

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

April 8, 2013

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

**Ypsilanti Township Civic Center
7200 S. Huron River Drive
Ypsilanti, MI 48197**

REVISED
WORK SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
MONDAY, APRIL 8, 2013

PLEASE NOTE START TIME

5:00 P.M.

CIVIC CENTER
BOARD ROOM
7200 S. HURON RIVER DRIVE

1. BASKETBALL HOOP ORDINANCE DISCUSSION – ATTORNEY ANGELA KING
2. DISCUSSION WITH TOM COLIS, YPSILANTI TOWNSHIP BONDING ATTORNEY ON THE FOLLOWING:
 - A. RESOLUTION NO. 2013-7, AUTHORIZING ISSUANCE OF 2013 GENERAL OBLIGATION LIMITED TAX REFUNDING OF CAPITAL IMPROVEMENTS BONDS, SERIES 2005A AND SERIES 2006
 - B. RESOLUTION NO. 2013-8, APPROVING REFUNDING CONTRACT OF YCUA WATER SUPPLY SYSTEM NO. 4 BONDS
 - C. CONTRACT BETWEEN YPSILANTI COMMUNITY UTILITIES AUTHORITY (YCUA) AND YPSILANTI TOWNSHIP AUTHORIZING REFUNDING OF YCUA WATER SUPPLY SYSTEM NO. 4 BONDS (CHARTER TOWNSHIP OF YPSILANTI)
3. REVIEW AGENDA
4. OTHER DISCUSSION
5. **EXECUTIVE SESSION**
 - A. DISCUSS NEGOTIATED SETTLEMENT WITH DEFENDANT DUETSCHKE BANK IN CASE NO. 12-629-CZ IN WASHTENAW COUNTY CIRCUIT COURT
 - B. UNITED STATES BANKRUPTCY COURT – CASE NO 12-42718-T-JT REGARDING DAVID JAMES KIRCHER

ORDINANCE NO. 2013-

An Ordinance to Amend Chapter 58
of the Ypsilanti Charter Township
Code of Ordinances

The Charter Township of Ypsilanti hereby ordains that Chapter 58 of the Ypsilanti Township Code of Ordinances is amended to add the following new provision:

I. Purpose and Scope

This ordinance is intended to promote the safety of motorists, pedestrians and basketball players who are in the public right of way and public sidewalks by prohibiting the placement of portable or permanent basketball hoops on public sidewalks and public right of ways. This ordinance is not intended to regulate the placement or use of basketball hoops on private property.

II. Definitions

For the purpose of this ordinance, the following terms mean:

- A) "Basketball hoop" means a backboard, hoop with or without a net, or supporting apparatus designed or intended to be used to play basketball.
- B) "Public right of way" means a paved or unpaved highway, street or road, including lawn extensions and the portion of a driveway on public property, maintained by the Washtenaw County Road Commission for the use by the public.
- C) "Public sidewalk" means a paved area between the curb lines or the lateral sides of the roadway and the adjacent property lines intended for the use of pedestrians.
- D) "Supporting apparatus" means a post, pole or similar object that is either:
 - 1) attached to a moveable support base and is designed or intended to support a basketball hoop with or without a net, or
 - 2) affixed to the ground and is designed or intended to support a basketball hoop with or without a net

III. Basketball hoops are prohibited in public right of ways and sidewalks.

No person shall erect in the public right of way or public sidewalk a basketball hoop.

IV. Violations Civil Infraction

A person guilty of violating Section 3 of this ordinance shall be responsible for a municipal civil infraction as provided in Chapter 40 of this Code.

V. Removal of basketball hoops in public right of ways and sidewalks.

A basketball hoop located on a public right of way or public sidewalk in violation of Section III, may be removed by the Township or a law enforcement officer.

Severability

Should any section, subdivision, 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 become effective upon publication in a newspaper of general circulation as required by law.

**RESOLUTION NO. 2013-7
AUTHORIZING ISSUANCE OF
2013 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS**

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, held on April 8, 2013, at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

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

WHEREAS, the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Issuer") has previously issued its General Obligation Limited Tax Capital Improvement Bonds, Series 2005A, dated February 17, 2005, in the original principal amount of \$475,000 (the "2005 Bonds") and its General Obligation Limited Tax Capital Improvement Bonds, Series 2006, dated August 30, 2006, in the original principal amount of \$3,200,000 (the "2006 Bonds," together with the 2005 Bonds, the "Prior Bonds"), portions of which are still outstanding; and

WHEREAS, in order to achieve savings on its debt service payments for such outstanding bonds, the Township Board tentatively determines that it is in the best interest of the Issuer to refund all or a portion of the 2005 Bonds maturing in the years 2014 to 2019, inclusive, and all or a portion of the 2006 Bonds maturing in the years 2015 to 2029, inclusive (the "Prior Bonds to be Refunded"); and

WHEREAS, in order to achieve savings on its debt service payments for the Prior Bonds to be Refunded, the Township Board tentatively determines that it is in the best interest of the Issuer to refund

all or a portion of the Prior Bonds to be Refunded;

WHEREAS, the Revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), permits the Issuer to refund and advance refund all or part of the outstanding securities of the Issuer; and

WHEREAS, the Issuer has been advised that it may achieve interest costs savings through the refunding of the Prior Bonds to be Refunded; and

WHEREAS, to finance the cost of refunding the Prior Bonds to be Refunded, the Township Board deems it necessary to borrow the principal sum of not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) and issue bonds therefor (the “Bonds”); and

WHEREAS, the Issuer has received a proposal from Hilliard Lyons (the “Underwriter”) to purchase the Bonds pursuant to a negotiated sale.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Refunding Bonds; Bond Terms. Bonds of the Issuer designated 2013 General Obligation Limited Tax Refunding Bonds (the “Bonds”) are authorized to be issued in the aggregate principal sum of not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) for the purpose of paying the costs of refunding the Prior Bonds to be Refunded, including the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration from 1 upwards. The Bonds will be dated as of the date of delivery and be payable on May 1 (or such other date as determined at the time of sale thereof) in the years 2014 to 2029, inclusive, in the annual amounts determined at the time of sale by either of the Supervisor, Clerk or Treasurer (each an “Authorized Officer”, and together the “Authorized Officers”).

The Bonds shall bear interest at a rate or rates to be determined at the time of sale thereof, but in

any event not to exceed three and one-half percent (3.50%) per annum, payable on November 1, 2013 (or such other date as determined at the time of sale thereof), and semiannually thereafter, by check or draft mailed by the Transfer Agent (as hereinafter defined) to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Issuer to conform to market practice in the future.

2. Execution of Bonds; Book-Entry-Only Form. The Bonds of this issue shall be executed in the name of the Issuer with the facsimile signatures of the Supervisor and Clerk of the Issuer and shall have the seal of the Issuer, or a facsimile thereof, printed or impressed on the Bonds. No Bond shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The principal of the Bonds shall be payable at a bank or trust company to be appointed by an Authorized Officer to act as registrar, transfer agent and paying agent for the Bonds (the "Transfer Agent").

The Bonds may be issued in book-entry-only form through the Depository Trust Company in New York, New York ("DTC") and any officer of the Issuer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the Bond form within the parameters of this resolution as may be required to accomplish the foregoing.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the Issuer. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder

requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. Limited Tax Pledge; Defeasance of Bonds. The Issuer hereby pledges its limited tax full faith and credit for the prompt payment of the principal and interest on the Bonds. The Issuer shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary levy taxes upon all taxable property in the Issuer subject to applicable constitutional and statutory tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year. The Township Treasurer is authorized and directed to open a separate fund with a bank or trust company designated by the Township Board to be known as the 2013 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature. Into said fund there shall be placed the accrued interest, if any, received at the time of delivery of the Bonds.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Bond Proceeds; Bond Issuance Fund; Escrow Fund; Escrow Agreement. The proceeds of

the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Prior Bonds to be Refunded as provided in this paragraph. Upon receipt of the proceeds of sale of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2013 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS ISSUANCE FUND (the "Issuance Fund"). Moneys in the Issuance Fund shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the Bonds.

The balance of the proceeds of the Bonds together with any moneys transferred by the Issuer at the time of sale of the Bonds from the debt retirement funds for the Prior Bonds to be Refunded and any other available funds of the Issuer, shall be held as cash or invested in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the "Escrow Fund") and used to pay principal, interest and redemption premiums, if any, on the Prior Bonds to be Refunded. The Escrow Fund shall be held by an escrow agent (the "Escrow Agent") pursuant to an escrow agreement (the "Escrow Agreement") which shall irrevocably direct the Escrow Agent to take all necessary steps to call for redemption any Prior Bonds to be Refunded specified by the Issuer upon sale of the Bonds, including publication and mailing of redemption notices, on any call date, as specified by the Issuer. The investment held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal, interest and redemption premiums, if any, on the Prior Bonds to be Refunded as they become due pursuant to maturity or the call for redemption required by this paragraph. Following establishment of the Escrow Fund, any amounts remaining in the debt retirement funds for the Prior Bonds to be Refunded shall be transferred to the Debt Retirement Fund for the Bonds. Any

Authorized Officer is authorized to select a Michigan bank or trust company to serve as Escrow Agent pursuant to the Escrow Agreement.

6. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF WASHTENAW

CHARTER TOWNSHIP OF YPSILANTI
2013 GENERAL OBLIGATION LIMITED TAX REFUNDING BOND

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	May 1, _____	_____, 2013	

Registered Owner:

Principal Amount: _____ Dollars

The Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Issuer"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on November 1, 2013 and semiannually thereafter. Principal of this bond is payable at the corporate trust office of _____, Michigan, or such other transfer agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the 15th day of the month preceding the interest payment date as shown on the registration books of the Issuer kept by the Transfer Agent by check or draft mailed by the Transfer Agent to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the Issuer are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of \$_____, issued pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended and pursuant to a resolution of the Township Board of the Issuer adopted April 8, 2013 for the purpose of refunding all or part of the Issuer's outstanding General Obligation Limited Tax Capital Improvement Bonds, Series 2005A and General Obligation Limited Tax Capital Improvement Bonds, Series 2006.

Bonds of this issue maturing in the years 20__ to 20__, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the year 20__ and thereafter shall be subject to redemption prior to maturity, at the option of the Issuer, in any order of maturity and by lot within any maturity, on any date on or after May 1, 20__, at par and accrued interest to the date fixed for redemption.

[Insert Term Bond Provisions, if applicable.]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the Issuer kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the Issuer, and the Issuer is required, if necessary, to levy ad valorem taxes on all taxable property in the Issuer for the payment thereof, subject to applicable constitutional and statutory tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the Issuer, including this bond and the series of bonds of which this is one, does not exceed any constitutional or statutory debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the Issuer, by its Township Board, has caused this bond to be signed in the name of the Issuer by the facsimile signatures of its Supervisor and Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CHARTER TOWNSHIP OF YPSILANTI
County of Washtenaw
State of Michigan

By: _____
Its: Supervisor

(SEAL)

By: _____
Its: Clerk

(Form of Transfer Agent's Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

Transfer Agent

By: _____

Authorized: _____

DATE OF REGISTRATION:

[Bond printer to insert form of assignment]

7. Tax Covenant. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Bonds from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the “Code”), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds.

8. Redemption of Bonds. The Bonds shall be subject to redemption prior to maturity at the times and prices and in the manner determined at the time of the sale thereof.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the Issuer. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

9. Continuing Disclosure Undertaking. The Issuer agrees to enter into an undertaking for the benefit of the holders and beneficial owners of the Bonds pursuant to Rule 15c2-12 of the U.S. Securities and Exchange Commission and the Finance Director is hereby authorized to execute such undertaking prior to delivery of the Bonds.

10. Negotiated Sale. The Township Board has considered the option of selling the Bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34, determines that a negotiated sale of the Bonds will result in the most efficient and expeditious means of selling the Bonds and will result in the lowest interest cost to the Issuer.

11. Bond Purchase Agreement; Award. The Authorized Officers are each individually authorized to negotiate the sale of the Bonds with the Underwriter, negotiate and execute a bond purchase agreement with the Underwriter, execute a Sale Order specifying the final terms of the Bonds and take all other necessary actions required to effectuate the sale, issuance and delivery of the Bonds within the parameters authorized in this resolution, *provided that* the true interest rate on the Bonds shall not exceed 3.5% per annum, the present value savings on the Prior Bonds to be Refunded shall be at least 5%, and *provided further that* the Underwriter's discount shall not exceed 1.25% of the principal amount of the Bonds.

12. Adjustment of Bond Terms. The Authorized Officers are each authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, the portion or portions of the Prior Bonds to be Refunded, and other matters, within the parameters established by this Resolution, pursuant to a Bond Purchase Agreement with the Underwriter. The Authorized Officers are each authorized to do all other acts and take all other necessary procedures required to effectuate the sale, issuance, and delivery of the Bonds.

13. Authorization of other Actions. The Authorized Officers are each hereby authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with

respect to the Bonds; to procure a policy of municipal bond insurance with respect to the Bonds or cause the qualification of the Bonds therefor if, upon the advice of the financial advisor to the Issuer, the acquisition of such insurance would be of economic benefit to the Issuer; to obtain ratings on the Bonds; and to take all other actions necessary or advisable, and make such other filings with the Michigan Department of Treasury or with other parties, to enable the sale and delivery of the Bonds as contemplated herein.

14. Appointment of Bond Counsel and Financial Advisor. The Township Board hereby confirms the appointment of Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel and Stauder Barch & Associates, Inc., to act as financial advisor with respect to the Bonds.

15. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on April 8, 2013, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

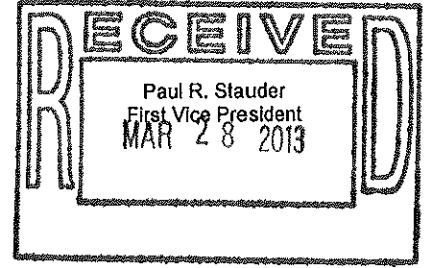
Clerk

Stauder, Barch & Associates, Inc.

PUBLIC FINANCIAL CONSULTANTS
Since 1968

Richard W. Barch
President

March 25, 2013



Mr. Thomas D. Colis
Miller, Canfield, Paddock and Stone
150 West Jefferson, Suite 2500
Detroit, Michigan 48226

Re: Not to Exceed \$3,500,000 Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, 2013 Capital Improvement Refunding Bonds (LTGO)

Dear Tom:

Please draft a bond resolution for the bonds for the Board's consideration. Pending market conditions, this issue will current refund the 2005A and 2006 bonds. The bond parameters are as follows:

Bonds to be Refunded: Capital Improvement Bonds, Series 2005A

Callable maturities are April 1, 2014-2019

Original Issue Date – February 17, 2005

Bonds to be Refunded: General Obligation Limited Tax Capital Improvement Bonds, Series 2006

Callable maturities are May 1, 2015-2029

Original Issue Date – August 30, 2006

New Bonds:

Provide for serial and term bonds.

The Bonds shall be made callable, at the option of the Issuer on any date on or after the initial call date at par and accrued interest; no premium.

The bonds will be Bank Qualified.

Maturities May 1 annually

Dated Date and maturity amounts are to be determined upon sale.

Other:

Authorize Security Report filing.

Bond insurance may be purchased for the bonds by the Township or underwriter.

Name Hilliard Lyons as the senior managing underwriter.

Delegation parameters: Underwriter's Spread Not to exceed \$12.50 per thousand (1.25%)

TIC shall not exceed 3.5%

Savings not less than 5% PV.

We would appreciate receiving a copy of the bond resolution, continuing disclosure undertaking and legal opinion when they become available. Please let me know if anything further is needed at this time.

Sincerely,

A handwritten signature in cursive script that reads "Paul R. Stauder".

Paul R. Stauder
First Vice President

PRS
Enclosures

Cc: Brenda Stumbo, Township Supervisor
Larry Doe, Township Treasurer
Karen Lovejoy Roe, Township Clerk
Jack Brusewitz, Hilliard Lyons
Robert Naughton / Kristine Griffiths / Ray Slomba / Monica Vincent, SB&A

\$3,325,000
CHARTER TOWNSHIP OF YPSILANTI
COUNTY OF WASHTENAW, STATE OF MICHIGAN
2013 CAPITAL IMPROVEMENT REFUNDING BONDS
(GENERAL OBLIGATION LIMITED TAX)

Estimated Sources & Uses of Funds

<u>Sources of Funds</u>	<u>Refunding 2006</u>	<u>Refunding 2005</u>	<u>Refunding Par</u>
Par Amount of Bonds	\$3,055,000.00	\$270,000.00	\$3,325,000.00
Production	0.00	0.00	0.00
Accrued Interest	0.00	0.00	0.00
Other	0.00	0.00	0.00
Contribution from Debt Funds	0.00	0.00	0.00
Total Sources	<u>\$3,055,000.00</u>	<u>\$270,000.00</u>	<u>\$3,325,000.00</u>
<u>Uses of Funds</u>			
Deposit to Escrow Account	\$2,986,489.17	\$261,647.50	\$3,248,136.67
Deposit to Debt Fund	0.00	0.00	0.00
Underwriter's Discount @ 0.750% Estimate	22,912.50	2,025.00	24,937.50
Bond Insurance 0.000% Estimate	0.00	0.00	0.00
Costs of Issuance Estimate	46,235.01	4,086.24	50,321.25
Excess Contingency	(636.68)	2,241.26	1,604.58
Total Uses	<u>\$3,055,000.00</u>	<u>\$270,000.00</u>	<u>\$3,325,000.00</u>
	<u>\$46,235.01</u>	<u>\$4,086.24</u>	<u>\$50,321.25</u>

Stauder, Barch & Associates, Inc.
Municipal Bond Financial and Marketing Consultants
3989 Research Park Drive
Ann Arbor, Michigan 48108
Phone: (734) 668-6688 Fax: (734) 668-6723 E-Mail: info@stauderbarch.com

RJN/AWW

\$3,055,000
CHARTER TOWNSHIP OF YPSILANTI
COUNTY OF WASHTENAW, STATE OF MICHIGAN
2013 CAPITAL IMPROVEMENT REFUNDING BONDS
(GENERAL OBLIGATION LIMITED TAX)
SAVINGS ANALYSIS REFUNDING 2006 ISSUE

PRESENT VALUE ANALYSIS		Rate =	2.44%
Present Value of Refunded Bonds =		\$3,432,410.07	
Less Present Value of Refunding Bonds =		(3,065,679.98)	
Gross Present Value Savings =		\$366,730.09	
Plus Accrued Interest =		0.00	
Less Initial Transfer Amount =		0.00	
Excess Contingency =		0.00	
Net Present Value Savings =		<u>\$366,730.09</u>	
Percent of Current Issue:		12.00%	
Percent of Previous Issue:		12.41%	

2013 CAPITAL IMPROVEMENT REFUNDING BONDS						
Dated Date: 5/2/13		Average Coupon: 2.51134%		Net Interest Cost: 2.55617%		
Delivery Date: 5/2/13		True Interest Cost: 2.57931%		Arbitrage Yield: 2.44241%		
Bond Years: 28,101.51		Effective Interest Cost: 2.77118%		Average Life: 9.20		
Fiscal Year	Tax Year	Principal Due	Interest Rate	Interest Due	Total P&I	
Year	12-31,	May 1		May 1	Nov 1	
2012	2013	\$0	0.000%	\$0	\$32,428	
2013	2014	135,000	0.700%	32,609	199,745.5	
2014	2015	150,000	0.810%	32,137	213,665.5	
2015	2016	155,000	0.960%	31,529	217,314.0	
2016	2017	165,000	1.130%	30,785	225,637.8	
2017	2018	170,000	1.370%	29,853	228,541.0	
2018	2019	180,000	1.610%	28,688	235,927.5	
2019	2020	185,000	1.840%	27,239	237,776.5	
2020	2021	195,000	2.060%	25,537	244,066.0	
2021	2022	195,000	2.260%	23,529	239,854.0	
2022	2023	200,000	2.450%	21,325	240,200.5	
2023	2024	205,000	2.570%	18,875	240,116.3	
2024	2025	210,000	2.690%	16,241	239,657.5	
2025	2026	215,000	2.810%	13,417	238,812.3	
2026	2027	225,000	2.910%	10,396	242,517.8	
2027	2028	230,000	3.000%	7,122	240,794.0	
2028	2029	240,000	3.060%	3,672	243,672.0	
2029	2030	0	3.120%	0	0.0	
		\$3,055,000		\$352,954	\$352,772	\$3,760,726

BONDS TO BE REFUNDED						
GENERAL OBLIGATION LIMITED TAX CAPITAL IMPROVEMENT BONDS, SERIES 2006						
Dated Date: 8/30/06		Net Interest Cost: 4.37830%		True Interest Cost: 4.36927%		
Bond Years: 28,530.00		Average Life: 9.65				
Fiscal Year	Tax Year	Principal Due	Interest Rate	Interest Due	Total P&I	
Year	12-31,	May 1		May 1	Nov 1	
2012	2013	\$0	3.750%	\$0	\$63,416	
2013	2014	105,000	3.750%	63,416	61,448	
2014	2015	120,000	3.750%	61,448	59,198	
2015	2016	130,000	4.000%	59,198	56,598	
2016	2017	140,000	4.100%	56,598	53,728	
2017	2018	150,000	4.200%	53,728	50,578	
2018	2019	160,000	4.250%	50,578	47,178	
2019	2020	170,000	4.250%	47,178	43,565	
2020	2021	180,000	4.250%	43,565	39,740	
2021	2022	190,000	4.300%	39,740	35,655	
2022	2023	200,000	4.350%	35,655	31,305	
2023	2024	210,000	4.375%	31,305	26,711	
2024	2025	220,000	4.400%	26,711	21,871	
2025	2026	235,000	4.400%	21,871	16,701	
2026	2027	245,000	4.450%	16,701	11,250	
2027	2028	250,000	4.500%	11,250	5,625	
2028	2029	250,000	4.500%	5,625	0	
2029	2030	0	0.000%	0	0	
		\$2,955,000		\$624,565	\$624,565	\$4,204,130

Annual Savings	Present Value of Annual Savings @ 2.44%	* Cumulative Savings
\$30,988	\$30,617	\$30,988
30,118	29,053	61,107
26,980	25,385	88,086
28,481	26,193	116,567
24,687	22,143	141,254
25,764	22,587	167,018
21,828	18,662	188,846
22,966	19,195	211,812
19,239	15,683	231,051
25,541	20,391	256,592
26,760	20,875	283,351
27,900	21,266	311,251
28,925	21,540	340,176
34,760	25,299	374,937
30,434	21,631	405,370
26,081	18,106	431,451
11,953	8,106	443,404
0	0	443,404
\$443,404	\$366,730	

* Cumulative Savings Includes the Initial Transfer Amount: \$0.00
 * Cumulative Savings Includes Excess Proceeds: \$0.00
 * Cumulative Savings Includes Accrued Interest: \$0.00

Plus Accrued Interest, Less Issuer Contribution: 0 0
 Plus Excess Proceeds: 0 0
\$443,404 \$366,730 RJN/AWW

\$3,325,000
CHARTER TOWNSHIP OF YPSILANTI
COUNTY OF WASHTENAW, STATE OF MICHIGAN
2013 CAPITAL IMPROVEMENT REFUNDING BONDS
(GENERAL OBLIGATION LIMITED TAX)
SAVINGS ANALYSIS REFUNDING 2006 & 2005 ISSUES COMBINED

PRESENT VALUE ANALYSIS	Rate =	2.44%
Present Value of Refunded Bonds =		\$3,705,069.77
Less Present Value of Refunding Bonds =		(3,325,000.65)
Gross Present Value Savings =		380,069.12
Plus Accrued Interest =		0.00
Less Initial Transfer Amount =		0.00
Net Present Value Savings =		<u>\$380,069.12</u>
Percent of Current Issue:		11.43%
Percent of Previous Issue:		11.82%

2013 CAPITAL IMPROVEMENT REFUNDING BONDS						
		Average Coupon:		2.47031%		
Dated Date: 5/2/13		Net Interest Cost:		1.54445%		
Delivery Date: 5/2/13		True Interest Cost:		2.54037%		
Bond Years: 29,045.76		Arbitrage Yield:		2.44241%		
Average Life: 8.74		Effective Interest Cost:		2.72074%		
Tax Year	Fiscal Year	Principal Due May 1	Interest Rate	Interest Due May 1	Interest Due Nov 1	Total P&I
2012	2013	\$0	0.000%	\$0	\$33,900	\$33,900
2013	2014	180,000	0.700%	34,090	33,460	247,549.0
2014	2015	195,000	0.810%	33,460	32,670	261,129.3
2015	2016	200,000	0.960%	32,670	31,710	264,379.5
2016	2017	210,000	1.130%	31,710	30,523	272,233.0
2017	2018	215,000	1.370%	30,523	29,051	274,573.8
2018	2019	225,000	1.610%	29,051	27,239	281,289.8
2019	2020	185,000	1.840%	27,239	25,537	237,776.5
2020	2021	195,000	2.060%	25,537	23,529	244,066.0
2021	2022	195,000	2.260%	23,529	21,325	239,854.0
2022	2023	200,000	2.450%	21,325	18,875	240,200.5
2023	2024	205,000	2.570%	18,875	16,241	240,116.3
2024	2025	210,000	2.690%	16,241	13,417	239,657.5
2025	2026	215,000	2.810%	13,417	10,396	238,812.3
2026	2027	225,000	2.910%	10,396	7,122	242,517.8
2027	2028	230,000	3.000%	7,122	3,672	240,794.0
2028	2029	240,000	3.060%	3,672	0	243,672.0
2029	2030	0	3.120%	0	0	0.0
		\$3,325,000		\$358,855	\$358,666	\$4,042,521

BONDS TO BE REFUNDED					Dated Date:	
GENERAL OBLIGATION LIMITED TAX CAPITAL IMPROVEMENT					8/30/06	
CAPITAL IMPROVEMENT BONDS, SERIES 2005A					02/17/05	
Bond Years: 29,475.00		Net Interest Cost: 4.36182%				
Average Life: 9.17		True Interest Cost: 4.34889%				
Tax Year	Fiscal Year	Principal Due May 1	Interest Rate	Interest Due May 1	Interest Due Nov 1	Total P&I
2012	2013	\$0	Various	\$0	\$68,359	\$68,359
2013	2014	145,000	Various	68,359	65,670	279,029
2014	2015	160,000	Various	65,670	62,680	288,350
2015	2016	170,000	Various	62,680	59,330	292,010
2016	2017	185,000	Various	59,330	55,605	299,935
2017	2018	195,000	Various	55,605	51,578	302,183
2018	2019	210,000	Various	51,578	47,178	308,755
2019	2020	170,000	4.250%	47,178	43,565	260,743
2020	2021	180,000	4.250%	43,565	39,740	263,305
2021	2022	190,000	4.300%	39,740	35,655	265,395
2022	2023	200,000	4.350%	35,655	31,305	266,960
2023	2024	210,000	4.375%	31,305	26,711	268,016
2024	2025	220,000	4.400%	26,711	21,871	268,583
2025	2026	235,000	4.400%	21,871	16,701	273,573
2026	2027	245,000	4.450%	16,701	11,250	272,951
2027	2028	250,000	4.500%	11,250	5,625	266,875
2028	2029	250,000	4.500%	5,625	0	255,625
2029	2030	0	0.000%	0	0	0
		\$3,215,000		\$642,823	\$642,823	\$4,500,645

Present Value of Annual Savings	Annual Savings	Present Value of Annual Savings @ 2.44%	* Cumulative Savings
\$34,459	\$34,459	\$34,045	\$34,459
31,480	30,347	27,221	65,938
27,221	25,588	27,631	93,159
27,631	25,382	27,702	120,790
27,702	24,866	27,609	148,492
27,609	24,214	27,465	176,100
27,465	23,536	22,966	203,566
22,966	19,195	19,239	226,532
19,239	15,683	25,541	245,771
25,541	20,391	26,760	271,312
26,760	20,875	27,900	298,071
27,900	21,266	28,925	325,971
28,925	21,540	34,760	354,896
34,760	25,299	30,434	389,656
30,434	21,631	26,081	420,090
26,081	18,106	11,953	446,171
11,953	8,106	0	458,124
0	0	0	458,124
\$458,124	\$380,069	0	
0	0	458,124	380,069

* Cumulative Savings Includes the Initial Transfer Amount: \$0.00
 * Cumulative Savings Includes Accrued Interest: \$0.00

Plus Accrued Interest, Less Issuer Contribution:

RESOLUTION 2013-8
APPROVING REFUNDING CONTRACT

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Local Unit"), held on the 8th day of April, 2013, at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

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

WHEREAS, it is deemed necessary to refund certain maturities of the Ypsilanti Community Utilities Authority's ("YCUA") Water Supply System No. 4 Bonds (Charter Township of Ypsilanti) so as to produce interest savings to the Local Unit; and

WHEREAS, a Refunding Contract has been prepared between the Local Unit and the Authority to provide for the refunding of certain of said Bonds; and

WHEREAS, this Governing Body has carefully reviewed the proposed Refunding Contract and finds that it provides the best means for accomplishing the necessary savings to the Local Unit.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Refunding Contract, described in the preamble to this resolution, is approved, and the Supervisor and the Township Clerk of the Local Unit are directed to execute and deliver the Contract on behalf of the Local Unit.

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

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on April 8, 2013, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Township Clerk

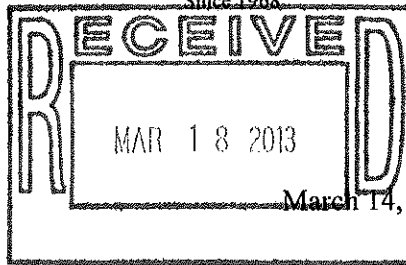
Stauder, Barch & Associates, Inc.

PUBLIC FINANCIAL CONSULTANTS

Since 1968

Richard W. Barch
President

Paul R. Stauder
First Vice President



Mr. Thomas D. Colis
Miller, Canfield, Paddock and Stone
150 West Jefferson, Suite 2500
Detroit, Michigan 48226

Re: Not to Exceed \$4,800,000 Ypsilanti Community Utilities Authority, County of Washtenaw, State of Michigan, Water Supply System No. 4 and Refunding Bonds, Series 2013B (Charter Township of Ypsilanti)

Dear Tom:

Please draft a bond resolution for the bonds for the Board's consideration. This will provide funds for water improvement projects and pending market conditions, advance refund the 2003 bonds. We may adjust the bond amount and maturities prior to having the notice of sale published.

The bond parameters are as follows:

Bonds to be Refunded:	<u>Water Supply System No. 4 Bonds</u> Callable maturities are October 1, 2014-2023 Original Issue Date – July 1, 2003
Date of Issue:	Date of Delivery
Principal Due:	April 1 annually
Maturities:	2014 through 2033 (See Attached)
Maturity Adjustment:	The aggregate principal amount of this issue is believed to be the amount necessary to provide adequate funds to finance projects, refund the Prior bonds and to pay transactional costs. The Issuer reserves the right to increase or decrease the aggregate principal amount of the Bonds by not more than \$150,000 after receipt of the bids and prior to final award. Such adjustment if necessary, will be made in increments of \$5,000, will not exceed \$20,000 per maturity and may be made in any maturity.
Adjustment to Purchase Price:	The purchase price of the bonds will be adjusted proportionately to the adjustment in principal amount of the bonds and in such manner as to maintain as comparable an underwriter spread as possible to that bid.
Term Bonds:	The initial purchaser of the bonds may designate any one or more maturities as term bonds and the consecutive maturities which shall be aggregated in the term bonds. A term bond may consist of bonds subject to optional redemption or bonds not subject to optional redemption but may not consist of both types of bonds. Any such designation must be made within 24 hours of the sale.
Optional Redemption:	Bonds maturing through 4-1-23 shall be non-callable. Bonds due thereafter shall be made callable, at the option of the Issuer on any date on or after 4-1-23 at par and accrued interest; no premium.

File

Stauder, Barch & Associates, Inc.

PUBLIC FINANCIAL CONSULTANTS

Since 1968

Richard W. Barch
President

Paul R. Stauder
First Vice President

Mr. Thomas Colis
March 14, 2013
Page 2

Mandatory Redemption: The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on the dates and in the amounts set forth in the maturity schedule at par, plus accrued interest to the date of mandatory redemption.

First Coupon: 10-1-2013

Capitalized Interest: None.

Maximum Rate: 5%

Maximum Spread: 3%

Multiples: 1/8 or 1/20 of 1% or both

Restriction: Interest Rates Shall Not Be In Descending Order.

Purchase Price: Not less than 99% or more than 102% of the par value.

Form of Bonds: Non-Certificated; Book Entry Only

Basis of Award: Lowest True Interest Cost.

Bond Insurance: Not at issuer's expense.

Good Faith Deposit: Require a 2% good faith deposit to be made by noon following the day of sale.

Tax Designation: To be designated as Qualified Tax Exempt Obligations

Bid Acceptance: At the Authority offices or the Municipal Advisory Council.
Bids may also be submitted via Parity or by Fax at either location.

Official Statements: The Financial Consultant will provide a reasonable number of Final Official Statements to the managing underwriter at no cost.

Notice of Sale: Publish in The Bond Buyer

We would appreciate receiving a copy of the bond resolution, continuing disclosure undertaking and legal opinion when they become available. Please let me know if anything further is needed at this time.

Sincerely,



Paul R. Stauder
First Vice President

PRS
Enclosures

Cc: Jeff Castro, YCUA Director
Scott Westover YCUA Engineer
Dwayne Harrigan, YCUA Finance Director
Brenda Stumbo, Township Supervisor
Larry Doe, Township Treasurer
← Karen Lovejoy Roe, Township Clerk
Robert Naughton / Kristine Griffiths / Ray Slomba / Monica Vincent, SB&A

\$4,710,000
YPSILANTI COMMUNITY UTILITIES AUTHORITY
COUNTY OF WASHTENAW, STATE OF MICHIGAN
WATER SUPPLY SYSTEM AND REFUNDING BONDS, SERIES 2013B
(GENERAL OBLIGATION LIMITED TAX)

Estimated Sources & Uses of Funds

	<u>Refunding 2003</u>	<u>New Money</u>	<u>Total</u>
Sources of Funds			
Par Amount of Bonds	\$1,220,000.00	\$3,490,000.00	\$4,710,000.00
Production	22,940.80	27,042.05	49,982.85
Accrued Interest	0.00	0.00	0.00
Water Fund Reserves	0.00	770,754.83	770,754.83
Contribution from Debt Fund	0.00	0.00	0.00
Total Sources	<u>\$1,242,940.80</u>	<u>\$4,287,796.88</u>	<u>\$5,530,737.68</u>
Uses of Funds			
Deposit to Escrow Account/Construction Account	\$1,212,966.00	\$4,215,413.00	\$5,428,379.00
Deposit to Debt Fund Excess Premium	0.00	1,120.58	1,120.58
Underwriter's Discount @ 0.743%	9,061.38	25,921.47	34,982.85
Bond Insurance 0.000%	0.00	0.00	0.00
Costs of Issuance	17,500.15	45,341.83	62,841.98
Miscellaneous	3,413.27	0.00	3,413.27
Total Uses	<u>\$1,242,940.80</u>	<u>\$4,287,796.88</u>	<u>\$5,530,737.68</u>
Costs of Issuance Detail			
Bond Attorney Miller, Canfield, Paddock & Stone, PLC	\$7,252.65	\$20,747.35	\$28,000.00
Financial Consultant Stauder, Barch & Assoc.	4,105.51	11,744.46	15,849.98
Credit Rating Company	2,305.31	6,594.69	8,900.00
Notice of Sale Publication	414.44	1,185.56	1,600.00
Escrow Agent	400.00	0.00	400.00
Auditor Review	0.00	0.00	0.00
Security Report Filing Dept. of Treasury	244.00	698.00	942.00
Verification Agent	1,250.00	0.00	1,250.00
Official Statement	1,424.63	4,075.37	5,500.00
Municipal Advisory Council Fee	103.61	296.39	400.00
Total Costs of Issuance	<u>\$17,500.15</u>	<u>\$45,341.83</u>	<u>\$62,841.98</u>

Stauder, Barch & Associates, Inc.
Municipal Bond Financial and Marketing Consultants
3989 Research Park Drive
Ann Arbor, Michigan 48108
Phone: (734) 668-6688 Fax: (734) 668-6723 E-Mail: info@stauderbarch.com

RJN

Cash Flow After New Money and Refunding

S&P rating: LTGO AA

\$4,710,000

**YPSILANTI COMMUNITY UTILITIES AUTHORITY
COUNTY OF WASHTENAW, STATE OF MICHIGAN
WATER SUPPLY SYSTEM AND REFUNDING BONDS, SERIES 2013B
(LTGO OF YPSILANTI TOWNSHIP)**

SCHEDULE OF ESTIMATED DEBT SERVICE AND COVERAGE

F/Y End 9-30,	Net Revenue For Debt	Outstanding Water Bond Debt Service	Year of Maturity	4,710,000		Interest		Interest Due Oct-1	Total	Total Water Debt	Annual Excess or (Shortfall)
				Principal Due Apr-1	Interest Rate	Due Apr-1	Due Oct-1				
2012	2,089,389	1,216,212	2012	0	0.000%	0	0	0	0	1,216,212	873,176
2013	2,089,389	1,215,975	2013	0	0.000%	0	55,701	55,701	55,701	1,271,676	817,713
2014	2,089,389	1,205,890	2014	180,000	2.150%	58,291	56,356	294,648	294,648	1,500,537	588,851
2015	2,089,389	1,203,871	2015	185,000	2.150%	56,356	54,368	295,724	295,724	1,499,595	589,794
2016	2,089,389	1,152,827	2016	240,000	2.150%	54,368	51,788	346,155	346,155	1,498,982	590,407
2017	2,089,389	1,048,295	2017	275,000	2.150%	51,788	48,831	375,619	375,619	1,423,913	665,475
2018	2,089,389	1,048,513	2018	280,000	2.150%	48,831	45,821	374,653	374,653	1,423,166	666,223
2019	2,089,389	1,052,620	2019	290,000	2.150%	45,821	42,704	378,525	378,525	1,431,145	658,244
2020	2,089,389	1,005,138	2020	290,000	2.150%	42,704	39,586	372,290	372,290	1,377,428	711,960
2021	2,089,389	998,332	2021	300,000	2.150%	39,586	36,361	375,948	375,948	1,374,280	715,109
2022	2,089,389	995,826	2022	305,000	2.150%	36,361	33,083	374,444	374,444	1,370,270	719,119
2023	2,089,389	994,964	2023	315,000	2.300%	33,083	29,460	377,543	377,543	1,372,507	716,882
2024	2,089,389	812,809	2024	180,000	2.400%	29,460	27,300	236,760	236,760	1,049,569	1,039,820
2025	2,089,389	787,280	2025	185,000	2.500%	27,300	24,988	237,288	237,288	1,024,568	1,064,821
2026	2,089,389	776,684	2026	190,000	2.600%	24,988	22,518	237,505	237,505	1,014,189	1,075,200
2027	2,089,389	775,723	2027	195,000	2.700%	22,518	19,885	237,403	237,403	1,013,125	1,076,264
2028	2,089,389	560,560	2028	200,000	2.800%	19,885	17,085	236,970	236,970	797,530	1,291,859
2029	2,089,389	479,198	2029	205,000	2.900%	17,085	14,113	236,198	236,198	715,395	1,373,994
2030	2,089,389	444,710	2030	215,000	3.000%	14,113	10,888	240,000	240,000	684,710	1,404,679
2031	2,089,389	323,180	2031	220,000	3.100%	10,888	7,478	238,365	238,365	561,545	1,527,844
2032	2,089,389	319,290	2032	225,000	3.200%	7,478	3,878	236,355	236,355	555,645	1,533,744
2033	2,089,389	314,900	2033	235,000	3.300%	3,878	0	238,878	238,878	553,778	1,535,611
2034	2,089,389	0	2034	0	0.000%	0	0	0	0	0	2,089,389
	<u>48,055,944</u>	<u>18,732,799</u>		<u>4,710,000</u>		<u>644,779</u>	<u>642,188</u>	<u>5,996,967</u>	<u>5,996,967</u>	<u>24,729,765</u>	

Stauder, Barch & Associates, Inc.
Municipal Bond Financial and Marketing Consultants
3989 Research Park Drive
Ann Arbor, Michigan 48108
Phone: (734) 668-6688 Fax (734) 668-6723

03/14/13
PRS

Refunding Portion Only

\$1,220,000
YPSILANTI COMMUNITY UTILITIES AUTHORITY
COUNTY OF WASHTENAW, STATE OF MICHIGAN
WATER SUPPLY SYSTEM AND REFUNDING BONDS, SERIES 2013B

SAVINGS ANALYSIS - SERIES 2003

PRESENT VALUE ANALYSIS Rate = 2.53%

Present Value of Refunded Bonds =	\$1,298,208
Less Present Value of Refunding Bonds =	(1,197,542)
Gross Present Value Savings =	\$100,666
Plus Excess Proceeds =	0
Less Initial Transfer Amount =	0
Net Present Value Savings =	<u>\$100,666</u>
% of Current Issue:	8.25%
% of Previous Issue:	8.46%

Fiscal Year	WATER SUPPLY SYSTEM AND REFUNDING BONDS, SERIES 2013B						BONDS TO BE REFUNDED OR COVERED BY ESCROW					Present Value of Annual Savings @ 2.5338%			* Net Actual Cumulative Savings	
	Tax Year	Principal Due	Interest Rate	Interest Due	Interest Due	Total P&I	Water Supply System No. 4 Bonds	Interest Due Prior	Interest Due	Interest Rate	Principal Due	Total P&I	Annual Savings	Annual Savings		Annual Savings
2011 2012		\$0.00	0.000%	\$0.00	\$0.00	\$0.00	Dated: 07/01/03	\$0	\$0	3.375%	\$0	\$0	\$0	\$0	\$0	\$0
2012 2013		0.00	0.000%	0.00	12,632.44	12,632.44	Bond Years: 7,605.00	0	23,605	3.375%	0	23,605	10,973	10,841	10,973	
2013 2014		105,000.00	2.150%	13,220.00	12,091.25	130,311.25	Average Life: 6.391	23,605	23,605	3.375%	95,000	142,210	11,899	10,309	22,871	
2014 2015		110,000.00	2.150%	12,091.25	10,908.75	133,000.00		22,002	22,002	3.500%	100,000	144,004	11,004	9,147	33,875	
2015 2016		115,000.00	2.150%	10,908.75	9,672.50	135,581.25		20,252	20,252	3.700%	105,000	145,504	9,923	7,864	43,798	
2016 2017		120,000.00	2.150%	9,672.50	8,382.50	138,055.00		18,309	18,309	3.800%	110,000	146,619	8,564	6,390	52,361	
2017 2018		120,000.00	2.150%	8,382.50	7,092.50	135,475.00		16,219	16,219	3.900%	115,000	147,439	11,964	9,184	64,325	
2018 2019		125,000.00	2.150%	7,092.50	5,748.75	137,841.25		13,977	13,977	4.000%	120,000	147,954	10,113	7,319	74,438	
2019 2020		125,000.00	2.150%	5,748.75	4,405.00	135,153.75		11,577	11,577	4.125%	125,000	148,154	13,000	9,518	87,438	
2020 2021		130,000.00	2.150%	4,405.00	3,007.50	137,412.50		8,999	8,999	4.200%	135,000	152,998	15,585	11,306	103,023	
2021 2022		130,000.00	2.150%	3,007.50	1,610.00	134,617.50		6,164	6,164	4.300%	140,000	152,328	17,710	12,684	120,733	
2022 2023		140,000.00	2.300%	1,610.00	0.00	141,610.00		3,154	3,154	4.350%	145,000	151,308	9,698	6,101	130,430	
2023 2024		0.00	2.400%	0.00	0.00	0.00		0	0	0.000%	0	0	0	0	130,430	
		\$1,220,000.00		\$76,138.75	\$75,551.19	\$1,371,689.94		\$144,258	\$167,863		\$1,190,000	\$1,502,120	\$130,430	\$100,666		

* Cumulative Savings Includes the Initial Transfer Amount: \$0.00
 * Cumulative Savings Includes Excess Proceeds: \$0.00

Less Issuer Contribution, Plus Excess Proceeds:

Annual Savings	Present Value of Annual Savings @ 2.5338%	* Net Actual Cumulative Savings
\$0	\$0	\$0
10,973	10,841	10,973
11,899	10,309	22,871
11,004	9,147	33,875
9,923	7,864	43,798
8,564	6,390	52,361
11,964	9,184	64,325
10,113	7,319	74,438
13,000	9,518	87,438
15,585	11,306	103,023
17,710	12,684	120,733
9,698	6,101	130,430
0	0	130,430
\$130,430	\$100,666	
0	0	RJN
\$130,430	\$100,666	

REFUNDING CONTRACT

THIS REFUNDING CONTRACT, made and entered into this 8th day of April, 2013, by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY (the “Authority”), a public corporation organized and existing under the authority of Act 233, Public Acts of Michigan, 1955, as amended (the “Act”), under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, (“Act 34”) and the Act (collectively the “Acts”), and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan (the “Township”).

