

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 26, 2012 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 Jean Hall Currie, Mike Martin and Scott Martin

Members Absent: Trustee Stan Eldridge

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

A. 7:00 PM - MICHIGAN DEPARTMENT OF NATURAL RESOURCES "LAND AND WATER CONSERVATION FUND" GRANT APPLICATION (Public Hearing set at the March 12, 2012 Regular Meeting)

The public hearing opened at approximately 7:02 p.m.

Evan Pratt, Spicer Group stated the public hearing was part of the application requirement to give the public the opportunity to voice their support or opposition to the grant. He further explained that later on the agenda there were two resolutions, one resolution would approve the grant submission and the other would approve the funding.

Sandy Andresen, Ypsilanti Township Park Commission said the conditions of the courts had been an issue for a long time and the courts definitely needed repair because it had unfortunately become a safety issue. She explained that at one time, there was a rotation plan for maintenance items but that was lost somewhere down the road. Ms. Andresen stated a lot of work needed to be done and she supported the grant application.

Javonna Neel, Township Resident stated she had tried to play on the court at Ford Lake Park but because of all the cracks, it was very difficult. She said she supported the grant.

Derrick Jackson, Township Resident said he supported the grant and he felt repairing any court with cracks was a necessity from a safety factor.

Arloa Kaiser, Township Resident said making the repairs was a great way to get people into the parks and she was in favor of the grant.

Monica Ross-Williams, Township Resident agreed the courts needed to be repaired and she was in support of the grant.

Mr. Pratt said he was aware that the Park Commission had prioritized the park repairs and asked that the list be provided for the record.

Lawrence Johnson, Ypsilanti Township Park Commission stated the Park Commission had prioritized the court repairs as West Willow, Ford Lake Park, Appleridge and the Community Center. He also voiced his support for the grant.

The public hearing closed at approximately 7:13.

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**1. RESOLUTION NO. 2012-9, AUTHORIZING MDNR LWCF GRANT
APPLICATION SUBMITTAL**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve Resolution No. 2012-9, Authorizing MDNR LWCF Grant Application Submittal (see attached). The motion carried unanimously.

**2. RESOLUTION NO. 2010-10 – AUTHORIZING MDNR LWCF GRANT
MATCHING FUNDS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Resolution No. 2012-10, Authorizing MDNR LWCF Grant Matching Funds (see attached). The motion carried unanimously.

PUBLIC COMMENTS

Elaine Gibson, Township Resident made a complaint regarding a neighbor on Desoto that had three trucks parked at his house that never moved. She said the vehicles block her vision when backing out her driveway and asked if the Township could help. Ms. Gibson also made a complaint regarding rental inspection fees. She felt the cost was too much if the owner was charged every time the inspectors had to do a re-inspection.

Andrew Wells, Township Resident said he was concerned about several properties in West Willow that were not being maintained because the owner was incarcerated.

Monica Ross-Williams, Township Resident expressed her concern about the drastic drop in property values, especially in West Willow and asked if something could be done to increase the value of the homes.

Attorney Winters explained that Ypsilanti Township had aggressively gone after blighted homes in an effort to stabilize neighborhoods and property values. He stressed that one blighted home could ruin an entire neighborhood.

Supervisor Stumbo stated the Township Board had approached Washtenaw County about establishing a land bank but the County Commissioners were not interested. She further stated that Congressman Dingell was also contacted about acquiring help at the Federal level. Supervisor Stumbo said banks remain a large problem.

Clerk Lovejoy Roe said she was recently told by a realtor that Ypsilanti Township was a hotbed for buying a home but buyers could not close because it continued to be difficult to obtain financing.

Annie Kruse, Township Resident asked the Board investigate the DTE smart meters that were being installed in the area. She provided a list of health and safety risks.

Lawrence Johnson, Park Commissioner expressed his appreciate to the Board for their efforts regarding blighted properties. He further expressed his concern about the clear-cutting of trees by North Bay Park.

Attorney Winters responded that as soon as the Township was aware of the clear-cutting of the trees, a stop order was issued. The Office of Community Standards was currently working through the Woodlands Protection Ordinance.

Wilma Gold Jones, Township Resident and member of the Creekside Community Pool Committee stated there were only 206 homes included in the pool and the

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cost was high for each homeowner. She said the committee had approved allowing other neighboring subdivision to join in an effort to reduce costs.

Andrew Wells, Township Resident expressed his concern about problems with teenagers in West Willow and asked if the Township could help.

Monica Ross-Williams, Township Resident said that she had sent pictures to the Township of the graffiti in West Willow Park.

CONSENT AGENDA

- A. MINUTES OF THE MARCH 9, 2012 SPECIAL MEETING AND MARCH 12, 2012 WORK SESSION AND REGULAR MEETING**
- B. TREASURERS REPORT – FEBRUARY 2012**
- C. STATEMENTS AND CHECKS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve the Consent Agenda. The motion carried unanimously.

SUPERVISOR REPORT

Supervisor Stumbo provided a report of the meetings attended by the Township officials and staff.

3/13/12 Attended Holmes Rd. NHW

3/14/12 Participated in interviews for YCUA Human Resources Director

Attended ELG Executive Committee Meeting at SPARK East

3/15/12 Three full-time officials, Mike Radzik and Doug Winters met to discuss police issues at Spirits Lounge

Development meeting, three full-time officials, and township attorney met with EMU regent, Roy Wilbanks and Leigh Greden in regards to the trees that were removed on the shoreline without proper approval. They are in the process of stabilizing the land and hiring a professional to complete a master plan that will be incorporated into our master plan. The clear cutting has stopped and we are working on a remediation plan.

Karen Roe, Larry Doe and I met with Alan Weber of Ann Arbor SPARK

Met with Jeff Allen and Evan Pratt of Spicer Group

3/16/12 Larry Doe and I attended Ann Arbor Area Convention & Visitors Bureau Annual Meeting

Larry Doe and I met with Roy Townsend and Sheryl Siddall of the Washtenaw County Road Commission

Trustee Currie and I attended Brown Chapel gospel singing event

3/19/12 Attended weekly police meeting

Attended Lincoln NHW meeting

3/20/12 Mike Radzik and I attended a meeting at the Sheriff's Office regarding the Humane Society and county funding

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Three full-time officials, Mike Radzik, Ron Fulton met with a resident to discuss concerns regarding rental inspector

Participated in conference call with Paul Manwiller of Hope Community Church

3/21/12 Day off

Attended Wingate NHW meeting

Attended Cliffs on the Bay NHW meeting

3/22/12 Attended weekly development team meeting

Larry Doe and I were hosts at the Meals on Wheels Fundraiser were Trustee Mike Martin and Clerk Roe were waiters also attending were Trustee Scott Martin and Jean Hall Currie

3/23/12 Three full-time officials, YCUA officials, Mike Radzik, Ron Fulton, Joe Lawson and Doug Winters met with Billy Salamey, Mr. Elrod and his attorney regarding water and sewer installation without permit at his business on E. Michigan Avenue.

