

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2011 REGULAR MEETING**

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

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser, Township Resident voiced her opposition to adding items to the Consent Agenda.

Angela Barbash, Township Resident thanked the Board Members that came to support the Speak Peace West Willow Community Picnic and Rally. She stated the New West Willow Association had written a letter asking for the revocation of the Grove Road Dairy Mart liquor license.

Cynthia McGinnis, Township Resident stated she was more comfortable going to Dairy Mart since it was under new management.

Mark Silverton, Township Resident said he supported the Dairy Mart and appreciated it being close to his home. He thanked the Board for "cleaning the place up."

Keith Bonn, Township Resident reiterated that there had been improvements at the Dairy Mart.

Dale Williams, Township Resident said he now felt safer going to the Dairy Mart than he did before.

CONSENT AGENDA

- A. MINUTES OF THE JULY 13, 2011 SPECIAL MEETING, JULY 19, REGULAR MEETING AND JULY 25, 2011 SPECIAL MEETING**
- B. JULY 2011 TREASURER REPORT (see attached)**
- C. STATEMENTS AND CHECKS FOR AUGUST 2, 2011 AND AUGUST 16, 2011**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Consent Agenda Items as listed. The motion carried unanimously.

SUPERVISOR REPORT

Supervisor Stumbo stated a memorial service was held for Gary Lily, a Veteran and real estate representative on Sunday, August 14, 2011 at the Civic Center.

She said the 2012 Draft Budget would be distributed to the Board after the meeting and it would also be available on the website.

**CHARTER TOWNSHIP OF YPSILANTI
AUGUST 16, 2011 REGULAR MEETING MINUTES
PAGE 2**

CLERK REPORT

- Redistricting Plans for both the state and federal boundaries are being challenged in court. Until court decision is made the Clerk's office will be required to wait to issue new voter registration cards with the federal and state changes.
- Repairs to sound and recording system in boardroom are underway and almost completed. Microphones are no longer voice activated and are live at all times. The repairs were necessary because of the inability to record the minutes of the meetings and to prepare for future live video recordings of board meetings.
- Free press reported that the Republican Primary may be a closed primary and most likely will take place on February 28, 2012.
- Work is in progress to have new maps printed for both the precinct maps for Ypsilanti Township and the County Commissioner Districts that will be impacted by the state and federal district boundary changes.
- Processing requests for streetlights, speed bumps, and sidewalks by residents.
- Working with DTE for complete circuit replacement of streetlights in West Willow. Plans are underway to complete this year. Currently waiting on permit from road commission to begin work in West Willow. This will help because of the age of the lines and repeated outages related to line problems in this part of the township.
- RIVER UP – Attended a visit to the Huron River in both Ann Arbor and the City of Ypsilanti in support of improvements for canoe portages on both sides of the Superior Dam location. At the new Ingstrom Plant (prior Ypsilanti Ford Motor Company Plant) plans are underway for removing the fencing along the river that divides the property and the parking lot and to build a connection of bike paths and trails to North Bay Park trails and bridges most likely under I-94. Both projects are being funded through community foundation grants, Wolf Pack, Michigan League of Conservation Voters, National Wildlife Federation and Huron River Watershed Council and Tom Buhr and John Carver. This project is very exciting and is seeking to bring attention to the Huron River to create new recreational opportunities, increase in water trail usage, and to promote economic development along the river.

TREASURER REPORT

Treasurer Doe stated another dog clinic was scheduled for September 17, 2011 from 9:00 a.m. to Noon at the Civic Center. He said 2,357 dog licenses were sold in the first eight months of 2011, compared to 1,741 for all of 2010.

ATTORNEY REPORT

- A. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION, IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT AGAINST RESPONSIBLE PARTIES TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 2311 MERRILL**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize of legal action, if necessary, in Washtenaw County Circuit Court against responsible parties to abate public nuisance for the property located at 2311 Merrill.

Attorney Winters provided a brief overview of the property's condition, which was owned by Fannie Mae. He said the home had not been maintained and was on the verge of collapsing.

The motion carried unanimously

B. GROVE ROAD DAIRY MART UPDATE

Attorney Winters began by stating that both the Textile Road and Grove Road Dairy Mart maintenance violations were taken care of through Consent Orders of the Circuit Court but other issues still existed.

Attorney Winters provided an in-depth overview of the three cases concerning the sale of alcohol to minors, the licensee's attempt to bribe Detective Robbins in an effort to avoid prosecution and the involvement of the Michigan Liquor Control Commission. He stressed that he and the Board felt the 60-day suspension was not enough and the Michigan Liquor Control Commission (MLCC) needed to look into the interpretation of the 12-month period. Attorney Winters stated that another sale of alcohol to a minor occurred at the Textile Road Dairy Mart on Aug. 2, 2011.

Trustee Eldridge question if there was a third violation in December of 2009 that the LCC grouped together.

Mike Radzik, OCS Director explained that the Sheriff's Department submitted complaints on four (4) different sales to minors. Two incidents occurred on two different days in December of 2009 and the other two occurred at the same time, with two separate decoys in June of 2010. Mr. Radzik said the Liquor Control Commission considered the 2010 incidents to be one incident since they occurred at the same time.

Attorney Winters said he believed the solution was to get the law changed to 12 consecutive months rather than a calendar year. He felt the Board's efforts should be to focus on making change in state law.

Trustee Eldridge asked if the bribery attempt was charged in court.

Lt. Jim Anuszkiewicz replied that it was sent to the Washtenaw County Prosecutor's office but the charge was denied.

Trustee Eldridge requested the public documents concerning this.

Supervisor Stumbo stressed that the employees were wrong to sell alcohol to minors. She said there were two recent victims, who were killed by drunk drivers in the township. She admonished the owner and said he had a responsibility to the community to protect our youth and not sell alcohol to them.

C. GENERAL LEGAL UPDATE

Attorney Winters provided an update on the Taft Street fire.

Attorney Winters reported the actual owners of Lucas Coney Island on Washtenaw had been located. He said they were unaware of the incidents that

had occurred there and had agreed to cooperate. Attorney Winters said the business would now close between 1:30 a.m. and 4:00 a.m. on Saturday nights.

NEW BUSINESS

1. BUDGET AMENDMENT #9

Clerk Lovejoy Roe read the Budget Amendment into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Budget Amendment #9 (see attached). The motion carried unanimously.

2. RESOLUTION NO. 2011-21 APPROVING CHANGE IN REMARKETING AGENT (SERIES 2005B BONDS) AND NEW REMARKETING AGREEMENT WITH STERNS BROTHERS & CO. AND AUTHORIZATION TO SIGN AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Resolution No. 2011-21, Approving Change In Remarketing Agent (Series 2005B Bonds), the new Remarketing Agreement with Sterns Brothers & Co. and to authorize signing of the agreement (see attached). The motion carried unanimously.

Tom Colis, of Miller, Canfield, Paddock and Stone, P.L.C explained the advantages of changing the Township's remarketing agent.

3. WASHTENAW COUNTY ROAD COMMISSION 2011 YPSILANTI TOWNSHIP THIRD AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the Washtenaw County Road Commission 2011 Ypsilanti Township Third Agreement and to authorize signing of the agreement (see attached). The motion carried unanimously.