WITNESSETH:

WHEREAS, the Authority has been incorporated under and in pursuance of the provisions of the Act for the purposes set forth in the Act and the Authority’s Articles of Incorporation; and

WHEREAS, the Township and the Authority have entered into a Contract, dated as of February 1, 2003, wherein the Authority agreed to acquire and construct water main improvements for the Township (the “2003 Contract”); and

WHEREAS, an issue of bonds has been issued pursuant to the 2003 Contract, denominated Water Supply System No. 4 Bonds (Charter Township of Ypsilanti) (the “2003 Bonds”); and

WHEREAS, the Township and the Authority have determined that it is in the best interest of the Township and the Authority to refund all or part of the 2003 Bonds maturing in the years 2014 to 2023, inclusive; and

WHEREAS, it is the determination and judgment of the Authority and the Township that

the Bonds should be refunded to secure for the Township the interest savings anticipated and thereby permit the operation of the financed facilities in a more economical fashion for the benefit of the taxpayers of the Township and users of the Township's Water Supply System; and

WHEREAS, the execution of this contract (the "Refunding Contract") is necessary in order to implement a refunding program;

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The Authority and the Township hereby approve and confirm the refunding of all or part of the 2003 Bonds maturing in the years 2014 through 2023 under the provisions of the Act in the manner provided by and pursuant to this Refunding Contract.

2. The Authority will issue a series of refunding bonds (the "Refunding Bonds") in the total principal amount of not to exceed \$1,310,000 in order to pay all or part of the costs of refunding the Bonds as described in Section 1. All costs of retiring the Bonds and of issuing the Refunding Bonds, including payment of the principal of and interest on the Bonds, underwriting discount, bond and other printing, administrative, rating fees, legal and financial advisory fees and expenses, printing of official statements, bond insurance, trustee and paying agent/registrar fees and all related expenses shall be paid from the proceeds of sale of the Refunding Bonds or from cash amounts to be made available to pay such costs.

3. To carry out and accomplish the refunding in accordance with the provisions of Michigan law, the Authority shall or has taken take the following steps:

(a) The Authority will adopt a resolution providing for the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$1,310,000 (the

“Refunding Bond Resolution”), such Resolution substantially in the form attached hereto and based upon the financial analysis provided by Stauder, Barch & Associates, Inc. of the financial benefits of the refunding. The Refunding Bonds shall mature serially or by subject to mandatory sinking fund redemption, or a combination of both, as authorized by law, and will be issued in anticipation of the debt service installment payments required to be made by the Township as provided in the Contract and as hereinafter provided in this Refunding Contract and will be secured primarily by the contractual obligations of the Township to pay said installments when due, including interest. After due adoption of the Refunding Bond Resolution, the Authority will take all legal procedures and steps necessary to effectuate the sale and delivery of the Refunding Bonds.

(b) The Authority, upon receipt of proceeds of sale of the Refunding Bonds, will comply with all provisions and requirements of law, the Refunding Bond Resolution and this Refunding Contract relative to the disposition and use of the proceeds of sale thereof.

(c) The Authority shall not make any investments or take any other actions which would cause the Refunding Bonds herein authorized to be constituted as arbitrage bonds pursuant to any applicable federal statutes or regulations.

(d) The Authority shall take all steps necessary to refund the Bonds.

4. The full principal amount of the Refunding Bonds shall be charged to and paid by the Township to the Authority in annual principal installments, together with interest and other expenses as herein provided. It is understood and agreed that the Refunding Bonds of the Authority will be issued in anticipation of such payments by the Township.

It is agreed that the Township shall pay to the Authority, on each annual maturity date of principal amounts of the Refunding Bonds, such principal amount, and in addition, on each interest payment date on the Refunding Bonds, as accrued interest on the principal installments remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date. From time to time as the Authority is billed by the registrar/transfer/paying agent for the Refunding Bonds for their services, and as other costs and expenses accrue to the Authority from handling of the payments made by the Township or from other action taken in connection with the Refunding Bonds, the Authority shall notify the Township of the amount of such fees, costs and expenses, and the Township shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to pay such amounts.

The Authority shall, within thirty (30) days after the delivery of the Refunding Bonds, furnish the Township with a complete schedule of said installments and the interest thereon and due dates and shall also, at least thirty (30) days prior to each due date, advise the Township, in writing, of the exact amount due on said date. The failure to give such notice shall not, however, excuse the Township from making required payments when due under the provisions hereof.

5. The Township, pursuant to authorization contained in the Act, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payment of the Refunding Bonds as expressed herein. Pursuant to such pledge, if other funds are not available, the Township shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the Township in an amount which, taking into consideration estimated delinquencies

in tax collections, will be sufficient to pay such obligations under this Refunding Contract becoming due before the time of the following year's tax collections, such annual levy shall however be subject to applicable constitutional, statutory and charter limitations. Commitments of the Township are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the Township in anticipation of which the Authority Refunding Bonds hereinbefore referred to are issued. Nothing herein contained shall be construed to prevent the Township from using any, or any combination of, the means and methods provided in Section 7 of the Act for the purpose of providing funds to meet its obligations under this Refunding Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

6. Additional moneys over and above any of the payments specified in this Refunding Contract may be prepaid as provided in the Contract.

7. All provisions of the Contract not inconsistent herewith, and particularly all covenants relative to the payment of and security for the Bonds made by the Township therein, shall remain in full force and effect and shall apply with equal effect to the Refunding Bonds authorized hereby, it being understood that upon issuance of the Refunding Bonds, all or part of the Bonds in the maturities described in Section 1 of this Refunding Contract will be defeased and the Refunding Bonds shall be substituted therefor and shall be outstanding in their place and stead. It is also hereby recognized that the obligation of the Township to make payments for debt service for those maturities of the Bonds which are not being refunded will continue in full force and effect.

8. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of the Act.

9. The obligations and undertakings of each of the parties to this Refunding Contract shall be conditioned upon the successful accomplishment of the proposed refunding, and therefore if for any reason whatsoever the Refunding Bonds are not issued, then this Refunding Contract shall be considered void and of no force and effect; provided, however, that in such event, all costs and expenses shall be paid by the Township in accordance with existing commitments to the Authority, and the Authority shall not be obligated for such costs and expenses.

10. The Authority and the Township each recognize that the holders from time to time of the Refunding Bonds will have contractual rights in this Refunding Contract, and it is therefore covenanted and agreed by each of them that so long as any of the Refunding Bonds shall remain outstanding and unpaid, the provisions of this Refunding Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Refunding Bonds or the prompt payment of principal of or interest thereon. The Township and the Authority further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Refunding Contract promptly at all times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the Refunding Bonds, the security therefor, or the prompt payment of principal of and interest thereon. It is hereby declared that the terms of this Refunding Contract insofar as they pertain to the security of Refunding Bonds shall be deemed to be for the benefit of the holders of said Refunding Bonds.

11. This Refunding Contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such lesser time as the Refunding Bonds issued by the Authority are paid, at which time this Refunding Contract shall be terminated, and the provisions of the Contract relative to disposition of the financed facilities shall be carried out. In any event, the obligations of the Township to make the payments required hereunder shall be terminated at such time as all of the Refunding Bonds are paid in full by the Township, together with all interest and penalties and other obligations hereunder.

12. This Refunding Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

13. The Authority and the Township both hereby designate the Bonds as “qualified tax exempt obligations” for purposes of deduction of interest expense by financial institutions pursuant to the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, THE YPSILANTI COMMUNITY UTILITIES AUTHORITY, by its Commission, and the CHARTER TOWNSHIP OF YPSILANTI, COUNTY OF WASHTENAW, MICHIGAN, by its Township Board, have each caused its name to be signed to this instrument by its duly authorized officers the day and year first above written.

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

In the presence of:

CHARTER TOWNSHIP OF YPSILANTI

By: _____
Supervisor

By: _____
Township Clerk

21,012,908.1\099369-00032

MILLER, CANFIELD, PADDOCK AND STONE, P.L.L.C.

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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

EXECUTIVE SESSION

1. DISCUSS NEGOTIATED SETTLEMENT WITH DEFENDANT DUETSCHKE BANK IN CASE NO. 12-629-CZ IN WASHTENAW COUNTY CIRCUIT COURT
2. UNITED STATES BANKRUPTCY COURT – CASE NO 12-42718-T-JT REGARDING DAVID JAMES KIRCHER

2. RESOLUTION NO. 2013-8, APPROVING REFUNDING CONTRACT IN CONNECTION WITH REFUNDING OF YCUA WATER SUPPLY SYSTEM NO. 4 BONDS (CHARTER TOWNSHIP OF YPSILANTI)
3. CONTRACT BETWEEN YPSILANTI COMMUNITY UTILITIES AUTHORITY (YCUA) AND YPSILANTI TOWNSHIP AUTHORIZING REFUNDING OF YCUA WATER SUPPLY SYSTEM NO. 4 BONDS (CHARTER TOWNSHIP OF YPSILANTI)
4. REQUEST OF YCUA BOARD OF COMMISSIONERS FOR APPROVAL TO USE YCUA TOWNSHIP DIVISION RESERVE FOR CONSTRUCTION FUND IN THE APPROXIMATE AMOUNT OF \$700,000 FOR WATER MAIN IMPROVEMENTS IN YPSILANTI TOWNSHIP
5. RESOLUTION NO. 2013-6, DAWN FARM 4TH ANNUAL RIDE FOR RECOVERY ROAD CLOSURE REQUEST
6. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1301 SHIRLEY AND 716 WOOD CREEK COURT
7. REQUEST OF CIVIL SERVICE COMMISSION TO APPROVE UTILIZING EMPCO, INC. TO ADMINISTER YPSILANTI TOWNSHIP FIRE DEPARTMENT OFFICER PROMOTIONAL TESTING

OTHER BUSINESS

Charter Township of Ypsilanti
Proclamation

In Honor Of
Barbershop Harmony Week
April 8-12, 2013

WHEREAS on April 11, 1938, OC Cash and Rupert Hall formed the Society for the Preservation and Encouragement of Barbershop Quartet Singing in America (SPEBSQSA), now the Barbershop Harmony Society; and

WHEREAS the society has grown to now include districts and chapters covering all of the United States, Canada, Great Britain, Australia, Germany, Netherlands, Finland, Ireland, New Zealand, Spain, South Africa and all over the world, with over 20,000 members in just the United States and Canada; and

WHEREAS they are an organization committed to A Capella harmony singing, especially four part harmony in the Barbershop style; and

WHEREAS being part of the organization is more than just singing; it is a fraternity, a passion and a way of life for most members because it provides fun, camaraderie and enriches both the lives of their members and their community; and

WHEREAS each year, they offer many opportunities for music education for their members, students and music educators including a one week long program in the summer, weekend programs around the country and Harmony Explosion Camps for Junior and Senior High school students; and

WHEREAS all of these opportunities offer scholarships for students and music educators to attend; and


WHEREAS they hold a collegiate quartet contest for High School and College age singers and a youth choral festival for student choirs and many of these students are able to participate because their expenses are covered by sponsorships; and

WHEREAS they also offer free materials and music for music educators to use in their classroom; and

WHEREAS the local chapter is called the Huron Valley Harmonizers and is comprised of members from all over Washtenaw County, including Ypsilanti Township. They are involved in many activities and perform throughout the local area for paid concerts and volunteer concerts at local nursing homes, the VA hospital and elsewhere.

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees proclaims the week of April 8-12, 2013 to be Barbershop Harmony Week in Ypsilanti Township and they congratulate the Barbershop Harmony Society on their 75th anniversary.

Dated and signed this 8th day of April, 2013.



Brenda L. Stumbo, Supervisor



Karen Lovejoy Roe, Clerk



Larry J. Doe, Treasurer

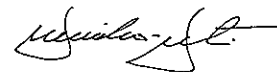




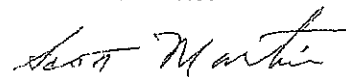
Jean Hall Currie, Trustee



Stan Eldridge, Trustee



Mike Martin, Trustee



Scott Martin, Trustee

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 25, 2013 REGULAR MEETING**

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

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PRESENTATION OF MICHIGAN MUNICIPAL LEAGUE DIVIDEND CHECK BY JUDY THOMSON-TOROSIAN

Judy Thomson-Torosian, Michigan Municipal League presented the Township a check in the amount of \$26,718, which was a dividend surplus from the MML Liability and Property Pool.

PUBLIC COMMENTS

Emmanuel Jones, Township Resident from the Non-Profit Mentor to Youth, thanked Trustee Scott Martin for his support of their fundraiser on behalf of the Township.

Arloa Kaiser, Township Resident said she would appreciate the Board's help concerning the Smart Meter issue. She also thanked the OCS Department for their work in keeping our community running safely.

CONSENT AGENDA

- A. MINUTES OF THE MARCH 11, 2013 REGULAR MEETING**
- B. STATEMENTS AND CHECKS**
- C. FEBRUARY 2013 TREASURER REPORT**

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to approve the Consent Agenda. The motion carried unanimously.

ATTORNEY REPORT

- A. AMENDED CLAIM RESOLUTION AGREEMENT BETWEEN DUPONT AND YPSILANTI TOWNSHIP, ACTING IN THE CAPACITY OF THE TITLE OWNER OF THE GOLF COURSE OWNED BY THE TOWNSHIP BUT LEASED TO EASTERN MICHIGAN UNIVERSITY FOR CHEMICAL DAMAGE DONE TO THE TREES BY UTILIZATION OF CHEMICAL IMPRELIS AND AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Amended Claim Resolution Agreement between DuPont and Ypsilanti Township, acting in the capacity of the Title Owner of the Golf Course owned by Eastern Michigan University for chemical damage done to the trees by utilization of the chemical Imprelis and authorize the signing of the agreement. The motion carried unanimously.

B. AUTHORIZE EAGLE CREST TO ACT AS TOWNSHIP AGENT IN ALL REGARDS RELATING TO THE SETTLEMENT AGREEMENT AND AUTHORIZE SIGNING OF THE CONSENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize Eagle Crest to act as Township agent in all regards relating to the Settlement Agreement and authorize the signing of the Consent. The motion carried unanimously.

C. GENERAL LEGAL UPDATE

Attorney Winters said the demolition contracts for the six properties identified by the Township under court orders were ready to be signed. He said the bank was going to contribute funds toward the two properties on Wiard Court.

He reported the house at 30 Ohio Street had 37 Calls for Service during a two-year period, some of them serious enough for Child Protection Services to remove the children. He said there was a need to be able to monitor the Calls for Service in order to identify such conditions that require action.

Attorney Winters introduced Reba Kriston, his legal secretary, who was retiring. He thanked the Board for the time to publically acknowledge her and let everyone know how much she had meant to their office. He recounted that they had known each other since Jr. High School and said they had worked together for 32 years and had become a family. He highly praised her moral and work ethic and the help she had been to him, the office, the elected officials, department heads, administrative staff, employees and members of the Township Board. He said it was with mixed emotions that their office was accepting her well-deserved retirement, knowing that she would greatly missed and not easily replaced.

Clerk Lovejoy Roe read the Proclamation honoring Ms. Kriston into the record

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the Proclamation. The motion carried unanimously.

NEW BUSINESS

1. BUDGET AMENDMENT #5

Clerk Lovejoy Roe read the budget amendment into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Budget Amendment #5 (see attached). The motion carried unanimously.

Clerk Lovejoy Roe clarified the roads were for Nancy Park, north of Grove and east of Harris, which included Heather Ridge, Molly, Harry, Smith, Lynn, McCartney and Andrea.

2. PA 116 FARMLAND AGREEMENT APPLICATION, PROPERTY #K-11-34-200-002 - MICHAEL & SUSAN BUTZIN – YPSILANTI TOWNSHIP

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the PA 116 Farmland Agreement Application, Property #K-11-34-200-002 – Michael & Susan Butzin (see attached). The motion carried unanimously.

- 3. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO APPROVE LETTER OF AGREEMENT BETWEEN PULTE AND YPSILANTI TOWNSHIP REGARDING CREEKSIDE VILLAGE EAST, CONTINGENT UPON POSTING OF SURETY BOND BY S. E. MICHIGAN LAND HOLDINGS, LLC AND AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Trustee Hall Currie, supported by Trustee Eldridge to approve the Letter of Agreement between Pulte and Ypsilanti Township regarding Creekside Village East, contingent upon the posting of a Surety Bond by S. E. Michigan Land Holdings, LLC and to authorize the signing of the agreement (see attached). The motion carried unanimously.

- 4. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO APPROVE LETTER OF AGREEMENT BETWEEN PULTE AND YPSILANTI TOWNSHIP REGARDING CREEKSIDE VILLAGE SOUTH, CONTINGENT UPON POSTING OF SURETY BOND BY S. E. MICHIGAN LAND HOLDINGS, LLC AND AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Letter of Agreement between Pulte and Ypsilanti Township regarding Creekside Village South, contingent upon the posting of a Surety Bond by S. E. Michigan Land Holdings, LLC and to authorize the signing of the agreement (see attached). The motion carried unanimously.

- 5. RESOLUTION NO. 2013-5, AUTHORIZING PURCHASE OF 1091 RAMBLING RD. FOR A PUBLIC PURPOSE, NOT TO EXCEED \$15,000, BUDGETED IN LINE ITEM #101.950.000.969.011**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Resolution No. 2013-5, Authorizing the Purchase of 1091 Rambling Rd. for a Public Purpose, not to exceed \$15,000, budgeted in line item #101.950.000.969.011 (see attached). The motion carried unanimously.

Supervisor Stumbo explained the property was headed for tax sale and Habitat for Humanity was interested in the house. She said Township proposed to purchase the property and sell it to Habitat in an effort to try to stabilize neighborhoods.

- 6. CONTRACT BETWEEN MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) AND YPSILANTI TOWNSHIP ACCEPTING THE GRANT FOR THE INSTALLATION OF LIGHTING AT CARPOOL LOT AT I-94 AND HURON STREET AND AUTHORIZE SIGNING OF THE CONTRACT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the contract between Michigan Department of Transportation (MDOT) and Ypsilanti Township accepting the grant for the installation of lighting at carpool lot at I-94 and Huron Street and to authorize the signing of the contract (see attached). The motion carried unanimously.

Supervisor Stumbo provided a brief explanation of the need for lighting in the Park and Ride area. She said the installation would be paid by MDOT and the Township's obligation would be an annual lighting cost of \$2,301.02.

- 7. DTE ENERGY STREET LIGHTING AGREEMENT FOR SEVEN (7) LED STREET LIGHTS AT MDOT CARPOOL LOT LOCATED AT I-94 AND HURON STREET IN THE AMOUNT OF \$20,048.81, TO BE PAID BY MDOT AND AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve the DTE Energy Street Lighting Agreement for seven (7) LED Street Lights at MDOT carpool lot located at I-94 and Huron Street in the amount of \$20,048.81, to be paid by MDOT and to authorize the signing of the agreement (see attached). The motion carried unanimously.

- 8. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE LEGAL ACTION, IF NECESSARY, IN CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 30 OHIO STREET AND 5777 MERRITT ROAD, BUDGETED IN LINE ITEM #101.950.000.818.023**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to authorize legal action, if necessary, in Circuit Court to abate the public nuisance for properties located at 30 Ohio Street and 5777 Merritt Road, budgeted in line item #101.950.000.818.023. The motion carried unanimously.

- 9. GREEN OAKS GOLF COURSE 2013 RATES**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Green Oaks Golf Course 2013 rates (see attached). The motion carried unanimously.

- 10. WCRC 2013 YPSILANTI TOWNSHIP AGREEMENT IN THE ESTIMATED AMOUNT OF \$261,000.00 WITH PARTIAL COST PAID BY CDBG GRANT AND REMAINDER FROM FUND BALANCE, BUDGETED IN LINE ITEM #212.970.000.818.022 AND AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the WCRC 2013 Ypsilanti Township agreement in the estimated amount of \$261,000.00, with a partial cost paid by a CDBG grant and the remainder from fund balance, budgeted in line item #212.970.000.818.022 and to authorize the signing of the agreement (see attached). The motion carried unanimously.

- 11. AUTHORIZE SIGNING OF EMERGENCY OPERATIONS PLAN FOR YPSILANTI TOWNSHIP TO BE USED IN CONJUNCTION WITH WASHTENAW COUNTY EMERGENCY ACTION GUIDELINES**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to authorize the signing of the Emergency Operations Plan for Ypsilanti Township to be used in conjunction with Washtenaw County Emergency Action Guidelines. The motion carried unanimously.

- 12. REQUEST OF KAREN WALLIN, HUMAN RESOURCE TO POST, ADVERTISE AND FILL A SECOND ORDINANCE ENFORCEMENT ASSISTANT IN THE OCS DEPARTMENT WITH A NEGOTIABLE SALARY BETWEEN \$37,400 AND \$41,600 CREATED BY A RESIGNATION**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the posting, advertising and filling of a second Ordinance Enforcement Assistant in the OCS Department with a negotiable salary between \$37,400 and \$46,600. The motion carried unanimously.

- 13. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE AGREEMENT WITH WASHTENAW COUNTY TO ACQUIRE AND INSTALL ONE OUTDOOR WARNING SIREN IN THE WEST WILLOW/WIARD/STATE AREA, WITH YPSILANTI TOWNSHIP PAYING ANNUAL MAINTENANCE COST OF \$390 FOR A MINIMUM OF 15 YEARS, BUDGETED EACH YEAR IN LINE ITEM #206.206.000.933.000 AND AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Trustee Hall Currie, supported by Trustee Scott Martin to approve the agreement with Washtenaw County to acquire and install one outdoor warning siren in the West Willow/Wiard/State area, with Ypsilanti Township paying the annual maintenance cost of \$390 for a minimum of 15 years, budgeted each year in line item #206.206.000.933.000 and to authorize signing of the agreement (see attached). The motion carried unanimously.

Chief Copeland stated agreement was generated because of complaints from residents in West Willow/Wiard/State area after the tornado hit Dexter last year. He said there was another area along Whittaker and Textile that needed a siren whenever one becomes available.

ADJOURNMENT

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

The meeting adjourned at approximately 7:36 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

SUPERVISOR'S REPORT

March 25, 2013

- 3/12/13 Attended SPARK Public Sector Committee Meeting
- Attended Web Position meeting with the 3 FTOs, Travis McDugald, Karen Wallin and Mike Radzik
- 3 FTOs and Mark Perry attended Yankee Air Museum meeting
- 3/13/13 Out of the office – sick
- 3/14/13 Out of the office – sick
- 3/15/13 Larry Doe and I participated in conference call with Elliott Laws – RACER Trust
- 3/16/13 Karen Roe and I attended AATA Meeting with other County elected officials
- 3/18/13 3 FTOs met with Mark Perry regarding economic development
- 3 FTOs met with developer regarding GM/Willow Run site. Mark Perry attended as well as Bruce Rasher of RACER Trust.
- 3/19/13 Jeff Allen and I attended SEMCOG meeting in Detroit
- Attended website logo meeting to discuss Township branding
- 3/20/13 Attended WATS meeting
- Larry Doe and I had lunch with Debbie Lockhardt Daniels regarding YTown business being recognized in marketing
- 3 FTOs attended a business retention visit with Unity Vibration Living Kombucha Tea
- 3/21/13 Attended weekly development team meeting
- Mike Radzik and I attended ribbon cutting for Chester's Chicken on Ecorse Rd.
- Mike Radzik and I attended Big Ten Township meeting in Canton
- 3 FTOs attended Meals on Wheels event as volunteers
- 3/22/13 Jeff Allen and I met with Roy Townsend regarding requirement for funding for Grove Road paving
- 3/25/13 3 FTOs met with Mark Perry

Karen Roe and I attended funeral for Roberta Schrock

Attended weekly police meeting

- Mailer was sent out to approximately 3,500 homes notifying them of the public meeting for the Ford Blvd. bridge construction. Meeting is scheduled for Thursday, March 28, 2013 at 6:00 p.m. at the Ford Blvd. Fire Station.
- Worked with the Washtenaw County Road Commission to schedule public meeting for West Michigan Avenue project. Meeting is scheduled for Thursday, April 18, 2013 at 6:00 p.m. at New Testament Baptist Church, 1230 W. Michigan Avenue.
- Worked with Humane Society of Huron Valley to schedule TNR (Trap, Neuter, Return) training for West Willow, Greene Farms, Millpointe, Schooner Cove, Ford Lake Heights, Holmes Road, Elmcrest Mobile Village and the Duncan Street area.
- Working with legal counsel on proposed ordinance for basketball hoops in the street.
- We were contacted by residents to start a petition drive to change the name of Ypsilanti Township.

CLERK REPORT

MARCH 25, 2013

Submitted by Karen Lovejoy Roe, Clerk

- **IT DEPARTMENT NEEDS**-Supervisor Stumbo, Clerk Lovejoy Roe, Treasurer Doe, Office of Community Standards Director, and Mike Radzik, IT Director Travis McDugald met on Tuesday, March 12, 2013 to discuss the needs of Ypsilanti Township regarding IT. Focus was on Web Design and Support Position and the growth of the township. Residents are requesting an increase in opportunities to conduct all township business via the web. It was agreed that this was an area the township must expand on to keep up with the needs of our residents and to allow business to be conducted more efficiently. It was also expressed that this is an economic development tool and our Economic Development Professional, Mark Perry has recommended that Ypsilanti Township move forward in increasing our presence and access through the internet.
- **PASSPORTS**-Clerk's staff continues to process passports daily. As travels plans are being made for 2013 vacations the passport business being conducted by the Clerk's office has reached high volumes on a daily basis.
- **ANN ARBOR/YPSILANTI CHAMBER OF COMMERCE LEADERSHIP TRAINING**-Clerk Lovejoy Roe spoke to the 2013 leadership class at Spark East on Wednesday, March 13, 2013 for Government Day regarding Ypsilanti Township.
- **BOND REFINANCING**-The elected officials met with bond counsel, Tom Collis and Paul Strauder, Financial Consultant regarding the opportunity to refinance Ypsilanti Township bonds to take advantage of the lower interest rates and to reduce the costs to the township for the bonds. It was agreed the refinancing resolution would be brought to the township board to request approval of refinancing.
- **AATA URBAN CORE AND TRANSIT PLANS**-Supervisor Stumbo and Clerk Karen Lovejoy Roe met with representatives from AATA and the Cities of Ann Arbor, Ypsilanti & Saline, along with Mandy Grewal, Pittsfield Township Supervisor on Saturday, March 16, 2013. Future plans for improving and expanding transit opportunities in the Urban Core were discussed. A public meeting is scheduled for Thursday, March 28, 2013 from 5-7 PM at Pittsfield Township Complex, 6201 W. Michigan Ave. to continue to make plans for our transit future in the Washtenaw County Urban Core.
- **WEBSITE LOGO**-A staff meeting with IT department staff was held on Tuesday, March 19, 2013 to discuss a future website logo design and the development process.
- **GM/RACER TRUST**-Supervisor Stumbo, Treasurer Doe, Clerk Lovejoy Roe & Mark Perry, Economic Development Professional continue to meet weekly on plans to develop and promote economic development on the GM property and on other properties in the township. Meetings were held on March 11 and March 18, 2013. We also met with the Racer representatives and other regarding a potential plan for the GM site.

- YANKEE AIR MUSEUM-Supervisor Stumbo, Clerk Lovejoy Roe and Treasurer Doe met with Dennis Norton to discuss the future of YAM on Tuesday, March 12, 2013.
- DTE-YPSILANTI TOWNSHIP PROJECTS- There are several DTE projects in Ypsilanti Township that are currently underway Ford Blvd Lighting, MDOT Car Pool Lot lighting at I-94/Huron St., LED Replacement Lights for Township Lights and Grove Road Bikepath lighting are all projects that are either currently underway or are being discussed for work in the 2013 building season. Agreements with DTE and MDOT for the MDOT Car Pool Lot are on the agenda for the March 25, 2013 Board Meeting. The MDOT/DTE Car Pool Lighting Project includes the installation of 7 LED lights. This project is completely funded by a MDOT grant that Ypsilanti Township has been awarded and will greatly enhance the safety of this highly utilized MDOT Car Pool Lot. DTE estimates and designs are currently underway for LED lighting for the Grove Road Bike Path. This project will be coordinated with the completed rebuild of the Grove Road Bike Path that Supervisor Stumbo secured grant funding for. She is continuing to seek funding for the lighting project also.
- MILLAGE PROPOSALS FOR 2013- Accounting Director, Javonna Neel has been working with David Williamson, Township Accountant and Linda Gosselin, Assessing Director, on projections of revenues and expenditures for over the next four years, through 2017. These projections are needed to make plans for the millage election in August. The current millages expire at the end of 2013. The elected officials have been meeting several days a week to research and analyze financial information in preparation of the millage election. The Ypsilanti Township Board approved a millage committee consisting of Treasurer Doe, Accounting Director Javonna Neel, Trustees Mike Martin and Stan Eldridge. Supervisor Stumbo distributed a packet of financial information regarding the millage funds to all board members at the March 11, 2013 township board meeting. The committee will report their findings and make a recommendation to the Ypsilanti Township Board at the April 8, 2013 meeting. David Williamson, Financial Consultant and Auditor has recommended a maximum of not to exceed additional 2 mils combined for Police, Fire and Solid Waste-Recycling, Composting, Brush Pick-up.

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
WM. DOUGLAS WINTERS
ANGELA B. KING

FAX (734) 481-8909
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

March 19, 2013

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry J. Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Re: ***Receipt & Review of Proposed "Amended Claim Resolution Agreement" Between DuPont and Ypsilanti Township (Acting in the Capacity of the Title Owner of the Golf Course Owned by the Township But Leased to Eastern Michigan University) for the Chemical Damage that was Done to the Trees by the Utilization of the Chemical Imprelis***

Dear Board Members:

This will confirm that I have had an opportunity to review the proposed ***Amended Claim Resolution Agreement*** that was negotiated by Eastern Michigan University (EMU) with DuPont as the result of a claim that was filed by EMU for "***chemical damage***" that was done to a number of trees located on the golf course that while owned by the Township is under lease to EMU. It is my understanding that the "***chemical***" that was utilized by DuPont that caused such extensive damage to the trees at the golf course (and apparently throughout the country) is known as "***Imprelis***."

From what I can tell of my review of the proposed Resolution Agreement there have been ongoing negotiations between EMU and DuPont as well as other class litigants for some period of time. As a result of those negotiations DuPont has agreed to remit the sum of ***\$165,740.30*** as "***full and final compensation***" for all damage that was done to the trees on the golf course which is broken down as follows:

1.	Tree Removal	\$ 19,200
2.	Removed Tree Value	\$111,030
3.	Replacement New Tree Maintenance	\$ 4,500
4.	Care for Existing Trees	<u>\$ 9,392</u>
	Total Claim Value	\$144,122
	Additional Compensation-15% of Total Claim Value	\$ 21,618.30
	Final Total Amount	\$165,740.30

Inasmuch as the golf course remains titled in the name of the **Charter Township of Ypsilanti** this final settlement with DuPont requires it to be executed by the owner in fee which is the Township. I believe Supervisor Brenda L. Stumbo has also been provided by representatives of EMU with the appropriate document wherein the Township Board authorizes “...**Eagle Crest to act as its agent in all regards concerning the performance of the Agreement. In particular, the Township authorizes Eagle Crest to make all decisions relating to the property, including providing any necessary permissions regarding tree removal, and acting as point of contact for all communications with DuPont or its representatives.**”

I believe the final Settlement Agreement and the appointment of Eagle Crest to serve as the Township’s agent as it pertains to the performance of all requirements per the Agreement is in proper form to be considered by the Township Board at its regular meeting scheduled for Monday, **March 25, 2013**. However I would request that whatever communications are received by Eagle Crest pertaining to the implementation of this Agreement also be copied to the Township Supervisor and Clerk, as well as Planning Director Joe Lawson, so as to insure the Township is kept apprised as to all developments that are occurring on our property. I have placed a telephone call into EMU legal counsel Gloria Hage and while she has not yet had a chance to return my phone call I do not believe this request will be a problem.

In any event I believe both the Agreement and appointment of Eagle Crest to serve as the Township’s agent if approved by the Board can be signed by Supervisor Stumbo and Clerk Roe in accordance with the Board’s established procedures. Hopefully this chemical agent has been removed from the

Township Board
Re: Eagle Crest Trees
March 19, 2013
Page 3

marketplace since it will still take years to replace the trees that were destroyed by **Imprelis**. If after review of this correspondence you have any questions or I can be of further assistance, please contact me.

Very truly yours,



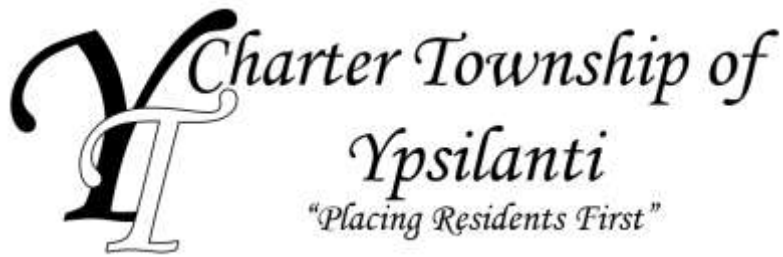
Wm. Douglas Winters

rsk

cc: Trustees
Mike Radzik
Ron Fulton
Joe Lawson
Eric Copeland, Fire Chief
Vic Chevrette, Fire Marshal
Dennis O. McLain

P.S. Subsequent to the dictation of this letter I received a telephone call from EMU attorney Gloria Hage who confirmed that she will see that the Township's request that it be copied on all communications between Eagle Crest & DuPont are included in the final documents.

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



Clerk's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156
www.ytown.org

March 26, 2013

To Whom It May Concern:

All payments pursuant to the Claims Resolution Agreement dated March 26, 2013 (the "Agreement") should be made payable to Eagle Crest Goff Club ("Eagle Crest"). Ypsilanti Township further authorizes Eagle Crest to act as its agent in all regards concerning the performance of the Agreement. In particular, the township authorizes Eagle Crest to make all decisions relating to the property, including providing any necessary permissions regarding tree removal, and acting as point of contact for all communications with DuPont or its representatives.

Sincerely,

Brenda L. Stumbo
Supervisor

Karen Lovejoy Roe
Clerk

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

May 29, 2012

VIA UPS OVERNIGHT

EAGLE CREST GOLF CLUB
ATTN: TODD GENSKE
1275 S HURON ST
YPSILANTI, MI 48197

Re: Claim Number(s): 9000162
Property Location: 1275 S HURON ST
YPSILANTI, MI 48197

E.I. du Pont de Nemours and Company ("DuPont") has received your response to the Claim Resolution Agreement dated November 21, 2011. DuPont has taken your response very seriously, and after careful consideration, has prepared the attached Amended Claim Resolution Agreement ("Amended Agreement"). This notice only applies to the property identified above. If you submitted information about other properties, separate notice letters have been or will be issued to you.

If you agree to the terms of the enclosed Amended Agreement, including Addendum A, which is a Release Regarding Election to Remove Trees on your property ("Addendum A"), DuPont offers to:

- Pay you \$19,200.00 to remove the trees in Table 1 of the Amended Agreement in lieu of DuPont removing the trees specified in Table 1 of the Amended Agreement.
- Pay you \$111,030.00 that you can use to arrange for the replacement of those 30 tree(s) should you choose.
- Pay you \$4,500.00 to provide new tree maintenance for your replacement tree(s).
- Pay you \$9,392.00 that you can use to purchase tree care for 37 other tree(s) remaining on your property.
- Give you a limited warranty for damage (if any) to trees caused by Imprelis® arising in the future.
- Pay you an additional \$21,618.30 in compensation.

Detailed information about each of these offers is provided in the enclosed Amended Agreement.

Amended Agreement

In agreeing to accept payment from DuPont relating to trees on your property, you must also agree to several other terms, including, but not limited to, a release waiving your right to file or participate in any lawsuit related to Imprelis[®], an agreement to bring remaining disputes in arbitration, and a waiver of your right to a jury trial. In addition, you must execute Addendum A. Please read the enclosed Amended Agreement, including Addendum A, in its entirety. You may seek the advice of counsel of your choosing at any time before signing the Amended Agreement, including Addendum A.¹

It is our hope to resolve your claim as promptly as possible. If you agree to the terms, please sign where indicated, include a witness signature as required, and return all of the pages of the Amended Agreement (including the Tables) and Addendum A to:

If by regular mail:

Imprelis Claims Resolution Process
c/o Epiq Systems
P.O. Box 4834, Grand Central Station
New York, NY 10163-4834

If by overnight mail:

Imprelis Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

¹ NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis[®] before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis[®] could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in *In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation*, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Liaison Counsel

Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Co-Lead Counsel

- Richard J. Arsenaault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;
- Adam J. Levitt of WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC, 55 West Monroe Street, Suite 1111, Chicago, Illinois 60603, (312) 984-0000;
- Hollis L. Salzman of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.

