

ANN ARBOR CHARTER TOWNSHIP BOARD OF TRUSTEES MEETING AGENDA

Monday, February 19, 2024, at 7:30 PM

Township Office, 3792 Pontiac Trail, Ann Arbor MI 48105

To participate via video conference call - [Click here to register](#) or [Visit aatwp.org](http://Visit.aatwp.org)

I. CALL TO ORDER, ESTABLISH QUORUM

II. APPROVAL OF BOARD OF TRUSTEES MINUTES

- A. Regular Meeting January 22, 2024
- B. Special Meeting February 5, 2024, Open Session
- C. Special Meeting February 5, 2024, Closed Session

III. CITIZEN PARTICIPATION 7:30 - 7:45 - Citizen Participation on Agenda items only. Call the Township Office for reserved time- 663-3418 - before noon on the day of the meeting. Public Comment regarding non-agenda items is at the end of the meeting.

IV. APPROVE THE AGENDA AND CONSENT AGENDA

- A. Claims Listing 01/19/2024 - 02/16/2024 for \$664,380.73
- B. Approve Personnel Committee recommendation to increase compensation of Planning Commissioners from \$150 per meeting to \$175 effective Jan 1, 2024.
- C. Remand and approve \$3,000 for an appraisal approved by FOSPB.
- D. Approve release for annexation of 444 Huntington Place, I -09-27-475-002, to connect to City water.
- E. Approve \$6,000 for a contract for Tetra Tech to continue the sampling program through March 27, 2024
- F. Approve purchase request for Engine 12-2 repair for \$24,502.55.
- G. Approve request for furnishing and installing one Allen Bradley Compact Logix PLC to replace the existing SLC 500 pic that is no longer supported for \$65,325.00.

V. ANNEXATIONS, ORDINANCES, ZONING, RESOLUTIONS

- A. Warren Road Culvert – Aaron Berkholz, Washtenaw County Road Commission
- B. Resolution Authorizing a Temporary Road Closure for the Dexter- Ann Arbor Run – Doug Goodhue
- C. Ordinance Amendments, Zoning Code Section 74-2, “definitions” and 74-9, “Home occupation,” regarding standards for home occupations.

- D. Ordinance Amendments, Zoning Code Section 74-426, “Requirements, scope, uses, exceptions,” and 74-461 through 74-463, “Schedule of Use Regulations,” regarding accessory structures.
- E. Amendments to Zoning Code Chapter 74, Sections 74-2 “Definitions and Interpretation,” 74-600 “Fence Regulations,” 74-595 “Setbacks on Arterial Roads,” and 74-426 “Requirements, Scope, Uses, Exceptions” - Sinead Redmond
- F. Approve Carlisle Wortmann Agreement for Consulting Services – Sally Elmiger, Carlisle Wortmann

VI. REPORTS, DISCUSSIONS

A. Supervisor’s Report

B. Clerk’s Report

C. Treasurer’s Report

D. Planning Commission Report – Feb 5, 2024

E. Committee Report

1) **Farmland Open Space and Preservation Board Report – Jan 29, 2024**

2) **Utility Committee**

3) **Climate Resilience Committee**

4) **Zoning Board of Appeals**

5) **Public Safety Committee**

6) **Roads Committee**

F. Utilities Department Report

G. Public Safety Report

1) **Washtenaw County Sheriff’s Department**

2) **Fire Department – Chief Mark Nicholai**

H. Building Department Report

VII. INFORMATION ONLY ITEMS

VIII. NON-AGENDA ITEMS

IX. PUBLIC COMMENT

X. ADJOURNMENT

**ANN ARBOR CHARTER TOWNSHIP
BOARD OF TRUSTEES MEETING
MINUTES OF MEETING – MONDAY, JANUARY 22, 2024
TOWNSHIP OFFICES
3792 PONTIAC TRAIL, ANN ARBOR MI
7:30 PM**

I. CALL TO ORDER, ESTABLISH QUORUM

Supervisor O’Connell called the Ann Arbor Charter Township Board of Trustees meeting to order at 7:30 pm on January 22, 2024.

Present: Supervisor Diane O’Connell
Clerk Rena Basch
Treasurer Carlene Colvin-Garcia
Trustee John Allison
Trustee Michael Moran
Trustee Kristine Olsson
Trustee Rodney Smith

Absent: None

Also Present: Township Attorney Gabis, Bodman PLC
Fire Chief Nicholai
Building Official and Zoning Administrator Pace
Utilities Director Judkins
Township Planner Elmiger, Carlisle Wortman

II. APPROVAL OF BOARD OF TRUSTEES MINUTES

A. Regular Meeting December 18, 2023.

MOTION by Basch, support by Olsson, to approve the December 18, 2023 regular meeting minutes as submitted.

Motion passed unanimously by voice vote.

B. Special Meeting Open Session January 3, 2024

MOTION by Olsson, support by Smith, to approve the January 3, 2023 special meeting open session minutes as submitted.

Motion passed by voice vote .

C. Special Meeting Closed Session January 3, 2024

MOTION by Allison, support by Moran, to approve the January 3, 2023 special meeting closed session minutes as submitted.

Motion passed by voice vote 6-0-1 (Colvin-Garcia abstained).

III. CITIZEN PARTICIPATION

Ed Ridha, 2675 Englave Drive, addressed agenda item V.D., regarding standards for home occupations. Mr. Ridha's property was located in the Huron River Heights Subdivision, a neighborhood that has 3 governing sets of rules and 3 electrical grids. Regarding agenda item V.D., apparently one section of the neighborhood will have new rules; others will not. He understood that a lot of work had been put into the ordinance change, but the results and how those results were reached had not been communicated to the neighbors. Mr. Ridha and his neighbors did not think they needed new rules. The proposed changes did not seem to be congruent with the neighborhood; the neighbors would like continuity with what was already there.

In response to questions, Mr. Ridha said:

- He was addressing the proposed change in regulating accessory structures, and what the structures could be used for. Many in the neighborhood had home offices and people were interested as to whether they could put an office in an accessory structure.
- When Mr. Ridha referenced 3 grids, he was speaking of 3 different neighborhoods, each of which was serviced by a different grid. The deed restrictions for the 3 neighborhoods were also different. He and his neighbors were comfortable with the current regulations and did not see the need to make any changes.

In response, the Board pointed out that the ordinance would apply to the entire Township, and the 3 neighborhoods referenced by Mr. Ridha were all located within the Township. The ordinance itself would not change anything to do with neighborhood's deed restrictions. The Planning Commission had been working on this ordinance for about 2 years; looking at the minutes of those meetings would give context.

IV. APPROVE THE AGENDA AND CONSENT AGENDA

MOTION by Allison, support by Moran, to approve the agenda and consent agenda as submitted.

Motion passed unanimously by voice vote.

- A. Claims Listing**
- B. Appoint Jeffrey Souza to the Zoning Board of Appeals for a term ending July 1, 2026.**
- C. Barry Lonik hourly pay increase to \$110 per hour for project work (\$5 increase), \$70/hour baseline (\$10 increase, first time ever), monitoring, no change.**
- D. Accept the Code Enforcement Officer's Annual Report**
- E. Accept Farmland Consultant Barry Lonik's Report**
- F. Accept the Building Department Annual Report**

G. Accept the Personnel Committee Memo

V. ANNEXATIONS, ORDINANCES, ZONING, RESOLUTIONS

A. US 23 Reconstruction – Michigan Department of Transportation

Members of the project team present this evening included:

Jason Pittman, MDOT, Project Manager, University Region, Cost and Scheduling Engineer

Mike Davis, Jr., MDOT, Senior University Region Planner

Rob Leppala, Project Manager, Bergmann

Barbara Arens, C2G

Utilizing a PowerPoint presentation, Mr. Pittman described the project scope:

- Project study area: US-23 from 1-94/US-23 interchange area north to east M-14/US-23 interchange area in the City of Ann Arbor, Pittsfield Township, and Ann Arbor Township in Washtenaw County.
- Currently they were in the Environmental Assessment part of the project. Following the Assessment they would move into Development Studies, and Road and Bridge Design.
- Additionally the team was working on the two ongoing linkage studies in the area:
 - M-17 Washtenaw Ave PEL
 - M-14 Barton Drive Interchange PEL Study
- The project schedule showed the project would be finished 2027-2029.
- After overviewing the public engagement schedule, Mr. Pittman reviewed the Purpose and Goals for this project:
 - Safe operations for all users along and crossing the corridor.
 - Address safety and peak hour congestion along the corridor and at key interchanges.
 - Embrace the Michigan Department of Transportation’s Moving Michigan Toward Zero Deaths initiative.
 - Create aesthetically pleasing infrastructure and landscape elements, with community input, to complement the communities.
 - Provide an adaptive series of solutions to meet changing mobility needs, including use of transit and existing park and ride lot.
 - Embrace the *Ann Arbor Moving Together Toward Vision Zero Comprehensive Transportation Plan*.
 - Offer multiple opportunities for input from agencies, stakeholders, the communities, and the public in selection of a preferred alternative.
- The project will address the following needs for the US-23 corridor:
 - Update aging infrastructure of roadways and bridges that were constructed in the early 1960s.
 - Modernize antiquated geometric elements of US-23.
 - Reduce traffic congestion due to the 80,000 vehicles on a typical weekday.
- Mr. Pittman overviewed the factors that went into the Environmental Assessment, including the *Natural Environment, Community Impacts, and Cultural Impacts*.

In response to questions about flooding in this area, and whether flooding mitigation could be accomplished simultaneously with this project, Mr. Leppala said that they had met with Washtenaw County Water Resources, who also had a request to look at the interchange to see if there were opportunities to increase water storage.

- The presentation showed traffic volumes from 2009 to 2023, as well as projections to 2046, based on SEMCOG demand models.
- Passenger data was provided as to where vehicles (both southbound and northbound) on US-23 are headed, and how many vehicles simply “go through”.

Northbound US-23 traffic, north of I-94:

- 37% of the traffic constitute through trips to NB US-23 and EB M-14
- 24% travel to WB Washtenaw (M-17)
- 18% travel toward Ypsilanti
- Trips to City of Ann Arbor = 38%
- Trips to Ann Arbor Township = 7%
- Trips to outside of City of Ann Arbor = 62%

Southbound US-23, south of M-14:

- 48% of the traffic constitute through trips to SB US-23 and I-94
- 21% travel to WB Plymouth Road
- High weaving movements along SB US-23 between M-14 and Plymouth Road causes congestion, especially in the morning
- Trips to City of Ann Arbor = 29%
- Trips to Ann Arbor Township = 14%
- Trips to outside of Ann Arbor = 71%

The Board thought this information would be useful to the Climate Resilience Committee, especially as the Committee was seeking information relative to how much greenhouse emissions in the Township were from pass-through traffic at the US-23 corridor. It would be very helpful to know what percentage of the traffic was local traffic; the project team will try to provide this data.

Mr. Leppala discussed 4 Project Alternatives:

- Reconstructing existing roads (no build): maintains existing lanes – two lanes in each direction.
- Add a general purpose lane: adds third general purpose lane along NB/SB US-23 from I-94 to M-14.
- Add High-occupancy vehicle (HOV) Lane: Adds third lane along US-23 from I-94 to M-14, designated as an HOV lane during peak hours for vehicles with more than 1 person, busses, police, emergency vehicles, and motorcycles.
- Flex Lane: Adds median flex lane as additional lane to increase capacity during peak hours.

MDOT was also looking at alternatives relative to the Interchanges with US-23:

- No build. Reconstruct instead.
- Partial cloverleaf.
- Diverging diamond.
- Single point urban interchange.

Trustee Moran pointed out the single point urban interchange could result in more standing traffic, increasing discharge pollution at the site. Why wasn't a roundabout considered?

Ms. Arens explained that in this location, because of space constraints there was no option for doing roundabouts. Even though right now the interchange schematics were conceptual, initial reports show that the DDA and SPUI will both be improvements to the existing congestion.

Using evaluation criteria will hopefully result in the preferred alternative providing for:

- Mobility, operations & safety
- Community access & circulation
- Social & economic goals
- Environmental goals
- Best cost alternatives

Non-motorized connection evaluation

- US-23 over East Huron River Drive
- Geddes Rd over US-23
- Earhart Rd over US-23
- Plymouth Rd over US-23

Potential grant opportunities to close the funding gap:

- MDOT Transportation Alternatives Program (TAP)
- RAISE Grant (Urban)
- INFRA (Nationally Significant Multimodal Freight & Highway Projects Program)
- Mega Grant Program

Next steps will include:

- Existing conditions have been analyzed.
- Now it is time to look at the 4 alternatives and look at proposed conditions and determination of impacts. One or more of the alternatives might actually decrease noise.
- Will report back in the spring.

The Board discussed with the MDOT team the issues of noise and whether noise can be mitigated concurrent with the road improvements being made.

A Public Open House is scheduled for Thursday, Feb. 1, Noon-2pm and 4-8pm at Washtenaw Community College, Morris Lawrence Building.

In response to questions about the potential changes to the Barton Hills ramps at US 23, Mr. Davis said the report had been finalized and was on the MDOT website. They were committed to implementing the remaining road safety audit proposals before talking further about any potential closure. Earliest work has been moved out from 2024 to 2026. Conversations were ongoing with State Senators and Representatives to find funding for the long term alternative. MDOT will also study solutions to the Main Street issues that have come out in conversation regarding the Barton Hills ramps.

The Board strongly emphasized the need for improvement at the Plymouth Road/US23 intersection, especially in terms of improving non-motorized traffic safety (pedestrian/bicycle). The MDOT development team agreed that this intersection was high-priority in terms of needing this type of improvement. However, that work was not yet budgeted. Various funding sources were being sought, and matching funds from local municipalities might be part of the mix.

B. Approve the Resolution on Poverty Exemption Policy and Guidelines – Assessor Haley

Assessor Haley explained that the 2024 Poverty Exemption Policy and Guidelines were based on what Board members voted for the prior year for the 2023 resolution, relative to the poverty exemption policy that applies to qualified low income individuals who own homesteads in Ann Arbor Charter Township. Applicants that meet the income and asset qualifications will have the taxable value reduced by 90% of the current year. Poverty exemptions are granted for one year only, and property owners must apply every year in order to receive each exemption.

The Township had approval from the State Tax Commission for the 90% exemption. This approval did not have to be requested from the State every year.

Assessor Haley explained that the Board could include a line in the Resolution that the policy would be updated with the most recent federal guidelines every year, and a yearly resolution would also not be needed.

After discussion, the Board decided to keep the annual review and resolution process as it is.

MOTION by OLSSON , support by ALLISON, to approve ANN ARBOR CHARTER TOWNSHIP BOARD OF TRUSTEES RESOLUTION ON POVERTY EXEMPTION POLICY AND GUIDELINES, JANUARY 22, 2024, as submitted.

Roll call vote:

Ayes - Smith, Moran, Allison, Olsson, Basch, O’Connell, Colvin-Garcia. Nays – None.

Motion passed 7-0.

Supervisor O’Connell asked that since there was a member of the public present who was interested in Item D, that Item D be heard next.

Motion by Allison, support by Olsson, to hear items D and E before item C.

Motion passed unanimously by voice vote.

D. Ordinance Amendments, Zoning Code Section 74-2, “definitions” and 74-9, “Home occupation,” regarding standards for home occupations.

Referencing the January 16, 2024 Carlisle Wortman memorandum, and based on comments provided by the Township Board at previous meetings, Township Planner Elmiger outlined changes made in the draft Home Occupations ordinance language, specifically regarding:

- Replacing the word “nuisance” with “impacts,” or “negative impacts.”
- Revised and shortened *Purpose of Regulations*.
- Revised reference to “parking” to state that parking must be provided on site.
- Revised statements regarding sales of products to customers visiting the site to allow incidental sales of products in relation to the home occupation.
- Sign ordinance prohibits signs for a home occupation.
- Per the Township Attorney’s recommendation, the prohibition regarding assembly of groups was deleted.
- Included list of districts where home occupations are allowed and what types of buildings they are allowed in. Home occupations as an accessory use are allowed in all residential zoning districts. Category B home occupations are only allowed in a single-family or two-family dwelling/attached accessory structure.

Board Discussion:

- The Board discussed the use of the words “customary,” “incidental,” and “secondary,” as they related to a home occupation. For any accessory use in a residential district, the use needs to be “typical” – one that is typically associated with a residential use, and that is nothing out of the ordinary. The use has to be incidental, which means it is not the principal use. Secondary is similar in meaning to incidental.

After discussion, the consensus of the Board was to use the term “subordinate” instead of “secondary.”

- The Board discussed the requirement for Category B uses to have parking on site, which did not allow street parking for employees or customers. Wouldn’t this increase impervious surface, since people might have to add pavement in order to provide the required parking?

Category B uses require a certain balancing act. The uses should not change the nature of the neighborhood from residential to commercial, including taking residential street parking for a commercial use.

For instance, Fleming Creek subdivision had limited street parking and the driveways can only accommodate 2 cars, making Category B uses difficult within the subdivision.

Category B uses required certain standards for parking. If the parking is not available, that homeowner cannot have a Category B use in the home/accessory structure. A Category B use, like a special land use, is not appropriate everywhere.

- Category B uses would only be allowed in single-family residential and duplex homes, or in an attached structure. Category B uses are not allowed in a detached structure.

Trustee Olsson thought this regulation was not flexible and could have unintended consequences.

Township Planner Elmiger said that with their recommendations, the Planning Commission wanted to make sure residential areas stay residential.

Trustee Allison said this limitation of keeping Category B uses to attached accessory structures was tied to the fact that the new ordinance language would allow a substantial increase in the number of accessory buildings, and the new ordinance was substantially increasing what residents can do with their properties.

The Board discussed several types of uses. A horse stable with riding lessons would not be subject to the home occupation ordinance, since a stable was already a special land use. However, a painter might want to keep paint fumes out of his home and do his creative work in a small separate building; this might constitute a Category B use.

Township Planner Elmiger said that typically home occupations have been in the home. Allowing Category B home occupations to be primarily in an attached accessory structure was a significant change. The Planning Commission wanted to start with a conservative, incremental change that would require permitting by the Township.

Trustee Smith brought up the incident in his own home when, during the pandemic, a family member used their house for telecommuting for 8 months. To Trustee Smith, this was normal family behavior in an extraordinary time, but would not be allowed under the new ordinance, which said that non occupants of the dwelling may not commute to the dwelling for a Category A home occupation on site.

City Planner Elmiger said that the main idea of a home occupation is to allow the home occupants to do something in addition to just living in the building. To allow non-occupants to rent rooms to run a business out of the home, for instance, would violate the spirit of the ordinance. She noted that the existing home occupation ordinance has the same language.

Trustee Smith was concerned that the ordinance eliminated flexibility in terms of normal ways families function.

- The Board offered minor technical edits to the draft language, including deleting the word “telework.”
- The Board suggested that the examples given in the Carlisle Wortman memorandum relative to incidental sales be included in the ordinance.
- “Retail sales” either needs to be eliminated, or better explained as something different than “incidental sales.” (See sub.par. 12 on page 6 of the draft ordinance.)

- Township Planner Elmiger suggested adding clarifying language that “retail sales” does not include incidental sales such as a sheet music purchase from a piano instructor.
- The language should be clarified relative to pre-existing legal non-conforming uses. The ordinance should not give the impression that the changes will somehow now permit illegal uses which were illegal at the time the ordinance is adopted.
- Supervisor O’Connell summarized the suggested changes so far:
 - Get rid of some terms like *telework*.
 - Use “subordinate” instead of “secondary.”
 - Add a description/example of incidental sales on page 4.
 - Include grammatical and clarifying edits suggested by the Board on page 5.
 - Clarify sub.par. 12 on page 6, related to retail sales vs. incidental sales.
 - Keep language consistent between definitions and the ordinance standards relative to incidental and subordinate uses
- Trustee Moran thought sub.par.(e) on page 7 was ambiguous; Township Planner Elmiger will provide language that will clarify and tighten up that paragraph.

MOTION by Smith, support by Colvin-Garcia, to table Ordinance Amendments, Zoning Code Section 74-2, “definitions” and 74-9, “home occupation,” so that the Township Planner can incorporate comments from tonight’s discussion in the draft language.

Motion passed unanimously by voice vote.

E. Ordinance Amendments
Zoning Code Section 74-426, “Requirements, scope, uses, exceptions,” and 74-461 through 74-463, “Schedule of Use Regulations,” regarding accessory structures.

Referencing her January 16, 2024 memorandum, Township Planner Elmiger introduced this item, highlighting the following:

- All the language for “storage buildings” is being replaced with new language for “accessory buildings.” The entire section 74-13 will be deleted and reserved for new language at some point in the future.

The Board suggested also removing the word “residential” from the phrase “residential accessory buildings.”

- On p. 2 of the draft ordinance, Chapter 74, Art. IV, Div. 1, Section 426 (d), last line, was amended to read *In all districts, accessory buildings may not be used for dwelling purposes.* This language was simply clarifying language as the ordinance already prohibited this use.
- On p. 3, b. 3. referenced zoning districts that were clustered under type (rural residential district, suburban residential district, and urban residential district). This was consistent with other ordinance language that did similar clustering.
- Bottom of p. 3 to top of p. 4, total square footage of an accessory building on a lot of two acres or less is restricted to 1000sf.
- The memorandum provided a table: *Community Comparison of Accessory Residential Structures – Maximum Size.*

- The new language proposed 10% of lot size or up to 10,000sf for maximum size of an accessory structure.

The Board discussed the various restrictions for maximum size as that related to ground floor area. The natural limitations of GFA will serve to limit the size of most accessory structures, and the maximum allowed size of the accessory structure will depend on the size of the house. However, several trustees felt the calculation formulas will likely be confusing to residents.

Planner Elmiger suggested including a worksheet template to make the formulas simpler to understand and use.

In response to earlier public comment by Mr. Ridha, Trustee Allison emphasized that a neighborhood's deed restrictions are not impacted by the proposed changes. The Township does not enforce the deed restrictions, which are an agreement between neighbors.

Someone could follow the Township ordinances and still violate the deed restrictions; it would be up to the homeowners' association to enforce in that case. On the other hand, if the deed restrictions allowed something more than the ordinance allowed (rare), the ordinance would prevail.

Trustee Moran said he was still troubled by the proposed ordinance, in terms of what it allows relative to the size and location of accessory structures, especially in how the allowed locations relate to the setbacks. He was opposed to allowing any construction in the setback.

Township Planner Elmiger said in the instance of allowing construction in the setback, the language was carried over from existing language as it related to a 200sf storage building. The allowance only applied to the construction being at the 15' line, with the structure moving back 1 foot for every extra foot in height.

Building Official and Zoning Administrator Pace said that a 100sf shed was often placed in a far rear corner, tucked up against the property line. Anything over 100sf must meet setback requirements. No accessory structure can extend beyond the front of the primary residence.

MOTION by Smith, support by Moran, to table Ordinance Amendments, Zoning Code Section 74-426, "Requirements, scope, uses, exceptions," and 74-461 through 74-463, "Schedule of Use Regulations," regarding accessory structures, in order to allow the Township Planner to clarify and incorporate language as discussed this evening.

Motion passed unanimously by voice vote.

C. Ordinance Amendments to Zoning Code Section 74-592 Mineral Mining

Township Attorney Gabis explained that the amendments to Zoning Code Section 74-592 Mineral Mining were recommended by the Planning Commission, including:

- Subsection (a): Two additional elements required under Michigan law: 1) the applicant has demonstrated there are valuable natural resources on the property, and 2) there is

a need for those natural resources. The burden of showing this information is on the applicant and not on the Township.

- Subsection (a)(7): An additional element was added relative to the *no very serious consequences* analysis, that the “impact on other natural resources such as wetlands, lakes, watercourses, aquifers, natural habitats, and similar environmental resources” be considered.
- Subsection (c)(18) specifically addresses dewatering operations for extraction, and prohibits dewatering unless certain exceptions are met, including a.) A comprehensive hydrogeologic study showing no adverse impacts, b.) An aquifer monitoring plan satisfactory to the Township, and c) The Conditional Use Permit specifically stating that if monitoring shows any indication of adverse impact to water resources, as determined by the Township, dewatering operations shall immediately cease.

The above modifications have been discussed and vetted by the Township’s planning consultant and legal counsel, and are before the Board tonight for consideration.

Trustee Allison said there was an active public hearing when this matter was heard by the Planning Commission. While commenters were appreciative of the ordinance amendment, they had also done research into other municipal ordinances that addressed mineral mining operations and had made specific suggestions in this regard. Commenters were also concerned about traffic and trucking issues, which has been a significant nuisance to the neighbors. Per resident research, at least one township had an annual review of the CUP, to make sure compliance was ongoing.