3/26/12 Met with Todd McWilliams of Adams Outdoor Advertising Update from Deputy Holt regarding boom box enforcement, speed studies and speed enforcement as requested by residents at neighborhood watch. He has also brought resolution to resident concerns regarding homes with loud music, basketball hoops in road right of way and parking concerns.

Other Updates:

- Drive Thru Dog Clinic – Saturday, June 16, 2012 – 9:00 a.m. to 2:00 p.m.
- Ypsi PRIDE – May 19, 2012 from 9 a.m. to noon with lunch afterward in Loonfeather Park
- Michigan Ability Partners has been picking up trash along the road way from Bridge, Textile, Tuttlehill, Gault Village Service Drive, to name a few. We ordered “No Littering signs” from the road commission. We have had residents volunteer too.

CLERK REPORT

- The Clerk’s office is in need of election inspectors with and without computer experience for the August and November 2012 elections. You must be registered to vote if 18 or older. If between the ages of 16-17, you must be a student to be eligible to become an election inspector. Please go on line at www.ytown.org under the Clerk’s department to find an election inspector application. Please fill out and bring to Clerk’s office with social security card and driver license to apply. You can also pick up an application at the Clerk’s office.
- The Auditors finished their first stage of auditing work at the township on March 13, 2012. The audit is moving along and to date everything is going smoothly.

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- The Clerk along with the Treasurer and Supervisor continue to provide support to several negotiations that are underway with the Fire Department, AFSCME at the Court and AFSCME at the Township. All three units are negotiating currently. The Accounting Department is providing assistance also.
- The Washtenaw County Re-Imaging Washtenaw Avenue met again on March 14, 2012 to review and make plans for water run-off on Washtenaw Ave., bus transportation and grant funding from HUD along with Master Plan updates throughout the corridor.
- Karen Lovejoy Roe, Clerk made a presentation to the Ann Arbor/Ypsilanti Leadership group on Wednesday, March 14, 2012 regarding the state of Ypsilanti Township and other local government issues.
- On Thursday, March 15, 2012, the elected officials met with Alan Weber of Ann Arbor Spark to discuss the future of economic development in Ypsilanti Township including job retention and new business attraction. Mr. Weber is new to the staff of Ann Arbor Spark and brings a wealth of knowledge and interest in business development and economic development. His focus will be the eastern side of Washtenaw County.
- On Monday, March 19, 2012 staff and Supervisor Stumbo, Clerk Lovejoy Roe and Treasurer Doe met with YCUA staff and bond counsel and advisor regarding YCUA water and sewer capital improvement bond sale.
- Nominating petitions are available in the Clerk's office for candidates seeking to be on the ballot for the August Primary.
- The DAC-District Advisory Committee Meeting for the U-196 Board for County Wide Transit will be held at Ypsilanti Township in the boardroom at 5:30 P.M. on Tuesday, April 17, 2012. This meeting is to bring more detailed ideas and suggestions for the proposed countywide 5-year transit plan for the Southeastern District that is made up of Ypsilanti and Augusta Townships.

ATTORNEY REPORT

A. REQUEST FORMAL AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE THE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1440 GATTEGNO AND AUTHORIZATION TO INITIATE LEGAL ACTION, IF NECESSARY IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE THE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1200 REDLEAF LANE AND 689 CAYUGA

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to formally authorize legal action in Washtenaw County Circuit Court to abate the public nuisance for the property located at 1440 Gattegno and authorize legal action, if necessary in Washtenaw County Circuit Court to abate the public nuisance for properties located at 1200 Redleaf Land and 689 Cayuga.

Ron Fulton, Building Director, provided a PowerPoint presentation on the deplorable condition of the properties.

Wilma Gold-Jones, Township Resident, asked if the Township helped relocate displaced residents.

Mr. Fulton explained some of the adults at 689 Cayuga were detained in Washtenaw County Jail and Child Protection Services had been contacted

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regarding the children. He said the Township did their best to help with relocation.

Supervisor Stumbo added the Township was very sensitive to that issue and had worked with the Washtenaw County Treasurer's office in the past.

Angela Barbash, Township resident, said the house on Gattegno had been a huge problem for West Willow and she appreciated all that had been done.

The motion carried unanimously.

B. GENERAL LEGAL

Attorney Winters stated one of the biggest problems facing the Township was properties foreclosed by large banks who failed to maintain them, resulted in public nuisance cases. Attorney Winters stated one example was the deteriorating property at 7922 Lakecrest Drive owned by Chase Bank. He said another example was the property at 2147 Moeller, which Judge Shelton ordered the Bank of America to have torn down by the next hearing or appear in court with their highest-ranking officer in Michigan.

OLD BUSINESS

- 1. 2nd READING OF RESOLUTION NO. 2012-4, ORDINANCE NO. 2012-423 – AMENDING THE CHARTER TOWNSHIP OF YPSILANTI CODE OF ORDINANCES, CHAPTER 34, ARTICLE II ENTITLED FLOOD DAMAGE PREVENTION (1ST READING HELD AT THE MARCH 12, 2012 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2nd reading of Resolution No. 2012-4, Ordinance No. 2012-423 – Amending the Charter Township of Ypsilanti Code of Ordinances, Chapter 34, Article II entitled Flood Damage Prevention (see attached). The motion carried as follows:

**M. Martin: Yes Hall Currie: Yes Eldridge: Absent S. Martin: Yes
Stumbo: Yes Lovejoy Roe: Yes Doe: Yes**

NEW BUSINESS

- 1. BUDGET AMENDMENT #2**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #2 (see attached). The motion carried unanimously.

Clerk Lovejoy Roe explained the budget amendment was for the Voice and Data Communication project, which would save the Township approximately \$311,000 over four years.

- 2. RESOLUTION NO. 2012-5, CREEKSIDE SOUTH TEMPORARY ROAD CLOSURE**

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve Resolution No. 2012-5, Creekside South Temporary Road Closure and to a request the Washtenaw County Road Commission install guard rails to stop illegal dumping (see attached). The motion carried unanimously.

3. RESOLUTION NO. 2012-8, FINANCING OF ROAD IMPROVEMENTS THROUGH ISSUANCE OF MICHIGAN TRANSPORTATION FUND NOTES BY THE WASHTENAW COUNTY ROAD COMMISSION

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2012-8 Financing Of Road Improvements Through Issuance Of Michigan Transportation Fund Notes By The Washtenaw County Road Commission (see attached).

Roy Townsend, WCRC Managing Director stated the biannual evaluation Ypsilanti Township road found about 75% were in good condition. He said 30 miles of roads needed some type of surface treatment, resurfacing or reconstruction and he briefly explained what type of work they planned on doing to the subdivision roads. Mr. Townsend also provided a list of collector and primary roads, which included some federal funding for repairs. He said it was a two-year road improvement program in coordination with YCUA water main improvements. Mr. Townsend said the goal was to have 90 to 95% of the Township roads in good condition by doing preventative maintenance on those that were not included the program.

The motion carried unanimously.

4. RESOLUTION NO. 2012-11 – APPROVING CONTRACT AND AUTHORIZING NOTICE PERTAINING TO YCUA BONDS FOR WATER MAIN IMPROVEMENTS

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2012-11 – Approving Contract and Authorizing Notice Pertaining to YCUA Bonds for Water Main Improvements (see attached).