Amended Agreement

To clarify your options regarding replacement trees, you may decide how to use the compensation set forth in the Amended Agreement for replacement trees and are not bound to purchase replacement tree(s). If you do opt to use this compensation to replace trees, the replacement tree or trees of your choosing may be purchased from (a) one of DuPont's designated qualified tree replacers or (b) a tree replacer of the your choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. Not all trees (particularly trees greater than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from your property. If you are unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, you may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if you so choose, you can receive another tree or trees of the same species at the value promised.

Once DuPont receives the signed Amended Agreement, and Addendum A, it will begin the steps outlined in the Amended Agreement. Payments will be made via check and sent to the address indicated at the top of this letter.

DuPont intends for this Amended Agreement to provide resolution of your Imprelis®-related claims and is hopeful that it will meet with your satisfaction. If you have any questions or concerns about the Imprelis® Claims Resolution Process, please contact DuPont at 1-866-796-4783.

Please read this entire Amended Claim Resolution Agreement ("Amended Agreement"), including Addendum A Release Regarding Election to Remove Trees ("Addendum A"), carefully. By signing the Amended Agreement, and Addendum A, you agree to be bound by all of the terms and conditions set forth below.

AMENDED CLAIM RESOLUTION AGREEMENT

This Amended Claim Resolution Agreement ("Amended Agreement") is entered into between E.I. du Pont de Nemours and Company ("DuPont") and an authorized owner of the property at 1275 S HURON ST, YPSILANTI, MI 48197. The authorized Owner ("Owner") represents that he or she holds title to the property at issue, and that all other persons or entities holding a fee simple, leasehold or other possessory interest in the property have authorized Owner to execute this Amended Agreement, and Addendum A, to bind them to the terms thereof, and to make choices about and receive services and payment on their behalf.

TREE REMOVAL AND REPLACEMENT

There may be laws or regulations and/or neighborhood or homeowner association rules that address tree removal or replacement. Before any removal and/or replacement of trees can take place under this Amended Agreement, and Addendum A, Owner must make sure that such action is in compliance with such laws, rules and/or regulations.

REMOVAL OF TREES

Payment: DuPont recommends removal for all trees listed in Table 1. Owner has advised that it does not want DuPont to remove certain damaged trees from its property. Owner has advised that in lieu of removal of the damaged trees by DuPont, it would like to receive payment from DuPont for the value of removal of the damaged trees and it will remove the trees in Table 1 itself. DuPont offers to pay Owner \$19,200.00 in lieu of DuPont removing the trees specified in Table 1. If trees listed in Table 1 have already been removed and disposed of properly, DuPont will pay Owner an amount to compensate Owner for removal of those trees.

Owner has read and agreed to the terms set forth in Addendum A, attached hereto and incorporated herein by this reference, which concerns Owner's preference to be paid in lieu of having DuPont remove the tree(s) specified in Table 1 and Owner's preference to remove the trees in Table 1 itself. Owner recognizes that it must abide by DuPont's Tree Removal and Disposal Guidelines in exchange for DuPont's agreement to pay Owner to remove its own trees.

REPLACEMENT

Payment: DuPont offers to pay Owner \$111,030.00 for the value of the trees listed in Table 1. Owner shall decide how to use this compensation and is not bound to purchase replacement tree(s). If Owner opts to use this compensation to replace trees, replacement tree or trees of the Owner's choosing may be purchased from (a) one of DuPont's designated qualified tree replacers or (b) a tree replacer of the Owner's choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. If Owner decides to purchase replacement

Amended Agreement

tree(s) from a tree replacer other than those listed on the designated qualified tree replacer list, the Limited Warranty for new trees identified below may not apply. Not all trees (particularly trees greater than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from Owner's property. If Owner is unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, Owner may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if Owner so chooses, Owner can receive another tree or trees of the same species at the value promised.

New Tree Maintenance: In addition, DuPont will pay Owner \$150.00 per removed tree for new tree maintenance of any replacement trees.

Qualified Tree Replacer Limited Warranty for Replacement Trees: Each replacement tree planted by DuPont's designated qualified tree replacers will be covered by a two-year replacement guarantee supported by DuPont's designated qualified tree replacers. If Owner believes that the tree replacement guarantee is not being honored by DuPont's designated qualified tree replacers, Owner should contact DuPont at 1-866-796-4783 for assistance.

Any replacement tree will be planted in a workmanlike manner according to standard industry practice. Subject to the limitations below, any replacement tree that does not survive the period extending two years from the date of planting will be replaced by a tree of the same or similar value. A tree will only be replaced once during the warranty period. A new guarantee will not extend to a replacement tree planted during the warranty period.

The warranty excludes any damage to a tree outside of DuPont's designated qualified tree replacers' control and specifically excludes any tree damage resulting from acts of nature such as severe weather conditions, wind, hail, low temperature, drought, flooding, or storm damage; damage caused by humans or animals, including mowing, plowing, digging; damage caused by insects or disease; and damage attributable to an Owner's failure to properly care for a replacement tree, such as improper watering, pruning, and fertilization. The limited warranty provided by DuPont's designated qualified tree replacers excludes any tree damage relating to Imprelis®.

TREE CARE

Payment: DuPont recommends tree care for the trees listed in Table 2, as care is required for these trees to have the best chance to thrive. DuPont will pay Owner \$9,392.00 so that Owner can provide tree care for each of these trees. DuPont recommends that Owner consult an arborist or lawn care professional for assistance in purchasing and/or ascertaining proper tree care for the trees listed in Table 2. Tree care for each tree may include pruning, shaping, watering, insect spraying, and other care.

Reassessment. If a tree receiving tree care remains alive at the end of the DuPont Limited Warranty period set forth below, but Owner reasonably believes that it will not recover because

of its exposure to Imprelis®, DuPont will, at Owner's request, reassess the tree for possible removal and replacement or reasonable compensation. If a tree receiving tree care dies during the DuPont Limited Warranty period set forth below because of its exposure to Imprelis®, DuPont will arrange to remove and replace the tree or provide reasonable compensation for the value of the tree. Owner should make any requests under this subparagraph by calling 1-866-796-4783. DuPont will not be responsible for reassessment, removal, replacement or compensation for any tree for which Owner has failed to provide appropriate care. When requesting reassessment of a tree, Owner agrees to provide adequate documentation, such as receipts, invoices, or other information, to verify that the Owner provided appropriate tree care to the trees identified on Table 2.

Important: If Owner removes (or authorizes anyone else to remove) any tree identified on Table 2 at a future time, Owner agrees that the removal and disposal will be performed in accordance with the instructions listed at www.imprelis-facts.com.

ADDITIONAL PAYMENT

In addition to the above, DuPont will make an additional payment to Owner. The amount of the additional payment is listed in the bottom row of Table 4, and represents 15% of the total value of the other payments and services DuPont is providing. This additional payment of \$21,618.30 is intended to compensate Owner for all other potential Imprelis®-related claims against DuPont that may exist, including but not limited to any claims for loss of aesthetic enjoyment; loss of use; loss in property value; or claimed damage to other trees, shrubs, grasses, or other plants.

DUPONT LIMITED WARRANTY

DuPont warrants against any damage to any tree on Owner's property (including replacement trees) caused by Imprelis® until December 31, 2013, or in the case of replacement trees, until a date two years after the date of planting. In the event that the Owner's property is sold, this limited warranty transfers with the property to the new owner. If Owner believes that a tree covered by this warranty has experienced damage caused by Imprelis®, it shall promptly inform DuPont by sending a letter detailing such damage and the reason Owner believes it is caused by Imprelis® to:

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

This warranty does not apply to trees recommended to receive tree care for which Owner has failed to provide appropriate care.

RELEASE AND NOTICE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on

Amended Agreement

Owner's property, and any Imprelis® distributors; and all of their respective principals, agents, officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, and each of them (collectively, the "Released Parties") from any and all liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that exist between or among Owner and any Released Party or Parties as related to Imprelis® or the application of Imprelis® to the Owner's property, this Amended Agreement, including Addendum A, and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement. This release does not include claims made under the DuPont Limited Warranty.

Owner and DuPont agree that no medical claim has been made or released by Owner that would implicate the Medicare Secondary Payer Act or the Medicare, Medicaid, and SCHIP Extension Act of 2007.

In executing this release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Amended Agreement, and Addendum A, were signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Amended Agreement, and Addendum A, is made with regard to such possible future discoveries, and the Amended Agreement cannot be reopened in light of any such future discoveries.

NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in *In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation*, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Liaison Counsel

- Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Co-Lead Counsel

- Richard J. Arsenault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;

Amended Agreement

- Adam J. Levitt of WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC, 55 West Monroe Street, Suite 1111, Chicago, Illinois 60603, (312) 984-0000;
- Hollis L. Salzman of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released.

OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.

NO ADMISSIONS OR CONCESSIONS

This Amended Agreement, and Addendum A, shall not in any way be construed or deemed to be evidence or an admission or a concession of any fault, liability, fact or amount of damages, or any other matter whatsoever on the part of any party to this Amended Agreement, and Addendum A.

OWNER'S REPRESENTATIONS, COVENANTS, AND WARRANTIES

Owner represents, covenants, and warrants that:

- it has not assigned, transferred, encumbered, or otherwise impaired its rights to settle any claims released by the Amended Agreement, and Addendum A; AND
- it will pay or otherwise resolve all known liens asserted in or arising out of this matter, including any liens asserted by Owner's attorney, insurers or others.

ARBITRATION AGREEMENT

Owner and DuPont agree that any and all claims or disputes of whatever nature between Owner and DuPont and/or any Released Party or Parties that arise out of or relate to Owner's claims, Imprelis®, or this Amended Agreement (including but not limited to those relating to the DuPont Limited Warranty, this Amended Agreement, and Addendum A, and the events surrounding its negotiation and execution) in any way must be resolved through mandatory, binding arbitration, rather than litigation in court. This Amended Agreement, and Addendum A, shall be enforced pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **An arbitrator, not a judge or jury, will decide any dispute. DuPont and Owner hereby specifically waive any right to trial by jury.** If any part of this paragraph is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.

- a) Class Action Waiver. Owner agrees that any and all claims or disputes between it and any Released Party or Parties that arise out of or relate to this Amended Agreement, and Addendum A, (including the DuPont Limited Warranty) in any way will be arbitrated on

Amended Agreement

an individual basis and that there will be no class or representative actions in arbitration. Owner agrees not to participate in a class or representative action against any Released Party or Parties and agrees to affirmatively opt out of such a class, if the class action asserts claims that would fall within the scope of the Release if they were asserted directly by Owner. Owner and DuPont agree that this class action waiver is an essential part of this Amended Agreement, and Addendum A, and that the class action waiver may not be severed from this Amended Agreement, and Addendum A. If this class action waiver is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.

- b) Choice of Arbitrator, Fees and Costs. All arbitrations shall be conducted before the CPR International Institute for Conflict Prevention and Resolution (www.cpradr.org, 1-212-949-6490). The CPR Fast Track Arbitration Rules will apply in any arbitration. Arbitration fees, not including attorney's fees and costs, shall be borne by DuPont.
- c) Limit on Relief in Arbitration. DuPont and Owner agree that an arbitrator may only award such relief as a court of competent jurisdiction could.

MISCELLANEOUS

Mandatory Disclosures. State and local laws may require that Owner disclose to potential buyers the existence of pending Imprelis® claims, as well as the warranties set forth in the Amended Agreement. Owner may consult with an attorney of its choosing at any time regarding disclosure obligations that may arise during sale of this property.

Choice of Law. This Amended Agreement, and Addendum A, are made and shall be construed, interpreted, enforced, and governed in all respects under the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Severance. Aside from specific exceptions explicitly noted in the Amended Agreement, and Addendum A, if any provision, or any portion of any provision, of this Amended Agreement, and Addendum A, is held to be illegal, invalid, or contrary to public policy by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted; neither such provision, nor its severance and deletion, shall affect the validity of the remaining provisions of this Amended Agreement or Addendum A.

Integration. This Amended Agreement, and Addendum A, memorializes and constitutes the entire Amended Agreement and understanding between and among DuPont and Owner, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or unwritten. Owner acknowledges that no Released Party, or any agent or attorney of any Released Party, has made any promise, representation, or warranty whatsoever respecting this Amended Agreement, or Addendum A, and that Owner has not relied on any such promise, representation, or warranty.

Heirs and Successors Bound. This Amended Agreement, and Addendum A, shall be binding

Amended Agreement

Claim Number: 9000162
Page 10

upon and inure to the benefit of DuPont and Owner hereto and their respective heirs, personal representatives, successors and assigns, and any corporation, partnership or other entity into or with which any party hereto may merge, consolidate or reorganize.

DuPont and Owner have fully read and understood the terms and conditions above, and agree to be bound by them.

Signed,

E.I. du Pont de Nemours and Company



Carl A. Malatesta
Manager Claims Resolution

Amended Agreement

Authorized Property Owner

If signature is by a trustee, executor, administrator, attorney-in-fact, officer of a corporation or other acting in a fiduciary or representative capacity, it must be so indicated and **proper evidence of authority satisfactory to DuPont, must be submitted**. A tax identification number **must** be provided for all non-residential properties, including golf courses, corporations, and companies.

The Property Owner must have a witness present when signing this Amended Agreement. The witness must then sign the signature line below and provide the specified contact information. The Owner must return all pages of the Amended Agreement (including the Tables).

The Undersigned represents that
I have full authority to sign

Witness

Signature

Signature

Printed Name

Printed Name

Title (if applicable)

Date

Business Name (if applicable)

Address

Social Security or Tax ID No.
Required for Payment Purposes

City, State Zip

Date

Telephone Number

Amended Agreement

**TABLE 1
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT**

Tree No.	Tree Species	Height (feet)	Removed Tree Value
2	Pine White	24	\$3,000.00
3	Pine White	23	\$3,000.00
5	Pine White	27	\$4,000.00
6	Pine White	28	\$4,000.00
8	Pine White	26	\$3,500.00
9	Pine White	33	\$5,500.00
11	Pine White	26	\$3,500.00
12	Pine White	26	\$3,500.00
13	Spruce Norway	19	\$1,910.00
15	Spruce Norway	18	\$1,120.00
16	Spruce Norway	16	\$1,000.00
18	Pine White	31	\$5,000.00
22	Spruce Norway	34	\$5,500.00
23	Spruce Norway	33	\$5,500.00
27	Spruce Norway	35	\$6,000.00
29	Spruce Norway	27	\$4,000.00
35	Spruce Norway	27	\$4,000.00
36	Spruce Norway	33	\$5,500.00
39	Spruce Norway	27	\$4,000.00
43	Pine White	28	\$4,000.00
45	Pine White	26	\$3,500.00
46	Pine White	28	\$4,000.00
48	Pine White	24	\$3,000.00
49	Pine White	24	\$3,000.00

Amended Agreement

TABLE 1 - (Continued)
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT

Tree No.	Tree Species	Height (feet)	Removed Tree Value
50	Pine White	26	\$3,500.00
52	Pine White	22	\$2,500.00
53	Pine White	22	\$2,500.00
54	Pine White	23	\$3,000.00
58	Pine White	34	\$5,500.00
66	Spruce Colorado Blue	24	\$3,000.00

TABLE 2
TREES RECOMMENDED FOR CARE

Tree No.	Tree Species	Height (feet)	Service Value
1	Pine White	28	\$184.00
4	Pine White	24	\$300.00
7	Pine White	26	\$320.00
10	Pine White	27	\$320.00
14	Spruce Norway	25	\$320.00
17	Pine White	34	\$340.00
19	Pine White	32	\$198.00
20	Pine White	32	\$198.00
21	Spruce Norway	24	\$174.00
24	Spruce Norway	34	\$340.00
25	Spruce Norway	31	\$198.00
26	Spruce Norway	31	\$198.00
28	Spruce Norway	32	\$198.00
30	Spruce Norway	33	\$198.00
31	Spruce Norway	26	\$184.00

Amended Agreement

**TABLE 2 - (Continued)
TREES RECOMMENDED FOR CARE**

Tree No.	Tree Species	Height (feet)	Service Value
32	Spruce Norway	34	\$340.00
33	Spruce Norway	33	\$198.00
34	Spruce Norway	27	\$184.00
37	Spruce Norway	35	\$198.00
38	Spruce Norway	39	\$360.00
40	Spruce Norway	36	\$209.00
41	Pine White	30	\$320.00
42	Pine White	32	\$198.00
44	Pine White	32	\$198.00
47	Pine White	24	\$300.00
51	Pine White	22	\$300.00
55	Pine White	26	\$320.00
56	Pine White	26	\$320.00
57	Pine White	26	\$320.00
59	Pine White	32	\$340.00
60	Pine White	32	\$340.00
61	Spruce Colorado Blue	18	\$235.00
62	Spruce Colorado Blue	16	\$136.00
63	Spruce Colorado Blue	18	\$235.00
64	Spruce Colorado Blue	16	\$136.00
65	Spruce Colorado Blue	24	\$300.00
67	Spruce Colorado Blue	18	\$235.00

Amended Agreement

**TABLE 3
TREES RECOMMENDED FOR NO ACTION**

Tree No.	Tree Species	Height (feet)
N/A	N/A	N/A

**TABLE 4
VALUE OF COMPENSATION/SERVICES**

Category	Service or Payment	Value
Tree Removal	Payment	\$19,200.00
Removed Tree Value	Payment	\$111,030.00
Replacement New Tree Maintenance	Payment	\$4,500.00
Care for Existing Trees	Payment	\$9,392.00
Total Claim Value		\$144,122.00
Additional Compensation -- 15% of Total Claim Value	Payment	\$21,618.30

**TABLE 5
REPLACEMENT VALUE TABLE**

1' H	2-4' H	5-6' H	7-8' H	9-10' H	11-12' H	13-14' H	15-16' H	17-18' H	19-20' H
\$30	\$90	\$230	\$360	\$520	\$650	\$930	\$1,000	\$1,120	\$1,910

ADDENDUM A**RELEASE REGARDING ELECTION TO REMOVE TREES**

This Release Regarding Election to Remove Trees ("Release") is made as of _____, 2012 (the "Effective Date") by E.I. du Pont de Nemours and Company ("DuPont" or "Released Party") in favor of _____, a property owner ("Owner"), for property located at _____ (collectively referred to as "the Parties").

RECITALS

1. Owner had Imprelis® (the "Product") applied to its property during 2011.
2. Damage to certain species of trees was discovered after Product was applied to Owner's property.
3. DuPont instituted a claims process to resolve claims of property owners that Product caused damage to their trees.
4. DuPont has offered to resolve Owner's claim for damage to the trees on its property through an Amended Claim Resolution Agreement ("Amended Agreement").
5. A component of DuPont's offer to resolve Owner's claim is for DuPont to pay for and perform the removal of certain damaged trees on Owner's property.
6. Owner has advised that it does not want DuPont to remove certain damaged trees from its property but would rather receive the funds allocated for removal of the trees in Table 1 and remove those trees itself.
7. Owner has advised that it has the capability to remove the trees in Table 1 of the Amended Agreement itself and that it will abide by DuPont's Removal and Disposal Guidelines, attached hereto as Exhibit "I."
8. This Addendum does not in any way alter the terms and conditions contained in the Amended Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

RELEASE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on Owner's property, and any Imprelis® distributors; and all of their respective principals, agents,

Amended Agreement

officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, and each of them (collectively, the "Released Parties") from any and all liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that Owner has or may in the future have against any Released Party or Parties as related to Imprelis®, the application of Imprelis® to the Owner's property, the removal of any trees on Owner's property, the disposal of any trees removed from Owner's property, or any resulting damage caused by trees which the Owner will be removing from its own property, this Release and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement.

In executing this release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Release was signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Release is made with regard to such possible future discoveries, and the Release cannot be reopened in light of any such future discoveries. Owner understands that it has the right to seek legal counsel of Owner's own choice before signing this Amended Agreement.

COVENANTS

1. Agreement By Owner To Remove and Dispose of Trees in Compliance with DuPont's Tree Removal and Disposal Guidelines: Owner warrants that it will comply with DuPont's Tree Removal and Disposal Guidelines, attached hereto as Exhibit "I" and incorporated herein by this reference.
2. Liability and Indemnity: Owner shall indemnify, defend and hold harmless DuPont, its directors, officers, employees agents and affiliates, from and against any and all losses, claims, obligations, liabilities, penalties, causes of actions, costs and expenses including, without limitation, orders, judgments, fines, and amounts paid in settlement, including reasonable attorneys' fees and expenses, arising directly out of claims or litigation against DuPont and arising specifically from Owner's failure to properly remove or dispose of any trees in compliance with DuPont's Tree Removal And Disposal Guidelines set forth in Exhibit "I" or as a result of any other damages caused by the removal or disposal of the trees set forth in Table 1.
3. Express Waiver of Future Claims: Owner hereby acknowledges that there is a risk that, subsequent to the execution of this Release, Owner may incur, suffer or sustain injuries, losses, damages, costs, attorneys' fees, expenses, or any of these, which are in some way caused by and/or connected with the matters referred to in this Release, or which are unknown or unanticipated at the time this Release is executed, or which are not presently capable of being ascertained. Owner acknowledges that there is a risk that such damages as are presently known may become more serious than Owner now expects or anticipates. Nevertheless, Owner expressly acknowledges that this Release has been negotiated and agreed upon in light of those realizations, and they thereby expressly waive all rights they

Amended Agreement

may have in such unsuspected claims.

DuPont and Owner have fully read and understood the terms and conditions above, and set forth in Exhibit "1" attached hereto, and agree to be bound by them.

IN WITNESS WHEREOF, the Parties have executed this Release as of the Effective Date.

Signed,

E.I. du Pont de Nemours and Company



Carl A. Malatesta
Manager Claims Resolution

**The Undersigned represents that
I have full authority to sign**

Signature

Printed Name

Title (if applicable)

Business Name (if applicable)

Date

EXHIBIT "1" TO ADDENDUM A

DUPONT TREE REMOVAL AND DISPOSAL GUIDELINES

1. Owner will completely remove the Trees set forth in Table 1 of the Amended Agreement from Owner's property, including any associated roots, leaves, needles, soil, turf, or other waste.
2. No tree debris will be left on site.
3. Owner shall dispose of removed trees and any associated roots, leaves, needles, soil, turf, or other waste in a safe and environmentally sound manner in accordance with applicable laws and the specifications set forth herein.
4. Under no circumstances should any tree material be used for mulch or compost or disposed of in facilities that would turn it into compost or mulch (e.g. recycling).
5. Trees that are removed may be used for lumber, firewood, or to fuel various wood burning processes if such usage is otherwise consistent with state, regional, and local regulations. Open burning is also an alternative if approved under local regulations.
6. If not landfilled, excavated soil should be disposed of in locations where it will not impact any other plantings through direct application or runoff. Excavated soil may be used on site as long as it is applied well away from desirable plant root zones.
7. All documentation concerning removal and disposal of trees must be maintained by Owner for a period of 2 (two) years. Documentation includes all invoices, documents showing change of custody of material, receipts for cost of disposal, as well as photographic images showing the disposal process and/or method.

I declare under penalty of perjury that I will abide by the requirements set forth in these Guidelines with regard to removal and disposal of the trees identified in Table 1 of the Amended Agreement.

**The Undersigned represents that
I have full authority to sign**

Signature

Printed Name

Title (if applicable)

Amended Agreement

Business Name (if applicable)

Date

IMPRELIS® Claim Form for Golf Courses

This Imprelis® Claim Form must be completed and postmarked no later

Filed: USBC —
Imprelis, Et Al.
00-00000 (IMP)

0009000162



The Property Location ID is:

A. GOLF COURSE LOCATION:

Golf Course Name: Eagle Crest Golf Club
Address: 1275 S HURON ST. City: YPSILANTI
Address Line 2: _____ State, Zip Code: MI 48197

Contact First Name: Todd Phone Number: (734) 395-8571
Contact Last Name: GENSKE Email Address: _____

Mailing address, if different from above:

Address: _____ City: _____
Address Line 2: _____ State, Zip Code: _____

Please indicate preferred means of contact: Email Phone

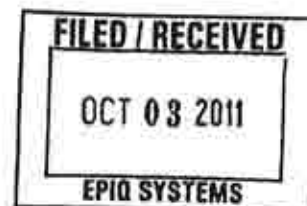
I have confirmed that the property owner has not retained a lawyer related to this claim: Yes

B. IF AN INSURANCE CLAIM HAS BEEN FILED, PROVIDE INFORMATION BELOW:

Insurance Company: _____ Address: _____
Last Name: _____ Address Line 2: _____
First Name: _____ City: _____
Phone Number: _____ State, Zip Code: _____
Email Address: _____ Claim No. (if known): _____

Has the golf course received payment from an insurance company related to impacted trees listed on Tree Detail Listing (Section C of Claim Form)? Yes or No

If yes, please detail amount received, and recipient: _____



C. TREE DETAIL LISTING

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column.			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Matched with Chippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
11		WP		26		3	2	D	N		
12		WP		26		4	2	N/A	N		
13	NS			19		3	2	N/A	N		
14	NS			25		2	4	N/A	N		
15	NS			18		5	3	N/A	N		
16	NS			16		4	2	N/A	N		
17		WR		34		2	2	U	N		
18		WR		31		3	3	U	N		
19		WR		32		1	2	U	N		
20		WP		32		1	6	N/A	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown".

C. TREE DETAIL LISTING

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
21	NS			24		1	6	D	N		
22	NS			34		4	3	D			
23	NS			33		3	4				
24	NS			34		2	3				
25	NS			31		1	8				
26	NS			31		1	4				
27	NS			35		3	5				
28	NS			32		1	4				
29	NS			27		3	5				
30	NS			33		1	5				

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprints® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprints®? (Mark U, D or B)*	Was the Tree Matched with Clippings from Area Treated with Imprints®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
31	NS			24		1	6	N/A	N		
32	NS			34		2	8	U	N		
33	NS			33		1	12	U	N		
34	NS			27		1	9	U	N		
35	NS			27		4	3	N/A	N		
36	NS			33		3	4	D	N		
37	NS			35		1	6	D	N		
38	NS			39		2	8	NA	N		
39	NS			27		3	6	D	N		
40	NS			36		1	7	U	N		

*Note: The U.S. Environmental Protection Agency has requested that DoPort ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Matched with Chippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
41		wp		30		2	1	D	N		
42		wp		32		1	2				
43		wp		28		4	1				
44		wp		32		1	3				
45		wp		26		4	2				
46		wp		28		4	2				
47		wp		24		2	1				
48		wp		28		4	2				
49		wp		24		3	1				
50		wp		26		3	1				

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Matched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
57		WP		22		2	2	D	N		
52		WP		22		3	2	D	N		
53		WP		22		3	2	D	N		
54		WP		23		3	2	D	N		
55		WP		26		2	3	D	N		
56		WP		26		2	4	D	N		
57		WP		26		2	3	N/A	N		
58		WP		34		3	4	N/A	N		
59		WP		32		2	3	N/A	N		
60		WP		32		2	4	N/A	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Chippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
61			Colorado Blue Spruce	18		2	5	N/A	N		
62			Colorado Blue Spruce	16		1	5	N/A	N		
63			Colorado Blue Spruce	18		2	6	N/A	N		
64			Colorado Blue Spruce	16		1	6	N/A	N		
65			Colorado Blue Spruce	24		2	6	D	N		
66			Colorado Blue Spruce	24		3	8	D	N		
67			Colorado Blue Spruce	18		2	7	D	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

D. SITE MAP

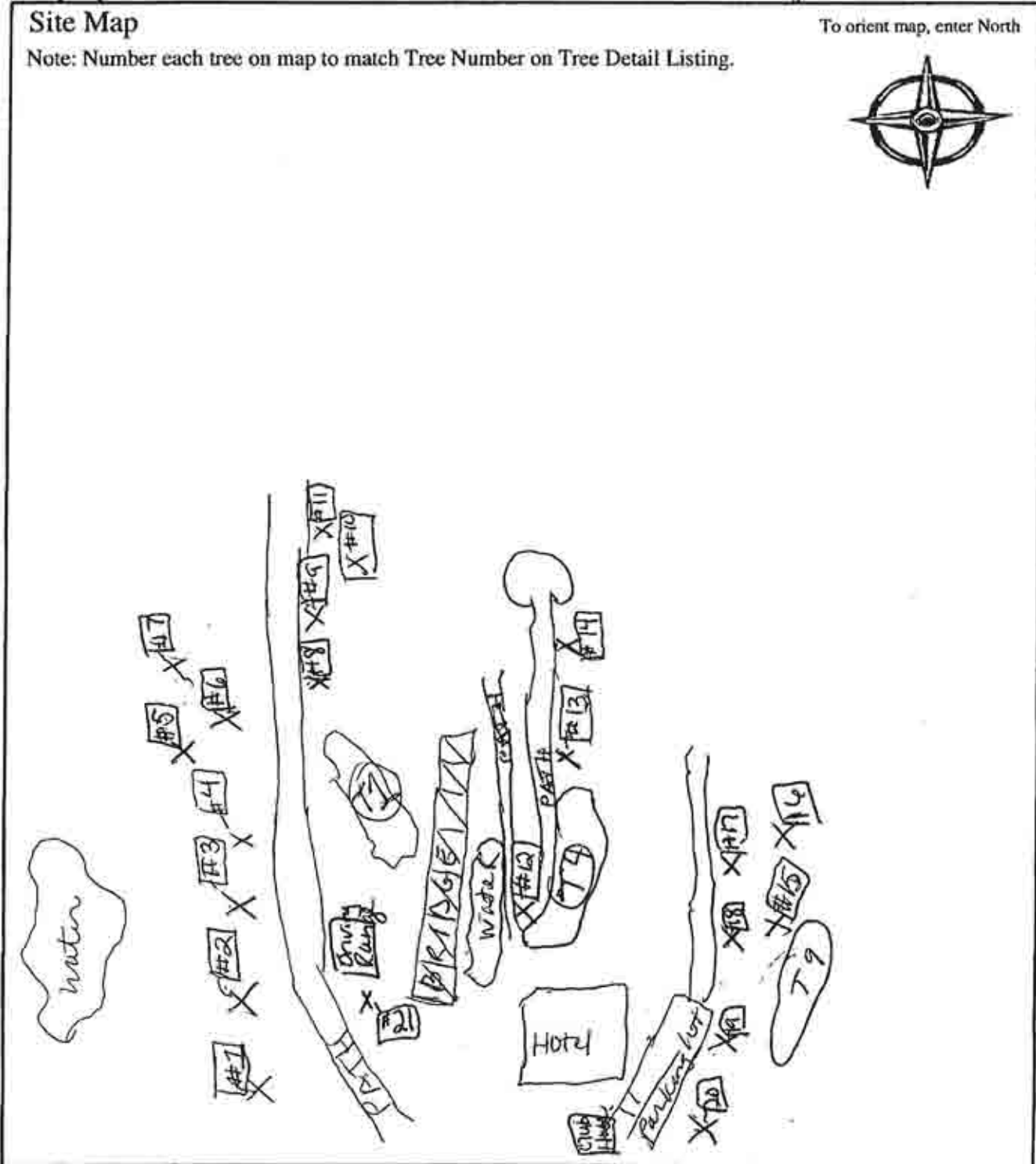
Property Location ID:

pg 1 of 3

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



D. SITE MAP

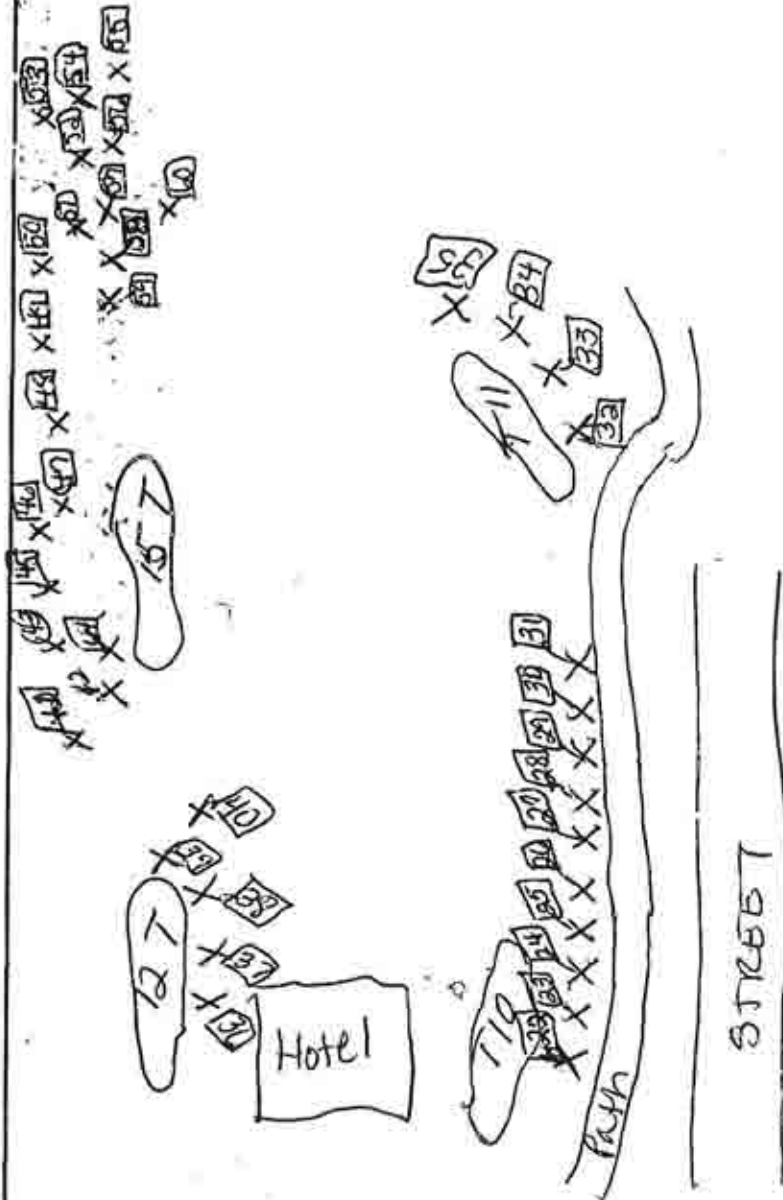
Property Location ID:

243.

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



D. SITE MAP

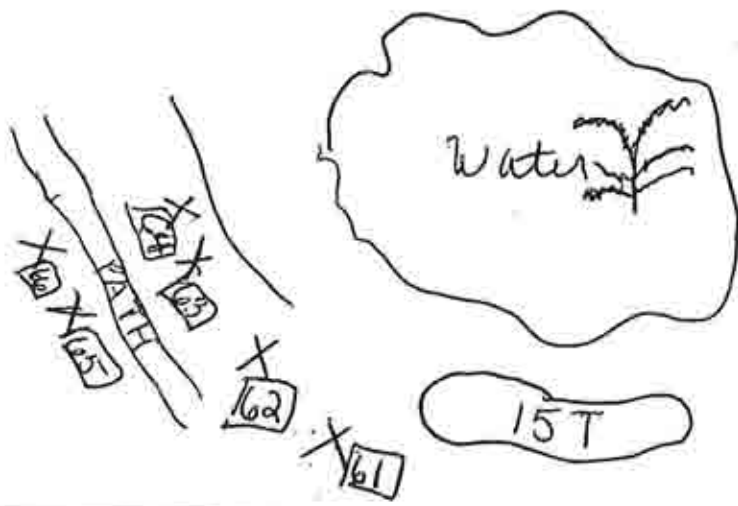
Property Location ID:

3063

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



E. EPA QUESTIONNAIRE:

Property Location ID:

The U.S. Environmental Protection Agency (EPA) has requested that DuPont ask the following questions about this property and trees on this property. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

1. When were adverse impacts attributed to Imprelis® first noticed on this property? Date: June 15, 2011
2. How many applications of Imprelis® occurred on this property before adverse impacts were reported? 1
3. Did irrigation occur on this property after the application of Imprelis®? Yes No Unknown
 - a. If yes, what is the approximate number of gallons of water applied? unknown
 - b. If yes, did the irrigation water come from a recovery reservoir or pond? Yes No Unknown
4. Have you conducted any testing for Imprelis® in soil on this property? Yes No Unknown
 - a. If yes, were any Imprelis® residues detected? Yes No Unknown
5. Have you conducted any testing for Imprelis® in plant tissue collected from this property? Yes No Unknown
 - a. If yes, were any Imprelis® residues detected? Yes No Unknown

F. DECLARATION:

Golf Course Professional – I certify that (a) the information I have provided for this Claim Form is true and correct to the best of my knowledge, information and belief, and (b) Imprelis® was applied during 2011 to the property detailed on this Claim Form.

Date: 9/30/11

Name (please print): TODD GENESKE

Signature: 

Title: GCS.

G. DUPONT REPRESENTATIVE AND GOLF COURSE CONSENT FORM:

Property Location ID:

DuPont Representative – I agree to collect accurate information and documentation relating to trees at the above property location, as authorized, and to provide such information and documentation to DuPont for the purpose of assessing property owner's claims relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will only enter onto property owner's land at mutually agreed upon time(s).

Date: 9-30-2011

Name (please print): Linda Sumpter

Signature: Linda Sumpter

Golf Course Professional – I authorize the DuPont representative to collect information relating to trees at the above property location, including details about and photographs of those trees, and to provide such documentation for purposes of assessing any claim relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will provide the DuPont representative with authorization to access my property for purposes of gathering this information at mutually agreed upon time(s). I understand that collection and provision of this information to DuPont may directly affect the resolution of my claims through DuPont's claims process.

Note: To receive the benefits set forth in the reimbursement plan for your property, you will be required to sign a release that waives your right to file or participate in any lawsuit related to Imprelis®. By signing this Claim Form, however, you are not waiving any rights; you are only permitting DuPont to assess your property and offer you a remediation plan. You may seek the advice of counsel of your choosing at any time during this process.

Date: 9/30/11

Name (please print): TODD GENSKÉ

Signature: Todd Genske

Title: GOLF COURSE SUPERINTENDENT

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

May 29, 2012

VIA UPS OVERNIGHT

EAGLE CREST GOLF CLUB
ATTN: TODD GENSKE
1275 S HURON ST
YPSILANTI, MI 48197

Re: Claim Number(s): 9000162
Property Location: 1275 S HURON ST
YPSILANTI, MI 48197

E.I. du Pont de Nemours and Company ("DuPont") has received your response to the Claim Resolution Agreement dated November 21, 2011. DuPont has taken your response very seriously, and after careful consideration, has prepared the attached Amended Claim Resolution Agreement ("Amended Agreement"). This notice only applies to the property identified above. If you submitted information about other properties, separate notice letters have been or will be issued to you.

If you agree to the terms of the enclosed Amended Agreement, including Addendum A, which is a Release Regarding Election to Remove Trees on your property ("Addendum A"), DuPont offers to:

- Pay you \$19,200.00 to remove the trees in Table 1 of the Amended Agreement in lieu of DuPont removing the trees specified in Table 1 of the Amended Agreement.
- Pay you \$111,030.00 that you can use to arrange for the replacement of those 30 tree(s) should you choose.
- Pay you \$4,500.00 to provide new tree maintenance for your replacement tree(s).
- Pay you \$9,392.00 that you can use to purchase tree care for 37 other tree(s) remaining on your property.
- Give you a limited warranty for damage (if any) to trees caused by Imprelis® arising in the future.
- Pay you an additional \$21,618.30 in compensation.

Detailed information about each of these offers is provided in the enclosed Amended Agreement.

Amended Agreement

In agreeing to accept payment from DuPont relating to trees on your property, you must also agree to several other terms, including, but not limited to, a release waiving your right to file or participate in any lawsuit related to Imprelis[®], an agreement to bring remaining disputes in arbitration, and a waiver of your right to a jury trial. In addition, you must execute Addendum A. Please read the enclosed Amended Agreement, including Addendum A, in its entirety. You may seek the advice of counsel of your choosing at any time before signing the Amended Agreement, including Addendum A.¹

It is our hope to resolve your claim as promptly as possible. If you agree to the terms, please sign where indicated, include a witness signature as required, and return all of the pages of the Amended Agreement (including the Tables) and Addendum A to:

If by regular mail:

Imprelis Claims Resolution Process
c/o Epiq Systems
P.O. Box 4834, Grand Central Station
New York, NY 10163-4834

If by overnight mail:

Imprelis Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

¹ NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis[®] before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis[®] could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in *In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation*, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Liaison Counsel

Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Co-Lead Counsel

- Richard J. Arsenaault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;
- Adam J. Levitt of WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC, 55 West Monroe Street, Suite 1111, Chicago, Illinois 60603, (312) 984-0000;
- Hollis L. Salzman of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. **OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.**

Amended Agreement

To clarify your options regarding replacement trees, you may decide how to use the compensation set forth in the Amended Agreement for replacement trees and are not bound to purchase replacement tree(s). If you do opt to use this compensation to replace trees, the replacement tree or trees of your choosing may be purchased from (a) one of DuPont's designated qualified tree replacers or (b) a tree replacer of the your choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. Not all trees (particularly trees greater than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from your property. If you are unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, you may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if you so choose, you can receive another tree or trees of the same species at the value promised.

