

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

HEATHER JARRELL ROE

Treasurer

STAN ELDRIDGE

Trustees

RYAN HUNTER

JOHN P. NEWMAN II

GLORIA PETERSON

DEBBIE SWANSON

March 19, 2024

Regular Meeting – 6:00 p.m.

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

DEPARTMENTAL REPORTS



Date: February 2, 2024
To: Clerk's Office
CC: Brenda Stumbo, Supervisor
From: Michael Saranen, Operation Manager

Subject: Department Report (activities in January 2024)

Activities:

Ford Lake Dam (Hydro Station)

General Operation Summary:

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Operators had 4 after-hour call-in for the month.

Average precipitation for the month of is around 2.23", this year it was about 5.25".

Regulatory Status:

For 2024-

- DSSMR- **Started**
- Owners Dam Safety Program Review -
- EAP annual update and test -
- EAP First Responder Training - **Started**
- WQ Report -
- Nuisance Plant Plan Report -
- Wildlife Plan Report -
- Historical Activity Report -
- Gate Certification -
- Security Review -
- FERC Security Inspection - TBD
- FERC Annual Dam Safety Inspection -
- Annual DEQ Lake Operation Monitoring Report-
- Spillway Assessment Action Plan - **Filed, addressing comments by FERC, Ongoing**
- Public Safety Plan - **Installing new safety signs in 2024**
- Fish & Sediment Analysis - Not required until 2033

Future Items:

- Shoreline Restoration, Ford Lake Park
- PMF Study for watershed
- Part 12 Comprehensive Analysis Inspection - 2025
- Shoreline Erosion Survey – 2025
- Protective Relay testing – 2024
- Emergency Gen Testing – 2025
- Downstream Concrete repairs – 2025 - 2026
- Sluice Gate inspection and concrete repairs – 2024 - 2025
- Windows/additional concrete repairs (powerhouse and dam) - TBD
- EAP Tabletop and Functional Exercise – 2024
- EAP Rewrite - 2025

Projects:

Concrete Repairs- Delayed, approved by the Board to go out to bid. Construction was planned for summer 2023, however the cost came in doubled and the project will be rebid in coming months.

Sluice Gate Stress Analysis- 2024, the FERC has requested a detailed study of the spillway gates. This is a common industry request from FERC as they continuously look at safety involving dams. We are currently working with engineering to develop a procedure to complete this task. Preparing to go out to bid.

Turbine Inspections and Maintenance- Conduct cleaning, inspection and maintenance on turbine equipment and associated spaces. #2 was inspected and found to be satisfactory. #1 is planned in the 1st quarter of the year.

Operation Summary

2024	January	YTD	5 Year Ave.
Precipitation total (inches) ¹	5.25	5.25	38.0
Days Online	31	31	359.4
Generation MWH (estimated)	1,266.712	1,266.712	10469.1
Generation MWH lost (estimated)*	0	0	515.6
After Hour Call In			
Water levels	4	4	38
Mechanical/Electrical	0	0	4
Other	0	0	2
Totals	4	4	43

Recent History	2019	2020	2021	2022	2023
Precipitation total (inches)	45.4	41.4	40.0	26.37	36.65
Days Online	350.6	359.7	360.0	363.5	363.4
Generation MWH (estimated)	12,576.7	10,722.7	10,524.5	9,185.151	9,336.397
Generation MWH lost (estimated)*	1,005.8	570.2	423.2	362.5	216.076
After Hour Call In					
Water levels	30	69	33	36	22
Mechanical/Electrical	3	4	9	0	3
Other	0	2	0	4	2
Totals	33	75	42	40	27

¹ Preliminary totals from NOAA for Detroit

*losses related to scheduled & unscheduled maintenance and water quality discharges.

Gate Spilling Summary:

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

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

Sluice Gate Usage Summary:

Current Year 2024	Current Year Days Spilled	Current Year Lost KWh*	Current Year Lost KW\$*	Prior Yr. Lost KW\$*
January	7.6	0	0	0
February				0
March				0
April				0
May				\$ 1,597
June				\$ 8,241
July				\$ 373
August				\$ 268
September				\$ 86
October				0
November				0
December				0
Totals	7.6	0	\$ 0	\$ 10,565

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

Sargent Charles Dam

This dam continues to get routine safety inspections and appropriate maintenance.

In October 2023, the dam was inspected by the state. In their report the dam is in satisfactory condition, the report listed some maintenance recommendations to help maintain a safe dam. Staff are reviewing the report for follow-up actions.



Date: March 9, 2024
To: Clerk's Office
CC: Brenda Stumbo, Supervisor
From: Michael Saranen, Operation Manager

Subject: Department Report (activities in February 2024)

Activities:

Ford Lake Dam (Hydro Station)

General Operation Summary:

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Operators had 0 after-hour call-in for the month.

Average precipitation for the month of is around 2.08", this year it was only .24".

Regulatory Status:

For 2024-

- DSSMR- **Started**
- Owners Dam Safety Program Review -
- EAP annual update and test -
- EAP First Responder Training - **Started**
- WQ Report – Equipment out for service
- Nuisance Plant Plan Report -
- Wildlife Plan Report -
- Historical Activity Report -
- Gate Certification -
- Security Review -
- FERC Security Inspection - TBD
- FERC Annual Dam Safety Inspection – **June, tentative**
- Annual DEQ Lake Operation Monitoring Report-
- Spillway Assessment Action Plan - **Filed, addressing comments by FERC, Ongoing**
- Public Safety Plan - **Installing new safety signs in 2024**
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- Downstream Concrete repairs – 2025 - 2026
- Sluice Gate inspection and concrete repairs – 2024 - 2025
- Windows/additional concrete repairs (powerhouse and dam) - TBD
- EAP Tabletop and Functional Exercise – 2024, in planning with downstream dam
- EAP Rewrite - 2025

Projects:

Concrete Repairs- Delayed, approved by the Board to go out to bid. Construction was planned for summer 2023, however the cost came in doubled and the project will be rebid in coming months.

Sluice Gate Stress Analysis- 2024, the FERC has requested a detailed study of the spillway gates. This is a common industry request from FERC as they continuously look at safety involving dams. We are currently working with engineering to develop a procedure to complete this task. **Out to Bid**

Turbine Inspections and Maintenance- Conduct cleaning, inspection and maintenance on turbine equipment and associated spaces. #2 was inspected and found to be satisfactory. #1 is planned in the 1st quarter of the year.

Operation Summary

2024	February	YTD	5 Year Ave.
Precipitation total (inches) ¹	.24	5.49	38.0
Days Online	29	60	359.4
Generation MWH (estimated)	1,254.712	2,521.424	10469.1
Generation MWH lost (estimated)*	2.726	2.726	515.6
After Hour Call In			
Water levels	0	4	38
Mechanical/Electrical	0	0	4
Other	0	0	2
Totals	0	4	43

Recent History	2019	2020	2021	2022	2023
Precipitation total (inches)	45.4	41.4	40.0	26.37	36.65
Days Online	350.6	359.7	360.0	363.5	363.4
Generation MWH (estimated)	12,576.7	10,722.7	10,524.5	9,185.151	9,336.397
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March				0
April				0
May				\$ 1,597
June				\$ 8,241
July				\$ 373
August				\$ 268
September				\$ 86
October				0
November				0
December				0
Totals	19.0	0	\$ 0	\$ 10,565

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

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In October 2023, the dam was inspected by the state. In their report the dam is in satisfactory condition, the report listed some maintenance recommendations to help maintain a safe dam. Staff are reviewing the report for follow-up actions.



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

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

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Chad Teets, Police Services Lieutenant
Cc: Ypsilanti Township Board
Keith Flores, WCSO Police Services Commander
Nancy Hansen, WCSO Police Services Captain
Date: March 8, 2024
Re: February 2024 Police Services Monthly Report

SUMMARY:

During the month of February 2024, there were 3,201 calls for service in Ypsilanti Township. In February 2023, there were 3,533 calls for service in Ypsilanti Township.

OPERATIONS

During February 2024, Patrol Operations responded to calls for service, conducted traffic enforcement, and completed criminal investigations in support of our citizen's quality of life.

In the month of February 2024 there were 7 home invasions, which reflects no change as compared to February 2023 (7 home invasions). In many of these incidents domestic relationships and unauthorized entry were common. The best prevention methods for a typical residential home invasion are to keep all windows and doors locked (including vehicles in the driveway), including deadbolts, while away from home. External lighting and visual deterrents such as "Beware of Dog" or alarm signage also discourages criminals.

In the month of February 2024 there were 4 breaking and entering's. In the month of February 2023, we saw 2 breaking and entering's (100% increase).

In February 2024 there were 10 reported UDAA's. This is a 9% decrease compared to February 2023 where there were 11 reported UDAA's. Many of these vehicle thefts occurred by the suspect gaining entry to an unlocked vehicle. Citizens are reminded to lock all vehicle doors and keep ignition keys in separate and secure areas to prevent such thefts. Valuables, if left in a vehicle, should be placed in a concealed location. The following website provides further information regarding the reduction of potential for theft of your vehicle, common vehicles targeted, and further information.

<https://www.nhtsa.gov/road-safety/vehicle-theft-prevention>

YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation, and social services to ensure that there is accountability beyond the Sheriff's Office contact with the offenders that are consistently involved in crimes. From a year-to-year perspective, comparing 2024 to 2023, our juvenile offenses and complaints are up 18.18% (from 22 to 26) and our runaway complaints have not changed (10 for both timeframes).

*Co Creating Community Wellness and Safety – Providing Exemplary Service
Building Strong and Sustainable Communities
Serving Washtenaw County since 1823*



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

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

MARK A. PTASZEK
UNDERSHERIFF

COMMUNITY ACTION TEAM

The purpose of the Community Action Team (CAT) is to respond to situations involving or with a nexus of drugs, guns, or violence. The team focuses on the timely assessment and response to tips they receive from our community and community problems identified through crime pattern analysis.

CAT collaboration with the Michigan Department of Corrections in reference to parole compliance contributes to effective monitoring and management of parolees who live in our community. Timely and efficient response to tips regarding parolee misconduct combined with regular unannounced home visits are expected by the parolees that reside in Ypsilanti Township and surrounding areas.

For any violent crime tips related to guns, gang activity or violence in general please call 734-661-9034.

CLEMIS ONLINE REPORTING

Citizens can now fill out a police report online utilizing CLEMIS' new "online reporting tool". Citizens can visit: <https://www.washtenaw.org/3439/File-a-Police-Report> to fill out an online report.

WASHTENAW ALERT (EVERBRIDGE)

As a reminder for residents they can sign up for "Up-to-the-minute updates" from the Washtenaw County Sheriff's Office by email or cell phone at www.washtenaw.org/alerts

HOUSE WATCH

If you plan on being gone for a period of time sign your house up for house checks. The house watch form can be found at: <https://www.washtenaw.org/1743/House-Watch>

NEW FACES

The Sheriff's Office is hiring! We continue to hire highly qualified, motivated, and diverse people that are committed to pursuing our mission: Creating public safety, providing quality service, and building strong and sustainable communities.

If you are interested in joining us in serving your community in Police Services, Corrections, Communications, Emergency Services or Community Corrections please check us out at: <https://www.washtenaw.org/1124/Sheriff>

We have rewarding career opportunities available for those seeking a profession with a greater purpose.

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2024 Ypsilanti Twp Monthly Call Report (WD)

City:Ypsilanti Twp-YPT



Search Criteria: (This report counts for offenses but excludes UCR status of 'Unfounded'.)

Month:	February
Year:	2024
City:	Ypsilanti Twp-YPT

2024 Ypsilanti Twp Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

CLASS	Description	Feb/2024	Feb/2023	% CHG	YTD 2024	YTD 2023	% CHG	ADULT		JUV		Total	
								Feb/2024	YTD	Feb/2023	YTD	Feb	YTD
10001	KIDNAPPING/ABDUCTION	1	0	0%	2	1	100%	0	0	0	0	0	0
10002	PARENTAL KIDNAPPING	1	0	0%	1	0	0%	0	0	0	0	0	0
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	4	1	300%	7	4	75%	0	0	0	0	0	0
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	1	1	0%	1	1	0%	0	0	0	0	0	0
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	1	0	0%	1	0	0%	0	0	0	0	0	0
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	1	-100%	0	1	-100%	0	0	0	0	0	0
11005	SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%	1	0	0%	0	0	0	0	0	0
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	0	0%	3	0	0%	0	0	0	0	0	0
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	2	0	0%	3	3	0%	0	0	0	0	0	0
12000	ROBBERY	0	1	-100%	2	3	-33.3%	0	0	0	0	0	0
12001	ROBBERY	0	0	0%	0	2	-100%	0	0	0	0	0	0
13001	NONAGGRAVATED ASSAULT	28	33	-15.1%	52	66	-21.2%	10	16	0	1	10	17
13002	AGGRAVATED/FELONIOUS ASSAULT	20	21	-4.76%	41	54	-24.0%	15	25	1	1	16	26
13003	INTIMIDATION/STALKING	5	9	-44.4%	18	15	20%	0	2	0	0	0	2
20000	ARSON	1	0	0%	1	0	0%	1	1	0	0	1	1
21000	EXTORTION	2	3	-33.3%	4	5	-20%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	9	6	50%	13	13	0%	1	2	0	0	1	2
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	2	3	-33.3%	3	4	-25%	0	0	0	0	0	0
23001	LARCENY -POCKETPICKING	1	0	0%	1	0	0%	0	0	0	0	0	0
23002	LARCENY -PURSESNAATCHING	0	1	-100%	0	1	-100%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	10	11	-9.09%	18	17	5.882%	0	2	0	0	0	2
23005	LARCENY -THEFT FROM MOTOR VEHICLE	9	10	-10%	13	25	-48%	1	1	0	2	1	3
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	2	3	-33.3%	4	10	-60%	1	1	0	0	1	1

2024 Ypsilanti Twp Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

CLASS	Description	Feb/2024	Feb/2023	% CHG	YTD 2024	YTD 2023	% CHG	ADULT		JUV		Total	
								Feb/2024	YTD	Feb/2023	YTD	Feb	YTD
23007	LARCENY -OTHER	6	4	50%	12	7	71.42%	0	0	1	1	1	1
24001	MOTOR VEHICLE THEFT	12	12	0%	25	21	19.04%	1	1	2	2	3	3
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	1	2	-50%	3	4	-25%	0	0	0	3	0	3
25000	FORGERY/COUNTERFEITING	0	3	-100%	2	4	-50%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	2	7	-71.4%	6	13	-53.8%	1	1	0	0	1	1
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	5	-100%	2	13	-84.6%	0	0	0	0	0	0
26005	FRAUD -WIRE FRAUD	2	0	0%	4	1	300%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	2	11	-81.8%	7	18	-61.1%	0	0	0	0	0	0
27000	EMBEZZLEMENT	0	2	-100%	0	3	-100%	0	0	0	0	0	0
28000	STOLEN PROPERTY	2	1	100%	2	3	-33.3%	0	0	0	0	0	0
29000	DAMAGE TO PROPERTY	18	31	-41.9%	42	64	-34.3%	2	2	0	0	2	2
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%	0	2	-100%	0	0	0	0	0	0
30002	RETAIL FRAUD -THEFT	7	6	16.66%	10	16	-37.5%	1	2	0	0	1	2
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	5	12	-58.3%	9	25	-64%	2	5	0	0	2	5
35002	NARCOTIC EQUIPMENT VIOLATIONS	2	4	-50%	3	6	-50%	0	0	0	0	0	0
37000	OBSCENITY	0	0	0%	1	1	0%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	10	9	11.11%	17	23	-26.0%	4	6	1	2	5	8
52003	WEAPONS OFFENSE -OTHER	2	4	-50%	3	6	-50%	0	0	0	0	0	0
72000	ANIMAL CRUELTY	1	0	0%	1	0	0%	0	0	0	0	0	0
Group A Totals		172	217	-20.7%	338	455	-25.7%	40	67	5	12	45	79
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%	0	1	-100%	0	0	0	0	0	0
26006	FRAUD -BAD CHECKS	1	1	0%	1	1	0%	0	0	0	0	0	0
36004	SEX OFFENSE -OTHER	0	0	0%	0	1	-100%	1	1	0	0	1	1
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	4	0	0%	7	5	40%	2	2	0	0	2	2
38003	FAMILY -OTHER	0	1	-100%	0	1	-100%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	29	14	107.1%	47	29	62.06%	7	11	0	0	7	11
50000	OBSTRUCTING JUSTICE	12	20	-40%	30	44	-31.8%	2	10	0	0	2	10

2024 Ypsilanti Twp Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

CLASS	Description	Feb/2024	Feb/2023	% CHG	YTD 2024	YTD 2023	% CHG	ADULT		JUV		Total	
								Feb/2024	YTD	Feb/2023	YTD	Feb	YTD
53001	DISORDERLY CONDUCT	2	2	0%	3	2	50%	0	1	0	0	0	1
53002	PUBLIC PEACE -OTHER	0	0	0%	1	2	-50%	0	0	0	0	0	0
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	25	9	177.7%	35	24	45.83%	16	26	0	0	16	26
55000	HEALTH AND SAFETY	1	3	-66.6%	2	6	-66.6%	0	0	0	0	0	0
57001	TRESPASS	3	3	0%	3	6	-50%	1	1	0	0	1	1
63000	VAGRANCY	1	0	0%	1	0	0%	0	0	0	0	0	0
70000	JUVENILE RUNAWAY	6	3	100%	10	10	0%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	4	0	0%	4	0	0%	0	0	0	0	0	0
75000	SOLICITATION	0	0	0%	1	0	0%	0	0	0	0	0	0
Group B Totals		88	56	57.14%	145	132	9.848%	29	52	0	0	29	52
2800	JUVENILE OFFENSES AND COMPLAINTS	19	11	72.72%	26	22	18.18%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	13	9	44.44%	32	24	33.33%	0	0	0	0	0	0
3000	WARRANTS	35	33	6.060%	62	67	-7.46%	24	39	0	1	24	40
3100	TRAFFIC CRASHES	87	98	-11.2%	217	233	-6.86%	0	0	0	0	0	0
3200	SICK / INJURY COMPLAINT	219	197	11.16%	463	397	16.62%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	644	612	5.228%	1514	1336	13.32%	1	1	0	0	1	1
3500	NON - CRIMINAL COMPLAINTS	774	1033	-25.0%	1991	1875	6.186%	0	0	2	3	2	3
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	1029	1143	-9.97%	2455	2260	8.628%	0	0	0	0	0	0
3800	ANIMAL COMPLAINTS	77	44	75%	146	114	28.07%	0	0	0	0	0	0
3900	ALARMS	70	115	-39.1%	256	221	15.83%	0	0	0	0	0	0
Group C Totals		2967	3295	-9.95%	7162	6549	9.360%	25	40	2	4	27	44
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	0%	2	0	0%	0	0	0	0	0	0
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	0%	1	0	0%	0	0	0	0	0	0
4200	PARKING CITATIONS	0	2	-100%	0	2	-100%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	1	0	0%	2	1	100%	0	0	0	0	0	0
4500	MISCELLANEOUS A THROUGH UUUU	15	15	0%	30	37	-18.9%	0	0	0	0	0	0
Group D Totals		18	17	5.882%	35	40	-12.5%	0	0	0	0	0	0
6000	MISCELLANEOUS ACTIVITIES (6000)	56	38	47.36%	100	77	29.87%	0	0	0	0	0	0

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City:Ypsilanti Twp-YPT

CLASS	Description	Feb/2024	Feb/2023	% CHG	YTD 2024	YTD 2023	% CHG	ADULT		JUV		Total	
								Feb/2024	YTD	Feb/2023	YTD	Feb	YTD
6100	MISCELLANEOUS ACTIVITIES (6100)	59	78	-24.3%	125	161	-22.3%	0	0	0	0	0	0
6300	CANINE ACTIVITIES	1	4	-75%	2	8	-75%	0	0	0	0	0	0
6500	CRIME PREVENTION ACTIVITIES	6	6	0%	12	12	0%	0	0	0	0	0	0
6600	COURT / WARRANT ACTIVITIES	0	0	0%	0	2	-100%	0	0	0	0	0	0
6700	INVESTIGATIVE ACTIVITIES	31	31	0%	76	69	10.14%	0	0	0	0	0	0
Group F Totals		153	157	-2.54%	315	329	-4.25%	0	0	0	0	0	0
City : Ypsilanti Twp Totals		3398	3742	-9.19%	7995	7505	6.528%	94	159	7	16	101	175



Out of Area Time Ypsilanti TWP

For: 02/01/2024 thru 02/29/2024



Patrol Area	Reporting Area	Username	Location	Activity Category	Incident Number	Comments	Start Time	Duration in Minutes	Start Date
YPSILANTI TWP	SCIO TOWNSHIP	WDROBERTSG	HEATHER RD	BACKUP DISPATCHED CALLS	240008755	AST WITH K9 TRACK OF DV SUSPECT APV SGT WALLACE	19:00:00	60	2/2/2024
YPSILANTI TWP	SUPERIOR TWP	WDHENDRICKSA	EVERGREEN LN/RIDGEVIEW	BACKUP DISPATCHED CALLS	240009198	people with a gun, only one superior unit was available, went per sgt houk	17:35:00	10	2/4/2024
YPSILANTI TWP	LODI TOWNSHIP	WDSAMAHAD	WB 194/N WAGNER RD	BACKUP DISPATCHED CALLS	240009278	CFS // with Sgt. Williams approval // Assisted with translation	23:55:00	65	2/4/2024
YPSILANTI TWP	SUPERIOR TWP	WDPHILLIPSA	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	240009400	ast Deputy Clark, Lawrence Buckner was complainant, cleared with Sgt. Hogan.	14:15:00	30	2/5/2024
YPSILANTI TWP	SUPERIOR TWP	WDHEATHV	RIDGE RD	BACKUP DISPATCHED CALLS	240009917	PHASE 2 ON CALLER CAME BACK TO ADDRESS IN YPT - CHECKED AND NOTHING 202 - APPROVED BY 627 HOUK	16:15:00	15	2/7/2024
YPSILANTI TWP	SUPERIOR TWP	WDSAMAHAD	PROSPECT RD/VREELAND RD	BACK-UP TRAFFIC STOP	240010247	SPANISH TRANSLATION // SGT WILLIAMS APPROVAL	21:15:00	15	2/8/2024
YPSILANTI TWP	SUPERIOR TWP	WDVANDERROESTB	PARKLAWN/ASPEN LN	BACKUP DISPATCHED CALLS	240011018	PER SGT PENNINGTON ASSIST SUP W/ SHOOTING INVESTIGATION	01:50:00	70	2/12/2024
YPSILANTI TWP	SUPERIOR TWP	WDCUSOJ	E AINSWORTH BLVD	FOLLOW-UP		CONTACT WITH POTENTIAL SUSPECT FROM A SHOOTING THAT JUST RECENTLY OCCURED (24-11018), OK PER SGT. PENNINGTON.	03:25:00	5	2/12/2024
YPSILANTI TWP	SUPERIOR TWP	WDVANDERROESTB	E AINSWORTH - NEEDS CHECKS	FOLLOW-UP		FOLLOW UP FOR SUP SHOOTING INVESTIGATION 24-11018 // SGT PENNINGTON	03:25:00	5	2/12/2024
YPSILANTI TWP	SUPERIOR TWP	WDHILLD	N HARRIS RD/GEDDES RD	BACKUP DISPATCHED CALLS	240011736	ON THE WAY TO STATION 2 FROM 6, WAS NEXT TO THE CALL ON THE WAY TO 2 WHEN IT CAME OUT, HELD DOWN THE SCENE FOR SUT UNITS, SGT ERBES APPROVED	20:45:00	15	2/14/2024
YPSILANTI TWP	SUPERIOR TWP	WDHANNAHK	STAMFORD RD	BACKUP DISPATCHED CALLS	240013059	BACK UP 765 ON DISORDERLY, S1 STILL ON SCENE, NO OTHER SUP. TWP. UNITS AVAILABLE, PER SGT. HOGAN	09:45:00	60	2/20/2024
YPSILANTI TWP	SUPERIOR TWP	WDROBERTSG	STEPHENS DR/STAMFORD RD	K9 DETAIL	240013788	PSD TRACK FOR UDAA SUSPECT APV SGT BYNUM	21:15:00	60	2/22/2024
YPSILANTI TWP	SUPERIOR TWP	WDSAMAHAD	STEPHENS DR/STAMFORD RD	BACK-UP TRAFFIC STOP	240013788	SGT BYNUM // VEHICLE FLED // HELD PERIMETER	21:15:00	35	2/22/2024
YPSILANTI TWP	SUPERIOR TWP	WDTROWBRIDGEM	STEPHENS DR/STAMFORD RD	BACK-UP TRAFFIC STOP	240013788	BACKUP OTHER UNIT ON FLEE AND ELUDE	21:15:00	35	2/22/2024
YPSILANTI TWP	SUPERIOR TWP	WDZEHELD	STEPHENS DR/STAMFORD RD	BACK-UP TRAFFIC STOP	240013788	ASSIST DEP HOWARD WITH FLEEING & ELUDE / UDAA - PERIMETER UNIT - PER SGT BYNUM	21:20:00	30	2/22/2024
YPSILANTI TWP	SUPERIOR TWP	WDMCGRADYP	HEMLOCK CT/STEPHENS DR	BACKUP DISPATCHED CALLS	240014125	suspicious, sgt hogan approved	06:29:00	19	2/24/2024
YPSILANTI TWP	YORK TWP	WDTRASKOSR	SB US23/E WILLIS RD	TRAFFIC STOP	240014424	BOL FOR HOMICIDE SUSPECT / ARREST / TOT JAIL / OUT OF AREA TIME APPROVED SGT. HOGAN	12:50:00	95	2/25/2024
YPSILANTI TWP	SUPERIOR TWP	WDPEARSONA	E HURON RIVER DR	BACKUP DISPATCHED CALLS	240014485	DEP SAMAHA; POSSIBLY KIDNAPPING; SGT HOGAN	18:15:00	15	2/25/2024
YPSILANTI TWP	SUPERIOR TWP	WDROYE	SUPERIOR RD/N HURON RIVER DR	BACKUP DISPATCHED CALLS	240014551	SENT TO BACK 768 ON A TRAFFIC STOP, DUE TO MULTIPLE OCCUPANTS AND SUSPICIOUS ACTIVITY APPROVED BY SGT ERBES	02:10:00	30	2/26/2024
YPSILANTI TWP	ANN ARBOR TWP	WDVANDERROESTB	BARTON FARMS DR	K9 DETAIL	240014799	ASSIST SUP TWP W B&E NOT CLEARED & POSSIBLE K9 TRACK // SGT. WILLIAMS	00:40:00	80	2/27/2024
YPSILANTI TWP	ANN ARBOR TWP	WDROBERTSG	BARTON FARMS DR	BACKUP DISPATCHED CALLS	240015023	AST WITH B AND E SUSPECT POSSIBLY STILL ON SCENE APV SGT BYNUM	19:40:00	40	2/27/2024
YPSILANTI TWP	SUPERIOR TWP	WDROBERTSG	STEPHENS DR/STAMFORD RD	K9 DETAIL	240015042	AST WITH POSSIBLE FLEEING SUSPECT APV SGT BYNUM	21:10:00	30	2/27/2024
						Sum:		819	



Into Area Time Ypsilanti TWP

For: 02/01/2024 thru 02/29/2024



Patrol Area	Reporting Area	Username	Location	Activity Category	Incident Number	Comments	Start Time	Duration in Minutes	Start Date
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSIRIANNJ	BLOSSOM AVE	BACKUP DISPATCHED CALLS	240008273	B/U YPT UNIT ON DISORDERLY / APPROVED BY SGT. PENNINGTON	03:05:00	10	2/1/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSIRIANNJ	LEFORGE RD/GREEN RD	BACKUP DISPATCHED CALLS	240008279	B/U YPT UNIT ON FOOT PURSUIT. SUBJECT DROPPED FIREARM AND RAN INSIDE APARTMENT. APPROVED BY SGT. PENNINGTON	03:35:00	15	2/1/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDTRIPPB	TEXTILE RD/S HURON RIVER DR	TRAFFIC STOP	240008477	UNAVOIDABLE FAIL TO YIELD/SPEED WHILE ENROUTE TO SUPERIOR; PER SGT PENNINGTON	20:15:00	10	2/1/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDGERWIGB	CONCORD DR	BACKUP DISPATCHED CALLS	240008983	20-30 subjects fighting in the area // one mentioned a handgun was produced // ok per Sgt. Houk	18:10:00	20	2/3/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHILLJ	CONCORD DR	BACKUP DISPATCHED CALLS	240008983	ASSIST YPT UNITS WITH REPORT OF 20+ PEOPLE FIGHTING - APPROV SGT HOUK	18:10:00	20	2/3/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHILLJ	N FORD BLVD/E CLARK RD	BACKUP DISPATCHED CALLS	240009052	ASSIST YPT UNITS ASKNG FOR BACKUP WITH NON COOPERATIVE DRIVER - SECURITY FOR SFSTS - Approv Sgt Bynum	22:40:00	25	2/3/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDGERWIGB	N FORD BLVD/E CLARK RD	BACK-UP TRAFFIC STOP	240009052	assisted Dep. Siller w/ a subject refusing to exit vehicle // request additional unit. // SFTS // ok per Sgt. Bynum	22:45:00	20	2/3/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDGERWIGB	WOODLAWN AVE/ECORSE RD	BACKUP DISPATCHED CALLS	240009193	juveniles possibly breaking into an aban building // ok per Sgt. Houk // made contact with the group of juveniles	17:20:00	10	2/4/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCLARKA	MONTROSE AVE	BACKUP DISPATCHED CALLS	240009364	BU on EDP Supt Hogan approval	11:15:00	30	2/5/2024
YORK TWP	YPSILANTI TWP	WDHOWARDS	TYLER RD/GATES AVE	BACK-UP TRAFFIC STOP	240009460	DEPUTIES CONDUCTING FELONY STOP ON SUBJECT WITH 10-10 / 4 SUBJECTS IN VEHICLE / FIRST ONE TO ARRIVE / APPROVED BY SGT. HOGAN	18:15:00	20	2/5/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSIRIANNJ	JULIE DR	DISPATCHED CALLS	240009803	ASSIST YPT UNITS WITH KIDNAPPING / APPROVED BY SGT. ERBES	03:30:00	185	2/7/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDFARMERA	EB MICHIGAN AVE/BYPASS	BACK-UP TRAFFIC STOP	240010009	Backed up Deputy Gerwig on possible vehicle containing to a gun, related to shooting 24-9795, unrelated. Matched description of vehicle used by possible suspect, Ok per Sgt. Williams	22:30:00	10	2/7/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDFARMERA	RUSSELL ST/RUSSELL CT	BACKUP DISPATCHED CALLS	240010274	Backed up Deputies Vandussen and Zehiel, ok per Sgt. Williams, Subject not located, Suspicious, with subject who fled from Deputy Vandussen.	22:30:00	30	2/8/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHOWARDS	RUSSELL STRUSSELL CT	BACKUP DISPATCHED CALLS	240010274	SUBJECT RUNNING FROM YPT UNIT / NO OTHER YPT UNIT TO ASSIST / APPROVED BY SGT. WILLIAMS	22:35:00	15	2/8/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHOWARDS	APPLERIDGE ST/WOODRUFF LN	BACK-UP TRAFFIC STOP	240010971	UNIT ASKING FOR ANOTHER VEHICLE / NOT RESPONDING TO SECURE / CLOSEST UNIT / APPROVED BY SGT. PENNINGTON	21:25:00	10	2/11/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDGERWIGB	APPLERIDGE ST/WOODRUFF LN	BACK-UP TRAFFIC STOP	240010971	Dep. Cuso requested additional units to his location // I was already in the area and made his location // ok per Sgt. Pennington	21:30:00	5	2/11/2024
YORK TWP	YPSILANTI TWP	WDYONOJ	RAWSONVILLE RD/GROVE RD	BACKUP DISPATCHED CALLS	240011043	DRE eval for dep health for OUID crash - arrest per sgt Arts	09:00:00	160	2/12/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHILLD	E MICHIGAN AVE/S WIARD	BACKUP DISPATCHED CALLS	240012286	BACK UP ON A ROLL OVER CRASH, NEAR THE AREA, SGT TP APPROVED	21:50:00	45	2/16/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHILLD	E MICHIGAN AVE/N HARRIS RD	TRAFFIC STOP	240012295	LEAVING THE CRASH SCENE, DRIVER DROVE THROUGH THE CRASH SCENE WHILE OUT PATROL CAR WAS BLOCKING THE LANE, SGT pennington approved	22:35:00	5	2/16/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDMCGRADYP	BEDFORD DR/MEDFORD DR	BACKUP DISPATCHED CALLS	240012428	assist w man with a gun complaint, Sgt Arts approved	15:13:00	30	2/17/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCLARKA	BEDFORD DR/MEDFORD DR	BACKUP DISPATCHED CALLS	240012428	BU YPT FA Armed man in the complex Sgt Arts Approval	15:15:00	46	2/17/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDGERWIGB	CONCORD DR	BACKUP DISPATCHED CALLS	240012439	responded to assist Ypsi Twp Deputies responding to a disorderly possible assault with someone stating someone is going to shoot someone // I was in the area of Leforge and HRD and could assist // Dep. Farmer and I made the location and the incident was unfounded // ok by Sgt. Arts	16:21:00	9	2/17/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDGERWIGB	CONCORD DR/BEDFORD DR	TRAFFIC STOP	240012442	I was clearing an incident where i assisted Ypsi Twp Deputies on Concord // while leaving a vehicle pulled out in front of me from Bedford Dr, almost striking me // made a stop on the vehicle and driver had a warrant and was arrested // driver transported by Ypsi Twp.	16:30:00	19	2/17/2024



Into Area Time Ypsilanti TWP

For: 02/01/2024 thru 02/29/2024



ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHLLD	N HARRIS RD/E FOREST AVE	TRAFFIC STOP	240012567	YTPD UNITS CALLED FOR BACK ON A TS ON FOREST AND FORD, ON THE WAY YPT UNITS ARRIVED AND NO LONGER NEEDED OUT HELP, SAW IMPROPER PLATE AT THE GAS STATION ON HOLMES AND FORD, SGT PENNINGTON approved	00:50:00	10	2/18/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDYONJ	INTERNATIONAL DR/GOLFSIDE RD	BACKUP TRAFFIC STOP	240012771	b/lu dep samaha t/s x3 people per sgt Williams	22:45:00	20	2/18/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDDUONGJ	TRILLIUM	BACKUP DISPATCHED CALLS	240013259	SUSPICIOUS / POSSIBLE B&E / YPSI UNITS TIED UP ON DISORDERLY / SUPERIOR UNITS TIED UP WITH ASSAULT ON BLVD / ONLY 1 YPSI UNIT AVAILABLE / PER SGT PENNINGTON	00:01:00	19	2/21/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDTRIPPB	CONCORD DR	BACKUP DISPATCHED CALLS	240013843	RESPONDED TO SHOOTING; CHECKED WELFARE OF RESIDENTS INSIDE DUE TO BEING CLOSEST UNIT, PER SGT BYNUM	02:55:00	30	2/23/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCUSOJ	JEROME AVE/E FOREST AVE	BACKUP DISPATCHED CALLS	240014033	INJURY CRASH IN THE AREA AS I WAS IN ROUTE TO SUT, ENSURED SAFETY OF ALL OCCUPANTS UNTIL YPT UNITS ARRIVED, OK PER SGT, PENNINGTON	20:15:00	10	2/23/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHALLR	E FOREST AVE	BACKUP DISPATCHED CALLS	240014208	BACK UP UNIT FOR FELONY ASSAULT- APPROVED BY SGT, HOGAN	15:30:00	10	2/24/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSAMAHAD	INTERNATIONAL DR	BACKUP DISPATCHED CALLS	240014698	LFA IN PROGRESS NO BACK UP YPSI UNITS AVAILABLE // ASSISTED WITH SGT ARTS APPROVAL	16:45:00	15	2/26/2024
SCIO TWP	YPSILANTI TWP	WDMACES	BUNTON	BACKUP DISPATCHED CALLS	240014792	USRT RESPONSE FOR POSSIBLE DROWNING, APPROVED BY SGT BYNUM	23:15:00	60	2/26/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDKNOPW	VILLAGE LN	BACKUP DISPATCHED CALLS	240015051	Per Sgt Williams back up Ypsi twp units, subjects with 121s fleeing on foot	21:50:00	10	2/27/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDGERWIGB	HAYES ST/E CORSE ACCESS	BACKUP TRAFFIC STOP	240015601	Dep, Gombos and Dep, Howard were fighting with a subject on a traffic stop // When I went arrival, they were able to get the subject arrested // subject had warrants // ok per Sgt, Pennington	23:03:00	5	2/29/2024
						Sum:		938	



YPSILANTI TOWNSHIP MONTHLY POLICE SERVICES DATA

February 2024

JERRY L. CLAYTON
SHERIFF

Incidents	Month 2024	Month 2023	% Change	YTD 2024	YTD 2023	% Change
Traffic Stops	977	933	5%	1953	1948	0%
Citations	184	283	-35%	427	586	-27%
Drunk Driving (OWI)	6	6	0%	15	19	-21%
Drugged Driving (OUID)	15	2	650%	16	4	300%
Calls for Service Total	3201	3533	-9%	6981	7102	-2%
Calls for Service <i>(Traffic stops and non-response medicals removed)</i>	1793	1925	-7%	3976	4045	-2%
Robberies	0	1	-	2	5	-60%
Assaultive Crimes	48	56	-14%	98	125	-22%
Home Invasions	7	7	0%	11	15	-27%
Breaking and Entering's	4	2	100%	5	2	150%
Larcenies	27	29	-7%	45	60	-25%
Vehicle Thefts	10	11	-9%	25	20	25%
Traffic Crashes	60	69	-13%	147	167	-12%
Medical Assists	47	39	21%	99	87	14%
Animal Complaints <i>(ACO Response)</i>	32	32	0%	53	95	-44%
In/Out of Area Time	Month	YTD	+ = Positive Change - = Negative Change			
	<i>(minutes)</i>	<i>(minutes)</i>				
Into Area Time	938	1448				
Out of Area Time	819	2675				
Investigative Ops (DB)	26260	46370				
Secondary Road Patrol	20	365				
County Wide	0	690				
	Hours Accum.	Hours Used	Balance			
Banked Hours	1480	TBD	1692.5			



**YPSILANTI
TOWNSHIP**
— WHERE YOUR FUTURE GROWS —

Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN
ELDRIDGE TRUSTEES: RYAN HUNTER • JOHN P. NEWMAN II • GLORIA PETERSON •
DEBBIE SWANSON

REGULAR MEETING AGENDA

TUESDAY, MARCH 19, 2024

6:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. BARRIER BUSTERS PRESENTATION
4. CONSENT AGENDA
 - A. MINUTES OF THE MARCH 5, 2024 REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR MARCH 19, 2024 IN THE AMOUNT OF \$2,074,526.74
 2. CLARITY HEALTHCARE DEDUCTIBLE ACH EFT IN THE AMOUNT OF \$72,110.61
 3. CLARITY HEALTHCARE DEDUCTIBLE ADMIN FEE IN THE AMOUNT OF \$1,582.21
 - C. TREASURER'S REPORT JANUARY AND FEBRUARY 2024
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. REQUEST TO APPROVE THE RECOMMENDATION OF THE CHARTER TOWNSHIP OF YPSILANTI LIQUOR COMMITTEE TO APPROVE THE CLASS "C" LICENSE TRANSFER FOR LA FUENTE RESTAURANT
2. REQUEST TO APPROVE THE RECOMMENDATION OF THE CHARTER TOWNSHIP OF YPSILANTI LIQUOR COMMITTEE TO APPROVE THE SDM (SPECIALLY DESIGNATED MERCHANT) LICENSE FOR THE FAMILY DOLLAR STORE
3. RECOMMENDATION OF THE CHARTER TOWNSHIP OF YPSILANTI LIQUOR COMMITTEE TO DENY THE REQUEST FOR A CLASS "C" LICENSE FOR THE BIG SKY DINER
4. REQUEST TO REAPPOINT MONICA ROSS-WILLIAMS TO THE ANN ARBOR AREA TRANSPORTATION AUTHORITY BOARD WITH THE TERM EXPIRING APRIL 30, 2029
5. REQUEST TO APPROVE THE AGREEMENT WITH WASHTENAW COUNTY AND THE WASHTENAW COUNTY SHERIFF'S OFFICE TO PERMIT THE TOWNSHIP TO CONTRACT FOR A COMMUNITY SERVICE OFFICER

6. REQUEST AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE LOCATED AT 1071 HAWTHORNE BUDGETED IN LINE ITEM 101-729-801-023
7. BUDGET AMENDMENT #4

OTHER BUSINESS

PUBLIC COMMENTS

- THREE MINUTES PER PERSON
- ALL COMMENTS MUST BE ADDRESSED TO THE CHAIR
- PUBLIC COMMENTS ARE ALSO WELCOME AS THE BOARD ADDRESSES EACH AGENDA ITEM

BOARD MEMBER UPDATES

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE SUPERVISOR —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: March 13, 2024

RE: Presentation by Moonson Eninsche from Washtenaw County Office of Community and Economic Development to give an update on Barrier Busters

The Supervisor's Office is requesting to add an update on Ypsilanti Township Barrier Busters Funds by Moonson Eninsche, Human Services Supervisor, Washtenaw County Office of Community and Economic Development (OCED). This three-year contract with Washtenaw County is \$150,000 per year and started in 2023, this is funded through American Rescue Funds.

