

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 8, 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 Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

A. 7:00 P.M. – SPECIAL ASSESSMENT LEVY, RESOLUTION NO. 2012-26
(Public Hearing set at the September 24, 2012 Regular Meeting)

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

There were no public comments.

The public hearing was closed at 7:03 p.m.

Clerk Lovejoy Roe read Resolution No. 2012-26 into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Resolution No. 2012-26, Special Assessment Levy (see attached). The motion carried unanimously.

AATA COUNTY WIDE TRANSPORTATION PLAN PRESENTATION

A. BOARD DISCUSSION AND COMMENTS

Clerk Lovejoy Roe introduced Michael Benham of Ann Arbor Transit Authority who conducted a presentation and answered questions. She also introduced her Co-Chairperson from the southeast district, John McGeehe.

Clerk Lovejoy Roe reported that on October 2, 2012, the AATA Board voted to incorporate the new authority and that Ypsilanti Township had thirty days in which to decide whether or not to be a part of the County Wide Transportation system.

Mr. Benham explained that transit needs had expanded beyond the historical boundaries of AATA and the reason this program was developed was to propose services all over the county. He focused on the changes in services in the Southeast District, which included Augusta and Ypsilanti Townships and a representative on the new transit board.

Claudia Young, Township resident supported the new plan and felt it was a great idea, especially for Lincoln students that were in need of a ride home after school activities, to and from jobs and for senior citizens.

Arloa Kaiser, Township resident asked if there would be a vote on the taxes and if residents would have any input on how the money was spent.

Mr. Benham gave a brief explanation of the financial aspects of the program.

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Lawrence Johnson, Township resident asked what percentage of the budget was actually paid by fares as compared to other subsidies. He also asked what the projected percentage of the budget would be coming from fares.

Mr. Benham replied it was currently about 20% and under the new Transit Authority, it would be about 23%.

Wilma Gold-Jones, Township resident stated she was in favor of the new transit system for economic reasons.

Trustee Eldridge asked if the cost of fares would go up and if so, why were they asking for a millage and fare increase. He asked what the cost would be for Township residents for .58 mils., based on today's values. He also wanted to know what the status of Augusta and Superior Township was with the new plan.

Mr. Benham said a fare increase had been considered but that decision would only be made by the new Transit Authority. He said a financial task force had convened about a year ago and challenged both the millage and fare increase to even the load. He estimated the cost at about \$60 for a \$200,000 household.

John McGeehe, Co-Chairperson said this item was on the Augusta Township agenda for October 9th and he felt it would take them at least two meetings to reach a decision.

Supervisor Stumbo asked if she was correct in assuming that if Augusta Township opted out of the new plan, service would not extend down to Lincoln Schools. Mr. Benham replied that she was correct.

Trustee Eldridge asked if Ypsilanti Township remained in the plan, if they would have a voice on the board to set policy and if those who opted out would not have that opportunity.

Mr. McGeehe explained that if opt outs took place, the service areas would be refined.

Clerk Lovejoy Roe briefly explained that the new board would be created when all the townships had decided whether to be a part of the new Transit Authority and the millage and policy would be decided at that point.

Supervisor Stumbo asked for a map outlining the service area. She also asked if seniors could call for door-to-door service, be taken to their destination and then have the same service to return home. Mr. Benham replied that she was correct. She explained that was the number one reason she supported the new transit authority and stated that many seniors had come to the library in support of that service.

She stated that regional transportation was important for economic growth. Young people liked mass transportation as opposed to having the expenses associated with their own vehicle. She said she appreciated Clerk Lovejoy Roe's participation in the program.

Trustee Eldridge asked what percentage of Township residents currently used AATA services. Mr. Benham replied that he did not have that number available but would get it.

Discussion followed on the addition of services.

Clerk Lovejoy Roe explained that the more convenient the services were, the more they were used and many of the details about the new program could be found at movingyouforward.org.

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Mark Gamper, Township resident questioned if the current board was working on a plan for economic development concerning this new transportation plan.

Supervisor Stumbo said if the plan was approved, that would definitely be part of the package to connect prospective economic developers to Ypsilanti Township.

Monica Ross-Williams commented that her biggest concern was the fact that in the media, the residents of Ann Arbor somehow felt Ypsilanti Township residents would not pay their fair share.

Mr. Benham said that he got that question from every district. He said one reason a new board was being created with fifteen members was to oversee development and provision of services consistent with all the different communities.

Joseph Alexander, Township resident said he totally agreed with this project and felt it was even behind schedule and needed to be implemented as soon as possible.

Supervisor Stumbo said the decision had to be made by November 2, 2012, whether or not to opt out of this program and it would continue to be considered until that date.

PUBLIC COMMENTS

Monica Ross-Williams, on behalf of the Park Commission read a statement into the record regarding a smoke free policy to qualify for grant money (see attached).

Sandy Andresen, Township resident said she was speaking as a resident and not a Park Commissioner. The April 23, 2012 minutes of the Work Session reflected that she was told the Township officials would support an effort to raise funds for obtaining water and sewer service, plus a pavilion for Ford Heritage Park. She also read a statement into the record (see attached). She asked the Board if they would respond to her and they agreed to do so.

Deborah Borden, from the Washtenaw County Health Department requested support for a tobacco free park policy.