Once DuPont receives the signed Amended Agreement, and Addendum A, it will begin the steps outlined in the Amended Agreement. Payments will be made via check and sent to the address indicated at the top of this letter.

DuPont intends for this Amended Agreement to provide resolution of your Imprelis®-related claims and is hopeful that it will meet with your satisfaction. If you have any questions or concerns about the Imprelis® Claims Resolution Process, please contact DuPont at 1-866-796-4783.

Please read this entire Amended Claim Resolution Agreement ("Amended Agreement"), including Addendum A Release Regarding Election to Remove Trees ("Addendum A"), carefully. By signing the Amended Agreement, and Addendum A, you agree to be bound by all of the terms and conditions set forth below.

AMENDED CLAIM RESOLUTION AGREEMENT

This Amended Claim Resolution Agreement ("Amended Agreement") is entered into between E.I. du Pont de Nemours and Company ("DuPont") and an authorized owner of the property at 1275 S HURON ST, YPSILANTI, MI 48197. The authorized Owner ("Owner") represents that he or she holds title to the property at issue, and that all other persons or entities holding a fee simple, leasehold or other possessory interest in the property have authorized Owner to execute this Amended Agreement, and Addendum A, to bind them to the terms thereof, and to make choices about and receive services and payment on their behalf.

TREE REMOVAL AND REPLACEMENT

There may be laws or regulations and/or neighborhood or homeowner association rules that address tree removal or replacement. Before any removal and/or replacement of trees can take place under this Amended Agreement, and Addendum A, Owner must make sure that such action is in compliance with such laws, rules and/or regulations.

REMOVAL OF TREES

Payment: DuPont recommends removal for all trees listed in Table 1. Owner has advised that it does not want DuPont to remove certain damaged trees from its property. Owner has advised that in lieu of removal of the damaged trees by DuPont, it would like to receive payment from DuPont for the value of removal of the damaged trees and it will remove the trees in Table 1 itself. DuPont offers to pay Owner \$19,200.00 in lieu of DuPont removing the trees specified in Table 1. If trees listed in Table 1 have already been removed and disposed of properly, DuPont will pay Owner an amount to compensate Owner for removal of those trees.

Owner has read and agreed to the terms set forth in Addendum A, attached hereto and incorporated herein by this reference, which concerns Owner's preference to be paid in lieu of having DuPont remove the tree(s) specified in Table 1 and Owner's preference to remove the trees in Table 1 itself. Owner recognizes that it must abide by DuPont's Tree Removal and Disposal Guidelines in exchange for DuPont's agreement to pay Owner to remove its own trees.

REPLACEMENT

Payment: DuPont offers to pay Owner \$111,030.00 for the value of the trees listed in Table 1. Owner shall decide how to use this compensation and is not bound to purchase replacement tree(s). If Owner opts to use this compensation to replace trees, replacement tree or trees of the Owner's choosing may be purchased from (a) one of DuPont's designated qualified tree replacers or (b) a tree replacer of the Owner's choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. If Owner decides to purchase replacement

Amended Agreement

tree(s) from a tree replacer other than those listed on the designated qualified tree replacer list, the Limited Warranty for new trees identified below may not apply. Not all trees (particularly trees greater than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from Owner's property. If Owner is unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, Owner may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if Owner so chooses, Owner can receive another tree or trees of the same species at the value promised.

New Tree Maintenance: In addition, DuPont will pay Owner \$150.00 per removed tree for new tree maintenance of any replacement trees.

Qualified Tree Replacer Limited Warranty for Replacement Trees: Each replacement tree planted by DuPont's designated qualified tree replacers will be covered by a two-year replacement guarantee supported by DuPont's designated qualified tree replacers. If Owner believes that the tree replacement guarantee is not being honored by DuPont's designated qualified tree replacers, Owner should contact DuPont at 1-866-796-4783 for assistance.

Any replacement tree will be planted in a workmanlike manner according to standard industry practice. Subject to the limitations below, any replacement tree that does not survive the period extending two years from the date of planting will be replaced by a tree of the same or similar value. A tree will only be replaced once during the warranty period. A new guarantee will not extend to a replacement tree planted during the warranty period.

The warranty excludes any damage to a tree outside of DuPont's designated qualified tree replacers' control and specifically excludes any tree damage resulting from acts of nature such as severe weather conditions, wind, hail, low temperature, drought, flooding, or storm damage; damage caused by humans or animals, including mowing, plowing, digging; damage caused by insects or disease; and damage attributable to an Owner's failure to properly care for a replacement tree, such as improper watering, pruning, and fertilization. The limited warranty provided by DuPont's designated qualified tree replacers excludes any tree damage relating to Imprelis®.

TREE CARE

Payment: DuPont recommends tree care for the trees listed in Table 2, as care is required for these trees to have the best chance to thrive. DuPont will pay Owner \$9,392.00 so that Owner can provide tree care for each of these trees. DuPont recommends that Owner consult an arborist or lawn care professional for assistance in purchasing and/or ascertaining proper tree care for the trees listed in Table 2. Tree care for each tree may include pruning, shaping, watering, insect spraying, and other care.

Reassessment. If a tree receiving tree care remains alive at the end of the DuPont Limited Warranty period set forth below, but Owner reasonably believes that it will not recover because

of its exposure to Imprelis®, DuPont will, at Owner's request, reassess the tree for possible removal and replacement or reasonable compensation. If a tree receiving tree care dies during the DuPont Limited Warranty period set forth below because of its exposure to Imprelis®, DuPont will arrange to remove and replace the tree or provide reasonable compensation for the value of the tree. Owner should make any requests under this subparagraph by calling 1-866-796-4783. DuPont will not be responsible for reassessment, removal, replacement or compensation for any tree for which Owner has failed to provide appropriate care. When requesting reassessment of a tree, Owner agrees to provide adequate documentation, such as receipts, invoices, or other information, to verify that the Owner provided appropriate tree care to the trees identified on Table 2.

Important: If Owner removes (or authorizes anyone else to remove) any tree identified on Table 2 at a future time, Owner agrees that the removal and disposal will be performed in accordance with the instructions listed at www.imprelis-facts.com.

ADDITIONAL PAYMENT

In addition to the above, DuPont will make an additional payment to Owner. The amount of the additional payment is listed in the bottom row of Table 4, and represents 15% of the total value of the other payments and services DuPont is providing. This additional payment of \$21,618.30 is intended to compensate Owner for all other potential Imprelis®-related claims against DuPont that may exist, including but not limited to any claims for loss of aesthetic enjoyment, loss of use, loss in property value, or claimed damage to other trees, shrubs, grasses, or other plants.

DUPONT LIMITED WARRANTY

DuPont warrants against any damage to any tree on Owner's property (including replacement trees) caused by Imprelis® until December 31, 2013, or in the case of replacement trees, until a date two years after the date of planting. In the event that the Owner's property is sold, this limited warranty transfers with the property to the new owner. If Owner believes that a tree covered by this warranty has experienced damage caused by Imprelis®, it shall promptly inform DuPont by sending a letter detailing such damage and the reason Owner believes it is caused by Imprelis® to:

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

This warranty does not apply to trees recommended to receive tree care for which Owner has failed to provide appropriate care.

RELEASE AND NOTICE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on

Amended Agreement

Owner's property, and any Imprelis® distributors; and all of their respective principals, agents, officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, and each of them (collectively, the "Released Parties") from any and all liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that exist between or among Owner and any Released Party or Parties as related to Imprelis® or the application of Imprelis® to the Owner's property, this Amended Agreement, including Addendum A, and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement. This release does not include claims made under the DuPont Limited Warranty.

Owner and DuPont agree that no medical claim has been made or released by Owner that would implicate the Medicare Secondary Payer Act or the Medicare, Medicaid, and SCHIP Extension Act of 2007.

In executing this release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Amended Agreement, and Addendum A, were signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Amended Agreement, and Addendum A, is made with regard to such possible future discoveries, and the Amended Agreement cannot be reopened in light of any such future discoveries.

NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in *In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation*, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Liaison Counsel

- Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Co-Lead Counsel

- Richard J. Arsenault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;

Amended Agreement

- Adam J. Levitt of WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC, 55 West Monroe Street, Suite 1111, Chicago, Illinois 60603, (312) 984-0000;
- Hollis L. Salzman of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released.

OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.

NO ADMISSIONS OR CONCESSIONS

This Amended Agreement, and Addendum A, shall not in any way be construed or deemed to be evidence or an admission or a concession of any fault, liability, fact or amount of damages, or any other matter whatsoever on the part of any party to this Amended Agreement, and Addendum A.

OWNER'S REPRESENTATIONS, COVENANTS, AND WARRANTIES

Owner represents, covenants, and warrants that:

- it has not assigned, transferred, encumbered, or otherwise impaired its rights to settle any claims released by the Amended Agreement, and Addendum A; AND
- it will pay or otherwise resolve all known liens asserted in or arising out of this matter, including any liens asserted by Owner's attorney, insurers or others.

ARBITRATION AGREEMENT

Owner and DuPont agree that any and all claims or disputes of whatever nature between Owner and DuPont and/or any Released Party or Parties that arise out of or relate to Owner's claims, Imprelis®, or this Amended Agreement (including but not limited to those relating to the DuPont Limited Warranty, this Amended Agreement, and Addendum A, and the events surrounding its negotiation and execution) in any way must be resolved through mandatory, binding arbitration, rather than litigation in court. This Amended Agreement, and Addendum A, shall be enforced pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **An arbitrator, not a judge or jury, will decide any dispute. DuPont and Owner hereby specifically waive any right to trial by jury.** If any part of this paragraph is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.

- a) Class Action Waiver. Owner agrees that any and all claims or disputes between it and any Released Party or Parties that arise out of or relate to this Amended Agreement, and Addendum A, (including the DuPont Limited Warranty) in any way will be arbitrated on

Amended Agreement

an individual basis and that there will be no class or representative actions in arbitration. Owner agrees not to participate in a class or representative action against any Released Party or Parties and agrees to affirmatively opt out of such a class, if the class action asserts claims that would fall within the scope of the Release if they were asserted directly by Owner. Owner and DuPont agree that this class action waiver is an essential part of this Amended Agreement, and Addendum A, and that the class action waiver may not be severed from this Amended Agreement, and Addendum A. If this class action waiver is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.

- b) Choice of Arbitrator, Fees and Costs. All arbitrations shall be conducted before the CPR International Institute for Conflict Prevention and Resolution (www.cpradr.org, 1-212-949-6490). The CPR Fast Track Arbitration Rules will apply in any arbitration. Arbitration fees, not including attorney's fees and costs, shall be borne by DuPont.
- c) Limit on Relief in Arbitration. DuPont and Owner agree that an arbitrator may only award such relief as a court of competent jurisdiction could.

MISCELLANEOUS

Mandatory Disclosures. State and local laws may require that Owner disclose to potential buyers the existence of pending Imprelis® claims, as well as the warranties set forth in the Amended Agreement. Owner may consult with an attorney of its choosing at any time regarding disclosure obligations that may arise during sale of this property.

Choice of Law. This Amended Agreement, and Addendum A, are made and shall be construed, interpreted, enforced, and governed in all respects under the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Severance. Aside from specific exceptions explicitly noted in the Amended Agreement, and Addendum A, if any provision, or any portion of any provision, of this Amended Agreement, and Addendum A, is held to be illegal, invalid, or contrary to public policy by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted; neither such provision, nor its severance and deletion, shall affect the validity of the remaining provisions of this Amended Agreement or Addendum A.

Integration. This Amended Agreement, and Addendum A, memorializes and constitutes the entire Amended Agreement and understanding between and among DuPont and Owner, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or unwritten. Owner acknowledges that no Released Party, or any agent or attorney of any Released Party, has made any promise, representation, or warranty whatsoever respecting this Amended Agreement, or Addendum A, and that Owner has not relied on any such promise, representation, or warranty.

Heirs and Successors Bound. This Amended Agreement, and Addendum A, shall be binding

Amended Agreement

Claim Number: 9000162
Page 10

upon and inure to the benefit of DuPont and Owner hereto and their respective heirs, personal representatives, successors and assigns, and any corporation, partnership or other entity into or with which any party hereto may merge, consolidate or reorganize.

DuPont and Owner have fully read and understood the terms and conditions above, and agree to be bound by them.

Signed,

E.I. du Pont de Nemours and Company

A handwritten signature in black ink, appearing to read "Carl A. Malatesta". The signature is written in a cursive, flowing style.

Carl A. Malatesta
Manager Claims Resolution

Amended Agreement

Authorized Property Owner

If signature is by a trustee, executor, administrator, attorney-in-fact, officer of a corporation or other acting in a fiduciary or representative capacity, it must be so indicated and **proper evidence of authority satisfactory to DuPont, must be submitted**. A tax identification number **must** be provided for all non-residential properties, including golf courses, corporations, and companies.

The Property Owner must have a witness present when signing this Amended Agreement. The witness must then sign the signature line below and provide the specified contact information. The Owner must return all pages of the Amended Agreement (including the Tables).

The Undersigned represents that
I have full authority to sign

Witness

Signature

Signature

Printed Name

Printed Name

Title (if applicable)

Date

Business Name (if applicable)

Address

Social Security or Tax ID No.
Required for Payment Purposes

City, State Zip

Date

Telephone Number

Amended Agreement

**TABLE 1
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT**

Tree No.	Tree Species	Height (feet)	Removed Tree Value
2	Pine White	24	\$3,000.00
3	Pine White	23	\$3,000.00
5	Pine White	27	\$4,000.00
6	Pine White	28	\$4,000.00
8	Pine White	26	\$3,500.00
9	Pine White	33	\$5,500.00
11	Pine White	26	\$3,500.00
12	Pine White	26	\$3,500.00
13	Spruce Norway	19	\$1,910.00
15	Spruce Norway	18	\$1,120.00
16	Spruce Norway	16	\$1,000.00
18	Pine White	31	\$5,000.00
22	Spruce Norway	34	\$5,500.00
23	Spruce Norway	33	\$5,500.00
27	Spruce Norway	35	\$6,000.00
29	Spruce Norway	27	\$4,000.00
35	Spruce Norway	27	\$4,000.00
36	Spruce Norway	33	\$5,500.00
39	Spruce Norway	27	\$4,000.00
43	Pine White	28	\$4,000.00
45	Pine White	26	\$3,500.00
46	Pine White	28	\$4,000.00
48	Pine White	24	\$3,000.00
49	Pine White	24	\$3,000.00

Amended Agreement

**TABLE 1 - (Continued)
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT**

Tree No.	Tree Species	Height (feet)	Removed Tree Value
50	Pine White	26	\$3,500.00
52	Pine White	22	\$2,500.00
53	Pine White	22	\$2,500.00
54	Pine White	23	\$3,000.00
58	Pine White	34	\$5,500.00
66	Spruce Colorado Blue	24	\$3,000.00

**TABLE 2
TREES RECOMMENDED FOR CARE**

Tree No.	Tree Species	Height (feet)	Service Value
1	Pine White	28	\$184.00
4	Pine White	24	\$300.00
7	Pine White	26	\$320.00
10	Pine White	27	\$320.00
14	Spruce Norway	25	\$320.00
17	Pine White	34	\$340.00
19	Pine White	32	\$198.00
20	Pine White	32	\$198.00
21	Spruce Norway	24	\$174.00
24	Spruce Norway	34	\$340.00
25	Spruce Norway	31	\$198.00
26	Spruce Norway	31	\$198.00
28	Spruce Norway	32	\$198.00
30	Spruce Norway	33	\$198.00
31	Spruce Norway	26	\$184.00

Amended Agreement

**TABLE 2 - (Continued)
TREES RECOMMENDED FOR CARE**

Tree No.	Tree Species	Height (feet)	Service Value
32	Spruce Norway	34	\$340.00
33	Spruce Norway	33	\$198.00
34	Spruce Norway	27	\$184.00
37	Spruce Norway	35	\$198.00
38	Spruce Norway	39	\$360.00
40	Spruce Norway	36	\$209.00
41	Pine White	30	\$320.00
42	Pine White	32	\$198.00
44	Pine White	32	\$198.00
47	Pine White	24	\$300.00
51	Pine White	22	\$300.00
55	Pine White	26	\$320.00
56	Pine White	26	\$320.00
57	Pine White	26	\$320.00
59	Pine White	32	\$340.00
60	Pine White	32	\$340.00
61	Spruce Colorado Blue	18	\$235.00
62	Spruce Colorado Blue	16	\$136.00
63	Spruce Colorado Blue	18	\$235.00
64	Spruce Colorado Blue	16	\$136.00
65	Spruce Colorado Blue	24	\$300.00
67	Spruce Colorado Blue	18	\$235.00

Amended Agreement

**TABLE 3
TREES RECOMMENDED FOR NO ACTION**

Tree No.	Tree Species	Height (feet)
N/A	N/A	N/A

**TABLE 4
VALUE OF COMPENSATION/SERVICES**

Category	Service or Payment	Value
Tree Removal	Payment	\$19,200.00
Removed Tree Value	Payment	\$111,030.00
Replacement New Tree Maintenance	Payment	\$4,500.00
Care for Existing Trees	Payment	\$9,392.00
Total Claim Value		\$144,122.00
Additional Compensation -- 15% of Total Claim Value	Payment	\$21,618.30

**TABLE 5
REPLACEMENT VALUE TABLE**

1' H	2-4' H	5-6' H	7-8' H	9-10' H	11-12' H	13-14' H	15-16' H	17-18' H	19-20' H
\$30	\$90	\$230	\$360	\$520	\$650	\$930	\$1,000	\$1,120	\$1,910

ADDENDUM A**RELEASE REGARDING ELECTION TO REMOVE TREES**

This Release Regarding Election to Remove Trees ("Release") is made as of _____, 2012 (the "Effective Date") by E.I. du Pont de Nemours and Company ("DuPont" or "Released Party") in favor of _____, a property owner ("Owner"), for property located at _____ (collectively referred to as "the Parties").

RECITALS

1. Owner had Imprelis® (the "Product") applied to its property during 2011.
2. Damage to certain species of trees was discovered after Product was applied to Owner's property.
3. DuPont instituted a claims process to resolve claims of property owners that Product caused damage to their trees.
4. DuPont has offered to resolve Owner's claim for damage to the trees on its property through an Amended Claim Resolution Agreement ("Amended Agreement").
5. A component of DuPont's offer to resolve Owner's claim is for DuPont to pay for and perform the removal of certain damaged trees on Owner's property.
6. Owner has advised that it does not want DuPont to remove certain damaged trees from its property but would rather receive the funds allocated for removal of the trees in Table 1 and remove those trees itself.
7. Owner has advised that it has the capability to remove the trees in Table 1 of the Amended Agreement itself and that it will abide by DuPont's Removal and Disposal Guidelines, attached hereto as Exhibit "I."
8. This Addendum does not in any way alter the terms and conditions contained in the Amended Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

RELEASE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on Owner's property, and any Imprelis® distributors; and all of their respective principals, agents,

Amended Agreement

officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, and each of them (collectively, the "Released Parties") from any and all liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that Owner has or may in the future have against any Released Party or Parties as related to Imprelis®, the application of Imprelis® to the Owner's property, the removal of any trees on Owner's property, the disposal of any trees removed from Owner's property, or any resulting damage caused by trees which the Owner will be removing from its own property, this Release and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement.

In executing this release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Release was signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Release is made with regard to such possible future discoveries, and the Release cannot be reopened in light of any such future discoveries. Owner understands that it has the right to seek legal counsel of Owner's own choice before signing this Amended Agreement.

COVENANTS

1. Agreement By Owner To Remove and Dispose of Trees in Compliance with DuPont's Tree Removal and Disposal Guidelines: Owner warrants that it will comply with DuPont's Tree Removal and Disposal Guidelines, attached hereto as Exhibit "I" and incorporated herein by this reference.
2. Liability and Indemnity: Owner shall indemnify, defend and hold harmless DuPont, its directors, officers, employees agents and affiliates, from and against any and all losses, claims, obligations, liabilities, penalties, causes of actions, costs and expenses including, without limitation, orders, judgments, fines, and amounts paid in settlement, including reasonable attorneys' fees and expenses, arising directly out of claims or litigation against DuPont and arising specifically from Owner's failure to properly remove or dispose of any trees in compliance with DuPont's Tree Removal And Disposal Guidelines set forth in Exhibit "I" or as a result of any other damages caused by the removal or disposal of the trees set forth in Table 1.
3. Express Waiver of Future Claims: Owner hereby acknowledges that there is a risk that, subsequent to the execution of this Release, Owner may incur, suffer or sustain injuries, losses, damages, costs, attorneys' fees, expenses, or any of these, which are in some way caused by and/or connected with the matters referred to in this Release, or which are unknown or unanticipated at the time this Release is executed, or which are not presently capable of being ascertained. Owner acknowledges that there is a risk that such damages as are presently known may become more serious than Owner now expects or anticipates. Nevertheless, Owner expressly acknowledges that this Release has been negotiated and agreed upon in light of those realizations, and they thereby expressly waive all rights they

Amended Agreement

may have in such unsuspected claims.

DuPont and Owner have fully read and understood the terms and conditions above, and set forth in Exhibit "I" attached hereto, and agree to be bound by them.

IN WITNESS WHEREOF, the Parties have executed this Release as of the Effective Date.

Signed,

E.I. du Pont de Nemours and Company



Carl A. Malatesta
Manager Claims Resolution

**The Undersigned represents that
I have full authority to sign**

Signature

Printed Name

Title (if applicable)

Business Name (if applicable)

Date

EXHIBIT "1" TO ADDENDUM A

DUPONT TREE REMOVAL AND DISPOSAL GUIDELINES

1. Owner will completely remove the Trees set forth in Table 1 of the Amended Agreement from Owner's property, including any associated roots, leaves, needles, soil, turf, or other waste.
2. No tree debris will be left on site.
3. Owner shall dispose of removed trees and any associated roots, leaves, needles, soil, turf, or other waste in a safe and environmentally sound manner in accordance with applicable laws and the specifications set forth herein.
4. Under no circumstances should any tree material be used for mulch or compost or disposed of in facilities that would turn it into compost or mulch (e.g. recycling).
5. Trees that are removed may be used for lumber, firewood, or to fuel various wood burning processes if such usage is otherwise consistent with state, regional, and local regulations. Open burning is also an alternative if approved under local regulations.
6. If not landfilled, excavated soil should be disposed of in locations where it will not impact any other plantings through direct application or runoff. Excavated soil may be used on site as long as it is applied well away from desirable plant root zones.
7. All documentation concerning removal and disposal of trees must be maintained by Owner for a period of 2 (two) years. Documentation includes all invoices, documents showing change of custody of material, receipts for cost of disposal, as well as photographic images showing the disposal process and/or method.

I declare under penalty of perjury that I will abide by the requirements set forth in these Guidelines with regard to removal and disposal of the trees identified in Table 1 of the Amended Agreement.

**The Undersigned represents that
I have full authority to sign**

Signature

Printed Name

Title (if applicable)

Amended Agreement

Business Name (if applicable)

Date

IMPRELIS® Claim Form for Golf Courses

This Imprelis® Claim Form must be completed and postmarked no later

Filed: USBC —
Imprelis, Et Al.
00-00000 (IMP)

0009000162



The Property Location ID is:

A. GOLF COURSE LOCATION:

Golf Course Name: Eagle Crest Golf Club
Address: 1275 S HURON ST. City: YPSILANTI
Address Line 2: _____ State, Zip Code: MI 48197

Contact First Name: Todd Phone Number: (734) 395-8571
Contact Last Name: GENSKE Email Address: _____

Mailing address, if different from above:

Address: _____ City: _____
Address Line 2: _____ State, Zip Code: _____

Please indicate preferred means of contact: Email Phone

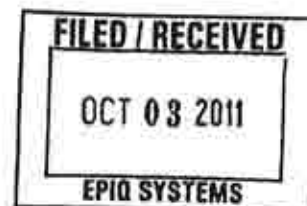
I have confirmed that the property owner has not retained a lawyer related to this claim: Yes

B. IF AN INSURANCE CLAIM HAS BEEN FILED, PROVIDE INFORMATION BELOW:

Insurance Company: _____ Address: _____
Last Name: _____ Address Line 2: _____
First Name: _____ City: _____
Phone Number: _____ State, Zip Code: _____
Email Address: _____ Claim No. (if known): _____

Has the golf course received payment from an insurance company related to impacted trees listed on Tree Detail Listing (Section C of Claim Form)? Yes or No

If yes, please detail amount received, and recipient: _____



C. TREE DETAIL LISTING

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column.			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Matched with Chippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
11		WP		26		3	2	D	N		
12		WP		26		4	2	N/A	N		
13	NS			19		3	2	N/A	N		
14	NS			25		2	4	N/A	N		
15	NS			18		5	3	N/A	N		
16	NS			16		4	2	N/A	N		
17		WR		34		2	2	U	N		
18		WR		31		3	3	U	N		
19		WR		32		1	2	U	N		
20		WP		32		1	6	N/A	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown".

C. TREE DETAIL LISTING

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
21	NS			24		1	6	D	N		
22	NS			34		4	3	D			
23	NS			33		3	4				
24	NS			34		2	3				
25	NS			31		1	8				
26	NS			31		1	4				
27	NS			35		3	5				
28	NS			32		1	4				
29	NS			27		3	5				
30	NS			33		1	10				

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprints® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprints®? (Mark U, D or B)*	Was the Tree Matched with Clippings from Area Treated with Imprints®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
31	NS			24		1	6	N/A	N		
32	NS			34		2	8	U	N		
33	NS			33		1	12	U	N		
34	NS			27		1	9	U	N		
35	NS			27		4	3	N/A	N		
36	NS			33		3	4	D	N		
37	NS			35		1	6	D	N		
38	NS			39		2	8	NA	N		
39	NS			27		3	6	D	N		
40	NS			36		1	7	U	N		

*Note: The U.S. Environmental Protection Agency has requested that DoPort ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Matched with Chippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
41		wp		30		2	1	D	N		
42		wp		32		1	2				
43		wp		28		4	1				
44		wp		32		1	3				
45		wp		26		4	2				
46		wp		28		4	2				
47		wp		24		2	1				
48		wp		28		4	2				
49		wp		24		3	1				
50		wp		26		3	1				

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Matched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
57		WP		22		2	2	D	N		
52		WP		22		3	2	D	N		
53		WP		22		3	2	D	N		
54		WP		23		3	2	D	N		
55		WP		26		2	3	D	N		
56		WP		26		2	4	D	N		
57		WP		26		2	3	N/A	N		
58		WP		34		3	4	N/A	N		
59		WP		32		2	3	N/A	N		
60		WP		32		2	4	N/A	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upright or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Matched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
61			Colorado Blue Spruce	18		2	5	N/A	N		
62			Colorado Blue Spruce	16		1	5	N/A	N		
63			Colorado Blue Spruce	18		2	6	N/A	N		
64			Colorado Blue Spruce	16		1	6	N/A	N		
65			Colorado Blue Spruce	24		2	6	D	N		
66			Colorado Blue Spruce	24		3	8	D	N		
67			Colorado Blue Spruce	18		2	7	D	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

D. SITE MAP

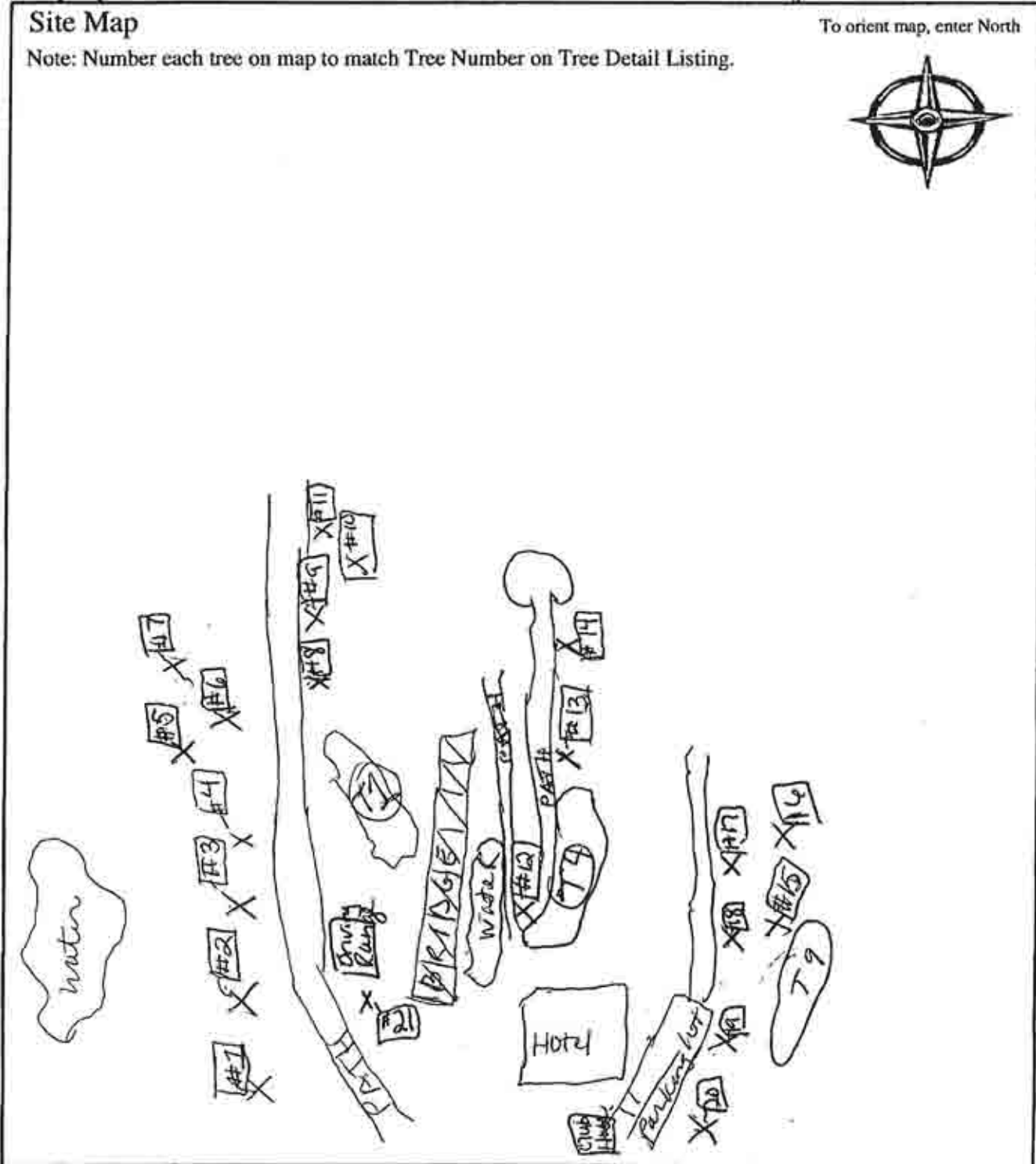
Property Location ID:

pg 1 of 3

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



D. SITE MAP

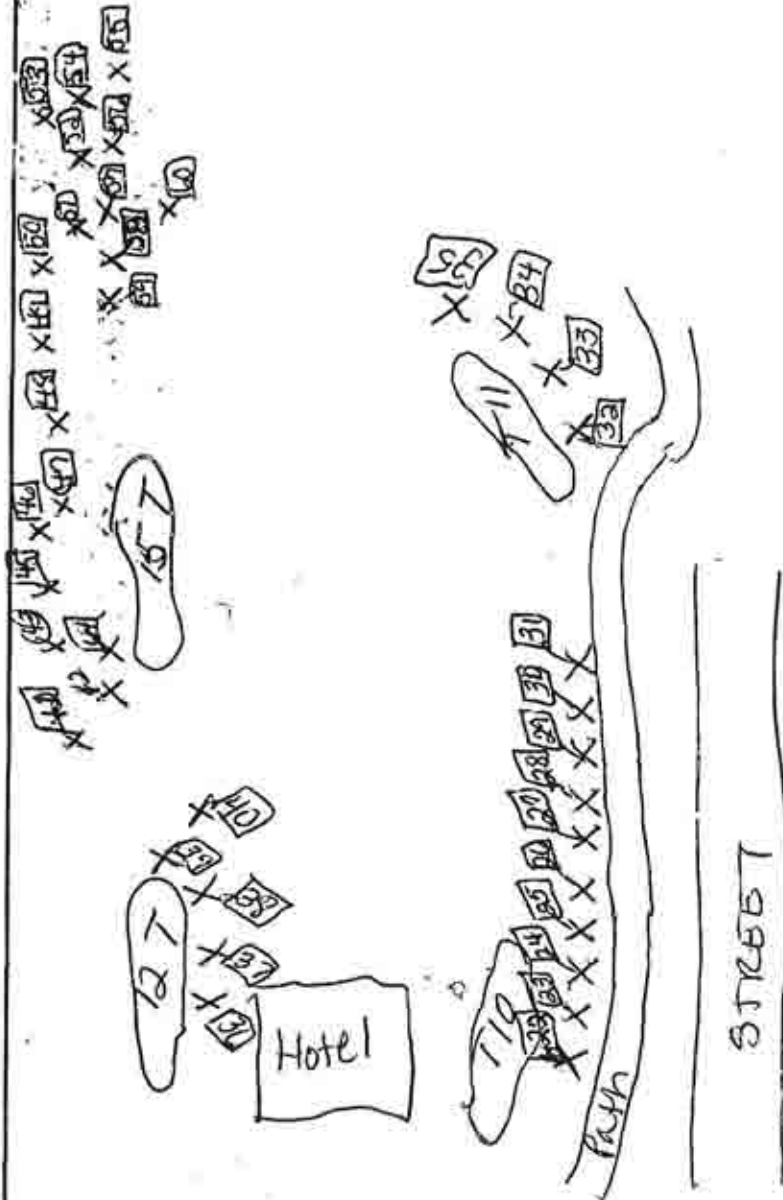
Property Location ID:

243.

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



D. SITE MAP

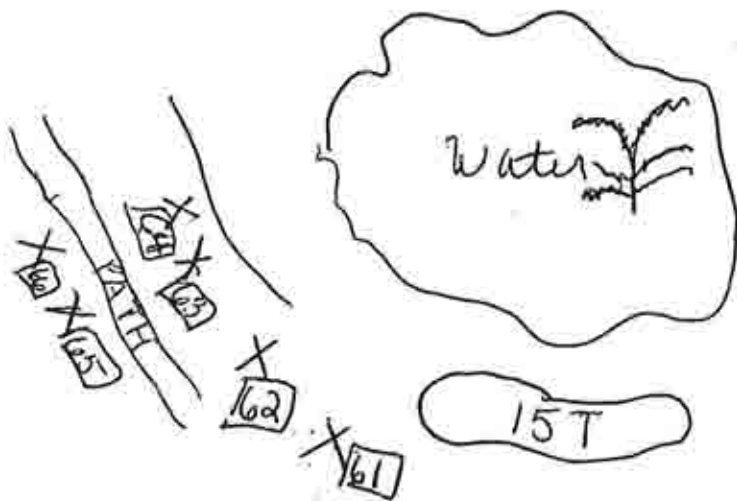
Property Location ID:

3063

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



E. EPA QUESTIONNAIRE:

Property Location ID:

The U.S. Environmental Protection Agency (EPA) has requested that DuPont ask the following questions about this property and trees on this property. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

1. When were adverse impacts attributed to Imprelis® first noticed on this property? Date: June 15, 2011
2. How many applications of Imprelis® occurred on this property before adverse impacts were reported? 1
3. Did irrigation occur on this property after the application of Imprelis®? Yes No Unknown
 - a. If yes, what is the approximate number of gallons of water applied? unknown
 - b. If yes, did the irrigation water come from a recovery reservoir or pond? Yes No Unknown
4. Have you conducted any testing for Imprelis® in soil on this property? Yes No Unknown
 - a. If yes, were any Imprelis® residues detected? Yes No Unknown
5. Have you conducted any testing for Imprelis® in plant tissue collected from this property? Yes No Unknown
 - a. If yes, were any Imprelis® residues detected? Yes No Unknown

F. DECLARATION:

Golf Course Professional – I certify that (a) the information I have provided for this Claim Form is true and correct to the best of my knowledge, information and belief, and (b) Imprelis® was applied during 2011 to the property detailed on this Claim Form.

Date: 9/30/11

Name (please print): TODD GENESKE

Signature: 

Title: GCS.

G. DUPONT REPRESENTATIVE AND GOLF COURSE CONSENT FORM:

Property Location ID:

DuPont Representative – I agree to collect accurate information and documentation relating to trees at the above property location, as authorized, and to provide such information and documentation to DuPont for the purpose of assessing property owner's claims relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will only enter onto property owner's land at mutually agreed upon time(s).

Date: 9-30-2011

Name (please print): Linda Sumpter

Signature: Linda Sumpter

Golf Course Professional – I authorize the DuPont representative to collect information relating to trees at the above property location, including details about and photographs of those trees, and to provide such documentation for purposes of assessing any claim relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will provide the DuPont representative with authorization to access my property for purposes of gathering this information at mutually agreed upon time(s). I understand that collection and provision of this information to DuPont may directly affect the resolution of my claims through DuPont's claims process.

Note: To receive the benefits set forth in the reimbursement plan for your property, you will be required to sign a release that waives your right to file or participate in any lawsuit related to Imprelis®. By signing this Claim Form, however, you are not waiving any rights; you are only permitting DuPont to assess your property and offer you a remediation plan. You may seek the advice of counsel of your choosing at any time during this process.

Date: 9/30/11

Name (please print): TODD GENSKÉ

Signature: Todd Genske

Title: GOLF COURSE SUPERINTENDENT

CHARTER TOWNSHIP OF YPSILANTI

2013 BUDGET AMENDMENT #5

March 25, 2013

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

Total Increase \$261,000.00

Increase budget line item stated below for road improvement agreement for Nancy Park Subdivision (streets listed in agreement) estimated project cost of \$261,000 with an estimated reimbursement from CDBG grant program of \$133,000. To be funded by CDBG Grant of \$133,000 and \$128,000 will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	CDBG Grant	212-000-000-531.000	\$133,000.00
	Prior Year Fund Balance	212-000-000-699.000	\$128,000.00
		Net Revenues	<u>\$261,000.00</u>
Expenditures:	Highway & ST-Road Construction	212-970-000-818.022	\$261,000.00
		Net Expenditures	<u>\$261,000.00</u>

Motion to Amend the 2013 Budget (#5):

Move to increase the Bike, Sidewalk, Rec Road, GF Fund budget by \$261,000 to \$3,556,964 and approve the department line item changes as outlined.



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY
Local Governing Body:
Date Received:
Application No:
State:
Date Received:
Application No:
Approved: Rejected:

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: Butzin Michael W
Last First Initial

(If more than two see #15) Butzin Susan A.
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

[X] Married [] Single

2. Mailing Address: 7672 Burton Rd Upsilanti MI 48197
Street City State Zip Code

3. Telephone Number: (Area Code) (734) 483-6182

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (734) 646-3856

5. E-mail address:

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Washtenaw 7. Township, City or Village: Upsilanti

8. Section No. 34 Town No. T.35 Range No. R7E

III. Legal Information:

- 9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)
10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? [] Yes [X] No
If "Yes", please explain circumstances:

12. Does the applicant own the mineral rights? [X] Yes [] No
If owned by the applicant, are the mineral rights leased? [] Yes [X] No
Indicate who owns or is leasing rights if other than the applicant:
Name the types of mineral(s) involved:

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: [] Yes [X] No If "Yes", indicate to whom, for what purpose and the number of acres involved:

14. Is land being purchased under land contract [] Yes [X] No: If "Yes", indicate vendor (sellers):
Name:
Address:

Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

- 2 or more persons having a joint or common interest in the land
- Corporation Limited Liability Company Partnership
- Estate Trust Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- a. 40 acres or more —————> complete only Section 16 (a thru g);
- b. 5 acres or more but less than 40 acres —————> complete only Sections 16 and 17; or
- c. a specialty farm —————> complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

cash grain

b. Total number of acres on this farm: 75.88

c. Total number of acres being applied for (if different than above): 75.88

d. Acreage in cultivation: 68.09

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 0

f. All other acres (swamp, woods, etc.) 7.79

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 0 Residence: _____ Barn: _____ Tool Shed: _____

Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____

Poultry House: _____ Milking Parlor: _____ Milk House: _____

Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application **from the sale of agricultural products (not from rental income):**

\$ _____ : _____ = \$ _____ (per acre)
total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by the Michigan Department of Agriculture, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDA staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 20 years

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

x Michael W. Burtz
(Signature of Applicant)

(Corporate Name, If Applicable)

x Susan A. Burtz
(Co-owner, If Applicable)

(Signature of Corporate Officer)

2-20-2013
(Date)

(Title)

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 02-20-2013 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: Charter Township of Lpsilanti
 County Township City Village

This application is approved, rejected Date of approval or rejection: 03-25-13

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: Karen Jaremy Kap

Property Appraisal: \$ 500,800.00 is the current fair market value of the real property in this application.

II. Please verify the following:

Upon filing an application, clerk issues receipt to the landowner indicating date received.

Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

Note: Review Agencies have 30 days in which to respond before local governing body can proceed.

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDA-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

<p>Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):</p> <p>COPY SENT TO:</p> <p><input checked="" type="checkbox"/> County or Regional Planning Commission</p> <p><input checked="" type="checkbox"/> Conservation District</p> <p>____ Township (if county has zoning authority)</p> <p>____ City (if land is within 3 miles of city boundary)</p> <p>____ Village (if land is within 1 mile of village boundary)</p>	<p>Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:</p> <p><input checked="" type="checkbox"/> Copy of Deed or Land Contract (most recent - showing <u>current ownership</u>)</p> <p><input checked="" type="checkbox"/> Copy of most recent Tax Bill (must include <u>tax description</u> of property)</p> <p><input checked="" type="checkbox"/> Map of Farm</p> <p><input checked="" type="checkbox"/> Copy of most recent appraisal record</p> <p><input checked="" type="checkbox"/> Copy of letters from review agencies (if available)</p> <p>____ Any other applicable documents</p>
---	---

Questions? Please call Farmland Preservation at (517) 373-3328

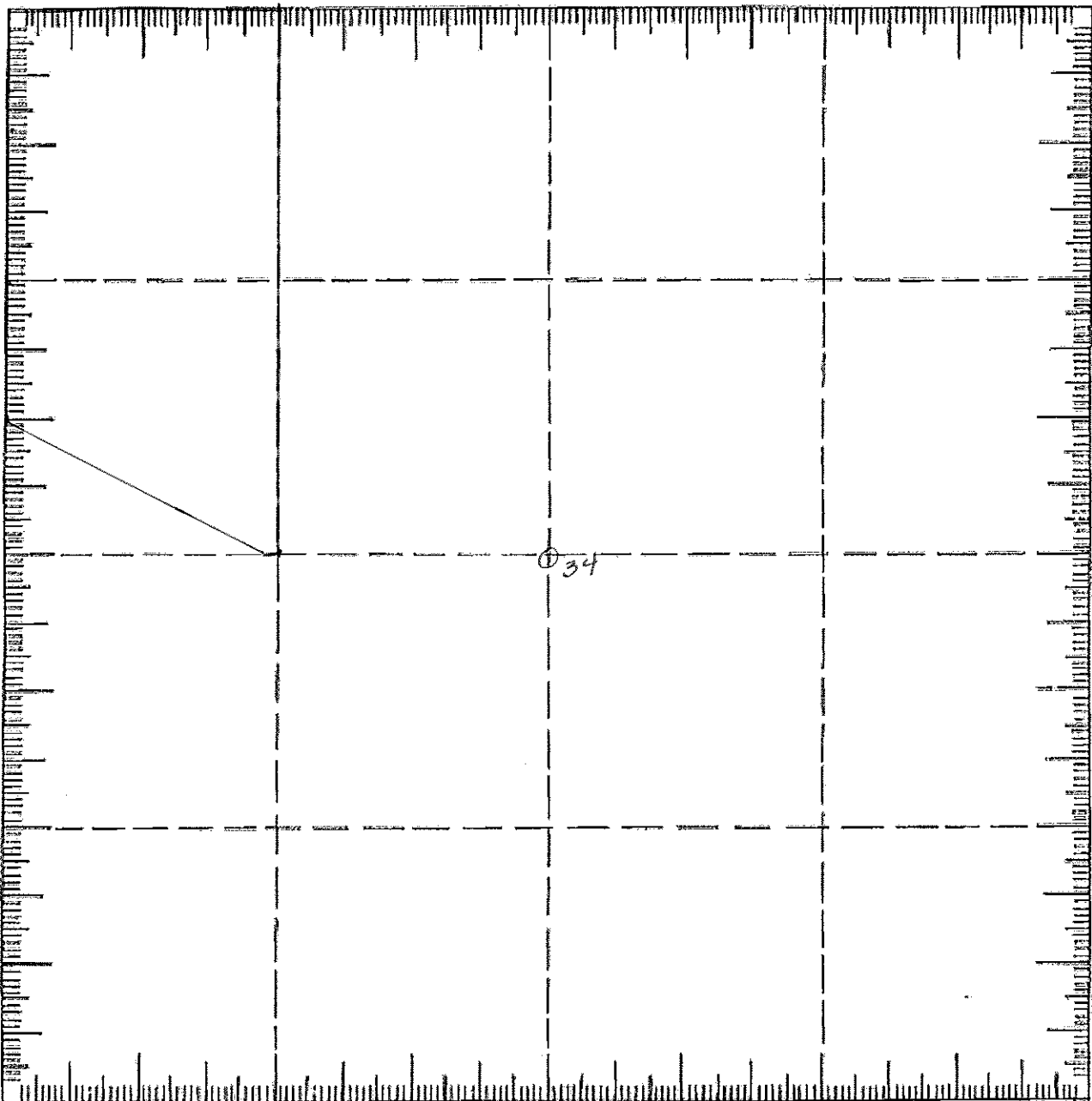
Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County Washitana
Township Upsilon
T 35 R 7E Section 34

↑ North



WARRANTY DEED.

(Unplatted Land)

Drafted By:
Howard Fingerroot,
DPG - Malik LLC
28800 Orchard Lake Rd, Suite 200
Farmington Hills, MI 48334

Return To:
Michael W. Butzin
7672 Bunton Road
Ypsilanti, MI 48197

Send Tax Bills To:
Michael W. Butzin
7672 Bunton Road
Ypsilanti, MI 48197

Recording Fee: \$21.00
File Number: 612295

State Transfer Tax: \$SEE RETVA
County Transfer Tax: \$SEE RETVA

Tax Parcel No.: K -11-34-200-002

Know All Persons by These Presents: That **DPG - Malik LLC**, a Michigan limited liability company whose address is 28800 Orchard Lake Rd, Suite 200, Farmington Hills, MI 48334

Convey(s) and Warrant(s) to **Michael W. Butzin and Susan A. Butzin, husband and wife** whose address is 7672 Bunton Road, Ypsilanti, MI 48197

the following described premises situated in the Township of **Ypsilanti**, County of **Washtenaw**, State of Michigan, to wit:

(SEE ATTACHED EXHIBIT A)

More commonly known as: **Martz Road, Ypsilanti, MI**

Sales Price: \$ 1.00 One and 00/100 Dollar (See Real Estate Valuation Affidavit Filed)

Subject To:

Existing building and use restrictions, easements of record, and zoning ordinances, if any.

If the property conveyed is unplatted, the following applies:



First American Title Insurance Company

The grantor grants to the grantee the right to make _____ division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. **(If no number is inserted, the right to make divisions stays with the portion of the parent tract retained by the grantor; if all of the parent tract is conveyed, then all division rights are granted.)** This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

(Attached to and becoming a part of Warranty Deed dated: January 18, 2013 between DPG - Malik LLC, a Michigan limited liability company, as Seller(s) and Michael W. Butzin and Susan A. Butzin, husband and wife, as Purchaser(s).)

Dated this January 18, 2013.

Seller(s):

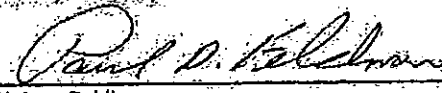
DPG - Malik LLC, a Michigan limited liability company

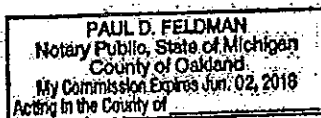
By: Diversified Property Group, LLC, a Delaware limited liability company Its: Member


By: Howard Fingerroot, Manager

State of Michigan
County of OAKLAND

The foregoing Instrument was acknowledged before me this January 18, 2013 by Howard Fingerroot, Manager for Diversified Property Group, LLC, a Delaware limited liability company, Member for DPG - Malik LLC, a Michigan limited liability company.


Notary Public:
Notary County/State: /
County Acting In:
Commission Expires:



(Attached to and becoming a part of Warranty Deed dated: January 18, 2013 between DPG - Malik LLC, a Michigan limited liability company, as Seller(s) and Michael W. Butzin and Susan A. Butzin, husband and wife, as Purchaser(s).)

EXHIBIT A

Land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows:

The West 1/2 of the Northwest 1/4, except 14 acres in the Southwest corner, said 14 acres described as beginning at the West 1/4 post of section, thence East 1227.56 feet in the East and West 1/4 line, thence Northwesterly to a point on the West line of section; thence South 1024.18 feet in the West line of section to the point of beginning; all of said land being located in Section 34, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan.

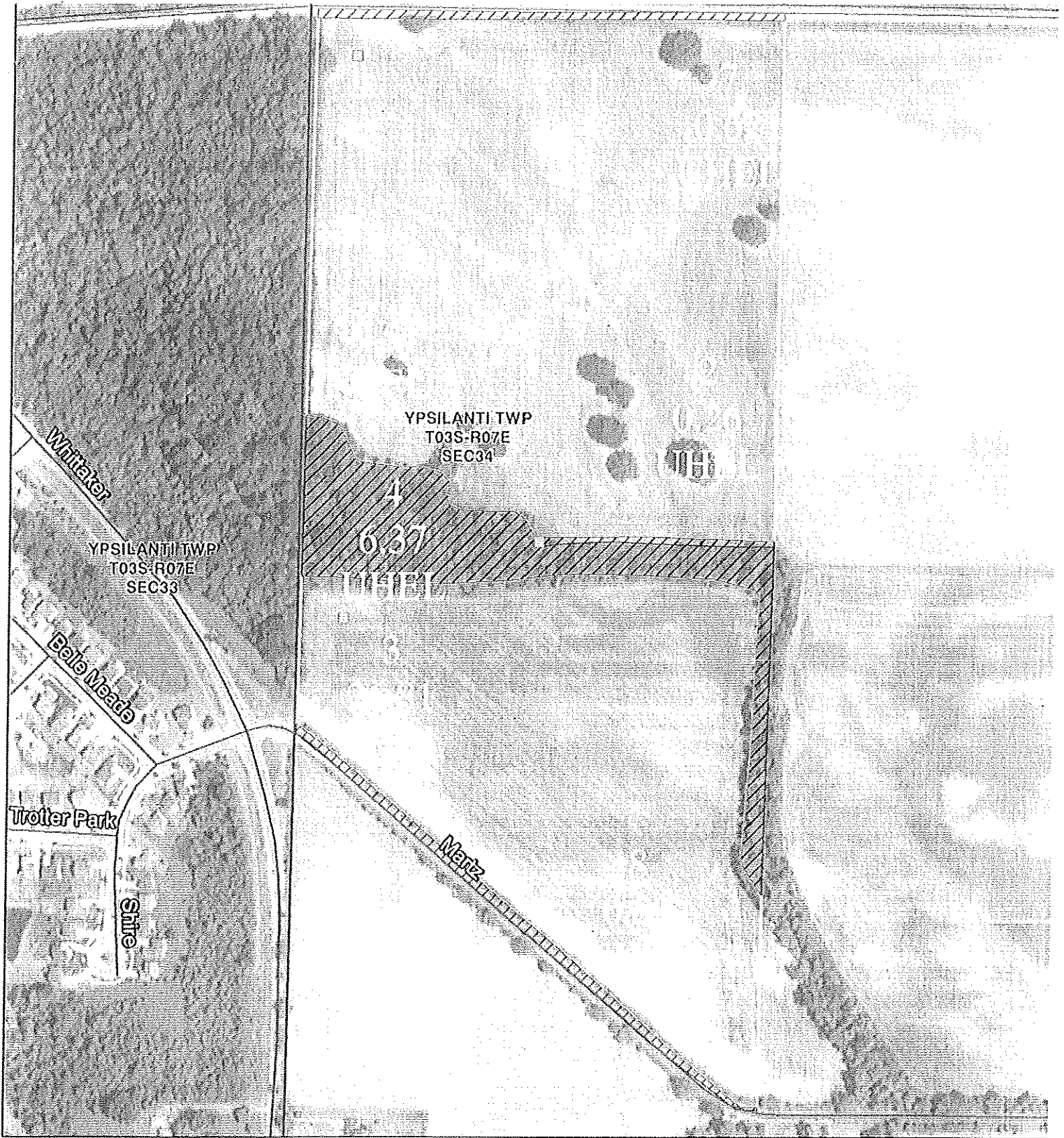
Also described as:

A part of the Northwest corner of Section 34, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, more particularly described as: Beginning at the Northwest corner of said Section 34, thence North 89 degrees 04 minutes 05 seconds East, 1318.44 feet along the North line of Section 34, (Merritt Road); thence South 00 degrees 47 minutes 03 seconds East 2976.26 feet to a point on the East-West 1/4 line of Section 34 as monumented, thence South 88 degrees 29 minutes 32 seconds West, 89.16 feet along said East-West 1/4 line (Martz Road) to the point of intersection of a curve in Martz Road, thence North 51 degrees 22 minutes 17 seconds West 1594.11 feet along Martz Road to a point on the West line of said Section 34, thence North 00 degrees 42 minutes 59 seconds West, 1961.87 feet along said West line to the point of beginning. Except that portion of subject property lying within the following legal description deeded to Washtenaw County Road Commission by quit claim deed recorded in Liber 4408, page 835 described as:

Commencing at the Northwest corner of Section 34, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, thence North 89 degrees 05 minutes 43 seconds East 1199.16 feet along the North line of said Section 34 and the centerline of Merritt Road (66.00 feet wide) for a PLACE OF BEGINNING; thence continuing North 89 degrees 05 minutes 43 seconds East 350.00 feet along said North line and said centerline; thence South 00 degrees 45 minutes 44 seconds East 60.00 feet; thence South 89 degrees 05 minutes 43 seconds West 350.00 feet; thence North 00 degrees 45 minutes 44 seconds West 60.00 feet to the Place of Beginning, being part of the Northwest 1/4 of said Section 34.

Tax Item No. K-11-34-200-002

Tax Parcel Number: K -11-34-200-002



0 265 530 1,060 1,590 2,120 Feet



Washtenaw Co. FSA
 7203 Jackson Rd.
 Ann Arbor, MI 48103
 734-761-8789

Farm: 10241
 Tract: 12850

USDA PROGRAM PURPOSES ONLY

COMMON LAND UNIT FIELD

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

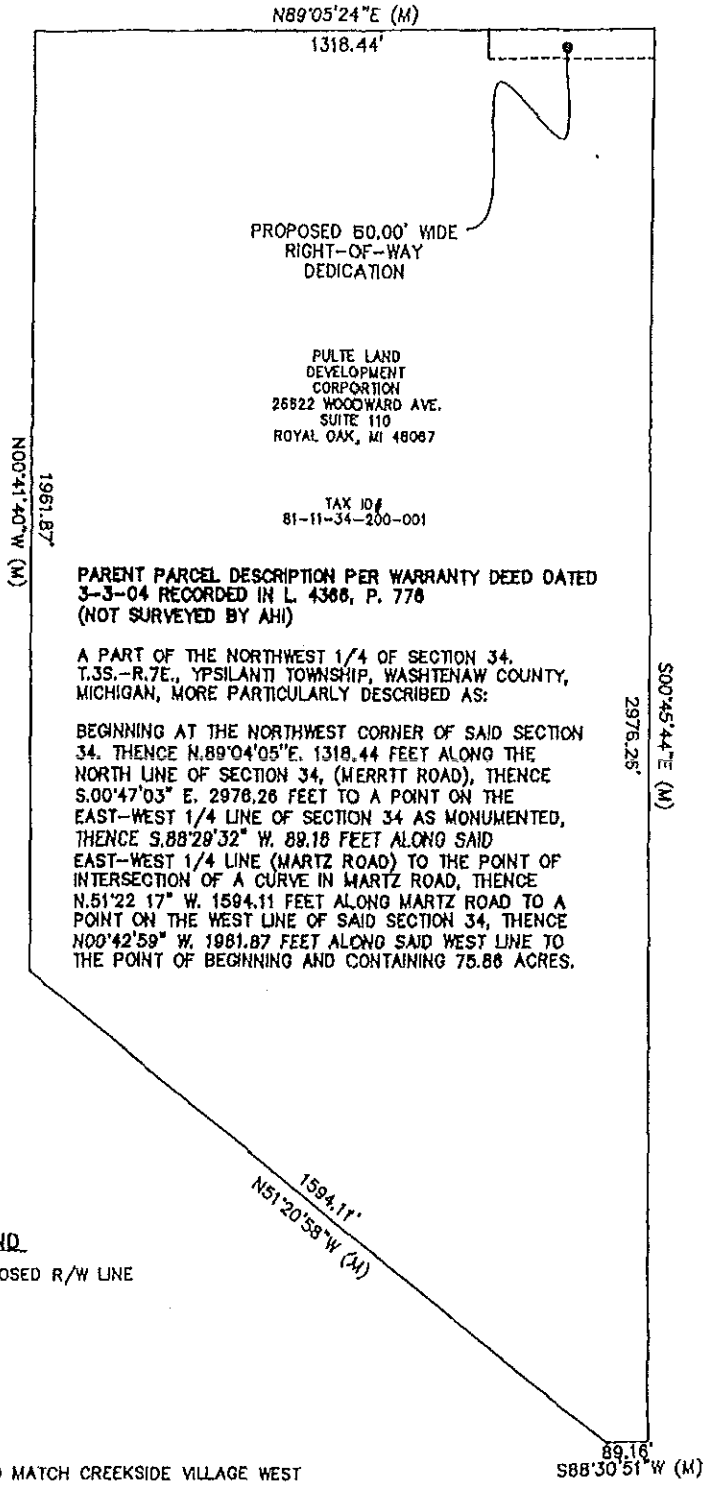
- HEL = Highly Erodible Land
- NHEL = Not Highly Erodible Land
- UHEL = Undetermined HEL

January 22, 2013



Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

EXHIBIT "A"



PROPOSED 50.00' WIDE
RIGHT-OF-WAY
DEDICATION

PULTE LAND
DEVELOPMENT
CORPORATION
26822 WOODWARD AVE.
SUITE 110
ROYAL OAK, MI 48067

TAX ID#
81-11-34-200-001

PARENT PARCEL DESCRIPTION PER WARRANTY DEED DATED
3-3-04 RECORDED IN L. 4368, P. 778
(NOT SURVEYED BY AHI)

A PART OF THE NORTHWEST 1/4 OF SECTION 34,
T.3S.-R.7E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY,
MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION
34. THENCE N.89°04'05\"E. 1318.44 FEET ALONG THE
NORTH LINE OF SECTION 34, (MERRIT ROAD), THENCE
S.00°47'03\" E. 2978.26 FEET TO A POINT ON THE
EAST-WEST 1/4 LINE OF SECTION 34 AS MONUMENTED,
THENCE S.88°29'32\" W. 88.18 FEET ALONG SAID
EAST-WEST 1/4 LINE (MARTZ ROAD) TO THE POINT OF
INTERSECTION OF A CURVE IN MARTZ ROAD, THENCE
N.51°22'17\" W. 1594.11 FEET ALONG MARTZ ROAD TO A
POINT ON THE WEST LINE OF SAID SECTION 34, THENCE
N00°42'59\" W. 1981.87 FEET ALONG SAID WEST LINE TO
THE POINT OF BEGINNING AND CONTAINING 75.88 ACRES.

Page: 3 of 4
07/16/2004 11:12A
L-4408 P-305
55752823
Peggy R. Haines, Washtenaw Doc

LEGEND

----- PROPOSED R/W LINE

NOTE:
BEARINGS ROTATED TO MATCH CREEKSIDE VILLAGE WEST
SUBDIVISION.

CLIENT	PULTE HOMES
SKETCH AND DESCRIPTION OF A PARENT PARCEL OF LAND IN	
SECTION 34	TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIP	
WASHTENAW COUNTY	
SCALE:	0 150 300
1 INCH = 300 FEET	

ATWELL-HICKS, INC.	
Civil Engineering • Surveying Planning • Environmental Services	
Ann Arbor, MI Brighton, MI Washington Twp., MI Naperville, IL 734 924 4000 810 225 8000 566 786 9400 630 577 0800	
JOB:	300080.31
DR.	BEGO
BOOK	RRD/MCB
PAGE	3 OF 4
DATE	12-09
FILE NO.	8222-113A

PROPERTY TAX INFORMATION

Detailed Tax Information

Ypsilanti Township

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: K-11-34-200-002

Property Address [collapse]
MARTZ RD YPSILANTI, MI 48197

Owner Information [collapse]
DPG - MALICK LLC Unit: 11
28800 ORCHARD LAKE ROAD STE 200 FARMINGTON, MI 48334

Taxpayer Information [collapse]
SEE OWNER INFORMATION

Legal Information for K-11-34-200-002 [collapse]
COMM AT THE NW CORNER OF SEC 34 TH N 89-4-5 E 1199.16 FT, TH S 00-45-44 W 60 FT, TH N 89-4-5 E 119.28 FT, TH S 00-47-3 E 2916.26 FT, TH S 88-30-51 W 89.16 FT, TH N S1-22-17 W 1594.11 FT, TH N 00-42-59 W 1961.87 CONTAINING 75.70 +/- AC T3S R7E



Enter Future Interest Date:

11/29/2012



Re-Calculate

**Note: On March 1 at 00:00, local taxes become ineligible for payment at the local unit. The total due shown for prior year taxes is as of the annual settlement date with the County for that particular tax year and does not reflect any payments, fees, or interest accrual that may have occurred after the settlement date. For updated tax information, please check with the local County.

Use the +/- button to expand and collapse the Tax Detail Information.

Year / Season	Total Amt	Total Paid	Last Paid	Total Due
[-] 2012, Winter	\$2,920.56	\$0.00		\$2,920.56
[-] 2012, Summer	\$8,831.49	\$8,831.49	09/14/2012	\$0.00
[-] 2011, Winter	\$2,881.94	\$0.00		\$2,881.94 **Read Note Above
[-] 2011, Summer	\$9,373.23	\$0.00		\$9,373.23 **Read Note Above
[-] 2010, Winter	\$6,029.23	\$0.00		\$6,029.23 **Read Note Above
[-] 2010, Summer	\$18,646.26	\$0.00		\$18,646.26 **Read Note Above
[-] 2009, Winter	\$8,220.64	\$0.00		\$8,220.64 **Read Note Above
[-] 2009, Summer	\$27,003.70	\$0.00		\$27,003.70 **Read Note Above
[-] 2008, Winter	\$8,693.52	\$0.00		\$8,693.52 **Read Note Above
[-] 2008, Summer	\$30,888.50	\$0.00		\$30,888.50 **Read Note Above
[-] 2007, Winter	\$8,747.86	\$0.00		\$8,747.86 **Read Note Above

WASHTENAW COUNTY PARCEL REPORT



Washtenaw County Parcel Report

Parcel ID: K-11-34-200-002

Report generated 11/29/2012 9:38:19 AM

Parcel Information

PIN: K-11-34-200-002
 CVT Code: K
 CVT Description: TOWNSHIP OF YPSILANTI
 School: 81070, LINCOLN CONSOLIDATED SCHO
 Property Class: 402, RESIDENTIAL VACANT

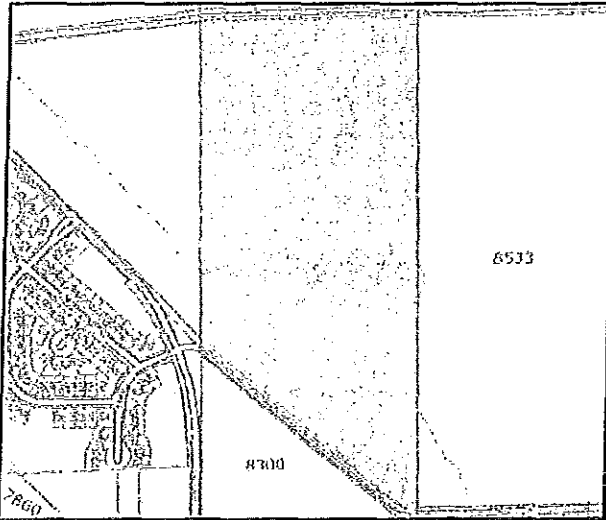
Property Information

Address: MARTZ RD
 YPSILANTI, MI 48197

Owner Information

Owner: DRG - MALICK LLC

Address: 28500 ORCHARD LAKE ROAD STE 200
 FARMINGTON, MI 48324



Parcel Highlighted in blue

Homestead Information

Homestead Percent: 0%

Values

Assessed Value: \$ SEV: \$ 250400
 Capped Value: \$ 194796 Taxable Value: \$ 194796

Drain Assessment (not incl. drain debts)

Year	Drain Name	Amount

Sales (last 3 max)

Date	Sale Price	Type
03/31/2006	0	QUIT CLAIM DEED
03/31/2006	10	WARRANTY DEED
03/31/2006	1300000	AFFIDAVIT

Tax Description

COMM AT THE NW CORNER OF SEC 34 TH N 89-4-5 E 1199.16 FT, TH S 00-45-44 W 60 FT TH N 89-4-5 E 119.28 FT, TH S 00-47-3 E 2916.26 FT, TH S 89-30-51 W 69.16 FT, TH N 51-22-17 W 1594.11 FT, TH N 00-42-59 W 1961.87 CONTAINING 75.70 +/- AC T36 R7E

This report is a computer generated document from a digital map. It is not intended to be used as a legal document. This report is for informational purposes only. Data is subject to change without notice. Contact the office for more information.
 Washtenaw County Evaluation Department: (734) 232-1623
 Office of the Washtenaw County Water Resource Commissioner: (734) 232-6560

EQUALIZATION DATA/LEGAL DESCRIPTION

General Property Information

Ypsilanti Township

Parcel: K-11-94-200-002 Unit: YPSILANTI TOWNSHIP

[Back to Non-Printer Friendly Version] [Send To Printer]

Building sketches may be found under "attachments".

Property Address	[collapse]
MARTZ RD YPSILANTI, MI 48197	

Owner Information	[collapse]
DPG - MALICK LLC 28800 ORCHARD LAKE ROAD STE 200 FARMINGTON, MI 48334	Unit: 11

Taxpayer Information	[collapse]
SEE OWNER INFORMATION	

General Information for Tax Year 2012				[collapse]
Property Class:	402 - RESIDENTIAL VACANT	Assessed Value:	\$250,400	
Sched District:	81070 - LINCOLN SCHOOL DISTRICT	Taxable Value:	\$194,796	
State Equalized Value: INDEX #	\$250,400 0	Map #	R 034 006 00	
		Date of Last Name Chg:	05/26/2005	
Historical District:	N/A	Date Filed:		
		Notes:	N/A	
		Census Block Group:	N/A	
Principal Residence Exemption:	June 1st	Final		
2013	0.0000 %	-		
2012	0.0000 %	0.0000 %		
<u>Previous Year Info</u>	<u>MBOR Assessed</u>	<u>Final S.E.V.</u>	<u>Final Taxable</u>	
2011	\$256,200	\$189,675	\$189,675	
2010	\$397,000	\$189,675	\$189,675	

Land Information			[collapse]
	Frontage	Depth	
Lot 1:	0.00 Ft.	0.00 Ft.	
Lot 2:	0.00 Ft.	0.00 Ft.	
Lot 3:	0.00 Ft.	0.00 Ft.	
Total Frontage:	0.00 Ft.	Average Depth:	0.00 Ft.

EQUALIZATION DATA/LEGAL DESCRIPTION (Page 2)

Total Acreage:	75.87		
Zoning Code:	R2 SINGLE FAM		
Land Value:	\$500,000	Mortgage Code:	0
Land Improvements:	\$0	Lot Dimensions/Comments:	
Renaissance Zone:	NO		
Renaissance Zone Expiration Date:			
ECF Neighborhood Code:	00009 - DEVELOPMENTAL CLASS SEC 1-36		

Legal Information for K - 11-34-200-002 [collapse]

COMM AT THE NW CORNER OF SEC 34 TH N 89-4-5 E 1199.16 FT, TH S 00-45-44 W 60 FT, TH N 69-4-5 E 119.28 FT, TH S 00-47-3 E 2916.26 FT, TH S 88-30-51 W 89.16 FT, TH N 51-22-17 W 1594.11 FT, TH N 00-42-59 W 1961.87 CONTAINING 75.70 +/- ACT 3SR7E

Sales Information

6 sale record(s) found.						
Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
03/31/2006	\$10.00	WD	PULTE LAND DEV CORP	DPG - MALICK LLC	ARMS-LENGTH	4557/191
03/31/2006	\$0.00	QC	PULTE LAND DEVELOPMENT CORP	PULTE LAND COMPANY LLC	NOT MARKET SALE	4550/59
03/31/2006	\$1,300,000.00	AF	PULTE LAND COMPANY LLC	DPG -MALICK LLC	AFFIDAVIT XXX	
08/26/1998	\$200,000.00	LC	MALICK, ROBERT & LELANEL G.	DEV CORP, PULTE LAND	LAND CONTRACT XXX	3746/0738
<input checked="" type="checkbox"/> 08/26/1998	\$0.00	WD	MALICK, ROBERT G. & LELANEL G.	PULTE LAND DEV CORP	PAY OFF OF L/C	4366/776
Note						
PAYOFF OF 1998 L/C						
<input checked="" type="checkbox"/> 02/09/1998	\$0.00	WD	MALICK, ROBERT & LELANEL G.		TRUSTEE'S DEED	3516/0701
Note						
TRUST						

Building Information

0 building(s) found.			
Description	Floor Area	Yr Built	Est. TCV

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[Privacy Policy](#)

PROPERTY TAX INFORMATION

Detailed Tax Information

Ypsilanti Township

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: K -11-34-200-002

Property Address [collapse]
MARTZ RD YPSILANTI, MI 48197

Owner Information [collapse]	
DPG - MALICK LLC 28800 ORCHARD LAKE ROAD STE 200 FARMINGTON, MI 48334	Unit: 11

Taxpayer Information [collapse]
SEE OWNER INFORMATION

Legal Information for K -11-34-200-002 [collapse]
COMM AT THE NW CORNER OF SEC 34 TH N 89-4-5 E 1199.16 FT, TH S 00-45-44 W 60 FT, TH N 89-4-5 E 119.26 FT, TH S 00-47-3 E 2916.26 FT, TH S 88-30-51 W 89.16 FT, TH N 51-22-17 W 1594.11 FT, TH N 00-42-59 W 1961.87 CONTAINING 75.70 +/- AC T3S R7E



Enter Future Interest Date:

11/29/2012



Re-Calculate

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⊕ 2012, Summer	\$8,831.49	\$8,831.49	09/14/2012	\$0.00
⊕ 2011, Winter	\$2,881.94	\$0.00		\$2,881.94 **Read Note Above
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⊕ 2009, Winter	\$8,220.64	\$0.00		\$8,220.64 **Read Note Above
⊕ 2009, Summer	\$27,003.70	\$0.00		\$27,003.70 **Read Note Above
⊕ 2008, Winter	\$8,693.52	\$0.00		\$8,693.52 **Read Note Above
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⊕ 2007, Winter	\$8,747.65	\$0.00		\$8,747.65 **Read Note Above

Detailed Tax Information

Ypsilanti Township

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: K -11-34-200-002

Property Address	[collapse]
MARTZ RD YPSILANTI, MI 48197	

Owner Information	[collapse]
BUTZIN, MICHAEL & SUSAN 7672 BUNTON RD YPSILANTI, MI 48197	Unit: 11

Taxpayer Information	[collapse]
SEE OWNER INFORMATION	

Legal Information for K -11-34-200-002	[collapse]
COMM AT THE NW CORNER OF SEC 34 TH N 89-4-5 E 1199.16 FT, TH S 00-45-44 W 60 FT, TH N 89-4-5 E 119.28 FT, TH S 00-47-3 E 2916.26 FT, TH S 88-30-51 W 89.16 FT, TH N 51-22-17 W 1594.11 FT, TH N 00-42-59 W 1961.87 CONTAINING 75.70 +/- AC T3S R7E	



Enter Future Interest Date:

3/14/2013



Re-Calculate

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Use the +/- button to expand and collapse the Tax Detail Information.

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<input type="checkbox"/> 2012, Summer	\$8,831.49	\$8,831.49	09/14/2012	\$0.00
<input type="checkbox"/> 2011, Winter	\$2,881.94	\$0.00		\$2,881.94 **Read Note Above
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<input type="checkbox"/> 2009, Winter	\$8,220.64	\$0.00		\$8,220.64 **Read Note Above
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<input type="checkbox"/> 2008, Winter	\$8,693.52	\$0.00		\$8,693.52 **Read Note Above
<input type="checkbox"/> 2008, Summer	\$30,888.50	\$0.00		\$30,888.50 **Read Note Above
<input type="checkbox"/> 2007, Winter	\$8,747.86	\$0.00		\$8,747.86 **Read Note Above

**COMPLETION AGREEMENT
CREEKSIDE VILLAGE SOUTH**

THIS COMPLETION AGREEMENT (this "Agreement") is made this _____ day of _____, 2013 by and between **S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company, the address of which is 51237 Danview Technology Court, Shelby Township, Michigan 48315 (the "Developer"), and the **CHARTER TOWNSHIP OF YPSILANTI**, a Michigan municipal corporation, the address of which is 7200 S. Huron River Drive, Ypsilanti, MI 48197 ("Township").

RECITALS:

A. Developer is the owner of 32 units (referred to herein individually as a "Unit" and collectively as the "Units") located within Creekside Village South, a residential site condominium project located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, established pursuant to the Master Deed thereof recorded in Liber 4475, Page 853, Washtenaw County Records, as amended, and designated as Washtenaw County Condominium Subdivision Plan Number 483 (the "Development").

B. Developer is also the owner of all of the units located within the residential site condominium project located contiguous to the Development and known as Manors at Creekside Village.

C. Pulte Homes, Inc., a Michigan corporation ("Pulte"), was the original developer of Creekside Village South (which included the land contained within Manors at Creekside Village at the time Pulte Homes developed Creekside Village South). In connection with the development of Creekside Village South, Pulte delivered to the Township a letter of credit in the amount of \$362,367.00 issued by Deutsche Bank to secure the installation and construction of certain site improvements (the "Existing Letter of Credit").

D. The Township has agreed to release the Existing Letter of Credit to Pulte provided that (i) simultaneously herewith, Developer delivers to the Township an irrevocable letter of credit that names the Township as a beneficiary thereof in an amount equal to \$_____, the estimated cost to install certain street trees and sidewalks within the Development, and (ii) Developer enters into a separate agreement with the Township whereby Developer agrees to, prior to the issuance of any building permit for the construction of a residence within Manors at Creekside Village, deliver to the Township an irrevocable letter of credit that names the Township as the beneficiary thereof in an

amount equal to the estimated cost to install within Manors at Creekside Village 102 street trees and approximately 710 lineal feet of five foot wide concrete sidewalk in front of various open space areas within Manors at Creekside Village (the "Manors at Creekside Village Agreement").

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the execution and delivery of the Manors at Creekside Village Agreement, the parties hereby agree as follows:

1. Developer and Township acknowledge and agree that the foregoing recitals are true and accurate and constitute an integral part of this Agreement.

2. The Township shall, within ten (10) days after the execution and delivery of this Agreement by both parties, deliver to Pulte the Existing Letter of Credit and a letter from the Township authorizing Deutsche Bank to cancel the Existing Letter of Credit.

3. Simultaneously herewith, Developer has delivered to the Township an irrevocable letter of credit in the amount of \$_____ issued by _____ and naming the Township as the beneficiary thereof (such letter of credit, as the same may be amended or replaced from time to time as expressly provided in this Agreement, is referred to herein as the "Letter of Credit"), the receipt of which is hereby acknowledged by the Township. The Letter of Credit may be drawn upon by the Township only as expressly permitted in this Agreement. The Letter of Credit shall be returned by the Township to Developer when (i) one year has elapsed after ninety-five (95%) of the street trees have been installed and (ii) all of the sidewalks required to be installed by Developer pursuant to this Agreement have been installed. Whenever the Letter of Credit is to be reduced pursuant to this Agreement, such reduction shall be effected by the delivery by Developer to the Township of either an amendment to the Letter of Credit that provides for such reduction or, as a replacement for the Letter of Credit, a new irrevocable letter of credit in the reduced amount that names the Township as the beneficiary thereof, and in the case of a new letter of credit, the Township shall simultaneously deliver to Developer the Letter of Credit that is being replaced by such new letter of credit.

4. Developer shall, as depicted on attached **Exhibit A**, install 43 street trees, each approximately three feet from the back of the street curb. One street tree shall be installed for each non-corner Unit and three street trees shall be installed for each corner Unit with one street tree along the shorter street frontage of the corner Unit and two street trees along the longer street frontage of the corner Unit. Developer shall inform the Township in writing of the date of the planting of street trees and if, within one year after installation of any such street tree by Developer, such tree becomes dead, substantially dead or diseased such that removal thereof is reasonably necessary or is otherwise removed other than because it is dead, substantially dead or diseased, Developer shall replace such tree. Developer shall receive partial reductions of the Letter of Credit for street trees that have been installed for at least one year. The reduction shall be made annually based on (a) the percentage of Units within the Development for which a street tree has been installed for at least one year (excluding Units for which a street tree has been installed for at least one year as of the date the Letter of Credit is delivered to the Township) and (b) the portion of the Letter of Credit allocated to street trees in the Cost Estimate; provided, however, that the Letter of Credit shall be reduced by the total amount of the portion of the Letter of Credit allocated to street trees within the Cost Estimate one year after street trees have been installed for at least 95% of the Units. If the Township reasonably determines that

Developer has failed to replace any street tree that Developer is required to replace under this Paragraph 4, and Developer fails to replace such tree within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may replace such tree and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in replacing such tree.

5. Developer shall install a five foot wide concrete sidewalk in front of each open space area as shown on attached **Exhibit A**. If, notwithstanding the foregoing, the Developer fails to install such sidewalks within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may install such sidewalks and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in installing such sidewalk.

6. This Agreement shall be binding upon and inure to the benefit of the Township and Developer and their respective successors and assigns.

7. This Agreement may not be modified, replaced, amended or terminated except pursuant to a written instrument executed and delivered by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

8. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which will constitute one agreement.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

"DEVELOPER"

S.E. MICHIGAN LAND HOLDING LLC,
a Michigan limited liability company

By: _____
Anthony F. Lombardo
Its: Manager

STATE OF MICHIGAN)
) ss,
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by Anthony F. Lombardo, the manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

_____, Notary Public
_____, County, Michigan

My commission expires: _____
Acting in Macomb County, MI

"TOWNSHIP":

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: Brenda L. Stumba

Its: Supervisor

STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Brenda L. Stumba, the Supervisor of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

Nancy K. Wyrbkowski, Notary Public
Washtenaw County, Michigan
My commission expires: 07-04-2018
Acting in Washtenaw County, MI

Drafted by and when recorded return to:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226

NANCY K. WYRYBKOWSKI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires July 4, 2018
Acting in the County of Washtenaw

"TOWNSHIP":

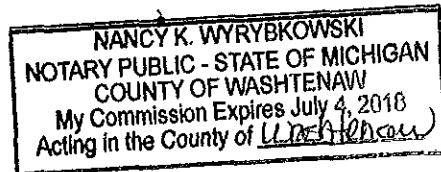
CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: Karen Lovejoy Roe
Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 20th day of March, 2013, by Karen Lovejoy Roe, the Clerk of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

Nancy K. Wrybkowski Notary Public
Washtenaw County, Michigan
My commission expires: 07-04-2018
Acting in Washtenaw County, MI



Drafted by and when recorded return to:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226

**COMPLETION AGREEMENT
MANORS AT CREEKSIDE VILLAGE**

THIS COMPLETION AGREEMENT (this "Agreement") is made this ____ day of _____, 2013 by and between **S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company, the address of which is 51237 Danview Technology Court, Shelby Township, Michigan 48315 (the "Developer"), and the **CHARTER TOWNSHIP OF YPSILANTI**, a Michigan municipal corporation, the address of which is 7200 S. Huron River Drive, Ypsilanti, MI 48197 ("Township").

RECITALS:

A. Developer is the owner of all of the units (referred to herein individually as a "Unit" and collectively as the "Units") located within Manors at Creekside Village, a residential site condominium project located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, established pursuant to the Master Deed thereof recorded in Liber 4880, Page 66, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan Number 591 (the "Development").

B. Developer is also the owner of 32 undeveloped units located within the residential site condominium project located contiguous to the Development and known as Creekside Village South. The land included within the Development was originally part of Creekside Village South.

C. Pulte Homes, Inc., a Michigan corporation ("Pulte"), was the original developer of Creekside Village South (which included the land contained within the Development at the time Pulte Homes developed Creekside Village South). In connection with the development of Creekside Village South, Pulte delivered to the Township a letter of credit in the amount of \$362,367.00 issued by Deutsche Bank to secure the installation and construction of certain site improvements (the "Existing Letter of Credit").

D. The Township has agreed to release the Existing Letter of Credit to Pulte provided that (i) pursuant to this Agreement, Developer agrees to, prior to the issuance of any building permit for the construction of a residence within the Development, deliver to the Township an irrevocable letter of credit that names the Township as the beneficiary thereof in an amount equal to the estimated cost to install street trees and certain sidewalks within the Development and (ii) simultaneously herewith, Developer enters into a separate agreement with the Township whereby Developer agrees to deliver to the Township an irrevocable letter of credit that names the Township as a beneficiary thereof in an amount equal to the estimated cost to install within Creekside Village South 43 street trees associated

with the 33 undeveloped units located within Creekside Village South and approximately 196 lineal feet of five foot wide concrete sidewalk in front of various open space areas within Creekside Village South (the "Creekside Village South Agreement").

