

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE MARCH 20, 2018 REGULAR BOARD MEETING**

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

**Members Present:** Supervisor Brenda L. Stumbo, Clerk Lovejoy Roe, Treasurer Doe, Trustees: Stan Eldridge, Heather Jarrell Roe, Monica Ross-Williams, and Jimmie Wilson, Jr.

**Members Absent:**

**Legal Counsel:** Wm. Douglas Winters - Absent

**PUBLIC COMMENTS**

Steve Hudak, Township Resident explained why he would like to have a snow removal ordinance.

Arloa Kaiser, Township Resident explained why she does not want to have a snow removal ordinance. She said she would like the Washtenaw County Road commission to be accountable to the residents. Ms. Kaiser stated she was against the regional transportation system for the counties and would encourage the Board to vote against it.

**CONSENT AGENDA**

**A. MINUTES OF THE WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR MARCH 20, 2018 IN THE AMOUNT OF \$655,281.47**
- 2. CLARITY HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2018 IN THE AMOUNT OF \$27,766.79 AND FOR FEBRUARY 2018 IN THE AMOUNT OF \$44,589.94**
- 3. CLARITY HEALTH CARE ADMIN FEE FOR JANUARY 2018 IN THE AMOUNT OF \$1,325.49 AND FEBRUARY, 2018 IN THE AMOUNT OF \$1,074.50**

**C. FEBRUARY 2018 TREASURER'S REPORT**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Consent Agenda.

The motion carried unanimously.

**ATTORNEY REPORT** – Attorney Winters was not at meeting

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**NEW BUSINESS**

**1. BUDGET AMENDMENT #6**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment #6 (see attached).**

**The motion carried unanimously.**

**2. REQUEST FOR ADMINISTRATIVE APPROVAL TO EXTEND THE ONE-YEAR EXTENSION OF THE PD STAGE I PRELIMINARY SITE PLAN AND REZONING GRANTED ON MARCH 21, 2017 UNTIL DECEMBER 18, 2018 FOR THE YANKEE AIR FORCE, INC. (YAM) AND MICHIGAN AEROSPACE FOUNDATION (MAF) MUSEUM AND CONFERENCE CENTER PROJECT AT 1 LIBERATOR WAY**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request for Administrative Approval to Extend the One-Year Extension of the PD Stage I Preliminary Site Plan and Rezoning Granted on March 21, 2017 until December 18, 2018 for the Yankee Air Force, Inc. (YAM) and Michigan Aerospace Foundation (MAF) Museum and Conference Center Project at 1 Liberator Way**

**The motion carried unanimously.**

**3. REQUEST APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH OHM FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE GROVE ROAD PATHWAY EXTENSION IN THE AMOUNT OF \$17,705.00 BUDGETED IN LINE ITEM #212-970-000-997-007 (see attached).**

**A motion was made by Trustee Ross-Williams, supported by Clerk Lovejoy Roe to Approve the Request for Approval of Professional Services Agreement with OHM for Professional Engineering Design Services for the Grove Road Pathway Extension and an Additional Task to Accept Bids for the Bike Path from Bridge Rd. to the Proposed New Construction Going West in the Amount of \$17,705.00 Budgeted in Line Item #212-970-000-997-007 (see attached).**

**Jessica Howard, Engineer stated they would add the old section from Bridge to Rawsonville School to the bid documents and it would be billed on an hourly rate.**

**The motion carried unanimously.**

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- 4. REQUEST OF MIKE SARANEN, HYDRO OPERATIONS FOR APPROVAL OF SALE AND TRANSFER AGREEMENT FOR RENEWABLE ENERGY CREDITS (RECS) (see attached).**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Request of Mike Saranen, Hydro Operations for Approval of Sale and Transfer Agreement for Renewable Eneergy Credits (RECS) (see attached)**

**The motion carried unanimously.**

- 5. REQUEST TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE LOW QUOTE FROM MAVERICK EQUIPMENT FOR PURCHASE OF THE MCCLOSKY ST80T TRACK STACKER IN THE AMOUNT OF \$93,708.00 BUDGETED IN LINE ITEM #590-590-000-977-000.**

**A motion was made by Trustee Wilson, supported by Treasurer Doe to Approve Request to Waive the Financial Policy and Accept the Low Quote from Maverick Equipment for Purchase of the McClosky ST80T Track Stacker in the Amount of \$93,708.00 Budgeted in Line Item #590-590-000-977-000**

**The motion carried unanimously.**

- 6. REQUEST AUTHORIZATION OF AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION TO INSTALL TRAFFIC CALMING DEVICES ON JEROME AVENUE AT AN ESTIMATED COST OF \$29,635.00 BUDGETED IN LINE ITEM #101-446-000-818-022 (see attached).**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request for Authorization of Agreement with Washtenaw County Road Commission to Install Traffic Calming Devices on Jerome Avenue at an Estimated Cost of \$29,635.00 Budgeted in Line Item #101-445-000-818-022**

**The motion carried unanimously.**

- 7. REQUEST APPROVAL OF 2018 YPSILANTI TOWNSHIP AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR NANCY PARK DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$5,175.00 BUDGETED IN LINE ITEM #101-446-000-818-002 (see attached).**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Request for Approval of 2018 Ypsilanti Township Agreement with the Washtenaw County Road Commission for Nancy Park Drainage Improvements in the Amount of \$5,175.00 Budgeted in Line Item #101-446-000-818-002 (see attached)**

**The motion carried unanimously.**

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**8. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SERVICES IN RELATION TO REIMAGINE WASHTENAW FOR 2018 IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Request to approve the Agreement with Washtenaw County for Services in Relation to Reimagine Washtenaw for 2018 in the Amount of \$5,000.00 Budgeted in Line Item #101-956-000-801-000 (see attached)**

**The motion carried unanimously.**

**9. REQUEST FOR AUTHORIZATION OF PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF FIVE (5) CODE 95 DIRECT BURIED BLACK FIBERGLASS POSTS AND 72 WATT LED BLACK COLONIALS AND CONVERT TWO (2) EXISTING 1000 WATT HIGH PRESSURE SODIUM COLONIALS TO 72 WATT LED (UUL) COLONIALS TO BE LOCATED IN NANCY PARK IN THE AMOUNT OF \$11,640.61 BUDGETED IN LINE ITEM #101-956-000-926-050 (see attached).**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Purchase Agreement with DTE for the Installation of Five (5) Code 95 Direct Buried Black Fiberglass Posts and 72 Watt LED Black Colonials and Convert Two (2) Existing 1000 Watt High Pressure Sodium Colonials to 72 Watt LED (UUL) Colonials to be Located in Nancy Park in the Amount of \$11,640.61 Budgeted in Line Item #101-956-000-926-050 (see attached)**

**The motion carried unanimously.**

**10. REQUEST FINAL APPROVAL OF COMMUNICATIONS SITE LEASE AGREEMENT FOR CELL TOWER LOCATED AT 2801 HOLMES RD. IN THE AMOUNT OF \$175,000.00**

**A motion was made by Trustee Ross-Williams, supported by Trustee Jarrell Roe to Approve the Request for Final Approval of Communications Site Lease Agreement for Cell Tower Located at 2801 Holmes Rd. in the Amount of \$175,000.00 (see attached)**

**The motion carried unanimously.**

**11. REQUEST AUTHORIZATION FOR AN EDUCATIONAL MAILING TO RESIDENTS IN REGARD TO THE FIRE MILLAGE SPECIAL ELECTION BEING HELD MAY 8, 2018 IN A NOT TO EXCEED AMOUNT OF \$15,000.00 BUDGETED IN LINE ITEM #101-267-000-900-000 (MAILING) AND 101-267-000-730-000 (POSTAGE) AND AUTHORIZATION FOR THE THREE FULL TIME OFFICIALS TO AWARD THE QUOTE.**



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**A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Request for Authorization for an Educational Mailing to Residents in Regard to the Fire Millage Special Election being Held May 8, 2018 in a Not to Exceed Amount of \$15,000.00 budgeted in Line Item #101-267-000-900-000 (Mailing) and 101-267-000-730-000 (Postage) and Award the Low Quote to Messenger Mailing**

**The motion carried unanimously.**

**AUTHORIZATION AND BIDS**

- 1. REQUEST OF MIKE SARANEN, HYDRO OPERATIONS TO AWARD THE QUOTE FOR PROFESSIONAL SERVICES TO JAMES LEFFEL AND COMPANY FOR LABOR TO REMOVE AND REPLACE THE TURBINE BEARING AND SHAFT ON RUNNER #2 AT THE HYDRO STATION IN THE AMOUNT OF \$146,000.00 BUDGETED IN LINE ITEM #252-252-000-977-000 (see attached).**

**A motion was made by Trustee Wilson, supported by Treasurer Doe to Approve Request of Mike Saranen, Hydro Operations to Award the Quote for Professional Services to James Leffel and Company for Labor to Remove and Replace the Turbine Bearing and Shaft on Runner #2 at the Hydro Station in the Amount of \$146,000.00 Budgeted in Line Item #252-252-000-977-000**

**The motion carried unanimously.**

**OTHER BUSINESS**

Clerk Lovejoy Roe stated the State was introducing a new platform for the Qualified Voter File and it delayed getting the absentee applications mailed because they needed final approval on the new system. She said it was approved today and the applications would be mailed tomorrow. She said she encouraged everyone to mail their applications back as soon as possible so they could receive their ballot for the May 8, 2018 election.