4. ACCEPT RETIREMENT OF KATHY COLLINS, 14-B DISTRICT COURT ADMINISTRATOR EFFECTIVE DECEMBER 10, 2011

A motion was made by Trustee Hall Currie, supported by Scott Martin to accept the retirement of Kathy Collins, 14-B District Court Administrator effective December 10, 2011. The motion carried unanimously.

Supervisor Stumbo said that Kathy would be missed. Judge Pope recommended not filling that position and combining two positions for a savings of approximately \$40,000.

5. ACCEPT RESIGNATION OF JAMES DAY FROM THE YPSILANTI TOWNSHIP CIVIL SERVICE COMMISSION, EFFECTIVE IMMEDIATELY

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to accept the resignation of James Day from the Ypsilanti Township Civil Service Commission, effective immediately. The motion carried unanimously.

6. APPOINTMENT OF CLERK KAREN LOVEJOY ROE TO COUNTY WIDE TRANSIT BOARD

A motion was made by Trustee Hall Currie, supported by Treasurer Doe to appoint Clerk Karen Lovejoy Roe to County Wide Transit Board. The motion carried unanimously.

7. RESOLUTION NO. 2011-18, TEMPORARY ROAD CLOSURE FOR NEW BALANCE "GIRLS ON THE RUN" 5K RACE

8. RESOLUTION NO. 2011-19, TEMPORARY ROAD CLOSURE FOR JAYCEES ANNUAL "RUNNING THE RAILS" 5K AND 10K RACE

9. RESOLUTION NO. 2011-20, TEMPORARY ROAD CLOSURE FOR GRACE FELLOWSHIP CHURCH AND ST. MARY LUTHERAN CHURCH "MEET ON THE STREET COMMUNITY BLOCK PARTY"

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Resolution No. 2011-18, Temporary Road Closure for New Balance "Girls On The Run" 5K Race, Resolution No. 2011-19, Temporary Road Closure for Jaycees Annual "Running The Rails" 5K and 10K Race and Resolution No. 2011-20, Temporary Road Closure for Grace Fellowship Church and St. Mark Lutheran Church "Meet on the Street Community Block Party". The motion carried unanimously.

10. TOWERCO ASSETTS, LLC, SITE M12131-FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) FOR PROPERTY LOCATED AT 1865 CADILLAC STREET

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve TowerCo Assets, LLC Site M12131-First Amendment to Communication Site Lease Agreement (Ground) for property located at 1865 Cadillac Street (see attached). The motion carried unanimously.

11. REQUEST OF JAVONNA NEEL, ACCOUNTING DIRECTOR TO ANNUALLY SUBSCRIBE TO MUNETRIX WEB-BASED FINANCIAL INFORMATION TO MEET TRANSPARENCY DIRECTIVE TO BE PAID FROM LINE ITEM #101.201.000.707.000

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the annual subscription to Munetrix Web-Based Financial Information to meet the Transparency Directive. The motion carried unanimously.

Javonna Neel, Accounting Director gave a brief overview of the information the website would provide.

12. SET PUBLIC HEARING DATE OF TUESDAY, SEPTEMBER 20, 2011 AT APPROXIMATELY 7:00 P.M. – 2011 SPECIAL ASSESSMENT LEVY

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to set Public Hearing date of Tuesday, September 20, 2011 at approximately 7:00 P.M. – 2011 Special Assessment Levy. The motion carried unanimously.

OTHER BUSINESS

Attorney Winters stated at the Regular Meeting on July 19, 2011 the Board, authorized Treasurer Larry Doe and himself to participate in the County's online property auction. He said three Michigan Avenue properties were acquired: 2485 E. Michigan (former Adult Bookstore), 2094 E. Michigan and 2084 E. Michigan. Attorney Winters said these properties would help revitalize that area once investment and redevelopment occurs.

Supervisor Stumbo said the Sesi-Lincoln-Mercury Dealership on Michigan Avenue would be closing because Mr. Sesi felt it was not financially possible to make the dealership changes that Ford wanted. Supervisor Stumbo stated that Rick Fisher of Fisher Honda had put an offer on the Sesi property.

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF JEFF ALLEN, RSD DIRECTOR FOR RECONSIDERATION OF PRIOR BOARD ACTION REGARDING UTILITIES INSTRUMENTATION SERVICES (UIS) AND AUTHORIZATION OF UIS OF YPSILANTI AS A SINGLE SOURCE PROVIDER, TO INSTALL RADIO-COMMUNICATION EQUIPMENT AT THE HYDRO STATION AND AT YCUA (STATE ST.) IN THE AMOUNT OF \$8,357.00, BUDGETED IN LINE ITEM #252.252.000.977.000**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize UIS of Ypsilanti as a Single Source Provider for the installation of Radio Communication Equipment at the Hydro Station and at YCUA (State St.) in the amount of \$8,357.00.

Jeff Allen, Residential Services Director reiterated that YCUA would only allow UIS to work on their equipment so other companies would have to bid and then pay UIS, thus increasing the cost.

The motion carried unanimously.

- 2. REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR AUTHORIZATION TO SIGN ALL COMCAST SERVICE AGREEMENTS, PENDING ATTORNEY REVIEW FOR ITEMS OUTLINED IN MEMO**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the request of Travis McDugald, IS Manager for authorization to sign all Comcast Service Agreements, pending Attorney Review for Items Outlined in Memo. The motion carried unanimously.

- 3. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK BIDS FOR AN UPGRADED VOICE COMMUNICATION SYSTEM AT ALL TOWNSHIP LOCATIONS**

A motion was made by Treasurer Doe , supported by Clerk Lovejoy Roe to approve seeking bids for an upgraded voice communication system at all Township locations. The motion carried unanimously.

Trustee Mike Martin commented that Travis McDugald, IS Manager had come to the Board well prepared with details of how the improvements could be made and save the Township money.

**CHARTER TOWNSHIP OF YPSILANTI
AUGUST 16, 2011 REGULAR MEETING MINUTES
PAGE 7**

4. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR TELEPHONE UTILITY SERVICES FOR ALL TOWNSHIP LOCATIONS

A motion was made by Trustee Hall Currie, supported by Trustee Scott Martin to approve seeking proposals for Telephone Utility Services for all Township locations. The motion carried unanimously.

5. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO PARTICIPATE IN THE STATE OF MICHIGAN MIDEAL PROGRAM FOR AN ANNUAL MEMBERSHIP FEE OF \$270.00, BUDGETED IN LINE ITEM #101.267.000.941.000.

A motion was made by Clerk Lovejoy Roe supported by Trustee Eldridge to approve participation in the State of Michigan Mideal program, with an annual membership fee of \$270.00. The motion carried unanimously.

ADJOURNMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 8:18 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
2011 BUDGET AMENDMENT #9
August 16, 2011

101 - GENERAL OPERATIONS FUND

Total Increase \$160,000.00

Increase the legal service expenditure budget line item in general fund due to the higher volume of the Townships successful litigation for clean up. The amount will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101.000.000.699.000	\$140,000.00
		Net Revenues	<u>\$140,000.00</u>
Expenditures:	Attorney Litigation	101.210.000.801.002	\$120,000.00
	Legal Ser - WCBOC	101.210.000.801.021	\$20,000.00
		Net Expenditures	<u>\$140,000.00</u>

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2007-2010 PPT that require refunds to tax payers. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues:	Prior Year Fund Balance	101.000.000.699.000	\$20,000.00
		Net Revenues	<u>\$20,000.00</u>
Expenditures:	Tax Refund Expenditures	101.956.000.956.006	\$20,000.00
		Net Expenditures	<u>\$20,000.00</u>

206 - FIRE FUND

Total Increase \$89,000.00

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2007-2010 PPT that require refunds to tax payers. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues:	Prior Year Fund Balance	206.000.000.699.000	\$89,000.00
		Net Revenues	<u>\$89,000.00</u>
Expenditures:	Tax Refund Expenditures	206.206.000.956.010	\$78,000.00
	Tax Refund Expenditures-Fire Pension	206.852.000.956.010	\$11,000.00
		Net Expenditures	<u>\$89,000.00</u>

**212 - BIKE, SIDEWALK, RECREATION, ROAD AND
GENERAL OPERATIONS FUND (BSR II)**

Total Increase \$28,000.00

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2007-2010 PPT that require refunds to tax payers. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

CHARTER TOWNSHIP OF YPSILANTI
2011 BUDGET AMENDMENT #9
August 16, 2011

Revenues: Prior Year Fund Balance	212.000.000.699.000	<u>\$28,000.00</u>
	Net Revenues	<u>\$28,000.00</u>
Expenditures: Tax Refund Expenditures	212.212.000.956.010	<u>\$28,000.00</u>
	Net Expenditures	<u>\$28,000.00</u>

226 - ENVIRONMENTAL SERVICES FUND **Total Increase** \$45,000.00

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2007-2010 PPT that require refunds to tax payers. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues: Prior Year Fund Balance	226.000.000.699.000	<u>\$45,000.00</u>
	Net Revenues	<u>\$45,000.00</u>
Expenditures: Tax Refund Expenditures	226.226.000.956.010	<u>\$45,000.00</u>
	Net Expenditures	<u>\$45,000.00</u>

266 - LAW ENFORCEMENT FUND **Total Increase** \$103,000.00

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2007-2010 PPT that require refunds to tax payers. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues: Prior Year Fund Balance	266.000.000.699.000	<u>\$103,000.00</u>
	Net Revenues	<u>\$103,000.00</u>
Expenditures: Tax Refund Expenditure	266.301.000.956.010	<u>\$103,000.00</u>
	Net Expenditures	<u>\$103,000.00</u>

595 - MOTOR POOL FUND **Total Increase** \$21,500.00

Increase expenditure budget for Gas & Oil and Shop supplies. Fuel costs were almost double what was anticipated. This will be funded by an excepted increase in the fuel and fluid revenue due from other funds.

Revenues: Fuel and Fluids Revenue	595-000-000-607.520	<u>\$21,500.00</u>
	Net Revenues	<u>\$21,500.00</u>
Expenditures: Gas & Oil Expenditure	595-595-000-876.000	\$21,000.00
Shop Supplies Expenditure	595-595-000-776.550	<u>\$500.00</u>
	Net Expenditures	<u>\$21,500.00</u>

EXHIBIT A

Re: Termination of Remarketing Agreement, Dated as of February 1, 2005

\$4,745,000

Charter Township of Ypsilanti, County of Washtenaw, State of Michigan
General Obligation Limited Tax Capital Improvement
Bonds, Series 2005B (Taxable)

Trustee: U.S. Bank National Association
(successor to Standard Federal – Corporate and Institutional
Trust, a Division of LaSalle Bank National Association)
535 Griswold Street, Suite 550
EX-MI-DTGR
Detroit, Michigan 48226

Bank: Comerica Bank
411 West Lafayette
Mail Code 3354
Detroit, Michigan 48226
Attention: Erica M. Knoll

19,222,015.1\099378-00013

RESOLUTION NO. 2011-21
APPROVING CHANGE IN
REMARKETING AGENT
(Series 2005B Bonds)

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Township"), held on the 16th day of August, 2011, at 7:00 o'clock p.m., Prevailing Eastern Time.

PRESENT: Members: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry J. Doe, Trustees: Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

ABSENT: Members: None

The following preamble and resolutions were offered by Member Clerk Lovejoy Roe and supported by Member Treasurer Larry J. Doe:

WHEREAS, the Township has previously issued its General Obligation Limited Tax Capital Improvement Bonds, Series 2005B (Taxable) (the "Bonds") pursuant to a Trust Indenture dated as of February 1, 2005 (the "Indenture"), between the Township and U.S. Bank National Association (successor to Standard Federal – Corporate and Institutional Trust, a Division of LaSalle Bank National Association) as trustee (the "Trustee"); and

WHEREAS, pursuant to the Indenture and a Remarketing Agreement dated as of February 1, 2005 (the "Remarketing Agreement") between the Township and Oppenheimer & Co. Inc. ("Oppenheimer"), Oppenheimer has been retained to act as Remarketing Agent and to determine the interest rate on the Bonds on a periodic basis as provided therein; and

WHEREAS, the Township has been informed by the Township's financial advisor, Stauder, Barch & Associates, Inc., that the Township could reduce the interest cost on the Bonds by replacing Oppenheimer & Co. Inc. as Remarketing Agent; and

WHEREAS, the Township has received an offer from Stern Brothers & Co. to act as successor Remarketing Agent pursuant to the Indenture; and

WHEREAS, the Township desires to remove Oppenheimer & Co. Inc. as Remarketing Agent and replace them with Stern Brothers & Co. pursuant to the Indenture.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Removal of Oppenheimer & Co. Inc. The Supervisor, Clerk and Treasurer are each authorized to request the resignation of Oppenheimer as Remarketing Agent pursuant to the Indenture and Remarketing Agreement and to execute any documentation in connection therewith.

2. Appointment of Successor Remarketing Agent. The Township hereby appoints Stern Brothers & Co. as successor Remarketing Agent pursuant to the Indenture.

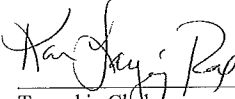
3. Approval of Remarketing Agreement. The Remarketing Agreement dated as of August 23, 2011 (the "Successor Remarketing Agreement") between the Township and Stern Brothers & Co. is hereby approved. The Supervisor and Clerk are authorized to execute the Successor Remarketing Agreement.

4. Repeal. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

AYES: Members: Supervisor Brenda Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees: Stan Eldridge, Hean hall Currie, Mike Martin and Scott Martin

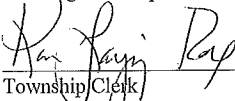
NAYS: Members: None

RESOLUTION DECLARED ADOPTED.



Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on August 16, 2011, and 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.



Township Clerk

REMARKETING AGREEMENT

THIS REMARKETING AGREEMENT, dated and effective as of August 23, 2011 (the "Remarketing Agreement"), between the CHARTER TOWNSHIP OF YPSILANTI, County of Washtenaw, State of Michigan (the "Issuer"), and STERN BROTHERS & CO., a Missouri corporation of St. Louis, Missouri (the "Remarketing Agent").