Barrier Busters provides our residents with a safety net during times of economic difficulty. Some of the emergency support costs that are covered with these dollars are homeless prevention, utility needs, transportation, accessibility ramps and other hardships not covered by other funding sources.

cc: Laurie Lutomski, Community Resource Coordinator
Moon Eninsche, Human Services Supervisor at OCED



OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

Collaborative solutions for a promising future

415 W. Michigan Avenue · 2nd Floor
Ypsilanti · MI 48197
Phone | 734.544.3006
Website | www.washtenaw.org/oced

March 13th, 2023

To: Ypsilanti Township Board of Trustees
Re: Ypsilanti Township Barrier Busters Fund

Dear Trustees,

The Office of Community & Economic Development appreciates the Township’s generous commitment to support Township residents facing basic needs emergencies through your \$150,000 annual allocation to the Barrier Busters program for 2023, 2024, and 2025. Below is some initial statistics regarding the impact of the Ypsilanti Township emergency assistance fund. Future reports will detail overall impact of the Barrier Busters Emergency Unmet Needs Fund for Township residents across all funding pots, including the Township’s.

OVERALL ASSISTANCE BY TYPE (October 2023 - March 8, 2024)				
Assistance Type	Housedhold #	Household %	Assistance \$	Assistance %
Housing	60	48%	\$109,074	63%
Utilities	51	40%	\$44,261	26%
Transportation	9	7%	\$13,467	8%
Health	1	1%	\$559	0%
Misc	5	4%	\$4,674	3%
Totals	126	100%	\$172,035	100%

Housing, followed by utilities, were the most recent type of assistance given, accounting for 89% of all activity.

ASSISTANCE AVERAGE BY TYPE	
Assistance Type	Amount
Housing	\$1,818
Utilities	\$868
Transportation	\$1,496
Health	\$559
Misc	\$935
Totals	\$1,365

With the ongoing eviction crisis, and local residents still facing the financial fallout from the pandemic, eviction prevention, security deposit, and other housing requests were the most expensive to cure.

MATCH	
Township Assistance	\$172,035
Match Funds	\$20,217.72
Match/Township Ratio	12%

Barrier Busters partner agencies strive to find additional emergency assistance sources to cure basic needs emergency crises. With the heightened need across the County, every \$1 of Township funds are matched by \$0.12, down from the pre-pandemic average of \$0.45.

ASSISTANCE BY RACIAL CATEGORY		
Racial Group	Household #	Household %
American Indian or Alaskan Native	1	1%
Black or African American	91	72%
Consumer refused to provide information	2	2%
Some Other Race	2	2%
Unknown	6	5%
White	24	19%
Grand Total	126	100%

African American families were the most frequent to receive Township assistance, and total non-white household assistance was 81%.

Please contact me if there are additional questions at 734-544-3006 or eninschem@washtenaw.org.

Moonson River-Elliott Eninsche

Human Services Supervisor

Washtenaw County Office of Community and Economic Development

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 5, 2024 REGULAR BOARD MEETING**

Supervisor Brenda Stumbo called the meeting to order at approximately 6:00pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

Members Present: Supervisor Brenda Stumbo and Clerk Heather Jarrell Roe
Trustees: Ryan Hunter, John Newman II, Gloria Peterson, and
Debbie Swanson

Members Absent: Treasurer Stan Eldridge

Legal Counsel: Wm. Douglas Winters

Karen Wallin, HR Director introduced Erica Holmes, HR Specialist which is a newly created position in the Human Resource Department.

Presentation by Evan Pratt, Washtenaw County Water Resource Commissioner.

Evan Pratt stated that in December 2023 Ypsilanti Township sent the Water Resource Commission petitions to begin to study some of the areas that were most affected with flooding in August 2023. He said they hired OHM since they have done work in the Township and are familiar with the areas that had the worst flooding. He said they have been out in the field surveying the area. Mr. Pratt said they have found several drains in that area that are filled with dirt and they will begin to work to clean them out. He said they will also set up meetings with the community so they can voice what concerns they have. He said they will address any additional concerns that arise from those public meetings.

Brenda Stumbo stated the meetings will be for West Willow and Oaklawn/Hawthorne area. She said they have also looked into the flooding near Victorious Life Church and Mr. Pratt's team went out and identified a possible solution to that also.

Evan Pratt stated there will be a cost to both Ypsilanti Township, Superior Township, and some residents. He said he has spoke to Commissioners Hodge and

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Summerville and stated Washtenaw County should be included to help fund these repairs.

Supervisor Stumbo thanked Mr. Pratt for all he does for our residents.

CONSENT AGENDA

A. MINUTES OF THE FEBRUARY 6, 2024 REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR FEBRUARY 20, 2024 IN THE AMOUNT OF \$1,051,902.66**
- 2. CLARITY HEALTHCARE DEDUCTIBLE ACH EFT FOR DECEMBER 2023 IN THE AMOUNT OF \$33,149.66**
- 3. CLARITY HEALTHCARE DEDUCTIBLE ACH EFT FOR JANUARY 2024 IN THE AMOUNT OF \$58,966.35**
- 4. CLARITY HEALTHCARE ADMIN FEE FOR DECEMBER 2023 IN THE AMOUNT OF \$2,112.57**
- 5. CLARITY HEALTHCARE ADMIN FEE FOR JANUARY 2024 IN THE AMOUNT OF \$1,905.51**
- 6. STATEMENTS AND CHECKS FOR MARCH 5, 2024 IN THE AMOUNT OF \$729,876.73**

A motion was made by Clerk Jarrell Roe and supported by Trustee Hunter to approve the Consent Agenda with the corrections and edits to the minutes.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that he continues to receive signed contracts for infrastructure improvements, some of which were funded by the ARPA dollars and

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MDNR Grants. He said he and Director Hines have spent a lot of time making sure the contractors who have been awarded the contract for these projects have signed the agreement, provided insurance certificates and that we have received all the required performance bonds. He said AR Brouwer has been awarded the contract for the Community Center Park and Clubview pickleball courts and the Ford Lake Park and West Willow Park shelters. He said all the contracts were approved at the township board meeting on February 6.

Attorney Winters stated they continue to negotiate with other interested parties who are looking to purchase township property in the area that is called the Seaver farm north. He also stated that the township closed a sale with ALDI for 2.53 acres and they will be constructing their store with a plan to open in the summer.

Attorney Winters stated they are continuing to negotiate a contract with the Firefighters and hope the progress will continue. He hopes to bring it to the board for approval soon.

NEW BUSINESS

1. RESOLUTION 2024-03, REQUEST TO AUTHORIZE THE WASHTENAW COUNTY WATER RESOURCE COMMISSION'S PETITION FOR THE BAZLEY FOSTER DRAIN

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve Resolution 2024-03, request to authorize the Washtenaw County Water Resource Commission's petition for the Bazley Foster Drain (see attached).

The motion carried unanimously.

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**2. REQUEST TO APPROVE THE AGREEMENT WITH EASTERN MICHIGAN
UNIVERSITY FOR OPERATION OF A ROWING COURSE ON FORD LAKE**

A motion was made by Clerk Jarrell Roe and supported by Trustee Hunter to approve the request to approve the agreement with Eastern Michigan University for operation of a rowing course on Ford Lake (see attached).

John Hines, Municipal Services Director, stated this is a five-year agreement with Eastern Michigan University contingent upon attorney review for a rowing course that will be located on Ford Lake.

Andrew Rowdon, EMU Deputy Athletic Director, explained the eight lane championship Rowing Course that will be installed on Ford Lake. He said this course will be able to host high school events all the way up to large scale national events. He said all the funding is in place and they will not be asking the Township to help with the cost.

Tim Savage, EMU Rowing Coach, explained building the submersible rowing course. He said Ford Lake is perfect for a rowing course especially since the lake is deep enough for any rowing events. Coach Savage stated that they hope if approved by the Township tonight they would move forward with an anticipated installation in April 2024. He said the rowing schedule has a spring and a fall schedule. Mr. Savage said their rowing schedule is not during the time when the parks are at their highest usage so it shouldn't interfere with other activities at the park. He said they would also have the opportunity to have other major events.

Supervisor Stumbo stated that tonight the board will be voting on the submersible rowing course.

Trustee Hunter stated he was happy with the partnership but wondered if there is tailgating and whether they would pollute the area.

Mr. Rowdon stated that it is a different type of sporting event but they will make sure the park is left just as it was found.

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Trustee Swanson stated several of her concerns. She wanted to stress that this was a no swim lake and there is PFAs.

Mr. Rowdon stated that other venues have strict rules that are followed and those rules will be followed at Ford Lake.

Trustee Swanson stated that when the boathouse was built there was discussion that local kids would be introduced to rowing but that never materialized.

Mr. Rowdon stated they are interested in working with the STEM program and that will be something they will continue to strive towards.

Trustee Peterson thanked everyone involved in bringing this to the township.

The motion carried unanimously.

3. REQUEST TO APPROVE THE PROPOSAL FOR SERVICES FROM LIFE AFTER INCARCERATION: TRANSITION AND REENTRY IN THE MONTHLY AMOUNT OF \$9,000.00 BUDGETED IN LINE ITEM 266-301-830-004

Laurie Lutomski, Resource Coordinator explained that this is a pilot program that would help with the reentry process for woman who already live in our community and are in the Life After Incarceration program. She said the biggest complaints she has from residents is the amount of trash that accumulates in our township. She said this program will start with 5 work zone areas that are basically the entry and exit points to the township. She stated they will expand the areas after the program is up and running as time allows.

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve the request to approve the proposal for services from Life After Incarceration: Transition and Reentry in the monthly amount of \$9,000.00 Budgeted in Line Item 266-301-830-004 (see attached).

The motion carried unanimously.

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4. REQUEST AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES AT 1145 W. MICHIGAN, 161 ECORSE RD, 9725 BEMIS RD, AND 9645 BEMIS RD., BUDGETED IN LINE ITEM #101-729-801-023

Belinda Kingsley, Community Compliance Director explained the problems with the properties that they are requesting circuit court litigation.

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve the request authorization for circuit court litigation to abate public nuisances at 1145 W. Michigan, 161 Ecorse Rd, 9725 Bemis Rd., and 9645 Bemis Rd., budgeted in Line Item #101-729-801-023.

The motion carried unanimously.

5. REQUEST TO APPROVE THE 2024 YPSILANTI TOWNSHIP AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR STREET SWEEPING IN THE AMOUNT OF \$17,113.74 BUDGETED IN LINE ITEM #213-446-982-006

A motion was made by Trustee Peterson and supported by Clerk Jarrell Roe to approve the 2024 Ypsilanti Township Agreement with the Washtenaw County Road Commission for street sweeping in the amount of \$17,113.74 budgeted in line Item #212-446-982-006 (see attached).

The motion carried unanimously.

6. REQUEST TO MOVE DAVID MARSHALL FROM ALTERNATE TO REGULAR MEMBER OF THE ZONING BOARD OF APPEALS TO FILL THE VACANCY WITH TERM EXPIRING DECEMBER 31, 2025

A motion was made by Trustee Peterson and supported by Clerk Jarrell Roe to approve the request to move David Marshall from alternate to regular member of the Zoning Board of Appeals to fill the vacancy with term expiring December 31, 2025.

The motion carried unanimously.

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**7. REQUEST TO APPOINT DARRELL KIRBY TO THE PLANNING COMMISSION
WITH A TERM EXPIRING DECEMBER 31, 2026**

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve the request to appoint Darrell Kirby to the Planning Commission with term expiring December 31, 2026.

The motion carried unanimously.

**8. REQUEST TO TEMPORARILY APPOINT ELIZABETH CUELLAR TO THE CIVIL
SERVICE COMMISSION WITH TERM EXPIRING DECEMBER 31, 2024**

A motion was made by Trustee Peterson and supported by Trustee Hunter to approve the request to temporarily appoint Elizabeth Cuellar to the Civil Service Commission with term expiring December 31, 2024.

The motion carried unanimously.

9. BUDGET AMENDMENT #3

Clerk Jarrell Roe read Budget Amendment #3.

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve Budget Amendment #3 (see attached).

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

**1. REQUEST TO AWARD THE LOW BID FOR PARK SIGN INSTALLATION TO BILL
CARR SIGNS IN THE AMOUNT OF \$55,000.00 BUDGETED IN LINE ITEM #213-
901-975-794**

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A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve the request to award the low bid for park sign installation to Bill Carr Signs in the amount of \$55,000.00 budgeted in line item #213-901-975-794.

John Hines, Municipal Services Director explained the new signs that will be installed in Ypsilanti Township.

Various board members stated what they liked and didn't like on the signs.

The motion carried unanimously.

PUBLIC COMMENTS

There was no public comment.

BOARD MEMBER UPDATES

Supervisor Stumbo stated that they met with University of Michigan Rowing group and they are interested in moving their row facility from Belleville Lake to Ford Lake. She said that in the future she would hope there would be educational scholarships for students in Ypsilanti Township having the opportunity to join the rowing program.

Supervisor Stumbo stated she met with the City of Ann Arbor Director of their Wastewater Treatment Plant because there is a requirement by the State of Michigan EGLE and that there is a limit on the phosphorous this is caused by downstream algae bloom in Ford Lake and Belleville Lake. Supervisor Stumbo stated they would like to do a study with Ypsilanti Township regarding the algae bloom and make recommendations to address this issue. She said this is in the beginning stages.

Supervisor Stumbo stated that we had a blessing of the fire trucks event. She thanked Chief Densmore for having that event.

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Supervisor Stumbo stated she and Trustee Peterson attended an African American History Event at the Community Center. She said this was the 8th year for the event and there were about 75 people in attendance.

Supervisor Stumbo stated she attended a rare disease lighting that included the lighting of the Water Tower in the City of Ypsilanti.

Supervisor Stumbo stated she attended an Ecorse Rd. business meeting along with Trustee Hunter and Trustee Peterson. She said there was a lot of positive energy.

A motion to adjourn was made by Clerk Jarrell Roe and supported by Trustee Swanson.

Motion carried unanimously.

The meeting was adjourned at approximately 8:03PM.

Respectfully Submitted,

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

**Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti**

RESOLUTION 2024-03

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION REGARDING THE BAZLEY FOSTER DRAIN

WHEREAS, the Municipality of Ypsilanti Township hereby petitions the Washtenaw County Water Resources Commissioner to clean out, relocate, widen, deepen, straighten, tile, extend or relocate along a highway as needed the Bazley Foster Drain; and

WHEREAS, the of Municipality of Ypsilanti Township acknowledges that it will be liable for an assessment at large for a percentage of the total amount to be levied for the proposed work; and

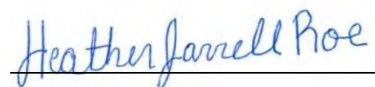
WHEREAS, it has been determined necessary to proceed as soon as possible to accomplish the aforesaid improvements.

NOW THEREFORE BE IT RESOLVED, that the of Municipality of Ypsilanti Township hereby petitions to the Washtenaw County Water Resources Commissioner to clean out, relocate, widen, deepen, straighten, tile, extend or relocate along a highway as needed the Bazley Foster Drain.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be attached to the petition.

BE IT FURTHER RESOLVED, that the Supervisor and Clerk be authorized to execute the petition on behalf of the Township Board.

I, Heather Jarrell 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. 2024-03 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 5, 2024.



Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti

MUTUAL USE AGREEMENT

Eastern Michigan University (“EMU”), a Michigan nonprofit corporation with its principal place of business at 900 Oakwood Street, Ypsilanti, MI 48197, by and through its Athletics Department, and **Ypsilanti Charter Township (“YPSI TOWNSHIP”)**, a charter township of Washtenaw County in the state of Michigan with its principal place of business at 7200 S. Huron River Drive, Ypsilanti, MI 48197, **hereby enter this Mutual Use Agreement (the “Agreement”)** for the purpose of operating the rowing course (“the Facility”) located on **Ford Lake**.

The parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to establish a collaborative partnership between EMU and YPSI TOWNSHIP for the shared goal of hosting mutually beneficial events at the Facility on Ford Lake and in Ford Lake Park. Both entities recognize the unique potential of the Facility as a valuable resource for community engagement and as a driver of economic development.
2. **ACKNOWLEDGEMENTS:**
 - a. EMU shall be the sole owner and operator of the Facility and responsible for the maintenance on The Facility.
 - b. The parties agree to work collaboratively on scheduling, hosting, and executing rowing competitions at The Facility.
3. **DEFINITIONS:**
 - a. “The Facility” as described above shall include the anchors, lines, buoys, and other materials used to create a 2,000 meter 8 lane rowing course at Ford Lake, as well as warmup and cool down areas, a floating starting dock, a floating starters platform, an aligners platform, and launch and recovery docks, as well as any other fixtures or equipment the parties deem necessary and appropriate or the conduct of competitive rowing activities at Ford Lake.
4. **FACILITY OWNERSHIP, OPERATION, LOCATION & PLANS:**
 - a. EMU shall be the sole owner and operator of the Facility.
 - b. EMU and YPSI TOWNSHIP shall mutually agree on the final construction plans for the Facility.
 - c. EMU shall be responsible for maintaining all necessary state and local permits for the Facility. EMU will share copies of all necessary state and local permits with YPSI TOWNSHIP.
 - d. EMU and YPSI TOWNSHIP agree to work collaboratively to develop an emergency action plan for all events at The Facility.

- e. EMU and YPSI TOWNSHIP agree to work collaboratively on the subjects of parking fees and trash collection for each event as the scope will vary greatly due to the possible scale of park usage needed.

5. COMMUNICATIONS:

- a. The parties agree to work collaboratively on scheduling, hosting, and executing rowing competitions within The Facility.
- b. The parties agree to designate communication liaisons at the start of each calendar to facilitate the sharing of information to each party.

6. TERM AND TERMINATION:

- a. The Term of this agreement shall commence upon the date last signed below, for a term of five (5) years, unless the Term is sooner terminated as provided herein. At any time before the end of the Term, the parties may, by a separate writing, extend the Term for an additional 5-year period.
- b. Notwithstanding the foregoing, if EMU determines that is no longer wants to or is unable to operate The Facility, EMU may terminate this agreement upon one (1) year's advance written notice to YPSI TOWNSHIP.

7. **INDEMNITY:** Each party agrees that statutory and common law theories and principles of indemnification, contribution, and equitable restitution shall govern and apply to claims, costs, actions, causes of action, losses or expenses (including attorney fees) resulting from or caused by the actions or omissions of its employees pursuant to this Agreement.

8. **INSURANCE:** EMU and YPSI TOWNSHIP agree to maintain in full force and effect for the term of this agreement, commercial general and professional liability insurance or its equivalent with minimum limits of coverage not less than \$1,000,000 per occurrence and \$3,000,000 in the general aggregate. A certificate of insurance will be furnished to the other party upon request, indicating effective coverage and liability limits.

9. Any and all notices, consents or other communications by one party intended for the other shall be in writing, and personally delivered, transmitted by electronic means, or be sent via first class mail, postage paid, to the addresses set forth as follows:

EMU: Eastern Michigan University

With a copy to: Legal Affairs
11 Welch Hall
Ypsilanti, MI 48197
734-487-1055

YPSI TOWNSHIP: _____

- 10. **COMPLIANCE WITH LAWS:** Each party agrees to comply with and to be separately responsible for compliance with all laws, including but not limited to anti-discrimination laws, which may be applicable to their respective activities under this agreement. Both parties promise to not discriminate on the basis of race, color, creed, age, sex, national origin, religion, height, weight, marital status, sexual orientation, gender identity/ expression, or disability.
- 11. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written, relating to the subject matter herein.
- 13. **AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last signatory below.

YPSILANTI TOWNSHIP SUPERVISOR

BOARD OF REGENTS OF EASTERN MICHIGAN UNIVERSITY

By: _____

By: _____

NAME
TITLE

NAME
TITLE

DATE: _____

DATE: _____

YPSILANTI TOWNSHIP CLERK

By: _____

NAME
TITLE

DATE: _____

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE CLERK —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

March 6, 2024

Ariana Gonzalez
Founder and Executive Director
LAITR Life After Incarceration: Transition and Reality

Sent via email: agonzalez@lifeafterincarceration.com

RE: ***Request to approve the proposal of services from Life After Incarceration:
Transition and Reentry***

Dear Ms. Cuellar:

At the regular meeting held on March 5, 2024 the Charter Township of Ypsilanti Board of Trustees approved the proposal of services from Life After Incarceration: Transition and Reentry in the monthly amount of \$9,000.00 budgeted in line item #266-301-830-004.

Attached is a copy of the proposal. Please sign and return a fully executed copy to my office.

If you have any questions, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in blue ink that reads "Heather Jarrell Roe".

Heather Jarrell Roe
Clerk

lrs

cc: Brenda Stumbo, Supervisor
Elizabeth Cuellar, Deputy Supervisor
Laurie Lutomski, Resource Coordinator
Javonna Neel, Accounting Director
File



LAITR

PROPOSAL FOR SERVICES

Ariana Gonzalez, OTD, OTR/L, CTP

2/26/24

OVERVIEW

LAITR is pleased to submit this proposal for services to support Ypsilanti Township's mission to support and guide sustainable community development. The goals of the township are in line with our goals for expansion and development of employment programming for underserved communities that have difficulty obtaining and maintaining employment independently in typical settings thus leading to increased poverty and crime in our community. This proposed collaboration directly supports LAITR's mission to increase equitable opportunities for justice-involved individuals (JII) and we are grateful for the opportunity. LAITR is excited to offer support for empowerment and growth through meaningful hands-on work to justice-involved individuals. Additionally, we are excited for the opportunity to better integrate this population into our community through skill development, supported gainful employment and pride in results of the labor.

Both full-time occupational therapists at Life After Incarceration: Transition and Reentry (LAITR) are Certified Trauma Professionals, trained in the Life Skills Workbook, and trained and experienced with delivering interventions to this population. The ED and Founder of LAITR is educated on and experienced in program development within correctional systems and community-based settings as well as regularly participates in supervision and training of graduate students for effective service delivery.

LAITR was born to better meet the health needs of justice-impacted individuals and prevent further contact with the justice system.



THE OBJECTIVE

To develop and expand upon a partnership with Ypsilanti Township to meet various needs of the community, environment and residents through a LAITR work program for JII.

PROPOSAL AND RECOMMENDATIONS

Recommendation: Phase 1 (pilot) March 15, 2024-November 15, 2024

LAITR will develop a work program consisting of JII and provide ongoing support, supervision and guidance to ensure successful job retention and quality of work. LAITR will be prepared to initiate a pilot program including but not limited to the tasks identified below:

- Litter/trash pick-up in Township-identified Zones
- Empty trash cans at bus stops or other Township-identified areas
- Clean up trash/litter from resident-identified areas per the Township's request
 - We recommend starting a live list where the Township and LAITR share access and can add to/track and manage incoming requests and completion of services
 - LAITR Team members may also identify areas to add to list and gain approval to clear for Township

LAITR team members will take before/after pictures of work and these pictures as well as a report will be sent to the Township monthly/as requested by the Township.

Liability

LAITR will be responsible for carrying the appropriate liability and worker's compensation insurance as required. The relationship of LAITR to the Township is and shall continue to be that of an Independent Contractor and no liability or benefits such as Worker's Compensation, Pension Rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Agreement. LAITR will also be responsible for gas, insurance and maintenance of any vehicles used in these operations and said costs are reflected in the hourly rate invoiced to the Charter Township of Ypsilanti.

Materials Required

Ypsilanti Township has agreed to supply:

- Pickers/trash pick-up materials to be stored at Holmes Road
 - Bags and Grabbers

LAITR has agreed to supply:

- Employees
- Employee gear (shirts, safety gloves, masks)
- Transportation for employees as needed
- Employee training and supervision
- Walkie talkies

Pending Material:

- **Vehicle for employee transportation**
 - LAITR will check into various options within community to obtain a vehicle

Reports/Invoicing

LAITR will provide the township with monthly reports regarding work completed/hours completed and any pending needs. LAITR will invoice Ypsilanti Township monthly with estimated costs to run operations (cash advance) and provide a detailed report on cost spendings within the monthly report.

EXPECTED RESULTS

Benefits for Clients

- Result #1: Increase in individual goal attainment.
- Result #2: Increased quality of life and health.
- Result #3: Improved integration into work and social life with transferrable skills.
- Result #4: Improved sense of purpose and responsibility fostering community connection.

Benefits for Township

- Result #1: Decreased economic instability.
- Result #2: Improved care for community/physical space and aesthetics.
- Result #3: Reduced incidence of community violence and/or crime.
- Result #4: Decreasing racial inequities in criminal legal system by empowering and enabling this population to succeed with supportive employment.

PRICING

The following table details the pricing for delivery of the services outlined in this proposal with an estimated cost of services which are subject to change monthly with approval from the Township. This pricing is valid for 30 days from the date of this proposal:

Recommendation 1: (transportation/vehicle/gas, supervision, training, program development) + (crew consisting of 5 part-time employees at 15 hours p/wk or equivalent to 75 total hours p/wk/300 hours p/month)
\$9,000 p/month= \$30.00 p/hour
Total Estimated p/month: \$9,000

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price.

QUALIFICATIONS

LAITR's qualifications are relevant in the following ways:

- The founder and executive director of LAITR, Dr. Gonzalez, holds a Doctor of Occupational Therapy degree from Washington University in St. Louis School of Medicine. Dr. Gonzalez obtained her Masters in Occupational Therapy degree from Eastern Michigan University.
- Dr. Gonzalez's niche is in program development for underserved populations such as justice-involved individuals post-incarceration and people experiencing homelessness. Additional areas of focus include population health, mental health, sleep health and sleep hygiene, promotion of and advocate for social and occupational justice and reducing recidivism through building cognitive capacities for life skills and healthy habits.
- Both occupational therapists at LAITR are certified trauma professionals (CTPs) and lead each and every group and individual session with a trauma informed care lens.
- LAITR's vision is holistic and aligns with Ypsilanti Township's mission to foster sustainable development, guide thoughtful design and protect health, safety and welfare of our community.
 - **LAITR's mission: Improving health, wellness and quality of life for justice-involved individuals.**
 - **LAITR's vision: A world with equitable opportunities for all justice-involved individuals:** All persons deserve the individualized opportunities, resources, tools and skills required to live the lives they want and need to live. For many individuals, trauma, mental illness, substance use, racial profiling and socioeconomic hardships lead to higher incidences of incarceration. We believe in enabling people to overcome their past experiences, manage their current



situations and become better equipped with the skills they need to reenter their communities successfully, emphasizing there is no 'one size fits all' solution.

- The occupational therapist(s) are trained in the Life Skills Workbook Curriculum and can provide individuals with the workbooks, guide engagement in skill building opportunities and build programming expanded on specific areas related to violence intervention (such as goal setting, habits, communication, and emotional regulation).
- Dr. Gonzalez places emphasis on research and evidence-driven practices and currently has an EMU Masters occupational therapy students and access to research students to determine efficacy of programming.

CONCLUSION

We look forward to working further with Ypsilanti Township further and supporting your efforts for community wellness and thoughtful development. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering effective services for a healthier and safer community. We are grateful to have a governing body that appreciates the value of all community members, including our population of formerly incarcerated individuals.

If you have questions on this proposal, feel free to contact Dr. Ariana Gonzalez at your convenience by email at agonzalez@lifeafterincarceration.com or by phone at 734-347-4910.

Thank you for your consideration.

If you agree to the terms of this proposal, please sign and date below to initiate services:

X Brenda L. Stumbo
 Brenda Stumbo
 Ypsilanti Township Supervisor

Date: March 6, 2024

X Heather Jarrell Roe
 Heather Jarrell Roe
 Ypsilanti Township Clerk

Date: March 6, 2024

X Ariana Gonzalez
 Ariana Gonzalez, OTD, OTR/L
 Founder and Executive Director of LAITR

Date: March 7th, 2024

2024 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this 6 day of March, 2024, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

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

IT IS FURTHER AGREED, the parties of the first part shall pay WCRC for the actual project costs incurred for the project; and

IT IS FURTHER AGREED, the WCRC will submit an invoice to the Township on July 1, 2024, for 50% of the estimated project costs. Following project completion and final accounting of the project costs, WCRC will submit the final invoice for the actual remaining unpaid costs. The final invoice shall provide supporting detail and information, which reasonably identifies the actual project costs incurred by WCRC. The Township described herein agrees to remit payment within 30 days from receipt of WCRC invoices.

Additional Street Sweeping Services

Work to include one (1) additional street sweepings on curbed local roads in Ypsilanti Township. 2024 Local Road Sweeping in Ypsilanti Township (one round)= 174.63 curb miles@ \$98.00 per curb mile= \$17,113.74 per round.

Estimated total project cost: \$ 17,113.74

2024 Ypsilanti Township Agreement

AGREEMENT SUMMARY

2024 LOCAL ROAD PROGRAM	
Additional Street Sweeping Services	\$ 17,113.74
Subtotal	\$ 17,113.74
Less WCRC 2024 Local Matching Funds	\$ 8,556.87
ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2024:	\$ 8,556.87

YPSILANTI TOWNSHIP:


Brenda Stumbo, Supervisor *March 6, 2024*


Heather Jarrell Roe, Clerk *March 6, 2024*

Barbara Ryan Fuller, Chair

Matthew MacDonell, Managing Director

**CHARTER TOWNSHIP OF YPSILANTI
2024 BUDGET AMENDMENT # 3**

March 5, 2024

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND **Total Increase** \$10,761.00

Request to budget for the retiree time payout. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$10,761.00
			\$10,761.00
		Net Revenues	\$10,761.00
Expenditures:	Retiree Time Payout	101-191-708.008	\$10,108.00
	FICA	101-191-715.000	\$653.00
		Net Expenditures	\$10,761.00

206 - FIRE FUND **Total Increase** \$0.00

Request to do a budget line transfer between cost center expenditures, from capital outlay to truck maintenance. There are funds budgeted in capital outlay fire apparatus that are no longer needed in the 2024 budget and are needed in the truck maintenance lines for major repairs as listed below. This will not change the total budget.

Expenditures:	Capital outlay - Fire Apparatus	206-901-979.000	(\$36,321.00)
	Auto & Truck Maint Station 1	206-336-935.001	\$24,321.00
	Auto & Truck Maint Station 3	206-336-935.003	\$12,000.00
		Net Expenditures	\$0.00

213 - BIKE, SIDEWALK, REC, ROADS FUND (BSRII) **Total Increase** \$55,000.00

Request to budget for 17 new park signs to be installed through out the park system. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	213-000-699.999	\$55,000.00
			\$55,000.00
		Net Revenues	\$55,000.00
Expenditures:	Park Improvements - Signs	213-901-975.794	\$55,000.00
		Net Expenditures	\$55,000.00

Motion to Amend the 2024 Budget (#3)

Move to increase the General Fund budget by \$10,761 to \$26,895,179 and approve the department line item changes as outlined.

Move to complete a line transfer in the Fire Fund budget for a net result of zero and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads Fund (BSRII) budget by \$55,000 to \$3,782,400 and approve the department line item changes as outlined.

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
RYAN HUNTER
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

**Accounting
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544-4000 Ext 5
Fax: (734) 484-5154

STATEMENTS AND CHECKS

MARCH 19, 2024 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	1,559,121.94
HAND CHECKS -	\$	498,345.06
CREDIT CARD PURCHASES-	\$	<u>17,059.74</u>
GRAND TOTAL -	\$	2,074,526.74

Clarity Health Care Deductible –

ACH EFT –	\$72,110.61
ADMIN FEE -	\$1,582.21

User: mharris

CHECK NUMBERS 196069 - 196122

DB: Ypsilanti-Twp

Check Date	Check	Vendor Name	Description	Amount
Bank AP AP				
02/28/2024	196069	STANDARD INSURANCE COMPANY	VSP - MARCH 2024	3,009.20
02/29/2024	196070	ABIR ELFAKIR	JUROR COMPENSATION	33.00
02/29/2024	196071	ALEXANDRA CABADAS	JUROR COMPENSATION	33.00
02/29/2024	196072	ALI-EYAD AWWAD	JUROR COMPENSATION	33.00
02/29/2024	196073	BRIAN MCCLAIN	JUROR COMPENSATION	129.00
02/29/2024	196074	CHRISTOPHER FULLER	JUROR COMPENSATION	81.00
02/29/2024	196075	DARREN HENRY	JUROR COMPENSATION	33.00
02/29/2024	196076	DAVASHASIA JONES	JUROR COMPENSATION	81.00
02/29/2024	196077	ERIN MCKENNA	JUROR COMPENSATION	33.00
02/29/2024	196078	GORDON RICHARD PREPSKY	JUROR COMPENSATION	129.00
02/29/2024	196079	HERMELL CARTER	JUROR COMPENSATION	33.00
02/29/2024	196080	HOANG-YEN NU TRAN	JUROR COMPENSATION	33.00
02/29/2024	196081	JAMES BURDEN	JUROR COMPENSATION	81.00
02/29/2024	196082	JASON PRINCE	JUROR COMPENSATION	33.00
02/29/2024	196083	JEFFREY FREDERICK	JUROR COMPENSATION	33.00
02/29/2024	196084	JIMI MAE COLLINS	JUROR COMPENSATION	129.00
02/29/2024	196085	JO ANN JACHIMIAK	JUROR COMPENSATION	33.00
02/29/2024	196086	JODIE MINK	JUROR COMPENSATION	33.00
02/29/2024	196087	KEVIN MCLAUGHLIN	JUROR COMPENSATION	33.00
02/29/2024	196088	LAURIE LONGO	JUROR COMPENSATION	81.00
02/29/2024	196089	MALINDA MANSOUR	JUROR COMPENSATION	81.00
02/29/2024	196090	MARVINA WILLIS	JUROR COMPENSATION	33.00
02/29/2024	196091	MATTHEW STACK	JUROR COMPENSATION	81.00
02/29/2024	196092	MICHAEL BARGARDI	JUROR COMPENSATION	33.00
02/29/2024	196093	NICHOLAS GASCHO	JUROR COMPENSATION	33.00
02/29/2024	196094	TYLER RINDO	JUROR COMPENSATION	129.00
02/29/2024	196095	VICKI RICHARDSON-TRAYLOR	JUROR COMPENSATION	33.00
02/29/2024	196096	BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - MARCH 2024	177,528.34
02/29/2024	196097	BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - MARCH 2024	28,872.80
02/29/2024	196098	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE - MARCH 2024	12,736.79
02/29/2024	196099	DTE ENERGY	GAS & ELECTRIC INVOICES	35.26
02/29/2024	196100	STANDARD INSURANCE COMPANY	LIFE INSURANCE - MARCH 2024	2,977.02
			DISABILITY INSURANCE - MARCH 2024	1,839.96
				<u>4,816.98</u>
03/01/2024	196101	PRIORITY ONE EMERGENCY	REPLACEMENT CHECK - SHOE ORDER M.GOODEN	229.99
03/04/2024	196102	CLEAR RATE COMMUNICATIONS, INC	ACCT. #4850408	263.35
03/04/2024	196103	COMCAST	ACCT. #8529 10 234 0279396	172.50
03/04/2024	196104	COMCAST	INTERNET HOLMES ROAD - COMMUNITY ENGAGEM	142.95
03/04/2024	196105	DTE ENERGY	GAS & ELECTRIC INVOICES	2,645.28
03/04/2024	196106	GUARDIAN ALARM	SERVICE TRIP FEE - CIVIC CENTER (INV#231	50.00
03/04/2024	196107	WASTE MANAGEMENT	ACCT. #6-98680-82001	853.11
03/04/2024	196108	WASTE MANAGEMENT	ACCT. #6-96630-02003	224,736.12
03/06/2024	196109	CHARTER TOWNSHIP OF SUPERIOR	ACCT. #HURO-007200-0000-01	40.82
03/06/2024	196110	COMCAST	ACCT. #8529 10 234 0124352	129.28
03/06/2024	196111	COMCAST BUSINESS	ACCT. #939737137	3,643.95
03/06/2024	196112	D.R. TRAILER SALES	ENCLOSED TRAILER FOR ELECTIONS	10,158.00
03/06/2024	196113	VERIZON WIRELESS	ACCT. #342201808-00001	384.85
03/06/2024	196114	WEX BANK	WEX CREDIT CARD CHARGES ENDING FEB2024	1,468.50
03/08/2024	196115	COMCAST CABLE	ACCT. #8529 10 234 0586337	71.84
03/08/2024	196116	COMCAST CABLE	ACCT. #8529 01 001 0000523 (CAMERAS)	9,004.75
03/08/2024	196117	CONSTELLATION NEW ENERGY	ACCOUNT #BG-301569	11,814.11
03/08/2024	196118	DTE ENERGY	GAS & ELECTRIC INVOICES	512.86
03/08/2024	196119	VERIZON WIRELESS	ACCT. #542198411-00001	225.10
03/08/2024	196120	WASTE MANAGEMENT	ACCT. #16-27603-32004	1,057.65
03/08/2024	196121	WASTE MANAGEMENT	ACCT. #6-98156-42005	228.60

Check Date	Check	Vendor Name	Description	Amount
03/08/2024	196122	YPSILANTI COMMUNITY	ACCT. #4-070-428255-01	125.47
			ACCT. #4-085-803600-02	149.05
			ACCT. #4-037-360100-01	142.30
			ACCT. #4-037-360200-01	216.55
			ACCT. #4-074-535400-01	95.69
			ACCT. #4-083-487600-01	142.30
			ACCT. #4-085-789900-01	122.69
			ACCT. #4-085-803450-01	142.30
			ACCT. #4-087-560100-01	189.55
			ACCT. #4-087-560150-01	95.60
			ACCT. #4-087-560200-01	31.29
			ACCT. #2-087-560610-01	88.93
			ACCT. #2-085-341000-01	35.57
			ACCT. #2-085-341010-01	88.93
			ACCT. #2-087-560550-01	88.93
			ACCT. #2-087-560600-01	88.93
			ACCT. #2-087-560650-01	49.07
			ACCT. #2-087-560500-01	88.93
				<u>1,982.08</u>

AP TOTALS:

Total of 54 Checks:	498,345.06
Less 0 Void Checks:	0.00
Total of 54 Disbursements:	<u>498,345.06</u>

A/P CHECKS

Check Date	Check	Vendor Name	Description	Amount
Bank AP AP				
03/19/2024	196123	AAMCO TRANSMISSIONS AND	#91- OIL CHANGE AND BRAKES	934.47
03/19/2024	196124	ACCUSHRED LLC	SHRED SERVICES	71.75
03/19/2024	196125	ACUSHNET COMPANY	FOOTJOY WINTER HATS FOR RESALE IN THE GO	285.94
03/19/2024	196126	ADVANCE PRINT & GRAPHICS	SPECIAL EVENT PASSES	649.66
03/19/2024	196127	ADVANCED COMMUNICATIONS & DATA	INTERNET UTILITY SERVICE	680.55
03/19/2024	196128	ALLGRAPHICS CORPORATION	SEASONAL MAINTENANCE AND SAFETY STORE - WINTER HATS	3,050.00 156.00
				<u>3,206.00</u>
03/19/2024	196129	AMAZON CAPITAL SERVICES	STETHOSCOPE	208.88
			POE SPLITTER	76.92
			SINGLE BAY HARD DRIVE ERASER,	307.32
			60W GIGABIT POE++ SPLITTER	48.00
			BODNO MAGICARD 600 DUAL SIDED ID	2,999.00
			SPIRAL STENO PADS - OCS	51.03
			TONER CARTRIDGE - ELECTIONS	93.49
			COFFEE STAND & MONITOR STAND - SUPERVIS	62.95
			TRASH BINS - SUPERVISOR	18.99
			BATTERY CHARGER - P&G	138.22
			OFFICE SUPPLIES - RECREATION	94.52
			FUEL TRANSFER PUMP - P&G	549.99
			LYSOL WIPES	74.85
			TUFF GUARD HOSES	268.02
			MONITOR STAND - RSD	34.99
			COLORED COPY PAPER - GENERAL	21.87
			TREASURER'S OFFICE SUPPLIES	123.52
			HP TONERS - ORDINANCE	255.50
			STORAGE HARD DRIVES	4,397.80
			SUPPLIES FOR HR DEPARTMENT	149.39
			ITEMS FOR HQ & STATION 3	194.05
			OUT OF SERVICE TAGS	23.96
			OFFICE SUPPLIES	265.89
				<u>10,459.15</u>
03/19/2024	196130	AMY KULLENBERG	INVOICE FOR ATTORNEY SERVICES	3,000.00
03/19/2024	196131	ANN ARBOR CLEANING SUPPLY	CUSTODIAL SUPPLIES - CIVIC CLEANING SUPPLIES - COMMUNITY CENTER	226.80 33.68
				<u>260.48</u>
03/19/2024	196132	APPLIED INNOVATION	QUARTERLY PRINTER MAINTENANCE	163.99
03/19/2024	196133	ASCENTIS CORPORATION	NOVATIME RENEWAL	275.40
03/19/2024	196134	ATCHINSON FORD	EXHAUST MANIFOLDS REPLACEMENT FOR 71	237.38
03/19/2024	196135	AUTO VALUE YPSILANTI	#44 OIL CHANGE	58.67
			256- GROUNDS MACHINE	110.27
			255- GROUNDS MACHINE	165.18
			BATTERY FOR 58	147.46
				<u>481.58</u>
03/19/2024	196136	B-BALL SKILLS LLC	BBALL SKILLS PAYOUT FOR 2/20-3/5	864.25
03/19/2024	196137	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM 1/27 2024 TO	7,599.50
03/19/2024	196138	BELFOR USA GROUP INC	580 KANSAS TEMP REPAIRS	195.41
03/19/2024	196139	BILL CARR SIGNS, INC.	INSTALL 17 PARK SIGNS	27,500.00