Supervisor O’Connell said Township counsel was following up on these comments.

MOTION by SMITH, support by ALLISON, that the Ann Arbor Charter Township Board of Trustees adopt the Planning Commission recommendations for amendments to Zoning Code Section 74-592 Mineral Mining.

Roll call vote:

Ayes – Smith, Moran, Allison, Olsson, Basch, O’Connell, Colvin-Garcia. Nays – None.

Motion carried 7-0.

F. Second reading of Ordinance Amendment, Code Section 14-139, “International Property Maintenance Code,” Collection of Fees.

There were no changes since the first reading of this ordinance amendment.

MOTION by Basch, support by Olsson, that the Ann Arbor Charter Township Board of Trustees adopt on second reading Ordinance Amendment, Code Section 14-139, “International Property Maintenance Code,” Collection of Fees.

Motion passed unanimously by voice vote.

G. Fence – Gate Ordinance Revision

Discussion postponed.

VI. REPORTS, DISCUSSIONS

A. Supervisor's Report – O'Connell

- 1) Lt. Robinson retirement; John Cratsenburg will take her place.
- 2) Update on Warren Road culvert. Original cost quoted at \$60K; new estimated cost now \$400K. ARPA (American Rescue Plan Act) funds have been committed based on the lesser price. Road Commission representatives, and perhaps EGLE (Michigan Department of Environment, Great Lakes, and Energy) representatives, will attend the next BOT meeting to explain this discrepancy.
- 3) The Township is putting together a packet of materials regarding how to request a SAD (Special Assessment District) to hand to residents who are interested. Two residents have approached the Township seeking this information.
- 4) The County's Road Foreman Mike Mastie has requested the Township provide a list of prioritized roads that need work, so that he can provide initial estimates.
- 5) Supervisor O'Connell attended Washtenaw County Supervisors Meeting; State Senators and Representatives and US Representative Dingle were in attendance. O'Connell added to list of issues discussed ground water protection, and adding more resources for mapping hydrogeology in the state. Other issues discussed included regional issues relative to wastewater treatment, solar power, and fire protection.

Trustee Moran asked if the Township had gotten a quote on the ParPlan without Private Property Use Restriction. Clerk Basch said this quote was received; the reduction was minimal – less than \$3,000.

Trustee Moran noted that the Newman property – which according to the Ordinance Enforcement Report may be up for sale – owed the Township significant debt; perhaps a lien should be sought.

Trustee Allison noted that based on the most recent numbers from Mid Michigan Materials, using a linear projection it will be at least 10 months before water levels reach stabilization. However, per Township consultant Dr. Wright, the trend will be episodic and therefore it will be much longer than 10 months before the levels are back to normal.

B. Clerk's Report - Basch

Clerk's report is in the Board packets.

Election Commission met tonight just prior to this meeting.

C. Treasurer's Report – Colvin-Garcia

- Latest figures for ending 2023 balances have been provided.
- Tax collection ongoing.
- 2030 District announcement that EGLE has expanded grant funding for community energy management; webinar scheduled for the end of this week.
- Property tax rate will reflect the raise to the 5% cap.
- Washtenaw County Treasurers Association met January 16.

D. Planning Commission Report – January 11, 2024 – Allison

Trustee Allison reviewed the January 11, 2024 Planning Commission draft minutes.

E. Committee Reports

1) Farmland Open Space and Preservation Board Report

Meeting next week.

2) Utility Committee

Report in packets.

3) Climate Resilience Committee

Still working on climate report.

4) Zoning Board of Appeals

No meeting.

5) Public Safety Committee

No meeting.

6) Roads Committee

Discussed above.

F. Utilities Department Report

Report in packets.

G. Public Safety Report

1) Washtenaw County Sheriff's Department

Report in packets.

2) Fire Department – Chief Mark Nicholai

Chief Nicholai reviewed the December 2023 written report. Department has hired 7 paid-on-call firefighters, bringing the total to 25; three of the new hires are licensed for EMT basics, one is a certified firefighter.

H. Building Department Report

Report is in the packets.

VII. INFORMATION ONLY ITEMS

VIII. NON-AGENDA ITEMS

IX. PUBLIC COMMENT

None.

X. ADJOURNMENT

MOTION by Basch, support by Olsson, to adjourn the meeting.

Motion passed unanimously by voice vote.

The meeting was adjourned at 10:47pm.

**ANN ARBOR CHARTER TOWNSHIP
BOARD OF TRUSTEES SPECIAL MEETING MINUTES
MONDAY, FEBRUARY 5, 2024 at 1:00 PM
TOWNSHIP OFFICES - 3792 PONTIAC TRAIL, ANN ARBOR, MI**

I. CALL TO ORDER, ESTABLISH QUORUM

Supervisor O’Connell called the Ann Arbor Charter Township Board of Trustees meeting to order at 1:10 pm on February 5, 2024.

Present: Supervisor Diane O’Connell
Clerk Rena Basch
Treasurer Carlene Colvin-Garcia
Trustee John Allison
Trustee Michael Moran
Trustee Rodney Smith

Absent: Trustee Kristine Olsson

Also Present: Farmland Preservation Consultant Barry Lonik, and Township Attorneys Sarah Gabis and Tom Meagher

II. OPEN SESSION

O’Connell moved to correct the agenda due to a typographical error in the Closed Session section. Colvin-Garcia seconded. Motion carried.

III. CLOSED SESSION - To consult with Township attorneys and consultants regarding purchase of real property.

Basch explained the typographical error she made in the posted agenda, citing the wrong section of the Open Meetings Act.

Basch moved to go into closed session to consult to consider purchase of real property per Sec. 8 (1) (d) of the Open Meetings Act, and to invite farmland consultant Barry Lonik and appraiser Michael Kurschat to join. Allison seconded the motion.

**Roll call vote:
Allison - yes
Basch – yes
Colvin-Garcia - yes
Moran - yes
O’Connell – yes
Smith - yes**

Motion passed 6-0. The Board of Trustees moved into closed session at 1:14 pm and left the meeting room. Olsson arrived at 1:20 pm and joined the closed session.

IV. Open Session

At 3:23 pm the Board re-entered the Township meeting room and the following motion was offered: **MOTION by Basch, support by Colvin-Garcia, that closed session be adjourned. Motion passed.**

MOTION by Smith, support by Moran that the Board move back into open session. Motion passed.

V. Non-Agenda Items – None

VI. Public Comment – None

VII. Adjourn

MOTION by Smith, support by Colvin-Garcia to adjourn the meeting. Motion passed by voice vote, and meeting adjourned at 3:24 pm.

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND						
Dept 000 OTHER REVENUE ACCOUNT						
101-000-202.002		Medical Insurance	BLUE CARE NETWORK	MEDICAL INSURANCE JANUARY	7,250.52	2089700801
101-000-202.003		Medical Insurance	BLUE CROSS & BLUE	MEDICAL INSURANCE CURRENT CHARGES	15,640.45	2089700802
101-000-202.003		Medical Insurance	BLUE CROSS & BLUE	2024 CREDIT FOR JOEL CAMERON	(557.43)	2089700802
101-000-232.000		Cellphones	VERIZON WIRELESS	Cellphones	40.01	2089700798
Total For Dept 000 OTHER REVENUE ACCOUNT					22,373.55	
Dept 101 BOARD OF TRUSTEES						
101-101-725.000		MEMBERSHIPS - DUES	WASHTENAW AREA	WATS FY 2024 MEMBERSHIP DUES	1,000.00	37453
101-101-818.000		SERVICE CONTRACTS	CHERYL K. MCGUIRE	DEC MINUTES	312.50	37466
101-101-909.000		ADVERTISING/PUBLISHING	DETROIT LEGAL NEWS	NEWSPAPER NOTICE FOR ZONING	50.00	37469
101-101-909.000		ADVERTISING/PUBLISHING-	WASHTENAW COUNTY LEGAL	BOARD MEETING NOTICE	45.00	37502
101-101-909.000		ADVERTISING/PUBLISHING	WASHTENAW COUNTY LEGAL	NEWSPAPER NOTICE	45.00	37502
Total For Dept 101 BOARD OF TRUSTEES					1,452.50	
Dept 171 SUPERVISOR						
101-171-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	178.46	2089700805
Total For Dept 171 SUPERVISOR					178.46	
Dept 215 CLERK						
101-215-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	174.60	2089700805
101-215-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	147.42	2089700804
Total For Dept 215 CLERK					322.02	
Dept 228 TECHNOLOGY						
101-228-818.000		SERVICE CONTRACTS	ADOBE	ADOBE SOFTWARE	203.88	2089700798
101-228-818.000		INTUIT *QBooks Online	Intuit	INTUIT *QBooks Online	30.00	2089700798
101-228-818.000		MSFT 365 Licenses	MICROSOFT CORPORATION	MSFT 365 Licenses	130.82	2089700798
101-228-818.000		MSFT 365 Licenses	MICROSOFT CORPORATION	MSFT 365 Licenses	2.42	2089700798
101-228-818.000		SERVICE CONTRACTS	BS&A SOFTWARE	BS&A SERVICES	792.00	37464
101-228-818.000		SERVICE CONTRACTS	BS&A SOFTWARE	BS&A SERVICES	792.00	37464
101-228-818.000		SERVICE CONTRACTS	BS&A SOFTWARE	BS&A SERVICES	946.00	37464
101-228-980.000		PURCHASES	AMAZON.COM LLC	OFFICE SUPPLIES	44.78	2089700798
101-228-980.000		PURCHASES	LOGITECH	NEW WEB CAMERA	74.19	2089700798
Total For Dept 228 TECHNOLOGY					3,016.09	
Dept 253 TREASURER						
101-253-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	257.71	2089700805
101-253-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	43.71	2089700804
101-253-961.000		TRAINING & IMPROVEMENT	MICHIGAN TOWNSHIPS	FINANCIAL FUNDAMENTALS	175.00	2089700798
Total For Dept 253 TREASURER					476.42	
Dept 257 ASSESSOR						
101-257-818.000		SERVICE CONTRACTS	WAYNE COUNTY APPRAISAL	ASSESSING SERVICES	5,033.00	37504
101-257-957.100		GENERAL OPERATING	MICHIGAN TOWNSHIPS	MTA BOARD OF REVIEW TRAINING	139.50	2089700798

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND						
Dept 257 ASSESSOR						
101-257-957.100		GENERAL OPERATING	KENT COMMUNICATIONS	POSTAGE	44.15	37452
101-257-957.100		GENERAL OPERATING	KENT COMMUNICATIONS	POSTAGE	946.20	37478
Total For Dept 257 ASSESSOR					6,162.85	
Dept 261 OPERATIONS						
101-261-727.000		OFFICE SUPPLIES	AMAZON.COM LLC	OFFICE SUPPLIES	135.13	2089700798
101-261-727.000		OFFICE SUPPLIES	AMAZON.COM LLC	OFFICE SUPPLIES	81.09	2089700798
101-261-727.000		OFFICE SUPPLIES	PRINTING SYSTEMS, INC.	ELECTON SUPPLIES	1,104.17	2089700798
101-261-727.000		OFFICE SUPPLIES	ENGRAVING CONNECTION	NAME PLATE HOLDER	163.00	37471
101-261-727.000		OFFICE SUPPLIES	ENGRAVING CONNECTION	NAME PLATES	42.72	37471
101-261-727.000		OFFICE SUPPLIES	PRINTING SYSTEMS, INC.	VOTER ID	540.21	37487
101-261-728.000		Copier Lease	LEAF	Copier Lease	302.50	2089700807
101-261-728.000		PRINTING/BINDING	PRINT TECH INC.	NEWLETTER	1,050.80	37486
101-261-730.000		POSTAGE & MAILING	PITNEY BOWES	POSTAGE	1,000.00	37485
101-261-730.000		POSTAGE & MAILING	PRINT TECH INC.	NEWLETTER	654.17	37486
101-261-818.000		SERVICE CONTRACTS	CHERYL K. MCGUIRE	DEC MINUTES	250.00	37466
101-261-851.000		3792 Pontiac Trl (TV &	COMCAST CABLE	3792 Pontiac Trl (TV & Internet)	55.98	2089700798
101-261-851.000		Cellphones	VERIZON WIRELESS	Cellphones	212.17	2089700798
101-261-851.000		Cellphones	VERIZON WIRELESS	Cellphones	41.07	2089700798
Total For Dept 261 OPERATIONS					5,633.01	
Dept 262 ELECTION						
101-262-957.100		GENERAL OPERATING	ALRO STEEL CORPORATION	TOOLS FOR BALLOT BOX	38.75	2089700798
101-262-957.100		GENERAL OPERATING	TRACTOR SUPPLY CREDIT	HARDWARE	73.36	2089700808
101-262-957.100		GENERAL OPERATING	WASHTENAW COUNTY LEGAL	ELECTION COMMISSION MEETING NOTICE	10.00	37502
101-262-957.100		GENERAL OPERATING	WASHTENAW COUNTY LEGAL	NEWSPAPER NOTICE	35.00	37502
101-262-957.100		GENERAL OPERATING	WASHTENAW COUNTY LEGAL	NEWSPAPER NOTICE	20.00	37502
Total For Dept 262 ELECTION					177.11	
Dept 265 BUILDINGS AND GROUNDS						
101-265-818.000		JANITORIAL SERVICES	JNS FACILITY	JANITORIAL SERVICES DECEMBER	695.00	2089700806
101-265-933.000		REPAIR & MAINTENANCE	FIRST CHOICE CARPET	CARPET CLEANING	920.00	37454
101-265-935.000		GROUNDS CARE & SNOW	GREAT DEAL LANDSCAPE	DEICER	207.75	2089700798
Total For Dept 265 BUILDINGS AND GROUNDS					1,822.75	
Dept 266 LEGAL & PROFESSIONAL						
101-266-802.000		ENGINEERING FEES	STANTEC CONSULTING	ENGINEERING FEES	154.00	37494
101-266-804.000		ACCOUNTING SERVICES	THE WOODHILL GROUP LLC	ACCOUNTING SERVICES	805.50	37496
101-266-811.000		LEGAL FEES	BODMAN PLC	LEGAL FEES	1,890.00	37461
101-266-811.000		LEGAL FEES	BODMAN PLC	LEGAL FEES	280.00	37461
101-266-811.000		LEGAL FEES	BODMAN PLC	LEGAL FEES	2,240.00	37461
101-266-811.000		LEGAL FEES	BODMAN PLC	LEGAL FEES	420.00	37461
101-266-811.008		LITIGATIONS - DANGEROUS	BARR, ANHUT &	LEGAL FEES	30.00	37460

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND						
Dept 266 LEGAL & PROFESSIONAL						
101-266-811.010		LEGAL FEES	BODMAN PLC	LEGAL FEES	7,832.70	37461
101-266-811.014		LEGAL FEES	BODMAN PLC	LEGAL FEES	3,825.00	37461
101-266-811.015		LEGAL FEES- BAYER	BARR, ANHUT &	LEGAL FEES	300.00	37460
Total For Dept 266 LEGAL & PROFESSIONAL					17,777.20	
Dept 272 FARMLAND SUPPORT						
101-272-806.000		CONSULTANTS - OTHER	PEOPLES COMPANY OF	APPRAISAL OF RICHARD DIETERLE	2,850.00	37483
101-272-957.100		GENERAL OPERATING	ERIC KALDJIAN	BLACK LOCUST POSTS FOR PRESERVED	300.00	37472
Total For Dept 272 FARMLAND SUPPORT					3,150.00	
Dept 701 PLANNING COMMISSION						
101-701-715.001		LIFE INSURANCE	HARTFORD LIFE &	Life Insurance	127.41	2089700805
101-701-715.002		DENTAL	DELTA DENTAL PLAN OF	Dental Insurance	82.17	2089700804
101-701-801.000		PLANNER FEES	CARLISLE-WORTMAN	PLANNING FEES	1,210.00	37465
101-701-801.000		PLANNER FEES SLOW FARM	CARLISLE-WORTMAN	PLANNING FEES	330.00	37465
101-701-811.000		LEGAL FEES	BODMAN PLC	LEGAL FEES	1,120.00	37461
101-701-818.000		SERVICE CONTRACTS	CHERYL K. MCGUIRE	DEC MINUTES	300.00	37466
Total For Dept 701 PLANNING COMMISSION					3,169.58	
Dept 702 ZONING						
101-702-806.000		CONSULTANTS - OTHER	CARLISLE-WORTMAN	PLANNING FEES	550.00	37465
Total For Dept 702 ZONING					550.00	
Total For Fund 101 GENERAL FUND					66,261.54	
Fund 205 PUBLIC SAFETY FUND						
Dept 301 POLICE/SHERIFF						
205-301-815.000		WASHTENAW COUNTY SHERIFF	WASHTENAW COUNTY TREAS	JANUARY POLICE SERVICES	59,096.68	37503
Total For Dept 301 POLICE/SHERIFF					59,096.68	
Total For Fund 205 PUBLIC SAFETY FUND					59,096.68	
Fund 206 FIRE FUND						
Dept 228 TECHNOLOGY						
206-228-818.000		MSFT 365 Licenses	MICROSOFT CORPORATION	MSFT 365 Licenses	217.14	2089700798
206-228-818.000		MSFT 365 Licenses	MICROSOFT CORPORATION	MSFT 365 Licenses	4.02	2089700798
Total For Dept 228 TECHNOLOGY					221.16	
Dept 261 OPERATIONS						
206-261-727.000		Office Supplies	QUILL CORPORATION	Office Supplies	397.11	37489
206-261-727.000		Office Supplies	QUILL CORPORATION	Office Supplies	94.72	37489
206-261-727.000		Office Supplies	QUILL CORPORATION	Office Supplies	66.80	37489
206-261-728.000		Copier Lease	LEAF	Copier Lease	302.50	2089700807
206-261-742.000		Camera Lens	CAMERAMALL	Camera Lens	169.59	2089700798
206-261-742.000		Metal for Accountability	ALRO STEEL CORPORATION	Metal for Accountability Board	160.53	37457

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 206 FIRE FUND						
Dept 261 OPERATIONS						
206-261-742.001		02	AIRGAS USA LLC	02	95.87	37456
206-261-742.001		02	AIRGAS USA LLC	02	96.52	37456
206-261-742.001		EMS Supplies	BOUND TREE MEDICAL,	EMS Supplies	1,430.23	37462
206-261-742.001		Replacment chest strap	ZOLL MEDICAL CORP	Replacment chest strap	82.72	37506
206-261-742.002		Photos	CVS	Photos	31.78	2089700798
206-261-742.002		Display Board	HOME DEPOT USA INC	Display Board	185.22	2089700798
206-261-742.002		Picture Frames	MICHAELS	Picture Frames	19.06	2089700798
206-261-798.000		Map Book Mapping System	MAPS BY WAGNER, LLC	Map Book Mapping System	100.00	37480
206-261-818.000		3792 Pontiac Trl (TV &	COMCAST CABLE	3792 Pontiac Trl (TV & Internet)	204.86	2089700798
206-261-818.000		TV & Internet	COMCAST CABLE	TV & Internet	107.28	2089700798
206-261-818.000		800 Mhz. User Fees	WASHTENAW COUNTY TREAS	800 Mhz. User Fees	2,130.00	37503
206-261-821.000		Dispatch Services	EMERGENT HEALTH	Dispatch Services	1,394.18	37470
206-261-821.000		Dispatch Services	EMERGENT HEALTH	Dispatch Services	1,394.18	37470
206-261-851.000		FAX NUMBER	AT&T	FAX NUMBER	54.83	2089700798
206-261-851.000		3792 Pontiac Trl (TV &	COMCAST CABLE	3792 Pontiac Trl (TV & Internet)	55.98	2089700798
206-261-851.000		TV & Internet	COMCAST CABLE	TV & Internet	111.95	2089700798
206-261-851.000		Cellphones	VERIZON WIRELESS	Cellphones	361.15	2089700798
206-261-933.000		Replacement UPS Battery	BATTERIES PLUS	Replacement UPS Battery	22.67	2089700798
206-261-933.000		Equipment Fuel	TRACTOR SUPPLY CREDIT	Equipment Fuel	116.93	2089700808
206-261-933.000		Cascade System PM	BREATHING AIR SYSTEMS	Cascade System PM	941.31	37463
206-261-955.000		Station Supplies	GORDON FOOD SERVICE	Station Supplies	40.98	2089700798
206-261-955.000		Station Décor	HOME DEPOT USA INC	Station Décor	62.18	2089700798
206-261-955.000		Misc Parts Cabinet -	LAWSON PRODUCTS INC	Misc Parts Cabinet - Stocked	518.82	2089700798
206-261-955.000		Station Supplies	SAM'S CLUB/SYNCHRONY	Station Supplies	319.18	2089700798
206-261-976.000		Emergency Warining	PRIORITY ONE EMERGENCY	Emergency Warining Equipment	4,725.72	37488
206-261-980.000		Replacment Fire Hose	CSI EMERGENCY	Replacment Fire Hose	3,680.00	37468
206-261-980.000		Hose Divider Engine 2	SALENBIEN WELDING	Hose Divider Engine 2	2,125.00	37491
Total For Dept 261 OPERATIONS					21,599.85	
Dept 265 BUILDINGS AND GROUNDS						
206-265-775.000		SD20	ANN ARBOR CLEANING	SD20	34.86	37459
206-265-933.000		Station 1 Bay Heater	DETROIT RADIANT	Station 1 Bay Heater Repair	129.75	2089700798
206-265-933.000		Station 1 and 2 Carpet	FIRST CHOICE CARPET	Station 1 and 2 Carpet Cleaning	653.00	37454
206-265-933.000		Station 1 Bay Heater	JETSTREAM MECHANICAL	Station 1 Bay Heater Repair	249.00	37477
206-265-935.000		GROUNDS CARE &	GREAT DEAL LANDSCAPE	DEICER	208.75	2089700798
Total For Dept 265 BUILDINGS AND GROUNDS					1,275.36	
Dept 270 PERSONNEL						
206-270-715.000		MEDICAL	BLUE CROSS & BLUE	2023 CREDIT FOR JOEL CAMERON'S NOV	(772.48)	2089700802
206-270-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	1,023.49	2089700805
206-270-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	647.94	2089700804
206-270-723.000		TB Test Krause	OCCUPATIONAL HEALTH	TB Test Krause	23.00	37482

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 206 FIRE FUND						
Dept 270 PERSONNEL						
206-270-723.000		Hilmer	OCCUPATIONAL HEALTH	Hilmer	419.00	37482
206-270-723.000		Bricker	OCCUPATIONAL HEALTH	Bricker	400.00	37482
206-270-746.001		1 Set PPE / PPE Equipment	MACQUEEN EMERGENCY	1 Set PPE / PPE Equipment	4,408.02	37479
206-270-746.001		Gear Repair x 6	TURNOUT RENTAL LLC	Gear Repair x 6	933.50	37498
206-270-746.001		Gear Repair x 3	TURNOUT RENTAL LLC	Gear Repair x 3	449.00	37498
206-270-961.000		CPR Cards	LIFELINE CONCORD LLC	CPR Cards	42.00	2089700798
206-270-961.000		CPR Cards	LIFELINE CONCORD LLC	CPR Cards	80.00	2089700798
206-270-961.001		TRNG. & IMPROVEMENT PART-	JACKSON COLLEGE	11 CPR Cards	135.00	37476
Total For Dept 270 PERSONNEL					7,788.47	
Dept 596 TRANSPORTATION						
206-596-748.000		Fuel	CORRIGAN OIL COMPANY	Fuel	655.80	2089700798
206-596-748.000		Fuel	CORRIGAN OIL COMPANY	Fuel	884.93	2089700798
206-596-933.000		ZIPPY AUTO WASH	ZIPPY AUTO WASH LLC	Car Wash	29.99	2089700798
206-596-933.000		Car Wash Transfer to New	ZIPPY AUTO WASH LLC	Car Wash Transfer to New Utility	1.00	2089700798
206-596-933.000		Washer Fluid, Bulbs, DEF	ADVANCE AUTO PARTS -	WASHER FLUID, BULBS, DEF (67.34	37455
206-596-933.000		Antifreeze	ADVANCE AUTO PARTS -	Antifreeze	66.36	37455
206-596-933.000		REPAIR & MAINTENANCE	ADVANCE AUTO PARTS -	CORE BATTERY	(54.00)	37455
206-596-933.000		REPAIR & MAINTENANCE	ADVANCE AUTO PARTS -	WIPES	53.58	37455
206-596-933.000		Truck Washing Equipment	ANN ARBOR CLEANING	Truck Washing Equipment	172.98	37459
206-596-933.000		Engine 12-1 Tire Repair	SHRADER TIRE & OIL INC	Engine 12-1 Tire Repair	227.95	37492
206-596-933.000		Oil / Grease / Car Wash	VESCO OIL CORPORATION	Oil / Grease / Car Wash Soat	1,277.99	37500
206-596-933.000		Engine 2 Pump Discharge	R & R FIRE TRUCK	Engine 2 Pump Discharge Valve	29,735.71	37507
Total For Dept 596 TRANSPORTATION					33,119.63	
Total For Fund 206 FIRE FUND					64,004.47	
Fund 211 GRANTS FUND						
Dept 751 PARKS AND RECREATION						
211-751-802.000	CCG	ENGINEERING FEES	STANTEC CONSULTING	ENGINEERING FEES	2,129.00	37494
Total For Dept 751 PARKS AND RECREATION					2,129.00	
Total For Fund 211 GRANTS FUND					2,129.00	
Fund 225 FARMLAND PRESERVATION						
Dept 266 LEGAL & PROFESSIONAL						
225-266-806.000		CONSULTANTS - OTHER	PEOPLES COMPANY OF	APPRAISAL OF RICHARD DIETERLE	2,850.00	37483
225-266-806.000		CONSULTANTS - OTHER	TREEMORE ECOLOGY &	FARMLAND CONSULTING	2,157.00	37497
225-266-811.000		LEGAL FEES	BODMAN PLC	LEGAL FEES	210.00	37461
Total For Dept 266 LEGAL & PROFESSIONAL					5,217.00	
Total For Fund 225 FARMLAND PRESERVATION					5,217.00	
Fund 249 BUILDING DEPARTMENT FUND						
Dept 228 TECHNOLOGY						