WITNESSETH:

WHEREAS, pursuant to a resolution adopted by the Issuer on August 31, 2004 (together with all appendices, supplements and amendments thereto, the "Resolution"), and a Trust Indenture (the "Indenture"), dated as of February 1, 2005, between the Issuer and U.S. Bank National Association (successor to Standard Federal – Corporate and Institutional Trust, a Division of LaSalle Bank National Association), as trustee ("Trustee"), the Issuer issued its General Obligation Limited Tax Capital Improvement Bonds, Series 2005B (Taxable) in the principal amount of \$4,745,000 (the "Bonds"); and

WHEREAS, the Bonds are payable from amounts pledged therefor under the Resolution and the Indenture; and

WHEREAS, in order to provide credit enhancement and liquidity support for the Bonds, the Issuer has arranged for an irrevocable direct pay letter of credit (the "Letter of Credit") issued by Comerica Bank, a Texas banking corporation (the "Bank") in favor of the Trustee pursuant to a Reimbursement Agreement, dated as of February 1, 2005 (as it may be amended or modified from time to time, the "Reimbursement Agreement"), between the Issuer and the Bank; and

WHEREAS, the Indenture provides that the Bonds shall bear interest at the Variable Rate (as defined in the Indenture), subject to conversion to a Fixed Rate (as defined in the Indenture); and

WHEREAS, the Indenture provides that (i) all Bonds shall be subject to mandatory tender and (ii) Bonds bearing interest at a Variable Rate shall be subject to optional and mandatory tender, in each case by the registered owners or Beneficial Owners thereof for purchase by the Trustee on the purchase dates (the "Tender Dates") established in accordance with Sections 201 and 202 of the Indenture; and

WHEREAS, the Remarketing Agent has been appointed by the Issuer as successor remarketing agent in replacement of Oppenheimer & Co. Inc., effective as of the date hereof and pursuant to Section 912 of the Indenture, to use its best efforts to remarket Bonds and the Beneficial Interests tendered for purchase and to determine the interest rate necessary to remarket the Bonds at par; and

WHEREAS, the Remarketing Agent is willing to use its best efforts to remarket the Bonds and the Beneficial Interests so tendered upon the terms and subject to the conditions

contained herein and in the Indenture and to determine the interest rate necessary to remarket the Bonds at par as provided in the Indenture;

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained the parties hereto hereby agree as follows:

1. Definitions. All capitalized terms used herein and not defined herein shall have the meanings given to them in the Indenture unless the context clearly indicates otherwise, except for the following terms, which shall have the meanings set forth below:

"1933 Act" shall mean the Securities Act of 1933, as amended.

"1934 Act" shall mean the Securities Exchange Act of 1934, as amended.

"Beneficial Interest" shall mean the interest of a Beneficial Owner in a Bond registered in the name of a nominee of The Depository Trust Company.

"Beneficial Owner" shall have the meaning assigned to such term under the caption "Description of the Bonds—Book-Entry-Only System" in the Official Statement.

"Official Statement" shall mean the Official Statement dated February 8, 2005, used in connection with the remarketing of the Bonds, as the same may be amended or supplemented.

2. Representations of the Issuer. The Issuer hereby represents to the Remarketing Agent as follows:

(a) The Issuer is a charter township duly organized and validly existing in the State of Michigan.

(b) The Issuer has authorized and approved the Official Statement and consents to the use by the Remarketing Agent of the Official Statement in connection with the remarketing of the Bonds.

(c) The descriptions and information contained in the Official Statement (other than the information relating to the book-entry-only system and the information provided by the Remarketing Agent to describe the Remarketing Agent, as to which no representation is made) are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact known to the Issuer necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(d) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending to which the Issuer is a party or as to which any property of the Issuer is subject or, to the knowledge of the Issuer, threatened against the Issuer, the outcome of which could have a material adverse effect on the consummation of the transactions contemplated by this Remarketing Agreement or could have a material adverse effect on the validity or enforceability of the Bonds, the Resolution, the

Indenture or this Remarketing Agreement or which could materially adversely affect the Issuer which is not described in the Official Statement.

(e) This Remarketing Agreement is the legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms except to the extent enforcement hereof may be limited by bankruptcy, insolvency, reorganization or any other laws or equitable principles affecting creditors' rights generally, and subject to any principles of public policy limiting the enforceability of the indemnification provisions contained herein.

(f) The Issuer has duly authorized the execution and delivery of this Remarketing Agreement and has duly and lawfully assumed all of its obligations under the Resolution and the Indenture, and no consent or approval by any governmental body (other than the Issuer) and no filing with any agency of the federal government is required for the execution and delivery of this Remarketing Agreement by the Issuer or the full effectiveness hereof with respect to the Issuer. The execution and delivery of this Remarketing Agreement and the performance of the Issuer's obligations hereunder, will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under the terms of, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Issuer pursuant to the terms of, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Issuer is bound or to which any of the property or assets of the Issuer is subject, which would affect the validity of this Remarketing Agreement or the legal authority of the Issuer to comply with the terms hereof; nor will such action result in a violation of any statute or any rule or regulation of any court or governmental agency or other body in the United States having jurisdiction (except for the application of the various state securities or Blue Sky laws, as to which no representation is made) over the Issuer which would affect the validity of any of this Remarketing Agreement or the legal authority of the Issuer to comply with the terms hereof.

(g) To the best knowledge of the Issuer, no event of default has occurred pursuant to the Indenture.

(h) The Issuer shall cooperate with the Remarketing Agent in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Remarketing Agent may request; and the Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Remarketing Agent as the Remarketing Agent may reasonably request in connection therewith; provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction or make any additional representations or warranties in connection with the sale of securities, or to subject itself to service of process in any state or jurisdiction outside of the State of Michigan. The Issuer consents to the use of the Official Statement by the Remarketing Agent in obtaining such qualification.

3. Representations and Covenants of the Remarketing Agent. The Remarketing Agent hereby represents and covenants to the Issuer that:

(a) The Remarketing Agent is authorized to perform all of the duties imposed on it hereunder and under the Indenture and agrees to abide by all of the provisions of the Indenture insofar as it governs its activities as remarketing agent for the Bonds.

(b) The office of the Remarketing Agent is Stern Brothers & Co., 3104 Creekside Village Drive, Suite 204, Kennesaw, Georgia 30144, Attn: Don Clements/VRDN Trading Desk.

(c) The Remarketing Agent will comply with federal securities laws and state Blue Sky laws (to the extent applicable) in performing its duties hereunder.

(d) The Remarketing Agent will use its best efforts to solicit purchases of all Bonds and Beneficial Interests in the Bonds required to be repurchased on any Tender Date from sophisticated investors which customarily purchase taxable securities in large denominations at a price of par. Any such remarketing must be an endeavor to sell the Bonds or Beneficial Interests in compliance herewith and with the requirements of the Indenture.

(e) The Remarketing Agent has been duly incorporated and is validly existing as a Missouri corporation and has full power and authority to enter into and perform all the duties imposed upon it under the Indenture and this Remarketing Agreement. This Remarketing Agreement constitutes the legal, valid and binding obligation of the Remarketing Agent enforceable against the Remarketing Agent in accordance with its terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the enforcement of creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including equitable subordination.

4. Duties of the Remarketing Agent. The Remarketing Agent shall perform the duties and obligations imposed upon it as remarketing agent under the Indenture and hereunder and agrees, particularly (a) to perform its obligations under Section 110(b) of the Indenture with respect to the determination of the Variable Rate and Section 113 of the Indenture with respect to the determination of the Fixed Rate (as defined in the Indenture); (b) to use its best efforts to remarket any Bond or Beneficial Interest delivered to the Trustee as tender agent for purchase pursuant to Sections 201 and 202 of the Indenture and in accordance with Section 203 of the Indenture; and (c) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Bank, or the Trustee at all reasonable times.

