman in power in our state who is proposing MDOT to study our roads. Ms. Kaiser stated she wanted the state to stop wasting money for toll booths and unnecessary studies and just fix the roads. She said she would like people to write letters to the state telling them to stop wasting our tax dollars and just get the basics done.

CONSENT AGENDA

A. MINUTES OF THE May 21, 2019 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

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- 1. STATEMENTS AND CHECKS FOR June 4, 2019 IN THE AMOUNT OF \$565,667.62**
- 2. STATEMENTS AND CHECKS FOR JUNE 18, 2019 IN THE AMOUNT OF \$659,334.45**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MAY 2019 IN THE AMOUNT OF \$50,462.70**
- 4. CHOICE HEALTH CARE ADMIN FEE FOR APRIL 2019 IN THE AMOUNT OF \$1,105.50**

C. MAY 2019 TREASURER'S REPORT

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

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated regarding the Washtenaw Avenue sidewalk easement we are closer to getting the easement from Camelot Apartments. He said the Attorney for Camelot has said KeyBank, the lender, has granted the loan approval for the easement. Attorney Winters stated the Township may get back a portion of their retainer and other money that would not go to KeyBank for a non-refundable review fee. He said the township may get the easements from U-Haul and Mr. Muffler to extend the sidewalk. He said this project may go out for bid this fall and the project would start in 2020.

Attorney Winters said regarding the Township's request mandating that he and Dick Carlisle review recreational marijuana, progress has begun. He said they met and they have begun to map out a strategy on how to move forward. Attorney Winters stated they were hoping to receive the rules from the State of Michigan by the end of the month. He said they would report to the Board any updates to keep the board informed of the progress.

OLD BUSINESS

- 1. 2ND 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 (FIRST READING HELD AT THE MAY 7, 2019 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Ross Williams to Approve the 2nd Reading of Resolution 2019-06, Proposed Ordinance 2019-486, an Ordinance Amending Article XXVII of the Zoning Ordinance to Add the

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Conditional Rezoning Text Amendments (First Reading Held at the May 7, 2019 Regular Meeting) (see attached).

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

The motion carried unanimously.

NEW BUSINESS

- 1. 1ST READING OF RESOLUTION 2019-27, PROPOSED ORDINANCE 2019-488, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, CHAPTER 30, ARTICLE II ENTITLED FIRE PREVENTION CODE BY THE ADOPTION OF THE 2018 EDITION OF THE INTERNATIONAL FIRE PREVENTION CODE**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve the 1st Reading of Resolution 2019-27, Proposed Ordinance 2019-488, an Ordinance amending the Cod of Ordinances, Charter Township of Ypsilanti, Chapter 30, Article II Entitled Fire Prevention Code by the Adoption of the 2018 Edition of the International Fire Prevention Code (see attached).

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

The motion carried unanimously.

- 2. 1ST READING OF RESOLUTION 2019-26, PROPOSED ORDINANCE 2019-487, AMENDING THE ZONING ORDINANCE TO ADD ARTICLE XI-A ECORSE RD. FORM BASED DISTRICT TO ENACT FORM BASED ZONING AND UPDATED USES AND TO REZONE ECORSE RD. TO BE CONSISTENT WITH THE ARTICLE XI-A ZONING ORDINANCE LANGUAGE**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve the 1st Reading of Resolution 2019-26, Proposed Ordinance 2019-487 Amending the Zoning Ordinance to Add Article XI-A Ecorse Rd. Form Based District to Enact Form Based Zoning and Updated Uses and to Rezone Ecorse Rd. to be Consistent with the Article XI-A Zoning Ordinance Language (see attached).

Clerk Lovejoy Roe, supported by Trustee Wilson added a Friendly Amendment to Remove Gas stations, Car Washes, and Auto Repair from the List of Allowed Uses in the Ecorse Road Zoning. The change would not allow any new gas stations, car washes, or auto repair facilities on Ecorse Road.

Megan Masson-Minock, Carlisle Wortman, explained the amendment would be that gas stations and car washes that currently exist on Ecorse Road would become

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MINUTES OF THE JUNE 18, 2019 REGULAR BOARD MEETING
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non-conforming uses and they could continue to operate as long as there was not a change in ownership. Ms. Masson-Minock said that if they apply for a non-conforming "A" status they could expand.

JoAnn McCollum, Township Resident stated she feels there are enough Gas Stations and Auto Repair on Ecorse Road. She said she thinks a Food Store would be a great addition to Ecorse Road.

Supervisor Stumbo stated that the plan was to make the Ecorse Road Corridor a walkable downtown area with restaurants and shops.

Trustee Wilson stated he was at the final meeting with business owners in the area and they were satisfied that they could remain the way they were and if they decide they could expand.

Roll Call Vote on the Original Motion and the Friendly Amendment:

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

The motion carried unanimously.

3. REQUEST TO APPROVE A BORDER TO BORDER TRAIL AGREEMENT FOR BRIDGE RD. TO SNOW RD. AND THE GROVE RD. TRAIL SEGMENT WITH THE WASHTENAW COUNTY PARKS AND RECREATION COMMISSION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve the Request to Approve a Border to Border Trail Agreement for Bridge, Rd. to Snow Rd. and the Grove Rd. Trail Segment with the Washtenaw County Parks and Recreation Commission (see attached).

The motion carried unanimously.

4. RESOLUTION 2019-28, SUPPORT FOR THE IRON BELLE TRAIL IN THE CHARTER TOWNSHIP OF YPSILANTI

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Resolution 2019-28, Support for the Iron Belle Trail in the Charter Township of Ypsilanti (see attached).

The motion carried unanimously.

5. REQUEST TO AWARD THE LOW BID FOR THE GROVE ROAD PATHWAY EXTENSION PROJECT TO BEST ASPHALT IN THE AMOUNT OF \$371,747.50 WITH A 10% CONTINGENCY AMOUNT OF \$36,752.50 FOR A TOTAL AMOUNT OF \$408,500.00 TO BE BUDGETED IN LINE ITEM #212-970-000-997-007 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

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A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to Approve Request to Award the Low Bid for the Grove Road Pathway Extension Project to Best Asphalt in the Amount of \$371,747.50 with a 10% Contingency Amount of \$36,752.50 for a Total Amount of \$408,500.00 to be Budgeted in Line Item #212-970-000-997-007 Contingent Upon Approval of the Budget Amendment.

The motion carried unanimously.

6. REQUEST TO APPROVE AGREEMENT WITH OHM FOR CONSTRUCTION SERVICES FOR THE PHASE I GROVE RD. PATHWAY FROM BRIDGE RD. TO SNOW RD. IN THE AMOUNT OF \$33,500.00 TO BE BUDGETED IN LINE ITEM #212-970-000-997-007 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Agreement with OHM for Construction Services for the Phase I Grove Rd. Pathway from Bridge Rd. to Snow Rd. in the Amount of \$33,500.00 to be Budgeted in Line Item #212-970-000-997-007 Contingent Upon Approval of the Budget Amendment (see attached).

The motion carried unanimously.

7. REQUEST TO APPROVE AGREEMENT WITH OHM FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE PHASE II GROVE RD. BORDER TO BORDER PATHWAY FROM SNOW RD. TO RAWSONVILLE RD. IN THE AMOUNT OF \$47,900.00 TO BE BUDGETED IN LINE ITEM #212-970-000-997-007 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Agreement with OHM for Professional Engineering Design Services for the Phase II Grove Rd. Border to Border Pathway from Snow Rd. to Rawsonville Rd. in the Amount of \$47,900.00 to be Budgeted in Line Item #212-970-000-997-007 Contingent Upon Approval of Budget Amendment (see attached).

Clerk Lovejoy Roe stated they need to change the proposal before it is signed to specify that Washtenaw County Parks and Recreation would bid the project and not Ypsilanti Township.

Supervisor Stumbo stated this includes design work from North Hydro to Grove Road.

Ms. Herndon, Township Resident was wondering about the school on Mary Catherine. Clerk Lovejoy Roe stated it was Van Buren property that was vacant for years but she does not have any information regarding the property.

Supervisor Stumbo stated they would look into it. She said they had heard a Church purchased the property.

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Ms. Herndon asked if the Township Board had any influence with YCUA about the flood situation.

Supervisor Stumbo stated there was a bad flood in that area and YCUA was handling it.

Clerk Lovejoy Roe stated at the West Willow Association Meeting residents said they did not feel they were being heard by YCUA. She said they encouraged residents to notify Crystal Campbell, the Neighborhood Watch Coordinator, or they could email any of the board members and they would forward the concerns to YCUA.

The motion carried unanimously.

8. REQUEST TO APPROVE AGREEMENT WITH OHM FOR GEOTECHNICAL SERVICES IN RELATION TO THE CIVIC CENTER POND IN THE AMOUNT OF \$6,850.00 BUDGETED IN LINE ITEM #101-956-000-801-000

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Agreement with OHM for Geotechnical Services in Relation to the Civic Center Pond in the Amount of \$6,850.00 Budgeted in Line Item #101-956-000-801-000 (see attached).

The motion carried unanimously.

9. RESOLUTION 2019-29, ABANDONED TAX DELINQUENT PROPERTY

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2019-29, Abandoned Tax Delinquent Property (see attached).

The motion carried unanimously.

10. RESOLUTION 2019-30, PURCHASE TAX FORECLOSED PROPERTY LOCATED AT 641 GREENLAWN IN THE AMOUNT OF \$24,974.00 BUDGETED IN LINE ITEM #101-950-000-969-011 FROM THE 2019 WASHTENAW COUNTY TREASURER LIST OF TAX FORECLOSED PROPERTIES UNDER THE RIGHT OF FIRST REFUSAL

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Resolution 2019-30, Purchase Tax Foreclosed Property Located at 641 Greenlawn in the Amount of \$24,974.00 Budgeted in Line Item #101-950-000-969-011 from the 2019 Washtenaw County Treasurer List of Tax Foreclosed Properties Under the Right of First Refusal (see attached).

The motion carried unanimously.

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**11. REQUEST TO APPROVE EQUIPMENT LEASE AGREEMENT WITH THE
AMERICAN CENTER FOR MOBILITY FOR THE USE OF AN YPSILANTI
TOWNSHIP FIRE TRUCK**

Clerk Lovejoy Roe stated this motion was subject to Attorneys' review including reviewing the insurance, change to reflect a one-year lease, and include the real wages for each Firefighter.

Chief Copeland explained that this was over-time for staff and it would not have an impact on their work staff. He said it was a great opportunity for the fire service but also for our Township Board to collaborate with AMC on this venture. He said his staff were excited to be a part of the testing for autonomous vehicles.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Equipment Lease Agreement with the American Center for Mobility for the use of an Ypsilanti Township Fire Truck Pending Attorney Review of the Contract and Updates to Fire Fighter Wage Information, Length of Contract and Insurance Information.

The motion carried unanimously.

**12. REQUEST TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE LOW QUOTE
FOR PURCHASE OF A NEW STOCK SPARTAN FIRE ENGINE FROM ZAHNEN
COMPANIES IN THE AMOUNT OF \$515,000.00 BUDGETED IN LINE ITEM
#206-970-000-979-000**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Request to Waive the Financial Policy and Accept the Low Quote for Purchase of a New Stock Spartan Fire Engine from Zahnen Companies in the Amount of \$515,000.00 Budgeted in lien Item #206-970-000-979-000.

Chief Copeland introduced Dan Kimball, Fire Marshall and Fred Anstead, Captain. He said they have served on the truck committee for many years.

Captain Anstead explained to the board the Fire Truck fleet they currently have in the Township. He said the industry standard is to replace a fire truck about every ten years or 100,000 miles and then the old truck would go into a reserve fleet status. He said truck 14-4 at the Textile Road station has 108,000 miles and is the one they would like to replace. He said some of the area they service has no fire hydrants so the new truck would carry 250 more gallons of water than the current truck. Captain Anstead explained with a slide presentation the process of deciding on the specific Fire Truck that they were proposing the Township to purchase.

Trustee Williams-Ross asked how does this total work with the fund balance. Chief Copeland said the truck price came in about \$10,000.00 under budget for what was budgeted in 2019. She asked if the 108,000 miles came up because of the mutual aid program. Captain Anstead said some might have put extra miles on it but this station does not usually respond to the mutual aid runs. Trustee William-Ross

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asked why did they pick to replace 14-4 because both the trucks were eleven years old. Captain Anstead said they looked at all the trucks and 14-4 seemed to have more maintenance issues over the last few years. He said they planned on replacing the other truck next year. Captain Anstead said that the salesman contacted them today and said they had another stock truck available for the same price if we wanted to take them both. Captain Anstead said they knew they didn't have enough money to purchase both in their fund but if they could borrow from the general fund they could proceed in purchasing two trucks if the Board approves it tonight. He said they would pay it back with the millage that was approved last year. Trustee Williams-Ross wondered if we purchased two trucks at the same time would they have additional discounts. Captain Anstead said they could look into it but they are a stock truck. He said he knows that when they purchase an additional truck next year it will cost \$15,000.00 to \$20,000.00 more for the same truck. Javonna Neel, Accounting Director stated they would have to do a budget amendment and she did revise an amendment to include the additional \$515,000.00 from the General Fund if the Board agrees tonight to purchase both fire trucks. She said the Fire Department would pay the General Fund back in installments.

Trustee Eldridge asked why were they waiving the financial policy when in the board packet there was pricing from competitors but there was no break down pricing for us to compare with other vendors. Captain Anstead said they have talked with other vendors and this was the lowest price. Captain Anstead said that even if they have them build out this exact truck with other vendors the cost would still be higher.

Clerk Lovejoy Roe said the reason the financial policy needs to be waived was because they didn't follow the township's financial policy. She said the policy states they would first come to the board to get authorization to go out for bids with the bid specs, and then we would receive sealed bids but instead they went out and got quotes.

Supervisor Stumbo says there are three quotes but our policy states we have to bid it. She said if we just get three quotes we have to formally waive the financial policy.

Captain Anstead stated that after speaking with the vendors if they feel we were not going to go with them they won't even send in a bid because it is expensive for them to draft a bid.

Trustee Eldridge asked if any of the equipment from the old truck could be used on the new truck. Captain Anstead stated some might but the old truck will still be used in a reserve mode. Trustee Eldridge asked about the warranty for the engine on the truck. Captain Anstead said the engine and transmission warranty were both five years. Trustee Eldridge stated that it said the warranty information was attached but he could not find it. Captain Anstead said he must of not printed it.

Clerk Lovejoy Roe said this was just a proposal and we do not have an agreement.

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Trustee Eldridge asked if we could look into this and they could bring it back on July 2, 2019. Captain Anstead said that if they sell the truck by then they would have to wait until the next group of trucks were built because they won't hold the truck unless there was a purchase agreement. Trustee Eldridge stated that if they said the price was good for thirty days and the truck was not held for thirty days that may not be a good company to deal with. Captain Anstead stated they purchased their last truck from this company and had no issues with them. Chief Copeland said it stated in the document that it was subject to prior sale. Chief Copeland stated these trucks were on a first come basis so if another municipality shows up and purchases it they will get it.

Trustee Ross-Williams questioned that at the bottom of the proposals it states unless accepted within thirty days they have the right to withdraw their proposal.

Supervisor Stumbo said that it states they are prepared to manufacturer a truck for us. She said the gentlemen stated that this company already has one manufactured and was ready to go.

Captain Anstead said the new truck would replace the 2008 truck and the 2008 truck will replace the reserve 1990 truck which would be retired.

Clerk Lovejoy Roe asked Javonna Neel, Accounting Director what was still owed on the previous fire truck that the Fire Department purchased with borrowed money from the general fund. Chief Copeland said he thought there was six years remaining on the payment schedule for that truck. Javonna Neel believes its' about \$215,000.00. Clerk Lovejoy Roe asked how soon they could pay it back. Javonna Neel said they received the millage which would begin in 2020 and they would be able to pay for the second new truck. Ms. Neel said that they would be able to accelerate the payment for the remainder of the \$215,000.00.

Trustee Eldridge questioned who would we be buying the truck from since it says it's a Spartan truck but on the letter head the company is listed as Zahnen Companies. Captain Anstead stated it was a Spartan truck but Zahnen Company is the Michigan Dealer for Spartan trucks.

Captain Anstead stated even if we purchase this truck it would be about ninety days before the truck would be delivered because of the additional equipment that was needed to be installed on the truck.

Supervisor Stumbo stated the Fire Department has always wanted to purchase the two trucks but the custom trucks were much more expensive than the stock trucks. She said the opportunity came up to purchase a stock truck and then today the opportunity came up for the additional stock truck. She said they always wanted to replace the two trucks with two new trucks but the budget would not sustain it.

Captain Anstead said the truck they purchased in 2015 cost \$594,000.00 and this truck was \$515,000.00. He said this was already a good deal.

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MINUTES OF THE JUNE 18, 2019 REGULAR BOARD MEETING
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Trustee Ross-Williams stated if two firetrucks were purchased at the same time she would want to have a discount before she would vote for it. Captain Anstead said he would have to call the salesman.

Attorney Winters stated there were more questions than he could answer because this was different than previous contracts. He said it was hard to figure out the warranties for different parts of the truck and would like it to be clarified. He said he remembers previously having some issues when dealing with this company in Greenville. Captain Anstead said there were issues about when the payment was due and we paid them for the truck in full upon delivery. Attorney Winters said there were also other warranty issues.

Trustee Eldridge stated he thought every board member wants the Fire Department to get a Fire Truck but he said he needed more information.

Clerk Lovejoy Roe asked if there were other vendors that built stock fire trucks. Captain Anstead replied that there were. Clerk Lovejoy Roe asked why they wanted to go with Spartan. Captain Anstead said Spartan was always more cost effective. Clerk Lovejoy Roe said she agrees with Trustee Eldridge that no one is against purchasing the fire truck, in fact she said she would like to purchase both of the trucks if it could be worked out but she said she agrees with Trustee Ross-Williams about the possibility of a discount when purchasing two. She said the reason this is so hard to do was because it was not following our policy.

Trustee Ross-Williams said that she would like to see this come back to the board at the July 2, 2019 meeting with the questions answered.

Trustee Eldridge stated he doesn't think that we would get a discount for purchasing two trucks. He said he wasn't against purchasing two trucks for the price but would like more of a legal document.

Clerk Lovejoy Roe asked if we could make a motion to purchase the two trucks subject to the agreement which would be brought to the board and would that be enough for them to save the two trucks.

Chief Copeland said he would bring a purchase agreement that was approved by Attorney Winters, for the two trucks, including warranty information to the July 2, 2019 board meeting for Board approval.

A motion by Trustee Eldridge, supported by Trustee Ross-Williams to table this until the July 2, 2019 board meeting.

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

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
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13. REQUEST TO APPROVE RESOLUTION ESTABLISHING AUTHORIZED SIGNATORIES FOR MERS CONTRACTS AND SERVICE CREDIT PURCHASE APPROVALS

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution Establishing Authorized Signatories for Mers Contracts and Service Credit Purchase Approvals (see attached).

The motion carried unanimously.

14. REQUEST APPROVAL OF THE 2019 L-4029

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request Approval of the 2019 L-4029 (see attached).

The motion carried unanimously.

15. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COMMUNITY COLLEGE FOR EXTENSION CENTER OFFERINGS FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2020

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Agreement with Washtenaw Community College for Extension Center Offerings for the Period of July 1, 2019 to June 30, 2020.

Attorney Winters questioned the insurance for this program. Clerk Lovejoy Roe said she thought we had Certs for this and she asked Lisa Stanfield, Deputy Clerk to look for the Certs.

A motion was made by Ross-Williams, supported by Trustee Eldridge to Table this Request.

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

The motion carried unanimously.

16. REQUEST APPROVAL OF AGREEMENT WITH THE NATIONAL KIDNEY FOUNDATION FOR ENHANCE FITNESS CLASSES AT THE COMMUNITY CENTER FOR 2020

A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to Approve Agreement with National Kidney Foundation for Enhance Fitness Classes at the Community Center for 2010.

Attorney Winters questioned the language regarding this Agreement and would like our Insurance people to look into it.

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A motion was made by Trustee Eldridge, supported by Trustee Wilson to Table this request.

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

The motion carried unanimously.

17. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, JULY 2, 2019 AT APPROXIMATELY 7:00PM FOR TWO PRIVATE ROAD VARIANCES

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request to Set a Public Hearing Date of Tuesday, July 2, 2019 at Approximately 7:00PM for Two Private Road Variances.

The motion carried unanimously.

18. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, JULY 16, 2019 AT APPROXIMATELY 7:00PM FOR THE CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #217 AMBERLY GROVE SUBDIVISION #2

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request to set a Public Hearing Date of Tuesday, July 16, 2019 at Approximately 7:00PM for the Creation of Streetlight Special Assessment District #217 Amberly Grove Subdivision #2.

The motion carried unanimously.

19. REQUEST TO SCHEDULE A REGULAR TOWNSHIP BOARD WORK SESSION AND BOARD MEETING ON TUESDAY, JULY 2, 2019 AT 5:00PM AND 7:00PM

A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to Approve the Request to Schedule a Regular Township Board Work Session and Board Meeting on Tuesday, July 2, 2019 at 5:00PM and 7PM.

The motion carried unanimously.

20. BUDGET AMENDMENT #10

A motion was made by Trustee Ross-Williams, supported by Clerk Lovejoy Roe to Approve Budget Amendment #10 (see attached)

The motion carried unanimously.

AUTHORIZATION AND BIDS

**CHARTER TOWNSHIP OF YPSILANTI
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PAGE 13**

1. REQUEST TO SEEK SEALED BIDS FOR THE INSTALLATION OF A CONCRETE SLAB AT THE HYDRO STATION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request to Seek Bids for the Installation of a Concrete Slab at the Hydro Station.

The motion carried unanimously.

2. REQUEST TO SEEK SEALED BIDS FOR SHORE STABILIZATION ISSUES IN TWO AREAS OF FORD LAKE PARK

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request to Seek Sealed bids for Shore Stabilization Issues in Two Areas of Ford Lake Park.

Elliott Smith, OHM explained the slope erosion on Grove Road and in Loonfeather Park on the west slope. He said their recommendation should be completed in about two weeks.

The motion carried unanimously.

3. REQUEST TO SEEK SEALED BIDS FOR THE CONSTRUCTION AND INSTALLATION OF A NEW GENERATOR AT THE LAW ENFORCEMENT CENTER

A motion was made by Trustee Wilson, supported by Clerk Lovejoy Roe to Approve the Request to Seek Sealed Bids for the Construction and Installation of a new Generator at the Law Enforcement Center.

The motion carried unanimously.

OTHER BUSINESS

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

The motion carried unanimously.

The meeting was adjourned at approximately 8:51PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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

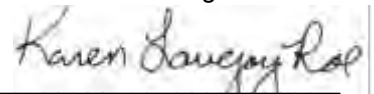
Whereas, at its regularly scheduled meeting held April 9, 2019, the Commission recommended approval of the Planning Consultant's proposed amendments to the Township's Zoning Code to the Township Board to update Article XXVII – Changes and Amendments to specify the process and circumstances for conditional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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-06 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 18, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

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.

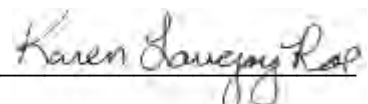
SECTION 3. SEVERABILITY. In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2018-486 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on June 18, 2019 after first being introduced at a Regular Meeting held on May 7, 2019. The motion to approve was made by member Roe and seconded by Doe YES: Stumbo, Roe, Doe, Eldridge, Jarrell Roe, Ross Williams, Wilson ABSENT: None NO: None ABSTAIN: None.



Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

**RESOLUTION 2019-27
(In Reference to Ordinance 2019-488)**

**Adoption of the 2018 Edition of the
International Fire Prevention Code**

Whereas, the Charter Township of Ypsilanti Board of Trustees recognizes the need for a modern, up-to-date fire code addressing conditions hazardous to life and property from fire and explosion hazards; the storage, handling and use of hazardous substances and materials; and the use and occupancy of buildings and premises; and

Whereas, the International Fire Code, 2018 Edition, is designed to meet these needs through model code regulations that safeguard public health and safety; and

Whereas, the International Fire Code, 2018 Edition, is fully compatible with the Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code and the International Property Maintenance Code.

Whereas, the Township Fire Department recommends adoption of Ordinance 2019- 488.

Now Therefore,

Be it resolved, that the Charter Township of Ypsilanti Board of Trustees hereby adopts by reference attached Ordinance No. 2019-488 amending the Code of Ordinances of the Charter Township of Ypsilanti, Article II, Fire Prevention Code.

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO. 2019-488

*An Ordinance Amending the Code of Ordinances,
Charter Township of Ypsilanti, Chapter 30, Article II
Entitled Fire Prevention Code by Adoption of the
2018 Edition of the International Fire Prevention Code*

The Charter Township of Ypsilanti hereby **Ordains** that Chapter 30 of the Code of Ordinances for Ypsilanti Township, Article II entitled Fire Prevention Code is hereby amended as follows:

DELETE in its entirety the current Article II entitled Fire Prevention Code (Sections 30-26 through 30-31, inclusive).

ADD the following new provision:

A. Adoption by Reference.

A certain document, copies of which are on file with the office of the Township Clerk and the Bureau of Fire Prevention, being marked and designated as the "**International Fire Code, 2018 Edition, International Code Council,**" is adopted by reference, including Appendix Chapters A through N, and all references therein printed – except those section and appendices herein amended, deleted or added. This document shall be known and may be cited as the "**Fire Prevention Code of the Charter Township of Ypsilanti,**" regulating and governing conditions hazardous to life and property from the standpoint of fire and explosion and for defining the scope of authority of the chief of the fire department and the bureau of fire prevention.

B. Purpose of Article.

The purpose of this article is to provide for the prevention of fires and the protection of persons and property from exposure to the dangers of fire and explosion; to authorize the investigation of fires and the discovery of crime or other offenses in relation thereto; to require the razing, repair and alterations of building, and the clearing and improvement of premises which constitute a fire hazard or a menace to the peace, security or safety of persons or property; to control the use and occupancies of such premises; to provide for the transportation, use and storage of inflammable liquids, compressed gases, and corrosive liquids; to prohibit the use of certain fire extinguishers and fire extinguishing agents; to provide for the administration of this article; and to fix penalties for violation of the provisions of this article.

C. Code Available for Public Use and Inspection.

Complete printed copies of the **Fire Prevention Code** of the Charter Township of Ypsilanti and supplements, therein adopted, are available for public use and inspection at the office of the Township Clerk and at the office of the Bureau of Fire Prevention.

D. References in Code.

References in the **Fire Prevention Code** of the Charter Township of Ypsilanti and supplements to the word “*state*” shall mean the State of Michigan; reference to the word “*municipality*” shall mean the Township of Ypsilanti; references to the term “*corporation counsel*” shall be held to mean the attorney for the township; reference to the term “*bureau of fire prevention*” shall mean the township fire department; and reference to the term “*fire official*” shall be held to mean the chief of the fire department or his authorized designee.

E. Code Revisions.

The following sections of the International Fire Code, 2018 Edition, International Code Council, are hereby revised.

Section 101.1 - insert Charter Township of Ypsilanti

Section 110.4 – delete in its entirety and replace with the following provision:

Section 110.4 Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under the infraction, and shall be subject to a fine as follows:

- a. The fine for any first violation of Article II shall be \$100.00.
- b. The fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$250.00.
- c. The fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$500.00.

The imposition of one penalty for any violation shall not excuse the violations or permit it to continue. All such persons shall be required to correct or remedy such situation or defects within a reasonable time, and, when not otherwise specified, each act or violation and every day upon which such violation shall occur shall constitute a separate offense.

The application of the penalties of this section shall not be held to prevent the enforced removal of prohibited conditions by injunctive or other relief.

Each day that a violation continues after due notice has been served shall be deemed a separate violation.

Section 112.4 – insert \$100 or more than \$500

Section 901.2 – Fire Sprinkler Plan Submittal (Added to read)

All fire sprinkler plans shall be submitted to the *fire official* for review. The *fire official* may request review of the sprinkler plans by a third party. The third party shall be included on a list of companies approved by the Charter Township of Ypsilanti Fire Prevention Bureau. The Charter Township of Ypsilanti Fire Prevention Bureau shall witness

all required tests and field inspections of all fire sprinkler systems.

- a. A list of approved companies will be available in the Fire Prevention Bureau and the Office of Community Standards.
- b. No company will be allowed to review its own plans.

Section 906.1 - Residential Fire Extinguisher Requirements Rental Units. *2015 Property Maintenance Code language (Added to read)

- a. It shall be the responsibility of the owner(s) of single family and multiple family rental units to provide each living unit with a portable fire extinguisher.
- b. The fire extinguisher shall have a minimum 1A-10BC rating or higher, and shall be mounted in a readily accessible location within each dwelling unit. Each extinguisher shall be tagged to include a maintenance and inspection record and must be operable at all times.
- c. It shall be the owner's responsibility to maintain the extinguisher in accordance with NFPA 10, and such maintenance shall include, but is not limited to, recharging the extinguisher of the unit which was discharged when attempting to extinguish a documented fire. For the purpose of this section, a documented fire shall mean any fire that the Ypsilanti Township Fire Department has responded to and/or has a record of. In all other cases it shall be the responsibility of the resident to recharge the extinguisher.
- d. The resident of a single family or multiple family rental unit shall be responsible to advise the building owner, or his designated agent, whenever a required fire extinguisher is missing, damaged, discharged or in need of service.
- e. Anyone tampering with, damaging or interfering with the effectiveness of a fire extinguisher shall be in violation of this code.

Section 907.2 - Minimum Smoke Detection Requirements Rental Units. *2015 Property Maintenance Code language (Added to read)

- a. Each apartment, suite, or sleeping area of every single or multiple dwelling units shall be provided with a minimum of one smoke detector capable of sensing visible or invisible products of combustion.
- b. The smoke detector shall be approved or listed by recognized or independent testing laboratories and, when actuated, shall provide an alarm suitable to warn the occupants within the individual dwelling unit.
- c. A minimum of one smoke detector shall be located in the immediate area of all sleeping quarters.
- d. All single family and multiple dwelling units, including duplexes, shall comply with this section.

e. It shall be the responsibility of the owner(s) of each rental unit to install and maintain in operating condition smoke detectors in each dwelling unit as herein provided.

f. All devices, combination of devices and equipment required herein are to be installed in conformance with the Michigan Building and Residential Codes and this section.

g. At least one smoke detector shall be installed to protect each sleeping area. A sleeping area is defined as the area or areas of the family living unit in which the bedrooms or sleeping rooms are located. When bedrooms ordinarily used for sleeping are separated by other used areas, such as kitchens or living rooms, but not bathrooms or closets, they shall be considered as separate sleeping areas for the purpose of this section.

F. Geographic Limits Referred to in Certain Sections of the Code.

The geographic limits referred to in certain sections of the 2018 International Fire Code are hereby established as follows:

Section 5704.2.9.6.1 (geographic limits in which the storage of Class I and Class II liquids in above-ground storage tanks outside of buildings is prohibited): *Storage of greater than 50 gallons is prohibited within 50 feet of a structure.*

Section 5706.2.4.4 (geographic limits in which the storage of Class I and Class II liquids in above-ground ground storage tanks is prohibited): *Amend to add the following language:*

- a. *An above ground storage tank shall not be erected less than 300 feet (92 meters) from any of the following:*
 - i. *a mineshaft.*
 - ii. *an air escape shaft for a mine.*
 - iii. *a school*
 - iv. *a church*
 - v. *a hospital*
 - vi. *a theater*
 - vii. *assembly occupancies for 50 or more persons.*
- b. *The above ground storage tank, loading operation, or unloading operation shall not be installed closer than 25 feet (7.6 meters) plus 1 inch (25 millimeters) per 1,000 volts, measured horizontally from the nearest conductor or power lines, except that a service entrance and service line may be closer than 25 feet (7.6 meters), but shall not be over a tank loading or unloading area.*

Section 5806.2 (geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited): *Amend to add the following language:*

- a. *Stationary containers with storage greater than 45 gallons is prohibited within 50 feet of the following:*
 - i. *Places of public assembly*
 - ii. *Non-ambulatory patient areas*
- b. *Stationary containers with storage greater than 45 gallons is prohibited within 15 feet of the following:*

- i. Combustible materials such as paper, leaves, weeds, dry grass or debris exposure hazards
- c. Stationary containers with storage greater than 45 gallons is prohibited within 10 feet of the following:
 - ii. Air intakes
- c. Stationary containers with storage greater than 45 gallons is prohibited within 5 feet of the following:
 - i. Lot lines

Section 6104.2 (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): *Amend to add the following language:*

For the protection of heavily populated and congested areas, the maximum aggregate capacity of any installation of liquefied petroleum gas shall not exceed a water capacity of 2,000 gallons within 50 feet (15.2 meters) of a structure.

G. Rights and Remedies are Cumulative.

The rights and remedies provided herein are cumulative and in addition to any other remedies provided by law.

H. Severability Clause.

That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Charter Township of Ypsilanti hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses or phrases by declared unconstitutional.

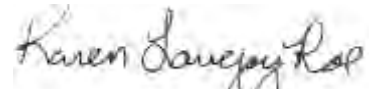
I. Publication.

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

J. Effective Date.

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2019-488 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on June 18, 2019. The second reading is scheduled to be heard on July 16, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2019-26
(In Reference to Ordinance 2019-487)

A Resolution Amending the Zoning Ordinance of the Charter Township of Ypsilanti to add Article XI-A – Ecorse Road Form Based District to enact form-based zoning and updated uses and to rezone Ecorse Road to be consistent with the Article XI-A Zoning Ordinance language.

Whereas, the Charter Township of Ypsilanti adopted the Ecorse Road/East Michigan Avenue Placemaking Plan in 2018; and

Whereas, changes to the zoning on Ecorse Road are key to the implementation of that plan; 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 23, 2019, the Commission recommended approval to the Ypsilanti Township Board of the Planning Consultant's proposed amendments to the Township's Zoning Code to the Township Board to add Article XI-A – Ecorse Road Form Based District to enact form-based zoning and updated uses; and

Whereas, at its regularly scheduled meeting held April 23, 2019, the Commission recommended approval to the Ypsilanti Township Board of the Planning Consultant's proposed amendments to Ypsilanti Township's Zoning Map to be consistent with the recommended addition to the Township's Zoning Code to the Township Board to add Article XI-A – Ecorse Road Form Based District to enact form-based zoning and updated uses; and

Whereas, proposed Ordinance No. 2019-487 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. 2019-487 as attached, by amending the Zoning Ordinance to include Article XI-A of the Township's Zoning Code as noted, with proposed Ordinance No. 2019-487, which ordinance reflects the suggestions and input of the Township's Planning Consultant as recommended by the Commission.

CHARTER TOWNSHIP OF YPSILANTI
PROPOSED ORDINANCE 2019-487

Amending the Zoning Ordinance of the Charter Township of Ypsilanti to add Article XI-A – Ecorse Road Form Based District to enact form-based zoning and updated uses and to rezone Ecorse Road to be consistent with the Article XI-A Zoning Ordinance language.

SECTION 1. AMENDMENT TO TOWNSHIP ZONING ORDINANCE TO ADD ARTICLE XI-A:

ARTICLE XI – A ECORSE ROAD FORM BASED DISTRICT (ERFB)

SECTION 1140 - GENERAL INTENT AND PURPOSE

- A. Intent.** The **ECORSE ROAD FORM BASED DISTRICT (ERFB)** is intended to implement the vision established by the Township Master Plan and the E. Michigan Avenue and Ecorse Road Placemaking Plan, to transform the Ecorse Road corridor into a vibrant, dynamic area through placemaking and the attraction of new investment. The Ecorse Road Form Based District allows for the consolidation and creative redevelopment of parcels.

Development of buildings and sites, including retrofitting and redevelopment of existing sites and buildings, can include residential, retail, office, and service uses. Uses designed to support the residents and local workers are also encouraged, such as mixed-use developments with small scale retail or restaurant uses incorporated with housing units. The redeveloped corridor will help diversify the Township housing and commercial stock and incorporate architecturally interesting buildings.

Consolidation of parcels in the District is encouraged in order to provide for a quality and consistent development pattern. Incentives include additional building forms and more permitted uses.

- B. Purpose.** The general purpose of these regulations is as follows:
- a. Promote new investment opportunities by allowing a wide range of potential uses and techniques to expand the employment and economic base.
 - b. Ensure that development is of human scale, primarily pedestrian-oriented, and designed to create attractive streetscapes and pedestrian spaces.
 - c. Ensure that development is designed for all modes of transportation.
 - d. Promote mixed-use development.
 - e. Ensure reasonable transition between higher intensity development and adjacent neighborhoods.
 - f. Improve mobility options and reduce the need for on-site parking by encouraging all modes of transportation, through shared parking, and through on-street parking.
 - g. Provide predictable development approval process.
 - h. Encourage lot consolidation to provide for larger consistent developable sites.
- C. Factors for Regulation.** These regulations are based on two (2) significant factors: site context and building features.
- 1. Site context is derived from existing and desired characteristics of an area and recognizes the inherent conditions of the areas where these regulations are applied. Regulated sites types are organized by shape, size, orientation and location.
 - 2. Building feature addresses the manner in which buildings and structures relate to their lots, surrounding buildings, and street frontage. The shape of the building, the land area to volume ratio, and the orientation of the building has a significant impact upon the character of an area. Building

form standards control height, placement, building configuration, parking location, and building transparency applicable to the site context.

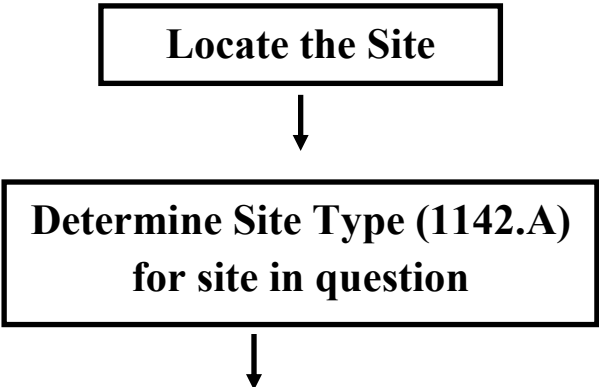
SECTION 1141 - APPLICABILITY AND ORGANIZATION

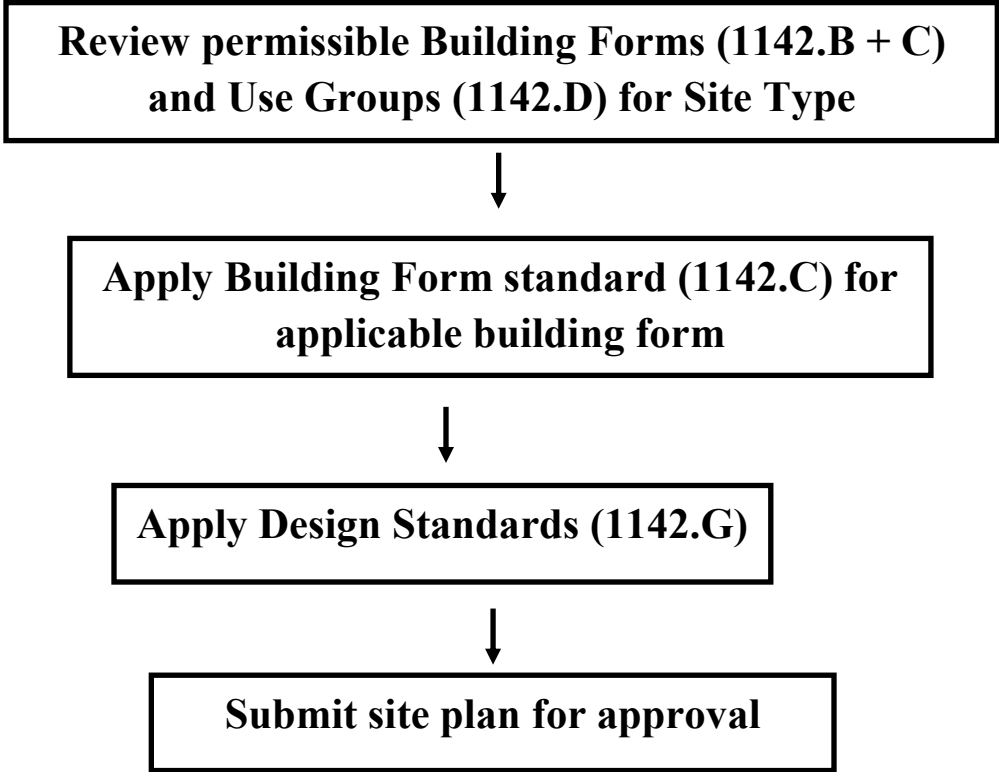
A. Applicability.

1. Any new use or expansion of existing use that requires site plan review shall comply with the requirements of this Article and other applicable requirements of this Ordinance.
2. The requirements of this Article shall not apply to:
 - a. Continuation of a permitted use within an existing structure.
 - b. Changes of use within existing structures that do not require increased parking.
 - c. Normal repair and maintenance of existing structures that do not increase its size or parking demand.

B. Regulating Plan. The Ecorse Road Form Based District shall be governed by a Regulating Plan that is specific to the area.

1. The Regulating Plan based on the site type determines building form and allowable use for each property within a form-based district
2. The Regulating Plan is based on three (3) factors: Site Type; Building Form; and Use Group.
 - a. **Site Types.** Site Types, as set forth in Section 1142.A, are determined by street orientation, lot size, lot configuration, location, and relationship to neighboring sites. Site type provides the basis for building forms and authorized use groups.
 - b. **Building Form Standards and Types.** Building form standards and types, set forth in Section 1142.B + C, establish the parameters for building form, height, and placement, and are specifically applied to each district based upon the regulating plan.
 - c. **Authorized Use Groups.** Authorized land uses are organized by use groups. Authorized use groups, as set forth in Section 1142.D, are specifically applied to each District based upon the regulating plan.
3. The steps to determine the regulations that apply to a specific property within a form-based district are as follows:
 - a. Find the site in question on the regulating plan map
 - b. Identify the site type for the site in question. Sites will be classified Site Type A, B, or C.
 - c. Consult the Use Groups and Building Forms Permitted table in which the site is located. The table will identify if a use group or building form is permitted, permitted with conditions, or not permitted for the site type and street type combination of the site in question.
 - d. Follow the regulations for the chosen building form when designing the development application. Building form regulations are established in Section 1142.B and 1142.C.
 - e. Follow the design standards as listed in Section 1142.G.
 - f. Obtain site plan approval or special use approval for the chosen building form and use, as appropriate.





- C. Design Standards.** General design standards, set forth in Section 11.42.G, are supplementary to other requirements of the Ordinance. Generally, the design standards regulate building placement, parking orientation, landscaping, and other site design requirements.
- D. Modification of District Boundaries.** Any modification to the boundaries of any form-based district shall require rezoning, in accordance with the provisions of Article XXVII, Changes and Amendments.
- E. Modification of Regulating Plan.** Specific building form, use group, and design standards applied within each Regulating Plan are based upon the designation of site type. Any modification of site type may be determined by the Planning Commission, notice and after conducting a public hearing in accordance with Sec. 2703.

The Planning Commission shall consider the following in making a determination to modify a site type or street type designation:

1. The applicant’s property cannot be used for the purpose permitted in the form-based district.
2. Area has been added to or deleted from the subject property in question, requiring the modification.
3. The proposed modification and resulting development will not alter the essential character of the area.
4. The proposed modification meets the intent of the district.
5. Existing streets have been improved and/or new streets constructed that may result in the modification of a specific site type.
6. Modification to the Regulating Plan is in conformance to the Master Plan and Placemaking Plan.

- F. Nonconformities.** Nonconformities shall be regulated in accordance with Article XXII of the Zoning Ordinance.

SECTION 1142 - STANDARDS

A. Site Types

1. **Site Type A** (neighborhood residential or mixed-use sites)

Site Type A is composed of lots one-half (0.5) acre or smaller and is reserved primarily for residential use and for smaller non-residential use which is compatible with a residential setting. Site Type A is generally located in areas which serve as a transition between the Ecorse Road and neighboring residential areas. The building form selected for these sites must consider both the front elevation that fronts on the street but also the rear/side elevation that is adjacent to residential in order to maintain compatibility with adjacent uses.

2. **Site Type B** (neighborhood commercial/office or mixed-use sites)

Made up mostly of lots between one-half (0.5) and one (1) acre in area, the Site Type B category may include free standing single-use sites developed for commercial and office uses serving the surrounding neighborhood or mixed-use developments. Size and character may vary based on the unique characteristic of each parcel. Small retail and food-service uses would often be found in this category, as well as small single or multi-tenant commercial or office buildings.

3. **Site Type C** (Community commercial/office and mixed-use sites)

The sites in Site Type C are mostly larger than one (1) acres in area. Site Type C size and character may vary based on the unique characteristic of each parcel. This category can include free standing single-use or mixed-use developments that are designed to serve a broader community-wide market.

B. Building Form Standards.

1. The ERFC district permit a series of building forms, dependent on the site context. The building forms, set forth in 1142.C, are designated within the district location based on the regulating plan. Building forms are classified in the following manner:
 - a. Permitted Building Forms. These building forms are permitted as of right in the locations specified.
 - b. Prohibited Building Forms. Building forms that are not identified as permitted in the locations specified are prohibited.
 - c. Exceptions: For all building forms in all locations, awnings, signs, other projections (architectural projections, bay windows, etc.) may project beyond the required building line by up to 5 feet. Projections will be reviewed by the Township to ensure public safety.
2. The regulating plan dictates the site type for each individual property in the district. Building forms are identified within each district as permitted or not permitted based upon the site type.
3. Non-Residential Development Height, Setback, and Greenbelt Provisions when adjacent to any Residentially Zoned or Used Property.
 - a. Setback and Greenbelt:
 - i. Site Type A and B. The following setback and greenbelt shall be provided for any parcel zoned Site Type A or B that is adjacent to a residentially zoned or used parcel.
 - a. When a parcel is abutting or adjacent to a residentially zoned or used parcel without an intervening constructed alley or street, the building setback from the property line of the residentially zoned or used parcel shall be no less than the height of the building on the parcel zoned ERFB.
 - b. When a parcel is abutting or adjacent to a residentially zoned or used parcel without an intervening alley or street, a minimum 10-foot landscaped greenbelt shall be maintained from the property line of the residentially zoned or used parcel. The greenbelt shall be

landscaped and screened with a solid fence or decorative wall up to six feet in height erected parallel to any common lot line, with a ten-foot wide planting strip along the base of the wall or fence that consists of one evergreen tree and one canopy tree per 30 lineal feet along the property line.

- c. The Planning Commission may deviate from these setback and greenbelt provisions in the course of its site plan review process; however, the Planning Commission shall not permit a setback or greenbelt that is less than required in the building form. In the review of the deviation, the Planning Commission shall consider the standards as set forth in Section 1142.B.3.b.
- ii. Site Type C. The following setback and greenbelt shall be provided for any parcel zoned Site Type C that is adjacent to a residentially zoned or used parcel.
 - a. When a property is abutting or adjacent to a residentially zoned or used parcel without an intervening alley or street, the setback from the property line of the residentially zoned or used parcel shall be no less than 1.5 times the height of the building on the non-residential parcel.
 - b. When a property is abutting or adjacent to a residentially zoned or used parcel without an intervening alley or street, a minimum 20-foot landscaped greenbelt shall be maintained from the property line of the residentially zoned or used parcel. The greenbelt shall be landscaped in accordance with Section 2108.C.
 - c. The Planning Commission may deviate from these setbacks and greenbelt provisions in the course of its site plan review process; however, the Planning Commission shall not permit a setback or greenbelt that is less than required in the building form. In the review of the deviation, the Planning Commission shall consider the standards set forth in Section 1142.B.3.b.
- b. Deviation Standards:
 - i. Height, setback, and greenbelt deviations may be granted by the Planning Commission if the following is found:
 - a. The deviation shall not adversely impact public health, safety, and welfare.
 - b. The deviation shall maintain compatibility with adjacent uses.
 - c. The deviation shall be compatible with the Master Plan and in accordance with the goals and objectives of the Master Plan and any associated subarea and corridor plans.
 - d. The deviation shall not adversely impact essential public facilities and services, such as: streets, pedestrian or bicycle facilities, police and fire protection, drainage systems, refuse disposal, water and sewage facilities, and schools.
 - e. The deviation shall be in compliance with all other zoning ordinance standards.
 - f. The deviation shall not adversely impact any on-site or off-site natural features.

C. Building Form Types

**Table 1142a-1
Building Form A.1**

Building Form A.1: Small, generally single-purpose buildings for residential. Typically situated on a smaller lot, adjacent to single family residential.

Building Height

Minimum 1 story, 14-foot height, Maximum 2 stories, 28-foot height (Site type A & B), Max: 2 stories, 38-foot height (Site type C)

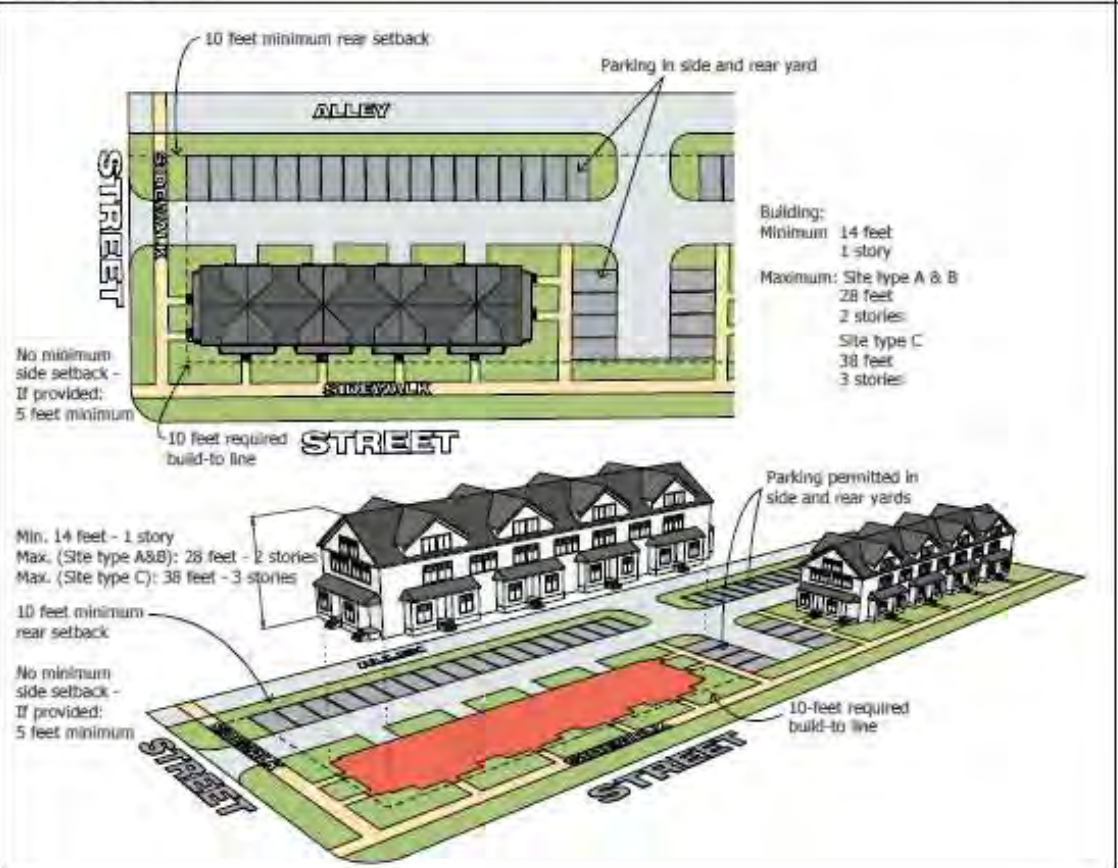
Building Placement

<p>Front Yard: 10-foot required build-to line ¹ 75% of the building façade must meet the required build-to line, while up to 25% of the façade can be setback to allow for architectural consideration.</p>	<p>Side Yard: No minimum side setback if provided, minimum 5 feet. For corner lots, side street yard, minimum 5 feet.</p>	<p>Rear Yard: Minimum 10-foot rear setback</p>
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Lot

<p>Impervious Surface: Maximum 80% Access and circulation: Driveways may access the site from any side, pedestrian pathways must be provided from the right-of-way.</p>	<p>Parking location: Parking shall be located in a side or rear yard; when located in a side yard and abutting the required build-to line adjacent to the right-of-way, parking shall be screened with a minimum 30-inch masonry wall on the required build-to line, or within 5 feet of the required build-to line, provided that a landscape treatment is added between the wall and the required build-to line.</p>
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¹ The Planning Commission may adjust the required build-to line to a maximum of 30 feet beyond the property line for projects incorporating a permanent space for an outdoor café, public space, or a cross access drive with an adjacent parcel. Outdoor cafés or public spaces must be developed as part of the primary building and must incorporate a permanent wall or landscaping area along the required build-to line.

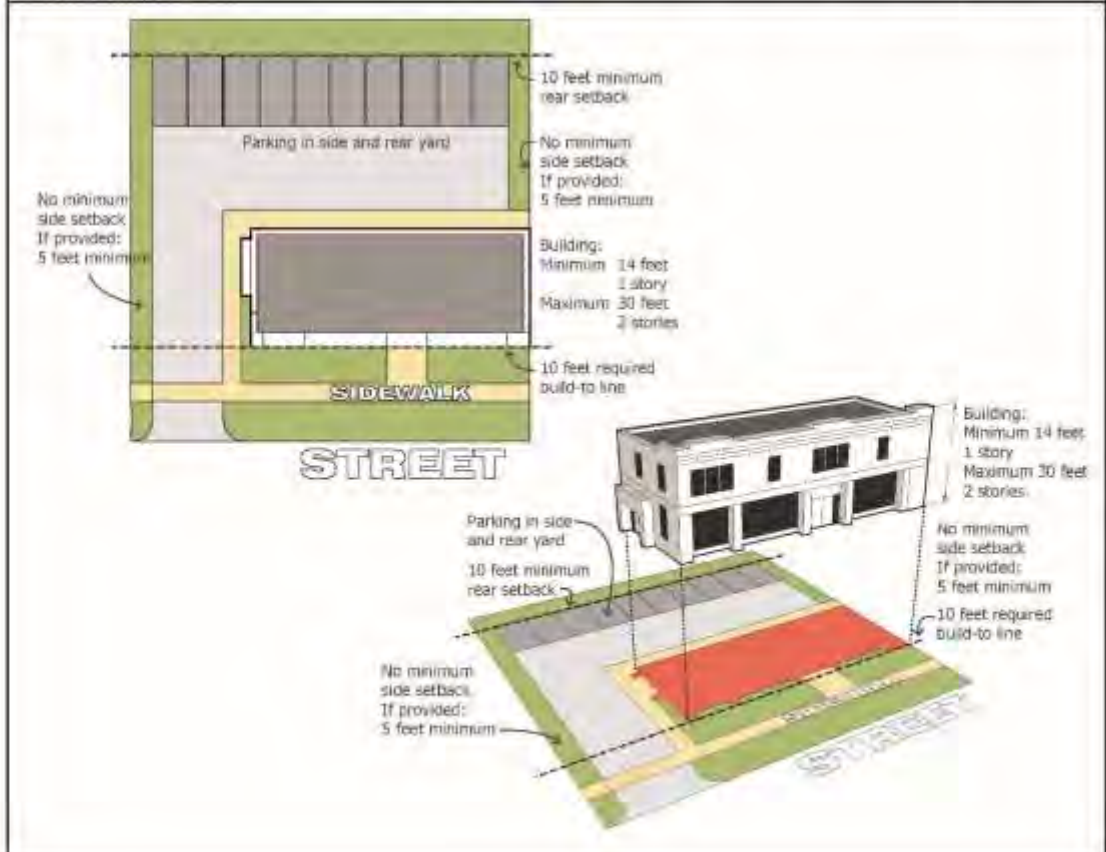


**Table 1142a-2
Building Form A.2**

Building Form A.2: Small, generally single-purpose buildings for retail, office, restaurant, or service uses. Typically situated on a smaller lot within the district. Adjacent to single-family residential.

Building Height		
Minimum 1 story, 14-foot height, Maximum 2 stories, 30-foot height		
Building Placement		
Front Yard: 10-foot required build-to line ¹ 75% of the building façade must meet the required build-to line, while up to 25% of the façade can be setback to allow for architectural consideration	Side Yard: No minimum side setback If provided, minimum 5 feet For corner lots, side street yard, minimum 5 feet.	Rear Yard: Minimum 10-foot rear setback
Lot		
Impervious Surface: Maximum 80%	Parking location: Parking shall be located in a side or rear yard; when located in a side yard and abutting the required build-to line adjacent to the right-of-way, parking shall be screened with a minimum 30-inch masonry wall on the required build-to line, or within 5 feet of the required build-to line, provided that a landscape treatment is added between the wall and the required build-to line.	
Access and circulation: Driveways may access the site from any side, pedestrian pathways must be provided from the right-of-way.		

¹ The Planning Commission may adjust the required build-to line to a maximum of 30 feet beyond the property line for projects incorporating a permanent space for an outdoor café, public space, or a cross access drive with an adjacent parcel. Outdoor cafés or public spaces must be developed as part of the primary building and must incorporate a permanent wall or landscaping area along the required build-to line.



**Table 1142a-3
Building Form B**

Building Form B: Small, generally single-purpose buildings for retail, office, restaurant, or service uses. Typically situated in an out lot of a larger classification building form, or on a smaller, more remote site location within the district.

Building Height

Minimum 1 story, 14-foot height, Maximum 2 stories, 28-foot height (Site type B), Max: 3 stories, 38 foot height (Site type C)

Building Placement

Front Yard: 10-foot required build-to line ² 75% of the building façade must meet the required build-to line, while up to 25% of the façade can be setback to allow for architectural consideration	Side Yard: No minimum side setback If provided, minimum 5 feet	Rear Yard: Minimum 10-foot rear setback
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Lot

Impervious Surface: Maximum 80% Access and circulation: Driveways may access the site from any side, pedestrian pathways must be provided from the right-of-way.	Parking location: Parking shall be located in a side or rear yard; when located in a side yard and abutting the required build-to line adjacent to the right-of-way, parking shall be screened with a minimum 30-inch masonry wall on the required build-to line, or within 5 feet of the required build-to line, provided that a landscape treatment is added between the wall and the required build-to line.
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¹ The Planning Commission may adjust the required build-to line to a maximum of 30 feet beyond the property line for projects incorporating a permanent space for an outdoor café, public space, or a cross access drive with an adjacent parcel. Outdoor cafés or public spaces must be developed as part of the primary building and must incorporate a permanent wall or landscaping area along the required build-to line.

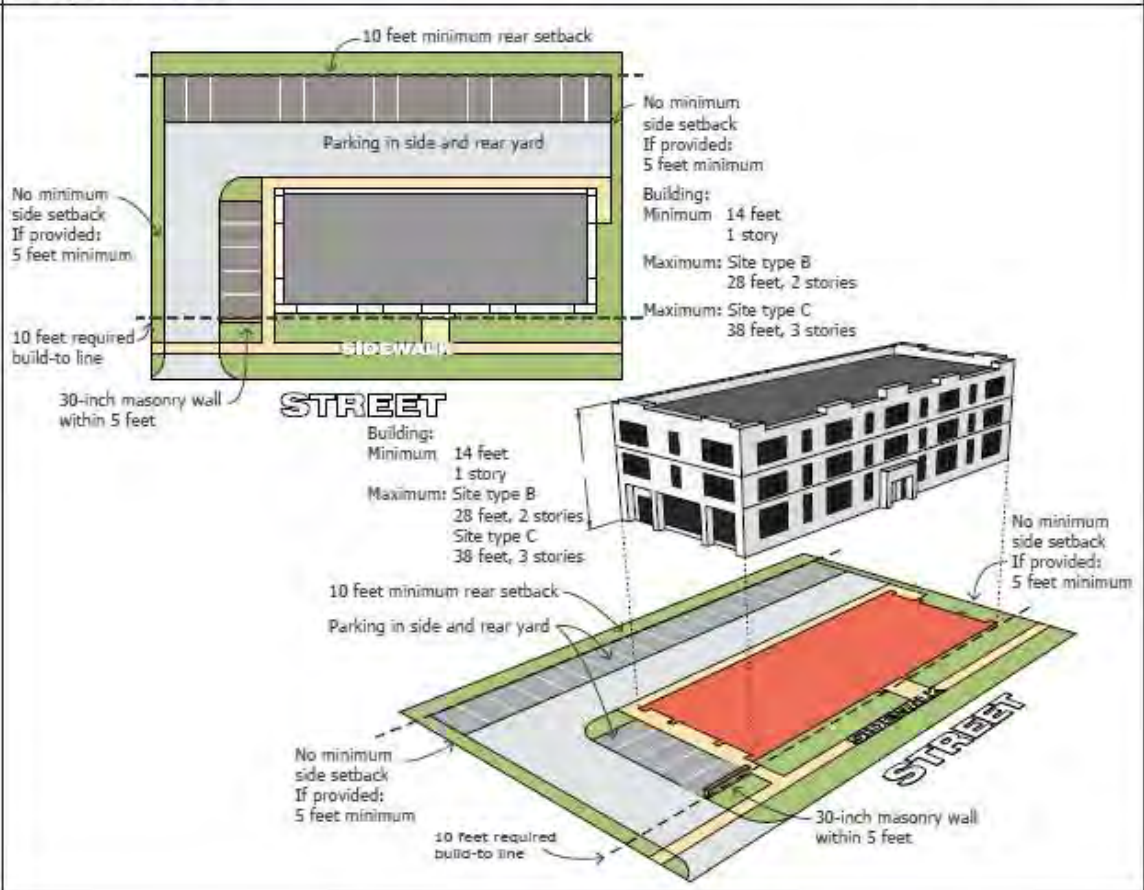


Table 1142a-4 Building Form C		
Building Form C: Single or multiple-tenant buildings for retail, restaurant, office, service, or residential uses. This category also includes multiple-tenant development, although it requires a second story to encourage a mix of use.		
Building Height		
Minimum 1 story, 14-foot height, Maximum 3 stories, 38-foot height, Ground floor 14-foot minimum height		
Building Placement		
Front Yard: Maximum 60-foot required build-to line.	Side Yard: No minimum side setback If provided, minimum 5 feet	Rear Yard: Minimum 30-foot rear setback
Lot		
Impervious Surface: Maximum 80%	Parking location: Parking may be located in any yard; when located in a front or side yard adjacent to the primary building and abutting the right-of-way, parking shall be screened with a minimum 30-inch masonry wall on the required build-to line, or within 5 feet of the required build-to line, provided that a landscape treatment is added between the wall and the required build-to line; if parking is provided in the front yard only 1 row is permitted	

D. Authorized Use Groups.

1. Authorized uses are categorized by use groups as set forth in Table 1142.D. Use groups generally contain similar types of uses in terms of function, character, and intensity.
2. Use groups are designated in locations within each district based on the regulating plan. Use groups are classified in the following manner:
 - a. Permitted Use Groups. These use groups are permitted as of right in the locations specified.
 - b. Special Use Groups. These use groups are permitted after review and approval by the Planning Commission, in accordance with the procedures set forth in Section 2119 and the standards in this Ordinance.
 - c. Prohibited Use Groups. These use groups not indicated as permitted are prohibited in the locations specified.

- d. Uses permitted in all locations within the District. Public parks and essential public services are permitted by right in all locations.
- e. Similar Uses. If a use is not listed but is similar to other uses within a use group, the Zoning Administrator may make the interpretation that the use is similar to other uses within a use group.

The Zoning Administrator may also make the determination whether the use is permitted as of right, permitted in upper stories only, or permitted as a special use. The Zoning Administrator may obtain a recommendation from the Planning Commission as to whether or not the proposed use is similar to a use permitted as of right, permitted in upper stories only, or permitted as a special use.

**Table 1142.D
Use Groups by Category**

Use Group 1 Residential Uses:
One-Family detached and attached dwellings, subject to regulations in Section 1801
Two-Family dwellings
Use Group 2 Misc. Residential / Related Uses:
Multiple-Family dwellings
Live/Work units
Child care centers, subject to regulations in Section 1861
Bed and Breakfast, subject to regulations in Section 1808

Use Group 3
Office / Institutional:
Civic Buildings
General office
Professional and medical office
Primary/secondary schools (private)
Publicly owned/operated office and service facilities
Veterinary clinics or veterinary hospitals, subject to regulations in Section 1820 and Section 1821, respectively
Use Group 4
Retail, Entertainment, and Service Uses:
Financial institutions
General retail
Food use without a drive-through
Personal services
Business services
Use Group 5
Misc. Uses:
Commercial kennels / pet day care
Medical Clinics and Hospitals
Technology centers / office research / data center
Funeral homes
Senior assisted/independent living
Group day care homes, subject to regulations in Section 1861
Lodging
Places of Worship
Fitness, gymnastics, and exercise centers
Theatres and places of assembly
Indoor commercial recreation establishments
Use Group 6
Automotive Uses:
Automobile car wash, subject to conditions in Section 1833
Gasoline service station, subject to conditions in Section 1829

E. Ecorse Road Form Based Code District Regulating Plan



F. Ecorse Road Form Based Code District Regulating Plan Table

Site Type	Building Form		Use Group	
Site Type: A	Permitted Building Form	A1, A2	Permitted Use Group	1, 2, 3, 4
			Special Use Group	—
Site Type: B	Permitted Building Form	A1, A2, B	Permitted Use Group	2, 3, 4
			Special Use Group	6
Site Type: C	Permitted Building Form	B, C	Permitted Use Group	2, 3, 4
			Special Use Group	5, 6

G. Design Standards. In addition to standards set forth in this Ordinance, all proposed development shall comply with the standards set forth herein.

1. **Pedestrian/Non-Motorized Access**
 - a. **Intent.** To ensure that site layout and building design provides safe and convenient pedestrian and bicycle access both to and within a site and between adjacent sites.
 - b. **Standards**
 - i. A pedestrian connection shall provide a clear connection between the primary street upon which the building fronts and the building. Connection may include pavement striping.
 - ii. Pedestrian access shall be clearly identified from parking areas and all entrances to a building.

- iii. Where appropriate, sidewalks fronting the public right-of-way should be designed to accommodate space for activities such as outdoor dining.
- iv. All sites shall provide a bike rack for at least two (2) bicycles within fifty (50) feet of the building entrance.

2. **Building Placement and Orientation**

- a. **Intent.** To require building placement that provides a strong visual and functional relationship with its site, adjacent sites, and the primary street upon which the site is located. Ensure consistency within sites and to adjacent sites to provide distinct building groups which exhibit similar orientation, scale, and proportion.
- b. **Standards**
 - i. Setbacks and building orientation shall reinforce a consistent pattern of siting.
 - ii. Primary building entrances shall be located so that they are easily identifiable with convenient public access.
 - iii. Buildings should enhance street corners through the use of prominent architectural or site features.

3. **Parking Placement, Orientation, and Screening**

- a. **Intent.** To provide a circulation system that efficiently moves vehicles in a well-defined manner, while reducing the visual impact of parking areas and mitigating conflict between pedestrians, bicycles, and automobiles.
- b. **Standards**
 - i. **Required Parking.** Off-street parking shall be provided for a principal use erected, altered, or expanded after the effective date of this Ordinance in accordance with the standards set forth in Sec. 2104.
 - a. The Form Based districts are intended to encourage pedestrian and friendly design and compact mixed-use developments. Applicants are encouraged to consider the provisions for shared parking and flexibility in application set forth in Sec. 2104.
 - b. The placement and design of parking areas and structures shall foster safe pedestrian access and circulation and clearly identifiable public access and visitor parking. Pedestrian access shall be provided between all parking areas and public building entrances. .
 - ii. **Location**
 - a. When parking is located in a side yard (behind the front building line) but fronts on the required building line, no more than twenty-five (25) percent of the total site's linear feet along the required building line or sixty (60) feet, whichever is less, shall be occupied by parking.
 - b. For a corner lot, no more than twenty-five (25) percent of the site's cumulative linear feet along the required building lines or sixty (60) feet, whichever is less, shall be occupied by parking. The building shall be located in the corner of the lot adjacent to the intersection.

- c. Where off-street parking is visible from a street, it should be screened in accordance with the standards set forth in 2108.

4. **Architectural Design and Building Materials**

- a. **Intent.** To create a character for the form-based district that encourage the greatest amount of visual interest, architectural consistency, and high-quality material use. The standards are not intended to limit imagination, innovation, or variety.

- b. **Architectural Design Standards**

- i. **Building Massing and Scale**

- a. Rooflines and pitches shall be proportionate to nearby structures so as to provide transition or mitigation of significant changes to scale. Variety in massing can occur though step-backs as a building ascends upward
 - b. Buildings shall maintain a consistent street wall with the longest edge of the buildings oriented parallel to the roadway, where possible.
 - c. Buildings within the same development shall be designed to provide a unified and easily identifiable image. Methods to achieve this include using similar architectural styles and materials, complementary roof forms, signs, and colors.

- ii. **Façade Variation.**

- a. Façade articulation or architectural design variations for building walls facing the street are required to ensure that the building is not monotonous in appearance, using the following architectural techniques: Building wall offsets (projections and recesses); cornices, varying building materials or pilasters used to break up the mass of a single building; staggering of vertical walls; recessing of openings; providing upper-level roof overhangs; contrasting compatible building materials; use of variety and rhythm of window and door openings; use of horizontal and vertical architectural elements, use of horizontal bands of compatible colors; and providing changes in roof shape or roof-line.
 - b. Materials shall be selected for suitability to the type of buildings and the architectural design in which they are used.
 - c. Material selection shall be consistent with architectural style in terms of color, shades, and texture, however monotony shall be avoided.