Check Date	Check	Vendor Name	Description	Amount
03/19/2024	196140	CALLAWAY GOLF SALES COMPANY	CALLAWAY GOLF BALLS AND HATS FOR RESALE CALLAWAY GOLF BALLS AND HATS FOR RESALE CALLAWAY GOLF BALLS AND HATS FOR RESALE	247.09 533.40 824.76
				<u>1,605.25</u>
03/19/2024	196141	CDW GOVERNMENT INC	SUPPLIES FOR ORDINANCE THERMAL PRINTER	207.48
03/19/2024	196142	CENTER FOR PUBLIC SAFETY MGMT LLC	POLICE SERVICES COST ANALYSIS AND FEASIB	31,514.80
03/19/2024	196143	CINTAS CORPORATION	MONTHLY SERVICE FOR AED AT CRC	130.50
03/19/2024	196144	CLEVELAND GOLF SRIXON	SRIXON GOLF GLOVES FOR RESALE IN THE GOL SRIXON GOLF BALLS FOR RESALE IN THE GOLF SRIXON GOLF BALLS FOR RESALE IN THE GOLF	815.76 755.28 841.86
				<u>2,412.90</u>
03/19/2024	196145	COLMAN-WOLF SANITARY SUPPLY CO	TRASH BAGS - 14B COURT CREDIT INVOICE	110.00 (76.42)
				<u>33.58</u>
03/19/2024	196146	COMPLETE BATTERY SOURCE	WATER QUALITY EQUIPMENT BATTERIES	21.21
03/19/2024	196147	CRYSTAL FLASH, INC.	FUEL FOR HQ - DIESEL INVOICE 025280497- GOLF INVOICE 025280496- GOLF	1,866.95 355.69 811.91
				<u>3,034.55</u>
03/19/2024	196148	DETROIT LEGAL NEWS	DISPLAY AD NOTICE OF INTENT - CLERKS	100.00
03/19/2024	196149	DOAN CONSTRUCTION COMPANY	CONCRETE BIN BLOCKS	800.00
03/19/2024	196150	DOHYOUN LEE	WINTER 2024 TENNIS INSTRUCTOR	55.00
03/19/2024	196151	DON'S ELECTRIC	REFUND - PERMIT FEES #PE24-0021 & PM24-0	93.75
03/19/2024	196152	ELIJAH FRANKS	WINTER 2024 YOUTH BASKETBALL OFFICIAL	100.00
03/19/2024	196153	ELIZABETH SAMPSEL	REFUND - STEP AEROBICS	55.00
03/19/2024	196154	EMERGENCY MEDICAL PRODUCTS	GLOVES FOR ALL STATIONS GLOVES FOR ALL STATIONS	53.58 53.58
				<u>107.16</u>
03/19/2024	196155	EMERGENT HEALTH PARTNERS	FIRE DISPATCHING SERVICES	8,430.55
03/19/2024	196156	GARY STAFFORD	WINTER 2024 YOUTH BASKETBALL OFFICIAL	18.00
03/19/2024	196157	GENE BUTMAN FORD	SERVICE FOR 2016 FORD EXPEDITION	1,526.94
03/19/2024	196158	GOVERNMENTAL CONSULTANT SERVICES	PROFESSIONAL SERVICES RETAINER FEE - MAR	3,503.85
03/19/2024	196159	HILARY BRALEY	REIMBURSEMENT FOR OFFICE SUPPLIES	262.36
03/19/2024	196160	HOLLAND TULIP TIME FESTIVAL, INC	TULIP TIME TRIP BALANCE DUE	1,345.20
03/19/2024	196161	HOME DEPOT	LIGHT BULB REPLACEMENT WOOD AND SCREWS FOR UTILITY TRAILER OPERATING SUPPLES FOR THE GOLF SHOP. BUOY ANCHER MATERIAL BUOY ANCHER MATERIAL BUOY ANCHER MATERIAL BUOY ANCHER MATERIAL MAINTENANCE SUPPLIES FOR HQ MAINT. SUPPLIES - HITCH INSECT TRAPS & REFILLS - CIVIC MINI BLIND FOR WINDOW IN THE GOLF SHOP TOILET REPAIR ITEMS	94.98 141.78 195.76 160.59 46.92 23.85 25.44 52.44 26.94 35.48 67.71
				<u>871.89</u>
03/19/2024	196162	HOMRICH, INC.	GAULT VILLAGE DEMOLITION	355,916.83

Check Date	Check	Vendor Name	Description	Amount
03/19/2024	196163	INTEGRITY BUSINESS SOLUTIONS LLC	ROUND TABLE AND CHAIRS ROUND TABLE AND CHAIRS CREDIT MEMO	81.99 363.96 (239.96) <u>205.99</u>
03/19/2024	196164	JOSEPH STOUT	WINTER 2024 TENNIS INSTRUCTOR	90.00
03/19/2024	196165	JOSHUA KUGLER	REIMBURSEMENT FOR TRAVEL EXPENSES WHILE	226.43
03/19/2024	196166	JUNGA'S ACE HARDWARE	TREE CUTTING SUPPLIES	972.44
03/19/2024	196167	KBK LANDSCAPING, INC	LEC & HOLMES RD. SALTING & PLOWING FEBRU LEC & HOLMES RD. SALTING & PLOWING FEBRU	440.00 600.00 <u>1,040.00</u>
03/19/2024	196168	KELLY DOE	REIMBURSEMENT FOR CLOTHING FOR 2024	341.46
03/19/2024	196169	KONE INC	ELEVATOR MAINTENANCE 02/01/24-04/30/24	225.54
03/19/2024	196170	LANGUAGE LINE SERVICES	INTERPRETER SERVICES	395.45
03/19/2024	196171	LAUREL HANNA	WINTER 2024 YOUTH BASKETBALL OFFICIAL	150.00
03/19/2024	196172	LIFE AFTER INCARCERATION	LAITR PILOT: COMMUNITY BEAUTIFICATION SE	9,000.00
03/19/2024	196173	LINDE GAS & EQUIPMENT INC	HELIUM TANK LEASE FEE 2024 OXYGEN RENTAL OXYGEN RENTAL	66.00 175.80 343.79 <u>585.59</u>
03/19/2024	196174	LOWE'S	CUTTING PLIERS - ELECTIONS	124.13
03/19/2024	196175	LYRA BOYD	WINTER 2024 YOUTH BASKETBALL OFFICIAL	160.00
03/19/2024	196176	MCLAIN AND WINTERS	LEGAL SERVICES - FEBRUARY 2024	162,076.30
03/19/2024	196177	MCMASTER-CARR	HARDWARE FOR VALVE CAGES ORDER #2	155.59
03/19/2024	196178	MESSENGER PRINTING	WINTER BILL REMINDER POSTCARDS EARLY VOTE POSTCARDS MAILING TO VOTERS WHOSE PRECINCT LOCATIO	660.51 16,485.58 9,114.47 <u>26,260.56</u>
03/19/2024	196179	MICHELLE PIKE	FIRE WITHHOLDING RELEASE FOR 6981 HITCHI	13,835.00
03/19/2024	196180	MICHIGAN LINEN SERVICE, INC.	MAINT. GARAGE LINEN SERVICE 2/27/24 (INV LAUNDRY FOR CIVIC CENTER 2/27/2024 (INVO LINEN SERVICE FOR COMMUNITY CENTER 2/27/ LAUNDRY SERVICES 2024 LINEN SERVICE FOR STATION HQ LINEN SERVICE FOR STATION 3 LINEN SERVICE FOR STATION 4 LINEN SERVICE FOR STATION 4 LINEN SERVICE FOR STATION 3 LINEN SERVICE FOR STATION HQ WEEKLY LINEN SERVICES	24.00 101.10 49.50 24.00 190.40 86.26 85.03 85.03 86.26 190.40 68.50 <u>990.48</u>
03/19/2024	196181	MISS DIG SYSTEM INC	MISSDIG MEMBERSHIP	940.07
03/19/2024	196182	NEXTCARE URGENT CARE MICHIGAN	DRUG SCREENS DRUG SCREENS AND DOT PHYSICALS	100.00 1,028.00 <u>1,128.00</u>
03/19/2024	196183	NYE UNIFORM EAST	UNIFORM FOR FF VAN PELT/ QUOTE #870557	83.37

Check Date	Check	Vendor Name	Description	Amount
			UNIFORM FOR LT. ROLAND	83.37
				<u>166.74</u>
03/19/2024	196184	OFFICE EXPRESS	LEGAL SIZED COPY PAPER - OCS	62.99
03/19/2024	196185	OOMA, INC.	OOMA SERVICES	248.44
03/19/2024	196186	ORCHARD, HILTZ & MCCLIMENT INC	YTFD #3 CEILING REPAIR ASSISTANCE	5,376.00
			PROFESSIONAL SERVICE - PROPERTY SPLIT DE	2,219.50
			KALITTA TURBINES EXPANSIONS - DET ENG RE	1,050.00
			924 MINION DRIVE (TRAILER STORAGE)	1,125.00
			CALIBER COLLISION - DET ENG REVIEWS	1,120.00
			CONSTRUCTION ENGINEERING SERVICES FOR RI	1,802.00
				<u>12,692.50</u>
03/19/2024	196187	ORKIN LLC	VERMIN ABATEMENT AT DEBBY CT	297.00
			VERMIN ABATEMENT AT DEBBY CT	396.00
				<u>693.00</u>
03/19/2024	196188	PAIGE ROWLAND	PAYMENT FOR INSTRUCTION OF WINTER 24 DAN	128.00
03/19/2024	196189	PARKWAY SERVICES, INC.	PORT A JOHN SERVICE - HYDRO	130.00
03/19/2024	196190	PAUL WARD	WEEKEND ARRAIGNMENT COVERAGE	278.16
03/19/2024	196191	PEARLINE DAVIS	RECOVERY COURT PAYROLL	296.80
			RECOVERY COURT PAYROLL	241.15
				<u>537.95</u>
03/19/2024	196192	PEPSI BEVERAGES COMPANY	BEVERAGES FOR RESALE IN THE GOLF SHOP.	435.77
03/19/2024	196193	PPM LANDSCAPE CONTRACTORS INC	TREE TRIM - 1120 JUNEAU	425.00
03/19/2024	196194	PREMIER SAFETY & SERVICE	SENSOR RAW LIQUID 02 4R	347.47
03/19/2024	196195	PRINTING SYSTEMS	AIRMAIL INSIDE, OUTSIDE ENVELOPES AND I	139.84
			AIRMAIL INSIDE, OUTSIDE ENVELOPES AND I	113.97
			PRECINCT KITS, AV KIT, INSERTS, I VOTED	768.01
			EARY VOTING KITS FEBRUARY ELECTION	143.83
			SECRECY SLEEVES ENVELOPES AUGUST 2024	1,992.38
			PRESIDENTIAL PRIMARY SECRECY SLEEVES INS	1,742.54
			VOTER ID MAILING ALL VOTERS	4,033.28
			#587 AV APPS FEB 27, 2024 PRES PRIMARY	2,754.60
				<u>11,688.45</u>
03/19/2024	196196	QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE	1,405.80
03/19/2024	196197	RHETT REYES	RECOVERY COURT PAYROLL	1,193.25
			RECOVERY COURT PAYROLL	1,161.00
				<u>2,354.25</u>
03/19/2024	196198	RICHARD ELLSWORTH	2024 UNIFORM REIMBURSEMENT PER CONTRACT	256.98
03/19/2024	196199	RICK PLISICO	RICK PLISCO CONTRACTUAL INSPECTIONS FEBR	250.00
03/19/2024	196200	ROBERT ACTON	ROBERT ACTON CONTRACTUAL INSPECTIONS 2.1	650.00
03/19/2024	196201	RUSSELL GIRBACH	MEDICAL CE'S	780.00
03/19/2024	196202	S & W PLUS HOME SERVICES CORP	REPAIR TO GUTTER DAMAGED BY WIND IN CAR	855.00
03/19/2024	196203	SAM'S CLUB DIRECT	OPERATING SUPPLIES AND FOOD AND BEVERAGE	454.10
			SUPPLIES FOR FRONT DESK VENDING	253.28
			MEMBERSHIP DUES - TOWNSHIP	185.00
			SUPPLIES FOR ALL STATIONS-SEE NOTES	430.99
				<u>1,323.37</u>

Check Date	Check	Vendor Name	Description	Amount
03/19/2024	196204	SEMCOG	SEMCOG ANNUAL DUES	8,391.00
03/19/2024	196205	SENSCY INC	SUBSCRIPTION AGREEMENT FOR CYBERSECURITY	29,200.00
03/19/2024	196206	SIGNS BY TOMORROW	SIGNS FOR PRECINCTS THAT ARE NO LONGER I NEW/UPDATED SAFETY SIGNS FOR HYDRO STATI	1,284.40 380.00 <u>1,664.40</u>
03/19/2024	196207	SME	GAULT VILLAGE ABATEMENT AND DEMOLITION M	4,500.00
03/19/2024	196208	SOUTHERN COMPUTER WAREHOUSE	FORTIANALYZER RENEWAL	2,996.04
03/19/2024	196209	SPARTAN DISTRIBUTORS	BEDKNIFES AND SCREWS FOR FAIRWAY/GREENS BEDKNIFES FOR TEE REELS AND FAIRWAY GRAS	466.32 265.53 <u>731.85</u>
03/19/2024	196210	SPICER GROUP	COMMUNITY CENTER PARK PRIME PROFESSIONAL CLUBVIEW PARK PRIME PROFESSIONAL SERVICE	2,612.50 2,612.50 <u>5,225.00</u>
03/19/2024	196211	STADIUM TROPHY	WINTER 2024 YOUTH BASKETBALL MEDALS	239.00
03/19/2024	196212	STANDARD PRINTING	NEW PRECINCT MAPS	61.00
03/19/2024	196213	STANTEC	ACM SITE - CONSTRUCTION SERVICES	466.00
03/19/2024	196214	STANTEC	ACM SITE - CONSTRUCTION SERVICES	145.00
03/19/2024	196215	STANTEC	MISCELLANEOUS GENERAL SERVICES	954.50
03/19/2024	196216	STEPHEN BROWN	STEVE BROWN CONTRACTUAL INSP 02.19.24 -	1,100.00
03/19/2024	196217	SWINGSETMALL.COM	PARK SWING CLEVIS - RECREATION PARK SWING CONNECTORS - RECREATION	214.20 394.20 <u>608.40</u>
03/19/2024	196218	TAYLOR MADE GOLF COMPANY	TAYLORMADE GOLF BALLS FOR RESALE IN THE TAYLORMADE GOLF BALLS FOR RESALE IN THE TAYLORMADE GOLF BALLS FOR RESALE IN THE CREDIT MEMO	2,074.80 386.88 290.16 (114.70) <u>2,637.14</u>
03/19/2024	196219	TEAM GOLF	TEAM GOLF ACCESSORIES FOR RESALE IN THE	266.47
03/19/2024	196220	THE SWEATSHOP CUSTOM EMBROIDERY	YTFD GAME COAT- ROLAND	95.00
03/19/2024	196221	TIGER SCORECARD	SCORECARDS FOR USE AT THE GOLF COURSE.	1,273.00
03/19/2024	196222	U.S. BANK, N.A.	DEBT OBLIG BOND PRIN & INT PAYMENT	220,600.00
03/19/2024	196223	ULTIMATE REEL GRINDING	REELS GROUND AND SHARPENED, ROLLERS REPL	2,360.00
03/19/2024	196224	UNITED STATES POST OFFICE	USPS ANNUAL MARKETING MAIL FEE	320.00
03/19/2024	196225	UNITED STATES POSTAL SERVICE	REPLENISH THE POSTAGE MACHINE WITH POSTA	10,000.00
03/19/2024	196226	UNIVERSITY TRANSLATORS	INTERPRETER TRANSLATOR SERVICES	170.00 275.00 <u>445.00</u>
03/19/2024	196227	UTILITIES INSTRUMENTATION SERV	SERVICE CALL FOR PROGRAMMING 2/4/24 SERVICE CALL FOR PROGRAMMING 2/19/24	810.00 1,053.00 <u>1,863.00</u>
03/19/2024	196228	VERIZON CONNECT FLEET USA	GPS SERVICES-FEB 2024	581.87
03/19/2024	196229	VICTORY LANE	#700 FULL SERVICE OIL CHANGE #703 FULL SERVICE OIL CHANGE	103.18 57.17

Check Date	Check	Vendor Name	Description	Amount
			#89 FULL SERVICE OIL CHANGE	53.38
			#94 FULL SERVICE OIL CHANGE	54.58
			#706 FULL SERVICE OIL CHANGE	72.57
			#705 FULL SERVICE OIL CHANGE	76.86
				<u>417.74</u>
03/19/2024	196230	W.J. O'NEIL COMPANY	LEC TROUBLESHOOT - BURNING SMELL	348.00
			COMMUNITY CENTER- TROUBLESHOOT	874.00
			LEC TROUBLESHOOT	802.00
			BOARD APPROVED P.M. CIVIC CENTER ANNUAL	1,117.00
			BOARD APPROVED P.M. LEC ANNUAL FEE	441.00
			BOARD APPROVED P.M. 14B ANNUAL FEE	416.00
			BOARD APPROVED P.M. COMMUNITY CENTER ANN	1,182.00
				<u>5,180.00</u>
03/19/2024	196231	WASHTENAW COUNTY GOVERNMENT	BARRIER BUSTERS - 2ND YEAR	150,000.00
03/19/2024	196232	WASHTENAW COUNTY LEGAL NEWS	BOARD OF REVIEW 2024 SCHEDULE - AD	75.00
			PLANNING COMMISSION - ADS	55.00
				<u>130.00</u>
03/19/2024	196233	WASHTENAW COUNTY WATER RESOURCES	ANNUAL 2023 DRAIN ASSESSMENT DUE IN 2024	382,710.17
03/19/2024	196234	WEINGARTZ	REPLACEMENT BLADES FOR VENTRAC MOWER	122.97
03/19/2024	196235	WILLIAM KLIBER IV	WINTER 2024 YOUTH BASKETBALL OFFICIAL	195.00
03/19/2024	196236	YPSILANTI ACE HARDWARE	SPRAY PAINT	17.18
				<u><u>1,559,121.94</u></u>
AP TOTALS:				
Total of 114 Checks:				1,559,121.94
Less 0 Void Checks:				<u>0.00</u>
Total of 114 Disbursements:				<u>1,559,121.94</u>

Check Date	Check	Vendor Name	Description	Amount
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CREDIT CARDS

Bank CARDS COMERICA COMMERCIAL CARD

03/19/2024	104(E)	COMERICA BANK	ANNUAL MEMBERSHIP FOR ERICA HOLMES	264.00
			BLACK HISTORY MONTH SUPPLIES	74.37
			OPERATING SUPPLIES AND FOOD AND BEVERAGE	821.31
			SITE24X7 RENEWAL	420.00
			PASSPORT POSTAGE WEEK OF 1-4-24	67.55
			PASSPORT POSTAGE WEEK OF 1-8-24	144.15
			PASSPORT POSTAGE WEEK OF 1-16-24	9.65
			PASSPORT POSTAGE WEEK OF 1-29-24	9.85
			PASSPORT POSTAGE WEEK OF 2-26-24	9.85
			TRAINING MATERIAL FOR JOHN HINES	111.93
			FORD ROUGE TOUR	481.25
			2024 GREAT LAKES HOMELAND SECURITY CONFE	400.00
			REGISTRATION FOR 2024 TRADE SHOW FOR RSD	206.00
			INTERNET UTILITY SERVICE	2,072.43
			OVERAGE AMOUNT FOR 2023 SUBSCRIPTION	31.20
			TRANSFER TANK 105 GAL. - P&G	599.99
			ANNUAL SUBSCRIPTION TO FUEL CLOUD WITH I	2,280.00
			AUTHORIZATION DEVICES	660.00
			2021 & 2024 INTERNATIONAL PROPERTY MAIN	996.23
			2021 INTERNATIONAL PROPERTY MAINTENANCE	48.00
			SOCIETY MEMBER - FULL CONFERENCE	420.75
			GROUND SHIPPING FOR EQUIPMENT FOR SERVIC	257.55
			MONTHLY SUBSCRIPTION FEES FOR TLO SERVIC	150.00
			STAND UP DESK FOR HR SPECIALIST	450.87
			COVID 19 TEST KITS FOR COMMUNITY	5,940.00
			KIDS' CRAYONS - COMMUNITY ENGAGEMENT CO	132.81
				<u>17,059.74</u>

CARDS TOTALS:

Total of 1 Checks:

Less 0 Void Checks:

Total of 1 Disbursements:

17,059.74
0.00
17,059.74



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE TREASURER —

**MONTHLY TREASURER'S REPORT
STAN ELDRIDGE
JANUARY 1, 2024 - JANUARY 31, 2024**

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	13,645,427.35	3,401,446.21	3,999,060.10	13,047,813.46
101 - Payroll	127,975.45	755,963.61	723,388.67	160,550.39
101 - Willow Run Escrow	146,248.23	49.55	0.00	146,297.78
206 - Fire Department	2,236,755.04	9,592.27	359,317.27	1,887,030.04
208 - Parks Fund	17,951.16	77.45	242.22	17,786.39
213 - Roads/Bike Path/Rec/General Fund	2,157,988.80	8,459.94	576,868.39	1,589,580.35
216 - Fire Pension & OPEB Millage Fund	75,353.64	466.09	0.00	75,819.73
217 - Fire Special Millage Capital Fund	1,740,376.43	6,367.45	1,544,869.00	201,874.88
226 - Environmental Services	1,360,544.56	5,610.97	246,070.64	1,120,084.89
230 - Recreation	82,766.73	27,640.91	33,097.15	77,310.49
236 - 14-B District Court	32,722.06	292,625.68	121,067.69	204,280.05
244 - Economic Development	75,042.78	328.46	0.00	75,371.24
249 - Building Department Fund	1,602,053.53	47,026.72	57,382.29	1,591,697.96
250 - LDFA Tax	21,312.71	93.23	0.00	21,405.94
252 - Hydro Station Fund	1,095,809.87	57,602.75	11,652.33	1,141,760.29
266 - Law Enforcement Fund	9,278,503.64	43,082.78	579,129.95	8,742,456.47
282 - Cares Act Fund	0.76	0.00	0.76	0.00
284 - Opioid Settlement Fund	25,925.90	113.31	0.00	26,039.21
287 - Nuisance Abatement Fund	49,354.17	498.71	1,234.24	48,618.64
398 - LDFA 2006 Bonds	2,686.39	11.47	0.00	2,697.86
584 - Green Oaks Golf Course	206,668.63	688.19	29,428.47	177,928.35
597 - Compost Site	939,724.72	18,979.06	44,515.42	914,188.36
661 - Motor Pool	283,193.27	1,702.96	1,568.20	283,328.03
702 - General Tax Collection	4,519.24	6,836.22	0.00	11,355.46
703 - Current Tax Collections	18,814,724.10	6,222,181.28	4,285,128.55	20,751,776.83
707 - Bonds & Escrow/GreenTop	1,842,225.81	11,357.21	85.00	1,853,498.02
708 - Fire Withholding Bonds	108,091.51	30,056.22	13,835.00	124,312.73
GRAND TOTAL	55,973,946.48	10,948,858.70	12,627,941.34	54,294,863.84



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE TREASURER —

**MONTHLY TREASURER'S REPORT
STAN ELDRIDGE
FEBRUARY 1, 2024 - FEBRUARY 29, 2024**

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	13,047,813.46	6,172,965.92	2,708,763.78	16,512,015.60
101 - Payroll	160,550.39	706,384.57	555,736.93	311,198.03
101 - Willow Run Escrow	146,297.78	46.36	0.00	146,344.14
206 - Fire Department	1,887,030.04	38,789.51	407,244.00	1,518,575.55
208 - Parks Fund	17,786.39	70.73	0.00	17,857.12
213 - Roads/Bike Path/Rec/General Fund	1,589,580.35	39,264.51	125,911.28	1,502,933.58
216 - Fire Pension & OPEB Millage Fund	75,819.73	8,900.85	309.56	84,411.02
217 - Fire Special Millage Capital Fund	201,874.88	4,807.69	161.85	206,520.72
226 - Environmental Services	1,120,084.89	34,145.86	246,472.13	907,758.62
230 - Recreation	77,310.49	50,198.50	70,599.58	56,909.41
236 - 14-B District Court	204,280.05	82,650.50	125,877.22	161,053.33
244 - Economic Development	75,371.24	301.87	0.00	75,673.11
249 - Building Department Fund	1,591,697.96	47,017.81	61,760.14	1,576,955.63
250 - LDFA Tax	21,405.94	85.89	0.00	21,491.83
252 - Hydro Station Fund	1,141,760.29	67,001.78	45,868.74	1,162,893.33
266 - Law Enforcement Fund	8,742,456.47	111,103.66	80,102.18	8,773,457.95
282 - Cares Act Fund	0.00	0.00	0.00	0.00
284 - Opioid Settlement Fund	26,039.21	104.83	0.00	26,144.04
287 - Nuisance Abatement Fund	48,618.64	2,384.40	0.00	51,003.04
398 - LDFA 2006 Bonds	2,697.86	11.37	0.00	2,709.23
584 - Green Oaks Golf Course	177,928.35	89,137.92	44,997.09	222,069.18
597 - Compost Site	914,188.36	9,359.15	30,916.27	892,631.24
661 - Motor Pool	283,328.03	1,124.60	16,380.14	268,072.49
702 - General Tax Collection	11,355.46	80,513.03	0.00	91,868.49
703 - Current Tax Collections	20,751,776.83	9,171,596.59	3,650,635.06	26,272,738.36
707 - Bonds & Escrow/GreenTop	1,853,498.02	6,904.99	31,598.75	1,828,804.26
708 - Fire Withholding Bonds	124,312.73	34.81	15,009.00	109,338.54
GRAND TOTAL	54,294,863.84	16,724,907.70	8,218,343.70	62,801,427.84

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS



MEMORANDUM

To: Charter Township Board of Trustees

From: Township Liquor Committee (Treasurer Eldridge, Trustees Swanson & Newman)

CC: William D. Winters, Township Legal Counsel

Date: March 13, 2024

RE: **Recommendation of the Charter Township of Ypsilanti Liquor Committee to approve the Class “C” License Transfer for La Fuente Restaurant.**

The Charter Township of Ypsilanti Liquor Committee is recommending that the Charter Township of Ypsilanti Board of Trustees move to approve the Class “C” Liquor License transfer of La Fuente Restaurant, located at 1930 Whittaker Road, in the Paint Creek Shopping Center.

The committee recently met with the representatives of La Fuente Restaurant, and they provided an explanation of how they intend to operate the business as a dine-in/carry out restaurant, with in-house liquor service for customers moving forward. The committee was advised that the restaurant:

1. Will not rent out its space for events.
2. Will not be providing a dance floor.

In addition, the representatives did advise that the hours of operation for the restaurant moving forward will be:

1. Monday through Thursday from 11:00am until 11:00pm
2. Friday and Saturday from 11:00am until 12:00am
3. Sunday from 9:00am until 9:00pm

At this time, all local building and LCC inspections have been conducted and approved by township staff. As well, the transfer has been previously approved by the State of Michigan Liquor Control Commission.

Respectfully submitted,

Charter Township of Ypsilanti Liquor Committee



LIQUOR LICENSE

APPLICATION

FORM

Application must be completed, in full, by the Managing Partner / Member, or other Officer authorized in writing to make decisions on behalf of the organization.

SECTION 1:

Name: La Tuente Inc / Martin Alvarez Sosa Date of Birth: 06/23/66
 Home Address: 1014 Bowley Ct. Phone: 330 623 0506 Place of Birth: Mexico
 City: Ypsilanti State: mi Zip: 48198 Citizenship: Mexico
 Position in Company: Owner / Manager Email Address: _____
 Name of Business: La Tuente Inc.
 Address of Business: 1930 Whitaker Rd Ypsilanti mi 48197
 Trade Name (DBA) under which the establishment will be operated (if different from above): _____
Restaurant / Bar Purposes.
 Federal Tax I.D. Number: 20-0810628

Type of License: (Check One)

- Class C A-Hotel B-Hotel Tavern Club Re-Development Class G-1, G-2
 Resort Brewer Brew-Pub Micro-Brewery On-Premise Tasting Room Small Winemaker
 Small Distiller Brandy Manufacturer Transfer

Type of Permits:

- Sunday Sales Add Bar Entertainment Sales Outdoor Sales & Service Area SDD and/or SDM (incurs no fee)
 Before/After Hours for: _____ Dance and Entertainment Permit Beer & Wine Tasting

- Will the Applicant operate the establishment? Yes No
- Mailing Address of Establishment (if different from above)

Mailing Address: _____

City: _____ State: _____ Zip: _____

3. Form of Business:

- Sole Proprietorship Partnership Corporation Limited Liability Association Company
 Club Other _____

Please provide copies of: DBA Certificate, Article of Incorporation, Articles of Organization, Bylaws, and any other written agreements that are applicable, as well as previous three years State sales tax filing.



**YPSILANTI
TOWNSHIP**
— WHERE YOUR FUTURE GROWS —

SECTION 2:

1. Please briefly describe the type, and name, of establishment (bar, restaurant, lounge, etc.)

Restaurant and Bar.

2. The business has been in operation for 20 years.

A. Capacity of business for that time period? 150 capacity

3. Primary purpose of business? (Beer / Tavern, Micro Brewery, etc.)

Beer sales, liquor sales

4. Have you ever been granted a Michigan, or other state, liquor license? Yes No

If yes, please explain YES, two liquor licenses.
license # L-000452345 / License # L-000415667

5. List the days, or intended days, of operation: Monday to Sunday.

6. List the hours, or intended hours, of operation: Monday to Thursday 11^{am} to 11^{pm} Thur to Saturday 11-2^{am}
Sunday 11 to 9pm.

7. What is the present, or will be, the patron capacity? 150 capacity

8. What is the square footage of the building? 3,400 square feet

9. How many employees are on your existing staff? 6 How many employees will be on your future staff? 6

10. If the license is granted, will the business stay in the same location? Yes No

11. Will the business be your fulltime employer? Yes No

12. Do you presently own the building? Yes No

If you do not own the building, please provide the following information, and a copy of the lease agreement, including financials:

Building Owner's Name: Carl Grenadier

Address: 24255 W 13 mile Rd ste 220

City: Bingham farms State: Michigan Zip: 48025

Term of the Lease, with details of the lease: 2004 - indefinite

13. Please provide Landlord references for the past 10 years, for existing building locations:

A. Name: Same landlord, been here 20 years.

Address: 24255 W 13 mile Rd Ste 220

City: Bingham farms State: Michigan Zip: 48025



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

B. Name: _____

Address: _____

City: _____ State: _____ Zip: _____

C. Name: _____

Address: _____

City: _____ State: _____ Zip: _____

14. If you presently own the building, but it is subject to a mortgage or being purchased under a land contract, please answer the following:

Name of the Mortgage / Land Contract Holder: _____

Address: _____

City: _____ State: _____ Zip: _____

Balance Owning: _____ Repayment Terms (including interest rate): _____

15. If the license is granted, will any of the following occur: (If not, you can mark N/A next to each and proceed to #16)

A. Renovation to the building? If yes, explain: NO

B. Estimated costs of renovations? None

C. Will the patron capacity increase? If yes, by how many NO

D. Will the number of employees be increased? If yes, by how many NO

16. Have you ever been involved in a lawsuit, legal proceedings, or administrative hearings related to improper training, over-serving customers alcoholic beverages or been cited for any Health Department Violations in any jurisdiction? Yes No
If yes, please explain below in detail (include dates, locations, case numbers and dispositions)

17. If the business for which the liquor license does not presently exist, please complete the following items:

A. Location of the proposed site? _____

B. Size of the facility to be built? _____

C. Estimated cost of the facility? _____

D. Expected staff requirements? _____

E. Expected patron capacity? _____

F. Expected parking capacity needed? _____



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

G. What will be the business? Restaurant / Bar primary purpose of the

Does the property have the necessary zoning? Yes

H. Has a building permit been issued? Yes

I. Will the facility be built if a license is not granted? No

J. Describe the proposed facilities in detail: (Use additional sheets if needed) food sales, liquor sales, beer and wine sales

18. Total costs of leaseholder improvements? None

19. Total costs of building improvements? None

20. Total cost of equipment? 180,000 equipment costs

21. Can living quarters be reached from inside of the establishment, without going outside? Yes No

22. Are gas pumps on the premises or directly adjacent? Yes No

23. Does the business possess a license from the Michigan Bureau of Lottery? Yes No

If yes, please attach a copy of the license.

24. Does the business possess any other type of license issued by any other government agency? Yes No

If yes, please attach a copy of the license.

SECTION 3:

1. As was stated earlier in the application form, the Charter Township of Ypsilanti will use certain criteria in determining the most eligible applicants. Amongst that criteria are the following items:

- A. The location of the building should be easily accessible and adjacent to the populated areas of the township.
- B. Is the business to be located on, or adjacent, to major traffic arteries?
- C. The size and patron capacity of the facility.
- D. The number of jobs to be created by the business

2. Why do you believe that you should be granted a liquor license? to give a full complete service as a restaurant with liquor sales.

3. Have you, or any of the applicants, ever been convicted of a crime, including moral turpitude, violence or alcohol violations? If yes, please explain and include locations, case numbers and disposition: Yes No

4. Are you disqualified to receive a license by reason, or any matter or thing, contained in the Charter Township of Ypsilanti Liquor License or laws of the State of Michigan? Yes No



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

5. Please provide a statement that you will not violate any of the laws of the State of Michigan, the United States of American, or any

Ordinances of the Charter Township of Ypsilanti in the conduct of your business: I will not violate any law of the State of Michigan or any ordinance of the Charter Township of Ypsilanti.

6. Fingerprints of the applicant, manager, and officers in the case of a club, society or corporation must be on file with the Washtenaw County Sherriff's Office prior to your approval. Have you completed this requirement? Yes No

If yes, please provide a receipt, or proof, of your adherence.

SECTION 4: (FOR NEW BUSINESSES ONLY)

1. Please provide a copy of your franchise agreement, including a copy of all financials (if applicable): _____
2. What is the total cost of investment? _____
3. What is the total cost of equipment? _____
4. Please identify all major sources of capital for the business: _____

5. Please provide a description of any training or experience related to managing or owning a business, administering a business's finances, or working in a business with a liquor license:

6. Projected annual food sales: _____
7. Projected annual liquor sales: _____
8. How many staff members do you expect to employ: _____ Full time _____ Part time

SECTION 5: (FOR EXISTING OR CURRENTLY OWNED BUSINESS ONLY)

1. Please provide a copy of your franchise agreement (if applicable)
2. What is the length of time that this business has been in operation? 20 years
3. What is the total cost of investment? 350,000.
4. What is the total cost of the building? 500,000.
5. What are the annual food sales? 960,000 yearly
6. What are the projected liquor sales? 360,000 yearly
7. Does the business have any existing loans or debts? Yes No If yes, please explain: _____



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

8. How many current full-time / part-time employees do you expect to add if approved for a liquor license?

Full-Time: 6 Part-Time: 2 Projected New Employees: 2 new

9. Has the business ever had State or Federal Tax Liens filed against it? Yes No If yes, please explain:

SECTION 6:

1. The following questions must be answered by each and every member, partner, or shareholder of greater than 10% of stock, as applicable. (Attach additional pages if necessary)

First Name: Jesus Middle: Arellano Last: _____

Position held in the organization: owner / partner Amount of stock owned: 100%

Address: 153 Antler Ln

City: Troutville State: VA Zip: 24175

Cell / Home Phone: 540-541-8860 Business Phone: 734 340 4111

2. Are you a resident of Michigan: Yes No If yes, how long have you lived in Michigan? _____

3. List all previous names, or alias, that you have used at any time: None

4. Have you ever filed for personal bankruptcy protection: Yes No

5. If yes, please provide the dates the bankruptcy action was filed and closed, the disposition of the bankruptcy, and the chapter under which the bankruptcy was conducted:

6. Has any company in which you were a sole proprietor, partner, member or owner of more than 10% of stock ever filed for bankruptcy protection? Yes No

7. If yes, please provide the dates the bankruptcy action was filed and closed, the disposition of the bankruptcy, and the chapter under which the bankruptcy was conducted:

8. Have you ever had State or Federal Tax Liens filed against you: Yes No If yes, please explain: _____



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

8. How many current full-time / part-time employees do you expect to add if approved for a liquor license?

Full-Time: 6 Part-Time: 2 Projected New Employees: 2 new

9. Has the business ever had State or Federal Tax Liens filed against it? Yes No If yes, please explain:

SECTION 6:

1. The following questions must be answered by each and every member, partner, or shareholder of greater than 10% of stock, as applicable. (Attach additional pages if necessary)

First Name: Martin Middle: _____ Last: Alvarez

Position held in the organization: owner / partner Amount of stock owned: 40%

Address: 104 Rowley Ct

City: Ypsilanti State: MI Zip: 48198

Cell / Home Phone: 330 623 0506 Business Phone: 734 340 4111

2. Are you a resident of Michigan: Yes No If yes, how long have you lived in Michigan? 12 years

3. List all previous names, or alias, that you have used at any time: _____
None

4. Have you ever filed for personal bankruptcy protection: Yes No

5. If yes, please provide the dates the bankruptcy action was filed and closed, the disposition of the bankruptcy, and the chapter under which the bankruptcy was conducted:

6. Has any company in which you were a sole proprietor, partner, member or owner of more than 10% of stock ever filed for bankruptcy protection? Yes No

7. If yes, please provide the dates the bankruptcy action was filed and closed, the disposition of the bankruptcy, and the chapter under which the bankruptcy was conducted:

8. Have you ever had State or Federal Tax Liens filed against you: Yes No If yes, please explain: _____



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

SECTION 7:

1. Please list below ALL employer(s) and ALL occupations for the past 10 years.

Employer	Occupation	Date of Service
la Fuente	owner/manager	20 - present
Dos Fuentes	owner/manager	20 - present

2. Please give the names, addresses and telephone numbers of three (3) citizens who know your reputation in the community in which you have lived and done business during the past 10 years.

Name: Jesus Arellano

Address: 153 Antler In

City: troutville State: VA Zip: 24175

Name: Alegra Garcia Garcia

Address: 4792 washtenaw Ave

City: Ann Arbor State: MI Zip: 48108

Name: Pedro Chay Pot

Address: 4792 washtenaw Ave

City: Ann Arbor State: MI Zip: 48108

3. Do you or any member of your immediate family hold a license for the sale of alcoholic beverages at the present time, either as an individual, membership of a partnership or LLC or shareholder of at least 10% in a corporation? Yes No

If yes, please list the type of license: _____

Also, please list below the name in which the license is issued and the relationship to you:

Name: _____ Relationship to you: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

4. Have you, or any member of your immediate family, previously held a license or any interest in a license for the sale of alcoholic beverages in the State of Michigan, or anywhere else in the United States? Yes No If yes, please list below the type of license and also list the name in which the license was issued and the relationship to you:

Name: _____ Relationship to you: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

Please briefly describe restaurant, lounge, etc.) in

the type of establishment (bar, detail: _____

Restaurant / Bar sales / Food sales

SECTION 8:

1. Waiver and Release

I (applicant), Martin Alvarez Sosa, authorize the Charter Township of Ypsilanti to investigate all statements contained in this Application including but not limited to employment and income verification, references, to obtain credit reports and/or criminal history, and to periodically update this information if (name of business establishment here) La Fuente Inc is granted a license for as long as it conducts business in connection with the license in the Charter Township of Ypsilanti, I expressly authorize the Charter Township of Ypsilanti, or the Township's agent (including a collection agency) to obtain consumer credit reports, and hereby waive any claim against the Charter Township of Ypsilanti incident to obtaining consumer credit reports and release the Charter Township of Ypsilanti from any liability connected therewith.

Signature of Applicant: _____

Printed Name of Applicant: Martin Alvarez Sosa

Date: February 12 2024

2. I (applicant), Martin Alvarez Sosa, agree that should the Charter Township of Ypsilanti approve my application for the license for which I have applied, that my intent is to operate the business listed in this application within the boundaries of the Charter Township of Ypsilanti, and should I decide to sell my business, cease operations or in any other way I will return the license to the Charter Township of Ypsilanti forthwith at no cost whatsoever to the Charter Township of Ypsilanti.

Signature of Applicant: _____ Date: Feb, 12, 2024

Printer Name of Applicant: Martin Alvarez Sosa

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**YPSILANTI
TOWNSHIP**
— WHERE YOUR FUTURE GROWS —

3. I hereby authorize the Charter Township of Ypsilanti, its agents, and employees, to seek information and conduct an investigation into the truth of the statements set forth in this application, and the qualifications of the applicant for the license, and I will execute any waivers or authorizations for the release of information deemed necessary or expedient by the Charter Township of Ypsilanti upon request. I understand that the Charter Township of Ypsilanti may deny this application, or make approval contingent on the completion of one or more additional requirements, which may include providing the Charter Township of Ypsilanti with a personal or business credit card history from a credit reporting agency, executing an agreement restricting the transfer or use of the liquor license applied herein, or any other requirement deemed necessary or expedient by the Charter Township of Ypsilanti.