Arloa Kaiser questioned how much more could be added to the responsibilities of the park rangers and asked how they could possibly prevent people smoking.

Monica Ross-Williams said consideration needed to be given to all the tax-paying residents, not to just a few that still smoked. Discussion followed.

CONSENT AGENDA

**A. MINUTES OF THE SEPTEMBER 24, 2012 WORK SESSION AND
REGULAR MEETING**

B. STATEMENTS AND CHECKS

A motion was made by Trustee Eldridge, supported by Trustee Mike Martin to approve the Consent Agenda. The motion carried unanimously.

SUPERVISOR REPORT

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9/25/12

- Larry Doe and I attended the YCUA Board meeting.

9/26/12

- Larry Doe, Jeff Castro, Director of YCUA, Dwayne Harrington, Director of Financing and I met with David Williamson to review YCUA financials.
- Larry Doe and I met with Kirk Profit and Conan Smith regarding Willow Run Airport economic development.
- Attended evening meeting with residents of Oaklawn Street and Roy Townsend, Director of the Washtenaw County Road Commission regarding road drainage issues.

9/27/12

- Three full time officials attended weekly development team meeting.
- Engineers from the Road Commission attended and stated that they would conduct another speed study and traffic count for the Whittaker/Merritt road intersection. Some of the solutions discussed were stop signs, a blinking light and additional signage.
- Karen Roe and I attended meeting at SPARK East for citizen input on proposed Recreation Center on Michigan Avenue. It was very well attended and a great opportunity for our community.

9/28/12

- Three full time officials attended River Up meeting at the Washtenaw County Recreation offices.

9/30/12

- Attended memorial service for Mrs. Chun.

10/1/12

- Debbie Graham and I attended training for the BS&A purchasing system.

10/2/12

- Debbie Graham and I attended training for the BS&A purchasing system.
- Fire Chief Copeland and I attended the Oaklawn/Hawthorne NHW meeting.

10/3/12

- Tammie Keen & I attended training for the BS&A budgeting system.
- Met with Mark Nelson, Magistrate 14 B Court to discuss county IT support for their computer system and hardware, this agreement would be coming to the Board.

10/4/12

- Mike Radzik and I met with Tanya Hilgendorf, Director of the Humane Society of Huron Valley.
- Mike Radzik and I met with Verna McDaniel and Sheriff Clayton regarding animal control services and future costs. This would be brought to the Board as part of the budget discussion.

10/5/12

- Attended YCUA personnel meeting.
- Jean Hall Currie and I attended Dress for Success event at the Marriott.
- Larry Doe, Jeff Allen, Doug Winters and I met with the Ypsilanti City Manager, City Attorney and Public Works Director regarding the agreement for paving Grove Road. Our attorney was working on putting the resolution together to be brought to the board in October/November.

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10/6

- Attended the Senior Citizen Fall Bazaar at the Community Center. This was a great event and was very successful.
- Attended Grace Church Community and St. Mark's Lutheran Block Party.

CLERK REPORT

- Reminder that Saturday, October 27, 2012 would be the County Wide Cleanup from 9:00 a.m. to 2:00 p.m. at EMU, Rynearson Stadium.
- Absentee ballots would be sent out on Tuesday, October 9, 2012.
- Last day to register to vote would be Tuesday, October 9, 2012.
- Sample ballots for each precinct were available online at ytown.org under the Clerk's Office heading.
- She encouraged voters to vote Absentee.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters shared a response from the Detroit Free Press from mayoral candidate for Detroit, Mike Dugan. Mr. Dugan was asked a question about what could be done for Detroit neighborhoods and he answered that the single most important thing to do to turn neighborhoods around was to make property owners be responsible. Mr. Winters felt that was exactly what the Township had been doing.

Mr. Winters highlighted some current properties:

- 795 Lamay Street was going to be demolished since it was beyond repair.
- 773 Lamay Street was being repaired by the property owner who lived in Adrian
- 1095 Jones Street was being considered by Habitat for Humanity to work out a deal with the bank and property owner who had fallen on hard times.
- 1269 Lester Street was owned by Bank of America and they had cleaned up the property.
- 257 S. Wallace Street was owned by HUD and they had agreed to remediate.
- 1395 Ecorse – lawsuit would be filed this week.

OLD BUSINESS

1. GROUNDCOVER NEWS

Supervisor Stumbo said this item had been tabled at the September 10, 2012 Regular Meeting,

A motion was made by Trustee Eldridge, supported by Trustee Hall Currie to remove this item from the table.

The motion carried as follows:

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

A motion was made by Clerk Lovejoy Roe to allow Groundcover News to be exempt from the ordinance for a period of 30 days and request an additional 30 days exemption after further review. The motion failed due to lack of support.

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A motion was made for the purpose of discussion by Clerk Lovejoy Roe, supported by Trustee Eldridge to exempt Groundcover News for a 30 day trial period with the opportunity to seek a 30 day renewal.

Greg Hoffman, Groundcover News provided a brief background of the paper and its operation.

Supervisor Stumbo asked why they were not selling in Pittsfield Township.

Mr. Hoffman replied that he did not personally know if any of the vendors were selling in Pittsfield.

Trustee Scott Martin expressed his concern that there were no viable sidewalk areas on Washtenaw. He asked if vendors had asked for and if it had been granted to sell on private property.