5. Conditions Precedent to the Obligations of the Remarketing Agent to Remarket Bonds. The obligations of the Remarketing Agent to offer for sale and to use its best efforts to sell any Bonds or Beneficial Interests in the Bonds hereunder shall be subject to the accuracy in all material respects of the representations and warranties of the Issuer contained herein as of the date hereof and on the Tender Dates, to the performance by the Issuer of its obligations hereunder and to the following conditions:

(a) On the Tender Dates, this Remarketing Agreement, the Resolution, the Indenture and the Letter of Credit shall be in full force and effect, and shall not have been

amended, modified or supplemented since the date hereof, except for any amendment, modification or supplement made in accordance with their terms and of which the Remarketing Agent has received written notice prior to the Tender Date.

(b) No "event of default" under Section 801 of the Indenture shall have occurred and be continuing.

(c) The Remarketing Agent shall have no obligation to remarket any Bonds or Beneficial Interests in the Bonds that have been called for redemption or mandatory purchase pursuant to the Indenture unless the remarketing of such Bonds or Beneficial Interests would be permitted under the Indenture.

(d) None of the following events shall have occurred and be continuing:

(i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak, calamity or crisis on the financial markets of the United States being such as, in the reasonable opinion of the Remarketing Agent, would materially and adversely affect the ability of the Remarketing Agent to remarket the Bonds; or

(ii) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States, the State of Missouri or the State of Michigan.

(e) There shall have been no adverse change in the properties, business, condition (financial or otherwise) or results of operations of the Issuer or the Bank since the date of the Official Statement or the most recent amendment or supplement thereto that is material to the transactions contemplated by the Official Statement and this Remarketing Agreement.

6. Remarketing of the Bonds - Conversion Date. At the request of the Issuer, notice of such request having been received by the Remarketing Agent at least 45 days prior to the Conversion Date (as defined in the Indenture), and so long as no Event of Default under the Indenture has occurred and is continuing, the Remarketing Agent agrees to offer for sale and use its best efforts to remarket the Bonds or Beneficial Interests which are tendered or deemed tendered to the Trustee on the Conversion Date, pursuant to Section 113 of the Indenture, at a price at least equal to the principal amount thereof subject to the following conditions:

(a) satisfactory compensation and other terms and conditions shall have been agreed upon by the Issuer and the Remarketing Agent;

(b) the Remarketing Agent shall have received an opinion of counsel of its choice that such Bonds need not be registered under the federal securities laws in connection with the remarketing thereof following the Conversion Date;

(c) the Remarketing Agent shall have received an official statement or other appropriate disclosure document, satisfactory in form and substance to the Remarketing Agent, to be used in connection with its efforts to remarket the Bonds; and

(d) the Remarketing Agent shall have received such additional documents, certificates and legal opinions as it may reasonably request;

(e) provided, however, that the Remarketing Agent shall not offer for sale or remarket any Bonds or Beneficial Interests pursuant to this Section 6 to the Issuer or any "insider", as defined in the federal bankruptcy code (11 U.S.C. 101(31)), of the Issuer.

Further details regarding such remarketing shall be negotiated between the Issuer and the Remarketing Agent prior to the Conversion Date.

7. Fees and Expenses of the Remarketing Agent.

(a) In consideration of the services to be performed by the Remarketing Agent under this Remarketing Agreement, the Issuer agrees to pay to the Remarketing Agent on demand such amounts as are required to reimburse it for or pay the reasonable expenses incurred, advances made (including, without limitation, the advancement of immediately available funds when remarketing proceeds received by the Remarketing Agent are next day funds), and compensation for services rendered pursuant to the Indenture or this Remarketing Agreement as described below.

(b) The Issuer agrees to pay a one-time assumption fee to the Remarketing Agent of \$3,500 due on August 23, 2011. In addition, the Issuer agrees to pay a fee to the Remarketing Agent equal to 1/8 of 1% (0.125%) per annum of the aggregate principal amount of Bonds outstanding. Such first fee shall be due and payable in advance, the first such payment being due on October 1, 2011 for the period from October 1, 2011 through September 30, 2012, and thereafter quarterly in advance on the first day of each January, April, July and October, commencing October 1, 2012 (based on the principal amount of the Bonds outstanding as of each such fee payment date).

8. Furnishing of Remarketing Materials. If the Remarketing Agent reasonably determines that it is necessary or desirable to amend or supplement the Official Statement or prepare a new disclosure document in connection with its remarketing of Bonds, the Remarketing Agent will notify the Issuer and the Issuer will provide the Remarketing Agent with an amendment or supplement to the Official Statement or other disclosure document (the "Remarketing Materials") reasonably satisfactory to the Remarketing Agent and its counsel in respect of the Bonds. The Issuer will supply the Remarketing Agent, at the Issuer's expense, with such number of copies of the Remarketing Materials as the Remarketing Agent reasonably requests from time to time and will amend the Official Statement and any other Remarketing Materials with respect to the Issuer and any summary of documents the amendment of which was approved by the Issuer (and/or the documents incorporated by reference in it) so that at all times the Official Statement and any Remarketing Materials will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

9. Remarketing Agent Not Acting As Underwriter. In carrying out its duties hereunder, the Remarketing Agent shall act as the agent for the Issuer in determining the Weekly Rate in accordance with the terms of the Indenture, as agent for the registered owners or

Beneficial Owners from time to time of the Bonds if it receives any moneys to pay the purchase price of tendered Bonds, and as agent for the Issuer in remarketing the Bonds. In remarketing the Bonds, the Remarketing Agent's responsibility is limited to the use of its best efforts to solicit offers to purchase the Bonds or Beneficial Interests. The Remarketing Agent is not obligated to buy or take any position in the Bonds or Beneficial Interests for its own account. If the Remarketing Agent does purchase Bonds or Beneficial Interests for its own account, it shall have all the rights and privileges of a normal holder of the Bonds or Beneficial Interests.

10. Indemnification and Contribution.

(a) The Issuer will indemnify and hold harmless the Remarketing Agent, its officers and employees, and each person who controls the Remarketing Agent within the meaning of Section 15 of the 1933 Act or Section 20(a) of the 1934 Act (collectively, the "Indemnified Parties" and when any one is intended, the "Indemnified Party"), against any losses, claims, damages or liabilities, joint or several, to which any Indemnified Party may become subject, insofar as such losses, claims, damages or liabilities, or actions in respect thereof, (i) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Official Statement or any amendment or supplement thereto or (ii) arise out of or are based upon the omission or alleged omission to state in the Official Statement or any amendment or supplement thereto a material fact known to the Issuer necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The foregoing indemnity shall include reimbursement for any legal or other expenses reasonably incurred by any Indemnified Party in connection with investigating or defending any such action or claim.