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

I, (name of applicant) Martin Alvarez Sosa, hereby declare under penalty of perjury that the foregoing information in the application is true and correct; that I have fully understood each of the questions; and that I understand any falsification or omission is grounds for denial or if issued a license grounds for revocation or recommendation for non-renewal.

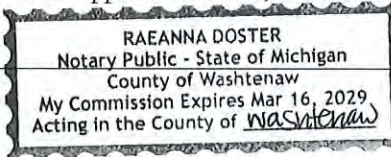
Signature of Applicant: [Handwritten Signature]

Printed Name of Applicant: Martin Alvarez Sosa

On the 12th day of February, 2024, Martin Alvarez Sosa
(Name)

did appear before me, as a Notary Public, in and for said County, and being duly sworn by me, did state (s)he is the applicant of the within application, and that the information contained within the application is true, correct and complete.

[Handwritten Signature]
Notary Public Raeanna Doster



Acting in Washtenaw County, Michigan

My Commission expires on: 03/16/2029

4. I hereby certify that the above information and answers in this application are true and correct, and that I have read, and am aware, of the provisions of the Charter Township of Ypsilanti Ordinance #99-211 and #99-212 pertaining to liquor licenses and enforcement:

Applicant's Signature: _____ Date: _____

Applicant's Printed Name: _____ Date: _____

Receipt#: _____ Amount: _____ Date: _____

FEE SCHEDULE

(Effective March, 11th, 2020)

New On-Premises License (such as a Class C, Hotel A, Hotel B, Tavern, etc.)	\$5,000.00
New Manufacturing or Non-Retail License with On-Premise Permit (such as a Micro-Brewer and Wine Maker)	\$5,000.00
Transfer of Location & Ownership of an Existing On-Premise License	\$5,000.00
Transfer of Location and Ownership of an Existing On-Premises License (previously approved outside of the Charter Township of Ypsilanti)	\$5,000.00
Transfer of Location of an Existing On-Premise License (previously approved by the Charter Township of Ypsilanti)	\$2,500.00
Transfer of Ownership of an Existing On-Premise License (previously approved by the Charter Township of Ypsilanti)	\$2,500.00
Other Changes (Stock Ownership, Addition of Space, Deletion of a Partner, etc.)	\$1,500.00
Other Changes, not specified	\$1,500.00
License Renewal Fee (Building Inspection, Fire Inspection, Liquor Control Officer Inspection, etc.)	\$150.00

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FOR CHARTER TOWNSHIP OF YPSILANTI CLERK'S OFFICE USE ONLY:

Date Received (Clerk's Office Staff Member's Name): 2-13-21 L. Stanfield

Application Packet Received By (Clerk's Office Staff Member's Name): No fee charged at this time per Stan Eldridge.

Date Fee Paid (Clerk's Office Staff Member's Name): _____

Fee Received By (Clerk Office Staff Member's Name): _____

Second Amendment to Lease

This Second Amendment to Lease ("Amendment") is entered into to be effective this _____ day of _____, 2022, between Paint Creek North, LLC, a Michigan limited liability company f/k/a Ayn Corners L.L.C. ("Landlord") and La Fuente, Inc., a Michigan corporation ("Tenant").

WHEREAS, the parties previously entered into a Lease dated March 2, 2004, in regards to the premises located at 1926-1930 Whittaker Road, Ypsilanti, Michigan 48197 ("Premises"); and

WHEREAS, the premises which initially had two store fronts with an address of 1926 and 1930 Whittaker Road, have since been consolidated into one space with an address of 1930 Whittaker Road, Ypsilanti, Michigan 48197; and

WHEREAS, as required by the Michigan Liquor Control Commission it is necessary to amend the lease on the terms and conditions as herein contained.


NOW THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties amend the Lease as follows:

1. The current Landlord is Paint Creek North, LLC, a Michigan limited liability company f/k/a Ayn Corners, L.L.C.
2. The address of the leased premises is 1930 Whittaker Road, Ypsilanti, Michigan 48197.
3. The lease commencement date was originally the earlier of One Hundred Twenty (120) days from the date Landlord delivers space to Tenant or when Tenant opens for business. Landlord delivered space to Tenant on March 2, 2004 and the lease commencement date was 120 days thereafter, which date was June 2, 2004.
4. Except as herein stated, the Lease as originally executed is hereby ratified and confirmed in its entirety and shall remain in full force and effect in accordance with its terms.
5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same amendment.
6. All capitalized terms shall have the meanings ascribed to them in the Lease.

This Second Amendment to Lease is executed to be effective the day and year first above written.

Landlord:

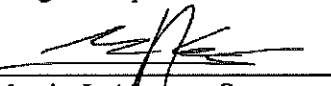
Paint Creek North, LLC,
a Michigan limited liability company

By: 

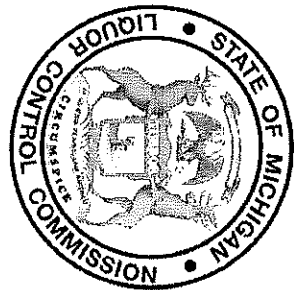
Its: MEMBER

Tenant:

La Fuente, Inc.
A Michigan corporation

By: 
Martin I. Alvarez-Sosa

Its: Director



STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This is to certify that a License is hereby granted to the person(s) named with the stipulation that the licensee is in compliance with Commission Rule R 436.1003, which states that a licensee shall comply with all state and local building, plumbing, zoning sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Issuance of this license by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

This License is granted in accordance with the provisions of Act 58 of the Public Acts of 1998 and shall continue in force for the period designated unless suspended, revoked, or declared null and void by the Michigan Liquor Control Commission. Failure to comply with all laws and rules may result in the revocation of this license.

THIS LICENSE SUPERSEDES ANY AND ALL OTHER LICENSES ISSUED PRIOR TO MAY 1, 2023

FILE NUMBER:

BUSINESS ID: 0277061
LA FUENTE, INC.
D/B/A

1930 WHITTAKER RD,
YPSILANTI, MI 48197-9432
WASHTENAW COUNTY
D-210
YPSILANTI TWP

LICENSE # L-000452345
CLASS C
ACT: N/A

L-000452344 Specially Designated Merchant N/A

TOTAL BARS: OUTDOOR SERVICE AREA: ROOMS:
DIRECT-CONNECTIONS: PASSENGERS:

PERMIT
Sunday Sales (PM): Class C - Spirits & Mixed Spirit Drink, Dance, Sunday Sales (PM): SDM - Mixed Spirit Drink, Sunday Sales (AM)

IN WITNESS WHEREOF:
this License has been duly signed and sealed by both the Michigan Liquor Control Commission and the Licensee(s).

LIQUOR CONTROL COMMISSION

Pat Campbell

Debra Miller

John B. ...

Dea ...

And ...

LICENSEE(S) SIGNATURE(S)

[Signature]

2023

2024

LICENSE EFFECTIVE MAY 1, 2023 - EXPIRES APRIL 30, 2024

NOTICE
FOR YOUR SAFETY
OCCUPANCY
IS LIMITED TO

150

PERSONS
BY ORDER OF
FIRE MARSHAL
CHARTER TOWNSHIP OF YPSILANTI
KEEP POSTED UNDER PENALTY OF LAW



Philip Stachlewitz

Fire Marshal

June 11, 2008



MEMORANDUM

To: Charter Township Board of Trustees

From: Township Liquor Committee (Treasurer Eldridge, Trustees Swanson & Newman)

CC: William D. Winters, Township Legal Counsel

Date: March 13, 2024

RE: **Recommendation of the Charter Township of Ypsilanti Liquor Committee to approve the SDM (Specially Designated Merchant) License for the Family Dollar store.**

The Charter Township of Ypsilanti Liquor Committee is recommending that the Charter Township of Ypsilanti Board of Trustees move to approve the SDM License for the Family Dollar store, located at 1821 East Michigan Avenue.

The committee recently met with the representatives of Family Dollar, and they provided an explanation as to both why and how they intend to utilize the SDM License for moving forward. The committee was advised that the store:

1. Will not be selling discounted beer, nor wine.
2. Will not be placing advertisements for those products on the store windows.

This SDM License has been previously approved by the State of Michigan Liquor Control Commission.

Respectfully submitted,

Charter Township of Ypsilanti Liquor Committee

Township Liquor Committee

Stan Eldridge Township Treasurer
John Newman II Township Trustee
Debbie Swanson Township Trustee



**YPSILANTI
TOWNSHIP**
— WHERE YOUR FUTURE GROWS —

7200 S. Huron River Drive
Ypsilanti, Michigan 48197
(734) 544 – 4000
(734) 484 – 5155 FAX
www.ypsilantitownship.org

LIQUOR LICENSE APPLICATION PROCESS & FORM

LICENSING POLICY:

This policy establishes an application and review process for the issuance of both new and the transfer of existing licenses into the Charter Township of Ypsilanti, or between or among applicants. The process is intended to insure that the individuals and entities seeking licenses from, or charged with operating licensed establishments within, the Charter Township of Ypsilanti meet certain minimum requirements as to criminal history, past conduct, and ongoing business operations standards. It requires that the Charter Township Liquor Committee’s review of application information in light of certain criteria that is established for purposes of identifying the kinds of facilities that qualify for a license. It reserves to the Charter Township of Ypsilanti any, and all, discretion afforded under applicable law relating to the issuance of licenses.

As a general matter of policy, applicants for a license will need to demonstrate an identifiable benefit to the Charter Township of Ypsilanti and its residents resulting from the granting of the license. While all of the criteria set forth in this policy are relevant to the decision as to whether to grant a license, an applicant must demonstrate in particular that the proposed facility:

1. Will provide a service product, or function that is not presently available within the Charter Township of Ypsilanti, or that would be unique to the Charter Township of Ypsilanti, or to an identifiable area within the Charter Township of Ypsilanti.
2. Is of a character that will foster or generate economic development or growth within the Charter Township of Ypsilanti, or an identifiable area within the Charter Township of Ypsilanti, in a manner consistent with the Charter Township of Ypsilanti’s policies; or,
3. Represents an added financial investment on the part of a long-term business or resident with recognized ties to the Charter Township of Ypsilanti and the local community.
4. Will have a positive impact on surrounding businesses and neighborhoods.
5. Will have an appropriate relationship between area buildings and land uses.
6. Will have a positive impact pedestrian movement, vehicular movement, parking availability and crowd control in the immediate area.
7. Will not create an improper concentration of licenses, concentration and capacity of similar establishments in the same area.
8. Will not create a concentration of drinking establishments and have a negative impact on policing requirements.
9. Will create an overall benefit to the Charter Township of Ypsilanti.
10. Will not create any other factors that may affect health, safety and welfare or the best interests of the community.

The weight to be given to each item of the criteria identified in this application, and the determination whether a particular applicant meets or satisfies those criteria is intended to be within the sole discretion of the Charter Township of Ypsilanti Liquor Committee, and ultimately the Charter Township of Ypsilanti Board of Trustees.

The Township Board of Trustees for the Charter Township of Ypsilanti is responsible to the residents of the township. Therefore, liquor licenses will be granted when it is in the best interest of the citizens of the township to do so. Those applications which indicate substantial benefit to the citizens of the township will receive the highest consideration. The application will indicate the criteria to determine the most eligible applicants.



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

REQUIREMENTS AND PROCEDURES:

1. Complete the Michigan Liquor Control Commission Application. You can contact the M.L.C.C. in Lansing at 517-322-1400, or toll free at 1-866-813-0011.
2. The applicant shall fully complete the Charter Township of Ypsilanti Liquor License Application Form and return to the Charter Township of Ypsilanti Clerk's Office.
3. The applicant shall attach with the Liquor License Application Form a **cover letter** that will provide an overview of the request being made.
4. The applicant shall attach a **non-refundable application fee** of \$2,500.00, plus \$200.00 for each person with a financial or management interest in the application including, but not limited to, partnership partners, corporate officers and directors. Please make the check payable to the Charter Township of Ypsilanti.
5. ***Site Plan** – (1 copy – signed and sealed by a registered architect/engineer). If the facility is to be located in a proposed building for which the site plan has not yet been obtained, or in an existing building that is to be remodeled, you must submit a conceptual site plan showing the proposed building and the relationship of the building to the surrounding properties and their uses.
6. **Zoning** – The applicant shall provide a copy of the Zoning Permit or Clearance from the Building Director that the proposed location is in compliance with the Charter Township of Ypsilanti Zoning Ordinance.
7. **Certificate of Occupancy** – The applicant shall provide a Certificate of Occupancy, or similar clearance, from the Charter Township of Ypsilanti Building Director that the structure and premises are in compliance with local code provisions.
8. **Taxes** – The applicant shall provide written evidence from the Charter Township of Ypsilanti Treasurer's Office that all real and personal property taxes associated with the premises are paid and that all real and personal property taxes in the name of the applicant are paid.
9. **Adherence Part 1** – The applicant shall provide a written, and signed, statement that they will not violate any laws of the State of Michigan, nor the ordinances of the Charter Township of Ypsilanti, in conducting the business where the liquor license will be used and that a violation on the premises may be cause for the Charter Township of Ypsilanti objecting to renewal of the license or for requesting revocation of the license.
10. **Adherence Part 2** – The applicant shall provide a written statement that they understand that the Charter Township of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be cause for objecting to renewal of the license, or requesting the revocation of the license.
11. ***Building Façade Plan** – (1 copy – signed and sealed by a registered architect/engineer) – all sides, including signage. If the proposed building final site plan has been previously approved by the Charter Township of Ypsilanti Planning and Community Development Department and there are **no** changes, then please submit a letter of verification stating there will be no such changes along with this application.
12. ***Interior Plan with seating arrangement** (1 copy – signed and sealed by a registered architect/engineer). If the proposed interior has been previously approved by the Charter Township of Ypsilanti Building Department and there are no changes, then please submit a letter of verification stating there will be **no** such changes along with this application.
13. **Redevelopment Applicants ONLY** – The applicant shall provide documentation that the applicant has invested at least \$100,000 for the rehabilitation or restoration of the building over a period of the preceding five (5) years, or documentation that the applicant has, or will commit, a capital investment of at least \$100,000 that will be expended for rehabilitation or restoration of the building before the license is issued.



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

14. **Menu** – The applicant shall provide one (1) full copy of the menu, drink list, etc.

*No site plan, building façade plan, interior plan or any part thereof, may be changed by the applicant once they have secured approval in conjunction with the Charter Township of Ypsilanti liquor licensing process. The applicant must submit separate plans and fees as required by other Charter Township of Ypsilanti departments and consultants in accordance with standard review procedures, if applicable.

*Please note that approval of the Charter Township of Ypsilanti Liquor Committee, or the Charter Township of Ypsilanti Board of Trustees DOES NOT take the place of, or avoid, any permitting processes of the Charter Township of Ypsilanti, including, but not limited to Building, Zoning, Fire, ADA, etc. Significant issues with regards to non-conforming uses may arise after the applicant properly submits detailed plans for such construction and/or permits.

SPECIAL CIRCUMSTANCES:

Transfers that involve the following circumstances may be placed on a Charter Township Board of Trustees Agenda for consideration without payment of a fee and without the necessity of furnishing the information required for a new license:

- (1) The exchange of the assets of a licensed sole proprietorship, licensed general partnership, or licensed limited partnership for all outstanding shares of stock in a corporation in which the sole proprietor, all members of the general partnership, or all members of the limited partnership are the only stockholders of that corporation.
- (2) The removal of a member of a firm, a stockholder, a member of a general partnership or limited partnership, or association of licensees from a license.
- (3) The occurrence of any of the following events:
 - (a) A corporate stock split of a licensed corporation.
 - (b) The issuance to an existing stockholder of a licensed corporation of a previously unissued stock as compensation for services performed.
 - (c) The redemption by a licensed corporation of its own stock.
 - (d) A corporate public offering.

OTHER:

Should an application be denied by the Liquor Committee, or by the Charter Township of Ypsilanti Board of Trustees, the application packet shall be retained by the Charter Township of Ypsilanti per State of Michigan Retention Laws. Once that time frame has expired, the application and any attached documents shall be destroyed.

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Township Liquor Committee

Stan Eldridge Township Treasurer 7200 S. Huron River Drive



LIQUOR LICENSE

APPLICATION

FORM

Application must be completed, in full, by the Managing Partner / Member, or other Officer authorized in writing to make decisions on behalf of the organization.

SECTION 1:

Name: Harry Spencer Date of Birth: 02/10/1979

Home Address: 509 Woodards Ford Rd Phone: 757-321-5493 Place of Birth: Chicago, IL

City: Chesapeake State: VA Zip: 23322 Citizenship: _____

Position in Company: Assistant Secretary Email Address: ab-licensing@dollartree.com

Name of Business: Family Dollar Stores of Michigan, LLC

Address of Business: 500 Volvo Parkway, Chesapeake, VA 23320

Trade Name (DBA) under which the establishment will be operated (if different from above): Family Dollar #22222

1821 E. Michigan Avenue, Ypsilanti, MI 48198

Federal Tax I.D. Number: 56-0991920

Type of License: (Check One)

- Class C A-Hotel B-Hotel Tavern Club Re-Development Class G-1, G-2
- Resort Brewer Brew-Pub Micro-Brewery On-Premise Tasting Room Small Winemaker
- Small Distiller Brandy Manufacturer Transfer

Type of Permits:

- Sunday Sales Add Bar Entertainment Sales Outdoor Sales & Service Area SDD and/or SDM (incurs no fee)
- Before/After Hours for: _____ Dance and Entertainment Permit Beer & Wine Tasting

1. Will the Applicant operate the establishment? Yes No
2. Mailing Address of Establishment (if different from above)

Mailing Address: 500 Volvo Parkway, Attn: Alcohol/Tobacco Team

City: Chesapeake State: VA Zip: 23320

3. Form of Business:

- Sole Proprietorship Partnership Corporation Limited Liability Association Company
- Club Other _____

Please provide copies of: DBA Certificate, Article of Incorporation, Articles of Organization, Bylaws, and any other written agreements that are applicable, as well as previous three years State sales tax filing.



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

SECTION 2:

1. Please briefly describe the type, and name, of establishment (bar, restaurant, lounge, etc.)

Discount retail grocery store

2. The business has been in operation for 29 years.

A. Capacity of business for that time period? _____

3. Primary purpose of business? (Beer / Tavern, Micro Brewery, etc.) Discount Retail Grocery Store

4. Have you ever been granted a Michigan, or other state, liquor license? Yes No

If yes, please explain Please see attached list of licensed locations for Family Dollar Stores of Michigan, LLC

5. List the days, or intended days, of operation: 7 Days, 8 AM - 9 PM

6. List the hours, or intended hours, of operation: 7 Days, 8 AM - 9 PM

7. What is the present, or will be, the patron capacity? _____

8. What is the square footage of the building? 6730

9. How many employees are on your existing staff? 6 How many employees will be on your future staff? 6

10. If the license is granted, will the business stay in the same location? Yes No

11. Will the business be your fulltime employer? Yes No

12. Do you presently own the building? Yes No

If you do not own the building, please provide the following information, and a copy of the lease agreement, including financials:

Building Owner's Name: Ypsi Associates, LP

Address: 30300 Northwestern Highway, 1st Floor

City: Farmington Hills State: MI Zip: 48334

Term of the Lease, with details of the lease: Please see attached lease

13. Please provide Landlord references for the past 10 years, for existing building locations:

A. Name: N/A

Address: _____

City: _____ State: _____ Zip: _____



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

B. Name: _____

Address: _____

City: _____ State: _____ Zip: _____

C. Name: _____

Address: _____

City: _____ State: _____ Zip: _____

14. If you presently own the building, but it is subject to a mortgage or being purchased under a land contract, please answer the following:

Name of the Mortgage / Land Contract Holder: N/A _____

Address: _____

City: _____ State: _____ Zip: _____

Balance Owing: _____ Repayment Terms (including interest rate): _____

15. If the license is granted, will any of the following occur: (If not, you can mark N/A next to each and proceed to #16)

A. Renovation to the building? If yes, explain: N/A _____

B. Estimated costs of renovations? N/A _____

C. Will the patron capacity increase? If yes, by how many N/A _____

D. Will the number of employees be increased? If yes, by how many N/A _____

16. Have you ever been involved in a lawsuit, legal proceedings, or administrative hearings related to improper training, over-serving customers alcoholic beverages or been cited for any Health Department Violations in any jurisdiction? Yes No
If yes, please explain below in detail (include dates, locations, case numbers and dispositions)

17. If the business for which the liquor license does not presently exist, please complete the following items:

A. Location of the proposed site? N/A _____

B. Size of the facility to be built? N/A _____

C. Estimated cost of the facility? N/A _____

D. Expected staff requirements? N/A _____

E. Expected patron capacity? N/A _____

F. Expected parking capacity needed? N/A _____



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

G. What will be the business? N/A primary purpose of the

Does the property have the necessary zoning? N/A

H. Has a building permit been issued? N/A

I. Will the facility be built if a license is not granted? N/A

J. Describe the proposed facilities in detail: (Use additional sheets if needed) N/A

18. Total costs of leaseholder improvements? N/A

19. Total costs of building improvements? N/A

20. Total cost of equipment? N/A

21. Can living quarters be reached from inside of the establishment, without going outside? Yes No N/A

22. Are gas pumps on the premises or directly adjacent? Yes No N/A

23. Does the business possess a license from the Michigan Bureau of Lottery? Yes No N/A

If yes, please attach a copy of the license.

24. Does the business possess any other type of license issued by any other government agency? Yes No

If yes, please attach a copy of the license.

SECTION 3:

1. As was stated earlier in the application form, the Charter Township of Ypsilanti will use certain criteria in determining the most eligible applicants. Amongst that criteria are the following items:

- A. The location of the building should be easily accessible and adjacent to the populated areas of the township.
- B. Is the business to be located on, or adjacent, to major traffic arteries?
- C. The size and patron capacity of the facility.
- D. The number of jobs to be created by the business

2. Why do you believe that you should be granted a liquor license? Family Dollar Stores of Michigan, LLC holds many licenses across the state of Michigan to provide a convenient option for existing customers.

3. Have you, or any of the applicants, ever been convicted of a crime, including moral turpitude, violence or alcohol violations?

If yes, please explain and include locations, case numbers and disposition: Yes No

Officer Harry Spencer was convicted of a DUI in April of 2005 by the Virginia Beach PD.

This has since been fully resolved and Mr. Spencer remains in good standing with his community.

4. Are you disqualified to receive a license by reason, or any matter or thing, contained in the Charter Township of Ypsilanti Liquor License or laws of the State of Michigan? Yes No



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

5. Please provide a _____ statement that you will not violate any of the laws of the _____ State of Michigan, the United States of American, or any

Ordinances of the Charter Township of Ypsilanti in the conduct of your business: Family Dollar Stores of Michigan, LLC will not violate any laws of the State of Michigan, the United States of America, or any Ordinances of the Charter Township of Ypsilanti in the conduct of business.

6. Fingerprints of the applicant, manager, and officers in the case of a club, society or corporation must be on file with the Washtenaw County Sherriff's Office prior to your approval. Have you completed this requirement? Yes No

If yes, please provide a receipt, or proof, of your adherence.

SECTION 4: (FOR NEW BUSINESSES ONLY)

1. Please provide a copy of your franchise agreement, including a copy of all financials (if applicable):

2. What is the total cost of investment? N/A

3. What is the total cost of equipment? N/A

4. Please identify all major sources of capital for the business: N/A

5. Please provide a description of any training or experience related to managing or owning a business, administering a business's finances, or working in a business with a liquor license:

N/A

6. Projected annual food sales: N/A

7. Projected annual liquor sales: N/A

8. How many staff members do you expect to employ: N/A Full time N/A Part time

SECTION 5: (FOR EXISTING OR CURRENTLY OWNED BUSINESS ONLY)

1. Please provide a copy of your franchise agreement (if applicable)

2. What is the length of time that this business has been in operation? This location has been open since 1994

3. What is the total cost of investment? N/A

4. What is the total cost of the building? N/A

5. What are the annual food sales? \$267,663

6. What are the projected liquor sales? \$44,321

7. Does the business have any existing loans or debts? Yes No If yes, please explain: _____



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

8. How many current full-time / part-time employees do you expect to add if approved for a liquor license?

Full-Time: N/A Part-Time: N/A Projected New Employees: N/A

9. Has the business ever had State or Federal Tax Liens filed against it? Yes No If yes, please explain:

SECTION 6:

1. The following questions must be answered by each and every member, partner, or shareholder of greater than 10% of stock, as applicable. (Attach additional pages if necessary) **Please see attached list of officers owning 0%**

First Name: _____ Middle: _____ Last: _____

Position held in the organization: _____ Amount of stock owned: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell / Home Phone: _____ Business Phone: _____

2. Are you a resident of Michigan: Yes No If yes, how long have you lived in Michigan? _____

3. List all previous names, or alias, that you have used at any time: _____

4. Have you ever filed for personal bankruptcy protection: Yes No

5. If yes, please provide the dates the bankruptcy action was filed and closed, the disposition of the bankruptcy, and the chapter under which the bankruptcy was conducted:

6. Has any company in which you were a sole proprietor, partner, member or owner of more than 10% of stock ever filed for bankruptcy protection? Yes No

7. If yes, please provide the dates the bankruptcy action was filed and closed, the disposition of the bankruptcy, and the chapter under which the bankruptcy was conducted:

8. Have you ever had State or Federal Tax Liens filed against you: Yes No If yes, please explain: _____



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

SECTION 7:

1. Please list below **ALL** past 10 years. employer(s) and **ALL** occupations for the

<u>Employer</u>	<u>Occupation</u>	<u>Date of Service</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Please give the names, addresses and telephone numbers of three (3) citizens who know your reputation in the community in which you have lived and done business during the past 10 years.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

3. Do you or any member of your immediate family hold a license for the sale of alcoholic beverages at the present time, either as an individual, membership of a partnership or LLC or shareholder of at least 10% in a corporation? Yes No

If yes, please list the type of license: _____

Also, please list below the name in which the license is issued and the relationship to you:

Name: _____ Relationship to you: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

4. Have you, or any member of your immediate family, previously held a license or any interest in a license for the sale of alcoholic beverages in the State of Michigan, or anywhere else in the United States? Yes No If yes, please list below the type of license and also list the name in which the license was issued and the relationship to you:

Name: _____ Relationship to you: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

Please briefly describe restaurant, lounge, etc.) in

the type of establishment (bar, detail: _____

Discount retail grocery store

SECTION 8:

1. Waiver and Release

I (applicant), Harry Spencer, authorize the Charter Township of Ypsilanti to investigate all statements contained in this Application including but not limited to employment and income verification, references, to obtain credit reports and/or criminal history, and to periodically update this information if (name of business establishment here) Family Dollar #22222 is granted a license for as long as it conducts business in connection with the license in the Charter Township of Ypsilanti, I expressly authorize the Charter Township of Ypsilanti, or the Township's agent (including a collection agency) to obtain consumer credit reports, and hereby waive any claim against the Charter Township of Ypsilanti incident to obtaining consumer credit reports and release the Charter Township of Ypsilanti from any liability connected therewith.

Signature of Applicant: _____

Printed Name of Applicant: Harry Spencer

Date: _____

2. I (applicant), Harry Spencer, agree that should the Charter Township of Ypsilanti approve my application for the license for which I have applied, that my intent is to operate the business listed in this application within the boundaries of the Charter Township of Ypsilanti, and should I decide to sell my business, cease operations or in any other way I will return the license to the Charter Township of Ypsilanti forthwith at no cost whatsoever to the Charter Township of Ypsilanti.

Signature of Applicant: _____

Date: 12/29/23

Printer Name of Applicant: Harry Spencer

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YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

3. I hereby authorize the Charter Township of Ypsilanti, its agents, and employees, to seek information and conduct an investigation into the truth of the statements set forth in this application, and the qualifications of the applicant for the license, and I will execute any waivers or authorizations for the release of information deemed necessary or expedient by the Charter Township of Ypsilanti upon request. I understand that the Charter Township of Ypsilanti may deny this application, or make approval contingent on the completion of one or more additional requirements, which may include providing the Charter Township of Ypsilanti with a personal or business credit card history from a credit reporting agency, executing an agreement restricting the transfer or use of the liquor license applied herein, or any other requirement deemed necessary or expedient by the Charter Township of Ypsilanti.

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

I, (name of applicant) Harry Spencer, hereby declare under penalty of perjury that the foregoing information in the application is true and correct; that I have fully understood each of the questions; and that I understand any falsification or omission is grounds for denial or if issued a license grounds for revocation or recommendation for non-renewal.

Signature of Applicant: [Signature]

Printed Name of Applicant: Harry Spencer

On the 29th day of December, 2023, Harry Spencer
(Name)

did appear before me, as a Notary Public, in and for said County, and being duly sworn by me, did state (s)he is the applicant of the within application, and that the information contained within the application is true, correct and complete.

[Signature]
Notary Public

Acting in Chesapeake City, Virginia
County, Michigan

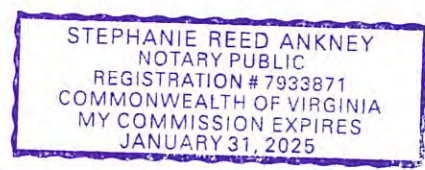
My Commission expires on: 1/31/2025

4. I hereby certify that the above information and answers in this application are true and correct, and that I have read, and am aware, of the provisions of the Charter Township of Ypsilanti Ordinance #99-211 and #99-212 pertaining to liquor licenses and enforcement:

Applicant's Signature: [Signature] Date: 12/29/23

Applicant's Printed Name: Harry Spencer Date: _____

Receipt#: _____ Amount: _____ Date: _____



FEE SCHEDULE

(Effective March, 11th, 2020)

New On-Premises License (such as a Class C, Hotel A, Hotel B, Tavern, etc.)	\$5,000.00
New Manufacturing or Non-Retail License with On-Premise Permit (such as a Micro-Brewer and Wine Maker)	\$5,000.00
Transfer of Location & Ownership of an Existing On-Premise License	\$5,000.00
Transfer of Location and Ownership of an Existing On-Premises License (previously approved outside of the Charter Township of Ypsilanti)	\$5,000.00
Transfer of Location of an Existing On-Premise License (previously approved by the Charter Township of Ypsilanti)	\$2,500.00
Transfer of Ownership of an Existing On-Premise License (previously approved by the Charter Township of Ypsilanti)	\$2,500.00
Other Changes (Stock Ownership, Addition of Space, Deletion of a Partner, etc.)	\$1,500.00
Other Changes, not specified	\$1,500.00
License Renewal Fee (Building Inspection, Fire Inspection, Liquor Control Officer Inspection, etc.)	\$150.00

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FOR CHARTER TOWNSHIP OF YPSILANTI CLERK'S OFFICE USE ONLY:

Date Received (Clerk's Office Staff Member's Name): _____

Application Packet Received By (Clerk's Office Staff Member's Name): _____

Date Fee Paid (Clerk's Office Staff Member's Name): _____

Fee Received By (Clerk Office Staff Member's Name): _____

OCCUPANCY CERTIFICATE

CHARTER TOWNSHIP OF YPSILANTI

7200 South Huron River Drive
Ypsilanti, MI 48197-7099

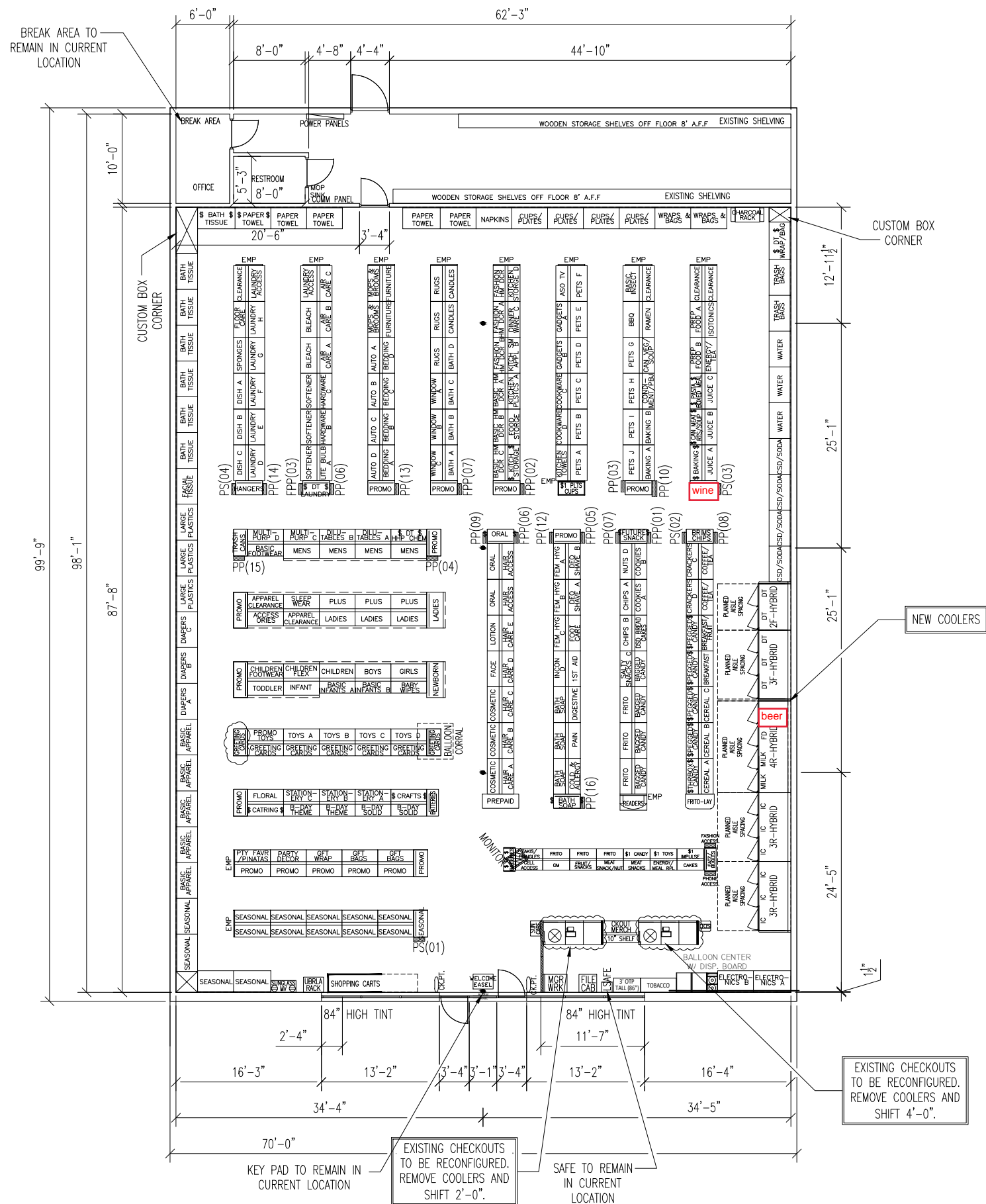
Date 11-4-94, 19

Permission is hereby granted to occupy a 1 story commercial bldg. on the side
of 1821 E. Mich. Ave. street between and streets on
Lot No. subdivision, Desc. Prop. Section
for PERM. months.

This permit is granted on the express condition that said building has or shall, in all respects, conform to the ordinances of the Charter Township of Ypsilanti, regulating the construction and occupancy of buildings, and may be revoked at any time upon violation of any provision of said ordinances.

Name Family Dollar Store Fee \$ N/A
Address 1821 E. Michigan Ave.
Ypsilanti, Mich.
Remarks 48198

Signed 
Community Development Coordinator



POWER PANEL LIST	
PP (03)	PETS - ACCESSORIES
PP (04)	BELTS & WALLETS
PP (06)	LITTLE TREE AIR FRESHENER
PP (07)	BODY SPRAY
PP (08)	TOYS
PP (09)	SPECIALTY BATH
PP (10)	PUZZLE BOOKS
PP (12)	LIP CARE
PP (13)	WORK GLOVES
PP (14)	SEWING NOTIONS
PP (15)	SHOE CARE
PP (16)	BEAUTY CARE
FPP (1-7)	FASHION
PS (1-4)	SEASONAL

NOTE-SELECT STORES WILL RECEIVE PROPANE & EXTERIOR ICE.

PM: FLEX APPAREL SECTIONS IN BETWEEN CATEGORIES

COOLERS ARE 4" OFF THE WALL DUE TO ELECTRICAL REQUIREMENTS

STORE WILL NOT RECEIVE FESDA

KNEE WALL @ 2'-1" A.F.F.
GLASS TO 9'-4" ABOVE KNEE WALL

STORE NUMBER	PROJECT NUMBER	LOCATION	FORMAT	START DATE	TOTAL INTERIOR SQ FT	SALES SQ FT	USABLE STOCK SQ FT	EXTERIOR SQ FT	AA HAIR CARE	AA	HISPANIC	CEILING HEIGHT	AGS	RISK CLASS	SECTION COUNT	DRAWN BY	PROJECT MANAGER	DATE
RENO 2222 22222	XXXXXX	YPSILANTI, MI	H2 LOW FOOD TEST	10/12/2020	6730	6020	575	6982	MEDIUM	MEDIUM	VERY LOW	11'-5"	272	2	269 23 EC	B.KOPPELMANN	N/A	9/10/2020

FAMILY DOLLAR
500 VOLVO PKWY | CHESAPEAKE, VA 23320
CONFIDENTIAL - FAMILY DOLLAR USE ONLY
PLEASE CHECK THE PLANOGRAM KIT FOR ANY FLOW RECEIVED AFTER THE LATEST DATE ON THE LAYOUTS. THIS SHOULD BE APPLIED TO MERCHANDISE PLAN.

