

CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

JEAN HALL CURRIE

STAN ELDRIDGE

MIKE MARTIN

SCOTT MARTIN

October 8, 2012

Regular Meeting – 7:00 p.m.

Work Session – 6:00 p.m.

Ypsilanti Township Civic Center

7200 S. Huron River Drive

Ypsilanti, MI 48197

SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
MONDAY, OCTOBER 8, 2012

6:00 P.M.

CIVIC CENTER
BOARD ROOM
7200 S. HURON RIVER DRIVE

1. DISCUSSIONS – 2013 FISCAL YEAR DRAFT BUDGET – COMPOST, HYDRO & GOLF COURSE FUNDS
2. REVIEW AGENDA
3. OTHER DISCUSSION

Supervisor
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Supervisor's Office

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Ypsilanti, MI 48197
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TO: Karen Lovejoy Roe, Clerk
FROM: Brenda L. Stumbo, Supervisor *Brenda*
DATE: October 2, 2012
RE: 2013 Fiscal Year DRAFT Budget – Compost, Hydro & Golf Course Funds

We are requesting that the following item be placed on the October 8, 2012 Work Session agenda:

1. Discussion – 2013 Fiscal Year DRAFT budget – Compost, Hydro & Golf Course Funds

If you have any questions, please let Tammie or I know.

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

- A. BOARD MEMBERS HAVE THE OPPORTUNITY TO DISCUSS ANY OTHER PERTINENT ISSUES

**CHARTER TOWNSHIP OF YPSILANTI
REGULAR MEETING
MONDAY, OCTOBER 8, 2012**

**BRENDA L. STUMBO, SUPERVISOR
KAREN LOVEJOY ROE, CLERK
LARRY J. DOE, TREASURER
TRUSTEES:
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN**

AGENDA

TIME AND PLACE	7:00 P.M.	YPSILANTI TOWNSHIP CIVIC CENTER BOARD ROOM 7200 S. HURON RIVER DRIVE
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1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - A. 7:00 P.M. – SPECIAL ASSESSMENT LEVY, RESOLUTION NO. 2012-26 (Public Hearing set at the September 24, 2012 Regular Meeting)
4. AATA COUNTY WIDE TRANSPORTATION PLAN PRESENTATION
 - A. BOARD DISCUSSION AND COMMENTS
5. PUBLIC COMMENTS
 - 1. SPEAK ON ITEMS NOT FORMALLY LISTED ON THE AGENDA**
 - 2. PROVIDE NAME AND ADDRESS**
 - 3. LIMIT COMMENTS TO THREE (3) MINUTES**

THE PUBLIC HAS THE OPPORTUNITY TO SPEAK ON EACH AGENDA ITEM WHEN IT IS BEFORE THE BOARD FOR CONSIDERATION

6. CONSENT AGENDA
 - A. MINUTES OF THE SEPTEMBER 24, 2012 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
7. SUPERVISOR REPORT
8. CLERK REPORT

9. TREASURER REPORT
10. TRUSTEE REPORT
11. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. REQUEST TO EXEMPT GROUNDCOVER NEWS FROM ORDINANCE SECTION 22-148 AND SECTION 22-170 (PERMITS) FOR A PERIOD OF TWELVE (12) MONTHS WITH THE OPPORTUNITY TO REQUEST AN ADDITIONAL TWELVE (12) MONTH EXEMPTION AFTER FURTHER REVIEW AND CONSIDERATION BY THE BOARD (Tabled at the September 10, 2012 Regular Meeting)

NEW BUSINESS

1. BUDGET AMENDMENT #9
2. 2012 YPSILANTI TOWNSHIP SEVENTH AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION IN THE AMOUNT OF \$283,000 TO BE PAID WITH BOND PROGRAM FUNDS
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
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
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

OTHER BUSINESS

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

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.

**PUBLIC ACT 188 OF 1954 PROCEEDINGS
CHARTER TOWNSHIP OF YPSILANTI
WASHTENAW COUNTY, MICHIGAN
NOTICE OF PUBLIC HEARING
ON SPECIAL ASSESSMENT ROLL**

PLEASE TAKE NOTICE that the Supervisor and Assessing Officer of the Township has reported to the Township Board and filed in the Office of the Township Clerk for public examination a special assessment roll prepared by the Assessor covering all properties within the Special Assessment Districts benefited by the districts listed below.

PLEASE TAKE FURTHER NOTICE that the Assessing Officer has further reported that the assessment against each parcel of land within said district is such relative portion of the whole sum levied against all parcels of land in said district as the benefit to such parcels bears to the total benefit to all parcels of land in said district.

PLEASE TAKE FURTHER NOTICE that the Township Board will hold a public hearing at the Ypsilanti Township Civic Center, 7200 S. Huron River Drive, Ypsilanti, MI on **October 8, 2012**, for the purpose of reviewing said special assessment roll and hearing any objections thereto. Said roll may be examined at the office of the Township Clerk during regular business hours of regular business days until the time of said hearing and may further be examined at said hearing. Appearance and protest at the hearing held to confirm the special assessment roll is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal.

An owner, or partner in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance should not be required. (The owner or any person having an interest in the real property who protests in person or in writing at the hearing may file a written appeal of the special assessment with the Michigan Tax Tribunal within 30 days after the confirmation of the special assessment roll.

THE FOLLOWING ARE THE PROPOSED SPECIAL ASSESSMENT ROLLS TO BE LEVIED ON THE 2012 WINTER TAX ROLL

<u>SPECIAL ASSESSMENT</u>	<u>CODE</u>
Sherman Oaks Water	051

STREET LIGHT SPECIAL ASSESSMENTS

<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>
Shady Knoll 1-6	101	Nancy Park 1-3	102
Nancy Park 5-6	103	West Willow #1	104
Ypsi Twp Area	105	West Willow #2	106
Hickory Hill	107	Washtenaw Orchard	108
Washtenaw Ridge	109	Nancy Park #7	111
Rambling Road	112	Hickory Hill #1	113
Onandaga Street	114	West Willow Dist 3	115
S. Devonshire	116	Washtenaw Concourse	117
Delaware Street	118	Washtenaw CC #4	119
Ivanhoe Area	120	Oswego/Cayuga	121
Hawthorne Street	122	Hunt/Hollis	123
Turtle Creek	124	Turtle Creek 2	125
Debby Court	126	Lynne Street	127
West Willow 10&11	129	Johnson Place	130
Huron Hearthside	131	Oakland Estates	132
Washtenaw Clubview	133	Oakland Estates #3	134
Brookside Street	135	Huron Commercial	136
Crestwood Sub	137	Kansas St	138
Hayes Street	139	Ford Lake Village	140
Ford Lake Village #2	141	Streamwood 1-7	142
Deauville Parrish	146	Spruce Falls	147
Bagley Street	148	Partridge Creek #1	149
Georgetown Condos	150	Streamwood #8	151
Smokler Textile	152	Greene Farms #1 & #2	153
Golf Estates	154	Ohio St 2000	155
N. Kansas	156	Russell St	157
Dakota	158	Paint Creek Farms	159
Whispering Meadows #1	160	Amberly Grove	162
Greenfields #1	163	Partridge Creek 2&3	164
Partridge Creek North	165	Campbell St	166
Preserves	167	S Ivanhoe St	168
Clubview Sub	169	Wash Clubview	170
Taft Ave	171	Devonshire & Oregon	172
Greene Farms #3	173	Greene Farms #4	174
Raymond Meadows	175	Tyler Rd	176
Washtenaw Bus Park	177	Whittaker Village	178
Tremont Park #1	179	Tremont Park #2	180
Kirk St	181	Greene Farm 5	182
Greene Farm 6	183	Woodlawn St	184
Greenfields 2 & 3	185	Greene Farms #7	186
Whispering Meadows	187	Huron Meadows	188
Rivergrove	189	Aspen Ridge	191
Gates Ave	193	Fairway Hills	194
Washtenaw Clubview	196	Bradley Ave	197
Creekside West	198	Creekside South	199
Creekside East	201	Lakeview Area	202

KAREN LOVEJOY ROE, CLERK
Charter Township of Ypsilanti

The Ypsilanti Township Board will provide necessary reasonable auxiliary aids and services to individuals with disabilities requiring auxiliary aids or services. Individuals should contact the Ypsilanti Township Board by writing or calling the following: KAREN LOVEJOY ROE, CLERK, 7200 S. Huron River Drive, Ypsilanti, MI 48197, PHONE: (734) 484-5156 or E-MAIL: klovejoyroe@ytown.org

Incorporation Process

Frequently Asked Questions

Will the Ann Arbor Transportation Authority (TheRide) provide the Five-Year Program improvements, or will a new transit organization be required?

TheRide is moving forward with some improvements now, such as increased service on Route 4 between Ann Arbor and Ypsilanti and the new AirRide service to Detroit Metro Airport.

However, the most efficient way to provide countywide transportation service is by creating a new regional transportation authority (an Act 196 Authority). This will ensure that all communities that wish to participate in countywide transportation will have a voice in the decision-making process. TheRide's board of directors would maintain membership on the new authority's board, while expanding that membership to other communities that decide to participate and dedicate funding for transit services.

Who will oversee the new transportation authority?

In preparation for creating a new countywide transit organization, the county has been divided into eight transit districts represented by 15 directors, including the current AATA board. The current list of directors is available at MovingYouForward.org.

Once incorporated, the directors will establish bylaws and determine transit services and locations for transit facilities, funding needs and policies on how and when to provide services within Washtenaw County and outside the new transit authority boundaries.

Transit District Advisory Committees made up of citizens in each of the eight transit districts have been and will continue to advise district board members on local transportation needs.

How were the District Representative selected for the new transit board?

District Representatives were selected by the municipalities in each of the eight transit districts through Act 7 Interlocal agreements and/or by board resolution.

What is the role of the Transit District Advisory Committees?

Each of the eight districts has its own advisory committee. Each committee brings together transit service providers, senior citizen advocates, human service representatives, the business community and other interested citizens to provide advice on the development and implementation of transit improvements in their own local district.

Why do we need Transit District Advisory Committees?

Each community of Washtenaw County has its own transit needs and goals. Each Transit District Advisory Committee's focus will be to make recommendations on how to prioritize transit service improvements, location of bus stops and types of transit amenities for its own unique areas of the county.

What will you call the new transportation authority?

The District Representatives and Act 55 Board members have tentatively agreed on The Washtenaw Ride as the legal name of the new authority, while each new service will be branded as an extension of the existing brand name “TheRide.” There will be an effort to preserve local identity, while ensuring that all services are clearly understood throughout the county.

Which services will be added first? How did you pick these services?

The Five-Year Transit Program document (available at www.MovingYouForward.org) lists the services to be implemented in Year 1 in Chapter IV, starting on page 95. The selections represent where the need is greatest, where services could be coordinated, and where it is practical with available resources. For instance in the urban area, Year 1 emphasizes implementing longer hours on the fixed route bus network, since this is important and can be done fairly easily with the existing fleet of buses. In the non-urban areas Dial-A-Ride and circulator services can be implemented and improved using existing non-profit provider buses. Other services will be implemented as soon as possible as vehicles are acquired (which can take 6 – 12 months).

Who has opted in/out? Is service expansion assuming all communities will opt in?

The current program assumes every community is still in. After the incorporation period the program will be revised to reflect the participating communities by the board of directors.

What happens if a district doesn’t want to participate but still wants service?

It is advantageous for communities to participate as it ensures board representation and decision-making power on transit services, funding, and implementation. Communities that participate in the new authority will receive board representation, new and expanded services, and participate in an authority-wide funding mechanism.

Communities that do not participate will not be guaranteed service or representation. The new transit authority board will determine the criteria, timing, and cost to communities that do not participate.

What happens when others opt out? Will the board’s composition change depending on who participates?

A single community that opts out will not cause the board membership to change. As stated in the new transit authority Articles of Incorporation, there are limited reasons for the board make-up to change:

- If all communities within a particular district withdraw from the Authority
- After each census to assure appropriate attention to population distribution
- If either the City of Ann Arbor or Ypsilanti reduces or fails to contribute its charter millage
- If another community levies a millage and contributes it to the new transit authority

After incorporation, the board of directors will determine how changes to the board make up will be handled and there will be a focus on maintaining regional balance.

The Five-Year Program

Frequently Asked Questions

Why do we need improved transit in Washtenaw County?

The support for mass transit/countywide service is overwhelming – 70 percent of Washtenaw County residents believe it’s important.

Significant gaps exist in the services being provided now. Some areas of Washtenaw County have no service whatsoever. We need to ensure our growing elderly population is able to remain independent. Additionally, rising gas prices continue to make commuting alone unaffordable. Good, affordable public transportation promotes a healthier quality of life, attracts businesses and jobs locally and helps spur economic development throughout our region.