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 249 BUILDING DEPARTMENT FUND						
Dept 228 TECHNOLOGY						
249-228-818.000		MSFT 365 Licenses	MICROSOFT CORPORATION	MSFT 365 Licenses	41.78	2089700798
249-228-818.000		MSFT 365 Licenses	MICROSOFT CORPORATION	MSFT 365 Licenses	0.77	2089700798
249-228-818.000		SERVICE CONTRACTS	BS&A SOFTWARE	BS&A SERVICES	1,434.34	37464
249-228-818.000		SERVICE CONTRACTS	BS&A SOFTWARE	BS&A SERVICES	96.00	37464
249-228-818.000		SERVICE CONTRACTS	BS&A SOFTWARE	BS&A SERVICES	1,434.33	37464
Total For Dept 228 TECHNOLOGY					3,007.22	
Dept 261 OPERATIONS						
249-261-730.000		POSTAGE & MAILING	PETER PACE	POSTAGE	8.95	37484
249-261-851.000		Cellphones	VERIZON WIRELESS	Cellphones	82.14	2089700798
Total For Dept 261 OPERATIONS					91.09	
Dept 270 PERSONNEL						
249-270-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	300.67	2089700805
249-270-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	229.59	2089700804
Total For Dept 270 PERSONNEL					530.26	
Total For Fund 249 BUILDING DEPARTMENT FUND					3,628.57	
Fund 592 UTILITIES FUND						
Dept 228 TECHNOLOGY						
592-228-818.000		MSFT 365 Licenses	MICROSOFT CORPORATION	MSFT 365 Licenses	55.67	2089700798
592-228-818.000		MSFT 365 Licenses	MICROSOFT CORPORATION	MSFT 365 Licenses	1.04	2089700798
592-228-818.000		SERVICE CONTRACTS	BS&A SOFTWARE	BS&A SERVICES	662.00	37464
592-228-818.000		SERVICE CONTRACTS	BS&A SOFTWARE	BS&A SERVICES	1,434.33	37464
592-228-818.000		SERVICE CONTRACTS	TAZ NETWORKS INC	SETTING UP NEW LAPTOP	471.25	37495
592-228-980.000		PURCHASES	BEST BUY STORES, L.P.	LAPTOP FOR UTILITY DEPARTMENT	1,099.98	2089700798
Total For Dept 228 TECHNOLOGY					3,724.27	
Dept 261 OPERATIONS						
592-261-779.000		SMALL TOOLS	SNAP-ON TOOLS ORDER	HARDWARE	534.95	37493
592-261-818.000		SERVICE CONTRACTS	UIS SCADA INC	MOTOROLA RADIO SYSTEM MAINTENANCE	1,275.96	37499
592-261-851.000		Cellphones	VERIZON WIRELESS	Cellphones	163.22	2089700798
592-261-933.000		REPAIR & MAINTENANCE	GFG INSTRUMENTATION	HARDWARE	595.00	2089700798
592-261-933.000		REPAIR & MAINTENANCE	HOME DEPOT USA INC	HARDWARE	355.94	2089700798
592-261-933.000		REPAIR & MAINTENANCE	MENARD INC	HARDWARE	164.72	2089700798
592-261-933.000		REPAIR & MAINTENANCE	SAM'S CLUB/SYNCHRONY	SUPPLIES	586.70	2089700798
592-261-933.000		REPAIR & MAINTENANCE	THOMAS SCIENTIFIC	ELECTRODE STORAGE	36.23	2089700798
592-261-933.000		REPAIR & MAINTENANCE	THOMAS SCIENTIFIC	RINSE SOLUTION	43.54	2089700798
592-261-933.000		REPAIR & MAINTENANCE	GRAINGER	REPAIR & MAINTENANCE	28.11	37475
592-261-976.000		EQUIPMENT PURCH UNDER \$5K	GRAINGER	ELECTRIC WALL/CEILING UNIT HEATER	1,007.63	37475
592-261-976.000		EQUIPMENT PURCH UNDER \$5K	GRAINGER	ELECTRIC THERMOSTAT	134.40	37475
Total For Dept 261 OPERATIONS					4,926.40	

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 UTILITIES FUND						
Dept 265 BUILDINGS AND GROUNDS						
592-265-921.000		HEATING	AMERIGAS PROPANE LP	PROPANE	832.20	37458
592-265-933.000		REPAIR & MAINTENANCE	FIRST CHOICE CARPET	CARPET CLEANING	174.00	37454
Total For Dept 265 BUILDINGS AND GROUNDS					1,006.20	
Dept 266 LEGAL & PROFESSIONAL						
592-266-802.000		ENGINEERING FEES	STANTEC CONSULTING	ENGINEERING FEES	1,232.00	37494
592-266-811.000		LEGAL FEES	BODMAN PLC	LEGAL FEES	1,680.00	37461
Total For Dept 266 LEGAL & PROFESSIONAL					2,912.00	
Dept 270 PERSONNEL						
592-270-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	305.21	2089700805
592-270-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	191.13	2089700804
592-270-725.000		MEMBERSHIPS - DUES	STATE OF MICHIGAN	DRINKING WATER OPERATOR TRAINING	95.00	2089700798
592-270-955.200		CONVENTION & CONFERENCES	SOARING EAGLE CASINO	HOTEL	327.98	2089700798
Total For Dept 270 PERSONNEL					919.32	
Dept 537 SALES/PURCHASES OF W&S						
592-537-777.000		METER EQUIPMENT PURCHASES	FERGUSON WATERWORKS	METER EQUIPMENT PURCHASES	3,052.50	37473
592-537-777.000		METER EQUIPMENT PURCHASES	FERGUSON WATERWORKS	CREDIT FOR RETURN OF ITEMS,	(1,456.66)	37473
592-537-813.000		WATER PURCHASE-CITY OF AA	CITY OF ANN ARBOR	WATER PURCHASE 2% FOR 2022	(19,199.83)	37467
592-537-813.000		WATER PURCHASE-CITY OF AA	CITY OF ANN ARBOR	Q4 WATER 2023	220,446.07	37467
592-537-813.883		SEWER PURCHASES-CITY OF	CITY OF ANN ARBOR	Q4 SEWER PURCHASE	219,474.94	37467
Total For Dept 537 SALES/PURCHASES OF W&S					422,317.02	
Dept 596 TRANSPORTATION						
592-596-933.000		Car Wash	ZIPPY AUTO WASH LLC	Car Wash	29.99	2089700798
592-596-933.000		Car Wash	ZIPPY AUTO WASH LLC	Car Wash	29.99	2089700798
Total For Dept 596 TRANSPORTATION					59.98	
Total For Fund 592 UTILITIES FUND					435,865.19	
Fund 702 ESCROW FUND						
Dept 000 OTHER REVENUE ACCOUNT						
702-000-249.067		ENGINEERING FEES	STANTEC CONSULTING	ENGINEERING FEES	77.00	37494
702-000-249.077		ENGINEERING FEES	STANTEC CONSULTING	ENGINEERING FEES	6,584.01	37494
702-000-249.079		ENGINEERING FEES	STANTEC CONSULTING	ENGINEERING FEES	15,362.57	37494
702-000-249.079		ENGINEERING FEES	STANTEC CONSULTING	ENGINEERING FEES	350.78	37494
702-000-262.079		ENGINEERING FEES	STANTEC CONSULTING	ENGINEERING FEES	404.52	37494
702-000-262.083		PLANNING FEES	CARLISLE-WORTMAN	PLANNING FEES	385.00	37465
702-000-262.083		ENGINEERING FEES	STANTEC CONSULTING	ENGINEERING FEES	430.11	37494
702-000-262.085		ENGINEERING FEES	STANTEC CONSULTING	ENGINEERING FEES	1,073.29	37494
702-000-280.147		PLANNING FEES	CARLISLE-WORTMAN	PLANNING FEES	275.00	37465
702-000-280.147		ENGINEERING FEES	STANTEC CONSULTING	ENGINEERING FEES	154.00	37494
702-000-280.181		SP-04-19 KLA CORP R&D	BODMAN PLC	LEGAL FEES	170.00	37461

02/16/2024 11:41 AM
User: IWHITT
DB: Ann Arbor Towhsh

INVOICE GL DISTRIBUTION REPORT FOR ANN ARBOR CHARTER TOWNSHIP
EXP CHECK RUN DATES 01/19/2024 - 02/16/2024
JOURNALIZED OPEN AND PAID
BANK CODE: POOL2

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 702 ESCROW FUND						
Dept 000 OTHER REVENUE ACCOUNT						
702-000-280.203		LEGAL FEES	BODMAN PLC	LEGAL FEES	2,450.00	37461
702-000-280.203		ENGINEERING FEES	STANTEC CONSULTING	ENGINEERING FEES	462.00	37494
Total For Dept 000 OTHER REVENUE ACCOUNT					<u>28,178.28</u>	
Total For Fund 702 ESCROW FUND					<u>28,178.28</u>	

02/16/2024 11:41 AM
User: IWHITT
DB: Ann Arbor Towhsh

INVOICE GL DISTRIBUTION REPORT FOR ANN ARBOR CHARTER TOWNSHIP
EXP CHECK RUN DATES 01/19/2024 - 02/16/2024
JOURNALIZED OPEN AND PAID
BANK CODE: POOL2

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101 GENERAL FUND	66,261.54
Fund 205 PUBLIC SAFET	59,096.68
Fund 206 FIRE FUND	64,004.47
Fund 211 GRANTS FUND	2,129.00
Fund 225 FARMLAND PRE	5,217.00
Fund 249 BUILDING DEP	3,628.57
Fund 592 UTILITIES FU	435,865.19
Fund 702 ESCROW FUND	28,178.28

Total For All Funds:	<u>664,380.73</u>
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City of Ann Arbor
PLANNING & DEVELOPMENT SERVICES — PLANNING DIVISION

301 East Huron Street P.O. Box 8647 Ann Arbor, Michigan 48107-8647
p. 734.794.6265 f 734.994.8312 | planning@a2gov.org

PETITION FOR ANNEXATION BY RELEASE

The Planning Department would like to take this opportunity to welcome you as a member of our community. Annexation to the City will provide you with the same benefits available to Ann Arbor Citizens. These benefits include fire and police protection, use of City parks; refuse pick-up and recycling services, eligibility for City water and sewer lines, and participation on City boards and commissions. We are looking forward to your involvement in our community and hope that you will enjoy the many advantages the City of Ann Arbor has to offer.

To: The **TOWNSHIP BOARD OF ANN ARBOR CHARTER TOWNSHIP**, Washtenaw County, Michigan and the City Council of the City of Ann Arbor, Michigan.

We, the undersigned, respectfully petition your honorable bodies that the following described land be detached from the **ANN ARBOR CHARTER TOWNSHIP** and annexed to the City of Ann Arbor by affirmative majority vote of the Ann Arbor City Council and approval of the **ANN ARBOR CHARTER TOWNSHIP BOARD**, in accordance with the provisions of Public Act 359 of 1947, State of Michigan, AS AMENDED.

The land proposed to be detached from the **ANN ARBOR CHARTER TOWNSHIP** and annexed to the City of Ann Arbor is described as follows, to wit: *(legal description)*

444 Huntington Place Ann Arbor Michigan 48104

Property Tax I.D. #

1-09-27-475-002

We further represent as follows:

- 1) That the above described land is contiguous to the corporate limits of the City of Ann Arbor, Michigan, or within an area being served by said City.
- 2) That there are no qualified electors residing on the land proposed to be annexed other than the petitioners.
- 3) That the petitioner(s), Irene Loo, is/are the owner (owner, land contract, option to purchase) of the land proposed to be annexed.

- 4) That if the petitioner(s) is/are not the owner, the owner has given consent to petitioner(s) to request release for annexation by Ann Arbor Charter Township and to annex to the City of Ann Arbor. (Consent is to be attached.)
- 5) That the whole of the area of land proposed to be annexed is 0.5 acres, of which _____ acres of land are in public roads.
- 6) That release for annexation by Ann Arbor Charter Township will not result in leaving a land-locked parcel or a non-conforming parcel in Ann Arbor Charter Township.
- 7) That the person(s) liable for the payment of any outstanding improvement charges acknowledges full knowledge thereof, and consents to pay same in accordance with the resolution to be adopted by the City Council pursuant to Section 1:278 of Chapter 12, Title I of the City Code of the City of Ann Arbor, Michigan.
- 8) That all Township property taxes have been paid in full.
- 9) That the number of people residing on the land requested for annexation is 2.
- 10) That, of the number of people residing on the land requested for annexation, the number of renters is 0.
- 11) That the reason(s) for requesting annexation are as follows: (You must provide a reason or your application may be denied).

Hooking up to utility of Ann Arbor

Date: 12.19.2023

PETITIONER(S)
Signature: Irene Loo

Printed Name: Irene Loo

Address: 444 Huntington Pl City/State/Zip Ann Arbor MI 48104

Telephone No. 734 605 4764

Signature: _____

Printed Name: _____

Address: _____ City/State/Zip _____

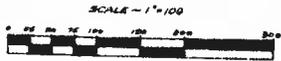
Telephone No. _____

HUNTINGTON WOODS NO. 1

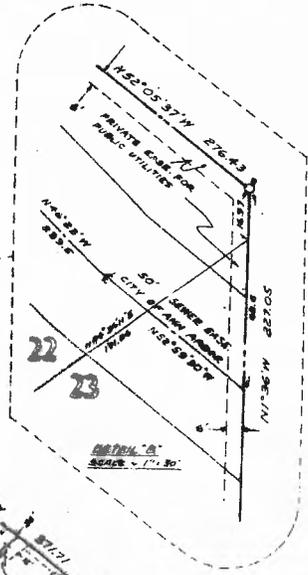
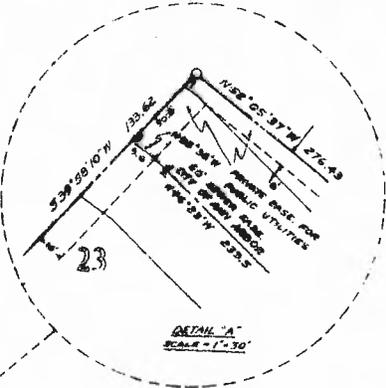
A SUBDIVISION OF PART OF THE S.E. 1/4
OF SECTION 27, T. 2S, R. 6E, ANN ARBOR
TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

RECEIVED
FOR RECORD
Oct 2 11 AM '03
REGISTERED
PLAT
ANN ARBOR, MICH.
10-1-03

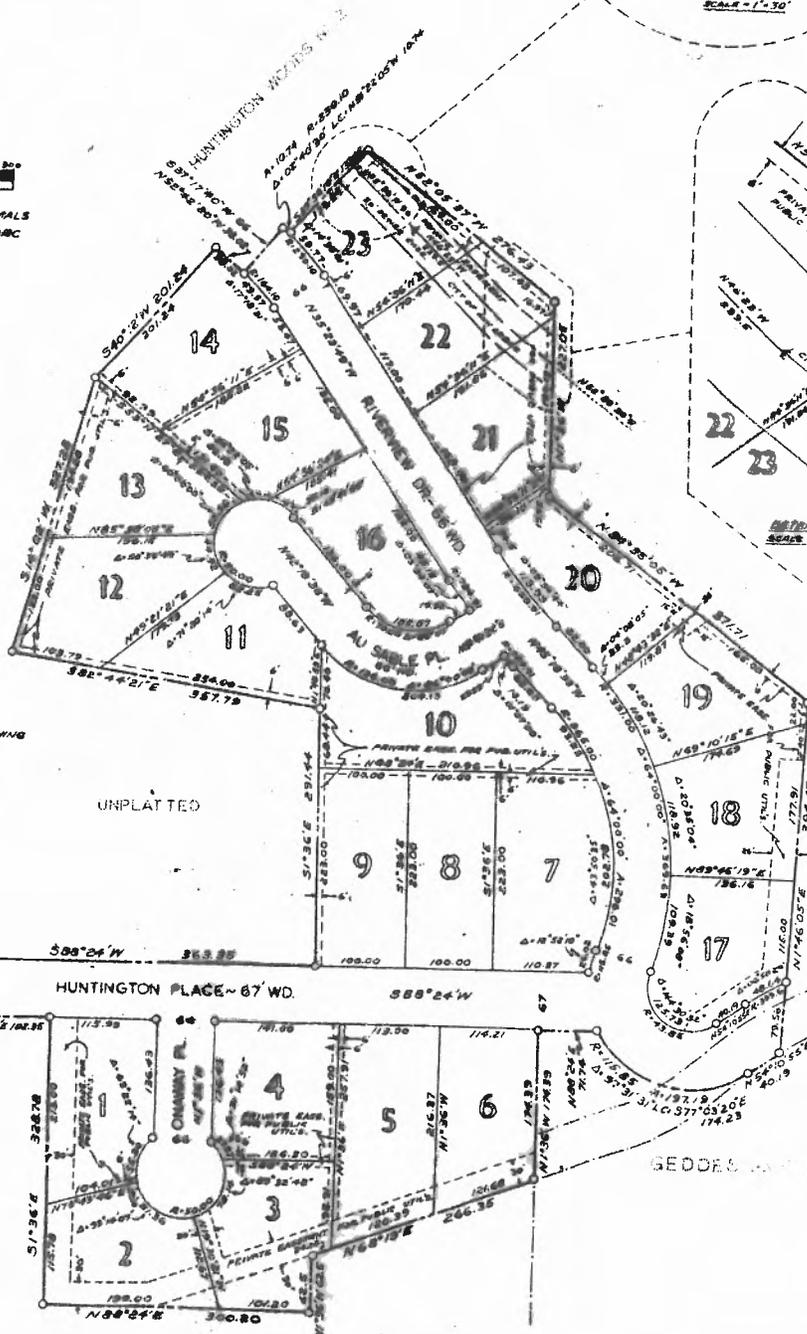
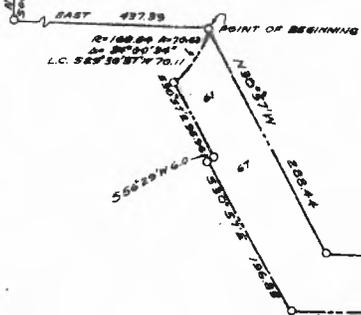
PREPARED BY -
AMERICAN ENGINEERING CO.
CIVIL ENGR'S & SURVEYORS
ANN ARBOR, MICHIGAN



ALL DIMENSIONS ARE IN FEET & DECIMALS
CURVE DIMENSIONS ARE ALONG THE ARC



CENTER OF SEC. 27,
T. 2S., R. 6E., ANN ARBOR TWP.,
WASHTENAW CO., MICH.



UNPLATTED

GEDDES ROAD - UNPLATTED

John H. P. Platt, Jr. 60

RECI
FOR R.
Oct 2 11
PATRICIA MERR
REGISTERED
WASHTENAW CO.



Washtenaw County Parcel Summary

This information is received from local cities, villages, and townships. For additional information or verification, please contact your local city, village, or township assessor or access their individual Online Assessment and Property Tax web pages [here](#).

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

Parcel Identification			
Parcel Number:	I -09-27-475-002		
City, Village, or Township:	TOWNSHIP OF ANN ARBOR		
Parcel Status:	ACTIVE		
Property Address Street Number, Name & Direction	444 HUNTINGTON PL		
Property City, State, Zip Code:	ANN ARBOR, MI, 48104		
School District Number Name:	81010 ANN ARBOR PUBLIC SCHOOLS		
Property Classification:	401 RESIDENTIAL		
Taxpayer Identification -- Year 2023			
Taxpayer Name 1:	LOO MING & IRENE K 2023		
Taxpayer Name 2:			
Taxpayer Mailing Address:	444 HUNTINGTON PL		
Taxpayer City, State, Zip Code:	ANN ARBOR, MI, 48104		
Assessment			
Year	State Equalized Value	Taxable Value	Principal Residence Exemption %
2022	330,200.00	231,533.00	100
2021	328,300.00	224,137.00	100
Sales			

[Delinquent Tax](#)

[Tax Description](#)

[Sales History](#)

[View All Reports](#)

[Search Results](#)

[New Search](#)



Memo

To: Ann Arbor Charter Township Board
From: Mark Nicholai – Fire Chief
Cc: N/A
Date: February 14, 2024
Re: Purchase Request – Apparatus Repair

Engine 12-2 was sent to the repair facility to have work done on the apparatus brakes, and to research several computer trouble codes. While at the repair facility a vehicle inspection was completed, which identified multiple additional repairs that needed to be completed. Necessary repairs included the following items:

- Trouble Codes Researched
- Alternator Replaced
- Front and Rear Brakes
- Rear Differential
- Front Axle and Steering
- Door Handle Replaced (2)
- Replaced Engine Drive Belt
- Air Brake, Air Tanks Replaced
- Various Lights / Switches Replaced
- Lube, Oil, Filter (LOF)

All the items listed above were repaired. The total cost for all the needed repairs was \$24,502.55. I recommend that the Board authorize the cost of the repairs to R & R Fire Truck Repair Inc., in the amount of \$24,502.55. I would further recommend that this purchase be charged to line item 206-596-933.000 - Repair & Maintenance - Transportation.

Mark A. Nicholai

Fire Chief



Date February 12, 2024	Customer Ann Arbor Township	To Rick Judkins
Description Upgrade Reservoir PLC and HMI		Ann Arbor Township
Quote # 240266		
Estimator Ken Wesley	Email ken.wesley@teamuis.com	rjudkins@aatwp.org

Scope of Work	Cost
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Reservoir PLC Upgrade

At the Reservoir, furnish and install one (1) Allen Bradley Compact Logix PLC to replace the existing SLC 500 plc that is no longer supported.

Provide necessary programming of the new PLC.

Provide necessary startup services.

Provide necessary PLC I/O drawings.

CRUISE HMI Upgrade (cloud based HMI)

Furnish and install one (1) Dell Opti Plex computer with 23" monitor, key board, mouse, and sound bar.

Furnish and install one (1) cellular modem with necessary antenna hardware.

Provide the first year of the CRUISE HMI subscription and cellular fees; Currently \$2,730.00 per year. The CRUISE provides easy trending, reports, unlimited remote MFA connections, and alarm notifications via voice calls, emails and text messages.

Note: This adder option will require a reliable internet connection to access the SCADA system, and is by others for this project.

Total: \$65,325.00

UIS SCADA Approved by

Date February 12, 2024

Please make Purchase Orders/Subcontracts out to: **UIS SCADA, Inc.** and reference Quote #240266

Client Acceptance when the Client will not be providing a PO or Contract to UIS SCADA, Inc.

Client authorizes Utilities Instrumentation Service, Inc. to proceed with the work and agrees to comply with the attached Terms and Conditions.

Client Acceptance

Signature _____

Name _____ Title _____ Date _____

Exclusions and Clarifications

Pricing includes only the items listed above; anything not explicitly listed above is not included in our proposed scope of work.

Our quote is based on straight time during normal hours of 7:00 A.M. to 3:30 P.M., Monday through Friday, unless specified otherwise.