The Remarketing Agent will, promptly after receiving notice of the commencement of any action against the Remarketing Agent in respect of which indemnification may be sought against the Issuer, notify the Issuer in writing of the commencement of the action. Failure of the Remarketing Agent to give such notice will reduce the liability of the Issuer under this indemnity agreement by the amount of the damages attributable to the failure to give the notice but the failure will not relieve the Issuer from any liability it may have to the Remarketing Agent otherwise than under the indemnity agreement in this Section. If any such action is brought against the Remarketing Agent and the Remarketing Agent notifies the Issuer of its commencement, the Issuer may, or if so requested by the Remarketing Agent shall, participate in its or assume its defense, with counsel reasonably satisfactory to the Remarketing Agent, and after being so requested to assume such defense or if the Remarketing Agent gives notice to the Issuer that it elects to assume such defense, the Issuer (subject to the next succeeding sentence) will not be liable to the Remarketing Agent under this Section for any legal or other expenses subsequently incurred by the Remarketing Agent other than reasonable costs of investigation incurred at the request, or with the consent, of the Issuer. If the Issuer does not employ counsel to have charge of the defense or if the Remarketing Agent reasonably concludes that there may be defenses available to it which are inconsistent with those available to the Issuer (in which case the Issuer will not have the right to direct the defense of such action on behalf of the Remarketing Agent), reasonable legal and other expenses incurred by the Remarketing Agent will be paid by the Issuer. Any obligation under this Section of the Issuer to reimburse the Remarketing Agent for expenses includes the obligation to make advances to the Remarketing

Agent to cover such expenses in reasonable amounts and at reasonable periodic intervals not more often than monthly as requested by the Remarketing Agent.

(b) If the indemnification provided for in subsection (a) of this Section is unavailable to the Remarketing Agent (or any controlling person thereof) in respect to any losses, claims, damages or liabilities referred to therein, then the Issuer shall, in lieu of indemnifying the Remarketing Agent, contribute to the amount paid or payable by the Remarketing Agent as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative benefits received by the Issuer and the Remarketing Agent, respectively, from the remarketing of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Issuer shall contribute to such amount paid or payable by the Remarketing Agent in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer and the Remarketing Agent, respectively, in connection with the statements or omission which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact related to information supplied by the Issuer or the Remarketing Agent and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Issuer and the Remarketing Agent, respectively, agree that it would not be just and equitable if contribution pursuant to this Section were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section. The amount paid or payable by the Remarketing Agent as a result of the losses, claims, damages or liabilities referred to above in this Section shall be deemed to include any legal or other expenses reasonably incurred by the Remarketing Agent in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (b), the Remarketing Agent shall not be required to contribute any amount in excess of the aggregate amount of remarketing fees paid to the Remarketing Agent under Section 7 hereof.

11. Limitation on Liability of Remarketing Agent. The Remarketing Agent shall incur no liability to the Issuer or any person for its actions as remarketing agent pursuant to the terms of this Remarketing Agreement and the Indenture except for its willful misconduct or gross negligence or as provided in Section 10 above.

12. Term. This Remarketing Agreement will terminate upon the earlier of (a) the date on which the Bonds are no longer outstanding under the Indenture or are not subject to tender for purchase by the registered owners thereof prior to the stated maturity thereof, or (b) the effective date of any resignation or removal of the Remarketing Agent in accordance with the Indenture. The Remarketing Agent will resign, if requested by the Issuer in writing, and may resign at any time as provided in the Indenture. Following termination, the provisions of Sections 7 and 10 hereof will continue in effect as to transactions prior to the date of termination, and each party will pay the other any amounts owing at the time of termination.

13. Notices. Any notice or other communication to be given under this Remarketing Agreement shall be given in writing, delivered by hand or by first-class mail, and if by mail, by being deposited in the United States mail, addressed to the party to which such notice is to be

given. Unless otherwise provided, the respective addresses for the Issuer and the Remarketing Agent for notices which are or may be required to be given hereunder are as follows:

If to the Issuer:

Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti MI 48197-7007
Attention: Treasurer
Phone: (734) 484-1002
Email: ldoe@twp.ypsilanti.mi.us

If to the Remarketing Agent:

Stern Brothers & Co.
3104 Creekside Village Drive, Suite 204
Kennesaw, GA 30144
Attn: Mr. Don Clements/VRDN Trading Desk
Telephone: (678) 322-4851
Facsimile: (678) 322-4842
E-mail: dclements@sternbrothers.com

14. Amendment, Modification and Waiver. The provisions of this Remarketing Agreement may not be amended, modified or waived unless such amendment, modification or waiver is in writing and signed by the party against which enforcement is sought.

15. Successors. Any person or entity into which the Remarketing Agent may be merged, or with which it may be consolidated, or to which it may sell, release or transfer its investment banking business and assets as a whole or substantially as a whole, shall be and become successor of the Remarketing Agent hereunder and shall be vested with all the powers, rights, obligations and duties hereunder as was its predecessor, without the execution or filing of any instrument by any person or entity.

16. Governing Law. This Remarketing Agreement shall be governed by the laws of the State of Michigan without giving effect to the principles of conflicts of law thereof.

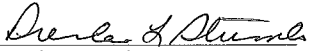
17. Counterparts. This Remarketing Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

*[The balance of this page is intentionally left blank.
The Signature page follows.]*

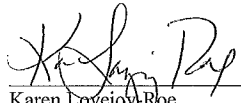
Remarketing Agreement
Signature Page

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of this 23rd day of August, 2011.

CHARTER TOWNSHIP OF YPSILANTI

By: 
Brenda L. Stumbo
Its: Supervisor

And

By: 
Karen Lovejoy-Roe
Its: Township Clerk

STERN BROTHERS & CO.

By: _____
Alfred V. Diebel
Its: Managing Director

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19,238,043.2\099378-00012

2011 YPSILANTI TOWNSHIP THIRD AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of August, 2011, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

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

1. Street Sweeping Services:

Work to include one additional street sweeping in Ypsilanti Township on primary roads. The township reserves the right for an additional sweeping if deemed necessary by the Township.

Estimated Project Cost for one sweeping: \$ 4,008.34

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

AGREEMENT SUMMARY

Street Sweeping \$ 4,008.34

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2011: \$ 4,008.34

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe 8/17/11
Karen Lovejoy Roe, Clerk

Angela Kobierski Witness

Nancy Wyrzykowski Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair Witness

Steven M. Puuri, Managing Director Witness

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2011-18**

**RESOLUTION REGARDING
TEMPORARY ROAD CLOSURE**

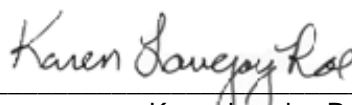
Resolution authorizing the temporary road closure of Hewitt Road from the EMU Convocation Center to W. Clark Road, W. Clark Road between Hewitt Road and Golfside and N. Huron River Drive between Hewitt Road and Westview Street on Sunday, November 20, 2011 from 9:45 a.m. to 11:30 a.m. for the New Balance Girls on the Run 5K.

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

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

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Beth Gillespie of Girls on the Run of Southeast Michigan be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2011-18 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 16, 2011.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2011-19**

**RESOLUTION REGARDING
TEMPORARY ROAD CLOSURE**

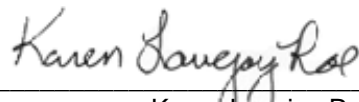
Resolution authorizing the temporary road closure of Leforge Road between N. Huron River and Clark Road, Clark Road between Leforge and N. River and N. River between E. Clark and Holmes Road on Sunday, August 21, 2010 from 7:45 a.m. to 9:10 a.m. for the 2011 "Running the Rails" 5K and 10K race.