Treasurer Doe asked how many people could be selling the paper at any given time. He said he did not understand why the Pittsfield area of Washtenaw had not been utilized.

Peggy Dunham, a vendor who had been working for Groundcover News for six months and had known about it for two years said it depended on the time of day and the distance as to how many vendors were selling in the Ann Arbor area. She expressed their desire to be able to expand and sell in Ypsilanti Township.

Trustee Eldridge asked again, why the Pittsfield area had not been utilized by the vendors since approval had already been given.

Ms. Dunham said she and other vendors had tried and were told they must stay on the sidewalk and felt it was too far away from businesses to be successful. She said some had successfully worked at the fast food areas on Washtenaw.

James Woods, another vendor for Ground News said he had personally sold in Pittsfield and had a good response from the foot traffic. He said the response in the City of Ypsilanti had been great and they had been careful not to go into the Township with no permit. He stated that it was getting very crowded in Ann Arbor for the vendors and that was the reason they would like to expand.

Trustee Mike Martin commented that he liked people who wanted to be self-sufficient but when it came to business, location was what made it successful. He said the Ann Arbor area with the dense population and city environment was a great location but Ypsilanti Township was not set up that way. He expressed his inability to come to a decision on this matter since he felt the location was not right for vendors to be successful.

Supervisor Stumbo asked if they had considered approaching private businesses, such as Kroger that had a lot of pedestrian traffic.

Mr. Hoffman said they were a new organization and had mostly utilized public areas to provide opportunities for their vendors to be successful.

Clerk Lovejoy Roe addressed Ms. Dunham and Mr. Woods saying she knew that legally they could panhandle anywhere. She realized the whole idea of selling as a vendor was a new enterprise and as with any new business, there would be struggles to go through. She suggested trying to set up a meeting with Kroger on their behalf and would be willing to try it for 30 days.

Trustee Mike Martin asked if it were fair to say the vendors did not have the success in Pittsfield that they did in Ann Arbor. He said if Groundcover News could bring back a positive model from Pittsfield to show it was working, he would be more inclined to permit the temporary trial basis in Ypsilanti Township.

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Mr. Woods said he does well in Pittsfield but felt a permit in Ypsilanti Township would be beneficial to him.

The motion failed.

NEW BUSINESS

1. BUDGET AMENDMENT #9

Clerk Lovejoy Roe read the amendment into the record.

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

Supervisor Stumbo explained most of the Budget Amendments were Tax Tribunal settlements with the General Motors facility and Bosal, as well as the engineering services for the Tyler Road Dam and an increase for traffic calming devices.

2. 2012 YPSILANTI TOWNSHIP SEVENTH AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION IN THE AMOUNT OF \$283,000 TO BE PAID WITH BOND PROGRAM FUNDS

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2012 Ypsilanti Township Seventh Agreement with the Washtenaw County Road Commission in the amount of \$283,000 to be paid with Bond Program Funds. The motion carried unanimously.

3. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE WASHTENAW COUNTY ROAD COMMISSION AGREEMENTS FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES ON PARKWOOD AVENUE AND CRESTWOOD AVENUE IN THE AMOUNT OF \$58,856, BUDGETED IN LINE ITEM #101.446.000.818.022

A motion was made by Trustee Hall Currie, supported by Treasurer Doe to approve the Washtenaw County Road Commission agreements for the installation of traffic calming devices on Parkwood Avenue and Crestwood Avenue in the amount of \$58,856, budgeted in line item #101.446.000.818.022. The motion carried unanimously.

4. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE AGREEMENT WITH STANTECH OF ANN ARBOR TO COMPLETE INVESTIGATIVE REVIEW OF THE TYLER DAM AND POND TO ADDRESS THE MDEQ 2010 DAM SAFETY REPORT IN THE AMOUNT OF \$32,000, WITH \$24,000 BUDGETED IN LINE ITEM #252.252.000.801.000 AND THE REMAINING \$8,000 TO BE BUDGETED IN THE 2013 BUDGET, CONTINGENT UPON ATTORNEY APPROVAL

A motion was made by Trustee Scott Martin, supported by Trustee Eldridge to approve the agreement with Stantech of Ann Arbor to complete an investigative review of the Tyler Dam and Pond to address the MDEQ 2010 Dam Safety Report in the amount of \$32,000, with \$24,000 budgeted in line item #252.252.000.801.000 and the remaining \$8,000 to be budgeted in the 2013 Budget, contingent upon attorney approval. The motion carried unanimously.

- 5. AUTHORIZATION TO APPROVE CONFIRMATION AND MEMORANDUM OF LEASE BETWEEN SBA MONARCH TOWERS I, LLC AND CHARTER TOWNSHIP OF YPSILANTI FOR WIRELESS COMMUNICATION TOWERS LOCATED AT 7200 S. HURON RIVER DRIVE AND 9075 S. HURON RIVER DRIVE**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize the signing of the Memorandum of Lease between SBA Monarch Towers I, LLC and the Charter Township of Ypsilanti for wireless communication towers located at 7200 S. Huron River Drive and 9075 S. Huron River Drive. The motion carried unanimously.