Our price is valid for thirty (30) days, after which time UIS SCADA, Inc. reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to UIS SCADA, Inc. and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA, Inc.

Team UIS - TERMS AND CONDITIONS

- 1. Offer.** These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) and software as a service ("SaaS Services") provided to Client under an Order Confirmation with Utilities Instrumentation Services, Inc., Utilities Instrumentation Services - Ohio, LLC., UIS SCADA, Inc., and/or UIS Renewable Power, Inc., as applicable ("Team UIS"). These Terms are incorporated into each Order Confirmation issued by Team UIS to a Client of such products or services ("Client"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Client after the Client has submitted an order to Team UIS. The Order Confirmation constitutes Team UIS's offer to the Client identified in the Order Confirmation to sell the products and/or provide the services identified in the Order Confirmation ("Products" and "Services", respectively) and otherwise to enter into the agreement that the Order Confirmation and these Terms describe (the "Agreement"), and the Order Confirmation and these Terms shall be the complete and exclusive statement of such Agreement.
- 2. Acceptance.** A contract is formed when Client accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to the Agreement and shall not include any terms and conditions contained in Client's purchase order or similar document. Notwithstanding any contrary provision in Client's purchase order or other acceptance document or similar document, delivery of Products, performance of Services or commencement of Services by Team UIS shall not constitute acceptance of Client's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Agreement.
- 3. Prices.** Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging, or transportation charges; and (b) prices do not include any applicable taxes.
- 4. Payment Terms.** Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Team UIS's invoice. Credit and delivery of Products shall be subject to Team UIS's approval. The Client shall pay Team UIS for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Client disputes any portion of an invoice, the Client shall notify Team UIS, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of the dispute, and pay when due any portion of the invoice not in dispute. Failure to provide such notification shall constitute acceptance of the invoice as submitted. If Client fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Team UIS may at any time, without waiving any other claim against the Client (including lien rights) and without thereby incurring any liability to the Client, suspend or terminate the Order Confirmation. Client is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Client or its affiliates any amounts due or to become due to Team UIS or its affiliates, whether arising under the Order Confirmation, any related purchase order or any other agreement.
- 5. Shipping and Delivery.** All sales of Products are F.O.B. Team UIS's plant unless otherwise specified in the Order Confirmation. Responsibility of Team UIS shall cease upon delivery to and receipt of the Products by a common carrier at which point Client will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Client's accelerated delivery schedules shall be the responsibility of Client. Deliveries of orders placed by Client may be changed, deferred or canceled only upon specific agreement in writing by Team UIS and Team UIS may condition such agreement upon Client's assumption of liability and payment to Team UIS for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Team UIS is liable by reason of commitments made by Team UIS to its suppliers; and (c) any other loss, cost or expense of Team UIS as a result of such change, deferment or cancellation.
- 6. Proprietary Materials.** Team UIS shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible (including software and SaaS Services), furnished by Team UIS in connection with or under the applicable Order Confirmation ("Proprietary Materials"). No Proprietary Materials created by Team UIS in connection with an Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.
- 7. Licenses.** Team UIS does not grant to Client any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufacturers of such products.
- 8. SaaS Services.** A. Team UIS will provide Client with the SaaS Services, and allow Authorized Users to access the SaaS Services in connection with Client's use of the SaaS Services, as set forth in the applicable Order Confirmation. Prior to obtaining access to the SaaS Services, Client shall ensure that Authorized Users are registered in the SaaS Services with a unique User ID and a unique password. For purposes of this Agreement, "Authorized Users" means individuals who are authorized to use the SaaS Services pursuant to this Agreement or as otherwise defined, restricted or limited in an Order Confirmation, for whom subscriptions to SaaS Services have been procured, and who have been supplied user identifications and passwords by Client (or by Team UIS at Client's request). Authorized Users may include Client's employees and Client's agents and third-party contractors and their employees authorized by Client and/or approved by Team UIS to access the SaaS Services. B. Client is responsible for all activities conducted under its Authorized User logins and for its Authorized Users' compliance with this Agreement. Authorized Users may only use the SaaS Services during the term of the applicable Order Confirmation. C. Except as otherwise explicitly provided in this Agreement, Client and its Authorized Users will not, and will not permit third parties to: (a) use the SaaS Services except as expressly authorized in this Agreement; (b) access or use the SaaS Services to circumvent or exceed the applicable restrictions; (c) use any device, software, or routine that interferes or disrupts any application, function, or use of the SaaS Services; (d) copy, modify, translate, transmit, reproduce, distribute, republish, display, frame, or mirror the SaaS Services, except as permitted by this Agreement; (e) decompile, reverse-compile, disassemble, reverse-engineer or otherwise reduce to human-perceivable form all or any part of the SaaS Services or any part of the SaaS Services or otherwise attempt to discover any source code or create derivative works of the SaaS Services or any part of the SaaS Services; (f) rent, lease, resell, sublicense, or otherwise permit third parties to access or use the SaaS Services; (g) use the SaaS Services to provide services to third parties (e.g., as a service bureau or to otherwise provide data processing services to third parties); (h) circumvent or disable any security or other technological features or measures of any SaaS Services or any part of the SaaS Services; (i) use the SaaS Services to build a similar or competitive product or service; (j) create user accounts under false or fraudulent pretenses; (k) except as provided in an Order Confirmation, create shared or generic identifications and passwords to any SaaS Services; (l) use the SaaS Services in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (m) use the SaaS Services to send or store viruses, worms, time bombs, trojan horses, or other harmful or malicious code, files, scripts, agents or programs; (n) access the SaaS Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (o) remove, alter or obscure any of the intellectual property rights notice(s) or restrictive legend(s) embedded in or that Team UIS otherwise provides with the SaaS Services; (p) interfere with or disrupt the integrity or performance of the SaaS Services; or (q) obtain unauthorized access to the SaaS Services (including without limitation permitting access to or use of the SaaS Services via another system or tool, the primary effect of which is to enable input of requests or transactions by other than Authorized Users). D. Client shall at all times: (a) provide Team UIS with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by Team UIS in order to provide the SaaS Services, including, but not limited to, providing Client materials and security access, information, and software interfaces to Client's business applications; (b) provide such personnel assistance as may be reasonably required by Team UIS from time to time; and (c) carry out in a timely manner all other Client responsibilities set forth in this Agreement. In the event of any delay in Client's performance of any of the obligations set forth in (a), (b) or (c), or any other delays caused by Client, Team UIS may adjust its performance as reasonably necessary to account for such delays.
- E. Client is responsible for complying with any applicable laws relating to its or any Authorized User's use of the SaaS Services including, without limitation, all applicable privacy, electronic communications and data protection laws, rules, regulations, and regulatory guidelines, as well as any applicable self-regulatory guidelines. Without limiting the generality of the foregoing, Client is solely responsible for: (a) ensuring that Client and Team UIS, acting on Client's behalf, have the right to collect, use and share Client's personal data and related materials via the SaaS Services; and (b) providing adequate notice to, and obtaining any necessary consents as required under applicable laws, with respect to the Client materials and Client intellectual property collected, used and shared by Client, or by Team UIS on Client's behalf, via the SaaS Services. Notwithstanding any other provision of this Agreement, Client or any Authorized User shall not use the SaaS Services to collect, upload, retrieve, transmit, send, or store (i) any information that could directly identify a person, including, without limitation, government issued ID numbers, individual medical or health information (including protected health information under HIPAA), individual financial information, an individual's name (last name plus first name or first initial), or birth date; (ii) security codes, passwords, credit or debit card numbers; (iii) any data that falls under the sensitive or special data definitions of any applicable privacy law or self-regulatory principle; or (iv) any data collected from sites directed to children under the age of sixteen (16) or from children whose age Client knows to be under sixteen (16) in violation of applicable law. Team UIS and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Client materials or Client intellectual property that violate any of the terms of this Agreement or any applicable law. F. In connection with the operation of the SaaS Services, Team UIS may collect and analyze data in aggregate and anonymous form with respect to the use and effectiveness of the SaaS Services (the "Aggregate Data"). Client hereby irrevocably authorizes Team UIS to collect data in an aggregate and anonymous form for supporting, improving, and marketing the SaaS Services. Customer acknowledges and agrees that Team UIS will exclusively own all right, title, and interest in and to all Aggregate Data and other analytics and output data generated or provided by Team UIS or the SaaS Services. G. Client or Authorized Users providing any suggestions, enhancement requests, recommendations, corrections or other feedback (collectively, "Feedback") is strictly voluntary. If Client or any Authorized User provides any Feedback to Team UIS, orally or in writing, Client hereby grants to Team UIS and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the SaaS Services any Feedback. H. Team UIS may immediately suspend the SaaS Services if Team UIS reasonably determines that the Client is not materially complying with this Agreement, or Client is using the SaaS Services in a manner that could cause damage to Team UIS's business or reputation, or otherwise reflect unfavorably upon Team UIS, its affiliates, or its partners. Team UIS shall notify the Client promptly following any such suspension taking effect.
- 9. Design.** Team UIS is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Team UIS as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.
- 10. Warranty.** (a) Team UIS warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Client understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Team UIS. Team UIS makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Team UIS may, at its sole election, and as Client's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Client shall hold and make available for inspection and testing by Team UIS all Products claimed by Client to be defective. (b) Services provided by Team UIS under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. (c) THE TEAM UIS DISCLAIMS, AND CLIENT HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY CLIENT AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TEAM UIS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

Team UIS
2290 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power
Utilities Instrumentation Service-Ohio

- 11. Liability/Limitation.** Specific performance shall not be available to Client as a remedy in connection with Team UIS's providing of the Products and/or Services. Monetary damages against Team UIS shall be limited to the dollar amount charged to Client for the applicable order placed by Client and accepted by Team UIS for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from any cause whatsoever, including without limitation: (a) any order placed by Client and accepted by Team UIS or Team UIS's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL TEAM UIS BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING WITHOUT LIMITATION THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON TEAM UIS ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY TEAM UIS AND SPECIFICALLY REFERENCING THIS SECTION.
- 12. Insurance.** Team UIS has in effect commercial general liability, umbrella, cyber, workers compensation, employer's liability, and automobile insurance coverage. A certificate of insurance is available upon request. Customer shall have property and course of construction/builder's risk insurance for the full value of the site including any improvements made pursuant to this Contract and will provide Team UIS with proof of insurance upon request.
- 13. Termination.** In the event that Client fails to perform any of its obligations stated in the Agreement, including the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Team UIS specifying such breach, the Team UIS may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Team UIS: (a) Team UIS shall be relieved of any further obligation to Client (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Client shall be liable to Team UIS for the immediate payment of amounts then billed to date by Team UIS to Client; (c) Client shall purchase and pay Team UIS immediately for all raw materials, components, work in process and finished goods acquired by Team UIS in connection with the Order Confirmation and/or any related purchase orders; and (d) Client shall immediately reimburse Team UIS for all other loss, cost or expense of Team UIS as a result of the termination of the Order Confirmation or any related purchase order.
- 14. Right of Entry.** If applicable, Client shall provide for Team UIS's right to enter the property owned by the Client and/or others in order for Team UIS to perform the Services in the Order Confirmation. The Client agrees, to the fullest extent permitted by law, to indemnify and hold Team UIS and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.
- 15. Force Majeure.** Team UIS shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, pandemics, acts of terrorism or war, or acts by third parties, failure of Client to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Team UIS's obligations under the Order Confirmation and any related purchase order shall be suspended and Team UIS shall not have any obligation to provide Client with Products or Services from other sources or to pay or reimburse Client for any additional costs to Client of obtaining substitute Products or Services, nor shall Team UIS be liable for any damages to Client arising from or related to a Force Majeure Event.
- 16. Governing law.** The contract shall be governed by the laws of Michigan
- 17. Employee Solicitation.** Employee Solicitation. Client agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Team UIS directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Team UIS regardless of the circumstances surrounding employee's cause of termination of employment.
- 18. Indemnification.** Client holds harmless, indemnifies, and will defend Team UIS and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, fines and related losses including attorney's fees and expenses to the extent directly or indirectly caused by Client's (including those acting on behalf of Client) (a) negligent acts or omissions and involving property damage or bodily injury; (b) breach of the terms of the Agreement between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Team UIS's negligence. Liability per above is not limited by limits of workers compensation coverage.
- 19. Survival/Entire Agreement/Waiver/Applicable Laws.** These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order. The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Team UIS and Client with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Team UIS. Waiver by Team UIS of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Team UIS, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Team UIS of any right. This Agreement is governed by the laws of the State of Michigan, except for its choice of laws provisions.
- 20. Electronic Signature.** THE CONTRACT MAY BE SIGNED OR ACCEPTED ELECTRONICALLY, CONVEYING CUSTOMER'S ACCEPTANCE. COMPLIANCE WITH THE CONTRACT THROUGH ELECTRONIC MEANS INCLUDING, BUT NOT LIMITED TO, EMAIL ACKNOWLEDGEMENT, AND CUSTOMER'S ELECTRONIC SIGNATURE WILL BE DEEMED VALID AND BINDING. IF CUSTOMER CONTESTS THE VALIDITY OF THE CONTRACT BASED ON THE MEANS OF ELECTRONIC OR OTHER FORM OF EXECUTION OR ACCEPTANCE BY THE PARTIES AND THE CONTRACT IS HELD BY A COURT OR ARBITRATOR TO BE VALID, THE CUSTOMER SHALL PAY THE ATTORNEYS' FEES AND EXPENSES OF TEAM UIS ARISING FROM THE CUSTOMER'S CONTEST OF THE CONTRACT'S VALIDITY.
- 21. Escalation.** Any material that has been quoted as a part of this project is calculated based upon current prices. The market for these materials is volatile, and sudden price increases could occur. Team UIS agrees to use its best efforts to obtain the lowest prices possible from our suppliers. However, should there be an increase in the price of materials that are purchased after the execution of contract Team UIS reserves the right to adjust the contract for the increase. Team UIS will provide timely written notice to the Client if this were to occur.
- 22. Postponement.** In the event that the Client postpones the project, Team UIS reserves the right to charge the Client for costs incurred that will cause the project to exceed the original cost estimate. Team UIS will provide timely written notice to the Client if this were to occur.
- 23. Cancellation.** In the event that the Client cancels the work once the work has been scheduled by Team UIS, Team UIS reserves the right to charge the Client as follows:

# of Days Prior to Scheduled Work	Cancellation Fee (% of Contract)
30	5.00%
15	7.50%
7	10.00%
3	15.00%



Ann Arbor Track Club

PO Box 7551 Ann Arbor, Michigan 48107

Ann Arbor Township

3792 Pontiac Trail

Ann Arbor, MI 48105

Attn: Diane O' Connell

RE: 2023 Dexter-Ann Arbor Run

The Ann Arbor Track Club is requesting approval from the township to close Huron River Drive between Maple Road and Bird Road on Sunday, June 2, 2024 from 8am until 11am for the 50th Annual Dexter-Ann Arbor Run. A Certificate of Liability Insurance will be provided by the AATC. Application for a Right-of Way permit is being applied for with the Washtenaw County Road Commission (WCRC) and a Police Services Contract with the Washtenaw County Sheriff has already been issued. Medical service on HRD is being handled by Huron Valley Ambulance.

Please let me know if you have any additional information.

Yours truly,

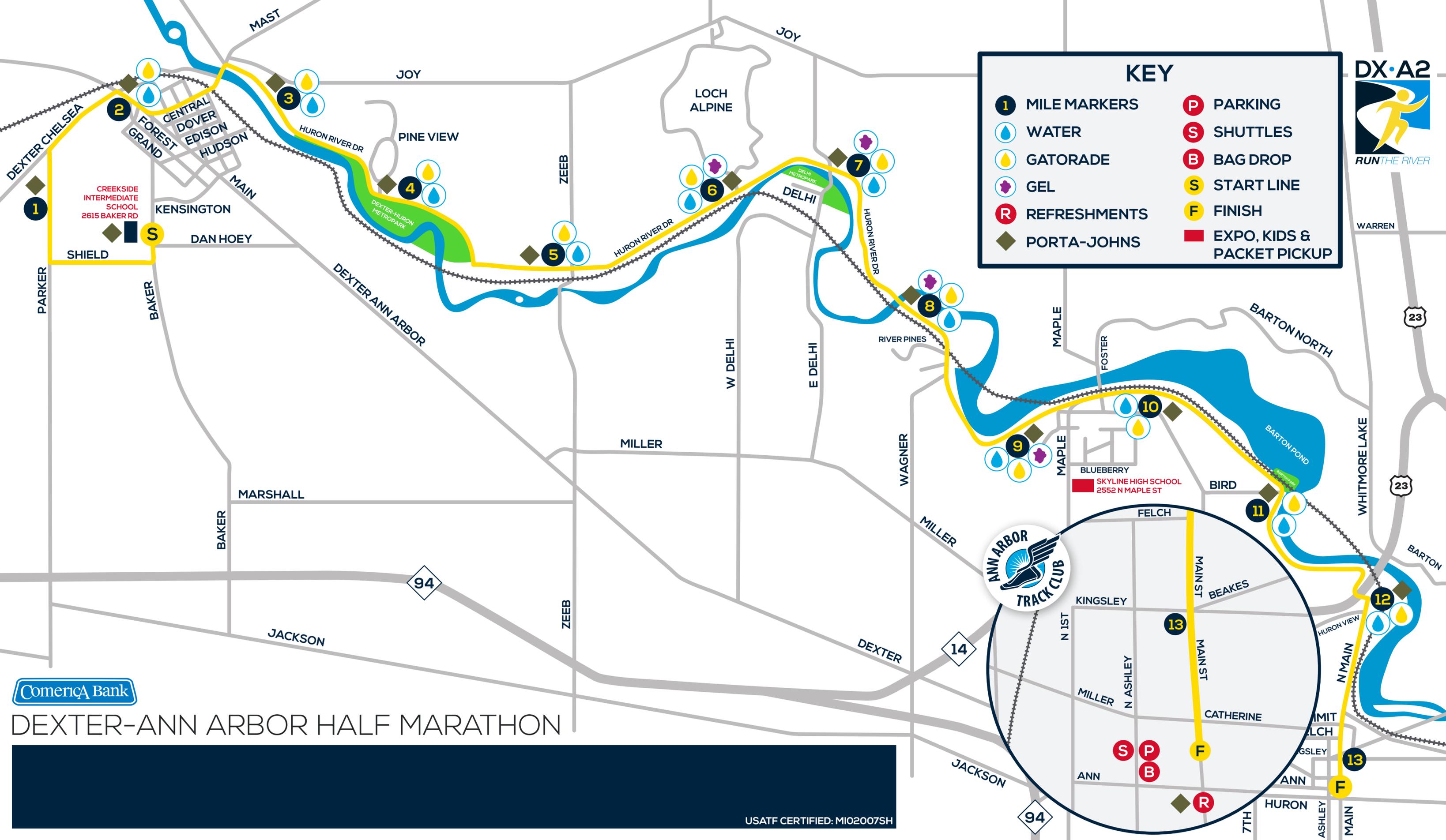
Doug Goodhue

248-792-3693



KEY

1 MILE MARKERS	P PARKING
WATER	S SHUTTLES
GATORADE	B BAG DROP
GEL	S START LINE
R REFRESHMENTS	F FINISH
PORTA-JOHN	EXPO, KIDS & PACKET PICKUP



DEXTER-ANN ARBOR HALF MARATHON

USATF CERTIFIED: M102007SH

**ANN ARBOR CHARTER TOWNSHIP BOARD OF TRUSTEES
RESOLUTION AUTHORIZING A TEMPORARY ROAD CLOSURE
FOR THE DEXTER-ANN ARBOR RUN**

Resolution adopted at a regular meeting of the Ann Arbor Charter Township Board of Trustees held on February 19, 2024.

PRESENT:

Resolution by _____ : supported by _____

WHEREAS, it is proposed that Huron River Drive between Maple Road and Bird Road be closed on Sunday, June 2, 2024, from 8 a.m. until approximately 11 a.m. for the 49th Annual Dexter to Ann Arbor Run.

WHEREAS, Ann Arbor Charter Township has been asked to approve the temporary closure of Huron River Drive as indicated; and

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

NOW THEREFORE, BE IT RESOLVED that the Ann Arbor Charter Township Board of Trustees authorizes closure of Huron River Drive as indicated above and designates and agrees that Doug Goodhue of the Ann Arbor Track Club be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

AYES:

NAYES:

RESOLUTION DECLARED ADOPTED.

Diane O'Connell, Township Supervisor

I certify that the foregoing is a true and complete copy of a resolution adopted by the Ann Arbor Charter Township Board, County of Washtenaw, State of Michigan, at a regular meeting held on February 19, 2024 that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Rena Basch, Township Clerk date

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: 12/31/2023
Forms a part of Policy No.: AIL0003450335200

**ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES,
SPONSORS OR CO-PROMOTERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) of the types indicated by an "x" in any boxes shown below, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations; or
 2. you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased, rented or loaned to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to an additional insured owner and/or lessor of premises, this insurance does not apply to:

1. An "occurrence" or offense which takes place after you cease to be a tenant in possession of the subject premises.
 2. "Bodily injury" or "property damage" arising out of:
 - a. Structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of premises;
 - b. Any design defect or structural maintenance of the premises; or
 - c. Any premises defect.
- B.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Schedule of Additional Insureds:

- Owners and/or Lessors of the premises leased, rented or loaned to you
- Sponsors
- Co-Promoters
- Any individual person(s) or organization(s) listed below:

Ann Arbor Township, MI

CLUB Name: Ann Arbor Track Club

EVENT Date and Title: 06/02/2024 Dexter-Ann Arbor Run

PCN: 099

All other terms and conditions of the policy remain the same.

SCOTT LUNSFORD

Authorized Representative

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ANN ARBOR CHARTER TOWNSHIP
BOARD OF TRUSTEES
AMENDMENT TO ZONING CODE: HOME OCCUPATIONS

ORDINANCE NO. X-2024

Rev. February 14, 2024

The Ann Arbor Charter Township Board of Trustees ordains and adopts the following amendment to Chapter 74, Article I, Section 74-2 and Section 74-9 [new language underlined, deleted language ~~stricken~~].

CHAPTER 74, ARTICLE I, Section 74-2 is amended to read as follows:

Business means any commercial enterprise involving the creation, purchase, sale, lease, barter, or exchange of goods, wares, merchandise, and/or the provision of services conducted for compensation, profit, or other gain on behalf of oneself or others.

Group Living means a residential living arrangement embracing a wide range of groups of people not defined as a family. Group living is not a home occupation accessory to a single-family dwelling, two-family dwelling, or multiple-family dwelling. Group living includes, but is not limited to the following:

- Group residential facilities: including fraternity or sorority houses; dormitories or residence halls; convents, monasteries, or other religious residential facilities.
- Group homes: including child or adult foster care facilities' emergency shelters and shelters for victims of domestic violence; residential substance abuse treatment facility; residential care facilities, assisted living facilities, convalescent, nursing or rest home, or homes for the aged.
- Institutional living: including boarding school, child caring institution (not a day care center), penal or correctional institution, detention facility, pre-release adjustment center, or halfway house.

Hobby means a pursuit or activity done in one's leisure time and outside one's regular occupation, for relaxation and/or pleasure and not for economic gain or support.

Home Occupation means ~~an occupation~~ a business, business activity, profession, occupation, or trade activity that is conducted by one or more occupants of a dwelling for the economic gain or support of that person or residents of the dwelling and ~~which is clearly~~ clearly conducted as a

customary, incidental, and secondary **subordinate** accessory use to the principal residential use. The definition of the dwelling or associated accessory building. A home occupation shall include telecommuting and other remote working but does not include clinics, hospitals, barbershops, beauty parlors, tearooms, tourist homes, animal hospitals, kennels, millinery shops, music studios, antique shops, dance studios, child care centers, repair or storage of vehicles, and similar uses a hobby, or uses classified as group living or public accommodations. For the purposes of this ordinance, home occupations shall be classified and regulated by category as specified in Sec. 74-9.

Public Accommodation means an establishment providing transient sleeping or lodging accommodations to the general public for compensation including but not limited to: hotels or motels; boarding, rooming or lodging houses; tourist homes; bed and breakfasts; and short-term rentals. Public accommodations are not home occupations accessory to a single-family dwelling, two-family dwelling, or multiple-family dwelling.

Telecommuting (~~also known as Telework~~) means an arrangement between an employer and employee for performing work at a location other than the primary work location, such as in the dwelling of an employee or in a satellite office, and sending and receiving material by phone, email, or other electronic means. A self-employed person working from his or her dwelling and sending and receiving material by phone, email, or other electronic means is also a telecommuter.