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the execution and delivery of the Creekside Village South Agreement, the parties hereby agree as follows:

1. Developer and Township acknowledge and agree that the foregoing recitals are true and accurate and constitute an integral part of this Agreement.

2. The Township shall, within ten (10) days after the execution and delivery of this Agreement by both parties, deliver to Pulte the Existing Letter of Credit and a letter from the Township authorizing Deutsche Bank to cancel the Existing Letter of Credit.

3. Prior to the issuance of any building permit for the construction of any residence within the Development, Developer shall deliver to the Township an irrevocable letter of credit that names the Township as a beneficiary thereof in an amount equal to an estimate of costs for the following items with respect to the Development that has been approved by Developer and the Township, which approval may not be unreasonably withheld or delayed (the "Cost Estimate") (such letter of credit, as the same may be amended or replaced from time to time as expressly provided in this Agreement, is referred to herein as the "Letter of Credit"):

(a) installation of street trees (as more particularly described in Paragraph 5 hereof), to the extent not previously installed at least one year prior to the delivery of the Letter of Credit; and

(b) installation of sidewalks in front of open space areas (as more particularly described in Paragraph 6 hereof), to the extent not previously installed.

4. The Letter of Credit may be drawn upon by the Township only as expressly permitted in this Agreement. The Letter of Credit shall be returned by the Township to Developer when (i) one year has elapsed after ninety-five (95%) of the street trees have been installed and (ii) all of the sidewalks required to be installed by Developer pursuant to this Agreement have been installed. Whenever the Letter of Credit is to be reduced pursuant to this Agreement, such reduction shall be effected by the delivery by Developer to the Township of either an amendment to the Letter of Credit that provides for such reduction or, as a replacement for the Letter of Credit, a new irrevocable letter of credit in the reduced amount that names the Township as the beneficiary thereof, and in the case of a new letter of credit, the Township shall simultaneously deliver to Developer the Letter of Credit that is being replaced by such new letter of credit.

5. Developer shall, as depicted on attached Exhibit A, install 102 street trees, each approximately three feet from the back of the street curb. One street tree shall be installed for each non-corner Unit and three street trees shall be installed for each corner Unit, with one street tree along the shorter street frontage of the corner Unit and two street trees along the longer street frontage of the corner Unit. Developer shall inform the Township in writing of the date of the planting of street trees and if, within one year after installation of any such street tree by Developer, such tree becomes dead, substantially dead or diseased such that removal thereof is reasonably necessary or is otherwise

removed other than because it is dead, substantially dead or diseased, Developer shall replace such tree. Developer shall receive partial reductions of the Letter of Credit for street trees that have been installed for at least one year. The reduction shall be made annually based on (a) the percentage of Units within the Development for which a street tree has been installed for at least one year (excluding Units for which a street tree has been installed for at least one year as of the date the Letter of Credit is delivered to the Township) and (b) the portion of the Letter of Credit allocated to street trees in the Cost Estimate; provided, however, that the Letter of Credit shall be reduced by the total amount of the portion of the Letter of Credit allocated to street trees within the Cost Estimate one year after street trees have been installed for at least 95% of the Units. If the Township reasonably determines that Developer has failed to replace any street tree that Developer is required to replace under this Paragraph 5, and Developer fails to replace such tree within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may replace such tree and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in replacing such tree.

6. Developer shall install a five foot wide concrete sidewalk in front of each open space area as shown on attached **Exhibit A**. If, notwithstanding the foregoing, the Developer fails to install such sidewalks within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may install such sidewalks and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in installing such sidewalk.

7. This Agreement shall be binding upon and inure to the benefit of the Township and Developer and their respective successors and assigns.

8. This Agreement may not be modified, replaced, amended or terminated except pursuant to a written instrument executed and delivered by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

9. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which will constitute one agreement.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

“DEVELOPER”

S.E. MICHIGAN LAND HOLDING LLC,
a Michigan limited liability company

By: _____
Anthony F. Lombardo
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by Anthony F. Lombardo, the manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

_____, Notary Public
_____, County, Michigan
My commission expires: _____
Acting in Macomb County, MI

"TOWNSHIP":

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: Brenda L. Stumba

Its: SUPERVISOR

STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Brenda L. Stumba the Supervisor of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

Nancy K. Wyrbkowski, Notary Public
Washtenaw County, Michigan
My commission expires: 07-04-2018
Acting in Washtenaw County, MI

Drafted by and when recorded return to:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226

NANCY K. WRYBKOWSKI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires July 4, 2018
Acting in the County of Washtenaw

"TOWNSHIP":

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: Karen Lovejoy Roe
Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Karen Lovejoy Roe, the Clerk of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

Nancy K. Wrybkowski Notary Public
Washtenaw County, Michigan
My commission expires: 07-04-2018
Acting in Washtenaw County, MI

Drafted by and when recorded return to:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226

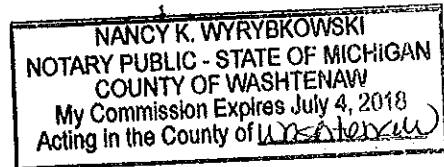
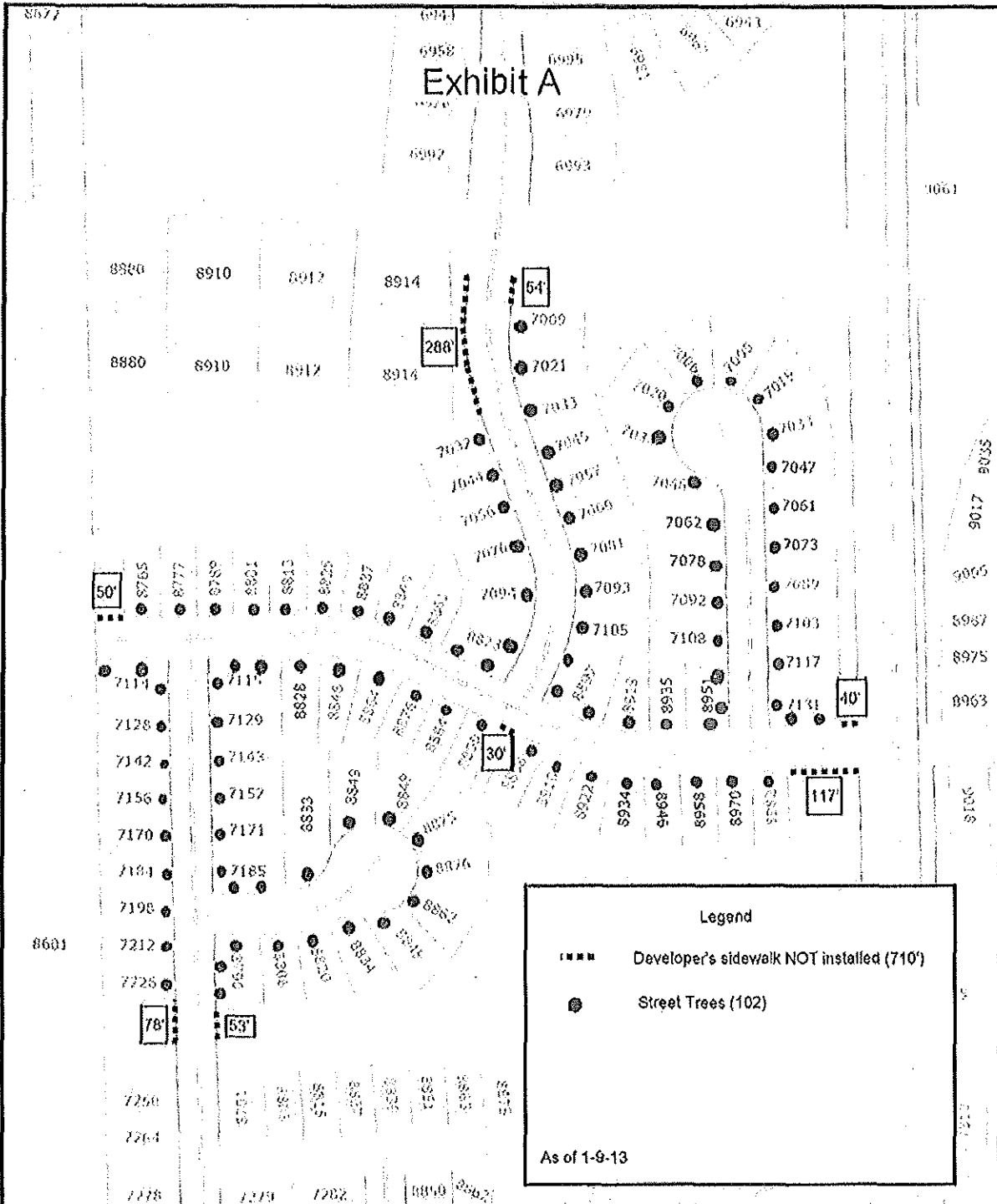


Exhibit A



March 25, 2013

Mr. Brandon Jones
Division President
Pulte Land Company, LLC
100 Bloomfield Parkway
Bloomfield Hills, Michigan 48304

Re: Creekside Village

Dear Mr. Jones:

Pulte Land Company, LLC, a Michigan limited liability company ("Pulte"), is or was the owner of certain real property located in the Township of Ypsilanti, County of Washtenaw, and State of Michigan, commonly known as Creekside Village East, Creekside Village South and Creekside Village West (collectively referred to herein as, "Creekside Village"). As a condition to approving the development of all or a portion of Creekside Village by Pulte, the Township of Ypsilanti ("Township") required Pulte to provide certain financial guaranties, as more particularly described on the attached Exhibit A ("Financial Guaranties"). Subsequent to providing such Financial Guaranties, Pulte sold a portion of Creekside Village to SE Michigan Development, LLC, a Michigan limited liability company. The portion of Creekside Village owned by Pulte as of the date hereof is described on the attached Exhibit B (the "Property"). Pulte has requested the Township to release all of the Financial Guaranties and, subject to the terms and conditions of this letter agreement, the Township has agreed to release the Financial Guaranties to Pulte.

As of the date hereof, the Township hereby agrees to immediately release to Pulte the Financial Guaranties. Pulte hereby agrees that Pulte shall not commence construction of any improvements on the Property after the date hereof without complying with all applicable laws, including, but not limited to, requesting all applicable permits from the Township and providing any financial guaranties as reasonably required by the Township.

Please indicate your agreement to the foregoing by signing where indicated below.

Township of Ypsilanti

By: Debra L. Stumb

Its: Supervisor

By: Karen Govejay Rep

Its: Clerk

Accepted and Agreed to by:

Pulte Land Company, LLC

By: _____

Brandon Jones

Its: Division President

March 25, 2013

Mr. Brandon Jones
Division President
Pulte Land Company, LLC
100 Bloomfield Parkway
Bloomfield Hills, Michigan 48304

Re: Creekside Village

Dear Mr. Jones:

Pulte Land Company, LLC, a Michigan limited liability company ("Pulte"), is or was the owner of certain real property located in the Township of Ypsilanti, County of Washtenaw, and State of Michigan, commonly known as Creekside Village East, Creekside Village South and Creekside Village West (collectively referred to herein as, "Creekside Village"). As a condition to approving the development of all or a portion of Creekside Village by Pulte, the Township of Ypsilanti ("Township") required Pulte to provide certain financial guaranties, as more particularly described on the attached Exhibit A ("Financial Guaranties"). Subsequent to providing such Financial Guaranties, Pulte sold a portion of Creekside Village to SE Michigan Development, LLC, a Michigan limited liability company. The portion of Creekside Village owned by Pulte as of the date hereof is described on the attached Exhibit B (the "Property"). Pulte has requested the Township to release all of the Financial Guaranties and, subject to the terms and conditions of this letter agreement, the Township has agreed to release the Financial Guaranties to Pulte.

As of the date hereof, the Township hereby agrees to immediately release to Pulte the Financial Guaranties. Pulte hereby agrees that Pulte shall not commence construction of any improvements on the Property after the date hereof without complying with all applicable laws, including, but not limited to, requesting all applicable permits from the Township and providing any financial guaranties as reasonably required by the Township.

Please indicate your agreement to the foregoing by signing where indicated below.

Township of Ypsilanti

By: _____

Its: Supervisor

By: Karen Chuejey Rap

Its: Clerk

Accepted and Agreed to by:

Pulte Land Company, LLC

By: _____

Brandon Jones

Its: Division President

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2013-5

PURCHASE OF 1091 RAMBLING RD. FOR A PUBLIC PURPOSE

WHEREAS, it is anticipated that on or about April 1, 2013 the Washtenaw County Treasurer will be foreclosing on a residential property for non-payment of taxes located at 1091 Rambling Rd in the Charter Township of Ypsilanti, parcel number K -11-03-162-016; and

WHEREAS, the Charter Township of Ypsilanti has taken legal action against the former owner and has received a court order declaring the structure to be a public nuisance and ordering it to be demolished; and

WHEREAS, Rambling Rd is located within a neighborhood with high owner occupancy, but is on the tipping edge of becoming a predominately rental neighborhood; and

WHEREAS, the Charter Township of Ypsilanti has an existing partnership with Habitat for Humanity for acquiring and rehabilitating residential property for sale for owner occupancy; and

WHEREAS, the Charter Township of Ypsilanti believes it is a public purpose to acquire this property to prevent further deterioration of a neighborhood with high owner occupancy that is on the tipping edge of becoming rental; and

WHEREAS, the Charter Township of Ypsilanti desires to purchase this property from the Washtenaw County Treasurer under the Township's right of first refusal for a public purpose for a the minimum bid not to exceed \$15,000.

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti authorizes the payment of an amount to be determined to the Washtenaw County Treasurer for the purpose of acquiring 1091 Rambling Rd under the Township's right of first refusal for a public purpose.

BE IT FURTHER RESOLVED that the Charter Township of Ypsilanti shall transfer its ownership of the property to Habitat for Humanity for rehabilitation and resale for an amount equal to the purchase price to be determined.

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. 2013-5 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 25, 2013.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township Of Ypsilanti

RESOLUTION

Clerk Lovejoy Roe offered the following resolution and moved for its adoption:

Be it resolved that

MDOT Contract Number: 13-5019
Control Section: ST 81063
Job Number: 116346A

By and between the

MICHIGAN DEPARTMENT OF TRANSPORTATION

and the

CHARTER TOWNSHIP OF YPSILANTI


Is hereby accepted.

The following Ypsilanti Township Officials are authorized to sign the said contract:

Brenda L. Stumbo, Ypsilanti Township Supervisor
Karen Lovejoy Roe, Ypsilanti Township Clerk

ADPOTED: Ayes: Seven (7)
Nayes: None
Absent: None

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 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 25, 2013.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA
Control Section ST 81063
Job Number 116364A
Contract 13-5019

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and YPSILANTI CHARTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, hereinafter referred to as the "TOWNSHIP"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements to a park and ride lot within the TOWNSHIP.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Installation of lighting of the carpool lot in the southeast quadrant of the interchange of Highway I-94 with South Huron Street; together with necessary related work, located within the TOWNSHIP; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$70,000; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The TOWNSHIP will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of or benefit to the TOWNSHIP'S facilities. The TOWNSHIP is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the TOWNSHIP'S facilities.

4. The PROJECT work will be performed by DTE Energy and administered by the DEPARTMENT.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PROJECT COST is estimated to be \$70,000 and shall be paid agencies of the federal government and the DEPARTMENT up to an amount not to exceed \$70,000. Any and all costs above this amount shall be the responsibility of the TOWNSHIP.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the TOWNSHIP on a monthly basis for the TOWNSHIP'S share of the cost of work performed to date, less all payments previously made by the TOWNSHIP. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the TOWNSHIP.

7. Upon completion of construction, the facilities being constructed as the PROJECT shall be operated and maintained by the TOWNSHIP at no cost to the DEPARTMENT, including all costs for electrical power.

8. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the TOWNSHIP. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the TOWNSHIP of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

9. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d and 2000a - 2000h-6 and the Regulations of the Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B" attached hereto and made a part hereof, and will require similar covenants on the part of contractor or subcontractor employed in the performance of this contract.

10. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the TOWNSHIP and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the TOWNSHIP, a certified copy of which resolution shall be attached to this contract.

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

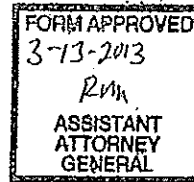
YPSILANTI CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By Doreen G. Stember
Title: Supervisor

By _____
Department Director MDOT

By Karen Janeyan Raf
Title: Clerk



APPROVED BY:
[Signature]
Adminjstrator
Real Estate
for MDOT Delors

3-14-13
Date

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer") as of March 28, 2013

RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:
The Detroit Edison Company
By: _____
Name: _____
Title: _____

Customer:
Ypsilanti Township
By: Brenda L. Stumba
Name: Brenda L. Stumba
Title: Supervisor
By: Karen Lovejoy Roe
Name: Karen Lovejoy Roe
Title: Clerk

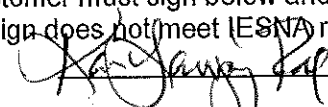
Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of March 28, 2013 between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	PWO# 34500922	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: NA	
2. Location where Equipment will be installed:	MDOT Park and Ride located at I-94 and Huron Street.	
3. Total number of lights to be installed:	7 LED'S	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Autobahn 135 watt LED luminaires mounted on DTE Energy code 06 posts in black paint mounted on a foundation. See attached map-"Exhibit B".	
5. Estimated Total Annual Lamp Charges	\$2,301.32	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$26,952.78
	Credit for 3 years of lamp charges:	\$6,903.97
	CIAC Amount (cost minus revenue)	\$20,048.81
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement.	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices 	
10. Customer Address for Notices:	[Address] 7200 S. Huron River Dr. [Address] Ypsilanti MI 48198 [Name] Charter Twp. of Ypsilanti	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least ___ posts and ___ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____.
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option 1 tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Ypsilanti Township

By: Brenda L. Stumbo

Name: Brenda L. Stumbo

Title: Supervisor

By: Karen Dobejko Roe

Name: Karen Dobejko Roe

Title: Clerk

**GREEN OAKS GOLF COURSE
2013 RATE PROPOSAL**

2013 RATES

	9 Holes	18 Holes
*Residents		
Weekdays	\$ 15.00	\$ 20.00
Weekends	16.00	23.00
Retirees (weekdays only)	10.00	12.00
Cart Rental (per person)	6.00	12.00
Twilight (after 2 p.m. weekends)		18.00
Leagues	16.00	
Retirees	11.00	
*Non-Residents		
Weekdays	\$ 16.00	\$ 23.00
Weekends	18.00	27.00
Retirees (weekdays only)	11.00	13.00
Cart Rental (per person)	6.00	12.00
Twilight (after 2 p.m. weekends)		20.00

SEASONAL PASSES

2013 Rates

*Residents	
Full 7 Days	\$ 750.00
Spouse	175.00
Retirees (weekdays only)	450.00
Students with Parents	155.00
*Non-Resident	
Full 7 Days	\$ 900.00
Spouse	255.00
Retirees (weekdays only)	590.00
Students with Parents	205.00

2013 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of March, 2013, 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. Section 14, Ypsilanti Township

Roads to include:

- Mollie Street, Grove Road and Dorothy Street
- Dorothy Street, Grove Road and Harry Street
- Lynn Avenue, McCarthy Street and Harry Street
- Heather Ridge, McCarthy Street and Andrea Avenue

Work to include milling and placement of a 3" HMA overlay, structure adjustments and ADA sidewalk ramps. Final cost to be determined by competitive bid.

Estimated Project Cost: \$ 261,000.00

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 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

Nancy Park Subdivision

261,000.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI
TOWNSHIP UNDER THIS AGREEMENT DURING 2013:

\$ 261,000.00

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor

Mona Wypkowitz Witness

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk

Angela Robinson Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

AGREEMENT

AGREEMENT is made this _____ day of _____, 2013, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and THE CHARTER TOWNSHIP OF YPSILANTI, a municipal corporation, with offices located at 7200 South Huron River Drive, Ypsilanti, Michigan ("Township").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE

The County will contract to acquire and install one Federal Signal Corporation 2001 AC/DC outdoor warning siren, according to the specifications set forth by the County in bid proposal #5814, at a mutually agreeable location within the Township. The Township agrees to pay annual maintenance charges to the siren vendor for a minimum of fifteen years.

ARTICLE II - TERM

This agreement begins on April 1, 2013 and ends on April 1, 2028.

ARTICLE III - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Township will be incorporated into this contract by written amendments signed by both parties.

ARTICLE IV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE V - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY:

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO FORM:

YPSILANTI TOWNSHIP:

By: _____
Curtis N. Hedger (DATE)
Corporation Counsel

By: Brenda L. Stumbo
Brenda Stumbo, Supervisor (DATE)
Charter Township of Ypsilanti
By: Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk (DATE)
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 25, 2013 WORK SESSION**

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 5:00 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. DISCUSS “AMENDED CLAIM RESOLUTION AGREEMENT” BETWEEN DUPONT AND YPSILANTI TOWNSHIP (Eagle Crest Tree Damage)

Attorney Winters gave a brief synopsis of the damage settlement regarding the pesticide, known as “Imprelis” and the damage done to the trees on the golf course. He explained Ypsilanti Township owned the golf course but leased it to Eastern Michigan University.

Supervisor Stumbo explained that DuPont had put something in the pesticide that killed trees on the golf course. Since the Township owned the property, they would have to sign the agreement and give EMU the authority to expend the funds and replace the trees.

Leigh Greden, Executive Director of Government and Community Relations at EMU agreed that by signing the agreement, the Township would be authorizing the settlement and allowing EMU to collect the funds, replace trees and properly care for any existing trees. He explained this was part of a nationwide settlement. Mr. Greden said many of the trees that were cut down had been affected by the chemical and that was the reason part of the settlement was reimbursement for the expenses already incurred. He stated any new trees would be planted pursuant to the procedures set in place for upgrades. Mr. Greden further explained settlement funds would be put into an auxiliary fund to be used for golf course operations, namely the trees, not any of the university expenses.

Clerk Lovejoy Roe said the letter from Attorney Winters regarding the settlement would be included in the meeting minutes.

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 25, 2013 WORK SESSION MINUTES
PAGE 2**

2. DISCUSS COMPOSITION OF THE COMMITTEE THAT HAS BEEN MEETING WITH THE CITY, WHAT THE MEETINGS HAVE THUS FAR PRODUCED AND HOW WE MOVE FORWARD – TRUSTEE ELDRIDGE

Supervisor Stumbo explained the first scheduled meeting was not until April 4, 2013. She stated the only issue that was inquired about collaborating on was street sweeping on primary roads and using the Road Commission on subdivision roads.

Trustee Stan Eldridge said he and Trustee Mike Martin had met with the City to discuss ideas for collaboration and since he was not aware a committee was set up, he was caught off guard by the article. If a committee was already in place, he felt the Board should discuss any collaborative ideas before meeting with the City.

Trustee Hall Currie stated she was not aware of the committee until she read it in the paper and said she was also caught off guard.

Supervisor Stumbo explained the Board had discussed the article at length at the last Work Session and the fact that there had not been any meetings with the City, nor a committee formed. She acknowledged that Trustee Eldridge was not present at the last meeting. Supervisor Stumbo reiterated the Governor's mandate that collaboration must be done in order to receive EVIP funds and that it must be done in a specific manner. She said the City may view it as a committee but the Township full-time officials viewed it as part of the day-to-day operations.

Treasurer Doe said he too was surprised by the article until he realized there was some confusion as to the time frame of the committee and they had not actually met yet. He agreed that the Board should discuss their requests and agree before any ideas were presented to the committee.

Clerk Lovejoy Roe said she was not aware that Trustees Eldridge and Martin were meeting with the City, but she felt that was fine and that each elected official was free to do so.

Trustee Eldridge responded that he just wanted all seven members of the Board to be apprised of what was going on.

Supervisor Stumbo stated that at the previous Work Session, she asked the Board and Department Heads to forward her any ideas they may have regarding collaboration.

Trustee Scott Martin stated in regards to the street sweeping, it was important to notify YCUA about any contracts and where the companies would obtain water.

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 25, 2013 WORK SESSION MINUTES
PAGE 3**

**3. DISCUSS IT, WEB PRESENCE AND SOCIAL MEDIA POSITION –
KAREN WALLIN**

Mike Radzik, OCS Director explained a part-time programmer was hired through Manpower last year with the purpose of improving the Township's public web presence and social networking. He said the project was well under way but since retaining Mark Perry to assist with economic development, it had become apparent that more needed to be done. Mr. Radzik stated that Karen Wallin, Human Resource and Travis McDugald, IS Manager had been asked to look at accelerating the process and to obtain the cost.

Travis McDugald, IS Manager presented an overview of the servers and what they hoped to accomplish. He explained the overall goal was to be able to easily obtain all the information the employees needed internally and then to be able to do the same for the public. Mr. McDugald said one responsibility of this job would be to look at what people were searching for and then make sure they were able to obtain that information easily. He said it was imperative to keep the social media arena up to date and explained the golf course, recreation and compost, which generated revenue, would greatly benefit from those services.

Karen Wallin, Human Resource said the project started last summer and Rebecca Bush was hired in a part-time capacity through Manpower. She stated it had become apparent that more time was needed to accomplish those goals. Ms. Wallin recommended creation of a salaried, Teamster position and provided cost projections and job responsibilities. She asked the Board for direction.

Supervisor Stumbo asked for clarification of the salary and explained that Mark Perry had spoken to the need for a web presence for Economic Development.

Treasurer Doe reassured the Board that using Manpower was the best way to find someone with the skills that would best suit the Township's need.

Mr. Radzik viewed utilizing Manpower as an audition for a full-time position without the obligation. He felt the Township had been fortunate to find someone with the needed job skills. Mr. Radzik added that Mr. Perry had likened a community's web presence as being the storefront for an easy connection to a potential resident or business.

Clerk Lovejoy Roe stated in meeting with Mr. Perry and focusing on other communities, the realization that we were very far behind in the area of technology had become apparent. She encouraged the Board to move toward accomplishing this goal. Clerk Lovejoy Roe felt it was imperative to get to the place where residents could use the internet to conduct Township business.

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 25, 2013 WORK SESSION MINUTES
PAGE 4**

Trustee Eldridge commented that two dozen positions had been cut and the current employees had been asked to do more. He asked Mr. McDugald if there was any current employee that could do this task with additional training.

Mr. McDugald explained the projects they had lined up would require forty hours per week to accomplish and Rebecca Bush had attended classes for several years to acquire her set of skills for programming. It was not something that could be learned easily or quickly.

4. RENTAL PROGRAM PRESENTATION – MIKE RADZIK, OCS DIRECTOR

Mr. Radzik, OCS Director updated the Board regarding the new Ordinance Administrator who would begin April 1, 2013. He said the new hybrid position of Ordinance Enforcement Assistant with the Teamster's Agreement would be starting at a lower salary and smaller benefit package and would begin April 1, 2013. The current Ordinance Enforcement Assistant, Mike Gooden had resigned, effective the end of April due to personal obligations.

Mr. Radzik stated the Board passed the Rental Inspection ordinance at the end of 2007, which allowed for registering and inspecting single-family homes in neighborhoods. The Township experienced an explosion of rental properties, with approximately 2,100 single family homes spread throughout the Township and the OCS Department had successfully inspected and certified over 1,700 rental properties. He explained they envisioned including apartment rental communities but had not been able to do so. He felt revenues were favorable enough to include the apartments this year, but it would require Board approval to amend the ordinance. He also felt the current funds generated by the program and current spending was enough to allow the opportunity to add another half-time person. Mr. Radzik stressed that the Township had invested a tremendous amount of time and training into Mike Gooden and he had been functioning at a high level as a Rental Inspector. He felt Mr. Gooden would fill this half-time position perfectly and his personal circumstances requiring him to resign the full-time position would allow this as well.

Clerk Lovejoy Roe felt it was important to make the single-family rental homes a priority.

Mr. Radzik said he really wanted to get into the apartment issues. He cited an example at the Bryn Mawr complex of a railing on the 2nd floor balcony giving way causing serious injury to a resident. Mr. Radzik said the OCS Department responded to a Fire Department referral and instituted some major code enforcement causing the owners to evaluate, replace and properly attach every railing throughout their complex. He felt that if the Township inspected on a regular basis, that type of tragedy would be averted.

**CHARTER TOWNSHIP OF YPSILANTI
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PAGE 5**

Mr. Radzik said rental homes were inspected every 24 months with one full-time employee and a second full-time employee would be shared between rental and code inspection. He said he planned to request an additional part-time employee with an hourly rate and no benefits in the next few months.

Trustee Scott Martin asked if they were able to keep up with the inspections.

Mr. Radzik said that was part of the reason for his request for the new hybrid position, as well as adding the half-time position. He explained that at least one and often as many as three or four inspections were needed to obtain certification at one address.

Attorney Winters stated the Township had dealt with many apartment issues that were complaint driven. He cited the Riley Court Apartments as an example, saying they had finally been able to get every unit into compliance of Township codes. He explained that apartments were in need of being brought into compliance as soon as possible.

Mr. Radzik updated the Board on the status of Liberty Square and said he hoped to come back to the Board at the second meeting in April with the contract from the Michigan Land Bank to receive the funds. He hoped demolition would commence by mid-May.

Chief Copeland said he had seen substandard electrical, plumbing and heating issues in some of the apartments and felt it was more cost effective to inspect those, since it assisted the Fire Department by minimizing the amount of fire damage and would generate revenue.

REVIEW AGENDA

The Board reviewed the following agenda items.

CONSENT AGENDA

Supervisor Stumbo commented that she had requested Nancy Wrybkowski, Deputy Clerk to add that the Board Members and the Directors had been asked for input for the City meeting to the Work Session minutes.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters said his legal secretary, Reba Kriston was retiring from his office after 32 years of service and he would be presenting her with a proclamation and gift at the board meeting.

**CHARTER TOWNSHIP OF YPSILANTI
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NEW BUSINESS

1. BUDGET AMENDMENT

Clerk Lovejoy Roe stated the budget amendment was for the agreement with the Washtenaw County Road Commission for road improvements for Heather Ridge, Molly, Grove, Harry, Lynn, Dorothy, McCartney and Andrea.

Trustee Scott Martin asked if YCUA was replacing water and sewer mains in that area at the same time. Discussion followed.

**2. PA 116 FARMLAND AGREEMENT APPLICATION, PROPERTY
#K-11-34-200-002 – MICHAEL & SUSAN BUTZIN – YPSILANTI
TOWNSHIP**

Clerk Lovejoy Roe explained the PA 116 Farmland Agreement allowed property owners to commit their land to agricultural use and in return, receive a reduction in property taxes.

Supervisor Stumbo said it was for a period of twenty years and the property was located on Martz Road.

**3. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO APPROVE
LETTER OF AGREEMENT BETWEEN PULTE AND YPSILANTI
TOWNSHIP REGARDING CREEKSIDE VILLAGE EAST, CONTINGENT
UPON POSTING OF SURETY BOND BY S. E. MICHIGAN LAND
HOLDINGS, LLC AND AUTHORIZE SIGNING OF THE
AGREEMENT**

Joe Lawson, Planning Director explained that when Pulte sold Creekside East and Creekside South to Lombardo Homes, Pulte agreed to maintain their Letters of Credit to assure the utilities and infrastructure were properly done and Lombardo was allowed to built under Pulte's Letters of Credit. Pulte had now requested a refund of their Letters of Credit and in exchange, Lombardo would post their own.

**4. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO APPROVE
LETTER OF AGREEMENT BETWEEN PULTE AND YPSILANTI
TOWNSHIP REGARDING CREEKSIDE VILLAGE SOUTH, CONTINGENT
UPON POSTING OF SURETY BOND BY S. E. MICHIGAN LAND
HOLDINGS, LLC AND AUTHORIZE SIGNING OF THE AGREEMENT**

Attorney Winters stated both agreements were in proper form.

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 25, 2013 WORK SESSION MINUTES
PAGE 7**

**5. RESOLUTION NO. 2013-5, AUTHORIZING PURCHASE OF 1091
RAMBLING RD. FOR A PUBLIC PURPOSE, NOT TO EXCEED \$15,000,
BUDGETED IN LINE ITEM #101.950.000.969.011**

Supervisor Stumbo reminded the Board the house on Rue Deauville was purchased in the same manner and sold to Habitat for Humanity as part of the neighborhood stabilization. She said this house would also be sold to Habitat in an effort to facilitate home ownership.

Mike Radzik stated their vision was to stabilize the neighborhood, help reduce blight and return the parcel to an owner occupied, tax paying, code compliant property.

Treasurer Doe explained a meeting was set up with Catherine McClary, County Treasurer to obtain her cooperation.

**6. CONTRACT BETWEEN MICHIGAN DEPARTMENT OF
TRANSPORTATION (MDOT) AND YPSILANTI TOWNSHIP ACCEPTING
THE GRANT FOR THE INSTALLATION OF LIGHTING AT CARPOOL
LOT AT I-94 AND HURON STREET AND AUTHORIZE SIGNING OF THE
CONTRACT**

Clerk Lovejoy Roe explained agenda item #6 was acceptance of the MDOT grant, which would pay for the installation of lighting at the Park and Ride. She further explained agenda item #7 was the agreement with DTE for the type of lighting and how many lights would be installed. Clerk Lovejoy Roe stated that DTE would receive payment directly from MDOT.

Supervisor Stumbo clarified that the Township would only be responsible for the annual operational cost.

**7. DTE ENERGY STREET LIGHTING AGREEMENT FOR SEVEN (7) LED
STREET LIGHTS AT MDOT CARPOOL LOT AT I-94 AND HURON
STREET IN THE AMOUNT OF \$20,048,81, TO BE PAID BY MDOT AND
AUTHORIZE SIGNING OF THE AGREEMENT**

**8. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE LEGAL
ACTION, IF NECESSARY, IN CIRCUIT COURT TO ABATE PUBLIC
NUISANCE FOR PROPERTIES LOCATED AT 30 OHIO STREET AND
5777 MERRITT ROAD, BUDGETED IN LINE ITEM #101.950.000.818.023**

Ron Fulton, Building Director presented a brief slideshow of the deplorable condition at both locations.

9. GREEN OAKS GOLF COURSE 2013 RATES

Treasurer Doe said the Greens Commission met and recommended the rates remain the same as 2012.

10. WCRC 2013 YPSILANTI TOWNSHIP AGREEMENT IN THE ESTIMATED AMOUNT OF \$261,000.00, WITH PARTIAL COST PAID BY CDBG GRANT AND REMAINDER FROM FUND BALANCE, BUDGETED IN LINE ITEM #212.970.000.818.022 AND AUTHORIZE SIGNING OF THE AGREEMENT

Supervisor Stumbo stated the agreement was explained when the budget amendment was reviewed.

11. AUTHORIZE SIGNING OF EMERGENCY OPERATIONS PLAN FOR YPSILANTI TOWNSHIP TO BE USED IN CONJUNCTION WITH WASHTENAW COUNTY EMERGENCY ACTION GUIDELINES

Supervisor Stumbo explained an internal meeting would be held to review the Township's part in the Emergency Operations Plan to insure staff was properly prepared.

12. REQUEST OF KAREN WALLIN, HUMAN RESOURCE TO POST, ADVERTISE AND FILL A SECOND ORDINANCE ENFORCEMENT ASSISTANT POSITION IN THE OCS DEPARTMENT, WITH A NEGOTIABLE SALARY BETWEEN \$37,400 AND \$41,600

Supervisor Stumbo stated a vacancy was created due to a recent resignation.

13. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE AGREEMENT WITH WASHTENAW COUNTY TO ACQUIRE AND INSTALL ONE OUTDOOR WARNING SIREN IN THE WEST WILLOW/WIARD/STATE AREA, WITH YPSILANTI TOWNSHIP PAYING ANNUAL MAINTENANCE COST OF \$390 FOR A MINIMUM OF 15 YEARS, BUDGETED EACH YEAR IN LINE ITEM #206.206.000.933.000 AND AUTHORIZE SIGNING OF THE AGREEMENT

Supervisor Stumbo said the cost of the siren and the installation would be paid with county grant dollars and the Township would be responsible for the annual maintenance cost.

**CHARTER TOWNSHIP OF YPSILANTI
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OTHER BUSINESS

Treasurer Doe said the Township had voted to place a plaque by the Playground Adventures structure at Ford Heritage Park in recognition of Jan Hale's involvement. He said he had thought a lot about the timing of the action and suggested a process or a committee be formed to establish future recognitions.

Trustee Scott Martin said he supported the idea.

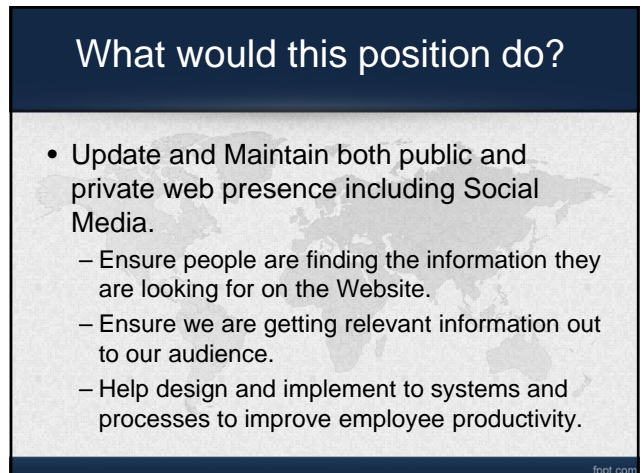
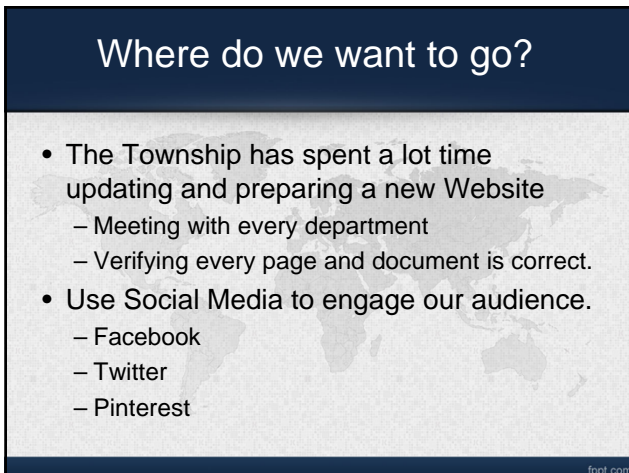
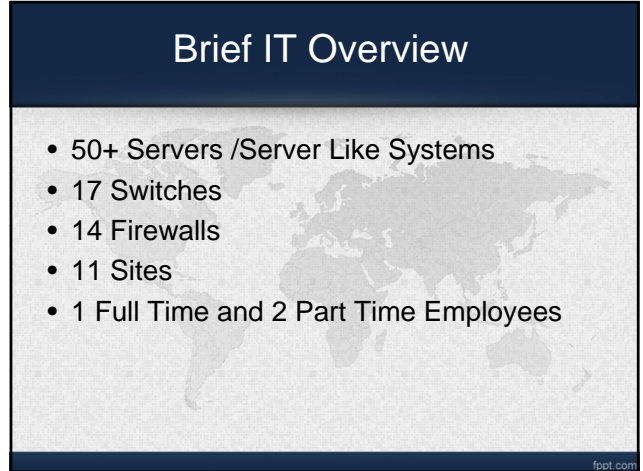
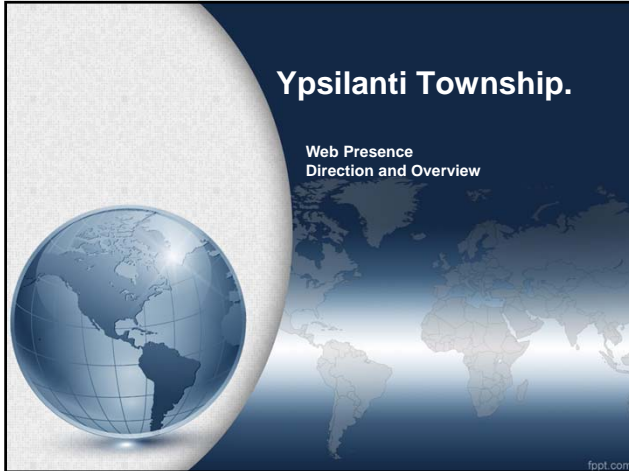
Clerk Lovejoy Roe thanked everyone who came out and supported the Meals on Wheels annual fundraiser.