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO AWARD THE LOW BID FOR THE COMMUNITY CENTER ROOF REPAIR BID TO PAT USA, NOT TO EXCEED \$38,000, BUDGETED IN LINE ITEM #212.970.000.975.535**

A motion was made by Trustee Hall Currie, supported by Treasure Doe to approve the request of Jeff Allen, RSD Director to award the low bid for the Community Center roof repair bid to PAT USA, not to exceed \$38,000, budgeted in line item #212.970.000.975.535. The motion carried unanimously.

Supervisor Stumbo said this was the third time this bid had gone out.

ADJOURNMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 9:03 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. 2012-26

SPECIAL ASSESSMENT LEVY

WHEREAS, the Charter Township of Ypsilanti Board of Trustees, on October 8, 2012 held a public hearing on the proposed special assessment roll prepared by the Assistant Assessor, a copy of which is on file in the Clerk's Office, after advertising the same in a newspaper of record in the Township, and;

WHEREAS, on October 8, 2012, the Ypsilanti Township Board heard comments on said proposed special assessment roll prepared by the Assistant Assessor.

NOW THEREFORE, BE IT RESOLVED that the proposed special assessment roll prepared by the Assistant Assessor for the Charter Township of Ypsilanti be adopted and the amounts set forth on the special assessment roll be levied on the 2012 Winter Tax Roll.

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. 2012-26 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 8, 2012.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Statement at October 8, 2012 Board of Trustees Meeting

Tobacco Free Parks was first presented to a group of Park Commissioners on April 30, 2012 by Ms. DeBorah Borden of the Washtenaw County Public Health Department. A formal presentation occurred at the regularly scheduled meeting of June 4, 2012. There was discussion about enforcement, signage, etc. Ms. Borden informed us, that should we pass the policy prior to the end of September we would be eligible for grant money, which would cover signage for all parks. After much discussion, the Park Commission passed a motion to pursue the adoption of a smoke free policy for all of our township parks. Following the passage of the motion, there was considerable discussion how to proceed. Trustee Stan Eldridge was present at the meeting and suggested that the Commission draft language for a resolution and ordinance to be presented for legal review.

At the July 2, 2012 meeting the Park Commissioners reviewed potential ordinance language and formed a committee to write draft language.

The chair met with Jeff Allen on July 3 and shared the information regarding the policy. Jeff proposed a timeline, which if adhered to would allow us to complete the legal review, and the first and second readings in a timely fashion to qualify for the available grant monies. The draft language for both the resolution and the ordinance were given to Jeff one week later, and two weeks prior to his requested date.

The August 6, 2012 minutes reflect that the Park Commission added a new recommendation to the Township Board. "XII. Recommendations, if any, to the Township Board, C. The park commission recommends adoption of the Tobacco Free Park policy." That recommendation also appeared on the September 4, 2012 minutes. As you are aware, a courtesy copy of the Park Commission minutes is forwarded to the Board of Trustees and Jeff Allen every month. In the e-mail accompanying the minutes, the Commissions secretary included a note after the list of recommendations to the Township Board that stated, "Please note the park commission is waiting for a status update on the attorney review of the proposed Tobacco Free Parks ordinance language review."

Michigan Compiled Law (MCL), Township Parks and Places of Recreation Act 157 of 1905 specifically states in the introduction of the Act that it is, "An act to provide for the acquisition, maintenance, management, and control of township parks..." This language is repeated in "41.426a Township park commission; authority generally. Sec. 6a. The township park commission shall have authority to acquire, maintain, manage, and control township parks and places of recreation..."

In light of the statutory responsibility of the elected Park Commission as granted by MCL the Commissioners approved Tobacco Free Parks and sent draft language onto the attorney for review. The attorney chose not to review the documents sent to his office. Instead the attorney delayed review of the documents submitted to him in

Fund Raising for Water, Sewer, & Pavilion at Ford Heritage Park Project

The April 23, 2012 minutes of the Township Board's Work Session reflect that I was told that the Township officials would assist me with support and input in an effort to raise funds for obtaining water and sewer service, plus a pavilion for Ford Heritage Park. Throughout the remainder of this statement we shall refer to this as the Project.

On May 21, 2012 I met with the three Administrative Officials concerning the Project. At that meeting I shared my vision of how I hoped to approach the fund raising and explained why I believed it was possible for that type of fund raising to be achievable for this Project. This was going to be a very different process from what I was involved with in raising funds for the Playground Adventures project. At the May meeting I shared approximately six companies names that I believed might be willing to sponsor a major portion of the Project. I also shared with the Officials that I would be willing to work at this Project until the spring of 2013. As with Playground Adventures, I did not see this as a Park Commission Project, but rather, I would be pursuing monies as a township resident. The Administrative Officials told me that they would help me make contact with the companies.

As I followed up with the Administrative Officials, I was told that they had made some contacts. Specifically, the Supervisor told me that when she made one contact she was told that the time to pursue making an appointment would be in the fall. Whenever I crossed paths with any of the three officials I would ask about contacts. I sent an e-mail on July 8, 2012 asking if they had, "been able to connect with any potential contacts where I might be able to present the project." I did not receive a response.

When fall arrived I again attempted to follow up with the Administrative Officials, through conversation when crossing paths with them and most recently through two e-mails. The first e-mail was October 1, 2012 and the second October 4, 2012. In each e-mail, I requested a short 15-minute meeting with the three Administrative Officials. I stated the purpose of the meeting, "to discuss my offer to pursue funds for sewer, water, and a pavilion at Ford Heritage Park." I did not receive a response to either message.