Tom Colis, Miller Canfield, explained timing between the road improvements and the water main replacements. He reassured the Board that there was a ceiling to the notice but only what was needed would be issued.

Scott Westover, YCUA Engineer reviewed the improvements identified around the I-94 and Emerick area. He said priority was given to areas that had past water main breaks problem, smaller water main size and Township road improvements. Mr. Westover said YCUA was trying to obtain low interest loans through the Drinking Water Revolving Funds, but he was not very optimistic.

The motion carried unanimously.

5. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE CONTRACT WITH TEG ENVIRONMENTAL SERVICES, INC. TO PERFORM ENVIRONMENTAL ASSESSMENT OF LIBERTY SQUARE COMPLEX LOCATED ON GROVE ROAD IN THE AMOUNT OF \$47,500.00, BUDGETED IN LINE ITEM #101.950.000.801.023, CONTINGENT UPON ATTORNEY APPROVAL

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve contract with TEG Environmental Services, Inc. to perform environmental assessment of Liberty Square Complex located on Grove Road in the amount of \$47,500.00, contingent upon attorney review and to authorize signing of the contract.

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Mike Radzik, OCS Director explained the Township was under court order to demolish Liberty Square and he listed the specific tasks that needed to be done to bring the Township into compliance.

Derek Gideons, TED Environmental Services, Inc., background information on his company and past work experience.

Supervisor Stumbo stated the Township looked forward to working with TED because of their experience and grant-writing capability. She further stated the work being done at Liberty Square was another example of trying to stabilize the neighborhoods.

The motion carried unanimously.

6. SET PUBLIC HEARING DATE OF MONDAY, APRIL 23, 2012 AT APPROXIMATELY 7:00 P.M. – REQUEST OF BLACKMORE COMPANY, INC. IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to set a public hearing date of Monday, April 23, 2012 at approximately 7:00 p.m. to hear the request of Blackmore Company, Inc. in Ypsilanti Township, for an Industrial Facilities Exemption Certificate. The motion carried unanimously.

7. SET PUBLIC HEARING DATE OF MONDAY, APRIL 23, 2012 AT APPROXIMATELY 7:15 P.M. – REQUEST OF SENSITILE SYSTEMS, LLC, LOCATED AT 1735 HOLMES ROAD IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to set a public hearing date of Monday, April 23, 2012 at approximately 7:15 p.m. to hear the request of Sensitile Systems, LLC, located at 1735 Holmes Road in Ypsilanti Township, for an Industrial Facilities Exemption Certificate. The motion carried unanimously.

AUTHORIZATIONS & BIDS

1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO:

- A. AWARD THE BID FOR THE BASKETBALL COURT REPAIRS IN WEST WILLOW AND APPLERIDGE PARKS TO THE LOW BIDDER, BEST ASPHALT, INC. IN THE AMOUNT OF \$59,023.10, BUDGETED IN LINE ITEM #212.970.000.997.001**
- B. APPROVE THE REPAIR TO FORD LAKE PARK BASKETBALL COURT DUE TO THE LOW BID AMOUNT, NOT TO EXCEED \$30,000 FOR REPAIR AND \$5,000 FOR ENGINEERING BUDGETED IN LINE ITEM #212.970.000.997.001**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to award the bid for basketball court repairs in West Willow and Appleridge Parks to the low bidder, Best Asphalt, Inc. in the amount of \$59,023.10, budgeted in line item #212.970.000.997.001 and to approve the repairs to Ford Lake Park basketball court, not to exceed \$30,000 for repair and \$5,000 for engineering, budgeted in line item #212,970.000.997.001. The motion carried unanimously.

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- 2. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AWARD 2012 VEGETATION & CLEANUP ABATEMENT CONTRACT TO HEPPNER LANDSCAPE SERVICES, BUDGETED IN LINE ITEM #893.893.000.806.003 AS A PASS-THROUGH COST AND TO AUTHORIZE SIGNING OF THE CONTRACT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to award the bid for the 2012 Vegetation & Cleanup Abatement Contract for three (3) years to Heppner Landscape Services, budgeted in line item #893.893.000.806.003 as a pass-through cost and to authorize signing of the contract.

Mike Radzik, OCS Director gave a brief summary of the bids that were submitted and a background check had been completed. He stated that Heppner Landscape Services had indicated their willingness to extend their contract for three years with no price increase. He further stated the prices remained the same as the previous year.

Trustee Scott Martin said he liked the idea of a three-year contract and felt it would save money.

The motion carried unanimously.

- 3. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO AWARD BID FOR VOICE AND DATA COMMUNICATION PROJECT AS OUTLINED AND BUDGETED IN MEMORANDUM DATED MARCH 16, 2012**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to award the bid for the Voice and Data Communication project as outlined in memorandum date March 16, 2012. The motion carried unanimously.

Travis McDugald, IS Manager gave a brief update regarding the cost paid for communication in 2011 and the projected four year cost with this new project.

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 9:23 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2012-9

Authorizing MDNR LWCF
Grant Application Submittal

WHEREAS, The purpose of the Charter Township of Ypsilanti Parks and Recreation Master Plan is to ensure that a wide array of recreational opportunities, both passive and active, will be available to people with and without disabilities in the most integrated setting, and for people of all age groups, interests and abilities of the community, while protecting and conserving the integrity of our natural and historic resources, and

WHEREAS, tennis courts are an important recreational component in the Charter Township of Ypsilanti park system, and

WHEREAS, the existing court conditions at the Ford Lake Park may become dangerous in the near future due to heaving and are not universally accessible, and

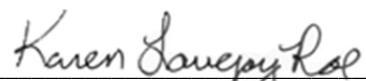
WHEREAS, the Michigan Department of Natural Resources Land And Water Conservation Fund is accepting application for grant funds of projects of this type, and

WHEREAS, an advertised public meeting was held on March 26, 2012 at 7:00pm, to take input on the project, and

WHEREAS, at the public meeting, people expressed support and enthusiasm for the project,

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Charter Township of Ypsilanti Board of Trustees Township Board authorizes the Township to submit an application for project funding from the Michigan Department of Natural Resources Land and Water Conservation Fund and authorizes the signing of the application and any necessary attachments by Township staff on March 26, 2012.