ADJOURNMENT

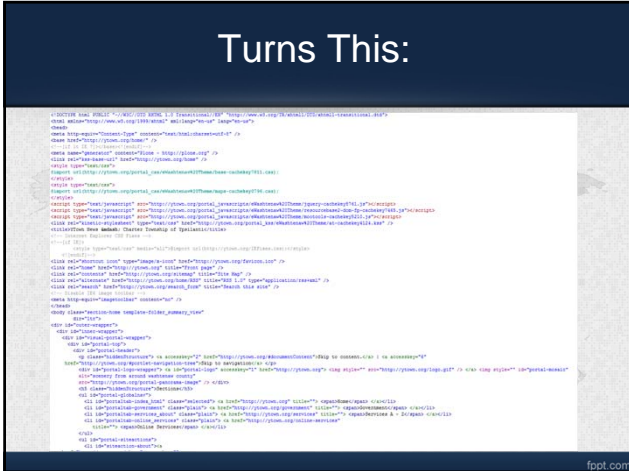
The meeting adjourned at approximately 6:47 p.m.

Respectfully submitted,

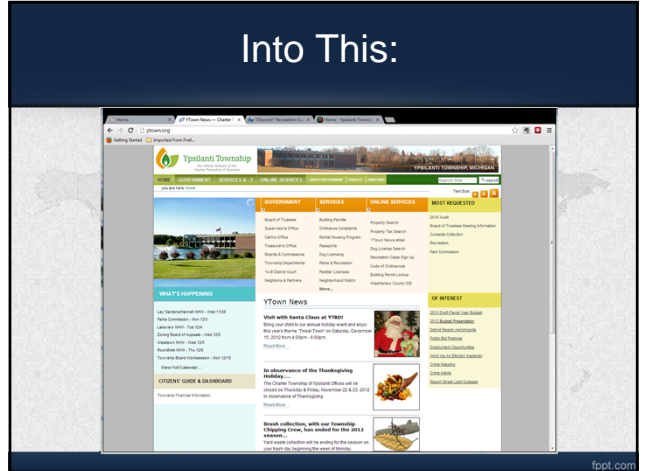
Karen Lovejoy Roe, Clerk



Turns This:



Into This:



Social Media?

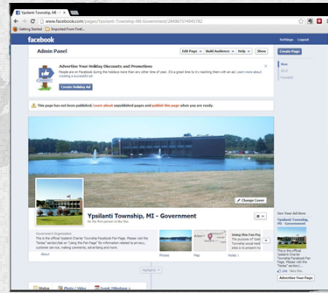
- People want information to come to them.
- Attention spans are shorter. Many people read the first line and decided if its of interest.
- Services we plan to start with:
 - Facebook
 - Twitter
 - Pinterest
- We intend to take a cautious approach to Social Media

Our Goals Social Media Strategy.

- Stay Current.
- Promote the Township brand.
- Promote Township services. (Rec, Golf)
- Be proactive.
- Persistence.
- Progress in stages.

Facebook

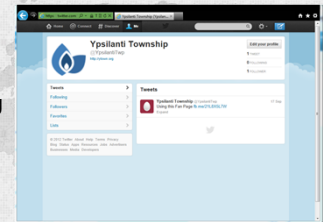
- Yes we have a Facebook account.
 - Its currently not published.
 - <http://goo.gl/pnxS5>
- Public Posting
 - Currently restricted. Only approved post will get published.



fppt.com

Twitter

- Yes we have a Twitter account.
 - There are no tweets
 - <http://goo.gl/hJEJa>
- We will not be responding to tweets.
- We may retweet if of interest to our target audience.



fppt.com

What's On The Roadmap

- Maintain the public Web presence.
- Keep our Social Media intuitive alive.
- Citizen Services Requ^est System for email.
- Rewrite of SupportWeb
- Develop Digital Signage for Facilities
- Develop Self Service Kiosks

fppt.com

The End

- Criticism may not be agreeable, but it is necessary. It fulfills the same function as pain in the human body. It calls attention to an unhealthy state of things.

– Winston Churchill

fppt.com

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
03/19/2013	AP	160998	0363	COMCAST CABLE	207.45
03/19/2013	AP	160999	0363	COMCAST CABLE	37.15
03/19/2013	AP	161000	0118	DTE ENERGY	5,059.56
03/19/2013	AP	161001	0426	GUARDIAN ALARM	307.19
03/19/2013	AP	161002	0426	GUARDIAN ALARM	70.00
03/19/2013	AP	161003	4402	TDS METROCOM	870.00
03/21/2013	AP	161004	5049	BLUE CROSS BLUE SHIELD OF MI	34,728.30
03/21/2013	AP	161005	5049	BLUE CROSS BLUE SHIELD OF MI	56,474.32
03/21/2013	AP	161006	0363	COMCAST CABLE	100.82
03/21/2013	AP	161007	DEARBONNAT	DEARBORN NATIONAL LIFE INSURANCE	2,911.55
03/21/2013	AP	161008	2002	DELTA DENTAL PLAN OF MICHIGAN	13,531.78
03/21/2013	AP	161009	0426	GUARDIAN ALARM	1,306.53
03/21/2013	AP	161010	MIEMI CORP	NIEMI CORPORATION	2,609.77
03/26/2013	AP	161011	B. HAWRYLA	BRADLEY HAWRYLAK	14.00
03/26/2013	AP	161012	B. OVERHOL	BRIAN OVERHOLT	14.00
03/26/2013	AP	161013	C. THORNTON	CHAD THORNTON	14.00
03/26/2013	AP	161014	C. ANIPEN	CHERYL ANIPEN	14.00
03/26/2013	AP	161015	C. THOMAS	CLINTON THOMAS	14.00
03/26/2013	AP	161016	D. WRIGHT	DAMON WRIGHT	14.00
03/26/2013	AP	161017	D. SCHNACK	DEBORAH SCHNACK	14.00
03/26/2013	AP	161018	12794	DOUGLAS BRITTON	14.00
03/26/2013	AP	161019	D. HALL	DOUGLAS HALL	14.00
03/26/2013	AP	161020	E. BACUNGA	EUGENE BACUNGAN	14.00
03/26/2013	AP	161021	G. WOOD	GARY WOOD	14.00
03/26/2013	AP	161022	J. KING	JAMES KING	14.00
03/26/2013	AP	161023	J. HERRING	JASON HERRING	14.00
03/26/2013	AP	161024	J. FRIERSON	JENNIFER FRIERSON	14.00
03/26/2013	AP	161025	J. BANUELO	JOSE BANUELOS-CALDERA	14.00
03/26/2013	AP	161026	K. SWIDERS	KAY SWIDERSKI	14.00
03/26/2013	AP	161027	K. HAYS	KENNETH HAYS	14.00
03/26/2013	AP	161028	L. PIERCE	LORI PIERCE	14.00
03/26/2013	AP	161029	L. SIMPSON	LORI SIMPSON	14.00
03/26/2013	AP	161030	L. BENSON	LYLE BENSON	14.00
03/26/2013	AP	161031	M. GENTRY	MARC GENTRY	14.00
03/26/2013	AP	161032	P. YARGEAU	PATRICIA YARGEAU	14.00
03/26/2013	AP	161033	R. GAMBLE	REBEKAH GAMBLE	14.00
03/26/2013	AP	161034	R. MARROQUIN	ROBERTO MARROQUIN-GARAY	14.00
03/26/2013	AP	161035	S. KNAUP	SANDRA KNAUP	14.00
03/26/2013	AP	161036	S. RYDELL	SARA RYDELL	14.00
03/26/2013	AP	161037	S. OSSENHEIMER	SCOTT OSSENHEIMER	14.00
03/26/2013	AP	161038	S. GREENE	SHARON GREENE	14.00
03/26/2013	AP	161039	S. FRY	STEPHANIE FRY	14.00
03/26/2013	AP	161040	S. SPENCE	SUE SPENCE	14.00
03/26/2013	AP	161041	T. STRUNK	TROY STRUNK	14.00
03/26/2013	AP	161042	W. SHEMWELL	WALLACE SHEMWELL	14.00
03/26/2013	AP	161043	W. CHAVERS	WALTER CHAVERS	14.00
03/26/2013	AP	161044	16509	CLEAR RATE COMMUNICATIONS, INC	1,149.17
03/26/2013	AP	161045	0363	COMCAST CABLE	113.74
03/26/2013	AP	161046	0363	COMCAST CABLE	131.90
03/26/2013	AP	161047	0363	COMCAST CABLE	81.90
03/26/2013	AP	161048	0363	COMCAST CABLE	81.90
03/26/2013	AP	161049	0363	COMCAST CABLE	211.95
03/26/2013	AP	161050	0119	DTE ENERGY**	81,227.63
03/26/2013	AP	161051	16486	PAETEC	449.28
03/26/2013	AP	161052	PAETEC	PAETEC	7.41
03/26/2013	AP	161053	4402	TDS METROCOM	883.05
03/26/2013	AP	161054	0480	YPSILANTI COMMUNITY	102.73

AP TOTALS:

Total of 57 Checks:	203,117.08
Less 0 Void Checks:	0.00
Total of 57 Disbursements:	<u>203,117.08</u>

Accounts Payable Checks
 WAND Checks
 Total

694,039.37
203,117.08
 897,156.45

Check Date	Bank	Check	Vendor	Vendor Name	Amount
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04/03/2013	AP	161055	2937	A & R TOTAL CONSTRUCTION, INC.	3,218.33
04/03/2013	AP	161056	8412	ACO HARDWARE	67.19
04/03/2013	AP	161057	15493	ADAM KURTINAITIS	450.00
04/03/2013	AP	161058	15991	ADVANTAGE MARKETING SOLUTIONS	11,004.00
04/03/2013	AP	161059	0017	ANN ARBOR CLEANING SUPPLY	671.91
04/03/2013	AP	161060	0447	ANN ARBOR SPARK	10,000.00
04/03/2013	AP	161061	0447	ANN ARBOR SPARK	5,000.00
04/03/2013	AP	161062	0022	ANN ARBOR WELDING SUPPLY CO	264.59
04/03/2013	AP	161063	0215	AUTO VALUE YPSILANTI	304.83
04/03/2013	AP	161064	0667	AUTOMATED BUSINESS MACHINES	179.00
04/03/2013	AP	161065	6397	BARR ENGINEERING COMPANY	867.50
04/03/2013	AP	161066	0007	BECKETT & RADEDER	2,681.40
04/03/2013	AP	161067	8150	BOYNE USA RESORTS	380.88
04/03/2013	AP	161068	1186	BREWER'S INC.	481.25
04/03/2013	AP	161069	8274	BUDGET TOWING	190.00
04/03/2013	AP	161070	6959	BUTZEL LONG	822.38
04/03/2013	AP	161071	6015	CENTRON DATA SERVICES	1,380.13
04/03/2013	AP	161072	0870	CHARTER TOWNSHIP OF SUPERIOR	23.36
04/03/2013	AP	161073	C. WARREN	CHRISTINA WARREN	150.00
04/03/2013	AP	161074	15847	CHRISTOPHER BLINSTRUB	63.00
04/03/2013	AP	161075	0825	CITY OF YPSILANTI	1,594.91
04/03/2013	AP	161076	1312	COMPLETE BATTERY SOURCE	56.96
04/03/2013	AP	161077	0582	CONGDON'S	934.61
04/03/2013	AP	161078	6683	D & B POWER ASSOCIATES, INC.	1,845.00
04/03/2013	AP	161079	6944	DES MOINES STAMP MFG. CO.	128.55
04/03/2013	AP	161080	D. PIPKINS	DEVE'RE PIPKINS	96.00
04/03/2013	AP	161081	2039	DTE ENERGY COMPANY -	84,920.00
04/03/2013	AP	161082	2039	DTE ENERGY COMPANY -	126,985.60
04/03/2013	AP	161083	15987	EDGAR RAINEY	150.00
04/03/2013	AP	161084	6951	EMERGENCY VEHICLES PLUS	152.36
04/03/2013	AP	161085	0245	FAST SIGNS	25.52
04/03/2013	AP	161086	1200	FEDERAL EXPRESS CORPORATION	19.36
04/03/2013	AP	161087	6084	FIRE SERVICE MANAGEMENT	39.24
04/03/2013	AP	161088	GMANCINI	GIULIANO MANCINI	30.00
04/03/2013	AP	161089	6169	GOVERNOR BUSINESS SOLUTIONS	152.34
04/03/2013	AP	161090	0107	GRAINGER	41.99
04/03/2013	AP	161091	3391	GRAYBAR	9.59
04/03/2013	AP	161092	6414	GRIFFIN PEST SOLUTIONS	29.00
04/03/2013	AP	161093	6414	GRIFFIN PEST SOLUTIONS	29.00
04/03/2013	AP	161094	6414	GRIFFIN PEST SOLUTIONS	29.00
04/03/2013	AP	161095	6207	HERFF JONES INC	218.85
04/03/2013	AP	161096	6547	HERITAGE NEWSPAPERS	44.80
04/03/2013	AP	161097	0503	HOME DEPOT	518.02
04/03/2013	AP	161098	8477	HOMER TURNER	2,397.60
04/03/2013	AP	161099	8119	ICLE	121.50
04/03/2013	AP	161100	6237	INTERNATIONAL CODE COUNCIL	78.75
04/03/2013	AP	161101	6357	JUMP-A-RAMA	567.00
04/03/2013	AP	161102	15843	KATRINA BREWER	80.00
04/03/2013	AP	161103	0391	KONICA MINOLTA - ALBIN	123.31
04/03/2013	AP	161104	15998	KOOL RADIATOR	900.00
04/03/2013	AP	161105	6669	LIFELOC	132.00
04/03/2013	AP	161106	7038	LINCOLN SCHOOL DISTRICT	460.51
04/03/2013	AP	161107	6467	LOWES	41.64
04/03/2013	AP	161108	11330	LSL PLANNING INC	2,857.60
04/03/2013	AP	161109	1374	M.A.D.C.M.	75.00
04/03/2013	AP	161110	0236	MADCPO	105.00
04/03/2013	AP	161111	MANPOWER	MANPOWER	2,301.76
04/03/2013	AP	161112	0158	MARK HAMILTON	1,500.00
04/03/2013	AP	161113	6471	MASTER TECH APPLIANCE SERVICE	151.00
04/03/2013	AP	161114	0253	MCLAIN AND WINTERS	9,775.00
04/03/2013	AP	161115	1485	MICHIGAN CAT	240.12
04/03/2013	AP	161116	1489	MICHIGAN GENERATOR SERVICE	364.25
04/03/2013	AP	161117	16461	MICHIGAN LINEN SERVICE, INC.	1,504.46
04/03/2013	AP	161118	6517	MICHIGAN TOURNAMENT FLEET, INC	825.00
04/03/2013	AP	161119	16407	MLIVE MEDIA GROUP	657.00
04/03/2013	AP	161120	16092	NATIONAL FIRE CODES	1,165.50
04/03/2013	AP	161121	6660	NIKE USA, INC.	4,193.48
04/03/2013	AP	161122	6278	OBRYAN'S LOCK & KEY*	10.00
04/03/2013	AP	161123	2997	OFFICE EXPRESS	1,207.22
04/03/2013	AP	161124	OFFICEMAX	OFFICE MAX IMPRESS	1,400.00
04/03/2013	AP	161125	1081	OKINAWAN KARATE CLUB	1,099.00
04/03/2013	AP	161126	0309	ORCHARD, HILTZ & MCCLIMENT INC	379.00
04/03/2013	AP	161127	2966	PITNEY BOWES	1,482.39
04/03/2013	AP	161128	16008	PRIORITY ONE EMERGENCY	201.82
04/03/2013	AP	161129	R. JOSEPH	RANECIA JOSEPH	100.00
04/03/2013	AP	161130	3214	RENT A WRECK	33.00
04/03/2013	AP	161131	6308	RKA PETROLEUM	4,414.02
04/03/2013	AP	161132	15772	S & S PARTS	152.04

CHECK NUMBERS 161055 - 161171

Check Date	Bank	Check	Vendor	Vendor Name	Amount
04/03/2013	AP	161133	6105	SAKSTRUP'S	859.37
04/03/2013	AP	161134	S. JIMEROS	SALUNDA JIMERSON	80.00
04/03/2013	AP	161135	0634	SAM'S CLUB DIRECT	60.82
04/03/2013	AP	161136	11274	SENSAPHONE	174.46
04/03/2013	AP	161137	15419	SERVICE ELECTRIC	22.50
04/03/2013	AP	161138	6288	SIGNS BY TOMORROW	25.00
04/03/2013	AP	161139	15751	SOUTHERN COMPUTER WAREHOUSE	5,493.76
04/03/2013	AP	161140	16364	SPICER GROUP	290.50
04/03/2013	AP	161141	1338	STADIUM TROPHY	361.82
04/03/2013	AP	161142	STANTEC	STANTEC	1,251.50
04/03/2013	AP	161143	6384	STAPLES* - ACCOUNT #1026071	892.63
04/03/2013	AP	161144	1227	TARGET INFORMATION	53.41
04/03/2013	AP	161145	15941	TODD BARBER	950.00
04/03/2013	AP	161146	4779	U.S. BANK, N.A.	150,010.00
04/03/2013	AP	161147	3082	UNIVERSITY TRANSLATORS	140.00
04/03/2013	AP	161148	7045	VAN BUREN SCHOOL DISTRICT	1,153.20
04/03/2013	AP	161149	0497	VAN BUREN STEEL & FABRICATING	276.28
04/03/2013	AP	161150	1354	VESCO OIL CORPORATION	12.95
04/03/2013	AP	161151	6627	VICTORY LANE	51.82
04/03/2013	AP	161152	0136	WASHTENAW AREA MUTUAL AID	600.00
04/03/2013	AP	161153	7035	WASHTENAW COMMUNITY COLLEGE#	1,208.14
04/03/2013	AP	161154	7005	WASHTENAW COUNTY TREASURER	6,425.00
04/03/2013	AP	161155	7005	WASHTENAW COUNTY TREASURER	4,947.50
04/03/2013	AP	161156	0444	WASHTENAW COUNTY TREASURER#	23,183.52
04/03/2013	AP	161157	0444	WASHTENAW COUNTY TREASURER#	126,012.00
04/03/2013	AP	161158	0444	WASHTENAW COUNTY TREASURER#	53,800.50
04/03/2013	AP	161159	7042	WASHTENAW INTERMEDIATE	925.70
04/03/2013	AP	161160	7044	WAYNE ISD	343.23
04/03/2013	AP	161161	16055	WEATHERGARD WINDOW COMPANY	101.00
04/03/2013	AP	161162	16404	WELLS FARGO FINANCIAL LEASING	5,503.85
04/03/2013	AP	161163	7036	WILLOW RUN SCHOOL DISTRICT	476.36
04/03/2013	AP	161164	1627	WINGFOOT COMMERCIAL TIRE	2,106.76
04/03/2013	AP	161165	4263	WOLVERINE FREIGHTLINER	1,419.01
04/03/2013	AP	161166	7054	YCUA	2,544.44
04/03/2013	AP	161167	0480	YPSILANTI COMMUNITY	464.30
04/03/2013	AP	161168	7034	YPSILANTI DISTRICT LIBRARY	1,561.72
04/03/2013	AP	161169	7039	YPSILANTI SCHOOL DISTRICT	2,200.45
04/03/2013	AP	161170	6417	YPSILANTI TWP PETTY CASH	353.40
04/03/2013	AP	161171	0729	ZEP MANUFACTURING COMPANY	356.05

AP TOTALS:

Total of 117 Checks:	694,039.37
Less 0 Void Checks:	0.00
Total of 117 Disbursements:	<u>694,039.37</u>

SUPERVISOR REPORT

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

CLERK REPORT

APRIL 8, 2013

Submitted by Karen Lovejoy Roe, Clerk

- **Unity Vibrations Tour-On** - Wednesday, March 20, 2014 Clerk Lovejoy Roe along with Supervisor Stumbo and Treasurer Doe toured Unity Vibrations. Unity Vibrations is a growing business and is looking at expanding at the current location on Ecorse Road. The tour resulted in support from the township to help Unity Vibrations expansion into the local market.
- **Meals on Wheels**-Annual Fundraiser was held at the Ypsilanti Marriott on Thursday, March 21, 2013 and was well attended and a great success. Supervisor Stumbo, Treasurer Doe and Clerk Lovejoy Roe all helped with the event. Many staff also attended and supported this great community organization providing meals to our seniors on a daily basis.
- **Urban County Executive Committee**-A meeting was held on Tuesday, March 26, 2013 and was attended by Clerk Lovejoy Roe and Supervisor Stumbo. Discussion was held regarding the annual funding plan. It was recommended that meetings be held with Ypsilanti Township development team regarding two proposed funding recipients of HOME funds for the proposed 2013-14 funding cycle. The two organizations are Community Alliance and Oakridge Apartments. Both organizations are seeking funding from the HOME funds for two projects in Ypsilanti Township. Meetings with the organizations are currently being planned. A decision was made regarding the funding allocations for HOME and CDBG funds and it was decided to keep the allocation model the same for the 2013-14 funding cycle as in the past years. It was also agreed to set aside a part of each municipality's allocation for this funding cycle to contribute to a large project that the participating communities will agree upon at a later date.
- **Reading Project at Bishop Elementary (Lincoln Consolidated Schools)**-Clerk Lovejoy Roe participated in reading to students and parents on Tuesday, March 26, 2013.
- **Washtenaw County Clerk's Meeting**-Clerk Lovejoy Roe, Angela Robinson and Maria Batianis, Election Specialists in the Clerk's office attended the Washtenaw County Clerk's Meeting on Wednesday, March 27, 2013 at Scio Township. Updates on elections for 2013 were discussed. A presentation was made by two groups working to increase organ donations in the State of Michigan. Michigan is one of the lowest donor states in the United States and because of the low numbers of residents donating organs and signing up to be a donor in Michigan many Michigan residents die while waiting for an organ. The Secretary of State and the Washtenaw County Clerk have programs promoting organ donation and have asked for help in promoting organ donation and signing up donors. Clerk Lovejoy Roe is working to have information located on the Ypsilanti Township website and to have information available in Ypsilanti Township for this very important program. Information will be coming to the township board regarding becoming a donor and ways to promote the donor program throughout Ypsilanti Township.

- **Washtenaw County Road Commission Annual Meeting**-The annual meeting with Ypsilanti Township and representatives from the Washtenaw Road Commission was held on Wednesday, March 27, 2013 at the Township Civic Center. Supervisor Stumbo, Treasurer Doe, Clerk Lovejoy Roe, and Ypsilanti Township staff, Jeff Allen and Carl Girbach attended the annual meeting. Many plans were discussed regarding roads in Ypsilanti Township.
- **14-B District Court**-Supervisor Stumbo, Clerk Lovejoy Roe and Treasurer Doe met with Judge Pope and Magistrate Nelson to discuss revenue and expenditures for 2013 related to the approved budget. It was reported that currently the 14-B Court budget is on track for the first quarter of 2013.
- **AATA Urban Core Transit Meeting**-Clerk Lovejoy Roe and Supervisor Stumbo attended a meeting of the AATA Urban Core Transit group on Thursday, March 28, 2013 at Pittsfield Township. The meeting was well attended by members of the public. The municipalities that met to discuss the future of AATA transit in the Urban Core communities of Washtenaw County were the Cities of Ann Arbor and Saline, the Townships of Pittsfield and Ypsilanti. The next meeting of the AATA URBAN CORE is scheduled for Thursday, April 25, 2013 at 4:00 p.m. The location is to be determined.
- **2012 Audit**-The Charter Township of Ypsilanti 2012 Audit is currently underway with the auditors working at the township with Javonna Neel, Accounting Director and township staff.

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

ATTORNEY REPORT

GENERAL LEGAL UPDATE

**RESOLUTION NO. 2013-7
AUTHORIZING ISSUANCE OF
2013 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS**

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, held on April 8, 2013, at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

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

WHEREAS, the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Issuer") has previously issued its General Obligation Limited Tax Capital Improvement Bonds, Series 2005A, dated February 17, 2005, in the original principal amount of \$475,000 (the "2005 Bonds") and its General Obligation Limited Tax Capital Improvement Bonds, Series 2006, dated August 30, 2006, in the original principal amount of \$3,200,000 (the "2006 Bonds," together with the 2005 Bonds, the "Prior Bonds"), portions of which are still outstanding; and

WHEREAS, in order to achieve savings on its debt service payments for such outstanding bonds, the Township Board tentatively determines that it is in the best interest of the Issuer to refund all or a portion of the 2005 Bonds maturing in the years 2014 to 2019, inclusive, and all or a portion of the 2006 Bonds maturing in the years 2015 to 2029, inclusive (the "Prior Bonds to be Refunded"); and

WHEREAS, in order to achieve savings on its debt service payments for the Prior Bonds to be Refunded, the Township Board tentatively determines that it is in the best interest of the Issuer to refund

all or a portion of the Prior Bonds to be Refunded;

WHEREAS, the Revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), permits the Issuer to refund and advance refund all or part of the outstanding securities of the Issuer; and

WHEREAS, the Issuer has been advised that it may achieve interest costs savings through the refunding of the Prior Bonds to be Refunded; and

WHEREAS, to finance the cost of refunding the Prior Bonds to be Refunded, the Township Board deems it necessary to borrow the principal sum of not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) and issue bonds therefor (the “Bonds”); and

WHEREAS, the Issuer has received a proposal from Hilliard Lyons (the “Underwriter”) to purchase the Bonds pursuant to a negotiated sale.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Refunding Bonds; Bond Terms. Bonds of the Issuer designated 2013 General Obligation Limited Tax Refunding Bonds (the “Bonds”) are authorized to be issued in the aggregate principal sum of not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) for the purpose of paying the costs of refunding the Prior Bonds to be Refunded, including the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration from 1 upwards. The Bonds will be dated as of the date of delivery and be payable on May 1 (or such other date as determined at the time of sale thereof) in the years 2014 to 2029, inclusive, in the annual amounts determined at the time of sale by either of the Supervisor, Clerk or Treasurer (each an “Authorized Officer”, and together the “Authorized Officers”).

The Bonds shall bear interest at a rate or rates to be determined at the time of sale thereof, but in

any event not to exceed three and one-half percent (3.50%) per annum, payable on November 1, 2013 (or such other date as determined at the time of sale thereof), and semiannually thereafter, by check or draft mailed by the Transfer Agent (as hereinafter defined) to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Issuer to conform to market practice in the future.

2. Execution of Bonds; Book-Entry-Only Form. The Bonds of this issue shall be executed in the name of the Issuer with the facsimile signatures of the Supervisor and Clerk of the Issuer and shall have the seal of the Issuer, or a facsimile thereof, printed or impressed on the Bonds. No Bond shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The principal of the Bonds shall be payable at a bank or trust company to be appointed by an Authorized Officer to act as registrar, transfer agent and paying agent for the Bonds (the "Transfer Agent").

The Bonds may be issued in book-entry-only form through the Depository Trust Company in New York, New York ("DTC") and any officer of the Issuer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the Bond form within the parameters of this resolution as may be required to accomplish the foregoing.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the Issuer. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder

requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. Limited Tax Pledge; Defeasance of Bonds. The Issuer hereby pledges its limited tax full faith and credit for the prompt payment of the principal and interest on the Bonds. The Issuer shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary levy taxes upon all taxable property in the Issuer subject to applicable constitutional and statutory tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year. The Township Treasurer is authorized and directed to open a separate fund with a bank or trust company designated by the Township Board to be known as the 2013 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature. Into said fund there shall be placed the accrued interest, if any, received at the time of delivery of the Bonds.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Bond Proceeds; Bond Issuance Fund; Escrow Fund; Escrow Agreement. The proceeds of

the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Prior Bonds to be Refunded as provided in this paragraph. Upon receipt of the proceeds of sale of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2013 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS ISSUANCE FUND (the "Issuance Fund"). Moneys in the Issuance Fund shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the Bonds.

The balance of the proceeds of the Bonds together with any moneys transferred by the Issuer at the time of sale of the Bonds from the debt retirement funds for the Prior Bonds to be Refunded and any other available funds of the Issuer, shall be held as cash or invested in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the "Escrow Fund") and used to pay principal, interest and redemption premiums, if any, on the Prior Bonds to be Refunded. The Escrow Fund shall be held by an escrow agent (the "Escrow Agent") pursuant to an escrow agreement (the "Escrow Agreement") which shall irrevocably direct the Escrow Agent to take all necessary steps to call for redemption any Prior Bonds to be Refunded specified by the Issuer upon sale of the Bonds, including publication and mailing of redemption notices, on any call date, as specified by the Issuer. The investment held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal, interest and redemption premiums, if any, on the Prior Bonds to be Refunded as they become due pursuant to maturity or the call for redemption required by this paragraph. Following establishment of the Escrow Fund, any amounts remaining in the debt retirement funds for the Prior Bonds to be Refunded shall be transferred to the Debt Retirement Fund for the Bonds. Any

Authorized Officer is authorized to select a Michigan bank or trust company to serve as Escrow Agent pursuant to the Escrow Agreement.

6. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF WASHTENAW

CHARTER TOWNSHIP OF YPSILANTI
2013 GENERAL OBLIGATION LIMITED TAX REFUNDING BOND

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	May 1, _____	_____, 2013	

Registered Owner:

Principal Amount: _____ Dollars

The Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Issuer"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on November 1, 2013 and semiannually thereafter. Principal of this bond is payable at the corporate trust office of _____, Michigan, or such other transfer agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the 15th day of the month preceding the interest payment date as shown on the registration books of the Issuer kept by the Transfer Agent by check or draft mailed by the Transfer Agent to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the Issuer are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of \$_____, issued pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended and pursuant to a resolution of the Township Board of the Issuer adopted April 8, 2013 for the purpose of refunding all or part of the Issuer's outstanding General Obligation Limited Tax Capital Improvement Bonds, Series 2005A and General Obligation Limited Tax Capital Improvement Bonds, Series 2006.

Bonds of this issue maturing in the years 20__ to 20__, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the year 20__ and thereafter shall be subject to redemption prior to maturity, at the option of the Issuer, in any order of maturity and by lot within any maturity, on any date on or after May 1, 20__, at par and accrued interest to the date fixed for redemption.

[Insert Term Bond Provisions, if applicable.]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the Issuer kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the Issuer, and the Issuer is required, if necessary, to levy ad valorem taxes on all taxable property in the Issuer for the payment thereof, subject to applicable constitutional and statutory tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the Issuer, including this bond and the series of bonds of which this is one, does not exceed any constitutional or statutory debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the Issuer, by its Township Board, has caused this bond to be signed in the name of the Issuer by the facsimile signatures of its Supervisor and Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CHARTER TOWNSHIP OF YPSILANTI
County of Washtenaw
State of Michigan

By: _____
Its: Supervisor

(SEAL)

By: _____
Its: Clerk

(Form of Transfer Agent's Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

Transfer Agent

By: _____

Authorized: _____

DATE OF REGISTRATION:

[Bond printer to insert form of assignment]

7. Tax Covenant. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Bonds from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the “Code”), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds.

8. Redemption of Bonds. The Bonds shall be subject to redemption prior to maturity at the times and prices and in the manner determined at the time of the sale thereof.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the Issuer. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

9. Continuing Disclosure Undertaking. The Issuer agrees to enter into an undertaking for the benefit of the holders and beneficial owners of the Bonds pursuant to Rule 15c2-12 of the U.S. Securities and Exchange Commission and the Finance Director is hereby authorized to execute such undertaking prior to delivery of the Bonds.

10. Negotiated Sale. The Township Board has considered the option of selling the Bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34, determines that a negotiated sale of the Bonds will result in the most efficient and expeditious means of selling the Bonds and will result in the lowest interest cost to the Issuer.

11. Bond Purchase Agreement; Award. The Authorized Officers are each individually authorized to negotiate the sale of the Bonds with the Underwriter, negotiate and execute a bond purchase agreement with the Underwriter, execute a Sale Order specifying the final terms of the Bonds and take all other necessary actions required to effectuate the sale, issuance and delivery of the Bonds within the parameters authorized in this resolution, *provided that* the true interest rate on the Bonds shall not exceed 3.5% per annum, the present value savings on the Prior Bonds to be Refunded shall be at least 5%, and *provided further that* the Underwriter's discount shall not exceed 1.25% of the principal amount of the Bonds.

12. Adjustment of Bond Terms. The Authorized Officers are each authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, the portion or portions of the Prior Bonds to be Refunded, and other matters, within the parameters established by this Resolution, pursuant to a Bond Purchase Agreement with the Underwriter. The Authorized Officers are each authorized to do all other acts and take all other necessary procedures required to effectuate the sale, issuance, and delivery of the Bonds.

13. Authorization of other Actions. The Authorized Officers are each hereby authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with

respect to the Bonds; to procure a policy of municipal bond insurance with respect to the Bonds or cause the qualification of the Bonds therefor if, upon the advice of the financial advisor to the Issuer, the acquisition of such insurance would be of economic benefit to the Issuer; to obtain ratings on the Bonds; and to take all other actions necessary or advisable, and make such other filings with the Michigan Department of Treasury or with other parties, to enable the sale and delivery of the Bonds as contemplated herein.

14. Appointment of Bond Counsel and Financial Advisor. The Township Board hereby confirms the appointment of Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel and Stauder Barch & Associates, Inc., to act as financial advisor with respect to the Bonds.

15. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on April 8, 2013, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

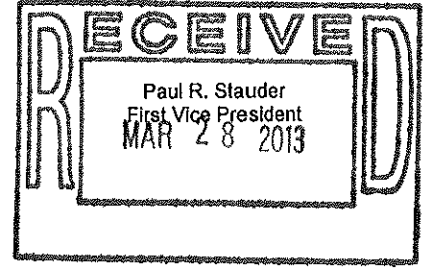
Clerk

Stauder, Barch & Associates, Inc.

PUBLIC FINANCIAL CONSULTANTS
Since 1968

Richard W. Barch
President

March 25, 2013



Mr. Thomas D. Colis
Miller, Canfield, Paddock and Stone
150 West Jefferson, Suite 2500
Detroit, Michigan 48226

Re: Not to Exceed \$3,500,000 Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, 2013 Capital Improvement Refunding Bonds (LTGO)

Dear Tom:

Please draft a bond resolution for the bonds for the Board's consideration. Pending market conditions, this issue will current refund the 2005A and 2006 bonds. The bond parameters are as follows:

Bonds to be Refunded: Capital Improvement Bonds, Series 2005A

Callable maturities are April 1, 2014-2019

Original Issue Date – February 17, 2005

Bonds to be Refunded: General Obligation Limited Tax Capital Improvement Bonds, Series 2006

Callable maturities are May 1, 2015-2029

Original Issue Date – August 30, 2006

New Bonds:

Provide for serial and term bonds.

The Bonds shall be made callable, at the option of the Issuer on any date on or after the initial call date at par and accrued interest; no premium.

The bonds will be Bank Qualified.

Maturities May 1 annually

Dated Date and maturity amounts are to be determined upon sale.

Other:

Authorize Security Report filing.

Bond insurance may be purchased for the bonds by the Township or underwriter.

Name Hilliard Lyons as the senior managing underwriter.

Delegation parameters: Underwriter's Spread Not to exceed \$12.50 per thousand (1.25%)

TIC shall not exceed 3.5%

Savings not less than 5% PV.

We would appreciate receiving a copy of the bond resolution, continuing disclosure undertaking and legal opinion when they become available. Please let me know if anything further is needed at this time.

Sincerely,

A handwritten signature in cursive script that reads "Paul R. Stauder".