Once before I raised funds for a project which was built and is now considered the destination playground in the Township. I did this during the time that I was serving as a Park Commissioner, but I did it as a Township resident. Playground Adventures was not a Park Commission project. I am not a lame-duck resident. There is no for-sale sign in my front yard, and I am not planning on moving out of the Township in the near future. Yet for some reason you refuse to answer my requests to meet with you. You have not provided me with the opportunity to ask you privately if you are willing to assist me with contacts as you publicly stated you

CHARTER TOWNSHIP OF YPSILANTI

2012 BUDGET AMENDMENT #9

October 8, 2012

101 - GENERAL OPERATIONS FUND

Total Increase \$63,879.75

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2009-2011 taxes for General Motors and Bosal 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	<u>\$5,023.75</u>	
	Net Revenues	<u>\$5,023.75</u>	

Expenditures: Tax Refund Expenditures	101.956.000.956.006	<u>\$5,023.75</u>	
	Net Expenditures	<u>\$5,023.75</u>	

Increase highway street & road construction expenditure budget for installation of traffic calming devices (speed humps) on Parkwood Ave and Crestwood Ave. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues: Prior Year Fund Balance	101.000.000.699.000	<u>\$58,856.00</u>	
	Net Revenues	<u>\$58,856.00</u>	

Expenditures: Highway St & Road Construction	101-446-000-818.022	<u>\$58,856.00</u>	
	Net Expenditures	<u>\$58,856.00</u>	

206 - FIRE FUND

Total Increase \$15,486.46

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2009-2011 taxes for General Motors and Bosal 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	<u>\$15,486.46</u>	
	Net Revenues	<u>\$15,486.46</u>	

Expenditures: Tax Refund Expenditures	206.206.000.956.010	\$13,627.73	
Tax Refund Expenditures-Fire Pension	206.852.000.956.014	<u>\$1,858.73</u>	
	Net Expenditures	<u>\$15,486.46</u>	

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

Total Increase \$4,895.77

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2009-2011 taxes for General Motors and Bosal 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	212.000.000.699.000	<u>\$4,895.77</u>	
	Net Revenues	<u>\$4,895.77</u>	

Expenditures: Tax Refund Expenditures	212.212.000.956.010	<u>\$4,895.77</u>	
	Net Expenditures	<u>\$4,895.77</u>	

CHARTER TOWNSHIP OF YPSILANTI

2012 BUDGET AMENDMENT #9

October 8, 2012

226 - ENVIRONMENTAL SERVICES FUND

Total Increase \$8,176.64

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2009-2011 taxes for General Motors and Bosal 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>\$8,176.64</u>	
	Net Revenues	<u><u>\$8,176.64</u></u>	

Expenditures: Tax Refund Expenditures	226.226.000.956.010	<u>\$8,176.64</u>	
	Net Expenditures	<u><u>\$8,176.64</u></u>	

252 - HYDRO STATION FUND

Total Increase \$24,000.00

Increase the expenditure line item for professional services to be used for consulting expense for the Tyler Road Dam. The proposal for the project from Stantec of \$32,000 calls for 24,000 in 2012 and 8,000 to be budgeted in 2013. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues: Prior Year Fund Balance	252-000-000-699-000	<u>\$24,000.00</u>	
	Net Revenues	<u><u>\$24,000.00</u></u>	

Expenditures: Professional Services	252-252-000-801-000	<u>\$24,000.00</u>	
	Net Expenditures	<u><u>\$24,000.00</u></u>	

266 - LAW ENFORCEMENT FUND

Total Increase \$17,877.51

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2009-2011 taxes for General Motors and Bosal 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>\$17,877.51</u>	
	Net Revenues	<u><u>\$17,877.51</u></u>	

Expenditures: Tax Refund Expenditure	266.301.000.956.010	<u>\$17,877.51</u>	
	Net Expenditures	<u><u>\$17,877.51</u></u>	

595 - MOTORPOOL FUND

Total Increase \$10,000.00

Increase the expenditure line item for Gas and Oil used for the Township vehicles due to higher than anticipated fuel costs this past year. This is funded by an increase in the revenue line item for Fuel and Fluids that is allocated out to each Township department by the usage.

Revenues: Fuel and Fluids	595.000.000.607.520	<u>\$10,000.00</u>	
	Net Revenues	<u><u>\$10,000.00</u></u>	

Expenditures: Gas and Oil	595-595-000-867.000	<u>\$10,000.00</u>	
	Net Expenditures	<u><u>\$10,000.00</u></u>	

Motion to Amend the 2012 Budget (#9):

Move to increase the General Fund budget by \$63,880 to \$8,051,304 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$15,486 to \$5,007,145 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Road, & General Operations Fund (BSRII) by \$4,896 to \$2,939,340 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$8,177 to \$2,628,408 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$24,000 to \$408,975 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$17,878 to \$6,502,145 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund by \$10,000 to \$145,325 and approve the department line item changes as outlined.

**2012 YPSILANTI TOWNSHIP SEVENTH AGREEMENT
(Bond Program)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, 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. Sturtevant Manor and Fiesta Subdivisions:

Work to include milling the existing surface and the placement of a 3" bituminous overlay with limestone shoulders, structure adjustments, ADA sidewalk ramp upgrades, and project restoration. Roads to include Auburndale Avenue, Ottawa Avenue, Montreal Street, and Debby Court.