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. 2012-9 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 26, 2012.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2012-10

Authorizing MDNR LWCF
Grant Matching Funds

WHEREAS, The purpose of the Charter Township of Ypsilanti Parks and Recreation Master Plan is to ensure that a wide array of recreational opportunities, both passive and active, will be available to people with and without disabilities in the most integrated setting, and for people of all age groups, interests and abilities of the community, while protecting and conserving the integrity of our natural and historic resources, and

WHEREAS, tennis courts are an important recreational component in the Charter Township of Ypsilanti park system, and

WHEREAS, the existing court conditions at the Ford Lake Park may become dangerous in the near future due to heaving and are not universally accessible, and

WHEREAS, the Michigan Department of Natural Resources Land And Water Conservation Fund is accepting application for grant funds of projects of this type, and

WHEREAS, an advertised public meeting was held on March 26, 2012 at 7:00pm, to take input on the project, and

WHEREAS, at the public meeting, people expressed support and enthusiasm for the project, and

WHEREAS, the total cost of the project is estimated to be \$200,000, and

WHEREAS, a provision of the Michigan Department of Natural Resources Land and Water Conservation Fund grant application requires the Charter Township of Ypsilanti, by resolution to commit by resolution its support of the project, including match amounts and sources, and

WHEREAS, the Charter Township of Ypsilanti commits itself to \$100,000 for the Ford Lake Park Tennis and Basketball Court Resurfacing, thereby requiring \$100,000 from a Land and Water Conservation Fund grant,

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Charter Township of Ypsilanti Board of Trustees Township Board supports the application of Michigan Department of Natural Resources Land and Water Conservation Fund grant and approves this expenditure for match funding not to exceed \$100,000 on March 26, 2012.

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. 2012-10 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 26, 2012.

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION NO. 2012-4

MICHIGAN COMMUNITY RESOLUTION TO MANAGE FLOODPLAIN DEVELOPMENT FOR THE NATIONAL FLOOD INSURANCE PROGRAM

WHEREAS, the community of Ypsilanti Township in Washtenaw County currently participates in the Federal Emergency Management Agency's (FEMAs) National Flood Insurance Program (NFIP) by complying with the program's applicable statutory and regulatory requirements for the purposes of significantly reducing flood hazards to persons, reducing property damage, and reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within its community, and

WHEREAS, the NFIP requires that floodplain management regulations must be present and enforced in participating communities, and utilize the following definitions which also apply for the purposes of this resolution:

1. Flood or Flooding means:
 - a. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1) the overflow of inland or tidal waters, 2) the unusual and rapid accumulation or runoff of surface waters from any source, 3) mudflows, and
 - b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding, as defined in paragraph (a)(1) of this definition.
2. Flood Hazard Boundary Map (FHBM) means an official map of a community, as may have been issued by the FEMA, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zone A, M, and/or E.
3. Floodplain means any land area susceptible to being inundated by water from any source (see definition of flooding).

4. Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

5. Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance), and other applications of police power that provide standards for the purpose of flood damage prevention and reduction.

6. Structure means a walled and roofed building that is principally above ground, gas or liquid storage facility, as well as a mobile home or manufactured unit.

WHEREAS, the Stille-Derossett-Hale Single State Construction Code Act”, Act No. 230 of the Public Acts of 1972, as amended (construction code act), along with its authorization of the state construction code composed of the Michigan Residential Code and the Michigan Building Code [and its Appendices (specifically Appendix G)] contains floodplain development and management regulations that comply with the FEMA NFIP minimum floodplain management criteria for flood prone areas, as detailed in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, and

WHEREAS, by the action dates of this document or an existing historical ordinance adoption action dated May 15, 2001, the community affirms/accepted the responsibility to administer, apply, and enforce the provisions of the construction code act and the state construction code, specifically the Michigan Residential Code and the Michigan Building Code, to all construction within its community boundaries, and

NOW THEREFORE, to maintain eligibility and continued participation in the NFIP,

1. The community directs its construction code act designated enforcing agency, the Building Director for Ypsilanti Township, to administer, apply, and enforce the floodplain management regulations as

contained in the state construction code (including Appendix G) and to be consistent with those regulations by:

a. Obtaining, reviewing, and reasonably utilizing flood elevation data available from federal, state, or other sources pending receipt of data from the FEMA to identify the flood hazard area and areas with potential flooding.

b. Ensuring that all permits necessary for development in floodplain areas have been issued, including a floodplain permit, approval, or letter of no authority from the Michigan Department of Environmental Quality under the floodplain regulatory provisions of Part 31, "Water Resources Protection," of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

c. Reviewing all permit applications to determine whether the proposed building sites will be reasonably safe from flooding. Where it is determined that a proposed building will be located in a flood hazard area or special flood hazard area, the construction code act enforcing agent shall implement the following applicable codes according to their terms:

1. Floodplain management regulation portions and referenced codes and standards of the current Michigan Residential Code.

2. Floodplain management regulation portions and referenced codes and standards of the current Michigan Building Code.

3. Appendix G of the current Michigan Building Code.

d. Reviewing all proposed subdivisions to determine whether such proposals are reasonably safe from flooding and to ensure compliance with all applicable floodplain management regulations.

e. Assisting in the delineation of flood hazard areas; providing information concerning uses and occupancy of the floodplain or flood-related erosion areas, maintaining floodproofing and lowest floor construction records, cooperating with other officials, agencies, and persons for floodplain management.

f. Advising FEMA of any changes in community boundaries, including appropriate maps.

- g. Maintaining records of new structures and substantially improved structures concerning any certificates of floodproofing, lowest floor elevation, basements, floodproofing, and elevations to which structures have been floodproofed.
2. The community assures the Federal Insurance Administrator (Administrator) that it intends to review, on an ongoing basis, all amended and revised FHBMs and Flood Insurance Rate Maps (FIRMs) and related supporting data and revisions thereof and revisions of 44 CFR, Part 60, Criteria for Land Management and Use, and to make such revisions in its floodplain management regulations as may be necessary to continue to participate in the program.
3. The community further assures the Administrator that it will adopt the current effective FEMA Flood Insurance Study (FIS), FHBMs, and/or the FIRMs by reference within its Floodplain Management Map Adoption Ordinance or similarly binding ordinance documentation.

NOW THEREFORE, be it resolved that Ordinance 2012-423 is hereby adopted by reference.

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. 2012-4 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 26, 2012



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

ORDINANCE NO. 2012-423

*An Ordinance Amending the Code of Ordinances,
Charter Township of Ypsilanti, Chapter 34, Article II
Entitled Flood Damage Prevention*

An ordinance to amend Chapter 34, Article II entitled Flood Damage Prevention and to affirm an enforcing agency to discharge the responsibility of the Charter Township of Ypsilanti located in Washtenaw County, and to designate regulated flood hazard areas under the provisions of the State Construction Code Act, Act No. 230 of the Public Acts of 1972, as amended.

The Charter Township of Ypsilanti ordains:

Section 1. AGENCY DESIGNATED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, the Building Director of the Charter Township of Ypsilanti is hereby designated as the enforcing agency to discharge the responsibility of the Charter Township of Ypsilanti under Act 230, of the Public Acts of 1972, as amended, State of Michigan. The Charter Township of Ypsilanti assumes responsibility for the administration and enforcement of said Act through out the corporate limits of the community adopting this ordinance.

Section 2. CODE APPENDIX ENFORCED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the Charter Township of Ypsilanti.

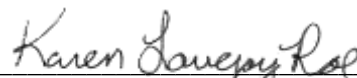
Section 3. DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS. The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled "Washtenaw County, Michigan (All Jurisdictions)" and dated April 3, 2012 and the Flood Insurance Rate Map(s) (FIRMS) panel number(s) of 26161C; 0268E, 0269E, 0288E, 0406E, 0407E, 0410E, 0420E, 0426E, 0430E, 0435E, 0440E, and 0445E and dated April 3, 2012 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the "Flood Hazards" section of Table R301.2(1) of the Michigan Residential Code.