~~*Tourist home. See Hotel.*~~ means a private home or condominium that is not occupied by an owner or manager and that is rented, leased, or furnished in its entirety to transient guests on a daily or weekly basis.

CHAPTER 74, ARTICLE I, Section 74-9 is amended to read as follows:

A home occupation may be permitted in a single family detached dwelling within a zoning district where such dwelling is permitted, subject to the following conditions:

- (1) No person other than the members of the family residing on the premises shall be engaged in such occupation.
 - (2) The home occupation use of the dwelling unit shall be clearly incidental and subordinate to its use for residential purposes, and
- (a) *Purpose of Regulations.* The services offered through a home occupation are a matter closely affecting the public interest. The public interest requires that home occupations be operated properly and in a safe, fair, honest, and competent manner by qualified persons.

The public interest further requires that home occupations be clearly incidental to and subordinate to the residential use of the dwelling.

The purpose of this Ordinance is:

- 1) To prevent unreasonable noise, dust, odor, light, glare, ground vibration or other nuisance impacts that if not prevented, could undermine the pleasant use and enjoyment of residential districts for dwelling purposes.
- 2) To ensure that home occupations always remain an accessory use that is subordinate to the principal residential use of the premises.
- 3) To automatically authorize telecommuting and related invisible and no impact uses without any application, review or permit approval in all dwelling units.
- 4) To ensure that home occupations are conducted so as to maintain the residential character and viability of the dwelling, not result in incompatibility with nor undue disturbance to surrounding residential properties, or constitute a detriment to the character and livability of the surrounding neighborhood.

(b) Home Occupation Regulatory Categories. Home occupations are classified and regulated in two categories as specified below, as determined by the Zoning Administrator:

- 1) Category A – Almost No Impact Potential at Property Lines. This category of home occupation recognizes that it is customary for dwelling occupants to perform office and similar work as incidental to residential use of a dwelling unit. Category A is referred to as a “no impact” or “none to low impact” home occupation because no aspects of the home occupation are visible from the property lines and there is no significant impact on adjoining property.
 - a. Permit. Category A home occupations that meet the criteria below are automatically allowed without permit application, review, or approval (no permit is required). See 74-9(c) for operational standards.
 - b. Location. Category A home occupations may be conducted inside any dwelling unit, attached accessory structure, or detached accessory structure, in any district.
 - c. Operator of home occupation. Category A home occupations must be conducted by an occupant-owner or occupant-renter of the property, or other occupant of the property with written permission of the owner.
 - d. Criteria. A Category A home occupation must meet the following additional criteria:
 - i. Non-occupants of the dwelling unit may not commute to the dwelling to work for a Category A home occupation on site.
 - ii. No customers, clients, patients, or other walk-in people may visit the home occupation to conduct business.
 - e. Telecommuting. Telecommuting or telework is considered a Category A home occupation, and only includes activities such as receiving or initiating electronic or other video communication, telephone calls, mail, facsimiles, or electronic-mail; preparing or maintaining business records; word or data processing; and is:
 - i. Work performed for an employer who is in another location, or

- ii. Work by a person residing in the dwelling unit who engages in the activities or similar activities described above under the auspices of his/her own business.
- 2) Category B – Limited Impact Potential at Property Lines. This category of home occupation is largely indistinguishable from customary residential use of a dwelling unit, but may have space for off-street parking space that is visible from the property line.
- a. Permit. Category B home occupations are authorized by issuance of a Home Occupation Permit by the Zoning Administrator once conformance with criteria specified below are achieved. See 74-9(c) for operational standards.
 - b. Location. In any district that allows single-family and two-family dwellings, Category B home occupations are permitted in any dwelling unit or attached accessory structure, but shall not occupy a detached accessory structure.
 - c. Operator of home occupation. Category B home occupations must be conducted by an occupant-owner or occupant-renter of the property, or by other occupants of the property with the owner's written consent.
 - d. Criteria. Category B home occupations must meet the following additional criteria:
 - i. In total, the home occupations may occupy not more than 20 percent% of the floor area of the dwelling unit may be used for the purposes of the.
 - ii. The home occupation may employ up to two non-occupant employees on site.
 - iii. Parking for each non-occupant employee must be provided on site. Parking may be provided on an existing driveway.
 - iv. Not more than two customers/clients/patients are permitted at any time for service trade. Customers/clients/patients must be able to park on site, and must receive the service by appointment only; hours of operation are between 8 AM to 8 PM.
 - v. Sale of products are prohibited, except for the incidental sales of products related to the home occupation. Examples include sale of sheet music to the students of a music teacher, or art supplies to students of an art instructor.
- 3) ~~There shall be no change in the outside appearance of the structure or premises, or other visible evidence of conduct of such home occupation, and therefore, there shall be no external or internal alterations not customary in residential areas or structures.~~
- 4) ~~A home occupation shall be conducted within the dwelling unit.~~
- 5) ~~No article shall be sold or offered for sale on the premises except such as is prepared within the dwelling or is provided as incidental to the service or profession conducted therein.~~
- 6) ~~Traffic generated by a home occupation shall not be greater in volume than that normally generated by the residence. Parking for the home occupation shall not exceed~~

two spaces. Such spaces shall be provided on the premises, off-street, subject to all regulations in article VIII, off-street parking and loading regulations, and provided the parking spaces shall not be located in the required front yard.

- 7) ~~Exterior storage of material, equipment, or refuse associated with or resulting from a home occupation shall be prohibited.~~

(c) Standards Applicable to Home Occupations. The following standards apply to all home occupations, in all Categories A and B, except where indicated as applying to only one category of home occupation.

- 1) Number of Home Occupations in a Single Dwelling Unit. There can be more than one home occupation in a single dwelling unit, but for Category B home occupations, the number of employees, clients, patients and other walk-in persons, and parking, cannot exceed the maximum allowed for a single home occupation.
- 2) (8) Hazards or Impacts. No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odor, or electrical interferences which are nuisances to negatively impact persons off the lot. Any electrical equipment processes which create visual or audible interference with any radio or television receivers off the premises or which cause fluctuations in line voltages off the premises shall be prohibited.
- 3) Hazardous Substances. The home occupation(s) shall not involve:
 - a. The generation of any hazardous waste as defined in Article II Chapter 3 Part 111 of P.A. 451 of 1994, as amended, (being the Hazardous Waste Management part of the Natural Resources and Environmental Protection Act, M.C.L. 324.11101 et. Seq.).
 - b. The use of materials which that are used in such quantity, or are otherwise required to be registered pursuant to the Code of Federal Regulations, Title 29, Chapter XVII, part 1910(2), except this provision shall not apply to material purchased retail over the counter for on premises cleaning, lawn care, operation of a photocopy machine, paint, printing, art and craft supplies, or fuel.
- 4) Internal and External Alterations.
 - a. No home occupation in any Category shall require internal or external alterations or involve construction features not customarily found in dwellings and residential accessory buildings except where required to comply with local and state fire and building codes.
 - b. Any permanent structural alteration to the interior of the dwelling unit for purposes of conducting the home occupation which would render it unsuitable for residential use is prohibited. A home occupation that requires a structural alteration of the dwelling to comply with a nonresidential construction code is prohibited. The prohibitions in this section do not apply to modifications necessary to comply with the Americans with Disabilities Act (ADA). Insofar as practicable, all modifications shall be designed and constructed to maintain the residential character of the dwelling and its compatibility with surrounding residential uses, as determined by the Building Official.

- 5) Waste Collection & Disposal. The levels of waste and scrap generated by the home occupation for transfer as part of the municipality's residential trash collection and disposal services shall not exceed 96 gallons per week. Such waste shall be non-hazardous and shall be disposed of in a residential waste container suitable for use by the residential waste collection equipment.
- 6) Commercial Vehicle Parking. Commercial vehicles associated with the home occupation shall meet the parking requirements of Sec. 74-761.
- 7) Equipment, Machinery and Materials. No equipment, machinery, or materials other than of a type and size that are typically found in dwellings for hobby or domestic purposes shall be permitted. Storing or parking heavy equipment on residential property is prohibited. Heavy equipment is defined as backhoes, trenchers, loaders, tractors, bulldozers, graders, cranes, forklifts, or similar equipment.
- 8) Outside Storage. The home occupation shall not engage in outside storage of equipment, machinery, or materials.
- 9) Traffic Generation/Vehicle Trips. The home occupation shall not generate customer, patient, or client-related vehicular traffic in Category A home occupations. Vehicle trips related to Category B home occupations shall be limited to the resident proprietor of the home occupation and his/her non-occupant employees plus any customers, clients, patients, and business visitors as provided in Section 74-9(b)(2)d. above.
- 10) Commercial Deliveries. The receipt and shipment of products, merchandise or supplies by commercial carriers shall be prohibited between the hours of 8:00 PM and 8:00 AM; except for extended delivery during holiday seasons, and an infrequent situation requiring a special delivery.
- 11) ~~(9) Signs.~~ Signs for a home occupation not customarily found in residential areas shall be prohibited, provided however, that one nonilluminated name plate not more than two square feet in area, may be attached to the building, which sign shall contain only the name, occupation, and
- 12) Sale of Products or Services. No on-site sales of products or services delivered in-person on site are permitted in Category A home occupations. The provision of services delivered in-person on the premises is permitted in Category B per the terms of the Home Occupation Permit; however, no on-site retail sales of products is permitted. **This prohibition does not include the incidental sales to clients or students of a home occupation of materials related to the home occupation.**
- 13) Protection of Natural Resources. No use of the yard, accessory or principal dwelling unit for a home occupation shall result in deposit of substances onto the land or in surface waters that is harmful to the soil, plants, or animals, or generate additional storm water or other runoff onto adjoining properties beyond levels prior to the home occupation, or jeopardize the integrity of wetlands or other sensitive natural areas on the lot or parcel or adjacent to the lot or parcel.
- 14) Adherence to Ordinances & Permits. A dwelling unit and associated accessory structures and portions of the lot or parcel may be used for a home occupation, as described for each home occupation category, provided the home occupation conforms with all requirements of this Section, other applicable Sections of the Zoning Ordinance, and applicable fire and construction codes.

- (d) *Fine Art Lessons.* Pursuant to the Michigan Zoning Enabling Act, Section 204 (MCL 125.3204), instruction in a fine art, craft or music is a permitted home occupation by an occupant of any single-family dwelling in any district. Such instruction is permitted by electronic means, such as videoconference in Category A, and in-person at scheduled times in Category B.
- (e) *Existing Nonconforming Home Occupations.* It is likely that there are home occupations that currently exist and were established under the previous ordinance provisions. Existing home occupations that met the previous ordinance requirements (i.e., were lawful) on the effective date of this Section are allowed to continue in the same manner and to the same extent as they existed on the day they became nonconforming due to adoption of this Section. Existing nonconforming occupations must meet the provisions of Article II, Division 5, Nonconformities, in the Zoning Ordinance.

Except for telecommuting and telework, home occupations that were unlawfully in existence on the effective date of this Section (i.e., were unlawful) are considered illegal until they are brought into compliance with this Section, and obtain a permit per subsection (g) below.

- (f) *Prohibited Home Occupations.* Any use that does not meet the criteria and standards in this ordinance for a home occupation, as determined by the Zoning Administrator, is prohibited as a home occupation. A general list of activities that are most likely not compliant with the ordinance by their very nature includes, but is not limited to, the following:
- 1) Uses that are considered principal land uses, such as junk yards, mini-storage, nursing home, recycling center, or warehouse.
 - 2) On-site retail or wholesale sales of merchandise, and on-site eating or drinking establishments.
 - 3) ~~Uses that assemble groups of people (i.e., more than two) at one time, such as a school or private club.~~
 - 4) Uses that generate or use hazardous materials, or use of materials in such quantities that require registration with state or federal agencies.
 - 5) Hotels, motels, tourist homes, time shares, short-term rentals, and bed and breakfast inns as a home occupation. See Sec. 74-602 regarding bed and breakfast operations.
 - 6) Motor vehicle, recreational vehicle, boat and equipment sales, repair, body and paint shops, welding shops, and storage or dismantling yards.
 - 7) Animal processing, kennels, animal boarding, and veterinary clinics or hospitals.
 - 8) Uses that require outdoor use of large equipment and machines, or outdoor storage of materials that aren't typically or safely stored indoors.
 - 9) Medical or dental offices, clinics, and hospitals.
 - 10) Mortuary and funeral homes.

(g) Home Occupations Permitting Process. The following establishes the procedure for determining whether a proposed home occupation is permitted on a particular lot or parcel, and the permitting process.

- 1) Permit. Category A home occupations are not required to apply for or obtain a Home Occupations Permit. For all Category B home occupations established after the effective date of this ordinance, the property owner, or renter or other occupant of the dwelling unit with written permission from the property owner, shall submit a completed Home Occupation Permit application form to the Township specifying the characteristics of the proposed home occupation at the address proposed and involving which structures or yards at that address, and other information deemed necessary by the Zoning Administrator to establish compliance with this Section.
 - a. Application review. The Zoning Administrator will review the application. He/she shall compare the requested use to the definition of each Category and shall classify the proposed use into the appropriate category.
 - b. Category A home occupation. If in reviewing an application, the Zoning Administrator determines that the proposed operation meets the criteria for Category A home occupations and the standards of section 74-9(c), no permit is required, and no further action on the part of the applicant is needed.
 - c. Category B home occupation. If in reviewing an application, the Zoning Administrator classifies the home occupation under Category B, and determines that the proposed operation meets the criteria for Category B home occupations and the standards of Sec. 74-9(c), the Zoning Administrator shall grant approval of the proposed use and issue a Home Occupation Permit. The Zoning Administrator shall add the home occupation to the Record of Home Occupations.
 - d. Denied Home Occupation Permits. If the Zoning Administrator determines that the proposed home occupation does not meet the criteria or standards for a home occupation in this section, then the Zoning Administrator shall deny the requested Home Occupation Permit.
 - i. Permit Amendments and Appeal to Zoning Board of Appeals. Any Home Occupation Permit that is denied may be amended by the applicant and resubmitted to the Zoning Administrator. If the home occupation is subsequently not approved by the Zoning Administrator, the applicant may appeal the decision by the Zoning Administrator to the Zoning Board of Appeals, per Sec. 74-259, within 30 days of written receipt of the denial.
 - ii. Termination of home occupation. If the appeal to the Zoning Board of Appeals is unsuccessful, or the applicant chooses not to appeal the denied permit by the Zoning Administrator, the applicant shall terminate the home occupation within 30 days of the ZBA's decision or written receipt of the denial from the Zoning Administrator. If the home occupation is not terminated, the home occupation will be treated as an Ordinance violation pursuant to Division 2, Violations, of the Zoning Ordinance.
 - e. Permit duration. Home Occupation Permits shall remain effective for the person, location, and type of home occupation that was provided on the permit application

for three years from the permit issuance date. The Home Occupation Permit must be renewed upon its expiration to continue operation of the home occupation.

- f. Transferability. Approval of the Home Occupation Permit is not transferable to another person, location, or type of home occupation.
- 2) Record of Home Occupations. The Zoning Administrator shall establish and maintain a Record of all Category B Home Occupations that have received a permit. The Record shall list all of the following:
- a. Property owner’s name.
 - b. Home occupation operator’s name.
 - c. The property address/location of the home occupation.
 - d. A description/name of the home occupation.
 - e. Date the Home Occupation Permit was issued.

CHAPTER 74, ARTICLE IV, Section 74-461 – Rural districts is amended to read as follows:

<i>Uses</i>	<i>(1) R-C</i>	<i>(2) A-1</i>	<i>(3) A-R</i>
Home occupation ²	A	A	A

²Category A home occupations may occupy any dwelling unit, attached accessory structure, or detached accessory structure. Category B home occupations may occupy a single-family or two-family dwelling unit, or an attached accessory structure to a single-family or two-family dwelling unit if a permit is obtained, per Sec. 74-9.

CHAPTER 74, ARTICLE IV, Section 74-462 – Rural and suburban residential districts is amended to read as follows:

<i>Uses</i>	<i>(1) R-1</i>	<i>(2) R-1A</i>	<i>(3) R-2</i>
Home occupation ³	A	A	A

³Category A home occupations may occupy any dwelling unit, attached accessory structure, or detached accessory structure. Category B home occupations may occupy a single-family or two-family dwelling unit, or an attached accessory structure to a single-family or two-family dwelling unit if a permit is obtained, per Sec. 74-9.

CHAPTER 74, ARTICLE IV, Section 74-463 – Urban residential districts is amended to read as follows:

<i>Uses</i>	<i>(1)R-3</i>	<i>(2)R-3A</i>	<i>(3)R-4</i>	<i>(4)R-5</i>	<i>(5)R-6</i>	<i>(6)R-7</i>	<i>(7)R-8</i>	<i>(8)R-9</i>
Home occupation ²	A	A	A	A	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>

²Category A home occupations may occupy any dwelling unit, attached accessory structure, or detached accessory structure. Category B home occupations may occupy a single-family or two-family dwelling unit, or an attached accessory structure to a single-family or two-family dwelling unit if a permit is obtained, per Sec. 74-9.



Carlisle | Wortman
ASSOCIATES, INC.

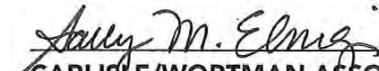
117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

MEMORANDUM

TO: Ann Arbor Township Board
FROM: Sally M. Elmiger, AICP, LEED AP
DATE: February 14, 2024
RE: Revised Home Occupations Draft Ordinance

Based on the comments provided by the Township Board at your previous meetings, we have updated the draft Home Occupations ordinance language. The revised ordinance language is attached, and the most recent changes are shown with **yellow highlights**.

We look forward to discussing the revised ordinance language with you at the upcoming meeting.



CARLISLE/WORTMAN ASSOC., INC.
Sally M. Elmiger, AICP, LEED AP
Principal



Carlisle | Wortman
ASSOCIATES, INC.

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

MEMORANDUM

TO: Ann Arbor Township Board
FROM: Sally M. Elmiger, AICP, LEED AP
DATE: February 14, 2024
RE: Revised Accessory Structures Draft Ordinance

The attached ordinance draft incorporates the following comments provided by the Township Board at your previous meeting. The most recent changes are shown with **yellow highlights**.

- Pages 2 & 3: Eliminated “ground floor area.” The phrase “ground floor area” was confused with “ground floor coverage.” We rephrased the sentences that contained “ground floor area” to eliminate this confusion.
- Pages 6 – 7: Modified “Residential Accessory Buildings” in the Tables of Land Uses. We eliminated the term “residential” in the label of accessory buildings in these tables.

Accessory Building Size Worksheets

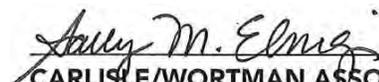
As requested, we also created three worksheets to calculate the maximum size for accessory buildings on a lot. The worksheets cover the three “lot size” categories included in the ordinance:

1. For lots greater than 3-acres in size
2. For lots greater than 2-acres and up to 3-acres in size
3. For lots up to and including 2-acres in size

Comparison of Accessory Building Size under Existing Ordinance and New Ordinance

Because the maximum size of a new accessory building is directly tied to the lot size, and size of the existing principal and accessory buildings already on a lot, it’s not possible to provide a meaningful comparison between the results of the existing ordinance and the new ordinance. However, using the worksheets, we can run through examples at the meeting.

We look forward to discussing the revised ordinance language with you at the upcoming meeting.



CARLISLE/WORTMAN ASSOC., INC.
Sally M. Elmiger, AICP, LEED AP
Principal

ANN ARBOR CHARTER TOWNSHIP
BOARD OF TRUSTEES
AMENDMENT TO ZONING CODE: ACCESSORY BUILDINGS AND STRUCTURES
ORDINANCE NO. X-2024
Revised February 14, 2024

The Ann Arbor Charter Township Board of Trustees ordains and adopts the following amendment to Chapter 74, Article IV, Division 1, Section 426 and Chapter 74, Article IV, Division II, Sections 461-463 [new language underlined, deleted language ~~stricken~~].

CHAPTER 74, ARTICLE I, Section 13 is amended to read as follows:

Sec. 74-13. Storage Buildings in residential districts. – Reserved.

~~Storage buildings in residential districts shall be clearly accessory to the dwelling units they serve. The floor area of a storage building shall be included in the floor area used to calculate ground floor coverage and floor area ratio. Such storage buildings shall be subject to the following regulations:~~

- ~~(1) *R-1, R-2, R-3, R-4, and R-5 districts.* Not more than one storage building shall be permitted for each dwelling unit, and the floor area of the storage building shall not exceed 200 square feet.~~
- ~~(2) *R-6 district.* Not more than one storage building shall be permitted on a mobile home site, and the floor area shall not exceed 150 square feet.~~
- ~~(3) *R-7, R-8, and R-9 districts.* Not more than one storage building shall be permitted for each single-family attached dwelling unit, such floor area not to exceed 150 square feet. Individual storage buildings for dwelling units in apartment-type structures shall not be permitted; however, common storage buildings may be permitted.~~

CHAPTER 74, ARTICLE IV, Division 1, Section 426 is amended to read as follows:

- (a) *Minimum requirements.* The regulations established in this article within each zoning district shall be the minimum regulations for promoting and protecting the public health, safety, and general welfare, and shall be uniform for each class of land, buildings, structures, or uses throughout each district. Wherever the requirements of this chapter are at variance with the requirements of any other adopted rules or regulations, ordinances, deed restrictions, or covenants, the most restrictive or those imposing the higher standards shall govern.
- (b) *Scope of regulations.*
 - 1) Except as otherwise may be provided in article II, division 6, Zoning Board of Appeals, every building or structure erected, every use of any lot, building, or structure established, every structural alteration or relocation of an existing building or structure, and every enlargement of or addition to an existing use, building, or structure occurring

after December 13, 1976, shall comply with all regulations which are applicable in the zoning district in which such use, building, or structure shall be located.

- 2) No part of a yard or other open space, off-street parking or loading space required about or connected with any use, building, or structure for the purpose of complying with this chapter shall be included in the yard, open space, off-street parking or loading space similarly required for any other use, building, or structure.
 - 3) No yard or lot existing on December 13, 1976, shall be reduced in dimensions or area below the minimum requirements set forth in this article. Yards or lots created after December 13, 1976, shall meet the minimum requirements established in this article. No off-street parking or loading areas shall be reduced below the required size or number of spaces.
 - 4) Nonconforming lots of record may be utilized as set forth in section 74-217, nonconforming lots of record.
- (c) *Permitted uses.* Uses shall be permitted by right only if specifically listed as principal permitted uses in the various zoning districts. All other uses shall be prohibited unless approved as a conditional use in accordance with subsection 74-426(e).
- (d) *Accessory uses and buildings or structures.* Where a lot is devoted to a permitted principal use or a permitted conditional use, accessory uses are permitted as listed in the applicable zoning district, ~~or as described below.~~ In all districts, accessory buildings may not be used for dwelling purposes.