5. **Transparency**

- a. **Intent.** The first floors of all buildings shall be designed to encourage and complement pedestrian-scale activity and crime prevention techniques. It is intended that this be accomplished principally by the use of windows and doors arranged so that active uses within the building are visible from or accessible to the street, and parking areas are visible to occupants of the building.

- b. **Transparency Standards.** These standards apply only to buildings with non-residential uses on the ground floor:

- 1. Façade transparency shall be defined as the use of glass or transparent material that provides from the building exterior a view into the building of interior habitation and human scale.

Signs covering windows, and the use of tinted, reflective or opaque glass do not meet the definition of façade transparency.

2. The first floors of all buildings shall be designed to encourage and complement pedestrian-scale activity and crime prevention techniques. It is intended that this be accomplished principally by the use of windows and doors arranged so that active uses within the building are visible from or accessible to the street, and parking areas are visible to occupants of the building. The first floor of any front façade facing a right-of-way shall be no less than fifty (50) percent windows and doors, and the minimum transparency for facades facing a parking area shall be no less than thirty (30) percent of the façade.
3. First-floor transparency is measured between two and eight feet above the first-floor elevation.
4. Nothing shall be placed on or inside window to reduce transparency less than the 50% requirement.
5. For multiple tenant buildings, the minimum transparency requirement must be met by each suite or tenant.

6. Landscaping

- a. **Intent.** To incorporate appropriate landscaping to enhance visual appearance, provide transitions between properties, and screen unsightly areas
- b. **Landscaping Standards.**
 1. In addition to the standards set forth in Sec. 2108, the following standards shall be met.
 2. Landscaping shall conform and incorporate existing landscape and topographic features.
 3. Landscaping within courtyards, patios, and pedestrian realm may include hardscape and softscape materials.
 4. Landscaping shall maintain adequate sight lines for visual safety, visibility and efficient security.
 5. Landscaped areas, including landscaped parking islands and medians, shall be separated from vehicular and pedestrian encroachment by curbs and raised planting areas.

8. Loading and Storage Areas

- a. **Intent.** To ensure that loading, storage, and other building utility features are designed to be a part of the overall building as so to reduce the visual impact
- b. **Standards**
 1. **Utilities and Mechanical Screening**
 - a. Utility structures located between the building and the public right-of-way shall be screened as set forth in Article XXI. Screening may include walls, fencing, or landscaping that is consistent with the character and materials of the development.
 - b. Trash enclosures shall be placed adjacent to the rear wall of corresponding buildings or shall be located away from portions of the site which are highly visible from public roadways or private properties with dissimilar improvements. Trash

enclosures shall be screened as set forth in Article XXI with walls, fencing or landscaping that are consistent with the character and materials of the development.

2. Loading

- a. Service areas shall be designated by markings and/or signage to delineate them from pedestrian access and limit conflicts between service/delivery vehicles and patrons (e.g. pedestrians, bicyclists and transit users).
- b. Loading and service areas shall be located on the sides or rears of the buildings.
- c. Loading and service areas shall be screened from the public right-of-way with the use of fencing, landscaping, or walls.

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.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2019-487 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on June 18, 2019. The second reading is scheduled to be heard on July 16, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

BORDER-TO-BORDER TRAIL

BRIDGE ROAD TO SNOW ROAD, GROVE ROAD TRAIL SEGMENT

AGREEMENT

This Agreement ("Agreement"), is entered into as of the 19th day of June, 2019, and memorializes and confirms certain verbal commitments and understandings previously made by the Charter Township of Ypsilanti, a public body corporate, with offices at 7200 Huron River Drive, Ypsilanti, Michigan 48197 ("TOWNSHIP") and the Washtenaw County Parks and Recreation Commission, a public entity, with offices at 2230 Platt Road, Ann Arbor, Michigan 48104 (the "WCPARC").

1.0 ACKNOWLEDGMENTS

1.1 The parties desire to cooperate in the planning, funding, design, construction and development of the Border-to-Border/Iron Belle Trail Segment, a non-motorized trail ("Trail") segments that are approximately 0.5 miles in length running generally adjacent to the south side of Grove Road, between Bridge Road and Snow Road in the Ypsilanti Township (the "Project").

1.2 The WCPARC and the TOWNSHIP may apply for additional funding, such as Iron Belle Trail grants from the Michigan Department of Natural Resources for the Project.

1.3 The Project is to be located within the Grove Road right of ways and land owned by the TOWNSHIP.

1.4 TOWNSHIP shall be the OWNER of the trail upon final acceptance of construction

1.5 TOWNSHIP shall operate, maintain, and repair the Project in accordance with non-motorized trail maintenance standards applied throughout the TOWNSHIP.

NOW, THEREFORE, in exchange for their mutual promises as set forth herein the parties agree as follows:

2.0 FUNDING AND RESPONSIBILITIES OF THE PARTIES

2.1 Project Costs and Funding

2.1.1 The TOWNSHIP shall be responsible for all design project costs for this trail segment, estimated at \$42,000. The TOWNSHIP shall also be responsible for the design cost the trail segments, from North Hydro Park to Grove and along the north side of Grove Road, from Snow Road to Rawsonville Road, the design work is estimated at \$50,000, the Construct of this trail segment will be funded by WCPARC, and is planned for 2020. The cost for construction phase and construction engineering will be fully the responsibility of the WCPARC, less any funds the WCPARC secures from any other private or public funding sources.

2.1.2 Design Phase: TOWNSHIP will entered into a Contract with OHM (Township Engineer) for engineering services consisting of design/preliminary engineering, securing the required permits, and performing the project administration of the Project up to the construction phase. CITY may terminate the design phase of the Project at any time and provide written notice to WCPARC.

2.1.3 Construction Phase: TOWNSHIP will award the construction contract to the approved lowest bid that is a contractor, WCPARC shall be responsible construction engineering and may hire a consultant to serve as the Project Engineer and perform all construction engineering services. These services shall include without limitation inspection; office technician; construction surveying; materials testing and inspection; and generating contractor pay estimates; and providing other construction contract documentation in accordance with MDOT guidelines, standard practices and procedures.

2.1.5 During the construction phase the Project Engineer shall consult with WCPARC and TOWNSHIP regarding any items which may result in an increase to the estimated construction cost. WCPARC will be responsible for any and all actual and necessary construction and Project costs to complete the scope of the Project which WCPARC approved during the design phase. WCPARC shall also pay any additional construction costs incurred due to unforeseen field conditions or payment of field measured unit priced contract items.

2.2 WCPARC Responsibilities

2.2.1 In cooperation with TOWNSHIP, WCPARC will oversee the Project in accordance with MDOT standards and requirements. TOWNSHIP will enter into the necessary contract(s) with the Contractor relating to the Project; coordinate the preparation of construction documents with the TOWNSHIP; secure the required easements or right-of-way for the Project; execute the necessary construction contract(s) for the Project; and WCPARC will administer the Project during construction in accordance with WCPARC's and MDOT's guidelines and standard practices and procedures.

2.3 TOWNSHIP Responsibilities

2.3.1 Project Payments to TOWNSHIP: WCPARC shall promptly make payment upon receipt of invoices issued by TOWNSHIP for construction of the project as described herein.

2.3.2 TOWNSHIP shall be the OWNER of the trail upon final acceptance of construction

2.3.3 TOWNSHIP shall operate, maintain, and repair the Project in accordance with non-motorized trail maintenance standards applied throughout the TOWNSHIP.

AGREEMENT SUMMARY

TRAIL CONSTRUCTION (WCPARC B2B MILLAGE FUNDS)	\$145,000
TRAIL CONSTRUCTION (2017 CONNECTING COMMUNITY FUNDS)	\$125,000
TRAIL CONSTRUCTION (MDNR GRANT)	\$135,000
<u>TRAIL DESIGN (TOWNSHIP)</u>	<u>\$ 92,000</u>
PROJECT TOTAL	\$497,000

IN WITNESS WHEREOF, the parties have set their hands to this Agreement the day and year here written.

WASHTENAW COUNTY PARKS AND RECREATION COMMISSION

Dated: _____, 2019

By: Coy Vaughn
Its: Director

THE CHARTER TOWNSHIP OF YPSILANTI

Dated: June 19, 2019

Brenda L Stumbo
By: Brenda Stumbo
Its: Township Supervisor

Dated: June 19, 2019

Karen Lovejoy Roe
By: Karen Lovejoy Roe
Its: Clerk

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2019-28

A RESOLUTION OF SUPPORT FOR THE IRON BELLE TRAIL IN THE CHARTER TOWNSHIP OF YPSILANTI

WHEREAS, the Charter Township of Ypsilanti recognizes the importance of providing a range of outdoor recreational opportunities to meet the needs of residents; and,

WHEREAS, the Charter Township of Ypsilanti desires to advance the quality of local recreational opportunities by providing facilities that are universally accessible to residents and guests; and,

WHEREAS, the State of Michigan Department of Natural Resources is promoting the Iron Belle Trail which comprises of a hiking route and bicycling route extending from the far western tip of the Upper Peninsula to Belle Isle in Detroit.

WHEREAS, the State of Michigan Department of Natural Resources has designated a portion of the hiking trail route to be in the Charter Township of Ypsilanti; and,

WHEREAS, an engineering firm, PEA, Inc, has evaluated several alternate routes for the Iron Belle Trail to run through the Charter Township of Ypsilanti in an alignment study with the purpose of connecting the Washtenaw County portion of the route with the Lower Huron Metropark in Wayne County; and,

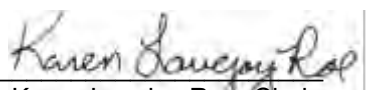
WHEREAS, the Charter Township of Ypsilanti has held an informational meeting regarding the alignment study at Ypsilanti Township Hall on April 11, 2019 and received feedback from residents regarding the potential routes of the trail; and,

THEREFORE, be it resolved that the Charter Township of Ypsilanti supports to further advance the Iron Belle Trail planning and design efforts within the Township; and,

THEREFORE, be it further resolved that the Charter Township of Ypsilanti endorses the route in the eastern half of the Township which extends south from the intersection of Bridge Road and Grove Road to North Hydro Park, then thru North Hydro Park and back north to Grove Road, then extending east along Grove Road, to the intersection of Grove Road and Rawsonville Roads in Washtenaw County; and, **THEREFORE**, be it further resolved that the Charter Township of Ypsilanti recognizes that as the trail planning and design efforts continue, it may be necessary to make modifications to the route of the trail; and,

THEREFORE, be it further resolved that any deviations from the above described route will brought back before the Charter Township of Ypsilanti Board of Trustees for further review and consideration.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-28 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 18, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti



June 7, 2019

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

RE: Grove Road Pathway Extension – Bridge Road to Snow Road
Proposal for Construction Services

Dear Ms. Stumbo:

OHM Advisors is pleased to submit this proposal for construction services for the Grove Road Pathway Extension project in the Charter Township of Ypsilanti. This project includes new pathway across the Rawsonville School property (Connecting Communities funded), additional rehabilitation of the Rawsonville Elementary School entrance, and rehabilitation of the existing path in front of the Rivergrove Subdivision (potential funding pending).

PROJECT UNDERSTANDING

This project was originally bid in September of 2018; however, it was decided to rebid this again in 2019 due to various factors. We understand a portion of this pathway is included in the Washtenaw County Parks and Recreation Commission's (WCPARC) "Connecting Communities" pathway/sidewalk initiative and that the Township is currently working with the County to receive additional funds for this project. The design and construction of this pathway is being performed in partnership with WCPARC, the Charter Township of Ypsilanti, and the Van Buren School system.

OHM Advisors has coordinated with the Van Buren School system, which included two (2) meetings held on July 11, 2018 and March 20, 2019, resulting in the proposed removal and replacement of their main drive, at their own expense. OHM, as part of this scope, will continue coordination with the School system and conduct a third meeting to finalize the agreement and temporary easement.

OHM Advisors has also been coordinating with DTE on our previous design due to the addition of a new vault located on the southwest corner of Grove Road and Snow Road. This coordination has been necessary to ensure the new pathway design avoids conflicts with both the existing and proposed vaults. Coordination has also been critical to aid DTE's awareness of the proposed pathway location. Plan revisions, as well as coordination, have occurred over the past several months to ensure there is no conflict with the updated bid package or potential conflict with construction of the proposed DTE vault.

OHM Advisors has also been collaborating with the Township throughout the application process for the WCPARC's Connecting Communities Grant and the Border-to-Border (B2B) Grant.

For the project, construction services will be a collaborative effort in conjunction with WCPARC and G2 Consulting Group (G2). OHM Advisors will be responsible for the construction services, including construction engineering, staking and layout, and coordination with WCPARC who will be inspecting and providing limited contract administration. OHM will coordinate with our subconsultant, G2, whom will be responsible for the material and compaction testing, as well as mix design review.



SCOPE

Task 1 – Re-Bid Project and Coordination with WCPARC, DTE, and Van Buren Schools

In order to re-bid the project, OHM Advisors prepared a revised contract book and a revised set of plans for the bidding process. In good faith, OHM has coordinated with Van Buren Schools as well as DTE to modify the design. In addition, OHM also secured new permits with the Washtenaw County Road Commission (WCRC). OHM provided bidding services along with a recommendation of award and moved forward to scheduling meetings with Rawsonville School representatives.

Task 2 – Construction Layout

OHM Advisors will provide construction survey layout services for the placement of the new pathway. This will include initial placement of the stakes per phase and, if removed by the contractor, one (1) additional staking per phase. Note that this project is phased so we anticipate several site visits to stake each phase.

Task 3 – Construction Engineering and Coordination with WCPARC

OHM Advisors will provide construction engineering services for this project. Construction engineering services will include but are not limited to:

- Assistance with and attendance at one (1) pre-construction meeting.
- Advising the Township or its designated representative during construction.
- Reviewing shop drawings and material certification provided by the contractor.
- Answering Requests for Information (RFIs) from the contractor.
- Resolving construction conflicts (i.e. mismarked utilities, interpretation of the contract documents, etc.).
- As needed construction administration assistance limited to WCPARC requests for change orders and estimates.
- Coordination with Van Buren Schools.
- Bi-weekly progress meetings after construction commences.
- All onsite project inspection will be provided by WCPARC and has not been included in this scope of services.

Task 4 – Materials Testing

G2 Consulting Group will provide testing as required. Material testing services include but are not limited to:

- Proof-rolling observation for applicable subbases.
- Density testing for subbases and asphalt pavement.
- Concrete testing.

FEE

OHM Advisors proposes to provide the above outlined professional construction services on an Hourly – Not to Exceed basis, in accordance with our 2019 Rate Schedule. Invoices will be sent monthly as work is performed.

Design & Rebidding	Task 1 - Re-Bid Project Prep	\$ 8,950.00
CE Services	Task 2 - Construction Layout	\$ 6,500.00
	Task 3 - Construction Engineering	\$ 9,300.00
	Task 4 - G2 Services (Materials Testing)	\$ 8,800.00
TOTAL		\$33,550.00 (Hourly - Not to Exceed)

Note that the layout, construction engineering, and materials testing represents approximately 6% of the estimated construction costs. The WCPARC will perform observation and construction administration, which is typically 6 – 8%.



Overall, construction engineering services, staking, materials testing, and construction observation is approximately 15% of the overall project construction cost.

DELIVERABLES

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

ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

(Signature)

Brenda Stumbo

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

(Date)

June 19, 2019

(Signature)

Karen Lovejoy Roe

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

June 19, 2019



June 7, 2019

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

RE: Proposal for Grove Road Border-to-Border Pathway
Professional Engineering Design Services
Modified Task 4 per 6-18-19 Board Meeting

Dear Ms. Stumbo:

Thank you for the opportunity to submit this proposal to provide Professional Engineering Design Services for the Grove Road Border-to-Border Pathway. This pathway is part of the Washtenaw County Parks and Recreation Commission's (WCPARC) "Border-to-Border (B2B)" pathway/sidewalk initiative. The design and construction of this pathway is being performed in partnership with the Charter Township of Ypsilanti (Township) and the Washtenaw County Parks and Recreation Commission (WCPARC).

This proposal provides key personnel and project manager contact information as well as project understanding, deliverables, schedule, and fee estimation.

PROJECT UNDERSTANDING

The project consists of connecting the pathways at the border of Ypsilanti Township and Van Buren Township, along with an additional pathway that connects pedestrian traffic from Grove Road to the North Hydro Park. The soon to be constructed pathway along Grove Road has recently been selected to become part of the official Border-to-Border (B2B) route.

For the Grove Road B2B pathway, a concrete sidewalk will be constructed at the end of the existing path at the east corner of Rawsonville Elementary School (to be constructed this summer) and extend north across Grove Road and include new pedestrian push-button controls. The existing sidewalk along the north side of Grove Road, from Margery to Nancy Street, will be removed and replaced to conform to current ADA standards as well as potentially widened where possible. A proposed 6-foot wide concrete pathway will be designed from Margery Street to Rawsonville Road with improvements to the Margery intersection. Other existing sidewalk in the north approaches approximate to Rawsonville will also be removed and replaced dependent on ADA compliance and condition of the pavement.

The North Hydro Park path will be constructed from the existing dead-end path within the Park and will connect to the existing pathway on the south side of Grove Road, between Woodale Avenue and the Rawsonville Elementary School main entrance (being rehabilitated this summer). This portion of pathway will be a 10-foot wide asphalt path and will be accompanied with three proposed design concepts.

All pathway design will comply with the current guidelines for pathway construction including the American Association of State Highway Transportation Officials' (AASHTO) Guide for the Development of Bicycle Facilities

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

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OHM-Advisors.com



(where applicable), applicable sections of the Americans with Disabilities Act (ADA), the National Asphalt Pavement Association (NAPA) Standards, and local Ordinances.

OHM Advisors has previously assisted with neighboring Grove Road pathway projects as well as with various application assistance efforts. We offer the following scope of services for the completion of the design of this project.

SCOPE

Task 1 – Design Survey/ROW Identification

OHM Advisors will begin Design Survey upon authorization to proceed. The focus will be to identify critical areas where obtaining temporary or permanent easements could save construction cost as well as areas that may require additional design efforts. Tasks to be accomplished include:

- **Control:** Establish horizontal and vertical control
- **Right-of-Way:** Obtain property boundary and ROW information and tie to project control.
- **Topographic Survey:** Obtain all necessary existing physical features, such as sidewalk, structure inventory, trees, etc., and elevations to provide information for preparing plans, with a focus on meeting all ADA requirements.

Task 2 – Engineering Drawing Design

The data gathered in Task 1, along with the conceptual sketches provided during the Design Survey process, will allow us to create a set of design drawings and aerial maps. These drawings and maps will be further developed to show the pathway location. Preliminary design, as well as pedestrian signal design at Snow Road and Grove Road, will be completed at this time. For the pathway at North Hydro Park, three (3) conceptual designs will be proposed for the Township's consideration. The conceptual designs will offer the Township varying degrees of park "experience" and service. The three concepts have been discussed with Mr. Doug Winters who has previously authorized OHM to prepare a Request for Proposal (RFP) for the Rivergrove site. The concepts will take into careful consideration of the previously approved Planned Development plan and either try to avoid proposed infrastructure or "re-imagine" the parcel as a future trailhead to the eastern most leg of the B2B system and Hydro Park. A kick-off meeting will be held to confirm the three concepts prior to final design work commencing.

The plans will include any notes and details necessary for specific design elements as well as cross-sections of the path. These documents will serve as the plans for the project and allow bidders to recognize the overall scope of work. Additionally, these plans will also be reviewed with the Township for feedback with a second meeting. If easements are needed, they will be discussed at this time. Any plan revisions discussed at the meeting will be incorporated into the drawings for the final bid package. This design is assuming two (2) contingency easements will need to be obtained. Additional easements can be prepared for \$950 each.

Geotechnical information will also be gathered at this stage and will be performed by G2 Consulting Group (G2). We anticipate that two soil borings will need to be obtained for the North Hydro Park area, and another two soil borings will be needed for the B2B pathway.

Task 3 – Specifications and Final Bid Package Assembly

In order to develop the necessary specifications, OHM will follow the Charter Township of Ypsilanti Engineering Standards and Design Specifications. These specifications will reference contractual items, specifically special instructions to bidders, supplemental specifications, and a method of payment for the contractor to follow. The bid package will require the necessary bonding, prevailing wage information, and insurance requirements as well as a bid form that will allow the Township to assess bids on a same class comparison. After completion of the design, the Township will be provided with two (2) hard copies of the package for review along with an updated final engineer's



opinion of probable cost. Final adjustments to the package will then be made based on Township comments prior to advertising and bidding. OHM will also assist and submit for permits, including an SESC permit and WCRC permit, as part of this task.

Task 4 – Bidding

The final bid package will be provided to the WCPARC to bid per their required method. OHM can participate an onsite pre-bid conference with potential bidders if requested by the Township or WCPARC. OHM will address any questions and/or any Requests for Information (RFI) received by the bidding contractors during the bid phase. OHM will attend a bid opening at upon request with the WCPARC on the date specified in the bid documents. Bids received will be read aloud, tabulated, and reviewed by OHM. A letter of recommendation will then be provided to the WCPARC/Township for their use in awarding the project.

DELIVERABLES

Task	Deliverable
Task 2	Engineering Design Plans and Three Concept Plans
Task 3	Final Bidding Package with Chosen Concept Plan
Task 4	Recommendation of Award Letter

KEY PERSONNEL

This project team has been specifically selected to best meet the technical aspects of the design and facilitate coordination with the Township. G2 Consulting Group will offer geotechnical services. Below is a list of key personnel and their role on this project.

Project Team Members	Role on Project	Specific Duties
Matthew Parks, PE	Project Manager	Management, Utility Coordination, & Public Liaison
Elliot Smith	Lead Design Engineer	Concepts, Design Development, ADA Issues, & QA/QC
Phil Maly	Construction Engineer	QA/QC
Andrew Schripsema, PE, PS	Surveyor	Design Survey (Control, Topography, & Right-of-Way)
G2 Consulting Group	Geotechnical Engineer	Soils Report Development

ASSUMPTIONS/CLARIFICATIONS

- The design will be limited to the pathway and hard surface around the proposed conceptual routes only. This design will not incorporate any improvements to Grove Road, or potential “park enhancements” on the Rivergrove property beyond the pathway, or other work outside limits not previously mentioned.
- Any additional tasks outside of the above scope of services can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors. Additional work will not be conducted prior to Township written authorization.
- No construction phase services are included in the proposal. The Township can inspect and administer this project with their staff or OHM can submit a proposal under separate cover for consideration upon request. In general, small projects like this require approximately 12-15% of the overall construction cost to administer construction services. This can change based on the level of service provided.
- Any meetings in addition to the meetings outlined in the above scope are not included in the scope of services but can be attended upon request. Time spent for these meetings will be charged on an hourly basis.



FEE

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on an hourly not-to-exceed basis, in accordance with our 2019 Rate Schedule. Invoices will be sent monthly as work is performed.

Design Tasks	Design Fee
Task 1	\$13,250.00
Task 2	\$18,250.00
Task 3	\$12,650.00
<u>Task 4</u>	<u>\$3,750.00</u>
Total	\$47,900.00

The total fee is estimated to be \$47,900.00. Additional services can be provided on an hourly basis, as requested.

ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

(Signature)

Brenda L. Stumbo

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

(Date)

June 19, 2019

(Signature)

Karen Lovejoy Roe

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

June 19, 2019



June 7, 2019

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

RE: Civic Center Pond Research
Proposal for Geotechnical Services

Dear Ms. Stumbo:

We are pleased to submit a proposal to provide geotechnical services for the Township's Civic Center pond. We understand that the Township desires to perform maintenance and improvements to the existing pond. After discussions with Township staff, it is understood the Township would like the following modifications to the pond: create a 20-foot wide embankment along the building for lawn mowing, configure fountain(s), add peninsula to access fountain, add valve at the pond's outlet, stabilize pond banks with natural stone, waterproof the building wall adjacent to the pond, provide bentonite seal, and place quality topsoil.

It is our recommendation that geotechnical services be provided prior to designing the pond improvements project. This will ensure that the improvements can be completed and within the Township's budget. OHM Advisors will work in conjunction with G2 Consulting Group (G2) to provide six (6) borings with a depth of 20-feet as well as one (1) additional sample at 12-1/2-feet near the bottom of the pond. These services will be provided using a truck rig to access the borings. G2 will provide a full geotechnical report with recommendations including the suitability of existing soils for use as an impermeable earthen berm and assessment of need for liner if sand layers present deeper within the pond. OHM will help coordinate the borings, review the geotechnical report provided by G2, and provide a recommendation on how to proceed. This fee also includes a meeting to review the findings and discuss next steps.

FEE

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services as a lump sum fee. The total fee is estimated to be \$6,850.00. Additional services can be provided on a time and material basis, as requested.

ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT



_____	(Signature)	<u>Brenda Stumbo</u>
Matthew D. Parks, P.E.	(Name)	Ms. Brenda Stumbo
Principal in Charge	(Title)	Township Supervisor
_____	(Date)	<u>June 19, 2019</u>
_____	(Signature)	<u>Karen Lovejoy Roe</u>
_____	(Name)	Ms. Karen Lovejoy Roe
_____	(Title)	Township Clerk
_____	(Date)	<u>June 19, 2019</u>

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2019-29

Abandoned Tax Delinquent Property

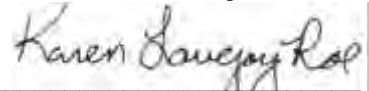
Whereas, the Charter Township of Ypsilanti Board of Trustees has determined that parcels of abandoned tax delinquent property exist; and

Whereas, abandoned tax delinquent property contributes to crime, blight, and decay with Ypsilanti Township; and

Whereas, the certification of tax delinquent abandoned property as certified abandoned property will result in the accelerated forfeiture and foreclosure of certified abandoned property under the general property tax act and return abandoned property to productive use more rapidly, therefore reducing crime, blight, and decay within Ypsilanti Township.

Now Therefore, Be It Resolved, that the Charter Township of Ypsilanti Board of Trustees hereby notifies residents and owners of property within Ypsilanti Township that abandoned tax delinquent property will be identified and inspected; and may be certified abandoned property subject to accelerated forfeiture and foreclosure under the general property tax act.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-29 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 18, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2019-30

Authorizing the Charter Township of Ypsilanti to Exercise its “First Right of Refusal” and to Purchase from Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit Under the Authority of the General Property Tax Act the Real Properties Described Herein Located In Ypsilanti Township, Michigan

WHEREAS, on or about **March 31, 2019** Washtenaw County Treasurer Catherine McClary, Acting in her capacity as the **Foreclosing Governmental Unit** (FGU) under the Authority of the **General Property Tax Act** (GPTA) foreclosed upon certain properties in the Washtenaw County Circuit Court due to delinquent real property taxes.

The **“List of Tax Foreclosed Properties”** for **2019** last revised on **June 4, 2019** (See Exhibit 1) was received by Ypsilanti Township Clerk **Karen Lovejoy Roe** on **June 5, 2019** from Washtenaw County Treasurer McClary which contained *inter alia* the following Ypsilanti Township properties which set forth the amount of unpaid delinquent taxes and are described as follows:

641 Greenlawn

Parcel No.: K-11-11-362-032

Minimum Bid: \$24,974.00

Legal Description:

THAT PART OF LOTS 94 & 95 LYING NLY. OF HWY. RIGHT OF WAY & LOT 96 EASTLAWN SUBDIVISION.

WHEREAS, the Court of Appeals for the State of Michigan in an unanimous decision released for publication on **April 5, 2011** entitled **“City of Bay City vs Bay County Treasurer”** held that under the GPTA that **“. . . the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with Plaintiff’s council.**

Furthermore, because MCL 211.78(m)(1) creates a mandatory legal duty on Defendant's part to sell the property to Plaintiff granting him no discretion to decide not to sale such property, the statute does not empower a county treasurer . . . to make an independent determination as to a municipality's professed 'public' purpose" a

copy of the Court of Appeals decision being attached hereto and incorporated by reference and labeled Exhibit 2; and

WHEREAS, from 2007 through 2018 Ypsilanti Township has seen over 3,000 foreclosures which make up approximately thirty-three (33%) of all foreclosures that have occurred during this time period in Washtenaw County even though the Township's population is only fifteen (15%) of the County's total population; and

WHEREAS, this unprecedented record number of foreclosures in Ypsilanti Township resulted in a significant loss of tax revenue to the Township while also having a direct and negative effect upon the residential property values Township wide; and

WHEREAS, this record number of foreclosures in the Township destabilized a number of residential streets located within the Township's residential subdivisions and greatly contributed to a number of residential neighborhoods becoming predominantly rental properties which further contributed to the destabilization of residential properties; and

WHEREAS, the Charter Township of Ypsilanti in an effort to stabilize the Township's existing residential neighborhoods entered into a partnership with Habitat for Humanity for acquiring and rehabilitating residential properties located in the Township for homeowner occupancy which has resulted in increased neighborhood stabilization and has prevented further deterioration of existing residential subdivisions throughout the Township while also resulting in the increase of property values and the tax base in the Township; and

WHEREAS, Habitat has notified the Township of its desire to acquire additional residential properties in the Township for rehabilitation and resale to homeowners which further promotes the Township Board's stated policy of neighborhood stabilization; and

WHEREAS, the Ypsilanti Township Board of Trustees has determined and hereby finds that the exercise of its **"First Right of Refusal"** to acquire the above listed properties constitutes a **"Public Purpose"** as set forth in the Court of Appeals case entitled **"City of Bay City vs Bay County Treasurer"** since it is imperative that in order for the Township to achieve its stated public purpose of neighborhood stabilization and to prevent further deterioration of residential property values that the Township continues in its ongoing efforts with Habitat for Humanity to increase homeownership by acquiring residential properties in the Township for resale to Habitat who will rehabilitate said properties that in turn will be resold to persons for homeownership as opposed to being utilized as rental/investment properties; and

WHEREAS, the Township has been advised by the Washtenaw County Treasurer's Office that the minimum bid price for the aforementioned listed property totals **\$24,974**;

NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:

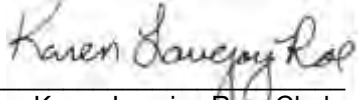
1. That the Township hereby finds and determines that the exercise of its **"First Right of Refusal"** pursuant to the General Property Tax Act as further defined in the Court of Appeals case entitled **"City of Bay City vs Bay County Treasurer"** to purchase the properties hereinabove listed located in the Township of Ypsilanti, Washtenaw County, State of Michigan, constitutes a **"Public Purpose"** since it is imperative that in order for the Township to achieve its stated public

purpose of neighborhood stabilization and to prevent further deterioration of residential property values that the Township continues in its ongoing efforts with Habitat for Humanity to increase homeownership by acquiring residential properties in the Township for resale to Habitat who will rehabilitate said properties that in turn will be resold to persons for homeownership as opposed to being utilized as rental/investment properties.

2. That the Township hereby notifies Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit that the Township desires to purchase the above listed property under the Township's **"First Right of Refusal"** for the minimum bid of **\$24,974**.

3. That the Township authorizes the payment of **\$24,974.00** for the purpose of acquiring the above listed property pursuant to the Township's **"First Right of Refusal"** for the **"Public Purpose"** as defined herein.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-30 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 18, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

This resolution applies to reporting unit(s) # 8104 of the participating municipality listed below.

WHEREAS, The Charter Township of Ypsilanti ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby *Authorized Officials* that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. Township Supervisor

Optional additional job positions:

2. Township Clerk
3. Township Human Resource Representative

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Adopted at a regular/special meeting of the Governing Body on June 18, _____, 2019.

Authorized signatory: *Karen Wallin*

Name: Karen Wallin

Title: Human Resource Representative

2019 Tax Rate Request (This form must be completed and submitted on or before September 30, 2019)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.



County(ies) Where the Local Government Unit Levies Taxes Washtenaw	2019 Taxable Value of ALL Properties in the Unit as of 5-28-19 TV 1,406,630,502 (TV minus Renaissance Zone 1,380,345,226)
Local Government Unit Requesting Millage Levy Charter Township of Ypsilanti	For LOCAL School Districts: 2019 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2019 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2018 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2019 Current Year "Headlee" Millage Reduction Fraction	(7) 2019 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	Gen Op	N/A	1.1160	1.0167	.9899	1.0064	1.0000	1.0064		1.0064	N/A
Voted	Fire Prot	11/8/16	3.1250	3.0962	.9899	3.0649	1.0000	3.0649		3.0649	2020
Voted	Fire Cap	5/8/18	.5000	.5000	.9899	.4949	1.0000	.4949		.4949	2022
Voted	Sld Waste	11/8/16	2.1550	2.1351	.9899	2.1135	1.0000	2.1135		2.1135	2020
Voted	Police	11/8/16	5.9500	5.8952	.9899	5.8356	1.0000	5.8356		5.8356	2020
Voted	Rec/BP	11/8/16	1.0059	.9966	.9899	.9865	1.0000	.9865		.9865	2020
PA345	FPen/HC	N/A						1.3300		1.3300	N/A

Prepared by Javonna Neel	Telephone Number (734) 484-3702	Title of Preparer Accounting Director	Date 6/19/19
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature 	Print Name Karen Lovejoy Roe	Date 6/19/19
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature 	Print Name Brenda L. Stumbo	Date 6/19/19
<input checked="" type="checkbox"/> President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 3 of 2019 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #10**

June 18, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND **Total Increase** \$6,115.00

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	\$803.00
		Net Revenues	<u><u>\$803.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-201-000-708.004	\$746.00
	FICA	101-201-000-715.000	\$57.00
		Net Expenditures	<u><u>\$803.00</u></u>

Request to increase budget for the purchase and installation of a cameras the Cliffs. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$5,312.00
		Net Revenues	<u><u>\$5,312.00</u></u>
Expenditures:	Neighborhood Camera System	101-970-000-972.000	\$5,312.00
		Net Expenditures	<u><u>\$5,312.00</u></u>

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII) **Total Increase** \$489,950.00

Request to increase budget for the Grove Road Path - Border to Border Trail (B2B) Project. This project is part of the Iron Belle Trail planning grant in collaboration with the Washtenaw County Parks and Recreation Commission (WCPARC), the Michigan Department of Natural Resources (MDNR), the Huron Waterloo Pathways Initiative (HWPI), Van Buren Schools, and The Charter Township of Ypsilanti. The total project for 2019 is \$489,950 (Best Asphalt \$408,500 and OHM \$81,450). This will be funded by grant funds of \$393,100, a contribution from Van Buren School of \$40,000 and an appropriation of prior year fund balance of \$56,850.

Revenues:	County Grant - Connecting	212-000-000-540-200	\$393,100.00
	Contribution - Local School	212-000-000-581.500	\$40,000.00
	Prior Year Fund Balance	212-000-000-699.000	\$56,850.00
		Net Revenues	<u><u>\$489,950.00</u></u>
Expenditures:	Capital Outlay - Pathway	212-970-000-997.007	\$489,950.00
		Net Expenditures	<u><u>\$489,950.00</u></u>

Motion to Amend the 2019 Budget (#10)

Move to increase the General Fund budget by \$6,115 to \$10,090,671 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General Fund II budget by \$489,950 to \$2,162,498 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

JULY 2, 2019 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	223,812.40
HAND CHECKS -	\$	493,671.58
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	717,483.98

User: mharris

CHECK NUMBERS 182313 - 182424

DB: Ypsilanti-Twp

Check Date	Check	Vendor Name	Amount
Bank AP AP			
06/13/2019	182313	COMCAST CABLE	106.85
06/13/2019	182314	COMCAST CABLE	134.56
06/13/2019	182315	COMCAST CABLE	106.85
06/13/2019	182316	COMCAST CABLE	234.85
06/13/2019	182317	PNC EQUIPMENT FINANCE, LLC	7,022.07
06/13/2019	182318	VERIZON WIRELESS	408.27
06/13/2019	182319	VERIZON WIRELESS	2,472.33
06/13/2019	182320	WASTE MANAGEMENT	46.28
06/13/2019	182321	WASTE MANAGEMENT	880.67
06/13/2019	182322	WASTE MANAGEMENT	143.56
06/14/2019	182328	ANGELA LYNN BRIDGES	18.00
06/14/2019	182329	ASHLEY LYNN ALLEN	18.00
06/14/2019	182330	AVRIL DOMINICK BRASWELL	18.00
06/14/2019	182331	CHANZES LASONJ BUCK	18.00
06/14/2019	182332	DAVID KELLY	18.00
06/14/2019	182333	DTE ENERGY	11,648.62
06/14/2019	182334	FRANCENE BATTLE JOHNSON	18.00
06/14/2019	182335	JEANNINE WHEELER PRICE	18.00
06/14/2019	182336	JOSEPH MICHAEL WRIGHT	18.00
06/14/2019	182337	KENNETH WILLIAM SCALISE	18.00
06/14/2019	182338	KHALED A NAHLAWI	18.00
06/14/2019	182339	KIP LACHLAN MCCULLOUGH	18.00
06/14/2019	182340	KRISTEN BRAZIER-WHITTICO	18.00
06/14/2019	182341	KRISTI MAWBY	18.00
06/14/2019	182342	LISA MARIE TEETS	18.00
06/14/2019	182343	PAULA LEONARD	18.00
06/14/2019	182344	PRINCESS OLETA PHIFER	18.00
06/14/2019	182345	ROBERT GEORGE SAWITSKI JR	18.00
06/14/2019	182346	ROBERT JOSEPH WINTERHALTER	18.00
06/14/2019	182347	SHEILA MAYES	18.00
06/14/2019	182348	STEPHEN EUGENE DYCZKOWSKI	18.00
06/14/2019	182349	TERESA MARIA SAUCEDO	18.00
06/14/2019	182350	TIMOTHY ANTHONY SLATON	18.00
06/14/2019	182351	VICTORIA NKOLY OKAFOR	18.00
06/18/2019	182352	AMANDA SENTZ	18.00
06/18/2019	182353	AMY VINK	18.00
06/18/2019	182354	BECKY DO	18.00
06/18/2019	182355	BRITTANY RIGGINS	18.00
06/18/2019	182356	CAROL ANN CAMPBELL	18.00
06/18/2019	182357	CAROLYN LUKASIK	18.00
06/18/2019	182358	CHARLES NEWELL	18.00
06/18/2019	182359	CHERYL ANN PRICE	18.00
06/18/2019	182360	CHRISTINA CHERRY	18.00
06/18/2019	182361	CHRISTOPHER BROWN	18.00
06/18/2019	182362	ELIZABETH BROWN	18.00
06/18/2019	182363	ELLEN COPELAND	18.00
06/18/2019	182364	ETHEL MCDONALD	18.00
06/18/2019	182365	FRANCIS NZAU	18.00
06/18/2019	182366	KERTINA KIMBROUGH	18.00
06/18/2019	182367	KEVIN WYNN	18.00
06/18/2019	182368	LEONARD CADDELL JR	18.00
06/18/2019	182369	MARGARET PATTERSON	18.00
06/18/2019	182370	MARLENA RAY	18.00
06/18/2019	182371	NAQUEIA JAMES	18.00
06/18/2019	182372	PETER KEELER	18.00
06/18/2019	182373	ROBIN MCCRARY	18.00
06/18/2019	182374	SAMANMALIE DASANAYAKA	18.00
06/18/2019	182375	SAMANTHA JO GRAEFF	18.00
06/18/2019	182376	SANDRA ANN ROGALA	18.00
06/18/2019	182377	SARAH CAVANAUGH	18.00
06/18/2019	182378	SUSAN DZIENGOWSKI	18.00
06/18/2019	182379	TAMMY GASK	18.00
06/18/2019	182380	VICKIE LYNN ELSNER	18.00
06/18/2019	182388	RHETT REYES	567.00
06/18/2019	182389	WASHTENAW COUNTY LEGAL NEWS	35.00
06/18/2019	182390	XTREME PLAY N' GO, LLC	334.38
06/18/2019	182391	YPSILANTI ACE HARDWARE	157.98
06/18/2019	182392	YSHELU JOHNSON	161.25
06/18/2019	182393	ZOLL MEDICAL CORPORATION	1,114.24
06/24/2019	182404	BLUE CROSS BLUE SHIELD OF MI	187,527.02
06/24/2019	182405	BLUE CROSS BLUE SHIELD OF MI	34,769.80
06/24/2019	182406	CLEAR RATE COMMUNICATIONS, INC	844.48
06/24/2019	182407	COMCAST CABLE	126.38
06/24/2019	182408	COMCAST CABLE	146.85
06/24/2019	182409	COMCAST CABLE	141.85
06/24/2019	182410	COMCAST CABLE	106.85
06/24/2019	182411	DEARBORN NATIONAL LIFE INSURANCE	5,315.84
06/24/2019	182412	DELTA DENTAL PLAN OF MICHIGAN	13,716.67

Check Date	Check	Vendor Name	Amount
06/24/2019	182413	VISION SERVICE PLAN	3,271.15
06/24/2019	182414	WASHTENAW COUNTY TREASURER#	24,974.00
06/24/2019	182415	WASHTENAW COUNTY TREASURER#	50.00
06/24/2019	182416	WASTE MANAGEMENT	5,452.42
06/24/2019	182417	WASTE MANAGEMENT	1,713.58
06/24/2019	182418	WASTE MANAGEMENT	192.20
06/24/2019	182419	WASTE MANAGEMENT	46,805.02
06/24/2019	182420	WASTE MANAGEMENT	107,095.92
06/24/2019	182421	WASTE MANAGEMENT	1,656.84
06/24/2019	182422	WASTE MANAGEMENT	31,401.44
06/24/2019	182423	WEX BANK	1,437.91
06/24/2019	182424	WINDSTREAM	414.60

AP TOTALS:

Total of 90 Checks:	493,671.58
Less 0 Void Checks:	0.00
Total of 90 Disbursements:	493,671.58

User: mharris

CHECK NUMBERS 182425 - 182553

DB: Ypsilanti-Twp

Check Date	Check	Vendor Name	Amount
Bank AP AP			
07/02/2019	182425	14-B DISTRICT COURT	360.00
07/02/2019	182426	A & R TOTAL CONSTRUCTION, INC.	1,185.00
07/02/2019	182427	AARON SIEGFRIED	172.50
07/02/2019	182428	AJ'S MAINTENANCE & SERVICES	6,555.00
07/02/2019	182429	AKT PEERLESS ENVIRONMENT SERV.	715.00
07/02/2019	182430	ALLEN EDWIN HOMES	3,000.00
07/02/2019	182431	ALLGRAPHICS CORPORATION	2,553.24
07/02/2019	182432	ALLIE BROTHERS, INC.	420.00
07/02/2019	182433	AMAZON CAPITAL SERVICES	6,399.73
07/02/2019	182434	ANN ARBOR CLEANING SUPPLY	794.41
07/02/2019	182435	ANN ARBOR WELDING SUPPLY CO	271.56
07/02/2019	182436	ANR PIPELINE	1,544.50
07/02/2019	182437	ANTHONY PYROZHENKO	46.00
07/02/2019	182438	ANTHONY SCOTT	15.00
07/02/2019	182439	APOLLO FIRE EQUIPMENT CO.	441.32
07/02/2019	182440	AUTO VALUE YPSILANTI	45.57
07/02/2019	182441	AUTOMATED BUSINESS MACHINES	265.15
07/02/2019	182442	BENJAMIN DEMOND	122.00
07/02/2019	182443	BRANDON VAUGHN	60.00
07/02/2019	182444	BSN SPORTS	442.80
07/02/2019	182445	BUCK'S OIL CO.	75.00
07/02/2019	182446	CARLIETTA TURNER	100.00
07/02/2019	182447	CARLISLE/WORTMAN ASSOCIATES	8,372.50
07/02/2019	182448	CARMEN FOWLER	30.00
07/02/2019	182449	CARSON FOWLER	82.00
07/02/2019	182450	CASSANDRA KELLY	45.00
07/02/2019	182451	CHARLENE FORD	100.00
07/02/2019	182452	CHARLES POPE	25.00
07/02/2019	182453	CHARTER TOWNSHIP OF	1,000.00
07/02/2019	182454	CHARTER TOWNSHIP OF SUPERIOR	31.35
07/02/2019	182455	CHELSEA TIDERINGTON	695.25
07/02/2019	182456	CINCINNATI TIME SYSTEMS	755.10
07/02/2019	182457	CITY OF YPSILANTI	47,912.07
07/02/2019	182458	CLARE MILLER	30.00
07/02/2019	182459	COLMAN-WOLF SANITARY SUPPLY CO	411.17
07/02/2019	182460	COMPLETE BATTERY SOURCE	89.93
07/02/2019	182461	CRAWFORD DOOR SALES	3,295.00
07/02/2019	182462	CRYSTAL FLASH, INC.	4,440.18
07/02/2019	182463	DANIELLE MITCHELL	100.00
07/02/2019	182464	DAWID & GATTI, PLLC	1,200.00
07/02/2019	182465	DAWN FARM	12,575.00
07/02/2019	182466	DAYLAN JACKSON	75.00
07/02/2019	182467	DAYONTAY WILLIAMS	24.00
07/02/2019	182468	DIUBLE EQUIPMENT INC.	142.87
07/02/2019	182469	EMERGENT HEALTH PARTNERS	6,447.35
07/02/2019	182470	ERIKA JULIEN	1,350.00
07/02/2019	182471	FASTENAL	242.88
07/02/2019	182472	FEDERAL EXPRESS CORPORATION	68.09
07/02/2019	182473	FIBER LINK	8.75
07/02/2019	182474	FIRE SERVICE MANAGEMENT	743.50
07/02/2019	182475	GARY STAFFORD	92.00
07/02/2019	182476	GENE BUTMAN FORD	1,925.78
07/02/2019	182477	GOODYEAR TIRE & RUBBER COMPANY	2,360.40
07/02/2019	182478	GOOSEWORKS, LLC	1,000.00
07/02/2019	182479	GORDON FOOD SERVICE INC.	565.31
07/02/2019	182480	GRAINGER	614.39
07/02/2019	182481	GRIFFIN PEST SOLUTIONS	93.00
07/02/2019	182482	HOME DEPOT	424.15
07/02/2019	182483	HOWLETT LOCK & DOOR	608.00
07/02/2019	182484	INTERNATIONAL CODE COUNCIL	101.50
07/02/2019	182485	J.F. MOORE & ASSOCIATES, LLC	160.00
07/02/2019	182486	JEFFREY ROSEMAN	33.00
07/02/2019	182487	JERRY HAMILTON	86.61
07/02/2019	182488	JULIE CHAPMAN	64.00
07/02/2019	182489	KIMBERLEE RAGLIN	830.21
07/02/2019	182490	LANSING SANITARY SUPPLY, INC	119.25
07/02/2019	182491	LARDNER ELEVATOR COMPANY	225.00
07/02/2019	182492	LARRY BOGGS	40.02
07/02/2019	182493	LAWRENCE HENDRICKS	60.00
07/02/2019	182494	LOOKING GOOD LAWNS	9,539.00
07/02/2019	182495	LOWE'S	358.06
07/02/2019	182496	LOWER HURON SUPPLY	60.40
07/02/2019	182497	MARIALANA BRANCH	120.00
07/02/2019	182498	MARK HAMILTON	1,750.00
07/02/2019	182499	MAYA EL-AMIN	54.00
07/02/2019	182500	MENARDS, INC.	131.94
07/02/2019	182501	MESSENGER PRINTING	999.25
07/02/2019	182502	MICHIGAN ASSESSORS ASSOC	125.00

Check Date	Check	Vendor Name	Amount
07/02/2019	182503	MICHIGAN LINEN SERVICE, INC.	1,330.00
07/02/2019	182504	MICHIGAN MUNICIPAL LEAGUE	140.40
07/02/2019	182505	MICHIGAN URGENT CARE ANN ARBOR	725.00
07/02/2019	182506	MLIVE MEDIA GROUP	1,807.80
07/02/2019	182507	NAUTICA POINTE ONE, LLC	5,000.00
07/02/2019	182508	NAUTICA POINTE ONE, LLC	7,500.00
07/02/2019	182509	OFFICE EXPRESS	232.25
07/02/2019	182510	ONSITE SUBSTANCE ABUSE TESTING	35.00
07/02/2019	182511	ORCHARD, HILTZ & MCCLIMENT INC	13,459.25
07/02/2019	182512	PARKER ALLEN	203.00
07/02/2019	182513	PARKWAY SERVICES, INC.	405.00
07/02/2019	182514	PLAY ENVIRONMENTS DESIGN	992.00
07/02/2019	182515	PREMIER SAFETY & SERVICE	119.00
07/02/2019	182516	PRIORITY ONE EMERGENCY	103.98
07/02/2019	182517	PRIORITY SYSTEMS	497.91
07/02/2019	182518	PYRAMID CONSTRUCTION, INC.	5,640.00
07/02/2019	182519	RAND ROBINSON	90.00
07/02/2019	182520	RESIDEX, LLC	6,528.80
07/02/2019	182521	RHETT REYES	1,548.00
07/02/2019	182522	ROBERT THOMASON	60.00
07/02/2019	182523	SAM'S CLUB DIRECT	970.83
07/02/2019	182524	SAND SALES COMPANY LLC	1,518.90
07/02/2019	182525	SAS COMMUNITY EDUCATION	1,350.00
07/02/2019	182526	SHERWIN WILLIAMS COMPANY	25.19
07/02/2019	182527	SHRADER TIRE & OIL	585.40
07/02/2019	182528	SOUTHEASTERN EQUIPMENT CO.	2,645.00
07/02/2019	182529	SOUTHERN COMPUTER WAREHOUSE	370.89
07/02/2019	182530	SPARTAN DISTRIBUTORS	10,731.38
07/02/2019	182531	STADIUM TROPHY	849.68
07/02/2019	182532	STANDARD PRINTING	270.00
07/02/2019	182533	STANTEC	322.25
07/02/2019	182534	TAMMIE KEEN	29.52
07/02/2019	182535	TARGET INFORMATION	120.76
07/02/2019	182536	TERMINIX PROCESSING CENTER	56.00
07/02/2019	182537	TERRY CONDIT	120.00
07/02/2019	182538	TODD BARBER	3,700.00
07/02/2019	182539	TREMONISHA EDWARDS	200.00
07/02/2019	182540	UNIFIRST CORPORATION	1,833.83
07/02/2019	182541	UNIVERSITY TRANSLATORS	679.58
07/02/2019	182542	VERIZON CONNECT NWP, INC.	758.00
07/02/2019	182543	VICTORY LANE	84.95
07/02/2019	182544	VIRGIL MINGAS	300.00
07/02/2019	182545	WASHTENAW COUNTY BAR ASSOC.	170.00
07/02/2019	182546	WASHTENAW COUNTY BAR ASSOC.	170.00
07/02/2019	182547	WASHTENAW COUNTY LEGAL NEWS	130.00
07/02/2019	182548	WASHTENAW COUNTY TREASURER#	5,330.25
07/02/2019	182549	WEINGARTZ	84.97
07/02/2019	182550	WOLVERINE FREIGHTLINER	181.47
07/02/2019	182551	YPSILANTI ACE HARDWARE	35.81
07/02/2019	182552	YPSILANTI COMMUNITY	5,039.31
07/02/2019	182553	YSHELU JOHNSON	315.00

AP TOTALS:

Total of 129 Checks:	223,812.40
Less 0 Void Checks:	0.00
Total of 129 Disbursements:	223,812.40

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2019-31

A RESOLUTION TO APPROVE PLANNED DEVELOPMENT (PD) 21 STAGE I PRELIMINARY SITE PLAN FOR THE YANKEE AIR MUSEUM AS RECOMMENDED BY THE CHARTER TOWNSHIP OF YPSILANTI'S PLANNING COMMISSION

WHEREAS, in May of 2015, the Charter Township of Ypsilanti Board of Trustees (Township Board) approved a Planned Development (PD) Stage I Preliminary Site Plan and rezoning of the Yankee Air Museum property located at 1 Liberator Way, Township parcel K-11-12-100-007 as recommended by the Township's Planning Commission (Commission); and

WHEREAS, the initial Preliminary Site Plan was approved with the understanding from both the Applicant and the Township that the plans for the Yankee Air Museum would evolve but that in 2015 there were timing factors that required Stage I be approved in short order to insure the historic Bomber Plant was able to be saved; and

WHEREAS, the original Stage I PD Preliminary Site Plan has expired, the overall vision for the Yankee Air Museum has changed; and

WHEREAS, at its regularly scheduled meeting held **May 28, 2019**, the Township Planning Commission recommended to the Township Board approval of a new PD Preliminary Site Plan which differs from the original 2015 approved plan in a number of ways, including but not necessarily limited to, the following:

- The new Plan proposes a museum, conference center, and two (2) 15,000 square foot aircraft hangars whereas the original Plan only included the museum.
- The proposed square footage is two hundred sixty-six thousand five hundred forty-four (**266,544**) square feet whereas the original Plan called for one hundred fifty-nine thousand (**159,000**) square feet which also differed from the Development Agreement which showed one hundred forty-four thousand (**144,000**) square feet.
- Square footage for the PD Stage 1 approval and Development Agreement did not account for the main office square footage.
- The current proposed Plan provides nine hundred two (**902**) parking spaces whereas the original approved Plan provided five hundred ninety-seven (**597**) spaces. The increase is due to the added new conference center.
- The current PD Stage I submittal includes two (2) fifteen thousand square foot (**15,000**) square foot hangars and maintenance shops, renovations of the ANEX with an upper story conference center, and a new conference center entry on the southeast corner of the building; and

WHEREAS, the **May 28, 2019** Commission's Recommendation to Township Board for approval of the Plan contains certain conditions as follows:

- Executed Development Agreement that includes language that

prohibits coinciding big events at the museum and the conference center. The original Development Agreement expired with the Preliminary Site Plan.

- Applicant will provide turning radius for the east front entrance to the IFC 2012 Appendix D.
- Applicant will submit the following items as part of the Phase II submittal:
 - a. Details of the proposed Jersey barriers;
 - b. Building elevations rendering;
 - c. Signage;
 - d. Dumpster location and screening details.
- Applicant may exceed the maximum foot handle rating of 1.0 along portions of the property line.
- Applicant may exceed the maximum pull height to allow for poles that are fifty **(50)** feet in height.
- All final approvals and permits shall be obtained from the Washtenaw County Road Commission and Washtenaw County Water Resources Commission prior to construction; and

WHEREAS, the underlying zoning of Planned Development (PD) remains in effect as approved by the Township Board in 2015; and

WHEREAS, the Charter Township Board of Trustees enthusiastically supports the efforts of the Yankee Air Museum and believes the new PD Preliminary Site Plan should be approved as recommended by the Township's Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees hereby approves the Planned Development (PD) Stage I Preliminary Site Plan as recommended by the Township's Planning Commission for the Yankee Air Museum, parcel K-11-12-100-007.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk

From: Charlotte Wilson, AICP, Planning and Development Coordinator

Re: **Request Approval of Resolution No. 2019-31, approval of Planned Development (PD-21) Stage 1 Preliminary Site Plan for the Yankee Air Museum as Recommended by the Charter Township of Ypsilanti's Planning Commission for the construction of a 266,544 Square Foot Building including a Museum, conference center and aircraft hangers for a site located at 1 Liberator Way, Parcel K-11-12-100-007 and approval of the Development Agreement for the Yankee Air Museum and Conference Center between Yankee Air Force, INC. and the Charter Township of Ypsilanti**

Copy: McLain & Winters, Township Attorneys

Date: June 20, 2019

Please be advised that on the evening of May 28, 2019, the Planning Commission considered the recommendation to the Township Board of Trustees of the Planned Development (PD) Stage 1 amendment for the construction of a 266,544 square foot building including a museum, a conference center and aircraft hangers for a site located at 1 Liberator Way, parcel K-11-12-100-007. The Planning Commission recorded the following:

A motion was made by Commissioner Tawakkul, supported by Commissioner Krieg to approve the recommendation to the Township Board of Trustees considering the Planned Development (PD) Stage 1 amendment for the construction of a 266,544 square foot building including a museum, a conference center and aircraft hangers for a site located at 1 Liberator Way, parcel K-11-12-100-007. This motion was further made with the following conditions:

- 1. Execute a development agreement that includes language that prohibits coinciding big events at the museum and the conference center.***
- 2. The applicant will provide turning radius for the east front entrance to meet IFC 2012 Appendix D.***
- 3. The applicant will submit the following items as part of the Phase II submittal:***
 - a. Details of the proposed jersey barriers***
 - b. Building elevations rendering***
 - c. Signage***
 - d. Dumpster location and screening details***
- 4. The applicant may exceed the maximum foot candle rating of 1.0 along portions of the property line.***
- 5. The applicant may exceed the maximum pole height to allow for poles that are 50 feet in height.***
- 6. All final approvals and permits shall be obtained from the Washtenaw County Road Commission, Washtenaw County Water Resources Commission prior to construction.***

Mr. Rozema said on the north side of the property the American Center for Mobility installed an 8 foot tall fence. He said they want to request a waiver to have the dumpster enclosed since

CHARTER TOWNSHIP OF YPSILANTI

it will be located at the back of the property. Commissioner Iacoangeli said the dumpster and screening locations will be discussed in the next Phase.

The motion carried as follows:

Peterson: Yes Tawakkul: Yes Sinkule: Yes Krieg: Yes Iacoangeli: Yes

The minutes from the May 28, 2019 Planning Commission with the discussion and findings in this case is attached.

The recommended PD Stage I preliminary site plan has been modified from the previously approved plans to include a two (2) 15,000 sq/ft hangers and maintenance shops, renovation of the Annex with an upper story conference center, and a new conference center entry on the southeast corner of the building. The proposed parking in the recommended PD Stage I preliminary site plan is sufficient for all proposed uses on a regular basis, but not enough to accommodate large events occurring at both the museum and the conference center at the same time.

PD Approval History

The Yankee Air Museum received PD Stage I preliminary site plan and rezoning approval on May 19, 2015, as Planned Development No. 21. The original PD Stage I was approved with the understanding from the both the applicant and the Township that the plans for the Yankee Air Museum would evolve. In 2015, there were timing factors that required the PD Stage I be approved in short order to ensure the historic bomber plant was saved.

Approval of the PD Stage I preliminary site plan is effective for a period of two years. On January 20, 2017, the applicant requested a one year extension. On March 21, 2017, the Township Board of Trustees approved the one year extension request.

On March 2, 2018, the Township Board of Trustees granted administrative approval to extend the one-year extension of the PD Stage I Preliminary Site Plan and Rezoning until December 18, 2018.

The PD Stage I preliminary site plan expired on December 18, 2018 and the overall vision changed for the Yankee Air Museum. Following expiration of the PD stage I approval, the Township could have initiated proceedings to rezoning the property back to the pre-PD zoning district. However, the Township did not initiate proceedings to rezone the property back to the original zoning of I-C, Industrial Commercial. Therefore, while the PD Stage I preliminary site plan expired, the property known as 1 Liberator Way, parcel K-11-12-100-007 still remains zoned as PD-21. The original PD I preliminary site plan have expired, but are still tie-barred to the existing PD-21 through the rezoning and development agreement. The proposed changes, while considered major, do not constitute a rezoning as the proposed PD Stage I preliminary site plan still meets the intent and spirit of the approval in May 2015 and subsequent extensions. Therefore, the applicant is proposing an amended PD Stage I preliminary site plan. The table on the following page compares the uses, square footage and parking in the original and proposed PD Stage I preliminary site plans.

CHARTER TOWNSHIP OF YPSILANTI

	Original PD Stage 1 preliminary site plan	Proposed PD Stage 1 preliminary site plan	Notes
Uses	Museum	Museum, Conference Center, and Aircraft Hangers	The Conference Center use was not included in the PD Stage 1 approval or noted in the Development Agreement
Square Footage	144,000 sq/ft (DA) / 159,000 sq/ft (site plan) + undetermined mezzanine sq/ft	266,544 sq/ft	There is some discrepancy between the Approved PD Stage 1 (159,000 sq/ft on plans) and Development Agreement (144,000 sq/ft). The square footage for the PD Stage 1 approval and Development Agreement does not account for mezzanine office square footage.
Parking	597 spaces	902 spaces	Parking increase is due to added use of Conference Center

This packet includes the following:

1. Planning Commission meeting minutes and recommendation (draft) - May 28, 2019
2. Planning Commission packet - May 28, 2019
3. Resolution - June 12, 2019
4. Development agreement (draft for proposed PD Stage I preliminary site plan) - June 13, 2019
5. Development agreement (original PD Stage I preliminary site plan) - May 19, 2015

I respectfully request that you place this information packet and recommendation for approval on the **July 2, 2019** Board of Trustees meeting agenda for its consideration. Please contact me with questions or concerns.

**STATE OF MICHIGAN
COUNTY OF WASHTENAW
CHARTER TOWNSHIP OF YPSILANTI**

**DEVELOPMENT AGREEMENT
FOR THE YANKEE AIR MUSEUM AND CONFERENCE CENTER**

This **DEVELOPMENT AGREEMENT** ("**Agreement**") is entered into as the Effective Date provided below by YANKEE AIR FORCE INC., a Michigan nonprofit corporation (the "Museum"), whose address is 47884 D St. Belleville, MI 48111-1126, including its successors and assigns, and the **Charter Township of Ypsilanti**, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "**Township**").

RECITALS:

A. The YANKEE AIR FORCE INC and Township have worked diligently in partnership to preserve and reuse this historical site, which has local, regional, and national cultural significance.

B. As part of both the application and approval process, YANKEE AIR FORCE INC has offered and agreed to make the on-site and off-site improvements depicted on the Yankee Air Museum and Conference Center site plan dated April 9, 2019 which the Parties agree are necessary and roughly proportional to the burden imposed in order to (i) ensure that public services and facilities affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (ii) protect the natural environment and conserve natural resources, (iii) ensure compatibility with adjacent uses of land, (iv) promote use of the Property in a socially and economically desirable manner, and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.*

C. For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property, YANKEE AIR FORCE INC and the Township enter into this Development Agreement, effective on the effective date of this Agreement.

D. YANKEE AIR FORCE INC, a Michigan nonprofit corporation and the Township entered into the Yankee Air Museum and Conference Center Development Agreement on the 19th day of May 21, 2015 (the "TYPE OF AGREEMENT"), with respect to certain real property which was based upon the 2015 PD Stage I approval. The 2015 PD Stage I has expired.

E. This Development Agreement based upon an agreement of all parties shall supersede and and replace the Development Agreement entered into as of the 19th day of May, 2015 between CHARTER TOWNSHIP OF YPSILANTI, a municipal corporation organized and existing under the Constitution and laws of the State of Michigan (the "Township") and YANKEE AIR FORCE INC., a Michigan nonprofit corporation.

F. Pursuant to Section 1918 of the Township's Zoning Ordinance, YANKEE AIR FORCE INC and the Township desire to enter into this Agreement to identify the terms and

conditions for the development of the Yankee Air Museum and Conference Center, which constitute the basis for the Township Board's approval of the PD Stage I.

Agreement

NOW, THEREFORE, as an integral part of the grant of the site plan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **IT IS AGREED as follows:**

1. **Name of Project.** The development which is identified on **Exhibit A**, and which is to be developed pursuant to this Agreement shall be referred to as Yankee Air Museum and Conference Center.
2. **Compliance with Applicable Laws.** All development, use, and improvement of the Property shall be subject to and in accordance with all applicable Township Ordinances and state laws, and shall also be subject to and in accordance with all other approvals and permits required under applicable Township Ordinances, County, and State laws for the respective components of the Yankee Air Museum and Conference Center. In the event the Township Ordinances are amended after the date of this Agreement, such amendments shall apply to the property.
3. **Recitals Part of Agreement.** YANKEE AIR FORCE INC and the Township acknowledge and represent that the Recitals are true, accurate and binding on the respective parties and are an integral part of this Amendment.
4. **Compliance with Conditions of Approval.** All development, use and improvement of the Property shall be in conformance with any and all conditions of the approval of the Township Board and Planning Commission pertaining to the Development as reflected in the official minutes of such approvals.
5. **Recording.** This Agreement may be recorded with the Washtenaw County Register of Deeds. If this Agreement is not recorded in its entirety, an Affidavit may be recorded, upon approval by the Township Attorney, containing the legal description of the entire project, specifying the dates of approval and all amendments of the Yankee Air Museum and Conference Center site plan, and declaring that all future development of the Property has been authorized, restricted, and required to be carried out only in accordance with the Yankee Air Museum and Conference Center site plan.
6. **Approval of PD STAGE I.** The Final Site Plan for Yankee Air Museum and Conference Center consists of those plans attached as **Exhibit B** hereto. The PD Stage I for Yankee Air Museum and Conference Center has been approved in accordance with the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, in accordance with Ordinance NO. 2015-444. The Zoning Ordinance of Ypsilanti Township, enacted in 1994 [1999], as amended, and specifically ARTICLE XIX. entitled PD PLANNED DEVELOPMENT REGULATIONS.

7. **Permitted Residential Development.** Yankee Air Museum and Conference Center shall be developed, owned and operated as 266,544 sq.ft, 902 parking space development consisting of both a museum and conference center, in accordance with the approved Site Plan for Yankee Air Museum and Conference Center and this Agreement.
8. **Conditions of PD Stage I Approval for Yankee Air Museum and Conference Center.**
 - a) Yankee Air Museum and Conference Center shall not hold coinciding events at the museum and conference center that would exceed the parking space limit of 902 spaces.
9. **Phasing.** The Property shall be developed in five phases as set forth in the approved PD Stage I plan set.
10. **Plans and Elevations.** The approved plans and elevations for Yankee Air Museum and Conference Center are attached hereto as **Exhibit B**. Any material modifications to the plans and elevations, shall be subject to review and recommendation by the Planning Commission and approval of the Township Board, which approval shall not be unreasonably withheld.
11. **Storm Water Management.** YANKEE AIR FORCE INC shall preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, and other storm drainage facilities which are installed by YANKEE AIR FORCE INC within Yankee Air Museum and Conference Center, whether arising under this Agreement, or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from the date of certification by the Township engineer that he or she has inspected the required improvements and is reasonably satisfied that they are proper and complete. Upon the completion of the storm water and detention facilities within Yankee Air Museum and Conference Center and the approval of such storm drainage and detention facilities by the Washtenaw County Water Resources Commissioner, YANKEE AIR FORCE INC shall be responsible for the maintenance of such storm drainage and detention facilities.

In the event that YANKEE AIR FORCE INC at any time fails to maintain or preserve the detention areas, the inlet and outlet areas, or other storm drainage facilities located within Yankee Air Museum and Conference Center in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner's Office may serve written notice by certified mail upon YANKEE AIR FORCE INC, setting forth the deficiencies in YANKEE AIR FORCE INC maintenance and/or preservation of the detention areas, inlet and outlet areas or other storm drainage facilities in accordance with this Agreement. The written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice are

not cured within the thirty (30) day period, the Township, in order to prevent the detention areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas, or other storm drainage facilities, and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a 10% surcharge for administrative costs, shall be placed on the next Township roll as a special assessment against Yankee Air Museum and Conference Center and collected in the same manner as general property taxes.

12. **Traffic and Pedestrian Circulation.** Yankee Air Museum and Conference Center shall design, situate, construct, maintain, and repair all roads, entranceways, drives, parking lots, safety paths, walkways, and traffic circulation signage within and for the Yankee Air Museum and Conference Center, at its sole expense, in accordance with the approved construction plans prepared by AECOM dated April 9, 2019. YANKEE AIR FORCE INC shall post financial security relating to the completion of construction of all such roads, drives, and parking lots within and for the Yankee Air Museum and Conference Center in accordance with and as set forth in this Agreement. YANKEE AIR FORCE INC shall use its best efforts and diligently pursue necessary easements over adjoining properties in order to provide access to the Development in accordance with and as set forth in this Agreement. All road construction shall be in compliance with the Ypsilanti Charter Township Ordinances and any private road standards adopted by the Township. Developer shall enter into a traffic safety enforcement agreement with the Township.
13. **Public Water and Sewer.** Yankee Air Museum and Conference Center shall be developed with public sanitary sewers as approved by the YCUA and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations, and shall be developed with public water mains as approved by YCUA and the Michigan Department of Public Health, and subject to applicable laws and regulations. All standard connection, inspection, costs and fees imposed from and after the date of this Agreement by the Township with respect to the issuance of building permits in Yankee Air Museum and Conference Center, including but not limited to engineering inspections, water tap fees and sewer tap fees, shall be paid by YANKEE AIR FORCE INC, or its successors or assigns, except for the portion previously paid for such connections, including but not limited to those as shown in the YCUA Estimate of Costs- Application for Services dated [DATE]. YANKEE AIR FORCE INC shall dedicate all necessary easements to the Township for the maintenance, repair and replacement of the public water and sanitary sewer lines within Yankee Air Museum and Conference Center.
14. **Security Cameras.** A Security camera shall be installed. The security cameras shall meet the specifications established by the Township and shall be installed before the issuance of certificates of occupancy are requested for Yankee Air Museum and Conference Center. Such cameras shall be monitored by the Township's Department of Public Safety. The creation and establishment of a special assessment district ("**Security Camera SAD**") for the purpose of defraying the Township's cost of maintaining and repairing the security cameras shall be established for Yankee Air

Museum and Conference Center, for which building permits are requested, and such Security Camera SAD shall be established prior to the issuance of certificates of occupancy within Yankee Air Museum and Conference Center. YANKEE AIR FORCE INC shall assist the Township in creating the Security Camera SAD. The Security Camera SAD for Yankee Air Museum and Conference Center shall be based on the relative number of units.