Section 4. Section 34-34(a) of Chapter 34, Article II entitled Flood Damage Prevention is hereby repealed.

Section 5. REPEALS. All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

Section 6. PUBLICATION. This ordinance shall be effective after legal publication and in accordance with the provisions of the Act governing same.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2012-423 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on March 26, 2012 after first being introduced at a Regular Meeting held on March 12, 2012. The motion to approve was made by member Roe and seconded by member Doe. Yes: Currie, Mike Martin, Scott Martin, Stumbo, Roe, Doe. NO: None. ABSTAIN: None. ABSENT: Eldridge



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2012-5

RESOLUTION REGARDING A TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Creekway Drive at Tuttle Hill Road; Lakeway Street at Merritt Road and Natalie Drive South of Natalie Court until further notice.

WHEREAS, the Charter Township of Ypsilanti has approved the temporary closure of Creekway Drive at Tuttle Hill Road; Lakeway Street at Merritt Road and Natalie Drive South of Natalie Court 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 from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees designates and agrees that Greg Windingland of Lombardo Homes 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. 2012-5 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 26, 2012.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

RESOLUTION NO. 2012-8
REQUESTING BOARD OF COUNTY ROAD COMMISSIONERS TO ISSUE NOTES

Minutes of a regular meeting of the Board of Trustees of the Charter Township of Ypsilanti, County of Washtenaw, Michigan, held in the Township offices on March 26, 2012, at 7:00 p.m., Eastern Standard Time.

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

ABSENT: Members: Stan Eldridge

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

WHEREAS, the Charter Township of Ypsilanti (the "Township"), a township located in the County of Washtenaw, Michigan (the "County") wishes to have the Board of County Road Commissioners of the County (the "Road Commission") acquire and construct road improvements on County roads within the Township (the "Project") as more specifically described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Road Commission is authorized and empowered to finance the Project by the issuance and sale of its Michigan Transportation Fund Notes (the "Notes") pursuant to Act 143, Public Acts of Michigan, 1943, as amended ("Act 143") in anticipation of and for the payment of which shall be pledged future revenues derived from state collected taxes returned to the County for County road purposes pursuant to law; and

WHEREAS, the estimated cost of the Project, including costs of issuance of the Notes, is not to exceed \$6,000,000; and

WHEREAS, pursuant to Section 20 of Act 51, Public Acts of Michigan, 1951, as amended, the Township is authorized and empowered to reimburse the Road Commission for the costs of acquisition and construction of the Project, including the costs of issuance of the Notes; and

WHEREAS, a Contract between the Township and the Road Commission (the "Contract") for the acquisition, construction and financing of the Project has been prepared; and

WHEREAS, the Contract provides for the issuance of Notes by the Road Commission in an aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000) for the purpose of paying all or part of the cost of the Project; and

WHEREAS, pursuant to the Contract, the Township agrees to reimburse the Road Commission for the costs of the Project, including the payment of debt service on the Notes and costs of issuance of the Notes.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Approval of Contract. The Contract is hereby approved in substantially the form attached hereto as Exhibit B, and the Supervisor and Township Clerk are hereby authorized to execute and deliver the Contract to the Road Commission, with such changes as may be necessary or convenient to finalize the Contract, provided such changes are not detrimental to the Township.

2. Authorized Actions. The Supervisor, Treasurer and the Township Clerk are each authorized and directed to take any actions necessary or advisable, and to make such other filings, applications or request for waivers with the Michigan Department of Treasury or with other parties, to enable the sale and delivery of the Notes by the Board as contemplated herein.

3. Approval of Note Counsel. The Township hereby approves the representation of the Road Commission by Miller, Canfield, Paddock and Stone, P.L.C. (“Miller Canfield”) as note counsel for the Notes, notwithstanding Miller Canfield’s periodic representation of the Township in unrelated matters.

4. Repealer. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: Supervisor Brenda Stumbo, Clerk Karen Lovejoy Roe, Treasurer
Larry Doe, Trustees Jean Hall Currie, Mike Martin and Scott
Martin

NAYS: Members: Stan Eldridge

RESOLUTION DECLARED ADOPTED.

Karen Lovejoy Roe
Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on March 26, 2012, and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976, and that minutes of the meeting were kept and will be or have been made available as required by said Open Meetings Act.

Karen Lovejoy Roe
Clerk

Exhibit A

Description of the Project

The project shall consist of the acquisition, construction, furnishing and equipping of road improvements to certain county roads within the Charter Township of Ypsilanti, consisting generally of paving, repaving, reconstructing, resurfacing and improving local and major streets and highways, including intersection improvements, traffic control devices, curbs, gutters and drainage improvements, together with all interests in land, appurtenances and attachments thereto.

FINANCING CONTRACT FOR COUNTY ROAD IMPROVEMENTS

**BETWEEN
THE WASHTENAW COUNTY ROAD COMMISSION
AND
THE CHARTER TOWNSHIP OF YPSILANTI**

This Contract is made and entered into as of this ____ day of _____, 2012, by and between the Board of Road Commissioners, County of Washtenaw, Michigan (the "Road Commission") and the Board of Trustees of the Charter Township of Ypsilanti, County of Washtenaw, Michigan (the "Township").

WHEREAS, the Township and the Road Commission desire to acquire and construct road improvements within the Township (the "Project") as described on Exhibit A which is attached hereto and made a part hereof; and

WHEREAS, the Road Commission is authorized and empowered to finance the Project by the issuance and sale of its Michigan Transportation Fund Notes pursuant to Act 143, Public Acts of Michigan, 1943, as amended ("Act 143"), and the Road Commission has proposed financing of the Project by issuing Notes to be repaid over a period of not to exceed 10 years (the "Notes"); and

WHEREAS, pursuant to Section 20 of Act 51, Public Acts of Michigan, 1951, as amended, the Township is authorized and empowered to reimburse the Road Commission for the costs of acquisition and construction of the Project, including payment of debt service on the Notes and costs of issuance of the Notes; and

WHEREAS, it is the intention of the Township to induce the Road Commission to rely upon this Contract in proceeding with the Project with the understanding that the Township will reimburse the Road Commission for the costs of the Project and issuance of the Notes.

NOW THEREFORE, in consideration of the premises and covenants made herein, the parties hereto agree and contract as follows:

1. Issuance of Notes. The Road Commission shall use its best efforts to issue the Notes, subject to approval by the Board of Commissioners of the County of Washtenaw, for the purpose of financing the Project. The Notes may be issued, in one or more series, in the aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000), except as authorized pursuant to Section 4 of this Contract. Each series of Notes shall mature in not to exceed then (10) annual principal installments. The Notes shall be issued in an amount sufficient to pay the costs for all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Project, the acquisition of all materials, machinery and necessary equipment, and engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Project and the financing thereof.