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

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

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Jed Dreher, Race Director and Tim Vroom, Ypsilanti Area Jaycees President be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2011-19 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 16, 2011.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2011-20**

**RESOLUTION REGARDING
TEMPORARY ROAD CLOSURE**

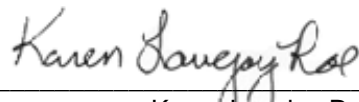
Resolution authorizing the temporary road closure of S. Harris Road between Foley Avenue and Marcus Street on Saturday, October 8, 2011 from 1:00 p.m. to 3:00 p.m. for the Grace Fellowship Church and St. Mark Lutheran Church "Meet on the Street Community Block Party".

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of S. Harris Road as indicated above; and

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

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Pastor Julianne Smeck of St. Mark Lutheran Church be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2011-20 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 16, 2011.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Prepared by and Return to:
Matt Massarelli, Esq.
TowerCo
5000 Valleystone Drive
Cary, NC 27519

Cross Reference: Memorandum of Agreement recorded on July 18, 2006 in Book 4570 Page 647 of the official records of Washtenaw County, Michigan; and Assignment recorded on December 29, 2008 in Book 4711 Page 491

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

AMENDED MEMORANDUM OF
THE COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

THIS AMENDED MEMORANDUM OF THE COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) (the "**Amended Memorandum**") is entered into as of the later of the signature dates below by and between TOWNSHIP OF YPSILANTI, a Michigan municipal corporation ("**Owner**") and TOWERCO ASSETS LLC, a Delaware limited liability company ("**Tenant**").

WHEREAS, Owner and Nextel West Corp., a Delaware corporation (predecessor in interest to Tenant, and referred to herein as the "**Original Tenant**"), entered into a Communications Site Lease Agreement (Ground) dated June 30, 2005 (the "**Agreement**"), for certain real property and easements and/or licenses (collectively, the leased property and easements/licenses are referred to herein as the "**Premises**"), which are a portion of that certain parcel of real property located in the City of Ypsilanti, County of Washtenaw, State of Michigan, as more particularly described in the Agreement (the "**Property**"). A Recorded Memorandum of Agreement dated June 30, 2005 and recorded on July 18, 2006 in Book 4570 Page 647 of the official records of Washtenaw County, Michigan provides notice of the Agreement and a description of the Premises (the "**Memorandum**").

WHEREAS, the interest of Original Tenant in the Agreement was assigned to Tenant, pursuant to that certain Recorded Assignment dated September 23, 2008 and recorded on December 29, 2008 in Book 4711 Page 491 of the official records of Washtenaw County, Michigan.

WHEREAS, the Agreement has an original term, including all Renewal Terms (as defined in the Agreement), that would terminate on December 29, 2035 ("**Original Term**"), and Owner and

Tenant have entered into an amendment to the Agreement (the "**Amendment**") dated at or about the date hereof, and do hereby desire to amend the Memorandum by recording this Amended Memorandum to reflect certain of the changes provided for in the Amendment, as more particularly set forth herein.

NOW THEREFORE, Pursuant to the terms of, and for that consideration recited in, the Amendment, the parties have amended certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. **Expiration Date:** Subject to the terms of the Agreement, and assuming the exercise by Tenant of all renewal options currently in the Agreement, the final expiration date of the Agreement would be December 29, 2045. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Agreement.
2. **Premises:** The Property is described on Exhibit A hereto, and the Premises, together with any access or utility easements granted to Tenant is described or depicted on Exhibit B attached hereto
3. **Right of First Refusal:** Tenant retains a Right of First Refusal on the Property to the extent that Owner elects (i) to sell or otherwise transfer to a third party all or any portion of the Premises, whether separately or as part of a larger parcel of which the Premises is a part, or (ii) to grant to a third party by easement, or other legal instrument, an interest in and to any portion of the Property for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of the Agreement to such third party (including but not limited to assignments of rental streams associated with the Agreement. Any transfer in violation of such Right of First Refusal shall be null and void and of no legal effect.
4. **Other.** This Amended Memorandum contains only selected provisions of the Amendment, and reference is made to the full text of the Agreement and the Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Amendment and this Amended Memorandum, the terms and conditions of the Agreement and the Memorandum remain in full force and effect. This document may be executed in two or more counterparts, each of which shall be treated as a fully executed original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Tenant have, pursuant to proper authority, duly executed, sealed, acknowledged and delivered this Amended Memorandum on the day and year set forth below:

TENANT:
TOWERCO ASSETS LLC, a Delaware limited liability company

By: _____

Name: Jason Catalini

Title: VP - Collocation

Date: _____
 [SEAL]

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF WAKE)

The foregoing instrument was acknowledged before me this _____ (date) by Jason Catalini, VP - Collocation of TowerCo Assets LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

Print Name _____

My commission expires: _____

(seal)

IN WITNESS WHEREOF, Owner and Tenant have, pursuant to proper authority, duly executed, sealed, acknowledged and delivered this Amended Memorandum on the day and year set forth below:

OWNER:
TOWNSHIP OF YPSILANTI, a Michigan municipal corporation

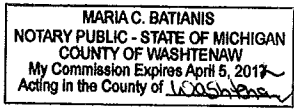
By: Brenda L. Stumbo
Name: Brenda L. Stumbo
Title: Ypsilanti Township Supervisor
Date: 8/17/11

By: Karen Lovejoy Roe
Name: Karen Lovejoy Roe
Title: Ypsilanti Township Clerk
Date: 8/17/11

STATE OF MICHIGAN)
) ss:
COUNTY OF Washtenaw)

The foregoing instrument was acknowledged before me this 17 day of August, 2011 by Brenda L. Stumbo, as Township Supervisor for the Township of Ypsilanti, a Michigan municipal corporation, and by Karen Lovejoy Roe, as Township Clerk of the Township of Ypsilanti, a Michigan municipal corporation.

Maria Batianis
Notary Public
Print Name Maria Batianis
My commission expires: 4-5-2012



(seal)

Exhibit A

The Property

That certain property situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows:

Lots 1654, 1655 and 1656, Watsonia Park Subdivision, according to the plat thereof recorded in Liber 6 of Plats, Pages 33 and 34, Washtenaw County Records.

Tax Parcel No. K-11-13-360-003

Exhibit B

The Premises

Lease Area:

All that part of Lots 1654, 1655, and 1656 of Watsonia Park Subdivision, part of the Southwest ¼ of Section 13, Town 3 South, Range 7 East, Ypsilanti Township, Washentaw County, Michigan, as recorded in Liber 6 of plats, page 33 and 34, Washentaw County Records, described as: Commencing at the Southwest corner of Said Section 13; thence North 01°30'22" West 500.32 feet along the west line of said Section 13; thence North 88°29'38" East 1106.69 feet to the place of beginning of this description; thence North 03°03'44" West 100.00 feet; thence North 86°56'16" East 100.00 feet; thence South 03°03'44" East 100.00 feet; thence South 86°56'16" West 100.00 feet to the place of beginning of this description.

Ingress/Egress & Utility Easement:

A 20.00 foot wide easement in that part of Lot 1656, Watsonia Park Subdivision, part of the Southwest ¼ of Section 13, Town 3 South, Range 7 East, Ypsilanti Township, Washentaw County, Michigan, as recorded in Liber 6 of plats, page 33 and 34, Washentaw County Records, the centerline of which is described as: Commencing at the Southwest corner of Said Section 13; thence North 01°30'22" West 500.32 feet along the west line of said Section 13; thence North 88°29'38" East 1106.69 feet; thence North 03°03'44" West 90.00 feet to the place of beginning of this centerline description; thence South 86°56'16" West 18.48 feet to the easterly right of way line of Cadillac Street for the place of ending of this centerline description.