15. **Lighting.** YANKEE AIR FORCE INC shall install within Yankee Air Museum and Conference Center the lighting which is identified in the lighting plans that have been approved as part of the Yankee Air Museum and Conference Center Site Plan dated April 9, 2019 for Yankee Air Museum and Conference Center. As depicted on the April 9, 2019 lighting plan, the applicant may exceed the maximum footcandle rating of 1.0 along portions of the property line and may applicant may exceed the maximum pole height to allow for poles that are 50-feet in height.
16. **Landscaping.** YANKEE AIR FORCE INC shall install within Yankee Air Museum and Conference Center the landscaping which is identified in the landscaping plans that have been approved as part of the Yankee Air Museum and Conference Center Site Plan dated April 9, 2019 for Yankee Air Museum and Conference Center. YANKEE AIR FORCE INC, and/or other agreed upon entities, shall install within Yankee Air Museum and Conference Center the required perimeter fencing which is identified in the Site Plan dated April 9, 2019 for Yankee Air Museum and Conference Center.
17. **Surety and Escrows for Infrastructure Improvements.** YANKEE AIR FORCE INC shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements within the phase of Yankee Air Museum and Conference Center for which YANKEE AIR FORCE INC is developing, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot lights, curb replacements, street paving, and any other site improvements required by the Township, with respect to the phase of Yankee Air Museum and Conference Center being developed by YANKEE AIR FORCE INC. YANKEE AIR FORCE INC may satisfy the foregoing surety or escrow requirement in all or in part by the posting of such surety or escrows for such improvements with other governmental entities (e.g. the WCRC, the WCWRC, YCUA, etc.) and to the extent any of the foregoing governmental entities hold performance guaranties for any such improvements, YANKEE AIR FORCE INC shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. YANKEE AIR FORCE INC shall deliver to the Township Treasurer's office copies of all such surety or escrow agreements with other governmental entities. The surety amount required by the Township may be reduced incrementally as improvements within Yankee Air Museum and Conference Center are accepted and approved and the Township agrees that, at

YANKEE AIR FORCE INC request and upon approval from the appropriate inspecting agency, sureties held by the Township will be released to YANKEE AIR FORCE INC for completed portions of Yankee Air Museum and Conference Center. The Township will use its good faith commercially reasonable efforts to release such funds to YANKEE AIR FORCE INC within thirty (45) days from the Township's receipt of a written request for payment from YANKEE AIR FORCE INC, and in any event, such funds shall be released by the Township to YANKEE AIR FORCE INC within forty-five (60) days from the Township's receipt of a written request for payment from YANKEE AIR FORCE INC.

18. **Construction Access.** YANKEE AIR FORCE INC shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from its construction site, including placing brine on the roads when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, if applicable, the expense of which shall be borne exclusively by YANKEE AIR FORCE INC.
19. **Engineering Plans and Certification.**
 - (a) With respect to each phase of Yankee Air Museum and Conference Center that is developed, YANKEE AIR FORCE INC shall furnish a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within such phase, per the "as built" plans, have been constructed in accordance with this Agreement. The Final Site Plan and Engineering Plans are to be reviewed by the Township and all other appropriate reviewing agencies.
 - (b) Following the completion of each development phase of Yankee Air Museum and Conference Center, YANKEE AIR FORCE INC shall furnish "as built" engineering plans (3 hard copies, digital pdf), reviewed and approved by the Township Engineer, showing all site improvements installed within such phase per Township specifications. All inspections for water and sewer (sanitary and storm) installations within Yankee Air Museum and Conference Center are to be performed by Township and YCUA engineering inspectors, with applicable fees.
 - (c) YANKEE AIR FORCE INC shall furnish a "project engineer's certificate" for each phase of Yankee Air Museum and Conference Center being developed by YANKEE AIR FORCE INC, indicating that all soil erosion and sedimentation measures for such phase have been complied with, according Chapter 24, Article VI of the Township Municipal Code and part 91 of Act 451 of the Public Acts of 1994.
20. **Underground Utilities.** To the extent not previously installed, YANKEE AIR FORCE INC shall cause to be installed underground within Yankee Air Museum and Conference Center, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. YANKEE AIR

FORCE INC shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not previously established.

21. **Removal of Construction Debris.** YANKEE AIR FORCE INC shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within Yankee Air Museum and Conference Center and within two weeks of completion or abandonment of construction of each development phase. YANKEE AIR FORCE INC shall provide temporary containment units for the storage of debris and discarded building material until such time that the materials are scheduled to be removed. No burning of discarded construction material shall be allowed.
22. **Vested Project; Successor Developer.** Yankee Air Museum and Conference Center shall be deemed fully "vested".
23. **Township Enforcement.** In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with this Agreement, the Township may serve written notice upon YANKEE AIR FORCE INC and/or the owner of the portion of the Property with respect to which the obligation or undertaking is required (the "violating party") setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the Township Board, or such other board, body, or official delegated by the Township Board, for the purpose of allowing the violating party an opportunity to be heard as to why the Township should not proceed with the correction of the deficiency or obligation which has not been undertaken or property fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event the Township determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the Township Board, or such other board, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the Township in its discretion, the Township shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under Township ordinances and/or State laws:
 - (a) Enter upon the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by the Township to be appropriate. The cost and expense of making and financing such actions by the Township, including notices by the Township and legal fees incurred by the Township, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the violating party within thirty (30) days of a billing to the violating party. The payment obligation under this paragraph shall be secured by a lien against the phase or phases of the Property within which the deficiency exists, which lien shall be deemed effective as of the date of the initial written

notice of deficiency provided to the violating party pursuant to this paragraph, or in emergency circumstances, the date at which the Township incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by the violating party for more than thirty (30) days on the delinquent tax rolls of the Township relative to such portion of the Property as a special assessment, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the violating party, and, in such event, the violating party shall pay all court costs and attorney fees incurred by the Township in connection with such suit if the Township prevails in collecting funds thereby. This provision does not preclude the Township from exercising its rights under Paragraph 8 of this Agreement.

- (b) Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in this Agreement. Except in emergency circumstances, the violating party shall be provided notice of the deficiencies from the Township and shall be afforded an opportunity to timely correct. In the event the Township obtains any relief as a result of such litigation, the violating party shall pay all court costs and attorney fees incurred by the Township in connection with such suit.

The Township may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the violating party is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development prior to the hearing which shall remain in force until the violation is cured or the Township and [COMPANY NAME] reach an agreement regarding the violation or default.

- 24. **Delay in Enforcement; Severability.** Any failure or delay by the Township to enforce any provision herein contained shall in no event be deemed, construed, or relied upon as a waiver or estoppel of the right to eventually do so thereafter. Each provision and obligation contained herein shall be considered to be an independent and separate covenant and agreement, and in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.
- 25. **Access to Property.** In all instances in which the Township utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements, and at any time throughout the period of development and construction of any part of the Development, the Township and its contractors, representatives, consultants, and agents shall be permitted and are hereby granted authority to enter upon all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements and for the purposes of inspecting for compliance with and enforcing this Agreement.

26. **Agreement Jointly Drafted.** The Parties have negotiated the terms of this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of the Parties. YANKEE AIR FORCE INC fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and they shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of this Agreement causes an inverse condemnation, other condemnation or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements and undertakings described in this Agreement are necessary and roughly proportional to the burden imposed and are necessary in order to: (i) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the Property in a socially, environmentally, and economically desirable manner; and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.* It is further agreed and acknowledged hereby that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property, and all such improvements without exception are clearly and substantially related to the Township's legitimate interests in protecting the public health, safety, and general welfare. The Parties acknowledge and agree that such improvements, both on-site and off-site, have been found to be necessary and constitute a recognizable and material benefit to the ultimate users of the Yankee Air Museum and Conference Center and to the community.
27. **Ambiguities and Inconsistencies.** Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of this Agreement which apply, the Township, in the reasonable exercise of its discretion, shall determine whether the regulations of the Township's Zoning Ordinance, as amended, or other Township Ordinances are applicable, provided such determination is not inconsistent with the nature and intent of this Agreement. In the event of a conflict or inconsistency between two or more provisions of this Agreement and applicable Township ordinances, the more restrictive provision, as determined in the reasonable discretion of the Township, shall apply.
28. **Warranty of Ownership.** YANKEE AIR FORCE INC hereby warrants that it is the owner in fee simple of the Property described on the attached Property Description Exhibit.
29. **Running with the Land; Governing Law.** This Development Agreement shall run with the land constituting the Property, and shall be binding upon and inure to the benefit of the Parties and all of their respective heirs, successors, assigns, and transferees. This Agreement may be recorded by any of the Parties following the execution of this Agreement. This Development Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only

in Michigan courts. The parties understand and agree that this Development Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.

30. **YANKEE AIR FORCE INC agrees:**

- (a) To prepare and submit to the Township for approval detailed plans and specifications prepared by a registered professional engineer for construction of on-site improvements, according to “Engineering Design Specifications for On-Site Improvements” adopted by the Township and the Ypsilanti Community Utility Authority (“YCUA”) The Final Site Plan and Engineering Plans are to be reviewed by the Township and all other appropriate reviewing agencies.
- (b) To install required lot grading and soil erosion and sedimentation control improvements and to provide drainage for storm water from Yankee Air Museum and Conference Center in accordance with applicable standards so that storm water will not flow from the multiple family site onto any adjacent property in such amounts that do not exceed the amounts from the undeveloped condition.
- (c) To remove all discarded building material and rubbish from the Yankee Air Museum and Conference Center at least once every two weeks during construction of improvements and within one month after completion or abandonment of construction. YANKEE AIR FORCE INC further agree that no burning shall be allowed on the site unless an exception is granted by the Ypsilanti Township Board of Trustees and the Township Fire Department.
- (d) To provide a “plan for signs” and installation of street name signs according to Washtenaw County Road Commission specifications upon or following commencement of construction (but in any event, to be approved and installed prior to issuance of a final certificate of occupancy) and to install such temporary warning signs and temporary road name signs during the construction period as are appropriate to protect the health, safety and welfare of the public, in accordance with applicable requirements.
- (e) To provide the Township with the name and address of the management company for Yankee Air Museum and Conference Center and notify in writing the Township Clerk's office of the name and address of any successor management company within 30 days
- (f) Represent that the tenant rental application forms attached hereto are similar to those currently being utilized in their rental procedure in operating projects in the Midwest and that YANKEE AIR FORCE INC intends to continue utilizing said tenant rental applications forms in essentially the same form and content (subject to review for compliance with Michigan law prior to commencement of operations) and shall notify the Clerk's office of any change within 30 days by forwarding the revised tenant rental application forms.
- (g) Use its best efforts to work with the Washtenaw County Sheriff's Department to establish security systems which may include joint arrangements with the owners of neighboring rental complexes. YANKEE AIR FORCE INC shall endeavor to cooperate with neighboring apartment complexes to the extent reasonably possible to address crime, drugs or related problems. This cooperation may

include sharing of information regarding disruptive occupants of rental units. YANKEE AIR FORCE INC shall extend to the Sheriff's Department appropriate rights of access upon Yankee Air Museum and Conference Center and associated waivers of claims of trespass (including without limitation extending authority to the Sheriff's Department to issue trespass notices in the form attached hereto by exhibit or as such form may be modified from time to time in the future).

- (h) Notwithstanding anything to the contrary set forth herein, the following understandings have been reached between the Township and the YANKEE AIR FORCE INC as a part of Yankee Air Museum and Conference Center PD Stage I plan approval and are hereby reaffirmed and incorporated in this Agreement.

31. **Maintenance Program.** YANKEE AIR FORCE INC will establish and implement an ongoing maintenance program for Yankee Air Museum and Conference Center which complies with the more stringent of the standards required by the Township's Property Maintenance Code.

32. **Miscellaneous.**

- (a) **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- (b) **Headings; Construction.** The various headings of this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision. When the context and construction so require, all words used in the singular shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa. Capitalized words or phrases not otherwise defined herein shall be construed to be consistent with those words or phrases as used in the Final Site Plan.
- (c) **Partial Validity; Severability.** If any term or provision of this Agreement or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- (d) **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors in interest and assigns, and no third party is intended to, or shall have, any rights hereunder.
- (e) **Joint Product of Parties.** This Agreement is the result of arms-length negotiations between YANKEE AIR FORCE INC and the Township and their respective attorneys. Accordingly, none of the parties shall be deemed to be the

author of this Agreement, and this Agreement shall not be construed against either party.

- (f) **Inspections.** In consideration of the above undertakings, the Township shall provide timely and reasonable Township inspections as may be required during construction of Yankee Air Museum and Conference Center.
- (g) **Recordation of Agreement.** The YANKEE AIR FORCE INC shall record this Agreement with the Washtenaw County Register of Deeds and further provide a recorded copy to the Township Clerks Office.
- (h) **Effect of Agreement.** The terms and provisions of this Agreement and the Final Site Plan for Yankee Air Museum and Conference Center, shall continue in full force and effect. In the event of any conflict between the terms and provisions of this Agreement and any other agreement or applicable document, including the Final Site Plan for Yankee Air Museum and Conference Center, and the provisions of the Zoning Ordinance or any other Township ordinances, rules, regulations or any amendments thereto, the provisions of this Agreement and the Final Site Plan for Yankee Air Museum and Conference Center shall control and variances shall not be required.
- (j) **Effective Date.** The Effective Date of this Amendment shall be the last date on which both YANKEE AIR FORCE INC and the Township sign this Amendment.

The Township Hereby Agrees:

- (1) To accept appropriate easements for public water mains and sanitary sewers.
- (2) To provide timely and reasonable Township inspections as may be required during construction.

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

Township:

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____
Brenda L. Stumbo

Its: Supervisor

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____
Karen Lovejoy Roe

Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

On this ____ day of _____, [YEAR], the foregoing instrument was acknowledged before me by Brenda L. Stumbo, Supervisor, and Karen Lovejoy Roe, Clerk, of Charter Township of Ypsilanti, a Michigan Municipal corporation on behalf of the corporation.

_____, Notary Public _____ County, MI
Acting in the County of _____, State of Michigan
My Commission expires: _____

DRAFTED JOINTLY BY [COMPANY NAME] AND THE TOWNSHP:

WHEN RECORDED RETURN TO:

Wm. Douglas Winters
McLain & Winters
61 N. Huron St.
Ypsilanti, MI 48197

EXHIBIT A

YANKEE AIR MUSEUM AND CONFERENCE CENTER LEGAL DESCRIPTION

Tax ID # K-11-12-100-007

LEGAL DESCRIPTION

COMM NE COR SEC 12, TH S 01-27-26 W 33.00 FT TO THE NW COR OF SEC 7, T3S, R8E
VAN BUREN TWP, WAYNE CO, MICHIGAN; TH N 87-37-30 E, 33.07 FT, TH S 01-27-26
W,

525.40 FT, TH N 89-58-35 W 1027.30 FT, TH S 00-01-25 W 892.33 FT, TH S 44-58-35 E
253.84 FT, TH S 89-58-35 E 787.98 FT, TH S 01-27-26 W 574.39 FT FOR A POB, TH S 01-
27-26 W 477.35 FT, TH S 00-02-43 W 352.56 FT, TH S 89-42-46 W 141.66 FT, TH N 40.00
FT, TH N 75-54-30 W 404.79 FT, TH W 512.11 FT, TH N 00-02-00 E

418.67 FT, TH S 89-58-00 E 443.50 FT, TH N 45-02-00 E 69.30 FT, TH N 00-02-00 E 224.85
FT, TH S 89-58-00 E 565.84 FT TO THE POB. CONT 14.52 +/- AC PART OF E 1/2 SEC 12,
T3S R7E, YPSILANTI TWP, WASHTENAW CO, MICHIGAN

TOGETHER WITH EASEMENT FOR ACCESS AND UTILITIES DESCRIBED AS: COMM
AT THE NE COR OF SEC 12, TH S 01-27-26 W 33.00 FT TO THE NW COR OF SEC 7, T3S
R8E, VAN BUREN TWP, WAYNE CO, MICH; TH N 87-37-30 E 33.07 FT, TH S 01-27-26 W
525.40 FT, TH N 89-58-35 W 1027.30 FT, TH S 00-01-25 W 892.33 FT, TH S 44-58-35 E

253.84 FT, TH S 89-58-35 E 881.05 FT 1403.32 FT, TH S 89-42-46 W 261.75 FT, TH N, 40.00
FT, TH N 75-54-30 W 404.79 FT, TH W 6.46 FT FOR A POB; TH S 00-01-47 E 1771.07 FT,
TH ALG THE ARC OF A CUR, CONCAVE TO THE SW, AN ARC DIST OF 7.73 FT, RAD
333.61 FT (CHD BEARS N 63-57-04 W, 7.73 FT) TO A PT OF TANGENT, TH N 64-36-55 W
158.38 FT, TH N 00-01-47 W 1699.78 FT, TH E 150.00 FT TO POB.
T3S R7E YPSILANTI TWP, WASHTENAW CO, MICH

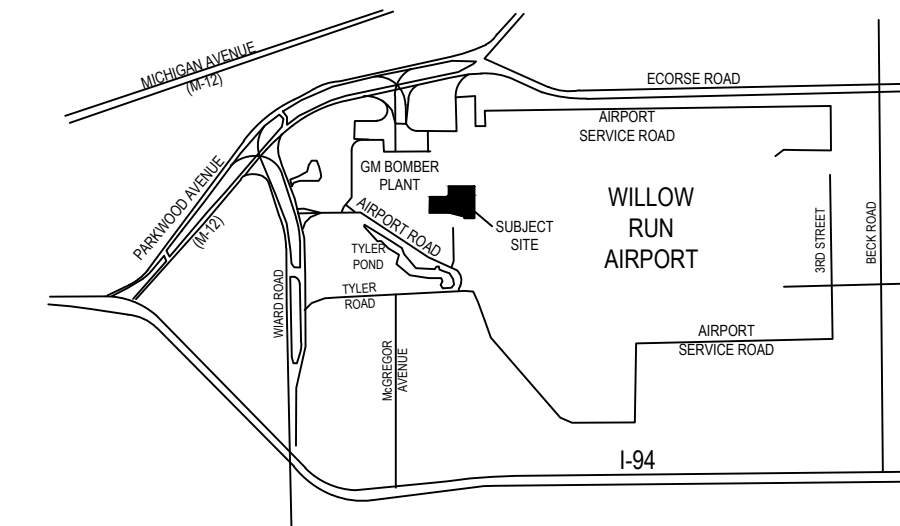
EXHIBIT B

PLANS FOR THE

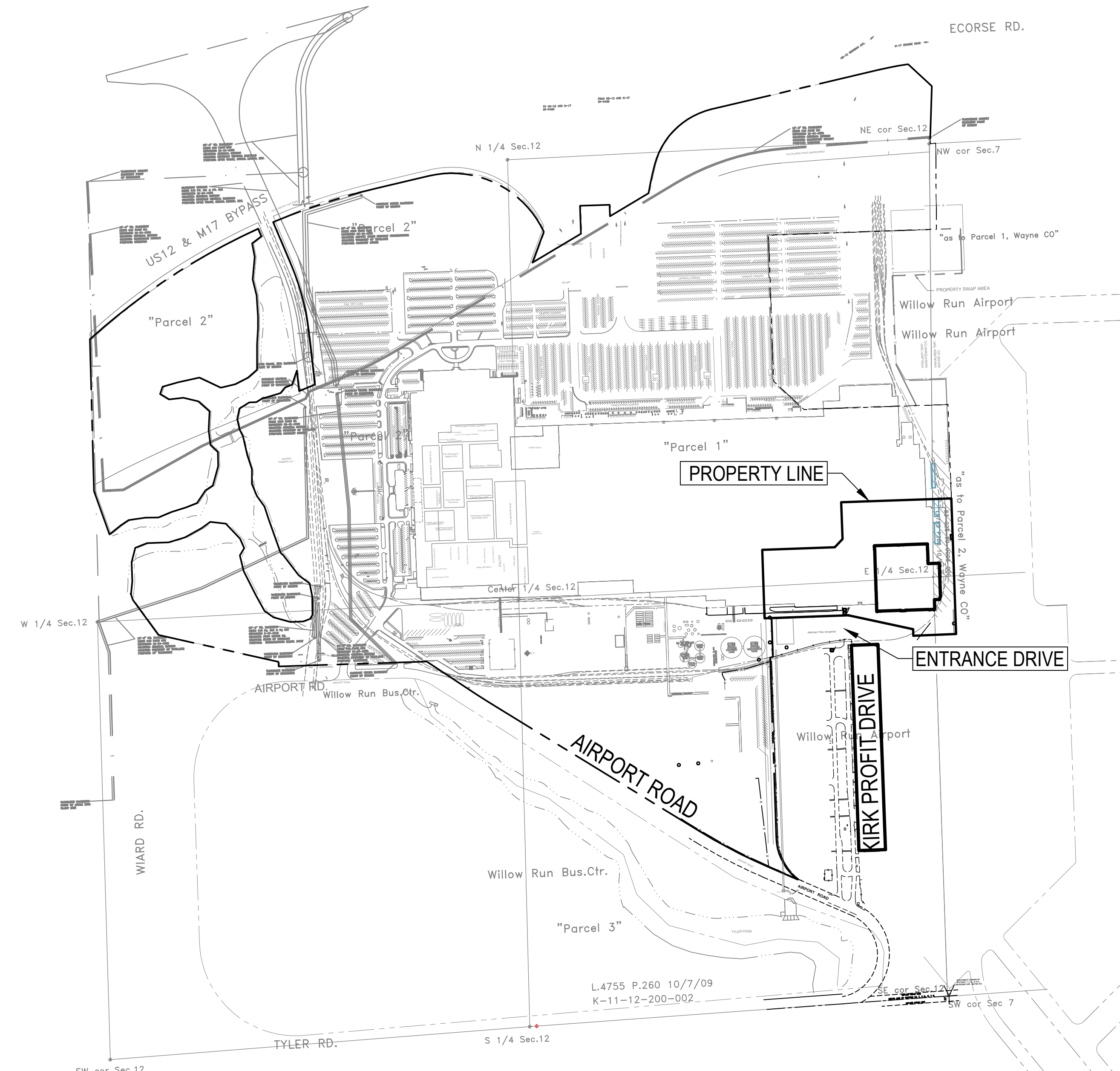
PD STAGE I SITE PLAN FOR YANKEE AIR MUSEUM AND CONFERENCE CENTER

ARCH'D 24" x 36"
 Approved: _____
 Checked: JPR
 Designer: CMV
 Project Management Initials: _____
 B
 A
 Last Plotter: 4/20/19 10:05:35 AM chad_watson
 Filename: G:\GrandRapids\DCS\Projects\BOL\60584278_Twp\PH\DWG\000_CAD_GIS\910_CAD\30-SHEET\5C-000 - COVER SHEET.DWG

YANKEE AIR MUSEUM



LOCATION SKETCH
SCALE: 1" = 500'



SHEET LIST - PD STAGE 1

Sheet Number	Sheet Title
C-000	COVER SHEET
C-001	DCA SURVEY No. 19958
C-002	EXISTING CONDITIONS PLAN
C-004	PHASING PLAN
C-130	OVERALL SITE PLAN
C-136	SITE DETAILS
C-137	SITE DETAILS
C-138	SITE DETAILS
C-230	SITE UTILITY PLAN
C-330	SITE GRADING & SESC PLAN
E-100	SITE PLAN - LIGHTING
E-100A	SITE PLAN - LIGHTING CALCULATIONS
A-201	EXTERIOR ELEVATIONS

LEGAL DESCRIPTION

PART OF THE EAST 1/2 OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND PART OF THE WEST 1/2 OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND RUNNING THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE 33.00 FEET TO THE NORTHWEST CORNER OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE NORTH 87 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 33.07 FEET TO A POINT; THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG A LINE PARALLEL WITH THE LINE COMMON TO SAID SECTIONS 7 AND 12, A DISTANCE OF 525.40 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 1027.30 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 01 MINUTE 25 SECONDS WEST A DISTANCE OF 892.33 FEET TO A POINT; THENCE SOUTH 44 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 253.84 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 881.05 FEET, TO A POINT IN THE INTERIOR OF SAID SECTION 7; THENCE SOUTH, A DISTANCE OF 574.23 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING, SOUTH, A DISTANCE OF 829.09 FEET TO A POINT; THENCE SOUTH 89 DEGREES 42 MINUTES 46 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 261.75 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE NORTH, A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH 75 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 404.70 FEET TO A POINT; THENCE WEST, A DISTANCE OF 512.11 FEET TO A POINT; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECOND EAST A DISTANCE OF 418.67 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF 443.50 FEET TO A POINT; THENCE NORTH 45 DEGREES 02 MINUTES 00 SECONDS EAST A DISTANCE OF 69.30 FEET TO A POINT; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECOND EAST A DISTANCE OF 224.85 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, CROSSING THE SECTION LINE COMMON TO SAID SECTIONS 12 AND 7, A DISTANCE OF 673.56 FEET TO THE POINT OF BEGINNING, CONTAINING 16.74 ACRES, MORE OR LESS, OF LAND IN AREA.

SOIL EROSION & SEDIMENTATION CONTROL

A SOIL EROSION & SEDIMENTATION CONTROL PERMIT APPLICATION WILL BE SUBMITTED BY THE OR OWNER PRIOR TO THE COMMENCEMENT OF ANY WORK CONSTRUCTION ACTIVITIES THAT DISTURB MORE THAN 1 ACRE OF LAND.

ZONING

CURRENT ZONING: PLANNED DEVELOPMENT

CURRENT LAND USE OF

SUBJECT PARCEL: INDUSTRIAL - VACANT
 ADJACENT PARCELS:
 NORTH: INDUSTRIAL - GM BOMBER PLANT
 SOUTH: WILLOW RUN AIRPORT - HANGAR 1
 EAST: WILLOW RUN AIRPORT
 WEST: INDUSTRIAL - GM BOMBER PLANT

APPLICANT

YANKEE AIR MUSEUM
 CONTACT: DENNIS NORTON
 PHONE: 734-971-2750
 EMAIL: DENORTON@NORTONDEVELOPMENT.COM



PROJECT
 YANKEE AIR MUSEUM
 PLANNED DEVELOPMENT
 SITE PLAN PACKAGE

CLIENT
 MICHIGAN AEROSPACE FOUNDATION
 807 WILLOW RUN AIRPORT
 YPSILANTI, MI 48198
 www.michiganaerospace.org

CONSULTANT
 AECOM
 3950 Sparks Drive, SE
 Grand Rapids, Michigan 49546
 616.574.8500 tel 616.574.8542 fax
 www.aecom.com

REGISTRATION

ISSUE/REVISION

NO.	DATE	DESCRIPTION
1	2019.04.09	PD STAGE 1 SUBMITTAL

KEY PLAN

PROJECT NUMBER
 12944714 & 60594278

SHEET TITLE

COVER SHEET

SHEET NUMBER

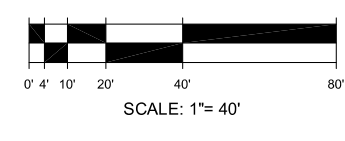
C-000



Know what's below.
 Call before you dig.

ARCHITECTURAL SURVEY
 OF THE YANKEE AIR MUSEUM SITE, BEING PART OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP,
 WASHTENAW COUNTY, AND PART OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN.

MAY 16, 2015



SURVEY NO. 19958

FOR THE MICHIGAN AEROSPACE FOUNDATION

- ARCHITECTURAL SURVEY NOTES -
 THE LOCATION OF ALL UTILITY MANHOLES SHOWN HEREON ARE FROM FIELD MEASUREMENTS. THE PIPE DIAMETERS, AND IN SOME CASES THE DIRECTION OF LINES RUNNING FROM MANHOLES, HAVE BEEN TAKEN FROM FACILITY RECORDS, WHEN NO SURFACE CHECK WAS POSSIBLE. WE HAVE SHOWN UNDERGROUND UTILITY LINES RUNNING DIRECTLY FROM SURFACE MANHOLE TO SURFACE MANHOLE, IN MOST CASES. THIS MAY NOT BE THE ACTUAL ROUTE OF THESE LINES. WE ASSUME NO RESPONSIBILITY AS TO THE SIZE OR LOCATION OF UNDERGROUND UTILITIES.

BENCH MARK ELEVATION 717.56' (NAVD83):
 TOP OF BRONZE DISK IN CONCRETE MONUMENT STAMPED "82651 2006", LOCATED 14'2" WEST OF THE WEST BACK OF CURB OF KIRK PROFIT DRIVE, 95'2" SOUTH OF THE NORTH BUILDING FACE OF HANGER 1 OF THE WILLOW RUN AIRPORT.

BEARINGS SHOWN ON THIS SURVEY ARE BASED ON A BEARING OF SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST FOR THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 12, T. 3 S., R. 7 E., AS PER WARRANTY DEED DATED DECEMBER 12, 1993, FROM KAISER MOTORS CORPORATION TO GENERAL MOTORS CORPORATION AND RECORDED IN LIBER 643 OF DEEDS, ON PAGE 300, WASHTENAW COUNTY RECORDS AND IN LIBER 11942 OF DEEDS, ON PAGE 1730, WAYNE COUNTY RECORDS.

STORM SEWER LINES CONNECTING ROOF CONDUCTORS ON RAZED BUILDING OR LINES SMALLER THAN 6" IN DIAMETER HAVE NOT BEEN SHOWN.

UNDERGROUND UTILITY VAULTS ARE DRAWN REPRESENTATIVE ONLY AND HAVE NOT BEEN FIELD MEASURED.

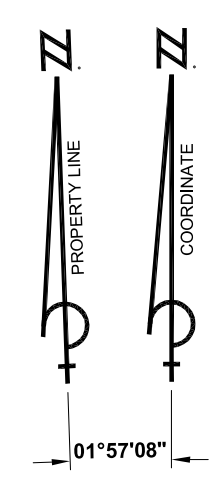
UNDERGROUND STORAGE TANKS LOCATED ON YANKEE AIR FORCE MUSEUM PROPERTY HAVE NOT BEEN SHOWN.

SEE OUR SURVEY NO. 19967 FOR SURVEY INFORMATION INSIDE THE YANKEE MUSEUM BUILDING.

THIS SURVEY IS ORIENTED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

SEE OUR LAND TITLE SURVEY NO. 19903 FOR PROPERTY DESCRIPTION AND EASEMENTS AFFECTING THE YANKEE AIR MUSEUM PROPERTY.

* INDICATES FIELD DATA UNOBTAINABLE DUE TO FIELD CONDITIONS.



- ARCHITECTURAL SURVEY LEGEND -

— G —	GAS MAIN
— W —	WATER LINE
— CW —	CITY WATER LINE
— SAN —	SANITARY SEWER
— ST —	STORM SEWER
— S —	SEWER LINE
— F —	FIRE PROTECTION LINE
— T —	TEL. TELEPHONE COMPANY LINE
— E —	UG ELECTRIC COMPANY LINE
— U —	OVERHEAD UTILITY LINE
—	MANHOLE
— MH —	ELECTRIC MANHOLE
— CB —	CATCH BASIN
— YD —	YARD DRAIN
— LP —	UTILITY POLE
— W —	WATER GATE
—	MH PER RECORDS
— UG —	UNDERGROUND
— DB 0.00' —	DOOR BELL
— T 0.00' —	TOP OF CURB
— G 0.00' —	GUTTER
— MW —	MONITORING WELL
— GV —	GAS VALVE
— WV —	WATER VALVE
— TR 0.00' —	TOP OF RAIL
— TW 0.00' —	TOP OF WALL
— RW —	POST INDICATOR VALVE
— HYD —	FIRE HYDRANT
— GP —	GUARD POST SIGN

- ARCHITECTURAL SURVEY CONTROL -**
- CONTROL POINT NO. 1 -
 "MAG" NAIL IN CONCRETE
 N. 270765.49'
 E. 13348259.42'
 EL. 717.26'
 - CONTROL POINT NO. 2 -
 "MAG" NAIL IN CONCRETE
 N. 270878.59'
 E. 13346004.83'
 EL. 716.42'
 - CONTROL POINT NO. 3 -
 "MAG" NAIL IN ASPHALT
 N. 270474.52'
 E. 13345635.94'
 EL. 718.36'
 - CONTROL POINT NO. 4 -
 "MAG" NAIL IN ASPHALT
 N. 270502.37'
 E. 13346116.50'
 EL. 714.98'
 - AUXILIARY BENCH MARK NO. 1
 TOP OF ARROW ON HYDRANT
 EL. 720.28'
 - AUXILIARY BENCH MARK NO. 2
 TOP OF ARROW ON HYDRANT
 EL. 718.05'

- PROPERTY CORNERS -**
- 1 N. 27183.17'
E. 3346098.99'
 - 2 N. 270354.59'
E. 13346128.20'
 - 3 N. 270351.72'
E. 13346007.49'
 - 4 N. 270344.00'
E. 13345866.66'
 - 5 N. 270384.04'
E. 13345865.25'
 - 6 N. 270468.70'
E. 13345469.42'
 - 7 N. 270450.60'
E. 13344957.62'
 - 8 N. 270869.08'
E. 13344943.12'
 - 9 N. 270884.44'
E. 13345386.35'
 - 10 N. 270935.11'
E. 13345433.63'
 - 11 N. 271159.83'
E. 13345425.84'
 - 12 N. 27183.10'
E. 3346096.99'



David C. Adams & Son
 Professional Land Surveyors, Inc.
 25517 Five Mile Road
 Detroit, Michigan 48229
 Tel: 313-338-3222
 Fax: 313-338-4438
 www.DCAurveys.com



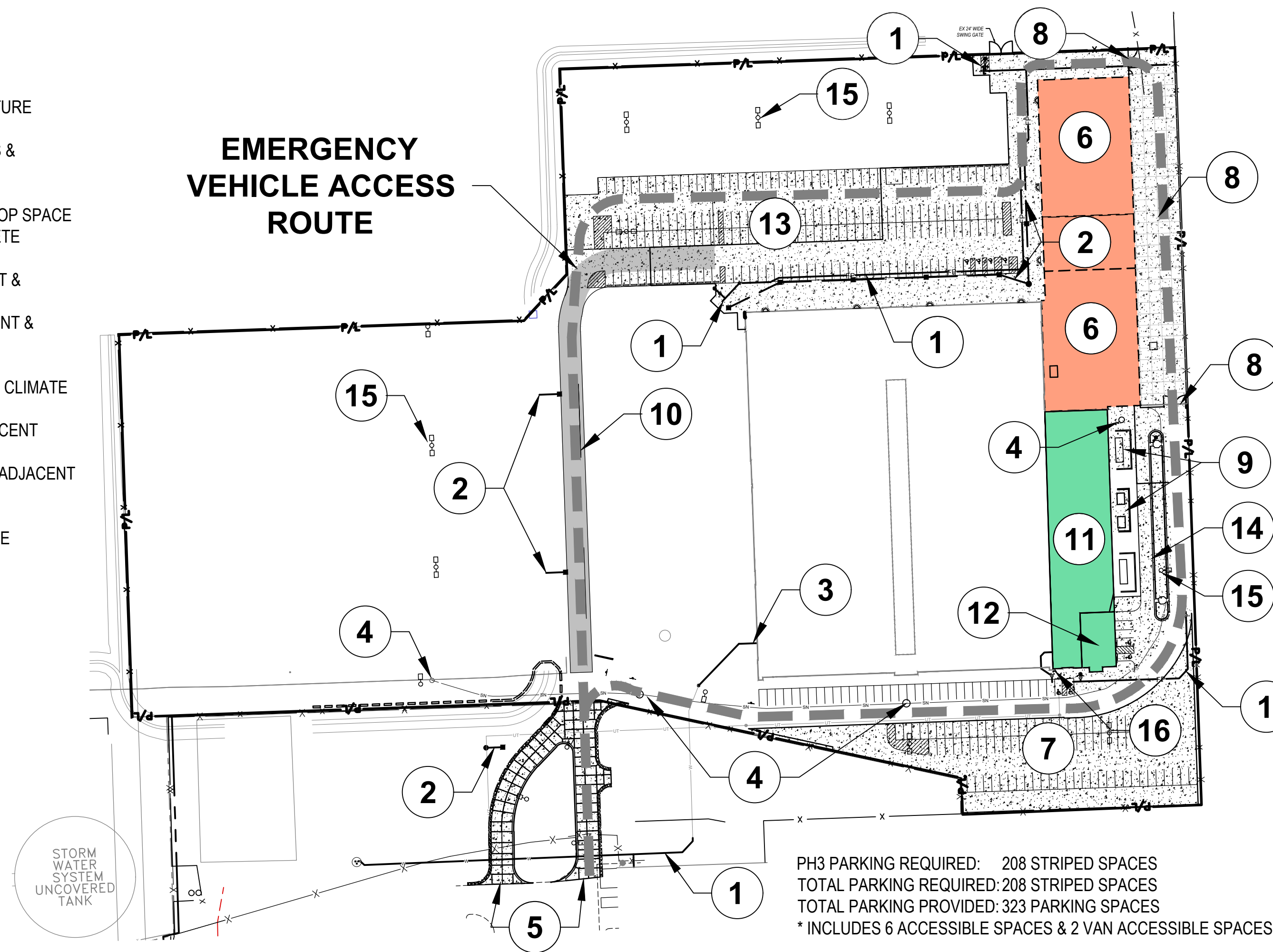
ORIGINAL SURVEY
 PREPARED ON 30"x42"
 PLAN SHEET

SECTION 12, T. 3 S., R. 7 E.
 YPSILANTI TOWNSHIP, WASHTENAW COUNTY

SECTION 7, T. 3 S., R. 8 E.
 VAN BUREN TOWNSHIP, WAYNE COUNTY

PHASE 3

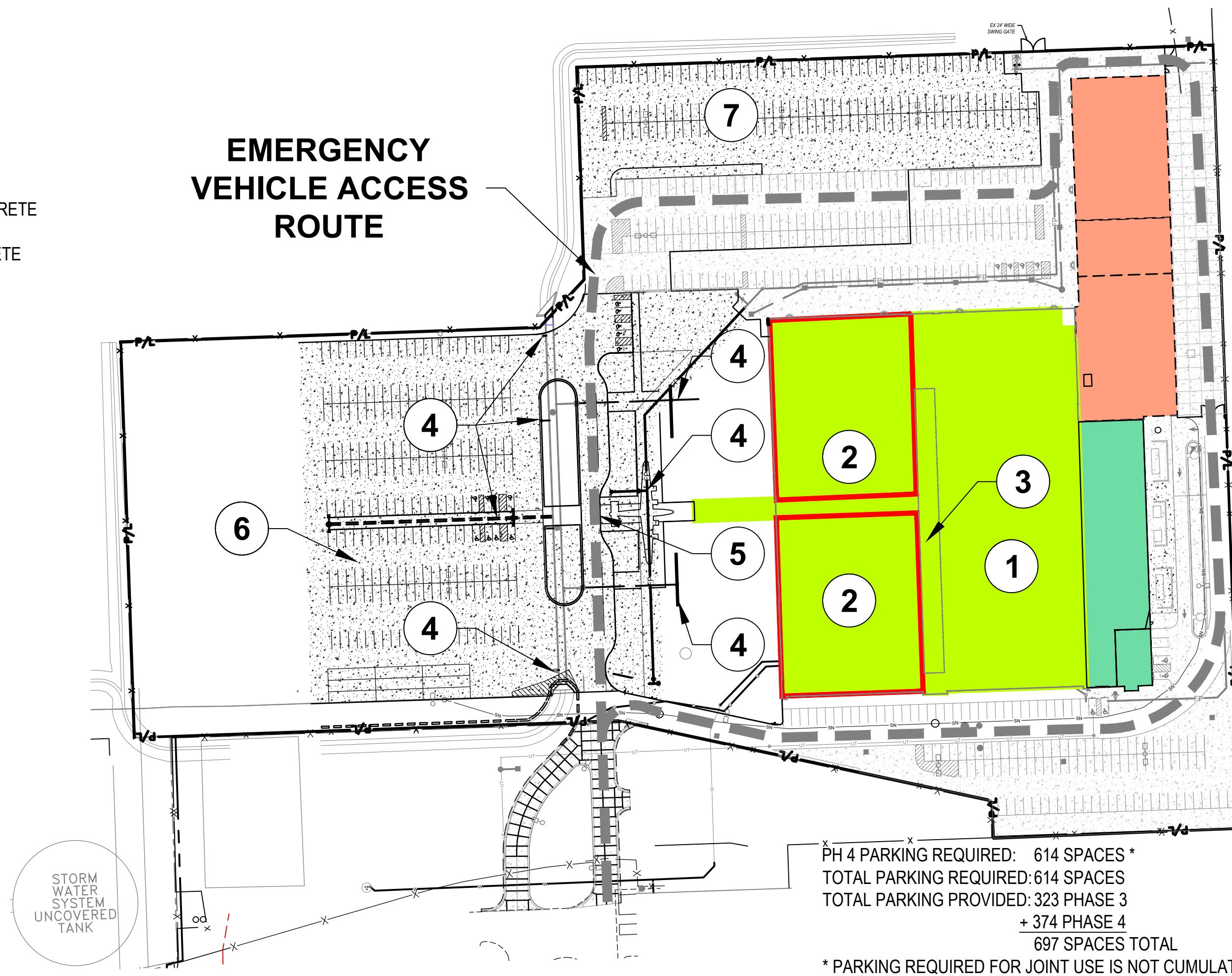
1. WATER MAIN LOOP & CONCRETE CAP.
2. STORM SEWER EXTENSIONS
3. DOMESTIC WATER REPLACEMENT AND FUTURE SERVICE TO BUILDING
4. SANITARY SEWER SERVICE, VALVE VAULTS & SANITARY GRINDER STATION
5. EXTENSION OF KIRK PROFIT DRIVE TO SITE
6. 2 - 15,000 SFT HANGARS & ASSOCIATED SHOP SPACE
7. SOUTH PARKING LOT EXPANSION (CONCRETE PAVEMENT & STRIPING)
8. CONSTRUCT TAXI-WAY & APRON PAVEMENT & SECURITY FENCE
9. GROUND MOUNTED MECHANICAL EQUIPMENT & APPLICABLE SCREENING
10. ASPHALT ENTRANCE DRIVE
11. RENOVATE ANNEX TO PROVIDE 1ST FLOOR CLIMATE CONTROLLED STORAGE AND 2ND FLOOR CONFERENCE CENTER (465 SEATS) & ADJACENT CONCRETE
12. CONFERENCE CENTER ENTRY ADDITION & ADJACENT CONCRETE
13. NORTH PARKING LOT EXPANSION
14. EAST SITE IMPROVEMENTS & ACCESS DRIVE (CONCRETE PAVEMENT & STRIPING)
15. SITE LIGHTING
16. FIRE DEPARTMENT CONNECTION



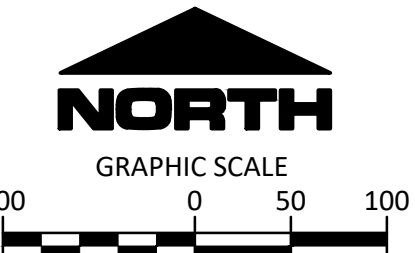
PH3 PARKING REQUIRED: 208 STRIPED SPACES
 TOTAL PARKING REQUIRED: 208 STRIPED SPACES
 TOTAL PARKING PROVIDED: 323 PARKING SPACES
 * INCLUDES 6 ACCESSIBLE SPACES & 2 VAN ACCESSIBLE SPACES

PHASE 4

1. MUSEUM BUILD-OUT (EAST BAY)
2. MUSEUM BUILD-OUT (WEST BAY)
3. MEZZANINE OFFICES
4. WEST ENTRY DRAINAGE IMPROVEMENTS & COMPLETION OF WATERMAIN LOOP
5. WEST ENTRY VEHICULAR DROP OFF
6. WEST PARKING LOT (SITE LIGHTING, CONCRETE PAVEMENT & STRIPING)
7. NORTH PARKING LOT EXPANSION (CONCRETE PAVEMENT & STRIPING)



PH 4 PARKING REQUIRED: 614 SPACES *
 TOTAL PARKING REQUIRED: 614 SPACES
 TOTAL PARKING PROVIDED: 323 PHASE 3
 + 374 PHASE 4
 697 SPACES TOTAL
 * PARKING REQUIRED FOR JOINT USE IS NOT CUMULATIVE SINCE CONFERENCE CENTER EVENTS WILL NOT TAKE PLACE DURING NORMAL OPERATING HOURS OF MUSEUM.
 * INCLUDES 17 ACCESSIBLE SPACES & 4 VAN ACCESSIBLE SPACES



PROJECT
 YANKEE AIR MUSEUM
 PLANNED DEVELOPMENT
 SITE PLAN PACKAGE

CLIENT
 MICHIGAN AEROSPACE FOUNDATION
 807 WILLOW RUN AIRPORT
 YPSILANTI, MI 48198
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CONSULTANT
 AECOM
 3950 Sparks Drive, SE
 Grand Rapids, Michigan 49546
 616.574.8500 tel 616.574.8542 fax
 www.aecom.com

REGISTRATION

ISSUE/REVISION

NO.	DATE	DESCRIPTION
1	2019.04.09	PD STAGE 1 SUBMITTAL

KEY PLAN

PROJECT NUMBER

12944714 & 60594278

SHEET TITLE

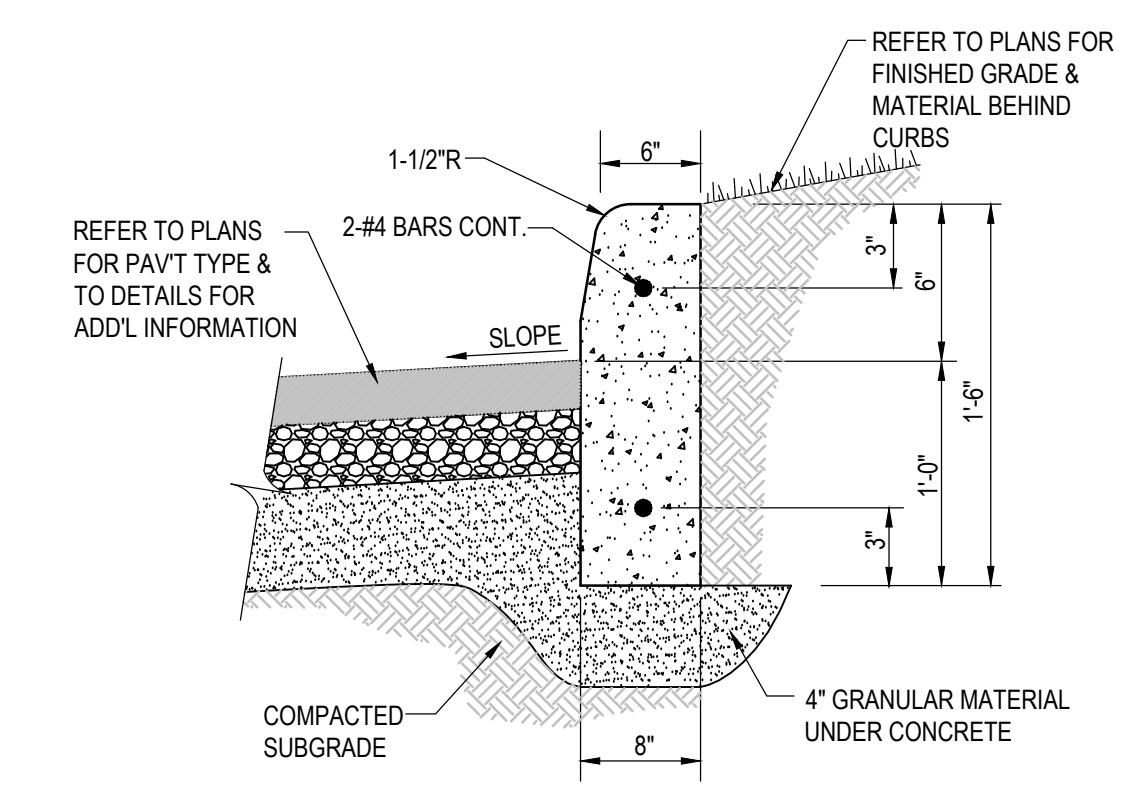
PHASING PLAN

SHEET NUMBER

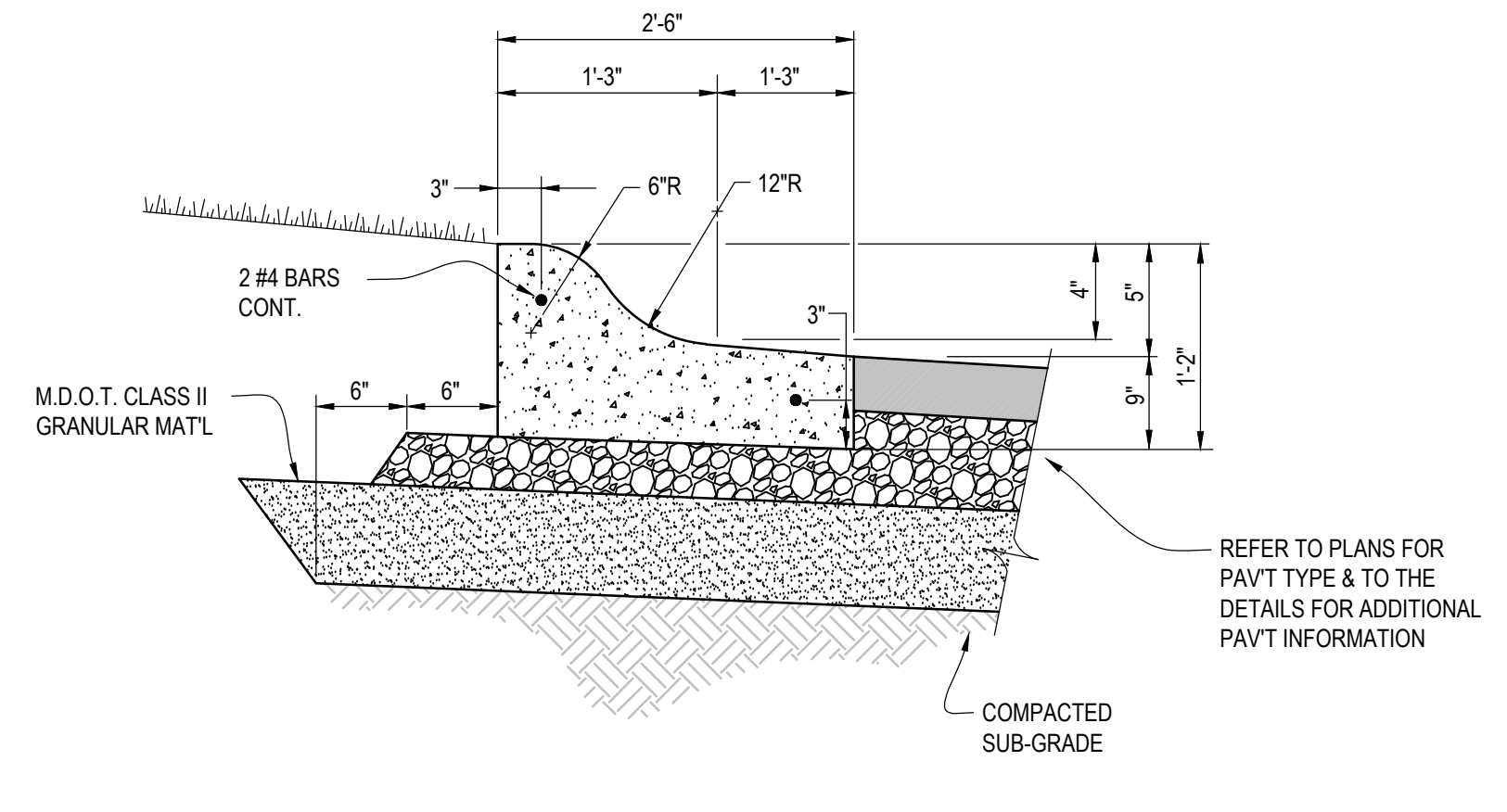
C-004

ARCH D 24" x 36" Approved: JPR Checked: JPR Designer: CMV Project Management Initials: C B A
 Last Plot: 4/20/19 7:41:52 AM Job Information Filename: G:\GrandRapids\DCS\Projects\BDL\60594278_Twp\PHD\0600_CAD_GIS\10_CAD\30-SHEETS\30-C-136 - SITE DETAILS.dwg ©2019 AECOM Corporation

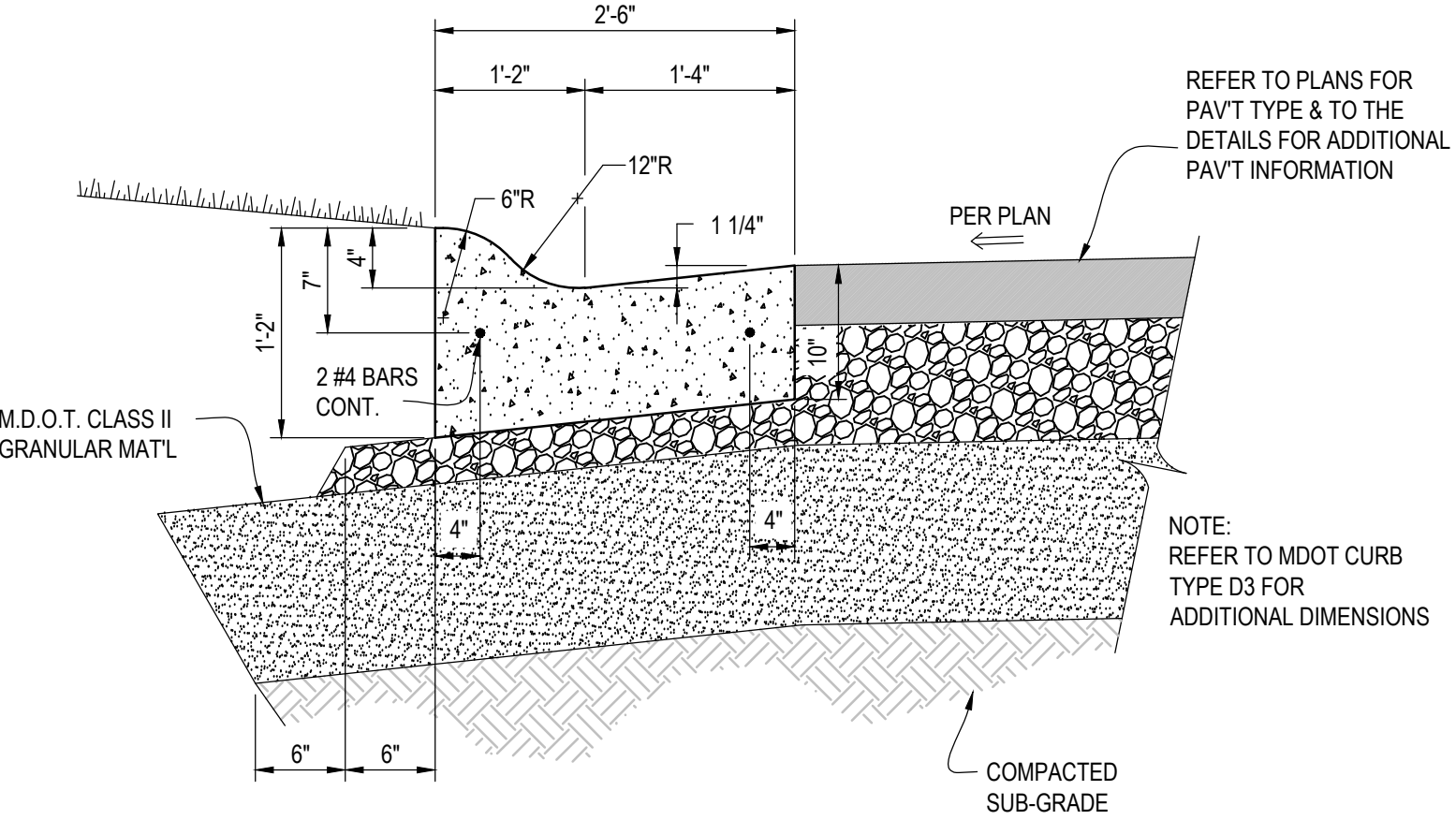
NO.	DATE	DESCRIPTION
1	2019.04.09	PD STAGE 1 SUBMITTAL



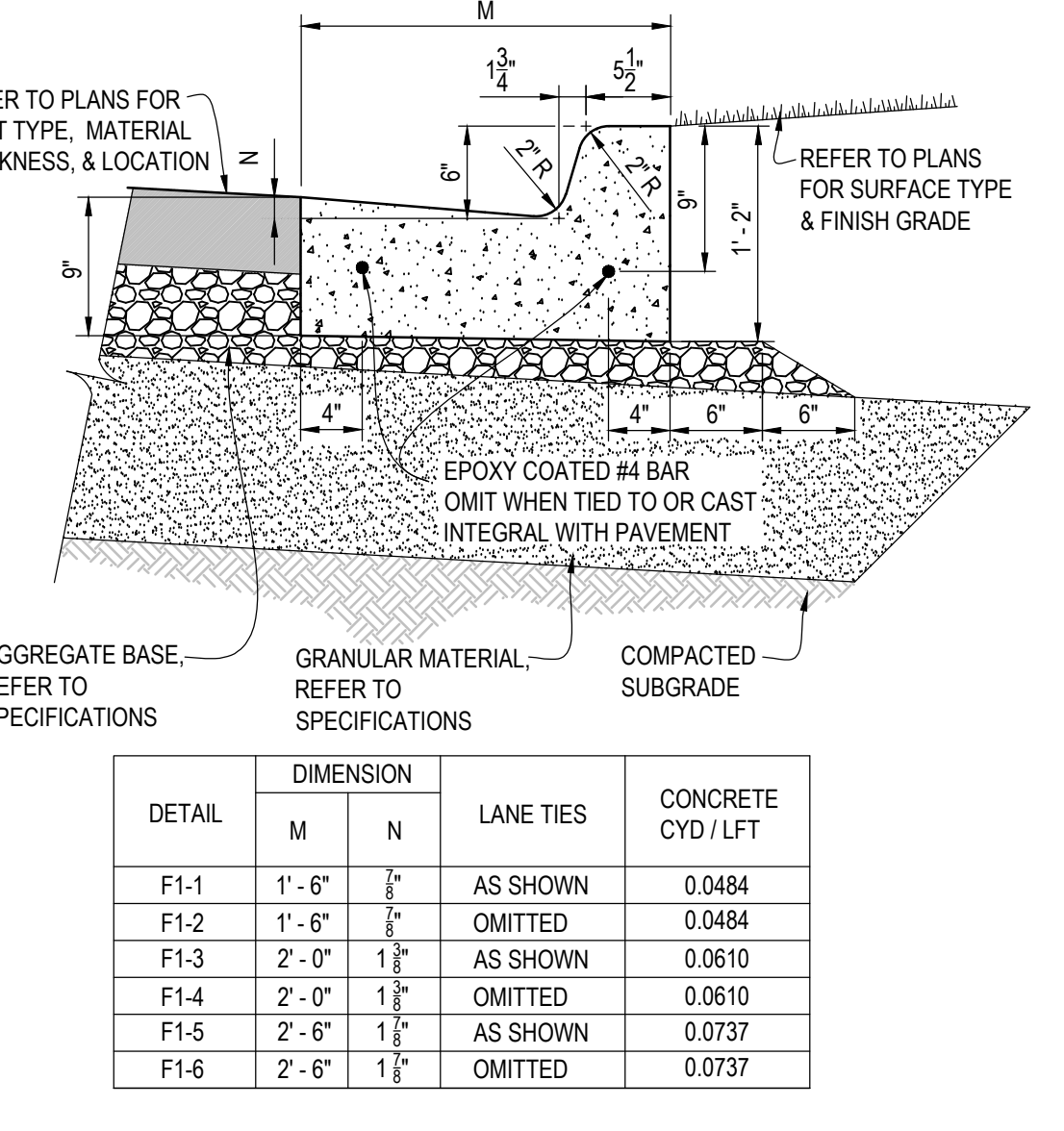
C17 STRAIGHT CONCRETE CURB
SCALE: N.T.S.



C6 TYPE 4 ROLLED CURB & GUTTER
SCALE: N.T.S.

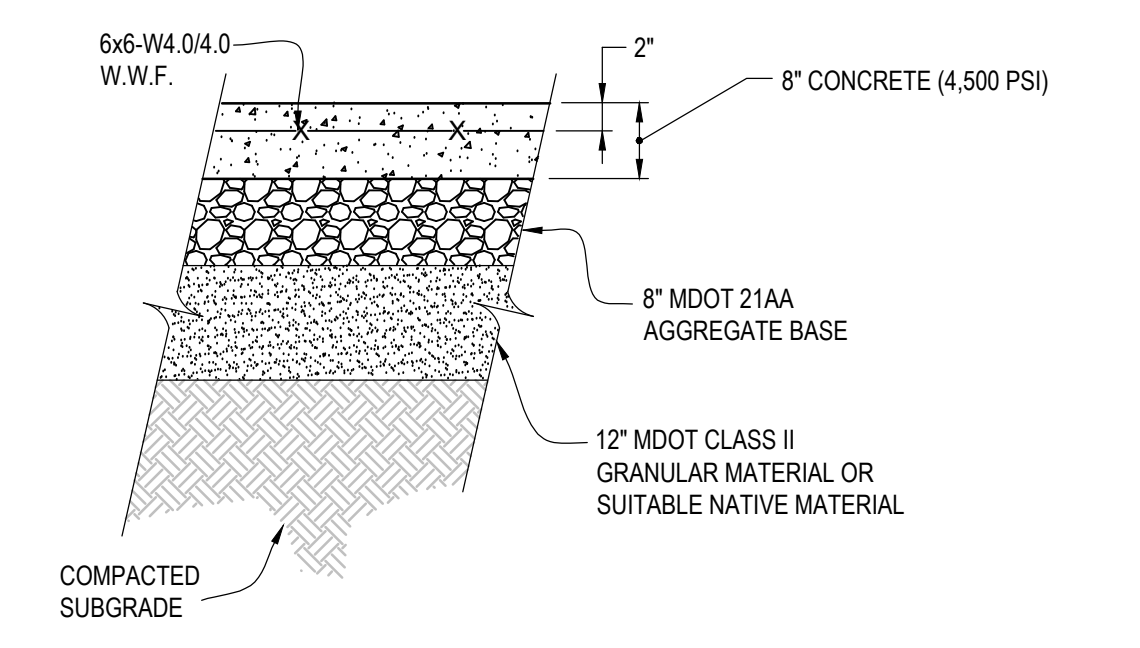


C5 TYPE 3 ROLLED CURB & GUTTER
SCALE: N.T.S.

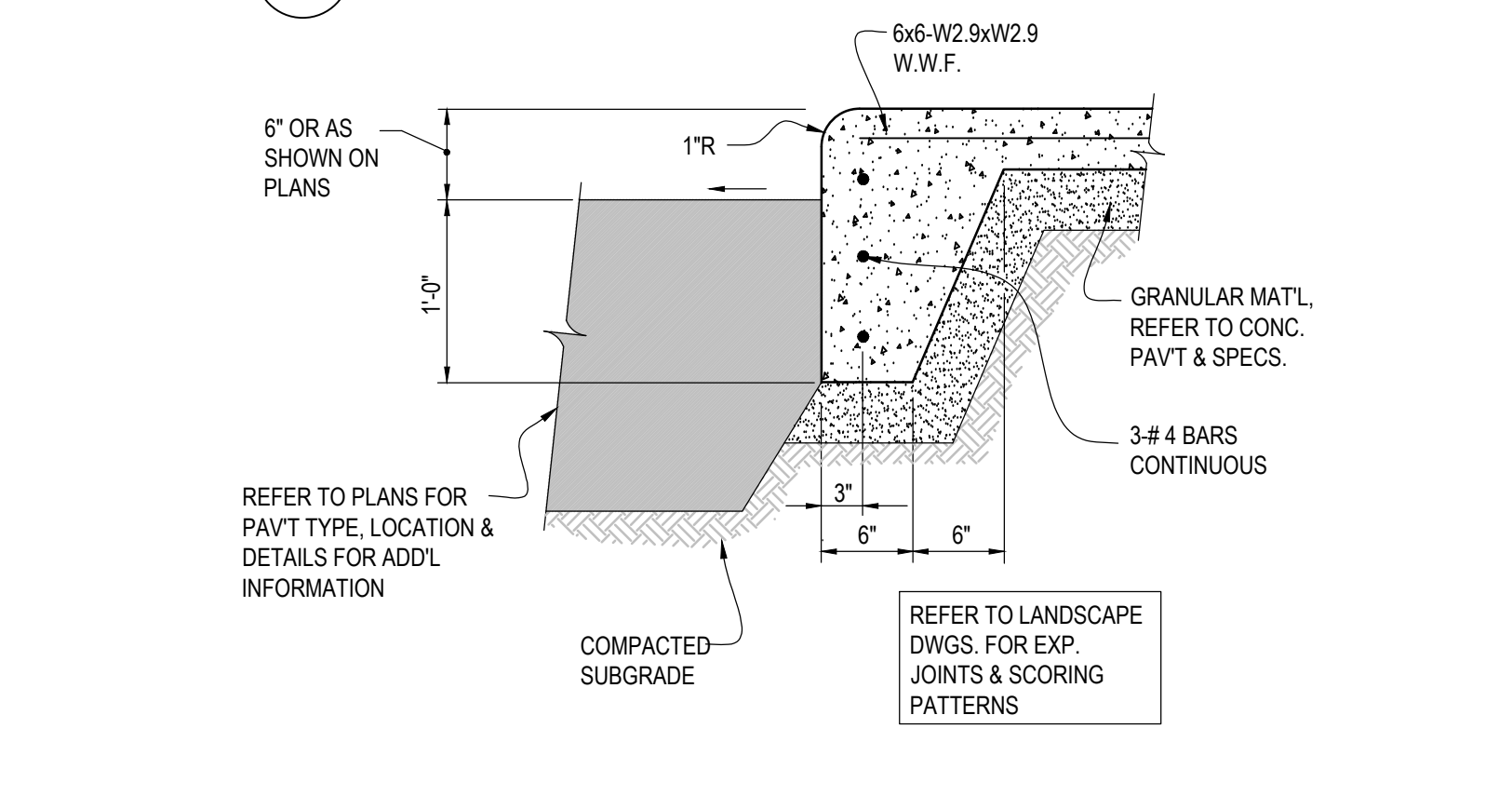


F1 MDOT TYPE F CONCRETE CURB & GUTTER
SCALE: N.T.S.

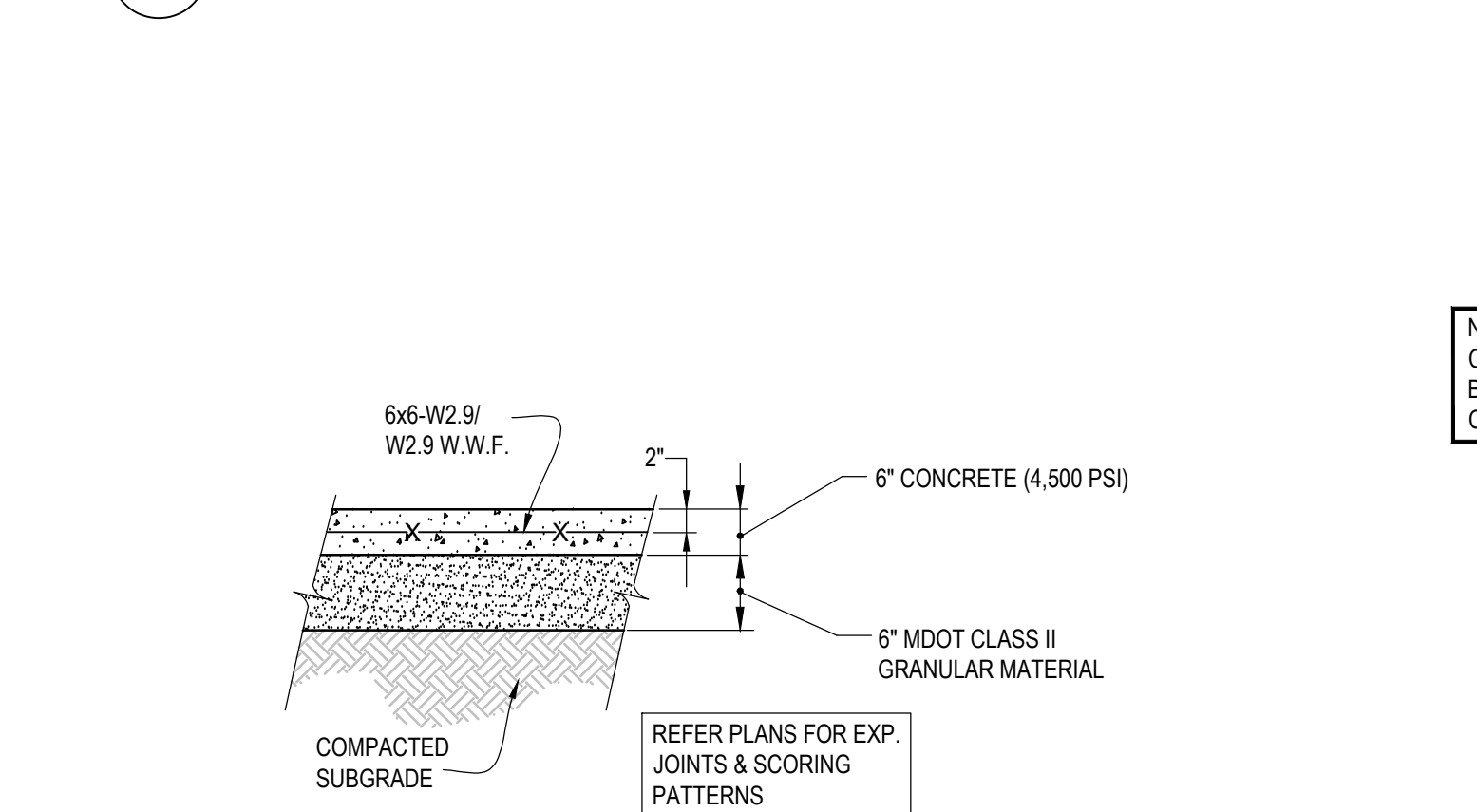
DETAIL	DIMENSION		LANE TIES	CONCRETE CYD / LFT
	M	N		
F1-1	1'-6"	6"	AS SHOWN	0.0484
F1-2	1'-6"	6"	OMITTED	0.0484
F1-3	2'-0"	1 3/8"	AS SHOWN	0.0610
F1-4	2'-0"	1 3/8"	OMITTED	0.0610
F1-5	2'-6"	1 3/8"	AS SHOWN	0.0737
F1-6	2'-6"	1 3/8"	OMITTED	0.0737



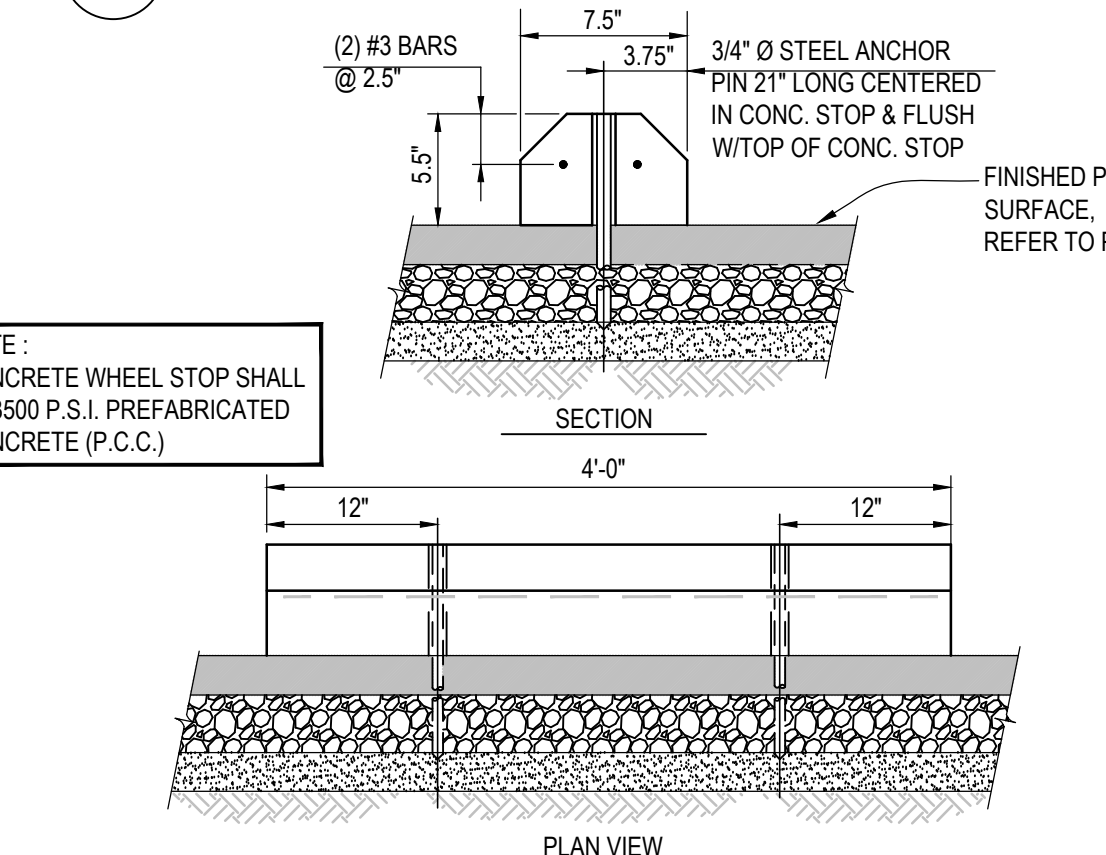
C11 HEAVY DUTY CONCRETE PAVEMENT
SCALE: N.T.S.