Paul R. Stauder
First Vice President

PRS
Enclosures

Cc: Brenda Stumbo, Township Supervisor
Larry Doe, Township Treasurer
Karen Lovejoy Roe, Township Clerk
Jack Brusewitz, Hilliard Lyons
Robert Naughton / Kristine Griffiths / Ray Slomba / Monica Vincent, SB&A

\$3,325,000
CHARTER TOWNSHIP OF YPSILANTI
COUNTY OF WASHTENAW, STATE OF MICHIGAN
2013 CAPITAL IMPROVEMENT REFUNDING BONDS
(GENERAL OBLIGATION LIMITED TAX)

Estimated Sources & Uses of Funds

<u>Sources of Funds</u>	<u>Refunding 2006</u>	<u>Refunding 2005</u>	<u>Refunding Par</u>
Par Amount of Bonds	\$3,055,000.00	\$270,000.00	\$3,325,000.00
Production	0.00	0.00	0.00
Accrued Interest	0.00	0.00	0.00
Other	0.00	0.00	0.00
Contribution from Debt Funds	0.00	0.00	0.00
Total Sources	<u>\$3,055,000.00</u>	<u>\$270,000.00</u>	<u>\$3,325,000.00</u>
<u>Uses of Funds</u>			
Deposit to Escrow Account	\$2,986,489.17	\$261,647.50	\$3,248,136.67
Deposit to Debt Fund	0.00	0.00	0.00
Underwriter's Discount @ 0.750% Estimate	22,912.50	2,025.00	24,937.50
Bond Insurance 0.000% Estimate	0.00	0.00	0.00
Costs of Issuance	46,235.01	4,086.24	50,321.25
Excess Contingency	(636.68)	2,241.26	1,604.58
Total Uses	<u>\$3,055,000.00</u>	<u>\$270,000.00</u>	<u>\$3,325,000.00</u>
	<u>\$46,235.01</u>	<u>\$4,086.24</u>	<u>\$50,321.25</u>

Stauder, Barch & Associates, Inc.
Municipal Bond Financial and Marketing Consultants
3989 Research Park Drive
Ann Arbor, Michigan 48108
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RJN/AWW

\$3,055,000
CHARTER TOWNSHIP OF YPSILANTI
COUNTY OF WASHTENAW, STATE OF MICHIGAN
2013 CAPITAL IMPROVEMENT REFUNDING BONDS
(GENERAL OBLIGATION LIMITED TAX)
SAVINGS ANALYSIS REFUNDING 2006 ISSUE

PRESENT VALUE ANALYSIS		Rate =	2.44%
Present Value of Refunded Bonds =		\$3,432,410.07	
Less Present Value of Refunding Bonds =		(3,065,679.98)	
Gross Present Value Savings =		\$366,730.09	
Plus Accrued Interest =		0.00	
Less Initial Transfer Amount =		0.00	
Excess Contingency =		0.00	
Net Present Value Savings =		<u>\$366,730.09</u>	
Percent of Current Issue:		12.00%	
Percent of Previous Issue:		12.41%	

2013 CAPITAL IMPROVEMENT REFUNDING BONDS						
		Average Coupon:		2.51134%		
Dated Date: 5/2/13		Net Interest Cost:		2.55617%		
Delivery Date: 5/2/13		True Interest Cost:		2.57931%		
Bond Years: 28,101.51		Arbitrage Yield:		2.44241%		
Average Life: 9.20		Effective Interest Cost:		2.77118%		
Fiscal Year	Tax Year	Principal Due	Interest Rate	Interest Due	Interest Due	Total P&I
Year	12-31,	May 1		May 1	Nov 1	
2012	2013	\$0	0.000%	\$0	\$32,428	\$32,428
2013	2014	135,000	0.700%	32,609	32,137	199,745.5
2014	2015	150,000	0.810%	32,137	31,529	213,665.5
2015	2016	155,000	0.960%	31,529	30,785	217,314.0
2016	2017	165,000	1.130%	30,785	29,853	225,637.8
2017	2018	170,000	1.370%	29,853	28,688	228,541.0
2018	2019	180,000	1.610%	28,688	27,239	235,927.5
2019	2020	185,000	1.840%	27,239	25,537	237,776.5
2020	2021	195,000	2.060%	25,537	23,529	244,066.0
2021	2022	195,000	2.260%	23,529	21,325	239,854.0
2022	2023	200,000	2.450%	21,325	18,875	240,200.5
2023	2024	205,000	2.570%	18,875	16,241	240,116.3
2024	2025	210,000	2.690%	16,241	13,417	239,657.5
2025	2026	215,000	2.810%	13,417	10,396	238,812.3
2026	2027	225,000	2.910%	10,396	7,122	242,517.8
2027	2028	230,000	3.000%	7,122	3,672	240,794.0
2028	2029	240,000	3.060%	3,672	0	243,672.0
2029	2030	0	3.120%	0	0	0.0
		\$3,055,000		\$352,954	\$352,772	\$3,760,726

BONDS TO BE REFUNDED						
GENERAL OBLIGATION LIMITED TAX CAPITAL IMPROVEMENT BONDS, SERIES 2006						
		Dated Date:		8/30/06		
Bond Years: 28,530.00		Net Interest Cost:		4.37830%		
Average Life: 9.65		True Interest Cost:		4.36927%		
Fiscal Year	Tax Year	Principal Due	Interest Rate	Interest Due	Interest Due	Total P&I
Year	12-31,	May 1		May 1	Nov 1	
2012	2013	\$0	3.750%	\$0	\$63,416	\$63,416
2013	2014	105,000	3.750%	63,416	61,448	229,864
2014	2015	120,000	3.750%	61,448	59,198	240,645
2015	2016	130,000	4.000%	59,198	56,598	245,795
2016	2017	140,000	4.100%	56,598	53,728	250,325
2017	2018	150,000	4.200%	53,728	50,578	254,305
2018	2019	160,000	4.250%	50,578	47,178	257,755
2019	2020	170,000	4.250%	47,178	43,565	260,743
2020	2021	180,000	4.250%	43,565	39,740	263,305
2021	2022	190,000	4.300%	39,740	35,655	265,395
2022	2023	200,000	4.350%	35,655	31,305	266,960
2023	2024	210,000	4.375%	31,305	26,711	268,016
2024	2025	220,000	4.400%	26,711	21,871	268,583
2025	2026	235,000	4.400%	21,871	16,701	273,573
2026	2027	245,000	4.450%	16,701	11,250	272,951
2027	2028	250,000	4.500%	11,250	5,625	266,875
2028	2029	250,000	4.500%	5,625	0	255,625
2029	2030	0	0.000%	0	0	0
		\$2,955,000		\$624,565	\$624,565	\$4,204,130

Fiscal Year	Tax Year	Annual Savings	Present Value of Annual Savings @ 2.44%	* Cumulative Savings
Year	12-31,			
2012	2013	\$30,988	\$30,617	\$30,988
2013	2014	30,118	29,053	61,107
2014	2015	26,980	25,385	88,086
2015	2016	28,481	26,193	116,567
2016	2017	24,687	22,143	141,254
2017	2018	25,764	22,587	167,018
2018	2019	21,828	18,662	188,846
2019	2020	22,966	19,195	211,812
2020	2021	19,239	15,683	231,051
2021	2022	25,541	20,391	256,592
2022	2023	26,760	20,875	283,351
2023	2024	27,900	21,266	311,251
2024	2025	28,925	21,540	340,176
2025	2026	34,760	25,299	374,937
2026	2027	30,434	21,631	405,370
2027	2028	26,081	18,106	431,451
2028	2029	11,953	8,106	443,404
2029	2030	0	0	443,404
		\$443,404	\$366,730	
		Plus Accrued Interest, Less Issuer Contribution:		0
		Plus Excess Proceeds:		0
		\$443,404	\$366,730	

* Cumulative Savings Includes the Initial Transfer Amount: \$0.00
 * Cumulative Savings Includes Excess Proceeds: \$0.00
 * Cumulative Savings Includes Accrued Interest: \$0.00

\$3,325,000
CHARTER TOWNSHIP OF YPSILANTI
COUNTY OF WASHTENAW, STATE OF MICHIGAN
2013 CAPITAL IMPROVEMENT REFUNDING BONDS
(GENERAL OBLIGATION LIMITED TAX)
SAVINGS ANALYSIS REFUNDING 2006 & 2005 ISSUES COMBINED

PRESENT VALUE ANALYSIS	Rate =	2.44%
Present Value of Refunded Bonds =		\$3,705,069.77
Less Present Value of Refunding Bonds =		(3,325,000.65)
Gross Present Value Savings =		380,069.12
Plus Accrued Interest =		0.00
Less Initial Transfer Amount =		0.00
Net Present Value Savings =		<u>\$380,069.12</u>
Percent of Current Issue:		11.43%
Percent of Previous Issue:		11.82%

2013 CAPITAL IMPROVEMENT REFUNDING BONDS						
		Average Coupon:		2.47031%		
Dated Date: 5/2/13		Net Interest Cost:		1.54445%		
Delivery Date: 5/2/13		True Interest Cost:		2.54037%		
Bond Years: 29,045.76		Arbitrage Yield:		2.44241%		
Average Life: 8.74		Effective Interest Cost:		2.72074%		
Tax Year	Fiscal Year	Principal Due May 1	Interest Rate	Interest Due May 1	Interest Due Nov 1	Total P&I
2012	2013	\$0	0.000%	\$0	\$33,900	\$33,900
2013	2014	180,000	0.700%	34,090	33,460	247,549.0
2014	2015	195,000	0.810%	33,460	32,670	261,129.3
2015	2016	200,000	0.960%	32,670	31,710	264,379.5
2016	2017	210,000	1.130%	31,710	30,523	272,233.0
2017	2018	215,000	1.370%	30,523	29,051	274,573.8
2018	2019	225,000	1.610%	29,051	27,239	281,289.8
2019	2020	185,000	1.840%	27,239	25,537	237,776.5
2020	2021	195,000	2.060%	25,537	23,529	244,066.0
2021	2022	195,000	2.260%	23,529	21,325	239,854.0
2022	2023	200,000	2.450%	21,325	18,875	240,200.5
2023	2024	205,000	2.570%	18,875	16,241	240,116.3
2024	2025	210,000	2.690%	16,241	13,417	239,657.5
2025	2026	215,000	2.810%	13,417	10,396	238,812.3
2026	2027	225,000	2.910%	10,396	7,122	242,517.8
2027	2028	230,000	3.000%	7,122	3,672	240,794.0
2028	2029	240,000	3.060%	3,672	0	243,672.0
2029	2030	0	3.120%	0	0	0.0
		\$3,325,000		\$358,855	\$358,666	\$4,042,521

BONDS TO BE REFUNDED					Dated Date:	
GENERAL OBLIGATION LIMITED TAX CAPITAL IMPROVEMENT					8/30/06	
CAPITAL IMPROVEMENT BONDS, SERIES 2005A					02/17/05	
Bond Years: 29,475.00		Net Interest Cost: 4.36182%				
Average Life: 9.17		True Interest Cost: 4.34889%				
Tax Year	Fiscal Year	Principal Due May 1	Interest Rate	Interest Due May 1	Interest Due Nov 1	Total P&I
2012	2013	\$0	Various	\$0	\$68,359	\$68,359
2013	2014	145,000	Various	68,359	65,670	279,029
2014	2015	160,000	Various	65,670	62,680	288,350
2015	2016	170,000	Various	62,680	59,330	292,010
2016	2017	185,000	Various	59,330	55,605	299,935
2017	2018	195,000	Various	55,605	51,578	302,183
2018	2019	210,000	Various	51,578	47,178	308,755
2019	2020	170,000	4.250%	47,178	43,565	260,743
2020	2021	180,000	4.250%	43,565	39,740	263,305
2021	2022	190,000	4.300%	39,740	35,655	265,395
2022	2023	200,000	4.350%	35,655	31,305	266,960
2023	2024	210,000	4.375%	31,305	26,711	268,016
2024	2025	220,000	4.400%	26,711	21,871	268,583
2025	2026	235,000	4.400%	21,871	16,701	273,573
2026	2027	245,000	4.450%	16,701	11,250	272,951
2027	2028	250,000	4.500%	11,250	5,625	266,875
2028	2029	250,000	4.500%	5,625	0	255,625
2029	2030	0	0.000%	0	0	0
		\$3,215,000		\$642,823	\$642,823	\$4,500,645

Present Value of Annual Savings	Annual Savings	Present Value of Annual Savings @ 2.44%	* Cumulative Savings
\$34,459	\$34,459	\$34,045	\$34,459
31,480	31,480	30,347	65,938
27,221	27,221	25,588	93,159
27,631	27,631	25,382	120,790
27,702	27,702	24,866	148,492
27,609	27,609	24,214	176,100
27,465	27,465	23,536	203,566
22,966	22,966	19,195	226,532
19,239	19,239	15,683	245,771
25,541	25,541	20,391	271,312
26,760	26,760	20,875	298,071
27,900	27,900	21,266	325,971
28,925	28,925	21,540	354,896
34,760	34,760	25,299	389,656
30,434	30,434	21,631	420,090
26,081	26,081	18,106	446,171
11,953	11,953	8,106	458,124
0	0	0	458,124
\$458,124	\$458,124	\$380,069	
			Plus Accrued Interest, Less Issuer Contribution:
0	0	0	
458,124	458,124	380,069	RJN/AWW

* Cumulative Savings Includes the Initial Transfer Amount: \$0.00
 * Cumulative Savings Includes Accrued Interest: \$0.00

RESOLUTION 2013-8
APPROVING REFUNDING CONTRACT

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Local Unit"), held on the 8th day of April, 2013, at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

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

WHEREAS, it is deemed necessary to refund certain maturities of the Ypsilanti Community Utilities Authority's ("YCUA") Water Supply System No. 4 Bonds (Charter Township of Ypsilanti) so as to produce interest savings to the Local Unit; and

WHEREAS, a Refunding Contract has been prepared between the Local Unit and the Authority to provide for the refunding of certain of said Bonds; and

WHEREAS, this Governing Body has carefully reviewed the proposed Refunding Contract and finds that it provides the best means for accomplishing the necessary savings to the Local Unit.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Refunding Contract, described in the preamble to this resolution, is approved, and the Supervisor and the Township Clerk of the Local Unit are directed to execute and deliver the Contract on behalf of the Local Unit.

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

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on April 8, 2013, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Township Clerk

21,027,806.1\088888-01634

MILLER, CANFIELD, PADDOCK AND STONE, P.L.L.C.

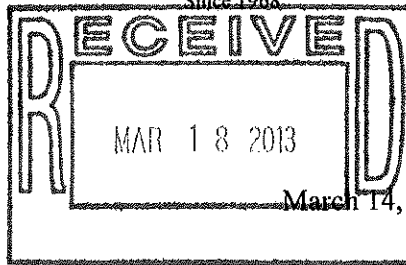
Stauder, Barch & Associates, Inc.

PUBLIC FINANCIAL CONSULTANTS

Since 1968

Richard W. Barch
President

Paul R. Stauder
First Vice President



Mr. Thomas D. Colis
Miller, Canfield, Paddock and Stone
150 West Jefferson, Suite 2500
Detroit, Michigan 48226

Re: Not to Exceed \$4,800,000 Ypsilanti Community Utilities Authority, County of Washtenaw, State of Michigan, Water Supply System No. 4 and Refunding Bonds, Series 2013B (Charter Township of Ypsilanti)

Dear Tom:

Please draft a bond resolution for the bonds for the Board's consideration. This will provide funds for water improvement projects and pending market conditions, advance refund the 2003 bonds. We may adjust the bond amount and maturities prior to having the notice of sale published.

The bond parameters are as follows:

Bonds to be Refunded:	<u>Water Supply System No. 4 Bonds</u> Callable maturities are October 1, 2014-2023 Original Issue Date – July 1, 2003
Date of Issue:	Date of Delivery
Principal Due:	April 1 annually
Maturities:	2014 through 2033 (See Attached)
Maturity Adjustment:	The aggregate principal amount of this issue is believed to be the amount necessary to provide adequate funds to finance projects, refund the Prior bonds and to pay transactional costs. The Issuer reserves the right to increase or decrease the aggregate principal amount of the Bonds by not more than \$150,000 after receipt of the bids and prior to final award. Such adjustment if necessary, will be made in increments of \$5,000, will not exceed \$20,000 per maturity and may be made in any maturity.
Adjustment to Purchase Price:	The purchase price of the bonds will be adjusted proportionately to the adjustment in principal amount of the bonds and in such manner as to maintain as comparable an underwriter spread as possible to that bid.
Term Bonds:	The initial purchaser of the bonds may designate any one or more maturities as term bonds and the consecutive maturities which shall be aggregated in the term bonds. A term bond may consist of bonds subject to optional redemption or bonds not subject to optional redemption but may not consist of both types of bonds. Any such designation must be made within 24 hours of the sale.
Optional Redemption:	Bonds maturing through 4-1-23 shall be non-callable. Bonds due thereafter shall be made callable, at the option of the Issuer on any date on or after 4-1-23 at par and accrued interest; no premium.

File

Stauder, Barch & Associates, Inc.

PUBLIC FINANCIAL CONSULTANTS

Since 1968

Richard W. Barch
President

Paul R. Stauder
First Vice President

Mr. Thomas Colis
March 14, 2013
Page 2

Mandatory Redemption: The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on the dates and in the amounts set forth in the maturity schedule at par, plus accrued interest to the date of mandatory redemption.

First Coupon: 10-1-2013

Capitalized Interest: None.

Maximum Rate: 5%

Maximum Spread: 3%

Multiples: 1/8 or 1/20 of 1% or both

Restriction: Interest Rates Shall Not Be In Descending Order.

Purchase Price: Not less than 99% or more than 102% of the par value.

Form of Bonds: Non-Certificated; Book Entry Only

Basis of Award: Lowest True Interest Cost.

Bond Insurance: Not at issuer's expense.

Good Faith Deposit: Require a 2% good faith deposit to be made by noon following the day of sale.

Tax Designation: To be designated as Qualified Tax Exempt Obligations

Bid Acceptance: At the Authority offices or the Municipal Advisory Council.
Bids may also be submitted via Parity or by Fax at either location.

Official Statements: The Financial Consultant will provide a reasonable number of Final Official Statements to the managing underwriter at no cost.

Notice of Sale: Publish in The Bond Buyer

We would appreciate receiving a copy of the bond resolution, continuing disclosure undertaking and legal opinion when they become available. Please let me know if anything further is needed at this time.

Sincerely,



Paul R. Stauder
First Vice President

PRS
Enclosures

Cc: Jeff Castro, YCUA Director
Scott Westover YCUA Engineer
Dwayne Harrigan, YCUA Finance Director
Brenda Stumbo, Township Supervisor
Larry Doe, Township Treasurer
← Karen Lovejoy Roe, Township Clerk
Robert Naughton / Kristine Griffiths / Ray Slomba / Monica Vincent, SB&A

\$4,710,000
YPSILANTI COMMUNITY UTILITIES AUTHORITY
COUNTY OF WASHTENAW, STATE OF MICHIGAN
WATER SUPPLY SYSTEM AND REFUNDING BONDS, SERIES 2013B
(GENERAL OBLIGATION LIMITED TAX)

Estimated Sources & Uses of Funds

	<u>Refunding 2003</u>	<u>New Money</u>	<u>Total</u>
Sources of Funds			
Par Amount of Bonds	\$1,220,000.00	\$3,490,000.00	\$4,710,000.00
Production	22,940.80	27,042.05	49,982.85
Accrued Interest	0.00	0.00	0.00
Water Fund Reserves	0.00	770,754.83	770,754.83
Contribution from Debt Fund	0.00	0.00	0.00
Total Sources	<u>\$1,242,940.80</u>	<u>\$4,287,796.88</u>	<u>\$5,530,737.68</u>
Uses of Funds			
Deposit to Escrow Account/Construction Account	\$1,212,966.00	\$4,215,413.00	\$5,428,379.00
Deposit to Debt Fund Excess Premium	0.00	1,120.58	1,120.58
Underwriter's Discount @ 0.743%	9,061.38	25,921.47	34,982.85
Bond Insurance 0.000%	0.00	0.00	0.00
Costs of Issuance	17,500.15	45,341.83	62,841.98
Miscellaneous	3,413.27	0.00	3,413.27
Total Uses	<u>\$1,242,940.80</u>	<u>\$4,287,796.88</u>	<u>\$5,530,737.68</u>
Costs of Issuance Detail			
Bond Attorney Miller, Canfield, Paddock & Stone, PLC	\$7,252.65	\$20,747.35	\$28,000.00
Financial Consultant Stauder, Barch & Assoc.	4,105.51	11,744.46	15,849.98
Credit Rating Company	2,305.31	6,594.69	8,900.00
Notice of Sale Publication	414.44	1,185.56	1,600.00
Escrow Agent	400.00	0.00	400.00
Auditor Review	0.00	0.00	0.00
Security Report Filing Dept. of Treasury	244.00	698.00	942.00
Verification Agent	1,250.00	0.00	1,250.00
Official Statement	1,424.63	4,075.37	5,500.00
Municipal Advisory Council Fee	103.61	296.39	400.00
Total Costs of Issuance	<u>\$17,500.15</u>	<u>\$45,341.83</u>	<u>\$62,841.98</u>

Stauder, Barch & Associates, Inc.
Municipal Bond Financial and Marketing Consultants
3989 Research Park Drive
Ann Arbor, Michigan 48108
Phone: (734) 668-6688 Fax: (734) 668-6723 E-Mail: info@stauderbarch.com

RJN

Cash Flow After New Money and Refunding

S&P rating: LTGO AA

\$4,710,000

**YPSILANTI COMMUNITY UTILITIES AUTHORITY
COUNTY OF WASHTENAW, STATE OF MICHIGAN
WATER SUPPLY SYSTEM AND REFUNDING BONDS, SERIES 2013B
(LTGO OF YPSILANTI TOWNSHIP)**

SCHEDULE OF ESTIMATED DEBT SERVICE AND COVERAGE

F/Y End 9-30,	Net Revenue For Debt	Outstanding Water Bond Debt Service	Year of Maturity	4,710,000		Interest		Total	Total Water Debt	Annual Excess or (Shortfall)
				Principal Due Apr-1	Interest Rate	Due Apr-1	Due Oct-1			
2012	2,089,389	1,216,212	2012	0	0.000%	0	0	0	1,216,212	873,176
2013	2,089,389	1,215,975	2013	0	0.000%	0	55,701	55,701	1,271,676	817,713
2014	2,089,389	1,205,890	2014	180,000	2.150%	58,291	56,356	294,648	1,500,537	588,851
2015	2,089,389	1,203,871	2015	185,000	2.150%	56,356	54,368	295,724	1,499,595	589,794
2016	2,089,389	1,152,827	2016	240,000	2.150%	54,368	51,788	346,155	1,498,982	590,407
2017	2,089,389	1,048,295	2017	275,000	2.150%	51,788	48,831	375,619	1,423,913	665,475
2018	2,089,389	1,048,513	2018	280,000	2.150%	48,831	45,821	374,653	1,423,166	666,223
2019	2,089,389	1,052,620	2019	290,000	2.150%	45,821	42,704	378,525	1,431,145	658,244
2020	2,089,389	1,005,138	2020	290,000	2.150%	42,704	39,586	372,290	1,377,428	711,960
2021	2,089,389	998,332	2021	300,000	2.150%	39,586	36,361	375,948	1,374,280	715,109
2022	2,089,389	995,826	2022	305,000	2.150%	36,361	33,083	374,444	1,370,270	719,119
2023	2,089,389	994,964	2023	315,000	2.300%	33,083	29,460	377,543	1,372,507	716,882
2024	2,089,389	812,809	2024	180,000	2.400%	29,460	27,300	236,760	1,049,569	1,039,820
2025	2,089,389	787,280	2025	185,000	2.500%	27,300	24,988	237,288	1,024,568	1,064,821
2026	2,089,389	776,684	2026	190,000	2.600%	24,988	22,518	237,505	1,014,189	1,075,200
2027	2,089,389	775,723	2027	195,000	2.700%	22,518	19,885	237,403	1,013,125	1,076,264
2028	2,089,389	560,560	2028	200,000	2.800%	19,885	17,085	236,970	797,530	1,291,859
2029	2,089,389	479,198	2029	205,000	2.900%	17,085	14,113	236,198	715,395	1,373,994
2030	2,089,389	444,710	2030	215,000	3.000%	14,113	10,888	240,000	684,710	1,404,679
2031	2,089,389	323,180	2031	220,000	3.100%	10,888	7,478	238,365	561,545	1,527,844
2032	2,089,389	319,290	2032	225,000	3.200%	7,478	3,878	236,355	555,645	1,533,744
2033	2,089,389	314,900	2033	235,000	3.300%	3,878	0	238,878	553,778	1,535,611
2034	2,089,389	0	2034	0	0.000%	0	0	0	0	2,089,389
	<u>48,055,944</u>	<u>18,732,799</u>		<u>4,710,000</u>		<u>644,779</u>	<u>642,188</u>	<u>5,996,967</u>	<u>24,729,765</u>	

Stauder, Barch & Associates, Inc.
Municipal Bond Financial and Marketing Consultants
3989 Research Park Drive
Ann Arbor, Michigan 48108
Phone: (734) 668-6688 Fax (734) 668-6723

03/14/13
PRS

REFUNDING CONTRACT

THIS REFUNDING CONTRACT, made and entered into this 8th day of April, 2013, by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY (the “Authority”), a public corporation organized and existing under the authority of Act 233, Public Acts of Michigan, 1955, as amended (the “Act”), under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, (“Act 34”) and the Act (collectively the “Acts”), and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan (the “Township”).

WITNESSETH:

WHEREAS, the Authority has been incorporated under and in pursuance of the provisions of the Act for the purposes set forth in the Act and the Authority’s Articles of Incorporation; and

WHEREAS, the Township and the Authority have entered into a Contract, dated as of February 1, 2003, wherein the Authority agreed to acquire and construct water main improvements for the Township (the “2003 Contract”); and

WHEREAS, an issue of bonds has been issued pursuant to the 2003 Contract, denominated Water Supply System No. 4 Bonds (Charter Township of Ypsilanti) (the “2003 Bonds”); and

WHEREAS, the Township and the Authority have determined that it is in the best interest of the Township and the Authority to refund all or part of the 2003 Bonds maturing in the years 2014 to 2023, inclusive; and

WHEREAS, it is the determination and judgment of the Authority and the Township that

the Bonds should be refunded to secure for the Township the interest savings anticipated and thereby permit the operation of the financed facilities in a more economical fashion for the benefit of the taxpayers of the Township and users of the Township's Water Supply System; and

WHEREAS, the execution of this contract (the "Refunding Contract") is necessary in order to implement a refunding program;

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The Authority and the Township hereby approve and confirm the refunding of all or part of the 2003 Bonds maturing in the years 2014 through 2023 under the provisions of the Act in the manner provided by and pursuant to this Refunding Contract.

2. The Authority will issue a series of refunding bonds (the "Refunding Bonds") in the total principal amount of not to exceed \$1,310,000 in order to pay all or part of the costs of refunding the Bonds as described in Section 1. All costs of retiring the Bonds and of issuing the Refunding Bonds, including payment of the principal of and interest on the Bonds, underwriting discount, bond and other printing, administrative, rating fees, legal and financial advisory fees and expenses, printing of official statements, bond insurance, trustee and paying agent/registrar fees and all related expenses shall be paid from the proceeds of sale of the Refunding Bonds or from cash amounts to be made available to pay such costs.

3. To carry out and accomplish the refunding in accordance with the provisions of Michigan law, the Authority shall or has taken take the following steps:

(a) The Authority will adopt a resolution providing for the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$1,310,000 (the

“Refunding Bond Resolution”), such Resolution substantially in the form attached hereto and based upon the financial analysis provided by Stauder, Barch & Associates, Inc. of the financial benefits of the refunding. The Refunding Bonds shall mature serially or by subject to mandatory sinking fund redemption, or a combination of both, as authorized by law, and will be issued in anticipation of the debt service installment payments required to be made by the Township as provided in the Contract and as hereinafter provided in this Refunding Contract and will be secured primarily by the contractual obligations of the Township to pay said installments when due, including interest. After due adoption of the Refunding Bond Resolution, the Authority will take all legal procedures and steps necessary to effectuate the sale and delivery of the Refunding Bonds.

(b) The Authority, upon receipt of proceeds of sale of the Refunding Bonds, will comply with all provisions and requirements of law, the Refunding Bond Resolution and this Refunding Contract relative to the disposition and use of the proceeds of sale thereof.

(c) The Authority shall not make any investments or take any other actions which would cause the Refunding Bonds herein authorized to be constituted as arbitrage bonds pursuant to any applicable federal statutes or regulations.

(d) The Authority shall take all steps necessary to refund the Bonds.

4. The full principal amount of the Refunding Bonds shall be charged to and paid by the Township to the Authority in annual principal installments, together with interest and other expenses as herein provided. It is understood and agreed that the Refunding Bonds of the Authority will be issued in anticipation of such payments by the Township.

It is agreed that the Township shall pay to the Authority, on each annual maturity date of principal amounts of the Refunding Bonds, such principal amount, and in addition, on each interest payment date on the Refunding Bonds, as accrued interest on the principal installments remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date. From time to time as the Authority is billed by the registrar/transfer/paying agent for the Refunding Bonds for their services, and as other costs and expenses accrue to the Authority from handling of the payments made by the Township or from other action taken in connection with the Refunding Bonds, the Authority shall notify the Township of the amount of such fees, costs and expenses, and the Township shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to pay such amounts.

The Authority shall, within thirty (30) days after the delivery of the Refunding Bonds, furnish the Township with a complete schedule of said installments and the interest thereon and due dates and shall also, at least thirty (30) days prior to each due date, advise the Township, in writing, of the exact amount due on said date. The failure to give such notice shall not, however, excuse the Township from making required payments when due under the provisions hereof.

5. The Township, pursuant to authorization contained in the Act, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payment of the Refunding Bonds as expressed herein. Pursuant to such pledge, if other funds are not available, the Township shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the Township in an amount which, taking into consideration estimated delinquencies

in tax collections, will be sufficient to pay such obligations under this Refunding Contract becoming due before the time of the following year's tax collections, such annual levy shall however be subject to applicable constitutional, statutory and charter limitations. Commitments of the Township are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the Township in anticipation of which the Authority Refunding Bonds hereinbefore referred to are issued. Nothing herein contained shall be construed to prevent the Township from using any, or any combination of, the means and methods provided in Section 7 of the Act for the purpose of providing funds to meet its obligations under this Refunding Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

6. Additional moneys over and above any of the payments specified in this Refunding Contract may be prepaid as provided in the Contract.

7. All provisions of the Contract not inconsistent herewith, and particularly all covenants relative to the payment of and security for the Bonds made by the Township therein, shall remain in full force and effect and shall apply with equal effect to the Refunding Bonds authorized hereby, it being understood that upon issuance of the Refunding Bonds, all or part of the Bonds in the maturities described in Section 1 of this Refunding Contract will be defeased and the Refunding Bonds shall be substituted therefor and shall be outstanding in their place and stead. It is also hereby recognized that the obligation of the Township to make payments for debt service for those maturities of the Bonds which are not being refunded will continue in full force and effect.

8. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of the Act.

9. The obligations and undertakings of each of the parties to this Refunding Contract shall be conditioned upon the successful accomplishment of the proposed refunding, and therefore if for any reason whatsoever the Refunding Bonds are not issued, then this Refunding Contract shall be considered void and of no force and effect; provided, however, that in such event, all costs and expenses shall be paid by the Township in accordance with existing commitments to the Authority, and the Authority shall not be obligated for such costs and expenses.

10. The Authority and the Township each recognize that the holders from time to time of the Refunding Bonds will have contractual rights in this Refunding Contract, and it is therefore covenanted and agreed by each of them that so long as any of the Refunding Bonds shall remain outstanding and unpaid, the provisions of this Refunding Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Refunding Bonds or the prompt payment of principal of or interest thereon. The Township and the Authority further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Refunding Contract promptly at all times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the Refunding Bonds, the security therefor, or the prompt payment of principal of and interest thereon. It is hereby declared that the terms of this Refunding Contract insofar as they pertain to the security of Refunding Bonds shall be deemed to be for the benefit of the holders of said Refunding Bonds.

11. This Refunding Contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such lesser time as the Refunding Bonds issued by the Authority are paid, at which time this Refunding Contract shall be terminated, and the provisions of the Contract relative to disposition of the financed facilities shall be carried out. In any event, the obligations of the Township to make the payments required hereunder shall be terminated at such time as all of the Refunding Bonds are paid in full by the Township, together with all interest and penalties and other obligations hereunder.

12. This Refunding Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

13. The Authority and the Township both hereby designate the Bonds as “qualified tax exempt obligations” for purposes of deduction of interest expense by financial institutions pursuant to the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, THE YPSILANTI COMMUNITY UTILITIES AUTHORITY, by its Commission, and the CHARTER TOWNSHIP OF YPSILANTI, COUNTY OF WASHTENAW, MICHIGAN, by its Township Board, have each caused its name to be signed to this instrument by its duly authorized officers the day and year first above written.

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

In the presence of:

CHARTER TOWNSHIP OF YPSILANTI

By: _____
Supervisor

By: _____
Township Clerk

21,012,908.1\099369-00032

MILLER, CANFIELD, PADDOCK AND STONE, P.L.L.C.



YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: (734) 484-4600
FAX: (734) 484-3369
WEBSITE: www.vcuu.org

April 1, 2013

VIA ELECTRONIC MAIL AND USPS

Ms. Karen Lovejoy Roe, Clerk
CHARTER TOWNSHIP of YPSILANTI
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Re: **2013 Water Main and Paving Improvements Project**

Dear Karen:

On March 27, 2013, the YCUA Board of Commissioners approved a \$3.49 million bond issue to finance the remaining portion of the \$8 million authorized during 2012 for water main improvements in Ypsilanti Township. However, the Authority will exceed this amount by approximately \$700,000. Enclosed with this correspondence is a copy of a letter to the Township Board of Trustees to request authorization the use of YCUA Township Division Reserve for Construction funds to finance the remaining \$700,000. Please include this in an upcoming Township Board agenda for the Trustees' consideration.

Sincerely,



JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks

Enclosure

cc: Ms. Nancy Wrybkowski
YCUA Board of Commissioners
Mr. Dwayne Harrigan
Mr. Scott D. Westover
Ms. Venita Terry



YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: (734) 484-4600
FAX: (734) 484-3369
WEBSITE: www.vcuu.org

April 1, 2013

VIA ELECTRONIC MAIL AND USPS

CHARTER TOWNSHIP of YPSILANTI
Board of Trustees
7200 South Huron Street
Ypsilanti, MI 48198

Re: **2013 Water Main and Paving Improvements Project**

Dear Trustee:

At the YCUA Board of Commissioners' meeting on March 27, 2013, a \$3.49 million bond issue was approved to finance the remaining portion of the \$8 million authorized during 2012 for water main improvements in Ypsilanti Township. However, the Authority will exceed this amount by approximately \$700,000.

YCUA is recommending to the Ypsilanti Township Board of Trustees to use the YCUA Township Division Reserve for Construction fund to finance the remainder of the project. The use of this fund requires Township Board approval. This is a request for your consideration to use the YCUA Township Division Reserve for Construction Fund in the approximate amount of \$700,000 to finance the water main improvements in Ypsilanti Township.

Sincerely,

JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks

cc: YCUA Board of Commissioners
Mr. Dwayne Harrigan
Mr. Scott D. Westover
Ms. Venita Terry

RESOLUTION NO. 2013-6

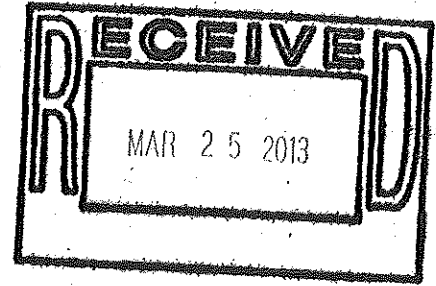
CHARTER TOWNSHIP OF YPSILANTI TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Stony Creek Road, to Textile Road, to Hitchingham Rd., to Merritt Road (back to Stony Creek Rd.) on Sunday, April 28, 2013, from 10:00 a.m. to Noon. for the "Ride for Recovery" Dawn Farm Fundraising Event.

WHEREAS, the Township of Ypsilanti has approved the temporary closure of Stony Creek, Textile, Hitchingham, and Merritt Roads as indicated; and

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

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Megan Rodgers, Dawn Farm Development Director be the authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.



March 25, 2013

Karen Lovejoy Roe, Clerk
Township Civic Center
7200 S. Huron River Drive
Ypsilanti Township, MI 48197

Dear Ms. Lovejoy Roe,

Dawn Farm is hosting a fundraising event, "Dawn Farm 4th Annual Ride for Recovery", on Sunday, April 28, 2013. We are asking the Township for permission to close the following roads on that day, from 10:00 am until 12:00 pm:

Stony Creek Road, to Textile, to Hitchingham, to Merritt Road and back to Stony Creek Road
*see attached map

We have also submitted the application, insurance forms and permit fee to the Washtenaw County Road Commission.

Thank you for your time and consideration.

Sincerely,

Megan Rodgers
Development Director
6633 Stony Creek Road, Ypsilanti MI 48197
(734)485-8725 ext. 221
mrodgers@dawnfarm.org

Spera Recovery Center
A place to begin recovery with safe withdrawal and support services
502 West Huron
Ann Arbor, MI 48103
734.669.8265
734.669.0728 facsimile

Farm Facility
Long-term residential addiction treatment on a working 74 acre farm
6633 Stony Creek Road
Ypsilanti, MI 48197
734.485.8725
734.485.6103 facsimile

Dawn Farm Downtown
Short-term residential addiction treatment in downtown Ann Arbor
544 North Division
Ann Arbor, MI 48104
734.769.7366
734.769.7393 facsimile

Dawn Farm Outpatient
Individual and group therapy with a strong focus on recovery
320 Miller, Suite 100
Ann Arbor, MI 48103
734.821.0216
734.821.0218 facsimile

Chapin Street Project
Transitional housing in a safe, supportive recovering community
502 West Huron
Ann Arbor, MI 48103
734.485.8725
734.485.6103 facsimile

www.dawnfarm.org • Accredited by the Commission on Accreditation of Rehabilitation Facilities

The goal of Dawn Farm is to assist addicts and alcoholics in achieving long term recovery. Dawn Farm will identify and remove barriers that prevent addicts and alcoholics from joining the recovering community.

11/17/2010

www.mapquest.com/print

MAPQUEST.

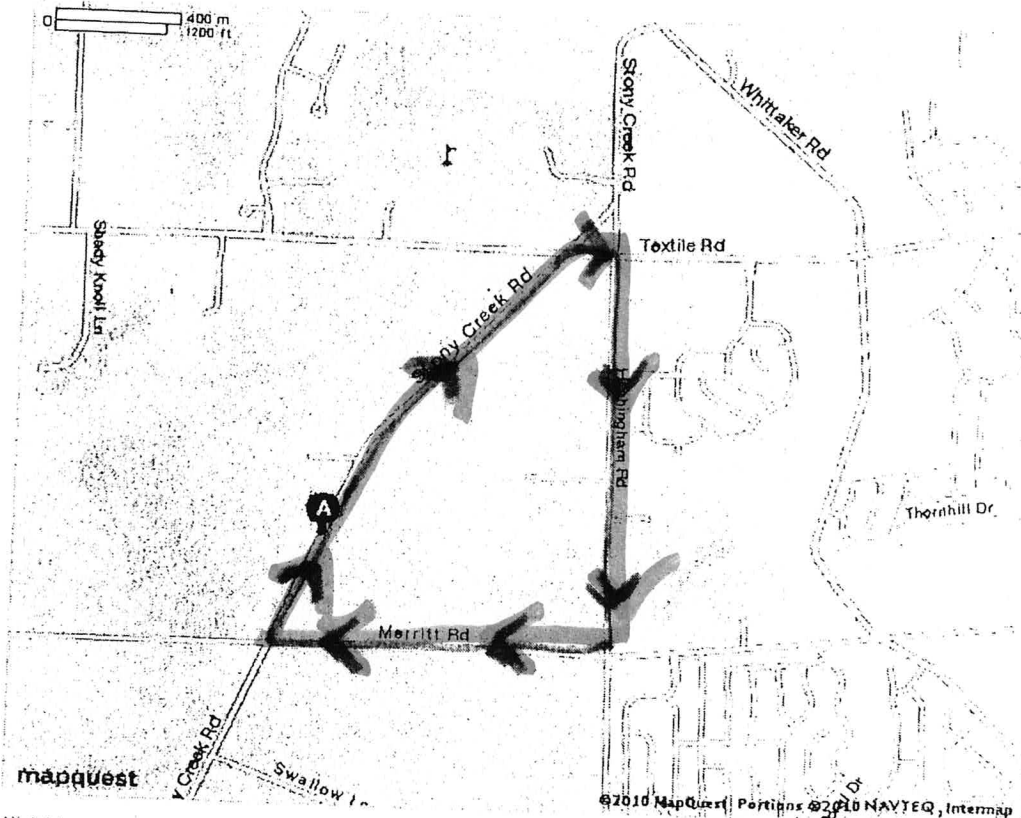
Map of 6633 Stony Creek Rd
Ypsilanti, MI 48197-6609

Notes

Do you know your Credit Score?

Excellent	750 - 840
Good	660 - 749
Fair	620 - 659
Poor	340 - 619
I Don't Know	????

Find out INSTANTLY!
FreeScore.com



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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

April 3, 2013

To: Board of Trustees
From: Mike Radzik, Director
Office of Community Standards & Police Administration
Subject: **Request to Authorize Legal Action in Circuit Court (if necessary) to Abate Public Nuisances at:**

- 1301 Shirley
- 716 Wood Creek Ct

Copy: Doug Winters, Attorney

The Office of Community Standards has conducted public nuisance investigations at the following locations and seeks authorization to initiate legal action to abate the nuisances that currently exist at:

1301 Shirley

This single family house located in the Gault Village neighborhood area was first investigated by the OCS on January 23, 2013 after it was reported to be vacant and possibly infested with rodents. Further investigation revealed that the home owner was deceased and had left the property in the care of a neighbor who had been granted legal authority prior to the owner's death. The interior of the house was found to be full of debris and blighted. There was minimal evidence of the presence of mice, although no rodents were actually observed.

The OCS staff worked with the estate's representative in an effort to abate the public nuisance, however we were not successful. The house remains vacant and blighted and the estate has no resources to make repairs. The house is located in a neighborhood that has been the focal point of housing renovation activity by Habitat for Humanity, so the presence of this vacant blighted structure is counter-productive to the positive efforts being made.

Due to the nature of the situation, this case was forwarded to legal counsel under administrative approval to begin moving forward toward a resolution, and now formal confirmation of that authorization is requested from the Board of Trustees.

716 Wood Creek Ct

This eight-unit building located within an apartment complex along Forest Ave was the scene of a structure fire on July 10, 2012 that resulted in damage to a portion of the building. The entire building has been vacant, damaged and boarded up since the fire occurred and is situated immediately adjacent to other occupied buildings.

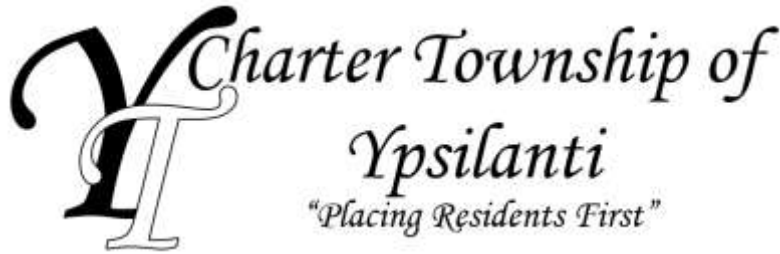
The property owner and a public adjustor have engaged in a dispute with the insurance company over the value of the damage. The dispute was settled by an umpire through the

appropriate legal process and the property owner received and cashed a settlement check two months ago. Despite having received funds in excess of \$600,000 to repair or demolish the building, the owner has not applied for a permit to do either. The public adjustor has also indicated that he intends to appeal a code interpretation decision made by Building Director Ron Fulton; however no appeal has been filed.

In light of the circumstances, the delay in repairing or demolishing the damaged building is unreasonable and action should be taken to cause the case to be resolved. I respectfully request that the Board of Trustees authorize legal counsel to take action, if necessary, to move this case toward a resolution in the best interest of the community.

Thank you for your consideration and continued support of our nuisance abatement program.

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



Clerk's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156
www.ytown.org

MEMORANDUM

To: Karen Lovejoy Roe, Clerk

From: Nancy Wrybkowski, Civil Service Secretary

Date: April 1, 2013

Subject: ***Recommendation to Utilize EMPCO, Inc. to Administer Ypsilanti Township Fire Department Officer Promotional Testing***

At the regular meeting held on March 20, 2013, the Civil Service Commission approved the recommendation of Chief Copeland to utilize EMPCO, Inc. to administer the Officer Promotional Testing. EMPCO, Inc. is a Michigan based company located in Troy, Michigan. The associated costs are attached.

Please place this recommendation on the April 8, 2013 agenda for consideration by the Board.

If you have any questions or concerns, please let me know.

Attachment

cc: Civil Service Commissioners
Human Resource
Fire Department

Off the Shelf exam

\$110 per candidate (Scoring included)

This is a pre-written, valid, defensible and reliable exam that is newly developed every year. A bibliography is provided.

Tailored exam

\$1300 Development fee (Scoring included)

\$13 per candidate

You would pick 3 to 5 books off of the attached book list to create the exam. We will guide you in choosing the appropriate books to make it a valid, defensible and reliable exam. Once the books have been chosen, we will provide you with a bibliography to post to your candidates. We will then need approximately 3 weeks to develop the exam.

Custom exam

\$2200 Development fee (Scoring included)

\$22 per candidate

You would pick 2 to 4 books off of the attached book list to create the exam. We will guide you in choosing the appropriate books to make it a valid, defensible and reliable exam. We will also write up to 20% of the exam from your local material (ex. Policies and Procedures, Rules & Regulations, etc.) Once the books have been chosen, we will provide you with a bibliography to post to your candidates. We will then need approximately 6 weeks to develop the exam.

***The only additional cost for these exams would be a proctor fee of \$300 plus mileage (if you choose to have one), or any shipping charges to send the exams and materials back to Empco for scoring if you choose to proctor the exam yourselves.

Oral Board

\$3900 Development Fee (with one day of administration for up to 9 candidates)

-Departments are asked to provide lunch for the assessors

\$3700 for each additional day of administration

Actual mileage for assessors

Assessment Centers

\$4700 Development Fee

\$275 per candidate fee

\$1800 per day administration fee (up to 5 candidates)

-Departments are asked to provide lunch to the assessors

Actual mileage for assessors

OTHER BUSINESS