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) (this "**Amendment**") is entered into as of the later of the signature dates below by and between TOWNSHIP OF YPSILANTI, a Michigan municipal corporation ("**Owner**") and TOWERCO ASSETS LLC, a Delaware limited liability company ("**Tenant**").

RECITALS

WHEREAS, Owner and Nextel West Corp., a Delaware corporation (predecessor in interest to Tenant, and referred to herein as the "**Original Tenant**"), entered into that certain Communications Site Lease Agreement (Ground) dated June 30, 2005 (the "**Agreement**"), for certain real property and easements and/or licenses (collectively, the leased property and easements/licenses are referred to herein as the "**Premises**"), which are a portion of that certain parcel of real property located in the City of Ypsilanti, County of Washtenaw, State of Michigan, as more particularly described in the Agreement (the "**Property**"). A Recorded Memorandum of Agreement dated June 30, 2005 and recorded on July 18, 2006 in Book 4570 Page 647 of the official records of Washtenaw County, Michigan provides notice of the Agreement and a description of the Premises (the "**Memorandum**").

WHEREAS, the interest of Original Tenant in the Agreement was assigned to Tenant, pursuant to that certain Recorded Assignment dated September 23, 2008 and recorded on December 29, 2008 in Book 4711 Page 491 of the official records of Washtenaw County, Michigan.

WHEREAS, the Agreement has an original term, including all Renewal Terms (as defined in the Agreement), that would terminate on December 29, 2035 ("**Original Term**"), and Owner and Tenant desire to amend the term of the Agreement to provide for additional renewal terms beyond the Original Term, and provide for certain other changes as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Term.** Section 3 of the Agreement is amended by deleting the second sentence in its entirety and replacing it with the following:

"Tenant shall have the right to extend the Term for seven (7) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein."

Subject to the terms of the Agreement, and assuming the exercise by Tenant of all renewal options currently in the Agreement, the final expiration date of the Agreement would be **December 29, 2045**.

2. **Right of First Refusal.** If Owner elects, during the term of the Agreement (i) to sell or otherwise transfer to a third party all or any portion of the Premises, whether separately or as part of a larger parcel of which the Premises is a part, or (ii) to grant to a third party by easement, or other legal instrument, an interest in and to any portion of the Property for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of the Agreement to such third party (including but not limited to assignments of rental streams associated with the Agreement), Tenant shall have the right of first refusal to meet any bona fide offer of sale, assignment, or any other transfer on the same terms and conditions as such offer. Owner shall immediately provide the Tenant with a copy of the bona fide offer together with a notice describing the

offer in sufficient detail. If Tenant fails to accept such bona fide offer within thirty (30) days after receipt of the foregoing, Owner may sell or grant the easement or interest in the Property in accordance with the terms of such bona fide offer. This provision shall run with the Property and shall be binding on any and all of Owner's successors and assigns, and shall apply to any offer received on the Property. Any transfer in violation of the terms of this paragraph shall be null and void and of no legal effect.

3. **Estoppel.** Owner hereby certifies to Tenant: (a) that the Agreement is in full force and effect and has not been amended, modified or supplemented in any respect, either orally or in writing, except for this Amendment and the amendments referenced in this Amendment (if any) and is the only agreement relating to the Premises entered into between the Tenant and Owner; (b) the Agreement as amended hereby fully represents the entire agreement between the parties thereto and has not been assigned other than as set forth herein; (c) there is no existing default on the part of the Owner or Tenant in any of the terms and conditions thereof and no event has occurred which, with the passing of time or giving of notice, or both, would constitute an event of default under the Agreement; (d) Rent has been paid through and including the date hereof as called for in the Agreement; and (e) Owner does not have any offsets, credits or defenses with respect to the Agreement.

4. **Representations of Owner.** Owner represents and warrants that it is seized of good and sufficient title and interest to the Premises, and has full authority to enter into and execute this Amendment without the consent of any other person or entity (or if required, that all such consents have been obtained in writing). Owner further represents that to the best of its knowledge (a) there are no aspects of title that might interfere with or be adverse to Tenant's interests in and intended use of the Premises, and (b) there are no threatened or pending actions in the nature of foreclosure of any mortgage or other lien against the Premises or Owner's title thereto. The covenants, representations and conditions in this Agreement are mutual and dependent.

5. **Additional Remedies.** In addition to the other remedies set forth in the Agreement, upon the breach or nonperformance of any obligations or representation of Owner in this Agreement (a "Default"), Tenant may, without waiving the Default, and provided that such Default is not cured by Owner within the applicable time period for such cure (if any), then Tenant shall be entitled to cure such Default, and Owner shall pay to Tenant, upon demand, all costs expenses, and disbursements incurred by Tenant to cure the Default. Additionally, Tenant shall be permitted to offset said costs, expenses and disbursements incurred by Tenant with regard to the Default against rent or any other amounts due or becoming due by Tenant to Owner under the Agreement; and Tenant shall be entitled to pursue any and all other rights or remedies available at law or equity with respect to Owner's Default.

6. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be an original and which together shall constitute one instrument. The parties agree that a scanned or electronically reproduced copy or image of this Amendment bearing the signatures of the parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Amendment and without the requirement that the unavailability of such original, executed counterpart of this Amendment first be proven.

7. **Agreement in Full Force.** Except as expressly amended hereby, all terms and conditions of the Agreement shall remain in full force and effect, and nothing herein shall modify, alter or amend any provision of the Agreement except as specifically set forth in this Amendment. In the event of any inconsistencies between this Amendment and the terms of the Agreement, the terms set

forth in this Amendment shall govern and control. The covenants, representations and conditions in the Agreement are mutual and dependent.

8. **Recording of Agreement.** Owner shall execute, upon request of Tenant, a memorandum of the Agreement or an amendment to any existing Memorandum, which shall be recorded by Tenant within the jurisdiction in which the Premises is located.

9. **Defined Terms.** Unless otherwise defined, all defined terms used in this Amendment shall have the meanings ascribed to them under the Agreement.

10. **Successors and Assigns.** Upon full execution by Tenant and Owner, this Amendment (a) shall be binding upon and shall inure to the benefit of each of the parties and their respective successors, assigns, receivers, heirs, personal representatives, and trustees; and (b) may be modified or amended only by a written agreement executed by each of the parties.

11. **Non-Binding Until Fully Executed.** This Amendment is for discussion purposes only and does not constitute a formal offer by either party. This Amendment is not and will not be binding on either party until and unless it is fully executed by both parties.

12. **Recitals.** The recitals at the beginning of this Amendment, and any exhibits attached hereto, are incorporated in and made a part of this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the later of the signature dates below.

OWNER:

TOWNSHIP OF YPSILANTI, a Michigan municipal corporation

By: Brenda L. Stumbo
Name: Brenda L. Stumbo
Title: Ypsilanti Township Supervisor
Date: 8/17/11

By: Karen Lovejoy Boe
Name: Karen Lovejoy Boe
Title: Ypsilanti Township Clerk
Date: 8/17/11

TENANT:

TOWERCO ASSETS LLC, a Delaware limited liability company

By: _____
Name: Jason Catalini
Title: VP - Collocation
Date: _____

[SEAL]