Estimated Project Cost: \$ 143,000.00

2. Oaklawn Boulevard, Tyler Road to Ecorse Road:

Work to include tree removal, ditching, driveway culvert installation, driveway approach surfacing, curb and gutter replacement, structure adjustments, ADA sidewalk ramp upgrades, pulverization, reshaping and compaction of the existing surface, placement of 4" HMA pavement, and project restoration.

Estimated Project Cost: \$ 140,000.00

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

2012 LOCAL ROAD BOND PROGRAM

Sturtevant Manor & Fiesta Subdivisions	\$	143,000.00
Oaklawn Boulevard		140,000.00

Total	\$	283,000.00
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ESTIMATED AMOUNT TO BE FUNDED BY YPSILANTI TOWNSHIP
BOND PROGRAM UNDER THIS AGREEMENT DURING 2012:

\$ **283,000.00**

FOR YPSILANTI TOWNSHIP:

_____	_____	Witness
Brenda L. Stumbo, Supervisor		

_____	_____	Witness
Karen Lovejoy Roe, Clerk		

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____	_____	Witness
Douglas E. Fuller, Chair		

_____	_____	Witness
Roy D. Townsend, Managing Director		

PARKWOOD AVENUE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012 between the Township Board of the Charter Township of Ypsilanti, Washtenaw County and the Board of Washtenaw County Road Commissioners.

WHEREAS, the Charter Township of Ypsilanti desires to install a total of seven (7) speed humps on Parkwood Avenue between Ecorse Road and Glenwood Avenue.

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

THEREFORE, BE IT AGREED that the Washtenaw County Board of Road Commissioners will install these speed humps at an estimated cost of \$40,514 and bill the Charter Township of Ypsilanti following completion of the installation.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage 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.

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor

Witness

Karen Lovejoy Roe, Clerk

Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

CRESTWOOD AVENUE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012 between the Township Board of the Charter Township of Ypsilanti, Washtenaw County and the Board of Washtenaw County Road Commissioners.

WHEREAS, the Charter Township of Ypsilanti desires to install a total of three (3) speed humps on Crestwood Avenue.

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

THEREFORE, BE IT AGREED that the Washtenaw County Board of Road Commissioners will install these speed humps at an estimated cost of \$18,342 and bill the Charter Township of Ypsilanti following completion of the installation.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage 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.

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor

Witness

Karen Lovejoy Roe, Clerk

Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness



Stantec

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective October 8, 2012 (the "Agreement Date") by and between:

"CLIENT"

Name: CHARTER TOWNSHIP OF YPSILANTI
Address: 7200 South Huron River Drive, Ypsilanti, Michigan 48197
Phone: (734) 484-0073 Fax: (734) 544-3501
Representative: Jeff Allen, RSD Director

"Stantec"

Name: STANTEC CONSULTING MICHIGAN INC.
Address: 3754 Ranchero Drive, Ann Arbor, Michigan 48108
Phone: (734) 214-2525 Fax: (734) 761-1200
Representative: Paul Malocha, PE, Senior Project Engineer

PROJECT NAME (the "PROJECT"):

Tyler Dam - Phase I, Ypsilanti Township

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and Stantec by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by ~~30-60~~ days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to Stantec in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to Stantec all relevant information or data pertinent to the PROJECT which is required by Stantec to perform the SERVICES. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the CLIENT or its consultants then Stantec shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by Stantec, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the SERVICES. Whether arranged by the CLIENT or Stantec, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by Stantec and whenever prompt action is necessary shall inform Stantec of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for Stantec's entry to the PROJECT site as well as other public and private property as necessary for Stantec to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay Stantec in the performance of the SERVICES.

STANTEC's RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the SERVICES. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the



performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by Stantec shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve Stantec from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay Stantec for the SERVICES performed to the date of termination. Non-payment by the CLIENT of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, ~~upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs.~~ In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by Stantec, CLIENT agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.



When field services are provided by Stantec, the authority for general administration of the PROJECT shall reside with Stantec only to the extent defined in this AGREEMENT. In such case, Stantec shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the CLIENT.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, Stantec shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: The CLIENT releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of Stantec.

It is further agreed that the total amount of all claims the CLIENT may have against Stantec under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the SERVICES or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Stantec knowingly encounters any such substances, Stantec shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Stantec, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Stantec. Stantec and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the PROJECT are instruments of service for the execution of the PROJECT. Stantec retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to Stantec of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by Stantec in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the CLIENT agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.



Stantec

PROFESSIONAL SERVICES AGREEMENT

Page 4

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Stantec, the CLIENT and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor Stantec shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: Stantec will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. Stantec will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. Stantec will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of Stantec or any of Stantec's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and Stantec relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and Stantec. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and Stantec.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

CHARTER TOWNSHIP OF YPSILANTI

STANTEC CONSULTING MICHIGAN INC.