2. Payment of Debt Service and Costs; Reliance; No Set-Off. The Township agrees that it shall make annual principal payments to the Road Commission thirty (30) days before the

due date of any series of Notes issued by the Road Commission pursuant to this Contract. The Township shall also make semi-annual payments of interest to the Road Commission thirty (30) days before each interest payment date on any series of Notes issued by the Road Commission pursuant to this Contract. The Township recognizes that interest will accrue on each series of Notes at such rate or rates as determined upon a public or negotiated sale thereof by the Road Commission, but in any event not to exceed the maximum rate authorized by law. The Road Commission shall provide the Township with a principal and interest payment schedule promptly upon the issuance of any series of Notes. In addition, the Township agrees to pay, within 30 days of invoice by the Road Commission, any costs of issuance of the Notes not paid with Note proceeds, and any annual transfer agent, paying agent, or bond registrar fees. If any principal installment, interest, or cost is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date. It is understood and agreed that the Notes of the Road Commission will be issued in anticipation of the Township's contractual obligation hereunder. In the event there is a dispute between the parties as to whether the Road Commission has performed its obligations in a satisfactory manner, the Township agrees that it will continue to make the payments required hereunder and shall not withhold such payments or claim a set-off pending a resolution of the dispute by a court of competent jurisdiction.

3. Construction of Project. If the Road Commission is able to obtain favorable financing terms for the Project within the parameters described in Section 1 above, the Road Commission shall acquire and construct the Project for and on behalf of the Township.

4. Adjustment of Financing; Reducing Project Scope. For the purpose of acquiring and constructing the Project, the Road Commission will cause bids to be taken prior to the time that the Notes are issued for the purpose of financing costs thereof. The Road Commission shall in no event enter into any final contract or contracts for the acquisition and construction of the Project if such contract price or prices will cause the cost of the Project to exceed the amount authorized in this contract, unless the Township, by resolution of its Township Board, (a) approves said increased cost, and (b) agrees to pay said increased amount, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Section 1 of this contract, to be increased to an amount which will provide sufficient funds to meet said increased cost. The parties may also mutually agree to reduce the scope of the Project so that the total costs of the Project can be paid from Note proceeds

5. Township Pledge to Pay Obligations. The obligation of the Township to pay principal, interest and costs under this Contract is a general obligation of the Township. The Township agrees to include in its budget and to appropriate and pay each year, until this Contract is paid in full, such sum as may be necessary each year to make all payments hereunder, when due.

6. Tax Covenant. The Township shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on each issue of the Notes from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, including, but not limited to, actions relating to any required rebate of

arbitrage earnings and the expenditures and investment of Note proceeds and moneys deemed to be Note proceeds.

7. Counterparts; Facsimiles. This Contract may be signed in any number of counterparts, which counterparts shall be considered as one and the same instrument. Facsimile copies of this Contract shall have the full force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

CHARTER TOWNSHIP OF YPSILANTI
County of Washtenaw

By: _____
Its Supervisor

By: _____
Its Clerk

WASHTENAW COUNTY ROAD COMMISSION

By: _____
Its Chairperson

By: _____
Its Secretary

**RESOLUTION NO. 2012-11
APPROVING CONTRACT AND AUTHORIZING NOTICE**

**Charter Township of Ypsilanti
County of Washtenaw, State of Michigan**

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Local Unit"), held on the 26th day of March, 2012, at 7:00 p.m., Eastern Daylight Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolutions were offered by Member _____ and supported by Member _____:

WHEREAS, it is necessary to acquire and construct certain water supply system improvements, consisting of the acquisition, construction and installation of various water main and related improvements in the Local Unit, together with all necessary appurtenances and attachments thereto, to serve the Local Unit (the "Improvements"); and

WHEREAS, a Contract has been prepared between the Local Unit and the Ypsilanti Community Utilities Authority (the "Authority") whereby the Authority will issue its bonds, in one or more series (the "Bonds") on behalf of the Local Unit to provide for the financing of the Local Unit's share of the cost of the acquisition, construction and installation of the Improvements; and

WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the acquisition and construction of the Improvements and for providing the needed services;

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Approval of Contract; Effectiveness. The Contract is hereby approved and the Supervisor and the Clerk of the Local Unit are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Local Unit; provided, however, that Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in the *Ypsilanti Courier*, a newspaper of general circulation within the Local Unit, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Local Unit of the details of the proposed Contract and the rights of referendum thereunder.

2. Publication of Notice. The Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

3. Reimbursement Declarations. The Township makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the Township reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the Township.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring and constructing the Improvements which were or will be paid subsequent to sixty (60) days prior to the date hereof.
- (c) The maximum principal amount of debt expected to be issued for the Improvements, including issuance costs, shall not exceed \$8,000,000.

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

AYES: Members: _____

NAYS: Members: _____

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 March 26, 2012, 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

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACT AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

TO THE TAXPAYERS AND ELECTORS OF
THE CHARTER TOWNSHIP OF YPSILANTI,
WASHTENAW COUNTY, MICHIGAN:

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Local Unit") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire, construct and install various water main and related improvements in the Local Unit, together with all necessary appurtenances and attachments thereto to service the Local Unit and will issue its bonds, in one or more series, in the aggregate principal amount not to exceed \$8,000,000 to finance the cost of such improvements for the Local Unit AND THE LOCAL UNIT WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

LOCAL UNIT'S CONTRACT OBLIGATIONS

It is presently contemplated that said bonds will be issued in one or more series in the aggregate principal amount of not to exceed \$8,000,000, will mature serially over a period of not to exceed twenty-five (25) years from the date of issuance of each series, and will bear interest at the rate or rates to be determined at the time of sale but in no event to exceed the maximum rate of interest per annum permitted by law on the balance of the bonds from time to time remaining unpaid. The Contract includes the Local Unit's pledge of its limited tax full faith and credit for the prompt and timely payment of the Local Unit's obligations as expressed in the Contract. THE LOCAL UNIT WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE LOCAL UNIT TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE LOCAL UNIT TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

The Contract will become effective and binding upon the Local Unit without vote of the electors as permitted by law unless a petition requesting an election on the question of the Local Unit entering into the Contract, signed by not less than 10% of the registered electors of the Local Unit, is filed with the Township Clerk within forty-five (45) days after publication of this notice. If such petition is filed, the Contract cannot become effective without an approving vote of a majority of electors of the Local Unit qualified to vote and voting on the question. The Contract is on file at the office of the Township Clerk.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of the Contract and the matters set out in this notice may be secured from the Township Clerk's office.

Karen Lovejoy Roe
Clerk, Charter Township of Ypsilanti

19,954,341.1\099369-00032

CONTRACT

THIS CONTRACT, dated as of March 27, 2012, by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the "Authority"), and the CHARTER TOWNSHIP OF YPSILANTI (hereinafter referred to as the "Local Unit") located in the County of Washtenaw, Michigan,

WITNESSETH:

WHEREAS, the Authority has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended (hereinafter referred to as "Act 233"), for the purposes set forth in Act 233 and the Local Unit being a constituent member of the Authority; and

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Unit that certain water supply system improvements in the Local Unit, together with all necessary appurtenances and attachments thereto be acquired and constructed to service the Local Unit; and

WHEREAS, plans and an estimate of cost of said improvements have been prepared by the Authority's consulting engineers (the "Consulting Engineers"), which said estimate of cost totals not to exceed \$8,000,000; and

WHEREAS, the Local Unit is desirous of having the Authority arrange for the acquisition of said improvements, in order to furnish the residents of the Local Unit with improved water supply system services and facilities; and

WHEREAS, the parties hereto have determined that said improvements are essential to the general health, safety and welfare of the Local Unit; and

WHEREAS, the Authority and the Local Unit are each agreeable to the execution of this Contract by and between themselves, the Contract to provide, among other things, for the financing of the cost of said improvements; and

WHEREAS, the Local Unit has approved and authorize the execution of this Contract by resolution of its governing body; and

WHEREAS, this Contract will become effective for the Local Unit upon expiration of a period of forty-five days following publication by the Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the Local Unit.