Accessory uses and buildings or structures (collectively “structures” unless otherwise specified) shall be subject to the following regulations:

- 1) No accessory structure shall be used prior to the principal structure or use, except as a construction facility for the principal structure.
- 2) Accessory structures shall be supplemental and subordinate to the principal use and structure on a parcel of land, and shall be on the same parcel of land as the principal use or structure they serve.
- 3) The floor area of an accessory building shall be included in the floor area used to calculate ground floor coverage and floor area ratio.
- 4) In any zoning district other than R-1 or R-1A, the ground floor floor area of an accessory building or structure shall not exceed the area of the principal building’s ground floor area of the principal building. For this standard, the area of the principal building’s ground floor of the principal building shall not include an attached garage.
- 5) Attached structures. Where the accessory building or structure is structurally attached to the principal building or structure, it shall be subject to, and must conform to, all regulations of this chapter applicable to the principal structure ~~of the district in which located.~~
- 6) Detached structures. Where the accessory structure is not structurally attached to the principal structure:

- a. Number: There is no limit on the number of detached accessory structures on a lot or parcel (collectively “lot”). However, accessory buildings are counted toward the maximum ground floor coverage and floor area ratio on a lot.
- b. Location:
1. In any zoning district, a detached accessory structure shall be located at least ten feet from any other principal or accessory building.
 2. In any rural district (R-C, A-1, and A-R) accessory ~~uses, buildings and structures not attached to the principal building~~ shall not be located within any minimum required yard setback for the zoning district, as listed in Sec. 74-501, except for farm markets/roadside stands, as described in “(d)7” below. ~~that a farm market/roadside stand may be located within the required yard setback as long as the farm market/roadside stand complies with all of the following:~~
 3. In any rural residential district (R-1, and R-1A), suburban residential district (R-2), and urban residential district (R-3A, R-3, R-4, R-5, R-6, R-7, R-8 and R-9), accessory structures shall not be located in front of the rear line of the principal building or, in the case of a corner lot, in the required corner side yard. If an accessory structure is 100 square feet or less in floor area, it shall not be located less than five feet from an interior side or rear property line. If an accessory structure is greater than 100 square feet in floor area, it shall comply with all setback regulations of the district in which it is located, as listed in Sec. 74-502 through 74-503.
 4. In any business or industrial district, an accessory structure shall comply with all regulations of the district in which located, as listed in Sec. 74-504 through 74-505.
 5. ~~Meets the definition of a farm market/roadside stand under section 74-2 and the GAAMPS for farm markets; and~~
 6. ~~Has a maximum floor area of any structure or building of 100 square feet or less; and~~
 7. ~~Is located outside of any road right-of-way; and~~
 8. ~~Conforms to the provisions of section 74-8, visibility at intersections.~~
- c. Size: Accessory buildings are subject to the following size requirements.
1. Total area: In any residential district, the combined **area of the ground floor** of all detached accessory buildings on a lot shall not exceed the following maximums:
 - i. For lots greater than 3-acres in size, 10% of the total lot area, or up to 10,000 s.f., whichever is less.
 - ii. For lots greater than 2-acres and up to and including 3-acres in size, up to 4,000 s.f.
 - iii. ~~For lots greater than 1 acre and up to and including 2 acres in size, up to 1,500 s.f.~~

- iv. For lots up to and including 2-acres or less in size, up to 1,000 s.f.
 - v. Accessory structures that do not meet the definition of a “building,” shall not be subject to the total area size requirements listed in c.(1) above.
2. In any rural district (R-C, A-1 and A-R), and in any rural residential district, (R-1, and R-1A), suburban residential district (R-2), and urban residential district (R-3A, R-3, R-4, R-5, R-6, R-7, R-8 and R-9), accessory structures shall not exceed 15 feet in height. An accessory structure may exceed this height by a maximum of five feet as long as the structure is set back one foot further from the property line than the minimum setback for every one foot of additional height.
 3. In any business or industrial district, any accessory use or structure shall comply with all regulations of the district in which located, as listed in Sec. 74-504 through 74-505.
 4. In any rural district (R-C, A-1 and A-R), farm structures used as part of a farming operation, as defined, shall not exceed 75 feet in height.
- d. Zoning Compliance Certificate: An accessory structure 100 square feet or less does not require a building permit, but does require a zoning compliance certificate from the Building Official, or his/her designee.
- 7) Farm markets/roadside stands may be located within the required yard setback as long as the farm market/roadside stand complies with all of the following:
 - a. Meets the definition of a farm market/roadside stand under section 74-2 and the GAAMPS for farm markets; and
 - b. Has a maximum floor area of any structure or building of 100 square feet or less; and
 - c. Is located outside of any road right-of-way; and
 - d. Conforms to the provisions of section 74-8, visibility at intersections.
 - ~~8) In any rural residential, suburban residential or urban residential district, accessory uses, buildings and structures not attached to the principal building shall not:~~
 - ~~a. Be located in front of the rear line of the principal building or, in the case of a corner lot, in the required corner side yard;~~
 - ~~b. Be located less than five feet from an interior side or rear property line;~~
 - ~~c. Exceed 15 feet in height.~~
 - ~~9) In any rural, suburban or urban residential district, not more than 35 percent of the minimum required rear yard may be occupied by accessory structures.~~
 - ~~10) In any business or industrial district, any accessory use, building or structure not attached to the principal building or structure shall comply with all area, placement, and height regulations of the district in which located.~~

- ~~11) In any zoning district, the ground floor area of an accessory building or structure shall not exceed the ground floor area of the principal building.~~
- ~~12) In any zoning district, a detached accessory building or structure shall be located at least ten feet from any other principal or accessory building.~~
- 13) Refer to section 74-618 regarding small-scale SES.
- 14) Refer to section 74-9 regarding home occupations.

[NO OTHER CHANGES PROPOSED IN THIS SECTION]

CHAPTER 74, ARTICLE IV, Division 2, Section 461 is amended to read as follows [NOTE THAT ONLY ACCESSORY USES, AND RELATED FOOTNOTES, ARE LISTED BELOW]:

Sec. 74-461. Rural districts.

The following uses are permitted in rural districts:

A = Accessory use

Uses	(1) R-C	(2) A-1	(3) A-R
Farm market/roadside stand as defined in section 74-2 and the GAAMPS for farm markets***	A	A	A
Garage, private (attached or detached)	A	A	A
Greenhouse, private	A	A	A
Home occupation ⁶	A	A	A
Accessory building (Per Sec. 74-426)	<u>A</u>	<u>A</u>	<u>A</u>
Small-Scale SES	A	A	A
Storage buildings, barns, silos	A	A	A
Swimming pool, private	A	A	A

⁶Category A home occupations may occupy any dwelling unit, attached accessory structure, or detached accessory structure. Category B home occupations may occupy a single-family or two-family dwelling unit, or an attached accessory structure to a single-family or two-family dwelling unit if a permit is obtained, per Sec. 74-9.

*** See supplementary district regulation section 74-610.

CHAPTER 74, ARTICLE IV, DIVISION 2, SECTION 462 is amended to read as follows [NOTE THAT ONLY ACCESSORY USES, AND RELATED FOOTNOTES, ARE LISTED BELOW]:

Sec. 74-462. Rural and suburban residential districts.

The following uses are permitted in rural and suburban residential districts:

A = Accessory use

Uses	(1) R-1	(2) R-1A	(3) R-2
Home occupation ³	A	A	A
Private garages	A	A	A
Signs	A	A	A
Small-Scale SES	A	A	A
Storage Accessory building (Per Sec. 74-426)	A	A	A
Swimming pool, private	A	A	A

³Category A home occupations may occupy any dwelling unit, attached accessory structure, or detached accessory structure. Category B home occupations may occupy a single-family or two-family dwelling unit, or an attached accessory structure to a single-family or two-family dwelling unit if a permit is obtained, per Sec. 74-9.

CHAPTER 74, ARTICLE IV, DIVISION 2, SECTION 463 is amended to read as follows
[NOTE THAT ONLY ACCESSORY USES, AND RELATED FOOTNOTES, ARE LISTED BELOW]:

Sec. 74-463. Urban residential districts.

The following uses are permitted in the urban residential districts:

A = Accessory use

Uses	(1) R-3	(2) R-3A	(3) R-4	(4) R-5	(5) R-6	(6) R-7	(7) R-8	(8) R-9
Home occupation ²	A	A	A	A	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
Manager's residence and office	A				A	A	A	
Private garages	A	A	A	A	A	A	A	A
Private greenhouse	A	A	A	A	A	A	A	A
Accessory building (Per Sec. 74-426)	<u>A</u>							
Signs	A	A	A	A	A	A	A	A
Small-Scale SES	A	A	A	A	A	A	A	A
Storage buildings	A							
Swimming pool, private	A	A	A	A	A	A	A	A

² ~~Home occupations shall be permitted only in single-family detached dwelling units. Category A home occupations may occupy any dwelling unit, attached accessory structure, or detached accessory structure. Category B home occupations may occupy a single-family or two-family dwelling unit, or an attached accessory structure to a single-family or two-family dwelling unit if a permit is obtained, per Sec. 74-9.~~

Single-Family Residential Maximum DETACHED Accessory Building Size (floor area) Worksheet

LOTS UP TO AND INCLUDING 2-ACRES

Step 1. Lot Size, Zoning District, Maximum Ground Floor Coverage for Lot: Provide the following information:

1a. Lot Size (area in square feet (acres x 42,560 s.f.): _____ s.f. **1b.** Zoning District: _____

1c. Maximum Ground Floor Coverage (GFC) Per Relevant Zoning District (see table below):
 _____ % **Calculate** Max. GFC *in square feet (s.f.)* of "floor area" (Lot size s.f. x Max GFC %): . _____ s.f.

	Rural Districts			Rural & Suburban Residential Districts			Urban Residential Districts						
Zoning District	RC	A-1	A-R	R-1	R-1A	R-2	R-3	R-3A	R-4	R-5	R-7	R-8	R-9
Max. GFC	5%	5%	5%	10%	10%	20%	16%	16%	16%	30%	20%	20%	25%

1d. Insert Max. GFC in square feet of "floor area" on line to right: _____ s.f.

Step 2. Calculate AVAILABLE Ground Floor Coverage (GFC) in Square Feet on the Lot. Complete the following table:

2a. Area of principal building's ground floor (inc. attached garage)		2b. PLUS Floor area of ALL existing DETACHED accessory building(s)		2c. EQUALS Total area of principal and accessory buildings' ground floor		2d. Maximum GFC for lot in square feet (1d)		2e. MINUS Existing total floor area (2c)		2f. EQUALS Available GFC in square feet for new DETACHED accessory building(s) on lot
_____ s.f.	+	_____ s.f.	=	_____ s.f.		_____ s.f.	-	_____ s.f.	=	_____ s.f.

*If result in "2f" above equals Zero or a negative number, then no additional accessory buildings are permitted on the lot, and stop here.
 If "2f" is greater than Zero, insert result in 2f on line to right and go to Step 3.*

2f _____ s.f.

Step 3. Calculate Maximum Floor Area for ALL DETACHED Accessory Buildings on the lot: Complete the following table:

Max. floor area of ALL DETACHED Accessory buildings: NO MORE than 1,000 s.f.	Floor Area of Accessory Building(s)		
3a. 1,000 s.f.,	3b. Floor area of ALL existing DETACHED accessory building(s) (2b)	3c. PLUS Floor area of proposed accessory building(s)	3d. EQUALS Total floor area of ALL accessory buildings
1,000 s.f.	_____ s.f.	_____ s.f.	_____ s.f.
	+		=

3e. Insert the smaller of 3a, 3b, or 3c on the line to the right, and go onto Step 4.

3e _____ s.f.

Step 4. Compare Accessory Building Floor Area to Area of Principal Building's Ground Floor: Complete the following table:

4a. Existing area of principal building's ground floor (NOT including attached garage)	4b. Floor area of proposed accessory building(s)
s.f.	s.f.

4c. Insert the smaller of 4a or 4b on the line to the right. Go to Step 5.

4c _____ s.f.

Step 5. Maximum Accessory Building Floor Area:

The maximum floor area of a proposed (new) accessory building must not be greater than:

- The available GFC in square feet for the lot (2f), AND
- When added to the floor area of existing DETACHED accessory buildings, the maximum allowed for ALL DETACHED accessory buildings on the lot (3e), AND
- The area of the principal building's ground floor (NOT including attached garage) (4a).

MAXIMUM ACCESSORY BUILDING FLOOR AREA: Insert the smaller of 2f, 3e, or 4c on the line to the right:

_____ s.f.

Single-Family Residential Maximum DETACHED Accessory Building Size (floor area) Worksheet

LOTS GREATER THAN 2-ACRES AND UP TO AN INCLUDING 3-ACRES

Step 1. Lot Size, Zoning District, Maximum Ground Floor Coverage for Lot: Provide the following information:

1a. Lot Size (area in square feet (acres x 42,560 s.f.): _____ s.f. **1b.** Zoning District: _____

1c. Maximum Ground Floor Coverage (GFC) Per Relevant Zoning District (see table below):
 _____ % **Calculate** Max. GFC *in square feet (s.f.)* of "floor area" (Lot size s.f. x Max GFC %): _____ s.f.

	Rural Districts			Rural & Suburban Residential Districts			Urban Residential Districts						
Zoning District	RC	A-1	A-R	R-1	R-1A	R-2	R-3	R-3A	R-4	R-5	R-7	R-8	R-9
Max. GFC	5%	5%	5%	10%	10%	20%	16%	16%	16%	30%	20%	20%	25%

1d. Insert Max. GFC in square feet of "floor area" on line to right: _____ s.f.

Step 2. Calculate AVAILABLE Ground Floor Coverage (GFC) in Square Feet on the Lot. Complete the following table:

2a. Area of principal building's ground floor (inc. attached garage)		2b. PLUS Floor area of ALL existing DETACHED accessory building(s)		2c. EQUALS Total area of principal and accessory buildings' ground floor		2d. Maximum GFC for lot in square feet (1d)		2e. MINUS Existing total floor area (2c)		2f. EQUALS Available GFC in square feet for new DETACHED accessory building(s) on lot
_____ s.f.	+	_____ s.f.	=	_____ s.f.		_____ s.f.	-	_____ s.f.	=	_____ s.f.

*If result in "2f" above equals Zero or a negative number, then no additional accessory buildings are permitted on the lot, and stop here.
 If "2f" is greater than Zero, insert result in 2f on line to right and go to Step 3.*

2f _____ s.f.

Step 3. Calculate Maximum Floor Area for ALL DETACHED Accessory Buildings on the lot: Complete the following table:

Max. floor area of ALL DETACHED Accessory buildings: NO MORE than 4,000 s.f.	Floor Area of Accessory Building(s)		
3a. 4,000 s.f.,	3b. Floor area of ALL existing DETACHED accessory building(s) (2b)	3c. PLUS Floor area of proposed accessory building(s)	3d. EQUALS Total floor area of ALL accessory buildings
4,000 s.f.	_____ s.f.	_____ s.f.	_____ s.f.
		+	=

3e. Insert the smaller of 3a, 3b, or 3e on the line to the right, and go onto Step 4.

3e _____ s.f.

Step 4. Compare Accessory Building Floor Area to Area of Principal Building's Ground Floor: Complete the following table:

4a. Existing area of principal building's ground floor (NOT including attached garage)	4b. Floor area of proposed accessory building(s)
s.f.	s.f.

4c. Insert the smaller of 4a or 4b on the line to the right. Go to Step 5.

4c _____ s.f.

Step 5. Maximum Accessory Building Floor Area:

The maximum floor area of a proposed (new) accessory building must not be greater than:

- The available GFC in square feet for the lot (2f), AND
- When added to the floor area of existing DETACHED accessory buildings, the maximum allowed for ALL DETACHED accessory buildings on the lot (3e), AND
- The area of the principal building's ground floor (NOT including attached garage) (4a).

MAXIMUM ACCESSORY BUILDING FLOOR AREA: Insert the smaller of 2f, 3e, or 4c on the line to the right:

_____ s.f.

Single-Family Residential Maximum DETACHED Accessory Building Size (floor area) Worksheet

LOTS GREATER THAN 3-ACRES

Step 1. Lot Size, Zoning District, Maximum Ground Floor Coverage for Lot: Provide the following information:

1a. Lot Size (area in square feet or acre(s) x 42,560 s.f.): _____ s.f. 1b. Zoning District: _____

1c. Maximum Ground Floor Coverage (GFC) Per Relevant Zoning District (see table below):

_____ % **Calculate** Max. GFC *in square feet (s.f.)* of "floor area" (Lot size s.f. x Max GFC %): _____ s.f.

	Rural Districts			Rural & Suburban Residential Districts			Urban Residential Districts						
Zoning District	RC	A-1	A-R	R-1	R-1A	R-2	R-3	R-3A	R-4	R-5	R-7	R-8	R-9
Max. GFC	5%	5%	5%	10%	10%	20%	16%	16%	16%	30%	20%	20%	25%

1d. Insert Max. GFC in square feet of "floor area" on line to right:

1d _____ s.f.

Step 2. Calculate AVAILABLE Ground Floor Coverage (GFC) in Square Feet on the Lot. Complete the following table:

2a. Area of principal building's ground floor (inc. attached garage)		2b. PLUS Floor area of ALL existing DETACHED accessory building(s)		2c. EQUALS Total area of principal and accessory buildings' ground floor		2d. Maximum GFC for lot in square feet (1d)		2e. MINUS existing total floor area (2c)		2f. EQUALS Available GFC in square feet for new DETACHED accessory building(s) on lot
_____ s.f.	+	_____ s.f.	=	_____ s.f.		_____ s.f.	-	_____ s.f.	=	_____ s.f.

If result in "2f" above equals Zero or a negative number, then no additional accessory buildings are permitted on the lot, and stop here.
If "2f" is greater than Zero, insert result in 2f on line to right and go to Step 3.

2f _____ s.f.

Step 3. Calculate Maximum Floor Area for ALL DETACHED Accessory Buildings on the lot: Complete the following table:

Max. floor area of ALL DETACHED Accessory buildings: NO MORE than 10% of the Lot or 10,000 s.f., whichever is less.			Floor Area of Accessory Building(s)				
3a. Calculate 10% of the lot (1a in s.f. x 10%).	OR	3b. 10,000 s.f.,	3c. Floor area of ALL existing DETACHED accessory building(s) (2b)		3d. PLUS Floor area of proposed accessory building(s)		3e. EQUALS Total floor area of ALL accessory buildings
_____ s.f.	OR	10,000 s.f.	_____ s.f.	+	_____ s.f.	=	_____ s.f.

3f. Insert the smaller of 3a, 3b, or 3e on the line to the right, and go onto Step 4.

3f _____ s.f.

Step 4. Compare Accessory Building Floor Area to Area of Principal Building's Ground Floor: Complete the following table:

4a. Existing area of principal building's ground floor (NOT including attached garage)	4b. Floor area of proposed accessory building(s)
s.f.	s.f.

4c. Insert the smaller of 4a or 4b on the line to the right. Go to Step 5.

4c _____ s.f.

Step 5. Maximum Accessory Building Floor Area:

The maximum floor area of a proposed (new) accessory building must not be greater than:

- The available GFC in square feet for the lot (2f), AND
- When added to the floor area of existing DETACHED accessory buildings, the maximum allowed for ALL DETACHED accessory buildings on the lot (3f), AND
- The area of the principal building's ground floor (NOT including attached garage) (4a).

MAXIMUM ACCESSORY BUILDING FLOOR AREA: Insert the smaller of 2f, 3f, or 4c on the line to the right:

_____ s.f.

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**Ann Arbor Charter Township
FARMLAND AND OPEN SPACE PRESERVATION BOARD MEETING MINUTES
Monday, January 29, 2024
Township Offices, 3792 Pontiac Trail, Ann Arbor MI
7:30 PM**

I. Call to Order, Establish Quorum

Chair Bartoshesky called to order the regular meeting of Ann Arbor Charter Township Farmland and Open Space Preservation Board at 7:37pm.

Present: Tom Bartoshesky
Alex Cacciari
Ken Judkins
Ali Kawsan
Jeremy Moghtader
Cynthia Stiles

Absent: John Allison

Also in attendance: Land Preservation Consultant Barry Lonik
Planning Assistant Jennifer Morris

II. Approval of Minutes of Regular and Closed Session Meetings of November 27, 2023

MOTION by Kawsan, support by Judkins, to approve the minutes of the Regular November 27, 2023 meeting as submitted.

Motion passed unanimously by voice vote.

MOTION by Judkins, support by Kawsan, to approve the minutes of the November 27, 2023 Closed Session meeting as submitted.

Motion passed unanimously by voice vote.

III. Public Comment – None

IV. Blight and dumping easement language. Was the new language presented to the Board of Trustees.

Chair Bartoshesky will follow up with the Township Supervisor regarding the motion made in November: “to submit the following language for inclusion in future easement agreements, to the Township attorney for review.”

V. Bayer property update

In litigation.

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VI. PA 116 tax benefits. Action by Township to object to new interpretation.

A January 26, 2024 memorandum from Land Preservation Consultant Lonik is in the packets, regarding the November 27 discussion relative to the change in interpretation of PA 116, which provides certain significant tax benefits for farm landowners that enter into an agreement with the state that ensures that the land remains in agricultural use for a minimum of 10 years and up to 90 years. The new interpretation is if a landowner is pursuing a perpetual easement, the PA 116 agreement is terminated and not renewable. This interpretation is causing concern among conservationists as a tremendous disincentive to participate. The State Agricultural Department is being asked for clarification.

The January 26 memorandum gives a fuller explanation of the controversy. No action is necessary from the Township at this time. Lonik will continue to forward information as he receives it.

A link regarding Farmland and Open Space Preservation Frequently Asked Questions is here: <https://www.michigan.gov/mdard/environment/farmland/pa116/farmland-and-open-space-preservation-frequently-asked-questions>

VII. Designated new easily accessible storage for FOSPB records.

As follow-up to conversation at the November 27 meeting, Planning Assistant Morris was present tonight and will help with finding a central, easily accessible, online storage space for FOSPB policies and other documents, so that this information can be easily transmitted as Board members change, and institutional memory can be preserved.

VIII. Status of 20-year report.

20 year report will be sent to Treasurer Colvin-Garcia, who edits the Township newsletter.

IX. Review of Preservation Board Policies

Lonik combined 4 policies into one document, which is in tonight's packet:

1. Building Envelope Policy
2. Policy on Conservation Easement Monitoring
3. Affirmative Agricultural Easement Policy
4. Fiscal Policy

This document should be part of the effort discussed above under item VII. *Designated new easily accessible storage for FOSPB records.*

X. Project Updates

Land Preservation Consultant Lonik provided the following:

- Completed orientation with new FOSPB Member Stiles.

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- One property was submitted before the deadline to the state grant program; this will be discussed further in Closed Session. The program will probably announce decisions in March.
- Millage renewal – the final millage collection on the 20-year millage is on the current winter tax bills. Information was included in tonight’s packets regarding what has been accomplished and what is left in the Township relative to conservation easements/potential land protection. The current fund balance is ~\$2M, and the current tax collection will generate another ~\$450K, for a total of \$2.5M. Based on past experience of leveraging fund balance funds with outside grants and matching funds from Greenbelt, County, State and Federal funds, the \$2.5M will become \$7.5M. Development rights have been selling for ~\$10K/acre, resulting in potential funding for 750 acres. The original goal was to preserve 2,000 acres, and right now 1,700 acres have been preserved. It is not unreasonable to think that with the funding just described, approximately 2,400 total acres could be preserved.

Per the Michigan Township Association, a millage renewal can be placed on the ballot up to one year after the last tax collection. Ann Arbor voters have strongly supported the land preservation millage in the past.

There are 3 opportunities to get the millage on the ballot in 2024: May, August, and November. Ballot language has to be approved 70 days in advance of the vote. The language could be recommended to the BOT at the next FOSPB meeting. Three things should be discussed: 1) Does the Township need to renew the millage? 2) Duration of the millage? 3) Restore the original millage rate?

Scio Township and Washtenaw County had included language in their ballot proposals to renew the millage and restore the original millage rate. Due to the Headlee amendment, in order to account for inflation, every year the millage rate decreases from the original.

- Policy documents – already discussed
- PA 116 memo/letter – already discussed
- Youssef property – postponed to next meeting, when Member Allison will be present.

XI. End of Millage and New Millage Discussion “calendar year of last levy”

Discussed above.

XII. New Member Application

A new member application had been received. Member Kawsan - who now lives in Canton – is continuing to serve and is an asset to the Board. After discussion, Member Kawsan suggested that the application be considered. If the applicant is a good fit for the Board, Kawsan would consider vacating his seat, but if not, Kawsan will stay on. This will be discussed at the next meeting.

XIII. Matters Arising

Member Cacciari shared that she had just begun a position as a conservation technician for a new USDA program, TOPP (Transition to Organic Partnership Program). She will be helping

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farmers transition to organic farming, and connect organic producers with mentors and resources, and provide such things as outreach workshops.

XIV. Closed Session

At 8:23pm the following motion was offered:

MOTION by Cacciari, , support by Moghtader, that the Ann Arbor Township Farmland and Open Space Preservation Board go into closed session under Sec. 8(d) of the Open Meetings Act, to consider the purchase of real property.

Roll call vote: Ayes – Bartoshesky, Kawsan, Judkins, Moghtader, Stiles, Cacciari. Nays – none. Motion passed 6-0.

At 8:24pm the Board went into closed session, and returned to open session at 9:04 pm with the following motion:

MOTION by Moghtader, support by Cacciari, that the Board return to open session.

Motion passed by voice vote.

MOTION by Cacciari, support by Moghtader, to recommend to the Board of Trustees appraisal of the property identified as 2023-4.

Motion passed unanimously by voice vote.

XV. Adjournment

MOTION by Kawsan, support by Moghtader, to adjourn the meeting.

Motion passed unanimously by voice vote.

The meeting adjourned at 9:06pm.

ANN ARBOR CHARTER TOWNSHIP BOARD OF TRUSTEES
AMENDMENTS TO ZONING CODE CHAPTER 74, SECTIONS 74-2 “DEFINITIONS AND INTERPRETATION,” 74-600 “FENCE REGULATIONS,” 74-595 “SETBACKS ON ARTERIAL ROADS,” AND 74-426 “REQUIREMENTS, SCOPE, USES, EXCEPTIONS.”

ORDINANCE No. _____
February 19, 2024

The Ann Arbor Charter Township Board of Trustees ordains and adopts the following amendments to Chapter 74, Sections 74-2 “Definitions and interpretation,” 74-600 “Fence regulations,” 74-595 “Setbacks on arterial roads,” 74-426 “Requirements, scope, uses, exceptions” of the Township Code of Ordinances [**new language underlined, deleted language ~~stricken~~**]:

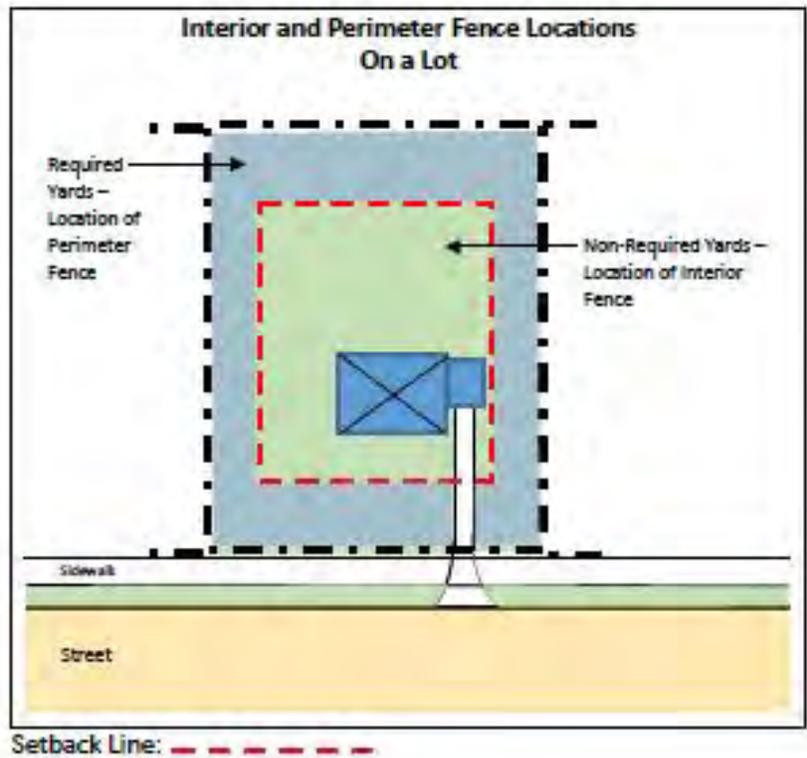
CHAPTER 74, Section 74-2 “Definitions and interpretation” is amended to add the following new definitions:

Sec. 74-2. – Definitions and interpretation.

Fence. A marker, barrier, or enclosure intended to screen a land use, or restrict access to or egress from a lot or parcel of land, constructed of wood, metal, stone, or other natural or artificial materials. The term fence shall include gates. A wall, other than a retaining wall, will be considered a fence if it accomplishes the purpose(s) of a fence.

Fence, interior. A fence located outside of a required front, side, or rear yard, as defined by this ordinance. Examples include a fence intended only to provide limited screening of a specific element within the property, or enclose a small portion of the property for a specific purpose, such as a garden or dog run.

Fence, perimeter. A fence located inside a required front, side, or rear yard, as defined by this ordinance. An example includes a fence that is intended to provide full or partial enclosure of a property along or near the property line.

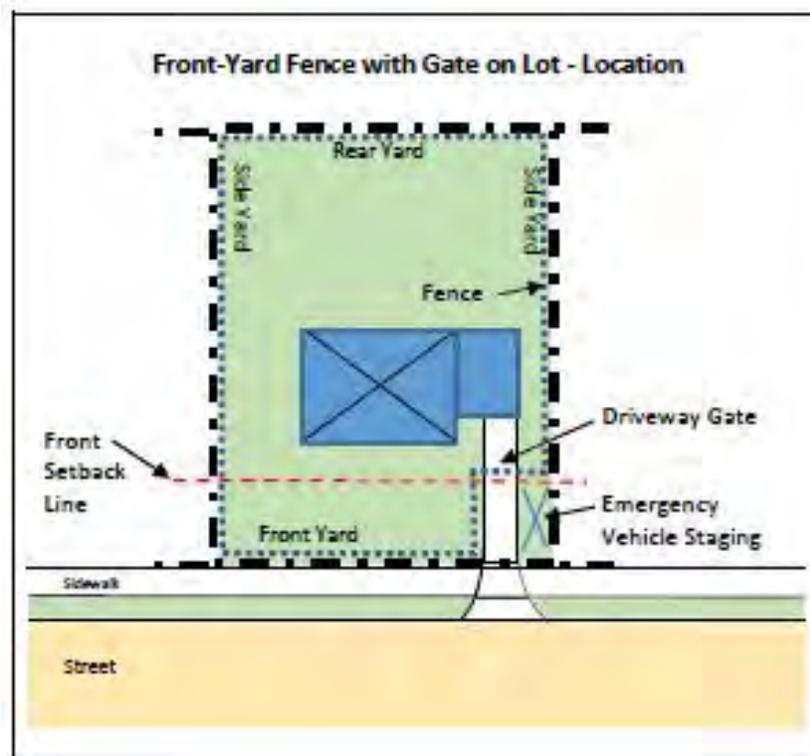


CHAPTER 74, Section 74-600 “Fence regulations” is amended to read as follows:

Sec. 74-600. Fence regulations.

- (a) *General requirement.* It shall be unlawful for any person, firm, or corporation to construct or cause to be constructed any fence on any property in the Township except in accordance with these regulations. Reference specific land uses or development requirements in this chapter for additional requirements.
- (b) *Permit requirements.* Any person, firm, or corporation desiring to construct or cause to be constructed a perimeter fence or an interior fence 8-feet tall or taller that is subject to these regulations shall first obtain a fence permit from the Zoning Officer. The application for a fence permit shall contain all information, including drawings, that is necessary to determine compliance with these regulations. A permit shall not be required for a fence that is to be constructed for the purpose of enclosing farmland.
- (c) *Fee.* The fee for a fence permit shall be established, and may be amended, by resolution of the Township Board. The fee shall be paid to the Township Treasurer at the time of application for the permit.
- (d) *Location of fences; location of gates across a driveway.*

- (1) All fences shall be located entirely on the property of the owner of the fence. Owners of adjoining property may jointly apply for a fence permit for the purpose of constructing a perimeter fence on the common property line.
- (2) No fence or fence post, and no gate or gate post, or other structure that serves as a fence or gate, shall conflict with the turning radii of any emergency vehicle apparatus.
- (3) For all fences located in a required front yard that abuts a public or private street, and that contain a gate across a driveway:
 - a. The gate shall be located no closer to the street than the front setback line to accommodate parking of vehicles on the driveway outside of the gate.
 - b. A front-yard fence containing a gate across a driveway shall be located parallel to the driveway on only one side of the driveway; the fence on the other side of the driveway shall be located no closer to the street than the front setback line to provide a staging area on the lot for emergency vehicles, as illustrated below. The section of fence parallel to the driveway may be on either side of the driveway as long as a staging area acceptable to the Ann Arbor Township Fire Chief, pursuant to the International Fire Code (IFC) and the National Fire Protection Association (NFPA), is provided. The staging area shall be free from impediments, such as vegetation, slopes, structures, posts, and other impediments that make it unsuitable as a staging area.



(e) *Height regulations.*

- (1) All fences located on residentially-used lots in any zoning district shall comply with the following regulations:
 - a. Perimeter fences located in a required front yard or in any other required yard (i.e., the yard between the property line and setback line) that abuts a public or private street shall not exceed four feet in height.
 - b. Perimeter fences located in a required side or rear yard (i.e., the yard between the property line and setback line) that does not abut a public or private street shall not exceed a height of six feet.
- (2) Perimeter fences on a lot in a business district and located in any required yard, shall not exceed six feet in height.
- (3) Perimeter fences on a lot in an industrial district and located in any required yard shall not exceed a height of 12 feet.
- (4) All fences enclosing farmland shall be exempt from the regulations of this subsection.
- (5) Interior fences on a lot in any zoning district that are not located in any required yard (i.e., the yard between the property line and setback line) of that lot shall not exceed the height limit for structures in the district in which located.
- (6) In determining the height of the perimeter fence that separates two adjoining lots and that is located within two feet of a common lot line, the maximum permitted height at any point shall be measured from the highest grade at that point within two feet on either side of the common lot line.
- (7) The height regulations in this section may be modified or waived for a perimeter fence on a common property line by written agreement between the fee simple owners of the adjoining lots. The agreement shall specify the location and height of the perimeter fence. The agreement shall be signed by such owners and shall be filed with the Zoning Officer before a permit may be issued.

(f) *Vehicular gates across private driveways.* Vehicular gates across private driveways accessing individual lots are permitted if they meet the requirements of Sec. 74-600, or other applicable sections within this chapter. If the site conditions cannot meet these requirements, then a vehicular gate across the driveway will not be permitted.

- (1) Combined entry and exit ways shall provide a minimum unobstructed width of twenty (20) feet to accommodate emergency vehicles and apparatus, in addition to the emergency vehicle staging area. Entry and exit ways separated by landscape medians, guard houses, or other obstructions shall provide a minimum unobstructed width of twelve (12) feet. Entry and exit ways shall have a minimum unobstructed vertical clearance of not less than thirteen feet six inches (13'6").
- (2) It shall be identified if the gates are to be manual or electrical in operation.
- (3) All vehicular gates (manual and electrical) shall be designed as follows:

- a. Gates shall be a maximum 50% opaque to allow for clear vision through the gate and of vehicle travelways beyond each side of the gate.
- b. Gates shall swing in, or roll/slide to the side. Gates shall not be permitted to lift up, swing out toward the roadway, or move in any other way other than permitted here.
- c. Gates shall be maintained in good condition and working order to be fully operational under any weather conditions. This includes clearing all vegetation, snow, or other conditions that may impede the operation of the gate.
- d. When fully opened, gates shall not obstruct the path of travel for vehicles or pedestrians, whether emergency or non-emergency.
- e. If the gate is locked, it shall be provided with a Knox Box mounted near the gate, which is a secure, tamperproof device with a lock operable only by a fire department, police department, or emergency services department master key, and containing entry keys, cards, passcodes, and/or operating instructions for access through the driveway gate in an emergency.
- f. Gates shall be designed to remain fully open during an emergency event with a gate-capturing device.

(4) All electrical vehicular gates:

- a. Shall be provided with a failsafe open device in the event of power failures. The Fire Chief may remove this requirement if secondary power is provided by battery back-up or generator.
- b. Shall be designed to remain fully open during an emergency event until reset. A “Hold Open” code or override feature must be included in the design and functioning of the gate to allow gates to remain open so that multiple fire apparatus can enter without having to wait for intermittent opening of the gate(s).
- c. In business and industrial districts, the electrical gate shall interface with the building fire alarm system and also have an emergency vehicle siren controlled override to automatically open the gate for emergency access, in addition to a Knox Box described above.

(5) If there are two (2) or more gates in a single lot, all gates shall operate in the same fashion.

(6) Gate activation shall not be altered or placed out of service without prior notification to the Ann Arbor Township Fire Department, Ann Arbor Township Building Department, and Washtenaw County Sheriff Department.

(fg) *Vision clearance.* All fences and gates shall comply with section 74-8, *Visibility at intersections*. A fence that is located at the intersection of a driveway and a public sidewalk, or a sidewalk along a private street, shall not obstruct vision between the driveway and

sidewalk. In addition, gates shall meet the opacity requirement in section 74-600(f)(3)(a) above.

(gh) Safety regulations.

(1) On residentially-zoned or used lots, no spikes, nails, barbed wire or other pointed objects or sharp protrusions shall be placed on, attached to, or permitted to remain on any fence. On non-residentially-zoned or used lots, nNo spikes, nails, barbed wire, or other pointed objects or sharp protrusions shall be placed on, attached to, or permitted to remain on, any fence below a height of ten feet, except in the case of fences that enclose farmland, in which case barbed wire may be permitted at any height of the fence.

(2) Perimeter fences shall not contain any electric charge or current, except for electrically-operated gates across driveways and electric fences to enclose farmland. Perimeter electric fences that enclose farmland, in which case electric fence wires shall be permitted, provided such wires are attached to the inside face of the fence posts that they are clearly identified at intervals of not less than 100 feet with warning signs that read: "Warning: Electric Fence" along the portion of the fence that abuts a public right-of-way, or is within 200 feet of a residential structure on an abutting property. Internal fences on any property may contain an electric charge or current. All electric fences shall be of a type and make approved by Underwriters Laboratories. Underground electric pet containment fences are excluded from the regulations of this section.

(3) Gates spanning a driveway, and associated openers, must be installed pursuant to the International Fire Code (IFC) and be approved by the Township Fire Chief.

(hi) Retaining walls. A retaining wall shall be regulated as a fence if the wall projects more than 18 inches above the ground being retained.

(ij) Temporary construction fences. Temporary construction fences, and fences required for protection around excavations, shall comply with the State Construction Code. Such fences shall be removed promptly after one year from the date of the fence permit, unless a time extension is approved by the Board of Appeals.

(jk) Public utility fences. Fences that enclose public utility installations shall not be located in any required yard, where the lot is located in a residential district. Such fences may be located in any required yard where the lot is located in any other zoning district. Such fences shall comply with all other regulations of this section.

(kl) Maintenance. Fences shall be maintained so as not to endanger life or property. Any fence which, through lack of repair, type of construction, or other condition that endangers life or property, is a nuisance. If an unsafe fence exists, the Zoning Officer shall serve written notice to the owner, agent, or person in control of the property on which the fence is located. The notice shall describe the unsafe condition, shall specify the repairs or changes required to make the fence safe, or shall require an unsafe fence or part thereof to be removed. The notice shall provide a time limit for such repairs, changes, or removal to be made.

(~~hm~~) *Fences in special districts.* Fences located on a lot in a PUD, RRA, OP, or other special zoning district shall be exempt from the regulations of this section, but shall be regulated as provided in the approved petition for that lot.

CHAPTER 74, Section 74-595 “Setbacks on arterial roads” is amended to read as follows:

Sec. 74-595. - Setbacks on arterial roads.

(a) No building or structure shall be located less than a distance equal to the sum of 60 feet and the required minimum front yard of the district in which located, from the existing right-of-way centerline of any of the following roads:

- (1) Whitmore Lake Road;
- (2) Nixon Road;
- (3) Plymouth Road;
- (4) Dixboro Road;
- (5) Geddes Road;
- (6) Joy Road;
- (7) Maple Road;
- (8) Clark Road;
- (9) Hogback Road;
- (10) Huron River Drive;
- (11) Earhart Road;
- (12) Warren Road, between Pontiac Trail and Whitmore Lake Road;
- (13) Pontiac Trail;

provided, however, notwithstanding the foregoing, for purposes of placement of signs and fences, the additional 60-foot distance shall not be included in the calculation of the required front yard.

(b) Reference to arterial roads in this chapter shall be deemed to include all of the roads listed in this section 74-595.

CHAPTER 74, Section 74-426 “Requirements, scope, uses, exceptions” is amended to modify subsection (g):

Sec. 74-426. - Requirements, scope, uses, exceptions.

(g) *Exemptions from area, placement, and height regulations.*

(1) The following structures may be located anywhere on any lot: open and unroofed terraces, patios, porches and steps; awnings; flag poles; hydrants; laundry drying equipment; trellises; recreation equipment; outdoor cooking equipment; sidewalks and private driveways; trees, plants, shrubs, and hedges; ~~solid fences, screens, or walls less than four feet in height; fences, screens, or walls having at least 50 percent of their surface area open when viewed from the perpendicular;~~ mailboxes; and light poles. Anything constructed, erected, placed, or planted or allowed to grow, shall conform to the provisions of section 74-8, *Visibility at intersections*.

Motion By:

Second By:

YEAS:

NAYS:

Abstain:

Absent:

ORDINANCE DECLARED ADOPTED

CERTIFICATION

It is hereby certified that the foregoing Ordinance was adopted by the Township Board of Ann Arbor Charter Township, Washtenaw County, Michigan at a meeting of the Board duly called and held on February 19, 2024.

ANN ARBOR CHARTER TOWNSHIP

By: _____
Diane O’Connell, Supervisor

By: _____
Rena Basch, Clerk

Public Hearing: July 6, 2023

Planning Commission Recommendation: January 11, 2024

Approved by Board: February 19, 2024

Effective: _____, 2024 (7 days after publication)



Carlisle | Wortman
ASSOCIATES, INC.

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

MEMORANDUM

TO: Ann Arbor Township Board of Trustees
FROM: Sally M. Elmiger, AICP, LEED AP
DATE: January 25, 2024
RE: Fences and Gates – Draft Ordinance Language

The Building Official has received a number of requests for residential fence permits that propose to fully enclose the front yard, and locate a gate across a driveway. Typically, the fence runs along the front property line/road right-of-way line. This doesn't leave any space for an emergency vehicle or delivery truck to pull off the road onto the driveway due to the gate.

These requests have also brought to light that the ordinance doesn't specifically address "gates" in fences.

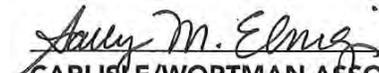
We worked with the Building Official and Fire Chief to develop draft ordinance amendments to the fence provisions that address these issues. The Planning Commission reviewed the draft, and held a public hearing on July 6, 2023. They received comments regarding homeowners who have/want to have a fence enclosing their gardens that is tall enough to keep deer out, and has an electric current for the same purpose.

The attached draft ordinance amendments to the fence provisions address these issues and include the following revisions:

1. Adds a new definition of a fence, which also states that the term "fence" includes "gates." Definitions of "perimeter" fence, and "interior" fence have also been added to distinguish between a fence that encloses someone's yard (close to the property lines), and a fence used for enclosing a garden or dog run.
2. Directs the reader to reference other specific land uses (such as junk yards, childcare centers, etc.) or development requirements (such as dumpster screens) for additional fence requirements.
3. Requires fence permits for only perimeter fences, and interior fences that are 8-feet or taller.
4. Requires that if a gate is proposed across a driveway, then the gate shall be located no closer to the street than the front setback line for the district. This distance is between 35-50 feet, which would accommodate several emergency vehicles on the driveway, and out of the roadway.
5. Requires an "emergency vehicle staging area" so that the fence/gate doesn't create a tunnel along the driveway and limit the amount of space available to emergency crews.

6. Adds requirements regarding electrically-operated gates so that emergency personnel have access to the building through the gate.
7. Adds a requirement that electric fences enclosing farmland that is located along a public right-of-way or within 200 feet of a residential structure on an abutting property shall be identified with warning signs. It also now allows “internal” fences to contain an electric charge or current (based on comments from the public hearing to keep deer out of a garden).
8. Adds an exemption from the fence requirements for an underground electric pet containment fence.
9. Removes fences, screens, and walls from Sec. 74-426(g) *Exemptions from area, placement, and height*.

We look forward to discussing the fence/gate ordinance revisions with you in the near future.



CARLISLE/WORTMAN ASSOC., INC.
Sally M. Elmiger, AICP, LEED AP
Principal



Carlisle | Wortman
ASSOCIATES, INC.

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

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, Entered into this ____ day of _____, by Ann Arbor Charter Township hereinafter referred to as the “Client” and Carlisle/Wortman Associates, Inc. hereinafter referred to as the “Consultant.”

WHEREAS, The Client desires to engage the Consultant to provide planning consulting services.

NOW, THEREFORE, In consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereto legally intending to be bound hereby do agree for themselves and their respective successors and assigns as follows:

SECTION 1.0

PLANNING SERVICES

The Consultant for his part agrees to provide planning consulting services in accordance with a Scope of Work as requested by the Client.

SECTION 2.0

COLLECTION OF DATA

It is understood that the Consultant will have the cooperation of the Client in the collection of basic data and other information for the above work. This shall include the transmittal of base maps in GIS or AutoCad files, if available.

SECTION 3.0

PAYMENT FOR SERVICES

- 3.1 Planning Consultation Services** – At the request of the Client, the Consultant shall perform periodic investigations relative to community planning, zoning, economic development, community development, and other matters. The Consultant shall be paid in accordance with the hourly rates depicted in **Attachment I**.
- 3.2 Meeting Attendance** – The Consultant shall attend regularly-scheduled meetings of the Planning Commission, Zoning Board of Appeals, and Township Board, as requested by the Client and subject to the availability of the Consultant. Such meeting attendance shall be performed at the hourly rates set forth in **Attachment I**.
- 3.3 Development Review** – The Consultant shall coordinate and review land development proposals such as site plans, site condominiums, and special land use as requested by the Client in accordance with the hourly rates set forth in **Attachment I**.

Benjamin R. Carlisle, *President* John L. Enos, *Vice President* Douglas J. Lewan, *Principal*
David Scurto, *Principal* Sally M. Elmiger, *Principal* R. Donald Wortman, *Principal* Craig Strong, *Principal*
Paul Montagno, *Principal*, Megan Masson-Minock, *Principal*, Laura Kreps, *Principal*
Richard K. Carlisle, *Past President/Senior Principal*

3.4 Special Projects – Periodically the Consultant may be requested by the Client to perform a project which is beyond the scope of a minor investigation anticipated in **Attachment I**. The Client may request the Consultant to provide the Client with an estimate cost of services which may be provided on a cost not-to-exceed or lump sum basis.

3.5 Terms of Payment - The Consultant shall present the Client with an itemized invoice each month based on work performed in the previous month. Invoices shall be paid within thirty (30) days after receipt by the Client.

SECTION 4.0

REPRESENTATION

It is understood and agreed that **Benjamin Carlisle** will represent the Consultant in all matters pertaining to this Agreement and **Principal Sally M. Elmiger** will serve as the Planning Consultant. From time to time, the Consultant may use additional personnel within the firm or sub-consultants to assist in the execution of matters pertaining to this contract.

SECTION 5.0

OWNERSHIP OF MATERIALS

All documents or other materials prepared by the Consultant under this Agreement shall be considered the property of the Client. In the case of pending or future litigation, the Client acknowledges the Consultant cannot produce any information or materials requested at any point in the litigation process with authorization from the Township Attorney or designated Legal Counsel. The Client agrees to defend the Consultant against any and all claims when the Consultant is operating under the direction of the Township Attorney, or other designated Legal Counsel.

SECTION 6.0

INSURANCE AND LIMITATION OF LIABILITY

6.1 During the term of this agreement, the Consultant agrees to procure and maintain in effect insurance policies naming the Client as an “Additional Insured” in the amounts and with the types of coverage shown below:

1. Professional liability insurance protecting the Consultant and its employees in an amount not less than \$2,000,000.
2. Workers Compensation Insurance in the form and amount required by Michigan law.
3. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.

6.2 The Client and the Consultant shall have no liability to each other for any claim relating to this agreement in excess of the fees and expenses paid to the Consultant except pursuant to indemnification obligations concerning third party claims under Section 7.0. In no event shall the Client and the Consultant be liable to each other for indirect, special, incidental, or consequential damages, even if the Client and the Consultant have been advised of the possibility of such

damages. Except as otherwise specifically provided in this agreement, neither party's liability to the other party under this Agreement shall exceed the total amounts paid or payable by the Client under this agreement.

SECTION 7.0**INDEMNIFICATION**

The Consultant shall not be liable to the Client for any loss incurred by third parties in the performance of services hereunder unless caused by the Consultant's willful misconduct or negligence. The Client agrees to indemnify and defend the Consultant from and against any damages, claims or suits by third parties against the Consultant arising from the performance of the Consultant's services hereunder unless caused by the Consultant's willful misconduct or negligence.

SECTION 8.0**TERMS OF AGREEMENT**

The term of this Agreement shall be for a period from **March 1 , 2024 to December 31, 2026**, unless mutually extended.

This Agreement may be terminated by either the Client or Consultant individually or jointly upon sixty (60) days written notice. Compensation during the notice period would be paid by the Client to the Consultant if services are faithfully rendered to the Client.

IN WITNESS WHEREOF, The Consultant and the Client execute this Agreement as of the date first set forth in this Agreement.

WITNESS

CLIENT

Name:

Title:

Name:

Title:

WITNESS

CONSULTANT

Ben Carlisle , AICP, LEED

President

Carlisle/Wortman Associates, Inc.