Print Name and Title

Damien Wetzel, PE, Senior Associate
Print Name and Title

Per: _____

Per: _____



5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

sbsite.com

Record and return to:
J. Coleman Prewitt, Esq.
SBA Monarch Towers I, LLC
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226.9365
SBA Site ID: MI40153-A

CONFIRMATION AND MEMORANDUM OF LEASE

Re: Lease with SBA Monarch Towers I, LLC with respect to certain real property (the "Property") located at 9075 S. Huron River Drive, Ypsilanti, MI 48197 (the "Lease");
Site Id #: MI40153-A Site Name: Ford Lake Park

To Whom It May Concern:

SBA Communications Corporation ("SBA") recently acquired ownership of Mobilitie Investments, LLC and changed its name to SBA Monarch Towers I, LLC (your "Tenant"). Tenant's address is 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487 and your address, as landlord, is 7200 S Huron River Drive, Ypsilanti, MI 48197. SBA is a first choice provider and leading owner and operator of wireless communications infrastructure in North and Central America. For more information regarding SBA, please visit: www.sbsite.com.

Since we now own your Tenant, we would like to confirm certain matters regarding the Lease. Also, your Tenant or one of its affiliates is obtaining financing (the "Loan") from a lender (together with its successors and assigns, the "Lender"), and will be pledging its interest in the Lease as collateral for the Loan and the Lender is also requesting confirmation of certain matters regarding the Lease. We therefore request that you confirm to us, and to Lender, that the following statements are true as of the date you sign this with the understanding that we and the Lender will be relying on these confirmations:

(a) The Lease was executed on July 21, 2006. The original tenant under the Lease was T-Mobile Central LLC, a Delaware corporation ("Carrier"). Carrier assigned its interest under the Lease, which is now held by Tenant.

(b) The real property leased by Tenant under the terms of the Lease, along with any corresponding easements granted, is described on Exhibit A attached hereto. The current term of the Lease is five (5) years commencing on July 31, 2011 and ending on July 30, 2016, with four (4) remaining renewal terms of five (5) years each. The terms of the Lease shall run with the land described on Exhibit A. The original Lease is on file with Tenant at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487.

(c) The Lease is in full force and effect.

(d) We are also changing the address under the Lease where notices to Tenant should be sent. All future notices sent in accordance with the terms of the Lease should be sent to Tenant at SBA Monarch Towers I, LLC, 5900 Broken Sound Parkway NW, Boca Raton, FL 33487, Attention Thomas P. Hunt, General Counsel, with a copy to Lender at an address to be provided to you by Tenant in the future.

Also, we request that you agree, except to the extent the Lease grants greater rights or protections to Tenant or Lender, that the following provisions shall apply with respect to the Lease:

(e) If Lender exercises any rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, you agree to accept such

exercise of rights by Lender as if same had been exercised by Tenant, and Tenant, by signing below, confirms its agreement with this provision.

(f) If there is a monetary default by Tenant under the Lease, you will accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Tenant under the Lease to cure such default, prior to terminating the Lease. If there is a non-monetary default by Tenant under the Lease, Landlord will accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Tenant under the Lease to cure such default, prior to terminating the Lease.

(g) The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Lender.

(h) If the Lease is terminated as result of a Tenant default or is rejected in any bankruptcy proceeding, you will enter into a new lease with Lender or its designee on the same terms as the Lease within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender pays all past due amounts under the Lease. However, this is not applicable to normal expirations of the lease term.

This letter shall be binding on Landlord and Tenant and their respective successors and assigns and shall inure to the benefit of Lender. Tenant shall have the right to record this letter and it shall serve as a memorandum of the Lease. Tenant shall have the right to record this letter and this recorded letter shall be deemed to provide notice of all of terms of the Lease.

Please indicate your agreement to the foregoing matters by countersigning this letter in the space provided in the presence of two witnesses and a notary public and returning an original, countersigned, witnessed and notarized copy of this letter to Tenant in the enclosed prepaid Federal Express envelope.

SBA Monarch Towers I, LLC appreciates your cooperation in this matter. If you have any questions please telephone Susan Graham at 1-800-487-7483, ext. 9513.

WITNESSES:

SBA Monarch Towers I, LLC, a Delaware limited liability company, f/k/a Mobilitie Investments, LLC

Coleman Prewitt

Neil Seidman
Vice President

Kaylin Lou

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by Neil Seidman, Vice President of SBA Monarch Towers I, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me.

WITNESS my hand this ____ day of _____, 2012.

Print Name: _____
NOTARY PUBLIC: _____
My Commission Expires: _____

WITNESSES:

Print Name: _____

Print Name: _____

LESSOR:

Township of Ypsilanti, a Michigan municipal
corporation

By: _____
Name: _____
Title: _____

Township of Ypsilanti, a Michigan municipal
corporation

By: _____
Name: _____
Title: _____

Print Name: _____

Print Name: _____

STATE OF MICHIGAN
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by
_____, _____ of the Township of Ypsilanti, a Michigan
municipal corporation.

Signature: _____

Title: _____

STATE OF MICHIGAN
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by
_____, _____ of the Township of Ypsilanti, a Michigan
municipal corporation.