NOW, THEREFORE, in consideration of the premises and the covenants made herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. Approval of Improvements. The Authority and the Local Unit again approve the establishment of water supply system improvements in the Local Unit under the provisions of Act 233,

together with all necessary appurtenances, attachments and rights in land adequate and sufficient to furnish such service to the area of the Local Unit, as set forth in the plans prepared by the Consulting Engineers.

SECTION 2. Designation of System. The system referred to in Section 1 above is hereby designated as YPSILANTI COMMUNITY UTILITIES AUTHORITY WATER SUPPLY SYSTEM NO. 8 (Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the "System").

SECTION 3. Local Unit Consents of Public Rights of Way. The Local Unit hereby consents to the use by the Authority and any parties contracting with the Authority of the public streets, alleys, lands and rights-of-way in such Local Unit for the purpose of constructing, operating and maintaining the System and any improvements, enlargements and extensions thereto.

SECTION 4. Local Unit Consent to Service. The System is designed to serve areas in the Local Unit as described in the plans prepared by the Consulting Engineers and is immediately necessary to protect and preserve the public health; and the Local Unit does, by these presents, consent to the furnishing of such service through the System pursuant to Section 8 hereof, to the individual users in the Local Unit.

SECTION 5. Approval of Plans and Cost Estimate. The Authority and the Local Unit hereby approve and confirm the plans for the System prepared by the Consulting Engineers and the total estimated cost thereof of not to exceed the sum of \$8,000,000 and the Local Unit's share thereof of not to exceed \$8,000,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the System, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the System and the financing thereof.

SECTION 6. Contracts for System Improvements. The Authority will take bids for the acquisition and construction of the System and the Authority shall in no event agree to any contract price or prices as will cause the actual cost thereof to exceed the estimated cost as approved in Section 5 of this Contract unless the Local Unit, by resolution of its legislative body, (a) approves said increased total cost and the Local Unit's share thereof, and (b) agrees to pay such prorated excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 10 and 16 of this Contract, to be increased to an amount which will provide sufficient funds to meet said increased cost, and approves a similar increase in the installment obligations of the Local Unit, if any, pledged under the terms of this Contract to the payment of such bonds.

SECTION 7. Acquisition and Construction of System by Authority; Local Unit Payment. The System shall be acquired and constructed by the Authority substantially in accordance with the plans and specifications therefor approved by this Contract. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way shall be done by the Authority. The Local Unit's share of the costs of such acquisition shall be paid from bond proceeds and, in addition any costs incurred by the Local Unit in connection with the acquisition or construction of the System, including engineering

expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority Bonds.

SECTION 8. System Operation by Authority; Local Unit Benefit. The System shall be retained, maintained and operated by the Authority. The parties hereto agree that the System shall be acquired, constructed, operated, administered and maintained for the sole use and benefit of the Local Unit and its users.

SECTION 9. Issuance of Bonds by Authority. To provide for the construction and financing of the System in accordance with the provisions of Act 233, the Authority shall take the following steps:

(a) Immediately after execution hereof, the Authority will promptly take steps to adopt a resolution providing for the issuance of its bonds, in one or more series, in the aggregate principal amount of not to exceed \$8,000,000 (except as otherwise authorized pursuant to Section 16 of this Contract) to finance the cost of the System. Said bonds shall mature serially, as authorized by law, and shall be secured by the contractual obligations of the Local Unit in this Contract. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds to an underwriter or other qualified purchaser.

(b) The Authority shall take all steps necessary to take bids for and enter into and execute final acquisition and construction contracts for the acquisition and construction of the System as specified and approved hereinbefore in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract. Said contracts shall specify a completion date agreeable to the Local Unit and the Authority.

(c) The Authority will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the System necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law.

(d) The Authority, upon receipt of the proceeds of sale of the bonds, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this Contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The Authority may temporarily invest any bond proceeds or other funds held by it for the benefit of the Local Unit as permitted by law and investment income shall accrue to and follow the fund producing such income. The Authority shall not, however, invest, reinvest or accumulate any moneys deemed to be proceeds of the bonds pursuant to §148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (the "Code"), in such a manner as to cause the bonds to be "arbitrage bonds" within the meaning of Code § 103(b)(2) and §148.

SECTION 10. Local Unit Payments. That cost of the System shall be charged to and paid by the Local Unit to the Authority in the manner and at the times herein set forth.

The cost of the System to be financed with the issuance of bonds of the Authority (\$8,000,000) shall be paid by the Local Unit to the Authority.

Except as otherwise provided in the resolution authorizing the Bonds or the sale thereof (the "Bond Resolution"), the terms of which Bond Resolution are incorporated herein by this reference and will, to the extent in conflict with the provisions of this Contract so amend this Contract, the Bonds in the aggregate principal amount of not to exceed \$8,000,000 will be issued in one or more series with principal maturities or be subject to mandatory sinking fund redemption at such times as contained in the Bond Resolution, with the exact principal maturity schedule to be contained in the Bond Resolution.

The Local Unit irrevocably covenants and agrees to pay to the Authority, commencing the first principal payment date and annually thereafter so long as any of the Bonds are outstanding, cash payments in an amount corresponding to the principal amount of Bonds maturing or coming due by mandatory sinking fund redemption on the corresponding principal payment dates; provided, however, that if the maturity schedule for the Bonds is amended by the Bond Resolution, the due dates for cash payment shall thereby be amended accordingly.

The Local Unit acknowledges also that the Bonds will be issued at an interest rate to be determined at the sale thereof and that so long as Bonds remain outstanding, such interest will accrue on the outstanding principal balance semiannually. Therefore, the Local Unit further irrevocably covenants and agrees to pay to the Authority, commencing on the first interest payment date and semiannually thereafter so long as Bonds are outstanding, such additional sums as shall be necessary to pay interest due on the Bonds prior to the next succeeding payment date.

It is understood and agreed by the parties hereto that the Local Unit's minimum obligation hereunder shall be the payment of such amounts as shall equal debt service requirements on the Bonds falling due prior to the next payment date. However, the Local Unit shall retain the unrestricted right and privilege to prepay at any time whatever amounts it may choose in order to retire fully or partially the Bonds and any interest then due thereon or in order to provide for such retirement at a specified future date. The total aggregate obligation of the Local Unit hereunder shall at any given point in time be equal to the sum of the payments yet to be paid to retire principal of the Bonds, plus interest accrued thereon since the last payment at the rate borne by the Bonds. The Local Unit warrants and represents that the amount of its obligations under this Contract, when taken together with other indebtedness of the Local Unit, will not cause its obligations under this Contract to exceed any constitutional, statutory or charter debt limitation applicable to the Local Unit.