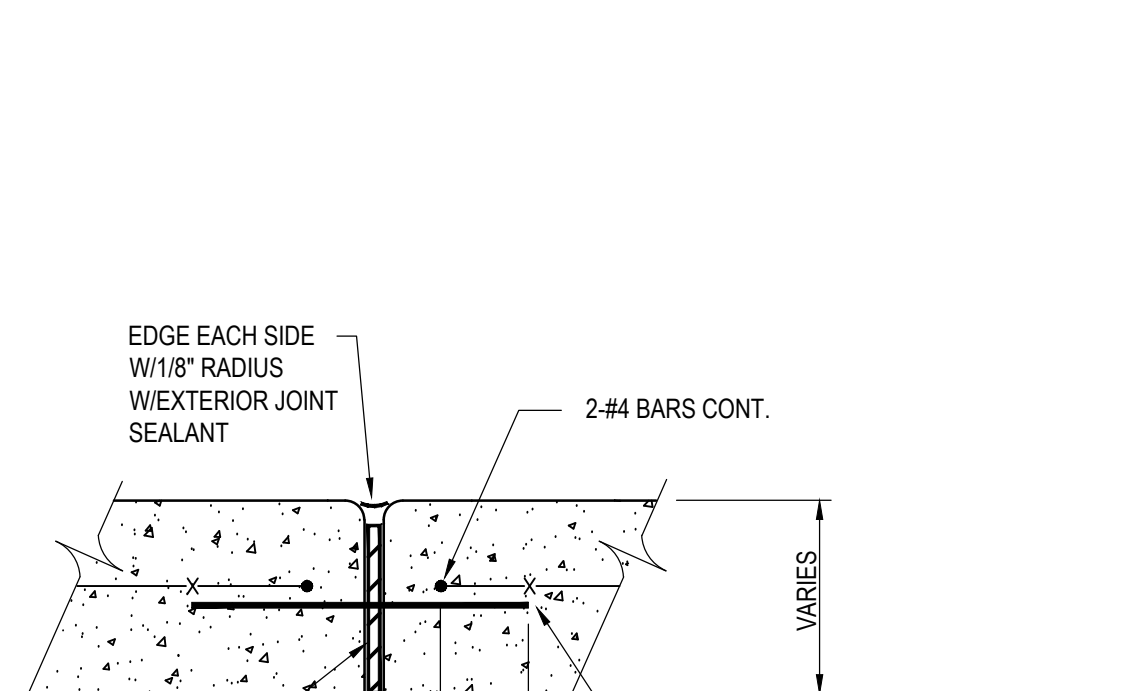
C10 CONCRETE TURNED DOWN WALKWAY
SCALE: N.T.S.



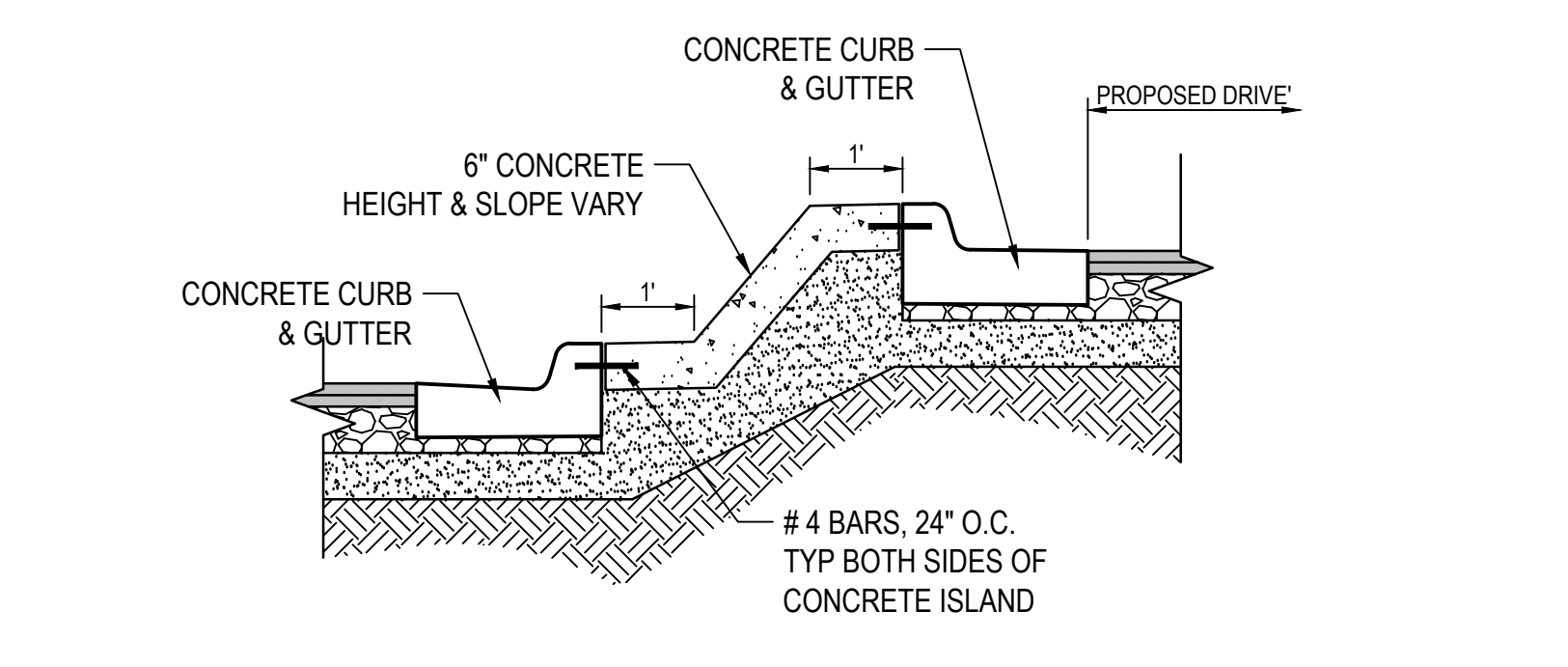
C9 STANDARD DUTY CONCRETE WALKWAY / PAVEMENT
SCALE: N.T.S.



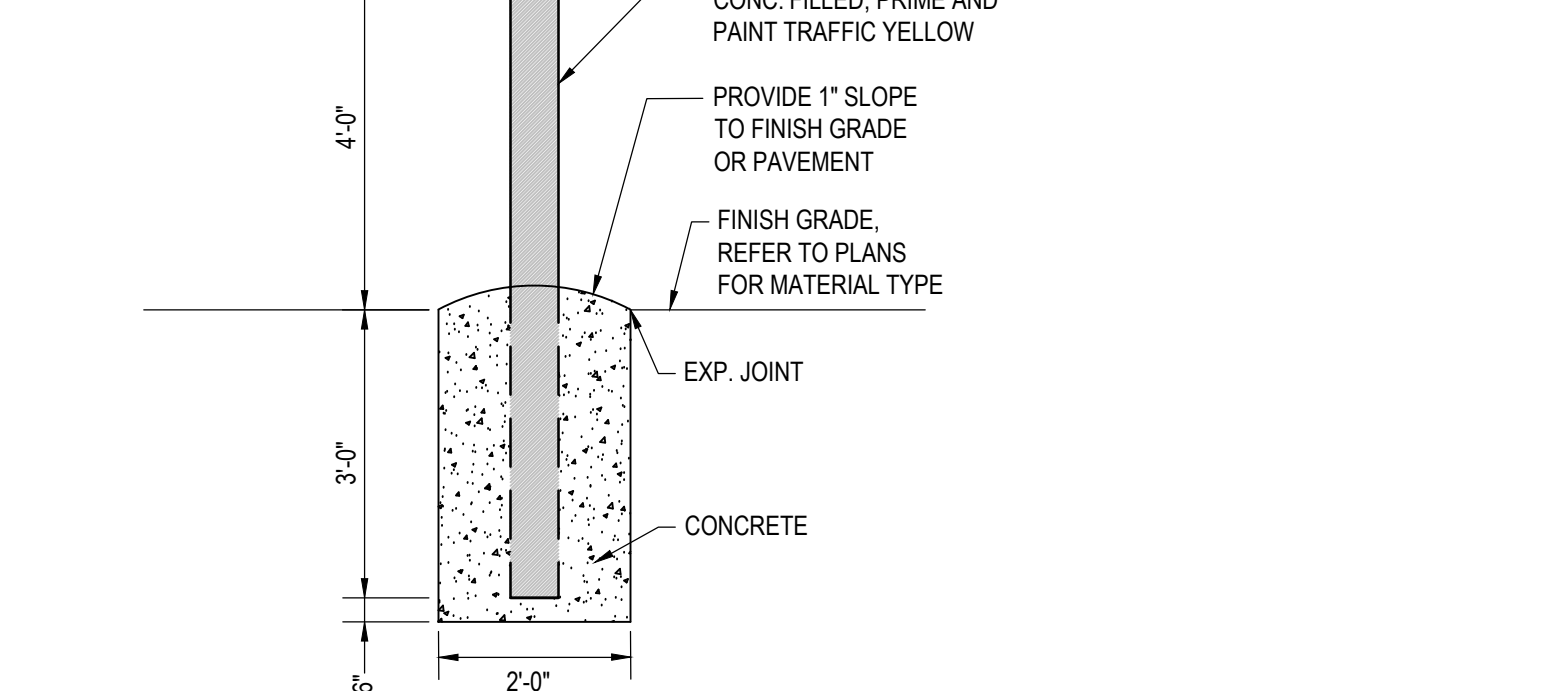
C48 CONCRETE WHEEL STOP
SCALE: N.T.S.



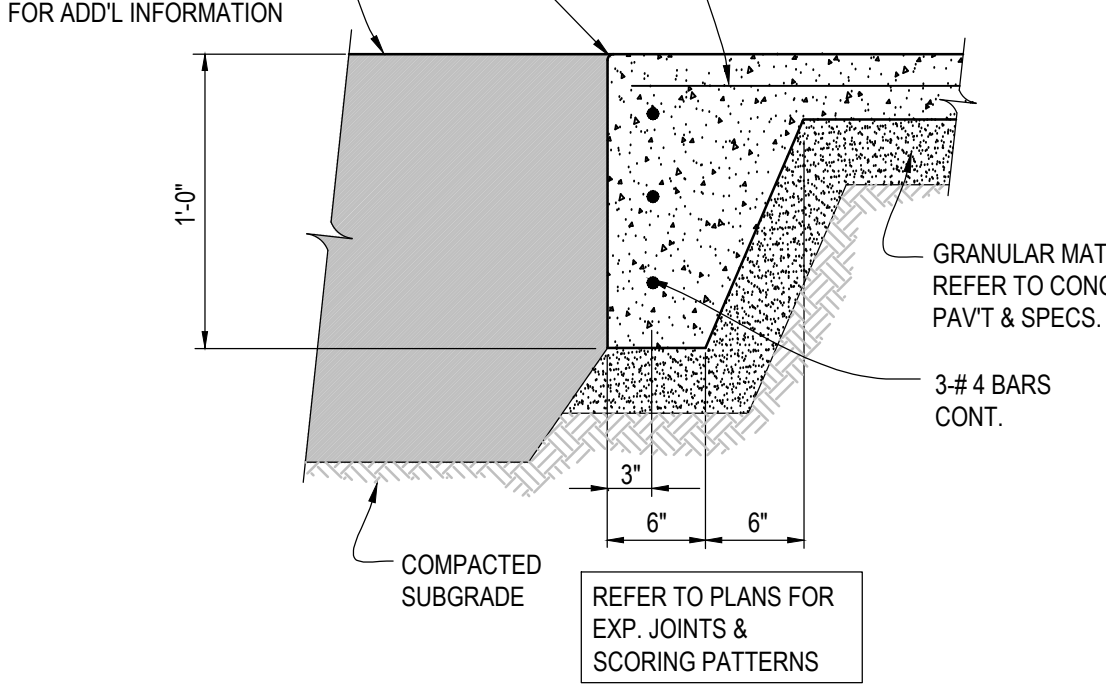
C16 EXPANSION & CONTROL JOINT
SCALE: N.T.S.



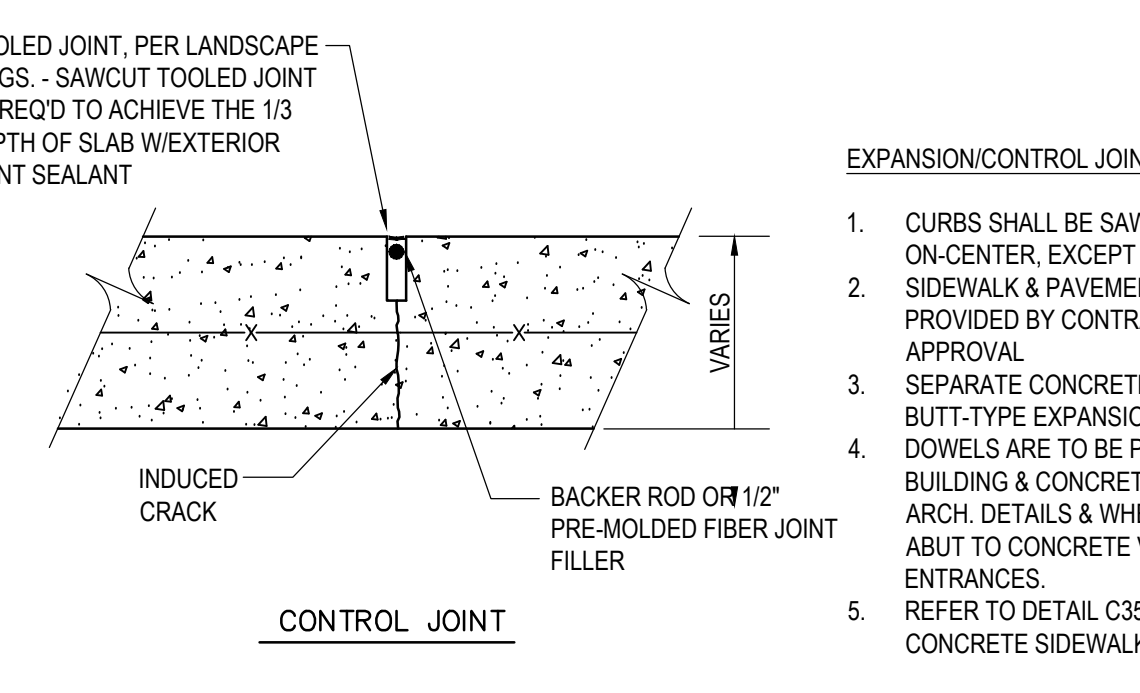
P1 SLOPED CONCRETE
SCALE: N.T.S.



C60 STEEL PIPE CONCRETE FILLED BOLLARD
SCALE: N.T.S.



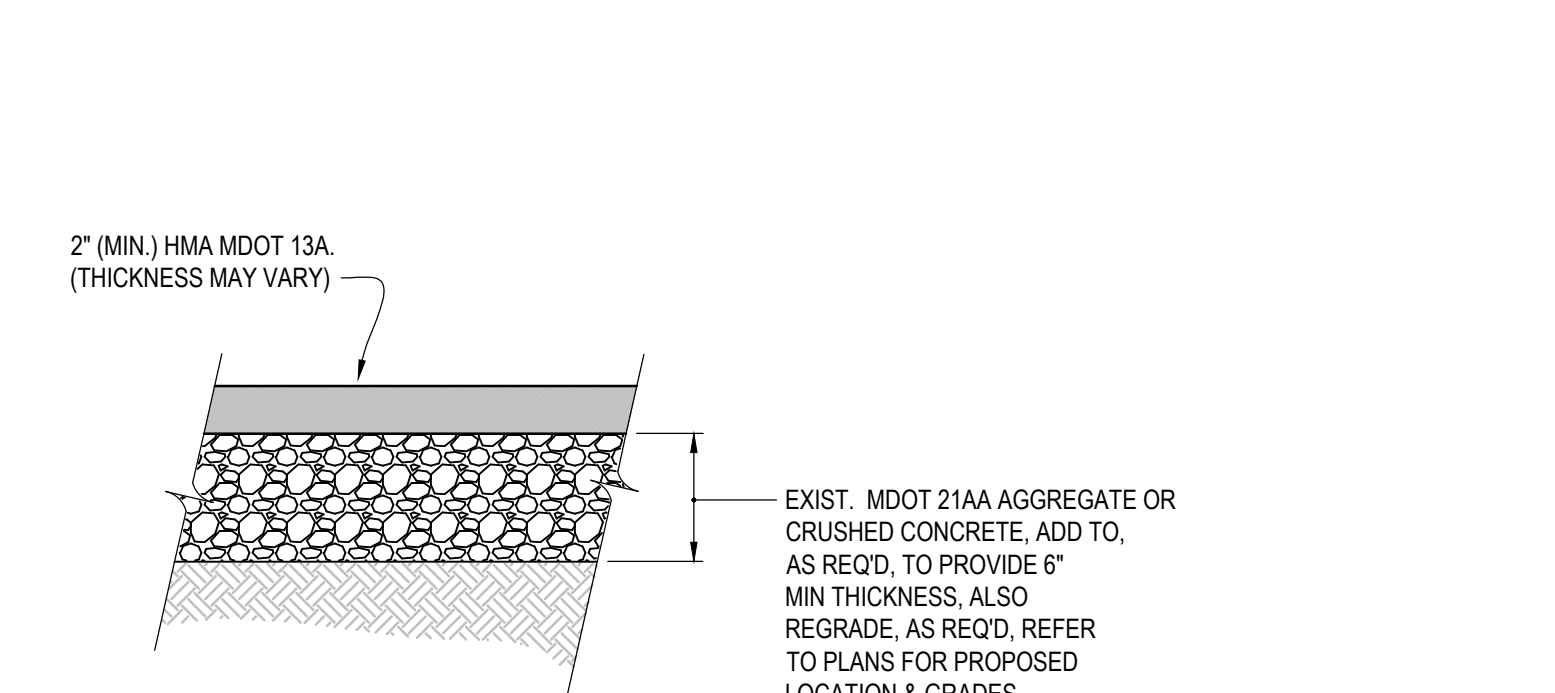
C28 CONCRETE FLUSH TURNED DOWN WALK
SCALE: N.T.S.



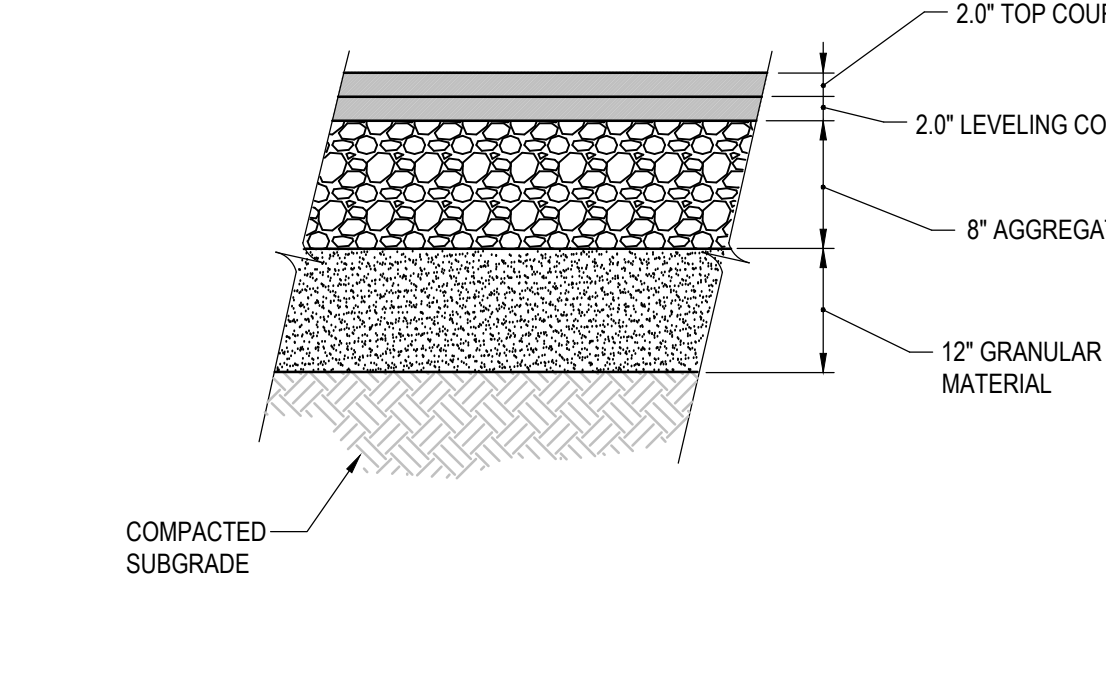
C16 EXPANSION & CONTROL JOINT
SCALE: N.T.S.



A27 TEMPORARY ASPHALT CAP
SCALE: N.T.S.



A5 HEAVY DUTY BITUMINOUS PAVEMENT
SCALE: N.T.S.



A5 HEAVY DUTY BITUMINOUS PAVEMENT
SCALE: N.T.S.

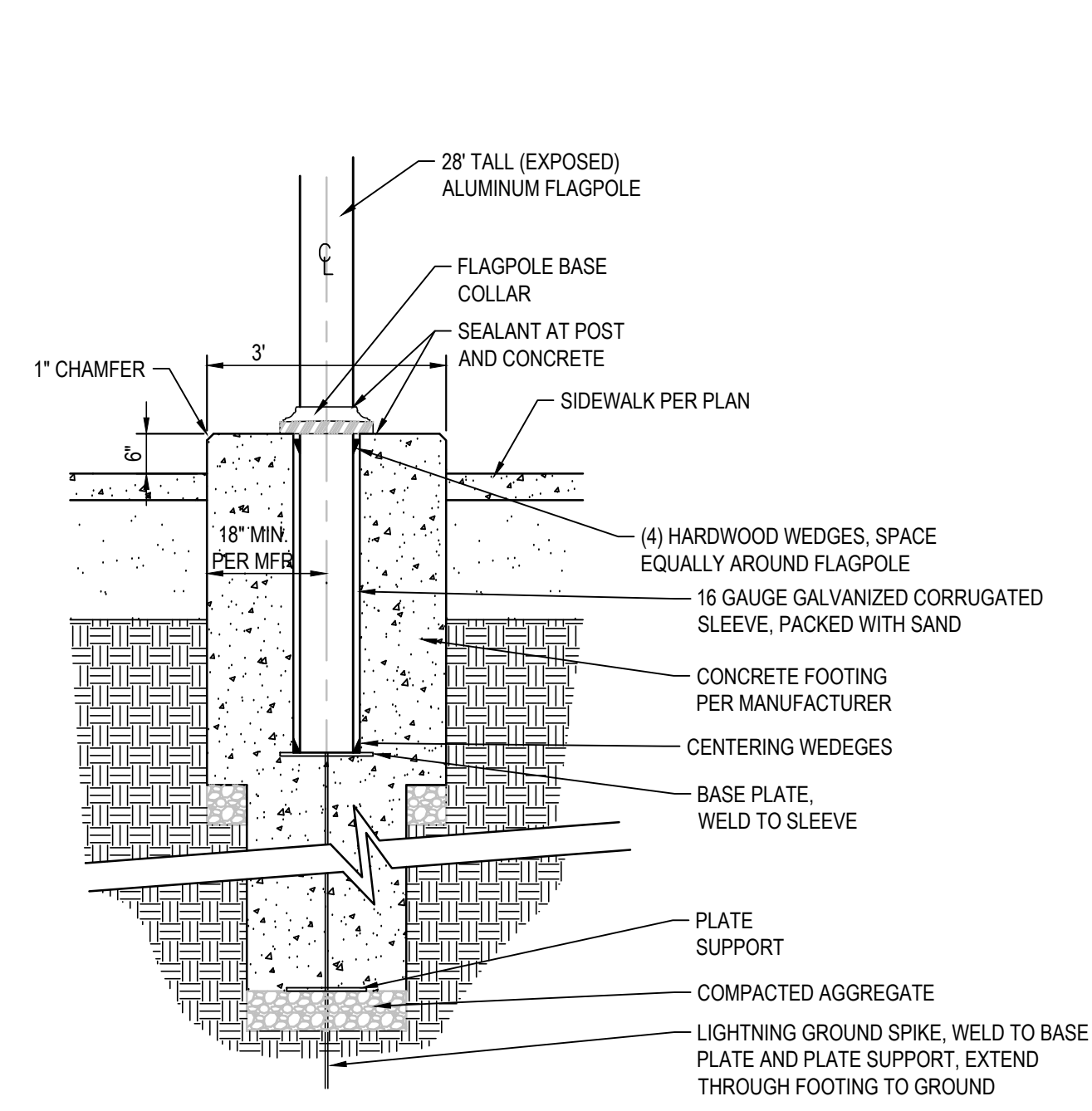
- EXPANSION/CONTROL JOINT NOTES**
- CURBS SHALL BE SAWCUT OR TOOLED AT 10' ON-CENTER, EXCEPT WHERE EXP. JOINTS ARE REQ'D.
 - SIDEWALK & PAVEMENT JOINTS PATTERN TO BE PROVIDED BY CONTRACTOR FOR REVIEW AND APPROVAL.
 - SEPARATE CONCRETE POURS WILL REQUIRE BUTT-TYPE EXPANSION JOINTS.
 - DOWELS ARE TO BE PLACED IN EXPANSION JOINTS AT BUILDING & CONCRETE STOOPS INTERFACE REFER TO ARCH. DETAILS & WHERE HEAVY DUTY SIDEWALKS ABUT TO CONCRETE VALLEY GUTTERS AT DRIVEWAY ENTRANCES.
 - REFER TO DETAIL C35 FOR DOWELS INTO EXISTING CONCRETE SIDEWALKS.

BUTT-TYPE EXPANSION JOINT
 CONTROL JOINT
 TOOLED JOINT, PER LANDSCAPE DWGS. - SAWCUT TOOLED JOINT AS REQ'D TO ACHIEVE THE 1/3 DEPTH OF SLAB W/EXTERIOR JOINT SEALANT
 INDUCED CRACK
 BACKER ROD OR 1/2" PRE-MOLDED FIBER JOINT FILLER
 DOWEL BAR SHALL BE 16" LONG, #4 SMOOTH BAR, CENTERED VERTICALLY & PLACED @ 12" C/C IN CONC. WALKWAYS & 24" C/C IN DRIVEWAYS, REFER TO NOTE #4 FOR LOCATION

ARCH'D 24" x 36" Approved: JPR Checked: JPR Designer: CMV Project Management Initials: C B A
 Last Plot: 4/9/2019 7:42:04 AM Job: Untitled
 Filename: G:\GrandRapids\DCS\Projects\BOL\60584275_Twp\Plan\0600_CAD_GIS\10_CAD20-SHEET(S)C-137 - SITE DETAILS.dwg

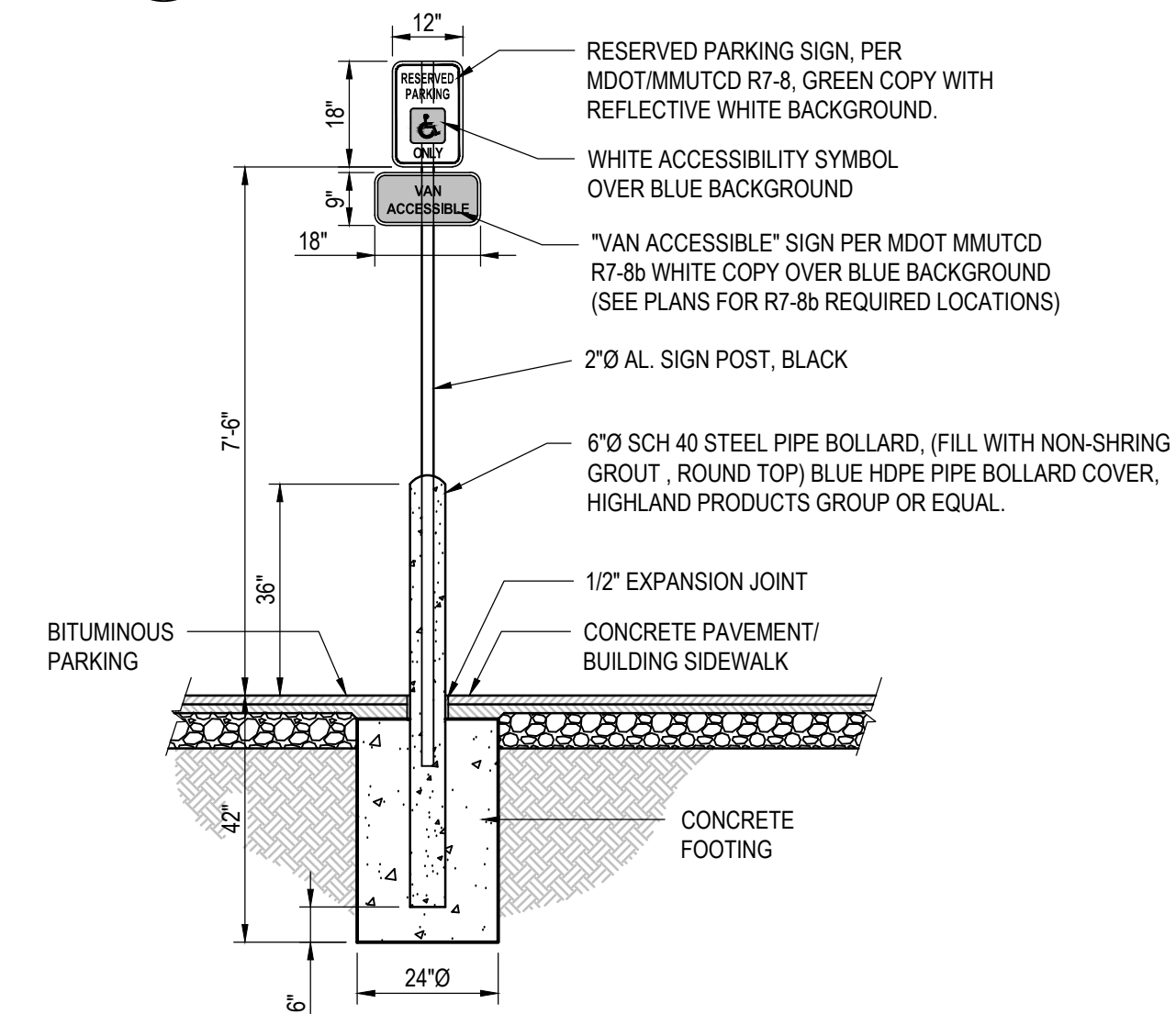
ISSUE/REVISION

NO.	DATE	DESCRIPTION
1	2019.04.09	PD STAGE 1 SUBMITTAL

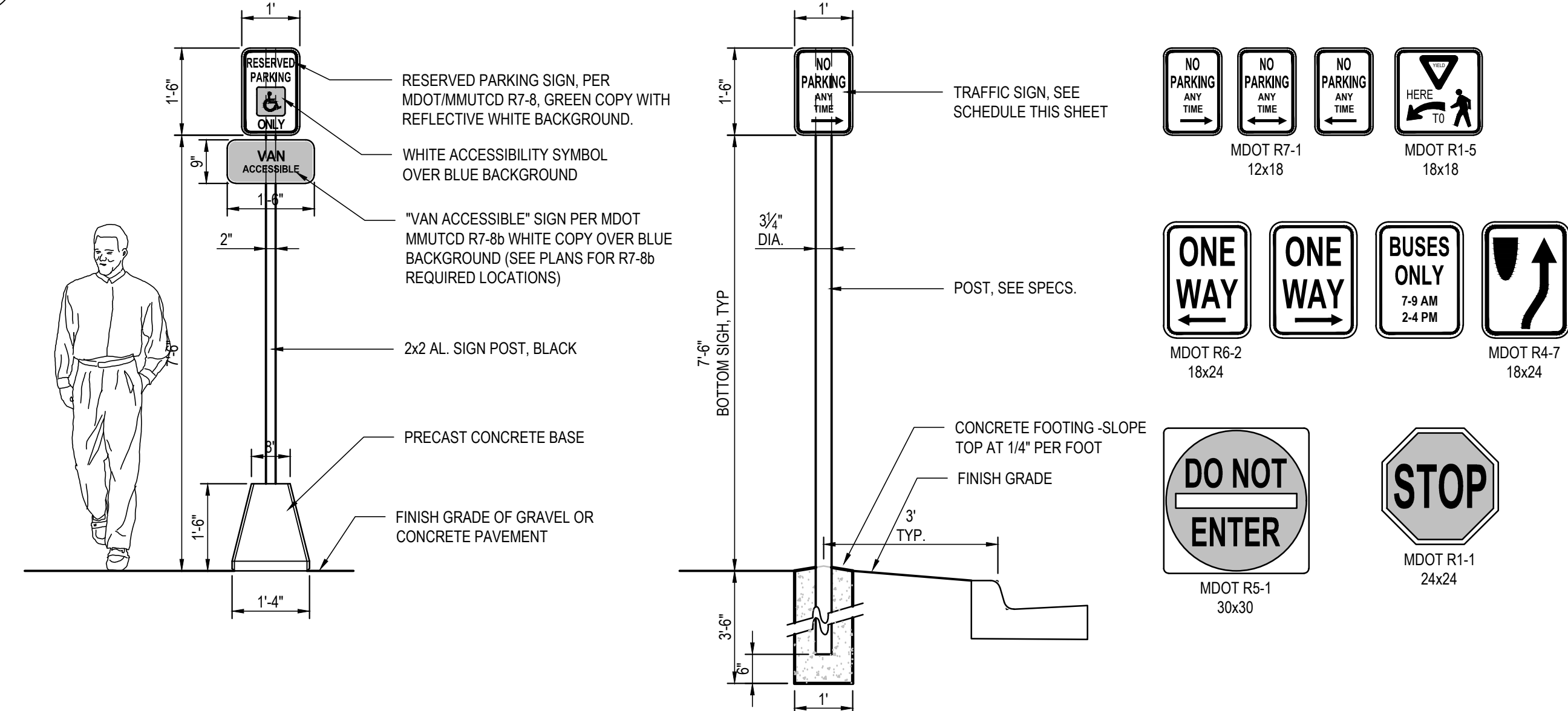


FOOTING SHOWN IS A TYPICAL FLAGPOLE INSTALLATION. CONTRACTOR TO INSTALL FLAGPOLE PER MANUFACTURERS RECOMMENDATIONS.

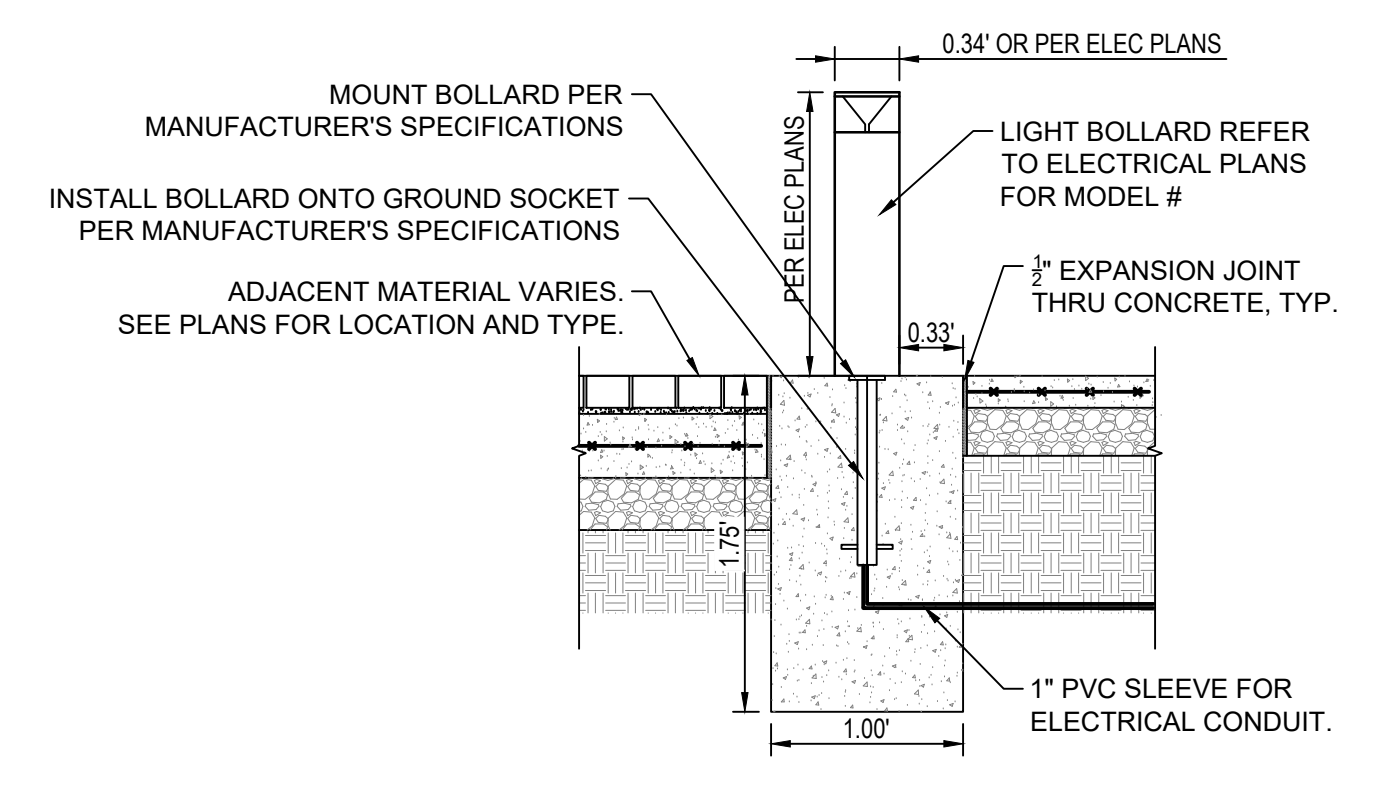
P2 FLAG POLE
SCALE: N.T.S.



S1 BARRIER FREE AND TRAFFIC SIGNS
SCALE: N.T.S.

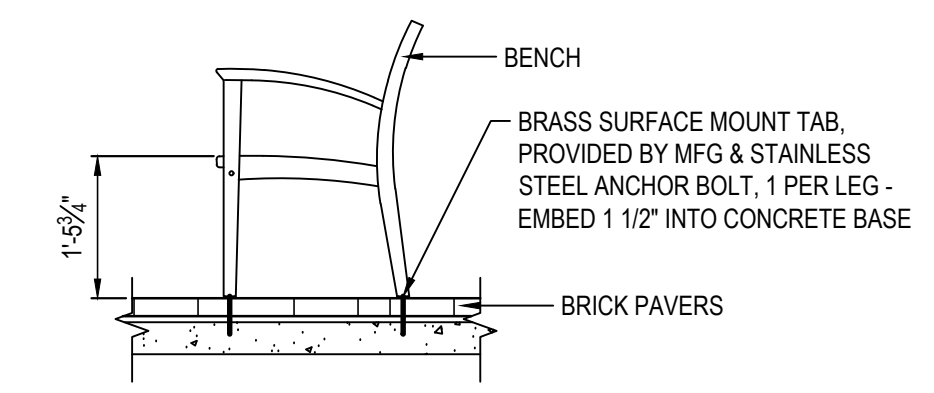


S2 MISC SIGNAGE
SCALE: N.T.S.

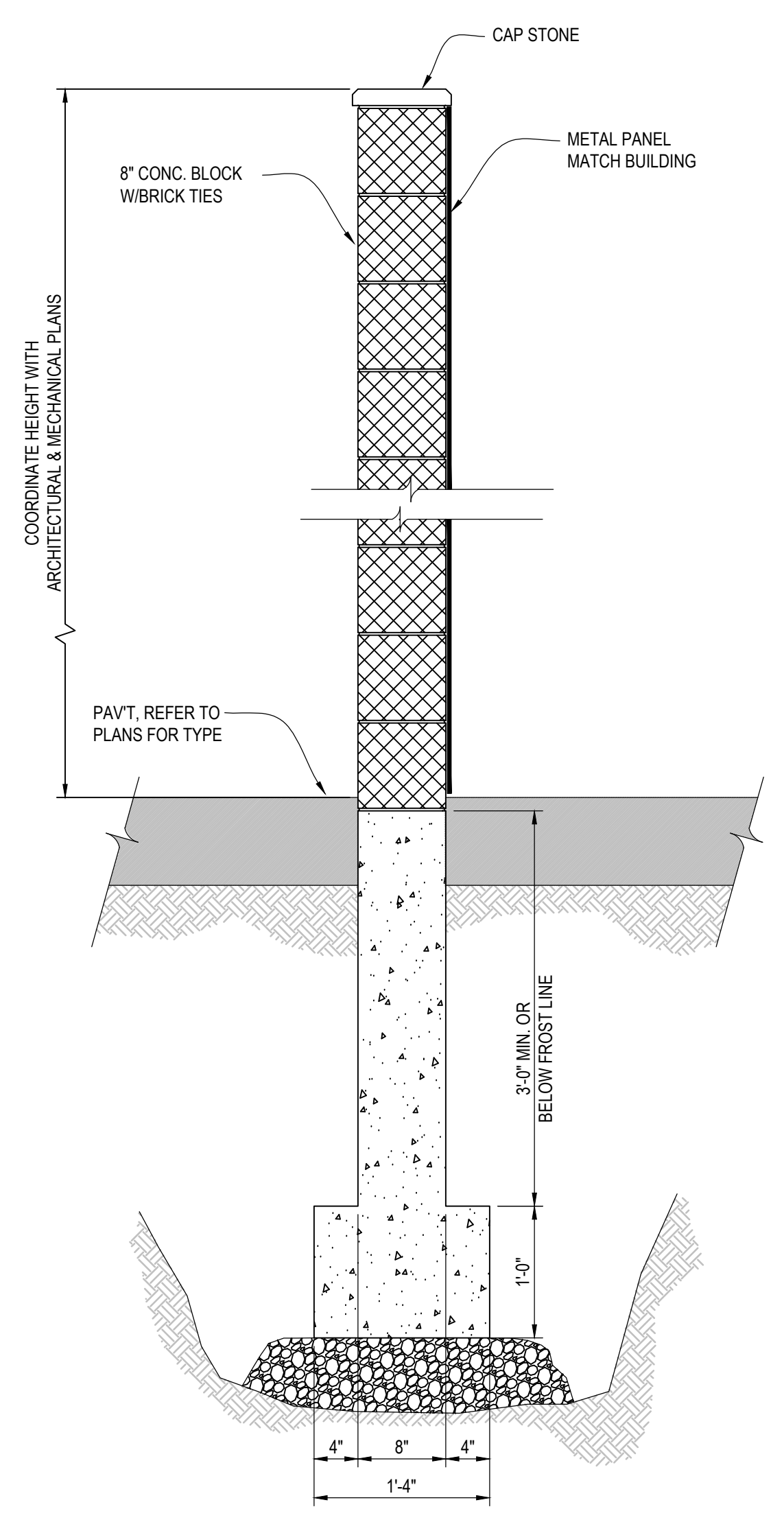


NOTES:
1. SEE ELECTRICAL PLANS AND SCHEDULE FOR BOLLARD TYPE.
2. POWDER COAT COLOR TO MATCH PEDESTRIAN LIGHT POWDER COAT COLOR.

P11 LIGHT BOLLARD
SCALE: N.T.S.



P11 BENCH
SCALE: N.T.S.



M11 CONCRETE BLOCK MECHANICAL SCREEN WALL
SCALE: N.T.S.

ARCH'D 24" x 36"
 Approved:
 Checked: JPR
 Designer: CMV
 Project Management Initials:
 B
 A
 Last Plotter: 4/20/19 7:44:40 AM, d:\ad\introduction
 Filename: G:\GrandRapids\GIS\Projects\BOL\60584275_Twp\PH0\0600_CAD_GIS\10_CAD\30-SHEET\SC-330
 - SITE GRADING PLAN.dwg

SITE GRADING LEGEND

- SPOT ELEVATION $\times \frac{900.00}{511}$
- FLOW DIRECTION WITH GRADE \rightarrow 2%
- SLOPE LABEL $\frac{3:1}{\text{---}}$
- SWALE/DITCH OR DIVERSION DITCH ---
- GRADE BREAK --- GB ---
- CONTOUR LINE --- 900 ---
- DAYLIGHT LINE (LIMITS OF GRADING) --- O ---
- PAVT RIDGE LINE --- R ---
- ROCK CHECK DAM --- [---] ---
- CULVERT END SECTION WRIP-RAP --- [---] ---
- HYDRANT & VALVE --- (---) ---
- MANHOLE --- (---) ---
- CLEANOUT --- (---) ---
- CATCH BASIN --- [---] ---
- CURB INLET --- [---] ---
- YARD DRAIN --- (---) ---
- AREA DRAIN --- (---) ---
- LEACHING BASIN --- (---) ---
- TRENCH DRAIN --- [---] ---

TP=TOP OF PAVT
 TC=TOP OF CONC.
 TW=TOP OF WALL
 SW=SIDEWALK
 GRD=GROUND SPOT
 BIT=BITUMINOUS PAVT
 RIM=UTILITY STRUCTURE

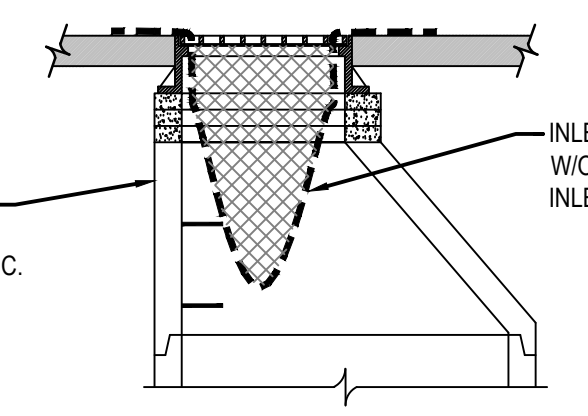
REFER TO SPECIFICATIONS FOR ADDITIONAL ABBREVIATIONS FOR CIVIL/SITE AMENITIES

ALL TEXT & FEATURES SHOWN SCREENED ARE EXISTING

MACDC KEYING SYSTEM SESC MEASURES

KEY	SESC MEASURE	SYMBOL
60	STORM DRAIN INLET PROTECTION	

REFER TO PLANS FOR LOCATIONS OF SOIL EROSION CONTROL MEASURES. MEASURES NOTED ABOVE CORRESPOND WITH THE MICHIGAN ASSOCIATION OF COUNTY DRAIN COMMISSIONERS EROSION CONTROL MEASURES CLASSIFICATIONS



REFER TO PLANS FOR LOCATIONS OF ANY TYPE OF STORM SYSTEM STRUC. REQUIRING SEDIMENT PROTECTION

60 SOIL EROSION CONTROL INLET PROTECTION
SCALE: N.T.S.

BENCHMARKS
 1. TOP OF BRONZE DISK IN CONCRETE MONUMENT STAMPED "82651 2006" LOCATED 14± WEST OF THE WEST BACK OF CURB OF KIRK PROFIT DRIVE, 95± SOUTH OF THE NORTH BUILDING FACE OF HANGAR 1 OF THE WILLOW RUN AIRPORT
 ELEV. = 717.56 (NAVD88)
 REFER TO SHEET C-001 DCA SURVEY No 19958 FOR ADDITIONAL HORIZONTAL AND VERTICAL CONTROL.

AECOM

PROJECT
 YANKEE AIR MUSEUM
 PLANNED DEVELOPMENT
 SITE PLAN PACKAGE

CLIENT
 MICHIGAN AEROSPACE FOUNDATION
 807 WILLOW RUN AIRPORT
 YPSILANTI, MI 48198
 www.michigan aerospace.org

CONSULTANT
 AECOM
 3950 Sparks Drive, SE
 Grand Rapids, Michigan 49546
 616.574.8500 tel 616.574.8542 fax
 www.aecom.com

REGISTRATION

ISSUE/REVISION

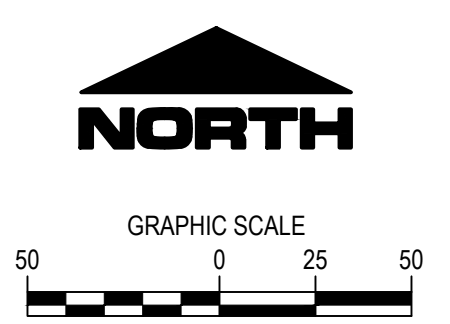
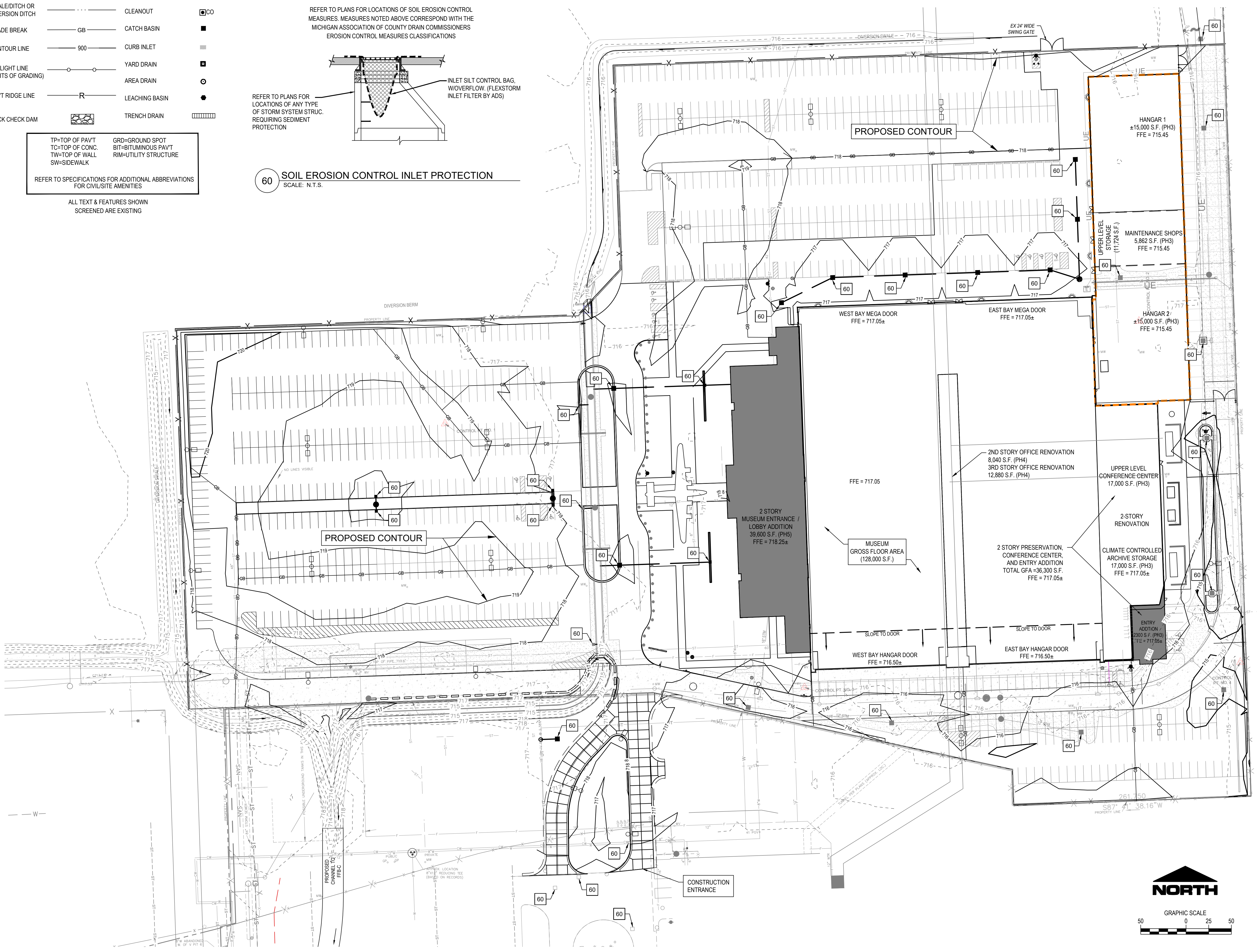
NO.	DATE	DESCRIPTION
1	2019.04.09	PD STAGE 1 SUBMITTAL

KEY PLAN

PROJECT NUMBER
12944714 & 60594278

SHEET TITLE
SITE GRADING & SESC PLAN

SHEET NUMBER
C-330

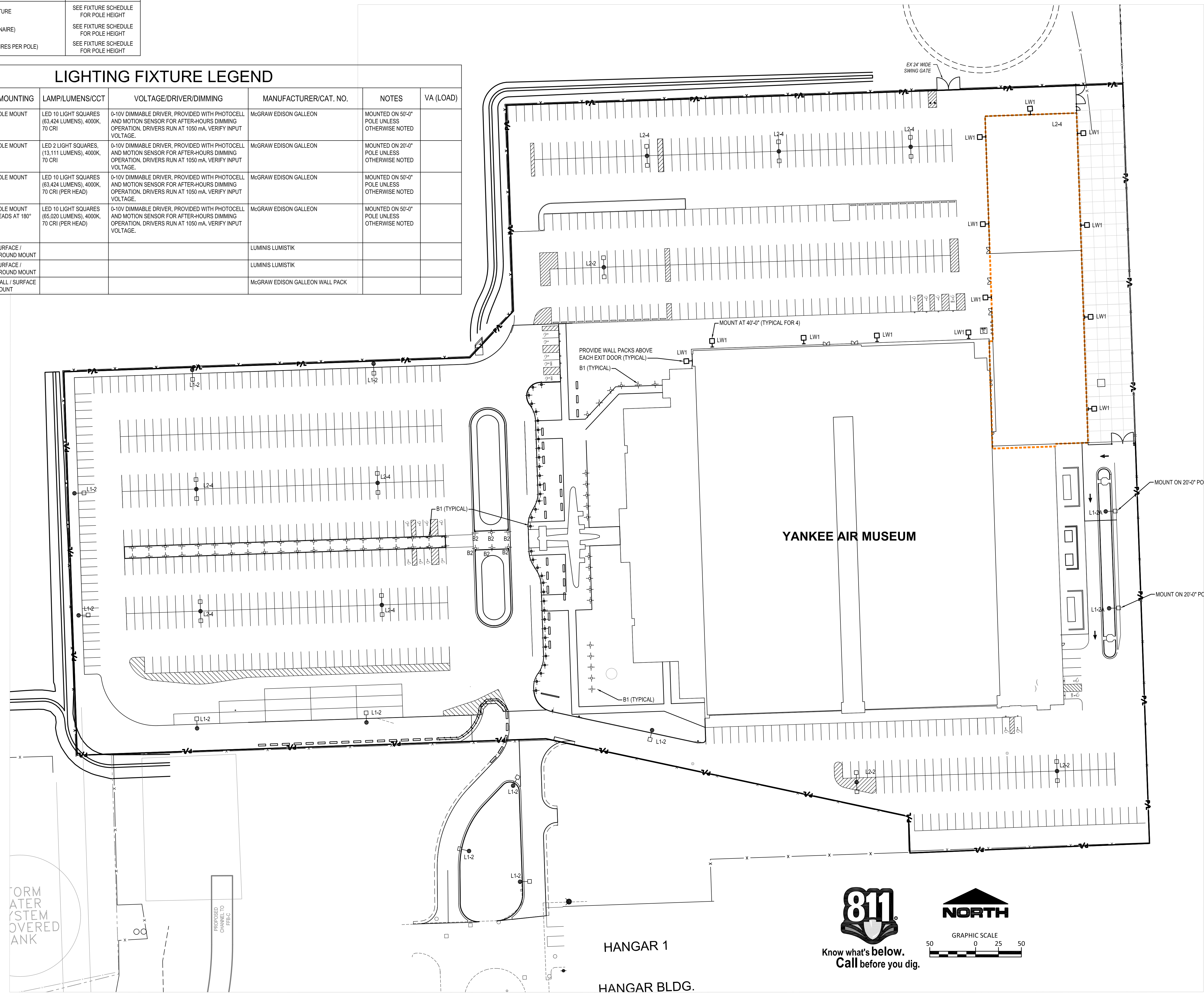


SITE LIGHTING LEGEND

SYMBOL	DESCRIPTION	MOUNTING HEIGHT/NOTE
	BOLLARD OR POST TOP LIGHTING FIXTURE	SEE FIXTURE SCHEDULE FOR POLE HEIGHT
	SITE LIGHTING FIXTURE (SINGLE LUMINAIRE)	SEE FIXTURE SCHEDULE FOR POLE HEIGHT
	SITE LIGHTING FIXTURE (TWO LUMINAIRES PER POLE)	SEE FIXTURE SCHEDULE FOR POLE HEIGHT

LIGHTING FIXTURE LEGEND

TYPE	DESCRIPTION	MOUNTING	LAMP/LUMENS/CCT	VOLTAGE/DRIVER/DIMMING	MANUFACTURER/CAT. NO.	NOTES	VA (LOAD)
L1-2	LED SITE LIGHT, TYPE II DISTRIBUTION, SINGLE HEAD, MOUNTED ON POLE	POLE MOUNT	LED 10 LIGHT SQUARES (63,424 LUMENS), 4000K, 70 CRI	0-10V DIMMABLE DRIVER, PROVIDED WITH PHOTOCELL AND MOTION SENSOR FOR AFTER-HOURS DIMMING OPERATION. DRIVERS RUN AT 1050 mA. VERIFY INPUT VOLTAGE.	McGRAW EDISON GALLEON	MOUNTED ON 50'-0" POLE UNLESS OTHERWISE NOTED	
L1-2A	LED SITE LIGHT, TYPE II DISTRIBUTION, SINGLE HEAD, MOUNTED ON POLE	POLE MOUNT	LED 2 LIGHT SQUARES, (13,111 LUMENS), 4000K, 70 CRI	0-10V DIMMABLE DRIVER, PROVIDED WITH PHOTOCELL AND MOTION SENSOR FOR AFTER-HOURS DIMMING OPERATION. DRIVERS RUN AT 1050 mA. VERIFY INPUT VOLTAGE.	McGRAW EDISON GALLEON	MOUNTED ON 20'-0" POLE UNLESS OTHERWISE NOTED	
L2-2	LED SITE LIGHT, TYPE II DISTRIBUTION, DOUBLE HEAD, MOUNTED ON POLE	POLE MOUNT	LED 10 LIGHT SQUARES (63,424 LUMENS), 4000K, 70 CRI (PER HEAD)	0-10V DIMMABLE DRIVER, PROVIDED WITH PHOTOCELL AND MOTION SENSOR FOR AFTER-HOURS DIMMING OPERATION. DRIVERS RUN AT 1050 mA. VERIFY INPUT VOLTAGE.	McGRAW EDISON GALLEON	MOUNTED ON 50'-0" POLE UNLESS OTHERWISE NOTED	
L2-4	LED SITE LIGHT, TYPE IV DISTRIBUTION WIDE, DOUBLE HEAD, MOUNTED ON POLE	POLE MOUNT HEADS AT 180°	LED 10 LIGHT SQUARES (65,020 LUMENS), 4000K, 70 CRI (PER HEAD)	0-10V DIMMABLE DRIVER, PROVIDED WITH PHOTOCELL AND MOTION SENSOR FOR AFTER-HOURS DIMMING OPERATION. DRIVERS RUN AT 1050 mA. VERIFY INPUT VOLTAGE.	McGRAW EDISON GALLEON	MOUNTED ON 50'-0" POLE UNLESS OTHERWISE NOTED	
B1	LED 42" CYLINDRICAL BOLLARD WITH 12" ILLUMINATED TOP	SURFACE / GROUND MOUNT			LUMINIS LUMISTIK		
B2	LED 42" CYLINDRICAL BOLLARD WITH 27" ILLUMINATED TOP	SURFACE / GROUND MOUNT			LUMINIS LUMISTIK		
LW1	LED WALL PACK	WALL / SURFACE MOUNT			McGRAW EDISON GALLEON WALL PACK		



PROJECT
 YANKEE AIR MUSEUM
 SITE PLAN INFRASTRUCTURE
 PACKAGE

CLIENT
 MICHIGAN AEROSPACE FOUNDATION
 807 WILLOW RUN AIRPORT
 YPSILANTI, MI 48198
 www.michigan aerospace.org

CONSULTANT
 AECOM
 3950 Sparks Drive, SE
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 616.574.8500 tel 616.574.8542 fax
 www.aecom.com

REGISTRATION

ISSUE/REVISION

NO.	DATE	DESCRIPTION
5	04/09/2019	PD STAGE 1 SUBMITTAL
4	12/27/2018	REV. PD1 REVIEW / APPROVAL
3	04/12/2018	PD STAGE 2 - SUBMITTAL # 2
2	01/15/2018	PD STAGE 2 - FINAL SITE PLAN
1	12/15/2017	PD STAGE 2 - PRELIMINARY REVIEW
NR	DATE	DESCRIPTION

KEY PLAN

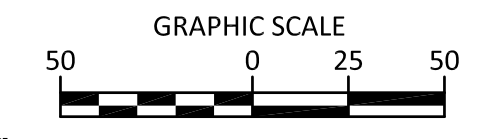
PROJECT NUMBER
 12944714

SHEET TITLE
 SITE PLAN - LIGHTING

SHEET NUMBER
 E-100



Know what's below.
 Call before you dig.



REGISTRATION

ISSUE/REVISION

NO.	DATE	DESCRIPTION
5	04/09/2019	PD STAGE 1 SUBMITTAL
4	12/27/2018	REV. PD1 REVIEW / APPROVAL
3	04/12/2018	PD STAGE 2 - SUBMITTAL # 2
2	01/15/2018	PD STAGE 2 - FINAL SITE PLAN
1	12-15-2017	PD STAGE 2 - PRELIMINARY REVIEW
NR	DATE	DESCRIPTION

KEY PLAN

PROJECT NUMBER

12944714

SHEET TITLE

SITE PLAN - LIGHTING CALCULATIONS

SHEET NUMBER

E-100A

ARCH: E1 307' x 42' Approved: Designer: SRS Checked: C Project Management Initials: B A
 Last Plotted: 4/8/2019 10:56:52 AM User: schmidt File Name: G:\GrandRapids\Projects\12944714\GAD\PLT\REVISED PD1 - SITE PLAN E-100 - PD STAGE 2 SITE LIGHTING PLANNING



GAP GALLEON
PEDESTRIAN
LUMINAIRE

WALL MOUNTED LUMINAIRES



GAN
GALLEON LED

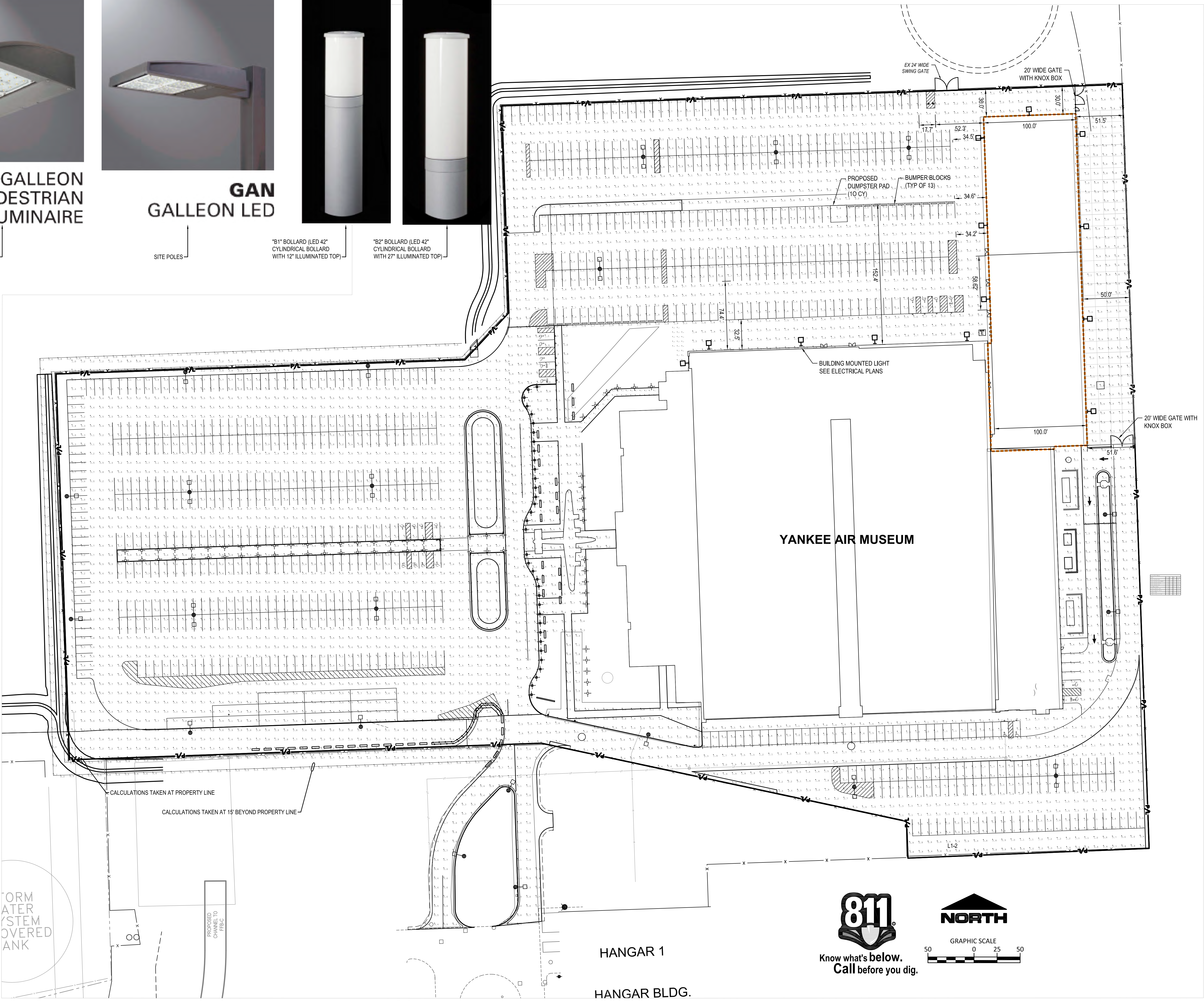
SITE POLES



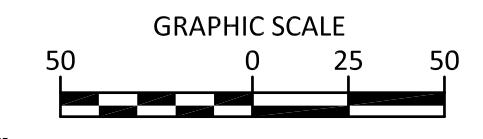
"B1" BOLLARD (LED 42" CYLINDRICAL BOLLARD WITH 12" ILLUMINATED TOP)



"B2" BOLLARD (LED 42" CYLINDRICAL BOLLARD WITH 27" ILLUMINATED TOP)



Know what's below.
 Call before you dig.