Signature: _____

Title: _____

EXHIBIT A

THE LEASED AREA AND EASEMENT DESCRIPTIONS

A portion of the property described as follows:

The Land is described and/or depicted as follows (metes and bounds description):

APN: 11-23-300-019

**A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR
ATTACHED HERETO**

County of Washtenaw, Township of Ypsilanti, State of Michigan, is described as follows:



5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

sbsite.com

Record and return to:
J. Coleman Prewitt, Esq.
SBA Monarch Towers I, LLC
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226.9365
SBA Site ID: MI40154-A

CONFIRMATION AND MEMORANDUM OF LEASE

Re: Lease with SBA Monarch Towers I, LLC with respect to certain real property (the "Property") located at 7200 S Huron River Drive, Ypsilanti, MI 48197 (the "Lease");
Site Id #: MI40154-A Site Name: Ypsilanti Township Offices

To Whom It May Concern:

SBA Communications Corporation ("SBA") recently acquired ownership of Mobilitie Investments, LLC and changed its name to SBA Monarch Towers I, LLC (your "Tenant"). Tenant's address is 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487 and your address, as landlord, is 7200 S Huron River Drive, Ypsilanti, MI 48197. SBA is a first choice provider and leading owner and operator of wireless communications infrastructure in North and Central America. For more information regarding SBA, please visit: www.sbsite.com.

Since we now own your Tenant, we would like to confirm certain matters regarding the Lease. Also, your Tenant or one of its affiliates is obtaining financing (the "Loan") from a lender (together with its successors and assigns, the "Lender"), and will be pledging its interest in the Lease as collateral for the Loan and the Lender is also requesting confirmation of certain matters regarding the Lease. We therefore request that you confirm to us, and to Lender, that the following statements are true as of the date you sign this with the understanding that we and the Lender will be relying on these confirmations:

(a) The Lease was executed on July 21, 2006. The original tenant under the Lease was T-Mobile Central LLC, a Delaware limited liability company ("Carrier"). Carrier assigned its interest under the Lease, which is now held by Tenant.

(b) The real property leased by Tenant under the terms of the Lease, along with any corresponding easements granted, is described on Exhibit A attached hereto. The current term of the Lease is five (5) years commencing on August 2, 2011 and ending on August 1, 2016, with four (4) remaining renewal terms of five (5) years each. The terms of the Lease shall run with the land described on Exhibit A. The original Lease is on file with Tenant at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487.

(c) The Lease is in full force and effect.

(d) We are also changing the address under the Lease where notices to Tenant should be sent. All future notices sent in accordance with the terms of the Lease should be sent to Tenant at SBA Monarch Towers I, LLC, 5900 Broken Sound Parkway NW, Boca Raton, FL 33487, Attention Thomas P. Hunt, General Counsel, with a copy to Lender at an address to be provided to you by Tenant in the future.

Also, we request that you agree, except to the extent the Lease grants greater rights or protections to Tenant or Lender, that the following provisions shall apply with respect to the Lease:

(e) If Lender exercises any rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, you agree to accept such exercise of rights by Lender as if same had been exercised by Tenant, and Tenant, by signing below, confirms its agreement with this provision.

(f) If there is a monetary default by Tenant under the Lease, you will accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Tenant under the Lease to cure such default, prior to terminating the Lease. If there is a non-monetary default by Tenant under the Lease, Landlord will accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Tenant under the Lease to cure such default, prior to terminating the Lease.

(g) The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Lender.

(h) If the Lease is terminated as result of a Tenant default or is rejected in any bankruptcy proceeding, you will enter into a new lease with Lender or its designee on the same terms as the Lease within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender pays all past due amounts under the Lease. However, this is not applicable to normal expirations of the lease term.

This letter shall be binding on Landlord and Tenant and their respective successors and assigns and shall inure to the benefit of Lender. Tenant shall have the right to record this letter and it shall serve as a memorandum of the Lease. Tenant shall have the right to record this letter and this recorded letter shall be deemed to provide notice of all of terms of the Lease.

Please indicate your agreement to the foregoing matters by countersigning this letter in the space provided in the presence of two witnesses and a notary public and returning an original, countersigned, witnessed and notarized copy of this letter to Tenant in the enclosed prepaid Federal Express envelope.

SBA Monarch Towers I, LLC appreciates your cooperation in this matter. If you have any questions please telephone Susan Graham at 1-800-487-7483, ext. 9513.

WITNESSES:

SBA Monarch Towers I, LLC, a Delaware limited liability company, f/k/a Mobilitie Investments, LLC

Coleman Prewitt

Neil Seidman
Vice President

Kaylin Lou

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by Neil Seidman, Vice President of SBA Monarch Towers I, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me.

WITNESS my hand this ____ day of _____, 2012.

Print Name: _____
NOTARY PUBLIC: _____
My Commission Expires: _____

WITNESSES:

Print Name: _____

Print Name: _____

LESSOR:

Township of Ypsilanti, a Michigan municipal
corporation

By: _____
Name: _____
Title: _____

Township of Ypsilanti, a Michigan municipal
corporation

By: _____
Name: _____
Title: _____

Print Name: _____

Print Name: _____

STATE OF MICHIGAN
COUNTY OF _____

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_____, _____ of the Township of Ypsilanti, a Michigan
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Signature: _____

Title: _____

STATE OF MICHIGAN
COUNTY OF _____

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_____, _____ of the Township of Ypsilanti, a Michigan
municipal corporation.

Signature: _____

Title: _____

EXHIBIT A

THE LEASED AREA AND EASEMENT DESCRIPTIONS

A portion of the property described as follows:

The Land is described and/or depicted as follows (metes and bounds description):

APN: K-11-21-200-025 and K-11-21-300-048

**A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR
ATTACHED HERETO**

County of Washtenaw, Township of Ypsilanti, State of Michigan, is described as follows: