CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE DECEMBER 16, 2014 REGULAR MEETING

Supervisor Stumbo, called the meeting to order at approximately 7:03 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

and Mike Martin

Members Absent: Trustees Jean Hall Currie and Scott Martin

Legal Counsel: Dennis McLain and Wm. Douglas Winters

PUBLIC COMMENTS

Jeff Castro, YCUA Director congratulated Ron Fulton, Building Director on his upcoming retirement. Mr. Castro reported he and Mr. Fulton had built a great working relationship and together had been able to resolve many serious issues, which had a very positive impact on Ypsilanti Township residents.

Arloa Kaiser, Ypsilanti Township resident also congratulated Mr. Fulton regarding his retirement and stated she appreciated his help, personally and the time and effort he had put into the Township as well.

CONSENT AGENDA

- A. MINUTES OF THE DECEMBER 2, 2014 WORK SESSION AND REGULAR MEETING
- **B. STATEMENTS AND CHECKS**
 - 1. DECEMBER 16, 2014 IN THE AMOUNT OF \$1,663,910.05
 - 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT, IN THE AMOUNT OF \$28.751.47
 - 3. SEPTEMBER AND OCTOBER ADMIN. FEE, IN THE AMOUNT OF \$2,340.00
- C. NOVEMBER 2014 TREASURER REPORT (see attached)

A motion by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the Consent Agenda. The motion carried unanimously.

SUPERVISOR REPORT

Supervisor Stumbo reported she would yield her time to Ron Fulton. She stated he had been a great friend, a great employee and made a huge, positive difference in our community.

Ron Fulton, Building Director stated he had been blessed to be a part of the Township team since 2003. He shared the progression of different offices he had held and hoped he had been a positive influence for the Township. He presented a brief Microsoft movie and song for the Board's enjoyment.

CLERK REPORT

None

TREASURER REPORT

None

TRUSTEE REPORT

None

ATTORNEY REPORT

Supervisor Stumbo stated Attorney Winters had given his report at the Work Session.

NEW BUSINESS

1. BUDGET AMENDMENT #16

Clerk Lovejoy Roe read Budget Amendment #16 into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #16 (see attached). The motion carried unanimously.

2. 1ST READING RESOLUTION NO. 2014-33, PROPOSED ORDINANCE NO. 2014-440, AMENDING THE CODE OF ORDINANCES, CHAPTER 46 ENTITLED PARKS AND RECREATION, ARTICLE III GENERAL CONDUCT, WEAPONS AND EXPLOSIVES IN TOWNSHIP PARKS

Clerk Lovejoy Roe read the Resolution into the record.

Supervisor Stumbo explained this change was to bring the Ordinance in line with the State law.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 1st Reading of Resolution No. 2014-33, proposed Ordinance No. 2014-440, Amending the Code of Ordinances, Chapter 46 Entitled Parks and Recreation, Article III General Conduct, Weapons and Explosives in Township Parks (see attached).

The motion carried as follows:

Eldridge: Yes Stumbo: Yes Clerk Lovejoy Roe: Yes

Treasurer Doe: Yes Mike Martin: Yes

3. 1ST READING RESOLUTION NO. 2014-34, PROPOSED ORDINANCE NO. 2014-441, AMENDING THE CODE OF ORDINANCES, CHAPTER 48 ENTITLED PROPERTY MAINTENANCE, TO ESTABLISH MINIMUM STANDARDS FOR BOARDED WINDOW AND DOOR OPENINGS

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to table the 1st Reading of Resolution No. 2014-34, proposed Ordinance No. 2014-441, Amending the Code of Ordinances, Chapter 48 Entitled Property Maintenance, To Establish Minimum Standards for Boarded Window and Door Openings (see attached).

The motion carried as follows:

Eldridge: Yes Stumbo: Yes Clerk Lovejoy Roe: Yes

Treasurer Doe: Yes Mike Martin: Yes

Supervisor Stumbo stated the item was tabled until the January meeting.

4. 1ST READING OF ORDINANCE NO. 2014-442, AMENDING CODE OF ORDINANCES, CHAPTER 42, ARTICLE VIII, OFFENSES CONCERNING UNDERAGE PERSONS

Clerk Roe read the Ordinance into the record.

Supervisor Stumbo explained the amendment basically brings the ordinance in line with advanced technology.

A motion by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve 1ST Reading of Ordinance No. 2014-442, Amending Code of Ordinances, Chapter 42, Article VIII, Offenses Concerning Underage Persons (see attached).

The motion carried as follows:

Eldridge: Yes Stumbo: Yes Clerk Lovejoy Roe: Yes

Treasurer Doe: Yes Mike Martin: Yes

5. REQUEST JOE LAWSON, PLANNING DIRECTOR TO APPROVE CROWN CASTLE AMENDMENT TO LEASE AGREEMENT RELATED TO WIRELESS COMMUNICATIONS FACILITY LOCATED AT 2801 HOLMES ROAD AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Crown Castle Amendment to Lease Agreement related to Wireless Communications Facility, located at 2801 Holmes Road, with the condition the agreement was only for five years, and to authorize signing of the agreement (see attached).

Supervisor Stumbo explained the provider for an existing cell tower at 2801 Holmes Road would like to lease 1,250 square feet of land for \$7,500, for a five year period. She stated if there was any expansion at this site, a proposal would come have to come back to the Planning Commission and the Board for approval.

The motion carried unanimously.

6. REQUEST OF FIRE CHIEF ERIC COPELAND TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN YPSILANTI TOWNSHIP AND THE REGIONAL PARTICIPATING PARTNERS FOR 2014 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM FOR ACQUISITION OF FIREFIGHTER SAFETY AND SURVIVAL/RIT TRAINING AND EQUIPMENT AND TO AUTHORIZE SIGNING OF THE MEMORANDUM

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Memorandum of Understanding between Ypsilanti Township and the Regional Participating Partners for 2014 Assistance for Firefighters Grant Program for Acquisition of Firefighters Safety and Survival/RIT Training and Equipment and to authorize signing of the Memorandum (see attached).

Eric Copeland, Fire Chief apprised the Board that Ypsilanti Township Firefighters had been part of a grant awarded for turnout gear in July of 2014. He stated the current grant provided RIT, Rapid Intervention Training for the firefighters.

The motion carried unanimously.

7. REQUEST OF KAREN WALLIN, HR DEPARTMENT TO AUTHORIZE THE CREATION OF AN ADDITIONAL ORDINANCE ENFORCEMENT ASSISTANT POSITON FOR THE OFFICE OF COMMUNITY STANDARDS AND TO SEEK APPROVAL TO WAIVE EXTERNAL POSTING AND TO FILL THE POSITION INTERNALLY

A motion was made by Treasurer Doe, supported by Trustee Eldridge to authorize the creation of an additional Ordinance Enforcement Assistant position for the Office of Community Standards and to seek approval to waive the external posting and to fill the position internally. The motion carried unanimously.

8. RESOLUTION NO. 2014-35, BOARDS AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2014-35, Boards and Commissions Appointments and Reappointments (see attached).

Supervisor Stumbo explained the Greens Commission would not be reappointed since the Golf Course would now be operated as a Department of the Township with a Director.

The motion carried unanimously.

9. RESOLUTION NO. 2014-36 PLANNING DEPARTMENT FEE SCHEDULE

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2014-36 Planning Department Fee Schedule (see attached). The motion carried unanimously.

10. RESOLUTION NO. 2014-37 BUILDING DEPARTMENT FEE SCHEDULE

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No.2014-37 Building Department Fee (see attached). The motion carried unanimously.

OTHER BUSINESS

1. REQUEST TO APPROVE CONSENT JUDGMENT REGARDING LEONARD WOODARD CASE No. 13-983-CZ, 2260 – 2262 E. MICHIGAN AVENUE AND SIGNING OF THE AGREEMENT

A motion was made by Treasurer Doe, supported by Trustee Eldridge to authorize Consent Judgment regarding Leonard Woodard Case, 2260 – 2262 E. Michigan Avenue and signing of the agreement.

Dennis McLain, Township Attorney stated this was a Non-Conforming piece of property which was now officially prohibited from existing in terms of the Consent Order, sending a message to other similar operations that the Township is looking for improvement in the E. Michigan Avenue corridor.

2. REQUEST FROM MIKE RADZIK TO APPROVE THE LOW QUOTE FROM HURON SIGNS FOR THE LAW ENFORCEMENT CENTER SIGN IN THE AMOUNT OF \$35,054, BUDGETED IN LINE ITEM #266.301.000.975.266

Supervisor Stumbo reported the Board had authorized bids for the electronic message center for the Law Enforcement Center at the last Board meeting. She explained Huron Signs Company in Ypsilanti had met all specifications in the amount of \$35,054.00 and hoped to have the electronic sign installed by early February and the wall sign installed by January 12, 2015.

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the low quote from Huron Signs for the Law Enforcement Center Sign in the amount of \$35,054, budgeted in line item #266.301.000.975.266 (see attached). The motion carried unanimously.

3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES TO APPROVE AND AUTHORIZE SIGNING OF DTE AGREEMENT AND CERTIFICATE OF GRADE REGARDING ELECTRIC SERVICE TO FORD LAKE BOATHOUSE AND INSTALLATION OF UNDERGROUND CABLES IN THE AMOUNT OF \$9,198.04, BUDGETED IN LINE ITEM #212.970.000.974.037

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to authorize the signing of DTE Agreement and Certificate of Grade regarding Electric Service to Ford Lake Boathouse in the amount of \$9,198.04, budgeted in line item #212.970.000.974.037 (see attached). The motion carried unanimously.

Supervisor Stumbo stated the next item was not on the Agenda. She acknowledged the Board had enjoyed Ron Fulton's last eleven years at the Township, but she wanted to show appreciation to Rita Fulton, as well.

AUTHORIZATIONS & BIDS

1. REQUEST OF ANGELA VERGES, RECREATION SERVICES MANAGER TO SEEK SEALED BIDS FOR PRINTING OF THE DISCOVER YPSILANTI TOWNSHIP GUIDE, ANNUAL PARK AND BOAT STICKERS AND DAILY PARK AND BOAT PASSES

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to seek sealed bids for printing of the Discover Ypsilanti Township Guide, Annual Park and Boat Stickers and Daily Park and Boat Passes. The motion carried unanimously.

2. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO SEEK PROPOSALS FOR A MARKET STUDY RELATING TO THE TOWNSHIP OWNED "SEAVER FARM" PROPERTY

A motion made by Treasurer Doe, supported by Trustee Eldridge to seek proposals for a market study relating to the Township owned "Seaver Farm" Property. The motion carried unanimously.

ADJOURNMENT

A motion made by Treasurer Doe, supported by Trustee Eldridge to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 7:34 P.M.

Respectfully submitted,

Brenda L. Stumbo, Supervisor Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

OFFICE OF THE TREASURER LARRY J. DOE



MONTHLY TREASURER'S REPORT NOVEMBER 1, 2014 THROUGH NOVEMBER 30, 2014

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	3,895,213.52	241,855.58	821,407.76	3,315,661.34
101 - Payroll	196,127.91	750,092.06	737,908.27	208,311.70
101 - Willow Run Escrow	142,021.94	23.35	0.00	142,045.29
206 - Fire Department	1,155,292.10	8,598.99	252,392.73	911,498.36
208 - Parks Fund	8,821.73	0.21	256.87	8,565.07
212 - Roads/Bike Path/Rec/General Fund	620,546.27	547.77	20,138.33	600,955.71
225 - Environmental Clean-up	444,323.83	10.73	0.00	444,334.56
226 - Environmental Services	2,296,373.58	464.49	184,187.49	2,112,650.58
230 - Recreation	73,295.11	25,539.86	49,080.66	49,754.31
236 - 14-B District Court	182,629.75	110,803.33	102,950.11	190,482.97
244 - Economic Development	67,178.61	1.62	0.00	67,180.23
248 - Rental Inspections	133,708.89	10,603.21	10,995.40	133,316.70
249 - Building Department Fund	495,957.10	24,430.04	23,890.72	496,496.42
250 - LDFA Tax	29,455.23	0.71	0.00	29,455.94
252 - Hydro Station Fund	695,376.93	56,191.08	26,446.49	725,121.52
266 - Law Enforcement Fund	2,964,891.93	12,142.87	529,661.44	2,447,373.36
280 - State Grants	18,383.51	0.44	0.00	18,383.95
301 - General Obligation	213,084.82	16.51	0.00	213,101.33
396 - Series "A" Bond Payments	0.00	0.00	0.00	0.00
397 - Series "B" Cap. Cost of Funds	18,476.65	0.43	712.50	17,764.58
398 - LDFA 2006 Bonds	34,956.30	0.85	0.00	34,957.15
498 - Capital Improvement 2006 Bond Fund	336,503.90	55.32	0.00	336,559.22
584 - Green Oaks Golf Course	152,293.83	6,652.42	38,699.13	120,247.12
590 - Compost Site	853,145.72	11,964.90	25,436.79	839,673.83
595 - Motor Pool	286,655.92	6.84	7,380.68	279,282.08
701 - General Tax Collection	32,833.34	3,515.61	1,102.59	35,246.36
703 - Current Tax Collections	1,162,994.90	253,325.31	2,557.00	1,413,763.21
707 - Bonds & Escrow/GreenTop	923,802.75	15,105.60	791.00	938,117.35
708 - Fire Withholding Bonds	145,362.80	736.47	0.00	146,099.27
893 - Nuisance Abatement Fund	58,085.07	1,823.70	5,245.01	54,663.76
ABN AMRO Series "B" Debt Red. Cap.Int.	19,781.97	0.00	0.00	19,781.97
GRAND TOTAL	17,657,575.91	1,534,510.30	2,841,240.97	16,350,845.24

CHARTER TOWNSHIP OF YPSILANTI 2014 BUDGET AMENDMENT #16 REVISED

December 16, 2014

101 - GENERAL OPERATIONS FUND Total Increase

Increase the budget for transfer of needed funds for the Golf Course for short fall at year end. Revenues for the Golf Course were below the budgeted amount due mainly to weather conditions, course conditions, and management turnover this year. This will be funded by a transfer of funds from the General Fund.

Revenues: Prior Year Fund Balance 101-000-000-699.000 \$178,000

Net Revenues \$178,000

\$240,137.00

 Expenditures:
 Transfer to Golf Course
 101-999-000-969.584
 \$178,000

Net Expenditures \$178,000

Increase budget for year end payout of PTO & Sick time over the allow bank hours for payout of accrued time hours at 75% per contract. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:

Prior Year Fund Balance 101-000-099.000 \$6,573.00

Net Revenues \$6,573.00

Expenditures: Salaries Pay Out - PTO&SICKTIME 101-201-000-708.004 \$1,565.00

 Salaries Pay Out - PTO&SICKTIME
 101-215-000-708.004
 \$1,048.00

 Salaries Pay Out - PTO&SICKTIME
 101-762-000-708.004
 \$1,011.00

 Salaries Pay Out - PTO&SICKTIME
 101-774-000-708.004
 \$2,949.00

 \$6,573.00

Increase of temporary/seasonal wages for parks and grounds. There was a lot of rain this season and the number of parks in the Township almost constant mowing was needed to maintain the beauty of the parks. These accounts are also used for the rangers that open and close the park gates. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:

Prior Year Fund Balance 101-000-000-699.000 \$55,564.00

Net Revenues \$55,564.00

Expenditures: Salary Temp/Seasonal 101-774-000-707.000 \$4,957.00

Salary Temp/Seasonal Ford Lake Parks 101-774-000-707.775 \$50,607.00

\$55,564.00

CHARTER TOWNSHIP OF YPSILANTI 2014 BUDGET AMENDMENT #16 REVISED

December 16, 2014

206 - FIRE FUND \$3,092.50 **Total Increase** Increase Reimbursement Hazardous response service settlement revenue and increase the expenditure to pay the Washtenaw County Hazardous Materials Authority for work at 1013 Emerick Street. Revenues: Reimb - Hazardous Response Serv 206.000.000.682.000 Net Revenues \$3.092.50 Expenditures: Prof Servs - Hazardous Response 206.206.000.801.005 Net Expenditures \$3,092.50 226 - ENVIRONMENTAL SERVICES FUND **Total Increase** \$76,641.00 Increase Recycling Pick up curbside budget due to the increase in recycling charges. This is funded by an Appropriation of Prior Year Fund Balance. Note that only the amount needed to cover the shortage will be funded. Prior Year Fund Balance 226.000.000.699.000 Revenues: \$75,630.00 Net Revenues \$75,630.00 Expenditures: Recycling Pick-Up Curbside 226.226.000.804.007 \$12,630.00 \$63,000.00 Twp. Compost Processing 226.226.000.804.004 Net Expenditures Increase budget for year end payout of PTO & Sick time over the allow bank hours for payout of accrued time hours at 75% per contract . This is funded by an Appropriation of Prior Year Fund Balance. Revenues: Prior Year Fund Balance 226-000-000-699.000 Net Revenues Salaries Pay Out - PTO&SICKTIME 226-226-000-708.004 Expenditures: Net Expenditures 236 - 14B DISTRICT COURT FUND **Total Increase** \$1,962.00 Increase budget for year end payout of PTO & Sick time over the allow bank hours for payout of accrued time hours at 60% per contract . This is funded by an Appropriation of Prior Year Fund Balance.

236-000-000-699.000

236-136-000-708.004

Net Revenues

Net Expenditures

Revenues:

Expenditures:

Prior Year Fund Balance

Salaries Pay Out & Sick time

CHARTER TOWNSHIP OF YPSILANTI 2014 BUDGET AMENDMENT #16 REVISED

December 16, 2014

249 - BUILDING DEP	ARTMENT FUND		Total Increase	\$25,608.00
Increase contractual serv	vices for inspectors. There was a great need for inspec	ctors this year. This is funded by an Appropriat	tion of Prior Year	
Revenues:	Prior Year Fund Balance	249.000.000.699.000	\$21,900.00	
		Net Revenues	\$21,900.00	
Expenditures:	Contractual services	249.249.000.818.000 Net Expenditures	\$21,900.00 \$21,900.00	
Increase budget for 50% Fund Balance.	of Retiree R Fulton's 2014 payout of PTO & Sick time	at 100%. This is funded by an Appropriation	n of Prior Year	
Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$3,708.00	
revenues.	The real rand Balance	Net Revenues	\$3,708.00	
Expenditures:	Salaries Pay Out - PTO&SICKTIME	249-249-000-708.004 Net Expenditures	\$3,708.00 \$3,708.00	
266 - LAW ENFORCE	MENT FUND	То	tal Increase	\$3,708.00
Increase budget for 50% Fund Balance. Revenues:	of Retiree R Fulton's 2014 payout of PTO & Sick time	at 100%. This is funded by an Appropriation	n of Prior Year	
	Prior Year Fund Balance	266-000-000-699.000	\$3,708.00	
		Net Revenues	\$3,708.00	
Expenditures:	Salaries Pay Out - PTO&SICKTIME	266-304-000-708.004	\$3,708.00	
		Net Expenditures	\$3,708.00	
584 - GOLF COURSE	FUND		Total Increase	\$0.00
below the budgeted am	r transfer of needed funds for the Golf Course for s nount due mainly to weather conditions, course con funds from the General Fund and a decrease in b	nditions, and management turnover this yea		
Revenues:	Transfer In: from General Fund	584-000-000-697.000	\$178,000.00	
	Green Fees	584-000-000-651.002	(\$60,900.00)	
	Longues Food	584-000-000-561.003	(\$13,100.00)	
	Leagues Fees		,	
	Cart Fees	584-000-000-667.004 Net Revenues	(\$104,000.00) \$0.00	

Motion to Amend the 2014 Budget (#16) REVISED:

Move to increase the General Fund budget by \$240,137 to \$12,067,601 and approve the department line item changes as outlined

Move to increase the Fire Fund budget by \$3,092.50 to \$5,215,345 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$76,641 to \$2,696,372 and approve the department line item changes as outlined

Move to increase the 14B District Court Fund budget by \$1,962 to \$1,357,459 and approve the department line item changes as outlined

Move to increase the Building Fund budget by \$25,608 to \$416,715 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$3,708 to \$6,763,983 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2014-33

Amending the Township Code Provision Governing Weapons and Explosives in Township Parks

Whereas, the current Township Ordinance governing the possession and use of dangerous weapons and fireworks is in conflict with the Michigan Firearms and Ammunition Act; and

Whereas, the Michigan Firearms and Ammunition Act prohibits local governmental units, including townships from restricting the open carrying of pistols, firearms, and ammunition; and

Whereas, the Township's current Ordinance 46-61 prohibits the open carrying of pistols and firearms within the Township parks; and

Whereas, Ordinance No. 2014-440 amends the Township Code, Section 46-61 by deleting the provision prohibiting the possession or carrying of a gun or firearm within Township parks;

Now therefore, be it resolved that Ordinance 2014-440 is hereby adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI PROPOSED ORDINANCE NO. 2014-440

An Ordinance to Amend the Code of Ordinances, Chapter 46 entitled Parks and Recreation, Article III General Conduct

The Charter Township of Ypsilanti hereby ordains that the Code of Ordinances, Chapter 46 Article III, General Conduct, is amended as follows:

Delete: In its entirety, Section 46-61

Add: The following new provision:

It shall be unlawful for any person within park property to:

- (1) Possess, within park property carry, fire or discharge, or cause to be fired or discharged across, in or into any portion of the park, any gun or firearm, spear, bow and arrow, crossbow, sling shot, air or gas weapon, or any other dangerous weapon or projectile soft gun or paint ball gun, except for purposes designated by the board in areas and at times designated by the board;
- (2) Possess, set off or attempt to set off or ignite any firecracker, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics without authorization from the director; or
- (3) Possess or carry in any park, any air gun, paint gun, bow and arrow, or any illegal weaponDischarge or cause to be discharged, a firearm, pistol, shotgun, pellet gun, and/or air rifle as defined by Michigan law, MCL 750.222, as amended, in or into any portion of a township park except as permitted by federal or Michigan law.

Any unauthorized or illegal weapon, explosive, or other pyrotechnic within a park shall be subject to seizure by a law enforcement officer.

Severability

Should any provision or part of the within Ordinance be declared by any court of competent jurisdiction to be invalid or enforceable, the same shall not affect the validity or enforceability of the balance of this Ordinance which shall remain in full force and effect.

Effective Date and Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall take effect after publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2014-440 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on December 16, 2014. The second reading is scheduled to be heard on January 20, 2015.

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2014-34

Amending the Township Code of Ordinances, Chapter 48
Property Maintenance Article II, to Require Damaged or
Broken Windows and Doors When Boarded Up Be Boarded
With Pre-approved Decorative Board Up Material

Whereas, the Township has experiences an increase in vacant residential, commercial and industrial structures; and

Whereas, a number of vacant structures have damage or broken windows and doors; and

Whereas, repair of damaged or broken windows and doors is necessary to secure the structure and to prevent damage to the structure's interior; and

Whereas, when property owners board up window and doors minimum standards regarding the materials used and the installation is needed: 1) to insure boarded up structures remain secure, and 2) to insure that boarded up structures are not unsightly distractions in Township neighborhoods and communities; and

Whereas, Ordinance 2014-441 establishes minimum standards for boarded up windows and doors to promote the health, safety and general welfare of Township residents;

Now therefore, be it resolved that Ordinance 2014-441 attached thereto is adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO. 2014-441

An Ordinance to Amend the Code of Ordinance, Chapter 48
Entitled Property Maintenance, Article III Regarding Inspection
of Rental Dwelling Units to Include Multi-Family Rental Units

The Charter Township of Ypsilanti hereby ordains that Charter Township Code of Ordinances, Chapter 48 entitled Property Maintenance, Article III regarding the Inspection of Rental Dwelling Units, is amended as follows to include inspections of multi-family rental units:

Delete: Sections 48-40 through 48-52 inclusive

Add: The following new provisions replacing the deleted sections:

Sec. 48-40. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section except where the context clearly indicates a different meaning:

Certificate of compliance means a certificate issued by the Township Community and Economic Development Department indicating that the dwelling unit identified on the certificate is in compliance with this article and other applicable township ordinances. The certificate shall show the name and address of the property owner and the expiration date. It shall be valid unless suspended by the department upon a subsequent re-inspection disclosing violations, until its expiration date.

Temporary certificate of compliance means a certificate issued for a dwelling unit, following an inspection, which is found to be in substantial compliance with the Code and which, in the opinion of the building official, has no life-, health-, or safety-threatening violations. Such certificate shall state any remaining violations to be corrected and the date it expires. A reasonable extension may be granted at the discretion of the department. Failure by the owner to correct the violations within the specified time shall constitute a violation of this article.

Code means the Township Property Maintenance Code.

Department means the Community and Economic Development Office of Community Standards Department of the Township.

Dwelling unit means a structure containing a residential unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Landlord means the owner, lessor, or sublessor of residential premises, or his agent, or any person authorized by him to manage the premises or to receive rent from a tenant under a rental agreement.

Owner means a person having an interest in the property as defined in the Code.

Owner's agent means any employee, or any person with implied consent or apparent authority, or acting under color of authority, of the landlord, housing cooperative board or other controlling entity.

Rental agreement means any agreement or lease, written or oral, which establishes or modifies the terms, conditions, rules, regulations or any other provisions concerning the use and occupancy of a dwelling unit.

Tenant means the person entitled under a rental agreement to the use and occupancy of a dwelling unit.

Unit means the same as dwelling unit.

Sec. 48-41. - Registry of owners and premises.

- (a) All persons owning a dwelling unit which is subject to a rental agreement shall register with the department within 60 days after the effective date of the ordinance from which this chapter is derived. Owners of new dwelling units which are subject to rental agreements shall register prior to the date of issuance of the first certificate of occupancy. The registration shall indicate their name, physical and mailing address, date of birth, telephone number and the address of the dwelling unit within the township owned by such persons which are rented in whole or in part, including the number and type of each unit in the structure.
- (b) If the premises are managed or operated by an agent, the owner shall supply the agent's name, address, telephone number and the name of that person's representative, and a statement that the agent is authorized to receive notices and process under this chapter.
- (c) If the owner is a corporation, the names, addresses and telephone numbers of its officers shall be listed as shall the name, address and telephone number of the registered agent along with the state registration number. If the corporation is controlled in whole or in part by another corporation, the same information shall be provided for the other corporation.
- (d) Any change in the name or address of the owner or the owner's agent, or in the number of units, or in any other information required in this section shall be reported to the department within 15 days.
- (e) Owners of dwelling units who permit a person or persons to occupy a dwelling unit are exempt from the provisions of this ordinance provided:
 - (1) No compensation is received by the owners for the use and occupancy of the premises by non-owners.
 - (2) The owner pays the property taxes and homeowners insurance for the premises used and occupied by non-owners.
 - (3) The owner signs an affidavit attesting under oath that:
 - a. No compensation is received for the use and occupancy of the dwelling unit;
 - b. The property taxes and insurance are paid by the property owner;
 - c. The exemption automatically terminates when the owner receives compensation for the use and occupancy of the premises or the property taxes and/or homeowners insurance are paid by a non-owner.

Sec. 48-42. - Certificate of compliance required.

- (a) The department shall provide for the systematic inspection of all dwelling units which are subject to rental agreements in the township for the purposes of determining whether such units are in compliance with the Code and this chapter. Those units that are in compliance shall be issued a certificate of compliance.
- (b) An owner shall provide the department with a certificate of insurance, issued by an insurance company that certifies that the dwelling unit is insured against structural loss or damage, including, but not limited to, fire damage. The certificate of insurance shall state the name of each person named on the policy and its expiration date. The certificate of insurance shall be in force at the time a certificate of compliance is issued or at the time a renewed certificate of compliance is issued.
- (c) The department shall schedule initial inspections, at its discretion, of dwelling units which are subject to rental agreements to determine if the units qualify for a certificate of compliance. The owner of the property shall receive not less than 30 days' prior notice of the department's intent to inspect the property. The owner shall provide to the tenant a minimum of 72 hours' written notice of the township's intent to inspect the property. After the initial phase-in period, all dwelling units which are subject to rental agreements shall be required to be inspected at not less than 24month intervals, or at the reasonable discretion of the building official.
- (d) No person, either the owner or the owner's agent, shall rent or lease dwelling units after the initial inspection, to any tenant, unless that owner or agent has first obtained a valid certificate of compliance from the department covering the unit. For new construction the original certificate of occupancy shall serve as the certificate of compliance for a period of 24 months.
- (e) The department shall advise the landlord and tenant that either has the right to refuse entry for purposes of inspection unless a search warrant is first obtained. If entry is refused, the department shall apply to the appropriate judicial officer for a search warrant and shall not inspect until a valid search warrant is obtained. Inspections shall be limited to only the areas necessary to ascertain compliance with the Code.
- (f) An owner or owner's agent who is provided, during an inspection of a dwelling unit, with written notice of a code violation or violations, shall correct the code violations within the period specified in the notice of violations.

Sec. 48-43. - Issuance of certificate of compliance.

- (a) A certificate of compliance shall not be issued until all required inspection and re-inspection fees have been paid in full.
- (b) A certificate of compliance shall be issued on the condition that the premises remain in compliance with the Code. If upon valid complaint the department determines that violations exist, the full certificate may be suspended as to the affected areas, and the areas may be ordered vacated until the unit is brought into compliance.

Sec. 48-44. - Right to examine certificate of compliance, registry of certificate holders.

- (a) The owners or the owner's agent shall provide a copy of a valid certificate of compliance to the tenant or prospective tenant at the tenant's request.
- (b) The department shall maintain a registry of all units that have obtained valid certificates. Such registry shall be available for public inspection.

Sec. 48-45. - Expiration of certificate of compliance.

Certificates of compliance shall be valid for 24 months after the date of issuance unless suspended by the department. The date of issuance and expiration shall be recorded on the certificate. It is the duty of the owner of the property to arrange for the inspection necessary for the renewal of the certificate at least 30 days prior to its expiration.

Sec. 48-46. - Transfer of certificate of compliance.

Certificates of compliance shall be transferable when the ownership of a dwelling unit changes provided that a valid certificate of compliance is in effect for each dwelling unit the owner intends to rent or lease. It shall be the duty of the new owner to register with the department consistent with Section 48-41.

Sec. 48-47. - Scope of inspection authority.

Nothing in this article shall be construed to restrict the lawful authority of the department to inspect any units in the township more frequently than such periodic inspection as outlined in this article.

Sec. 48-48. - Fees.

- (a) Fee schedule. The township board shall, by resolution, establish the fees to be charged by the department in the discharge of its duties pursuant to this article and re-inspections required by this article. Fees adopted by resolution, unless otherwise provided for in the resolution, shall be effective upon publication in a newspaper having general circulation in the township.
- (b) Applicable fees. The following fees are applicable:
 - (1) Initial inspection/registration. The fee for the inspection of each dwelling unit that has not previously received a certificate of compliance or for which the certificate has been expired for 12 months or longer.
 - (2) Re-inspection. Inspections required subsequent to an initial or renewal inspection, or a tenant complaint, for the purpose of determining that violations have been corrected.
 - (3) Broken appointments. Broken appointments shall be defined as situations where the owner or agent fails to honor an appointment scheduled by the department, or the owner or agent fails to provide proper notification to the tenant, and the tenant refuses to allow the inspection. Cancellation of the appointment shall not occur less than 4 business days prior to the scheduled appointment. Broken appointment fees may be waived at the discretion of the department upon showing of good cause.
 - (4) Renewal inspections. Inspections for the purpose of renewing a certificate of compliance if the unit complies with the Code and the certificate is renewed after one inspection.
 - (5) Tenant complaints. The department shall make an initial inspection after receiving a written complaint from the tenant. If a violation is found and re-inspection is required, the owners shall be billed for all required inspections.

(6) Search warrants. An additional charge shall be assessed over and above any inspection charges for each unit for which a search warrant is issued by the court because the owner or agent has failed to respond to the department's requests to gain admission to the unit.

Sec. 48-49. - Collection of fees.

The fees charged pursuant to Section 48-48 shall be payable as follows:

- (a) Phase-in requirement. The department shall schedule initial inspections at its discretion. The owner of the property shall receive not less than 30 days' prior notice of the department's intent to inspect the property. All initial inspection fees shall be paid seven days prior to the scheduled inspection date.
- (b) Renewal inspections. All required fees for renewal inspections shall be paid upon application for such inspections as specified in Section 48-48
- (c) Fees for all required re-inspections shall be paid prior to the re-inspections being scheduled.
- (d) Other fees. All other fees required under this article are due when incurred. No certificate of compliance shall be issued until all required fees are paid.

Sec. 48-50. - Penalty.

- (a) Persons who violate any section of this article shall be responsible for a municipal civil infraction as provided in Chapter 40, Article II, of this Code of Ordinances for the Charter Township of Ypsilanti, and shall be subject to a maximum fine of not more than \$500.00.
- (b) The imposition of a fine for violation shall not excuse the violations or permit it to continue. All such persons shall be required to correct or remedy such situation or defects within a reasonable time and each act or violation and every day upon which such violation shall occur shall constitute a separate offense.
- (c) The application of the penalties of this section shall not be held to prevent the enforced removal of prohibited conditions by injunctive or other relief.

Sec. 48-51. - Proof of property insurance.

All persons owning dwelling units which are subject to rental agreements shall maintain property insurance on each dwelling unit, at all times, against structural loss or damage, including, but not limited to, fire damage.

Upon request of the department, all persons owning dwelling units which are subject to rental agreements shall present valid proof of property insurance.

Failure to present, upon request, valid property insurance for a dwelling unit shall result in a suspension of a certificate of compliance.

Sec. 48-52. - Unpaid fees; assessment.

All fees imposed pursuant to Section 48-48 that remains unpaid after 14 days' written notice to the owner shall be assessed against the property as a lien and placed on the tax roll.

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 invalidate.

Publication

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

Effective date

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

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO. 2014-442

An Ordinance to Amend the Code of Ordinances, Chapter 42, Article VIII, Offenses Concerning Underage Persons

The Charter Township of Ypsilanti hereby ordains that the Code of Ordinances, Chapter 42, Article VIII, offenses concerning underage minors, is amended as follows:

Delete: In its entirety, Section 42-326 which provides that it is unlawful for a minor to purchase, possess or transfer a beeper or telephone paging device.

Severability

Should any provision or part of the within Ordinance be declared by any court of competent jurisdiction to be invalid or enforceable, the same shall not affect the validity or enforceability of the balance of this Ordinance which shall remain in full force and effect.

Effective Date and Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall take effect after publication in a newspaper of general circulation as required by law.

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2014-442 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on December 16, 2014. The second reading is scheduled to be heard on January 20, 2015.

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



Office of Community Standards

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

Memorandum

To: Township Board of Trustees

Cc: Nancy Wyrybkowski, Deputy Clerk

From: Joe Lawson, Planning Director

Date: December 9, 2014

Re: Crown Castle Proposed Lease Amendment. – 2801 Holmes Road

Please find attached the request of Mr. James Baker of the Lyle Company, an Authorized Vendor of Crown Castle requesting an amendment to the lease agreement between Crown Castle and Ypsilanti Township in relation to the wireless communication facility located at 2801 Holmes Road.

I have attached a copy of the original 2006 lease agreement along with the proposed amendment for your review. In short, please be advised of the following proposed changes:

- If approved, the expiration date of the lease would be extended 25 years from August 2036 to August 2061.
- Crown Castle will have the right of first refusal should the Township wish to sell, lease, option or license the land currently associated with this lease to another provider.
- Crown Castle shall have the option to expand the existing ground lease area by 1,250 square-feet for the housing of additional ground equipment.

A copy has been sent to the Attorney's office for review and consideration. Should the Board agree with the proposed amendment, it is the request of staff that the Board approve the Township Supervisor and Clerk to sign the agreement contingent upon the review and approval of the Township Attorney.

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



James Baker
The Lyle Company
3140 Gold Camp Drive #30
Rancho Cordova, CA 95670
Tel: (248) 417-7771
Fax: (888) 566-0110



Crown Castle

1220 Augusta Drive #500 Houston, TX 77057

An Authorized Vendor of Crown Castle

November 12, 2014

Township of Ypsilanti Attention: Joe Lawson 7200 S. Huron River Drive Ypsilanti, MI 48197 (734) 485-3943

RE: Business Unit # 829178

Site Name: YCUA RL

Dear Joe:

This letter agreement ("**Letter Agreement**") sets forth the terms of the agreement that is to be memorialized between T-Mobile USA Towers LLC, by CCTMO LLC, a Delaware limited liability company, its Attorney in Fact, ("**Tenant**") and Township of Ypsilanti, a Michigan municipal corporation ("**Landlord**"), to modify, among other things, the length of the term in the lease agreement between the Landlord and Tenant dated March 24, 2011, as may be amended ("**Lease**") for property located in Ypsilanti, Washtenaw County, Michigan ("**Property**").

For and in consideration of Fifty Dollars (\$50.00) to be paid by Tenant to Landlord within thirty (30) days after full execution of this Letter Agreement, the parties agree as follows:

- 1. Landlord and Tenant will enter into an amendment to the Lease ("Lease Amendment") wherein the term of the Lease will be modified. The Lease currently provides, in Section 4, that there are four (4) Renewal Terms of five (5) years each. That Lease section will be amended to provide five (5) additional Renewal Terms of five (5) years each, extending the term of the Lease by twenty five (25) years. The new final Lease expiration date will be August 9, 2061.
- 2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:
 - a. If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or Landlord's interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the rsame terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Property. If Landlord's notice covers portions of

- Landlord's parent parcel beyond the Property, Tenant may elect to acquire an interest in only the Property, and the consideration shall be pro-rated on an acreage basis.
- b. The Lease Amendment shall include a provision stating that Tenant will pay to Landlord a onetime amount of **Five Thousand Dollars** (\$5,000.00) for the full execution of the Lease Amendment within sixty (60) days of the full execution of the Lease Amendment.
- c. As further consideration for Tenant entering into the Lease Amendment, during the term of the Lease, Tenant shall have an irrevocable option ("Option") to lease up to a maximum of one thousand two hundred fifty (1,250) square feet of real property in a location that is selected by Tenant but subject to approval of Landlord, not to be unreasonably withheld ("Additional Lease Area") on the same terms and conditions set forth in the Lease. If Tenant elects to exercise the Option, Tenant shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Tenant for the existing lease area at the time Tenant exercises the Option. Tenant may exercise the Option by providing written notice to Landlord at any time. Within thirty (30) days after Tenant's exercise of the Option, Landlord shall execute and deliver an amendment to the Lease, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Tenant's interest in the Additional Lease Area. In addition, within thirty (30) days after Tenant's exercise of the Option, Landlord shall obtain and deliver any documentation necessary to free the Additional Lease Area from any mortgages, deeds of trust, liens or encumbrances.
- 3. Furthermore, the Lease Amendment will modify the Lease to provide that if requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Property for the purpose of constructing, maintaining and operating communications facilities. Landlord will agree to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord will appoint Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf.
- 4. Landlord shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.
- 5. Upon receipt of this Letter Agreement evidencing Landlord's acceptance of the terms herein, Tenant shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property committee, Tenant shall prepare a Lease Amendment that incorporates the terms and conditions described in this Letter Agreement. In connection therewith, the parties acknowledge and agree that this Letter Agreement is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of the Lease Amendment, Landlord hereby agrees to execute the Lease Amendment without any unreasonable delay.
- 6. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Landlord and Tenant each will pay its own out-of-pocket expenses.
- 7. Notwithstanding anything to the contrary contained herein, Tenant has the complete right to terminate this Letter Agreement for any or no reason at any time prior to full execution of the Lease Amendment, without damages.
- 8. Landlord represents and warrants that Landlord is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents, including but not limited to the Lease Amendment, required by this Letter Agreement. From the date of this Letter Agreement through the date that Landlord executes the Lease Amendment, Landlord shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Landlord shall promptly notify Tenant if any representation or warranty is or possibly may not be true or correct. Landlord's representations, warranties and covenants shall survive following the full execution of the Lease Amendment.

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

LANDLORD:	LANDLORD:
TOWNSHIP OF YPSILANTI, a Michigan municipal corporation	TOWNSHIP OF YPSILANTI, a Michigan municipal corporation
Ву:	Ву:
Name: Brenda Stumbo	Name: Karen Lovejoy Roe
Title: Township Supervisor	Title: Township Clerk
Date:	Date:
TENANT:	
T-MOBILE USA TOWER LLC, a Delaware limited liability company	
By: CCTMO LLC a Delaware limited liability company, its Attorney in Fact	
Ву:	
Name:	
Title:	
Date:	

Site: DE05751

Site Name: Holmes Road - YCUA

Market: Detroit

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is dated as of ______, 2006, by T-Mobile Central LLC, a Delaware Limited Liability Company ("T-Mobile" or "Tenant") and Township of Ypsilanti, a Michigan municipal corporation ("Owner" or "Landlord").

For One Dollar (\$1.00) paid to Owner, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Premises</u>. Owner owns a parcel of land ("Land") located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, commonly known as 2801 Holmes Road, Ypsilanti, Ml 48197. The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period"), Owner hereby leases to T-Mobile and T-Mobile leases from Owner approximately two thousand five hundred (2,500) square feet of the Land and all access and utility easements necessary or desirable therefore ("Premises"), as may be described generally in Exhibit B annexed hereto.
- Effective Date/Due Diligence Period. This Agreement shall be effective on the date of full 2. execution hereof ("Effective Date"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("Due Diligence Period"), T-Mobile shall only be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that T-Mobile may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that T-Mobile determines, during the Due Diligence Period, that the Premises are not appropriate for T-Mobile's intended use, or if for any other reason, or no reason, T-Mobile decides not to commence its tenancy of the Premises, then T-Mobile shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and T-Mobile expressly acknowledge and agree that T-Mobile's access to the Land during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that T-Mobile shall not be considered an owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.
- 3. <u>Term.</u> The term of T-Mobile's tenancy hereunder shall commence upon the start of construction of the Tenant Facilities (as defined in Paragraph 6 below), ninety (90) days following Landlord issuing a building permit or six (6) months following the Effective Date, whichever first occurs ("Term Commencement Date") and shall terminate on the fifth anniversary of the Term Commencement Date ("Term") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods ("Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended fore each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding Renewal Term.
- 4. Rent. Within fifteen (15) business days following the Term Commencement Date, and on the first day of each subsequent year, Tenant shall pay to Landlord as rent Sixteen Thousand Eight Hundred and 00/100 Dollars (\$16,800.00) annually ("Rent"). Rent for any fractional year at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be increased each year by an amount equal to three (3%) of the Rent in effect for the previous year. Rent shall be payable to Landlord at 7200 S. Huron

River Drive, Ypsilanti, Michigan 48197 Attention: Treasurer. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 From from Landlord.

5. <u>Use.</u> From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such Investigations and Tests as Tenant may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at no out of pocket expense to Landlord, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

6. Facilities; Utilities; Access

- (a) Tenant has the right to construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefore ("Tenant Facilities"). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Land, but is not required to remove any foundation more than one (1) foot below grade level.
- (b) Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land. In connection therewith, Landlord hereby grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, and/or remove cable and lines on, over, under and across a portion of Landlords Property as necessary or desirable therefore. Landlord agrees to sign such documents or easements, at no cost to Tenant or the utility companies, as may be required by said utility companies to provide such service to the Premises. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to Landlord and the servicing utility company.
- (c) Tenant, Tenant's employees, agents and contractors shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Land, and such right and easement may be described generally in Exhibit B.
- (d) Tenant may construct an access road to the Premises ("Access Road"), across the Land as more fully described in Exhibit B, if tenant reasonably determines such Access Road is necessary for Tenant's ingress to and egress from the Premises. Tenant shall be responsible for maintaining and repairing such Access Road until the expiration or earlier termination of this Agreement, at its sole expense, less reasonable wear and tear or loss by casualty or other causes beyond Tenant's reasonable control. Landlord shall be responsible for any damages to the Access Road caused by use of the Access Road by Landlord, or Landlord's agents, employees, licensees, invitees or contractors, and shall be responsible for maintaining and repairing the Access Road from and after the expiration or earlier termination of this Agreement, which costs shall be Landlord's sole responsibility.

7. <u>Interference</u>

- (a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Land, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities.
- (b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Land or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use best effort to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.
- 8. <u>Taxes</u>. If personal property taxes are assessed, upon receipt of the summer and winter personal property tax bills, currently sent out by the Township on or about July 1 and December 1, respectively, Tenant shall pay any portion of such taxes directly attributable to the Tenant Facilities. Landlord shall pay when due all real property taxes, assessments and deferred taxes on the Land.

9. Waiver of Landlord's Lien

- (a) Landlord waives any lien right it may have concerning the Tenant Facilities, all of which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.
- (b) Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.
- Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities; or (iii) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Tenant if any environmental report for the Land reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) by Tenant if the Landlord fails to deliver to Tenant an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below. Upon termination, any prepaid Rent shall be refunded to Tenant within thirty (30) days of termination.
- 11. <u>Destruction or Condemnation</u>. If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the

date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance

- (a) Tenant, at Tenant's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all s provided for herein. Within thirty (30) days following the Effective Date, Tenant shall provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 12. Alternatively, Tenant shall have the option of providing Landlord with evidence of such coverage electronically by providing to Landlord a Uniform Resource Locator ("URL") Link to access Tenant's memorandum of insurance ("MOI") website in order for Landlord to review the coverage required by this Paragraph 12.
 - (b) Landlord shall be named as an additional insured on Tenant's policy.
- 13. Waiver of Subrogation- Landlord and Tenant release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Land or the Premises or to the Tenant Facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage cause by any of the risks insured against under any insurance policy required by Paragraph 12.
- 14. <u>Liability and Indemnity</u>. Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party or its agents, employees or contractors in or about the Land. The duties described in this Paragraph 14 shall apply as of he Effective Date of this Agreement and survive the termination of this Agreement.
- Assignment and Subletting. Tenant may assign this Agreement, or sublet or license the Premises 15. or any portion thereof, which shall be evidenced by written notice thereof to Landlord within a reasonable period of time thereafter. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Landlord's Lien") above. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

- 16. Warranty of Title and Quiet Enjoyment. Landlord warrants that: (i) Landlord owns the Land in fee simple, has rights of access thereto from the nearest public roadway, which Tenant is legally permitted to use, and the Land and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods.
- 17. Repairs. Tenant shall repair any damage to the Premises or Land caused by the negligence or willful misconduct of Tenant. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Tenant shall repair the Premises to substantially the condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's reasonable control excepted.

18. Hazardous Material

- (a) As of the Effective Date of this Agreement: (1) tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below), and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Land in violation of any Environmental Law; (ii) no notice has been received by or on behalf of landlord from, and landlord has no knowledge that notice has been given to any predecessor owner or operator of the Land by, and governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.
- (b) Without limiting Paragraph 14, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Land by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Land by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.
- (c) "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.
- (d) "Environmental Law" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretative thereof, including orders, decrees, judgments rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal,

or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

19. Miscellaneous.

- (a) This Agreement constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.
- (b) Both parties represent and warrant that their use of the Land and their real and personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.
- (c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- (e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Landlord:

Township of Ypsilanti 7200 S. Huron River Drive Ypsilanti, MI 48197 Attn: Clerk

Phone: (734) 484-4700

Tenant:

T-Mobile Central, LLC 12920 SE 38th Street Bellevue, WA 98006 Attn: PCS Lease Administrator

T-Mobile, Central LLC 12170 Merriman Livonia, MI 48150 Attn: Lease Administration Manager

With a copy to:

T-Mobile Central, LLC c/o T-Mobile USA, Inc. 8550 W. Bryn Mawr Ave. Chicago, IL 60631

Attn: Lease Administration Manager

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

(f) This Agreement shall be governed by the laws of the State of Michigan.

- (g) Landlord agrees to execute and deliver to Tenant a Memorandum of Agreement in the form annexed hereto as Exhibit C and acknowledges that such Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Land is located.
- (h) In the event the Land is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and deliver to Tenant an executed and acknowledged non-disturbance and attornment instrument for each such mortgage or deed of trust in a recordable form reasonably acceptable to both parties.
- (i) Landlord agrees to fully cooperate with Tenant (including obtaining and/or executing necessary documentation) to clear any outstanding title issues that could adversely affect Tenant's interest in the Premises created by this Agreement.
- (j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.
- (k) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.
- (l) Both parties took part in the negotiation of this Agreement and agree that legal concepts intended to construe the Agreement against the drafter will not apply against either party.
- (m) In the event of any breach or default by either party, the other party shall be entitled to all rights and remedies provided for in this Agreement and/or available at law, in equity, by statute or otherwise, all of which rights and remedies shall be cumulative (and not exclusive).
- (n) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- (o) All Recitals set forth above, and all Riders and Exhibits annexed hereto, form material parts of this Agreement and are hereby incorporated herein by this reference.
- (p) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.
- Supplier Diversity. T-Mobile is committed to equal employment and vendor diversity. As part 20. of this commitment, it is the policy of T-Mobile that small business concerns, veteran-owned small business concerns, HUBZone small business concerns, women-owned small business concerns, small disadvantaged business concerns (including 8(a) business concerns) and historically black colleges and universities and minority institutions ("Diverse Suppliers," as further defined below) shall have the maximum practicable opportunity to participate in performance of contracting between T-Mobile and its vendors. The term "Diverse Supplier(s)" shall mean and be defined as set forth in Federal Acquisition Regulation Part 19 and 13 C.F.R. Part 121. In addition, "Historically black colleges and universities," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean and include institutions determined by the Secretary of Education to meet the requirements of C.F.R. Section 608.2; any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; and "Minority institutions," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. Section 1135d-5(3)); and also Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. Section 1059c(b)(1)). Landlord shall confirm in the space below whether or not Landlord reasonably believes it qualifies as a Diverse Supplier.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LANDLORD:	TENANT:
Township of Ypsilanti, a Michigan municipal corporation By: JULY LINGS MANNER Name: Manne: Manner Title: Dare North Date: May 16, 2006	T-Mobile Central LLC., a Delaware Limited Liability Company By: Namidichael S. Hogan Director of Engineering & Operation Title: Date:
By: Dienda S. Dhenda Name: Brenda L. Strembs Title: Clerk Date: 7/18/04 Tax I.D.	
Diverse Supplier: Yes No	

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated	, 2006, by and between Township of Ypsilanti, a
Michigan municipal corporation,	as Landlord, and T-Mobile Central, LLC., a Delaware Limited Liability
Company, as Tenant.	

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

APN: 11-01-200-003

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

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

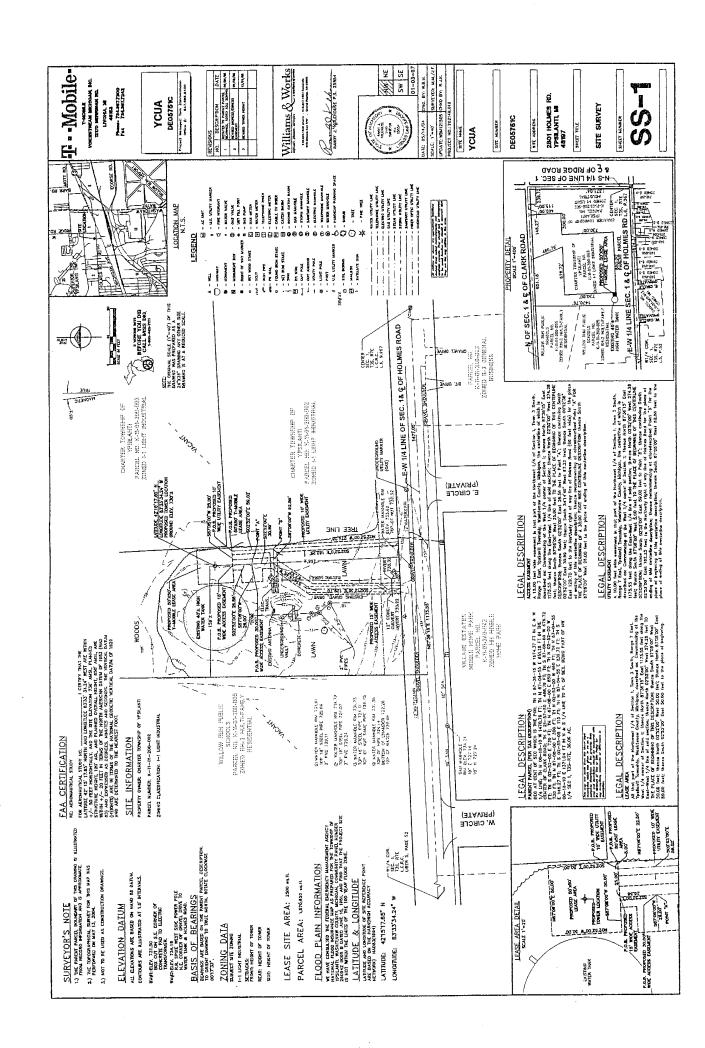


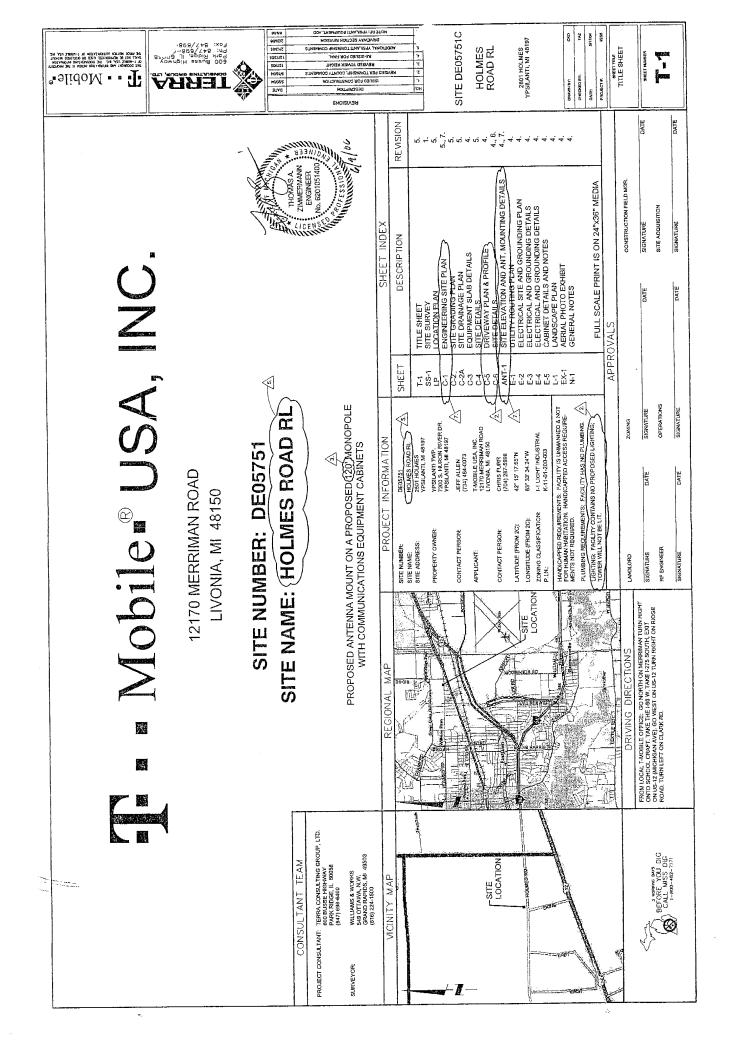
EXHIBIT B

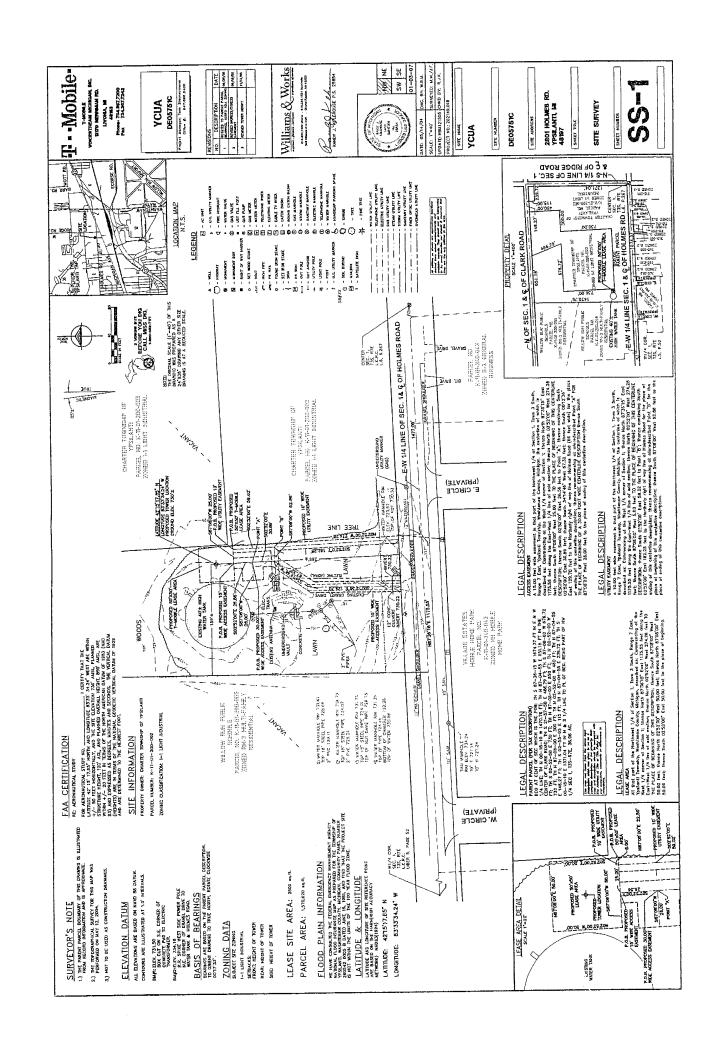
DESCRIPTION OF PREMISES

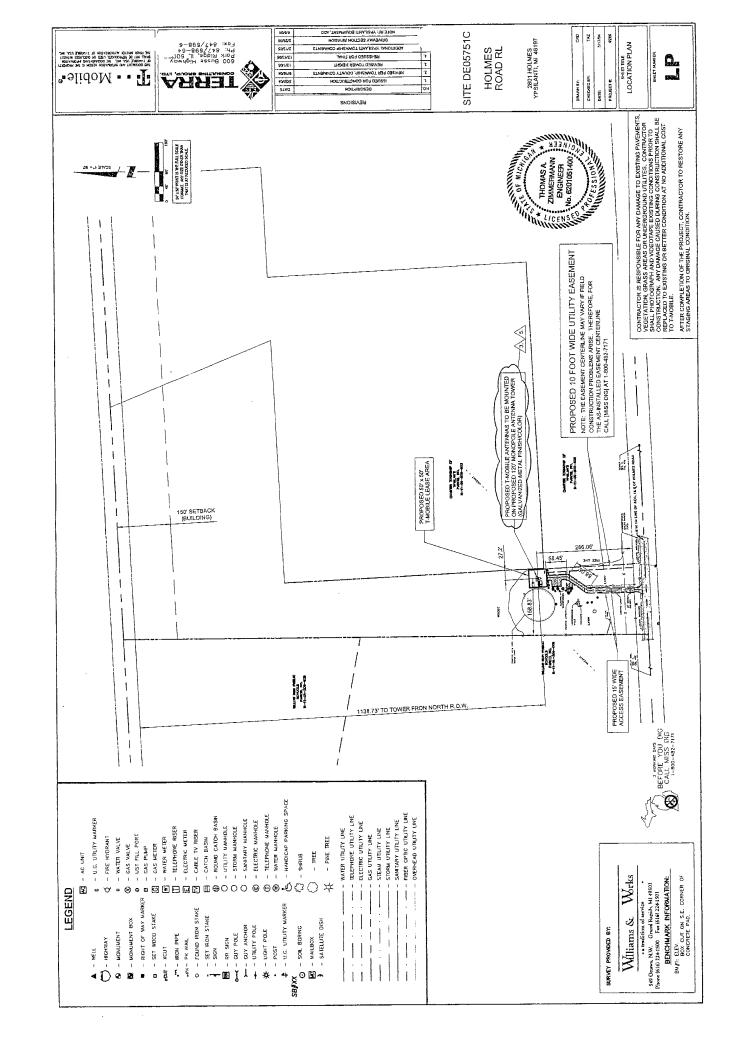
to the Agreement dated Michigan municipal corporation, as Landlord, and T- Company, as Tenant.	, 2006, by and between Township of Ypsilanti, a -Mobile Central, LLC., a Delaware Limited Liability
The Premises are described and/or depicted as follow	vs:
A DDAWING OF THE PREMISES WILL BE PE	RESENTED HERE OR ATTACHED HERETO

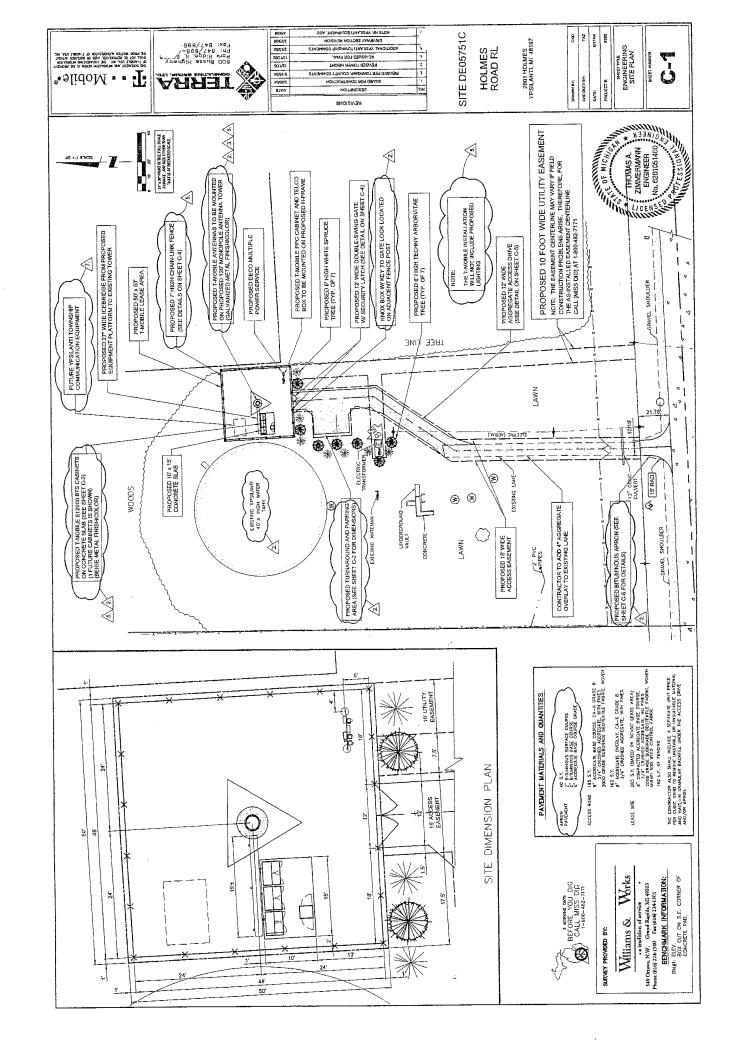
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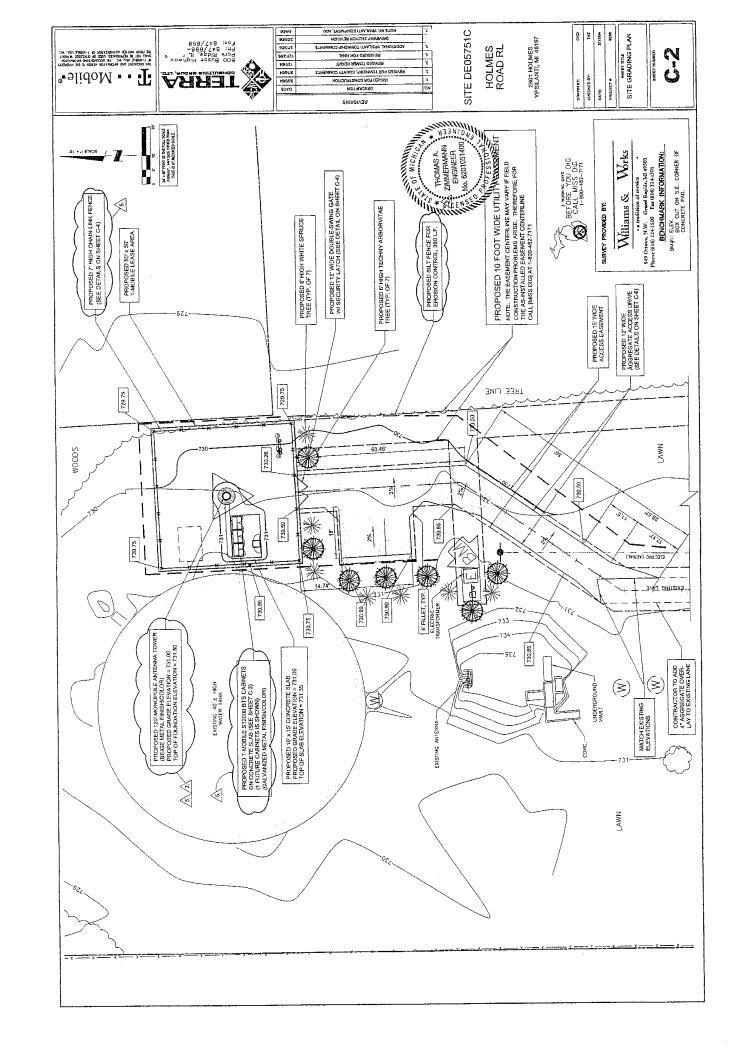
- 1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
- 2. The Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities.
- 3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
- 4. Without in any way limiting Paragraph 6 (or Tenant's right to make future changes), Tenant intends to initially install up to twelve (9) antennas, fifteen (18) coaxial cables and three GPS signal units and connections. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
- 5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

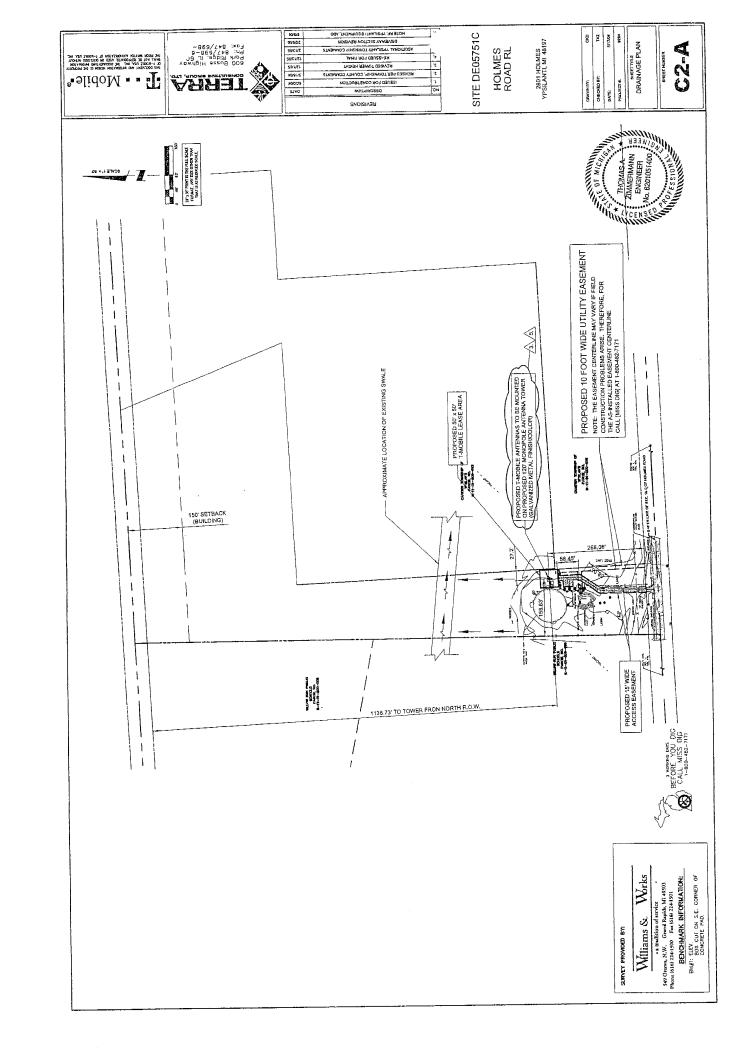


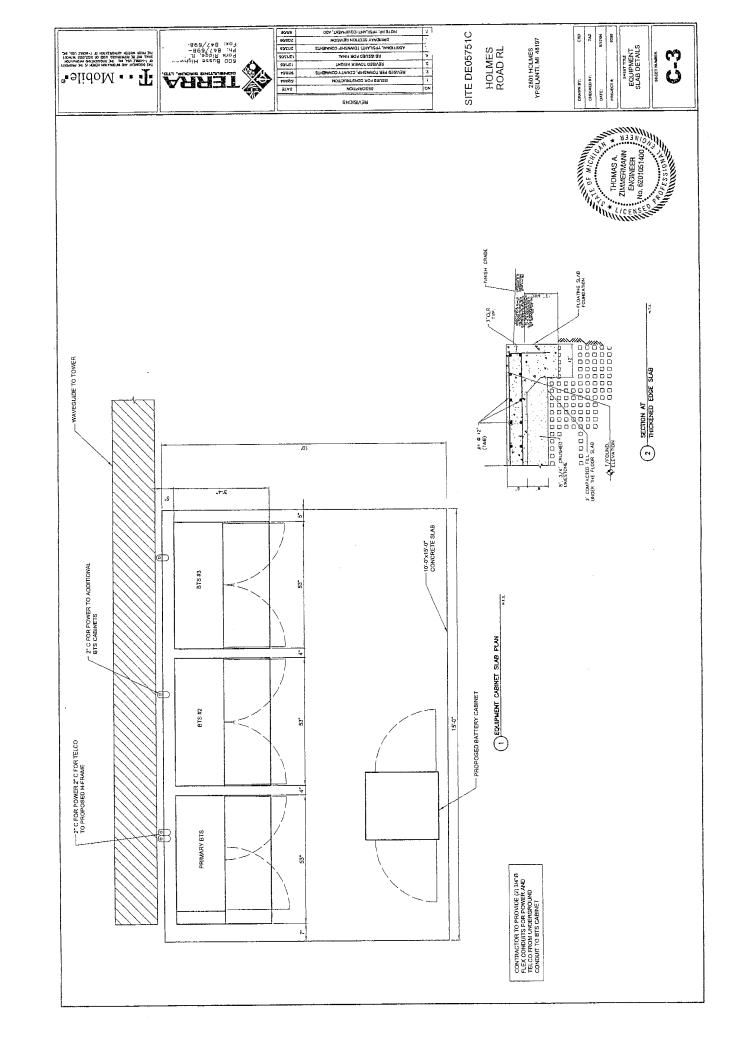


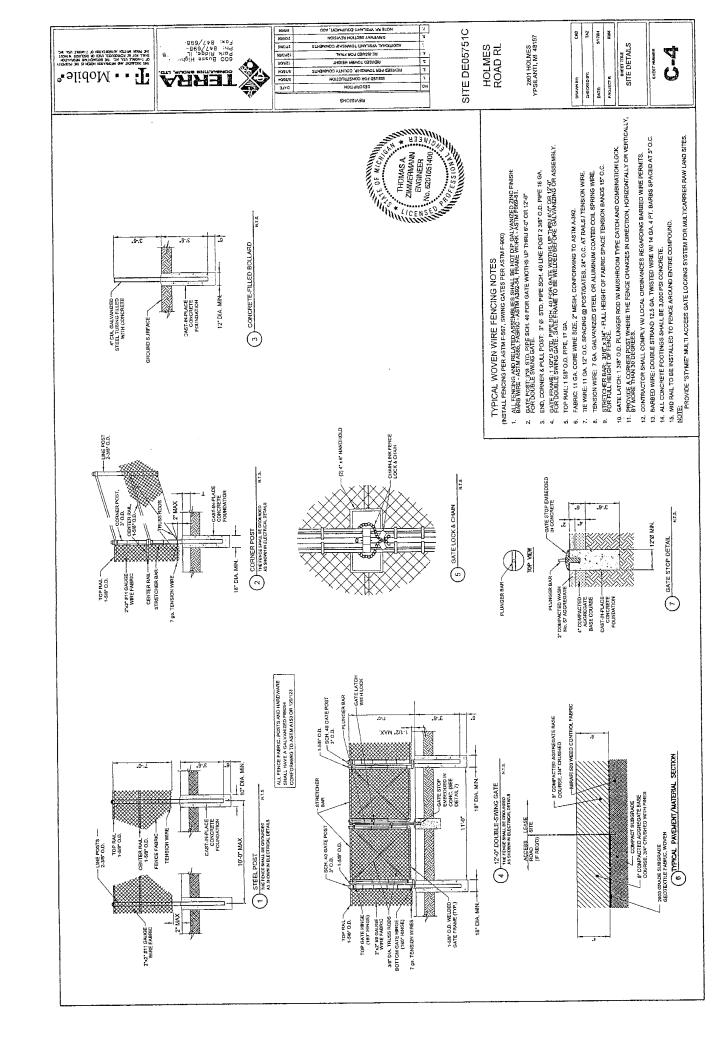


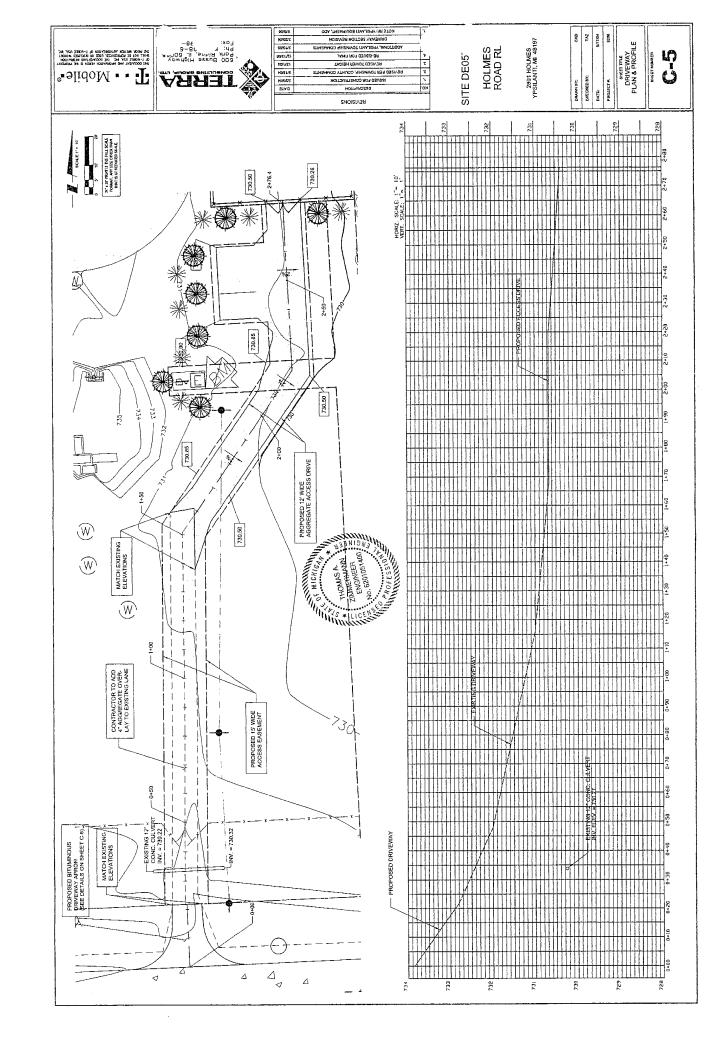






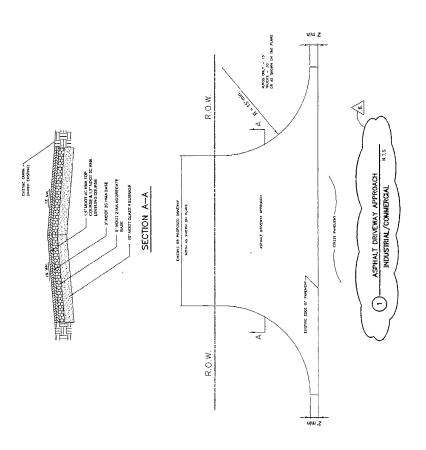


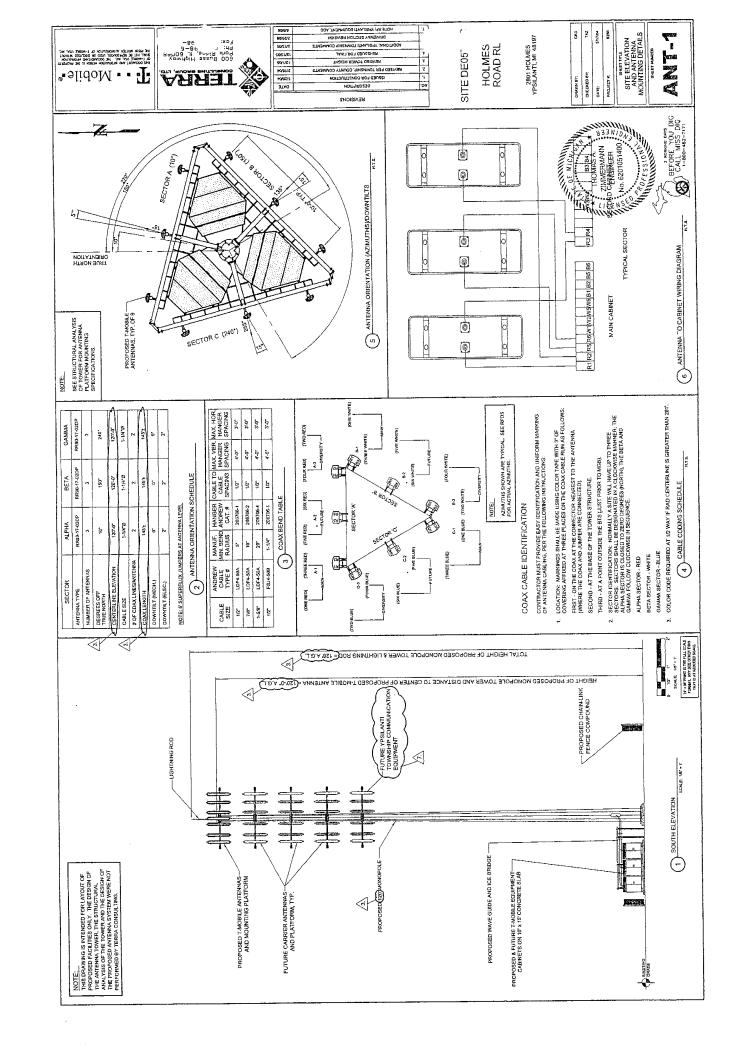


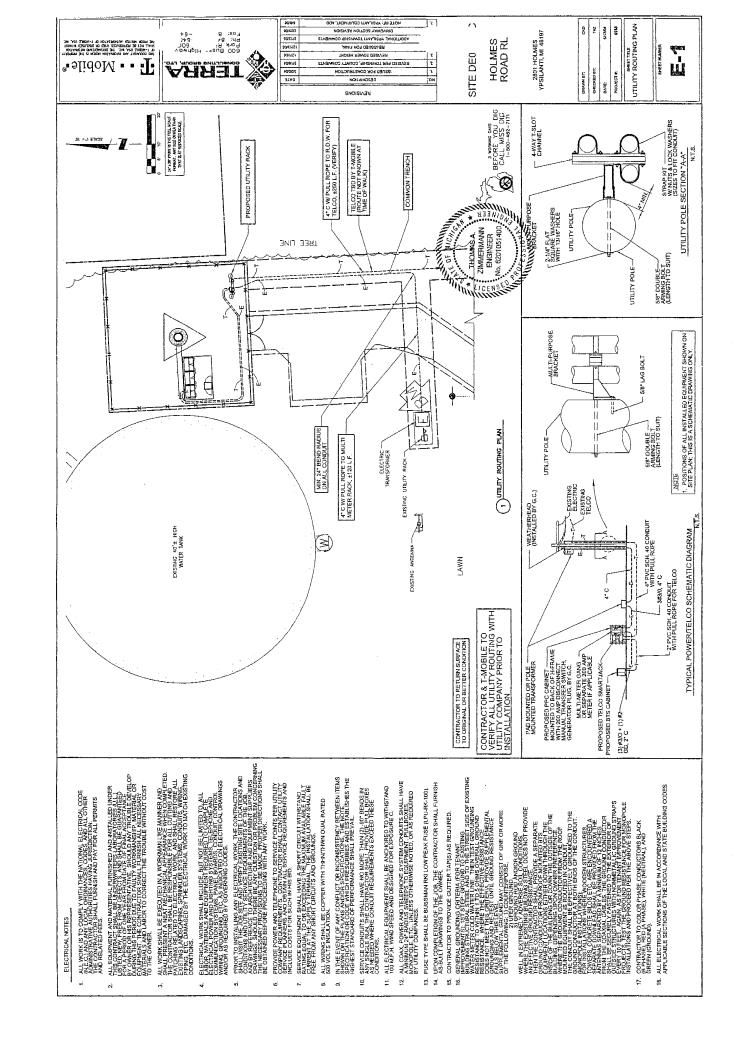


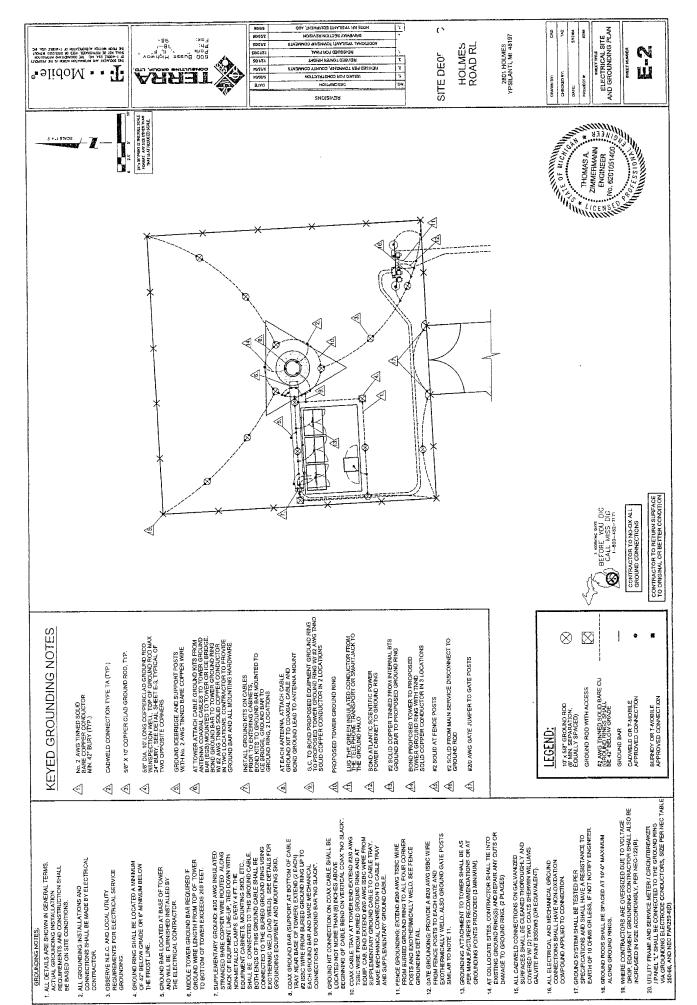
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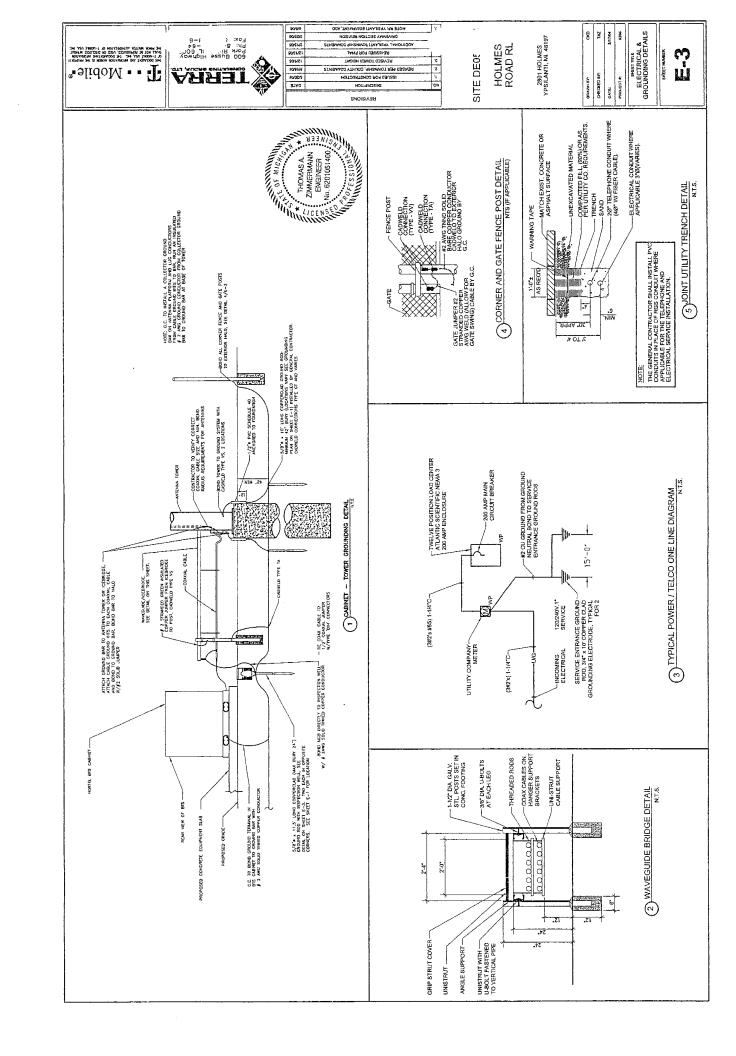


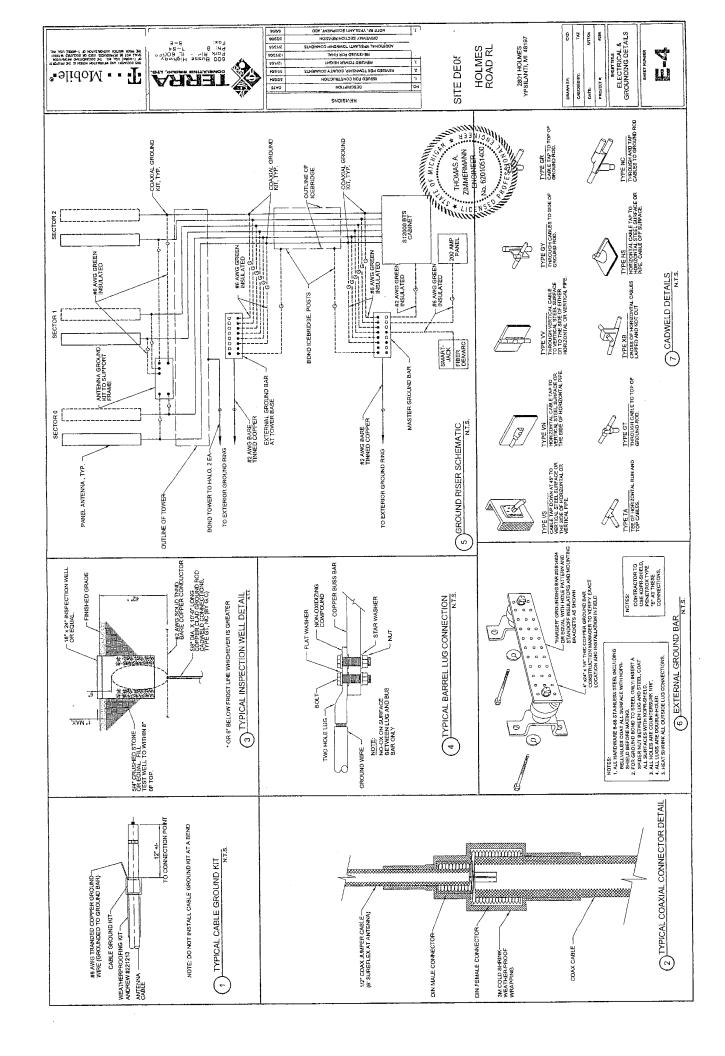


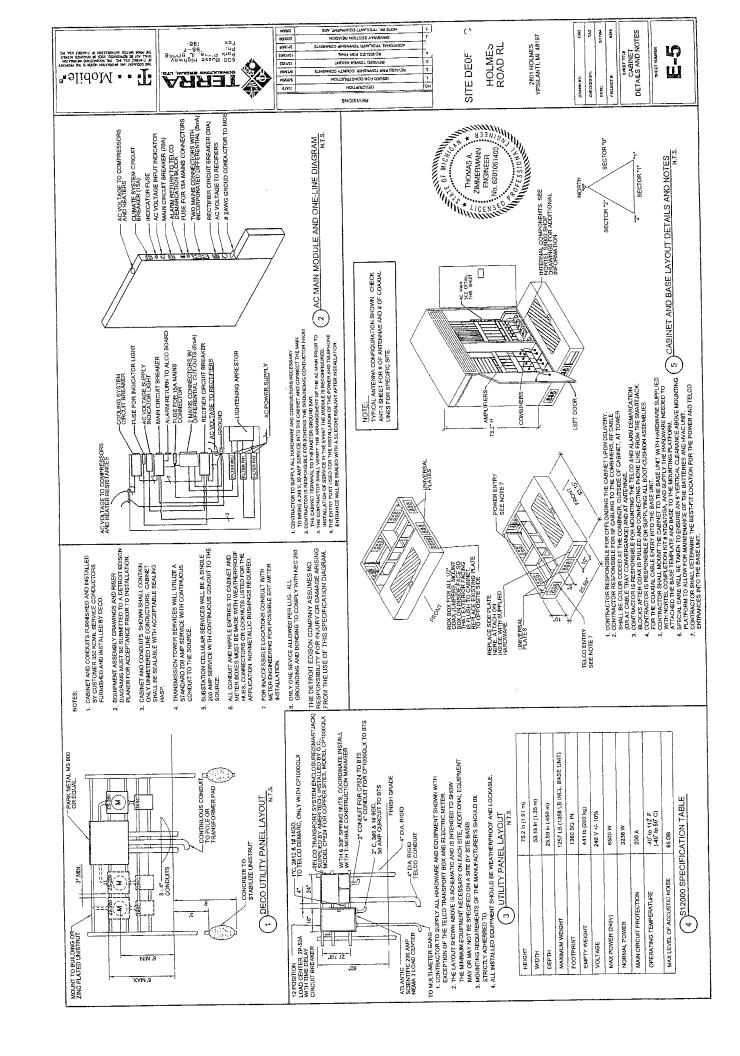


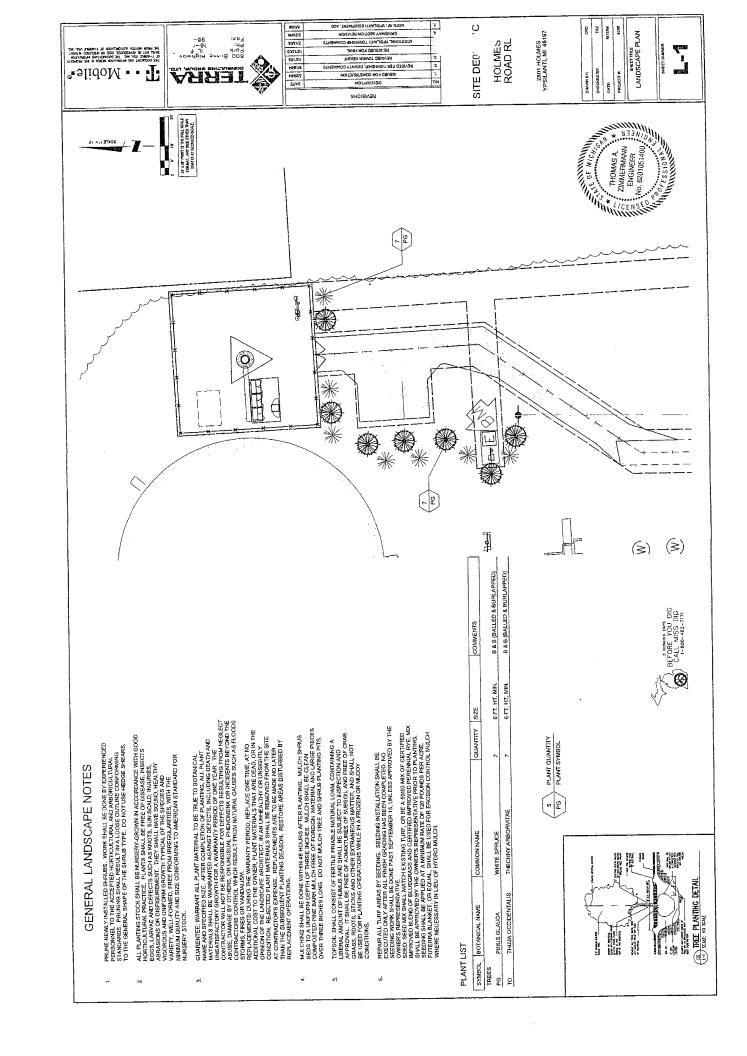


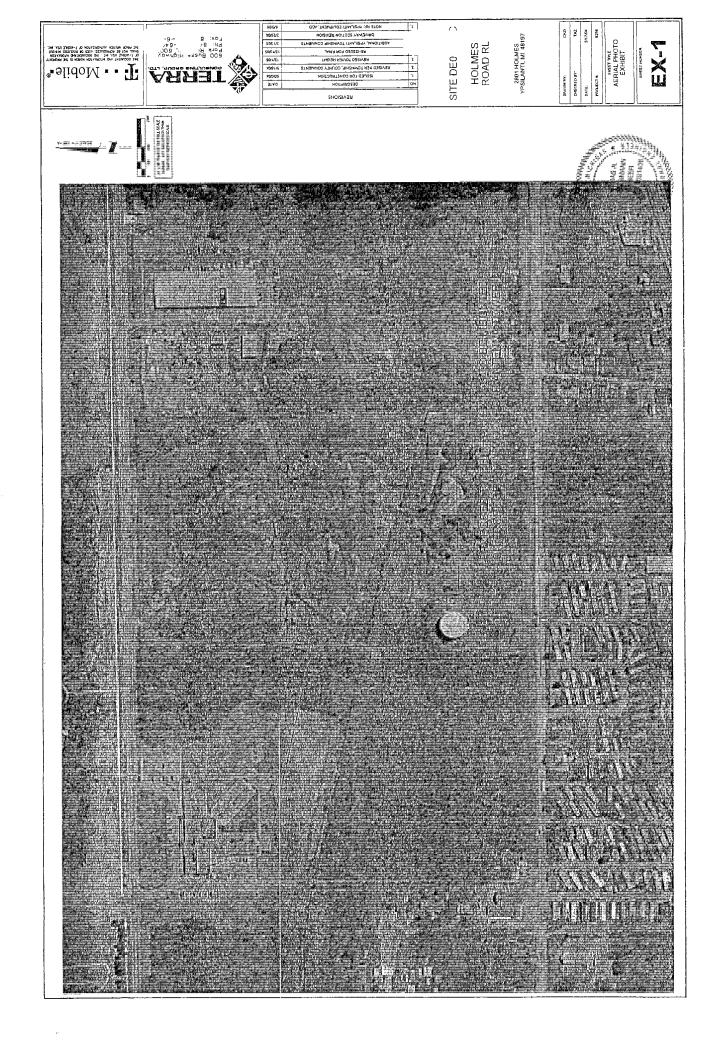
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REVISOR FOR FIRM.

REVISOR TOWNSHIP COA

REVISED TOWNSHIP COA

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SITE DE0!

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2801 HOLMES YPSILANTI, MI 48197

3.4 PROTECTION (DRON COMPLETION OF ERECTION, INSPECT PRIVE MATERIAL, AND PART PRID CUTS OR CALVANIZING BREAKS WITH ZINC-BASED PAINT COLOR TO MATCH THE GALVANIZING PRICESS)



SENERAL NOTES

CHECKED BY: PROJECT #: I

EXHIBIT C

to the Agreement dated	, 2006, by and between Township of Ypsilanti, a
Michigan municipal corporation,	as Landlord, and T-Mobile Central, LLC, a Delaware Limited Liability
Company, as Tenant.	

RECORDED AT REQUEST OF, AND WHEN RECORDED RETURN TO:

T-Mobile Central, LLC 12170 Merriman Road Livonia, MI 48150

MEMORANDUM OF AGREEMENT DE05751 Holmes Road - YCUA APN: 11-01-200-003

- 1. Landlord and T-Mobile entered into a Communications Site Lease Agreement ("Agreement") dated as of _______, 2006, effective upon full execution of the parties ("Effective Date") for the purpose of T-Mobile undertaking certain Investigations and Tests and, upon finding the Land appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
- 2. The term of T-Mobile's tenancy under the Agreement is for five (5) years commencing on the start of construction of the Tenant Facilities, ninety (90) days following issuance of a building permit or six (6) months following the Effective Date, whichever first occurs ("Term Commencement Date"), and terminating on the fifth anniversary of the Term Commencement Date with five (5) successive five (5) year options to renew.
- 3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Premises") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

TENANT:

Township of Ypsilanti, a Michigan municipal corporation

T-Mobile Central, LLC., a Delaware Limited Liability Company

Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
Name:	
Title:	
Date:	
STATE OF MICHIGAN	
COUNTY OF WASHTENAW	
On, before me,	, Notary Public, personally appeared sonally known to me (or proved to me on the basis of se name is subscribed to the within instrument and
acknowledged to me that they executed the	same in their authorized capacity, and that by their signature on a behalf of which the person acted, executed the instrument.
Notary Public (SEAL)
Notary Public	
My commission expires:	
STATE OF MICHIGAN	
COUNTY OF WASHTENAW	
On, before me,	, Notary Public, personally appeared sonally known to me (or proved to me on the basis of
acknowledged to me that they executed the	sonally known to me (or proved to me on the basis of se name is subscribed to the within instrument and same in their authorized capacity, and that by their signature on n behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.	
(SEAL)
Notary Public My commission expires:	

RECORDED AT REQUEST OF, AND WHEN RECORDED RETURN TO:

T-Mobile Central, LLC 12170 Merriman Road Livonia, MI 48150

AGREEMENT TO REMOVE WIRELESS COMMUNICATIONS FACILITIES

Pursuant to Ypsilanti Township Zoning Ordinance Section 2107 (d) (5), T-Mobile Central, LLC, a Delaware Limited Liability Company, having a mailing address of 12170 Merriman Road, Livonia, MI 48150 ("T-Mobile") agrees to the following terms and conditions for removal of the wireless communications facility located on the real property attached as Exhibit A ("the Premises"). Removal of such facility includes removal of the tower, associated buildings, structures, equipment and fencing (but excludes foundations and underground utilities).

- 1. T-Mobile agree, to remove the wireless communication facility upon the occurrence of either or both of the following:
- (a) When the facility has not been used for twelve months or more. The removal of the antennas or other equipment from the facility, or the cessation of transmission and/or reception of signals, or the termination of the rental agreement between T-Mobile and Owner, whichever is earlier, shall be considered the beginning of the period of non-use.
- (b) If there are two or more users on the tower, the tower shall not be considered abandoned until all users cease using the tower.
- 2. Upon the requirement for removal based on the above conditions, T-Mobile shall immediately apply for any required demolition or removal permits and immediately proceed with and complete the demolition/removal.
- 3. If the required removal of a facility or a portion thereof has not been lawfully completed within ninety (90) days of the expiration of the 12 month period in paragraph 1 (a) above and after at least (30) days written notice, the Township may remove or secure the removal of the wireless communication facilities or required portions thereof, with the actual cost and reasonable administrative expenses being charged against T-Mobile. If not paid within thirty (30) days, then such amount shall constitute a lien upon the Premises and may be collected pursuant to the laws of judicial foreclosure.
- 4. The remedies provided in this Agreement are cumulative. Nothing in this Agreement shall be construed to waive or impair Ypsilanti Township's authority to enforce its Zoning Ordinance requirements, as may be amended from time to time, for removal of the tower upon abandonment or non-use.

5. T-Mobile shall the wireless communications facilities.	immediately notify the Township Clerk in writing if and as soon as use of lities ceases.
6. This agreement shall run Deeds office.	with the land and shall be recorded in the Washtenaw County Register of
	T-MOBILE T-Mobile Central, LLC a Delaware Limited Liability Company
	Ву:
	Name:
	Title:
STATE OF MICHIGAN COUNTY OF WASHTENAW	
The foregoing instrument was act	knowledged before me on theday of, 2006, by, of T-Mobile Central, LLC a Delaware
Limited Liability Company	
(AFFIX NOTARIAL SEAL)	
	, Notary Public

My commission expires:

County, acting in

County,

EXHIBIT A

LEGAL DESCRIPTION

Property situated in the Township of Ypsilanti, County of Washtenaw and State of Michigan, to wit:

LEGAL	DESCRIPTIO	Ν

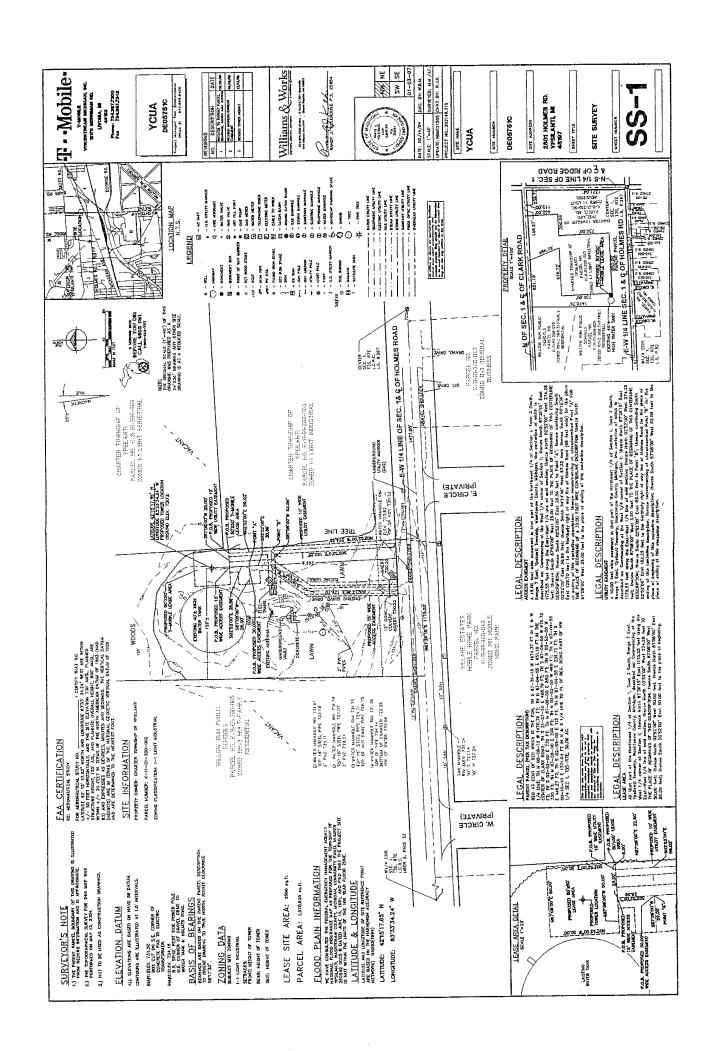
PROPOSED LEASE AREA:

Attached hereto.

LEGAL DESCRIPTION

PROPOSED INGRESS/EGRESS & UTILITY EASEMENT:

Attached hereto.



MEMORANDUM OF UNDERSTANDING BETWEEN

THE TOWNSHIP OF SUPERIOR AND ITS REGIONAL PARTICIPATING PARTNERS

2014 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM

FIREFIGHTER SAFETY AND SURVIVAL /RIT TRAINING AND EQUIPMENT

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into between the Township of Superior (hereafter "Hosting Organization") and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2014 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of a Firefighter Safety and Survival / RIT Training and Equipment;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

TERMS

I. Purpose

The purpose of this MOU is to establish a cooperative agreement between the Township of Superior (hereinafter "Township"), the programmatic and financial administrator (host) for the Superior Township Fire Department (hereinafter "STFD"), and its Regional Participating Partners, (hereinafter the "Regional Participating Partners") to secure a 2014 Assistance to Firefighters Grant and to provide Firefighter Safety and Survival / RIT Training and Equipment for the region's safety services. This purchase will help protect the health and safety of the public and safety service personnel through training as well as common equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Township and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

II. Definitions

Authorized Representative: The chief executive and fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

Equipment: RIT Packs, Rope, Webbing and any needed supplemental equipment or material necessary to perform training as allowed by the Assistance to Firefighters Grant (AFG) Program.

Training: 42 hour Firefighter Safety and Survival / RIT Course

Host Organization: The Township of Superior

Regional Participating Partners: Any government entity that executes this MOU.

III. Background to the Assistance Firefighters Grant Project

Purpose and Objective:

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2014 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2014 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

Problem Statement:

In Washtenaw County, the STFD and the said Regional Participating Partners lack the appropriate Firefighter Safety and Survival / RIT training and equipment to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

- 1. *Protecting the public and first responder safety* providing the Equipment would be the first step in implementing specific training among Regional Participating Partners enabling safety service personnel better tactical knowledge and experience in protecting the public and enhancing fire responder safety.
- 2. Enhancing capabilities and resilience (local, regional, and national) provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partners training readiness and support capabilities.

- 3. Enhancing National Capabilities -grant funding will assist in moving the Township and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening training capabilities and inter agency fire ground tactics.
- 4. *Risk* Risk Based Prioritization -grant funding will assist in moving the Township and the Regional Participating Partners closer to a common theory in Firefighter Safety and Survival / RIT as well as common equipment amongst all Regional Participating Partners. The Township and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future operational capabilities and working relationships.
- 5. *Interoperability* Grant funding will allow the Township and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with the Michigan Automatic Box Alarm System (MABAS) program in which all the Regional Participating Partners are officially part of the newly developed Washtenaw County MABAS division.

IV. Responsibilities of the Township

As the Hosting Organization for the 2014 Assistance Firefighters Grant, the Township will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and Equipment after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
 - 1. Invoicing the Regional Participating Partners for their share of the 10% matching grant cost of Equipment based on the count of each department's personnel number at time of Training and Equipment purchase.
 - 2. Arranging payment to vendors.
 - 3. Preparing program and fiscal reports required by the grantor.
 - 4. Auditing and tracking grant funds and deliverables as required by the grantor.
 - 5. Coordinate procurement of the Equipment through a competitive bidding process in compliance with the Township of Superior's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

IV. Responsibilities of the Regional Participating Partners

Each of the Regional Participating Partners will:

- a. Provide funding share of the 10% matching grant cost of Equipment based on the department's personnel number at time of Equipment and Training Purchase. The share of cost shall be paid upon receipt of invoice from the Township, in advance of Equipment and Training procurement.
- b. Participate and train its employees on the Equipment which will be documented.
- c. Provide the following assigned liaison(s):
 - 1. Primary Contact who is responsible for: the Regional Partner's point of contact.
 - 2. Training Contact who is responsible to oversee the Regional Partner's training
 - 3. Fiscal Contact: responsible for accounting, fiscal reporting and payment.

- d. Promptly provide any additional documentation to the Township as requested that may be necessary in connection with the grant.
- e. Be responsible for their received equipment maintenance as needed

VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

VII. Arbitration of Disputes

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

VIII. Indemnification

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Township of Superior and/or the Superior Township Fire Department pursuant to the terms of this MOU shall be the responsibility of the Township of Superior if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Township of Superior or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.
- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of a Regional Participating Partner, or its employees shall be the responsibility of the Regional Participating Partner if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Regional Participating Partner or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the Regional Participating Partner, or the employees of any of them as provided by common law, statute, or court decision.

IX. Insurance

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

X. Termination of the MOU

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and Equipment and with 30 days' written notice to the Township's Project Lead.

XI. Points of Contact

The Township will designate a Primary Lead, as well as identify Points of Contact for Training, Fiscal, and Documentation responsibilities. The Regional Participating Partners will designate a Primary Point of Contact, as well as identify Points of Contact for Training and Fiscal responsibilities. Points of Contact are set forth in the attached Exhibit A.

XII. Notice

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Township of Superior's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Township of Superior has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

XIII. Choice of Law; Severability

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

XIV. Authority to Enter into MOU; Execution by Counterpart

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XV. Extent of Agreement; Amendments

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

Township of Superior (Hosting Organization)	
	Date:
Kenneth Schwartz, Townshi	ip Supervisor
	Date:
Brian Thurston, Fire Chief	

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A REGIONAL PARTICIPATION PARTNER

BY CITY OF ANN ARBOR

City of Ann Arbor, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Ann Arbor.

City of Ann Arbor

(Regional Participating Partner)		
Date: Steven D. Powers, City Administrator		
Date: Ellen Taylor, Fire Chief/Representative		

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A REGIONAL PARTICIPATION PARTNER

BY ANN ARBOR TOWNSHIP

Ann Arbor Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ann Arbor Township.

(Regional Participating Partner)	
Date:	
Michael Moran, Township Supervisor	
Date:	
Brian Thurston, Fire Chief	

Ann Arbor Township

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A REGIONAL PARTICIPATION PARTNER BY CITY OF CHELSEA

The City of Chelsea, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Chelsea.

City of Chelsea/Chelsea Area (Regional Participating Partn	-		
John Hanifan, City Manager	_ Date:	-	
Jim Payeur, Fire Chief	_ Date:	-	

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A REGIONAL PARTICIPATION PARTNER

BY DEXTER AREA FIRE AUTHORITY

Dexter Area Fire Authority, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Dexter Area Fire Authority.

Dexter Area Fire Authority (Regional Participating Par	
	Date:
Jim Seta, Chairman	
	Date:
Loren Yates, Fire Chief	

BY MANCHESTER TOWNSHIP

Manchester Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Manchester Township.

Manchester Township	
(Regional Participating Partner)	
Date:	_
Gene DeRossett, Township Supervisor	
Date:	-
Michael Riesterer, Fire Chief	

BY CITY OF MILAN

The City of Milan, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Milan.

City of Milan / Milan Area Fire Department	
(Regional Participating Partner)	
Date:	
Jade Smith, City Administrator	
Date:	
Bob Stevens, Fire Chief	

BY NORTHFIELD TOWNSHIP

Northfield Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Northfield Township.

Northfield Township (Regional Participating Partner)	
Howard Fink, Township Manager	_ Date:
William Wagner Ir Fire Chief	_ Date:

BY PITTSFIELD TOWNSHIP

Pittsfield Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Pittsfield Township.

Pittsfield Township	
(Regional Participating Partner)	
Date:	
Mandy Grewal, Township Supervisor	
Date:	
Sean Gleason, Fire Chief	

BY SALEM TOWNSHIP

Salem Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Salem Township.

Salem Township	
(Regional Participating Partner)	
Deter	
Date:	
Gary Whittaker, Township Supervisor	
Date:	
Jim Rachwal, Fire Chief	

The City of Saline, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Saline.

City of Saline (Regional Participating Partner)			
Todd Campbell, City Manager	Date:	-	
Craig Hoeft, Fire Chief	Date:	-	

BY SCIO TOWNSHIP

Scio Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Scio Township.

Scio Township	
(Regional Participating Partner)	
Date:	
Spaulding Clark, Township Supervisor	
Date:	
Carl Ferch. Fire Chief	

BY VAN BUREN TOWNSHIP

Van Buren Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Van Buren Township.

(Regional Participating Partner)		
	Date:	
nda Combs, Supervisor		
	Date:	

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A REGIONAL PARTICIPATION PARTNER BY CITY OF YPSILANTI

The City of Ypsilanti, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the City of Ypsilanti.

City of Ypsilanti (Regional Participating Partner)	
Ralph A. Lange, City Manager	
Date: Max Anthouard, Fire Chief	_

BY YPSILANTI TOWNSHIP

Ypsilanti Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti Township.

Ypsilanti T	Cownship
-------------	----------

(Regional Participating Partner)

Drenda L. Otunts	12/12/14 Date: 12/17/14
Brenda Stumbo, Supervisor	,
	Date:
Eric Concland Fire Chief	

2014 Regional Grant MOU for Firefighter Safety and Survival / RIT

Exhibit A

Points of Contact

Agency	Title	Name	Phone Number	Email
Ann Arbor City	Primary	Ellen Taylor	810-523-1173	etaylor@a2gov.org
	Fiscal	Same	Same	Same
	Training	Craig Sidelinger	734-646-0556	csidelinger@a2gov.org
Ann Arbor Twp	Primary			
	Fiscal			
	Training			
Chelsea	Primary			
	Fiscal			
	Training			
Dexter	Primary			
	Fiscal			
	Training			
Mancshester	Primary			
	Fiscal			
	Training			
Milan	Primary			
	Fiscal			
	Training			
Northfield	Primary			
	Fiscal			
	Training			
Pittsfield	Primary			
	Fiscal			
	Training			
Salem	Primary			
	Fiscal			
	Training			
Saline	Primary			
	Fiscal			
	Training			
Scio	Primary			
	Fiscal			
	Training			

2014 Regional Grant MOU for Firefighter Safety and Survival / RIT

Exhibit A (Continued)

Points of Contact

Agency	Title	Name	Phone Number	Email
Van Buren	Primary			
	Fiscal			
	Training			
Ypsilanti City	Primary			
	Fiscal			
	Training			
Ypsilanti Twp	Primary			
	Fiscal			
	Training			

CHARTER TOWNSHIP OF YPSILANTI 2015 Board and Commissions Appointments and Re-Appointments

Resolution No. 2014-35

REAPPOINTMENTS

Board of Review	<u>Term</u>	Expiration Date
Gunia, Ron	2 Years	12/31/2016
Lathion, Marsha	2 Years	12/31/2016
Patton, Ruby (Alternate)	2 Years	12/31/2016
Weathers, E.L.	2 Years	12/31/2016
Building Authority	<u>Term</u>	Expiration Date
VanSlambrouck, Sally	6 Years	12/31/2020
Construction Board of Appeals	<u>Term</u>	Expiration Date
Cook, Roger	2 Years	12/31/2016
Foley, Jesse	2 Years	12/31/2016
McComb, Alan	2 Years	12/31/2016
Planning Commission	<u>Term</u>	Expiration Date
Richie, Sally	3 Years	12/31/2017
Ypsilanti Community Utilities Authority Stumbo, Brenda	<u>Term</u> 3 Years	Expiration Date 12/31/2017

APPOINTMENTS

<u>Civil Service Commission</u> Robinson, Hazelet	Term 6 Years	Expiration Date 12/31/2020
Planning Commission Sinkule, Bill	<u>Term</u> 3 Years	Expiration Date 12/31/2017
Weed Commissioner Elling, Bill	<u>Term</u> 2 Years	Expiration Date 12/31/2016
Zoning Board of Appeals Eldridge, Stan	<u>Term</u> 3 Years	Expiration Date 12/31/2015
(to fill vacancy created by resignation of Brenda Brewington) Jones, Brandon (alternate, to fill vacancy)	3 Years	12/31/2017

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

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. 2014-35 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 16, 2014.

Department Cost Breakdown

RIT and FFSS

Classification	# of Positions	Wages	Training Cost	Truck Equipment	Personal Equipment	Total	Share Amount
Ann Arbor City	85	\$171,645.60	\$41,310.00	\$13,100.00	\$34,170.00	\$260,225.60	\$26,022.56
Ann Arbor Twp	14	\$28,271.04	\$6,804.00	\$13,100.00	\$5,628.00	\$53,803.04	\$5,380.30
Chelsea	15	\$30,290.40	\$7,290.00	\$13,100.00	\$6,030.00	\$56,710.40	\$5,671.04
Dexter	26	\$52,503.36	\$12,636.00	\$13,100.00	\$10,452.00	\$88,691.36	\$8,869.14
Mancshester	25	\$50,484.00	\$12,150.00	\$13,100.00	\$10,050.00	\$85,784.00	\$8,578.40
Milan	29	\$58,561.44	\$14,094.00	\$13,100.00	\$11,658.00	\$97,413.44	\$9,741.34
Northfield	23	\$46,445.28	\$11,178.00	\$13,100.00	\$9,246.00	\$79,969.28	\$7,996.93
Pittsfield	28	\$56,542.08	\$13,608.00	\$13,100.00	\$11,256.00	\$94,506.08	\$9,450.61
Salem	27	\$54,522.72	\$13,122.00	\$13,100.00	\$10,854.00	\$91,598.72	\$9,159.87
Saline	22	\$44,425.92	\$10,692.00	\$13,100.00	\$8,844.00	\$77,061.92	\$7,706.19
Scio	20	\$40,387.20	\$9,720.00	\$13,100.00	\$8,040.00	\$71,247.20	\$7,124.72
Superior	9	\$18,174.24	\$4,374.00	\$13,100.00	\$3,618.00	\$39,266.24	\$3,926.62
Van Buren	50	\$100,968.00	\$24,300.00	\$13,100.00	\$20,100.00	\$158,468.00	\$15,846.80
Ypsilanti City	20	\$40,387.20	\$9,720.00	\$13,100.00	\$8,040.00	\$71,247.20	\$7,124.72
Ypsilanti Twp	27	\$54,522.72	\$13,122.00	\$13,100.00	\$10,854.00	\$91,598.72	\$9,159.87
Total	420	\$848,131.20	\$204,120.00	\$196,500.00	\$168,840.00	\$1,417,591.20	\$141,759.12

Charter Township of Ypsilanti Resolution No. 2014-36

Professional Service Fees For Township, Attorney, Planner, Engineer and Fire Department

WHEREAS, the Charter Township of Ypsilanti has previously adopted Professional Fees for Engineers, Planner and Attorney, which schedule is from time to time amended; and

WHEREAS, the Charter Township of Ypsilanti wishes to amend Resolution No. 2006-06, Professional Fees for Engineers, Planner and Attorney and incorporate all hourly rates; and

WHEREAS, the attached Township, Attorney, Planner, Engineer and Fire Department fee incorporate all of these changes.

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti specifically adopts and incorporates by reference, the attached Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department in its entirety as amended.

BE IT FURTHER RESOLVED, that any previous Professional Service Fees not in conformity with those contained in the attached schedule shall be repealed.

BE IT FURTHER RESOLVED, that the Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department shall become effective on January 1, 2015.

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. 2014-36 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 16, 2014.

Karen Lovejoy Roe, Clerk Charter Township of

Ypsilanti

Effective Date: 2-24-92 Amended: 3-21-95; 6-30-95; 2-1-97; 2-28-97; 6-17-97; 9-15-98; 7-22-99; 5-18-00; 12-18-01; 12-12-02; 3-10-04; 5-1-05; 12-8-05; 12-20-05; 4-4-06; 01-08; 1-5-09; 2-14-14; 1-5-15 OFFICE OF COMMUNITY STANDARDS

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	Township	Planner	Fnoinear	Fire
Addressing			,	:
Single Address		\$50/per lot (1 or 2 addresses)		
Residential Development		\$25/per lot (3 or more addresses)	(
Re-Addressing Development	\$150 +	\$150 +\$25/per lot + \$200 (Fire Dept) + \$125 (Assessing)	5 (Assessing)	
Complaints	\$50/per inspector			
Condominium				
Preliminary Site Plan	\$600 + \$1/unit	\$400 + \$3.20/unit	\$540 + \$50/ac	\$75
			\$540 + \$50/ac (residential)	
Final Site Plan	\$400	\$270 + \$1.60/unit	\$540 + \$50/2,000sft (non-residential)	\$75
Add Private Road Review (if needed)	Cost of contsruction x.005		Cost of construction x .010	

Detailed Engineering Review ***		ENGINEER		
Indudes 2 Reviews	.005 X Construction Cost estimate	<\$50,000 x 4.0% Minimum \$1,750 Maximum \$2,000	mum \$2,000	
	for: Water, Sanitary, Storm,	$$50,000$ - $$100,000 \times 3.0\%$ M inimum $$2,000$ M aximum $$3,000$	000 M aximum \$ 3,000	
landscaping, building, signs, electrical,	retention/detention basins, grading,	\$100,000-500,000 x 1.75% M inimum \$3,000 M aximum \$8,750	000 M aximum \$8,750	
landscaping, building, electrical or	earth balanceand paving. (This fee is for	\$500,001 - \$1,000,000 × 1.35% Minimum \$9,000 Maximum \$13,500	\$9,000 M aximum \$13,500	\$75
signs.	a total of three reviews) (\$500 min. fee)	\$1,000,001-2,000,000 x1.20% Minimum \$15,000 Maximum \$24,000	\$15,000 Maximum \$24,000	
		>\$2,000,000 x 1.0% M inimum of \$24,000		
A mandatory m	A mandatory meeting shall be scheduled after the 2nd	neduled after the 2nd review (if not approved) before submittal of 3rd review.	tal of 3rd review.	
Additional reviews beyond 2	50% of original fee each add. review	Escrow Deposit to be deposited in an amount determined by OCS/OHM	amount determined by OCS/OHM	
Development Agreement	\$200/hour (Atty Fees)	Hourly	Hourly	
Developer/Pre-Application Meeting	\$150	\$125	\$300	\$75
Division of Land Review	\$25/1ot			
Earth Balanding & Excavation	\$300 + \$20/acre	Hourly	Hourly (\$500 excrow minimum)	
Future Land Use Plan Amendment	\$1,500	Hourly	Hourly	
Junkyard License Renewal	\$125			
Junk Yard Inspections	\$50/per inspector x 3 (\$135)			
Junk Yard Re-Inspections	\$50/per inspector x 3 (\$135)			
Liquor Inspections	\$50/per inspector x 3 (\$135)			
Liquor Re-Inspections	\$50/per inspector			

	Township	Diannor	Enginoce	Liro
M obile Home Park	\$250 + \$2/unit	\$550 + \$5.50/unit	\$500 + \$40/ac	\$75
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Multiple Family Residential	\$350 + \$1/unit	\$395 + \$3.20/unit	\$540 + \$50/ac	\$75
Nonresidential Site Plan	\$300 + \$20/acre	\$480 + \$54/acre	\$540 + \$50/2,000 sq ft of bldg	\$75
Parking Lot Review	\$200	\$135	\$500 + \$50/æ	
Planned Development				
Stage I - Residential	\$750 + \$1.00/unit	\$540 + \$2.70/unit	\$540 + \$50/ac	\$75
- Non-Residential	\$450 + \$20/acre	\$540 + \$32/acre	\$540 + \$50/ac	\$75
Stage II - Residential	\$750 + \$2/unit	\$540 + \$2.70/unit	\$540 + \$50/ac	\$75
- Non-Residential	\$450 + \$20/acre	\$540 + \$54/acre	\$540 + \$50/ac	\$75
Preconstruction Meeting	\$150	\$125	Hourly	\$75
Private Road Review *\$1,000 min.	Cost of Construction x .005		See Detailed Eng Review above or	\$75
	\$1,000 minimum		\$1,750 min. Additional \$280/each unit	
Private Road Inspection Deposit	\$1,000 deposit		4 PMG 4	
Public or Quasi Public Site Plan	\$175 + \$20/acre	\$350 + \$40/acre	\$540 + \$50/ac	\$75
Right-of Way Permit/Review		Overall Cost		
Total Cost installed	Minimum		Maximum	
666,68 - 0\$	\$330 + 2.0% of each \$1,000 over \$10,000		\$500	
\$10,000 - \$49,999 \$50,000 - \$90,000	\$440 + 1.5% of each \$1,000 over \$10,000 \$1.150 ± 0.25% each 1.000 over \$50.000		\$1,050 \$1,550	
\$100,000 - \$299,999	\$1,650 + 0.5% each 1,000 over \$100,000		\$2,600	
\$300,000 - \$ up	\$2,750 + 0.25% each 1,000 over \$300,000			
Rezoning - No PD involved	\$750	\$540 + \$16 per acre	Hourly if necessary	
Site Inspections - To be invaiced to the inspection earow deposit	inspection ecrow deposit			
Landscape	\$150/per inspection			
Bike Path/Sidewalk	\$150/per inspection			
Open Space	\$150/per inspection			
Sketch Plan Review				
Review	\$150	\$135	Hourly (\$1,000 escrow minimum)	\$75
Each Revision	\$100	\$50	Hourly (\$500 excrow minimum)	\$20
Administrative Review	\$100			

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	Township	In House Bldg Dept.	Engineer/OHM	Fire
Soil Erosion Review				
a) less than 2 ac.	05\$	\$400	\$450	
b) 2 ac - less than 10 ac	\$100	\$400 + \$55/acre over 2	\$450 + \$45/acres over 2	
c) 10 ac - less than 40	\$100	\$800 + \$40/acre over 10	\$875 + \$45/acres over 10	
d) 40 ac - less than 100	\$100	\$2,000 + \$20/acre over 40	\$2,000 + \$20/acres over 40	
e) 100 ac and up	\$100	\$3,000 + \$15/acre over 100	\$3,000 + \$15/acres over 100	
		•		
Soil Erosion Inspection Deposit	Unused amount will be refunded	Inspections = \$85/hr		
a) less than 2 ac.	\$1,000		\$1,000	
b) 2 ac - less than 30 ac	\$1,000		\$1,000 + \$30/acre	
c) 30 ac - less than 40	\$1000 + \$25/acre		\$1,000 + \$25/acre	
d) 40 ac - less than 100	\$1,200 + \$20 ac		\$1,200 + \$20/acre	
e) 100 ac and up	\$2,500 + \$15/ac		\$2,500 + \$15/acre	
Special Conditional Use-	\$300	\$380 per use + plan review fees	Hourly (\$500 minimum)	
Fee in adition to site plan review & sketch plan review		(If planner review is næded)		
Structural Engineering Review			Hourly (\$1000 minimum)	
Subdivision or Site Condominium				
1. Tentative Prelim. Plat / Prelim. Plan	\$600 + \$1/unit	\$400 + \$3.20/unit	\$540 + \$50/acre per review	\$75
Revised TPP / Prelim Plan	\$300 + \$1/unit	Hourly	\$540 + \$50/acre per review	\$75
2. Final Preliminary Plat / Final Plan	\$600 + \$1/unit	\$270 + \$1.60/unit	\$540 + \$50/acre per review	\$75
3. Final Plat - Sudivision only	\$200 + \$1/unit	\$190 + \$1.60/unit	\$540 + \$50/acre per review	\$75
	-			
Wetlands	\$100 + hourly	Hourly	Hourly (\$1000 minimum)	
Woodlands	\$100 + hourly	Hourly	Hourly (\$1000 minimum)	
	000			
Zoning Board of Appeals	Residential \$100			
	Non Residential \$250			
;	000	-		
Any administative review	\$100	Hourly	Hourly (\$1,000 minimum)	
	OCS Director: \$110/hr		See Appendix 'A'	
	Building Director \$95/hr			
noully Kates	Planning Director: \$90/hr			
	Enginearing Services: See appendix A			
Traffic Engineering Reviews			Hourly (\$1,000 minimum)	

Fees shall be paid prior to processing applications and/or permits.

Outstanding fees, bills, and deposits shall be paid prior to advancing project in the development review process. Site Plan Review fees paid are for one (1) review by Township, Planning, Engineering and Fire unless otherwise noted. A mandatory meeting will be scheduled following the 2nd DE/SEC review to review design specifics. OHM, Twp, Developer & their Engineer must be in attendance

Appendix 'A' - Engineering Hourly Rates	' Rates
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Staff Type	Hourly Rate (\$)
Professional Engineer IV/Architect IV	\$155.00
Professional Engineer III/Architect III	\$135.00
Professional Engineer II/Architect II	\$125.00
Professional Engineer I/Architect I	\$112.00
Graduate Engineer III	\$115.00
Graduate Engineer II	\$108.00
Graduate Engineer I	\$100.00
Graduate Architect III/Landscape Architect III	\$108.00
Graduate Architect II/Landscape Architect II	\$88.00
Graduate Architect I/Landscape Architect I	\$78.00
Technician IV	\$110.00
Technician III	\$100.00
Technician II	\$87.00
Technician I	\$66.00
Engineering/Architect Aide	\$52.00
Professional Surveyor III	\$140.00
Professional Surveyor II	\$125.00
Professional Surveyor I	\$110.00
Graduate Surveyor	\$100.00
Surveyor III	\$97.00
Surveyor II	\$90.00
Surveyor I	\$70.00
Surveyor Aide	\$52.00
Planner IV	\$135.00
Planner III	\$120.00
Planner II	\$100.00
Planner I	\$70.00
Planner Aide	\$52.00
Graphic Designer	\$100.00
Data Base Developer	\$175.00
IT Technician III	\$160.00
IT Technician II	\$140.00
IT Technician I	\$85.00
Administrative Support	\$55.00
Clerical Aide	\$45.00
Principal	\$180.00
Senior Associate	\$170.00
Associate	\$160.00
3-Man Survey Crew w/equipment (per hour)	\$230.00
2-Man Survey Crew w/equipment (per hour)	\$200.00
1-Man Survey Crew w/equipment (per hour)	\$160.00

CHARTER TOWNSHIP OF YPSILANTI WASHTENAW COUNTY MICHIGAN

RESOLUTION NO. 2014-37

FEE SCHEDULE AND VALUATION DATA FOR BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, SIGN AND BIKE PATH PERMITS

WHEREAS, Section 6 and 22 of Act 230 of the Public Acts of 1972, being the State Construction Code Act of 1972 provides for the establishment and collection of fees; and

WHEREAS, Article II of the Buildings and Building Regulations Code of the Charter Township of Ypsilanti assures responsibility for the administration and enforcement within the township of the State Construction Code Act of 1972 as amended, and the building, plumbing, mechanical, and electrical codes promulgated thereunder, as amended; and

WHEREAS, the Township Board has established other permits to be administered by the Building Department and establishes fees for said permits; and

WHEREAS, the Township Board last reviewed all Building Department permit fees on December 20, 2005.

NOW, THEREFORE, BE IT RESOLVED that the attached said fees, valuation data and inspection policy are hereby established.

BE IT FURTHER RESOLVED that all previous resolutions regarding fees or valuation date for building, electrical, plumbing, mechanical, sign or bike path permit fees are hereby revoked.

BE IT FURTHER RESOLVED that Resolution 2014-37 shall become effective January 1, 2015.

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

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. 2014-37 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 16, 2014.

FEE SCHEDULE AND VALUATION DATA FOR BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, SIGN AND BIKE PATH PERMITS

1.0 <u>Electrical Permit Fee Schedule</u>

- 1.1 The minimum fee for any electrical permit is \$50.00.
- 1.2 Contractor registration fee shall be \$15.00
- 1.3 Permits for new construction shall be for a minimum number of inspections required in Section 6.
- 1.4 An administrative fee equal to the amount of 2 times the permit fee shall be assessed if a permit was not obtained prior to the commencement of work.
- 1.5 All re-inspection fees shall be \$50.
- 1.6 Fire alarm plan review and test shall be \$100.
- 1.7 Fire alarms up to 10 devices shall be \$50.
- 1.8 Fire alarms 11 to 20 devices shall be \$\$100.
- 1.9 Fire alarms over 20 devices shall be \$50.

2.0 <u>Mechanical Permit Fee Schedule</u>

- 2.1 The minimum fee for any mechanical permit is \$50.00.
- 2.2 Contractor registration fee shall be \$15.00
- 2.3 Permits for new construction shall be for a minimum number of inspections required in Section 6.
- 2.4 An administrative fee equal to the amount of 2 times the permit fee shall be assessed if a permit was not obtained prior to the commencement of work.
- 2.5 All re-inspection fees shall be \$50.
- 2.6 Fire sprinkler plan review shall be \$300.
- 2.7 Fire sprinkler limited area plan review, (less than 20 heads), shall be \$100.
- 2.8 Fire sprinkler system for greater than 20 heads shall be \$.75/head
- 2.9 Fire sprinkler hydrostat test shall be \$100.
- 2.10 Kitchen hood system plan review and puff test shall be \$125.
- 2.11 Paint booth plan review and test shall be \$125.

3.0 <u>Plumbing Permit Fee Schedule</u>

- 3.1 The minimum fee for any plumbing permit is \$50.00.
- 3.2 Contractor registration fee shall be \$15.00
- 3.3 Permits for new construction shall be for a minimum number of inspections required in Section 6.
- 3.4 An administrative fee equal to the amount of 2 times the permit fee shall be assessed if a permit was not obtained prior to the commencement of work.
- 3.5 All re-inspection fees shall be \$50.

4.0 <u>Building Permit Fee Schedule</u>

- 4.1 The minimum fee for any permit shall be \$50.00.
- 4.2 Contractor registration fee shall be \$15.00
- 4.3 Inspections for new construction shall be as required in Section 6.
- 4.4 An administrative fee equal to the amount of up to 2 times the permit fee shall be assessed if a permit was not obtained prior to the commencement of work.
- 4.5 All re-inspection fees shall be \$50.
- 4.6 Fee Schedule
 - Based on improvement costs as follows:

\$501 to \$1,000 = \$50

\$1,001 to \$10,000 = \$50 plus \$7 for each \$1,000 or part thereof over \$1,000

10,001 to 100,000 = 120 plus 7 for each 1,000 or part thereof over 10,000

\$100,001 to \$500,000 = \$750 plus \$7 for each \$1,000 or part thereof over \$100,000

\$500,001 and above - \$2,750 plus \$7 for each \$1,000 or part thereof over \$500,000

Improvement cost shall be determined by applying the following building valuation data:

The most recent International Code Council's Building Valuation Data

http://www.iccsafe.org/cs/Documents/BVD/BVD-0814.pdf

Exceptions:

Deck valuation costs per square foot shall be \$20.

Basement finish valuation costs per square foot shall be \$30.

Roofing valuation costs per square, (100 square feet), shall be \$200.

Siding valuation costs per square, (100 square feet), shall be \$200.

All other items not provided for in the BVD shall bear reasonable costs to actual value, (not material costs), and are subject to the review and possible adjustment of the Building Official.

4.7	Plan Reviews:	New Single Family Residential	\$50
		All other residential projects	\$25

Multi-Family, Commercial, Industrial \$300 or 25% of building

permit fee, whichever is greater.

4.8 Certificates of Occupancy

4.8.1 One and Two-family Residential \$25.00

4.8.2 Multi-family, Commercial, Industrial

\$0.00 to \$10,000 \$50.00 \$10,001 to \$100,000 \$100,001 to \$200,000 \$250.00 \$250.00 \$200,001 and above \$500.00

4.9 Other

- Zoning Permit shall be \$35.00 minimum (Signs face change, fences, driveways, and sheds over 100 s.f.)
- <u>Code Inspections</u> shall be a minimum of \$50.00 per inspection per trade.
- 4.10 An administrative fee equal to the amount of the permit fee shall be assessed if a permit was not obtained prior to the commencement of work.

5.0 <u>Bike Path Permits</u>

- The bike path permit is a one-time charge, at the time of issuing building permits for new construction of homes, multi-family, commercial, and industrial buildings.
- 5.2 These permit fees shall be used to pay for the costs of installing, constructing, and maintaining the bike paths throughout the Township.
- 5.3 Fee Schedule as follows:
 - \$501.00 to \$10,000 = \$35.00
 - \$10,001 to \$50,000 = \$30.00 + \$5.00 for each \$1,000, or part thereof, over \$10,000
 - \$50,001 to \$100,000 = \$50.00 + \$3.50 for each \$1,000, or part thereof, over \$50,000.00
 - \$100,001 and above = \$67.50 + \$1.00 for each \$1,000, or part thereof over \$100,000.

6.0 <u>Inspections</u>

6.1 <u>Electrical: Single-Family Residential</u>

Temporary Service, Rough Insp., Final Insp., and Permanent Service shall be required.

A permanent/auxiliary generator will require a final inspection.

6.2 <u>Electrical: Multi-Family, Commercial, and Industrial</u>

For a multiple-family structure or multi-tenant commercial or industrial buildings, a rough and final inspection shall be required for each designed unit in such a structure.

For all other buildings of this class, inspections shall be required for each visit required from the electrical inspector. The inspector shall estimate the number of visits required.

A separate inspection shall be required for a temporary service and final service.

6.3 <u>Mechanical: Single-Family Residential</u>

Rough mechanical inspection, underground mechanical, final mechanical inspection and gas line, (if applicable), shall be required for each heating system. Gas line pressure test shall also be required. A rough fireplace and final fireplace shall be required for each heating system. A separate inspection shall be required for each cooling system. A heating or cooling unit without a distribution system shall require one inspection. A mobile home shall require one inspection.

A permanent/auxiliary generator will require a final inspection.

6.4 <u>Mechanical: Multiple-Family, Commercial, and Industrial</u>

Each heating and/or cooling unit shall require one inspection. Each heating and/or cooling unit with a distribution system shall require an additional inspection provided, however, that a combined distribution system shall only require one inspection. Where an underground inspection in required, an additional inspection shall be charged per building.

A fireplace in a multiple-family building shall also require a rough fireplace and final fireplace inspection.

Refrigeration units of one horsepower or greater shall require one inspection per unit plus one inspection for each distribution system.

6.5 <u>Plumbing: Single-Family Residential</u>

A water and sewer service, sump line, rough plumbing and final plumbing shall be required. An additional inspection is required for underground plumbing.

6.6 <u>Plumbing: Multiple-Family, Commercial, and Industrial</u>

Each unit in a multiple-family structure or in a multi-tenant structure shall require a rough and final inspection. An additional inspection for underground plumbing shall be required for each unit in a strip center. A multiple-family structure or multi-tenant building shall require an additional inspection for underground plumbing at the rate of one inspection per building/unit. An additional inspection shall be required for water and sewer service.

All other commercial and industrial buildings shall be charged at a rate of one inspection for each visit required from the plumbing inspector. The inspector shall estimate the number of visits required.

6.7 <u>Building: All Construction</u>

Building inspections shall follow the schedule below to the extent applicable:

- a) Basement Footing (setback per zoning req.) = before footing is poured
- b) Backfill = before foundation wall is backfilled and before the slab floors are poured with sill plates in place and anchor bolts.
- c) Garage Footing = before footing is poured.
- d) Garage slab = prior to the pouring of concrete slab with sub base and forms installed.
- e) Basement Slab = prior to pouring of concrete slab with sub base and vapor barrier in place and provisions for a passive radon system have been installed.
- f) Rough = before any framing is covered and after rough electrical, plumbing, and mechanical inspections have been approved, and any masonry flashing has been installed.
- g) Insulation = prior to covering insulation.
- h) Drywall = before drywall is taped.
- i) Fireplace = Masonry when damper and first flue liner are in place.
- j) Porch slab prior to pouring concrete slab with forms installed.
- k) Final = after final electrical, mechanical, and plumbing have been approved.
- l) Lot Grade = verifying lot grade per grade certificate and master grading plan if within larger development and prior to lot stabilization.
- m) Final Certificate of Occupancy = after all inspections are approved and prior to occupancy. May take approximately 5 business days to process.
- n) Lot stabilization = after lot grade is approved to insure disturbed ground is stabilized to prevent soil erosion.

nbS	Square Foot Construction Costs & b. c. d	Constru	ction Co	sts a, b, c, o	_				
Group (2012 International Building Code)	₹	8	И	IIB	IIIA	IIIB	2	VA	VB
A-1 Assembly, theaters, with stage	226.76	219.31	213.96	205.01	192.75	187.20	198.12	176.19	169.52
A-1 Assembly, theaters, without stage	207.79	200.35	194.99	186.04	173.88	168.33	179.15	157.32	150.65
A-2 Assembly, nightclubs	176.13	171.14	166.41	159.90	150.48	146.32	154.26	136.32	131.68
A-2 Assembly, restaurants, bars, banquet halls	175.13	170.14	164.41	158.90	148.48	145.32	153.26	134.32	130.68
A-3 Assembly, churches	209.84	202.40	197.04	188.09	176.18	170.63	181.20	159.62	152.95
A-3 Assembly, general, community halls, libraries, museums	175.12	167.68	161.32	153.37	140.31	135.76	14648	123.75	118.08
A-4 Assembly, arenas	206.79	199.35	192.99	185.04	171.88	167.33	178.15	155.32	149.65
B Business	181.09	174.44	168.64	160.29	146.09	140.60	153.96	128.21	122.54
E Educational	193.98	187.30	181.81	173.58	161.65	153.10	167.59	141.27	136.67
F-1 Factory and industrial, moderate hazard	107.90	102.96	96.85	93.24	83.53	79.76	89.27	68.81	64.80
F-2 Factory and industrial, low hazard	106.90	101.96	96.85	92.24	83.53	78.76	88.27	68.81	63.80
H-1 High Hazard, explosives	101.01	96.07	90.96	86.35	77.83	73.07	82.38	63.11	N.P.
H234 High Hazard	101.01	96.07	90.96	86.35	77.83	73.07	82.38	63.11	58.10
H-5 HPM	181.09	174.44	168.64	160.29	146.09	140.60	153.96	128.21	122.54
I-1 Institutional, supervised environment	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
I-2 Institutional, hospitals	305.47	298.82	293.02	284.67	269.47	N.P.	278.34	251.59	N.P.
I-2 Institutional, nursing homes	211.47	204.82	199.02	190.67	177.47	N.P.	184.34	159.59	N.P.
I-3 Institutional, restrained	206.32	199.67	193.87	185.52	172.82	166.33	179.19	154.94	147.27
I-4 Institutional, day care facilities	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
M Mercantile	131.29	126.30	120.57	115.06	105.29	102.13	109.42	91.13	87.49
R-1 Residential, hotels	180.89	174.58	169.54	162.40	149.39	145.50	162.08	134.22	129.61
R-2 Residential, multiple family	151.70	145.39	140.35	133.21	120.92	117.03	132.89	105.75	101.14
R-3 Residential, one- and two-family	143.18	139.24	135.76	132.27	127.10	123.91	129.53	118.85	111.36
R-4 Residential, care/assisted living facilities	179.48	173.17	168.13	160.99	147.72	143.83	160.67	132.55	127.94
S-1 Storage, moderate hazard	100.01	95.07	88.96	85.35	75.83	72.07	81.38	61.11	57.10
S-2 Storage, low hazard	99.01	94.07	88.96	84.35	75.83	71.07	80.38	61.11	56.10

42.90

45.05

61.01

53.75

57.56

64.00

67.45

71.93

76.35

U Utility, miscellaneous

Private Garages use Utility, miscellaneous Unfinished basements (all use group) = \$15.00 per sq. ft. For shell only buildings deduct 20 percent N.P. = not permitted Q C D P

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To:

Karen Lovejoy Roe

From:

Mike Radzik, OCS Director

Copy:

Board of Trustees

Re:

Request to authorize purchase and installation of a monument style lawn sign with electronic message center at the new Law Enforcement Center located at 1501 S. Huron St from Huron Sign Co of Ypsilanti in an amount of \$35,054

budgeted in account 266-301.000-975.266.

Date:

December 16, 2014

The Board of Trustees previously approved the design for a monument style lawn sign with an electronic message center at the new Law Enforcement Center and authorized seeking competitive proposals as required under the financial policy. A Request for Proposals was sent to five reputable sign companies in the region.

Earlier today, I received three competitive quotes for manufacture and installation of the sign:

ASI Signage Innovations (Troy)

\$52,726

Huron Sign Co. (Ypsilanti)

\$35,054

Townsend Sign (Rockwood)

\$33,804

Allied Sign, Inc (Clinton Twp)

No bid received

Gardner Signs (Troy)

No bid received

The lowest bid received from Townsend Sign specified a different manufacturer of the electronic message center and therefore did not meet the required bid specifications.

I respectfully request authorization to award this project to Huron Sign Co. of Ypsilanti in the amount of \$35,054. Huron Sign staff was instrumental in helping us develop sign designs and offered guidance on manufacturing specifications. As a local company, they will be readily available for warranty repairs and service.

Funding for this purchase is available in the Law Enforcement budget capital outlay account for this project at 266-301.000-975.266.





Quotation No. 299098

Page 1

Client CHAROS	Mike Radzik Charter Townshi 7200 South Huro Ypsilanti, MI 481	n River Drive			Shi	р То	Mike Radzik Charter Township o 7200 South Huron Ypsilanti, MI 48197	River Drive		
Phone	734.544.3730		FAX	734.484.5153	Рһоле	73	4.544.3730		FAX	734.484.5153
Est. Ship	6-7 Weeks		Ship Via	Installed	Terms	1/	2 Deposit, Balance Net	30	F.O.B.	Shipping Point
Project	Electronic Messag	je Center		By Jeff P	Podina / Jeff Pod	lina			Date	12/15/2014
Item	Qty			Desc	ription			Unit P	rice	Extension
1.	1	aluminum face Dual Color vin • (1) 41" x 87' board, 16mm Software (PC 0 • (1) 22" x99" • (1) Custom f	" x 17.25" des that have yl. Cabinet yl. Cabinet " x 5" deep and Full col Only) and w x 22" (abo abricated, a	leep extruded a e routed graphic painted (2) col (back to back u or graphics, 54x veb based traini ve grade) brick vluminum pole c	lors. Internal il units) WatchFire x126 pixel matri ing. Wireless co base with meta	vith lumi elec ix. I omm al ca	3/16" lexan with 3M nation via White LEDs. ronic LED message ncludes Ignite unication.	347	00.000	\$47,000.00
. 2.	1	Permits/Admir	n Fees					:	\$500.00	\$500.00
3.	1	Engineered Dr	awings.					:	\$300.00	\$300.00
	•				,	i Tax		3 Sale	lation Toțal	\$47,800.00 \$0.00 \$426.00 \$4,500.00 \$52,726.00 \$26,363.00

Conditions: 50% Deposit; Balance Net 30 days. Visa and MasterCard accepted. If you have any further questions or concerns, do not hesitate to contact me at the above number. Thank you for giving ASI Sign Systems the opportunity to fulfill your signing needs.

GENERAL TERMS AND CONDITIONS

Unless otherwise noted, the following will apply:

- ASI Sign Systems has a minimum order of \$100.00
 Excludes sales tax (if applicable), unless included above.
 Excludes bid, payment and performance bond.
 Excludes shipping/handling/crating charges. These costs are prepaid and actual charges will be invoiced.
 Quote is based upon quantities and descriptions as stated and not necessarily on any plans or specifications that exist.
- Quote is based upon ASI standard colors, typestyles, imprints and manufacture.
 Customer is to provide acceptable half size camera ready art. If submitted artwork is not half size, or requires touch-up, additional costs will be incurred and a revised quotation submitted.



Quotation

Bill To:

LEC 1501 S Huron Rd Ypsilanti, MI 48197

Contact: Mike Radzik Job: 9148

Date:

December 16, 2014

Project Description:

New monument sign w/ EMC

Consultant:

Kevin Short VP Sales

X.

Following is our quotation to fabricate and install one (1) internally lit double sided routed aluminum sign cabinet 2'-10" x 8' on a masonry base, aluminum shrouds and with an electronic message center (EMC) 3'-5" x 7'-3" full color 16mm display per final drawing.

One (1) sign cabinet, shroud and steel pole	\$3,639.00
Masonry and base	2,840.00
EMC	25,390.00
Engineered sealed drawings and permits	500.00
Labor to install	<u>2,685.00</u>
Total	\$35,054.00

Approval: x	Date:

Terms & Conditions:

- 1. Prices are valid for thirty days
- 2. Permits, State sales tax and city approval costs are included in the above pricing
- 3. Installation price assumes primary electrical service will be provided at the sign location
- Installation price assumes normal soil conditions and using power equipment. Additional costs may be incurred if problems occur during excavation. (i.e. poor soil conditions, buried objects and the need to hand dig)
- Huron Sign Company assumes no responsibility for damage to unmarked sprinkler lines and under ground parking lot lighting systems and or any buried power lines.
- 6. Due to the custom nature of the job a 50% deposit will be required and 50% on completion.
- Price includes a One Year Warranty from the time of installation. A Five Year Warranty on parts.
 Warranty does not cover pre-existing conditions, damage due to fire, weather, traffic accidents vandalism or exposed to excessive sprinkler use.



31550 Gossett Drive Rockwood, MI 48173

P 734,379,4000 info@TownsendSign.com www.TownsendSign.com F 734,379,0029

Quote

Date: 12/16/2014 Valid Till: 03/16/2015

Quote Number: 1161773000000199045

To:

Mike Radzik

Charter Township of Ypsilanti

From:

Jonathan Townsend

Townsend Sign

Reference: Ypsilanti Township Sign Bid (POLICE) DAK

	Product Details Polythoppies Colour Full Colour F. D. Marcon Court and Polythoppies	Qty	List Price	Tax	Total
1.	Daktronics Galaxy Full Color LED Message Center Double Face	1	\$29,454.00	\$0.00	\$29,454.00
	Identification Sign: 2'-10"H x 8'-0"W internally illuminated LED sign with routed push-through letters per bid specifications.				
	ELECTRONIC MESSAGE CENTER: a. Double face full color Daktronics Galaxy LED display cabinet measuring 3'-3"H x 7'-6"W (Active Area 2'-7"H x 6'-11"W) with a 48x128 16mm pixel matrix, The display is capable showing static & animated text along with some graphics, logos, animations and video clips in full color. b. 6,144 Pixels c. Display communication via TCP/IP Ethernet radio with remote control capabilities. d. Venus 1500 software package (Windows XP and up) is included with two full on-site operator training sessions (by Townsend Sign) and lifetime technical support by Townsend Sign and Daktronics. e. Five year Daktronics Gold parts warranty and five year labor warranty are also included.				
	POLE COVER: 1/8" Painted aluminum pole cover with taper per bid specs.				
2.	Masonry Base	1	\$2,400.00	\$0.00	\$2,400.00
	Install masonry base with brick to match building facade with direct bury steel poles and aluminum top per bid specs.				
3.	Installation	1	\$1,700.00	\$0.00	\$1,700.00
4.	Engineered Drawings	1	\$250.00	\$0.00	\$250.00
			Sub Total		\$33,804.00
			Grand Total		\$33,804.00
	RMIT COST IS ADDITIONAL WER PROVIDED BY OWNER				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

Terms and Conditions

Payment Terms: 50% Deposit - Balance due upon completion





"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

"DTE Energy" is:

The DTE Energy Company 8001 Haggerty Rd Belleville, MI 48111 "Customer" is:

Eastern Michigan University

Bob Higley

403 E. Grand River

Brighton, MI 48116

Background Statement: Customer requests DTE Energy install a 120/208 volt ac, single phase secondary electric service at 10049 Textile, Michigan in Ypsilanti Township, for a Commercial feeder for EMU boathouse (SIC Code Nonclassifiable establishments 9999) business. To do this, DTE Energy must install underground cables as shown on Attachment A, DTE Energy electrical layout No. 38007016 dated 02/28/2014 (which is part of this Agreement). Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before constructing the underground secondary service.

DTE Energy and Customer agree to the following terms:

Payment Breakdown - There are standard costs involved each time an underground service is installed.

DTE Energy calculates the standard costs.

A. Costs

1. 46 Trench Feet x \$10.00

\$460.00

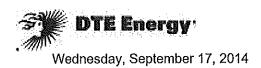
\$460.00

2. Total Costs

Total Payment Due

\$460.00

DTE Energy:(sign)	Title: Supervisor	Date:
Customer:(sign)	Lorne Cook	Date: <u>/</u> <u>か</u> /フル
(print)	X J. Perf Clark. W.O. 38007016	12-17-14



Eastern Michigan University Bob Higley 403 E. Grand River Brighton, MI 48116

Certificate of Grade

W.O. 38007016

Subject: Commercial feeder for EMU boathouse

I/We, the undersigned, hereby certify to the DTE Energy Company that all grading in utility easements and/or the routes of the underground facilities for the above subject development have been completed within four (4) inches of the final grade.

I/We, further agree that a stake will be placed at the location for each piece of above grade equipment, indicating the final grade to be achieved. A copy of the DTE Energy underground construction Drawing No. 38007016 for this development is in our possession and will be used for this purpose.

Approval:

Brad Barnard	Kaven Loveray Pre 12-17-14 Brenda L. Strembo 12-17-14
Name and Date (Print)	Name and Date (Print)
Granding Comments of the Comme	11/6/14 Diener of Strends Stepartsor
Signature and Date	Signature and Date

Title and Company (Print)

Title and Company (Print)

Title and Company (Print)



Line Extension Agreement for Commercial or Industrial Customers No. 1448300210

"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

"DTE Energy" is:

"Customer" is:

The DTE Energy Company

Eastern Michigan University

8001 Haggerty Rd

Bob Higley

Belleville, MI 48111

403 E. Grand River Brighton, MI 48116

Background Statement: Customer requests DTE Energy to install a 120/208 volt ac, single phase electric service at 10049 Textile, Michigan in Ypsilanti Township, for a Commercial feeder for EMU boathouse (SIC Code Nonclassifiable establishments 9999) business. To do this, DTE Energy must construct a "Line Extension" shown on Attachment A, DTE Energy electrical layout No. 38007016 dated 02/28/2014 (which is part of this Agreement). Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before constructing the Line Extension.

DTE Energy and Customer agree to the following terms:

See detalls of this contract under the Terms and Conditions section

Payment Breakdown - There are standard (fixed and variable) costs involved each time construction of a System is planned. DTE Energy calculates standard costs, which are divided into two categories:

A) Non-Refundable Costs and B) Refundable Construction Advance. If required, additional costs for upgrading the system to accomodate the new load of the customer are included as: C) System Work.

A.	Non-Refundable Costs 1. 148 trench feet x \$4.30 2. 50 transformer kVA x \$7.50 3. Acquiring Permits/Rights-of-Way 4. Underground vs. Overhead Costs for Perimeter/Offsite Extensions 5. Winter Construction Costs 0 feet x \$1.00	\$ \$ \$ \$ \$ \$ \$	636.40 375.00 17.00 0.00 0.00	
	Unusual Construction Costs Total Non-Refundable Costs	Ψ	0.00	\$ 1,028.40
B.	Refundable Construction Advance 1. Estimated Cost of Construction 2. Non-Refundable Contribution 3. Standard Allowance (2 year Distribution Tariff Credit) Version 5 (Note: See Attachment C If this project involves more than one customer to be Immediately served upon completion of this extension.) 4. Total Refundable Construction Advance	\$ \$	12,263.49 (1,011.40) (3,542.45)	\$ 7,709.64
C.	System Work 1. System Modification 2. Remaining Standard Allowance 3. Total System Work	\$ \$	0.00 0.00	\$ 0.00
To	tal Payment Due			\$ 8,738.04

DTE Energy:(sign)	Title: Supervisor	Date: 9-17-2014
Lorne Cook Customer:(sign) Denga & Thembs	Brenda L. Stumbo	Pate: 12-17-14
Customer: (sign) Kan Amm. Rad	print) Karen Love Jay Ro	C Date: 12-17-1
(sign) /	print)	

W.O. 38007016

Page 1 of 3

Terms and Conditions

Line Extension Agreement for Commercial or Industrial Customers

- MPSC Rules This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule
 C6.1, "Extension of Service", Rule C6.2, "Overhead Extension Policy", Rule C6.3, "Underground Distribution Systems" and if applicable C6.4
 "Underground Service Connections" which are incorporated herein by reference.
- 2. Underground Installation DTE Energy or one of its contractors shall install the underground electric service and, if applicable, the meter and transformer, referred to herein, collectively, as (the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, and telephone or internet service. Customer shall contact those companies responsible for installation of services other than electrical service.
- 3. Customer Obligations Customer agrees to provide the following on Customer's property:

a. all necessary trenching, backfilling, conduits, and manholes, and

- b. suitable space and necessary foundations for pad-mounted transformers, primary switching equipment and all other above-grade equipment. If a Certificate of Grade is required, then Customer shall not make any changes in the ground surface elevation of more than the limits prescribed in the Certificate of Grade unless DTE Energy has consented in writing.
- 4. Customer Staking Regulrements
 - a. Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:

a, private electrical lines

b. sprinkler systems

c. invisible fences

d. swimming pool hardware

h. heated sidewalk and driveway equipment

e, septic tanks and fields

f. fiber optic lines

g. security systems

i. burial sites of pets

j. geothermal systems

k. private water mains and lines

I. solar power equipment

m. privately owned gas

n. propane and petroleum lines

o. any other underground equipment not previously listed.

- b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 4(a) above.
- c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
- 5. Damage to the Work If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to damage to the installation, operation or maintenance of the Work.
- 6. Total Payment By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement. Total Payment consists of:
 - a. Standard Allowance The Standard Allowance amount is calculated as follows: two (2) times the estimated annual revenue anticipated to be collected from Customer. This credit is based on a distribution tariff revenue. This is a standard amount that DTE Energy agrees to contribute to the servicing of a customer. This amount is seen as a credit and deducted from the "Estimated Cost of Construction" total as calculated on page 1 of this Agreement.
 - b. Non-Refundable Costs The Customer agrees to contribute a portion of the cost needed to construct the Work. This amount is included in the "Estimated Cost of Construction" total and is calculated on page 1 of this Agreement. The "Non-Refundable Contribution" is calculated separately (in Payment Breakdown) on page 1 of this Agreement and then deducted from the "Refundable Construction Advance".
 - c. Refundable Construction Advance The Customer pays an upfront portion of the cost to construct the Work, a portion of which may be refundable. (Refer to Refunds section.)
- 7. Refunds At the end of the first complete twelve (12) month period immediately following the date of completion of the Work, DTE Energy will compute the actual revenue provided during the previous twelve (12) months. If the actual annual revenue multiplied by two (2) exceeds DTE Energy's estimated annual revenue, this amount will be refunded to the original Customer. Refunds will also be paid for additional new customers directly connected to the financed Work during the refund period and calculated as follows: the amount of any such Refund shall be equal to two (2) times the actual annual revenue or \$500.00 (whichever is greater) for each customer who is subsequently connected directly to the Work financed by the original Customer. Directly connected commercial and industrial customers are those who do not require payment of a Refundable Construction Advance. The total Refund shall not exceed the total Refundable Construction Advance. DTE Energy will retain any portion of the Refundable Construction Advance that has not been refunded within five (5) years after completion of the Work.

- 6. Easements Customer shall provide DTE Energy with a ten (10) foot wide, or wider if required by field conditions, easement for the Work.
- 9. Right-of-Way Before DTE Energy constructs the Work, Customer shall provide DTE Energy, at no cost to DTE Energy, all right-of-way and line clearance permits required for the Work. DTE Energy will assist Customer in this process by giving Customer the appropriate land owner's names, the right-of-way forms for signatures and a sketch of the proposed Work route. If customer cannot obtain the right-of-way, DTE Energy will determine an alternate route, which may result in additional costs to Customer. If an alternate route is required, this agreement shall be cancelled and DTE Energy and Customer may enter into a new Agreement. Any amounts already paid under this Agreement shall be applied to the new Agreement or refunded, less all reasonable costs incurred by DTE Energy, if a new Agreement is not executed.
- 10. Termination prior to Commencement of Work If the Customer fails to complete any obligations under this Agreement within twelve (12) months from the date DTE Energy executes this Agreement, then upon ten (10) days written notice, DTE Energy may cancel this Agreement and a refund may be issued, to the Customer, less all reasonable costs incurred by DTE Energy.
- 11. Failure to Execute Agreement; Changes to Agreement If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement then this Agreement shall become null and void.
- 12. Damages and Limitation on Liability If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage. DTE Energy reserves the right to retain portions of the Refundable Construction Advance to offset such damages.
 - DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inablity to operate full capacity, lost profits or other similar claims of Customer.
- 13. Set Off DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
- 14. Construction Postponement Scheduling of construction shall be done on a mutually agreeable basis to DTE Energy and the Customer. However, if DTE Energy believes that all of the customers on which the Standard Allowance is based, will not be prepared to receive electric service on the expected construction completion date, then DTE Energy may notify Customer in writing of the postponement of the construction start date and delay when electric service will be available to Customer. DTE Energy will begin to construct the Work when all of the customers of the project are prepared to receive electric service on the anticipated date of completion of the Work construction.
- 15. Assignment and Notices Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
- 16. Saving Clause Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
- 17. Governing Law and Jurisdiction This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.
- **18. Entire Agreement -** This Agreement together with the Electrical Service Installation Guide, the DTE Energy Rate Book on file with the MPSC ("Rate Book") which is available at:

www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html

and the Commercial and Industrial Customers Requirements, referred to herein, collectively, as (the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.