MERCHANDISE PLAN
SENIOR PROJECT SUPERVISOR:
ANY QUESTIONS CONCERNING FIXTURES AND/OR ADJACENCIES PLEASE EMAIL: PMISSUES@FAMILYDOLLAR.COM

REVISIONS
B.KOPPELMANN-UPDATED FEM HY/INCON TO CORRECT OPTION. NO OTHER CHANGED MADE. MERCHANDISE CHANGE ONLY. SEP.21.2020

B.KOPPELMANN-GREETING CARDS AND PROMO SWAPPED AISLES, BALLOON CORRAL AND GREETING CARDS END CAP RELOCATED. PROMO END CAP RELOCATED SEP.22.2020
B.KOPPELMANN-ADDITIONAL 3FT.GREETING CARDS END CAP ADDED SEP.23.2020

21296	20640 8 Mile Road	Southfield	MI	48075
21432	14000 TELEGRAPH RD	DETROIT	MI	48239-2855
21509	1507 28 Mile Road	ALBION	MI	49224-9462
21592	27208 EUREKA RD	TAYLOR	MI	48180-4845
21638	14642 MACK AVE	DETROIT	MI	48215
21697	1253 1/2 LINCOLN RD	ALLEGAN	MI	49010-9706
21791	120 E. Broadway Avenue	Muskegon Heights	MI	49444-2102
22088	3513 Richfield Road	Flint	MI	48506-2609
22150	4126 E 9 Mile Road	WARREN	MI	48091-2578
22247	210 N MICHIGAN AVE STE 212	BIG RAPIDS	MI	49307-1404
22310	109 W PROSPECT	JACKSON	MI	49203-4233
22320	1436 W CHICAGO BLVD	TECUMSEH	MI	49286-8727
22345	5489 E APPLE AVE	MUSKEGON	MI	49442-3007
22366	148 S WAYNE RD	WESTLAND	MI	48186-4302
22446	G4386 S SAGINAW ST	BURTON	MI	48529-2001
22622	170 MEMORIAL DR	MANISTEE	MI	49660
22694	2700 PINE GROVE AVE	PORT HURON	MI	48060-2877
22703	16215 S US HIGHWAY 27	LANSING	MI	48906-5634
23095	1000 16th Avenue	Menominee	MI	49858-2854
23142	1620 142ND AVE	DORR	MI	49323-9427
23582	190 W WRIGHT PLACE	MARQUETTE	MI	49855
23613	655 24TH ST	PORT HURON	MI	48060-7306
23893	795 MARKET ST	HANCOCK	MI	49930
24095	5058 S WAVERLY RD	LANSING	MI	48911-2761
24542	4238 E 10 MILE RD	WARREN	MI	48091-1577
24564	7517 E 9 MILE RD	WARREN	MI	48091-2644
24759	23236 VAN BORN RD	DEARBORN HEIGHTS	MI	48125-2340
24760	5840 DIVISION AVE S	KENTWOOD	MI	49548-5753
24793	19030 FORT ST STE A	RIVERVIEW	MI	48193
24851	22635 ECORSE RD	TAYLOR	MI	48180-1850
24922	2027 MCKINLEY ST	LINCOLN PARK	MI	48146-2406
24959	35330 S GRATIOT AVE	CLINTON TOWNSHIP	MI	48035-2846
25010	16025 E 10 MILE RD	EASTPOINTE	MI	48021-1129
25052	870 W SHERMAN BLVD	MUSKEGON	MI	49441-3569
25265	389 E APPLE AVE	MUSKEGON	MI	49442-3465
25297	4803 E 8 MILE RD	WARREN	MI	48091-2767
25413	19737 MOUND RD	DETROIT	MI	48234-2569
25414	19848 JOY RD	DETROIT	MI	48228-2965

25439	20266 W SEVEN MILE RD	DETROIT	MI	48219-3469
25442	11630 GREENFIELD RD	DETROIT	MI	48227-2019
25449	1461 E APPLE AVE	MUSKEGON	MI	49442-3748
25492	2032 E CORK ST	KALAMAZOO	MI	49001-5025
25523	909 W HOLMES RD	LANSING	MI	48910
25547	8720 E 7 MILE RD	DETROIT	MI	48234-3600
25637	8031 W MCNICHOLS RD	DETROIT	MI	48221-2564
25703	13500 FORT	SOUTHGATE	MI	48195
25707	730 28TH ST SW	WYOMING	MI	49509-2965
25824	1261 PORTAGE ST	KALAMAZOO	MI	49001-3048
26004	12420 CONANT ST	DETROIT	MI	48212-2344
26009	1275 N BALLENGER HWY	FLINT	MI	48504-7519
26084	15800 GRAND RIVER RD	DETROIT	MI	48227-2229
26085	16401 HARPER AVE	DETROIT	MI	48224-2618
26199	12511 MORANG DR	DETROIT	MI	48224-1510
26209	2322 W GRAND BLVD #2340	DETROIT	MI	48208-1116
26235	14305 HARPER AVE	DETROIT	MI	48213-3682
26315	1357 W COLDWATER RD	FLINT	MI	48505-4829
26408	9585 SUNSET DR	HESPERIA	MI	49421-9581
26434	7070 GRATIOT AVE	DETROIT	MI	48207-1920
26502	12603 DEXTER AVE	DETROIT	MI	48238-3339
26572	8000 MICHIGAN AVE	DETROIT	MI	48210-2125
26597	460 4TH AVE N	GLADSTONE	MI	49837-1008
26980	507 N PARK ST	KALAMAZOO	MI	49007-3337
27011	8500 WOODWARD AVE	DETROIT	MI	48202-2237
27041	8443 DAVISON RD	DAVISON	MI	48423-2114
27122	7937 SCHAEFER RD	DEARBORN	MI	48126-1173
27139	24950 Outer Drive	Lincoln Park	MI	48146
27291	15495 SCHAEFER HWY	DETROIT	MI	48227-3339
27326	726 E MICHIGAN AVE	LANSING	MI	48912-1435
27329	5814 S PENNSYLVANIA AVE	LANSING	MI	48911-5229
27389	877 E 5th Ave	Flint	MI	48503-1741
27454	116 124TH AVE	SHELBYVILLE	MI	49344-9766
27558	165 MAPLE ST	WYANDOTTE	MI	48192-5927
27637	4421 M 99 S	Homer	MI	49245
27715	556 N. Cedar Street, # 100	Mason	MI	48854
27731	1244 East McDevitt Avenue	Jackson	MI	49203
27737	10550 Telegraph Road	Taylor	MI	48180-3372
27770	18845 Beech Daly Rd.	Redford	MI	48240

27783	4007 Pelham Street	Dearborn Heights	MI	48125-3100
27801	6006 N. Wayne Rd	Westland	MI	48185-7129
27898	408 W Maumee St.	Adrian	MI	49221-2026
28037	18040 E 9 Mile Road	Eastpointe	MI	48021-1867
28268	17830 Vernier Rd.	Harper Woods	MI	48225
28288	20720 Van Dyke Ave.	Warren	MI	48089-2944
28319	851 52nd St. SE	Kentwood	MI	49508-6001
28345	31240 Groesbeck Hwy.	Fraser	MI	48026-2517
28347	15181 Telegraph Rd.	Redford	MI	48239-3442
28360	28949 Northwestern Hwy	Southfield	MI	48034-1805
28392	22663 Greenfield Rd.	Southfield	MI	48075-3725
28410	36 W. 16th Street	Holland	MI	49423-3357
28423	14309-B Livernois Ave., Mercha	Detroit	MI	48238-2557
28492	25190 Van Born Rd.	Dearborn Heights	MI	48125-2009
28543	13690 Northline Rd.	Southgate	MI	48195-1803
28708	14318 Gratiot Avenue	Detroit	MI	48205-2305
28780	10130 West 7 Mile Rd	Detroit	MI	48221-1974
28811	109 44th Street SW	Wyoming	MI	49548
28815	13774 E 12 Mile Rd	Warren	MI	48088-3751
28821	25640 W. 8 Mile Rd.	Southfield	MI	48033-3749
28997	22200 West Grand River Avenue	Detroit	MI	48219
29036	18918 Telegraph Road	Romulus	MI	48174
29323	31410 W 8 Mile Road	Farmington Hills	MI	48336
30223	15200 East Warren Avenue	Detroit	MI	48224
30303	4645 W Vernor Highway	Detroit	MI	48209
30339	17241 E Warren Avenue	Detroit	MI	48224
30381	19340 W Warren Avenue	Detroit	MI	48228
30449	35090 Harper Avenue	Clinton Township	MI	48035
30628	23045 Schoenherr Road	Warren	MI	48089
30630	13433 W 8 Mile Road	Detroit	MI	48235-1043
30656	3480 W Pierson Road	Flint	MI	48504-6907
30723	1963 S Wayne Road	Westland	MI	48186
31069	2790 Bay Road	Saginaw	MI	48603-3309
31421	4514 S Pittsford Road	Pittsford	MI	49271
31639	9911 E Jefferson Avenue	Detroit	MI	48214-3012
31756	15025 W McNichols Road	Detroit	MI	48235
31825	8916 Tireman Street	Detroit	MI	48204
31837	11815 E 8 Mile Road	Warren	MI	48089-3124
31913	6000 Lapeer Rd	Burton	MI	48509

32003	9200 Pelham Road	Taylor	MI	48180-3832
32057	17900 E 10 Mile Road	Eastpointe	MI	48021-1343
32269	3504 E Main Street	Kalamazoo	MI	49048
32456	24133 Grand River Avenue	Detroit	MI	48219

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF CONVERSION

for

FAMILY DOLLAR STORES OF MICHIGAN, INC.

ID NUMBER: 066156

received by facsimile transmission on February 12, 2016 is hereby endorsed.

Filed on February 16, 2016 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 16th day of February, 2016.

Julia Dale

**Julia Dale, Acting Director
Corporations, Securities & Commercial Licensing Bureau**

CSCL/CD-564 (Rev. 07/15)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU	
Date Received	(FOR BUREAU USE ONLY)
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Name	160302
Address	
City	State ZIP Code
EFFECTIVE DATE:	

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

CERTIFICATE OF CONVERSION

For use by a Corporation Converting into a Business Organization

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 23, Public Acts of 1993 (limited liability companies), and Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate of Conversion.

1. Before Conversion

Entity Name: Family Dollar Stores of Michigan, Inc.		Entity ID: 066156
Indicate (X) Entity Type	<input checked="" type="checkbox"/>	Domestic Profit Corporation
	<input type="checkbox"/>	Domestic Nonprofit Corporation
	Street Address, if different than the one provided in Item 3: 30600 Telegraph Road, Suite 2345, Bingham Farms, MI 48025	
	<input type="checkbox"/>	Foreign Profit Corporation
	<input type="checkbox"/>	Foreign Nonprofit Corporation

2. After Conversion

Entity Name: Family Dollar Stores of Michigan, Inc.		
Indicate (X) Entity Type	<input type="checkbox"/>	Domestic Profit Corporation
	<input type="checkbox"/>	Domestic Nonprofit Corporation
	<input checked="" type="checkbox"/>	Foreign Profit Corporation
	<input type="checkbox"/>	Foreign Nonprofit Corporation
	<input type="checkbox"/>	Domestic Limited Liability Company
	<input type="checkbox"/>	Foreign Limited Liability Company

If the converting corporation is a domestic corporation that has not commenced business, has not issued any shares or memberships, and has not elected a board of directors, proceed to Item 9.

If the converting corporation is a domestic corporation that has commenced business or a foreign corporation, proceed to Item 3.

3. Surviving Business Organization**Governing Statute:**

Title 13.1 of the Code of Virginia of 1950, as amended

Street Address:

500 Volvo Parkway, Chesapeake, VA 23320

Principal Place of Business:

500 Volvo Parkway, Chesapeake, VA 23320

4. Complete only if converting a profit corporation.Designation and number of outstanding shares in each class and series 100 shares of Common StockIndicate class and series of shares entitled to vote Common StockIndicate class and series entitled to vote as a class, if any N/A

If the number of shares is subject to change prior to the effective date of the conversion, the manner in which the change may occur is as follows:

N/A**5. Complete only if converting a nonprofit corporation and it is organized on a stock basis.**

Designation and number of outstanding shares in each class _____

Indicate class of shares entitled to vote _____

Indicate class of shares entitled to vote as a class, if any _____

If the number of shares is subject to change prior to the effective date of the conversion, the manner in which the change may occur is as follows:

6. Complete only if converting a nonprofit corporation and it is organized on a membership basis.

For a corporation organized on a membership basis, state (a) a description of its members and (b) the number, classification, and voting rights of its members:

7. Complete only if converting a nonprofit corporation and it is organized on directorship basis.

For a corporation organized on a directorship basis, state (a) a description of the organization of its board and (b) the number, classification, and voting rights of its directors:

- 8. The manner and basis of converting the shares or memberships of the converting corporation into ownership interests or obligations of the surviving business organization, into cash, into other consideration that may include ownership interests or obligations of an entity that is not a party to the conversion, or into a combination of cash and other consideration.

The current sole shareholder of Family Dollar Stores of Michigan, Inc. (MI) will continue to be the sole shareholder of Family Dollar Stores of Michigan, Inc. (VA) upon the effective time of the conversion. All shares of Family Dollar Stores of Michigan, Inc. (MI) issued and outstanding immediately prior to the conversion shall remain outstanding and constitute the same number of shares of Family Dollar Stores of Michigan, Inc. (VA) after the conversion. The designations, rights, preferences or limitations of all or part of the authorized shares shall remain unaltered by the conversion except to the extent required to conform with the requirements of Chapter 9 of Title 13.1 of the Code of Virginia.

- 9. (Complete only if a later effective date is desired other than the date of filing. The date must be no more than 90 days after the receipt of this document by the administrator.)

The conversion is effective on the _____ day of _____, _____.

The plan of conversion will be furnished by the surviving business organization, on request and without cost, to any shareholder or member of the converting corporation.

The conversion is permitted by the law that will govern the internal affairs of the business organization after conversion and the surviving business organization complies with that law in converting.

- 10. The assumed names being transferred to continue for the remaining effective period of the Certificate of Assumed Name on file prior to the conversion are:

Assumed Name	Expiration Date

- 11. The converting corporation's name and/or assumed name(s) to be used as new assumed name(s) of the surviving business organization:

Assumed Name	Expiration Date

12. **Signatures:** Complete only Section (a) or (b) if the converting corporation is domestic.
Complete only (c) if the converting corporation is foreign.

Complete if the domestic corporation has not commenced business:

a) The plan of conversion was approved by unanimous consent of the incorporators of the converting domestic corporation and the corporation has not yet commenced business, has not issued any shares or memberships, and has not elected a board of directors in accordance with Section 745(1)(d) of the Act.

Signed this _____ day of _____

(Signature of Incorporator)

(Signature of Incorporator)

(Type or Print Name)

(Type or Print Name)

(Signature of Incorporator)

(Signature of Incorporator)

(Type or Print Name)

(Type or Print Name)

Complete if the domestic corporation has commenced business:

b) The plan of conversion was adopted by the Board of Directors and approved by the shareholders of the domestic corporation in accordance with Section 745(1)(c) of the Act.

Signed this 10th day of February 2016

By 
(Signature of Authorized Officer or Agent)

Kevin Wampler, Executive Vice President and CFO
(Type or Print Name)

Complete only if the converting corporation is foreign:

c) The plan of conversion was adopted and submitted for approval in the manner required by the law governing the internal affairs of the converting foreign corporation.

Signed this _____ day of _____

By _____
(Signature of Authorized Officer or Agent)

(Type or Print Name)

OPERATING AGREEMENT
OF
FAMILY DOLLAR STORES OF MICHIGAN, LLC

This OPERATING AGREEMENT (this “**Agreement**”) of Family Dollar Stores of Michigan, LLC, a Virginia limited liability company (the “**Company**”), is made effective as of January 23, 2017, by Family Dollar, Inc., a North Carolina corporation, its sole member (the “**Member**”).

1. Formation of the Company. The Member has formed a limited liability company under the Virginia Limited Liability Company Act, as it may be amended from time to time (the “**Act**”), pursuant to this Agreement and the articles of organization (the “**Articles**”), which were filed with the Virginia State Corporation Commission of the Commonwealth of Virginia on January 23, 2017 in connection with the conversion of a stock corporation to a limited liability company under § 13.1-1010.4 of Chapter 12 of Title 13.1 of the Code of Virginia of 1950, as amended, pursuant to that certain Plan of Entity Conversion of Family Dollar Stores of Michigan, Inc. to Family Dollar Stores of Michigan, LLC.

2. Name of the Company. The name of the Company stated in the Articles and the limited liability company governed by this Agreement is “Family Dollar Stores of Michigan, LLC” or such other name as the Member may from time to time hereafter designate.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

4. Principal Place of Business; Registered Agent and Registered Office.

(a) The principal office of the Company shall be 500 Volvo Parkway, Chesapeake, VA, 23320, or such other place as the Member may determine from time to time. Any such additional offices as the Member may determine to establish shall be located at such place or places inside or outside the Commonwealth of Virginia as the Member may designate from time to time.

(b) The name of the Company’s registered agent and address of the Company’s registered office in the Commonwealth of Virginia shall be C T Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060-6802. The registered agent and registered office may be changed from time to time by filing the name of the new registered agent and/or the address of the new registered office with the appropriate authority as required by applicable law.

5. Membership Interests. The Member shall own 100% of the membership interests in the Company (the “**Membership Interests**”) as set forth on Schedule I.

6. Capital Contributions. The capital contribution of the Member to the Company, if any, shall be as set forth on Schedule 1. The Member shall not be obligated to make any capital contributions to the Company but may, in its sole discretion, make capital contributions to the Company from time to time. Schedule I may be amended from time to time by the Member to reflect the actual amounts of the capital contributions made by the Member to the Company.

7. Distributions. Distributions shall be made at such times and in such amounts as determined by the Member.

8. Allocation of Profits and Losses. The Company’s profits and losses shall be allocated in a manner determined by the Member.

9. Management of the Company.

(a) Subject to the delegation of rights and powers provided for herein, management of the Company shall be vested exclusively in the Member, who shall have the sole right to manage the business of the Company and shall have all powers and rights necessary, appropriate or advisable to carry out the purposes and business of the Company and is authorized to execute any document on behalf of the Company in all cases consistent with this Agreement.

(b) The Member shall have sole discretion regarding the appointment, quantity, titles, duties, power and removal of all officers, Authorized Agents (as defined below), and agents of the Company.

10. Execution of Contracts, Assignments, Certificates, etc. By execution of this Agreement, the Member ratifies and confirms the Articles and the action of Meagan J. Kalantar, Esq., as an authorized agent, in connection with the filing of the Articles with the Virginia State Corporation Commission of the Commonwealth of Virginia. This authorization terminated on the filing of the Articles. For purposes of this Agreement, each of the Chief Executive Officer, any President, Chief Financial Officer, Chief Operating Officer, Chief Legal Officer, any Vice President, any Treasurer, any Secretary, any Assistant Secretary or any Assistant Treasurer of the Member, is hereby designated as an authorized agent (an “**Authorized Agent**”) of the Company. In addition, each Authorized Agent of the Company is hereby appointed an officer of the Company in the same capacity as such person has with the Member. In addition, each of the persons identified on **Exhibit A** attached hereto is hereby appointed an officer of the Company holding such office as set forth opposite such person’s name on **Exhibit A**. **Exhibit A** may be amended from time to time by the Member to reflect changes in the Company’s officers.

(a) All contracts, agreements, endorsements, assignments, transfers, stock powers, or other instruments shall be signed by a Member, an officer or an Authorized Agent of the Company.

(b) An Authorized Agent or officer shall execute, deliver and file any amendments to and/or restatements of the Articles and any other certificates (and any amendments to and/or restatements thereof) permitted or required to be filed with the Virginia

State Corporation Commission of the Commonwealth of Virginia. An Authorized Agent or officer shall execute, deliver and file or cause the execution, delivery and filing of any certificates, applications, instruments and other documents (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

(c) Each officer and Authorized Agent be, and each hereby is, authorized, empowered and directed to open bank accounts on behalf of the Company in such banks, and designate the persons authorized to sign checks, notes, drafts, bills of exchange, acceptances, undertakings or orders for payment of money from funds of the Company (or of such other entities) on deposit in such accounts, as may be deemed by such officer or Authorized Agent to be necessary, appropriate or otherwise in the best interest of the Company.

(d) Each officer and Authorized Agent be, and each hereby is, authorized, empowered and directed to execute any form of required resolution necessary to open any such bank accounts, such resolutions being hereby incorporated into this resolution by reference and duly approved and affirmed hereby.

11. Limitations on Authority. The authority of the Member over the conduct of the business and affairs of the Company shall be subject only to such limitations as are expressly stated in this Agreement or in the Act.

12. Administrative Matters.

(a) The Member is the sole member of the Company. Accordingly, for U.S. federal income tax purposes, the Company shall be disregarded as an entity separate from the Member, and the assets and liabilities and all items of income, gain, loss and deduction shall be treated as the assets and liabilities and items of income, gain, loss and deduction of the Member.

(b) The fiscal year of the Company shall be the same as the fiscal year of the Member.

(c) The Member's Membership Interest shall be uncertificated.

13. Indemnification. The Company shall, to the fullest extent authorized by the Act, indemnify and hold harmless the Member, and each officer, Authorized Agent and employee of the Company from and against any and all claims and demands arising by reason of the fact that such person is, or was, a Member, officer, Authorized Agent or employee of the Company.

14. Dissolution.

(a) Subject to the provisions of Section 14(b), the Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following:

- (i) the written consent of the Member to such effect; or
- (ii) any event requiring dissolution under the Act.

(b) Upon dissolution of the Company, the Member shall promptly wind up the affairs of the Company in accordance with the Act and any other applicable law. Following the winding up of the Company, the Member shall be responsible for filing, if necessary, a certificate of cancellation with the Virginia State Corporation Commission, together with any other documents required to terminate the Company and its legal existence. The Company shall engage in no further business except as may be necessary, in the reasonable discretion of the Member, to preserve the value of the Company's assets during the period of dissolution and liquidation.

15. Consents. Any action that may be taken by the Member at a meeting may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the Member, having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which the Member was entitled to vote thereon and was present and voted.

16. Severability. If any provision of this Agreement shall be determined to be illegal or unenforceable by any court of law, the remaining provisions shall be severable and enforceable in accordance with their terms.

17. Amendments. Except as otherwise provided in this Agreement or in the Act, this Agreement may be amended only by the written consent of the Member to such effect.

18. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Virginia.

19. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, executors, administrators, legal representatives, heirs and legal assigns and shall inure to the benefit of the parties hereto and, except as otherwise provided herein, their respective successors, executors, administrators, legal representatives, heirs and legal assigns.

20. No Benefit of Creditors. The provisions of this Agreement are intended only for the regulation of relations among Members and between Members and former or prospective Members and the Company. This Agreement is not intended for the benefit of non-Member creditors and no rights are granted to non-Member creditors under this Agreement.

IN WITNESS WHEREOF, the undersigned Member has duly executed this Operating Agreement of Family Dollar Stores of Michigan, LLC as of the date first above written.

Family Dollar, Inc.

By: Kevin S. Wampler
Name: Kevin S. Wampler
Title: Executive Vice President – Chief
Financial Officer

SCHEDULE I

<u>Member</u>	<u>Membership Interest</u>	<u>Capital Contribution</u>
Family Dollar, Inc.	100%	\$0.00

EXHIBIT A

OFFICERS

<u>Officer</u>	<u>Title</u>
Peter Barnett	President
William A. Old, Jr.	Senior Vice President, Chief Legal Officer, General Counsel and Secretary
Todd Littler.....	Senior Vice President
Christopher Williams	Senior Vice President
Roger Dean.....	Vice President and Treasurer
Jonathan Elder	Vice President – Tax
Deborah Miller	Vice President
John S. Mitchell, Jr.....	Vice President and Assistant Secretary
Sandra L. Boscia.....	Assistant Secretary
Dana Hay	Assistant Secretary
Harry R. Spencer	Assistant Secretary

**LIST OF OFFICERS & DIRECTORS
FOR
FAMILY DOLLAR, INC.**

<u>Officer</u>	<u>Title</u>
Peter Barnett	President
Todd Littler	Senior Vice President
Jonathan Elder	Vice President – Tax
John S. Mitchell, Jr.....	Vice President and Secretary
Harry R. Spencer	Assistant Secretary

Directors

Peter Barnett

**LIST OF OFFICERS
FOR
FAMILY DOLLAR STORES OF _____, LLC**

This includes the following entities:

- Family Dollar Stores of Alabama, LLC
- Family Dollar Stores of Arkansas, LLC
- Family Dollar Stores of Colorado, LLC
- Family Dollar Stores of Connecticut, LLC
- Family Dollar Stores of D.C., LLC
- Family Dollar Stores of Delaware, LLC
- Family Dollar Stores of Florida, LLC
- Family Dollar Stores of Georgia, LLC
- Family Dollar Stores of Indiana, LLC
- Family Dollar Stores of Iowa, LLC
- Family Dollar Stores of Kentucky, LP*
- Family Dollar Stores of Louisiana, LLC
- Family Dollar Stores of Maryland, LLC
- Family Dollar Stores of Massachusetts, LLC
- Family Dollar Stores of Michigan, LLC
- Family Dollar Stores of Mississippi, LLC
- Family Dollar Stores of Missouri, LLC
- Family Dollar Stores of New Jersey, LLC
- Family Dollar Stores of New Mexico, LLC
- Family Dollar Stores of North Carolina, LLC
- Family Dollar Stores of Ohio, LLC
- Family Dollar Stores of Oklahoma, LLC
- Family Dollar Stores of Pennsylvania, LLC
- Family Dollar Stores of Rhode Island, LLC
- Family Dollar Stores of South Carolina, LLC
- Family Dollar Stores of South Dakota, LLC
- Family Dollar Stores of Tennessee, LLC
- Family Dollar Stores of Texas, LLC
- Family Dollar Stores of Vermont, LLC
- Family Dollar Stores of Virginia, LLC
- Family Dollar Stores of West Virginia, LLC
- Family Dollar Stores of Wisconsin, LLC
- Family Dollar Holdings, LLC
- Family Dollar Stores Holdings, LLC
- Family Dollar Stores Holdings II, LLC

Also: Family Dollar Stores of New York, LLC

<u>Officer</u>	<u>Title</u>
Peter Barnett	President
Todd Littler.....	Senior Vice President
Jonathan Elder	Vice President – Tax
John S. Mitchell, Jr.	Vice President and Secretary
Harry R. Spencer	Assistant Secretary

Manager
Peter Barnett

*Family Dollar Stores of Kentucky, LP is governed by its General Partner and any agreements or documents should be signed by a manager or officer of Family Dollar Holdings, LLC, as General Partner.

STATE OF MICHIGAN
COUNTY OF WASHTENAW

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made and entered into this 9th day of March, 1993, by and between YPSI ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership, (hereinafter called "Landlord"), and FAMILY DOLLAR STORES OF MICHIGAN, INC., a Michigan corporation (hereinafter called "Tenant");

W I T N E S S E I H :

In consideration of the covenants hereinafter contained, to all of which Landlord and Tenant agree, Landlord hereby demises and lets to Tenant, and Tenant hereby rents and hires from Landlord, the following described premises situated in the Landlord's shopping center known as Plaza Verde Shopping Center located on the north side of E. Michigan Avenue (U.S. Route 12) northwest of its intersection with June Avenue having an address of 1771-1807 E. Michigan in the City of Ypsilanti, Washtenaw County, Michigan, and being that property comprising 7,000 (70' x 100') square feet immediately adjacent to Arbor Drugs and on the same front building line with Arbor Drugs and Kroger Supermarket. Said premises is shown outlined in red on Exhibit B - Site Plan attached to and made a part of this lease.

Together with a building containing 7,000 (70' x 100') square feet, which shall be constructed by Landlord, as hereinafter provided, on the above-described premises (said premises and the building thereon upon completion of construction, are hereinafter called the "demised premises"), with the right to use, in common with other tenants in the shopping center, the paved, marked, lighted parking, service and access areas provided in accordance with Exhibit B - Site Plan. Tenant shall have the right, subject to Landlord's approval, which will not be unreasonably withheld or delayed, to expand the demised premises into the area behind the demised premises consisting of 1,400 (70' X 20') square feet shown on Exhibit B - Site Plan as "Tenant's expansion area." Landlord shall permit no use of Tenant's expansion area which would interfere with expansion of the demised premises. When



determining whether to grant its consent, Landlord may consider zoning laws, set back requirements, and similar restrictions on the shopping center, Landlord's own plans for the expansion of the shopping center, if any, and other matters pertaining to the shopping center property, but Landlord shall not seek to amend the terms of this lease as a condition of granting its consent. Once the addition is completed, it will become a part of the demised premises for all purposes under this lease. All costs of constructing the addition shall be borne by Tenant.

TO HAVE AND TO HOLD the demised premises together with all and singular the appurtenances, rights, privileges and easements thereunto belonging or in anywise appertaining, unto Tenant, its successors and assigns, for an initial term commencing as hereinafter set forth and ending on the 31st day of December, 2003.

1. RENT. Tenant hereby covenants and agrees to pay Landlord fixed rent at the rate of THREE THOUSAND AND NO/100 Dollars per month (\$36,000.00/annum) payable in advance on or before the tenth day of each month beginning on the commencement date as set forth in Paragraph 5.

2. COVENANT OF TITLE AND AUTHORITY. Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this lease for the full initial term and all extensions; that Landlord is lawfully seized of the entire shopping center, including the demised premises, and has good title thereto; that the shopping center, including the demised premises, is free and clear of all encumbrances except a first mortgage with Sunlife of Canada; that the demised premises comply with all laws, ordinances and regulations including building codes; and that there are no laws, ordinances, government requirements or regulations, title restrictions, restrictions in other leases or zoning or other matters which will restrict, limit or prevent Tenant's use of the demised premises for retail sales including the sale of merchandise typically sold by variety stores, discount stores, dollar stores or variety discount stores.

3. USE OF PREMISES. Landlord warrants that the demised premises may be used, but not limited to such use, by the Tenant, among others, for the conduct of a mercantile business of the type and kind known as a variety store, discount store, dollar store or variety discount store. Tenant shall not be obligated to continuously occupy or operate a business on the demised premises.



4. CONSTRUCTION OF PREMISES. Landlord agrees at Landlord's expense to construct a retail store building, as set out on Exhibit B - Site Plan, said building to have 7,000 (70' x 100') square feet of ground floor space. Landlord shall erect and complete said building in accordance with Tenant's standard criteria plans consisting of six (6) sheets dated November, 1992 and Tenant's Standard Criteria Specifications consisting of fourteen (14) pages. Said plans and specifications are labeled Exhibit A, and constitute a part of this lease. Landlord shall prepare and submit two sets of construction drawings incorporating the requirements of Exhibit A to Tenant's construction department for review at least forty five (45) days prior to commencing construction. All improvements to the demised premises shall be made in accordance with said drawings as modified and approved in writing by Tenant. Tenant's review of the construction drawings shall be limited to insuring that they conform to Tenant's required design and appearance. Landlord shall have full responsibility for all other aspects of the construction drawings including but not limited to insuring that they comply with applicable codes. There shall be no deviations from or changes to said construction drawings as approved by Tenant without the prior written approval of Tenant. During the progress of construction, Tenant's representatives may from time to time inspect the work and materials to determine whether they are in accordance with Exhibit A. The failure of Tenant's representatives to object to any part of Landlord's construction shall not be deemed to be an acquiescence in or acceptance of any failure by Landlord to comply with Exhibit A.

Landlord agrees to use its best efforts to complete the construction of said building not later than August 15, 1993. If construction is not completed by October 30, 1993, then Tenant shall have the right, at its option, to cancel this lease by written notice to Landlord, but until (i) this lease is cancelled or (ii) Landlord completes construction, provides Tenant with written notice of completion and delivers the demised premises to Tenant, Landlord shall pay to Tenant \$75.00 per day as liquidated damages. Landlord agrees that Landlord's failure to timely complete the construction will cause Tenant to suffer economic losses, but that such losses will be difficult to ascertain.

5. DELIVERY OF PREMISES AND COMMENCEMENT OF TERM. Landlord shall obtain all governmental permits and approvals necessary for Tenant to fixture and



merchandise the demised premises and obtain a certificate of occupancy. Landlord shall deliver the demised premises to Tenant upon completion thereof, provided that Tenant shall not be required to accept delivery of the premises prior to April 30, 1993. Landlord agrees to notify Tenant, in writing, of the date the demised premises will be delivered to Tenant at least forty-five (45) days prior to such date.

The term will begin upon the date Tenant accepts delivery of the demised premises, and rent will begin to accrue upon the earlier of thirty (30) days after the date of delivery and acceptance of the demised premises with all construction fully completed in accordance with the approved construction drawings or the date Tenant opens for business in the demised premises.

6. OPTIONS TO EXTEND. The term of this lease shall be automatically extended for five successive periods of five years each unless Tenant shall give written notice to Landlord cancelling the next extended term at least ninety (90) days before such extended term is scheduled to begin. If Tenant gives such notice, this lease will expire the day before such extended term is scheduled to begin. For all purposes under this lease, the phrases "the term of this lease" and "lease term" shall mean the initial term and any extension which comes into effect through Tenant's decision not to cancel this lease. All of the terms, covenants and conditions of this lease shall apply to each such extended term except rent which shall be payable as follows. During the first extended term, rent shall be payable at the rate of THREE THOUSAND THREE HUNDRED THIRTY-THREE AND 34/100 Dollars per month (\$40,000.08/annum). During the second extended term, rent shall be payable at the rate of THREE THOUSAND FIVE HUNDRED FORTY-ONE AND 67/100 Dollars per month (\$42,500.04/annum). During the third extended term, rent shall be payable at the rate of THREE THOUSAND SEVEN HUNDRED NINETY-ONE AND 67/100 Dollars per month (\$45,500.04/annum). During the fourth extended term, rent shall be payable at the rate of FOUR THOUSAND FORTY-ONE AND 67/100 Dollars per month (\$48,500.04/annum). During the fifth extended term, rent shall be payable at the rate of FOUR THOUSAND THREE HUNDRED THIRTY-THREE AND 34/100 Dollars per month (\$52,000.08/annum).

7. ALTERATIONS BY TENANT. Tenant shall have the right at all times after the date of this lease to make, at its own expense, such changes, improvements, alterations and additions to the demised premises as Tenant may desire.



8. FIXTURES. Tenant shall have the right to install on the demised premises such fixtures and equipment as Tenant deems desirable for the operation of its business. Tenant may, on termination of this lease or at any time during the lease term, remove from the demised premises all shelving, fixtures and equipment which Tenant installed at its own expense or otherwise acquired. Tenant shall have the right, at its expense, to place a dumpster in the service area adjacent to the demised premises, a kiddie ride in front of the demised premises and to install communications equipment on the exterior of the demised premises or in the rear service area.

9. UTILITIES. Landlord shall ensure that all necessary utilities are provided to the demised premises (including separate meters) and Tenant shall pay all charges for gas, water, and electricity used by it on the demised premises.

10. DAMAGE AND DESTRUCTION. Should the demised premises or the shopping center be damaged or partially destroyed by fire or other casualty, Landlord shall promptly, at Landlord's expense, make the repairs or restorations so that thereafter the demised premises and the shopping center will be substantially the same as prior to such damage or injury. If the demised premises are damaged, rent shall abate in proportion to the area of the demised premises rendered unusable prior to completion of the repair or restoration.

Should the demised premises or the shopping center be so extensively damaged by fire or other casualty as to require rebuilding, then Landlord shall promptly, at Landlord's expense, restore or rebuild so that thereafter the demised premises and the shopping center will be substantially the same as prior to such destruction. If the demised premises are damaged, rent will cease and abate on the date of the destruction and any rent paid in advance by Tenant will be refunded to it. Rent will begin to re-accrue upon the earlier of ninety (90) days following the date the demised premises have been restored or rebuilt and possession tendered to Tenant or the date Tenant reopens for business. If restoration or rebuilding of the demised premises requires more than 120 days, then Tenant may, at its option, terminate and cancel this lease.



11. INSURANCE. (a) Landlord agrees to keep the demised premises and all other buildings within the shopping center fully insured, at Landlord's expense, against loss or damage by fire and such other casualties as are covered by extended coverage insurance.

(b) Tenant shall maintain insurance against public liability for bodily injury, death or damage to property occurring in the demised premises arising out of the use and occupancy thereof by Tenant. Such insurance will have minimum limits of \$500,000/\$1,000,000 for bodily injury or death and \$100,000 for property damage and Landlord will be named as an additional insured under the policy (except for structural alterations, new construction or demolition operations performed by or on behalf of Landlord).

(c) Landlord shall maintain insurance against public liability for bodily injury, death or damage to property arising out of the acts or omissions of Landlord or arising out of the use of common areas (including without limitation, parking areas, sidewalks, ramps and service areas) in the shopping center. Such insurance will have minimum limits of \$500,000/\$1,000,000 for bodily injury or death and \$100,000 for property damage, and Tenant will be named as an additional insured under the policy.

(d) The insurance required to be carried by subparagraphs (a), (b) and (c) above will be issued by financially responsible insurers duly authorized to do business in the state where the demised premises are located. Certificates of such coverages from the insurers providing that the insurer will endeavor to give 30 days written notice to Landlord or Tenant, as the case may be, prior to cancellation of any such insurance shall be furnished to Landlord or Tenant upon written request of either.

(e) Beginning on the rent commencement date, Tenant shall reimburse Landlord for Tenant's proportionate share of Landlord's insurance costs for insurance required to be carried by Landlord under subparagraphs (a) and (c) above. Any such cost for a partial lease year shall be pro rated on a per diem basis. Tenant shall make said reimbursement within thirty (30) days of receipt of written request for reimbursement from Landlord accompanied by a copy of the premium statement and evidence of payment thereof and any other information Tenant may reasonably require. All premiums shall be at competitive rates. Tenant shall have no responsibility for payment of any



increases occasioned by any addition or improvement to the shopping center, nor due to the use of any other premises in the shopping center in a manner which results in an increase in Landlord's premiums.

12. MAINTENANCE AND REPAIRS. Landlord shall remedy any defect in workmanship, materials or equipment furnished by Landlord pursuant to Paragraph 4 of this lease provided Tenant notifies Landlord of the defect within twelve months of the rent commencement date. Landlord shall maintain and keep in good repair and replace when necessary the shopping center and all exterior portions of the building constituting part of the demised premises, including the roof, exterior walls, gutters and downspouts and also all structural portions of the building whether interior or exterior. Landlord shall also be responsible for making any repairs made necessary by the settling of the building constituting a part of the demised premises, any repairs to the interior of the demised premises made necessary by Landlord's failure to maintain the exterior of the demised premises and any repairs to exterior water, sewer and electrical lines (and sprinkler system, if any). During the first 365 days after Tenant opens for business, Landlord shall be responsible for any repairs and replacements to the interior plumbing, interior electrical and the heating and air conditioning systems and, after said 365 day period, Landlord shall be responsible for major repairs to the interior plumbing and electrical systems. Landlord shall keep the paved and marked parking, service and access areas maintained, including the removal of snow, ice, trash and debris, and in a good state of repair and properly lighted. Landlord shall furnish heating and air conditioning systems serving only the demised premises manufactured by a national firm such as Lennox, Carrier or equivalent. The air conditioning system shall have a minimum capacity of 17.5 tons and shall be sufficient to maintain an even inside temperature of not less than 72 degrees and a relative humidity of not more than fifty percent (50%) and the heating system shall be sufficient to maintain a minimum indoor temperature of 72 degrees.

Tenant shall maintain and repair all plateglass, doors and door closures and all interior, non structural portions of the building constituting a part of the demised premises except for repairs Landlord is required to make, and after the first year following Tenant's opening for business, Tenant shall



keep the interior plumbing, interior electrical and the heating and air conditioning systems in repair except that Landlord will be responsible for major repairs to the interior plumbing and electrical systems and Tenant will not be obligated to replace any major component of the heating and air conditioning systems. Tenant's election not to replace any major component of the heating and air conditioning system shall not place any obligation on Landlord to do so. Major repairs to the interior plumbing and electrical system shall mean any one repair or replacement costing in excess of \$1,000.00. Landlord agrees to assign to Tenant or to enforce for Tenant's benefit any warranties on the heating and air conditioning systems which extend beyond one year.

13. COMMON AREA MAINTENANCE CHARGES. Landlord shall maintain the common areas of the shopping center, as shown on Exhibit B - Site Plan attached hereto, in good order, condition and repair. Tenant shall reimburse Landlord for Tenant's proportionate share of the following direct costs paid by Landlord in connection with the maintenance and repair of said common areas: utility charges for lighting of the parking, service and access areas; sweeping, snow removal and re-striping of the parking, service and access areas; repairs of the parking lights and light standards and repairs to the asphalt surfaces. Notwithstanding the foregoing, Tenant's obligation for payment of asphalt repairs shall not exceed \$500.00 during any lease year. All of said costs shall be reasonable and at competitive rates, and Tenant shall have no responsibility for other charges and costs incurred by Landlord in connection with the maintenance and repair of said common areas nor any costs for which Landlord receives reimbursement through insurance proceeds.

Tenant's proportionate share shall be equal to a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises, and the denominator of which shall be the total number of square feet of floor area in all buildings in the shopping center, including the demised premises, with such figure to be reduced on a pro rata basis for partial lease years.

Landlord shall furnish Tenant with a detailed statement annually after the end of each lease year or partial lease year setting forth the actual amount of Tenant's proportionate share of the costs for which Tenant is responsible



for the prior lease year or partial lease year. Such statement shall be accompanied by documentation to support Landlord's request for reimbursement, including copies of paid invoices for all costs incurred and any other information Tenant may reasonably require.

14. TAXES. Landlord shall pay all taxes, assessments and other charges which may be levied, assessed or charged against the shopping center including the demised premises, and will make all payments required to be made under the terms of any mortgage or deed of trust which is now or may hereafter become a lien on the demised premises.

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Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and other personal property. Tenant shall reimburse Landlord for a share of the real estate taxes on the shopping center calculated as follows: Landlord and Tenant agree that the ^{ASSESSED} value of that portion of the shopping center land which should be allocated to the demised premises is \$35,000.00. Beginning on the rent commencement date, Tenant will reimburse Landlord for the actual real estate taxes attributable to said \$35,000 valuation (assessment). Following completion of construction of the building to be built on the demised premises, Tenant shall also reimburse Landlord for real estate taxes based on the value of said building. For the purposes of determining the amount of real estate taxes payable by Tenant for the building to be built on the demised premises, Landlord will use its best efforts to obtain a separate tax assessment for the demised premises. If a separate assessment is not obtainable, then Landlord and Tenant will, in good faith, attempt to determine the increase in the assessed value of the shopping center fairly attributable to the construction of the building constituting a part of the demised premises. Absent evidence to the contrary, it shall be presumed that the assessed value of said building will be equal to the difference between the assessed value of the shopping center before construction of said building and the assessed value of the shopping center following completion of construction of said building.

Any real estate taxes which are the responsibility of Tenant in the year in which this lease shall begin or end shall be apportioned between Landlord and Tenant on a pro rata basis. Landlord agrees to notify Tenant in writing within ten (10) days after receiving notification of any planned increase in



the assessed value or the real estate taxes. Tenant shall have the right to contest, by appropriate proceedings, in Landlord's or Tenant's name, the validity or amount of any such increase. Landlord agrees to cooperate with Tenant in contesting any such increase. If Landlord fails to give written notice of the increase to Tenant within such ten (10) day period, then Tenant shall not be responsible for reimbursing Landlord for such increase. Landlord shall timely apply for and diligently pursue any exemption from or abatement of real estate taxes or any increase in such taxes available during the first year of the lease term through any state or local programs, including but not limited to relief from increases in real estate taxes resulting from an increased assessment of the demised premises due to any improvements made to the demised premises by Landlord or Tenant prior to the rent commencement date. Tenant shall receive the benefit of any such exemption or abatement. Landlord shall provide Tenant with a copy of the tax bill with evidence of Landlord's payment for each year and any other information Tenant may require. In no event shall Tenant be responsible for reimbursing Landlord for any real estate taxes unless Tenant has received a copy of the tax bill with evidence of payment thereof and written request for reimbursement from Landlord within ninety (90) days after the earlier of the date Landlord paid such taxes or the date such taxes were due and payable. Tenant shall have no responsibility for reimbursement of any tax increases occasioned by any addition or improvement to the shopping center.