ISSUE/REVISION

NO.	DATE	DESCRIPTION
1	2019.04.09	PD STAGE 1 SUBMITTAL

KEY PLAN

PROJECT NUMBER
 12944714 & 60596910

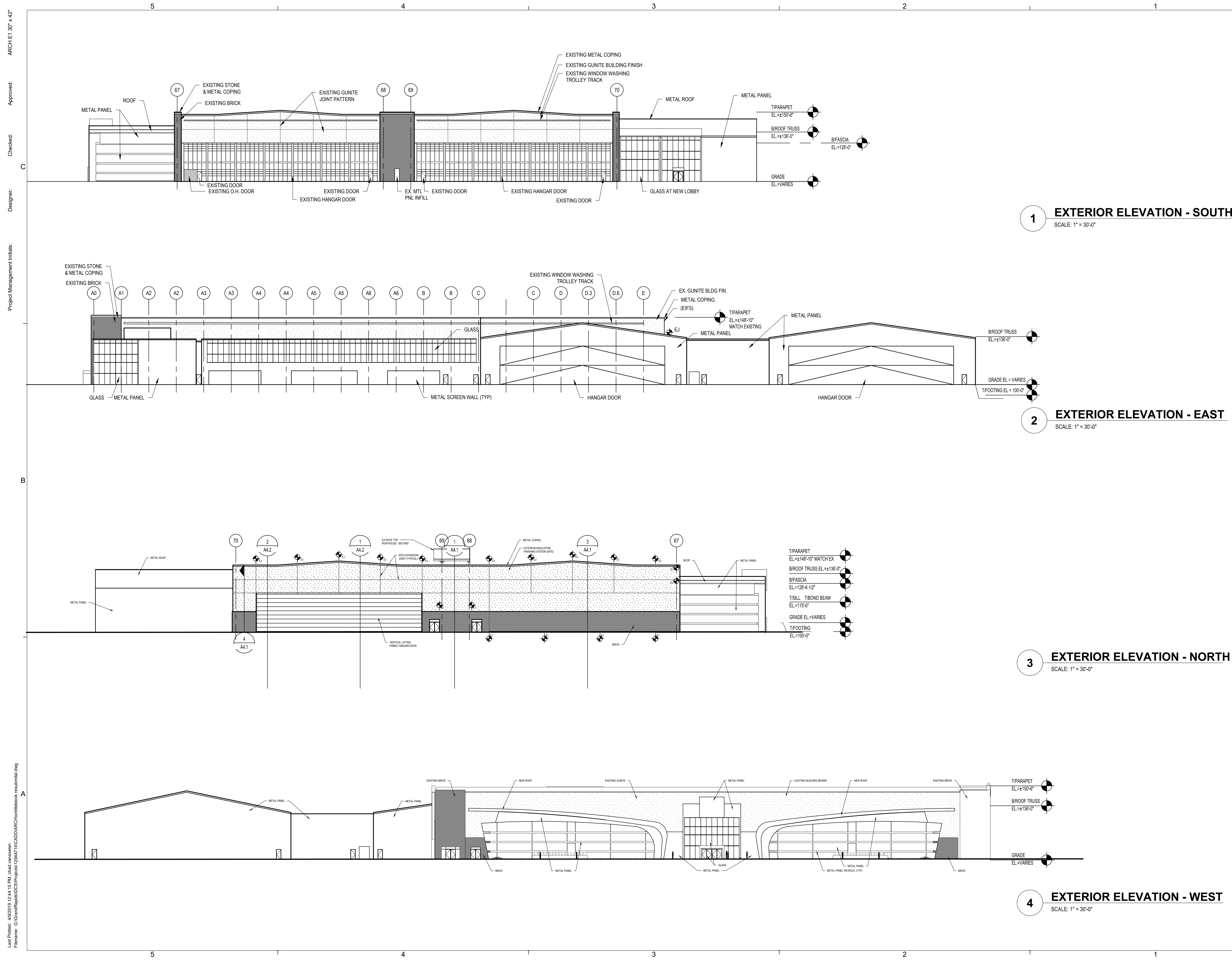
SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

A201

NOT FOR CONSTRUCTION



1 EXTERIOR ELEVATION - SOUTH
 SCALE: 1" = 30'-0"

2 EXTERIOR ELEVATION - EAST
 SCALE: 1" = 30'-0"

3 EXTERIOR ELEVATION - NORTH
 SCALE: 1" = 30'-0"

4 EXTERIOR ELEVATION - WEST
 SCALE: 1" = 30'-0"

ARCH: EI 30" x 42"
 Approved:
 Checked:
 Designer:
 Project Management Initials:
 B
 A
 Last Plotter: 4/9/2019 12:44:15 PM, chad_watson
 Filename: G:\GrandRapids\DCS\Projects\12944714\CADD\ARCH\Exterior\block_resubmit.dwg

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

**Staff Report
Yankee Air Museum
1 Liberator Way
Planned Development (PD) Stage I Amendment**

May 21st, 2019

CASE LOCATION AND SUMMARY

The Office of Community Standards is in receipt of a revised PD Stage I for the Yankee Air Museum. The Yankee Air Museum received PD Stage I approval and rezoning in May 2015. The original Stage I was approved with the understanding from the both the applicant and the township that the plans for the Yankee Air Museum would evolve. In 2015, there were timing factors that required the Stage I be approved in short order to ensure the historic bomber plant was able to be saved. However, the original Stage I has expired, and overall vision for the Yankee Air Museum has changed from what was approved in Stage I. For these reasons, the applicant is proposing an amended Stage I plan.

APPLICANT

Yankee Air Museum
Dennis Norton
47884 D Street
Belleville, MI 48111

CROSS REFERENCES

Zoning Ordinance citations:

- Article XIX, Section 1900, PD Planned Development Regulations
- Article XXI, Section 2115, Site Plan Review

SUBJECT SITE USE, ZONING AND COMPREHENSIVE PLAN

The Comprehensive Plan designates this site for Industrial. The site is currently zoned PD, Planned Development which is in compliance with the current master plan designation.

Aerial Photograph



ADJACENT USES, ZONING AND COMPREHENSIVE PLAN

Direction	Use	Zoning	Master Plan
North	American Center for Mobility	I-C	Industrial
South	Willow Run Hangar	I-C	Industrial
East	Van Buren Township	N/A	N/A
West	American Center for Mobility	I-C	Industrial

NATURAL FEATURES

The site has historically been used for industrial and devoid of any natural resources.

ANALYSIS

The plan has been reviewed by Township staff and consultants in accordance with our usual procedures. We offer the following comments for your consideration.

Planning Department – Planning consultant Benjamin Carlisle has provided recommendation for approval in the review letter dated May 3rd, 2019 with the following conditions:

1. Confirm with the Fire Marshal that fire access is sufficient.
2. Confirm with Washtenaw County Road Commission if a traffic study is required.
3. Execute a Development Agreement which includes language that prohibits coinciding big events at the museum and conference center.
4. Submit the following items as part of the Phase II submittal:
 - a. Fence detail of fence to be installed by ACM (Provided on May 6th, 2019 by the applicant)
 - b. Detail of proposed Jersey Barriers
 - c. Building elevations and renderings
 - d. Signage
 - e. Dumper locations and screening details

In addition, the Planning Commission is to consider if the applicant can exceed the maximum pole height to allow for poles that are 50-feet in height and if the applicant can exceed the maximum footcandle rating of 1.0 along portions of the property line. Planner Carlisle recommends the Planning Commission approve the two lighting deviations.

Engineering Department – Engineering consultant Eric Humesky has provided a recommendation of denial for preliminary site plan approval in the letter dated April 29th, 2019. On May 6th, 2019, the applicant’s engineer provided a response letter addressing several of the comments in Engineer Humesky’s April 29th, 2019 letter. On May 16th, 2019, Engineer Humesky provides comments that shall be resolved prior to final site plan approval.

Fire Department – Fire Marshal Daniel Kimball approved the preliminary site plan conditionally as submitted in the letter dated February 21st, 2019. The applicant will need to provide turning radius at the east front entrance to meet IFC 2012 Appendix D.

YCUA – Engineering Manager Scott Westover granted preliminary site plan approval in his review letter dated May 21st, 2019.

Road Commission – Project Manager Gary Streight stated the site plan will not require a permit from their office as there is no work proposed within the public right-of-way and there will not be a significant impact to the road network in his February 8th, 2019 review letter. Project Manager Streight stated that a Traffic Study would not be required over the phone on May 3rd, 2019. All final approvals and permits shall be obtained from the Washtenaw County Road Commission prior to construction.

Water Resources Commission – Storm Water Engineer Theresa Marsik provided preliminary site plan approval in her April 29th, 2019 review letter. All final approvals and permits shall be obtained from the Washtenaw County Water Resources Commission prior to construction.

Suggested motions: The following suggested motions and conditions are provided to assist the Planning Commission in making the most appropriate motion for this application. The Commission may utilize, add or reject any conditions suggested herein, as they deem appropriate.

Motion to table:

“I move to table the recommendation to the Township Board of Trustees considering the Planned Development (PD) Stage 1 Amendment for the construction of a 266,544 square foot building including a museum, a conference center, and aircraft hangars for a site located at 1 Liberator Way, parcel K-11-12-100-007.”

Motion to approve:

“I move to approve the recommendation to the Township Board of Trustees considering the Planned Development (PD) Stage 1 Amendment for the construction of a 266,544 square foot building including a museum, a conference center, and aircraft hangars for a site located at 1 Liberator Way, parcel K-11-12-100-007. This motion is further made with the following conditions:

1. Execute a Development Agreement that includes language that prohibits coinciding big events at the museum and conference center.
2. The applicant will provide turning radius for the east front entrance to meet IFC 2012 Appendix D.
3. The applicant will submit the following items as part of the Phase II submittal:
 - a. Detail of proposed Jersey Barriers
 - b. Building elevations and renderings
 - c. Signage
 - d. Dumper locations and screening details
4. The applicant may exceed the maximum footcandle rating of 1.0 along portions of the property line.
5. The applicant may exceed the maximum pole height to allow for poles that are 50-feet in height.
6. All final approvals and permits shall be obtained from the Washtenaw County Road Commission and Washtenaw County Water Resources Commission prior to construction.

Motion to deny:

“I move to deny the recommendation to the Township Board of Trustees considering the Planned Development (PD) Stage 1 Amendment for the construction of a 266,544 square foot building including a museum, a conference center, and aircraft hangars for a site located at 1 Liberator Way, parcel K-11-12-100-007 due to the following reasons:”

Respectfully submitted,

Charlotte Wilson

Charlotte Wilson, AICP
Planning and Development Coordinator

**CHARTER TOWNSHIP
OF YPSILANTI
NOTICE OF PUBLIC HEARING**

Take notice that a petition has been filed with the Ypsilanti Township Planning Commission to consider the Planned Development (PD) Stage I for the construction of a 266,544 square foot building including a museum, conference center, and aircraft hangars located at:

1 Liberator Way – K-11-12-100-007

The Planning Commission invites the public to attend a public hearing on this application to be held on **TUESDAY, MAY 28, 2019** at approximately **6:30 P.M.** in the Civic Center Board Room (7200 S. Huron River Drive) to comment on or raise objections, if any, to this petition.

The file and map are available for inspection at the Civic Center in the Office of Community Standards or call 734.485.3943 for more information. Please address written comments to: **Ypsilanti Township Planning Commission, 7200 S. Huron River Drive, Ypsilanti, MI 48197** or email to cwilson@ytown.org.

Legal Description

COMM NE COR SEC 12, TH S 01-27-26 W 33.00 FT TO THE NW COR OF SEC 7, T3S, R8E VAN BUREN TWP, WAYNE CO, MICHIGAN; TH N 87-37-30 E, 33.07 FT, TH S 01-27-26 W, 525.40 FT, TH N 89-58-35 W 1027.30 FT, TH S 00-01-25 W 892.33 FT, TH S 44-58-35 E 253.84 FT, TH S 89-58-35 E 787.98 FT, TH S 01-27-26 W 574.39 FT FOR A POB, TH S 01-27-26 W 477.35 FT, TH S 00-02-43 W 352.56 FT, TH S 89-42-46 W 141.66 FT, TH N 40.00 FT, TH N 75-54-30 W 404.79 FT, TH W 512.11 FT, TH N 00-02-00 E 418.67 FT, TH S 89-58-00 E 443.50 FT, TH N 45-02-00 E 69.30 FT, TH N 00-02-00 E 224.85 FT, TH S 89-58-00 E 565.84 FT TO THE POB. CONT 14.52 +/- AC PART OF E 1/2 SEC 12, T3S R7E, YPSILANTI TWP, WASHTENAW CO, MICHIGAN
TOGETHER WITH EASEMENT FOR ACCESS AND UTILITIES DESCRIBED AS: COMM AT THE NE COR OF SEC 12, TH S 01-27-26 W 33.00 FT TO THE NW COR OF SEC 7, T3S R8E, VAN BUREN TWP, WAYNE CO, MICH; TH N 87-37-30 E 33.07 FT, TH S 01-27-26 W 525.40 FT, TH N 89-58-35 W 1027.30 FT, TH S 00-01-25 W 892.33 FT, TH S 44-58-35 E 253.84 FT, TH S 89-58-35 E 881.05 FT 1403.32 FT, TH S 89-42-46 W 261.75 FT, TH N, 40.00 FT, TH N 75-54-30 W 404.79 FT, TH W 6.46 FT FOR A POB; TH S 00-01-47 E 1771.07 FT, TH ALG THE ARC OF A CUR, CONCAVE TO THE SW, AN ARC DIST OF 7.73 FT, RAD 333.61 FT (CHD BEARS N 63-57-04 W, 7.73 FT) TO A PT OF TANGENT, TH N 64-36-55 W 158.38 FT, TH N 00-01-47 W 1699.78 FT, TH E 150.00 FT TO POB. T3S R7E YPSILANTI TWP, WASHTENAW CO, MICH

YpsiTwp-1 Liberator Way

AFFIDAVIT OF PUBLICATION

CHARTER TOWNSHIP OF YPSILANTI NOTICE OF PUBLIC HEARING Take notice that a petition has been filed with the Ypsilanti Township Planning Commission to consider the Planned Development (PD) Stage I for the construction of a 266,544 square foot building including a museum, conference center, and aircraft hangars located at: 1 Liberator Way – K-11-12-100-007 The Planning Commission invites the public to attend a public hearing on this application to be held on TUESDAY, MAY 28, 2019 at approximately 6:30 P.M. in the Civic Center Board Room (7200 S. Huron River Drive) to comment on or raise objections, if any, to this petition. The file and map are available for inspection at the Civic Center in the Office of Community Standards or call 734.485.3943 for more information. Please address written comments to: Ypsilanti Township Planning Commission, 7200 S. Huron River Drive, Ypsilanti, MI 48197 or email to cwilson@ytown.org. Legal Description COMM NE COR SEC 12, TH S 01-27-26 W 33.00 FT TO THE NW COR OF SEC 7, T3S, R8E VAN BUREN TWP, WAYNE CO, MICHIGAN; TH N 87-37-30 E, 33.07 FT, TH S 01-27-26 W, 525.40 FT, TH N 89-58-35 W 1027.30 FT, TH S 00-01-25 W 892.33 FT, TH S 44-58-35 E 253.84 FT, TH S 89-58-35 E 787.98 FT, TH S 01-27-26 W 574.39 FT FOR A POB, TH S 01-27-26 W 477.35 FT, TH S 00-02-43 W 352.56 FT, TH S 89-42-46 W 141.66 FT, TH N 40.00 FT, TH N 75-54-30 W 404.79 FT, TH W 512.11 FT, TH N 00-02-00 E 418.67 FT, TH S 89-58-00 E 443.50 FT, TH N 45-02-00 E 69.30 FT, TH N 00-02-00 E 224.85 FT, TH S 89-58-00 E 565.84 FT TO THE POB. CONT 14.52 +/- AC PART OF E 1/2 SEC 12, T3S R7E, YPSILANTI TWP, WASHTENAW CO, MICHIGAN TOGETHER WITH EASEMENT FOR ACCESS AND UTILITIES DESCRIBED AS: COMM AT THE NE COR OF SEC 12, TH S 01-27-26 W 33.00 FT TO THE NW COR OF SEC 7, T3S R8E, VAN BUREN TWP, WAYNE CO, MICH; TH N 87-37-30 E 33.07 FT, TH S 01-27-26 W 525.40 FT, TH N 89-58-35 W 1027.30 FT, TH S 00-01-25 W 892.33 FT, TH S 44-58-35 E 253.84 FT, TH S 89-58-35 E 881.05 FT 1403.32 FT, TH S 89-42-46 W 261.75 FT, TH N, 40.00 FT, TH N 75-54-30 W 404.79 FT, TH W 6.46 FT FOR A POB; TH S 00-01-47 E 1771.07 FT, TH ALG THE ARC OF A CUR, CONCAVE TO THE SW, AN ARC DIST OF 7.73 FT, RAD 333.61 FT (CHD BEARS N 63-57-04 W, 7.73 FT) TO A PT OF TANGENT, TH N 64-36-55 W 158.38 FT, TH N 00-01-47 W 1699.78 FT, TH E 150.00 FT TO POB. T3S R7E YPSILANTI TWP, WASHTENAW CO, MICH 05/09

(Affidavit of Publisher)

STATE OF MICHIGAN,
ss.
COUNTY OF WASHTENAW

The undersigned, an employee of the publisher of Washtenaw County Legal News, having knowledge of the facts, being duly sworn deposes and says that a notice, a true copy of which is annexed hereto, was published in Washtenaw County Legal News a newspaper circulated in Washtenaw County on May 9, 2019 A.D.

Sheila Pursglove

Subscribed and sworn before me on this 9th day of May 2019 A.D.

Vicky Blanshard

Notary Public Washtenaw County, Michigan. My commission expires: August 9, 2020 Acting in Washtenaw County, Michigan.

Attorney: Ypsilanti Twp. - Ypsilanti Twp.
AttorneyFile#:
Notice#: 1384751



Carlisle | Wortman
ASSOCIATES, INC.

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

Date: May 3, 2019

**PD Stage I Review
For
Ypsilanti Charter Township, Michigan**

GENERAL INFORMATION

Applicant: Yankee Air Museum, INC-Dennis Norton

Project Name: Yankee Air Museum

Plan Date: January 16, 2018

Location: Historic Willow Run Airport

Zoning: PD, Planned Development

Action Requested: PD Stage I Approval

PROJECT AND SITE DESCRIPTION

An application has been submitted for a revised PD Stage I for the Yankee Air Museum. The Yankee Air Museum received PD Stage I approval and rezoning in May 2015. The original Stage I was approved with the understanding from the both the applicant and the township that the plans for the Yankee Air Museum would evolve. In 2015, there were timing factors that required the Stage I be approved in short order to ensure the historic bomber plant was able to be saved. However, the original Stage I has expired, and overall vision for the Yankee Air Museum has changed from what was approved in Stage I. For these reasons, the applicant is proposing an amended Stage I plan.

Significant changes from approved Stage I to the revised Stage I application include:

	Approved PD Stage 1	Revised PD Stage 1	Notes
Uses	Museum	Museum, Conference Center, and Aircraft Hangers	The Conference Center use was not included in the PD Stage 1 approval or noted in the Development Agreement
Square Footage	144,000 sq/ft (DA) / 159,000 sq/ft (site plan) + undetermined mezzanine sq/ft	266,544 sq/ft	There is some discrepancy between the Approved PD Stage 1 (159,000 sq/ft on plans) and Development Agreement (144,000 sq/ft). Plus the square footage for the PD Stage 1 approval and Development Agreement does not account for mezzanine office square footage.
Parking	597 spaces	902 spaces	Parking increase is due to added use of Conference Center

The PD Stage I submittal has been modified to include a two (2) 15,000 sq/ft hangers and maintenance shops, renovation of the Annex with an upper story conference center, and a new conference center entry on the southeast corner of the building.

The Planning Commission is to review the revised PD Stage I, hold a public hearing, and make a recommendation to the Township Board. If the Township Board approves the PD Stage I submittal, a revised Development Agreement will be created.

Location:



PHASING

The Yankee Air Museum is the renovation of the existing historic Willow Run bomber plant with a building addition. At full buildout the Yankee Air Museum and associated conference center will total 266,000 sq/ft, with an associated 902 parking spaces. The buildout will be completed in five phases. A detailed phasing plan is provided on pages C-004 and C-005 of the plan set. The major milestones of each phase include:

- Phase 1 (completed in 2015): Installation of new hanger door, and a new permanent wall on the west end of the north wall.
- Phase 2 (completed in 2017): Installation of a groundwater collection system by RACER Trust, storm sewer, roof connections, and sanitary sewer pipe to serve the Preservation and Conference Center.
- Phase 3 (not started):
 - Construction of two 15,000 sq/ft hangers to house the existing Yankee Air Museum flyable aircraft and a 11,000 sq/ft work shop. A new access drive will be installed along the south and east side of the building to provide access to the hangers.
 - Renovations of the Annex to be used for the Conference Center.
 - Extension of Kirk Profit Drive to the site.
 - Construction of parking lot north of the building.
 - Construction of parking lot south of the building.
 - Site lighting.
- Phase 4:
 - Initial build-out of the museum's east and west bay inside the Bomber Plant and renovations to the mezzanine to provide office space for museum employees.
 - Construction of the sites main parking lot west of the building.
 - Expansion of parking lot located north of the building.
 - Installation of a bus drop-off, and vehicle drop-off area.
 - Installation of a hardscape decorative area on the west face (main entrance) of the building. This phase also includes the installation of a 165-space parking lot to the north of the building and additional utility installation.
- Phase 5:
 - Construction of the main entrance and lobby addition.
 - Construction of upper level classrooms.
 - Expansion of the west parking lot.
 - Other site improvements: decorative entrance area, benches and lighted bollards, and signage.

SITE LAYOUT

As noted phasing is shown on sheets C-004 and C-005. Final layout is provided on sheet C-005. Because there will be staff and public on site during each of the phase, we reviewed each phase to ensure that each Phase provides adequate parking and site circulation. In our review we find that each phase provides the required amount of parking and sufficient circulation.

At final layout, the plan shows a very well-constructed and maneuverable site. The existing building and addition are located along the eastern property and parking has been compartmentalized around the site based on use. The main parking lot to the west of the building provides sufficient parking capacity. Directional signage will assist in onsite maneuverability.

Items to be Addressed: None

NATURAL RESOURCES

The site has historically been used for industrial and devoid of any natural resources.

Items to be Addressed: None

SITE ACCESS, and CIRCULATION

The site will maintain one (1) point of access via an extension of Kirk Profit Drive. The site will be served by internal drive-aisle to all four sides of the building. The applicant shall confirm with the Fire Marshal that fire access is sufficient

The applicant has received a letter from the Washtenaw County Road Commission noting that they do not need to receive an access permit from the County. However, the County Road Commission will determine if a traffic study is required.

Items to be Addressed: 1). Confirm with the Fire Marshal that fire access is sufficient; 2). Confirm with Washtenaw County Road Commission if a traffic study is required.

NON-MOTORIZED ACCESS

Due to use and location, there is no dedicated pedestrian access to the site.

HEIGHT, BULK, DENSITY AND AREA

Buildout of the site will total 266,000 sq/ft, with an associated 902 parking spaces. The existing bomber plant is approximately 50-feet tall.

As set forth in Article XIX of the zoning ordinance: *All regulations applicable to setbacks, parking and loading, general provisions, and other requirements shall be met in relation to each respective land use in the development based upon zoning districts in which the use is listed as a permitted or special conditional use. The height, bulk, and area conditions set forth in article XX, Schedule of Regulations, shall be used as guidelines for the use areas set forth in the PD plan.* The site is zoned PD, however the underlying zoning is I-C, Industrial and Commercial, so for that reason we have used the I-C regulations as a guideline:

		Required / Allowed	Provided	Complies with Ordinance
Setback	Front	50 feet	More than 50 Feet	Complies
	Side (north)	40 Feet	More than 40 Feet	Complies
	Side (south)	40 Feet	More than 40 Feet	Complies
	Rear	50 Feet	More than 40 Feet	Complies
Building Height (Feet)		50 Feet	50 feet	Complies

The proposed hanger additions match the height of the bomber plant. The building is provided adequate setbacks along property lines. The development is consistent with the surrounding I-C requirements.

Items to be Addressed: None

PARKING

For parking purposes the use of a conference center is not listed in the Zoning Ordinance. As set forth in the ordinance, for those uses not specifically mentioned, the requirements for off-street parking facilities shall be in accord with a use which the Planning Commission considers is similar in type. The applicant has provided parking standards for exhibition halls, and assembly halls without fixed seats.

Parking requirements:

- Museum is 1 per 150 sq/ft of useable floor area.
- Exhibition halls and assembly halls without fixed seats are one for each three persons allowed within the maximum occupancy load as established by local, county or state fire, building or health codes or one for each 200 square feet of gross floor area, whichever is greater
- Hanger
- Warehouse and associated office space is 5 + 1 for every 1,750 sq/ft of useable floor area
- Repair shop is 1 per 800 sq/ft of useable floor area

Based on those requirements, the cumulative parking total for each phase is as follows:

	Required (total cumulative by phase)	Provided (total cumulative by phase)	Complies
Phase 3: hanger and shops and Conference Center	123	323	Complies
Phase 4: Museum Restoration	737	697	Does not comply
Phase 5 : West entry and full build out	894	902	Complies
Barrier Free	18	21	Complies
Total after full buildout	894	902	Complies

As set forth in the Township’s Zoning Ordinance the parking requirement for museums is high. As such, by ordinance the applicant is deficient in parking in phase 4.

Overall, we think that the provided parking is sufficient for every phase and at full buildout. However, if at any time both the museum and conference center were in use during peak parking demand, there may be a parking shortage. In conversations with the applicant they note that both due to spacing and staffing needs there will never be coinciding big events at the museum and conference center. They have noted that they are willing to work on language codifying this in a development agreement.

Items to be Addressed: Put language in the development agreement that prohibits coinciding big events at the museum and conference center.

EXTERIOR LIGHTING

The applicant is proposing the use of ten (10) dual-head pole mounted lights, twelve (12) single-head mounted lights, thirteen (13) building mounted lights, and approximately 60 bollard lights. The bollard lights will light the main walkway from the parking lot and the primary museum entrance.

Most of the poles will be mounted at 50-feet in height. The maximum lighting height is 20-feet but because this is a PD, Planned Development, the Township Board, based upon a recommendation from the Planning Commission, may approve a lighting height above 20-feet.

In addition, there are areas along the property line that the light intensity exceeds the footcandle limits of 1.0 footcandles. The site is surrounded by industrial-type uses. Because this is a PD,

Planned Development, the Township Board, based upon a recommendation from the Planning Commission, may vary the footcandle requirement.

The applicant has received letters of support from ACM and Wayne County Airport Authority to exceed the lighting limits.

Items to be Addressed: 1). Planning Commission to make a recommendation to allow the applicant to exceed the maximum pole height to allow for poles that are 50-feet in height; and 2). Planning Commission to make a recommendation to allow the applicant to exceed the maximum footcandle rating of 1.0 along portions of the property line.

LANDSCAPE STANDARDS / FENCES / WALLS / MECHANICALS

Landscape:

Due to the contaminants on the site, the applicant is not able to install any landscaping.

Fence:

There is a fence shown along the perimeter of the Yankee Air Museum site. The proposed fence includes existing fences plus new fencing to be installed by ACM. The applicant should provide fence detail that will be installed by ACM. The applicant should provide details of the Jersey Barriers (concrete, plastic, etc.).

There appears to be a gap in the northeast and southwest corner of the site between the Jersey Barriers/existing fence and the ACM security fence. The applicant should indicate if this is a gap or this is an error on the plan.

Mechanicals:

All mechanicals shall be screened with a concrete block material use consistent with the building.

Items to be Addressed: 1). Provide detail of fence to be installed by ACM; and 2). Provide detail of proposed Jersey Barrier

BUILDING ELEVATIONS AND FLOOR PLAN

The applicant has provided building elevations and floor plans. The primary building material facing the parking lot will be metal paneling and glass. The hanger buildings will be constructed with metal panel.

As set forth in the Zoning Ordinance, elevations are to be submitted as part of the PD Stage II submittal. The Planning Commissions is to determine if the exterior building wall design standards of section 2121 are met. As part of the PD Stage II, the applicant should provide renderings to confirm material use and the architectural program.

Items to be Addressed: *The applicant should submit detailed building elevations and renderings for PD Stage II.*

SIGNAGE

As set forth in Section 1912 Signs: Commercial signs shall be approved as part of the final PD. The site plan does not indicate any signage.

Items to be Addressed: *Submit signage for review for PD Stage II.*

DUMPSTER ENCLOSURE

The site plan does not indicate an exterior dumpster enclosure. The applicant should confirm dumper locations and screening details.

Items to be Addressed: *Confirm dumper locations and screening details*

STORMWATER MANAGEMENT

Site stormwater is being handled regionally between YAM, and ACM through Racer Trust. We defer to the Township Engineer for additional stormwater details.

Items to be Addressed: *None*

RECOMMENDATIONS FOR SITE PLAN

The applicant is making a significant investment in the site with the construction of both museum and conference center. This facility will be a tremendous asset for the township and a regional and national draw.

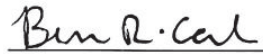
The Planning Commission is asked to hold a public hearing. As part of their deliberation the Planning Commission is to consider if the applicant can exceed the maximum pole height to allow for poles that are 50-feet in height and if the applicant can exceed the maximum footcandle rating of 1.0 along portions of the property line.

We recommended that the Planning Commission approve the two lighting deviations and recommend approval of PD Stage I with the condition that the following conditions:

1. Confirm with the Fire Marshal that fire access is sufficient.
2. Confirm with Washtenaw County Road Commission if a traffic study is required.
3. Execute a Development Agreement which includes language that prohibits coinciding big events at the museum and conference center.
4. Submit the following items as part of the Phase II submittal:
 - a. Fence detail of fence to be installed by ACM
 - b. Detail of proposed Jersey Barriers

Yankee Air Museum
May 3, 2019

- c. Building elevations and renderings
 - d. Signage
 - e. Dumper locations and screening details
-



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



May 16, 2019
File: 2075140310

Attention: Ms. Charlotte Wilson
Planning and Development Coordinator
Office of Community Standards
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Dear Ms. Wilson,

Reference: Yankee Air Museum PD Stage 1 – Review #2

We have reviewed the April 9, 2019, 13-sheet submittal of the above plan set that was received on April 15, 2019 and did not recommend approval in our April 29, 2019 letter. On May 6, 2019, the applicant's engineer submitted a response letter to our review. Our comments are as follows:

- A. Our recommendation to not approve the April 9, 2019 PD Stage 1 submittal was based on three critical comments. These comments include:
 - a. The water main proposed for Phase 4, along the west side of building, should be constructed during this phase of work to provide a closed loop and avoid a long dead-end water main.
 - b. The fire line proposed north of the proposed museum should be relocated to provide a minimum of 10 feet of separation between the water main and the storm sewer. The Section A-A detail shall be revised as well.
 - c. The existing storm sewer that will be located under the proposed hangar additions should be removed. The storm sewer that is proposed to connect to this existing storm sewer should either connect to the existing box culvert located west of the building or be re-routed northerly of the hangar additions to connect to the existing storm sewer.
- B. Below is a summary of the applicant's responses to the above review comments in respective order and our comments regarding these responses.
 - a. ***In lieu of committing to the added expense of constructing an additional 450 LF – 12" ductile iron water line, a hydraulic model of the dead-end line will be developed to confirm the fire-fighting demand is available in the system during the PD Stage 2 detailed engineering review. In the event the model shows that fire-fighting flows are not available to be provided to the building, the additional water line to complete the loop would be included in the initial phase of construction.***

Because this water main is only for fire protection in this phase and not for drinking water, water quality is not a concern. YCUA has confirmed that they do not have an issue with this. Therefore, the main concern is the ability to fight fires. Dead end water mains are less effective than looped

Reference: Yankee Air Museum PD Stage 1 – Review #2

water mains. Because the applicant has agreed to construct the remaining 450 feet of water main to complete the loop if they cannot demonstrate that there will be adequate fire flows, we are comfortable reviewing this as part of the PD stage 2 plan pursuant to discussions with the YCUA and Fire Marshall.

- b. ***YCUA has approved narrowing up the horizontal separation between the storm sewer and water main utilities to 6-7 feet to allow for exiting foundations to remain.***

Because this was previously coordinated with and preliminarily approved by YCUA, we will defer this comment.

- c. ***The suggested re-routing of the pipe is not viable due to the depth of the existing drainage facilities referenced.***

The existing pipe installed in 2017 was designed and installed prior to the need for the Applicant to construct new Hangars in the proposed location. The existing bomber plant has had private storm sewer beneath the building for 70 years. The storm sewer is private and the applicant will accept responsibility to ensure building foundations and floor slabs are designed to adequately support the structure above the pipe as necessary to reduce the potential for collapse.

The proposed Hangar Building will provide adequate ceiling height to allow for a backhoe to perform repairs within the building, in the event repairs to the drainage system within the building become necessary.

In general, it is not good engineering practice to allow site utilities to be routed underneath a structure. However, the Township standards do not prohibit such a design for storm sewer. Additionally, we have confirmed that due to the unique site constraints there is no other way the drainage from the west side of the proposed hangers can reach the stormwater management system.

The fact that the hanger will be tall enough to allow a backhoe to perform any needed repairs is a positive. It is also good that the building foundation and floor slab design would take into account the storm sewer should the project proceed. The applicant's engineer should further explore additional measures to improve the design such as proposing casing pipes around the storm sewer at the building footings.

If the applicant can demonstrate that there is no other viable option such as revising the hanger location, provide additional measures to improve the design, and because the Township standards do not prohibit this design and the hangers are tall enough to allow maintenance of the storm sewer should it be necessary, we are comfortable reviewing this as part of the PD stage 2 plan. However, should this design be approved, suitable measures, including legal agreements and financial resources, are recommended to be in place to allow for any repair work and damages suffered in the event that a failure occurs and/or maintenance is required for the portion of the hanger within the influence of the storm sewer. The storm sewer will be private and the applicant accepts responsibility of the storm sewer, but there is always the potential for the property to sell or hanger space to be leased and any potential third party should be protected.

Reference: Yankee Air Museum PD Stage 1 – Review #2

- C. All other preliminary comments from our April 29, 2019 review letter were requests for clarification and additional information. The May 6, 2019 response letter from the applicant's engineer has helped to clarify some of these comments. We are comfortable addressing the remaining comments as part of the PD stage 2 plan.

In summary and in coordination with your office, we **are recommending** that this project be placed on the Planning Commission agenda for their consideration. If you should have any further questions, please do not hesitate to contact us.

Regards,

Stantec Consulting Michigan Inc.



Eric Humesky PE
Municipal Project Manager
Phone: 734 214 1886
Fax: 734 761 1200
Eric.Humesky@stantec.com

Stantec Consulting Michigan Inc.



Mark Pascoe PE, LEED® AP, ENV SP
Principal
Phone: 734 214 1865
Fax: 734 761 1200
Mark.Pascoe@stantec.com

V:\2075\active\2075141100\plan reviews\let_wilson_YAM PD stage 1_2nd_Rev_20190516.docx

May 6, 2019

Stantec Reference
2075140310, 4/29/2019

Our Reference
60594278

Attention: Ms. Charlotte Wilson
Planning and Development
Coordinator
Office of Community Standards
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

**Reference: Review Response to Stantec Comment Letter
Yankee Air Museum PD Stage 1 – Review #1**

Dear Ms. Wilson

Thank you for sharing the review comments from the various departments and consultants in response to the PD Stage 1 application that was submitted for the Yankee Air Museum Planned Development project located at the former GM Bomber Plant. The following information is provided in response to the comment letter from Stantec Consulting Michigan Inc. dated 4/29/19 we received on 5/03/19.

In order for the Yankee Air Museum to feasibly vacate Hangar 1 by the end of September 2020, we request that the Township and Stantec consider this narrative response as meeting the intent PD1 application process and confirmation that the Applicant will continue to provide the necessary details associated with the detailed engineering review that is pending the requisite Planning Commission and Township Board approvals.

A. Preliminary Site Plan Comments:

Water Main

- a. The water main proposed for Phase 4, along the west side of building, should be constructed during this phase of work to provide a closed loop and avoid a long dead-end water main.

Response: This item has been discussed with Scott Westover at YCUA during various discussions that have taken place between AECOM, the Applicant. Fire Department has also reviewed the proposed phasing and has agreed to allow the dead end line with the understanding that work will be completed in phases.

During our conversation, Mr. Humesky expressed his concerns regarding construction of the watermain without completing the loop until Phase 4. After our discussion, he followed up with the Fire Department and shared with me the same concerns expressed by Mr. Kimball.

YCUA has provided verbal approval of the phasing of the FP line and understands that work will take place in phases due to funding and building occupancy.

In lieu of committing to the added expense of constructing an additional 450 LF – 12” ductile iron water line, a hydraulic model of the dead end line will be developed to confirm the fire-fighting demand is available in the system during the PD Stage 2 detailed engineering review. In the event the model shows that fire-fighting flows are not available

to be provided to the building, the additional water line to complete the loop would be included in the initial phase of construction.

- b. The fire line proposed north of the proposed museum should be relocated to provide a minimum of 10 feet of separation between the water main and the storm sewer. The Section A-A detail shall be revised as well.

Response: YCUA has approved narrowing up the horizontal separation between the storm sewer and water main utilities to 6-7 feet to allow for existing foundations to remain.

- c. It should be confirmed which fire protection lines are proposed for this phase and which, if any, are being removed. It appears that there are several existing fire protection lines connecting to the building in addition to the two (2) fire protection lines that are being proposed for this phase of work.

Response: The FP line feeding the bank of PIV's at the Southeast corner of the building will be capped and disconnected from the main 12" FP line. The FDC is proposed to be installed at the SE corner of the building at the location shown as requested by the Fire Department. Details will be provided during PD Stage 2 engineering review.

Sanitary Sewer

- a. The proposed sanitary sewer force main shown under the future west building addition shall be explained. It is not clear why the lead would extend under the building and stub at the other end of the building with no apparent future need. The sanitary sewer should not be proposed under the future building.

Response: The sanitary sewer service to the future building addition on the west side of the building will require a grinder pump. The exact location of the grinder pump is not known at this time. The future force main is proposed to be installed within an existing sanitary sewer pipe that the former Plant lift station discharged through. The Applicant will have this existing sewer pipe televised to verify its viability for future use. If the existing pipe is not suitable, the applicant intends to install the FM required for the West Building addition at the same time as the future FP waterline on the west side of the building. The details of this future work would be addressed prior to and during the detailed engineering review of that phase of the project. We request acceptance of the above as evidence that the Applicant has given adequate consideration to the intent of how the west side of the building will be served by the proposed private sanitary sewer.

- b. The proposed grinder pump lift station shall be shown and labeled.

Response: The location of the approximate location of the Future Grinder Pump will be shown on subsequent plan submittals.

- c. The existing valve vaults located southeast of proposed Hangar 2 shall be shown and labeled.

Response: The valve vaults will be labeled on subsequent plan submittals as requested.

Storm Water Management

- a. The existing storm sewer that will be located under the proposed hangar additions should be removed. The storm sewer that is proposed to connect to this existing storm sewer should either connect to the existing box culvert located west of the building or be re-routed northerly of the hangar additions to connect to the existing storm sewer.

Response: *The suggested re-routing of the pipe is not viable due to the depth of the existing drainage facilities referenced.*

The existing pipe installed in 2017 was designed and installed prior to the need for the Applicant to construct new Hangars in the proposed location. The existing bomber plant has had private storm sewer beneath the building for 70 years. The storm sewer is private and the applicant will accept responsibility to ensure building foundations and floor slabs are designed to adequately support the structure above the pipe as necessary to reduce the potential for collapse.

The proposed Hangar Building will provide adequate ceiling height to allow for a backhoe to perform repairs within the building, in the event repairs to the drainage system within the building become necessary.

- b. The proposed storm sewer shown connecting to the existing underground communications line south of the existing concrete lined swale shall be explained or removed.

Response: *The record location of the communications conduit falls on top of the existing storm sewer. Communications conduit will be re-routed as necessary. Additional details will be provided during the PD Stage 2 engineering review.*

- c. Stormwater detention calculations shall be provided on the plan.

Response: *Stormwater detention calculations were approved with the original project and WCWRC has recommended approval of the recent plans. AECOM will provide the approved calculations in the PD Stage 2 plans set.*

General

- a. It is unclear what work is proposed for this phase and what is being shown to be proposed for future phases. Some of the callouts label work as “future” but the line weight suggests it is proposed for this phase of work. The anticipated phases of the work should be included in the call out if it is not a part of the currently proposed work.

Response: *The PD1 submittal is to provide an overall plan showing the work that will ultimately be constructed. Phasing of work and depiction of phases is conveying to the Planning Commission that some work will take place initially, with more work to follow. This will be clarified during the PD Stage 2 submittal and review process.*

- b. The full extent of the project area should be shown on the existing conditions sheets. All existing utilities shall be shown on this sheet as well. There are several existing utilities that are shown on the Site Utility Plan but are not shown on the existing conditions sheet.

Response: *The existing sanitary sewer west of the site is shown on the Overall Utility Plan. The existing conditions drawing will be revised to illustrate the full limits of work.*

- c. All existing and proposed easements shall be shown and labeled with dimensions. This includes the gas main and storm sewer easements that were provided as a part of this submittal.

Response: *An easement drawing will be prepared and provided during PD Stage 2 engineering review.*

- d. The “Proposed” channel to FFB-C shall be renamed to “Existing”.

Response: *The word proposed will be revised to Existing on subsequent plan submittals.*

- e. The existing and proposed electric utilities under the proposed hangars should be relocated to route around the hangars to the existing transformer.

Response: *The plans show the electrical feed being relocated around the north side of the building. Subsequent Plan sets will more clearly define the route of the relocated electrical service*

The notes near the top of Sheet C230 address this comment

COMMUNICATIONS AND SITE ELECTRICAL NOTES.

- 3. **ELECTRICAL SERVICE TO THE BUILDING WAS INSTALLED BY DTE IN 2017**
 - 3.1. **THE DTE PRIMARY ELECTRICAL SERVICE WILL BE RE-ROUTED AROUND THE NORTH & WEST SIDE OF THE PROPOSED HANGAR & RECONNECT TO THE EXISTING TRANSFORMER AT THE NORTHEAST CORNER OF THE BOMBER PLANT.**

- f. The discrepancy in FFE for the proposed hangars, building additions, and existing building shall be explained or corrected. The FFE for the proposed hangars could result in pooling near the existing transformer.

Response: *The Hangar building will be constructed at an elevation different than the Bomber Plant and also at a different elevation than the Future Building Additions. Internal ramps and/or steps will be constructed in the Future to accommodate the different levels within the building.*

- B. Preliminary Detailed Engineering Plan Comments (May be addressed at Final Site Plan)
 - a. All applicable comments from the February 16, 2018 Detailed Engineering Review #1 of the previously submitted PD Stage II plans shall be addressed.
 - b. Details on how the storm sewer is proposed to connect to the existing box culvert shall be provided.
 - c. Sheet C-002, Existing Conditions Plan:
 - i. The existing gas main shown connecting to the southwest corner of the building shall be shown as existing. The line weight suggests that this is a proposed utility.
 - ii. The East Side Storm Drain (ESSD) shall be clearly labeled on this sheet and all other applicable sheets.
 - d. Sheet C-004, Phasing Plan:
 - i. Phases 5 and 6 should be shown on this plan to clearly delineate which phase "future" work will be completed.
 - e. Sheet C-330, Site Grading & SESC Plan:
 - i. The ponding that will occur in the curbed island at the boulevard site entrance shall be corrected.
 - ii. The low point shown at the southeast corner of the site should be relocated to the catch basin just east of the current location.

Response: *The above comments will be addressed with subsequent submittals during the PD Stage 2 review process.*

- C. Permits and Additional Reviews

The following is a listing of the permits and other outside agency reviews that will likely be required for the construction of this project. Copies of all permits, and outside agency reviews and/or waiver letters, shall be sent to the Ypsilanti Township Office of Community Standards Department.

- 1) Written preliminary approval from the WCWRC must be provided to the Township prior to granting Preliminary Site Plan approval.

Response: *Approval has been received and was provided to the Township*

- 2) The YCUA must review and approve the preliminary plan prior to Township Preliminary Site Plan approval.

Response: *Verbal Approval from YCUA has been obtained by the applicant and written approval will be obtained as required.*

- 3) The Ypsilanti Township Fire Department must review and approve the revised plan.

Response: *The Fire Department has provided their response to the Township.*

- 4) An Ypsilanti Township Soil Erosion and Sedimentation Control Permit will be needed for the site construction. The original Soil Erosion Permit, Permit No. PSE17-0012, was issued September 27, 2017.

Response: *A new permit application will be submitted for the work included in the initial phase of proposed construction.*

- 5) An Ypsilanti Township/YCUA Construction Permit will be needed for the utilities and stormwater management construction.

Response: *A Construction Permit Application will be submitted with the initial phase of proposed construction plans.*

Please consider the attached narrative response to the comments received on May 4, 2017 as an acceptable level of detail to revise your recommendation to approve the project to allow the Planning Commission to consider the application at the May 28, 2019 meeting.

Yours sincerely,

Jim Rozema
Sr. Civil Engineer
AECOM
T: 616574.8532
E: jim.rozema@aecom.com

Cc: Mike Radzik – Ypsilanti Township
Dennis Norton – Yankee Air Museum
Kevin Walsh – Yankee Air Force, Inc.
James Harless – Yankee Air Museum
Scott Westover – YCUA
Ben Carlisle – Carlisle Wortman
Fred Gore – AECOM



Stantec Consulting Michigan Inc.
3754 Rancho Drive, Ann Arbor MI 48108-2771

April 29, 2019
File: 2075140310

Attention: Ms. Charlotte Wilson
Planning and Development Coordinator
Office of Community Standards
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Dear Ms. Wilson,

Reference: Yankee Air Museum PD Stage 1 – Review #1

We have reviewed the April 9, 2019, 13-sheet submittal of the above plan set that was received on April 15, 2019, and comment as follows:

The plans were reviewed for conformance with the Ypsilanti Township Engineering Standards. At this time, we are **not recommending approval** of the preliminary site plan.

A. Preliminary Site Plan Comments:

Water Main

- a. The water main proposed for Phase 4, along the west side of building, should be constructed during this phase of work to provide a closed loop and avoid a long dead-end water main.
- b. The fire line proposed north of the proposed museum should be relocated to provide a minimum of 10 feet of separation between the water main and the storm sewer. The Section A-A detail shall be revised as well.
- c. It should be confirmed which fire protection lines are proposed for this phase and which, if any, are being removed. It appears that there are several existing fire protection lines connecting to the building in addition to the two (2) fire protection lines that are being proposed for this phase of work.

Sanitary Sewer

- a. The proposed sanitary sewer force main shown under the future west building addition shall be explained. It is not clear why the lead would extend under the building and stub at the other end of the building with no apparent future need. The sanitary sewer should not be proposed under the future building.
- b. The proposed grinder pump lift station shall be shown and labeled.
- c. The existing valve vaults located southeast of proposed Hangar 2 shall be shown and labeled.

Reference: Yankee Air Museum PD Stage 1 – Review #1

Storm Water Management

- a. The existing storm sewer that will be located under the proposed hangar additions should be removed. The storm sewer that is proposed to connect to this existing storm sewer should either connect to the existing box culvert located west of the building or be re-routed northerly of the hangar additions to connect to the existing storm sewer.
- b. The proposed storm sewer shown connecting to the existing underground communications line south of the existing concrete lined swale shall be explained or removed.
- c. Stormwater detention calculations shall be provided on the plan.

General

- a. It is unclear what work is proposed for this phase and what is being shown to be proposed for future phases. Some of the callouts label work as “future” but the lineweight suggests it is proposed for this phase of work. The anticipated phases of the work should be included in the call out if it is not a part of the currently proposed work.
 - b. The full extent of the project area should be shown on the existing conditions sheets. All existing utilities shall be shown on this sheet as well. There are several existing utilities that are shown on the Site Utility Plan but are not shown on the existing conditions sheet.
 - c. All existing and proposed easements shall be shown and labeled with dimensions. This includes the gas main and storm sewer easements that were provided as a part of this submittal.
 - d. The “Proposed” channel to FFB-C shall be renamed to “Existing”.
 - e. The existing and proposed electric utilities under the proposed hangars should be relocated to route around the hangars to the existing transformer.
 - f. The discrepancy in FFE for the proposed hangars, building additions, and existing building shall be explained or corrected. The FFE for the proposed hangars could result in pooling near the existing transformer.
- B. Preliminary Detailed Engineering Plan Comments (May be addressed at Final Site Plan)
- a. All applicable comments from the February 16, 2018 Detailed Engineering Review #1 of the previously submitted PD Stage II plans shall be addressed.
 - b. Details on how the storm sewer is proposed to connect to the existing box culvert shall be provided.
 - c. Sheet C-002, Existing Conditions Plan:
 - i. The existing gas main shown connecting to the southwest corner of the building shall be shown as existing. The lineweight suggests that this is a proposed utility.
 - ii. The East Side Storm Drain (ESSD) shall be clearly labeled on this sheet and all other applicable sheets.

Reference: Yankee Air Museum PD Stage 1 – Review #1

- d. Sheet C-004, Phasing Plan:
 - i. Phases 5 and 6 should be shown on this plan to clearly delineate which phase “future” work will be completed.
- e. Sheet C-330, Site Grading & SESC Plan:
 - i. The ponding that will occur in the curbed island at the boulevard site entrance shall be corrected.
 - ii. The low point shown at the southeast corner of the site should be relocated to the catch basin just east of the current location.

C. Permits and Additional Reviews

The following is a listing of the permits and other outside agency reviews that will likely be required for the construction of this project. Copies of all permits, and outside agency reviews and/or waiver letters, shall be sent to the Ypsilanti Township Office of Community Standards Department.

1. Written preliminary approval from the WCWRC must be provided to the Township prior to granting Preliminary Site Plan approval.
2. The YCUA must review and approve the preliminary plan prior to Township Preliminary Site Plan approval.
3. The Ypsilanti Township Fire Department must review and approve the revised plan.
4. A Ypsilanti Township Soil Erosion and Sedimentation Control Permit will be needed for the site construction. The original Soil Erosion Permit, Permit No. PSE17-0012, was issued September 27, 2017.
5. A Ypsilanti Township/YCUA Construction Permit will be needed for the utilities and stormwater management construction.

In summary, we are **not recommending** that this project be placed on the Planning Commission agenda at this time. If you should have any further questions, please do not hesitate to contact us.

Regards,

Stantec Consulting Michigan Inc.



Eric Humesky PE
Municipal Project Manager
Phone: 734 214 1886
Fax: 734 761 1200
Eric.Humesky@stantec.com

Stantec Consulting Michigan Inc.



Mark Pascoe PE, LEED® AP, ENV SP
Principal
Phone: 734 214 1865
Fax: 734 761 1200
Mark.Pascoe@stantec.com

CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT

BUREAU OF FIRE PREVENTION

222 South Ford Boulevard, Ypsilanti, MI 48198



April 29, 2019

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

RE: Preliminary (non-residential) Site Plan Review #1
Project Name: Yankee Air Museum
Project Location: 1 Liberator Way
Plan Date: 4/9/2018
Project Number: 12944714 & 60594278
Applicable Codes: IFC 2012
Contractor: AECOM
Contractor Address: 3950 Sparks Drive, SE Grand Rapids, MI 49546

Status of Review

Status of review: Approved Conditionally (see comments)

Page C-230 was reviewed.

Site Coverage - Hydrants

Comments: Meets IFC 2012

Site Coverage - Access

Comments: Provide turning radius at east front entrance that meets IFC 2012 Appendix D.

Respectfully submitted,

A handwritten signature in black ink that reads "Dan Kimball". The signature is written in a cursive style and is positioned above a horizontal line.

Dan Kimball, Fire Marshal
Charter Township of Ypsilanti Fire Department
CFPS, CFI II, CFPE



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Environmentally Safe Water and Wastewater Services to Our Customers

YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

May 21, 2019

VIA ELECTRONIC MAIL

Ms. Charlotte Wilson, Planning and Development Coordinator
Office of Community Standards
CHARTER TOWNSHIP OF YPSILANTI
7200 S. Huron River Drive
Ypsilanti, MI 48197

Re: PD Stage I Review #1
Yankee Air Museum
Charter Township of Ypsilanti (Plan Date: 04-09-2019)

Dear Ms. Wilson:

In response to the memorandum from your office dated April 15, 2019, we have reviewed the referenced plans with regards to water supply and wastewater system design. The plans are acceptable to the Authority for this stage of review. Note that although the proposed fire protection water main will not be looped as part of this phase of the development, there is commitment to fully loop the system in the future to provide the required redundancy. Should there be any questions please contact this office.

Sincerely,



SDW Digital Signature

SCOTT WESTOVER, P.E., Engineering Manager
Ypsilanti Community Utilities Authority

cc.: Mr. Jeff Castro, Mr. Mike Shaffer, YCUA
Mr. Eric Copeland, Mr. Dan Kimball (Township Fire Department)
Mr. Eric Humesky, P.E. (Township Engineer)
Mr. Dennis Norton (Applicant)
Mr. Jim Rozema, P.E. (Applicant's design engineer)

COMMISSIONERS
DOUGLAS E. FULLER
CHAIR
BARBARA RYAN FULLER
VICE-CHAIR
RODRICK K. GREEN
MEMBER

**WASHTENAW COUNTY
BOARD OF COUNTY ROAD COMMISSIONERS**

555 NORTH ZEEB ROAD
ANN ARBOR, MICHIGAN 48103
WWW.WCROADS.ORG
TELEPHONE (734) 761-1500
FAX (734) 761-3737

SHERYL SODERHOLM SIDDALL, P.E.
MANAGING DIRECTOR

MATTHEW F. MACDONELL, P.E.
DIRECTOR OF ENGINEERING
COUNTY HIGHWAY ENGINEER

JAMES D. HARMON, P.E.
DIRECTOR OF OPERATIONS

DANIEL D. ACKERMAN
DIRECTOR OF FINANCE & IT

February 8, 2019

AECOM

3950 Sparks Drive SE
Grand Rapids, MI 49546

Attention: Jim Rozema

**Regarding: WCRC Permit Application #11502 – Yankee Air Museum
Ypsilanti Township**

Dear Mr. Rozema:

This letter is provided in response to the applicant's site plan submittal for the above referenced project. The site plan has been reviewed and will not require a permit from our office as there is no work proposed within the public right-of-way and there will not be a significant impact to the road network.

If you have any questions, please do not hesitate to contact me at (734) 327.6692.

Sincerely,



Gary Streight, P.E.
Project Manager

Cc: Mike Radzik / Charter Township of Ypsilanti Planner
Charlotte Wilson / Charter Township of Ypsilanti Planning
Ben Carlisle / CWA
Matt Parks, P.E. / OHM
Mark McCulloch, P.E. / WCRC Senior Project Manager - Permits



EVAN N. PRATT, P.E.

WATER RESOURCES COMMISSIONER
705 North Zeeb Road
P.O. Box 8645
Ann Arbor, MI 48107-8645

email: drains@ewashtenaw.org
<http://drain.ewashtenaw.org>

HARRY SHEEHAN
Chief Deputy Water Resources Commissioner

SCOTT A. MILLER, P.E.
Deputy Water Resources Commissioner

Telephone 734.222.6860
Fax 734.222.6803

April 29, 2019

Mr. Jim Rozema, P.E.
AECOM
3950 Sparks Drive SE
Grand Rapids, Michigan 49546-2420

RE: American Center for Mobility
Willow Run Redevelopment
Ypsilanti Township, Michigan
WCWRC Project No. 1228

Dear Mr. Rozema:

This office has reviewed the revised site plans for the above referenced project to be located in Ypsilanti Township. Specifically, this phase of the development is for the Yankee Air Museum (YAM) development. The submitted plans were prepared by AECOM on behalf of YAM. They have job numbers of 12944714 and 60594278, a date of April 9, 2019 and were received on April 16, 2019. As a result of our review, we would like to offer the following comments:

1. The design plans for this phase of the proposed construction are technically correct and do not require revisions at this time. Please note any future revisions should be submitted to our office for further review.
2. Please see the attached invoice for all fees accrued on this project since the last invoice and remit these fees upon receipt. As requested, the invoice is being submitted directly to ACM.

If you have any questions, please contact our office.

Sincerely,

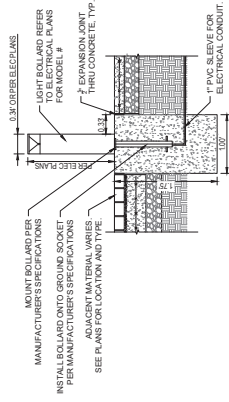
A handwritten signature in blue ink that reads "Theresa M. Marsik".

Theresa M. Marsik, P.E.
Storm Water Engineer
(permit\ACM Willow Run Redevelopment rev28)

cc: Mark Chaput, The American Center for Mobility
Charles Ericson, The American Center for Mobility
Kurtis Weslock, P.E., Mannik Smith Group
Dave Langlois, P.E., HNTB Corporation
Karen Lovejoy Roe, Ypsilanti Township Clerk
Ben Carlisle, Ypsilanti Township Planning and Development (Carlisle Wortman Associates)
Mark Pascoe, P.E., Ypsilanti Township Engineer (Stantec)
Eric Humesky, P.E., Ypsilanti Township Engineer (Stantec)

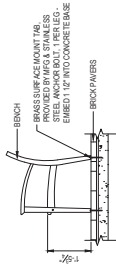
Office Open Week Days From 8:30 A.M. to 5:00 P.M.

NO.	DATE	DESCRIPTION
1	07/10/20	PRELIMINARY DESIGN
2	08/10/20	REVISED DESIGN
3	09/10/20	REVISED DESIGN
4	10/10/20	REVISED DESIGN
5	11/10/20	REVISED DESIGN
6	12/10/20	REVISED DESIGN
7	01/21/21	REVISED DESIGN
8	02/21/21	REVISED DESIGN
9	03/21/21	REVISED DESIGN
10	04/21/21	REVISED DESIGN
11	05/21/21	REVISED DESIGN
12	06/21/21	REVISED DESIGN
13	07/21/21	REVISED DESIGN
14	08/21/21	REVISED DESIGN
15	09/21/21	REVISED DESIGN
16	10/21/21	REVISED DESIGN
17	11/21/21	REVISED DESIGN
18	12/21/21	REVISED DESIGN
19	01/22/22	REVISED DESIGN
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25	07/22/22	REVISED DESIGN
26	08/22/22	REVISED DESIGN
27	09/22/22	REVISED DESIGN
28	10/22/22	REVISED DESIGN
29	11/22/22	REVISED DESIGN
30	12/22/22	REVISED DESIGN

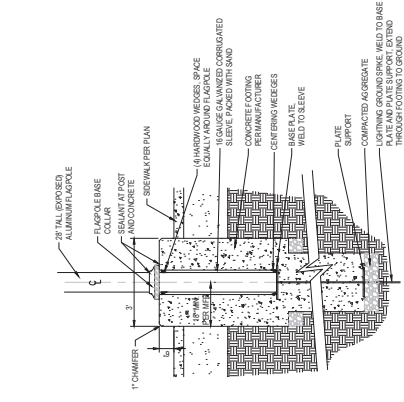


NOTES:
 1. REFER TO MANUFACTURER'S SPECIFICATIONS FOR BOLLARD TYPE.
 2. POWERS CONT. COLOR TO MATCH EXISTING SURROUNDING POWERS COAT COLOR.

P11 LIGHT BOLLARD
 SCALE: N.T.S.

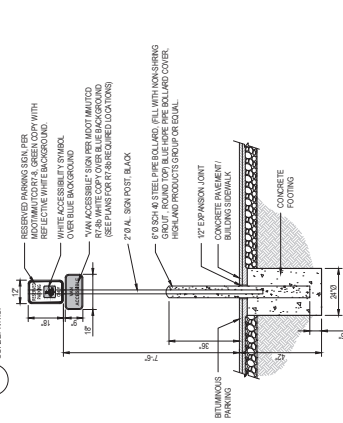


P11 BENCH
 SCALE: N.T.S.

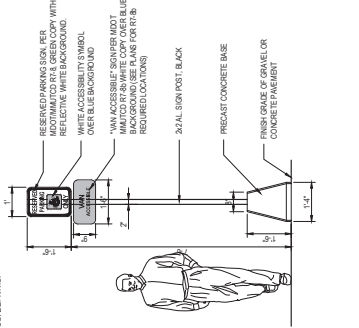
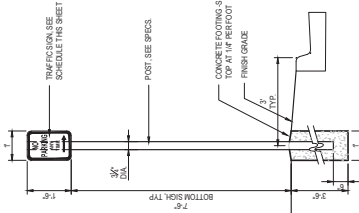


FOOTING SHOWS A TYPICAL FLAGPOLE INSTALLATION. CONTRACTOR TO INSTALL FLAGPOLE PER MANUFACTURER'S RECOMMENDATIONS.

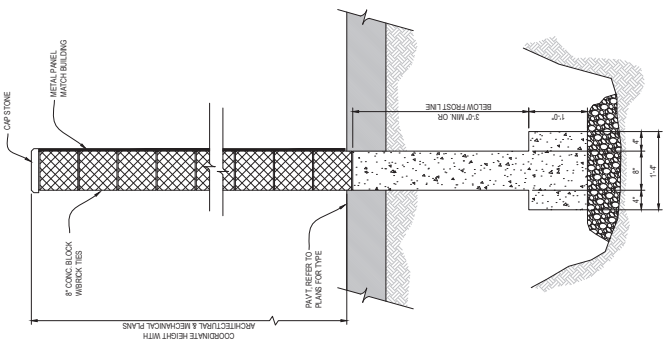
P2 FLAG POLE
 SCALE: N.T.S.



S1 BARRIER FREE AND TRAFFIC SIGNS
 SCALE: N.T.S.



S2 MISC SIGNAGE
 SCALE: N.T.S.



M11 CONCRETE BLOCK MECHANICAL SCREEN WALL
 SCALE: N.T.S.



YANKEE AIR MUSEUM

PLANNED DEVELOPMENT NARRATIVE

MICHIGAN AEROSPACE FOUNDATION /
YANKEE AIR FORCE

Project reference: 60594278

April 9, 2019

Quality information

<u>Prepared by</u>	<u>Checked by</u>	<u>Verified by</u>	<u>Approved by</u>
Jim Rozema Sr. Civil Engineer	Fred Gore		

Revision History

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1. EXECUTIVE SUMMARY

PHASING NARRATIVE:

PHASE 2 CONSTRUCTION, COMPLETED IN 2017 INCLUDED THE INSTALLATION OF THE GROUNDWATER CONTROL FRENCH DRAIN SYSTEM, SANITARY FORCEMAIN FOR FUTURE SERVICE TO YANKEE AIR MUSEUM, WATERMAIN REPLACEMENT AS NECESSARY TO MAINTAIN SERVICE TO YANKEE AIR MUSEUM, CONNECTION OF ROOF DRAINAGE TO THE NEW STORM SEWER AND OTHER DRAINAGE IMPROVEMENTS TO CONVEY SURFACE RUNOFF TO THE STORMWATER MANAGEMENT BASIN ON ACM PROPERTY.

THE FRENCH DRAIN TRENCH HAS BEEN CAPPED WITH ASPHALT OR CONCRETE PAVEMENT TO MATCH EXISTING PAVEMENT MATERIALS AND DEPTHS DURING THE 2018 CONSTRUCTION SEASON.

PHASE 3 (2019-2023) IMPROVEMENTS TO INCLUDE:

1. 2 - 15,000 SQUARE FOOT HANGARS AT NORTHEAST CORNER OF THE SITE
2. UTILITIES TO SUPPORT THE HANGAR (FP WATER MAIN, DOMESTIC WATER, STORM SEWER AND SANITARY SEWER)
3. CONCRETE PAVEMENT & 10' CHAIN LINK SECURITY FENCE WITH 20' WIDE SWING GATE & KNOX BOXES FOR EMERGENCY ACCESS
4. TAXI-LANE (CONCRETE PAVEMENT) TO ACCESS AIRPORT PROPERTY
5. BUILDING ENTRANCE ADDITION AT THE S.E. CORNER OF THE ANNEX.
6. INTERIOR RENOVATIONS TO THE ANNEX FOR THE DEVELOPMENT OF THE YANKEE AIR MUSEUM PRESERVATION & OPERATIONAL SPACE AS WELL AS A 465 PERSON CONFERENCE CENTER
7. PAVED PARKING AT SE CORNER OF SITE & COMPLETION OF DRIVE KIRK PROFIT DRIVE BOULEVARD EXTENSION

PHASE 4 (2026) IMPROVEMENTS TO INCLUDE:

1. MUSEUM BUILD-OUT (EAST & WEST BAY)
2. MEZZANINE OFFICES
3. WEST ENTRY DRAINAGE IMPROVEMENTS
4. WEST ENTRY VEHICLE DROP-OFF,
5. NORTH PARKING & VEHICULAR CIRCULATION

PHASE 5 (2030) IMPROVEMENTS TO INCLUDE:

1. MAIN ENTRANCE / LOBBY ADDITION UTILITIES (DOMESTIC WATER, SANITARY SEWER & BUILDING ADDITION ROOF DRAIN PIPING)
2. MAIN ENTRANCE / LOBBY ADDITION
3. WEST ENTRY EXTERIOR IMPROVEMENTS
4. WEST PARKING LOT (DRAINAGE, SITE LIGHTING, CONCRETE PAVEMENT AND STRIPING)

2. PLANNED DEVELOPMENT NARRATIVE

2.1 The Yankee Air Museum Planned Development Site Plan provides for the renovation of the existing Bomber Plant and building additions totaling 266,544 square feet. At full build-out, the museum will consist of the following:

1) Phase 3

- a. Aircraft Hangar 1 & Hangar 2 with Associated work shop space (41,724 S.F.)
- b. Museum Preservation and Conference Center (Building additions and Renovations (36,300S.F.)

2) Phase 4

- a. Museum Display & Mezzanine Office Space (148,920 S.F.)

3) Phase 5

- a. Museum Main Entrance/ Lobby, Classroom Addition, and Auditorium (39,600 S.F.)

Construction on the site has been taking place over the **past four years**. In 2015, Phase 1 construction commenced with the installation of a new hangar door at the East end of the North wall (a.k.a. the Mega Door), a new permanent wall on the West end of the North wall and a temporary wall on the West side of the building to enclose the structure. Following approval of the original Planned Development Site Plan, Phase 2 construction took place in 2017 with the construction of a groundwater collection system (By RACER Trust), storm sewer along the east and south side of the site, connection of the existing roof drains to the new storm sewer lowering of the fire protection line necessitated by the construction of the storm sewer system and installation of the pressure sanitary sewer pipe that will serve the Preservation & Conference Center. Phase 2 construction wrapped up in 2018 with placement of concrete and asphalt pavement. **Due to the pending closure of Hangar 1 by WCAA, the Planned Development Site Plan approved in 2015 been revised to include the construction of the new hangars and as well as a conference center, in addition to the originally proposed Museum.**

Phase 3

Phase 3 will include the construction of two 15,000 square foot Hangars to house the existing Yankee Air Museum flyable aircraft along with 11,724 square foot of maintenance shop space and storage space in the mezzanine level. Concrete pavement will be installed on the north side of the Bomber Plant and for parking and access to the Hangars and on both sides of the Hangar Bays which to serve as the Ramp for movement of aircraft from the Hangars to the Willow Run airfield. The existing fence separating the site from the airfield will be removed across the width of the hangars and a new 10' tall chain link fence will be constructed from the corner of the hangar to the existing fence to secure the airport operating area (AOA). Emergency vehicles will be able to drive to the taxi lane through one of two 20' wide gates. Access to the gates will be provided by a knox box located at each of the gates.

Water

To provide site fire protection to the new hangars, the fire protection water main loop will be constructed at the SE Corner of the Bomber Plant and from the NE corner to the NW corner of the Hangar building. The Fire Department Connection will be installed on the south face of the Bomber Plant building as requested by the Fire Marshal. The domestic water main installed during Summer 2017 will be extended to the existing public watermain on Wayne County Airport Authority property at the North end of Willow Run Airport, west of Kirk Profit Drive. The water service will be delivered to the hangar bays from the proposed watermain near the southwest corner of the building and extended to the restrooms and maintenance shops within the building.

Sanitary Sewer

Phase 2 construction (2017) included the installation of 3" forcemain along the east and south sides of the building, terminating at an existing sanitary manhole west of the box culvert. The remainder of the private pressure sanitary sewer will be installed along with valves and cleanouts within the existing manholes and connected to the public sanitary sewer on ACM property. Sanitary Sewer service for the restrooms constructed during Phase 3 will flow to a lift station near the northeast corner of the Annex and be forced through a pressure sewer pipe connected to the existing sanitary forcemain around the south end of the Bomber Plant installed during Phase 2. Pressure sewer valve vaults will be installed on the existing pressure pipe to prevent the pumps from burning out. The forcemain pipe will follow an existing private sanitary sewer easement and connect to the public system at an existing manhole on ACM Property.

Drainage

All roof drains on the existing building were connected to the storm sewer installed in 2017. New roof drains for the hangar will be connected to the East Side Storm Drain system. Surface runoff from the concrete pavement on the north side of the Hangars will be collected in a series of catch basins and manholes and conveyed to the existing system sewer system in accordance with the original plans reviewed and approved by the Washtenaw County Drain Commissioners office

Air Handling Units will be installed on the east side of the Annex on raised housekeeping pads and a screen wall will be constructed as part of Phase 5 construction to obscure the mechanical equipment from view. Natural gas and electrical service was delivered to the building by DTE during Phase 2. The gas service, located at the SW corner of the Bomber Plant will be routed internally to the mechanical rooms. The existing panels in the electrical room at the NE corner of the building will be modified as necessary to deliver power to the Hangars and Maintenance Shops.

Hangar Access & Parking

Access to the site will be provided through a new entrance drive at the North end of Kirk Profit Drive. The proposed entrance drive is located within an existing access easement granted to the Yankee Air Force. Construction will include excavation and grading associated with the construction of the boulevard entrance road, installation of drainage structures and storm sewer pipe, street lights, electrical conduits and an entry sign. Additionally, a curb cut will be installed to provide access for WCAA personnel to the Automated gate from the Airport Operations Area (AOA) onto the Airport runway system that was installed by RACER Trust in Summer 2017.

Upon entering the property, visitors and employees will drive north onto Liberator Way, a private access drive to the NW corner of the newly constructed Hangars to a 50 space paved parking lot. Liberator Way, constructed in Phase 2, will be extended to the access gate at the SE corner of the Hangar.

Hangar Employee & Visitor Parking will be located on the west side of the Hangar with a concrete walkway provided to the main entrance.

The Preservation & Conference Center will be sequenced into the construction schedule on the East side of the Bomber Plant in an area known as the Annex. The Annex is currently a metal sided building addition that was used for materials storage by General Motors. This space has a single floor with 28' clear to bottom of structure. Renovations and Additions consisting of 17,000 S.F. climate controlled archive storage and 17,000 S.F. conference center and meeting rooms on the upper floor along with a new 2,320 S.F.

Lobby Addition will be constructed at the southeast corner of the Annex. The metal siding on the building will be removed from the entire east side of the building and replaced, along with the addition of second floor windows to provide a view of the airport runway.

Site work will include construction of additional paved parking surfaces, with associated site lighting additional properly screened, ground mounted mechanical equipment and trash dumpster.

Preservation & Conference Center Access & Parking

Access to the Preservation & Conference Center will continue to be provided through the boulevard entrance at the North end of Kirk Profit Drive. The increase in visitor traffic due to the Conference Center will be addressed through the construction of the egress drive on the outbound lane of the boulevard drive at the north end of Kirk Profit Drive. The proposed drive is located within an existing access easement granted to the Yankee Air Force. Construction will include excavation and grading associated with the road construction, installation of drainage structures and storm sewer pipe, street lights, electrical conduits and possibly an entry sign.

Upon entering the property, signage will direct conference center visitors and employees to turn right onto Liberator Way, a private access drive around the museum, past the original Hangar Doors on the South side of the building. A total of 323 parking spaces will be provided at the completion of Phase 3.

Parking Count

- 5 New Parking Spaces on the East Side of the Building
- 190 Parking Spaces at the Northwest side of the Building
- 128 Parking Spaces on the South Side of the Building

Emergency vehicles will access the Ramp and circulate the building as provided in Phase 3.

Phase 4

Phase 4 Construction will include initial build-out of the museum's East & West Bay inside the Bomber Plant as well as the renovations to the Mezzanine to provide office space for the museum employees. Total floor area of renovations to occur during Phase 4 is 148,920 S.F. Site Improvements will include Bus Drop-off and concrete hardscape areas leading to a temporary door on the West face of the building. A roped walkway will lead visitor through the West Bay of the Bomber Plant so they experience the vast space of the facility where final assembly of the B-24 took place, past the Mezzanine, where inspections occurred, with final entry into the renovated East Bay of the museum. The museum display areas will progress from East to West. Site utilities such as electrical conduits for site lighting, roof conductors and area drains will be installed.

Access & Parking

Access to the site will be provided through the previously completed entrance drive installed at the North end of Kirk Profit Drive. Liberator Way will be completed, providing access around the building as well as to the additional parking on the north side of the site and to the west side of the box culvert.

A total of 614 parking spaces are required at the completion of Phase 4 and 697 parking spaces will be provided upon completion of this phase of the project.

Parking Count

- 5 Parking Spaces on the East Side of the Building
- 341 Parking Spaces at the Northwest corner of the Building
- 128 Parking Spaces on the South Side of the Building

- 223 New Parking Spaces in the West Parking Lot, West of the box culvert

Emergency vehicles will be able to access the entire perimeter of the site along Liberator Way in either direction.

Phase 5

Phase 5 construction will include the Main Entrance & Lobby addition and upper level educational classrooms along with the associated building utilities (roof drain pipes, domestic water, sanitary sewer and internal electric and communications systems) to provide service to the west of the building. The total building square footage of the proposed addition is 39,600 S.F. Construction will be staged in such a way as to maintain safe access from the drop-off area through the West Bay.

Site work will consist of lighting, drainage improvements, concrete curbs and pavement within the West Parking Lot and near to the Northwest corner of the completed museum as well as final placement of pedestrian pavement, brick pavers, benches, trash receptacles and other similar site features. A total of 428 parking spaces will be provided in the West Parking Lot, along with 18 bus parking spaces. A total of 799 parking spaces are required at the completion of Phase 5. Following completion of the project, the site will provide parking for 902 vehicles and 18 buses. The excess parking will not be constructed until such a time as it is deemed necessary.

Parking Count

- 5 Parking Spaces on the East Side of the Building
- 128 Parking Spaces on the South Side of the Building
- 341 Parking Spaces on the North Side of the Building
- 428 Parking Spaces on the West side of the Building

Accessible Parking Standards will be met during each phase of the project to ensure the required parking ratios for are satisfied.

3. SUMMARY OF PD SITE PLANS

3.1 The following summarizes the differences between the original Yankee Air Museum Planned Development Site Plans and the Proposed PD Site Plan:

BUILDING AREA

The PD Stage 1 site plan depicted the renovation of the existing 130,000 square foot building with a 12,000 square foot building addition on the west side of the Bomber Plant. The total square footage of the building renovation and addition was 159,194 square feet, which included the ground floor renovation of the Annex and Mezzanine.

The **Proposed PD Site Plan** has been modified to include construction of 2 – 15,000 S.F. hangars and maintenance shops, Renovation of the Annex into main floor climate controlled storage with an Upper level conference center, a modest Conference Center entry addition at the southeast corner of the building to create the Preservation and Conference Center on the East side of the building. The intended renovations to the Bomber Plant remain unchanged, with the upper 2 levels of the mezzanine being renovated to office use for the Museum staff. The Main Entry & Lobby Addition on the West side of the Building consists of a 23,800 square feet main level with classrooms in a 15,800 S.F. second floor. The total proposed building area, including the 2-story renovations and additions on the East side of the building and Renovations to the upper two levels of the Mezzanine is 266,544 square feet.

PARKING

The Original PD Stage 1 site plan provided a total of 597 parking spaces.

- 26 Parking Spaces at the Northeast Corner of the Building
- 0 Parking Spaces on the South Side of the Building
- 162 Parking Spaces on the North Side of the Building
- 409 Parking Spaces on the West side of the Building

The **Revised PD Site Plan** provides a total of 902 parking spaces. The North side of the building will have a **341** space parking lot on the North side of the Bomber Plant. A total of **133** employee and visitor parking spaces will be provided on the South & East side of the building and **428** parking spaces located in the west parking lot.

- **5** Parking Spaces on the East Side of the Building
- **128** Parking Spaces on the South Side of the Building
- **341** Parking Spaces on the North Side of the Building
- **428** Parking Spaces on the West side of the Building

EMERGENCY VEHICLES

Emergency vehicles are able to circulate the site in either direction along Liberator Way.

TABLE 1

	PD Stage 1	Revised PD Stage 1	Proposed Phase
Building Use	Museum	Museum & Conference Center	
Building Area (S.F.)			
Hangar 1 & 2 & Shops	0	41,724	Phase 3
Conf. Center Addition	0	2,300	Phase 3
East Annex Renovation	34,000	34,000	Phase 3
Museum Renovation	128,000	128,000	Phase 4
Mezanine Offices	undefined	20,920	Phase 4
West Addition	12,000	39,600	Phase 5
Total Building Area	159,194	266,544	
Off-Street Parking			
North of Building	162	341	
East of Building	26	5	
South of Building	0	128	
West of Building	409	428	
Total Parking Provided	597	902	
Site Lighting	40' Tall Light Poles	40' Tall Light Poles	
Landscaping	None	None	

4. SUMMARY OF SITE FEATURES

4.1 Entrance Drive

Access to the Yankee Air Museum will be provided by a boulevard drive entrance at the north end of Kirk Profit Drive. An easement across WCAA property has been acquired and has been modified to accommodate the final design. The 25' wide entry drive will be constructed of either asphalt or concrete pavement. The outbound drive of the boulevard section will split near the property line to allow departing vehicles continuous movement to the southbound lane of Kirk Profit Drive.

A concrete drive apron will be provided on the east side of the entrance drive to provide WCAA personnel access to the relocated access control gate on the east side of Hangar 1.

4.2 Utility Services

Fire Protection Water

An existing 12" water main feeding the historic fire suppression system is being rehabilitated and will be reconnected to the building during the Phase 3. The 12" water main will be extended through the addition of new pipe along the North side of the building providing for fire hydrants on the north side of the building. New watermain will be installed at the southeast corner of the building during Phase 3 to make way for the proposed Entry Addition. The new water main will connect with the existing water main at the Southwest corner of the building providing for a looped system around the entire building. The watermain loop around the building will be completed during Phase 6 construction. Plans for this have been discussed and approved by YCUA and the Fire Department and it is the intention of YCUA and YAM that when completed, the water main serving the Yankee Air Museum will become a public system owned by YCUA, pending successful testing of the constructed system. **The required easements for this proposed future water main will be prepared following completion of the construction and required testing will be provided for review and approval by YCUA.**

Plans and specifications for the replacement of the building fire suppression system will be provided as part of the building permit requirements for each phase of the Renovation of the Bomber Plant.

Potable Water

YAM and WCAA Hangar 1 are presently served by an existing potable water system that connects with the YCUA system to the West. ACM has recently completed replacement of the existing system on ACM property. The extension of the recently replaced water main onto WCAA and YAM property is a combination of Public 12" and Private 8" pipes. Working with YCUA, YAM will replace the historic Private 8" system with new 12" Public Watermain that will serve both YAM and WCAA Hangar 1. A section of 12" watermain was installed during Phase 2 across YAM & WCAA property, terminating approximately 26-feet North of WCAA Hangar1. From that point west, the proposed watermain will be installed and connected to the existing public system. Plans for this have been discussed and approved by YCUA and it is the intention of YCUA and YAM that when completed, this will become a public system owned by YCUA. The easement for this watermain has been drafted, however, at the request of YCUA will not be recorded until construction is complete. An unrecorded version of the water easement is included in Appendix A.2

Refer to Yankee Air Museum FP & Domestic Water System Memorandum, dated January 10, 2018, Revised January 15, 2018 for correspondence with Ypsilanti County Utilities Authority.

Sanitary Sewer Narrative

The sewer system serving the Bomber Plant is located in a 25' wide Private Sanitary Sewer Easement. Due to the number of building expansions, the east end of the original Bomber Plant was served by a sanitary lift station located near the middle of the Main Entrance and Lobby Addition. The original lift station was removed during the demolition phase and new grinder pump stations will be installed to provide service to the Renovations and Additions to the Yankee Air Museum. Phase 3 will include the installation of a grinder pump within the tunnel beneath the mezzanine to provide service to the Hangars and Maintenance Shops.

A 3-inch forcemain pipe was installed in 2017 along with the East Side Storm Sewer and Ground Water Collection French Drain pipes. At the upstream end, near the Northeast corner of the building the 3" forcemain was installed on the building side of the trench so it can be extended towards the building and the location of the proposed lift station. At the downstream end, Southwest of the building, the 3-inch forcemain pipe is connected to an existing manhole (Sanitary MH#102). Phase 3 construction will include the continuation of the forcemain pipe within the existing gravity sewer pipe and connect to the YCUA system at MH107, which was recently reconstructed by ACM. This new structure is identified on ACM plans as MH 18.

The pressure sewer system will be installed with check valves and clean outs within existing sanitary manholes along the route of the pipeline.

Storm Sewer

The east side storm sewer was constructed in 2017 to provide collection and conveyance of storm water runoff. Catch basins and manholes have been installed on the East and South side of the building along with the Aqua-swirl mechanical forebay. In addition, the existing roof drains from the building have been connected to the East Side Storm Sewer system.

The storm structures located within the temporary asphalt pavement that were installed in 2017 require minor adjustments to provide proper drainage from the surrounding grade.

The storm sewer system on the North and west side of the building have yet to be installed. Phase 3 will include the catch basins and manholes on the north side of the building as well as the continuation of the Roof Drain (RD-H) pipe installed at the southwest corner of the building. RD-H was installed along with the Ground Water Collection System French Drain and capped 26 feet from the main storm sewer pipe. A witness stake was placed in the field marking the end of the line.

Natural Gas

DTE has installed a new gas main and service pipe service across WCAA property to YAM property, terminating at the Southwest corner of the building. A copy of the DTE easement acquired from ACM, WCAA and YAM has been included.

Communications

The Yankee Air Museum will be served by fiber optics communications lines provided by AT&T or Comcast. Conduits for the communication system were installed prior to 2018 paving as part of the 2017 construction contract.

Electric Service

DTE Electric has been installed from Ecorse Road South to the site. The electrical transformer has been set and power has been turned on inside the building. Due to the proposed location of the Hangar building, the DTE duct bank will be re-routed around the north and west side of the proposed structure.

Site lighting will be installed throughout the site in phases. Light poles and lighted bollards will be installed along the east entrance to illuminate the Restoration and Conference Center entrance. Parking lot lighting will be installed in the south and north parking lots. Pole heights will be 40' to reduce the overall number of poles required to achieve safe lighting levels. There are areas at the perimeter of the site where the light levels exceed 1-foot candle. Yankee Air Museum has discussed this with the WCAA and ACM and have received approval of the adjoining property owners to allow the light levels to exceed the maximum 1.0 foot candles at the property line. Letters from each of the adjoining property owners have been attached.

The West side of the building will be illuminated with pedestrian level lighting and lighted bollards. High mast light poles will be installed in the West Parking Lot in the final phase of the project.

Appendix A - Easement Documents

604

Yankee Air Museum

Willow Run Bomber Plant Construction & Restoration

Document 604

WCAA – Non-Exclusive Access Easement from WCAA to YAM

[Recorded in Wayne County]

This Easement covers the paved portions of Kirk Profit Drive and is granted to YAM for the purpose of vehicle and visitor access to the Yankee Bomber Plant Building. The practical effect of this Easement is to establish Kirk Profit Drive as the main entrance to the museum. NOTE: This Easement does NOT allow for construction traffic on Kirk Profit Drive.

This is the version that was recorded in Wayne County (there is a Washtenaw County recorded version as well).



Sarah Gardner
Recording Analyst
662 Woodward Ave, 9th Floor | Detroit, MI 48226
800.594.1044 ext. 72728 *toll free*
313-877-2728 *direct*
SarahGardner@TitleSource.com

November 17, 2014

VIA UPS Ground

Wayne County Airport Authority
Attn: Kevin Clark
1 LC Smith Building – Mezzanine
Detroit, MI 48242

RE: Recorded Documents
TSI Order No: 59210296
Address: 2930 Ecorse Road
Ypsilanti, MI 48198
Reference: Yankee Air Museum

Dear Mr. Clark,

Enclosed, please find the recorded documents in connection with the above referenced transaction.

- Non-Exclusive Access Agreement – Recorded 11/10/2014 Liber 51841 Page 491 Document No. 2014432676
- Non-Exclusive Utility Easement Agreement – Recorded 11/10/2014 Liber 51841 Page 512 Document No. 2014432677

If you have any questions or concerns, please contact Lisa Wiedbusch at 313-877-1880 or LisaWiedbusch@titlesource.com.

Sincerely,

Sarah Gardner
Recording Analyst

Enclosures

2014 NOV 10 02:02

Bernard J. Youngblood
Wayne County Register of Deeds

2014432676 L: 51841 P: 491
11/10/2014 02:02 PM EAS Total Pages: 21



NON-EXCLUSIVE ACCESS EASEMENT^(c)

This **Non-Exclusive Access Easement Agreement** (hereinafter "Agreement") is entered into as the 9th day of October, 2014 (hereinafter "Effective Date") by and between the **Wayne County Airport Authority**, a political subdivision, instrumentality and public agency of the Charter County of Wayne, Michigan, pursuant to the powers granted to it by Act 90 of 2002, MCL 259.108 et seq., located at the Detroit Metropolitan Wayne County Airport, 1 L.C. Smith Building – Mezzanine, Detroit, Michigan 48242 (hereinafter referred to as "Authority" or "Grantor") and the **Yankee Air Force, Inc. d/b/a Yankee Air Museum**, a Michigan non-profit corporation with its principal offices located at 47884 D Street, Willow Run Airport, Belleville, Michigan 48111 (hereinafter referred to as the "Grantee"). The Grantor and Grantee may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the County of Wayne (hereinafter the "County") owns the Willow Run Airport (hereinafter the "Airport") located in Ypsilanti and Van Buren, Michigan; and

WHEREAS, pursuant to the amendment to the Michigan Aeronautics Code, being the Public Airport Authority Act, MCL 259.108 – 259.125c, the Authority has the authority to lease premises and facilities at the Airport and to grant rights and privileges with respect thereto; and

WHEREAS, the Authority has agreed to grant a permanent non-exclusive easement and right-of-way over the Airport in accordance with the terms, conditions and restrictions set forth in this Agreement; and

WHEREAS, the Grantee has agreed to accept a permanent non-exclusive easement and right-of-way over the Airport in strict conformance with the terms, conditions and restrictions set forth in this Agreement.

NOW therefore, for good and valuable consideration of One Dollar (\$1.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged by the Authority, the Parties agree as follows:

1. Grant of Permanent Non-Exclusive Access Easement

The Grantor does hereby provide and grant unto said Grantee, and said Grantee's permitted successors and assigns, a permanent non-exclusive easement and right-of-way (the "Easement") over and across the following described real property (the "Easement Area"), for so long as the Easement is used solely for the purposes herein mentioned and permissible under this Agreement, for the purpose of providing a means of vehicular ingress to and egress from (a) the new Yankee Air Museum, which shall be located on the real property purchased by the Grantee from Racer Properties, LLC (the "Grantee's Parcel") to and from (b) Airport Road, a public roadway, such Easement Area being more particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The Grantee's Parcel is more particularly described in Exhibit "B" attached hereto. The easement granted and the covenants made herein shall run with and against the Grantee's Parcel and the Easement Area and shall be appurtenant thereto and a burden thereon. For reference only, the foregoing described Easement is granted across real property commonly known as Kirk Profit Drive or Airport Drive, each a private street located at the Willow Run Airport (collectively "Roadway").

2. Limitations

The Easement is granted, subject to the conditions, restrictions, and limitations contained in this Agreement. The recording of this Non-Exclusive Access Easement or use of the Easement by the Grantee, for itself and its employees, agents, contractors, patrons, visitors, invitees, and tenants shall be deemed acknowledgment and acceptance by Grantee of all terms and conditions, restrictions, and limitations contained in this Agreement, which shall be effective and binding upon the Grantee, its employees, agents, contractors, patrons, visitors, invitees, and tenants.

3. Indemnity

Grantee assumes the risk and shall indemnify and hold harmless Grantor and/or Grantors' directors, officers, employees, public officials, agents, customers, invitees, and licensees against, any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments, and expenses for bodily injury, death, any other personal injury, damage to real or personal property, and business interruption (including, without limitation, attorneys' fees and court costs) incurred in connection with or arising from: (1) the use or occupancy of the Easement Area by Grantee, or its employees, agents, contractors, invitees, tenants, patrons and visitors, any other person

entering upon the Easement Area under the express or implied invitation of Grantee, or any person claiming under Grantee; (2) any activity, work, or thing done, or permitted or suffered on or about the Easement Area by Grantee, or its employees, agents, contractors, invitees, tenants, patrons, visitors, any other person entering upon the Easement Area under the express or implied invitation of Grantee, or any person claiming under Grantee; (3) any actual or alleged acts, omissions, or negligence of Grantee, or its employees, agents, contractors, invitees, tenants, visitors, any other person entering upon the Easement Area under the express or implied invitation of Grantee, or any person claiming under Grantee; (4) any actual or alleged breach, violation, or nonperformance by Grantee, or its employees, agents, contractors, invitees, tenants, visitors, any other person entering upon the Easement Area under the express or implied invitation of Grantee, or any person claiming under Grantee, of any term, covenant, or provision of this Agreement or any law, ordinance, or governmental requirement of any kind; or, (5) any injury or damage to the person, property, or business of Grantee, or its employees, agents, contractors, invitees, tenants, visitors, any other person entering upon the Easement Area under the express or implied invitation of Grantee, or any person claiming under Grantee. If any action or proceeding is brought against Grantor and/or Grantors' directors, officers, employees, public officials, agents, customers, invitees, or licensees by reason of any such claim, Grantee, upon notice from Grantor, shall defend the claim at Grantee's expense with counsel satisfactory to Grantor.

4. Reversionary Interest

The Grantor expressly reserves a reversionary interest in the Easement Area. Grantee shall not share, lease, assign, sell, convey, or transfer all or any part of the Easement or rights granted herein. The Grantee shall not permit the access of any third party to the Easement Area, except for employees, agents, contractors, invitees, and tenants of the Grantee and patrons and visitors to the Yankee Air Museum. The Grantee shall not permit the Easement Area to be used as a construction entrance for any construction vehicles, construction workers or construction tools and equipment. Notwithstanding anything to the contrary herein, the Grantee shall not grant permission to: (a) Racer Properties LLC (hereinafter "Racer"), any assignee or successor of Racer, or any company, organization or entity associated or affiliated with Racer; or (b) any entity, company or developer seeking to develop the former GM Powertrain, to use or access the Easement Area.

In the event: (a) Grantee should cease to use the Easement continuously for any one (1) year period; (b) Grantee abandons, disuses, shares, leases, sells, assigns, conveys, or transfers all or any part of the Easement, or rights granted herein, the Easement and all rights connected therewith shall automatically terminate and revert to Grantor in accordance with the Grantor's interest in the real property, and a Grantor may file an Affidavit of Facts Relating to Title for the purpose of giving public notice of any such reversion. Upon termination and reversion as stated, the Grantee shall execute and deliver a recordable instrument of conveyance returning the herein described easement rights to Grantor and releasing any and all rights which may have been conveyed hereby. Grantor shall be released from any obligation or liability to Grantee arising or resulting from the granting or termination of this Agreement.

5. Costs and Maintenance

Grantee agrees to be responsible for any and all costs, expenses or liabilities related to damage to Grantors' real property or interest therein, which damage was occasioned by or resulted from the Grantee's use of the Easement. Grantee shall limit the size and weight of the vehicular traffic to that which the Roadway was designed to carry. Grantor shall be responsible for the maintenance (including snow removal) and repair thereof and shall keep the same in a good and usable condition, free of unreasonable obstructions.

6. No Construction by Grantee

The rights granted herein do not include any rights of Grantee to construct or install any improvements in the Easement Area without the written authorization of the Authority, which may be withheld in the sole and absolute discretion of the Authority.

7. Easement is Non-Exclusive

The rights granted herein are nonexclusive and shall not be construed to interfere with or restrict the Grantor's paramount and unfettered right to use the Easement Area for any and all purposes, to fully use and enjoy the property, or construct and maintain property improvements, including without limitation roadways, waterlines, sanitary sewers, electric and cable systems, and airport facilities, in, over, under, across and through Easement Area, so long as such use and enjoyment does not unduly and unreasonably interfere with the use of the Easement for the purposes granted to Grantee. Grantor reserve the right to designate reasonable access points for

Grantee, and Grantee shall be restricted to use of such access points designated by Grantor. Grantor reserves the right to take all steps necessary or desirable for airport security and for compliance with laws, rules and regulations including, without limitation, FAA regulations, guidelines, ordinances, grant assurances, and any Airport rules and regulations.

8. No Construction Liens

Grantee shall not permit or suffer to exist any construction lien of any kind or nature against the Easement Area or other lands owned by Grantor for any work done or materials furnished at the instance, request, or on behalf of Grantee. The Grantee shall, at the Grantee's sole cost and expense, immediately bond off any construction in accordance with the procedures established in the Michigan Construction Lien Act, Act 497 of 1980, MCL 570.1101 et seq. Grantee shall indemnify and hold harmless Grantor against any and all liens, claims, demands, costs, and expenses of any nature connected with or arising out of such work done or materials furnished.

9. Grantee's Activities

All activities conducted on the Easement Area by Grantee shall be conducted in compliance with all laws, ordinances, rules, and regulations including, without limitation, environmental, land use, and public utility laws, rules and regulations. This includes, but is not limited to, any rules, regulations, and/or permitting process established by Grantor to regulate access to the Easement Area in addition to the terms contained herein. The obligations of Grantee to Grantor (and the venue provision) shall survive the termination of this Easement and/or reversion of the Easement Area. Any claim

brought pursuant to the terms of this Easement shall only be brought in the Washtenaw County Circuit Court or in U.S. District Court for the Eastern District of Michigan.

At the Authority's sole and exclusive option, for which separate consideration is acknowledged as received, the Authority and Grantee agree any and all claims and disputes between the Parties shall be resolved by arbitration before the American Arbitration Association in accordance with the then current Commercial Rules of the American Arbitration Association, and any judgment or award issued by the arbitrators shall be final and may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall occur only in Wayne County, Michigan. The initiating party shall pay all arbitration filing fees.

10. Costs attributable to Grantee

In the event the Grantee fails to perform any of the Grantee's obligations pursuant to this Agreement, the Grantor may, upon written notice to the Grantee, perform such obligations and charge Grantee for the same. No later than ten (10) days after the Grantor's written demand, the Grantee shall pay all costs assessed by the Authority to the Grantee.

11. Other Provisions

a. Nothing contained in this Agreement shall be deemed to be a gift or dedication of the Easement Area to the general public or for any public use or purpose whatsoever, it being the intention of the Parties hereto that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties hereto and their employees, agents, contractors, invitees, tenants, visitors and patrons, any rights or remedies under or by reason of this Agreement.

b. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by a nationally recognized overnight carrier, addressed to the Parties as follows:

If to Grantee

Yankee Air Museum
47884 D Street
Belleville, MI 48111
Attn: Raymond F. Hunter
Email: huntersofa2@aol.com

With a copy to:

Dennis Norton
Email: denorton@nortondevelopment.com

Hooper Hathaway, PC
126 S. Main Street
Ann Arbor, MI 48104
Attn: William J. Stapleton
Email: wstapleton@hooperhathaway.com

If to GRANTOR:

Wayne County Airport Authority
Detroit Metropolitan Wayne County Airport
L.C. Smith Building - Mezzanine
Detroit, Michigan 48242
Attn: Chief Executive Officer
Contracts.notices@wcaa.us

c. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected and is enforceable.

d. The captions, section numbers, and article numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Agreement, nor in any way affect this Agreement.

e. When used herein, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

f. The recitals stated above are incorporated herein by reference as if fully restated herein, and the recitals shall be an integral part of this Agreement.

g. The Parties acknowledge, understand and agree this Agreement is the product of negotiations between the Parties and their respective legal counsel, and that, through counsel, the Parties have contributed to the content of this Agreement. Accordingly, the Parties agree that any otherwise applicable legal rule of contract construction requiring ambiguities in this Agreement to be construed against the drafter thereof will not be applicable in any dispute regarding the terms of this Agreement.

h. Each Party acknowledges and agrees it has read this Agreement, fully understands all terms and conditions, has had a full opportunity to consult with counsel in reaching and reviewing this Agreement, has entered into this Agreement freely and voluntarily, and considers the Agreement to be fair and reasonable.

i. This Agreement sets forth all the covenants, promises, conditions, and understandings between the Authority and Grantee concerning the Easement and the Grantee's limited use thereof. There are no implied rights granted to Grantee by this Agreement. No alteration, amendment, change, or addition to this Agreement is binding upon the Authority unless it is in writing and signed by each Party hereto.

j. This Agreement is subordinate to the terms, conditions, and covenants of any existing or future agreements between the Authority and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

k. All terms, conditions, and covenants of this Agreement are subordinate to the rights of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use, and any terms, conditions, and covenants of this Agreement inconsistent with the terms, conditions, and covenants of such Agreement with the United States of America will be suspended thereby.

l. The Grantee agrees the Authority retains and reserves the right to further develop and improve the Airport, including, without limiting the generality hereof, its landing areas, runways, hangars, ramp areas, roads and the like, regardless of the desires or views of the Grantee in this regard and without interference or hindrance by the Grantee. In the event of any such development or improvement, the Authority agrees to make reasonable efforts to avoid interference with Grantee's use of the Easement for the purposes stated herein. The Authority's right to develop and improve the Airport, inclusive of the Easement Area, shall be free from any actual or potential liability to the Grantee for interference with its activities or liability for loss occurring to the Grantee as a result of such development or improvement. The Grantee hereby forever releases the Authority from any and all claims, liabilities and damages arising

from or related to the Authority's development of and improvements to the Airport and the Easement Area.

m. This Agreement shall be construed in accordance with the laws of the State of Michigan.

n. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other.

o. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver, unless specifically so stated.

p. This Agreement is exempt from Michigan, Wayne County and Washtenaw County transfer taxes pursuant to MCL § 207.526(a) and MCL § 207.505(a).

SIGNATURES ON FOLLOWING PAGE

YANKEE AIR FORCE, INC. D/B/A YANKEE AIR MUSEUM

By: Raymond F. Hunter

Its: CHAIR BD OF DIR

Print Name: RAYMOND F. HUNTER

STATE OF MICHIGAN)
COUNTY OF Washtenaw) ss

The foregoing Non-Exclusive Access Easement Agreement was acknowledged before me this 7th day of October, 2014, by Raymond F. Hunter the Chair, Bd. of Dir. of Yankee Air Force, Inc. d/b/a Yankee Air Museum, a Michigan non-profit corporation, on behalf of the Michigan non-profit corporation.

Notary's Signature: Michelle Weaver
Notary's Name: Michelle Weaver

Notary Public, State of Michigan,
County of Washtenaw
My Commission Expires 3/15/2021
Acting in Washtenaw, County



Drafted by and when recorded return to:
The Wayne County Airport Authority

Detroit Metropolitan Wayne County Airport
1 L.C. Smith Building – Mezzanine
Detroit, Michigan 48242
Attention: Kevin C. Clark, Assistant General Counsel

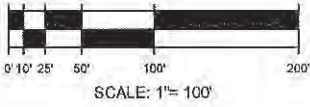
#109147

WHEN RECORDED RETURN TO:

**Title Source Inc.
662 Woodward Avenue
Detroit, MI 48226**

COMMERCIAL
59210296 S.J.

EXHIBIT A

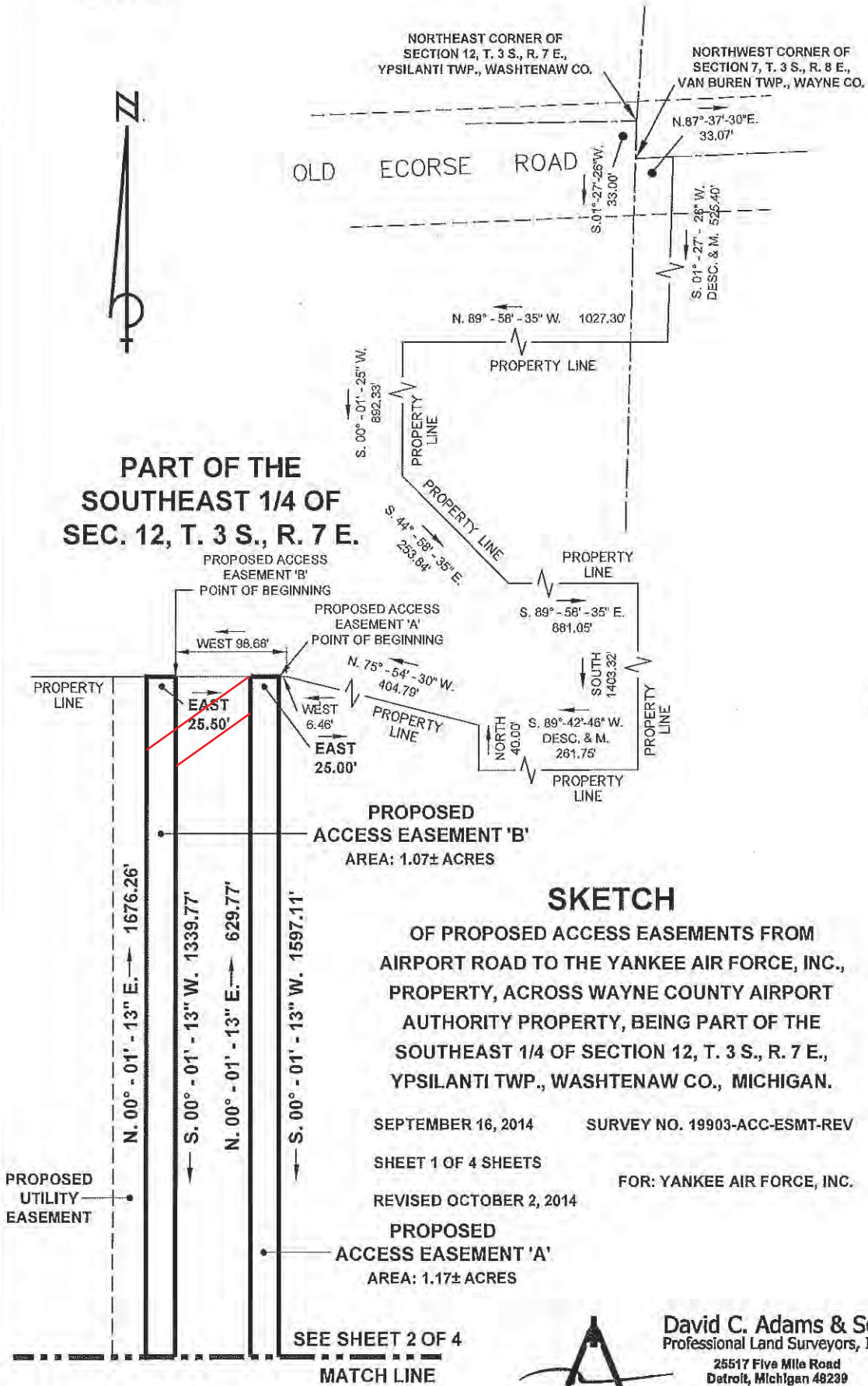


NORTHEAST CORNER OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TWP., WASHTENAW CO.

NORTHWEST CORNER OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TWP., WAYNE CO.

OLD ECORSE ROAD

PART OF THE SOUTHEAST 1/4 OF SEC. 12, T. 3 S., R. 7 E.



SKETCH

OF PROPOSED ACCESS EASEMENTS FROM AIRPORT ROAD TO THE YANKEE AIR FORCE, INC., PROPERTY, ACROSS WAYNE COUNTY AIRPORT AUTHORITY PROPERTY, BEING PART OF THE SOUTHEAST 1/4 OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TWP., WASHTENAW CO., MICHIGAN.

SEPTEMBER 16, 2014

SURVEY NO. 19903-ACC-ESMT-REV

SHEET 1 OF 4 SHEETS

FOR: YANKEE AIR FORCE, INC.

REVISED OCTOBER 2, 2014

PROPOSED ACCESS EASEMENT 'A'
AREA: 1.17± ACRES

SEE SHEET 2 OF 4

MATCH LINE



David C. Adams & Son
Professional Land Surveyors, Inc.

25517 Five Mile Road
Detroit, Michigan 48239

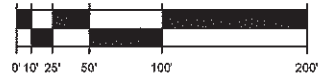
Tel: 313-538-1222

Fax: 313-538-8438

www.DCAsurveys.com

MATCH LINE

SEE SHEET 1 OF 4



SCALE: 1" = 100'

N. 00°-01'-13"E.
629.77'

PROPOSED
ACCESS EASEMENT 'B'
AREA: 1.07± ACRES

PROPOSED
ACCESS EASEMENT 'A'
AREA: 1.17± ACRES



PROPOSED
UTILITY
EASEMENT

N. 00°-01'-13" E. 1676.26'

S. 00°-01'-13" W. 1339.77'

N. 00°-01'-13" E. 414.92'

N. 03°-32'-23" W. 193.26'

S. 00°-01'-13" W. 1597.11'

PART OF THE SOUTHEAST 1/4 OF SEC. 12, T. 3 S., R. 7 E.

① CHD N.42°-23'-37"E.
CHD 32.36'
ARC 34.30'
RAD 29.12'

② CHD S.13°-20'-57"E.
CHD 12.39'
ARC 12.50'
RAD 27.26'

③ CHD N.36°-32'-09"E.
CHD 35.12'
ARC 37.62'
RAD 29.51'

SKETCH

OF PROPOSED ACCESS EASEMENTS FROM
AIRPORT ROAD TO THE YANKEE AIR FORCE, INC.,
PROPERTY, ACROSS WAYNE COUNTY AIRPORT
AUTHORITY PROPERTY, BEING PART OF THE
SOUTHEAST 1/4 OF SECTION 12, T. 3 S., R. 7 E.,
YPSILANTI TWP., WASHTENAW CO., MICHIGAN.

SEPTEMBER 29, 2014

SURVEY NO. 19903-ACC-ESMT-REV

SHEET 2 OF 4 SHEETS

FOR: YANKEE AIR FORCE, INC.

REVISED OCTOBER 2, 2014

ROAD LINE
AIRPORT ROAD
ROAD LINE

③

①

②

S.00°-54'-25"E.
34.42'

CHD S.10°-02'-52"E.
CHD 17.53'
ARC 17.61'
RAD 55.18'

N.64°-36'-55"W.
54.86'

N.64°-36'-55"W.
56.33'



David C. Adams & Son
Professional Land Surveyors, Inc.

25517 Five Mile Road
Detroit, Michigan 48239

Tel: 313-538-1222

Fax: 313-538-8438

www.DCAsurveys.com

REVISED OCTOBER 2, 2014

PROPOSED ACCESS EASEMENT 'A' DESCRIPTION:

PART OF THE SOUTHEAST 1/4 OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND RUNNING THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE 33.00 FEET TO THE NORTHWEST CORNER OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE NORTH 87 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 33.07 FEET TO A POINT; THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG A LINE PARALLEL WITH THE LINE COMMON TO SAID SECTIONS 7 AND 12, A DISTANCE OF 525.40 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 1027.30 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 01 MINUTE 25 SECONDS WEST A DISTANCE OF 892.33 FEET TO A POINT; THENCE SOUTH 44 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 253.84 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 881.05 FEET, TO A POINT IN THE INTERIOR OF SAID SECTION 7; THENCE SOUTH, A DISTANCE OF 1403.32 FEET TO A POINT; THENCE SOUTH 89 DEGREES 42 MINUTES 46 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 261.75 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE NORTH, A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH 75 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 404.79 FEET TO A POINT; THENCE WEST, A DISTANCE OF 6.46 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING, SOUTH 00 DEGREES 01 MINUTE 13 SECONDS WEST A DISTANCE OF 1597.11 FEET TO A POINT; THENCE SOUTH 05 DEGREES 31 MINUTES 17 SECONDS WEST A DISTANCE OF 118.34 FEET TO A POINT; THENCE SOUTH 00 DEGREES 54 MINUTES 25 SECONDS EAST A DISTANCE OF 34.42 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTHEAST, RADIUS 55.18 FEET, AN ARC DISTANCE OF 17.61 FEET (CHORD BEARS SOUTH 10 DEGREES 02 MINUTES 52 SECONDS EAST, 17.53 FEET) TO A POINT ON THE NORTH LINE OF AIRPORT ROAD; THENCE NORTH 64 DEGREES 36 MINUTES 55 SECONDS WEST, ALONG THE NORTH LINE OF SAID AIRPORT ROAD, ALONG A LINE NOT TANGENT TO THE FOREGOING CURVE, A DISTANCE OF 56.33 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE, NOT TANGENT TO THE FOREGOING LINE, CONCAVE TO THE NORTHWEST, RADIUS 29.22 FEET, AN ARC DISTANCE OF 34.30 FEET (CHORD BEARS NORTH 42 DEGREES 23 MINUTES 37 SECONDS EAST, 32.36 FEET) TO A POINT OF TANGENT; THENCE NORTH 05 DEGREES 31 MINUTES 17 SECONDS EAST, ALONG A LINE TANGENT TO THE FOREGOING CURVE, A DISTANCE OF 123.20 FEET TO A POINT; THENCE NORTH 00 DEGREES 01 MINUTE 13 SECONDS EAST A DISTANCE OF 311.55 FEET TO A POINT; THENCE NORTH 03 DEGREES 32 MINUTES 23 SECONDS WEST A DISTANCE OF 193.26 FEET TO A POINT; THENCE NORTH 00 DEGREES 01 MINUTE 13 SECONDS EAST A DISTANCE OF 414.92 FEET TO A POINT; THENCE NORTH 14 DEGREES 24 MINUTES 34 SECONDS EAST A DISTANCE OF 48.29 FEET TO A POINT; THENCE NORTH 00 DEGREES 01 MINUTE 13 SECONDS EAST A DISTANCE OF 629.77 FEET TO A POINT ON THE SOUTH LINE OF THE YANKEE AIR FORCE, INC., PROPERTY; THENCE ALONG SAID SOUTH PROPERTY LINE, EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.



David C. Adams & Son
Professional Land Surveyors, Inc.

25517 Five Mile Road
Detroit, Michigan 48239

Tel: 313-538-1222

Fax: 313-538-8438

www.DCAsurveys.com

REVISED OCTOBER 2, 2014

PROPOSED ACCESS EASEMENT 'B' DESCRIPTION:

PART OF THE SOUTHEAST 1/4 OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND RUNNING THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE 33.00 FEET TO THE NORTHWEST CORNER OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE NORTH 87 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 33.07 FEET TO A POINT; THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG A LINE PARALLEL WITH THE LINE COMMON TO SAID SECTIONS 7 AND 12, A DISTANCE OF 525.40 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 1027.30 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 01 MINUTE 25 SECONDS WEST A DISTANCE OF 892.33 FEET TO A POINT; THENCE SOUTH 44 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 253.84 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 881.05 FEET, TO A POINT IN THE INTERIOR OF SAID SECTION 7; THENCE SOUTH, A DISTANCE OF 1403.32 FEET TO A POINT; THENCE SOUTH 89 DEGREES 42 MINUTES 46 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 261.75 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE NORTH, A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH 75 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 404.79 FEET TO A POINT; THENCE WEST, A DISTANCE OF 98.68 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING, SOUTH 00 DEGREES 01 MINUTE 13 SECONDS WEST A DISTANCE OF 1339.77 FEET TO A POINT; THENCE SOUTH 13 DEGREES 32 MINUTES 05 SECONDS EAST A DISTANCE OF 50.13 FEET TO A POINT; THENCE SOUTH 00 DEGREES 01 MINUTE 13 SECONDS WEST A DISTANCE OF 150.30 FEET TO A POINT; THENCE SOUTH 12 DEGREES 37 MINUTES 24 SECONDS WEST A DISTANCE OF 54.73 FEET TO A POINT; THENCE SOUTH 00 DEGREES 12 MINUTES 39 SECONDS EAST A DISTANCE OF 123.73 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE, TANGENT TO THE FOREGOING LINE, CONCAVE TO THE NORTHEAST, RADIUS 27.26 FEET, AN ARC DISTANCE OF 12.50 FEET (CHORD BEARS SOUTH 13 DEGREES 20 MINUTES 57 SECONDS EAST, 12.39 FEET) TO A POINT ON THE NORTH LINE OF AIRPORT ROAD; THENCE NORTH 64 DEGREES 36 MINUTES 55 SECONDS WEST, ALONG THE NORTH LINE OF SAID AIRPORT ROAD, ALONG A LINE NOT TANGENT TO THE FOREGOING CURVE, A DISTANCE OF 54.86 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE, NOT TANGENT TO THE FOREGOING LINE, CONCAVE TO THE NORTHWEST, RADIUS 29.51 FEET, AN ARC DISTANCE OF 37.62 FEET (CHORD BEARS NORTH 36 DEGREES 32 MINUTES 09 SECONDS EAST, 35.12 FEET) TO A POINT OF TANGENT; THENCE NORTH 00 DEGREES 01 MINUTE 13 SECONDS EAST A DISTANCE OF 1676.26 FEET TO A POINT ON THE SOUTH LINE OF THE YANKEE AIR FORCE, INC., PROPERTY; THENCE ALONG SAID SOUTH PROPERTY LINE, EAST A DISTANCE OF 25.50 FEET TO THE POINT OF BEGINNING.



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www.DCAsurveys.com

EXHIBIT B

PART OF THE EAST 1/2 OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND PART OF THE WEST 1/2 OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND RUNNING THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE 33.00 FEET TO THE NORTHWEST CORNER OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE NORTH 87 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 33.07 FEET TO A POINT; THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG A LINE PARALLEL WITH THE LINE COMMON TO SAID SECTIONS 7 AND 12, A DISTANCE OF 525.40 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 1027.30 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 01 MINUTE 25 SECONDS WEST A DISTANCE OF 892.33 FEET TO A POINT; THENCE SOUTH 44 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 253.84 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 881.05 FEET, TO A POINT IN THE INTERIOR OF SAID SECTION 7; THENCE SOUTH, A DISTANCE OF 574.23 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING, SOUTH, A DISTANCE OF 829.09 FEET TO A POINT; THENCE SOUTH 89 DEGREES 42 MINUTES 46 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 261.75 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE NORTH, A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH 75 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 404.79 FEET TO A POINT; THENCE WEST, A DISTANCE OF 512.11 FEET TO A POINT; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECOND EAST A DISTANCE OF 418.67 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF 443.50 FEET TO A POINT; THENCE NORTH 45 DEGREES 02 MINUTES 00 SECONDS EAST A DISTANCE OF 69.30 FEET TO A POINT; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECOND EAST A DISTANCE OF 224.85 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, CROSSING THE SECTION LINE COMMON TO SAID SECTIONS 12 AND 7, A DISTANCE OF 673.56 FEET TO THE POINT OF BEGINNING. CONTAINING 16.74 ACRES, MORE OR LESS, OF LAND IN AREA.

EASEMENT

For and in consideration of the sum of actual consideration, which is less than \$100.00, exempt under MCL 207.526(a) and MCL 207.505(a), receipt of which is hereby acknowledged, Yankee Air Museum, 47884 D Street, Belleville, MI 48112 (Grantor) hereby grants to DTE Gas Company, a Michigan Corporation (Grantee), with its principal office at One Energy Plaza, Detroit, Michigan 48226, its successors and assigns, an easement to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipeline or pipelines for the transportation of gas, oil or other substances which can be transported through a pipeline or pipelines, and such mains, service laterals, drips, valves, regulators, fittings, meters and other equipment and appurtenances as may be necessary or convenient for its operations, over and through the following described real estate, the route thereof to be selected by Grantee, upon the following real estate in the Township of Ypsilanti, Washtenaw County, State of Michigan, to wit:

SEE ATTACHED EXHIBIT A

together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any pipeline or pipelines or facility installed hereunder is used or remains within the easement.

THE PARTIES FURTHER AGREE THAT:

No buildings or other structures shall be erected or placed, and no trees shall be planted, on or in the above described easement without the written consent of the Grantee. Additional workspace, contiguous to the easement may be used temporarily during construction, maintenance or removal of the pipeline or pipelines installed hereunder.

Grantee shall replace in good workmanlike manner all tile cut in the construction of the pipeline or pipelines.

Grantee shall not interfere with the use of said premises by Grantor for normal residential and commercial purposes except in the exercise of the work permitted hereunder. Grantee shall bury said pipeline or pipelines at a minimum depth of 24 inches.

Grantee shall pay reasonable damages to improvements occasioned by said installation or by any of its subsequent operations under this easement or shall replace the damaged area to its original condition as reasonably practical.

The rights herein granted may be assigned in whole or in part. All rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executors, successors, and assigns of the parties hereto.

Grantee shall indemnify, defend, and hold Grantor harmless from and against all claims and liabilities for injury to persons or property, including without limitation, reasonable attorney's fees expended in defending against any such claims, to the extent caused by Grantee's willful or negligent acts or omissions in exercising the rights granted in this Easement.

It is understood that the person securing this easement is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

Executed this 19th day of DECEMBER, 2017.

Raymond Hunter

Raymond Hunter, Chair

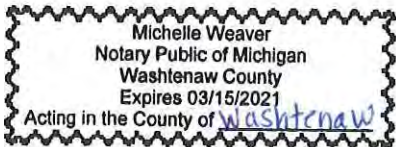
ACKNOWLEDGMENT

STATE OF MICHIGAN

County of Washtenaw

The foregoing instrument was acknowledged before me this 19th day of December, 2017, by

Raymond Hunter.



Michelle Weaver
Notary Name: Michelle Weaver

Notary Public Washtenaw County, Michigan

Acting in Washtenaw County, Michigan

My Commission Expires: 03/15/2021

Prepared by and return to: Tyler Remington
DTE Energy
PO Box 279
Kalkaska, MI 49646

SURVEY

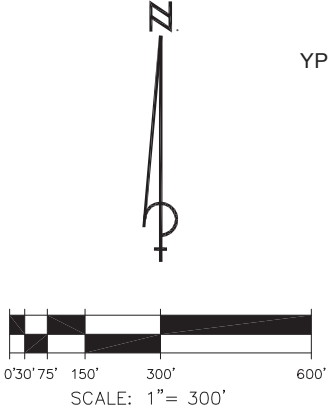
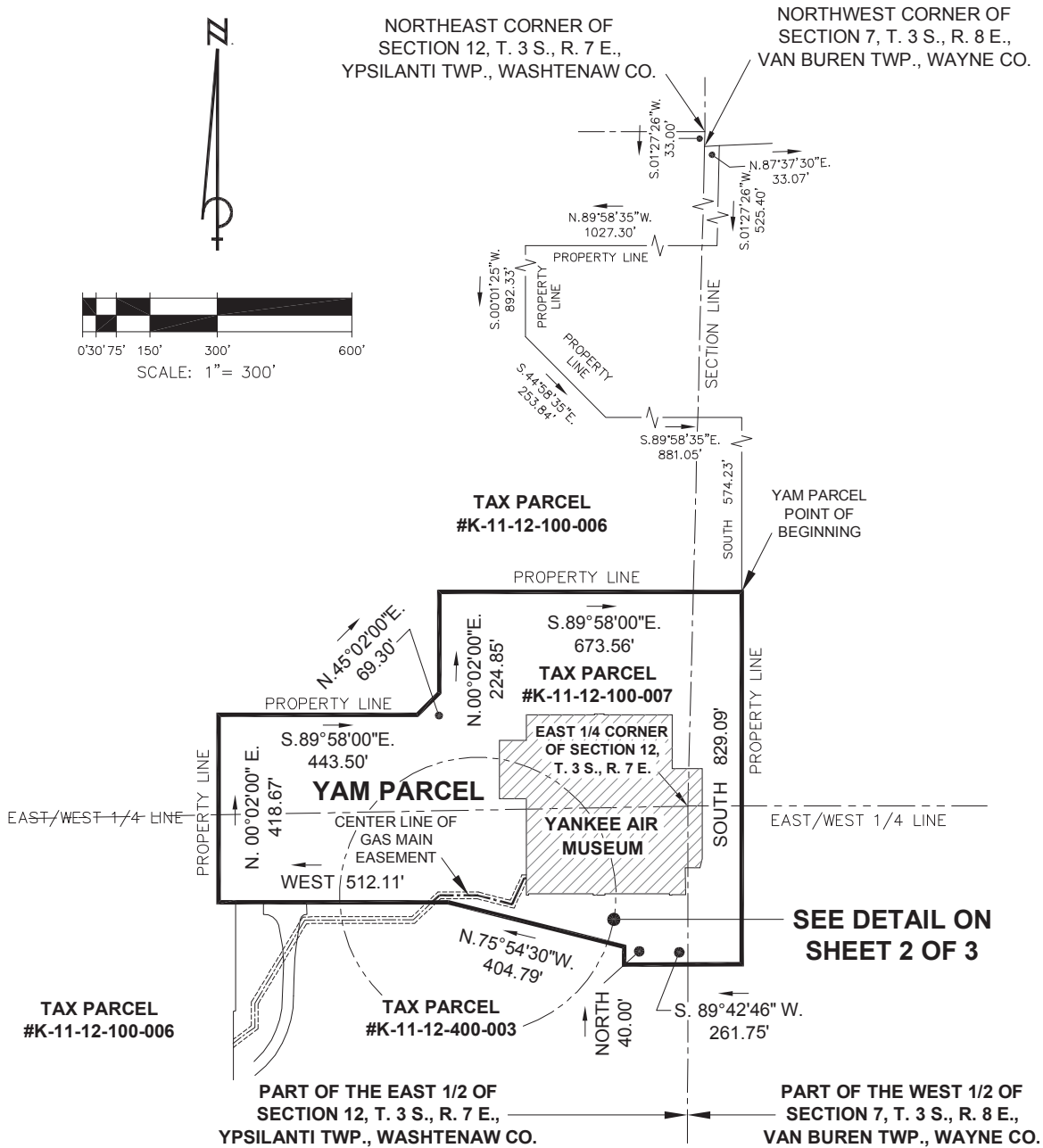
FOR A PROPOSED 15 FOOT WIDE GAS MAIN EASEMENT OVER A PORTION OF THE
 YANKEE AIR MUSEUM PROPERTY, BEING PART OF THE EAST 1/2 OF SECTION 12, T. 3
 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, AND THE WEST 1/2 OF
 SECTION 7, T.3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN.

JANUARY 29, 2018

SHEET 1 OF 3 SHEETS

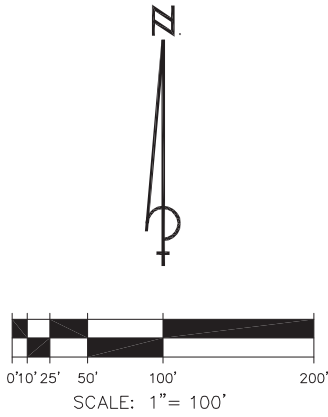
SURVEY NO. 20216-YAM

EXHIBIT 'A'



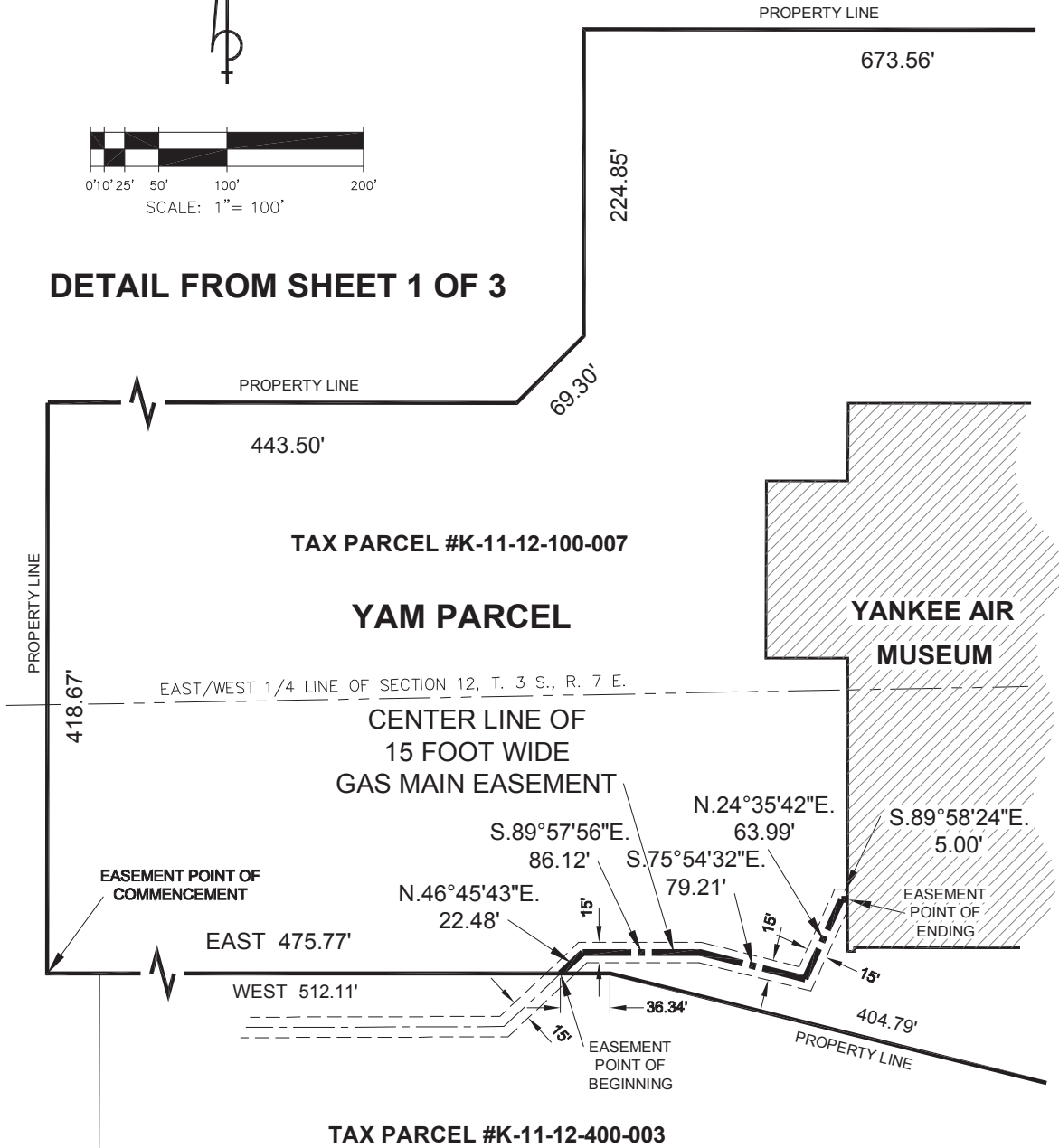
David C. Adams & Sor
 Professional Land Surveyors, Inc
 25517 Five Mile Road
 Detroit, Michigan 48239
 Tel: 313-538-1222
 Fax: 313-538-8438
 www.DCAsurveys.com

EXHIBIT 'A'



**TAX PARCEL
#K-11-12-100-006**

DETAIL FROM SHEET 1 OF 3



**PART OF THE SOUTHEAST 1/4 OF
SECTION 12, T. 3 S., R. 7 E.,
YPSILANTI TWP., WASHTENAW CO.**



David C. Adams & Son
Professional Land Surveyors, Inc

25517 Five Mile Road
Detroit, Michigan 48239

Tel: 313-538-1222
Fax: 313-538-8438
www.DCAsurveys.com

YAM PARCEL DESCRIPTION (TAX PARCEL #K-11-12-100-007):

PART OF THE EAST 1/2 OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND PART OF THE WEST 1/2 OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND RUNNING THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE 33.00 FEET TO THE NORTHWEST CORNER OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE NORTH 87 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 33.07 FEET TO A POINT; THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG A LINE PARALLEL WITH THE LINE COMMON TO SAID SECTIONS 7 AND 12, A DISTANCE OF 525.40 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 1027.30 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 01 MINUTE 25 SECONDS WEST A DISTANCE OF 892.33 FEET TO A POINT; THENCE SOUTH 44 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 253.84 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 881.05 FEET, TO A POINT IN THE INTERIOR OF SAID SECTION 7; THENCE SOUTH, A DISTANCE OF 574.23 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING, SOUTH, A DISTANCE OF 829.09 FEET TO A POINT; THENCE SOUTH 89 DEGREES 42 MINUTES 46 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 261.75 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE NORTH, A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH 75 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 404.79 FEET TO A POINT; THENCE WEST, A DISTANCE OF 512.11 FEET TO A POINT; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECOND EAST A DISTANCE OF 418.67 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF 443.50 FEET TO A POINT; THENCE NORTH 45 DEGREES 02 MINUTES 00 SECONDS EAST A DISTANCE OF 69.30 FEET TO A POINT; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECOND EAST A DISTANCE OF 224.85 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, CROSSING THE SECTION LINE COMMON TO SAID SECTIONS 12 AND 7, A DISTANCE OF 673.56 FEET TO THE POINT OF BEGINNING. CONTAINING 16.74 ACRES, MORE OR LESS, OF LAND IN AREA.

PROPOSED 15 FOOT WIDE GAS MAIN EASEMENT DESCRIPTION:

PART OF THE SOUTHEAST 1/4 OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF THE ABOVE DESCRIBED PARCEL (TAX PARCEL #K-11-12-100-007) AND RUNNING THENCE EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 475.77 FEET TO THE POINT OF BEGINNING OF THE PROPOSED EASEMENT HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING COURSES AND DISTANCES ALONG THE CENTER LINE OF A PROPOSED 15 FOOT WIDE EASEMENT FOR GAS MAIN, NORTH 46 DEGREES 45 MINUTES 43 SECONDS EAST, 22.48 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 56 SECONDS EAST, 86.12 FEET; THENCE SOUTH 75 DEGREES 54 MINUTES 32 SECONDS EAST, 79.21 FEET; THENCE NORTH 24 DEGREES 35 MINUTES 42 SECONDS EAST, 63.99 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF ENDING ON THE WEST FACE OF THE YANKEE AIR MUSEUM BUILDING. THE SIDE LINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS, AT THE SOUTH PROPERTY LINE OF THE ABOVE DESCRIBED PROPERTY AND AT THE WEST FACE OF THE YANKEE AIR MUSEUM BUILDING.



DAVID C. ADAMS & SON
PROFESSIONAL LAND SURVEYORS, INC.

IF THE SURVEYOR'S SIGNATURE IS NOT IN A CONTRASTING COLOR, THE PLAN IS A COPY THAT SHOULD BE ASSUMED TO CONTAIN UNAUTHORIZED ALTERATIONS.

Paul J. Krietsch

by:

PAUL J. KRIETSCH
 PROFESSIONAL LAND SURVEYOR NO. 30086



ADAMS & SON
 PROFESSIONAL SURVEYORS

David C. Adams & Son
 Professional Land Surveyors, Inc.

25517 Five Mile Road
 Detroit, Michigan 48239

Tel: 313-538-1222

Fax: 313-538-8438

www.DCAsurveys.com



STORM WATER EASEMENT AGREEMENT

THIS STORM WATER EASEMENT AGREEMENT (this "Agreement") is entered into as of the 1st day of January, 2015 (the "Effective Date") **YANKEE AIR FORCE, INCORPORATED**, a Michigan non-profit corporation, whose address is 47884 D Street, Belleville, Michigan 48112 (d/b/a Yankee Air Museum) ("YAM" or "Grantee") and the **WAYNE COUNTY AIRPORT AUTHORITY**, a public body corporate, the principal office of which is located at Detroit Metropolitan Wayne County Airport, L.C. Smith Building Mezzanine, Detroit, Michigan 48242 (referred to herein alternatively as "WCAA" or "Grantor") (each of the foregoing is a "Party" and collectively they are the "Parties").

RECITALS:

A. YAM is fee owner of that certain parcel of land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, and in the Township of Van Buren, County of Wayne, State of Michigan, as more particularly described and depicted on attached Exhibit A (the "YAM Parcel").

B. WCAA has operational jurisdiction over a certain parcel of land adjacent to the YAM Parcel situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan and Township of Van Buren, County of Wayne, State of Michigan as depicted on attached Exhibit B (the "WCAA Parcel"). The WCAA Parcel together with the YAM Parcel constitute the "Parcels".

C. As specifically described in this Agreement, certain specific storm water lines are (or will be) located on the Parcels and the Parties desire to enter into this Agreement for the purpose of supplying the YAM Parcel with storm water drainage and WCAA, as Grantor, desires to grant to YAM, only for the benefit of the YAM only, a non-exclusive, non-assignable storm water line easement over and across the WCAA Parcel.

D. The portion of the YAM storm water line depicted between points "H" and "I" on attached Exhibit C is the "YAM Storm Water Line." A portion of the existing eighty-four inch (84") WCAA storm sewer line depicted between points "D" and "G" on attached Exhibit C is the "WCAA Storm Water Line."

E. The Parties understand that the portions of the storm water lines and easements depicted on Exhibit C from points "F" to "H" and "H" to "I" are subject to design and construction changes and the final easement boundaries and legal descriptions thereof will be set at twelve (12) feet on either side of the center line of the storm water line. As to the "F" to "H" portion, the final alignment shall be subject to the prior written approval of the WCAA, in its sole and absolute discretion. As to the "H" to "I" portion, YAM agrees that the actual field location of the storm water line will not interfere with the existing WCAA security fence.

G. The Parties hereto desire to set forth the easements to be granted, the rights to be reserved, the terms and conditions of such easements and to provide for the maintenance thereof, all in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements hereinafter set forth, does hereby grant to the Grantee as follows:

AGREEMENT

1. Grant of Non-Exclusive, Perpetual Easements.

(a) Storm Water Easement Segment "D" to "G".

WCAA hereby grants and conveys to YAM the non-exclusive, right and easement to use the WCAA Storm Water Line and that portion of the WCAA Parcel depicted and described on Exhibit D for the discharge and drainage of storm water from the YAM Parcel through the WCAA Storm Water Line (the "YAM Segment D-G Easement").

(b) Storm Water Easement Segment "F" to "H".

(i) WCAA hereby grants and conveys to YAM, the non-exclusive, right and easement to use that portion of the WCAA Parcel depicted and described on Exhibit D for the portion of the YAM Storm Water Line located thereon and to discharge and drain storm water collected from the YAM Storm Water Line (the "YAM Segment F-H Easement").

(c) The Parties understand that the depiction of proposed easements attached hereto relating to the existing storm water lines are based on field investigations and the best available information as of the Effective Date. The above described easements may not coincide with the actual field location of the storm water lines. Therefore, if actual field investigations determine that the existing storm water lines are located closer than twelve (12) feet to the legally described easement boundary, then the Parties agree to adjust the legally described boundary of the easement to provide at least twelve (12) feet from the outside of the easement to the centerline of the storm water line, for a total easement width of twenty-four (24) feet.

(d) The portions of the storm water lines identified as points "F" to "H" and "H" to "I" on attached Exhibit D will be constructed during the development of the YAM Parcel and the Parties agree that the final easement boundaries and legal descriptions for the easements within which the storm water line will be located will be set at twelve (12) feet on either side of the center line of the "as built" storm water line, and this Agreement may be amended to attach revised legal descriptions for the said easements following construction of the storm water line described above. The final alignment of portion "F" to "H" shall be subject to the prior written approval of the WCAA, in its sole and absolute discretion. The final alignment of portion "H" to "I" will not interfere with the existing WCAA security fence.

The Storm Water Easements granted above also includes the right of access to perform maintenance, as set forth in Paragraph 3, below.

2. Maintenance of Storm Water System. Each Party and its permitted successors and assigns shall be responsible for maintaining the portions of the respective storm water lines located on its Parcel in good operating condition and repair. Notwithstanding anything to the contrary herein, this Agreement and any portion of the rights and easements conferred by this Agreement, shall not be assigned, transferred, sold or conveyed to any person or entity. In the event YAM attempts to assign, transfer, sell or convey this Agreement, or any portion of the rights and easements conferred by this Agreement, the Parties agree the WCAA may, in its sole and absolute discretion, terminate this Agreement in its entirety, and YAM, and any unpermitted assigns or successors, shall immediately sign any and all documents provided by the WCAA that terminate this Agreement and all rights and easements conferred by this Agreement.

3. Conflicting Improvements. The Parties and their permitted successors and assigns shall not construct or place, or allow to be constructed or placed, any additional buildings or structures, fences, earthen berms or embankments, or other improvements (other than paving, utilities, trees, shrubs, landscaping, trash receptacles, lighting and signs, and fencing) in, over, under or across the respective Storm Water System Easements that would interfere, in any way, with the functioning, maintenance, repair or replacement of the storm water system on the Parcels. Notwithstanding anything to the contrary herein, the WCAA's security fence is exempt from this conflicting improvements clause, meaning the Parties understand and agree the WCAA's security fence may be moved or replaced at any time by the WCAA, in its sole and absolute discretion.

4. No Dedication. Except as already existing today, nothing contained in this Agreement shall be deemed to be a gift or dedication of the Storm Water Easement to the general public or for any public use or purpose whatsoever, it being the intention of the Parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

5. Damages. If YAM, or any of its respective agents, employees, contractors, or others acting on YAM's behalf, cause any damage or liability to persons or property, including the WCAA's Parcel, then YAM shall, without delay, be solely responsible for all damage or liabilities. YAM shall specifically indemnify the Wayne County Airport Authority, including its Board members, employees and agents, from any and all actual or potential damages or liabilities arising from or related to: (1) this Agreement; (2) the rights conferred to YAM pursuant to this Agreement; or (3) the WCAA's existing storm water sewer system..

6. Modification of Agreement. This Agreement may only be amended (in whole or in part) by a written agreement between YAM and the WCAA, which must be signed by the WCAA's Chief Executive Officer. Any and all amendments shall be duly recorded in the Offices of the Register of Deeds of Wayne County, Michigan and of Washtenaw County, Michigan.

7. Insurance. Throughout the term of this Agreement, YAM shall procure and maintain commercial general liability insurance in an amount not less than \$3,000,000 single limited personal injury and property damage and \$3,000,000 combined personal injury and property damage with a company authorized to do business in the State of Michigan and with a A.M. Best Insurance Guide "Best's Rating" of at least A- and a "Financial Size Category" of at least Class XIV. WCAA is self-insured. All insurance policies procured and maintained by YAM shall specifically name the Wayne County Airport Authority and the County of Wayne as additional insureds. YAM shall provide evidence of insurance to the WCAA on a yearly basis,

on an Accord 25 form from a reputable insurance company licensed to do business in the State of Michigan and with an AM Best Rating of A- or higher. YAM's failure to provide insurance as required herein is a material breach of this Agreement, for which WCAA may terminate this Agreement.

8. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by a nationally recognized overnight carrier, addressed to the Parties as follows:

If to YAM:

Yankee Air Museum
47884 D Street
Belleville, Michigan 48112
Attn: Raymond F. Hunter

With a copy to:

William J. Stapleton
Hooper Hathaway, PC
126 Main Street
Ann Arbor, Michigan 48104
Fax: 734.662.6098
Email: wstapleton@hooperhathaway.com

and a copy to:

Dennis Norton
Email: denorton@nortondevelopment.com

If to WCAA:

Wayne County Airport Authority
Detroit Metropolitan Wayne County Airport
L.C. Smith Terminal Mezzanine
Detroit, Michigan 48242
Attn: Chief Executive Officer
Contracts.notices@wcaa.us

9. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

11. Miscellaneous.

(a) This Agreement shall be construed in accordance with the laws of the State of Michigan.

(b) Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other.

(c) This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings among the Parties hereto concerning the Storm Water Easement Areas. All recitals and all Exhibits attached to this Agreement are by this reference incorporated herein and made a part hereof.

(d) No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver, unless specifically so stated.

(e) This Agreement is exempt from Michigan, Wayne County and Washtenaw County transfer taxes pursuant to MCL § 207.526(a) and MCL § 207.505(a).

consideration is \$1.00 SG

(f) This Agreement is subordinate to the terms, conditions and covenants of any existing or future agreements between WCAA and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

(g) All terms, conditions and covenants of this Agreement are subordinate to the rights of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use, and any terms, conditions, and covenants of this Agreement inconsistent with the terms, conditions and covenants of such agreement with the United States of America will be suspended thereby.

[Signatures appear on following page]

*Signature page to Storm Water Easement Agreement between
Yankee Air Force, Incorporated (dba Yankee Air Museum), and Wayne County Airport Authority*

IN WITNESS WHEREOF, the Parties hereto have executed this instrument the day and year first above written.

YAM:

YANKEE AIR FORCE, INCORPORATED,
a Michigan nonprofit corporation
(dba Yankee Air Museum)

Dated as of 6 January, 2015

By: Raymond F. Hunter

Name: Raymond F. Hunter
Title: Chairman

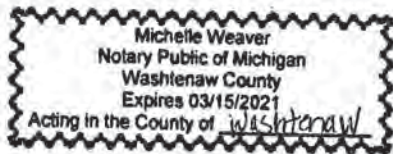
STATE OF MICHIGAN)
) SS:
COUNTY OF Washtenaw)

On the 6 day of January, 2015, before me a Notary Public for the State and county aforesaid, personally appeared Raymond F. Hunter, who acknowledged himself to be the Chairman of Yankee Air Force, Incorporated, a Michigan Non-Profit Corporation, and that he, being authorized to do so, executed the foregoing Storm Water Easement Agreement for the purposes therein contained by signing the name of said entity by himself as such authorized signatory.

WITNESS my hand and seal the day and year aforesaid.

Michelle Weaver

Print Name: Michelle Weaver
My commission expires: 3/15/2021



[Signatures continue on the following page]

Exhibit A

Legal Description and Depiction of YAM Parcel

(See attached)



EXHIBIT A

SEPTEMBER 22, 2014

SHEET ONE OF TWO SHEETS

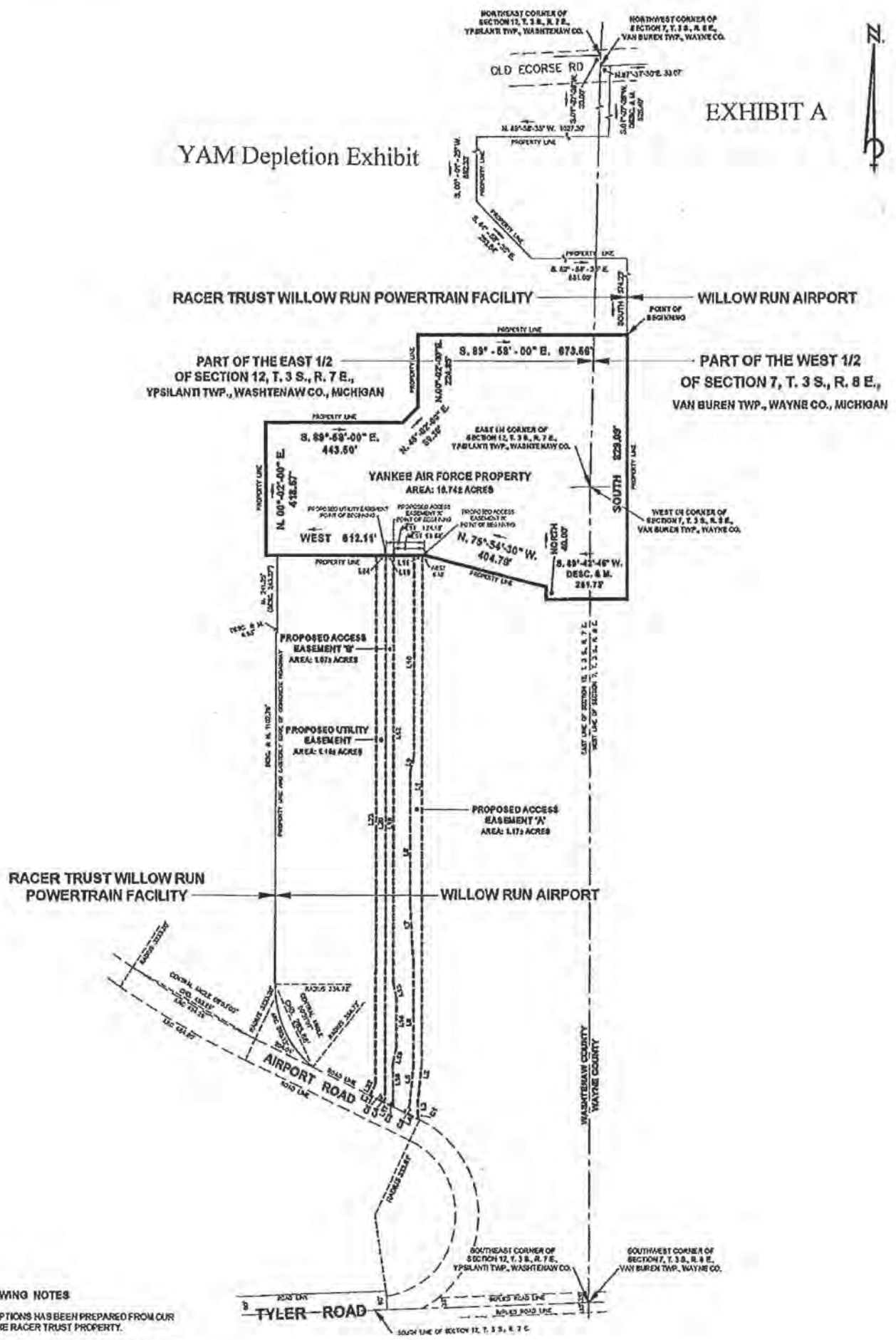
SURVEY NO. 19932-YAM-REVISED

YANKEE AIR MUSEUM PROPERTY DESCRIPTION:

PART OF THE EAST 1/2 OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND PART OF THE WEST 1/2 OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND RUNNING THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE 33.00 FEET TO THE NORTHWEST CORNER OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE NORTH 87 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 33.07 FEET TO A POINT; THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG A LINE PARALLEL WITH THE LINE COMMON TO SAID SECTIONS 7 AND 12, A DISTANCE OF 525.40 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 1027.30 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 01 MINUTE 25 SECONDS WEST A DISTANCE OF 892.33 FEET TO A POINT; THENCE SOUTH 44 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 253.84 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 881.05 FEET, TO A POINT IN THE INTERIOR OF SAID SECTION 7; THENCE SOUTH, A DISTANCE OF 574.23 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING, SOUTH, A DISTANCE OF 829.09 FEET TO A POINT; THENCE SOUTH 89 DEGREES 42 MINUTES 46 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 261.75 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE NORTH, A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH 75 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 404.79 FEET TO A POINT; THENCE WEST, A DISTANCE OF 512.11 FEET TO A POINT; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECOND EAST A DISTANCE OF 418.67 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF 443.50 FEET TO A POINT; THENCE NORTH 45 DEGREES 02 MINUTES 00 SECONDS EAST A DISTANCE OF 69.30 FEET TO A POINT; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECOND EAST A DISTANCE OF 224.85 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, CROSSING THE SECTION LINE COMMON TO SAID SECTIONS 12 AND 7, A DISTANCE OF 673.56 FEET TO THE POINT OF BEGINNING. CONTAINING 16.74 ACRES, MORE OR LESS, OF LAND IN AREA.

EXHIBIT A

YAM Depletion Exhibit



DRAWING NOTES

THIS DRAWING OF DESCRIPTIONS HAS BEEN PREPARED FROM OUR PREVIOUS SURVEYS OF THE RACER TRUST PROPERTY.
 EXISTING BUILDINGS, IMPROVEMENTS AND EASEMENTS AFFECTING THESE PARCELS HAVE NOT BEEN SHOWN.

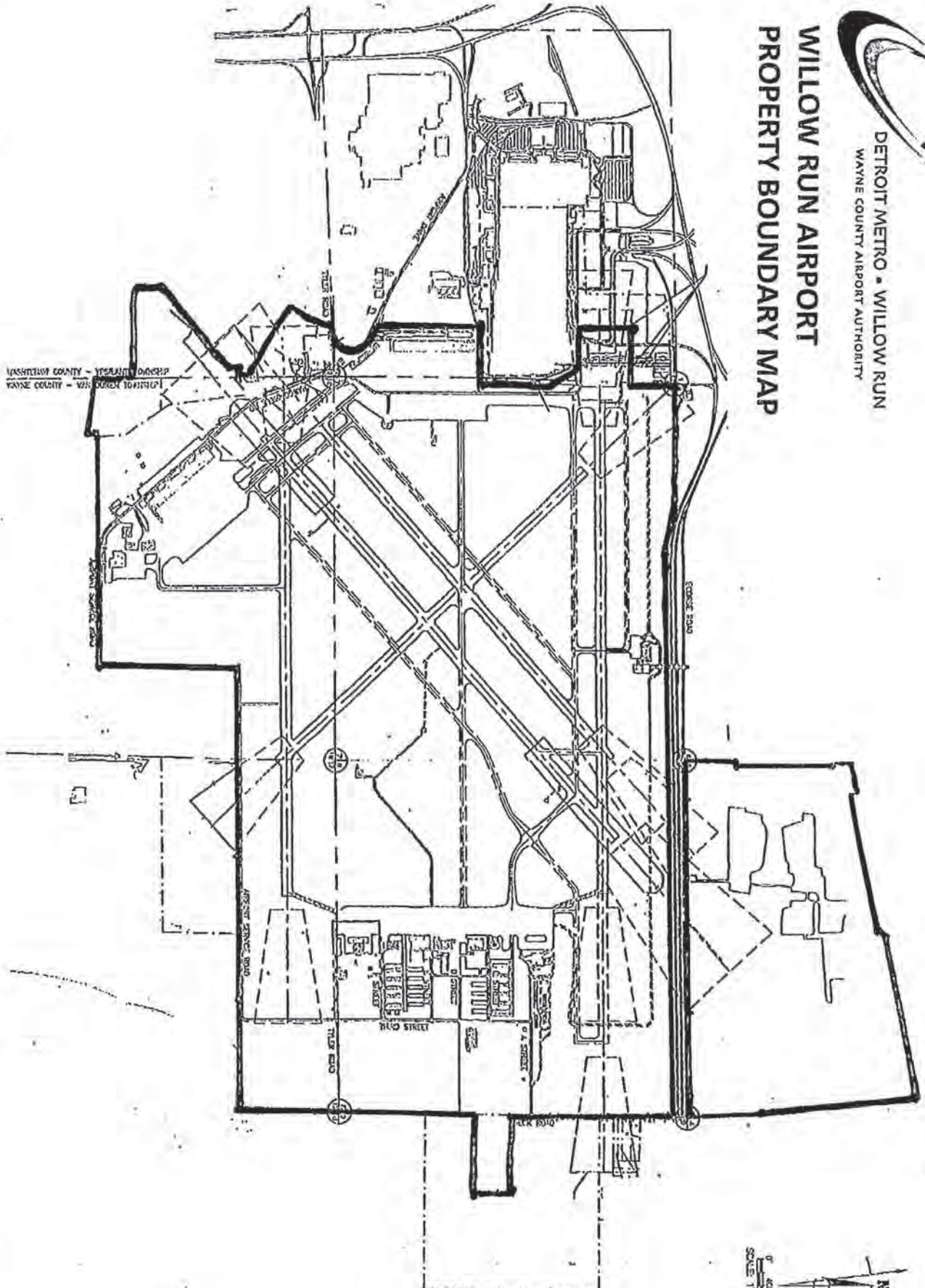
Exhibit B

Depiction of WCAA Parcel



DETROIT METRO • WILLOW RUN
WAYNE COUNTY AIRPORT AUTHORITY

WILLOW RUN AIRPORT PROPERTY BOUNDARY MAP



WILLOW RUN AIRPORT
WAYNE COUNTY - WILLOW RUN



Exhibit C

Depiction of Storm Water Line Easements
(See attached)

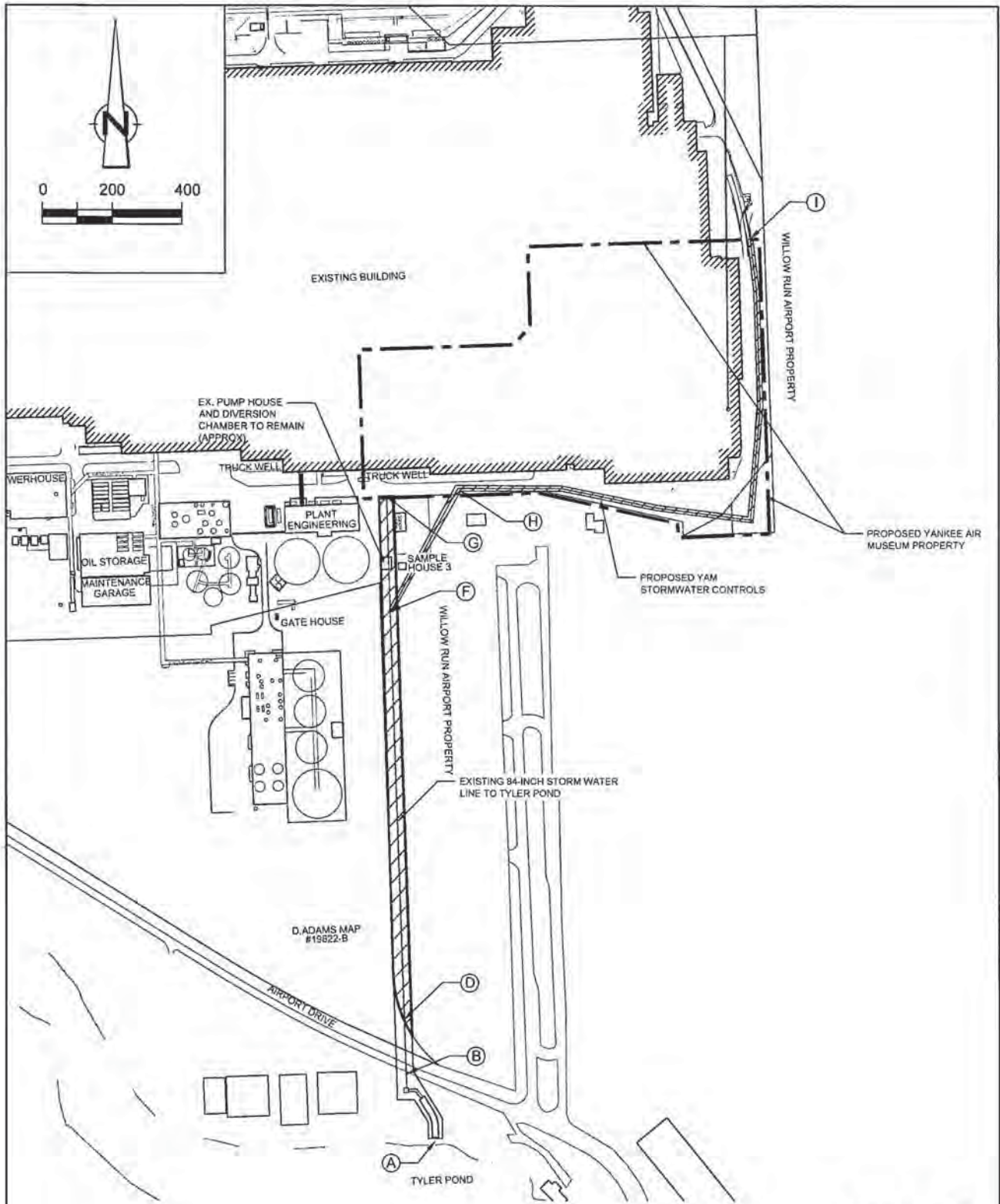


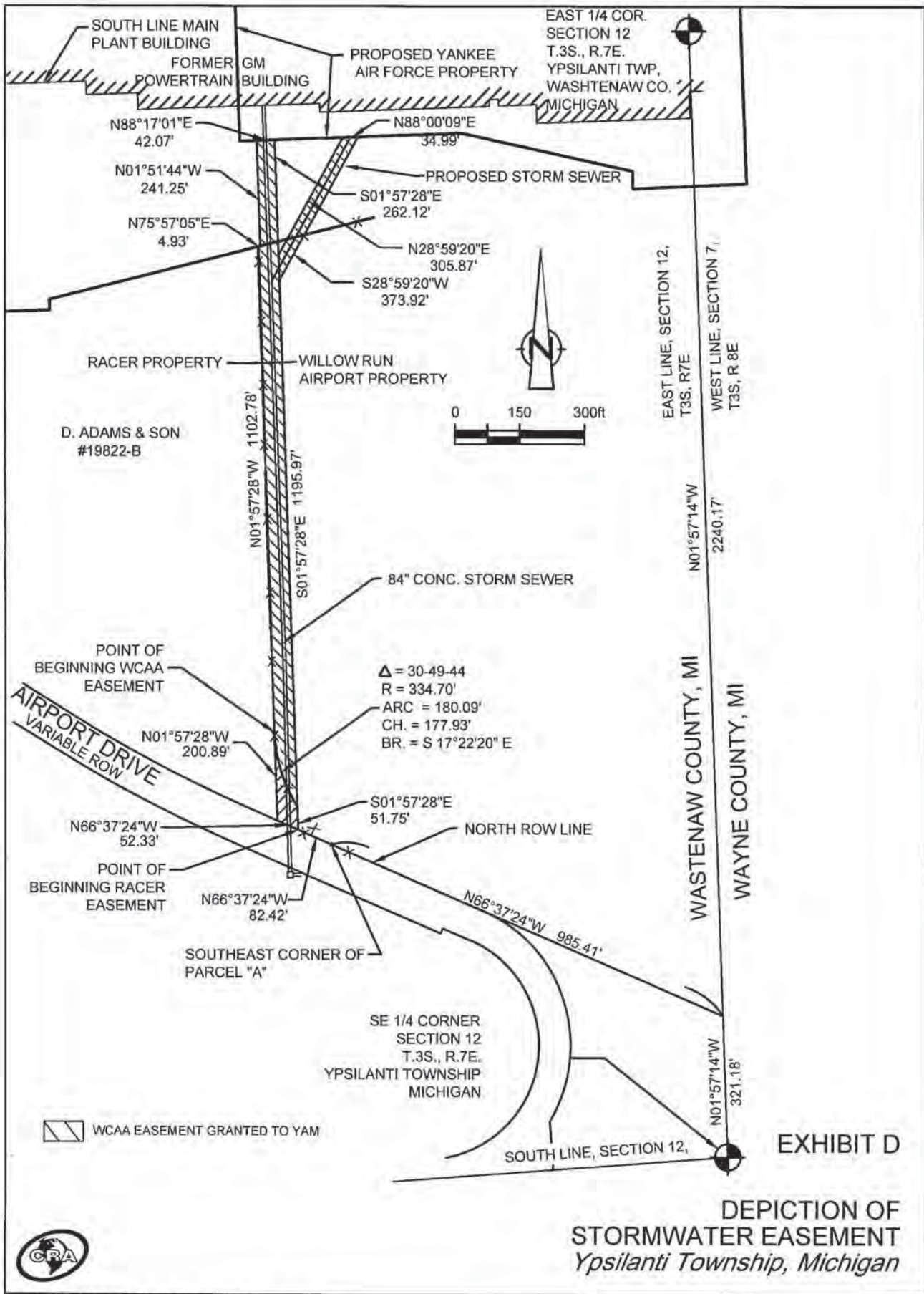
EXHIBIT C
DEPICTION OF PROPOSED
STORM WATER LINES AND EASEMENTS

Ypsilanti, Michigan



Exhibit D

Legal Description and Depiction of Storm Water Easements
(See attached)



WCAA EASEMENT GRANTED TO YAM

EXHIBIT D

DEPICTION OF
 STORMWATER EASEMENT
 Ypsilanti Township, Michigan



DESCRIPTION OF STORM SEWER EASEMENT GRANTED TO YAM:

AN EASEMENT SITUATED IN THE SOUTHEAST 1/4 OF SECTION 12, TOWN 3 SOUTH., RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12, SAID POINT BEING 2240.17 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 12, N 01°57'14" W, 321.18 FEET; THENCE LEAVING SAID SECTION LINE, N 66°37'24" W, 985.41 FEET TO THE SOUTHEAST CORNER OF PARCEL "A" (D.ADAMS MAP #19822-B), ALSO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF AIRPORT DRIVE; THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF AIRPORT DRIVE, N 66°37'24" W, 82.42 FEET; THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF AIRPORT DRIVE, N 66°37'24" W, 52.33 FEET; THENCE N 01°57'28" W, 200.89 FEET TO THE WEST LINE OF WILLOW RUN AIRPORT AND THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE CONTINUING ALONG SAID WEST LINE OF WILLOW RUN AIRPORT PROPERTY, THE FOLLOWING THREE COURSES: N01°57'28" W, 1102.78 FEET; THENCE N 75°57'05" E, 4.93 FEET; THENCE N 01°51'44" W, 241.25 FEET; THENCE LEAVING SAID PROPERTY LINE N 88°17'01" E, 42.07 FEET; THENCE, S 01°57'28" E, 262.12 FEET; THENCE N 28°59'20" E, 305.87 FEET TO A POINT ON THE SOUTH LINE OF PROPOSED YAM PROPERTY; THENCE CONTINUING ALONG SAID PROPERTY LINE N 88°00'09" E, 34.99 FEET; THENCE LEAVING SAID PROPERTY LINE S 28°59'20" W, 373.92 FEET; THENCE S 1°57'28" E, 1195.97 FEET; THENCE NORTHWESTERLY 180.09 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 334.70 FEET, A CENTRAL ANGLE OF 30°49'44", AND A CHORD OF 177.93 FEET BEARING N 17°22'20" W TO THE EAST LINE OF PARCEL "A", THE WEST LINE OF WILLOW RUN AIRPORT PROPERTY, AND THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION. CONTAINING 1.558 ACRES MORE OR LESS.

NOTES:

1. THIS DESCRIPTION IS BASED ON A FIELD SURVEY CONDUCTED APRIL 2014.
2. THIS ROUTE IS COMPRISED OF BOTH MARKED/SURVEYED PORTIONS, AND PORTIONS DRAWN BY OVERLAYING UTILITY PLANS. DUE TO THE CONDITION OF THE LINE, IT COULD NOT BE DETECTED & MARKED WITH 100% CERTAINTY.
3. ALL SECTION CORNER POSITIONS VERIFIED BY LAND CORNER RECORDATION CERTIFICATES, MICHIGAN REMONUMENTATION RECORDS.
4. BASIS OF BEARING: STATE PLANE COORDINATES, MICHIGAN SOUTH ZONE, NAD83; ALL DISTANCES ARE GRID
5. THIS EASEMENT IS INTENDED TO ENCOMPASS AN EXISTING 84" STORM LINE ON WILLOW RUN AIRPORT BOUNDARY TO THE PROPOSED YANKEE AIR FORCE PROPERTY (YAM).

EXHIBIT D

LEGAL DESCRIPTION FOR
WCAA 84" AND PROPOSED STORMWATER LINE

Ypsilanti Township, Michigan



Insert Easement Documents when received from Owner

Appendix B - Approval Letters & Correspondence

COMMISSIONERS
DOUGLAS E. FULLER
CHAIR

BARBARA RYAN FULLER
VICE CHAIR

WILLIAM McFARLANE
MEMBER

Washtenaw County
BOARD OF COUNTY ROAD COMMISSIONERS
555 NORTH ZEEB ROAD
ANN ARBOR, MICHIGAN 48103

WWW.WCROADS.ORG

ROY D. TOWNSEND, P.E.
MANAGING DIRECTOR
SHERYL SODERHOLM SIDDALL, P.E.
COUNTY HIGHWAY ENGINEER
JAMES D. HARMON, P.E.
DIRECTOR OF OPERATIONS
TELEPHONE (734) 761-1500
FAX (734) 761-3737

February 1, 2018

AECom

3950 Sparks Drive SE
Grand Rapids, MI 49546

Attention: Dennis Norton

**Regarding: WCRC Permit Application #11502 – Yankee Air Museum
Ypsilanti Township**

Dear Mr. Norton:

This letter is provided in response to the applicant's site plan submittal for the above referenced project. The site plan has been reviewed and will not require a permit from our office as there is no work proposed within the public right-of-way and there will not be a significant impact to the road network.

If you have any questions, please do not hesitate to contact me at (734) 327.6692.

Sincerely,



Gary Streight, P.E.
Project Manager

Cc: Nancy Wrybkowski / Charter Township of Ypsilanti
Mike Radzik / Charter Township of Ypsilanti Planner
Charlotte Wilson / Charter Township of Ypsilanti Planning
Ben Carlisle / CWA
Matt Parks, P.E. / OHM
Matt MacDonell, P.E. / WCRC Assistant Director of Engineering



EVAN N. PRATT, P.E.

WATER RESOURCES COMMISSIONER
705 North Zeeb Road
P.O. Box 8645
Ann Arbor, MI 48107-8645

email: drains@ewashtenaw.org
<http://drain.ewashtenaw.org>

HARRY SHEEHAN
Chief Deputy Water Resources Commissioner

SCOTT A. MILLER, P.E.
Deputy Water Resources Commissioner

Telephone 734.222.6860
Fax 734.222.6803

January 24, 2018

Mr. James Rozema, P.E.
AECOM
3950 Sparks Drive SE
Grand Rapids, Michigan 49546-2420

RE: American Center for Mobility
Willow Run Redevelopment
Ypsilanti Township, Michigan
WCWRC Project No. 1228

Dear Mr. Rozema:

This office has reviewed the PD Stage 2 final site plans for the Yankee Air Museum (YAM) development portion of the above referenced project to be located in Ypsilanti Township. The plans had a job number of 12944714, a date of January 15, 2018, and were received on January 16, 2018.

As a result of our review, it appears that the plans, as they relate to storm water management, conform to the previously submitted calculations and plans dated July 7, 2017 that were approved by this office on July 21, 2017.

The design plans for this phase of the proposed construction are technically correct and do not require revisions at this time. Please note any future revisions should be submitted to our office for further review.

If you have any questions, please contact our office.

Sincerely,

A handwritten signature in blue ink that reads "Theresa M. Marsik".

Theresa M. Marsik, P.E.
Storm Water Engineer
(permit\ACM Willow Run Redevelopment rev16)

cc: Mr. Kurtis Weslock, P.E., Mannik Smith Group
Andrew Smart, The American Center for Mobility
Karen Lovejoy Roe, Ypsilanti Township Clerk
Ben Carlisle, Ypsilanti Township Planning and Development (Carlisle Wortman Associates)
Mark Pascoe, P.E., Ypsilanti Township Engineer (Stantec)
Eric Humesky, P.E., Ypsilanti Township Engineer (Stantec)

Ypsilanti Township

Soil Erosion

Permit No: PSE17-0012

Building Department
Phone: (734) 485-3943

7200 S. Huron River Dr.
Fax: (734) 484-5151


Ypsilanti, MI 48197

1 LIBERATOR WAY K -11-12-100-007	Location	YANKEE AIR MUSEUM 47884 D STREET BELLEVILLE MI 48112	Owner
Issued: <u>09/27/17</u> Permit expires <u>03/26/18</u> Const value 0 Lot #: _____ Sec. No. _____ PLEASE CALL (734) 485-3943 FOR AN INSPECTION 24 HOURS IN ADVANCE			Contractor Ph# _____

Work Description:

Stipulations:

Invoice Info

Permit Item	Work Type	Fee Basis	Item Total	
				
Bldg Fee 249.607.010 (BLOT)	Standard Item	0.00	400.00	
Twp Fee 101.607.001(GSITE)	Standard	1.00	50.00	
Bond Info 3037				
Bond Type (DSDRY) Bond No.	Amt Held	Amt Returned	Amt Forfeited	Amt Transferred
Soil Erosion/Sedement (BSE17-0012	1,000.00	0.00	0.00	0.00
Check Number: 3037				

Mailed

S/ David Bellers by _____

Fee Total: \$450.00
Amount Paid: \$450.00

Applicant

Chief Building Official

Balance Due: \$0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire and become null and void if work is not started within 180 days or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and that it is my responsibility to call for all necessary inspections. ALL FEES MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE AND NON-TRANSFERABLE. I hereby certify that the proposed work is authorized by the owner and that I am authorized by the owner to make this application. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge. IT IS UNLAWFUL TO OCCUPY A BUILDING UNTIL A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED.

Payment of permit fee constitutes acceptance of the above terms.



YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

February 13, 2018

VIA ELECTRONIC MAIL

Ms. Charlotte Wilson, Planning and Development Coordinator
Office of Community Standards
CHARTER TOWNSHIP OF YPSILANTI
7200 S. Huron River Drive
Ypsilanti, MI 48197

Re: PD Stage 2 Review #1
Yankee Air Museum
Charter Township of Ypsilanti (Plan Date: 01-15-2018)

Dear Ms. Wilson:

In response to the memorandum from your office dated January 16, 2018, we have reviewed the referenced plans with regards to water supply and wastewater system design. The plans are acceptable to the Authority for this stage of review. It is noted that the Township Fire Department has identified the need for additional hydrants to be installed, however, it is felt that this requirement will not affect either the proposed water main layout nor the potential conversion of the existing private fire suppression water main to a public utility. Should there be any questions please contact this office.

Sincerely,



SDW Digital Signature

SCOTT WESTOVER, P.E., Engineering Manager
Ypsilanti Community Utilities Authority

cc.: Mr. Jeff Castro, Mr. Bob Fry, YCUA
Mr. Eric Copeland (Township Fire Department)
Mr. Eric Humesky, P.E. (Township Engineer)
Mr. Dennis Norton (Applicant)
Mr. Jim Rozema, P.E. (Applicant's design engineer)



AECOM
3950 Sparks Drive Southeast
Grand Rapids
MI, 49546
USA
aecom.com

Project name:
Yankee Air Museum

Project ref:
60402370

From:
Jim Rozema

Date:
January 10, 2018
Revised, 1/15/18

FINAL

To:
Mr. Scott Westover – Engineering Manager
Ypsilanti County Utilities Authority
2777 State Road
Ypsilanti, MI 48198

CC:
Dennis Nelson
Fred Gore

Memo

Subject: Yankee Air Museum FP & Domestic Water System Narrative

Summary of Existing Conditions – Yankee Air Museum Private Fire Protection Main

The Fire Protection line providing service to the Bomber Plant had been worked on by RACER Trust during the demolition of the main building. Numerous Post Indicator Valves (P.I.V.'s) and section valves had been cut & capped prior to the acquisition of the land by Yankee Air Museum. A 12" Fire Line remains operational from the Pump House at the S.W. of the storm water storage tanks to the N.E. corner of the Yankee Air Museum Property. At least one (1) valve on the FP system will not close and the a few of PIV's controlling the existing sprinkler lines within the remaining Bomber Plant will not fully close. The existing ductile iron FP line is in good/very good condition with very little internal or external corrosion.

2017 Improvements – YAM Fire Protection Line

YAM

1. 1 segment of the existing Fire Protection System was lowered to provide separation beneath the Concrete Box Culvert and the top of pipe.

ACM

2. ACM lowered a portion of the existing 12" Fire Protection line to provide vertical separation between the bottom of the proposed storm water swale and top of the pipe.

RACER Trust

3. A 12" & 16" line stop were installed on the existing Fire Protection Loop around the former Fueling Station on WCAA property.
 - a. The valves feeding these lines from the YAM private water main were closed prior to the start of construction; however they were back fed from another source on WCAA property.
 - b. This work had no impact on the operation of the Yankee Air Museum Fire Protection system.
4. 3 segments of the existing Fire Protection System were lowered to provide clearance beneath the East Side Storm Drain and the top of the pipe.
 - a. Segment B
 - b. Segment C
 - c. Segment D

2018 Improvements

YAM

5. Pressure Testing of Existing Fire Protection System

- a. Yankee Air Museum proposes to pressure test the existing Fire Protection line from the location where ACM will connect the new line to the old.
 - i. AECOM has been coordinating this effort with Mannik Smith, so that the FP line does not have to be cut and capped in the future to connect the testing apparatus.
 - b. Repairs to the existing Fire Protection line will be performed as necessary.
 - i. Replace one (1) 12" Valve on existing FP line.
 - ii. Additional scope of repairs is undetermined at this point.
 - c. Pressure Testing of Fire Protection System
 - i. Following Completion of repairs to the FP system, the system will be pressure tested in accordance with YCUA Standards and Specifications.
 - d. Chlorination of FP line
 - i. Following a successful pressure test, the FP will be Chlorinated and bacteriologically tested in accordance with YCUA Standards and Specifications.
 - e. Upon successful completion of the bacteriological testing, YAM will prepare the necessary easement documents and petition to have the existing Fire Protection Line converted to a public system.
 - i. The backflow prevention device installed by ACM will be removed
 - f. In the event the existing Fire Protection Line does not pass the pressure test, the existing FP Line west of the proposed watermain loop on the West side of the building will be abandoned and the proposed system would be fed from the 12" watermain on WCAA property.
6. Fire Protection Loop
- a. The Fire Protection (Watermain) system will be looped around the north and west sides of the Bomber Plant to provide full coverage of the building.
 - i. 4 new fire hydrants will be installed and 1 existing hydrant will be relocated
 - ii. All construction will be performed in accordance with YCUA Standards and Specifications
 - iii. Upon completion of the work and acceptance by YCUA, YAM will petition to have the newly constructed watermain incorporated into the public system.

ACM

7. Following completion of the pressure testing of the existing Fire Protection Loop, ACM will connect the existing FP line to the newly constructed 12" water main.

RACER Trust

8. No work on the Yankee Air Museum Fire Protection line is proposed in 2018.

Summary of Existing Conditions – YAM Domestic Water

1. An existing 12" Public Water Main provides domestic water from the end of ACM's new water main, east to the Wayne County Airport Authority (WCAA) property line through Valve Pit 6
 - a. This existing 12" water main is to remain in service and continue to provide potable water to Hangar 1 and Yankee Air Museum.
2. Valve Pit 6 is located in an existing Public water main Easement on WCAA property, south of the Diversion Chamber, on WCAA property
 - a. Supply:
 - i. The existing 12" Public Domestic Water supply line feeds the valve pit from the west.
 - b. Distribution:
 - i. Within the Valve Pit, the 12" main branches off to an 8" private system
 1. The 8" Private main exits the valve pit to the north and provides domestic water service to Hangar 1
 - a. The 8" private domestic water supply extends to Hangar 1
 - i. A 4" water service provides domestic supply to Hangar 1 through 40 P.G.V.
 - ii. We are not clear if this service remains active or has been closed following internal plumbing modifications.
 2. The 12" Public Water Main also exits the valve pit to the north and provides domestic water supply to Hangar 1 and Yankee Air Museum.
 - a. The 12" water main remains public to a point approximately ½-way between Hangar 1 and the WCAA West Property Line, at which point a 12"x8" tee is located.
 - i. East of the 12"x8" Tee, the domestic water supply line becomes private and reduces to an 8" line.
 1. The record maps only call for a 12"x8" tee at the end of the YCUA owned watermain, with the 8" leg of the system heading toward Airport Road. The maps do not indicate if there is a 12" reducer on the east leg of the tee, however, the private line is noted as being 8" at P.G.V. 41.
 - ii. The physical location of the 12"x8" tee is only available through record plans and has not been verified by a field survey.
 1. The public watermain easement indicates that the tee is located further east than the record maps show.
 3. The 8" private domestic water supply extends to and Hangar 1 and continues east then north past 41 P.G.V. to provide domestic water to the Bomber Plant.
 - a. 41 P.G.V. is currently closed and the 8" water supply to the Bomber Plant is no longer in service.
 - b. An 8"x6" tee on the 8" private watermain delivers a 6" water service provides domestic supply to Hangar 1 through P.G.V. 39.

2017 Improvements – YAM Domestic Water Line

YAM

3. 180 L.F. – 12" PC-350 DI Water Main was installed by Yankee Air Museum for future extension to the existing public system.

RACER Trust

4. Both the 8" & 12" distribution lines were in conflict with the Concrete Stormwater Channel installed by RACER Trust in 2017.
 - a. Two (2) new 12" PC-350 Ductile Iron water pipes were installed beneath the channel to allow for the future replacement of either system without interference to the operation of the concrete channel.
 - i. Refer to the as-built sketch of the water main lowering at the end of the narrative.

2018 Improvements

YAM

5. Yankee Air Museum proposes to connect to the end of the 12" PC-350 DI Water Main installed in 2017 and execution of the following work
 - a. Installation of +/- 225 LF – 12" PC-350 DI Water Main
 - b. Removal of an existing 12"x8" Reducer
 - c. Installation of 2 – 12" Gate Valves, one at either end of the limits of work

- d. Installation of a 12"x6" tee, upstream of 39 P.G.V.
 - i. Assume replacement of existing valve will not be required
 - e. Reconnection of the system to the existing Hangar 1 service piping.
 - f. Installation of new 12" Watermain from north end of 2017 water system improvements
 - i. Assuming entire FP system is accepted as part of the public system, the DW main will be connected to the FP loop, creating a combined water system, fed from 2 directions off the same newly constructed 12" water main.
 - ii. If the FP system is not able to pass the required testing,

 - g. All work will be coordinated with WCAA & YCUA
 - h. All work will be performed in accordance with YCUA Standards and Specifications
 - i. YAM will obtain the necessary permits to perform the work prior to the start of construction.
 - i. Construction Permit - WCAA
 - ii. Water System Construction Permit - MDEQ
 - iii. SESC Permit – Township
6. Easement documents and exhibits will be prepared and recorded by Yankee Air Museum prior to the completion of the work.

ACM

Installation of public water main and connecting to the existing 12" domestic water main

The backflow prevention device located in the pump house, to be demolished by ACM, will be relocated and installed in a vault, west of the ACM 12" Water Main.

The 12" water main passing through the backflow prevention vault will be extended north and connected to the existing fire protection line serving the Yankee Air Museum.

Insert ACM watermain improvements (narrative provided by Mannik Smith) if delivered prior to review with YCUA

March 2, 2018

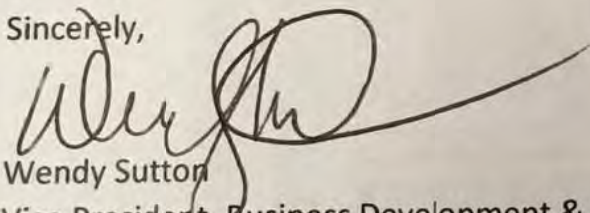
Mr. Dennis Norton
Yankee Air Museum
47884 D Street
Belleville, MI 48111

RE: Yankee Air Museum – Site Lighting

Mr. Norton,

Thank you for sharing your plans for site lighting at the Yankee Air Museum, attached as Exhibit A. I understand the need to maximize the light pole spacing on the site to reduce the number of poles necessary to maintain safe lighting levels on the property. The current lighting plan, prepared by AECOM includes light levels that exceed the maximum footcandles at a zoning or lot boundary as defined in the Code of ordinances Charter Township of Ypsilanti Michigan. The WCAA would not take issue with a variance to allow up to 4.0 footcandles of light along the Eastern property boundary as shown on Exhibit A.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wendy Sutton', with a long, sweeping horizontal line extending to the right.

Wendy Sutton
Vice President, Business Development & Real Estate
Wayne County Airport Authority



American Center for Mobility

CONNECTED. AUTOMATED. VALIDATED.

February 15, 2018

Mr. Dennis Norton
Yankee Air Museum
47884 D Street
Belleville, MI 48111

Re: Yankee Air Museum – Site Lighting

Dennis,

Thank you for sharing your plans for site lighting at the Yankee Air Museum with me. I understand the need to maximize pole spacing to reduce the overall number of light poles necessary to maintain safe lighting levels on the property. The lighting plan prepared by AECOM does include light levels that exceed the local ordinance minimum requirement of 1.0 ft-candle at the property line. Please accept this letter as acknowledgement and acceptance by The American Center for Mobility of the proposed plan.

Sincerely,

Mark Chaput, P.E. – VP of Facility Operations and Construction
The American Center for Mobility

Cc: Charles Ericson

Insert Approval Letters when received

Appendix C - Development Agreement

***Insert Development Agreement when
provided by Township/Owner***

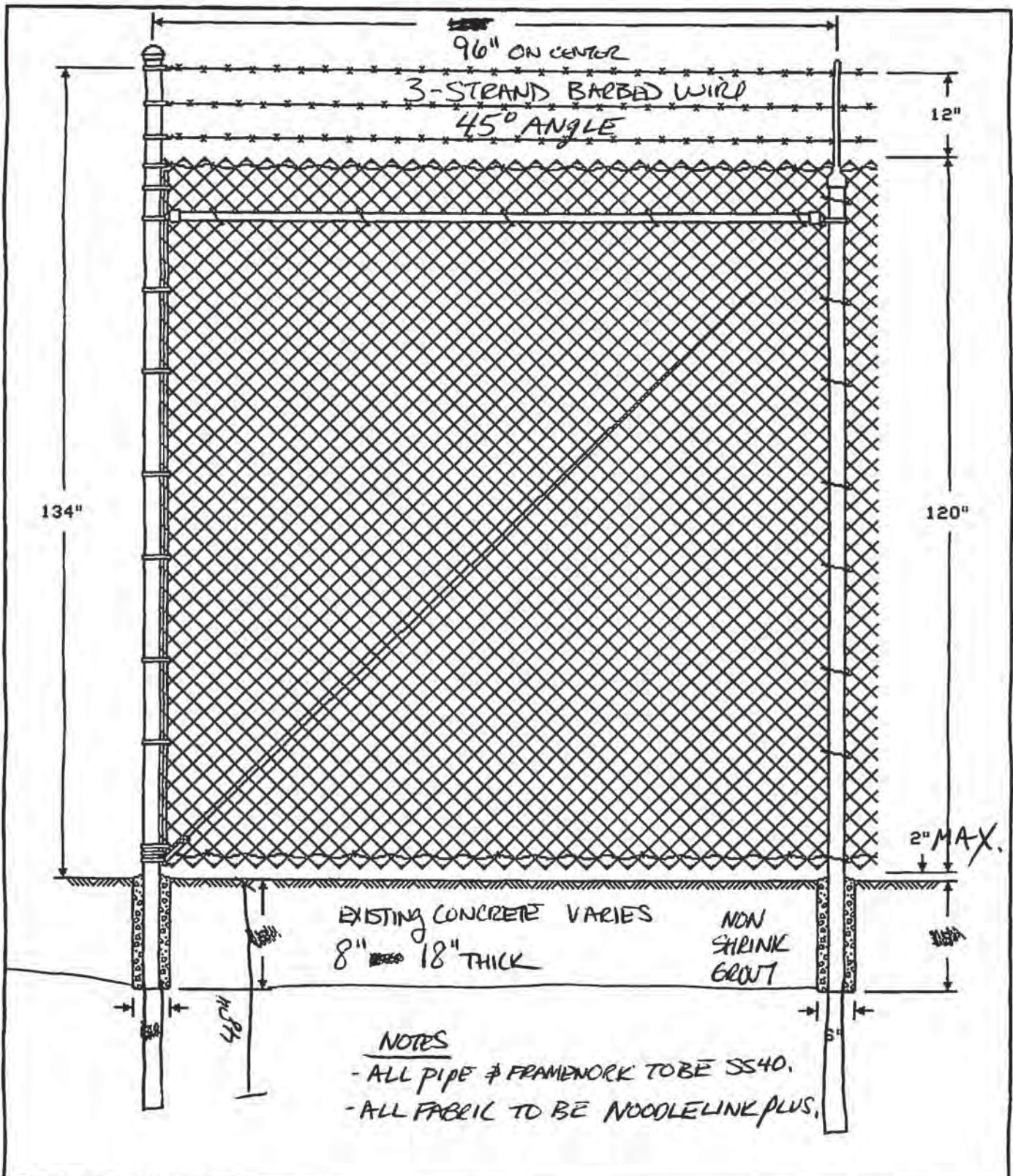
Numbered copies

Number:	1	Copies to:	File As noted in Distribution List
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**YANKEE AIR MUSEUM
PD STAGE 2
PARKING TABULATION**

	Phase 3a - Hangars & Shops		Phase 3b - Preservation & Conference Center		Phase 4 - Museum Renovation		Phase 5 - West Entry Addition	
	Proposed Building S.F.	Parking Required / Provided	Proposed Building S.F.	Parking Required / Provided	Proposed Building S.F.	Parking Required / Provided	Proposed Building S.F.	Parking Required / Provided
Museum (70% of Floor Area is Useable by Visitor) 1 per 150 s.f. of useable floor area	0			0	128,000	597	39,600	185
Warehouse & Associated Office Space 5 + 1 for each employee or 5 + 1 : 1,750 s.f. of useable floor area	0	5	17,000	15	20,920	17		
Repair Shop 1 : 800 s.f. of useable floor area	11,724	15						
Airplane Hangar Code does not address parking requirements for an aircraft hangar. Parking requirements proposed = 4 spaces per hangar in addition to requirements for Hangar Shops & Parking Ratio for employees of Warehouse & associated Office Space	30,000	8						
Theaters and Auditoriums (Catered Events) One for each three seats plus one for each two employees # of Seats	0		2,300				0	0
Total Parking Required Per Phase	0	0	20	155			20	10
Total Parking Provided Per Phase	23	50	170	273	614	374	185	205
Cumulative Parking Required	23		193		614		799	
Proposed Parking Spaces (By Phase)	50		273		374		205	
Cumulative Parking Provided	50		323		697		902	

Floor area, usable (for the purposes of computing parking). That area used for or intended to be used for the sale of merchandise or services, or for use to serve patrons, clients or customers. Such floor area which is used or intended to be used principally for the storage or processing of merchandise, hallways or for utilities or sanitary facilities, shall be excluded from this computation of "usable floor area." Measurement of usable floor area shall be the sum of the horizontal areas of the several floors of the building, measured from the interior faces of the exterior walls.



JAFFCO INC.

Jaffco Inc.
1598 E Auburn Road
Rochester Hills, MI 48307
(248) 606 4572

ACM Swale--Property Line Fence--YAM---YIP

DRAWN BY:

SCALE:

PAGE:

REVISED:

FILE:

1 of 1

NOODLE LINK PLUS™ (2" mesh - near-total privacy)

Patent Pending



NOODLE LINK PLUS™ provides the greatest amount of privacy of all the **NOODLE LINK™** products.

It features double-wall slats with two specially designed wings on each side of the slat that wedge the slats tightly into the 2-inch mesh. The slats are secured in place at **both the top and bottom** of the fence by a noodle, a flexible round tube. And, since your fence comes with the noodles and slats "**Factory Inserted™**," there is no need for you to hand insert them on the job site.

You will also appreciate how easy **NOODLE LINK PLUS™** is to install, how well it enhances the appearance of most any property, plus the near total privacy and security it provides.



2-inch Chain Link Fence with "Factory Inserted Slats™" and round Noodle Already locked and in the wire!



Top noodle



Bottom noodle



NOODLE LINK PLUS™ provides approximately 98% privacy and is available in several wire weights and finishes, slat colors and heights. It meets ASTM designations, and we guarantee it.



Reduce lost revenue and increase profits with Noodle Link™!

Technical Data

NOODLE LINK PLUS™ Specifications	
Double-wall factory inserted slats	✓
Wind load and privacy factor - approximately (Based on wire/mesh used-stretch tension)	98%
2" x 2" Mesh	✓
Manufactured up to 12' high	✓
Available in 9 gauge galvanized before weaving (GBW) per ASTM A392 and A817, Type II, class IV wire (1.20 oz.)	✓
Available in 11 gauge galvanized before weaving (GBW) per ASTM A392 and A817, Type II, class IV wire (1.20 oz.)	✓
Available in 9 gauge galvanized before weaving (GBW) per ASTM A392 and A817, Type II, class V wire (2.0 oz.)	✓
Available in 9 gauge finish 10 gauge core fused & bonded vinyl coated wire per ASTM F668, class 2B - 7 colors available	✓
Available in 8 gauge finish 9 gauge core fused & bonded vinyl coated wire per ASTM F668, class 2B - 7 colors available	✓
Available in 9 gauge aluminized before weaving wire per ASTM A491, Type 1	✓
Slats meet ASTM F3000 and F3000M designations	✓
Available in a 25' roll	✓
5' minimum increments after that	✓
Fifteen year pro-rata limited warranty	✓

Color Coordinated Noodles

We offer the noodles in 7 vibrant colors plus standard silver which matches galvanized wire. Now you can coordinate the color of the slats with the color of the noodle and the vinyl coated wire to create an attractive, colorful fence (the color of the noodle and the wire is always the same - black noodle - black wire, redwood noodle - redwood wire, etc.).

Available Noodle/Wire Colors



Available Slat Colors



Colors are approximations. Exact representation of colors in printing is difficult. Please refer to actual color samples for accurate matching. **Samples available upon request.**

All Noodle Link™ products are available in any combination of knuckle and twist selvage.



HDPE Technical Properties

Property	Values
Melt Index	(.6) A low melt index indicates improved stress and crack resistance.
Density	(.957) Polyethylene ranges anywhere from .914 to .960 in density. A higher density yields maximum stiffness without becoming overly brittle.
Minimum Temp.	(-76° F) Polyethylene stays flexible even at this temperature extreme.
Maximum Temp.	(250° F) Polyethylene does not distort until reaching this temperature.
Tensile Strength	(3,700 psi) Material will not suffer distortion at lesser loads or impacts.



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**CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION
MINUTES OF THE MAY 28, 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, Laurence Krieg and Muddasar Tawakkul

Commissioners Absent: Commissioners Sally Richie and Stan Eldridge

Others in Attendance: Angela King, Township Attorney; Megan Masson-Minock, Carlisle-Wortman Associates; Matthew Parks, OHM; Michael Radzik, Office of Community Standards Director and Charlotte Wilson, Planning and Development Coordinator

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF THE TUESDAY, APRIL 23, 2019 REGULAR MEETING MINUTES

A motion was made by Commissioner Krieg supported by Commissioner Tawakkul to approve the minutes of the April 23, 2019 Regular Meeting. The motion carried unanimously.

4. APPROVAL OF AGENDA

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

5. PUBLIC HEARINGS AND PLAN REVIEW

- A. PLANNED DEVELOPMENT STAGE 1 – YANKEE AIR MUSEUM – 1 LIBERATOR WAY – TO MAKE A RECOMMENDATION TO THE TOWNSHIP BOARD OF TRUSTEES CONSIDERING THE PLANNED DEVELOPMENT (PD) STAGE 1 AMENDMENT FOR THE CONSTRUCTION OF A 266,544 SQUARE FOOT BUILDING INCLUDING A MUSEUM, A CONFERENCE CENTER AND AIRCRAFT HANGERS FOR A SITE LOCATED AT 1 LIBERATOR WAY, PARCEL K-11-12-100-007.**

Charlotte Wilson, Planning and Development Coordinator said the original Yankee Air Museum received PD Stage 1 approval and rezoning in May 2015. The original PD Stage 1 was approved with the understanding from the applicant and Township that the plans for the museum would evolve; it had to be approved quickly to ensure the bomber plant would be saved. The original PD Stage 1 has now expired and the overall vision has been changed from what was approved.

Benjamin Carlisle, Planning Consultant Carlisle-Wortman Associates recommended amendment approval with conditions in a May 3, 2019 letter. The conditions include confirming with the Fire Marshal that fire access is sufficient, confirming with Washtenaw County Road Commission if a traffic study is required, executing a development agreement to outline all the conditions made by the Planning Commission and Township Board's approval and submit fence detail, jersey barriers, building elevations, signage and dumpster locations with screening details. The Ypsilanti Township Fire Department approved the amendment with conditions so long as the applicant provided turning radius details. Washtenaw County Road Commission said no permit or traffic study is required in a February 8, 2019 letter. Ypsilanti Community Utilities Authority and Washtenaw County Water Resources Commission both recommended approval.

Megan Masson-Minock, Carlisle-Wortman Associates highlighted some details from the May 3, 2019 letter. One of the biggest changes to the revised PD Stage 1 is making a

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conference center part of the uses. She also discussed the project phasing, Phases 1 and 2 have been completed, Phase 3 has not and is part of the PD, and Phase 4 is slated for 2026. She stated there is sufficient parking for each phase with the exception of Phase 4 but if the conference center and museum were in use during peak parking demand there would be parking shortage. They recommended no coinciding events to prevent this. She said the applicant has proposed 50 foot exterior lighting poles instead of 20 foot and the lighting foot candle limit is above 1.0 but the Commission could recommend approval. The site does not have a significant amount of landscaping due to site contamination. Fencing details and building elevations were submitted. She said Carlisle-Wortman recommend the Planning Commission approve the lighting deviations and PD Stage 1 with conditions.

Commissioner Sinkule asked if they had any recommendations on the pole height other than 50 feet.

Ms. Masson-Minock said that would be sufficient without being a visual blight.

Eric Kaminski, Stantec discussed his approval recommendation and concerns. He said their concerns were addressed including potable water and the storm sewer that will run underneath the hanger building.

Commissioner Iacoangeli asked where potable water will come from.

Mr. Kaminski said from another part of the water main system and it was approved by Ypsilanti Community Utilities Authority.

Jim Rozema, Civil Engineer AECOM said originally hanger 1 was not slated for demolition but in the past year the plan changed and it has to be demolished. The storm sewer was constructed prior the plans changing and the new hanger location will have to be built over top. In the event of a failure there is plenty of room for repairs and there will be additional reinforcement in the floor and foundation covering the sewer. He briefly discussed signage, building elevations and hydrant flow.

James Harlis, Yankee Air Museum representative expressed appreciation to the Commission for considering the amendment. He said they did not expect to have to demolish hanger 1 and having hangers for their flyable aircraft is vital to their fundraising efforts.

Commissioner Tawakkul asked if the applicants were ok with the conditions set forth and how much funding they had secured.

Mr. Rozema and Mr. Harlis confirmed they conditions were ok and Mr. Harlis said they have sufficient funding to complete the project.

Commissioner Krieg commended the Yankee Air Museum. He asked for a timeline on building phases with or without a legal agreement about the storm sewer liability.

Mr. Rozema said he did not know.

Mr. Kaminski said they could discuss an inspection program to guarantee the pipe's integrity.

Mr. Rozema asked if that was required for other facilities that build over storm sewers.

Commissioner Krieg said he wanted to determine if there would be delays in the process caused by legal issues.

Mr. Rozema said he might have to defer but was willing to take the risk.

Mr. Kaminski said he did not anticipate any legal issues from an engineering standpoint.

Commissioner Krieg asked the amount of window frontage in the elevations.

Mr. Rozema said since it is a historical building they will not add a lot of glass. The conference center's east elevation is mostly glass on the second floor but no glass on the ground floor because that will be the archives storage area. He said the entrance on the west side will be glass-heavy.

The public hearing opened at 7:06 pm

No persons wished to speak.

The public hearing closed at 7:06 pm

A motion was made by Commissioner Tawakkul, supported by Commissioner Krieg to approve the recommendation to the Township Board of Trustees considering the Planned Development (PD) Stage 1 amendment for the construction of a 266,544 square foot building including a museum, a conference center and aircraft hangers for a site located at 1 Liberator Way, Parcel K-11-12-100-007. This motion was further made with the following conditions:

Execute a development agreement that includes language that prohibits coinciding big events at the museum and the conference center.

The applicant will provide turning radius for the east front entrance to meet IFC 2012 Appendix D.

The applicant will submit the following items as part of the Phase II submittal:

- a. Details of the proposed jersey barriers**
- b. Building elevations rendering**
- c. Signage**
- d. Dumpster location and screening details**

The applicant may exceed the maximum foot candle rating of 1.0 along portions of the property line.

The applicant may exceed the maximum pole height to allow for poles that are 50 feet in height.

All final approvals and permits shall be obtained from the Washtenaw County Road Commission, Washtenaw County Water Resources Commission prior to construction.

Mr. Rozema said on the north side of the property the American Center for Mobility installed an 8 foot tall fence. He said they want to request a waiver to have the dumpster enclosed since it will be located at the back of the property.

Commissioner Iacoangeli said the dumpster and screening locations will be discussed in the next Phase.

The motion carried as follows:

Peterson: Yes Tawakkul: Yes Sinkule: Yes Krieg: Yes Iacoangeli: Yes

B. EARTH BALANCING AND EXCAVATION PERMIT – CREEKSIDE VILLAGE NORTH – 6601 TUTTLE HILL ROAD – TO CONSIDER THE EARTH BALANCING AND EXCAVATION PERMIT TO MOVE, AND THEN GRADE, APPROXIMATELY 10,000 CUBIC YARDS OF FILL MATERIAL FROM TRENCH AND BASEMENT EXCAVATIONS AT LOMBARDO PROJECTS MAJESTIC LAKES ESTATE (CHARTER TOWNSHIP OF YPSILANTI), THE VILLAGE AT MAJESTIC LAKES (CHARTER TOWNSHIP OF YPSILANTI), THE PONDS AT MAJESTIC LAKES (CHARTER TOWNSHIP OF YPSILANTI) AND ARBOR

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RIDGE (CHARTER TOWNSHIP OF PITTSFIELD) TO THE NORTHEAST CORNER OF THE CREEKSIDE VILLAGE NORTH DEVELOPMENT LOCATED AT 6601 TUTTLE HILL ROAD, PARCEL K-11-26-300-009.

Michael Radzik, Office of Community Standards Director said Lombardo intends to apply for PD approval for a new site condominium project to be called Creekside Village North located at Tuttle Hill and Merritt Road. The northeast corner of the property is low and needs to be raised for development. He said the pre-application process to build is expected later in 2019. Mr. Radzik stated if the site had already received site plan approval an earth-balancing permit would not have been needed. Lombardo is requesting a permit to move the excavated soils from their other developments to the site then grade it. Per Section 2435 of the Ordinance, the Planning Commission must hold a public hearing and it was noticed for that evening's meeting. He recommended approval with conditions.

Matthew Parks, OHM, referred to their May 6, 2019 letter and said the key items to protect the Township were dust and soil erosion control and a cash surety or letter of credit. He said their 4 comments were minor and included making sure water isn't shed differently onto adjacent parcels, dust and soil erosion control and identifying the hauling routes. He said Lombardo has agreed to post a surety amount. He said they recommend approval.

Commissioner Iacoangeli asked if the surety amount was sufficient.

Mr. Parks said it was.

Commissioner Sinkule asked when it would be completed.

Mr. Radzik stated he did not receive a timetable. He then presented the staff's recommended attachments to the permit. He said the Ordinance states if it is approved it will expire May 15, 2020 and if it is not completed by then the applicant can request a one year extension without an additional public hearing. He said Office of Community Standards would require that the origin and fill type of the soil be documented; and reports be provided to the Building Official; also that any material from outside of Ypsilanti Township may require testing at the Building Official's discretion.

Mr. Radzik stated that the developer proposed dumping earth at irregular intervals as fill material becomes available from excavations in progress. The developer proposed leveling these mounds at least once every two weeks, but Mr. Radzik was concerned that this would not be sufficient to prevent wind and rain from causing erosion, wind-borne dust, and unwanted runoff. He suggested the Commission might consider requiring more frequent grading. He recommended dust control measures be maintained at all times, truck routes be followed and only operate between 8 am-5 pm Monday through Saturday, excluding legal holidays.

Jared Kime, P.E., Engineer, Atwell LLC (Two Towne Square, Suite 700, Southfield, MI 48076), said the timetable will be based on how quickly homes sell, as the fill would be coming from individual properties being excavated. He said they preferred grading be done every two weeks due to the irregular dumping schedule, as well as to minimize noise. There would be a water truck onsite for dust control and the developer would seed the fill if it sat for an extended period of time for soil erosion control.

Commissioner Krieg asked how many feet of elevation had to be added.

Mr. Kime said on average 3 to 4 feet.

Commissioner Krieg asked what is looked for when testing soil.

Mr. Parks said it would be to ensure it is suitable soil for building footprints.

Mr. Kime said there is no contamination on the sites.

The public hearing opened at 7:29 pm

No persons wished to speak.

The public hearing closed at 7:29 pm

Commissioner Iacoangeli stated since no one was in attendance from the neighborhood next to the where the earth balancing was taking place he would speak on their behalf. He said it would be a distracting nuisance. He asked if the Commission could revoke the permit once issued.

Angela King, Township Attorney, stated once it was granted it could not be revoked as long as Lombardo was operating within the parameters. She said she was concerned at the close proximity of the houses next to the area and asked once filled would there be storm water runoff.

Mr. Radzik said Section 2435 of the Ordinance states fines can be issued per offense or per day and if the Planning Commission notifies the owner/operator and they fail to correct offenses within 5 days the site could be closed and the permit revoked or suspended.

Mr. Kime said the rainwater would shift south into the adjacent low area which would then be filled by Lombardo with permit approval at a later date.

Commissioner Peterson asked if this would take the whole year.

Mr. Kime said he does not expect it to.

Commissioner Peterson stated the applicant needed to keep the residents in mind because the property lines were close.

Mr. Kime stated of course and that the work would be taking place across the street and the subdivision is currently adjacent to a large scale construction project.

A motion was made by Commissioner Tawakkul, supported by Commissioner Krieg, to approve an earth balancing permit for Southeast Michigan Landholdings LLC to transport, place and grade approximately 10,000 cubic yards of fill materials on the designated area Parcel K-11-26-300-009 known as 6601 Tuttle Hill Road subject to the following conditions:

The permit authorizes placement and grading of fill material, no excavation has been requested or approved at this location.

The origin and type of the fill material shall be documented and reports provided to the Office of Community Standards.

Fill material originating from the outside of Ypsilanti Township may require testing upon request of the Township.

Fill material delivered to the site shall be graded within two weeks of placement.

Dust control measures shall be implemented and maintained at all times.

Trucking and grading activities shall be restricted to between 8 am – 5 pm and no activity may occur on Sundays or legal holidays.

Designated trucking routes shall be noted and used.

A friendly amendment was made by Commissioner Iacoangeli to include under item number 4: Fill material delivered to the site shall be graded within two weeks

of placement or sooner at the discretion of the Building Official. Further, this expires May 15, 2020. The friendly amendment was accepted.

The motion carried as follows:

Peterson: Yes Tawakkul: Yes Sinkule: Yes Krieg: Yes Iacoangeli: Yes

C. PRELIMINARY SITE PLAN – ROUND HAUS PIZZA AND PARTY SHOPPE – 5970 BRIDGE ROAD – TO CONSIDER THE PRELIMINARY SITE PLAN FOR THE CONSTRUCTION OF A 6,000 SQUARE FOOT CONVENIENCE STORE AND GAS STATION LOCATED AT 5970 BRIDGE ROAD, PARCEL K-11-24-300-014.

Ms. Wilson stated a public notice was issued for a Special Conditional Use at the site because she previously believed one was not on file but after reviewing records there was a Special Land Use approved June 28, 2016 along with a preliminary site plan by the Planning Commission. Since Special Land Use runs with the land no additional approval is required. She said the item is before the Commission because the preliminary site plan expired. She respectfully requested the Commission entertain a public comment period even though a public hearing was not required.

The application was submitted for the store and 4 fuel pump islands. The site is zoned B-3, General Business which is not in full compliance with the Master Plan's designation of Neighborhood Commercial. The site to the north is multi-family residential, south is industrial and vacant parcels, east is vacant and west is open space for multi-family residential. The site is flat with no wetlands or woodlands but two evergreen trees on the northern property line would be preserved. This project was first submitted in 2009, approved in 2016 and two dimensional variances were also approved with conditions by the Zoning Board of Appeals on July 20, 2016. The variances included reducing the minimum rear yard setback along the western property line from 20 feet to 1 foot and to reduce the required interior side yard setback along the northern property line from 10 feet to 3 feet. The Special Land Use permit and variances are still valid. The preliminary site plan approval expired since construction did not commence within 1 year of approval. She said there were two additional waivers the Commission would need to grant. The first is a parking space waiver from 27 to 18 spaces. The second would be a reduction in the required landscaping due to the size of the building and pumps.

Ms. Masson-Minock discussed the reduction in parking spaces and landscaping request. She said the turn radius meets requirements, but they need to obtain permits from Washtenaw County Road Commission. The applicant would install a 10 wide asphalt path along Textile and Bridge Roads. She said exterior lighting, building elevations, signage, dumpster and enclosure and retaining pond meet or exceed the requirements. She said they recommend a note be added to the site plan stating outdoor storage or display of merchandise is prohibited. She noted there should be an agreement on the deviations.

Ms. Wilson stated Ypsilanti Township Fire Department, Ypsilanti Community Utilities Authority, Washtenaw County Road Commission and Washtenaw County Water Resources Commission recommend approval.

Mr. Parks discussed OHM's two preliminary site plan comments. First is canopy clearance and site circulation and second is pavement and grading for ADA compliance.

Nickolas Katrivesis, Jonna Construction Company, replied to some of the comments. He said they agree to remove the 2 parking spaces on the north side of the property due to safety concerns, and install additional landscaping there.

Ms. Masson-Minock stated the additional landscaping would not meet the requirements.

Commissioner Peterson asked about delivery truck access.

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She was told it would be behind the store by Donald George, applicant.

Commissioner Sinkule asked the applicant if they agreed to a 45 day camera recording and that the tapes be made available to law enforcement when requested.

Donald George stated yes.

Commissioner Tawakkul asked why the project has taken so long.

Mr. George stated the project has changed over the years and there were no issues with funding.

Commissioner Iacoangeli asked if there was a requirement to have the 4'6" knee walls on the side of the building. He said if there was not he would like to see it removed and replaced with landscaping.

Ms. Wilson said it is not required.

The applicant said they could replace it with landscaping.

The public hearing opened at 8:08 pm

No persons wished to speak.

The public hearing closed at 8:08 pm

Commissioner Krieg asked if the landscaping replacing the wall would contribute to the requirement, and asked about the location of the storm water retention tank.

Commissioner Iacoangeli showed where the tank was on the plan.

Commissioner Sinkule asked what the screening was on the north side.

Mr. George stated nothing could go there due to the storm drain.

Ms. Masson-Minock said there would not be a lot of room for landscaping where the wall was and she believed the wall was part of the original variance proposal.

Commissioner Sinkule asked if vehicle lights would be a problem on the north side.

Ms. Masson-Minock said it is not a factor due to the large apartment parking lot.

A motion was made by Commissioner Krieg, supported by Commissioner Tawakkul to approve the preliminary site plan to permit the construction of a 6,000 square foot convenience store and 4 pump island fuel station located at 5970 Bridge Road, Parcel K-11-24-300-014. This motion was further made with the following conditions:

The Planning Commission approves the waiver for reduction in parking from the required 27 spaces to 18 spaces.

The Planning Commission approves the reduction in required landscaping.

A note stating the outdoor display or storage of merchandise is prohibited shall be placed on the final site plan.

Rooftop screening details need not be provided as long as HVAC equipment and other equipment is not placed on the roof.

All final approvals and permits shall be obtained from the Washtenaw County Road Commission, Washtenaw County Water Resources Commission prior to construction.

Commissioner Iacoangeli requested a comment about removal of the knee wall at the staff's discretion.

Ms. Masson-Minock stated a condition for their variance approval was the applicant shall agree to the installation of a decorative masonry wall along the north and western property lines as illustrated on the site plan dated June 16, 2006.

The motion carried as follows:

Peterson: Yes Tawakkul: Yes Sinkule: Yes Krieg: Yes Iacoangeli: Yes

6. OLD BUSINESS

None

7. NEW BUSINESS

None

8. OPEN DISCUSSION FOR ISSUES NOT ON THE AGENDA

A. CORRESPONDENCE RECEIVED

Michigan Planner magazine, from Michigan Chapter American Planning Association

B. PLANNING COMMISSION MEMBERS

None

C. MEMBERS OF THE AUDIENCE

None

9. TOWNSHIP BOARD REPRESENTATIVE REPORT

None

10. ZONING BOARD OF APPEALS REPRESENTATIVE REPORT

None

11. TOWNSHIP ATTORNEY REPORT

None

12. PLANNING DEPARTMENT REPORT

Ms. Wilson stated there would be a meeting on June 11, 2019 to review the Master Plan draft and a meeting June 25, 2019 for a Special Use for a group daycare home.

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 8:18 pm

Respectfully submitted,

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Laura Gough
OCS Clerk

Revised and approved,

Laurence J. Krieg
Secretary of the Planning Commission

DRAFT
PLANNED DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 19th day of May, 2015 between CHARTER TOWNSHIP OF YPSILANTI, a municipal corporation organized and existing under the Constitution and laws of the State of Michigan (the "Township") and YANKEE AIR FORCE INC., a Michigan nonprofit corporation (the "Museum").