**ATTACHMENT I
FEES**

PLANNING SERVICES

A. Hourly Rate Schedule

All Planning work will be performed on an hourly basis in accordance with the rate schedule shown below. Such work shall include but is not limited to the following:

- ❖ Telephone/email consultation with Client staff.
- ❖ Development review including site plan, rezonings, and special use analysis.
- ❖ Zoning consultation including text amendments.
- ❖ Meeting attendance for Township Board, Planning Commission, Zoning Board of Appeals, and development related meetings.
- ❖ Keeping Township Officials informed about changes in State planning and zoning enabling legislation, grant programs, and latest planning issues.
- ❖ Yearly training workshops on topics requested by Township.
- ❖ Minor ordinance amendments and studies.

Project Team	2024 Rate	2025 Rate	2026 Rate
Senior Principal (Dick Carlisle)	\$140.00	\$145.00	\$150.00
Principal (Sally Elmiger)	\$130.00	\$135.00	\$140.00
Senior Associate	\$120.00	\$125.00	\$130.00
Planner	\$115.00	\$120.00	\$125.00
Graphics (GIS) Technician	\$100.00	\$105.00	\$110.00
Support Staff	\$85.00	\$90.00	\$95.00

B. Major Studies and Amendments

From time to time, the Client may request more in-depth studies, amendments, etc. In such cases, the consultant will bill time based on current hourly rates or provide the Client with a written not-to-exceed cost proposal, if requested.

**ANN ARBOR CHARTER TOWNSHIP
PLANNING COMMISSION MEETING MINUTES
Township Hall – 3792 Pontiac Trail
February 5, 2024 7:30 P.M.**

I. ROLL CALL, ESTABLISH QUORUM

Chair Kotila called the meeting to order at 7:30pm.

Present:

Richard Bunch John Allison
 Richard Bunch
 Lee Gorman
 Peter Kotila
 Karen Mendelson

Absent: Jill Sweetman Lada
 Randolph Perry

Also Present: Township Attorney Sarah Gabis (Bodman PLC); Township Planner
 Sally Elmiger (Carlisle Wortman); Planning Assistant Jennifer Morris;
 Supervisor Diane O’Connell

II. CITIZEN PARTICIPATION

None

II. APPROVAL OF MINUTES

January 11, 2024 Draft Ann Arbor Charter Township Planning Commission Meeting

MOTION by Bunch, support by Gorman, to amend and approve the January 11, 2024 Regular Planning Commission meeting minutes as follows:

- p. 3, 4th paragraph, first line, amend to read: . . . criteria and timeframe . . .
- p. 4, 3rd bullet, amend as follows: In response to ~~questions~~ a question from Commissioner Bunch . . .
- p. 4, next to last line, correct typo: public~~9~~
- Correct the spelling of Commissioner Lada’s name from ~~Leda~~ to Lada, where that occurs.

Motion passed unanimously by voice vote.

January 11, 2024, Draft Planning Commission Closed Session Minutes

MOTION by Gorman, support by Allison, to approve the January 11, 2024 Closed Session Meeting Minutes.

Motion passed unanimously by voice vote.

January 23, 2024 Draft Workshop Minutes

MOTION by Allison, support by Bunch, to approve the January 23, 2024 Workshop Meeting Minutes as submitted.

Motion passed unanimously by voice vote.

IV. COMMUNICATIONS

January 22, 2024, Draft Ann Arbor Charter Township Board of Trustees Meeting

Commissioner Allison reviewed highlights of the January 22, 2024 Board of Trustees meeting.

V. PUBLIC HEARINGS

None

VI. NEW BUSINESS

None

VII. OLD BUSINESS

None

VIII. ITEMS FOR DISCUSSION

A. Annual Update of Planning Commission Policies

Referencing her written memorandum, Township Attorney Gabis led a discussion of the Planning Commission Bylaws as they related to State Law, specifically in matters of conflict of interest (Section 13 of the Bylaws), and when a Commissioner should abstain from a vote (Section 8.3 of the Bylaws) or be recused because of a conflict of interest.

After lively discussion, the consensus of the Commission appeared to support looking at revising Section 13 to more closely conform to State law. It was noted that if the Bylaws were going to be revised on one topic, the Bylaws in their entirety should be reviewed, and Chair Kotila suggested placing potential Bylaws revisions on a future agenda.

Attorney Gabis encouraged Commissioners to read the Michigan Municipal League's Planning Commissioners Handbook, paying special attention to Chapters 5 (Making Tough Decisions) and 6 (Making Your Decisions Stick).

B. Review Plans for Master Plan public input session

Referencing her January 25, 2024 memorandum, Township Planner Elmiger reviewed process for a Master Plan Public Input meeting. The purpose of the public input meeting is to gather residents' thoughts about the draft goals in the Master Plan. Six goal topics will be discussed. Attendees will break into small groups and discuss one goal topic each, with a Planning Commissioner leading discussion for each group. The small groups will then report out to the group as a whole.

A Master Plan updated schedule was also in the packets, showing which tasks had been completed, and which were still to do. The public input meeting will be held the week of March 11.

The most recent version of the Master Plan goals – *PART 4: GOALS* – had been distributed today. The six main topics are:

1. Agriculture and rural life
2. Community identity and relationships
3. Environment
4. Transportation
5. Neighborhoods and Housing
6. Climate Resiliency

The Commission discussed *PART 4: GOALS* in detail, pointing out clerical errors and wordsmithing the document in general. Some things brought out in discussion included:

- Statements that focused on policy implementation probably should not be included in *GOALS*. For instance, under Develop Off-Road Non-Motorized Trails, the statement *The locations of potential facilities are illustrated on Map 11 in the Appendix* is not a goal statement.
- Use active instead of passive sentence structure.
- Information regarding PDRs (Purchase of Development Rights) as a farmland preservation tool would be appropriate in the implementation section.
- The Commission discussed new State law relative to locations of large solar arrays, and whether a local ordinance would have any benefit or even be enforceable. Developers might prefer working with a local ordinance because the time frame for review and approval would be shorter, but in general the new law has removed control from local municipalities.
- With input from the Township Supervisor, Commissioners discussed the current status of the draft Township’s Climate Action Plan, which is still being refined by the appointed committee. It was decided to not repeat the Climate Action Plan goals in the Master Plan, but possibly reference the Climate Action Plan after it has been approved by the Township Board.

Regarding the Master Plan Schedule update, the following was decided:

- Eliminate #11: Joint Board and Planning Commission meeting. Instead, send the *GOALS* to the Board of Trustees and receive feedback through Commissioner Allison and Board minutes.
- Township Planner Elmiger will tweak/revise the *GOALS* document, and circulate it via email to the Commission. If no substantive changes, the draft *GOALS* should be distributed to the community prior to the public input meeting. If there are substantive changes, a workshop meeting could be called for the previously scheduled date of February 15, 2024.
- Commissioners discussed the need to dedicate a workshop meeting to special study areas located at the intersections of 1) north side of Plymouth Road/Old Earhart, and 2) Hogback and Clark, and to possibly have a charrette/public input regarding potential zoning changes to those areas.

The immediate upcoming schedule was set as follows:

- February 15, 2024, workshop cancelled
- March 4, 2024, Planning Commission Monthly Meeting, 7:30 pm.
- March 12, 2024, Master Plan GOALS Public Input Session, 7:00 pm.
- March 27, 2024, Workshop – Special Study areas, 7:00 pm to 9:00 pm.

IX. INFORMATIONAL ITEMS

None

X. PUBLIC COMMENT

None

XI. ADJOURNMENT

MOTION by Bunch, support by Gorman, to adjourn the meeting.

Motion passed unanimously by voice vote.

The meeting was adjourned at 9:13pm.

ANN ARBOR CHARTER TOWNSHIP
Planning Commission Workshop Meeting Minutes
Tuesday, January 23, 2024, 7:00pm

I. ROLL CALL

Present: John Allison, Rick Bunch, Lee Gorman, Peter Kotila, Jill Lada,
Randy Perry

Also Present: Diane O’Connell, Sally Elmiger, Jennifer Morris

Absent: Karen Mendelson

II. OLD BUSINESS

A. Master Plan Discussion

1. Peter reviewed the work we’ve done to date and indicated the plan tonight was to finish reviewing the Goals in preparation for the public input session.
2. Sally reviewed the MP Goals and the history of their inclusion in past Master Plans; they show a great deal of consistency over the last 50 years.
3. The commission discussed grouping the goals under major headings, consideration of potential goals to add and reducing some of the background verbiage under some of the goals.
4. The public input session will be the week of March 11; the goals will be “finished” in our next workshop (February 15).

III. NEW BUSINESS

IV. PUBLIC COMMENT

- A.** There were no public comments.

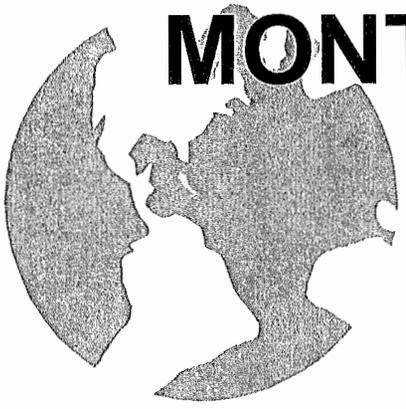
V. ADJOURNMENT

Meeting adjourned at 9:16pm.



Ann Arbor Charter Township

**UTILITIES
DEPARTMENT
MONTHLY REPORT**



January , 2023



MAINTENANCE / PROJECTS

1. **Water Samples to DEQ**
2. **Miss Dig Program**
3. **Sanitary Sewer Manhole Inspection**
4. **Cleaned and Painted WCC Station**
5. **Weekly Generator Run Test**
6. **Locate and Fix Stop Boxes**
7. **Weekly Station Checks**
8. **Station Calibration**
9. **Water Meter Billing**
10. **Checked SCADA Alarms**
11. **Cleaned Stations**
12. **Cleaned Shop**
13. **Changed out Meter Remotes**
14. **Picked up Masks**
15. **Generator Maintenance**
16. **Barton Hills Corrie Rd.**
17. **Plow Snow**
18. **Replace and Add Elec. Heaters to Stations**
- 19.
- 20.

MEETINGS – SEMINARS

1. Adam Miss Dig Meeting
2. All Seasons
3. Updating Meeting Room Sound and Projection
- 4.
- 5.

PLAN REVIEWS

1. Maple Ridge PWS

TOPICS TO DISCUSS

1. Water Main Break
- 2.

ANN ARBOR CHARTER TOWNSHIP
FIRE DEPARTMENT
JANUARY 2024 - TOWNSHIP BOARD REPORT





Fire Department Activity Report for January 2024

INCIDENTS:

❖ Structure Fire	4
❖ Other Fire	2
❖ Fire Alarm	12
❖ Haz-Mat/Gas Leak/CO	4
❖ Hazardous Conditions	2
❖ Wires Down	1
❖ Station Coverage	3
❖ EMS	55
❖ MVC w/injuries	8
❖ Vehicle vs Pedestrian	3
❖ PDC	43
❖ Extrication/Tech Rescue	1
❖ Canceled before Arriving	35
❖ Good Intent	19
❖ Burning Compliant	1
❖ Assist Police/Other	1

The department responded to a total of 196 incidents during the period.

During the month of January, the Ann Arbor Township Fire Department provided mutual aid twenty-six (26) times and received mutual aid assistance nine (9) times.

PAID-ON-CALL (POC) STAFF ACTIVITY:

The department responded to 196 incidents during the month of January, and of those 196 incidents, paid-on-call staff responded to 156 incidents. This represents one or more paid-on-call firefighters responding to 80% of our dispatched incidents.

RECRUITMENT / RETENTION:

The department has received one application for paid-on-call firefighter, which is in the early stages of review.

TRAINING / EVENTS:

On January 18, 20, 22, 25, 27, and 29, Ann Arbor Township Fire Department - Hiring Class 2024-1, began their fire department orientation and initial training program. The following topics were presented:

- ❖ Department Orientation
- ❖ Compliance Training
 - Blood Borne Pathogens
 - Michigan Right-to-Know
 - Material Safety Data Sheets
 - Energy Control Operations (Lockout / Tagout)
- ❖ Uniform Maintenance
- ❖ Personal Protective Equipment (PPE) Donning / Doffing

- ❖ EMS Operations Orientation
- ❖ Fire Operations Orientation
- ❖ Water Supply Systems
- ❖ Area Familiarity and Maps
- ❖ Mobile Data Computers
- ❖ Traffic Incident Management / Traffic Safety
- ❖ Incident Response / Parking
- ❖ Fire Attack Lines
- ❖ Scene Safety Considerations
- ❖ Communications System / Equipment

On January 4, 6, 8, 11, 13, 15, 18, 20, 22, 25, 27, and 29, fire department trainees attended the Ann Arbor Township Fire Department Emergency Medical Technician Academy. The following topics were presented:

- ❖ Trauma Overview
- ❖ Bleeding
- ❖ Soft-Tissue Injuries
- ❖ Face and Neck Injuries
- ❖ Head and Spine Injuries
- ❖ Chest injuries
- ❖ Abdominal and Genitourinary Injuries
- ❖ Musculoskeletal Injuries
- ❖ Obstetrics and Neonatal Care
- ❖ Pediatric Emergencies
- ❖ Geriatric Emergencies
- ❖ Patients with Special Challenges
- ❖ Transport Operations
- ❖ Vehicle Extrication & Special Rescue

On January 6, Chief Nicholai attended the Washtenaw Area Mutual Aid Association – Fire Chiefs Meeting.

On January 16, firefighters attended weekly training. Training was conducted on fire department standpipe systems. Members were instructed on how to connect to and utilize fire standpipe systems.

On January 23, fire department fire officers attended a command staff meeting.

On January 27, the fire department assisted the All Seasons Senior Living complex with a fire drill.

On January 30, fire personnel attended weekly training. Members were instructed on writing fire and patient care reports utilizing the department's computer reporting software.

Respectfully Submitted,

Mark A. Nicholai

Fire Chief



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

February 11, 2024

To: Diane O'Connell, Ann Arbor Township Supervisor
From: John Cratsenburg, Lieutenant
Through: Keith Flores, Police Services Commander
Re: January 2024 Police Services Monthly Report

Monthly Numbers:

Calls for Service:	552
Traffic Stops:	37
Traffic Crashes:	18
Animal Complaints:	4
Citations:	9

Significant Incident:

24-2070 2500 Block of Country Club Death Investigation
Deputies were dispatched to the location for a subject that found her adult son deceased. There were no signs of foul play and or medical history. Appears to be natural at this time.

No other incidents of note.

In/Out of Area Time:

Into Area Time: 85
Out of Ann Arbor Township – Collab: 630



ANN ARBOR TOWNSHIP MONTHLY POLICE SERVICES DATA

January 2024

JERRY L. CLAYTON
SHERIFF

Incidents	Month 2024	Month 2023	% Change	YTD 2024	YTD 2023	% Change
Traffic Stops	37	101	-63%	37	101	-63%
Citations	9	18	-50%	9	18	-50%
Drunk Driving (OWI)	0	0	-	0	0	-
Drugged Driving (OUID)	0	0	-	0	0	-
Calls for Service Total	552	345	60%	552	345	60%
Calls for Service <i>(Traffic stops and non-response medicals removed)</i>	473	222	113%	473	222	113%
Robberies	0	0	-	0	0	-
Assaultive Crimes	0	0	-	0	0	-
Home Invasions	0	0	-	0	0	-
Breaking and Entering's	1	0	+	1	0	+
Larcenies	1	1	0%	1	1	0%
Vehicle Thefts	0	0	-	0	0	-
Traffic Crashes	18	12	50%	18	12	50%
Medical Assists	11	1	1000%	11	1	1000%
Animal Complaints <i>(ACO Response)</i>	4	0	+	4	0	+
In/Out of Area Time	Month <i>(minutes)</i>	YTD <i>(minutes)</i>	+ = Positive Change - = Negative Change			
Into Area Time - A2	85	85				
Out of Area Time - Collab	630	630				
Investigative Ops (DB)	0	0				
Secondary Road Patrol	210	210				
County Wide	2	2				
Banked Hours	Hours Accum.	Previous Balance	Hours Used	Balance		



ANN ARBOR TOWNSHIP MONTHLY POLICE SERVICES DATA

January 2024

JERRY L. CLAYTON
SHERIFF

January Collab				
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Out of Area Time

For: 01/01/2024 thru 01/31/2024



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	WDHILLJ	E CLARK RD	BACKUP DISPATCHED CALLS	24000046	Assist YPT Units w fire - approv SGT Pennington	09:20:00	10	1/1/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	PITTSFIELD TOWNSHIP	WDURBANS	PITCH PINE LN W	BACKUP DISPATCHED CALLS	240000727	cls-K9 REQUEST FOR MISSING PERSON, SGT HOUK APPROVED	17:50:00	20	1/3/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHALLR	NASH AVE	BACKUP DISPATCHED CALLS	240001300	BACK UP YPSI TOWNSHIP WITH SHOOTING - APPROVED BY SERGEANT HOGAN provided assistance to Dep. Shankland // Dep. Shankland requested additional unit to stop due to a disorderly intoxicated driver // no other units were closer // provided assistance // ok per Sgt. Bynum	20:10:00	10	1/5/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDGERWIGB	N FORD BLVD/HOLMES RD	BACK-UP TRAFFIC STOP	240001723	ASSIST 729 W/FAL TO STQP / OCCUPANTS FOOT DAILED INTO TRAILER / APPROVED BY SGT. ERBES	21:30:00	15	1/7/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSIRIANNJ	RIDGE RD/E CLARK RD	BACK-UP TRAFFIC STOP	240002006	ASSIST TOWNSHIP DEP ON FLEE & ELUDE / BARRICADED SUBJ / PER SGT ERBES	00:45:00	35	1/8/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDDUONGJ	RIDGE RD/E CLARK RD	BACK-UP TRAFFIC STOP	240002008	ASSIST TOWNSHIP DEP ON FLEE & ELUDE / BARRICADED SUBJ / PER SGT ERBES	00:50:00	30	1/8/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	COUNTY OWNED PROPERTY	WDMCGRADYP	HOGBACK RD	BACKUP DISPATCHED CALLS	240003868	reported fire at jail, assist fd, Sgt Arts approved	11:08:00	52	1/15/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDGERWIGB	E MICHIGAN AVE	BACKUP DISPATCHED CALLS	240004280	assisted Dep. Parraquin investigate a possible domestic with both parties on scene // ok per Sgt. Bynum	22:00:00	30	1/18/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDTRIPPB	E MICHIGAN AVE/RAWSONVILLE RD	TRAFFIC STOP	240005080	ASSISTED 7M3 WITH SFSTS; PER SGT WILLIAMS clearing from 24-5399 // observed vehicle drive with no lights on // stop was unavoidable due to weather conditions and time of day	21:35:00	16	1/19/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDGERWIGB	E MICHIGAN AVE/DONS DR	TRAFFIC STOP	240005405	back up Ytown on a FA, Sgt Bynum approved	23:55:00	6	1/20/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHILLD	BELLERS CT	BACKUP DISPATCHED CALLS	240006334	ASSIST YPSI TWP DEPS ON POSSIBLE FA INVOLVING A FIREARM APPROVAL TO ASSIST PER SGT, BYNUM	22:16:00	15	1/24/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDNEDDOK	BELLERS CT	BACKUP DISPATCHED CALLS	240006334	assist Mizar w edn, Sgt Hogan approved	22:20:00	8	1/24/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	SALEM TOWNSHIP	WDMCGRADYP	CANTERBURY LN	BACKUP DISPATCHED CALLS	240007034	SHOOTING SUSPECTS IN YPT (CHESTNUT BLVD) APPROVED BY SGT, ERBES	13:10:00	48	1/27/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHEOGARCIAR	N CONGRESS ST/N SUMMIT ST	BACKUP DISPATCHED CALLS	240007349	YPD was sent to a shorts fired complaint in the area of Congress/Summit // Dispatch advised that parties were calling advising they were headed to SJMH // headed to SJMH // Dispatch advised that the suspects were now on Chestnut Dr // Ypsi Twp Deps made the location and located S1 and S2 vehicles // I made the area to provide assistance // ok by Sgt. Erbes	16:35:00	85	1/28/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDGERWIGB	N CONGRESS ST/N SUMMIT ST	DISPATCHED CALLS	240007349	SPANISH TRANSLATION FOR POSSIBLE AWJM CASE, OIC DEPUTY RAAB APPROVED BY SGT, HOUK	16:50:00	40	1/28/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHEOGARCIAR	STA 2 SPANISH TRANSLATION	BACKUP DISPATCHED CALLS	24-7505	ASSIST BACK UP TO SGT HOUK ER TRAFFIC	15:50:00	201	1/29/2024	
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDFARMERH	CALDER ST/SENECA ST	BACKUP DISPATCHED CALLS	240008063		12:10:00	10	1/31/2024	
								Sum:	890	



Into Area Time

For: 01/01/2024 thru 01/31/2024

Reporting Area	Reporting Area	Location	Location	Activity Category	Number of Number	Comments	Start Time	Duration in Minutes	Start Date
YPSILANTI TWP	ANN ARBOR TWP	WDBELLASE	WESTRIDGE RD	BACKUP DISPATCHED CALLS	240000200	BU THE LONE SUT UNIT ON A FAMILY TROUBLE IN ANN ARBOR TOWNSHIP PER LT CRATS	08:10:00	30	1/2/2024
SALEM TWP	ANN ARBOR TWP	WDMIZERK	PONTIAC TRL	BACKUP DISPATCHED CALLS	240002220	ASSIST ANT WITH B&E WITH S1 ON SCENE - NO SUT/ANT AVAILABLE TO BACK - OK PER SGT. Hogan	18:25:00	55	1/9/2024
							Sum:	85	



COLLEGE OF BUSINESS

UNIVERSITY OF MICHIGAN-DEARBORN

Fairlane Center South
19000 Hubbard Drive
Dearborn, MI 48126-2638
(313) 593-5460 Fax (313) 271-9838
umdearborn.edu/cob

Dear Community Leader,

Thank you for your participation in UM-Dearborn's 2023 eCities program!

Each year, the eCities project collects and analyzes data across Michigan communities as it relates to entrepreneurship, economic development, and job growth. Specifically, the study examines five-year's worth of publicly available data relating to community growth and investment metrics that impact the business community. This information is available on the performance report and showcases your community's progress on a number of key values. Further, the data points are benchmarked against the State of Michigan, as well as the other 276 participating communities, allowing you to easily interpret your results. Award certificates are included for communities that showed the most success numerically over the last five years. Top performers are considered five-star communities, while the next best performers are four-star communities.

In addition, we invited each community to complete the honored community survey, which included questions about business climate improvement efforts and small business support. If your community participated in this portion of the project, a report card containing reviewer feedback about your entries is included.

Summary details of the project are available on the eCities website,
<https://umdearborn.edu/cob/business-community/office-engagement-and-impact/entrepreneurship/ecities>.

We would like to commend your community for its commitment to development and growth. We will send you an email when the 2024 eCities project commences. We hope that you will join us so that we can continue supporting development across Michigan. If you have any questions before then, please feel free to contact me.

Thank you for your involvement in this project.

A handwritten signature in black ink that reads "Kari L. Kowalski".

Kari Kowalski
iLabs Project Manager
College of Business
University of Michigan-Dearborn

ANN ARBOR CHARTER TOWNSHIP

PERFORMANCE REPORT



	DATA POINT	FIVE-YEAR COMMUNITY TREND	FIVE-YEAR COMPARISON TREND
A1	Real Commercial Property	7.18%	6.54%
A2	Real Industrial Property	0.11%	4.58%
A3	Total Real Property	5.23%	6.29%
A4	Personal Commercial Property	9.03%	1.80%
A5	Personal Industrial Property	-23.44%	2.09%
A6	Total Personal Property	3.72%	4.38%
A7	Total Overall Property	5.14%	6.16%
B1	Non-Depreciated Governmental Assets	5.23%	2.06%
B2	Depreciated Governmental Assets	4.23%	3.56%
B3	Total Governmental Assets	4.93%	3.42%
C1	Non-Homestead Tax Rate	0.56%	0.13%

eCities examines eleven data points relating to community growth and investment metrics. Using the past five years' data (2018-2022) this document reports your community's growth rate ("Five-Year Community Trend" column) for each data point. The equivalent growth rates, ("Five-Year Comparison Trend" column), are displayed for the state of Michigan values for the first seven points, and the last four points for the 277 eCities 2023 participating communities.

A1-A7 are property values within the community as reported by the Michigan Department of Treasury.

B1-B3 are the year-end governmental assets as reported on your annual audited financial reports.

C1 is the tax rate(s) for non-homestead (non-PRE) properties within the community as reported by the Michigan Department of Treasury.

eCities 2023



HONORED COMMUNITY

2023

PARTICIPATING
COMMUNITY



DEARBORN

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ANN ARBOR CHARTER TOWNSHIP