15. UNPERFORMED COVENANTS. If Landlord fails to perform any affirmative covenant to be performed by Landlord pursuant to this lease, or if Landlord fails to make any payment which Landlord has agreed to make, including payments secured by a mortgage or deed of trust on the demised premises or the shopping center, then Tenant may, at its option, after notice to Landlord, perform such affirmative covenant or make any such payment as Landlord's agent and in Tenant's sole discretion as to the necessity therefore, and the full amount of the cost and expense incurred or the payment so made shall immediately be owing by Landlord to Tenant. Tenant shall have the right to deduct the amount thereof, together with interest at the legal rate from the date of payment, without liability of forfeiture, out of rents then due or thereafter coming due hereunder. Tenant shall have a lien on the demised premises and on the shopping center to secure the repayment of any such amount. The rights granted in this Paragraph shall not release Landlord from



any obligation to perform any of the covenants to be performed by Landlord under this lease and shall be in addition to any other rights Tenant may have by reason of any default by Landlord.

16. SIGNS. Tenant shall have the exclusive right to place signs or other advertising devices, electrical or non-electrical, at any place on the demised premises, and the front of the building thereof. Tenant shall repair any damage resulting from the installation or removal of its signs. Subject to obtaining any required governmental permits, Tenant is specifically granted the right to erect its standard building sign on the front of the demised premises, its standard undercanopy sign and its standard free standing road sign (or signs as similar to Tenant's standard signs as are allowed by local ordinances). If Tenant is not able to obtain the necessary governmental permits to erect a free standing road sign, Tenant shall have the right, subject to obtaining the required governmental permits, to erect a sign on the shopping center pylon below the existing tenant signs. Landlord shall cooperate with Tenant to obtain any governmental permits and approvals needed to erect Tenant's signs. Landlord will not permit the erection of any new signs after the date of this lease that would interfere with the visibility of Tenant's road sign.

17. CONDEMNATION. If the demised premises, or any part thereof, or any part of the shopping center parking, service or access areas shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, Tenant shall have the right to terminate this lease, in which case any unearned rent shall be refunded to Tenant. If only a portion of the demised premises or of the parking, service or access areas shall be taken by condemnation or other proceeding, and if Tenant elects not to terminate this lease, then the rent shall be reduced in the same proportion that the demised premises or parking, service or access areas are reduced and Landlord shall restore the demised premises or parking, service or access areas, as applicable, to as close to their condition as existed prior to the taking as is feasible. Tenant shall have the right to participate in any proceeding pertaining to condemnation of the demised premises or the parking, service or access areas whether or not Tenant elects to terminate this lease, and Landlord and Tenant shall each be entitled to their separate claims based on their respective interests even if a single award for all damages is given by the condemning authority.



18. FORFEITURE FOR FAILURE TO PAY RENT. If the rent or any part of it shall be unpaid on the date of payment by the terms of this lease, and remain so for a period of thirty (30) days after written notice shall have been received by Tenant at its notice address and also at the demised premises, then Landlord may declare the term ended and enter into the demised premises by due process of law, and expel Tenant and repossess and enjoy the demised premises as though this lease had by its terms expired. Should the lease term at any time be ended by Landlord under the terms and conditions of this Paragraph, Tenant shall peaceably surrender the demised premises to Landlord.

19. SURRENDER OF POSSESSION. Upon the termination of this lease, Tenant shall surrender the demised premises in good repair, ordinary wear and tear and damage by fire or other casualty excepted.

20. EXCLUSIVE USE. Landlord agrees that Landlord and any entity controlled by Landlord or any partner or principal of Landlord shall not lease (or permit the leasing or subleasing of) or sell any space in the shopping center, nor any space in any adjacent or other property owned or controlled by Landlord or any entity controlled by Landlord or any partner or principal of Landlord within one-half mile of the demised premises to any variety store, variety discount store, discount department store, junior department store, dollar store, discount clothing store including "one price" type stores, off-price clothing store, clothing outlet store, liquidation or close out store, or any store similar to Tenant in operation or merchandising. Landlord will not be in violation of this paragraph if Landlord acquires property after the date of this lease on which, at the time of Landlord's purchase, there is operating a business which would be prohibited by this paragraph and Landlord may extend or renew any lease with any such business. However, this paragraph will apply to any replacements of any such business unless the replacement occurs through an assignment or subletting that does not need Landlord's approval.

If there is a breach of this Paragraph by Landlord, Tenant's rights and remedies shall include, but not be limited to, the right at any time thereafter to elect to terminate this lease, and upon such election, this lease shall be terminated and Tenant shall be released and discharged from all further liability hereunder. So long as such breach exists and Tenant has not terminated this lease, Tenant's only obligation with respect to rent shall be the payment of the lesser of (i) the fixed minimum rent set forth in Paragraph 1 above, or (ii) percentage rent of two percent (2%) of the gross sales



made by Tenant on the demised premises during each lease year period, with no fixed minimum rent. Gross sales shall mean all sales made from the demised premises excluding sales tax, excise tax, refunds, void sales, sales from vending machines and sales of cigarettes, beverages, paper products, motor oil and sundry drugs, including but not limited to health and beauty aids. Such percentage rent shall be payable within sixty (60) days after the end of each lease year. The term "lease year" shall mean the calendar year and shall always end on December 31. The rights and remedies set forth above shall not be exclusive of Tenant's rights to damages or any other rights or remedies.

21. WAIVER OF SUBROGATION. Landlord and Tenant agree that no claims shall be made, and that no suit or action, either at law or in equity, shall be brought by either Landlord or Tenant, or by any person, firm or corporation claiming by, through or under either of them, their successors or assigns, by way of subrogation or otherwise against the other, or their directors, officers, agents, employees, successors, sublessees or assigns, for any loss or damage to the demised premises and any improvements or other property located therein or to the shopping center and any improvements or other property located therein caused by or resulting from fire or other casualty of whatsoever origin even if caused by negligence, to the extent that the same is covered by insurance or is required by the terms of this lease to be covered by insurance against loss or damage by fire and such other casualties as are covered by extended coverage insurance; provided, however, nothing contained in this Paragraph shall affect or diminish Landlord's obligation to repair or rebuild in case of damage or destruction. All policies of insurance against loss or damage by fire and such other casualties as are covered by extended coverage insurance carried and maintained pursuant to this lease shall contain or be endorsed to contain a provision whereby the insurer thereunder waives all rights of subrogation against either Landlord or Tenant.

22. SUBORDINATION TO MORTGAGES. At the option of Landlord, this lease shall be subordinated to the lien of any mortgage or deed of trust (hereinafter called "Mortgage") which Landlord may place on the demised premises and Tenant shall cooperate by executing any reasonable instrument which may be required to effectuate such subordination, provided that before Landlord can cause this lease to be subordinated to the lien of any Mortgage under any circumstances whatsoever, Landlord must deliver to Tenant a recordable agreement signed by the holder of the Mortgage ("Mortgagee"),



providing in substance that as long as Tenant shall discharge its obligations under this lease, Tenant's rights under this lease will not be impaired or diminished, its tenancy shall not be disturbed or affected by any default under the Mortgage and in the event of foreclosure, the rights of Tenant shall survive and this lease shall continue in full force and effect, including any rights to extend the term as provided herein. Landlord agrees to provide to Tenant within thirty days after the date of this lease such agreements from all present Mortgagees. Tenant shall have the right to withhold \$100.00 per month from the rent until non-disturbance agreements signed by all present Mortgagees have been delivered to Tenant. Tenant shall pay all sums withheld to Landlord within thirty days after Landlord delivers said agreements to Tenant.

23. HOLDING OVER. If Tenant remains in possession after the expiration of the term of this lease, Tenant shall occupy the demised premises as a Tenant from month-to-month, but both Landlord and Tenant shall otherwise be subject to all of the provisions of this lease applicable during the last year of the lease term.

24. PARKING AREA. Landlord acknowledges that convenient automobile access and parking for Tenant's customers is critical to the successful operation of Tenant's business. Landlord agrees not to build any buildings in the shopping center except as shown on Exhibit B - Site Plan, and that all area shown on Exhibit B as parking shall always be devoted to marked, lighted, paved parking area. Landlord agrees that all entrances, exits, driveways and service areas will remain substantially as shown on Exhibit B. Landlord further agrees to always provide a minimum of five paved, marked and lighted parking spaces for full size automobiles for each 1,000 square feet of building area in the shopping center. Landlord agrees not to lease any space in the shopping center within two hundred feet of the demised premises for use as a theater, bowling alley, game arcade or other entertainment facility, a bar, tavern, lounge or nightclub, for offices (except incidental to retail use), as a school, training facility or meeting hall or as a restaurant in excess of 1,500 square feet except a fast food restaurant.

25. NOTICES. All notices provided for in this lease shall be in writing and unless otherwise stated shall be deemed to have been given when deposited



in the United States mail and sent via Certified Mail, Return Receipt Requested, addressed as follows:

As to Landlord: Ypsi Associates Limited Partnership
17117 West Nine Mile Road
Suite 1040
Southfield, Michigan 48075
Attn: Michael S. Sisskind

As to Tenant: Corporate Secretary
FAMILY DOLLAR STORES OF MICHIGAN, INC.
Post Office Box 1017
Charlotte, North Carolina 28201-1017

Either Landlord or Tenant may change the address to which notices are to be sent by giving notice to the other party of such change of address as provided in this Paragraph. All payments of rents shall be mailed to the Landlord at the address designated above. Tenant shall not be obligated to pay rent to any person or entity other than Landlord until Tenant receives a written statement signed by Landlord and acceptable to Tenant designating the person or entity to receive rent, and if applicable, providing notice of the transfer of the Landlord's interest in the demised premises.

26. RECORDING. Landlord agrees at the expense of Landlord to cause a Memorandum of this lease acceptable to Tenant to be recorded in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction in which the demised premises are located and Landlord shall return the recorded Memorandum to Tenant within thirty (30) days after execution of this lease. Landlord shall furnish an accurate legal description of the demised premises or the shopping center if needed to record the Memorandum. If Landlord fails to return the recorded Memorandum to Tenant within said thirty (30) day period, then Tenant may proceed to record on behalf of Landlord and Landlord shall promptly reimburse Tenant for all expenses in connection with recordation.

27. QUIET ENJOYMENT. Landlord covenants and warrants that Tenant shall have and enjoy during the term of this lease the quiet and undisturbed possession of the demised premises together with all appurtenances appertaining thereto. Rent under this lease shall abate during any period of time Tenant is deprived of the use of the demised premises for any reason.



Landlord shall not take any action against Tenant for non performance of any obligation of Tenant under this lease unless Tenant shall have failed to perform such obligation for a period of thirty days after receipt by Tenant of written notice from Landlord, provided that if the obligation cannot reasonably be performed within thirty days, Tenant shall not be considered to have failed to perform if Tenant commences performance within thirty days after notice and diligently pursues performance thereafter.

28. COMPLIANCE WITH LAWS. Landlord shall, at Landlord's sole cost and expense, comply with all of the requirements of all county, municipal, state and federal laws and regulations now in force, or which may hereafter be in force, which pertain to the physical or environmental condition of the shopping center or the demised premises, including , without limitation, laws pertaining to asbestos, radon, and hazardous substances unless the condition was caused by Tenant. In particular, Landlord shall comply with the requirements of the Americans with Disabilities Act for newly constructed buildings.

29. PARAGRAPH HEADINGS; SEVERABILITY. The paragraph headings throughout this lease are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this lease. If any provision of this lease is held to be invalid or unenforceable, the remainder of this lease shall not be affected, and all other provisions shall be valid and enforceable to the fullest extent permitted by law.

30. CONFIDENTIALITY OF LEASE TERMS AND SALES INFORMATION. Landlord agrees that all terms of this lease as well as any information provided to Landlord pertaining to Tenant's gross sales shall remain confidential and shall not be divulged by Landlord without the written consent of Tenant.

31. LEASE BINDING ON HEIRS, ETC. All covenants and agreements of this lease shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest, and assigns of both Landlord and Tenant.

32. CONTINGENCY. This lease is contingent upon Landlord obtaining municipal site plan approval to construct the building constituting a part of the demised premises. Landlord agrees to use its best efforts to obtain such approval. If Landlord is not able to obtain such approval on or before



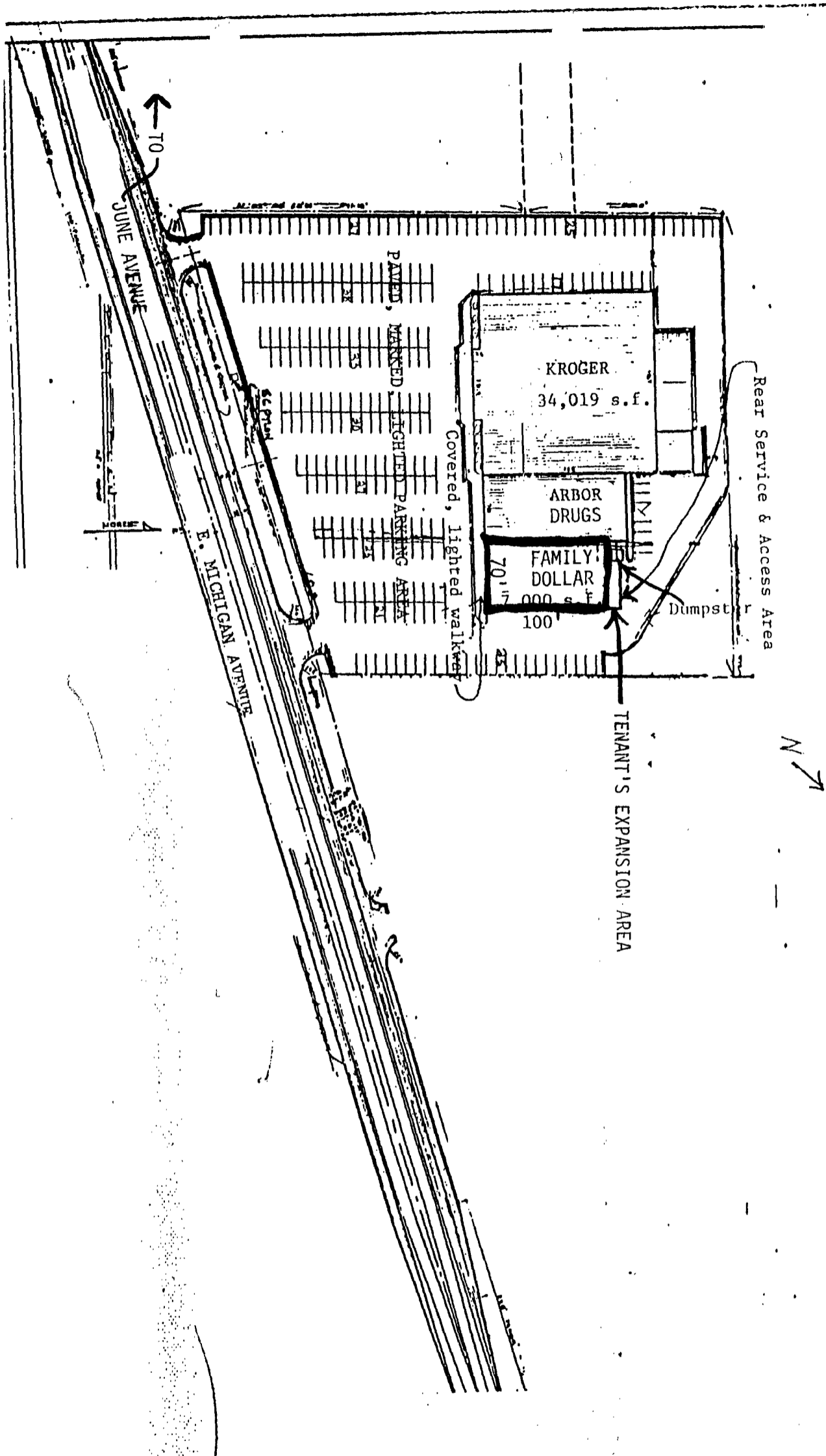


EXHIBIT B - Site Plan
 YPSI ASSOCIATES LIMITED PARTNERSHIP
 Landlord
 FAMILY DOLLAR STORES OF MICHIGAN,
 INC.
 Tenant
 Lease Agreement

DATE	3-9-93
APPROVED BY:	
LANDLORD:	<i>[Signature]</i>
TENANT:	<i>[Signature]</i>

May 31, 1993, both Landlord and Tenant shall have the right to terminate this lease provided notice of termination is given to the other party before the municipal site plan approval is obtained and before June 30, 1993. If this lease is not terminated by either party before June 30, 1993, this contingency shall have been waived and this lease shall be in full force and effect. If this lease is terminated before Landlord obtains the necessary municipal site plan approval and before June 30, 1993, then both Landlord and Tenant shall be released from all obligations arising under this lease.

33. ENTIRE AGREEMENT. This lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged in this lease. This lease may not be modified, amended or supplemented except by an agreement in writing signed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this lease to be duly executed and sealed, as of the day and year first above written.

LANDLORD
YPSI ASSOCIATES LIMITED PARTNERSHIP

Witnesses:

Victoria Hill
VICTORIA HILL
William Hill
Peter Hill

By: Michael S. Siskind (S E A L)
Michael S. Siskind, General Partner

TENANT
FAMILY DOLLAR STORES OF MICHIGAN, INC.

ATTEST:

Janice B. Blum
Assistant Secretary

By: [Signature]
Senior Vice President



STATE OF MICHIGAN

NOTARY

COUNTY OF OAKLAND

I, VICTORIA L. HALL, a Notary Public in and for the aforesaid State and County, do hereby certify that Michael S. Sisskind, General Partner of Ypsi Associates Limited Partnership, personally appeared before me this day and that by the authority duly given and on behalf of Ypsi Associates Limited Partnership acknowledged the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 12TH day of March, 1993.

Victoria L. Hall

Notary Public

My Commission Expires:

VICTORIA L. HALL
Notary Public, Oakland County, MI
My Commission Expires 03/22/95

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Phyllis C. Falcone, a Notary Public in and for the aforesaid State and County, do hereby certify that GEORGE R. MAHONEY, JR., and JANICE B. BURRIS, Sr. Vice President and Assistant Secretary respectively of FAMILY DOLLAR STORES OF MICHIGAN, INC. personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 9th day of March, 1993.

Phyllis C. Falcone

Notary Public

My Commission Expires:

May 9, 1997



STATE OF MICHIGAN
COUNTY OF WASHTENAW

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made and entered into this 9th day of March, 1993, by and between YPSI ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership, (hereinafter called "Landlord"), and FAMILY DOLLAR STORES OF MICHIGAN, INC., a Michigan corporation (hereinafter called "Tenant");

W I T N E S S E T H :

In consideration of the covenants hereinafter contained, to all of which Landlord and Tenant agree, Landlord hereby demises and lets to Tenant, and Tenant hereby rents and hires from Landlord, the following described premises situated in the Landlord's shopping center known as Plaza Verde Shopping Center located on the north side of E. Michigan Avenue (U.S. Route 12) northwest of its intersection with June Avenue having an address of 1771-1807 E. Michigan in the City of Ypsilanti, Washtenaw County, Michigan, and being that property comprising 7,000 (70' x 100') square feet immediately adjacent to Arbor Drugs and on the same front building line with Arbor Drugs and Kroger Supermarket. Said premises is shown outlined in red on Exhibit B - Site Plan attached to and made a part of this lease.

Together with a building containing 7,000 (70' x 100') square feet, which shall be constructed by Landlord, as hereinafter provided, on the above-described premises (said premises and the building thereon upon completion of construction, are hereinafter called the "demised premises"), with the right to use, in common with other tenants in the shopping center, the paved, marked, lighted parking, service and access areas provided in accordance with Exhibit B - Site Plan. Tenant shall have the right, subject to Landlord's approval, which will not be unreasonably withheld or delayed, to expand the demised premises into the area behind the demised premises consisting of 1,400 (70' X 20') square feet shown on Exhibit B - Site Plan as "Tenant's expansion area." Landlord shall permit no use of Tenant's expansion area which would interfere with expansion of the demised premises. When



determining whether to grant its consent, Landlord may consider zoning laws, set back requirements, and similar restrictions on the shopping center, Landlord's own plans for the expansion of the shopping center, if any, and other matters pertaining to the shopping center property, but Landlord shall not seek to amend the terms of this lease as a condition of granting its consent. Once the addition is completed, it will become a part of the demised premises for all purposes under this lease. All costs of constructing the addition shall be borne by Tenant.

TO HAVE AND TO HOLD the demised premises together with all and singular the appurtenances, rights, privileges and easements thereunto belonging or in anywise appertaining, unto Tenant, its successors and assigns, for an initial term commencing as hereinafter set forth and ending on the 31st day of December, 2003.

1. RENT. Tenant hereby covenants and agrees to pay Landlord fixed rent at the rate of THREE THOUSAND AND NO/100 Dollars per month (\$36,000.00/annum) payable in advance on or before the tenth day of each month beginning on the commencement date as set forth in Paragraph 5.

2. COVENANT OF TITLE AND AUTHORITY. Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this lease for the full initial term and all extensions; that Landlord is lawfully seized of the entire shopping center, including the demised premises, and has good title thereto; that the shopping center, including the demised premises, is free and clear of all encumbrances except a first mortgage with Sunlife of Canada; that the demised premises comply with all laws, ordinances and regulations including building codes; and that there are no laws, ordinances, government requirements or regulations, title restrictions, restrictions in other leases or zoning or other matters which will restrict, limit or prevent Tenant's use of the demised premises for retail sales including the sale of merchandise typically sold by variety stores, discount stores, dollar stores or variety discount stores.

3. USE OF PREMISES. Landlord warrants that the demised premises may be used, but not limited to such use, by the Tenant, among others, for the conduct of a mercantile business of the type and kind known as a variety store, discount store, dollar store or variety discount store. Tenant shall not be obligated to continuously occupy or operate a business on the demised premises.



4. CONSTRUCTION OF PREMISES. Landlord agrees at Landlord's expense to construct a retail store building, as set out on Exhibit B - Site Plan, said building to have 7,000 (70' x 100') square feet of ground floor space. Landlord shall erect and complete said building in accordance with Tenant's standard criteria plans consisting of six (6) sheets dated November, 1992 and Tenant's Standard Criteria Specifications consisting of fourteen (14) pages. Said plans and specifications are labeled Exhibit A, and constitute a part of this lease. Landlord shall prepare and submit two sets of construction drawings incorporating the requirements of Exhibit A to Tenant's construction department for review at least forty five (45) days prior to commencing construction. All improvements to the demised premises shall be made in accordance with said drawings as modified and approved in writing by Tenant. Tenant's review of the construction drawings shall be limited to insuring that they conform to Tenant's required design and appearance. Landlord shall have full responsibility for all other aspects of the construction drawings including but not limited to insuring that they comply with applicable codes. There shall be no deviations from or changes to said construction drawings as approved by Tenant without the prior written approval of Tenant. During the progress of construction, Tenant's representatives may from time to time inspect the work and materials to determine whether they are in accordance with Exhibit A. The failure of Tenant's representatives to object to any part of Landlord's construction shall not be deemed to be an acquiescence in or acceptance of any failure by Landlord to comply with Exhibit A.

Landlord agrees to use its best efforts to complete the construction of said building not later than August 15, 1993. If construction is not completed by October 30, 1993, then Tenant shall have the right, at its option, to cancel this lease by written notice to Landlord, but until (i) this lease is cancelled or (ii) Landlord completes construction, provides Tenant with written notice of completion and delivers the demised premises to Tenant, Landlord shall pay to Tenant \$75.00 per day as liquidated damages. Landlord agrees that Landlord's failure to timely complete the construction will cause Tenant to suffer economic losses, but that such losses will be difficult to ascertain.

5. DELIVERY OF PREMISES AND COMMENCEMENT OF TERM. Landlord shall obtain all governmental permits and approvals necessary for Tenant to fixture and



merchandise the demised premises and obtain a certificate of occupancy. Landlord shall deliver the demised premises to Tenant upon completion thereof, provided that Tenant shall not be required to accept delivery of the premises prior to April 30, 1993. Landlord agrees to notify Tenant, in writing, of the date the demised premises will be delivered to Tenant at least forty-five (45) days prior to such date.

The term will begin upon the date Tenant accepts delivery of the demised premises, and rent will begin to accrue upon the earlier of thirty (30) days after the date of delivery and acceptance of the demised premises with all construction fully completed in accordance with the approved construction drawings or the date Tenant opens for business in the demised premises.

6. OPTIONS TO EXTEND. The term of this lease shall be automatically extended for five successive periods of five years each unless Tenant shall give written notice to Landlord cancelling the next extended term at least ninety (90) days before such extended term is scheduled to begin. If Tenant gives such notice, this lease will expire the day before such extended term is scheduled to begin. For all purposes under this lease, the phrases "the term of this lease" and "lease term" shall mean the initial term and any extension which comes into effect through Tenant's decision not to cancel this lease. All of the terms, covenants and conditions of this lease shall apply to each such extended term except rent which shall be payable as follows. During the first extended term, rent shall be payable at the rate of THREE THOUSAND THREE HUNDRED THIRTY-THREE AND 34/100 Dollars per month (\$40,000.08/annum). During the second extended term, rent shall be payable at the rate of THREE THOUSAND FIVE HUNDRED FORTY-ONE AND 67/100 Dollars per month (\$42,500.04/annum). During the third extended term, rent shall be payable at the rate of THREE THOUSAND SEVEN HUNDRED NINETY-ONE AND 67/100 Dollars per month (\$45,500.04/annum). During the fourth extended term, rent shall be payable at the rate of FOUR THOUSAND FORTY-ONE AND 67/100 Dollars per month (\$48,500.04/annum). During the fifth extended term, rent shall be payable at the rate of FOUR THOUSAND THREE HUNDRED THIRTY-THREE AND 34/100 Dollars per month (\$52,000.08/annum).

7. ALTERATIONS BY TENANT. Tenant shall have the right at all times after the date of this lease to make, at its own expense, such changes, improvements, alterations and additions to the demised premises as Tenant may desire.



8. FIXTURES. Tenant shall have the right to install on the demised premises such fixtures and equipment as Tenant deems desirable for the operation of its business. Tenant may, on termination of this lease or at any time during the lease term, remove from the demised premises all shelving, fixtures and equipment which Tenant installed at its own expense or otherwise acquired. Tenant shall have the right, at its expense, to place a dumpster in the service area adjacent to the demised premises, a kiddie ride in front of the demised premises and to install communications equipment on the exterior of the demised premises or in the rear service area.

9. UTILITIES. Landlord shall ensure that all necessary utilities are provided to the demised premises (including separate meters) and Tenant shall pay all charges for gas, water, and electricity used by it on the demised premises.

10. DAMAGE AND DESTRUCTION. Should the demised premises or the shopping center be damaged or partially destroyed by fire or other casualty, Landlord shall promptly, at Landlord's expense, make the repairs or restorations so that thereafter the demised premises and the shopping center will be substantially the same as prior to such damage or injury. If the demised premises are damaged, rent shall abate in proportion to the area of the demised premises rendered unusable prior to completion of the repair or restoration.

Should the demised premises or the shopping center be so extensively damaged by fire or other casualty as to require rebuilding, then Landlord shall promptly, at Landlord's expense, restore or rebuild so that thereafter the demised premises and the shopping center will be substantially the same as prior to such destruction. If the demised premises are damaged, rent will cease and abate on the date of the destruction and any rent paid in advance by Tenant will be refunded to it. Rent will begin to re-accrue upon the earlier of ninety (90) days following the date the demised premises have been restored or rebuilt and possession tendered to Tenant or the date Tenant reopens for business. If restoration or rebuilding of the demised premises requires more than 120 days, then Tenant may, at its option, terminate and cancel this lease.



11. INSURANCE. (a) Landlord agrees to keep the demised premises and all other buildings within the shopping center fully insured, at Landlord's expense, against loss or damage by fire and such other casualties as are covered by extended coverage insurance.

(b) Tenant shall maintain insurance against public liability for bodily injury, death or damage to property occurring in the demised premises arising out of the use and occupancy thereof by Tenant. Such insurance will have minimum limits of \$500,000/\$1,000,000 for bodily injury or death and \$100,000 for property damage and Landlord will be named as an additional insured under the policy (except for structural alterations, new construction or demolition operations performed by or on behalf of Landlord).

(c) Landlord shall maintain insurance against public liability for bodily injury, death or damage to property arising out of the acts or omissions of Landlord or arising out of the use of common areas (including without limitation, parking areas, sidewalks, ramps and service areas) in the shopping center. Such insurance will have minimum limits of \$500,000/\$1,000,000 for bodily injury or death and \$100,000 for property damage, and Tenant will be named as an additional insured under the policy.

(d) The insurance required to be carried by subparagraphs (a), (b) and (c) above will be issued by financially responsible insurers duly authorized to do business in the state where the demised premises are located. Certificates of such coverages from the insurers providing that the insurer will endeavor to give 30 days written notice to Landlord or Tenant, as the case may be, prior to cancellation of any such insurance shall be furnished to Landlord or Tenant upon written request of either.

(e) Beginning on the rent commencement date, Tenant shall reimburse Landlord for Tenant's proportionate share of Landlord's insurance costs for insurance required to be carried by Landlord under subparagraphs (a) and (c) above. Any such cost for a partial lease year shall be pro rated on a per diem basis. Tenant shall make said reimbursement within thirty (30) days of receipt of written request for reimbursement from Landlord accompanied by a copy of the premium statement and evidence of payment thereof and any other information Tenant may reasonably require. All premiums shall be at competitive rates. Tenant shall have no responsibility for payment of any



increases occasioned by any addition or improvement to the shopping center, nor due to the use of any other premises in the shopping center in a manner which results in an increase in Landlord's premiums.

12. MAINTENANCE AND REPAIRS. Landlord shall remedy any defect in workmanship, materials or equipment furnished by Landlord pursuant to Paragraph 4 of this lease provided Tenant notifies Landlord of the defect within twelve months of the rent commencement date. Landlord shall maintain and keep in good repair and replace when necessary the shopping center and all exterior portions of the building constituting part of the demised premises, including the roof, exterior walls, gutters and downspouts and also all structural portions of the building whether interior or exterior. Landlord shall also be responsible for making any repairs made necessary by the settling of the building constituting a part of the demised premises, any repairs to the interior of the demised premises made necessary by Landlord's failure to maintain the exterior of the demised premises and any repairs to exterior water, sewer and electrical lines (and sprinkler system, if any). During the first 365 days after Tenant opens for business, Landlord shall be responsible for any repairs and replacements to the interior plumbing, interior electrical and the heating and air conditioning systems and, after said 365 day period, Landlord shall be responsible for major repairs to the interior plumbing and electrical systems. Landlord shall keep the paved and marked parking, service and access areas maintained, including the removal of snow, ice, trash and debris, and in a good state of repair and properly lighted. Landlord shall furnish heating and air conditioning systems serving only the demised premises manufactured by a national firm such as Lennox, Carrier or equivalent. The air conditioning system shall have a minimum capacity of 17.5 tons and shall be sufficient to maintain an even inside temperature of not less than 72 degrees and a relative humidity of not more than fifty percent (50%) and the heating system shall be sufficient to maintain a minimum indoor temperature of 72 degrees.

Tenant shall maintain and repair all plateglass, doors and door closures and all interior, non structural portions of the building constituting a part of the demised premises except for repairs Landlord is required to make, and after the first year following Tenant's opening for business, Tenant shall



keep the interior plumbing, interior electrical and the heating and air conditioning systems in repair except that Landlord will be responsible for major repairs to the interior plumbing and electrical systems and Tenant will not be obligated to replace any major component of the heating and air conditioning systems. Tenant's election not to replace any major component of the heating and air conditioning system shall not place any obligation on Landlord to do so. Major repairs to the interior plumbing and electrical system shall mean any one repair or replacement costing in excess of \$1,000.00. Landlord agrees to assign to Tenant or to enforce for Tenant's benefit any warranties on the heating and air conditioning systems which extend beyond one year.

13. COMMON AREA MAINTENANCE CHARGES. Landlord shall maintain the common areas of the shopping center, as shown on Exhibit B - Site Plan attached hereto, in good order, condition and repair. Tenant shall reimburse Landlord for Tenant's proportionate share of the following direct costs paid by Landlord in connection with the maintenance and repair of said common areas: utility charges for lighting of the parking, service and access areas; sweeping, snow removal and re-striping of the parking, service and access areas; repairs of the parking lights and light standards and repairs to the asphalt surfaces. Notwithstanding the foregoing, Tenant's obligation for payment of asphalt repairs shall not exceed \$500.00 during any lease year. All of said costs shall be reasonable and at competitive rates, and Tenant shall have no responsibility for other charges and costs incurred by Landlord in connection with the maintenance and repair of said common areas nor any costs for which Landlord receives reimbursement through insurance proceeds.

Tenant's proportionate share shall be equal to a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises, and the denominator of which shall be the total number of square feet of floor area in all buildings in the shopping center, including the demised premises, with such figure to be reduced on a pro rata basis for partial lease years.

Landlord shall furnish Tenant with a detailed statement annually after the end of each lease year or partial lease year setting forth the actual amount of Tenant's proportionate share of the costs for which Tenant is responsible



for the prior lease year or partial lease year. Such statement shall be accompanied by documentation to support Landlord's request for reimbursement, including copies of paid invoices for all costs incurred and any other information Tenant may reasonably require.

14. TAXES. Landlord shall pay all taxes, assessments and other charges which may be levied, assessed or charged against the shopping center including the demised premises, and will make all payments required to be made under the terms of any mortgage or deed of trust which is now or may hereafter become a lien on the demised premises.

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Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and other personal property. Tenant shall reimburse Landlord for a share of the real estate taxes on the shopping center calculated as follows: Landlord and Tenant agree that the ^{ASSESSED 11/85} value of that portion of the shopping center land which should be allocated to the demised premises is \$35,000.00. Beginning on the rent commencement date, Tenant will reimburse Landlord for the actual real estate taxes attributable to said \$35,000 valuation (assessment). Following completion of construction of the building to be built on the demised premises, Tenant shall also reimburse Landlord for real estate taxes based on the value of said building. For the purposes of determining the amount of real estate taxes payable by Tenant for the building to be built on the demised premises, Landlord will use its best efforts to obtain a separate tax assessment for the demised premises. If a separate assessment is not obtainable, then Landlord and Tenant will, in good faith, attempt to determine the increase in the assessed value of the shopping center fairly attributable to the construction of the building constituting a part of the demised premises. Absent evidence to the contrary, it shall be presumed that the assessed value of said building will be equal to the difference between the assessed value of the shopping center before construction of said building and the assessed value of the shopping center following completion of construction of said building.

Any real estate taxes which are the responsibility of Tenant in the year in which this lease shall begin or end shall be apportioned between Landlord and Tenant on a pro rata basis. Landlord agrees to notify Tenant in writing within ten (10) days after receiving notification of any planned increase in



the assessed value or the real estate taxes. Tenant shall have the right to contest, by appropriate proceedings, in Landlord's or Tenant's name, the validity or amount of any such increase. Landlord agrees to cooperate with Tenant in contesting any such increase. If Landlord fails to give written notice of the increase to Tenant within such ten (10) day period, then Tenant shall not be responsible for reimbursing Landlord for such increase. Landlord shall timely apply for and diligently pursue any exemption from or abatement of real estate taxes or any increase in such taxes available during the first year of the lease term through any state or local programs, including but not limited to relief from increases in real estate taxes resulting from an increased assessment of the demised premises due to any improvements made to the demised premises by Landlord or Tenant prior to the rent commencement date. Tenant shall receive the benefit of any such exemption or abatement. Landlord shall provide Tenant with a copy of the tax bill with evidence of Landlord's payment for each year and any other information Tenant may require. In no event shall Tenant be responsible for reimbursing Landlord for any real estate taxes unless Tenant has received a copy of the tax bill with evidence of payment thereof and written request for reimbursement from Landlord within ninety (90) days after the earlier of the date Landlord paid such taxes or the date such taxes were due and payable. Tenant shall have no responsibility for reimbursement of any tax increases occasioned by any addition or improvement to the shopping center.

15. UNPERFORMED COVENANTS. If Landlord fails to perform any affirmative covenant to be performed by Landlord pursuant to this lease, or if Landlord fails to make any payment which Landlord has agreed to make, including payments secured by a mortgage or deed of trust on the demised premises or the shopping center, then Tenant may, at its option, after notice to Landlord, perform such affirmative covenant or make any such payment as Landlord's agent and in Tenant's sole discretion as to the necessity therefore, and the full amount of the cost and expense incurred or the payment, so made shall immediately be owing by Landlord to Tenant. Tenant shall have the right to deduct the amount thereof, together with interest at the legal rate from the date of payment, without liability of forfeiture, out of rents then due or thereafter coming due hereunder. Tenant shall have a lien on the demised premises and on the shopping center to secure the repayment of any such amount. The rights granted in this Paragraph shall not release Landlord from



any obligation to perform any of the covenants to be performed by Landlord under this lease and shall be in addition to any other rights Tenant may have by reason of any default by Landlord.

16. SIGNS. Tenant shall have the exclusive right to place signs or other advertising devices, electrical or non-electrical, at any place on the demised premises, and the front of the building thereof. Tenant shall repair any damage resulting from the installation or removal of its signs. Subject to obtaining any required governmental permits, Tenant is specifically granted the right to erect its standard building sign on the front of the demised premises, its standard undercanopy sign and its standard free standing road sign (or signs as similar to Tenant's standard signs as are allowed by local ordinances). If Tenant is not able to obtain the necessary governmental permits to erect a free standing road sign, Tenant shall have the right, subject to obtaining the required governmental permits, to erect a sign on the shopping center pylon below the existing tenant signs. Landlord shall cooperate with Tenant to obtain any governmental permits and approvals needed to erect Tenant's signs. Landlord will not permit the erection of any new signs after the date of this lease that would interfere with the visibility of Tenant's road sign.

17. CONDEMNATION. If the demised premises, or any part thereof, or any part of the shopping center parking, service or access areas shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, Tenant shall have the right to terminate this lease, in which case any unearned rent shall be refunded to Tenant. If only a portion of the demised premises or of the parking, service or access areas shall be taken by condemnation or other proceeding, and if Tenant elects not to terminate this lease, then the rent shall be reduced in the same proportion that the demised premises or parking, service or access areas are reduced and Landlord shall restore the demised premises or parking, service or access areas, as applicable, to as close to their condition as existed prior to the taking as is feasible. Tenant shall have the right to participate in any proceeding pertaining to condemnation of the demised premises or the parking, service or access areas whether or not Tenant elects to terminate this lease, and Landlord and Tenant shall each be entitled to their separate claims based on their respective interests even if a single award for all damages is given by the condemning authority.



18. FORFEITURE FOR FAILURE TO PAY RENT. If the rent or any part of it shall be unpaid on the date of payment by the terms of this lease, and remain so for a period of thirty (30) days after written notice shall have been received by Tenant at its notice address and also at the demised premises, then Landlord may declare the term ended and enter into the demised premises by due process of law, and expel Tenant and repossess and enjoy the demised premises as though this lease had by its terms expired. Should the lease term at any time be ended by Landlord under the terms and conditions of this Paragraph, Tenant shall peaceably surrender the demised premises to Landlord.

19. SURRENDER OF POSSESSION. Upon the termination of this lease, Tenant shall surrender the demised premises in good repair, ordinary wear and tear and damage by fire or other casualty excepted.

20. EXCLUSIVE USE. Landlord agrees that Landlord and any entity controlled by Landlord or any partner or principal of Landlord shall not lease (or permit the leasing or subleasing of) or sell any space in the shopping center, nor any space in any adjacent or other property owned or controlled by Landlord or any entity controlled by Landlord or any partner or principal of Landlord within one-half mile of the demised premises to any variety store, variety discount store, discount department store, junior department store, dollar store, discount clothing store including "one price" type stores, off-price clothing store, clothing outlet store, liquidation or close out store, or any store similar to Tenant in operation or merchandising. Landlord will not be in violation of this paragraph if Landlord acquires property after the date of this lease on which, at the time of Landlord's purchase, there is operating a business which would be prohibited by this paragraph and Landlord may extend or renew any lease with any such business. However, this paragraph will apply to any replacements of any such business unless the replacement occurs through an assignment or subletting that does not need Landlord's approval.

If there is a breach of this Paragraph by Landlord, Tenant's rights and remedies shall include, but not be limited to, the right at any time thereafter to elect to terminate this lease, and upon such election, this lease shall be terminated and Tenant shall be released and discharged from all further liability hereunder. So long as such breach exists and Tenant has not terminated this lease, Tenant's only obligation with respect to rent shall be the payment of the lesser of (i) the fixed minimum rent set forth in Paragraph 1 above, or (ii) percentage rent of two percent (2%) of the gross sales



made by Tenant on the demised premises during each lease year period, with no fixed minimum rent. Gross sales shall mean all sales made from the demised premises excluding sales tax, excise tax, refunds, void sales, sales from vending machines and sales of cigarettes, beverages, paper products, motor oil and sundry drugs, including but not limited to health and beauty aids. Such percentage rent shall be payable within sixty (60) days after the end of each lease year. The term "lease year" shall mean the calendar year and shall always end on December 31. The rights and remedies set forth above shall not be exclusive of Tenant's rights to damages or any other rights or remedies.