WITNESSETH:

WHEREAS, the Museum, as Buyer has executed a Purchase and Sale Agreement (the "Purchase and Sale Agreement") with a subsidiary of the Revitalizing Auto Communities Environmental Response Trust (the "Trust") as Seller to purchase a portion of the former Willow Run Powertrain Plant (the "Ypsilanti GM Plant") located at 2932 Ecorse Road, Charter Township of Ypsilanti, Michigan 48198, Tax Parcel ID No. K -11-12-100-007 (the "Site"); and

WHEREAS, the Trust was created as part of the bankruptcy of General Motors and is mandated by Bankruptcy Court's Confirmation Order (as defined in the Purchase and Sale Agreement) to sell abandoned GM plants throughout the United States, including the Ypsilanti GM Plant, to purchasers which agree to redevelop abandoned former GM sites for productive use in a fashion to increase employment; and

WHEREAS, a condition precedent to the Trust's obligation to close the Purchase and Sale Agreement is the entry into the within Agreement between the Township, and the Museum; and

WHEREAS, the Township seeks to encourage the Museum to redevelop the Site in a manner compatible with the interests of the Township and in a cooperative fashion, and the Museum desires to redevelop the Site and to operate the property to enhance employment, tourism and economic development within the Township; and

WHEREAS, the Township, by way of executing this agreement, to rezone the property from IC, Industrial Commercial to PD, Planned Development in order to permit the Township Planning Commission and Township Board of Trustees to consider and grant final site plan approval as prescribed within Article XIX of Township Zoning Ordinance;

NOWHEREFORE, in consideration of the premises, the parties agree as follows:

1. Renovation and Construction. The Museum agrees to promptly file its Building Permit Application, with required application fee, to the Township on the prescribed form, and to make all necessary filings with the Township, Washtenaw County and State of Michigan, if required, to obtain all necessary permits and certificates as required by law and the rules and regulations of the governing jurisdiction. The Township agrees to promptly issue to the Museum a building

permit for the Museum Building upon compliance by the Museum with the foregoing, subject only to the limitation set forth in Section 2 below.

2. Redevelopment Plan. The Museum's Redevelopment Plan shall preserve as much as possible of the original Final Roll Out building which was part of the World War II Willow Run Bomber Plant to house a Museum Building to be designed for effective and accessible reconfigured space of approximately 144,000 square-feet (with a variance plus or minus subject to final engineering design) plus exterior exhibition display space, parking, access drives, necessary utilities and aircraft ramp connection to Willow Run Airport.

The Township agrees that it will cooperate and assist Museum with required curb cuts, access to dedicated roads and traffic signalization to the Site, and to assist the Museum in gaining access (without tap-in or impact fees, other than nominal administrative fees) to existing Ypsilanti Community Utility Authority (YCUA) waste water treatment and potable water. The Township shall also assist in the approval and coordination for the creation or utilization of a storm water retention and detention facility.

3. Redevelopment Plan Permitting.

- (a) Within 360 days of final site plan approval by the Township, the Museum agrees to commence construction activities toward completion of the approved "Redevelopment Plan" unless otherwise extended by the Township per a written request made by the Museum prior to the expiration date. The Township agrees to expedite and promptly review all necessary permits applications including but not limited to; building, electrical, plumbing, mechanical, fire suppression, soil erosion and sedimentation control, or grading as associated with the approved Redevelopment Plan within 21 days in accordance with the Township's ordinances, rules and regulations. The Township agrees that it shall not change or propose any changes to the existing zoning except as necessary to accommodate operations of a nonprofit civic museum, land use, density, set back, side yard or similar requirement applicable to the Site which would be more restrictive upon the Museum.

- (b) Within 180 days of final approval of the Redevelopment Plan, or such later time as the Planning Commission has approved, the Museum will present for review to the Township architectural/construction drawings for the renovation and construction. The Township agrees to expedite and promptly review the Museum's preliminary drawings within 21 days thereafter in accordance with the Township's ordinances, rules and regulations.

- (c) The Township understands and agrees that it will look favorably upon appropriate subdivision by the Museum portions of the Site to accommodate the interests of prospective tenants and appropriate financing in accordance with the Township's ordinances and to recommend and join the Museum in seeking approval from other jurisdictions where necessary or desirable.

- (d) The Township agrees that if the final working drawings are substantially consistent with

the preliminary drawings as approved, the Township will cooperate with the Museum for the issuance of the required building permits from the Township. The Museum agrees to commence construction of the Redevelopment Plan within sixty (60) days after the issuance of the building permit and thereafter to proceed with diligence to complete construction of the Renovation Plan and subject to forces majeure.

(e) The Township agrees to cooperate and join with the Museum in seeking approval from Washtenaw County, the State of Michigan and any other governmental agencies of the Redevelopment Plan and for economic inducements to make the Redevelopment Plan successful to the Township, the Museum and for tenants of the redeveloped site.

4. Voluntary Action Program. The Township agrees, upon request of the Museum, to cooperate with the application for brownfield funds and incentives, to obtain a "no further action letter" from the Michigan DEQ, and ultimately, if requested by the Museum, a covenant not to sue. The parties hereto recognize that it is critical to the successful redevelopment of the Site to assure to the purchaser, its successors and assigns, lenders and tenants that the Site as redeveloped will be compatible going forward with all applicable environmental laws.
5. Completion Guaranty. The Museum agrees prior to commencement of Redevelopment Plan to:
 - (a) Completion of the Redevelopment Plan to the point of the Township's issuance of a conditional certificate of occupancy, and
 - (b) Occupancy by the Museum to retain and create no less than 10 jobs located on the Site within a three (3) year period after the closing of the Purchase and Sale Agreement. The Museum shall have a right, to be exercised in writing prior to the expiration of the three (3) year period after closing, to an additional three (3) year extension period to meet the minimum employment standards.
6. Through-the-Fence Access. If requested, the Township agrees to cooperate and assist the Museum in gaining access from the airport property, to allow the Museum access to the northern and southern aprons of the museum property for the transporting, display or storage of static and/or flyable aircraft on museum property.
7. Historical Preservation. The Township agrees to cooperate with the Museum during renovation and construction to preserve certain existing real property fixture components of the Museum Building such as existing hangar doors, revolving turn-table (if in existence), safe vault doors, historical markers to name a few, but not limited hereto.
8. Inducements. The Township will cooperate and assist the Museum in securing available grants customary and useful inducements for the benefit of the Museum on the Site.
9. Remedies. In the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, within

thirty (30) days after receipt of such notice, or in the event the default or breach cannot be cured within thirty (30) days, such longer period of time as may be reasonable. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time after such written notice, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

10. Force Majeure. Neither the Township nor the Museum shall be considered in default in their obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault, including but not limited to, acts of God or of the public enemy, acts of the federal or state government, acts or delays of the other party (not the result of an act of delay by the Museum or Township, as applicable), fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes, but not including lack of financing or financial capacity by the Museum or the Township, it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this paragraph shall within thirty (30) days after the beginning of such enforced delay, notify the other party in writing thereof and of the cause thereof, and of the duration thereof, or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other party in writing of the duration of the delay.
11. Condition Precedent. The closing of the Purchase and Sale Agreement is a condition precedent to the effectiveness of this Agreement.
12. Entire Agreement. This Agreement represents the entire agreement between the Township and the Museum.
13. Amendments. This Agreement may not be amended or modified without the written approval of the Township and the Museum.
14. Township Approvals. For purposes of this Agreement, Township approvals shall mean the approval of each and every division, branch or sub-office of the Township, the consent or approval of which is required. The Township will in these regards act in good faith consistent with its governmental responsibilities.
15. Assignment of this Agreement. The Museum shall have the right to assign its rights and obligations hereunder to an affiliated legal entity of the Museum, effective upon written notice to the Township. All other assignments shall require the express written consent of the Township. The restrictions of this Section shall not apply to any redevelopment of the Site which is beyond the footprint of the Museum Building and parking lots. The restrictions shall no longer be effective after such time as the

Museum has satisfied its obligations within Section 5 herein.

16. Maintenance of Construction Site. The Museum agrees that during the renovation and construction of the Site it will cooperate with the Township to make reasonable efforts to maintain the Site in a manner consistent with good management practices.
17. Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and the same document, and shall be binding on the signatories; and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

INWITNESS WHERE OF, the parties have hereunto set their hands as of the date first above written.

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

Brenda L. Stumbo
Brenda L. Stumbo, Township Supervisor

5-20-15
Date

Karen Lovejoy Roe
Karen Lovejoy Roe, Township Clerk

5-20-15
Date

YANKEE AIRFORCE INC.,
a Michigan nonprofit corporation

[Signature]
Signature

5/21/15
Date

By its: [Signature] MAF

Drafted by:

When recorded return to:

Wm Douglas Winters (P.....)
McLain & Winters
61 N. Huron Street
Ypsilanti, MI 48197


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



Supervisor's Office

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

TO: Karen Lovejoy Roe, Clerk

FROM: Brenda L. Stumbo, Supervisor 

DATE: June 20, 2019

RE: 2019 Ypsilanti Township Third Agreement with the Washtenaw County Road Commission for crack sealing in the Partridge Creek Subdivision in the amount of \$40,000, to be charged to line item 101-446-000-818-022

Please find attached the 2019 Ypsilanti Township Third Agreement with the Washtenaw County Road Commission for crack sealing in the Partridge Creek Subdivision. This agreement is in the amount of \$40,000 and will be charged to line item 101-446-000-818-022, contingent on approval of a budget amendment.

Please place this item on the July 2, 2019 agenda for the Board's consideration.

tk

Attachment

2019 YPSILANTI TOWNSHIP THIRD 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. Partridge Creek Subdivision:

Work to include crack sealing. Roads to include: Brentwood Drive, Summerdale Court West, West Summerdale Circle, East Summerdale Circle, Robindale Drive, Paint Creek Drive, Summerdale Court East, Pleasant Lane, Thornhill Drive, Meadowlark Lane, Squirrel Drive, Enchanted Drive, Mallard Way, Robin Court, Springwater Drive, Starling Court.

Estimated project cost: **\$ 40,000.00**

AGREEMENT SUMMARY

2019 LOCAL ROAD PROGRAM Partridge Creek Subdivision	\$ 40,000.00
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ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2019:	<u>\$ 40,000.00</u>
--	----------------------------

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

207975
435142

136 Group LLC
ATTN: Jonathan A. Kulish Esq.
c/o FH Management
6960 Orchard Lake Road
Suite 300
West Bloomfield, MI 48322

June 18, 2019
INVOICE NUMBER: 1505808

RE: Easement Agreement with Ypsilanti Township

For services rendered in connection with a sidewalk easement agreement between 136 Group LLC and Ypsilanti Township.

Total Due \$6,500.00

Make Checks Payable To: Please include Remittance Advice Honigman LLP 2290 First National Building 660 Woodward Avenue Detroit, Michigan 48226-3506	ACH Payments or Domestic Wires (U.S. Only) Please include Invoice # Citibank, N.A. North Aurora, IL ABA # 27-1070801 Beneficiary's Name: Honigman LLP Credit Account # 0800-8565-74	International Wires Please include Invoice # Citibank, N.A. New York, NY Swift Code: CITI US33 ABA# 02-1000089 Beneficiary's Name: Honigman LLP Special Instructions: ABA # 27-1070801 Credit Account # 0800-8565-74
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If you have any questions regarding this statement, please contact the attorney responsible for this matter. Thank you.

GRANT OF EASEMENT

On the 21st day of June, 2019, Grantor grants to Grantee, its successors and assigns, a permanent easement over a part of each of Grantor's parcels of Land called the "Permanent Easement," and grants a temporary construction easement over a part of Grantor's parcels of Land called the "Temporary Construction Easement."

Grantor is: AREC 19, LLC, PO Box 21517, Phoenix, AZ 85036

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

Grantor's Land is: The following described parcels of land in the Charter Township of Ypsilanti, Washtenaw County, Michigan:

YP#61-45-A: LOTS 227-228-229 & LOTS 339-342, ALSO PART OF LOTS 343-344, AND PART OF VACATED COLLEGEWOOD DRIVE. CONTAINING 1.59 AC., FAIRVIEW HGTS. SUB. #1 Subject to all easements and restrictions of record, if any.

Tax ID: K-11-06-325-010

Commonly known as: 2714 Washtenaw Ave. (Uhaul)

The "Permanent Easement" areas and "Temporary Construction Easement" areas are depicted on the attached Exhibit A.

Purpose: It is the purpose of these Easements to allow Grantee to construct a sidewalk for the use of the public and provide the public safer methods of non-motorized travel as well as the aesthetic benefits that result from the presence of a sidewalk.

Grant of Permanent Easement: Grantor grants to Grantee a permanent Easement over Grantor's Property, which Easement is more fully described in Exhibit A.

Grant of Temporary Construction Easement: Grantor grants to Grantee a Temporary Construction Easement over the area depicted on Exhibit A as the construction easement for the purposes of access, construction and grading during the construction of the sidewalk in the Permanent Easement Area.

Buildings or other Permanent Structures: No buildings, fences or other permanent structures shall be constructed in the Easement Area without Grantee's prior written consent.

Rights and Obligations of Grantee Regarding Easement:

Access: Grantee may enter at any time upon Grantor's land for the purposes of exercising its rights under this Easement.

Creation of Sidewalk: Grantee may create a sidewalk not to exceed five (5) feet in width which will have a concrete surface. The exact location of the improved surface in said Easement may vary between the edges of the overall Easement as granted herein.

Grantee Obligations: Grantee shall be responsible only for the initial construction of the improved surfaces, the construction of which will comply with all engineering and design standards of the Charter Township of Ypsilanti Code of Ordinances.

Temporary Closings: Grantee may, but is not required to, close any portions of the sidewalk on a temporary basis for repairs and maintenance including removal of storm damaged trees that may block portions of the sidewalk, natural hazards including flooding, resurfacing or repairing portions of the sidewalk, or to correct violations or prohibited uses or activities.

Vegetation Management: Grantee shall have the right at any time to cut, trim, remove, destroy, or otherwise control any or all trees, bushes, or brush now or hereafter standing or growing within the Easement Area which, in Grantee's opinion, may interfere with the use of the purpose of the easement.

Existing Pylon Sign: Grantee will not disturb, remove, or alter the existing Uhaul sign adjacent to the proposed Permanent Easement.

New Concrete Driveway and Site Access: Grantee will construct new concrete sidewalk continuously along the frontage of Grantor's property, as described herein, including through (across) the existing asphalt driveway access point. Grantee will replace existing cracked asphalt driveway surface between the new sidewalk and Washtenaw Avenue with concrete, in accordance with requirements of the Michigan Department of Transportation. Grantee shall ensure that continuous access to the site is maintained throughout the construction period, by only closing approximately one-half of the access drive at any one time to allow the concrete to properly cure.

Display of Uhaul Trucks Along Frontage: Grantee shall not require the relocation or moving of any Uhaul trucks parked along the frontage of the site in order to construct the public sidewalk.

Restoration: Within a reasonable time after performing any work pursuant to this Easement, Grantee shall clean up the Permanent and Temporary Easement Areas and shall repair pavement and reseed lawn areas it disturbs.

Prohibited Uses: Any activity on or use of the sidewalk or Easement Area inconsistent with the purpose of this Easement is prohibited without limit. Without limiting the generality of this provision, the following activities and uses are expressly prohibited:

Motor Vehicles: The use of any motorized vehicles or devices other than wheelchairs, unless specifically authorized by law;

Drafted By:
Wm. Douglas Winters
McLain & Winters
61 N. Huron St.
Ypsilanti, MI 48197

When recorded return to:

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

Transfer Tax: Exempt MCL 207.505(a) and 207.526(a)

Recording Fee: _____

Parcel IDs: K-11-06-325-010

May 20, 2019

Sara Jo Shipley
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Subject: Proposal to Conduct Phase I Environmental Site Assessment (ESA)
Proposal No. PF-24514-1

Ms. Shipley:

AKT Peerless is pleased to present its proposal to provide Environmental Consulting Services for the following property:

- 1165 Ecorse Road and 1160 Davis Street
Ypsilanti Township, Michigan

AKT Peerless will implement work immediately and will provide its Phase I ESA within three weeks of your authorization to proceed. AKT Peerless' estimated lump sum cost to complete the proposed scope of work is \$2,150.

Any other unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me.

We look forward to working with you on this project. If you have any questions or require additional information, please contact me at 248.302.2361.

Sincerely,

AKT PEERLESS

A handwritten signature in cursive script that reads "Robert W. Lambdin".

Robert W. Lambdin
Director of Operations

Enclosure

PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES

AKT Peerless Proposal No. PF-24514-1

Introduction

AKT Peerless is pleased to submit its proposal to provide environmental consulting services for the following property:

- 1165 Ecorse Road and 1160 Davis Street
Ypsilanti Township, Michigan

AKT Peerless understands the Client intends to make the subject property available for redevelopment.

Scope of Work

AKT Peerless is pleased to submit its proposal to provide environmental consulting services. AKT Peerless' Phase I ESA will be based on (1) the scope and limitations of the American Society for Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process / Designation E 1527-13* (ASTM Practice E 1527) which outlines good commercial and customary practice for conducting a Phase I ESA, and (2) the United States Environmental Protection Agency (USEPA) Standards and Practices for All Appropriate Inquiries (40 CFR Part 312).

Certain users of the proposed Phase I ESA may be able to satisfy one of the environmental due diligence requirements to qualify for the bona fide prospective purchaser, contiguous landowner, or innocent landowner liability protections available under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, the Superfund Amendments and Reauthorization Act (SARA) of 1986, and the Small Business Liability and Brownfield Revitalization Act (Brownfield Amendments) of 2002.

For the purpose of the proposed Phase I ESA, the Client will be the party that retains AKT Peerless to complete this Phase I ESA. AKT Peerless will not make an independent determination whether its Client is a *User* and intends to use this Phase I ESA to qualify for Landowner Liability Protection (LLP) under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980.

In accordance with ASTM Practice E 1527, a *User* is the party seeking to use ASTM Practice E 1527 to complete an environmental site assessment of the subject property. A *User* may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. Furthermore, a *User* seeking to qualify for an LLP under CERCLA has specific obligations for completing a successful application of this practice, including the Client and User Requirements described below. AKT Peerless' scope of work does not include an evaluation or completion of these specific user obligations under the ASTM Practice E 1527, unless otherwise noted in this proposal.

The purpose of AKT Peerless' proposed ESA will be to provide an independent, professional opinion of the *recognized environmental conditions* (RECs)¹, *historical recognized environmental conditions* (HRECs)², and *controlled recognized environmental conditions* (CRECs)³, in connection with the subject property, if any. AKT Peerless' Phase I ESA is designed to identify adverse environmental conditions and the possible need for a more definitive study addressing specific areas of concern, if any. The proposed Phase I ESA will be intended to reduce, but not eliminate, uncertainty regarding the potential for RECs, HRECs, and CRECs in connection with the subject property.

Client Requirements

AKT Peerless requests that the Client provide the following information to facilitate developing a history of the previous uses of the subject property and surrounding area, and to aid the identification of conditions of potential environmental concern in connection with the subject property:

- Environmental records or reports regarding potential or known environmental liabilities associated with the subject property.
- The precise geographic location of the subject property, either by address, legal description, land survey, site map, or assessor's parcel number (APN, a.k.a. parcel identification number, ward/item number, etc.) and its relation to neighboring sites and/or cross streets in close proximity to the subject property.
- Completed and signed "Client Environmental Questionnaire"
- Completed Document Request Form
- Best time to schedule interview
- User Obligations for LLP, if any, in accordance with E 1527 and AAI

In addition, if underground storage tanks (USTs) are known to be present at the subject property, AKT Peerless requests that the client provide (or obtain from the current UST operator) copies of documentation (e.g., permits, registration records, insurance certificates, etc.) regarding the compliance status of on-site USTs relative to currently applicable engineering upgrade requirements for leak detection, corrosion protection, and overspill protection.⁴

User Requirements

In order to qualify for one of the LLPs offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2002 (the "Brownfields Amendments"), a *User* must conduct certain inquiries as described in 40 CFR 312. If the Client intends to use ASTM Practice E 1527 to qualify for a LLP to CERCLA

¹ ASTM Standard Practice E 1527-13 defines the term REC as the presence or likely presence of any hazardous substance or petroleum product in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

² ASTM Standard Practice E 1527-13 defines the term HREC as a past release of any hazardous substance or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls.

³ ASTM Standard Practice E 1527-13 defines the term CREC as a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.

⁴ If a UST system is present, the client should also be prepared to disclose to AKT Peerless the mechanism by which the current or new tank owner/operator will meet financial assurance obligations.

liability, then AAI requires that certain tasks be performed by - or on behalf of – that party. As appropriate, these inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. While such information is not required to be provided to the Environmental Professional, AKT Peerless requests that the Client provide such information via a Questionnaire, Document Request Form, and Interviews as such information can assist the AKT Peerless in identifying environmental conditions.

Scope of Work

In accordance with ASTM Standard Practice E 1527-13, AKT Peerless' ESA will include the following tasks:

- A reconnaissance of the subject property, as well as observation of the adjoining properties as feasible from the subject property and public right-of-ways, to identify uses or activities that may pose an environmental concern to the subject property, including a review of: (1) general activities occurring at the subject property, (2) existing subject property conditions, and (3) the uses of adjoining properties.
- A review of current environmental database information compiled by a variety of regulatory agencies to evaluate potential environmental risks associated with the subject property, adjoining properties, and other sites that are (1) identified on target lists, and (2) within varying distances of up to one mile from the subject property⁵.
- A review of reasonably ascertainable agency file information associated with known or suspected sites of environmental concern maintained by federal, state and local regulatory agencies, including records of compliance, as appropriate. Files will be reviewed for the subject property. Files for adjoining properties, and nearby sites that may present a concern to the subject property, will be reviewed, but additional fees may apply. If such records are not reviewed, AKT Peerless will provide written justification as to why a review was not completed.
- A review of reasonably ascertainable standard historical sources to develop a history of the previous uses of the subject property and surrounding area back to their obvious first developed uses, or 1940, whichever is earlier; such sources may include aerial photographs, maps (e.g., topographic, fire insurance, plat, etc.), city directories/address indexes, previous environmental assessments, and municipal records, as appropriate.
- A review of reasonably ascertainable records pertaining to regulated waste generation, registered USTs, leaking UST (LUST) incidents, or other environmental events occurring on the subject property or nearby sites that AKT Peerless judges to have a potential to pose an environmental concern to the subject property.
- The consideration of adjoining property use and activity.
- A review of readily available environmental information and reports maintained for the subject property.
- Interviews with persons, including regulatory agency representatives, who are familiar with past and present uses, activities, and/or environmental concerns at the subject property and adjoining properties.
- Discussion regarding compliance with Activity and Use Limitations (AULs), if any.
- An evaluation of information obtained from the aforementioned sources to determine if RECs, CRECs, or HRECs exist in connection with the subject property.

During the assessment, AKT Peerless will evaluate or consider: (1) the potential for contamination of soil, soil vapor, and groundwater at the subject property, (2) the possible presence of underground or

⁵ AKT Peerless will use search radii that meet or exceed ASTM's recommended minimum search distances.

aboveground storage tank systems at the subject property, (3) the possible presence of hazardous substances or petroleum products at the subject property, (4) the proximity of the subject property to known and/or suspected sites of environmental concern, and (5) the historical use of the subject property.

AKT Peerless will prepare a written report documenting the data and information gathered during the Phase I ESA. AKT Peerless' report will summarize the known environmental conditions associated with the subject property, if any. Unless advised otherwise by the Client, AKT Peerless will include recommendations for further investigation of the noted environmental concerns.

The conclusions and recommendations will reflect AKT Peerless' best professional judgment, and will be based upon the conditions observed and information made available at the time of the assessment.

Schedule

AKT Peerless will implement work immediately and will provide its Phase I ESA within three weeks of your authorization to proceed.

Fees

AKT Peerless proposes to provide the services described in this proposal for the total estimated cost described below:

Total Estimated Cost - Phase I ESA	\$2,150
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Additional fees may be charged to adequately and appropriately evaluate potential environmental concerns that may be presented by uses of (or events at) adjoining or nearby properties⁶. AKT Peerless' proposal includes reviewing regulatory agency records for the subject property. However, AKT Peerless may charge an additional fee to review regulatory agency records for any adjoining or nearby sites we judge to be a potential environmental concern to the subject property. Furthermore, the additional costs for municipal fees related to Freedom of Information Act (FOIA) responses may be passed on to the Client, if necessary. AKT Peerless will promptly apprise the client of the relative cause for such additional fees, and will not complete the extra activity unless Client authorizes AKT Peerless to do so.

AKT Peerless' cost estimate for its proposed scope of work includes one (1) hour of consulting time after the project is complete. Follow-up services provided by AKT Peerless, such as additional research, post-publication modifications to the report, project meetings, etc., shall be billed based on AKT Peerless' standard professional service fee schedule for Phase I ESA modifications and/or project support outside of the scope of work.

Unless requested otherwise, AKT Peerless will provide an electronic copy of the final report. Paper copy reports, if requested, will be provided at a rate of \$75 per copy.

⁶ If AKT Peerless deems it necessary to review such records that are maintained by federal, state, or local regulatory agencies, the overall time to complete the project may be delayed due to agency response times. As necessary, AKT Peerless may require a change order to review government files for adjoining and nearby sites.

Limitations

AKT Peerless will make reasonable efforts to determine if USTs or related equipment (collectively referred to as UST systems) are or have been present at the subject property. AKT Peerless defines reasonable efforts as obtaining and evaluating information from visual observations of unobstructed areas and from the historical sources described above in this proposal. AKT Peerless recognizes, and urges users of the proposed assessment to acknowledge, that the accuracy of our conclusions relative to the on-site presence or use UST systems directly corresponds to the presence of obstructions (e.g. snow, densely growing vegetation, standing water, pavement, equipment, structures, storage, debris, etc.) at the time of the reconnaissance, or to our receipt and evaluation of incorrect or incomplete information.

Unless specifically noted in the proposed scope of work, AKT Peerless will not evaluate any potential environmental conditions (i.e., further areas of possible business/environmental concern and/or liability) that are outside the scope of ASTM Practice E 1527. Examples of such non-ASTM potential environmental conditions that are beyond the scope of this Phase I ESA include cultural and historic resources, ecological resources, endangered species, health and safety, high-voltage power lines, indoor air quality, industrial hygiene, lead-based paint, lead in drinking water, moisture intrusion, mold, noise pollution, radon, asbestos, and/or regulatory compliance. If the Client requires any of these services, please contact AKT Peerless to provide a proposal to conduct these services under a separate scope of work.

AKT Peerless' scope of work is limited to investigating the past uses of the subject property, though some historical information is also reviewed for adjoining properties, but does not include investigating past uses of surrounding or nearby properties.

AKT Peerless is not proposing to conduct any sampling or analysis of the subject property's natural resources. If visual observations or information obtained during the Phase I ESA indicate the need for any sampling or analysis of soil, soil gas, and/or groundwater, AKT Peerless will promptly contact you to convey our findings and related opinions, and to discuss a proposed scope of services to address those concerns.

This proposal and the associated cost estimate are valid for **60** days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Any unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

Terms and Conditions

By signing this proposal, the Client agrees to the terms and conditions presented as Appendix A. Unless otherwise noted, AKT Peerless will prepare and render invoices for work performed to date on a monthly basis.

PROPOSAL ACCEPTANCE FOR

Phase I Environmental Site Assessment

1165 Ecorse Road and 1160 Davis Street, Ypsilanti Township, Michigan



This proposal submitted by:

Robert W. Lambdin
Director of Operations

Proposal submitted on:

May 20, 2019

Please authorize the proposal by executing below:

Proposal amount: **\$2,150**

Client contact:

Sara Jo Shipley

Charter Township of Ypsilanti

7200 South Huron River Drive

Ypsilanti, Michigan 48197

AKT Peerless Proposal No.

PF-24514-1

Acceptance:

(Signature)

Charter Township of Ypsilanti

Print Name: _____

Title _____

Date _____

TO EXPEDITE COMPLETION OF THIS PROJECT, PROVIDE THE FOLLOWING:

PROPERTY OWNER NAME:

PROPERTY OWNER CONTACT INFORMATION:

KEY SITE CONTACT NAME:

KEY SITE CONTACT INFORMATION:

LENDER NAME:

LENDER CONTACT INFORMATION:

Appendix A

Terms and Conditions

AKT PEERLESS TERMS AND CONDITIONS

The following Terms and Conditions govern the services (referred to herein as “work” or “services”) to be performed by AKT Peerless (“we”, “us”, “our”, “AKT Peerless” or “Consultant”) for you (“you”, “your” or “Client”). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and these Terms and Conditions constitute the “Agreement” (hereinafter, this “Agreement”).

1. **Performance:** Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited those related to environmental, fire, safety and health matters. Finally, it is Consultant’s obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. “spam”) unless written notification is provided.

2. **Client Cooperation:** Client shall use commercially reasonable best efforts to cooperate fully with Consultant in meeting Consultant’s responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client’s possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by Consultant. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur. Repair of concrete and/or surface structures is not included as part of this proposal and Consultant shall have no liability to repair same, except as may be specifically set forth in the proposal.

3. **Payment:** The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant’s standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer (“Retainer”). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the

Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

4. **Termination:** In addition to any other rights of Consultant to terminate this Agreement, Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this agreement may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this section 4 exceed the original agreement amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("**Damages**"), whether direct, indirect or consequential: that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from completion of the contracted services or they shall be forever barred. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all Damages, whether direct, indirect, or consequential arising out of, or in any way connected with Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client

agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or its employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

6. **Insurance and Limitations of Liability:** Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

- (a) Comprehensive general liability insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined per aggregate;
- (b) Professional liability (errors and omissions) insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined aggregate limit;
- (c) Pollution liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (d) Automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury for property damage; and
- (e) Workers' Compensation insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under the above insurance policies. However, in no event shall the liability of AKT Peerless for any redevelopment incentive or tax credit service under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Consultant will not be responsible for any claims arising out of the negligence, gross negligence, or willful misconduct by Client or by any person or entity not under the direct control of Consultant. In no event shall Consultant have any liability for any claims (whether based upon contract or tort) for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the services provided by Consultant or in any way arising out of or related to this Agreement, Client agrees to provide Consultant with reasonable notice of and an opportunity to cure the claimed Damages, prior to or within ten (10) days of discovery of same. Failure to so provide said notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **Confidentiality:** Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time. Any samples obtained by a Consultant under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide Consultant with same and allow Consultant to revise the report accordingly, except that Consultant shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the property, and that hazardous materials may later be found on such a site. Client agrees that Consultant is not responsible for any failure to detect or clean up the presence of hazardous materials unless: (1) the failure to detect same is caused by Consultant's negligence, gross negligence or willful misconduct; and (2) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be further limited by the provisions of this Agreement.

All tax increment finance projections and other incentive related documents shall be supplied in paper or printable document file (PDF) format. The source documents are considered work product and will only be released at the sole discretion of AKT Peerless. If source documents are released, it is under a one (1) month license only to the Client who shall not modify, alter, copy or distribute the source documents without the expressed written permission of AKT Peerless and shall destroy or return the source documents and all copies to AKT Peerless upon expiration of the license.

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or

such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes:** The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this agreement and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays:** Consultant shall use commercially reasonable best efforts in performing the services under this agreement. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters:** The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution or other third party a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution or other third party and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by agreement or otherwise, shall be limited to the cost of the services provided by Consultant hereunder. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.

June 26, 2019

Ms. Brenda Stumbo
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Subject: Proposal to Conduct a Subsurface Investigation
1165 Ecorse Road and 1160 Davis Road, Ypsilanti Township, Michigan
Proposal No. PF-24708
AKT Peerless Project No. 5075

Ms. Stumbo,

AKT Peerless appreciates the opportunity to present the attached proposal to conduct a subsurface investigation at the property located at 1165 Ecorse Road and 1160 Davis Road, Ypsilanti Township, Michigan.

AKT Peerless will implement work immediately and will provide a summary report within 3-4 weeks following the completion of the field work. Field work will be scheduled immediately and typically takes 1 week to 10 days to complete upon authorization of the proposal. AKT Peerless' estimated cost to complete the proposed scope of work is \$15,690.

Any necessary changes that become apparent during the project may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any necessary changes in the proposed scope of work.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me.

If you have any questions or need additional information please contact me at 517-930-3725 or via email at hoehm@aktpeerless.com.

Sincerely,

AKT Peerless

A handwritten signature in blue ink that reads "Mary C. Hoeh".

Mary C. Hoeh, CHMM
Group Leader

Enclosure



PROPOSAL FOR A SUBSURFACE INVESTIGATION

SUBJECT PROPERTY

1165 Ecorse Road & 1160 Davis Road
Ypsilanti Township, Michigan

PREPARED FOR Ms. Brenda Stumbo
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197

PROPOSAL # PF-24708

PROJECT # 5075

DATE June 26, 2019

PROPOSAL FOR A SUBSURFACE INVESTIGATION

1165 Ecorse Road & 1160 Davis Road, Ypsilanti Township, Michigan

AKT Peerless Proposal No. PF-24708

AKT Peerless Project No. 5075

Introduction

AKT Peerless appreciates the opportunity to present its proposal to conduct environmental services at 1165 Ecorse Road and 1160 Davis Road in Ypsilanti Township, Michigan. The Client has requested an evaluation of the potential for the presence of Per- and Polyfluoroalkyl (PFAS/PFOA) compounds at the subject property based on the historical usage of fire suppression foam at the property.

Fire fighting foam is divided into two classes; Class A Foam (utilized to extinguish fires involving wood, paper and brush); and Class B Foam (utilized to extinguish fires involving gasoline, oil and jet fuel). Class B Foam is also referred to as Aqueous Film Forming Foam (AFFF). PFAS is the active ingredient in AFFF and, therefore, any site that may have utilized Class B Foam may have associated subsurface impact(s). As such, AKT Peerless will complete a subsurface investigation to evaluate the potential for PFAS to have impacted the subject property.

Scope of Work

AKT Peerless has established the following scope of work to evaluate the potential for PFAS/PFOA impact on the subject property.

- Advance six soil borings all to be converted into temporary monitoring wells evaluate for the presence of (PFAS/PFOA) compounds. The locations selected for PFAS/PFOA evaluation were selected based on the historical location of the on-site building and potential training location(s) on the eastern grassed portion of the subject property. In addition, previous investigations at the site have indicated groundwater flow to be to the northeast which influenced proposed boring location placement. As presented in methodologies, AKT Peerless will complete the proposed sampling in accordance with all regulatory and industry standards to ensure data quality and accuracy.
- Prepare a Subsurface Investigation Summary Report.

Boring Placement and Laboratory Analysis

Sample locations were selected to evaluate the most likely impacted areas based on the aforementioned considerations. Two soil and one groundwater sample will be collected from each location (assuming groundwater is encountered at or near the previously identified 10-18 feet below grade). One soil sample will be collected from near surface soils while the second soil sample will be collected from the “smear zone” above the water table.

Soil and groundwater samples collected for chemical analysis will be submitted under chain-of-custody to a fixed-base, independent laboratory. The laboratory will conduct laboratory analyses using EGLE and/or U.S. Environmental Protection Agency (EPA) approved analytical methods. Note that current laboratory turnaround time for PFAS/PFOA analysis is 2-3 weeks.

Methodologies and Quality Control

AKT Peerless will advance six 20 foot-foot-deep soil borings. AKT Peerless will either: (1) use a hand auger, (2) use a hydraulic push probe, (3) retain a drilling contractor to use a Geoprobe®, or (4) retain a drilling contractor to use hollow-stem augers.

It is anticipated that borings will be advanced with a hydraulic push probe or Geoprobe®. When possible, a macro core soil sampler will be used to collect continuous soil samples. If time is limited or subsurface soils restrict the penetration of the macro core sampler, a 2-foot-long discrete sampler will be used in place of the macro sampler.

If hollow stem augers are used the driller will follow the ASTM publication D1586-11: *Standard Test Method for Standard Penetration Test Split-Barrel Sampling of Soils*. While drilling with hollow-stem augers, soil samples will be collected in 2-foot-intervals using a 2-foot-long, 2-inch-diameter, split-spoon sampler.

AKT Peerless will request the local utility companies to mark on the ground surface the locations of buried utilities (e.g., electrical lines, telephone lines, sewers, water mains, and natural gas pipes). Before starting drilling operations, Ypsilanti Township will provide AKT Peerless with all available documents, drawings, and maps that indicate buried utility lines and underground storage tanks (USTs) at the site, if necessary.

Soil samples collected in the field will be visually examined in accordance with the Unified Soil Classification System, ASTM D2488-09a: *Standard Practice for Description and Identification of Soils (Visual-manual) Procedure*. As appropriate, soil samples collected in the field will be screened for volatile organic compounds (VOCs) using a portable organic vapor meter/photoionization detector (OVM/PID). To ensure accurate VOC screening, the quantity of the soil, temperature, and headspace volume will be kept as constant as possible. The OVM/PID will be calibrated prior to mobilization to the site.

Strict decontamination procedures will be followed during the completion of investigation activities by AKT Peerless personnel to reduce the potential for cross-contamination. All drilling and down-hole sampling equipment will be decontaminated prior to first use onsite, and thereafter between uses, using a high-temperature, high-pressure spray washer, and/or a vigorous wash in an Alconox solution, followed by a tap water rinse, and a distilled water rinse.

If groundwater is encountered, AKT Peerless will install temporary groundwater monitoring wells at each soil boring locations drilled at the subject site. The monitoring wells will be installed to a maximum depth of 20 feet bsg. Each temporary monitoring well will consist of a riser and screened section of PVC piping. The monitoring wells will be screened to bisect the static groundwater table, above a confining clay layer or at the maximum available depth due to drilling methods.

AKT Peerless proposed sampling will be conducted in conformance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Draft PFAS Sampling Guidance, dated April 2018. All field methodologies, sampling procedures and analytical methods will be conducted in accordance with current industry standards and methodologies to ensure the data quality and minimize the potential for cross- contamination.

AKT Peerless will collect one groundwater sample from each monitoring well after: (1) evacuating at least three times the initial volume of groundwater in the well casing; (2) purging the well until

measured parameters (temperature, turbidity, oxidation reduction potential, pH, and conductivity) have stabilized; or (3) purging the well dry and allowing sufficient time for recharge.

All soil and groundwater samples will be transported to a laboratory under chain-of-custody documentation in an ice-cooled container.

Subsurface Investigation Summary Report

After completing the investigation, AKT Peerless will prepare a report that will include a summary of field activities, analytical results, discussion of procedures/methodologies, site map with sampling locations, discussion of results and recommendations, if appropriate.

Unless requested otherwise, AKT Peerless will provide one electronic version of the final report. Additional reports, if any, will be provided at a rate of \$75 per copy.

Schedule

AKT Peerless will implement work immediately and will provide the Subsurface Investigation Summary Report within 3-4 weeks following the completion of the field work. Field work will be scheduled immediately and typically takes 1 week to 10 days to complete upon authorization of the proposal. Note that current laboratory turnaround time for PFAS/PFOA analysis is 2-3 weeks.

Fees

AKT Peerless estimates the fees and expenses for this project will be \$15,690. All subcontracted services and outside project costs will be billed at a cost plus 15 percent. The estimated costs to provide the services described in this proposal are shown in the tables below.

Subsurface Investigation Estimated Costs

ACTIVITY	COST
PROFESSIONAL SERVICES	
Project Management	\$1,280
Field Activities	\$2,340
Report Preparation	\$2,500
PROJECT COSTS	
Laboratory Analyses	\$7,470*
Drilling	\$1,250
Field Supplies and Expenses	\$850
TOTAL	\$15,690**

* Note that current turnaround time for PFAS/PFOA analysis is 2-3 weeks. Should data be required sooner, a rushed analysis charge would be applied. As of the date of this proposal, a 5 day turnaround time would have a 100% surcharge. Should the Client wish to rush the analysis, please advise AKT Peerless upon authorization of this proposal.

** Should site conditions prevent completion of the scope of work, or should any other hinderances occur, AKT Peerless will contact the client immediately to determine an alternative scope of work. Additionally, should additional field or laboratory work be deemed necessary to adequately evaluate the PFAS potential, AKT Peerless will contact the Client immediately and prior to changing of the scope of work presented in this proposal.

Limitations

If the Client chooses to alter the proposed scope of work, the Client shall advise AKT Peerless, and AKT Peerless shall propose alterations to the scope of work and related fees. The Client will authorize AKT Peerless in writing to conduct more or less work than defined in this proposal.

AKT Peerless will provide these services using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Drilling costs presented in this proposal assume that there will be no significant obstructions and delays (e.g., encountering cement rubble or boulders, sandy soil heaving into the augers, and inclement weather). If delays occur, AKT Peerless will notify the Client immediately, and AKT Peerless will revise the scope of work and fees appropriately.

This proposal and the associated cost estimate are valid for 30 days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

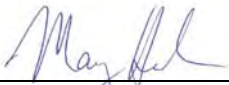
This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

Terms and Conditions

By signing this proposal, the Client agrees to the terms and conditions presented in Appendix A. AKT Peerless will prepare and render invoices for work performed to date on a monthly basis. All invoices shall be payable within thirty (30) days of invoice date.

PROPOSAL ACCEPTANCE FOR SUBSURFACE INVESTIGATION

1165 Ecorse Road and 1160 Davis Road, Ypsilanti Twp, MI

This proposal submitted by: 
Mary C. Hoeh, CHMM
Group Leader

Proposal submitted on: June 26, 2019

Please authorize the proposal by executing below:

Proposal amount: **\$15,690**

Client contact:
Ms. Brenda Stumbo
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197

AKT Peerless Proposal No. PF-24708
AKT Peerless Project No. 5075

Appendix A: Terms and Conditions

Acceptance: _____ (Signature)

Print Name: _____

Title _____

Date _____

Appendix A
Terms and Conditions

AKT PEERLESS TERMS AND CONDITIONS

The following Terms and Conditions govern the services (referred to herein as “work” or “services”) to be performed by AKT Peerless (“we”, “us”, “our”, “AKT Peerless” or “Consultant”) for you (“you”, “your” or “Client”). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and these Terms and Conditions constitute the “Agreement” (hereinafter, this “Agreement”).

1. **Performance:** Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited those related to environmental, fire, safety and health matters. Finally, it is Consultant’s obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. “spam”) unless written notification is provided.

2. **Client Cooperation:** Client shall use commercially reasonable best efforts to cooperate fully with Consultant in meeting Consultant’s responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client’s possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by Consultant. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur. Repair of concrete and/or surface structures is not included as part of this proposal and Consultant shall have no liability to repair same, except as may be specifically set forth in the proposal.

3. **Payment:** The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant’s standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer (“Retainer”). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the

Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

4. **Termination:** In addition to any other rights of Consultant to terminate this Agreement, Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this agreement may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this section 4 exceed the original agreement amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("**Damages**"), whether direct, indirect or consequential: that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from completion of the contracted services or they shall be forever barred. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all Damages, whether direct, indirect, or consequential arising out of, or in any way connected with Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client

agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or its employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

6. **Insurance and Limitations of Liability:** Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

- (a) Comprehensive general liability insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined per aggregate;
- (b) Professional liability (errors and omissions) insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined aggregate limit;
- (c) Pollution liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (d) Automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury for property damage; and
- (e) Workers' Compensation insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under the above insurance policies. However, in no event shall the liability of AKT Peerless for any redevelopment incentive or tax credit service under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Consultant will not be responsible for any claims arising out of the negligence, gross negligence, or willful misconduct by Client or by any person or entity not under the direct control of Consultant. In no event shall Consultant have any liability for any claims (whether based upon contract or tort) for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the services provided by Consultant or in any way arising out of or related to this Agreement, Client agrees to provide Consultant with reasonable notice of and an opportunity to cure the claimed Damages, prior to or within ten (10) days of discovery of same. Failure to so provide said notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **Confidentiality:** Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time. Any samples obtained by a Consultant under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide Consultant with same and allow Consultant to revise the report accordingly, except that Consultant shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the property, and that hazardous materials may later be found on such a site. Client agrees that Consultant is not responsible for any failure to detect or clean up the presence of hazardous materials unless: (1) the failure to detect same is caused by Consultant's negligence, gross negligence or willful misconduct; and (2) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be further limited by the provisions of this Agreement.

All tax increment finance projections and other incentive related documents shall be supplied in paper or printable document file (PDF) format. The source documents are considered work product and will only be released at the sole discretion of AKT Peerless. If source documents are released, it is under a one (1) month license only to the Client who shall not modify, alter, copy or distribute the source documents without the expressed written permission of AKT Peerless and shall destroy or return the source documents and all copies to AKT Peerless upon expiration of the license.

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or

such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes:** The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this agreement and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays:** Consultant shall use commercially reasonable best efforts in performing the services under this agreement. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters:** The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution or other third party a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution or other third party and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by agreement or otherwise, shall be limited to the cost of the services provided by Consultant hereunder. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.



WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Environmental Assessment Grant Program APPLICATION FORM

The WCBRA Environmental Assessment Grant Program provides grants for conducting Department Specific Activities, as defined by Act 381, by, or on behalf of, the Brownfield Authority on prospective eligible properties to be included in a Brownfield Plan. These include, but are not limited to, Phase I and II studies, as part of Baseline Environmental Assessments, Due Care Activities and Hazardous Materials Surveys.

The program is funded using available Brownfield Administrative Funds from active brownfield projects. Sites owned by a public entity or non-profit are eligible for 100% of the cost of eligible assessment activities, up to \$15,000. Private sites are eligible for up to 50% of the cost of eligible assessment activities, up to a maximum of \$10,000 of reimbursement.

Type of Application

- Publicly-Owned or Non-Profit-Owned Property (100% grant, up to \$15,000 maximum)
 Privately-Owned Property (50% grant, up to \$10,000 maximum)

Owner Information

Property Owner: Charter Township of Ypsilanti

Contact: Brenda Stumbo, Supervisor

Property

Address: 1165 Ecorse Rd. Ypsilanti, MI 48198; 1160 Davis St. Ypsilanti, MI 48198

Phone No.: 734.544.3733

Property Tax ID #: K-11-10-460-002; K-11-10-460-001

Applicant Information

Applicant

Name: Charter Township of Ypsilanti

Phone No.: 734.544.3733

Address: 7200 S. Huron River Dr

Developer (Entity) Name (if different than applicant):



Project Information

Project Name: Ypsilanti Township Former Fire Station

Project Description: Preparing site for redevelopment

Please provide a Site Map, Aerial, and/or Site Plan for the redevelopment.

Property Information

Previous Owners: Township has owned the site since the 1950s

Historic Property Uses: 1950s – 1979 Township offices

1950s – 1992 Fire Station

1979 – 2002 Library

Property Acreage: 1.43 acres

Zoning: B3 – General Business District

Single family housing, offices, gas station, former motorsports repair

Surrounding Land Use: facility

Proposed Environmental Activities:

	Estimated Cost
<input checked="" type="checkbox"/> Phase I	\$2,150
<input type="checkbox"/> Phase II	
<input type="checkbox"/> BEA Report	
<input type="checkbox"/> Due Care Plan	
<input type="checkbox"/> Hazardous Material Survey	

Please attach a price quote from a qualified environmental firm.

Please describe Previous Environmental Assessments Completed: Phase I & II completed in 2007 by AKT Peerless



Please describe environmental conditions: Former fire station and civic offices were demolished in 2004. In 2007, the Township and Washtenaw County funded environmental studies. At that time, the site was found not to be a facility. The Township would like to have a Phase I updated as a part of their preparation for redevelopment.

Please provide cloud links to any relevant environmental reports.

Emailed to Nathan Voght

Please return the completed form and attachments to:

Nathan Voght

Economic Development Specialist

Washtenaw County Office of Community and Economic Development

415 W. Michigan Ave.

Ypsilanti, MI 48197

734-544-3055

voghtn@ewashtenaw.org



WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

**Environmental Assessment Grant Program
APPLICATION FORM**

The WCBRA Environmental Assessment Grant Program provides grants for conducting Department Specific Activities, as defined by Act 381, by, or on behalf of, the Brownfield Authority on prospective eligible properties to be included in a Brownfield Plan. These include, but are not limited to, Phase I and II studies, as part of Baseline Environmental Assessments, Due Care Activities and Hazardous Materials Surveys.

The program is funded using available Brownfield Administrative Funds from active brownfield projects. Sites are eligible for 100% of the cost of eligible assessment activities, up to \$15,000. Higher awards may be given on a case by case basis.

Type of Application

- Publicly-Owned or Non-Profit-Owned Property
- Privately-Owned Property

Owner Information

Property Owner: Charter Township of Ypsilanti

Contact: Brenda Stumbo, Supervisor

Property Address: 1165 Ecorse Rd. Ypsilanti, MI 48198; 1160 Davis St. Ypsilanti, MI 48198

Phone No.: 734.544.3901

Property Tax ID #: K-11-10-460-002; K-11-10-460-001

Applicant Information

Applicant Name: Charter Township of Ypsilanti

Phone No.: 734.544.3901

Address: 7200 S. Huron River Dr.

Developer (Entity) Name (if different than applicant): _____



Project Information

Project Name: Ypsilanti Township Former Fire Station

Project Description: Preparing Site for Redevelopment

Please provide a Site Map, Aerial, and/or Site Plan for the redevelopment.

Property Information

Previous Owners: Township has owned the site since the 1950s

Historic Property Uses: 1950s-1979 Township offices; 1950s-1992 Fire Station; 1979-2002 Library

Property Acreage: 1.43 acres

Zoning: B3 -General Business District

Surrounding Land Use: Single family housing, offices, gas station, former motorsports repair facility

Proposed Environmental Activities:

	Estimated Cost
<input type="checkbox"/> Phase I	
<input checked="" type="checkbox"/> Phase II	\$15,690
<input type="checkbox"/> BEA Report	
<input type="checkbox"/> Due Care Plan	
<input type="checkbox"/> Hazardous Material Survey	

Please attach a price quote from a qualified environmental firm.

Please describe Previous Environmental Assessments Completed: Phase I & II completed in 2007 by AKT Peerless

Please describe environmental conditions: Former fire station and civic offices were demolished in 2004. In 2007, the Township and Washtenaw County funded environmental studies. At that time, the site was found not to be a facility. The Township would like to have a Phase II since during discussions with the Township's Fire Chief it was confirmed the site was previously used for testing that involved PFAS.



Please provide cloud links to any relevant environmental reports.

Please return the completed form and attachments to:

Nathan Voght

Economic Development Specialist

Washtenaw County Office of Community and Economic Development

415 W. Michigan Ave.

Ypsilanti, MI 48197

734-544-3055

voghtn@washtenaw.org

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)

June 26, 2019

Brenda Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Mike Radzik, OCS Director
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

- Re:**
- 1. Letter Addressed to AKT Peerless Environmental Group Leader Mary Hoeh Confirming the Request from Washtenaw Brownfield Redevelopment Coordinator Nathan Voght as well as Ypsilanti Township Supervisor Brenda L. Stumbo that AKT Peerless Prepare an Estimate of the Costs of Conducting a Phase II Scope of Services for the Property Located at 1165 Ecorse Road, Ypsilanti Township Since the Property Appears to Have Been Used for Testing by the Fire Department in Previous Years Which Utilized PFAS**
 - 2. Copies of Phase I Application Form in the Amount of \$2,150 that was Previously Approved by the Washtenaw County BRA Along with the Copy of the Application Form for Phase II that will be Submitted to the County BRA Once the Township Has Received the Estimated Cost for that Scope of Work**
 - 3. Request of Redevelopment Coordinator Voght that Township Supervisor Stumbo and Clerk Roe be Authorized to Sign These Applications in a Timely Manner Which They are Authorized to Do Per the Township's Financial Policy so as to Not Delay the Opportunity to have Potential Brownfield Sites Located in the Township Investigated by the Monies Provided by the Brownfield Redevelopment Authority**

Stumbo/Roe/Doe/Radzik
Re: 1165 Ecorse
June 26, 2019
Page 2

Dear Board Members and Director Radzik:

As was discussed during a brief meeting today with Township Supervisor Brenda L. Stumbo and Clerk Karen Lovejoy Roe, there are a number of pressing matters that continue to require ongoing vigilance by all of us so as to insure the Township's interests are protected. In fact, at this moment, there are so many things coming at the Board it is hard to know how to prioritize and reprioritize a number of competing interests but we must continue to do everything within our power to meet the Township's Mission Statement.

That being said, Washtenaw County Brownfield Redevelopment Coordinator Nathan Voght continues to work with the Township in an effort to have Brownfield Redevelopment Authority funds utilized to investigate potential contamination of Brownfield sites in the Township which will ultimately lead to redevelopment, especially along the corridors of East Michigan Avenue and Ecorse Road. One such property is the vacant property located at 1165 Ecorse Road where the old Township Hall and Fire Station were once located. While this property was demolished nearly twenty years ago by the Township, it is believed to have been utilized by the Fire Department for "**foam drills**" that may have utilized PFAS. As such, Redevelopment Coordinator Voght is trying to assist the Township in seeking a Phase II ESA for this property once Phase I has been completed.

There has been some confusion regarding the approval of Phase I and while I am not privy as to all of the details as to what occurred regarding the approval of Phase I (since it was being handled by former Economic Development Director Sara Jo Shipley), I have been assured by Redevelopment Coordinator Voght that Phase I was approved by the County BRA with the understanding that the Phase II cost estimate would be prepared which would include a determination as to whether PFAS exists on this property. I have attached for your files a copy of an email received from Redevelopment Coordinator Voght dated **June 25, 2019** addressed to AKT Peerless Group Leader Mary Hoeh as well as her response to Supervisor Stumbo's request for a Phase II estimate dated Monday, **June 24**. As of this evening we have not received a Phase II cost estimate although I have prepared an Application form for Phase II which is ready to be filed with the County as soon as we have received the cost estimate.

As such, I am enclosing a copy of the application forms for both Phase I and Phase II as well as my letter addressed to AKT Representatives Hoeh and Jeremy McCallion. As noted by Redevelopment Coordinator Voght, time is of the essence since if we miss the funding request at the July meeting of the BRA, their next meeting is not scheduled until **August 15**.

Stumbo/Roe/Doe/Radzik

Re: 1165 Ecorse

June 26, 2019

Page 3

In any event, we continue to do everything we can to take advantage of the Brownfield funds and, as such, Coordinator Voght has requested that Township Supervisor Brenda L. Stumbo and Clerk Karen Lovejoy Roe be authorized to sign these Applications in a timely manner which they can do per the Township's Financial Policy with the understanding that all of these applications will come back to the Township Board for approval at future meetings. In other words, since the Brownfield Redevelopment Authority Board will meet one week before the Township Board meeting of **August 20, 2019** and if additional applications for funding of Brownfield sites need to be executed during that interim time period, he wants the reassurance of knowing that the Board supports this process.

If after review of this correspondence and attachments you have any questions, or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

/js

cc: Trustees
Richard Carlisle
Ben Carlisle
Linda Gosselin
Brian McCleery
Javonna Neel
Matt Parks, OHM
Dennis O. McLain

July 1, 2019

Ms. Brenda Stumbo
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Subject: Proposal to Prepare an Environmental Construction Management Plan and Documentation of Due Care Compliance for 1150 Midway Road, Ypsilanti Township, Michigan
Proposal No. PF-24729
AKT Project No. 14118

Ms. Shipley:

AKT Peerless is pleased to present its proposal to provide Environmental Consulting Services for the following property:

- 1150 Midway Road
Ypsilanti Township, Michigan

AKT Peerless will implement work immediately and will provide the Environmental Construction Management Plan (ECMP) within two weeks of authorization and a Documentation of Due Care Compliance (DDCC) within two weeks following the completion of the ECMP. AKT Peerless' estimated lump sum cost to complete the proposed scope of work is \$6,450.

Any other unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me.

We look forward to working with you on this project. If you have any questions or require additional information, please contact me at 517-930-3725 or via email at hoehm@aktpeerless.com.

Sincerely,

AKT PEERLESS



Mary C Hoeh, CHMM
Group Leader

Enclosure

PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES

AKT Peerless Proposal No. PF-24729

AKT Peerless Project No. 14118

Introduction

AKT Peerless is pleased to submit its proposal to provide environmental consulting services for the following property:

- 1150 Midway Road
Ypsilanti Township, Michigan

AKT Peerless understands the Client intends to redevelop the subject property as a recreational skate park.

AKT Peerless understands the Client plans to utilize Washtenaw County Brownfield Redevelopment Authority (WCBRA) to fund the proposed scope of work. AKT Peerless will comply with the insurance requirements as outlined in Section 10 of the draft WCBRA Environmental Assessment Grant Agreement provided to AKT Peerless on February 5, 2019.

Scope of Work

During a subsurface investigation completed at the subject property regarding a potential environmental concern (PEC) regarding the potential historical presence of a heating oil tank at the site. Although no evidence was identified during the Phase I ESA process to indicate a heating oil tank was present on the subject property, the lack of documentation of heating sources during period(s) of time at the site prompted the client to request an investigation of the PEC. As such, AKT Peerless completed a subsurface investigation in areas surrounding the former building footprint. During the investigation one polynuclear aromatic hydrocarbon (PNA) parameter was identified to exceed the Residential Generic Cleanup Criteria. Based on the data review, it appears the impact is likely due to fill material rather than a heating oil UST as PNAs were detected, albeit lower the State's Generic Cleanup Criteria, in other areas of the site. In addition, no volatile organic compounds (VOCs) were identified at the site.

Based on the above noted results, AKT Peerless recommends completing an Environmental Construction Management Plan (ECMP) for use during redevelopment of the site, as well as, a Documentation of Due Care Compliance (DDCC) which is required to be on file for sites with impact exceeding the Residential Generic Cleanup Criteria.

Environmental Construction Management Plan

The purpose of this plan and guidance is to ensure that the due care responsibilities associated with both the ownership and/or operation of the project site are met throughout the duration of construction activities proposed for the subject property. The ECMP will be based on the data collected during the 2019 subsurface investigation completed at the site.

The purpose of the Environmental Construction Management Plan proposed to prepare is two-fold:

- 1) To provide the contractors and subcontractors that bid on this project with an adequate level of knowledge concerning the subject property's environmental condition to understand the site conditions and prepare their own health & safety plans and protocols accordingly; and
- 2) To provide guidance to the contractors and subcontractors that bid on this project with an adequate level of knowledge regarding the requisite management practices for the proper handling and management of potentially contaminated media and other materials at the subject property above and beyond normal "greenfield" construction practices.

These environmental plans and guidance documents are necessary to ensure that the health, safety and welfare of workers, visitors, and occupants and the environment on, adjacent to, and nearby the Property are adequately protected.

Post-Development Documentation of Due Care Compliance

Section 20107a provides that a person who owns or operates property and has knowledge it is a facility must:

- Undertake measures to prevent exacerbation of existing contamination.
- Exercise due care by undertaking response activities to mitigate unacceptable exposure to hazardous substances, mitigate fire and explosion hazards due to hazardous substances, and allow for the intended use of the subject property in a manner that the protects health and safety.
- Take reasonable precautions against the reasonably foreseeable acts or omissions of a third party and the consequences that could result from those acts or omissions.
- Provide notifications to the EGLE and others in regard to mitigating fire and explosions hazards, discarded or abandoned containers, contamination migrating beyond property boundaries, as applicable.
- Comply with land use or resource use restrictions established or relied on in connection with the response activities at the facility.
- Not impede the effectiveness or integrity of any land use or resource restriction employed at the facility in connection with response activities.

AKT Peerless will prepare the DDCC based on the subsurface investigation completed at the site. This plan will be prepared for Client use but is not intended for submittal or review by any regulatory agency.

Schedule

AKT Peerless will implement work immediately and will provide the Environmental Construction Management Plan (ECMP) within two weeks of authorization and a Documentation of Due Care Compliance (DDCC) within two weeks following the completion of the ECMP.

Fees

AKT Peerless proposes to provide the services described in this proposal for the total estimated cost described below:

Estimated Cost - ECMP	\$2,950
Estimated Cost – DDCC	<u>\$3,500</u>
TOTAL COST	\$6,450

Unless requested otherwise, AKT Peerless will provide an electronic copy of the final report. Paper copy reports, if requested, will be provided at a rate of \$75 per copy.

Limitations


This proposal and the associated cost estimate are valid for 30 days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Any unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

Terms and Conditions

By signing this proposal, the Client agrees to the terms and conditions presented as Appendix A. Unless otherwise noted, AKT Peerless will prepare and render invoices for work performed to date on a monthly basis.

**PROPOSAL ACCEPTANCE FOR AN ENVIRONMENTAL
CONSTRUCTION MANAGEMENT PLAN AND A
DOCUMENTATION OF DUE CARE COMPLIANCE REPORT
1150 Midway Road, Ypsilanti Township, Michigan**

This proposal submitted by: 
Mary C. Hoeh, CHMM
Group Leader

Proposal submitted on: July 1, 2019

Please authorize the proposal by executing below:

Proposal amount: **\$6,450**

Client contact:
Ms. Brenda Stumbo
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197

AKT Peerless Proposal No. PF-24729
AKT Peerless Project No. 14118

Acceptance: _____ (Signature)
Charter Township of Ypsilanti

Print Name: _____

Title _____

Date _____

TO EXPEDITE COMPLETION OF THIS PROJECT, PROVIDE THE FOLLOWING:

PROPERTY OWNER NAME: _____ PROPERTY OWNER CONTACT INFORMATION: _____

KEY SITE CONTACT NAME: _____ KEY SITE CONTACT INFORMATION: _____

LENDER NAME: _____ LENDER CONTACT INFORMATION: _____

Appendix A

Terms and Conditions

AKT PEERLESS TERMS AND CONDITIONS

The following Terms and Conditions govern the services (referred to herein as “work” or “services”) to be performed by AKT Peerless (“we”, “us”, “our”, “AKT Peerless” or “Consultant”) for you (“you”, “your” or “Client”). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and these Terms and Conditions constitute the “Agreement” (hereinafter, this “Agreement”).

1. **Performance:** Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited those related to environmental, fire, safety and health matters. Finally, it is Consultant’s obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. “spam”) unless written notification is provided.

2. **Client Cooperation:** Client shall use commercially reasonable best efforts to cooperate fully with Consultant in meeting Consultant’s responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client’s possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by Consultant. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur. Repair of concrete and/or surface structures is not included as part of this proposal and Consultant shall have no liability to repair same, except as may be specifically set forth in the proposal.

3. **Payment:** The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant’s standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer (“Retainer”). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the

Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

4. **Termination:** In addition to any other rights of Consultant to terminate this Agreement, Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this agreement may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this section 4 exceed the original agreement amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("**Damages**"), whether direct, indirect or consequential: that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from completion of the contracted services or they shall be forever barred. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all Damages, whether direct, indirect, or consequential arising out of, or in any way connected with Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client

agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or its employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

6. **Insurance and Limitations of Liability:** Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

- (a) Comprehensive general liability insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined per aggregate;
- (b) Professional liability (errors and omissions) insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined aggregate limit;
- (c) Pollution liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (d) Automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury for property damage; and
- (e) Workers' Compensation insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under the above insurance policies. However, in no event shall the liability of AKT Peerless for any redevelopment incentive or tax credit service under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Consultant will not be responsible for any claims arising out of the negligence, gross negligence, or willful misconduct by Client or by any person or entity not under the direct control of Consultant. In no event shall Consultant have any liability for any claims (whether based upon contract or tort) for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the services provided by Consultant or in any way arising out of or related to this Agreement, Client agrees to provide Consultant with reasonable notice of and an opportunity to cure the claimed Damages, prior to or within ten (10) days of discovery of same. Failure to so provide said notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **Confidentiality:** Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time. Any samples obtained by a Consultant under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide Consultant with same and allow Consultant to revise the report accordingly, except that Consultant shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the property, and that hazardous materials may later be found on such a site. Client agrees that Consultant is not responsible for any failure to detect or clean up the presence of hazardous materials unless: (1) the failure to detect same is caused by Consultant's negligence, gross negligence or willful misconduct; and (2) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be further limited by the provisions of this Agreement.

All tax increment finance projections and other incentive related documents shall be supplied in paper or printable document file (PDF) format. The source documents are considered work product and will only be released at the sole discretion of AKT Peerless. If source documents are released, it is under a one (1) month license only to the Client who shall not modify, alter, copy or distribute the source documents without the expressed written permission of AKT Peerless and shall destroy or return the source documents and all copies to AKT Peerless upon expiration of the license.

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or

such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes:** The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this agreement and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays:** Consultant shall use commercially reasonable best efforts in performing the services under this agreement. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters:** The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution or other third party a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution or other third party and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by agreement or otherwise, shall be limited to the cost of the services provided by Consultant hereunder. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

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(734) 481-1120

DENNIS O. McLAIN
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ANGELA B. KING

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

July 1, 2019

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Angela Verges, Recreation Services Manager
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

- Re: **1. Follow Up to My Letter Dated June 30, 2019 Where I Inquired of Washtenaw County Brownfield Redevelopment Coordinator Nathan Voght as to Whether the Cost for AKT to Prepare an “Environmental Construction Management Plan” as it Pertains to the One Parameter that Did Exceed the “EGLE Residential Direct Contact Criteria” as well as a “Documentation of Due Care Compliance” (DDCC) Report is Reimbursable by the BRA**
- 2. Receipt of Email from Brownfield Redevelopment Coordinator Voght that this Additional Work “...May Qualify for Our Grant Program”**
- 3. Receipt of AKT’s Proposal to Prepare the Environmental Construction Management Plan and the DDCC Report for a Cost Not to Exceed \$6,450**

Dear Board Members and Recreation Services Manager Verges:

As I am sure your respective files reflect, I previously advised your offices as well as Washtenaw County Brownfield Redevelopment Coordinator Nathan Voght that on **June 25, 2019** the Township received from AKT the results of the “**Limited Subsurface Investigation**” for 1150 Midway wherein they recommended that they prepare an “**Environmental Construction Management Plan**” as well as a

Stumbo/Roe/Doe/Verges
Re: Township Skate Park
July 1, 2019
Page 2

“Documentation of Due Care Compliance Report” (DDCC) This recommendation was the result of one area out of nine exceeding the **“EGLE Residential Direct Contact Criteria”** for the property that will be utilized to construct the Eastern Washtenaw County Skatepark.

I inquired of Redevelopment Coordinator Voght as to whether the cost to implement these two recommendations per AKT are reimbursable by the **“Brownfield Redevelopment Authority”** and earlier this morning I received an email from Coordinator Voght (a copy of which is attached) wherein he stated **“The additional work may qualify for our grant program. Let’s ask the Board [BRA] this Thursday [sic Wednesday] at their meeting. Do you have a cost estimate?”**

Upon receipt of this email I contacted AKT Group Leader Mary C. Hoeh and requested that she prepare a proposal to complete both the Environmental Construction Management Plan and the DDCC which she did. Attached hereto is a copy of her proposal that was sent to Supervisor Brenda L. Stumbo, Redevelopment Coordinator Voght and myself wherein AKT estimated that the cost to perform plans would be in an amount not to exceed **\$6,450**.

I realize this is not on tomorrow night’s agenda but given the fact that the BRA will not meet after **July 3** until **August 22**, perhaps you may wish to consider adding this to the Agenda contingent upon funding by the BRA otherwise we could consider these recommendations at our **August 20** Board meeting. In any event I wanted to take a moment and share with you the ongoing environmental activities for the proposed skatepark. If after review of this correspondence and attachments you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

js/enc.

cc: Trustees
Mike Radzik
Charlotte Wilson
Linda Gosselin
Brian McCleery
Dennis O. McLain

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #11 REVISION #2**

July 2, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND	Total Increase	<u><u>\$55,690.00</u></u>
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Request to increase the budget for Washtenaw County Road 3rd Agreement for crack sealing improvement at Partridge Creek Subdivision. The total road improvement project is estimated at \$40,000. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$40,000.00
		Net Revenues	<u><u>\$40,000.00</u></u>
Expenditures:	Highway & ST-Road Construction	101-446-000-818.022	\$40,000.00
		Net Expenditures	<u><u>\$40,000.00</u></u>

* Request to increase the budget for the professional service of AKT Peerless for subsurface investigation of property located at 1165 Ecorse Road for a total of \$15,690. There will be a Washtenaw County Brownfield Grant in the amount of \$15,000 and \$690 will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	County Grant - Special Project	101-000-000-540.400	\$15,000.00
	Prior Year Fund Balance	101-000-000-699.000	\$690.00
		Net Revenues	<u><u>\$15,690.00</u></u>
Expenditures:	Prof Serv - Special Land Project	101-950-000-801.400	\$15,690.00
		Net Expenditures	<u><u>\$15,690.00</u></u>

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)	Total Increase	<u><u>\$6,450.00</u></u>
--	-----------------------	---------------------------------

** Request to increase the budget \$6,450 for the professional services of AKT Peerless to perform Phase 2 - Environmental Construction Management Plan and Documentation of Due Care Compliance at the future site of the Skate Park located at 1150 Midway Road. This will be funded by reimbursement from a Grant provided by the Washtenaw County Brownfield Authority.

Revenues:	County Grant - Park	212-000-000-540.100	\$6,450.00
		Net Revenues	<u><u>\$6,450.00</u></u>
Expenditures:	Prof Serv - Skate Park	212-212-000-801.300	\$6,450.00
		Net Expenditures	<u><u>\$6,450.00</u></u>

* Revision Requested by Clerk Roe 06/27/19

** Revision Requested by Clerk Roe 07/2/19

Motion to Amend the 2019 Budget (#11) Revision #2

Move to increase the General Fund budget by \$55,690 to \$10,146,631 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General Fund II budget by \$6,450 to \$2,168,948 and approve the department line item changes as outlined

OTHER BUSINESS