Who benefits from improved transit?

You or someone you know depends on/benefits from public transportation. Our region needs better options for its residents and visitors to connect, prosper and thrive. The AATA Five-Year Transit Program provides options for people in all walks of life: from youth traveling to their first job; parents deciding whether to save for college or buy another car; workers reducing stress, saving time and money on their daily commute; and seniors and people with disabilities staying active in their downtown or traveling to the nearest medical center. Public transit services help reduce congestion on the roads commuters travel. Ignoring these critical needs merely increases our transportation and infrastructure challenges in the future.

How many people ride buses in Washtenaw County?

As reported June 4, 2012 by *USA Today*, the AATA saw a 9 percent increase in the first quarter of 2012 compared with last year – ranking No. 4 nationally for ridership gains. Today:

- 6 million+ trips are taken per year on TheRide
- 6 million+ annual trips are taken on U-M bus services
- 40,000+ annual trips are taken on WWAVE services
- 22,000+ annual trips are taken on People’s Express services
- 4,000 annual trips are taken on Manchester Senior Services

We estimate that annual ridership will rise by 3.3 million more rider trips when all the 5-year service improvements are implemented.

What are the most immediate improvements I will see as part of the Five-Year Program?

The immediate improvements will enhance existing Ann Arbor- and Ypsilanti-area services and increase access to public transportation in underserved areas of Washtenaw County.

Throughout Washtenaw County, you will see:

- Increased door-to-door bus service for seniors and people with disabilities
- Several express routes reduce local congestion and help workers reach their jobs in urban areas
- New Park & Ride lots
- Local routes in Chelsea, Milan, Saline and Dexter

In the urban Ann Arbor area, residents can expect:

- Buses that come earlier and run later into the evening
- Increased service frequency on key corridors and many local routes
- More weekend routes and longer weekend hours

In the urban Ypsilanti area, residents can expect:

- Double the number of routes for quicker and more direct service
- Increased peak-hour buses coming every 30 minutes (down from one hour)
- Improved weekend service

What improvements are being proposed over the 5-Year time frame?

Overall in the urban area, there will be a 25% increase in service on weekdays and a 120-130 % service increase on weekends. Currently, many areas that are served get service that operates only for limited times. For example, most Dial-A-Ride is 8:30 a.m. to 4:30 p.m. Monday through Friday, while we propose to offer it from 6:30 a.m. to 8 p.m. and add Saturday hours from 8:00 a.m. to 6:30 p.m. If all proposed services in the Five-Year Service Program are implemented, an estimated 3.3 million additional rider trips per year will be taken on Washtenaw County's improved public transportation network.

Will any existing services decrease if a new countywide transit authority is created?

All existing public transportation services will be maintained. The Five-Year Service Program calls for improvements to existing services and implementation of new services, provided that new funding sources are secured.

How will we pay for the public transit improvements in the Five-Year Service Program?

A Financial Task Force of business experts and community leaders has created recommendations for how to fund the countywide transit improvements. Their report shows that a 0.5 to 1.0 mill property tax millage could raise the needed funds. If all services are implemented in the 5-Year Program, we estimate the owner of a \$200,000 home would pay about \$60 per year if the proposal were approved. The cost would be approximately \$1 per week for the average Washtenaw County homeowner.

Will bus fares increase?

A countywide fare and ticketing system needs to 1) introduce some new fares and ways of paying to be used on new services that don't exist today; 2) integrate the systems of each carrier in a way that makes it as easy as possible for riders to understand and be able to use multiple services as seamlessly as possible, and 3) achieve an optimal trade-off between ridership goals and revenue goals. The program cites the recommendations of our consultant and the Financial Task Force to increase fares in general. A modest fare increase is assumed for budgetary purposes. However, it will be up to a new transit authority board to decide on any fare increases.

Will the public have a say in all of this?

Yes. The public has been and will continue to be asked to provide input throughout every step of the process. Regular District Advisory Committee meetings have been held throughout the county in addition to community and public board meetings, outreach to community festivals, and online forums.

More importantly, the new authority can only improve and expand transit services if voters in the participating communities approve local funding.

Can an opted-out community ever opt-in at a later date?

Yes, at the discretion of the new transit authority board who will be determining the criteria, timing, and cost to communities that do not initially participate.

Can communities opt out at a later date?

Yes, Act 196 permits political subdivisions that are participating in an authority to opt out at the expiration of voter-approved funding.

How much will the Five-Year Program enhanced services cost?

Overall, it is estimated that the Five-Year Transit Program will require \$59 million in additional capital investments in Washtenaw County's transportation network and an additional \$164 million in operating costs over the next five years. After taking existing local revenue, state and federal funding, and user fees, there is a gap of approximately \$39 million that would need to be covered by local funds and it is estimated that a levy countywide of 0.584 would be sufficient to provide the needed funding for implementing and operating all 5-Year Transit Program services throughout Washtenaw County. The final services and funding needed are ultimately dependent on what communities participate.

What will happen if a millage fails?

Our agreement with the County, Ann Arbor and Ypsilanti specifies that the new authority would have until the end of 2014 to get funding in place. If a millage fails in 2013, the new authority can ask the voters once more in 2014. If no millage passes, then the AATA and the new authority board will work with citizens and local communities on next steps, if any. Note, AATA services will continue to be run by the existing authority until new funding is in place.

What will happen with existing non-profit service providers?

We will provide new and improved transit services in participating communities with voter approved funding, but are committed to maintaining the current levels of service provided by existing service providers. For instance, AATA currently passes through state and federal formula funds to two non-profit transit providers, and will continue to do so for existing services, at their current level only. Note, these funds are subject to change by the state.

Communities can improve and expand local services and receive the benefit of leveraging pass-through funds for expanded services by joining the new transit authority.

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 24, 2012 WORK SESSION**

PROPOSED

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 6:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

1. 2013 FISCAL YEAR GENERAL FUND DRAFT BUDGET DISCUSSION

Supervisor Stumbo gave an overview of the General Fund Draft Budget:

- Operating Revenues increased by \$215,100 compared to the 2012 budget
- State Shared Revenue increased \$294,930 based on a formula of cooperating with other communities and an increase of population
- Federal HUD Grant was added for an increase of \$35,000
- The Property Tax Administration fees decreased by \$35,000
- Property Tax for the General Fund decreased by \$68,830
- Federal Subsidy Medicaid Part D decreased \$15,000 because the new retiree health care program had a subsidy rolled in, so the Township was not eligible for the reimbursement
- Total expenditures for the Fund was \$7,131,992
- There are two other budgets that dollars are transferred to: 1) 14-B District Court and 2) B S & R II – the total was \$616,877
- Township Board expenditures reflected no change
- Due Process budget reflected no change in legal fees

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 24, 2012 WORK SESSION MINUTES
PAGE 2**

- Supervisor's budget proposed an increase of \$1,200 for gas expenses for the Supervisor and Deputy Supervisor
- Independent Auditing expenditure for last year was \$31,000. Supervisor Stumbo explained that the current auditor contract with Abraham & Gaffney was going to expire and the current administration recommended contracting with Post, Smythe, Lutz & Ziel, the former auditors for the Township.
- Assessing Department reflected a \$50,000 reduction in their budget due to tax appeals
- Legal Services budget decreased by \$100,000 in the Litigation line item which was moved to Community Stabilization since the Township continued to have issues in that area
- Labor Consultant increased \$15,000 since all contracts expired in 2013
- Human Resources budget increased in Education & Training by \$3,350
- Postage line item General Services budget was decreased by \$15,000
- Highways & Streets budget increased by \$12,000 the lift stations, based on a recommendation from Jeff Allen
- Drain costs decreased by \$46,000
- Storm Water Management budget included Huron River Watershed cost of \$16,200 for a two year period and \$4,000 was budgeted for cost the of Storm Water Permit from the State of Michigan
- Fringes budget, the Employee Assistance Program increased \$300 and Flex Spending decreased \$2,500 based on participation in 2012
- Community Stabilization budget needed to be increased for the Public Nuisance Abatements spent year to date
- Maintenance of Right-of-Way – it was recommended that the Township continue to use Michigan Ability Partners (MAP)
- Land Bank for Habitat decreased by \$30,000, based on spending year to date
- Other Functions, unemployment line item reflected a decrease of \$7,000 from the 2012 budget

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SEPTEMBER 24, 2012 WORK SESSION MINUTES
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- Professional Services decreased by \$40,000
- OPEB Funding Retiree Health decreased by \$93,000
- Insurance & Bonds Fleet decreased by \$16,000
- Streetlights & Tree Trimming decreased by \$20,000
- Contribution Water Hardship decreased by \$8,000 based on the number of participants in the program
- BS&R II Fund \$363,350 was transferred to cover half of the new Road Bond
- The transfer to 14-B Court increased by \$49,000 to cover the deficit in their budget
- There was an expected surplus in the General Fund of \$268,872 which could be used for road work and traffic calming devices

Trustee Eldridge asked when the department heads would present their budgets.

Supervisor Stumbo said they would be coming in during the next month.

2. REVIEW AGENDA

Supervisor Stumbo asked if a revised L-4029 could be added under Other Business. She explained these were the actual tax rates and she briefly reviewed the form and the Board agreed to add the item under Other Business.

CLERK REPORT

Clerk Lovejoy Roe reported the Economic Vitality Incentive Program – EVIP - was due October 1, 2012. She explained there would be a new deadline for February, which would include more detailed collaborative services. She said if the Board decided to go ahead with the Countywide AATA plan that could be included in that report.

County-Wide Transit Plan would incorporate on October 2, 2012 and the new board would preside. She said AATA would do a presentation at the October 8, 2012 Board Meeting and the Board could make a decision on remaining a part of the Transportation Plan at that meeting.

The Accounting Department took the lead for the new BS & A Software and the different departments were now in training.

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 24, 2012 WORK SESSION MINUTES
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She stated that she had met with DTE and discovered the Park & Ride lights at Huron Street and Whittaker would not be done before the end of the year. The Buy American, part of the Obama package for transportation funds required all parts of the Park & Ride lights be manufactured in the United States and that was causing the delay.

Tuttlehill & Merritt and Clark & Sweet Roads should have their lights in by the end of the year. Lakeview streetlights were moved back a week but they still should be done by the end of the year as well.

An Election Commission would be certified the Election Inspectors at their October 8, 2012 meeting.

Clerk Lovejoy Roe stated the last day to register to vote in was Tuesday, Oct. 9, 2012.

TREASURER'S REPORT

Treasurer Doe thanked Nancy Wrybkowski, Inger Johnson and Debbie Agdorny for an outstanding job done in the Treasurer's Office during tax collection time. He stated it was one of the first times that the payments received in the mail were completed by September 14th even with being one staff member short.

TRUSTEE REPORT

Trustee Stan Eldridge asked about contacting the Washtenaw County Road Commission regarding the redesign of the intersection of Merritt & Whittaker Roads.

Supervisor Stumbo said a meeting was scheduled for Thursday, September 27, 2012 with the Road Commission.

Mike Radzik stated there appeared to be other factors that contributed to the recent fatal crash besides the road design. He said he had spoken with Sheryl Siddal, a representative from the Road Commission and she was sending the historical crash data for that intersection. Mr. Radzik said they would discuss some design change options at the meeting on Thursday.

Discussion followed with ideas of how that intersection could be made safer.

Trustee Eldridge asked about the Luca's Coney Island issues on Washtenaw and suggested a police presence during the early hours.

Mr. Radzik responded with more details for the last altercation and staffing concerns.

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SEPTEMBER 24, 2012 WORK SESSION MINUTES
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ATTORNEY REPORT

1. 8248 Blue Jay

Attorney Winters stated the owner continued to operate an illegal car repair facility, although he had been ticketed numerous times in the past and had been taken to Civil Court on three separate occasions. He felt the next step was to take the issue to District Court.

2. General Legal Update

Attorney Winters provided a brief update on the cleanup of 117 S. Harris and how well it had turned out. He reported the Township had acquired that property for \$8,500 and the property located at 2590 E. Michigan Avenue for \$9,000. He said that property was master planned to be commercial property and it was in the clean-up process.

Riley Court: the Judge had ordered all units to be inspected. Attorney Winters reported the mortgage company said they would use their powers to insure cooperation by the property owners.

NEW BUSINESS

1. Budget Amendment #8

Clerk Lovejoy Roe explained the \$14,000 budget amendment was for sidewalks on Golfside, which had been estimated at a lower cost.

2. Resolution No. 2012-27

Supervisor Stumbo said this was needed because of the proposed economic development of the Kroger Fuel Plaza and Tim Horton's, which would be close to the current Huron Fuel Plaza.

3. Security Cameras

Supervisor Stumbo said the request for these cameras came out of a Neighborhood Watch meeting.

Trustee Eldridge asked if an additional camera could be put on the other side of the skywalk.

Supervisor Stumbo made mention that it would be good if someone could come up with a plan of action to place the security cameras in more areas throughout the township.

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 24, 2012 WORK SESSION MINUTES
PAGE 6**

Arloa Kaiser stated that she assumed the more cameras we had, the lower the rate would be.

Mike Radzik said the program was taking off and Willow Run Community Schools was planning to install cameras in problem areas and asked about the possibility of buying into the Township's server. He said he was also contacted by Pittsfield Township and they were hoping to look at our system as well.

OTHER BUSINESS

1. Revised L-4029

Supervisor Stumbo ask if the Revised L-4029 could be placed under other business. The board agreed.

AUTHORIZATIONS & BIDS

2. Request of Jeff Allen RSD Director to award the Low Bid for the Community Center roof repair to PAT USA, not to exceed \$38,000, budgeted in line item #212.970.000.975.535.

Trustee Mike Martin suggested going to bid again to try to get three bidders.

Jeff Allen said nine companies were sent bids and he had listed in the Dodge Report. He said the low bid did come from that report and the other bidder was in the \$50,000 range. He asked to proceed as quickly as possible because of the weather.

Discussion followed on the time crunch, lack of response from the newspaper, and whether the policy for sealed bids could be waived.

The Board agreed to reject the current bid and allow seeking proposals rather than sealed bids.

ADJOURNMENT

The meeting adjourned at approximately 6:55 p.m.

Respectfully submitted,

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 24, 2012 REGULAR MEETING**

PROPOSED

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, Stan Eldridge, Mike Martin and Scott Martin

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser, Township resident requested the public to pay attention to the actions of DTE and to complain to our representatives.

CONSENT AGENDA

- A. MINUTES OF THE SEPTEMBER 10, 2012 WORK SESSION AND REGULAR MEETING**
- B. 2012 AUGUST TREASURER REPORT**
- C. STATEMENTS AND CHECKS**

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

SUPERVISOR REPORT

Supervisor Stumbo submitted the following report on various meetings attended by three full-officials and/or staff.

9/11/12

- Karen Roe and I met with the Drain Commission regarding Paint Creek erosion and suggested solutions. This was brought to our attention by the Township WCAC committee

9/12-09/16

- Four day Vacation

9/18/12

- Mike Radzik and I attended the Big Ten Township Meeting in Waterford
- Jeff Allen and I attended the Harbour Cove NHW Meeting

9/19/12

- Attended Cliffs on the Bay NHW

9/20/12

- Three full time officials attended weekly Development Team Meeting
- Three full time officials and Trustee Hall Currie attended Transit Plan Presentation at the Community Center. Clerk Roe's leadership on this issue is greatly appreciated.
- Attended Stevens Park NHW Meeting

**CHARTER TOWNSHIP OF YPSILANTI
SEPTEMBER 24, 2012 REGULAR MEETING MINUTES
PAGE 2**

9/21/12

- Met with Adams Outdoor Advertising
- Met with Jeff Castro, he is doing a great job in his new position as Director of YCUA.

9/24/12

- 3 full time officials attended weekly police briefing meeting. There were six OUIL arrests this past week and two juvenile arrests associated with at least 10 burglaries in the West Willow area.

Other Updates:

- Had several conversations with Roy Townsend, Director of Washtenaw County Road Commission regarding flooding issues on Oaklawn. They have a recommended solution and we will be meeting 9/26 in the evening with the residents and the Road Commission.
- Fatality on Whittaker road this Saturday near Merritt intersection, our thoughts and prayers are with the family.
- We have a meeting with the Road Commission on Thursday to discuss the number of crashes in this area and the concerns we have with the Merritt/Whittaker road intersection.
- November 2, 2012 at 7:30 will be the 18th Anniversary Celebration of Reverend Walls
- At the next meeting, we should have an agreement for the Board to consider with the City of Ypsilanti to advance dollars for the repair of the City section of Grove Road. We are grateful to the City for moving this road improvement from 2015 to 2013.

ATTORNEY REPORT

A. REQUEST FORMAL AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE LOCATED AT 8248 BLUE JAY

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to formally authorize legal action in the Washtenaw County Circuit Court to abate the public nuisance located at 8248 Blue Jay.

Supervisor Stumbo said Attorney Winters had summarized the fact that there was a full-fledged automobile repair facility being operated at this location. She said several residents had expressed concern and the issue had been taken to court three times, but it was still in operation.

The motion carried unanimously.

B. GENERAL LEGAL UPDATE

Attorney Winters reported that the park at 117 S. Harris looked very nice since the area had been remediated. He added that a hearing would be held December 6, 2012 against the former owners who walked away from the property to try to recoup some of the costs expended by the Township in the clean up.

OLD BUSINESS

- 1. 2nd READING RESOLUTION NO. 2012-21, PROPOSED ORDINANCE NO. 2012-425 AMENDING CHAPTER 42 OF THE YPSILANTI CHARTER TOWNSHIP CODE OF ORDINANCES – FIREWORKS** (First reading held at the August 27, 2012 Regular Meeting)

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Resolution No. 2012-21, Ordinance No. 2012-425 Amending Chapter 42 of the Ypsilanti Charter Township Code of Ordinances – Fireworks (see attached). The motion carried as follows:

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

- 2. 2nd READING PROPOSED ORDINANCE NO. 2012-426, SEWAGE DISPOSAL SERVICE RATE INCREASE** (First reading held at the August 27, 2012 Regular Meeting)

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Ordinance No. 2012-426, Sewage Disposal Service Rate Increase (see attached).

Trustee Scott Martin asked if we still had a minimum usage in our billing for water and sewer for six units. He said it might be worth looking into to give the seniors who don't use the six units some relief.

Jeff Castro, Interim Director for YCUA confirmed that the turn-off/turn-on fee of \$35.00 for each became a requirement in the last three years. He said six units of water cost approximately \$44.00 bi-monthly.

Clerk Lovejoy Roe agreed it was unfair to charge those using less than six units be for the whole amount.

The Board agreed to look into this matter next year.

The motion carried as follows:

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

NEW BUSINESS

- 1. BUDGET AMENDMENT #8**

Clerk Lovejoy Roe read the budget amendment into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Budget Amendment #8 (see attached). The motion carried unanimously.

- 2. RESOLUTION NO. 2012-27, AUTHORIZING THE DIVISION OF PLATTED LOTS IN HURON CENTER COMMERCIAL & INDUSTRIAL PARK**

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve Resolution No. 2012-27, authorizing the division of platted lots in the Huron Center Commercial & Industrial Park (see attached). The motion carried unanimously.

Supervisor Stumbo explained this resolution was to allow the fuel station for Kroger and the proposed Tim Horton's.

3. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO PURCHASE AND INSTALL TWO (2) SECURITY CAMERAS ON LAKEVIEW AND ONE (1) ON TYLER ROAD IN THE AMOUNT OF \$14,466, BUDGETED IN LINE ITEM #101.265.000.974.025 WITH A MONTHLY SERVER FEE AND VERIZON COST OF \$172.50, BUDGETED IN LINE ITEM #266.301.000.857.100

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve the purchase and installation of two security cameras on Lakeview and one security camera on Tyler Road, in the amount of \$14,466, budgeted in line item #101.265.000.974.025 with a monthly server fee and Verizon cost of \$172.50, budgeted in line item #266.301.000.857.100.

Jeff Allen, Residential Services Director briefly explained the placement of three security cameras and stated DTE had given him an increase in cost of \$79.00 for additional wiring that would be needed.

A friendly amendment was made by Clerk Lovejoy Roe to approve an additional \$79.00 for a total of \$14,545.00. The friendly amendment was accepted.

Clerk Lovejoy Roe stated that Mr. Allen should check with DTE on the new Streetlight District on Lakeview, which could lower the cost of installation.

Mr. Allen explained the cameras would be on Redwood and Tyler and would be pointed at the walkway over I-94.

Trustee Scott Martin wanted to make sure the crime committed in that area warranted the installation of security cameras.

Mr. Allen said that Lt. Anuszkiewicz had said the cameras were needed for that area.

Rhonda Butts, Township resident said they had originally requested two cameras because of the crime. Discussion followed as to the placement of the cameras.

Jeff Allen made mention of a possible upcoming agreement with Willow Run Schools regarding camera usage cooperation.

Wilma Gold-Jones asked who would monitor the cameras.

Supervisor Stumbo said the police department would be the only ones to monitor them.

Mr. Allen explained the monitoring process further.

The motion carried unanimously.

**4. SET PUBLIC HEARING DATE OF MONDAY, OCTOBER 8, 2012 FOR THE
2012 SPECIAL ASSESSMENT LEVY**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to set a public hearing date of Monday, October 8, 2012 at approximately 7:00 p.m. for the 2012 Special Assessment Levy. The motion carried unanimously.

OTHER BUSINESS

1. REVISED 2012 TAX RATE REQUEST (L-4029)

Supervisor Stumbo said this was a revision on the pension millage for the Fire Department.

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the revised 2012 Tax Rate Request (L-4029). 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**

Supervisor Stumbo explained that at the Work Session, the Board discussed rejecting the bid and seeking Request for Proposals in an attempt to obtain three bidders.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to reject the bids and to request new proposals with a recommendation to the Board at the October 8, 2012 regular meeting. The motion carried unanimously.

**2. REQUEST OF TRAVIS MCDUGALD, IT MANAGER TO SEEK SEALED
BIDS FOR OBSOLETE COMPUTER AND PHONE EQUIPMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the request to accept sealed bids for obsolete computer and phone equipment. The motion carried unanimously.

ADJOURNMENT

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

The meeting adjourned at approximately 7:37 p.m.

Respectfully submitted,

RESOLUTION NO. 2012-21

Adoption of Firework Ordinance limiting the use of fireworks to National Holidays and the day before and day after National Holidays

Whereas, on **January 1, 2012**, Public Act 256 of 2011, allowing the retail sale in Michigan of Consumer Fireworks, became effective; and

Whereas, consumer fireworks permitted under Act 256 are designed to be launched into the air and explode; and

Whereas, consumer fireworks permitted under Act 256 can cause loud noise when they explode; and

Whereas, Act 256 expressly strips local government of authority to regulate the ignition, discharge or use of consumer fireworks during National Holidays or the day before or after a National Holiday; and

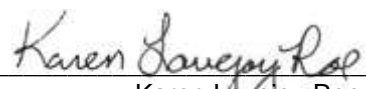
Whereas, the Act expressly grants local government the authority to regulate the ignition, discharge or use of consumer fireworks during other days of the year; and

Whereas, the loud noise caused by ignition, discharge or use of consumer fireworks is disturbing to residents who live nearby; and

Whereas, Ordinance 2012-425 makes it unlawful for a person to ignite, discharge or use consumer fireworks on days which are not National Holidays, or the day before or the day after a national holiday.

Now Therefore, be it resolved, that Ordinance No. 2012-425 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. 2012-21 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 24, 2012.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

ORDINANCE NO. 2012-425

*An Ordinance to Amend Chapter 42
Of the Ypsilanti Charter Township
Code of Ordinances*

The Charter Township of Ypsilanti hereby **Ordains** that the Ypsilanti Township Code of Ordinances is hereby amended as follows:

ADD the following new section to Chapter 42 entitled Offenses and Miscellaneous Provisions:

- (A) **Definitions:** as used in this section,
- (I) *Consumer Fireworks* means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States consumer produce safety commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2, 3.1.3, or 3.5 Consumer fireworks does not include low-impact fireworks.
 - (II) *Firework or fireworks* means any composition or device, except for a starting pistol, a flare gun, or a flare, designated for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects.
 - (III) *Low-impact fireworks* means ground and handheld sparkling devises as that phrase is defined under APA standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8, and 3.5.
 - (IV) *Novelties* means that term as defined under APA standard 87-1, 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5 and all of the following:
 - (i) Toy plastic or paper caps for toy pistols in sheets, strips, rolls, or individual caps containing not more than .25 of a grain of explosive content per cap, in packages labeled to indicate the maximum explosive content per cup.
 - (ii) Toy pistols, toy cannons, toy canes, toy trick noisemakers, and toy guns in which toy caps as described in subparagraph (i) are used, that are constructed so that the hand cannot come in contact with the cap when in place for the explosion, and that are not designed to break apart or be separated so as to form a missile by the explosion.
 - (iii) Flitter sparklers in paper tubes not exceeding 1/8 inch in diameter.
- (B) **Prohibition on Use of Consumer Fireworks.**

A person shall not ignite, discharge or use consumer fireworks within the Township on any day of the year which is not a national holiday, the day before a national holiday, or the day after a national holiday. The national holidays for the purpose of this section are:

- New Year's Day, January 1
- Birthday of Martin Luther King Jr., the third Monday in January
- Washington's Birthday, the third Monday in February
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Columbus Day, the second Monday in October
- Veterans Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- Christmas Day, December 25

(C) Violations, Fines and Penalties

Any person, firm, or corporation who violate the provisions of Section B shall be guilty of a misdemeanor, punishable by up to ninety (90) days in jail and/or a fine up to \$500.00.

Severability

Should any section, subsection, sentence, clause or phrase of this ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

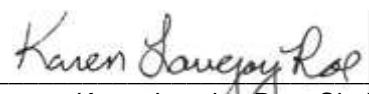
Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective Date

This Ordinance shall be effective upon publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2012-425 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 24, 2012, 2012 after first being introduced at a Regular Meeting held on August 27, 2012. The motion to approve was made by member Roe and seconded by member Roe. Yes: Mike Martin, Eldridge, Currie, Scott Martin, Stumbo, Roe, Doe. NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: October 4, 2012

**CHARTER TOWNSHIP OF YPSILANTI
PROPOSED
ORDINANCE NO. 2012 – 426**

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to increase sewage disposal service rates.

**BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI,
that:**

Schedule A:

Meter Size (inch)	Allowed Usage Cubic Feet	CAPITAL CHARGE		OM&R		TOTAL	
		Contract Community	All Others	Contract Communities	All Others	Contract Community	All Others
5/8-3/4	600	\$1.18	\$1.18	\$15.78	\$19.53	\$16.96	\$20.71
1	1000	\$1.99	\$1.99	\$26.38	\$33.25	\$28.37	\$35.24
1.5	2100	\$4.35	\$4.35	\$54.12	\$68.36	\$58.46	\$72.71
2	4000	\$7.90	\$7.90	\$104.40	\$131.40	\$112.30	\$139.30
3	9000	\$17.79	\$17.79	\$227.84	\$294.01	\$245.62	\$311.80
4	16200	\$32.02	\$32.02	\$434.62	\$529.89	\$466.64	\$561.92
6	36000	\$71.16	\$71.16	\$937.08	\$1179.27	\$1008.25	\$1250.43
8	66000	\$130.42	\$130.42	\$1710.28	\$2154.12	\$1840.70	\$2284.54
10	102000	\$198.59	\$198.59	\$2647.38	\$3333.39	\$2845.97	\$3531.98
12	150000	\$296.43	\$296.43	\$3896.83	\$4905.69	\$4193.26	\$5202.13

For all usage in excess of allowed usage, the rate per 100 cubic feet shall be as follows:

	CAPITAL CHARGE	OM&R	TOTAL
Contract Communities	\$0.199	\$1.708	\$1.907
All Others	\$0.199	\$1.800	\$1.999

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2012-426 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 24, 2012, 2012 after first being introduced at a Regular Meeting held on August 27, 2012. The motion to approve was made by member Roe and seconded by member Currie. Yes: Mike Martin, Eldridge, Currie, Scott Martin, Stumbo, Roe, Doe. NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
2012 BUDGET AMENDMENT #8
September 24, 2012

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

Total Increase \$52,322.15

Request to budget line item number 212-970-000-975-535 Capital Outlay/Community Center Building Improvement for replacement of the Community Center roof. The original request to go out for sealed bids for this project was brought before the Board on July 23, 2012 under other business and a motion was made and carried unanimously. We have re-bid the roof project and opened the bids on September 17, 2012. Jeff Allen, RSD Director, feels that a good bid should not exceed \$38,000. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues: Prior Year Fund Balance	212-000-000-699.000	\$38,000.00
	Net Revenues	<u>\$38,000.00</u>
Expenditures: Capital Outlay/CommCtr Bldg Improv	212-970-000-975.535	\$38,000.00
	Net Expenditures	<u>\$38,000.00</u>

Increase the Capital Outlay/Sidewalk expenditure line by \$14,322.15 for sidewalks installation on the east side of Golfside from EMU property to Packard. Original agreement for Golfside Pedestrian facility construction brought before the Board on June 25, 2012 agreement #2 with the Road Commission was estimated at \$121,500. The actual cost came in at \$135,822.15 with a difference of \$14,322.15. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues: Prior Year Fund Balance	212.000.000.699.000	<u>\$14,322.15</u>
	Net Revenues	<u>\$14,322.15</u>
Expenditures: Capital Outlay/sidewalk	212.970.000-997.002	<u>\$14,322.15</u>
	Net Expenditures	<u>\$14,322.15</u>

Motion to Amend the 2012 Budget (#8):

Move to increase the Bike, Sidewalk, Recreation, Road, & General Operations Fund (BSRII) by \$52,322.15 to \$2,934,444 and approve the department line item changes as outlined.

RESOLUTION NO. 2012-27

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION REGARDING THE DIVISION OF A PLATTED LOT

Resolution Authorizing The Division Of Platted Lots In Huron Center Commercial & Industrial Park.

WHEREAS, the owner of Lot 12 has made a request to change lot boundaries as previously approved and recorded; and

WHEREAS, Township ordinance no. 2000-243, Article IX, Section 11.01 states that "Upon the filing of a petition, by the owner or owners of all interest therein, with the Township Board, the platted lots, outlot, or parcels of land in existing recorded plats may be partitioned or divided upon resolution of the Township Board into not more than four (4) parts, each of which shall, in regard to width, depth and area, conform to the terms and provisions of the Charter Township of Ypsilanti Zoning Ordinance, as amended; and

WHEREAS, the Township Planning and Development Coordinator has reviewed the division and confirmed that the resulting parcels meet the minimum requirements for lot size and road frontage as set forth by Section 2000 of the Township Zoning Ordinance.

THEREFORE, BE IT RESOLVED, that the revised property descriptions are approved as follows:

LEGAL DESCRIPTION PART OF LOT 13

THE SOUTH 104 FEET OF LOT 12, HURON CENTER COMMERCIAL & INDUSTRIAL PARK, AS RECORDED IN LIBER 26 OF PLATS, PAGES 66 TO 68, WASHTENAW COUNTY RECORDS.

BEING FURTHER DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 12, BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID LOT 12 NORTH 84 DEGREES 23 MINUTES 36 SECONDS WEST, A DISTANCE OF 310.92 FEET TO THE WESTERLY LINE OF SAID LOT 12; THENCE ALONG SAID WESTERLY LINE NORTH 14 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 105.30 FEET TO A LINE 104 FEET NORTH (PERPENDICULAR MEASUREMENT) OF THE SOUTH LINE OF SAID LOT 12; THENCE ALONG SAID LINE SOUTH 84 DEGREES 23 MINUTES 36 SECONDS EAST, A DISTANCE OF 293.84 FEET TO THE EASTERLY LINE OF LOT 12; THENCE ALONG SAID EASTERLY LINE SOUTH 05 DEGREES 16 MINUTES 30 SECONDS WEST, A DISTANCE OF 104.00' FEET TO THE POINT OF BEGINNING. CONTAINING 0.722 ACRES OF LAND MORE OR LESS - T3S, R7E, YPSILANTI TOWNSHIP, SUBJECT TO AND TOGETHER WITH EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LEGAL DESCRIPTION PART OF LOT 13

LOT 12 OF HURON CENTER COMMERCIAL & INDUSTRIAL PARK, AS RECORDED IN LIBER 26 OF PLATS, PAGES 66 TO 68; WASHTENAW COUNTY RECORDS, EXCEPT THE SOUTHERLY 104.00 FEET.

BEING FURTHER DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 12, THENCE ALONG THE EAST LINE OF SAID LOT 12 NORTH 05 DEGREES 16 MINUTES 30 SECONDS EAST A DISTANCE OF 104.00 FEET TO A LINE 104 FEET NORTH (PERPENDICULAR MEASUREMENT) OF THE SOUTH LINE OF LOT 12 AND BEING THE POINT OF BEGINNING; THENCE ALONG SAID LINE NORTH 84 DEGREES 23 MINUTES 36 SECONDS WEST A DISTANCE OF 293.82 FEET TO THE WESTERLY LINE OF LOT 12; THENCE ALONG SAID LINE NORTH 14 DEGREES 36 MINUTES 42 SECONDS EAST A DISTANCE OF 209.89 FEET TO THE NORTHERLY LINE OF LOT 12; THENCE ALONG THE SAID NORTHERLY LINE THE FOLLOWING TWO COURSES: 226.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 543.00 FEET, A CENTRAL ANGLE OF 023DEGREES 52 MINUTES 28 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 72 DEGREES 47 MINUTES 30 SECONDS EAST, 224.64 FEET; THENCE SOUTH 84 DEGREES 43 MINUTES 30 SECONDS EAST A DISTANCE OF 40.00 FEET TO THE EAST LINE OF LOT 12; THENCE ALONG SAID LINE SOUTH 05 DEGREES 16 MINUTES 30 SECONDS WEST A DISTANCE 162.35 FEET TO THE POINT OF BEGINNING. CONTAINING 1.111 ACRES OF LAND MORE OR LESS - T3S, R7E, YPSILANTI TOWNSHIP, SUBJECT TO AND TOGETHER WITH EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY

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. 2012-27 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 24, 2012.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

2012 Tax Rate Request (This form must be completed and submitted on or before September 30, 2012)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

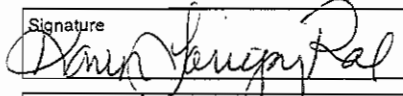

County(ies) Where the Local Government Unit Levies Taxes Washtenaw County	2012 Taxable Value of ALL Properties in the Unit as of 5-29-12 1,140,529,055
Local Government Unit Requesting Millage Levy Charter Township of Ypsilanti	For LOCAL School Districts: 2012 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2012 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5)** 2011 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2012 Current Year "Headlee" Millage Reduction Fraction	(7) 2012 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	Gen Op		1.1160	1.0322	1.0000	1.0322	1.0000	1.0322		1.0322	N/A
Voted	Fire Prot	5/5/09	2.8000	2.8000	1.0000	2.8000	1.0000	2.8000		2.8000	2012
Voted	Sld Wst	5/5/09	1.6800	1.6800	1.0000	1.6800	1.0000	1.6800		1.6800	2012
Voted	Police	5/5/09	3.5000	3.5000	1.0000	3.5000	1.0000	3.5000		3.5000	2012
Voted	Rec/BP	5/5/09	1.0059	1.0059	1.0000	1.0059	1.0000	1.0059		1.0059	2012
PA 235	F Pen/HC	N/A						.60312		.60312	N/A
Voted	Police	11/2/10	1.5000	1.5000	1.0000	1.5000	1.0000	1.5000		1.5000	2012

Prepared by Linda Gosselin	Telephone Number (734) 487-4927	Title of Preparer Assessor	Date 9/24/12
--------------------------------------	---	--------------------------------------	------------------------

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature 	Print Name Karen Lovejoy Roe	Date 9/24/12
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature 	Print Name Brenda L. Stumbo	Date 9/24/12
<input checked="" type="checkbox"/> President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only: Complete if requesting millage to be levied. See STC Bulletin 2 of 2012 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
09/20/2012	AP	159259	CHARTER	CHARTER TWP OF YPSILANTI TAX	15,388.75
09/20/2012	AP	159260	2600	STATE OF MICHIGAN	20.00
09/21/2012	AP	159261	6821	AT & T	42.29
09/21/2012	AP	159262	6821	AT & T	85.53
09/21/2012	AP	159263	16509	CLEAR RATE COMMUNICATIONS, INC	1,154.56
09/21/2012	AP	159264	0363	COMCAST CABLE	81.95
09/21/2012	AP	159265	0363	COMCAST CABLE	201.95
09/21/2012	AP	159266	0363	COMCAST CABLE	81.90
09/21/2012	AP	159267	0426	GUARDIAN ALARM	128.71
09/21/2012	AP	159268	0426	GUARDIAN ALARM	307.19
09/21/2012	AP	159269	0426	GUARDIAN ALARM	1,267.53
09/21/2012	AP	159270	0426	GUARDIAN ALARM	1,400.00
09/21/2012	AP	159271	0426	GUARDIAN ALARM	46.97
09/21/2012	AP	159272	6446	LEVEL 3 COMMUNICATIONS, LLC	478.60
09/21/2012	AP	159273	15550	MATTA BLAIR, PLC	67.20
09/21/2012	AP	159274	16486	PAETEC	490.53
09/21/2012	AP	159275	4402	TDS METROCOM	870.00
09/21/2012	AP	159276	8063	TELEGRATION	89.44
09/21/2012	AP	159277	15934	WASTE MANAGEMENT	779.79
09/21/2012	AP	159278	0480	YPSILANTI COMMUNITY	93.10
09/24/2012	AP	159279	0118	DTE ENERGY	17,745.35

AP TOTALS:

Total of 21 Checks:	40,821.34
Less 0 Void Checks:	0.00
Total of 21 Disbursements:	<u>40,821.34</u>

Accounts Payable Checks - 466,809.90

Hand Checks - 40,821.34

Grand total 507,631.24

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
10/02/2012	AP	159280	11339	ACCUSHRED LLC	65.00
10/02/2012	AP	159281	15493	ADAM KURTINAITIS	660.00
10/02/2012	AP	159282	6143	AL WALTERS HEATING AND COOLING	975.00
10/02/2012	AP	159283	0017	ANN ARBOR CLEANING SUPPLY	76.86
10/02/2012	AP	159284	0022	ANN ARBOR WELDING SUPPLY CO	194.50
10/02/2012	AP	159285	0215	AUTO VALUE YPSILANTI	243.54
10/02/2012	AP	159286	6397	BARR ENGINEERING COMPANY	1,426.00
10/02/2012	AP	159287	BOSTAL	BOSTAL INDUSTRIES	20,113.83
10/02/2012	AP	159288	0354	BSN SPORTS	432.91
10/02/2012	AP	159289	16315	CAMTRONICS COMMUNICATIONS CO.	203.00
10/02/2012	AP	159290	16356	CANNONSBURG WOOD PRODUCTS	2,315.00
10/02/2012	AP	159291	3460	CDW GOVERNMENT INC	3,598.00
10/02/2012	AP	159292	5842	CHARLES WILSON	70.00
10/02/2012	AP	159293	0870	CHARTER TOWNSHIP OF SUPERIOR	12.02
10/02/2012	AP	159294	16544	CHRISTOPHER SALAZAR	1,085.00
10/02/2012	AP	159295	15811	CITADEL EXCAVATING, INC	30,000.00
10/02/2012	AP	159296	16151	CODE42.COM	1,049.80
10/02/2012	AP	159297	15452	COLD CUT KRUISE	112.80
10/02/2012	AP	159298	15775	COMMERCIAL IRRIGATION & TURF	952.85
10/02/2012	AP	159299	0582	CONGDON'S	97.07
10/02/2012	AP	159300	16462	DAVID MONFORTON	108.00
10/02/2012	AP	159301	6762	EDWARD MARX, JR.	108.00
10/02/2012	AP	159302	6951	EMERGENCY VEHICLES PLUS	530.19
10/02/2012	AP	159303	1200	FEDERAL EXPRESS CORPORATION	191.80
10/02/2012	AP	159304	8623	GENERAL MOTORS	139,600.06
10/02/2012	AP	159305	1233	GORDON FOOD SERVICE INC.	89.91
10/02/2012	AP	159306	0107	GRAINGER	539.90
10/02/2012	AP	159307	15893	GREG MCKINNEY	108.00
10/02/2012	AP	159308	6414	GRIFFIN PEST SOLUTIONS	174.00
10/02/2012	AP	159309	15884	HEPPNER LANDSCAPE SERVICES	590.00
10/02/2012	AP	159310	15884	HEPPNER LANDSCAPE SERVICES	1,843.00
10/02/2012	AP	159311	15884	HEPPNER LANDSCAPE SERVICES	675.00
10/02/2012	AP	159312	15884	HEPPNER LANDSCAPE SERVICES	1,335.00
10/02/2012	AP	159313	15884	HEPPNER LANDSCAPE SERVICES	330.00
10/02/2012	AP	159314	15884	HEPPNER LANDSCAPE SERVICES	1,665.00
10/02/2012	AP	159315	6547	HERITAGE NEWSPAPERS	230.40
10/02/2012	AP	159316	6786	HERITAGE-CRYSTAL CLEAN, LLC	236.22
10/02/2012	AP	159317	0503	HOME DEPOT	254.99
10/02/2012	AP	159318	5420	INTAB	332.57
10/02/2012	AP	159319	16216	JOHN D. OSBORNE	1,650.00
10/02/2012	AP	159320	4467	JOHN DEERE LANDSCAPES	675.49
10/02/2012	AP	159321	15513	JP MORGAN CHASE BANK, NA	1,600.00
10/02/2012	AP	159322	16408	JTW PIPES LLC	150.00
10/02/2012	AP	159323	GLEASON	KATHLEEN GLEASON	25.00
10/02/2012	AP	159324	16374	LA ESPIGA DORADA INC	66.00
10/02/2012	AP	159325	THOMPSON	LATONYA THOMPSON	150.00
10/02/2012	AP	159326	6467	LOWES	149.10
10/02/2012	AP	159327	MANPOWER	MANPOWER	1,324.12
10/02/2012	AP	159328	16511	MARIA AKHUTINA	60.00
10/02/2012	AP	159329	0158	MARK HAMILTON	1,500.00
10/02/2012	AP	159330	6476	MASA	273.00
10/02/2012	AP	159331	15405	MAYNARDS AUTO SERVICE CENTER	10.00
10/02/2012	AP	159332	0253	MCLAIN AND WINTERS	9,775.00
10/02/2012	AP	159333	16461	MICHIGAN LINEN SERVICE, INC.	945.14
10/02/2012	AP	159334	6517	MICHIGAN TOURNAMENT FLEET, INC	825.00
10/02/2012	AP	159335	0172	MICRO SOURCE INC.	1,184.11
10/02/2012	AP	159336	2986	NAPA AUTO PARTS*	15.96
10/02/2012	AP	159337	1937	OFFICE DEPOT	50.97
10/02/2012	AP	159338	2997	OFFICE EXPRESS	1,322.43
10/02/2012	AP	159339	1081	OKINAWAN KARATE CLUB	996.80
10/02/2012	AP	159340	0309	ORCHARD, HILTZ & MCCLIMENT INC	4,771.25
10/02/2012	AP	159341	0585	OVERHEAD DOOR COMPANY	790.12
10/02/2012	AP	159342	15371	PARABEN CORPORATION	360.00
10/02/2012	AP	159343	0501	PARK ATHLETIC SUPPLY	496.75
10/02/2012	AP	159344	15766	PARS ICE CREAM	160.32
10/02/2012	AP	159345	13072	PAUL ABRAHAMSE	35.00
10/02/2012	AP	159346	0327	PINTER'S FLOWERLAND, INC.	109.80
10/02/2012	AP	159347	16372	PITNEY BOWES	0.01
10/02/2012	AP	159348	0722	PRINTING SYSTEMS	6,196.60
10/02/2012	AP	159349	6953	QUILL OFFICE SUPPLIES	370.30
10/02/2012	AP	159350	15420	RESERVE ACCOUNT	10,000.00
10/02/2012	AP	159351	15386	RICOH AMERICAS CORPORATION	117.23
10/02/2012	AP	159352	6308	RKA PETROLEUM	9,062.46
10/02/2012	AP	159353	0371	SAFEGUARD BUSINESS SYSTEMS	581.58
10/02/2012	AP	159354	2990	SOUTHEASTERN EQUIPMENT	236.48
10/02/2012	AP	159355	15751	SOUTHERN COMPUTER WAREHOUSE	5,990.83
10/02/2012	AP	159356	1507	SPARTAN DISTRIBUTORS	717.19
10/02/2012	AP	159357	3001	START SMART SPORTS DEV.	156.00

V

Check Date	Bank	Check	Vendor	Vendor Name	Amount
10/02/2012	AP	159358	6509	SUNSHINE MEDICAL	832.00
10/02/2012	AP	159359	0449	SYSKO FOOD SERVICES OF DETROIT	1,445.69
10/02/2012	AP	159360	1227	TARGET INFORMATION	92.66
10/02/2012	AP	159361	6974	TERRY CONDIT	200.00
10/02/2012	AP	159362	0356	TIME EMERGENCY EQUIPMENT	821.40
10/02/2012	AP	159363	0468	TITLEIST	176.28
10/02/2012	AP	159364	15941	TODD J. BARBER	1,350.00
10/02/2012	AP	159365	4779	U.S. BANK, N.A.	65,010.00
10/02/2012	AP	159366	6455	UIS PROGRAMMABLE SERVICES	456.00
10/02/2012	AP	159367	6427	UNIMEASURE	194.38
10/02/2012	AP	159368	6523	UNIQUE 1 SERVICE	1,776.00
10/02/2012	AP	159369	3082	UNIVERSITY TRANSLATORS	140.00
10/02/2012	AP	159370	5576	USHER OIL COMPANY	437.50
10/02/2012	AP	159371	0497	VAN BUREN STEEL & FABRICATING	180.00
10/02/2012	AP	159372	0103	VICTOR CHEVRETTE	321.00
10/02/2012	AP	159373	6627	VICTORY LANE	44.18
10/02/2012	AP	159374	16448	VITA VIBE, INC	629.90
10/02/2012	AP	159375	16302	W.J. O'NEIL COMPANY	1,060.60
10/02/2012	AP	159376	0895	WASHTENAW COUNTY	28,533.00
10/02/2012	AP	159377	0163	WASHTENAW COUNTY ROAD	85,600.00
10/02/2012	AP	159378	0691	WASHTENAW-LIVINGSTON MEDICAL	56.00
10/02/2012	AP	159379	0388	WESTLAND FIRE EXTINGUISHER INC	524.00
10/02/2012	AP	159380	0480	YPSILANTI COMMUNITY	532.74
10/02/2012	AP	159381	6417	YPSILANTI TWP PETTY CASH	172.32
10/02/2012	AP	159382	15780	ZOHO CORPORATION	699.00

AP TOTALS:

Total of 103 Checks:	466,809.91
Less 1 Void Checks:	0.01
Total of 102 Disbursements:	<u>466,809.90</u>

SUPERVISOR REPORT

- A. SUPERVISOR STUMBO WILL REPORT ON MEETINGS ATTENDED BY OFFICIALS AND STAFF

CLERK REPORT

THERE IS NO WRITTEN CLERK REPORT

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

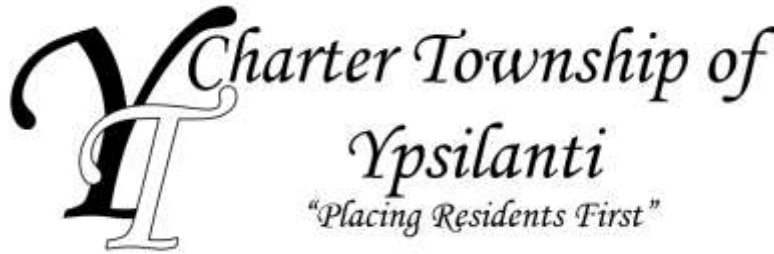
TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

ATTORNEY REPORT

GENERAL LEGAL UPDATE

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Office of Community Standards

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151
www.ytown.org

Memorandum

To: Karen Lovejoy Roe, Township Clerk
From: Joe Lawson, Planning Director
Date: September 4, 2012
Re: Peddlers Permit Exemption Request – Groundcover News

Please be advised that the Office of Community Standards is in receipt of an undated request from Mr. Greg Hoffman representing the Groundcover News.

Mr. Hoffman is requesting consideration of a peddlers permit within Ypsilanti Township to permit the sale of newspapers on public property. As stated within his request, vendors purchase the newspaper from the Groundcover Organization and in turn sell the newspaper for a suggested donation of \$1.00.

Ordinance section 22-148 states: Use of streets and other public places.

- (a) No peddler shall have any exclusive right to any location in the public street, nor shall any peddler be permitted a stationary location or be permitted to operate in any congested area, or area generally open to the public, including any area designated for the parking of vehicles, within this governmental unit, where his operations might impede or inconvenience the public. For the purpose of this section, the judgement of a police officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public impeded or inconvenienced.
- (b) No peddler shall stop or remain in any one place upon a street, alley, public place, or place generally open to the public, including any area designated for the parking of vehicles, within this governmental unit longer than necessary to make a sale to a customer wishing to buy. Any peddler using a vehicle, when stopped, shall place his vehicle parallel to and as near as possible to the curb and shall depart from such place as soon as he has completed sales with customers actually present.
- (c) The township board may, at their discretion, exempt the following from the stationary or fixed stand rule:

- (1) Recognized charitable or public organizations whose sole purpose is to raise funds for that organization or its programs.
- (2) Those proposed operations such as Christmas tree sales and firework sales which are not to be and shall not be in existence for any period longer than 60 days each calendar year.

As stated above, though the stationary sale of the newspapers would generally not be permissible under the current ordinance, the ordinance permits the Board of Trustees to exempt the applicant as a recognized charitable or public organization should it deem appropriate.

Furthermore, section 22-170 permits the Township Board to exempt a recognized charitable or public organization from the fees associated with obtaining a peddlers license. Ordinance generally requires payment of \$5.00 per day for the first six consecutive days and \$1.00 per day for each day thereafter, or \$25.00 for 90 days.

Lastly, it is the recommendation of staff that should the Board agree to exempt the Underground News from sections 22-148 and 22-170 as stated herein, it is recommended that said exemption expire after 12 months from the date of approval with an opportunity to request an additional 12 month exemption after further review and consideration of the Board.

If you should have any additional questions or need additional information, please feel free to contact me at your convenience.

GROUND COVER

NEWS AND SOLUTIONS FROM THE GROUND UP

To Whom It May Concern:

This letter is intended to request permission for Peddlers Permits for Ypsilanti Township for the vendors of Groundcover News. Groundcover News is a non-profit organization based in Ann Arbor, but servicing the Washtenaw County Area. Groundcover is a "street newspaper", which means that the organization puts out a monthly edition that is sold exclusively on the streets of the communities in Washtenaw County. Our vendor force is almost entirely composed of individuals who are currently experiencing or have recently experienced housing insecurity.

Our newspaper covers issues relating to poverty, housing insecurity, and other community concerns. We also feature articles, profiles, stories, and poetry written by the many vendors of the newspaper.

After completing a training session on how and where the paper can be sold, our vendors buy issues of the paper from the Groundcover Organization for 25¢ and then sell the paper for a suggested donation price of \$1. In our two years of operation, we have attained permits to sell the newspaper in Ann Arbor, Ypsilanti, Dexter, and Pittsfield Township. The paper is sold on public property only, in addition to several churches in the community with the permission of those congregations.

We are hoping to obtain permits to expand into Ypsilanti Township with your permission. Due to the fact that our organization is a registered non-profit and the nature of our vendor force, we are hoping to work with you to find an amicable agreement about the permit fees.

If you have any further questions about our organization, please visit our website at www.groundcovernews.com or contact me directly. Thank You.

Sincerely,

Greg Hoffman
Groundcover News
Community Organizer and Social Work Intern
Greg@groundcovernews.com
734.707.8065

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 31 2012

GROUND COVER NEWS INC
C/O SUSAN BECKETT
6121 LIBERTY RD
ANN ARBOR, MI 48103-9305

Employer Identification Number:
27-3287108
DLN:
17053129309001
Contact Person:
YVONNE LIGGETT ID# 31296
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 26, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

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

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

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Office of Community Standards

Ordinance Department
7200 S. Huron River Drive
Ypsilanti, MI 48197
(734) 485-4393
ytown.org

October 1, 2012

To: Karen Lovejoy Roe, Clerk
Nancy Wrybkowski, Deputy Clerk

From: Mike Radzik, Director
Office of Community Standards & Police Administration

Subject: **Authorization to sign contracts with the Washtenaw County Road Commission for the installation of traffic calming devices (speed humps) on Parkwood Ave and Crestwood Ave; budgeted in the amount of \$58,856 in account 101-446.000-818.022**

Copy: Board of Trustees
Doug Winters, Attorney

Two groups of residents have successfully completed the petition process for the installation of traffic calming devices known as speed humps in their respective neighborhoods. Petition forms were submitted to the road commission and signatures were verified as being consistent with property ownership by the township.

Pursuant to the Washtenaw County Road Commission's Neighborhood Traffic Management Program Policy and Procedure, the township is responsible for the cost of installation, and the road commission has submitted proposed agreements to fund the installation of these devices as follows:

Parkwood Ave between Ecorse and Glenwood

- 7 speed humps & signage
- \$40,514
- 78% approval rate (50/64 eligible parcels)

Crestwood Ave between Harris and Glenwood

- 3 speed humps & signage
- \$18,342
- 81% approval rate (30/37 eligible parcels)

I have enclosed copies of the preliminary engineer's estimates and proposed location layout for each project. Funding for these projects is budgeted in General Fund account 101-446.000-818.022. Copies of the proposed agreements have been forwarded to legal counsel for review in anticipation of Board consideration.

Please contact me with any questions or concerns. Thank you for your continued support of traffic calming efforts in residential neighborhoods.

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:

_____ 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

PRELIMINARY ENGINEER'S ESTIMATE

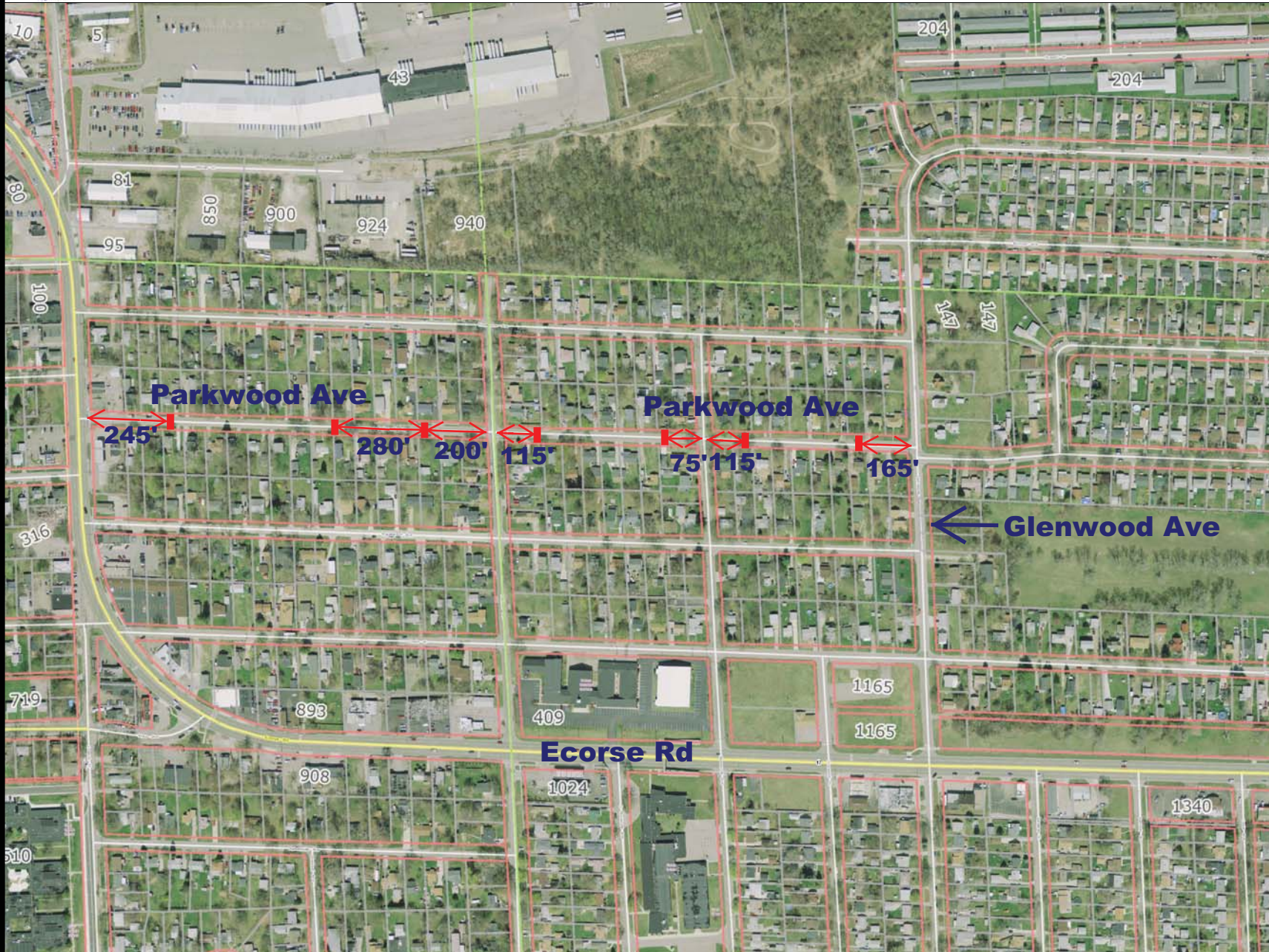
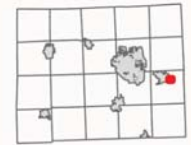


Project: Speed Hump Installation
 Location: Parkwood Ave (Ecorse to Glenwood), Ypsilanti Twp.
 Date: 7/17/2012



















ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP INSTALLATION	7	EA	\$3,850.00	\$26,950.00	<i>Contractor Install</i>
	PVMT MKGS INSTALLATION	7	EA	\$350.00	\$2,450.00	<i>Contractor Install</i>
	TRAFFIC SIGNS	16	EA	\$310.00	\$4,960.00	<i>WCRC Install</i>
				SUBTOTAL	\$34,360.00	
				CE/INCID 15%	\$5,154.00	<i>Eng./Inspect. Costs</i>
				CONST EST	\$39,514.00	
	TRAFFIC CONTROL		LS		\$1,000.00	<i>Contractor Cost</i>
PROJECT TOTAL:					\$40,514.00	



Proposed locations for speed humps on Parkwood Avenue



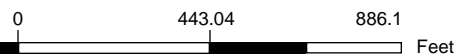
Legend

-  Police Stations
-  Fire Stations
-  County Buildings
-  Local Unit Offices
-  Right of Way
-  Quarter Sections
-  Parcels
-  Schools
-  XClose_OneWayDec
-  XClose_Roads
-  All Other Roads
-  Unknown
-  Alley/Driveway, 0; Al
-  Primary Roads
-  Ramps
-  Highways
-  Parks
-  Interest

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

NOTE: Parcels may not be to scale.
7/11/2012



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Notes

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:

_____ 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

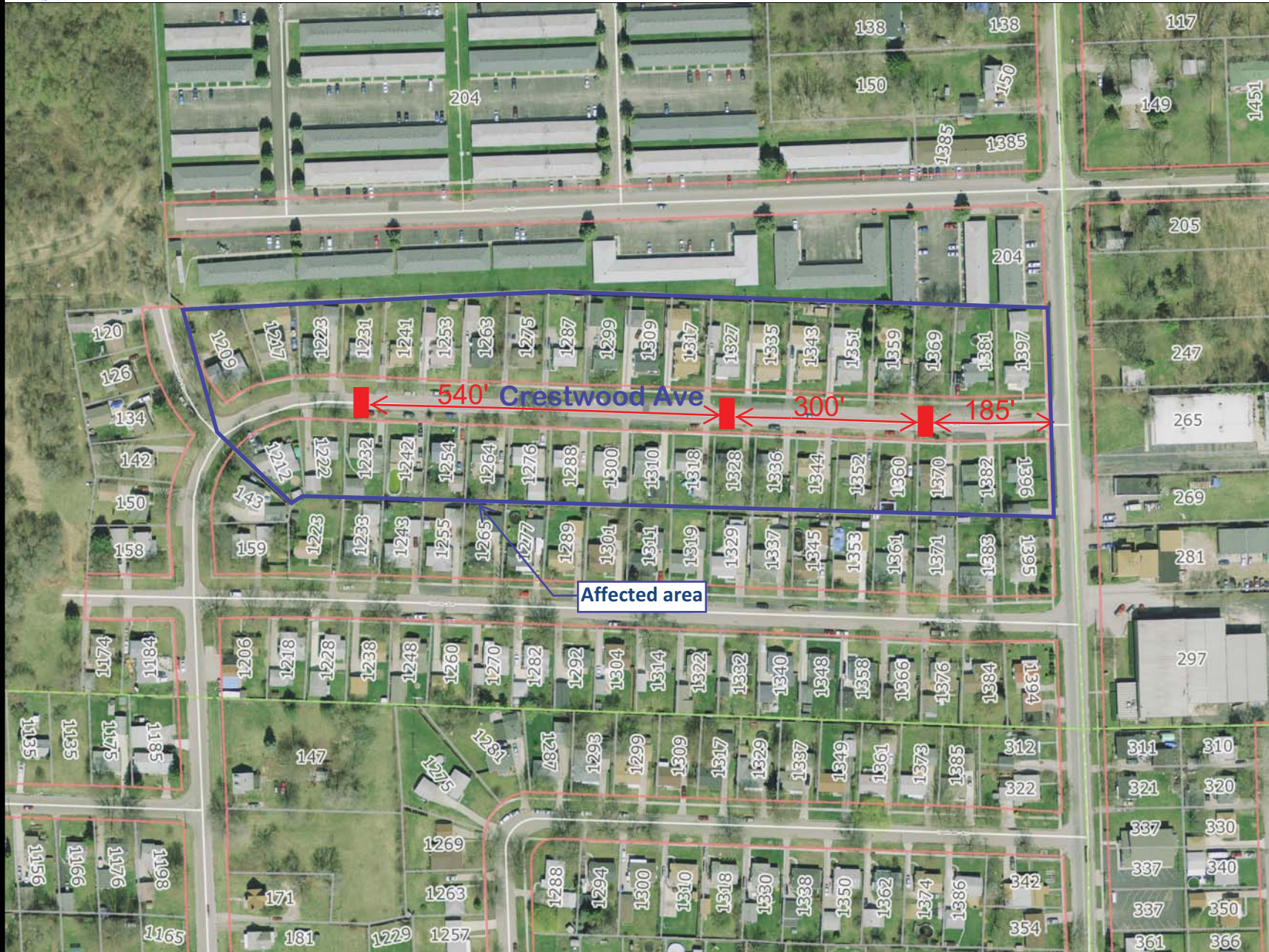
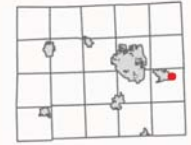
PRELIMINARY ENGINEER'S ESTIMATE



Project: Speed Hump Installation
 Location: Crestwood Ave, Ypsilanti Twp.
 Date: 8/8/2012

ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP INSTALLATION	3	EA	\$3,850.00	\$11,550.00	<i>Contractor Install</i>
	PVMT MKGS INSTALLATION	3	EA	\$350.00	\$1,050.00	<i>Contractor Install</i>
	TRAFFIC SIGNS	8	EA	\$310.00	\$2,480.00	<i>WCRC Install</i>
				SUBTOTAL	\$15,080.00	
				CE/INCID 15%	\$2,262.00	<i>Eng./Inspect. Costs</i>
				CONST EST	\$17,342.00	
	TRAFFIC CONTROL		LS		\$1,000.00	<i>Contractor Cost</i>
PROJECT TOTAL:					\$18,342.00	

Proposed locations for speed humps on Crestwood Avenue



Legend

- Police Stations
- Fire Stations
- County Buildings
- Local Unit Offices
- Right of Way
- Quarter Sections
- Parcels
- Schools
- XClose_OneWayDec
 - 1
 - 2
- XClose_Roads
 - All Other Roads
 - Unknown
 - Alley/Driveway, 0; Al
 - Primary Roads
 - Ramps
 - Highways
- Parks
- Interest

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

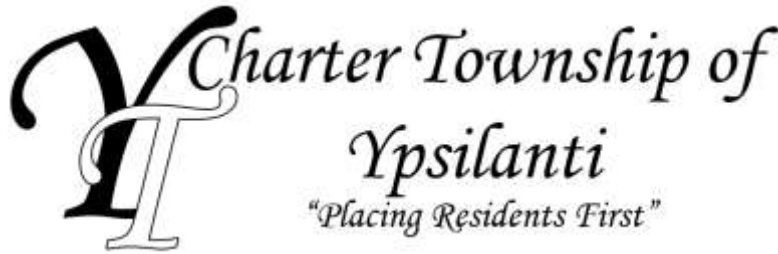
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NOTE: Parcels may not be to scale.

7/23/2012

Notes

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Residential Services

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0073
Fax: (734) 544-3501
www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director – Residential Services

DATE: October 1, 2012

RE: Approval of Stantec for consultant at Tyler Rd. Dam

Please see the attached proposal from Stantec Consulting Michigan, Inc. to examine the options at the Tyler Dam project. We are asking for approval to have Stantec proceed with this work.

Stantec is an Ann Arbor based company that has experience in this type of work. We currently use Barr Engineering for our work at the Ford Lake Dam and they are currently working on the gate valve issue at the Ford Lake site. Because of this, we would like to select a different company to examine this location.

The proposal is for the work to total \$32,000 which includes sampling and testing the bottom topography of the pond. Stantec would begin within a month and complete perhaps up to ¾'s of the project this calendar year and the remainder in 2013. We propose to pay this out of the Hydro account 252.252.000.801.000. We anticipate the need to pay \$24,000 in 2012 from this account. We would need to be sure to budget the other \$8,000 in this account for 2013.

Also attached is Stantec's 2012 proposed agreement, rate table and insurance information.

We have forwarded the contract to Doug Winters for his opinion of the agreement as prepared by Stantec.



Stantec

Stantec Consulting Michigan, Inc.
3754 Ranchero Drive
Ann Arbor, MI 48108-2771
Phone: 734-761-1010
Fax: 734-761-1200

September 29, 2012
File: 207599000

Attention: Mr. Michael Saranen, Hydro Operations
7200 S. Huron River Dr.
Ypsilanti, MI 48197

**Reference: Ypsilanti Township – Tyler Dam Phase I
Proposal for Professional Services**

Dear Mr. Saranen,

Stantec Consulting Michigan, Inc. (Stantec) is pleased to offer the following proposal for professional services for the Tyler Dam Phase I project.

Project Understanding

Tyler Dam was built in the early 1940's to provide industrial cooling water for the Willow Run Bomber Plant. With the displacement of industry from the complex, the impoundment is no longer needed for this purpose nor does it serve any utility functions such as power generation or drinking water storage. In the 1990's, polluted sediments were removed from the impoundment as part of an environmental cleanup.

The dam consists of a concrete overflow spillway having a structural height of approximately 31 feet and four (4) 8-foot wide spillway bays. The spillway includes a 54-inch bottom-drain pipe. A county vehicular bridge (Washtenaw County Road Commission) bears on the crest of the spillway.

Ypsilanti Township now would like to investigate permanently drawing down the impoundment and deregulating the dam and embankments. A preliminary analysis by Mr. Luke Trumble, P.E. of MDEQ (September 17, 2012 email) suggests that the existing spillway drain culvert is not large enough to pass the required 0.5% (200-year) flood in a manner allowing deregulation of the structure in its current condition. Eventual modification or removal of the spillway therefore would be required to meet this goal. The presence of the vehicular bridge on the spillway complicates major alteration of the spillway.

An important factor in deciding whether and how to move forward with a permanent drawdown is the condition of the bottom sediments of Tyler Pond. It is unknown at this point the effectiveness of the recent remediation project, or if contamination perhaps has re-appropriated into the pond. Accurate knowledge of the existing conditions will determine the correct management strategy for sediments. In addition, the Township desires a comprehensive list of concrete and embankment repairs that are required for proper maintenance of existing facilities and satisfying dam safety requirements.

Project Overview

Phase I consists of a) obtaining information on sediments needed to define project scope and design needs; b) itemizing needed concrete repairs in view of both dam safety and general maintenance; and c) seeking out funding sources for the project. Phase II would be organized based on findings of Phase I, and may consist

**Reference: Ypsilanti Township – Tyler Dam Phase I
Proposal for Professional Services**

of services such as: a) stream restoration strategy; b) stream survey and hydraulic study; c) spillway modification and removal options; d) contacting stake-holders (e.g., WCRC regarding possible reconstruction of the vehicular bridge); and e) cost opinions for construction. Later phases would include detailed design and construction.

Services

Stantec proposes the following services as part of Phase I:

Qualitative sediment testing and analysis

Before proceeding with a drawdown, sediment quality should be tested to determine if the material can be left in place, or if it must be removed for special disposal and/or treatment. This task includes:

- Review existing documentation
- Contact MDEQ to get regulatory agreement with sediment testing and disposition method
- Collect sediment samples (assumes that sediments are soft enough for hand collection of samples)
- Provide laboratory analysis of sediments samples
- Cost opinion of sediment disposition options
- Analyze results and present findings in a summary report
- Make a presentation to the Township if requested

Evaluation of Structures

Under this task, Stantec will determine what repairs are required on the dam gate, spillway, embankments, nearby drainage outlets and related structures. This task includes:

- Field investigation
- Classification of repair by type (i.e., dam safety or general maintenance related)
- Provide sketches showing repair locations
- Cost opinion of repairs

Quantitative analysis of sediment and bottom topography

Bottom topography and sediment thickness are used to determine the quantity of sediments for management or treatment and disposal. In addition, topography helps guide eventual restoration efforts. This task includes:

- Survey bottom and probe sediment layer for thickness
- Provide topographic maps both of exposed bottom and layer under sediment
- Determine the quantity of sediment

Research funding sources

At the direction of Ypsilanti Township, Stantec will provide assistance in pursuit of supplemental funding for the project. This task includes:

- Research funding sources including competitive grants
- Determine application process and deadlines
- Recommend probable funding sources for the project

Stantec

September 29, 2012
Mr. Michael Saranen, Hydro Operations
Page 3 of 3

Reference: Ypsilanti Township – Tyler Dam Phase I
Proposal for Professional Services

Schedule

Stantec proposes the following schedule for completion of Phase I:

Notice to proceed	October 8
Review project background	November 7
Complete field work	December 6
Submit report for Township review	January 22
Finalize report	February 22

Fees

Stantec proposes the following Time and Materials, Not to Exceed fees for the above tasks:

Qualitative sediment testing and analysis	
Concrete evaluation	\$26,000
Quantitative of sediment and bottom topography	\$3,000
Research funding sources	\$3,000

These fees are based on the 2012 rate table, which will be held in effect through the entirety of Phase I.

Thank you for the opportunity to offer our services for this project. Please do not hesitate to contact me if you have any questions.

Sincerely,

STANTEC CONSULTING MICHIGAN, INC.



Paul J. Malocha, P.E.
Senior Project Engineer
Tel: 734-214-2525
paul.malocha@stantec.com

Attachment: Professional Service Agreement; Attachment A; Generic Insurance Certificate; Rate Table

- c. Damien Wetzel, Stantec (email and hard copy)
- Dima El-Gamal, Stantec (email copy)
- Scott Peyton, Stantec (email copy)
- file (email and hard copy)



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 Rancho 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.



Stantec

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

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:



Stantec

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the AGREEMENT

BETWEEN:

CHARTER TOWNSHIP OF YPSILANTI
(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING MICHIGAN INC.
(hereinafter called "Stantec")

EFFECTIVE: October 8, 2012

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: Stantec shall perform the following SERVICES:

Professional engineering services for sediment testing and analysis (qualitative), itemize and provide cost opinion for concrete repairs and repairs to gate and regrading embankment, determine quantity of sediment and topography of pond bottom, and research and suggest funding sources of drawdown project.

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: October 8, 2012

Estimated Completion Date: March 8, 2013

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate Stantec as follows:

Time and Materials Fee of \$32,000 not to exceed without approval.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, Stantec shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

No additional conditions.

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

Stantec Rate Table
Insurance Certificate (generic)

INSURANCE REQUIREMENTS: Before any services are provided under this agreement, Stantec shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the



Stantec

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Page 2

aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Stantec in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, Stantec shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON REED STENHOUSE INC. AON RISK SERVICES CENTRAL, INC. 900 - 10025 - 102A AVENUE EDMONTON, AB T5J 0Y2	CONTACT NAME ANDREA OTTO	FAX (AG, No) 952-656-8834	
	PHONE (AG, No, Ext) 1-800-444-3017	E-MAIL ADDRESS ANDREA.OTTO@AON.COM	
INSURED STANTEC CONSULTING MICHIGAN INC. 3754 RANCHERO DRIVE ANN ARBOR, MI 48108-2771	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ZURICH AMERICAN INSURANCE COMPANY	16535	
	INSURER B: ZURICH AMERICAN INSURANCE COMPANY	16535	
	INSURER C: ZURICH INSURANCE COMPANY		
	INSURER D: ZURICH AMERICAN INSURANCE COMPANY	16535	
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 001 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS LIABILITY <input checked="" type="checkbox"/> OWNERS & CONTRACTORS <small>PROPERTY</small> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		GLO6556026 XCU COVER INCLUDED	05/01/12	05/01/13	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP5940882	11/01/11	11/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		8831307 EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)	05/01/12	05/01/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC5940881	11/01/11	11/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ANN ARBOR, MI.

CERTIFICATE HOLDER

CANCELLATION

TO WHOM IT MAY CONCERN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Andrea R. Otto

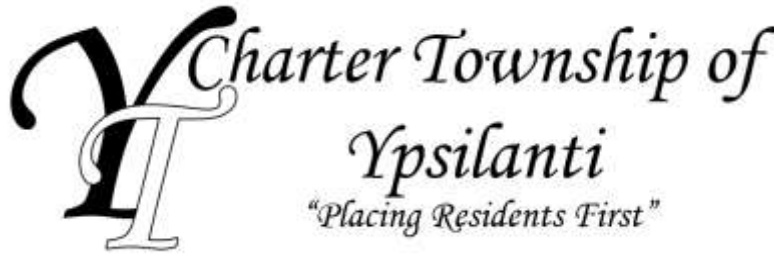
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2012 Fee Schedule

Title	Hourly Rate	Description
Technician	\$48 - \$55	<ul style="list-style-type: none"> • Entry-level position • Works under the supervision of a senior professional • Recent graduate from an appropriate post-secondary program or equivalent • Generally, less than four years experience
Engineering Assistant Construction Technician Environmental Technician	\$61 - \$73	<ul style="list-style-type: none"> • Junior-level position • Independently carries out assignments of limited scope using standard procedures, methods and techniques • Assists senior staff in carrying out more advanced procedures • Completed work is reviewed for feasibility and soundness of judgment • Graduate from an appropriate post-secondary program or equivalent • Generally, four years work experience
Senior CADD Technician Project Engineer Designer Senior Engineering Designer	\$80 - \$93	<ul style="list-style-type: none"> • Fully qualified professional position • Carries out assignments requiring general familiarity within a broad field of the respective profession • Makes decisions by using a combination of standard methods and techniques • Actively participates in planning to ensure the achievement of objectives • Works independently to interpret information and resolve difficulties • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, six years experience
Senior Designer Senior Project Engineer Project Manager	\$100 - 115	<ul style="list-style-type: none"> • First level supervisor of first complete level of specialization • Provides applied professional knowledge and initiative in planning and coordinating work programs • Adapts established guidelines as necessary to address unusual issues • Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, nine years experience
Senior Project Manager Associate Registered Surveyor	\$122 - \$135	<ul style="list-style-type: none"> • Highly-specialized technical professional or supervisor of groups of professionals • Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise • Participates in short and long range planning to ensure the achievement of objectives • Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures • Reviews and evaluates technical work • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, ten years experience with extensive, broad experience
Principal	\$159 - \$216	<ul style="list-style-type: none"> • Senior level consultant or management function • Recognized as an authority in a specific field with qualifications of significant value • Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise • Independently conceives programs and problems for investigation • Participates in discussions to ensure the achievement of program and/or project objectives • Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, fifteen years experience with extensive professional and management experience
Survey Crew	\$147	

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



**Office of Community
Standards**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151
www.ytown.org

Memorandum

To: Karen Lovejoy Roe, Township Clerk
From: Joe Lawson, Planning Director
Date: October 1, 2012
Re: Confirmation and Memorandum of Lease

Please be advised that the Office of Community Standards is in receipt of a Confirmation and Memorandum of Lease in relation to the wireless communication towers currently located at 9075 S. Huron River Drive and 7200 S. Huron River Drive.

As you may recall, on July 21, 2006, the Township entered into a ground lease agreement with T-Mobile Central LLC in order to permit T-Mobile to construct two 125-foot tall wireless communication towers upon Township property.

On or about December 6, 2012, T-Mobile entered into a business agreement with Mobilitie which in turn took over operation of the subject towers. Since that time, all lease payments and maintenance has been supplied by Mobilitie.

On April 2, 2012, Mobilitie Investments LLC was acquired by SBA Communication Corporation and subsequently changed their name to SBA Monarch Towers I, LLC.

With that said, please find attached copies of the provided confirmation and memorandum of lease between the Charter Township of Ypsilanti and SBA Monarch Towers I, LLC. As you will surely note, the attached documentation does not request a change or amendment to the annual lease fee or duration of the lease itself.

Should the Board agree, staff requests the Board authorize the Supervisor and Clerk to execute the attached agreement once they have been reviewed and recommended for approval by the Township Attorney.

If you should have any additional questions or need additional information, please feel free to contact me at your convenience.



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:

LESSOR:

Print Name: _____

Township of Ypsilanti, a Michigan municipal corporation

By: _____
Name: _____
Title: _____

Print Name: _____

Township of Ypsilanti, a Michigan municipal corporation

Print Name: _____

By: _____
Name: _____
Title: _____

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: 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:



Received 5900 Broken Sound Parkway NW
By _____ Boca Raton, FL 33487-2797
MAY 21 2012
sbasite.com

May 8, 2012

Township of Ypsilanti
7200 S Huron River Drive
Ypsilanti, MI 48197

Ypsilanti Township
CED Department

Re: **SBA Site ID#: MI40154-A-0** **SBA Site Name: Ypsilanti Township Offices**
Site Address: 7200 S Huron River Drive, Ypsilanti, MI 48197

Dear Lessor:

As of April 2, 2012, Mobilitie Investments, LLC, the owner of the telecommunications tower located on your property ("Tenant"), has been acquired by an affiliate of SBA Communications Corporation and subsequently changed the name of the entity to SBA Monarch Towers I, LLC. Enclosed, please find all necessary documentation as proof of this transaction.

Effective immediately, all rental payments related to this lease will now be issued by SBA. Please complete the enclosed W-9 form and return it in the envelope provided to the address below. Failure to complete, sign and return the W-9 form may result in SBA garnishing a portion of your rent due to IRS requirements:

SBA Monarch Towers I, LLC
5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797
Re: MI40154-A-0
Attn: Site Administration

We have also enclosed an *ACH Deposit Enrollment Authorization* form if you choose to have your checks directly deposited into one of your bank accounts.

Please also find enclosed an address confirmation form. Please review the information on the form, make any corrections if necessary, and sign and return to SBA in the enclosed self-addressed, stamped envelope.

In addition, an original Certificate of Insurance, naming you as the certificate holder and additional insured will be sent to you directly from our insurance carrier for your file.

Furthermore, in the coming weeks you will be receiving additional correspondence from us relating to some of our financing activities. Please be on the lookout for that correspondence.

In the event of a tower operation emergency or if assistance is required to access the site, please contact our Network Operations Center, which is open 24 hours a day, 7 days a week, at (888) 950-7483. SBA's Regional Site Manager for this tower is Jerry Mergler, who may be contacted at (517) 262-2918.

If you have any questions regarding this transaction, please contact Liane Montesino, Site Administration Specialist, at 1-800-487-7483, ext. 9422. If you have any questions regarding your rental payments please contact Lane Safai, Accounts Payable Specialist, at (800) 487-7483 x9511.

We look forward to having a pleasant working relationship with you.

Sincerely,

Rhonda Kranick
Site Administration Specialist
Enclosures

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:


"MPGJ-I, LLC", A DELAWARE LIMITED LIABILITY COMPANY,
WITH AND INTO "MOBILITIE INVESTMENTS, LLC" UNDER THE NAME OF
"SBA MONARCH TOWERS I, LLC", A LIMITED LIABILITY COMPANY
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE,
AS RECEIVED AND FILED IN THIS OFFICE THE SECOND DAY OF APRIL,
A.D. 2012, AT 11:52 O'CLOCK A.M.

3828789 8100M

120382628

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9474411

DATE: 04-02-12

CERTIFICATE OF MERGER

OF

MPGJ-I, LLC

(a Delaware limited liability company)

WITH AND INTO

MOBILITIE INVESTMENTS, LLC

(a Delaware limited liability company)

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, Mobilitie Investments, LLC, a Delaware limited liability company (the "Surviving Company"), hereby certifies as follows:

FIRST: The name of the Surviving Company is Mobilitie Investments, LLC, and the name of the limited liability company being merged into this Surviving Company is MPGJ-I, LLC.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

THIRD: The name of the Surviving Company of the merger is Mobilitie Investments, LLC. At the effective time of the merger, the name of the Surviving Company shall be amended to be "SBA Monarch Towers I, LLC".

FOURTH: At the effective time of the merger, the Second Article of the Certificate of Formation of the Surviving Company shall be amended and restated as follows:

"SECOND: The address of the registered agent in the State of Delaware is 3411 Silverside Road, Rodney Building, Suite 104, New Castle County, Wilmington, Delaware 19810. The name of the registered agent is Corporate Creations Network, Inc."

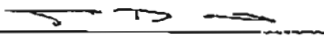
FIFTH: The merger is to become effective on April 2, 2012.

SIXTH: The Agreement of Merger is on file at the office of the Surviving Company, located at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487.

SEVENTH: A copy of the Agreement of Merger will be furnished by the Surviving Company on request, without cost, to any member of the constituent limited liability companies.

IN WITNESS WHEREOF, the Surviving Company has caused this Certificate of Merger to be executed as of the 2nd day of April, 2012.

MOBILITE INVESTMENTS, LLC

By: 
Name: Thomas P. Hunt
Title: Senior Vice President and General
Counsel



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:

LESSOR:

Township of Ypsilanti, a Michigan municipal corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Township of Ypsilanti, a Michigan municipal corporation

Print Name: _____

By: _____

Name: _____

Title: _____

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

Received
By _____

MAY 21 2012

Ypsilanti Township
CED Department

May 8, 2012

Township of Ypsilanti
7200 S Huron River Drive
Ypsilanti, MI 48197

Re: SBA Site ID#: MI40153-A-0 SBA Site Name: Ford Lake Park
Site Address: 9075 S. Huron River Drive, Ypsilanti, MI 48197

Dear Lessor:

As of April 2, 2012, Mobilitie Investments, LLC, the owner of the telecommunications tower located on your property ("Tenant"), has been acquired by an affiliate of SBA Communications Corporation and subsequently changed the name of the entity to SBA Monarch Towers I, LLC. Enclosed, please find all necessary documentation as proof of this transaction.

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Rhonda Kranick
Site Administration Specialist
Enclosures

Delaware

PAGE 1

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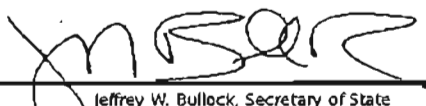
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WITH AND INTO "MOBILITIE INVESTMENTS, LLC" UNDER THE NAME OF
"SBA MONARCH TOWERS I, LLC", A LIMITED LIABILITY COMPANY
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE,
AS RECEIVED AND FILED IN THIS OFFICE THE SECOND DAY OF APRIL,
A.D. 2012, AT 11:52 O'CLOCK A.M.

3828789 8100M

120382628



You may verify this certificate online
at corp.delaware.gov/authvar.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9474411

DATE: 04-02-12

CERTIFICATE OF MERGER

OF

MPGJ-I, LLC

(a Delaware limited liability company)

WITH AND INTO

MOBILITIE INVESTMENTS, LLC

(a Delaware limited liability company)

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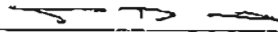
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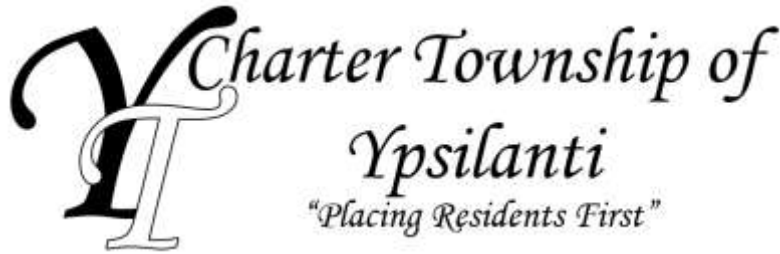
IN WITNESS WHEREOF, the Surviving Company has caused this Certificate of Merger to be executed as of the 2nd day of April, 2012.

MOBILITE INVESTMENTS, LLC

By: 
Name: Thomas P. Hunt
Title: Senior Vice President and General
Counsel

OTHER BUSINESS

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Residential Services

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0073
Fax: (734) 544-3501
www.ytown.org

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Jeff Allen, Residential Services Director

DATE: October 4, 2012

RE: Approval of PAT USA for the Community Center Roof Project

On October 4, I opened 2 quotes for the work on the Community Center Roof Project. As you may recall, the Board rejected my prior recommendation as there were only 2 bids received after advertising it publicly per our normal Purchasing Policy.

I contacted both Duke Roofing and Bloom Roofing and gave them specs along with inviting PAT USA to re-bid if they remained interested.

I am happy to recommend PAT USA as the low bidder in this round of bidding. Their base bid remained at \$35,575. They also included a price of \$30/board to replace additional decking boards and \$220/per 100 sq ft. of shingles for ones that are damaged in miscellaneous areas. We still do not anticipate the total dollar amount of the job to go over \$38,000.

Duke Roofing Company submitted a bid of \$45,842.

I would ask approval for PAT USA, Inc. to be authorized to do the Community Center Roof Project, not to exceed \$38,000, budgeted in line item #212.970.000.975.535.