21. WAIVER OF SUBROGATION. Landlord and Tenant agree that no claims shall be made, and that no suit or action, either at law or in equity, shall be brought by either Landlord or Tenant, or by any person, firm or corporation claiming by, through or under either of them, their successors or assigns, by way of subrogation or otherwise against the other, or their directors, officers, agents, employees, successors, sublessees or assigns, for any loss or damage to the demised premises and any improvements or other property located therein or to the shopping center and any improvements or other property located therein caused by or resulting from fire or other casualty of whatsoever origin even if caused by negligence, to the extent that the same is covered by insurance or is required by the terms of this lease to be covered by insurance against loss or damage by fire and such other casualties as are covered by extended coverage insurance; provided, however, nothing contained in this Paragraph shall affect or diminish Landlord's obligation to repair or rebuild in case of damage or destruction. All policies of insurance against loss or damage by fire and such other casualties as are covered by extended coverage insurance carried and maintained pursuant to this lease shall contain or be endorsed to contain a provision whereby the insurer thereunder waives all rights of subrogation against either Landlord or Tenant.

22. SUBORDINATION TO MORTGAGES. At the option of Landlord, this lease shall be subordinated to the lien of any mortgage or deed of trust (hereinafter called "Mortgage") which Landlord may place on the demised premises and Tenant shall cooperate by executing any reasonable instrument which may be required to effectuate such subordination, provided that before Landlord can cause this lease to be subordinated to the lien of any Mortgage under any circumstances whatsoever, Landlord must deliver to Tenant a recordable agreement signed by the holder of the Mortgage ("Mortgagee"),



providing in substance that as long as Tenant shall discharge its obligations under this lease, Tenant's rights under this lease will not be impaired or diminished, its tenancy shall not be disturbed or affected by any default under the Mortgage and in the event of foreclosure, the rights of Tenant shall survive and this lease shall continue in full force and effect, including any rights to extend the term as provided herein. Landlord agrees to provide to Tenant within thirty days after the date of this lease such agreements from all present Mortgagees. Tenant shall have the right to withhold \$100.00 per month from the rent until non-disturbance agreements signed by all present Mortgagees have been delivered to Tenant. Tenant shall pay all sums withheld to Landlord within thirty days after Landlord delivers said agreements to Tenant.

23. HOLDING OVER. If Tenant remains in possession after the expiration of the term of this lease, Tenant shall occupy the demised premises as a Tenant from month-to-month, but both Landlord and Tenant shall otherwise be subject to all of the provisions of this lease applicable during the last year of the lease term.

24. PARKING AREA. Landlord acknowledges that convenient automobile access and parking for Tenant's customers is critical to the successful operation of Tenant's business. Landlord agrees not to build any buildings in the shopping center except as shown on Exhibit B - Site Plan, and that all area shown on Exhibit B as parking shall always be devoted to marked, lighted, paved parking area. Landlord agrees that all entrances, exits, driveways and service areas will remain substantially as shown on Exhibit B. Landlord further agrees to always provide a minimum of five paved, marked and lighted parking spaces for full size automobiles for each 1,000 square feet of building area in the shopping center. Landlord agrees not to lease any space in the shopping center within two hundred feet of the demised premises for use as a theater, bowling alley, game arcade or other entertainment facility, a bar, tavern, lounge or nightclub, for offices (except incidental to retail use), as a school, training facility or meeting hall or as a restaurant in excess of 1,500 square feet except a fast food restaurant.

25. NOTICES. All notices provided for in this lease shall be in writing and unless otherwise stated shall be deemed to have been given when deposited



in the United States mail and sent via Certified Mail, Return Receipt Requested, addressed as follows:

As to Landlord: Ypsi Associates Limited Partnership
17117 West Nine Mile Road
Suite 1040
Southfield, Michigan 48075
Attn: Michael S. Sisskind

As to Tenant: Corporate Secretary
FAMILY DOLLAR STORES OF MICHIGAN, INC.
Post Office Box 1017
Charlotte, North Carolina 28201-1017

Either Landlord or Tenant may change the address to which notices are to be sent by giving notice to the other party of such change of address as provided in this Paragraph. All payments of rents shall be mailed to the Landlord at the address designated above. Tenant shall not be obligated to pay rent to any person or entity other than Landlord until Tenant receives a written statement signed by Landlord and acceptable to Tenant designating the person or entity to receive rent, and if applicable, providing notice of the transfer of the Landlord's interest in the demised premises.

26. RECORDING. Landlord agrees at the expense of Landlord to cause a Memorandum of this lease acceptable to Tenant to be recorded in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction in which the demised premises are located and Landlord shall return the recorded Memorandum to Tenant within thirty (30) days after execution of this lease. Landlord shall furnish an accurate legal description of the demised premises or the shopping center if needed to record the Memorandum. If Landlord fails to return the recorded Memorandum to Tenant within said thirty (30) day period, then Tenant may proceed to record on behalf of Landlord and Landlord shall promptly reimburse Tenant for all expenses in connection with recordation.

27. QUIET ENJOYMENT. Landlord covenants and warrants that Tenant shall have and enjoy during the term of this lease the quiet and undisturbed possession of the demised premises together with all appurtenances appertaining thereto. Rent under this lease shall abate during any period of time Tenant is deprived of the use of the demised premises for any reason.



Landlord shall not take any action against Tenant for non performance of any obligation of Tenant under this lease unless Tenant shall have failed to perform such obligation for a period of thirty days after receipt by Tenant of written notice from Landlord, provided that if the obligation cannot reasonably be performed within thirty days, Tenant shall not be considered to have failed to perform if Tenant commences performance within thirty days after notice and diligently pursues performance thereafter.

28. COMPLIANCE WITH LAWS. Landlord shall, at Landlord's sole cost and expense, comply with all of the requirements of all county, municipal, state and federal laws and regulations now in force, or which may hereafter be in force, which pertain to the physical or environmental condition of the shopping center or the demised premises, including, without limitation, laws pertaining to asbestos, radon, and hazardous substances unless the condition was caused by Tenant. In particular, Landlord shall comply with the requirements of the Americans with Disabilities Act for newly constructed buildings.

29. PARAGRAPH HEADINGS; SEVERABILITY. The paragraph headings throughout this lease are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this lease. If any provision of this lease is held to be invalid or unenforceable, the remainder of this lease shall not be affected, and all other provisions shall be valid and enforceable to the fullest extent permitted by law.

30. CONFIDENTIALITY OF LEASE TERMS AND SALES INFORMATION. Landlord agrees that all terms of this lease as well as any information provided to Landlord pertaining to Tenant's gross sales shall remain confidential and shall not be divulged by Landlord without the written consent of Tenant.

31. LEASE BINDING ON HEIRS, ETC. All covenants and agreements of this lease shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest, and assigns of both Landlord and Tenant.

32. CONTINGENCY. This lease is contingent upon Landlord obtaining municipal site plan approval to construct the building constituting a part of the demised premises. Landlord agrees to use its best efforts to obtain such approval. If Landlord is not able to obtain such approval on or before



May 31, 1993, both Landlord and Tenant shall have the right to terminate this lease provided notice of termination is given to the other party before the municipal site plan approval is obtained and before June 30, 1993. If this lease is not terminated by either party before June 30, 1993, this contingency shall have been waived and this lease shall be in full force and effect. If this lease is terminated before Landlord obtains the necessary municipal site plan approval and before June 30, 1993, then both Landlord and Tenant shall be released from all obligations arising under this lease.

33. ENTIRE AGREEMENT. This lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged in this lease. This lease may not be modified, amended or supplemented except by an agreement in writing signed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this lease to be duly executed and sealed, as of the day and year first above written.

LANDLORD
YPSI ASSOCIATES LIMITED PARTNERSHIP

Witnesses:

Victoria J. Hall
VICTORIA J. HALL
General Partner
Peter M. Schweidemann

By: Michael S. Siskind (S E A L)
Michael S. Siskind, General Partner

TENANT
FAMILY DOLLAR STORES OF MICHIGAN, INC.

ATTEST:

Jamie R. Buer
Assistant Secretary

By: [Signature]
Senior Vice President



STATE OF Michigan

NOTARY

COUNTY OF OAKLAND

I, VICTORIA L. HALL, a Notary Public in and for the aforesaid State and County, do hereby certify that Michael S. Siskind, General Partner of Ypsi Associates Limited Partnership, personally appeared before me this day and that by the authority duly given and on behalf of Ypsi Associates Limited Partnership acknowledged the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 12TH day of March, 1993.

Victoria L. Hall

Notary Public

My Commission Expires:

VICTORIA L. HALL
NOTARY PUBLIC
STATE OF MICHIGAN
COMMISSION EXPIRES 03/12/96

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Phyllis C. Falcone, a Notary Public in and for the aforesaid State and County, do hereby certify that GEORGE R. MAHONEY, JR., and JANICE B. BURRIS, Sr. Vice President and Assistant Secretary respectively of FAMILY DOLLAR STORES OF MICHIGAN, INC. personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 9th day of March, 1993.

Phyllis C. Falcone

Notary Public

My Commission Expires:

May 9, 1997



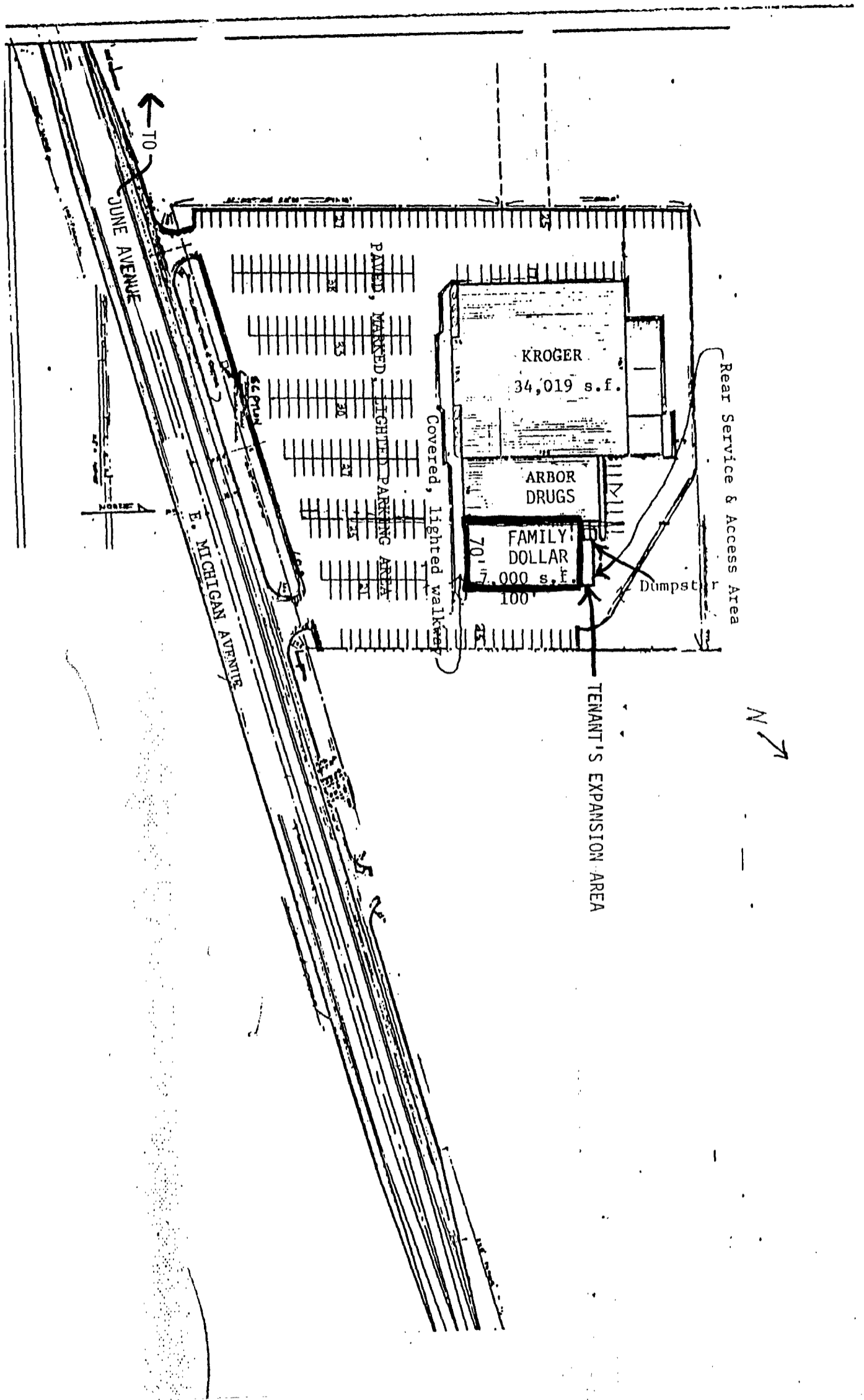


EXHIBIT B - Site Plan
 YPSI ASSOCIATES LIMITED PARTNERSHIP
 Landlord
 FAMILY DOLLAR STORES OF MICHIGAN,
 INC.
 Tenant
 Lease Agreement

DATE	3-9-93
APPROVED BY:	
LANDLORD:	<i>[Signature]</i>
TENANT:	<i>[Signature]</i>

THIS INDENTURE, made and entered into this 9th day of March, 1993, by and between YPSI ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership, hereinafter referred to as the "LANDLORD", and FAMILY DOLLAR STORES OF MICHIGAN, INC., a Michigan corporation, hereinafter referred to as "TENANT".

W I T N E S S E I H

THAT the LANDLORD, in consideration of the rents reserved, hereinafter referred to, and of the terms, covenants and conditions hereinafter mentioned, has this day demised and leased unto the TENANT, the following described property situated in the Landlord's shopping center known as Plaza Verde Shopping Center located at on the north side of E. Michigan Avenue (U.S. Route 12) northwest of its intersection with June Avenue having an address of 1771-1807 E. Michigan in the City of Ypsilanti, Washtenaw County, Michigan, and being that property comprising 7,000 (70' x 100') square feet immediately adjacent to Arbor Drugs and on the same front building line with Arbor Drugs and Kroger Supermarket. Said premises is shown outlined in red on Exhibit B - Site Plan attached to and made a part of this lease.

Together with a building containing 7,000 (70' x 100') square feet, which shall be constructed by Landlord on the above-described premises (said premises and the building thereon upon completion of construction, are hereinafter called the "demised premises"), with the right to use, in common with other tenants in the shopping center, the paved, marked, lighted parking, service and access areas provided in accordance with Exhibit B - Site Plan.

TO HAVE AND TO HOLD said demised premises for an initial term ending on the 31st day of December, 2003, upon the rents, terms, covenants and conditions contained in a certain Lease Agreement between the parties and bearing even date herewith, which said Lease Agreement is incorporated herein by reference, and the TENANT has been and is hereby granted, in accordance with the terms of said Lease, Five (5) successive options to extend the term of said Lease for a period of five (5) years on each option.

IN WITNESS WHEREOF, this indenture has been duly executed by said parties in manner and form provided by law, this the day and year first above written.

Witnesses:

Victoria L. Hall
VICTORIA L. HALL
[Signature]
[Signature]

LANDLORD
YPSI ASSOCIATES LIMITED PARTNERSHIP

By: *Michael S. Siskind* (S E A L)
Michael S. Siskind, General Partner

TENANT
FAMILY DOLLAR STORES OF MICHIGAN, INC.

By: *[Signature]*
Senior Vice President

ATTEST:

Janice R. Beer
Assistant Secretary



STATE OF Michigan

NOTARY

COUNTY OF OAKLAND

I, VICTORIA L. HALL, a Notary Public in and for the aforesaid State and County, do hereby certify that Michael S. Siskind, General Partner of Ypsi Associates Limited Partnership, personally appeared before me this day and that by the authority duly given and on behalf of Ypsi Associates Limited Partnership acknowledged the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 12TH day of March, 1993.

Victoria L. Hall

Notary Public

VICTORIA L. HALL
Notary Public, Oakland County, MI
My Commission Expires June 25, 1996

My Commission Expires:

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Phyllis C. Falcone, a Notary Public in and for the aforesaid State and County, do hereby certify that GEORGE R. MAHONEY, JR., and JANICE B. BURRIS, Sr. Vice President and Assistant Secretary respectively of FAMILY DOLLAR STORES OF MICHIGAN, INC. personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 9th day of March, 1993.

Phyllis C. Falcone

Notary Public

My Commission Expires:

May 9, 1997



FAMILY DOLLAR STORES, INC.

STANDARD CRITERIA SPECIFICATIONS

EXHIBIT A - Standard Criteria
Specifications

Lease Agreement

YPSI ASSOCIATES LIMITED PARTNERSHIP
Landlord

FAMILY DOLLAR STORES OF MICHIGAN,
INC.

Tenant

DATE: 3/12/93

APPROVED BY: _____

LANDLORD: MCS

TENANT: [Signature]

FAMILY DOLLAR STORES - CRITERIA SPECIFICATIONS

SECTION 1-A - GENERAL CONDITIONS

- 1A-01 Scope of Work: The Contractor shall provide all labor, materials, equipment and services necessary for completion of the work according to the Contract Documents and in accord with all national, state and local codes, rules, regulations and requirements.
- 1A-02 Contract Documents shall consist of drawings, these specifications, the "Contract", "Lease" or "Agreement", exhibits thereto and any addenda issued for the project, and any change orders issued for the project.
- 1A-03 Consideration for the Work: The amount of the Contract shall include all work set out in the Contract Documents and compliance with all applicable codes and permits.
- 1A-04 Compliance with Codes and Permits: The Contractor shall conform to the provisions of all state national and local building, sanitary, electrical, handicapped and safety codes, laws, ordinances, regulations, and, as well, to all guidelines, rules and regulations set forth by the Landlord of the project when such applies, whether or not shown in the drawings and or specifications.
- 1A-05 Tenant: Wherever the term "Tenant" is used in the Contract Documents, it shall refer to Family Dollar Stores, P.O. Box 1017, Charlotte, NC 28201-1017, Phone (704)-847-6961.
- a. All papers required to be delivered to the Tenant shall be directed to the person named in the Contract Agreement at the above address.
- 1A-06 Landlord: Wherever the term "Landlord" is used in the Contract Documents, it shall refer to the Owner of the development in which the project is to be built.
- 1A-07 Owner: Wherever the term "Owner" is used in the Contract Documents, it shall refer to the "Tenant" or the "Landlord" as their interests may appear.
- 1A-08 Architect: Wherever the term "Architect" is used in the Contract Documents, it shall refer to the licensed architect who prepared drawings and specifications for the project, or as otherwise designated in the Contract Documents.
- 1A-09 Contractor: Wherever the term "Contractor" is used in the Contract Documents, it shall refer to the General Contractor with whom the Owner enters into a contractual agreement for the construction work described in the Contract Documents. The Contractor shall coordinate all his work and the work of all his subcontractors, and shall cooperate with any other separate contractors employed at the site.
- 1A-10 Taxes: The Contractor shall pay all sales taxes, social security taxes, use taxes and any other tax for which he is liable to local, state or federal governments, and shall guarantee to hold harmless the Owner (Family Dollar Stores) and the Landlord of the site, where such exists, in every respect against same.
- 1A-11 Insurance: The Contractor and all subcontractors shall provide, as a minimum, the insurance coverages described below and deliver to the Owner certificates which evidence the existence of such insurance coverage prior to commencing work. The required insurance shall be maintained throughout the work.
- A. Workmen's Compensation Insurance in accordance with laws of the state in which the work is done, including Employer's Liability Insurance to the limit of \$100,000.
- B. Comprehensive General Liability Insurance, excluding automobile liability, against personal injury, including death resulting therefrom, to the limit of \$500,000 for any one person and \$1,000,000 for more than one person in any one accident and against property damage to the limit of \$100,000.

- C. Automobile Insurance, including non-owner and non-owned automobile, against personal injury including death resulting therefrom, to the limit of \$500,000 for any one person and \$1,000,000 for more than one person in any one accident, and against property damage to the limit of \$100,000.
- D. The Contractor shall provide, at his expense, Builder's Risk Insurance. Any certificate of such coverage shall be provided as requested by the Tenant. Prior to purchase, Contractor shall provide cost of same to Owner and Owner shall have option to furnish Builder's Risk Insurance.

1A-12 Hold Harmless Agreement: The Contractor hereby agrees to protect, defend and indemnify and save harmless the Owner and the Landlord of the site against all losses, costs or damage on account of any injury to persons or property in the performance of this Contract.

1A-13 Bonds: When required by the Owner, the Contractor shall secure and pay for a Labor and Materials Payment Bond and a Performance Bond, each in the amount of 100% of the Contract sum, each on forms approved by the Owner. All bonds shall be issued by a surety acceptable to the Owner. Include costs for such in the Contract amount. Bonds must be presented to the Owner before any payments will be made under the Contract.

1A-14 Payment for Work: Payments shall be made on account of the Contract by the Owner, upon requisition by the Contractor, as follows: Ninety percent (90%) of the amount in place monthly, provided:

- A. Contractor shall submit with his application for payment, on approved form, all those lien releases, waivers, affidavits and other documents as from time to time may be required by the Owner or the Landlord of the site, covering the General Contractor, subcontractors and materials suppliers.
- B. With his application for final payment, Contractor shall include all those items mentioned in "A" above, plus the final Certificate of Occupancy, approved sprinkler drawings where applicable, final list of contractors who performed work at the site or for the project, a list or copy of permits, inspections, any special affidavits and/or waivers required by the Landlord of the site, a signed-off final inspection punch list, if applicable, and any other submittals or items required by the various other sections of these specifications or the drawings. Final payment will not be made until the above is received by the Owner.

The necessary special forms for completion will be issued to the Contractor by the Owner as soon as possible or practicable after execution of the Contract Agreement.

1A-15 Drawings & Specifications: These criteria drawings and specifications are intended to establish minimum standards for demised space improvements. These documents shall be verified and incorporated into a final set of drawings and specifications for the demised space by the owner's architect. The drawings are presumably correct, but the Contractor shall check all figures and notify the Owner if any errors are discovered therein. If any disputes arise as to the true intent and meaning of the drawings and/or specifications, same shall be referred to the Architect, whose decision shall be final on all such points. The following principles shall govern the settlement of disputes which may arise over discrepancies in the Contract Documents:

- A. As between large scale drawings and small scale drawings, the larger scale shall govern.
- B. As between scale of drawings and written dimensions thereon, written dimensions shall govern.
- C. As between drawings and specifications, the requirements of the more stringent shall govern.
- D. As between the drawings and specifications and the Contract Agreement, the requirements of the Contract Agreement shall govern.

1A-16 Correlation and Intent of Contract Documents: The Contract Documents are complementary to each other and anything called for or shown on any one of the Contract Documents shall have like effect and be as binding as if called for or shown on all the documents. It is the intent of the Contract Documents to include all labor, materials, services and equipment, and associated items of work, as are or may be required for the proper execution and completion of the work of the Contract.

A. Measurements for all work shall be taken at the project site by the Contractor of each branch of the work before commencement of any work.

B. Contractor shall keep at least one complete and up-to-date set of drawings, specifications, details, addenda and change orders related to the project at the site. These shall be made available to the Owner or the Architect and their representatives for their use during job visits.

1A-17 Extras: No claim for extra work (extras) will be allowed unless a price for same has been agreed upon beforehand and said extra work shall be ordered in writing by the Owner. The price for extras shall be calculated at the Contractor's cost, plus overhead and profit at the same percentage as in the original Contract cost breakdown.

A. The Contractor shall carefully compare and study all drawings, specifications and other instructions. He shall visit the site of the work and fully inform himself, prior to bidding, as to all existing conditions and limitations under which the work is to be performed, and he shall include in his bid all costs of all items necessary to perform the work as set forth in the Contract Documents.

B. No extras will be allowed for any errors, discrepancies, or omissions on the drawings which the Contractor failed to report prior to award of the Contract, and no allowances will be made for or to any bidder because of lack of examination or knowledge of the site.

C. The submission of a bid will be construed as conclusive evidence that the bidder has made comparisons, studies, visits and investigations as are described hereinabove.

1A-18 Substitutions: For the purposes of establishing quality and quantity for the required materials, the products of certain manufacturers, brand names or trade names have been cited in the drawings and specifications. In no way shall this be construed as limiting competition. Products of other manufacturers may be used upon prior approval of the Owner after submission by the Contractor of manufacturer's specifications, catalog cuts, samples or other data to demonstrate compliance with the specified design.

1A-19 Changes or Substitutions due to Code or Permit Requirements:

A. Contractor, unless the law specifically requires the Owner to do so, shall obtain all necessary permits and licenses, and shall pay for all permits, licenses, certificates, fees, taxes, meters, utility connection charges, reviews required for the proper execution and completion of the work, as are applicable at the time of submission of the bid.

B. Any legal fees or payments required and passed after the date for receipt of bids for the project shall be reimbursed to the Contractor by the Owner as set forth in "Extras" above.

C. Before making any variations from the drawings and specifications that may be necessary to conform to requirements of codes and permits, the Contractor shall give to the Owner written notice specifying the variation proposed to be made, the reason for need of same, the Contract amount change therefor, and shall apply for instruction thereon. Extra payments therefor shall be made to the Contractor as set forth in "Extras" above.

1A-20 Protection of Public and Adjoining Property: Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the site property, adjacent property and public property from injury arising in connection with the Contract and shall make good any damage or injury at no additional cost to the Owner. Contractor assumes and bears all risk of damage to or failure of the work and all risks of accidents or happenings from whatsoever causes arising until the work shall have been fully completed and accepted by the Owner. No trespassing is to be allowed on adjoining property without permission of the property Owner.

1A-21 Product Handling and Protection of the Work: Use all means necessary to protect the materials and work of the project before, during and after installation, and to protect the work and materials of all other trades and contractors. In the event of damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.

A. In case of failure on the Contractor's part to make good the aforesaid damages, an amount sufficient to cover the expenses for doing so will be deducted from any sum due or to become due to him under the Contract terms.

B. Failure of any contractor to make good any damage to the work of others shall in no way excuse such others from finishing and furnishing complete the work they agreed to do.

1A-22 Protection of Person: Contractor shall be responsible for, comply with, and insure that all equipment procedures conform fully with the safety and health regulations and restrictions set forth to implement the Occupational Safety and Health act of 1970 and amendments thereto.

1A-23 Job Location and Dimensions: Before doing work or ordering materials dependent for proper location or size of installation upon coordination with building and/or site conditions, the Contractor shall verify all dimensions and locations by taking lines and measurements at the site and shall be responsible for correctness of same. No consideration will be given any claim based on differences between actual locations and dimensions and those indicated on the drawings.

1A-24 Guarantees:

A. The Contractor guarantees that all materials shall be of the type and grade suitable for its use and that all labor will be of suitable skill and that all work will be performed in a workmanlike manner and shall be in good usable condition at the date of completion and acceptance.

B. The Contractor guarantees all work for a period of one (1) year after completion and acceptance by the Owner, including immediate repair. The Contractor agrees to correct all defects which may appear in his work within one year, or other times specified herein, after its completion, arising from defective or improper materials or workmanship, including, without additional charge, all expenses and damages in connection with removal, replacement or repair of any of the work which may be damaged or disturbed thereby.

C. A manufacturer's warranty on any item shall not relieve Contractor and/or his subcontractors from full responsibility under all guarantees and/or warranties called for in these specifications.

D. All warranties and/or guarantees of materials and/or workmanship shall be written to the benefit of both Owner and the Landlord of the site, as their respective interests appear, and shall permit enforcement by Owner.

1A-25 Owner's Right to Terminate the Contract: Should the Contractor neglect to prosecute the work properly, or fail to perform any provisions of the Contract, the Owner, after twenty-four (24) hours written notice to the contractor, or by posting written notice in a conspicuous place on the job site, without prejudice to any other remedy it may have, make good any deficiencies and may deduct the cost thereof from the payments then or thereafter due the Contractor, or at its option, may terminate the Contract, and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the Contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor; but, if such expense exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

1A-26 Complete Clean-Up: The building must be kept free from all surplus material, dirt, rubbish and debris at all times. On completion of the work, the Contractor shall remove all his tools, scaffolding, debris, etc., from the building and the project site, and shall leave the premises perfectly clean.

A. Clean shall be defined, for the purposes of this Article, as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.

B. For cleaning, use only materials and equipment specified as compatible with the materials being cleaned by the manufacturer of such materials.

SECTION 1-B - SPECIAL CONDITIONS

- 1B-01 **Materials:** All materials used for this work shall be new and of best quality. When materials or work are described in words having a commonly accepted technical or trade meaning, these words shall be understood to refer to the recognized national and industry standards which shall be in accord with applicable code requirements.
- 1B-02 **Separate Contracts:** The Owner and/or Tenant shall have the right to perform certain operations and installations and install certain items of work during the various stages of construction, such as installation of materials, finishes, equipment, fixtures and merchandise. This work may be contracted to others. The Contractor and all his subcontractors shall cooperate fully with those performing such installations or operations so that all may be made in a timely manner and be coordinated with the other construction work. The introduction of other materials and/or fixtures during construction shall not be construed as final acceptance of the building or project.
- A. All surfaces to accept items furnished and installed by others under separate contracts shall be prepared by Contractor to receive such items and materials the same as if being furnished and/or installed by the Contractor and to the approval of the Architect.
- 1B-03 **Work Coordination:** Each contractor shall coordinate his work with adjacent work and cooperate with other trades so as to facilitate general progress of the work. Each trade shall afford other trades every reasonable opportunity for installation of their work and for storage of their materials without damage or pilferage. Should location of any materials or temporary installation of any sort hinder or prevent the work of another, same shall be removed at the request of the one affected.
- 1B-04 **Protection from Theft:** Each contractor shall be responsible for the protection from theft of any equipment or material belonging to him or under his control and remaining on the site. The Owner assumes no responsibility for theft, damage or vandalism to any contractor's equipment and materials.
- 1B-05 **Barricades:** Provide and maintain necessary barricades, guards, guard lights, etc., as required on the property, public property or adjoining property, by local state laws or codes, as required by the Landlord of the site, or as may be necessary to protect and insure public safety.
- 1B-06 **Protection of the Site:** Provide all necessary protection for building, site, trenches, excavations, work-in-place and tools and materials from water, temperature and the elements. All work damaged by failure to provide protection or by insufficient protection shall be replaced without extra cost.
- 1B-07 **Bids:** Lump sum bids are required. Itemized breakdown of costs is required prior to signing of the Contract Agreement.
- 1B-08 **Schedule of the Work:** The Contractor shall provide, prior to beginning the work, a Work Progress Schedule arranged in chart form showing thereon the estimated plan of progress of the various items of work and shall provide four (4) copies to the Owner. A manual "Critical Path Method Chart" is preferred. A bar graph is acceptable.
- 1B-09 **Operation and Maintenance Data:** To aid in the continued instruction of operating personnel, the Contractor shall furnish and deliver data on all new equipment installed for the benefit of the demised premises to the Owner's representative at the site, prior to request for final payment.
- 1B-10 **Signs:** Undercanopy sign, road sign and building sign shall be furnished and installed by the Tenant. Contractor to provide mechanical backup for attachment and placement of signs as detailed and/or required and electrical and service connection made to same. Temporary construction sign, as detailed on drawings, to be provided and installed by Contractor.
- 1B-11 **Utility Hookups:** Contractor shall make all utility hookups, including meters, taps, rough-ins, and furnishing of temporary utilities and bear all costs for same until final acceptance of the building by Owner.

1B-12 In addition to inspections required by local authorities, Family Dollar Stores may elect to inspect construction:

- A. For projects in which Family Dollar Stores is the Owner of the property (Landlord) or is responsible for the demised area improvements, the Family Dollar Stores' Construction Manager assigned to the project is the authorized Family Dollar Stores' inspector.
- B. For projects in which Family Dollar Stores's is the Tenant and not responsible for the demised area improvements, the Family Dollar Stores' Real Estate Representative is the authorized inspector.
- C. Family Dollar Stores has the right to authorize, in writing, other parties to inspect the work on Family Dollar Stores' behalf.

Inspections may be made at any time during construction, during normal working hours, as is deemed necessary to insure the interests of Family Dollar Stores, Inc.

B-13 Alteration to Drawings and Specifications: Family Dollar Stores reserves the right to alter or modify these plans and specifications at any time so long as such alterations or modifications are not in violation of any applicable governmental codes, laws, ordinances, etc. Construction costs for such changes to be adjusted by contract change order.

SECTION 2-A SITE AND EARTH WORK (NOT APPLICABLE)

SECTION 3-A CONCRETE (NOT APPLICABLE)

SECTION 4-A MASONRY (NOT APPLICABLE)

SECTION 5-A - STRUCTURAL STEEL (NOT APPLICABLE)

SECTION 5-B - SHEET METAL

5B-01 Sheet Aluminum for wrapping of storefront columns shall match aluminum storefront members and be of 24 gauge anodized aluminum, clear finish.

5B-02 Cap flashing, gravel stops and other sheet metal exposed on the finished building, including gutters and downspouts, shall be formed of 26 gauge galvanized steel, painted, unless otherwise detailed or specified.

SECTION 6-A - CARPENTRY

6A-01 Materials:

- A. All framing lumber and blocking, unless noted otherwise, shall be Southern Yellow Pine, No. 2, S4S, cut to shape as required, kiln dried to 19% maximum moisture, treated with Celcure, and shall in addition, where required by local codes, be treated non-combustible.
- B. Plywood shall be 5-ply, non-combustible treated where required by codes, of the thickness and type shown on the drawings.
- C. Wood trim and mouldings, unless noted otherwise, shall be "B or better", clear white pine, fir or poplar. All finish lumber, trim, mouldings and millwork shall have a moisture content not exceeding 12%.
- D. "Treated Wood" (PT) shall be impregnated with a waterborn preservative such as Celcure, applied by vacuum process in closed cylinder, kiln dried after treating.
- E. Nails, bolts, and screws shall meet the standards of the trade and the needs of the work. Powder activated fasteners shall be of the size and type suitable for the intended service.
- F. Metal Studs, where called for on drawings or required by code restrictions, shall be 3-5/8" screwable type. See also Section 9-A below.

- G. Wood furring strips, where required or called for, shall be as per Item #A above, treated as required, 24" maximum centers.
- H. Wall insulation board shall be called for in Section 7-C.
- I. Other products shall be as called for on the drawings, in these specifications, or as required for a complete and finished project.
- J. Platform over toilet area to be constructed of all code-approved materials, sizes as indicated on the drawings or as required for a complete and finished project.
- K. Toilet Rooms shall be equipped with framed wall mirror, 24" x 30", concealed mounting, over lavatory; toilet paper holder adjacent to water closet; coat hook on door; code-approved room identification signs; code-approved grab bars, wall or floor mounted as required, at toilet in handicapped room(s).

6A-02 Installation: Carpentry work shall be performed to the best standards of practice. Work shall be laid out carefully to produce results intended on the drawings and to accommodate work of all other trades and crafts.

- A. Framing Lumber shall be cut to fit accurately into position, true to lines, plumb, level and rigidly secured into position. Studs shall be set accurately to receive finish.
- B. Doors and hardware shall be installed so that doors swing freely, easily and quietly on their hinges and close accurately against stops on the frame without binding. Latch bolts must engage positively with strikes when doors are closed. Doors must remain stationary in any position without independent motion.
- C. On exterior walls, finish materials where called for, shall be installed over treated furring strips, 24" o.c. maximum.
- D. Plastic laminates, when called for on the drawings, shall be installed using only adhesives recommended by the manufacturer of the plastic laminate used. Install in strict accord with the manufacturer's recommendation.

SECTION 7-A - METAL ROOFING, SIDING, FLASHING

7A-01 Mansard Panels:

- A. The exposed metal mansard panels shall be of the exterior type, 24 gauge (minimum) aluminum zinc alloy or aluminum coated steel panels and shall be supplied with a factory applied color coating as noted on the drawings or specified herein. The color finish applied to the exterior (exposed) surface of the panel shall be of such composition as to provide 20 years of film and color life. Color coated metal panels shall carry a fire hazard rating equal to a Class 1 material as classified by the Factory Mutual System.
- B. The covering width and configuration of the panel shall be the building manufacturer's standard provided all design criteria, including deflection, is met or exceeded. Seams shall be 16" o.c. Side seams shall be interlocking, concealed or tongue-and-groove.
- C. Flashing and metal trim for mansard panels, where exposed, shall be fabricated, colored and finished to match panels to which they fit. Elastomeric closures shall be furnished and installed where required to insure weathertightness. See finish colors at Finish Schedule.
- D. Concealed anchor clips and other appropriate fasteners as required shall be recommended by the panel manufacturer and shall be furnished and designed to withstand design windloads and thermal expansion and contraction. Field applied sealants shall be only those specified and recommended by the panel manufacturer. Exposed (non-loadbearing) screws, bolts and/or rivets shall match the finish of the adjacent panels and/or trim.

- E. The exterior color finish for the mansard panels shall be guaranteed for twenty (20) years against blistering, peeling, cracking, flaking, checking and chipping. or change shall not exceed 5 N.B.S. units (per ASTM D-2244.64T) and chalking shall not be less than a rating of 8 per ASTM D-659. A specimen copy of the guarantee must accompany the bid, clearly stating the conditions under which the guarantee is valid.
- F. Girts and supports for mansard panels shall be as detailed on the drawings or of configuration and thickness per all local codes.
- G. All uncoated structural steel shall be given one (1) shop coat of rust inhibitive (primer) paint which meets or exceeds Federal Specifications TT-P-664, or certification shall be given that it conforms to a recognized authoritative specification, such as from a Federal or Military authority or of the Structural Steel Painting Council.

SECTION 7-B - CAULKING AND WATERPROOFING

- 7B-01 Caulking: Exterior and interior caulking compound shall be one-part polysulfide (Thiokol) base sealant, completely mixed and ready to use.
 - A. Caulking shall be applied to all changes in materials, except flashing where so indicated, and nailers, in exterior walls and at other joints requiring caulking.
- 7B-02 Dampproofing: Where floor slab is below grade, the slab and walls below grade shall be dampproofed with a 3-ply membrane and asphalt plus wall drain tile in gravel.

SECTION 7-C - INSULATION

- 7C-01 Roof Insulation shall provide an overall "U" value no greater than 0.058 (with an Underwriters Laboratories (U.L. label) fire hazard rating indicating a flame spread of 25 or less where insulation is exposed).
- 7C-02 Masonry Wall Insulation: At masonry exterior walls of Receiving Areas and Toilet Areas, where interior wall finish is scheduled to be painted concrete block, and at any other exterior concrete block walls where no rigid insulation board is used on the interior of same, fill all concrete block cells, full height, with loose fill masonry insulation equal to "Zonolite Masonry Insulation" by W.R. Grace Company, installed in strict accord with the manufacturer's printed instructions. Before pouring, weep holes and other block openings shall be filled with glass fiber rope or copper screen to prevent leakage.
- 7C-03 Rigid Wall Insulation Board shall be as shown on the drawings and of 1" total thickness polystyrene board, one pound density, similar to "Styrofoam SM" by Dow Chemical Company, or "Zonolite Styrene Foam" by W.R. Grace Company, or equivalent "R" factor in materials which are acceptable to local codes.

SECTION 8-A - DOORS, WINDOWS, HARDWARE

- 8A-01 Glass storefront doors shall be 3'-0" x 7'-0", aluminum and glass, with threshold, push and pull, closer, locking cylinder and butts per hardware schedule on the drawings. Omit exterior pull on "out" door. Verify locally with applicable codes the need for outswinging of "in" door for fire requirements. Make "in" door double action if required by codes. Omit interior push bar on "in" door if door not required to be double action by codes.
- 8A-02 Storefront glass shall be 1/4" gray tint solar glass on west and south facing building or 1/4" clear glass on north and east facing buildings, tempered where required by law or code, or as detailed on drawings.
- 8A-03 Aluminum storefront system shall be that of Kawneer, as detailed on the drawings, flush anodized aluminum, clear finish, installed as per manufacturer's instructions and details on the drawings. Materials of other manufacturers, equal in quality and design, will be accepted upon prior approval of Family Dollar Stores.

8A-04 All other doors and frames shall be of size and type shown on the drawings, wood doors in wood frames and hollow metal doors in 18 gauge steel frames with hinge reinforcement, 6'-8" high, with hardware as called for in the hardware schedule on the drawings.

8A-05 Installation of doors and hardware shall be as described under Carpentry in Section 6-A above, and as detailed on the drawings, and shall include floor-mounted bumpers for metal doors and wall-mounted bumpers for wood doors, or as required by job conditions.

SECTION 9-A - METAL STUDS

9A-01 General: Where required by drawings or local building codes, and otherwise at Contractor's option, steel studs may be used in lieu of wood studs and metal furring in lieu of wood furring. See also Section 6-A above.

9A-02 Materials: Unless otherwise noted or otherwise required by codes or job conditions, steel studs shall be 3-5/8", minimum 18 gauge, punched double studs, prime painted or galvanized, complete with track, headers, blocking and other sections as required for a complete framing and support system.

SECTION 9-B - GYPSUM WALLBOARD SYSTEM

9B-01 Gypsum wallboard shall comply with Federal Spec. SS-L-30, type III, style 3, taper-edge, of the grade and form specified below, 48" widths, lengths as will result in the minimum of joints.

A. Regular: Grade R, form A, 1/2" thick or 5/8" thick for single ply.

B. Fire-retardant: Grade X, form A, 5/8" thick for single ply.

9B-02 Joint system shall include reinforcing tape and compound designed as a system to be used together, used only as recommended by the manufacturer or the gypsum wallboard used.

9B-03 Accessories: Provide appropriate edge beads, corner beads, casing beads, trim features, fastening devices and other accessories as required for a complete and finished job.

SECTION 9-C - ACOUSTICAL CEILINGS

9C-01 Acoustical tile (interior locations) shall be white 5/8" x 24" x 48", Armstrong Minaboard acoustical tile, with Class A flame spread rating to conform to local codes (verify). Equal products of Owens-Corning, National Gypsum, U.S. Gypsum, Celotex or Johns-Manville are acceptable. Tile shall be installed in strict accord with manufacturer's printed instructions.

9C-02 Lay-in tile (exterior under canopy) shall be 5/8" x 24" x 48" weather resistant gypsum board designed for use on the soffit side of eaves and canopies with indirect exposure to the weather, similar to U.S. Gypsum Exterior Ceiling Board, installed in strict accord with the manufacturer's recommendations and painted white.

9C-03 Suspension system for interior locations shall be white, lay-in type, exposed grid, including all main tees, wall mouldings, hanger wires at maximum 48" o.c., and other accessories as required for a complete installation. Grid shall be installed at 10'-10" above finished floor, unless noted otherwise on drawings. Provide extra tees and hangers as required for lights and diffusers. At exterior locations provide white aluminum cap on steel grid.

9C-04 Toilet room ceilings: Ceilings in toilet rooms shall be 1/2" gypsum board, finished, painted.

9C-05 Coordination: Coordinate all ceiling work with other trades to provide adjustments, if necessary, for installation of lighting fixtures and mechanical equipment.

9C-06 Installation:

A. Installation of the system shall be in pattern indicated on drawings and shall be coordinated with mechanical and electrical sprinkler systems and equipment requirements. Grid shall be installed at elevations indicated on drawings.

B. All items required to be supported shall be hung with wires not less than No. 12 SWG galvanized steel, maximum spacing 48 o.c. along main runners and to occur additionally at splices in main runners, at the intersection of suspension members, at all four corners of light fixtures, at centers of cross-tees adjacent to the long side of light fixtures, and at corners of cross-tees adjacent to air duct outlets or inlets.

C. Provide hold-down clips at exterior tile.

SECTION 9-D - FLOOR TILE AND BASE

9D-01 Materials:

A. Finish floor of sales area, receiving room and toilets shall be Armstrong Imperial Excelon, or equal, tile, 1/8" x 12" x 12", Armstrong #51899 (cool white) or #51911 (classic white) or equal approved in writing by Family Dollar Stores, cleaned, sealed and waxed.

B. Base shall be 4" high, topset cove, black rubber or vinyl base in areas, as detailed on interior elevations of contract documents, which receive floor tile or wallboard.

C. Adhesives shall be waterproof and stabilized as recommended by the tile manufacturer, installed in strict accord with adhesive manufacturer's recommendations.

9D-02 Installation:

A. Floor tile shall be installed with tight joints, true, level and even, aligned symmetrically about the room, with all tile in alternating grain pattern.

B. Concrete floors under tile shall be smooth, free of grooves and depressions, brushed clean of any foreign matter before start of tile installation.

C. After completion of installation, all tile flooring shall be cleaned, sealed and waxed as directed in the manufacturer's instructions. Base shall be cleaned.

SECTION 9-E - PAINTING AND DECORATING

9E-01 General: Painting contractor shall not commence any painting where the work is not ready to receive the finish.

9E-02 Materials: Paint brands and colors are given in the Paint Schedule on the drawings. Exact color matches within the following brands are acceptable: Benjamin Moore, Glidden, Pratt and Lambert, Devco, Sherwin-Williams, Pittsburgh.

Unspecified brands of materials such as shellac, turpentine, varnish, primer, thinners, etc., shall be pure and of best quality.

9E-03 Application:

A. All work to be painted shall be given two (2) coats minimum of the specified material, unless noted otherwise.

1. Exterior concrete block shall be filled with an approved block filler and painted two (2) coats.

2. Metal doors and frames (factory primed) and A/C registers (factory primed) shall receive two (2) coats semi-gloss enamel.

3. Interior wood doors and frames shall receive one (1) coat stain, color as specified and one (1) coat varnish.

4. Parking area shall be marked off in accord with the site plan with yellow traffic paint. See site plan.

B. Primer shall be provided and applied where required by the work.

SECTION 10 - SPECIALTIES (NOT APPLICABLE)

SECTION 11 - EQUIPMENT (NOT APPLICABLE)

SECTION 12-A - SIGNS, FURNITURE, FIXTURES

12A-01 Signs: Permanent signs shall be furnished and installed by Tenant under separate contract. Electrical connections shall be by Contractor as shown on the drawings. Construction sign shall be furnished and installed by Contractor, per details in the Drawings.

12-02 Furniture and fixtures not indicated on the drawings to be built or provided by Contractor shall be provided and installed by the Tenant.

SECTION 13 - SPECIAL CONSTRUCTION (NOT APPLICABLE)

SECTION 14 - CONVEYING SYSTEMS (NOT APPLICABLE)

SECTION 15-A - PLUMBING

15A-01 General: All plumbing work shall be installed and tested in accord with National Plumbing Code and with all plumbing ordinances of the governing authority of the work.

- A. It is intended that the Contractor shall provide a complete, finished, and functional system, connecting all fixtures as recommended by the manufacturer.
- B. Contractor shall secure all permits, inspection certificates, meter deposits, taps and tap fees, etc., and pay all charges connected with same.
- C. All materials shall be new and shall fit the space available. Verify dimensions at site.
- D. All valves, cleanouts, etc., shall be so located and installed to permit access for service without damage to building or finished materials.

15A-02 Materials:

- A. Water piping shall be copper tubing, type "L" above ground and type "K" below ground. Fittings shall be wrought copper, solder pressure type. Solder shall be 50/50. Adapters shall be cast bronze.
- B. All underground soil and waste lines under buildings shall be cast iron or PVC per local and national codes. Install cleanouts at each change in direction of piping.
- C. All stacks and vents through roof shall be flashed.
- D. Water service lines shall have cutoff inside toilet rooms. All fixtures shall have cutoff in each supply line at fixture.
- E. Water heater shall be 6 gallon automatic electric, low-profile, glass-lined tank, 10 year warranty, complete with shutoff in all lines, safety valve, drain lines and accessories.
- F. Lavatory shall be American Standard "Declyn" #0321.026, 19" x 17", white, with American Standard "Reliant" #2385.049 faucet.
- G. Non-Handicap water closet shall be American Standard "New Cadet Elongated" #2812.053, white, including open-front seat. Handicap water closet shall be American Standard "New Cadet Elongated" #2108.408, white, including open-front seat.
- H. Service sink shall be American Standard "Lakewell" #7692.049, 22" x 18", white, with American Standard Faucet #8340.242.
- I. Exterior hose bib shall be brass, freezeproof, key-operated.

J. Water cooler shall be Henry W. Taylor, wall-hung, #WM-8A, or equal. Substitution only upon written approval of Family Dollar Stores.

K. In jurisdictions requiring handicapped fixtures differing from the specified above, code approved fixture data shall be submitted to Family Dollar Stores, Inc. for review.

SECTION 15-B - HEATING, VENTILATING, AIR CONDITIONING

- 15B-01 General: Contractor shall provide a forced air system which is complete, finished and in good operating condition and be of sufficient size to properly service the demised space. Existing equipment if retained, shall be operating in full accordance with manufacturer's original specifications.
- 15B-02 Permits: Contractor is responsible for all permits, inspections, licenses, etc., necessary and incidental to his work and installation.
- 15B-03 Heating and A/C System shall include electric power as required, heating elements, coils, condensing units, filters, blowers, thermostats, ducts, duct insulation, grilles, curbs, supporting devices, counter flashing, exhaust fans, dampers, and all other items necessary for a complete system.
- 15B-04 Drawings: Heating and A/C drawings are diagrammatic and may not show all the details of the work. Equipment and ductwork are located on the plans and installation must be fully coordinated with the structural, electrical and suspended ceiling portions of the work to assure proper fit, locations, clearances, etc.
- 15B-05 Supply and Return Ducts: All rectangular, round and flexible ducts shall be insulated and sized to evenly distribute air throughout the demised space.
- 15B-06 The maximum allowable length of flexible duct shall be 5'-0".
- 15B-07 Install turning vanes in all 90 degree duct elbows and at all duct "tees".
- 15B-08 Install air balancing dampers at all branch to main duct connections.
- 15B-09 All duct work shall be fabricated and installed according to the most recently published ASHRAE and SMACNA standards.
- 15B-10 Rectangular metal duct shall be mild galvanized steel unless noted otherwise on drawings.
- 15B-11 The Contractor shall carefully coordinate the location of all ducts, grilles, diffusers, etc., with the ceiling grid, plumbing, electrical and framing contractors, finishes, and all other trades. Manufacturer's minimum clearance recommendations shall be maintained on all equipment and ductwork.
- 15B-12 Equipment Wiring: HVAC Contractor shall furnish, install and do all wiring of fans, HVAC equipment and controls from units to disconnects furnished by the electrical contractor. Thermostats shall be furnished as part of the HVAC package, at locations per the drawings, and verified with interior finishes and merchandising equipment.
- 15B-13 Materials, Apparatus and Equipment shall be new and of best quality, and shall be of the make and manufacture as noted on the drawings. No substitutions of HVAC equipment manufacturer shall be made without written permission and approval of Family Dollar Stores. See notes and information on the drawings.
- 15B-14 Submittals:
- A. The Contractor shall supply to the Owner for approval (4) copies of shop drawings to completely identify the quality of materials and/or equipment intended for installation.
 - B. The Contractor shall provide three (3) copies of the air balance report to the Owner. See also 15B-21 below.

- 15B-15 Coordinate gas piping with the plumbing contractor.
- 15B-16 DO NOT SCALE THE HVAC DRAWINGS: Refer to architectural drawings for building dimensions.
- 15B-17 HVAC Contractor shall change out all equipment filters at the time of possession of the project by the Owner, using only new filters of the proper size and type.
- 15B-22 Guarantee: HVAC contractor shall leave his work in perfect working condition and shall guarantee same for a period of twelve (12) months from date of final acceptance.

SECTION 16-A ELECTRICAL

- 16A-01 General: The complete electrical system and installation shall conform to the applicable rules and regulations of the National Electrical Code as well as to all local laws and codes.
- 16A-02 Materials: All materials, apparatus and equipment shall be new and shall bear the Underwriter's Seal.
- 16A-03 Drawings: Refer to all project drawings and fit all work accordingly with the drawings indicating the relation of wiring and connections. Drawings are not to be scaled for locations. All work to be coordinated with HVAC, plumbing and suspended ceiling work for proper fit, relation, clearance and location.
- 16A-04 Materials and Installation:
- A. The complete system shall be free from grounds, short circuits and open circuits.
 - B. The system of distribution for power and lighting shall be arranged as is indicated, for a 60-cycle service voltage.
 - C. Furnish and install all power wiring to motors, heaters, and mechanical equipment as indicated on the drawings. Wiring into motor or equipment terminals shall be complete with connections through associated motor starters and disconnect switches.
 - D. Outlets shall be provided in the wiring system wherever required for pulling of wires, making connections, transitions from one wiring method to another, for mounting of wiring devices, signal devices and fixtures.
 - E. All exposed non-current-carrying metallic parts of electrical equipment, conduit systems and neutral conductor of the wiring system shall be grounded.
 - F. All conduit and tubing shall meet local and national codes.
 - G. Device Plates shall be installed for all devices, boxes, etc., and shall be suitable for the device installed. Plates shall be stainless steel, satin finish.
 - H. Conductors shall be 600 volt rubber or thermoplastic insulated copper of 98% conductivity installed in conduit. The number of conductors installed in any conduit shall not be greater than the number for which the conduit is approved. Conductors shall be a minimum of #12 size AWG and shall be 75 degrees C type. Branch circuit conductors shall be stranded type inside light fixtures, type 90 degrees C, 600 volt, size #12 AWG.
 - I. Fixtures shall be as shown on the drawings and shall be installed complete with new lamps of the proper type, wattage and voltage rating. Ballasts shall be as called for on the drawings or as required by the intended use. 1-1/2" spacers shall be used when installing strip fluorescent lighting.

- J. All panelboards shall be standard dead-front, with the size and number of single and multipole breakers as indicated or required with main lugs as indicated. Bus mains shall be copper for system voltage and feeder size. Panelboards shall be complete with trim, flush locking door, concealed hinges, directory frame and completed (typed) directory cards. All panelboards shall have distributed bussing and sequence numbering. All panels and breakers shall be Square-D, I.T.E., G.E., or Cutler-Hammer, no other acceptable.
- K. Electrical contractor shall coordinate work with local telephone company and, if required, furnish and/or install conduits, outlets, device plates, plywood backboards, etc., for phone wiring. Ground phone to cold water line as required by the telephone company.
- L. Electrical contractor shall provide service and make connections to all mechanical equipment and signs, including building and street signs.
- M. Electrical contractor shall furnish and install, complete with poles and the required bases, floodlights in parking areas where and when called for on the site plan.
- N. All wiring conductors shall be copper--no aluminum allowed.
- O. Electrical contractor shall leave his work in perfect operating condition and shall guarantee same for a period of twelve (12) months from date of final acceptance.

END OF SPECIFICATIONS

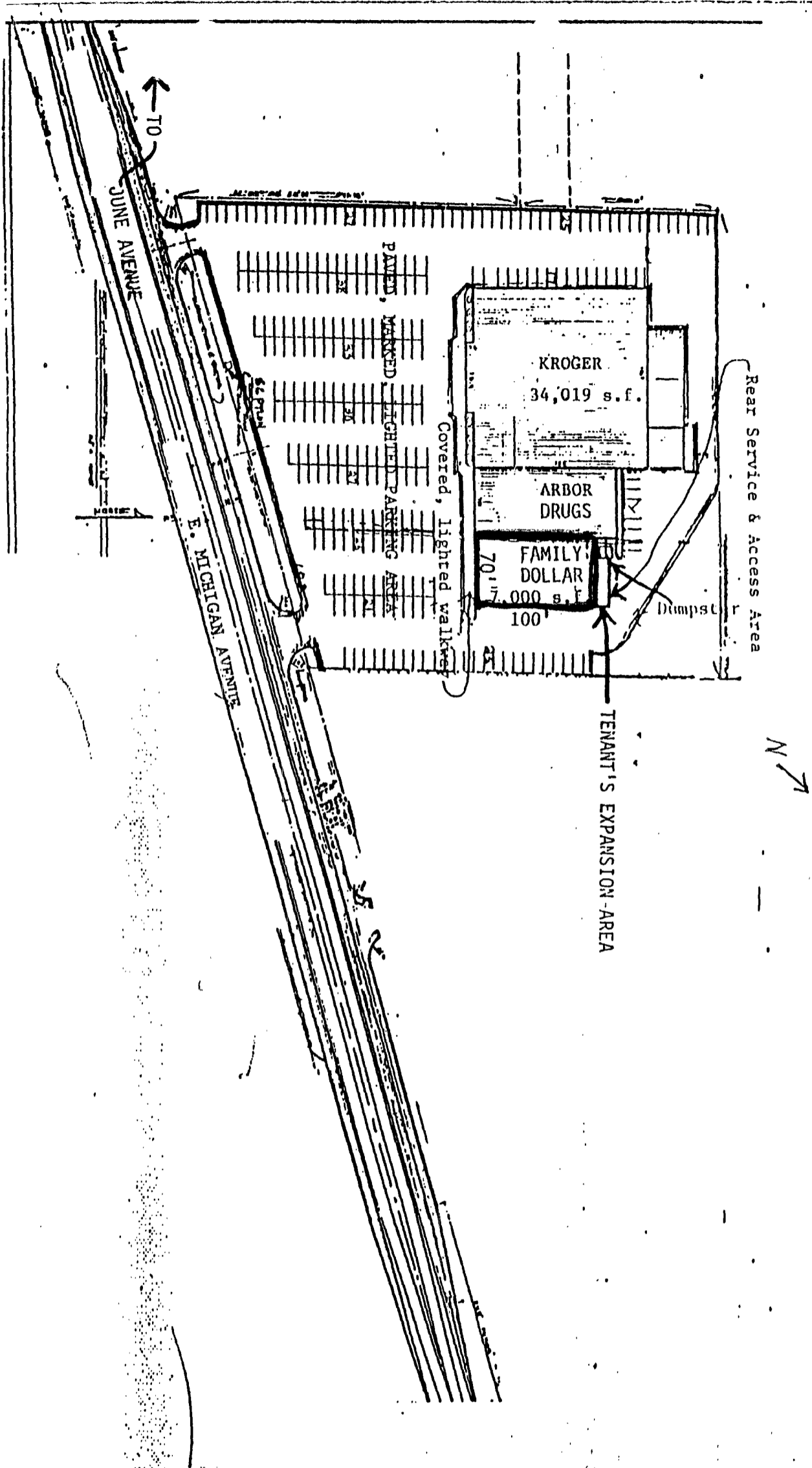


EXHIBIT B - Site Plan
 YPSI ASSOCIATES LIMITED PARTNERSHIP
 Landlord
 FAMILY DOLLAR STORES OF MICHIGAN,
 INC.
 Tenant
 Memorandum of Lease

DATE	<u>3-9-93</u>
APPROVED BY:	_____
LANDLORD:	_____
TENANT:	<u>[Signature]</u>



MEMORANDUM

To: Charter Township Board of Trustees

From: Township Liquor Committee (Treasurer Eldridge, Trustees Swanson & Newman)

CC: William D. Winters, Township Legal Counsel

Date: March 13, 2024

RE: **Recommendation of the Charter Township of Ypsilanti Liquor Committee to deny the request for a Class “C” License for the Big Sky Diner.**

The Charter Township of Ypsilanti Liquor Committee is recommending that the Charter Township of Ypsilanti Board of Trustees move to deny the request of the Big Sky Diner, located at 1340 Ecorse Road, for a Class “C” Liquor License. Among the reasons for the denial, are:

1. Current building size with no plans for expansion.
2. A decrease in the customer base since Covid.

Respectfully submitted,

Charter Township of Ypsilanti Liquor Committee

Township Liquor Committee

Stan Eldridge Township Treasurer
Debbie Swanson Township Trustee
Jimmie Wilson, Jr. Township Trustee



Charter Township of Ypsilanti

7200 S. Huron River Drive – Ypsilanti, MI 48197
(734) 484-4700 * (734) 484-5155 Fax
www.ytown.org

LIQUOR LICENSE APPLICATION FORM

Application must be completed, in full, by the Managing Partner / Member, or other Officer authorized in writing to make decisions on behalf of the organization.

SECTION 1:

Name: Feridon Metko Date of Birth: 06-15-1967
Home Address: 510 Duble Rd Phone: (734) 829-9887 Place of Birth: USA, Dearborn Heights
City: Ypsilanti State: MI Zip: 48198 Citizenship: _____
Position in Company: Owner Email Address: _____
Name of Business: Big Sky Diner
Address of Business: 1340 Ecorse Rd
Trade Name (DBA) under which the establishment will be operated (if different from above): _____

Federal Tax I.D. Number: 27-0860940

Type of License: (Check One)

- Class C A-Hotel B-Hotel Tavern Club Re-Development Class G-1, G-2
- Resort Brewer Brew-Pub Micro-Brewery On-Premise Tasting Room Small Winemaker
- Small Distiller Brandy Manufacturer Transfer

Type of Permits:

- Sunday Sales Add Bar Entertainment Sales Outdoor Sales & Service Area SDD and/or SDM (incurs no fee)
- Before/After Hours for: _____ Dance and Entertainment Permit Beer & Wine Tasting

1. Will the Applicant operate the establishment? Yes No
2. Mailing Address of Establishment (if different from above)

Mailing Address: _____

City: _____ State: _____ Zip: _____

3. Form of Business:

- Sole Proprietorship Partnership Corporation Limited Liability Association Company
- Club Other _____

Please provide copies of: DBA Certificate, Article of Incorporation, Articles of Organization, Bylaws, and any other written agreements that are applicable, as well as previous three years State sales tax filing.



SECTION 2:

1. Please briefly describe the type, and name, of establishment (bar, restaurant, lounge, etc.)

Restaurant, Big Sky Diner

2. The business has been in operation for 53 years. I've owned it for 14 years.

A. Capacity of business for that time period? _____

3. Primary purpose of business? (Beer / Tavern, Micro Brewery, etc.) restaurant with beer and wine.

4. Have you ever been granted a Michigan, or other state, liquor license? Yes No

If yes, please explain _____

5. List the days, or intended days, of operation: Monday through Sunday.

6. List the hours, or intended hours, of operation: 11am to 11pm

7. What is the present, or will be, the patron capacity? 100 people

8. What is the square footage of the building? 3,500 - 3,600 sq ft.

9. How many employees are on your existing staff? 6 How many employees will be on your future staff? 8/9

10. If the license is granted, will the business stay in the same location? Yes No

11. Will the business be your fulltime employer? Yes No

12. Do you presently own the building? Yes No

If you do not own the building, please provide the following information, and a copy of the lease agreement, including financials:

Building Owner's Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Term of the Lease, with details of the lease: _____



17. If the business for which the liquor license does not presently exist, please complete the following items:

- A. Location of the proposed site? _____
- B. Size of the facility to be built? _____
- C. Estimated cost of the facility? _____
- D. Expected staff requirements? _____
- E. Expected patron capacity? _____
- F. Expected parking capacity needed? _____
- G. What will be the primary purpose of the business? _____
- H. Does the property have the necessary zoning? _____
- I. Has a building permit been issued? _____
- J. Will the facility be built if a license is not granted? _____
- K. Describe the proposed facilities in detail: (Use additional sheets if needed) _____

18. Total costs of leaseholder improvements? _____

19. Total costs of building improvements? _____

20. Total cost of equipment? _____

21. Can living quarters be reached from inside of the establishment, without going outside? Yes No

22. Are gas pumps on the premises or directly adjacent? Yes No

23. Does the business possess a license from the Michigan Bureau of Lottery? Yes No

If yes, please attach a copy of the license.

24. Does the business possess any other type of license issued by any other government agency? Yes No

If yes, please attach a copy of the license.

SECTION 3:

1. As was stated earlier in the application form, the Charter Township of Ypsilanti will use certain criteria in determining the most eligible applicants. Amongst that criteria are the following items:

- A. The location of the building should be easily accessible and adjacent to the populated areas of the township.
- B. Is the business to be located on, or adjacent, to major traffic arteries?



C. The size and patron capacity of the facility.

D. The number of jobs to be created by the business

2. Why do you believe that you should be granted a liquor license? Hopefully for more business, higher profit margins, some new employees.

3. Have you, or any of the applicants, ever been convicted of a crime, including moral turpitude, violence or alcohol violations? If yes, please explain and include locations, case numbers and disposition: Yes No

4. Are you disqualified to receive a license by reason, or any matter or thing, contained in the Charter Township of Ypsilanti Liquor License or laws of the State of Michigan? Yes No

5. Please provide a statement that you will not violate any of the laws of the State of Michigan, the United States of American, or any Ordinances of the Charter Township of Ypsilanti in the conduct of your business: _____

6. Fingerprints of the applicant, manager, and officers in the case of a club, society or corporation must be on file with the Washtenaw County Sherriff's Office prior to your approval. Have you completed this requirement? Yes No
If yes, please provide a receipt, or proof, of your adherence.

SECTION 4: (FOR NEW BUSINESSES ONLY)

- 1. Please provide a copy of your franchise agreement, including a copy of all financials (if applicable): _____
- 2. What is the total cost of investment? _____
- 3. What is the total cost of equipment? _____
- 4. Please identify all major sources of capital for the business: _____
- 5. Please provide a description of any training or experience related to managing or owning a business, administering a business's finances, or working in a business with a liquor license: _____



- 6. Projected annual food sales: _____
- 7. Projected annual liquor sales: _____
- 8. How many staff members do you expect to employ: _____ Full time _____ Part time

SECTION 5: (FOR EXISTING OR CURRENTLY OWNED BUSINESS ONLY)

- 1. Please provide a copy of your franchise agreement (if applicable)
- 2. What is the length of time that this business has been in operation? 53 yrs, 14 yrs with me.
- 3. What is the total cost of investment? _____
- 4. What is the total cost of the building? 450,000
- 5. What are the annual food sales? 140,000
- 6. What are the projected liquor sales? N/A
- 7. Does the business have any existing loans or debts? Yes No If yes, please explain: _____

- 8. How many current full-time / part-time employees do you expect to add if approved for a liquor license?
Full-Time: 1 Part-Time: 2-3 Projected New Employees: _____
- 9. Has the business ever had State or Federal Tax Liens filed against it? Yes No If yes, please explain: _____

SECTION 6:

- 1. The following questions must be answered by each and every member, partner, or shareholder of greater than 10% of stock, as applicable. (Attach additional pages if necessary)
First Name: Feridon Middle: _____ Last: Metko
Position held in the organization: owner/operator Amount of stock owned: _____
Address: 510 Dubie Rd.
City: Upsilon State: MI Zip: 48198
Cell / Home Phone: 734-829-9887 Business Phone: 734-481-0525
- 2. Are you a resident of Michigan: Yes No If yes, how long have you lived in Michigan? _____



3. List all previous names, or alias, that you have used at any time: Tony metko

4. Have you ever filed for personal bankruptcy protection: Yes No

5. If yes, please provide the dates the bankruptcy action was filed and closed, the disposition of the bankruptcy, and the chapter under which the bankruptcy was conducted:

6. Has any company in which you were a sole proprietor, partner, member or owner of more than 10% of stock ever filed for bankruptcy protection? Yes No

7. If yes, please provide the dates the bankruptcy action was filed and closed, the disposition of the bankruptcy, and the chapter under which the bankruptcy was conducted:

8. Have you ever had State or Federal Tax Liens filed against you: Yes No If yes, please explain: _____

SECTION 7:

1. Please list below **ALL** employer(s) and **ALL** occupations for the past 10 years.

Employer Occupation Date of Service

2. Please give the names, addresses and telephone numbers of three (3) citizens who know your reputation in the community in which you have lived and done business during the past 10 years.

Name: Minde Fox

Address: 45867 Wear Rd

City: Sumpter State: MI Zip: 48111



Name: Stephen Lambert

Address: 1183 Fall River Rd.

City: Ypsilanti State: MI Zip: 48198

Name: Crystal Collins

Address: 1282 Hull Ave

City: Ypsilanti State: MI Zip: 48198

- 3. Do you or any member of your immediate family hold a license for the sale of alcoholic beverages at the present time, either as an individual, membership of a partnership or LLC or shareholder of at least 10% in a corporation? Yes No

If yes, please list the type of license: _____

Also, please list below the name in which the license is issued and the relationship to you:

Name: _____ Relationship to you: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

- 4. Have you, or any member of your immediate family, previously held a license or any interest in a license for the sale of alcoholic beverages in the State of Michigan, or anywhere else in the United States? Yes No If yes, please list below the type of license and also list the name in which the license was issued and the relationship to you:

Name: _____ Relationship to you: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Please briefly describe the type of establishment (bar, restaurant, lounge, etc.) in detail: _____



SECTION 8:

1. Waiver and Release

I (applicant), Feridon Metko, authorize the Charter Township of Ypsilanti to investigate all statements contained in this Application including but not limited to employment and income verification, references, to obtain credit reports and/or criminal history, and to periodically update this information if (name of business establishment here) Big Sky Diner is granted a license for as long as it conducts business in connection with the license in the Charter Township of Ypsilanti, I expressly authorize the Charter Township of Ypsilanti, or the Township's agent (including a collection agency) to obtain consumer credit reports, and hereby waive any claim against the Charter Township of Ypsilanti incident to obtaining consumer credit reports and release the Charter Township of Ypsilanti from any liability connected therewith.

Signature of Applicant: _____

Printed Name of Applicant: Feridon Metko

Date: _____

2. I (applicant), Feridon Metko, agree that should the Charter Township of Ypsilanti approve my application for the license for which I have applied, that my intent is to operate the business listed in this application within the boundaries of the Charter Township of Ypsilanti, and should I decide to sell my business, cease operations or in any other way I will return the license to the Charter Township of Ypsilanti forthwith at no cost whatsoever to the Charter Township of Ypsilanti.

Signature of Applicant: _____ Date: _____

Printer Name of Applicant: Feridon Metko

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FEE SCHEDULE

(Effective March, 11th, 2020)

New On-Premises License (such as a Class C, Hotel A, Hotel B, Tavern, etc.)	\$5,000.00
New Manufacturing or Non-Retail License with On-Premise Permit (such as a Micro-Brewer and Wine Maker)	\$5,000.00
Transfer of Location & Ownership of an Existing On-Premise License	\$5,000.00
Transfer of Location and Ownership of an Existing On-Premises License (previously approved outside of the Charter Township of Ypsilanti)	\$5,000.00
Transfer of Location of an Existing On-Premise License (previously approved by the Charter Township of Ypsilanti)	\$2,500.00
Transfer of Ownership of an Existing On-Premise License (previously approved by the Charter Township of Ypsilanti)	\$2,500.00
Other Changes (Stock Ownership, Addition of Space, Deletion of a Partner, etc.)	\$1,500.00
Other Changes, not specified	\$1,500.00
License Renewal Fee (Bluinding Inspection, Fire Inspection, Liquor Control Officer Inspection, etc.)	\$150.00

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FOR CHARTER TOWNSHIP OF YPSILANTI CLERK'S OFFICE USE ONLY:

Date Received (Clerk's Office Staff Member's Name): 6-22-23

Application Packet Received By (Clerk's Office Staff Member's Name): Lisa Stanfield

Date Fee Paid (Clerk's Office Staff Member's Name): 6-22-23 \$ 2500.00

Fee Received By (Clerk Office Staff Member's Name): Lisa Stanfield

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE SUPERVISOR —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: March 13, 2024

**RE: Recommend reappointment of Monica Ross-Williams to AAATA Board until
4/30/2029**

I would like to recommend the reappointment of Monica Ross-Williams to serve on the AAATA board, with a five-year term expiring April 30, 2029. Monica's experience and knowledge of our community has been a great asset on the AAATA board.

Thank you for your consideration.

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE SUPERVISOR —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: March 13, 2024

RE: Agreement with Washtenaw County Sheriff's Office for a Community Service Officer

Board Members:

In 2021 Mike Radzik was working on bringing the Neighborhood Watch Deputy Position to a Community Service Officer position.

In 2023, with the restoration of Community Engagement position that was filled full time with Juliann Trudell and the addition of Laurie Lutomski to the department, which also includes Robin Castle-Hine, have had a positive impact on our residents, neighborhood meetings and opening of the Network Center. They also have time to represent Ypsilanti Township and engage with county wide, local, state and federal meetings and events. They have developed great relationships, and the County Neighborhood Watch Deputy is a critical component of the neighborhood meetings and community engagement. Our 2023 Deputy is great, but we have recently been made aware there may be a vacancy, and we would like to revisit the opportunity for a Community Service Officer as opposed to a deputy be assigned for continuity and consistency.

Attached is the draft agreement from 2021, with your permission we would like to get authorization to proceed and sign the agreement with our Sheriff and County once it is reviewed and approved by legal. There is no need for a budget amendment since we are down 9 deputies, 5 are vacancies and 4 are on a leave of absence.

Thank you for your consideration.

CC: Heather Jarrell Roe, Township Clerk
Stan Eldridge, Township Treasurer

AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY AND THE WASHTENAW COUNTY SHERIFF TO PERMIT THE TOWNSHIP TO CONTRACT FOR COMMUNITY SERVICE OFFICER FOR THE TIME PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

AGREEMENT is made this _____ day of _____, 2021, by Ypsilanti Township located at 7200 S. Huron River Drive ("Township") and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township currently contracts with the County and the Sheriff to provide Police Services staff in its jurisdiction and;

WHEREAS, the Township would like to add a Community Service Officer for the period extending from January 1, 2022 through December 31, 2022 and;

WHEREAS, the Township shall be financially responsible for the Community Service Officer for the time that they work for the Township under this Agreement; and

WHEREAS, the Community Service Officer will be given assignments as agreed upon by the Township and Sheriff, thereby enhancing neighborhood safety.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

- A. The parties agree that the Township shall contract for one (1) Community Service Officer "CSO" from the Sheriff's Office to provide support for activities related to neighborhood watch.
- B. Duties and responsibilities include by way of example but not limitation:
 - a. Neighborhood Watch:
 - i. Attend neighborhood watch meetings on a consistent basis.
 - ii. Provide analysis and documentation for neighborhood watch groups and participants to promote community education, safe neighborhoods, and safe driving.
 - iii. Initiate new neighborhood watch groups.
 - b. Coordinate neighborhood watch groups, meetings and activity with Sheriff's Office community engagement activities, and other positive community initiatives. In partnership with various elements of the community and law enforcement, identify and address crime and crime related issues and problems throughout Ypsilanti Township, including identifying and addressing root causes.
 - c. Work directly with various law enforcement units to address crime and crime related problems.
 - d. Share data and information with command, road patrol and investigators to help accurately focus agency resources.
 - e. Organize, attend and engage in community events.
 - f. Promote activities that support safe driving throughout Ypsilanti Township including organizing and supporting the Safe Routes to Schools Initiative.
 - g. Maintain, build upon, and utilize the Everbridge alert system and other social media.

- h. Maintain contact with local police agencies in nearby communities for crime trends and other pertinent information through direction of the Ypsilanti Twp Sergeant or Operational Lieutenant.
- i. Coordinate with and/or work as a part of the Community Engagement Division focusing on crime and crime related issues and their root causes.

ARTICLE II - COMPENSATION

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the Community Service Officer including fringe and benefits. Using these rates, the price of the "CSO" for the term of this contract shall be a total of \$139,025.00 for 2022 paid in monthly payments of \$11,585.42 per month, payable by the Township.

In addition to the compensation stated above, the Township shall also be responsible to pay for all overtime incurred by its contracted CSO while working on Township-related matters.

ARTICLE III - TERM

This contract begins on the date of this agreement and ends on December 31, 2022 *with an option to extend for two (2) additional one (1) year periods.*

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE V - EQUAL ACCESS

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

ARTICLE VI - ASSIGNS AND SUCCESSORS

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

ARTICLE VII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE IX - CHOICE OF LAW AND FORUM

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

ARTICLE X - EXTENT OF CONTRACT

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

ARTICLE XI – ELECTRONIC SIGNATURES

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

ATTESTED TO:

WASHTENAW COUNTY

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

By: _____
Gregory Dill (DATE)
County Administrator

WASHTENAW COUNTY SHERIFF'S OFFICE

YPSILANTI TOWNSHIP

By: _____
Jerry L. Clayton
Sheriff

By: _____
Brenda Stumbo (DATE)
Supervisor

By: _____
Karen Lovejoy Roe (DATE)
Clerk

APPROVED AS TO FORM BY

BY: _____
Michelle K. Billard (DATE)
Office of Corporation Counsel

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

Trustees
John Newman II
Gloria Peterson
Debbie Swanson
Ryan Hunter

To: Charter Township of Ypsilanti Board of Trustees

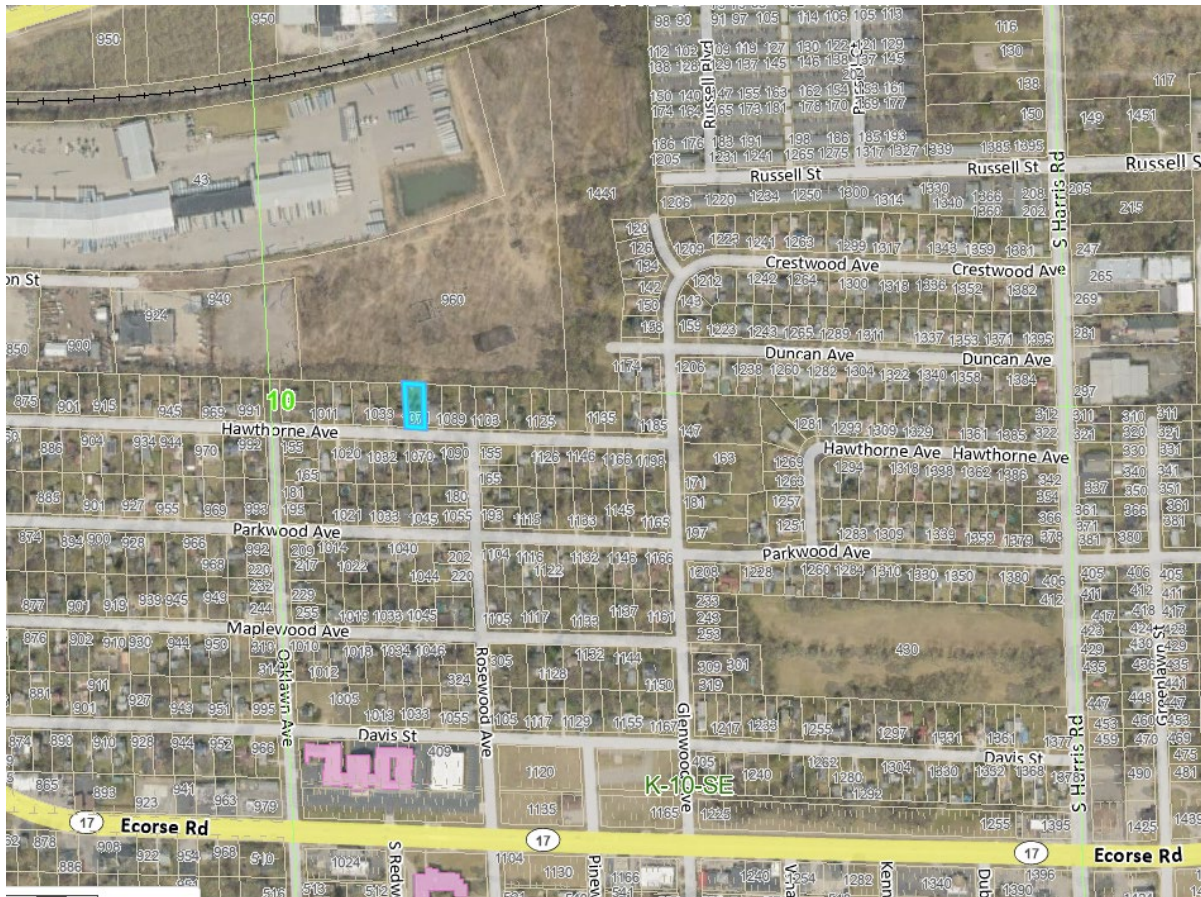
From: Belinda Kingsley, Community Compliance Director

Re: **Request to receive authorization for Circuit Court litigation to abate a public nuisance at properties identified as 1071 Hawthorne Ave; funded in account 101-729-801.023.**

Date: March 15, 2024

The Ypsilanti Township Ordinance Department has investigated a public nuisance, at 1071 Hawthorne, for which authorization is requested to engage legal services to abate said nuisance.

1071 Hawthorne



The property identified as 1071 Hawthorne Ave is located north of Ecorse, between Oaklawn and Rosewood, in an R-5 One-Family Residential zone. The current owners of the property are Brian D. Beer and John D. Beer, and we assume that they reside there. The house had previously been used as rental by the former owner, but based on Assessing records it is now owner occupied.

On January 10, 2024, an Ordinance Officer responded to a complaint and observed three vehicles in the street, all on jacks, and being actively worked on by two males. They were approached and advised that working on vehicles in the street is not permitted. The two males admitted that the Washtenaw County Sheriff's Department had already advised them to remove the vehicles. They stated that the house was owned by their friend, who gave them permission to conduct this activity.

A Courtesy Notice of Code Violations was left for the property owners, stating that vehicle repair businesses are not permitted in a residential zone and the vehicles need to be removed. There was no response from the property owners. Three photos from that date are attached.

On March 12, 2024, the Ordinance Department received a second complaint regarding vehicles under repair at 1071 Hawthorne. The complaint, as conveyed to a department clerk was "Resident at this address running a car repair business out of the home. Says there are several vehicles in the backyard, one in driveway and one on the street – all in various states of repair. Says it's making the neighborhood look bad." An Ordinance Officer responded and confirmed that there were cars in the backyard being worked on at that time, along with blight from discarded auto parts.

A second Courtesy Notice of Code Violations was issued informing the property owners that all vehicles need to be parked properly, and not in the backyard, and to remove the blight. A photo from that date is attached.

The Zoning Ordinance does not permit R-5 One-Family Residential parcels to be used as an auto repair facility. This is not an acceptable home occupation due to the obvious signs of a business being conducted on the site, and the disturbance to the neighbors. Residents are permitted to make simple repairs on their own vehicles in the driveway, or more complex repairs in an enclosed garage, but a commercial repair business is not allowed. The addition of this business in the neighborhood is having a negative impact on the residents living nearby and is a nuisance.

Authorization to initiate legal action in Circuit Court to address the public nuisance this property represents is requested. Thank you for your consideration and your continued support for our efforts to remove public nuisances from the Township.





**CHARTER TOWNSHIP OF YPSILANTI
2024 BUDGET AMENDMENT # 4**

March 19, 2024

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND	Total Increase	<u><u>\$30,328.00</u></u>
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Request to carryforward the OHM engineering portion of the Carport project approved by the Board on 10/3/2023. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$30,328.00
			<u>\$30,328.00</u>
		Net Revenues	<u><u>\$30,328.00</u></u>
Expenditures:	Civic Center Carport	101-901-975.107	\$30,328.00
			<u>\$30,328.00</u>
		Net Expenditures	<u><u>\$30,328.00</u></u>

Motion to Amend the 2024 Budget (#4)

Move to increase the General Fund budget by \$30,328 to \$26,936,268 and approve the department line item changes as outlined.

OTHER BUSINESS

PUBLIC COMMENTS

BOARD MEMBER UPDATES