From time to time as other costs and expenses accrue to the Authority from handling of the payments made by the Local Unit, or from other actions taken in connection with the System, the Authority shall notify the Local Unit of the amount of such fees and other costs and expenses, and the Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses.

Should cash payment be required from the Local Unit in addition to the amounts specified in the preceding paragraph to meet additional costs of constructing the System, the Local Unit shall, upon written request by the Authority, furnish to the Authority written evidence of their agreement and ability to make such additional cash payments, and the Authority may elect not to proceed with the acquisition or financing of the System until such written evidence, satisfactory to the Authority, has been received by it. The Local Unit shall pay to the Authority such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Authority to such Local Unit.

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority

hereinbefore referred to, furnish the Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also (a) at least sixty (60) days prior to January 1 of each year, commencing in 2012, advise the Local Unit, in writing, of the exact amount of principal and interest installments due on the Authority bonds in the next succeeding year.

If any principal installment or interest installment is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

SECTION 11. Local Unit Limited Tax Full Faith and Credit Pledge. The Local Unit, pursuant to the authorization contained in Act 233, hereby irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2012, set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional and statutory tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, means and methods provided in Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

SECTION 12. Advance Payment by Local Unit. The Local Unit may pay in advance any of the payments required to be made by this Contract, in which event the Authority shall credit the Local Unit with such advance payment on future due payments to the extent of such advance payment.

SECTION 13. Additional Payments by Local Unit. The Local Unit may pay additional moneys over and above any of the payments specified in this Contract, with the written request that such additional funds be used to prepay installments, in which event the Authority shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 12 of this Contract.

SECTION 14. Payment Default by Local Unit; Withholding of State Payments. In the event the Local Unit shall fail for any reason to pay to the Authority at the times specified the amounts required to be paid by the provisions of this Contract, the Authority shall immediately give notice of such default and the amount thereof, in writing, to the Treasurer of such Local Unit, the Treasurer of the County of Washtenaw, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the Local Unit of funds returned by the State and now or hereafter under Act 233 available for pledge, as provided in this paragraph and in Section 12a of Act 233, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to such Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the Local Unit, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Authority, to apply on the obligations of the Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and

statutes, the purpose of this provision being voluntarily to pledge and authorize the use of said funds owing to the Local Unit to meet any past-due obligations of such Local Unit due under the provisions of this Contract. In addition to the foregoing, the Authority shall have all other rights and remedies provided by law to enforce the obligations of the Local Unit to make its payments in the manner and at the times required by this Contract, including the right of the Authority to direct the Local Unit to make a tax levy to reimburse the Authority for any funds advanced.

SECTION 15. Local Unit Payment Obligation. It is specifically recognized by the Local Unit that the debt service payments required to be made by it pursuant to the terms of Section 10 of this Contract are to be pledged for and used to pay the principal installments of and interest on with respect to the bonds to be issued by the Authority as provided by this Contract and authorized by law, and the Local Unit covenants and agrees that it will make all required payments to the Authority promptly and at the times herein specified without regard to whether the System is actually completed or placed in operation.

SECTION 16. Additional Bonds. If the proceeds of the sale of the bonds to be issued by the Authority are for any reason insufficient to complete the Local Unit's share of the cost of the System, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the Local Unit's share of completing the System and to increase the annual payments required to be made by the Local Unit in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the Authority shall issue bonds pursuant to this Contract and the Local Unit shall be committed to retire such amount of bonds as may be necessary to pay the Local Unit's share of the costs of the System whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 233 and any increase in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of such additional bonds, the Local Unit may pay over to the Authority, in cash, sufficient moneys to complete the Local Unit's share of the System.

SECTION 17. Surplus Bond Proceeds. After completion of the System and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the Authority for either of the following purposes, at the sole option of and upon request made by resolution of the Local Unit, to wit: (a) for additional improvements to the System or for other projects of the Authority undertaken on behalf of the Local Unit; subject to approval of the Authority; or (b) credited by the Authority toward the next payments due the Authority by the Local Unit hereunder.

SECTION 18. Voidability. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of the bonds pursuant to Act 233, and if for any reason whatsoever said bonds are not issued and sold within two (2) years from the date of this Contract, this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect.

SECTION 19. Bondholders' Rights. The Authority and the Local Unit each recognize that the owners from time to time of the bonds issued by the Authority under the provisions of Act 233 to finance the cost of the System will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by the Authority and the Local Unit that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or

revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Unit and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such bonds shall be deemed to be for the benefit of the owners of said bonds.

SECTION 20. Contract Term. This Contract shall remain in full force and effect from the effective date hereof (as provided in Section 23) until the bonds issued by the Authority are paid in full, but in any event not to exceed a period of thirty (30) years. At such time within said 30-year term as all of said bonds are paid, this Contract shall be terminated. In any event, the obligation of the Local Unit to make payments required by this Contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

SECTION 21. Indemnification. The parties hereto hereby expressly agree that the Authority shall not be liable for and the Local Unit shall pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of the System, this Contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the Authority be held harmless by the Local Unit from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Authority or by negligence for which the Authority may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Local Unit will also pay, indemnify and save the Authority harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Authority on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the Authority has not paid the same, the Local Unit shall be obligated to pay to the Authority, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the Authority by reason of any such claims or demands, whether said claims or demands are groundless or not, the Local Unit shall, upon written notice and demand from the Authority, but will not, without written consent of the Authority, settle any such action in the proceeding. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Authority against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the Authority's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this Contract or the issuance, sale or delivery of the bonds herein described.

SECTION 22. Successors and Assigns. This Contract shall inure to the benefit of and be

binding upon the respective parties hereto, their successors and assigns.

SECTION 23. Effectiveness of Contract. This Contract shall become effective upon (i) approval by the legislative body of the Local Unit, (ii) approval by the Board of the Authority, (iii) expiration of the forty-five day period following publication by the Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the Local Unit, and (iv) due execution by the Supervisor and Township Clerk of the Local Unit and by the Chair and Secretary of the Authority.

SECTION 24. Downward Adjustment of Bond Amount. In the event construction bids are received by the Authority pursuant to Section 9 hereof and such bids are below the Consulting Engineers' estimates thus necessitating a smaller amount of Bonds for the Local Unit's share to be issued than \$8,000,000, the Director of the Authority and the Treasurer of the Local Unit are each authorized on behalf of the Authority and the Local Unit, respectively, to agree to a revised principal amount of the Bonds and a revised maturity schedule and to approve the same as an addendum to this Contract. If a lower amount of Bonds is required and if such lower amount and revised maturity schedule is agreed to and approved by the Director of the Authority and the Treasurer, respectively, this Contract shall be construed as referring to the reduced principal amount of said Bonds and the revised maturity schedule therefor.

SECTION 25. Counterparts. This Contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

In the presence of:

CHARTER TOWNSHIP OF
YPSILANTI

By: _____
Supervisor

By: _____
Township Clerk