**A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Adjourn.**

**The meeting was adjourned at 7:25 p.m.**

**Respectfully Submitted,**

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
2018 BUDGET AMENDMENT #6**

**March 20, 2018**

AMOUNTS ROUNDED TO THE NEAREST DOLLAR

<b>101 - GENERAL OPERATIONS FUND</b>	<b>Total Increase</b>	<b><u>\$11,641.00</u></b>
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Request to budget for the purchase of 5 streetlights along the walk path at Nancy Park. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$11,641.00
		Net Revenues	<u>\$11,641.00</u>
Expenditures:	Street Light Construction	101-956-000-926.050	\$11,641.00
		Net Expenditures	<u>\$11,641.00</u>

<b>212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)</b>	<b>Total Increase</b>	<b><u>\$17,705.00</u></b>
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Request to increase budget for OHM to provide Engineering Design Service for the Grove Road Pathway, part of the Connecting Communities Initiative. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$17,705.00
		Net Revenues	<u>\$17,705.00</u>
Expenditures:	Capital Outlay -Pathway	212-970-000-997.007	\$17,705.00
		Net Expenditures	<u>\$17,705.00</u>

<b>590 - COMPOST FUND</b>	<b>Total Increase</b>	<b><u>\$93,708.00</u></b>
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Request to increase the budget to purchase a McCloskey ST80T Track Stacker for use at the Compost Site. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$93,708.00
		Net Revenues	<u>\$93,708.00</u>
Expenditures:	Equipment	590-590-000-977.000	\$93,708.00
		Net Expenditures	<u>\$93,708.00</u>

Motion to Amend the 2018 Budget (#6):

Move to increase the General Fund budget by \$11,641 to \$9,031,510 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General (BSRII) Fund budget by \$17,705 to \$1,767,163 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$93,708 to \$558,514 and approve the department line item changes as outlined.



March 8, 2018

Ms. Brenda Stumbo  
Township Supervisor  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

RE: Proposal for Grove Road Pathway Extension  
Professional Engineering Design Services

Dear Ms. Stumbo:

Thank you for the opportunity to submit this proposal to provide Professional Engineering Design Services for the Grove Road Pathway extension. This pathway is part of the Washtenaw County Parks and Recreation Commission's (WCPRC) "Connecting Communities" pathway/sidewalk initiative. The design and construction of this pathway is being performed in partnership with the Charter Township of Ypsilanti (Township).

This proposal provides key personnel and project manager contact information as well as project understanding, deliverables, schedule, and fee estimation.

## PROJECT UNDERSTANDING

The project consists of constructing two interconnecting paths near Rawsonville Elementary School in Ypsilanti Township. The path will be constructed beginning at the end of the existing path on the south side of Grove Road and extending from the west entrance of the school east to the property line of 3226 S. Grove Road. This path will be a 10-foot wide asphalt path with ADA ramps on each side of the west drive approach of the school and also each side of Snow Road. Additionally, a concrete sidewalk will be constructed at the beginning of the existing path extending south to connect to the existing sidewalk at Rawsonville Elementary School. This will be a 6-foot wide concrete sidewalk with an ADA ramp at the west drive approach of the school. The path will comply with the most recent guidelines for pathway construction including the American Association of State Highway Transportation Officials' (AASHTO) Guide for the Development of Bicycle Facilities (where applicable), applicable sections of the Americans with Disabilities Act (ADA), the National Asphalt Pavement Association (NAPA) Standards, and local ordinances.

OHM Advisors has previously assisted with the conceptual phase design as well as with various application assistance. We offer the scopes of services for the completion of the final design of this project. This proposal outlines information for project scope, deliverables, schedule and fee estimation, as well as any assumptions that were made.



## SCOPE

### Task 1 – Design Survey/ROW Identification

OHM Advisors will begin Design Survey upon authorization to proceed. The focus will be to identify critical areas where obtaining temporary or permanent easements could save construction cost as well as areas that may require additional design efforts. Tasks to be accomplished include:

- ▶ **Control:** Establish horizontal and vertical control
- ▶ **Right-of-Way:** Obtain property boundary and ROW information and tie to project control
- ▶ **Topographic Survey:** Obtain all necessary existing physical features, such as sidewalk, structure inventory, trees, etc., and elevations to provide information for preparing plans, with a focus on meeting all ADA requirements.

### Task 2 – Engineering Drawing Design

The data gathered in Task 1 along with the conceptual sketches provided during the application process will allow us to create a set of design drawings and aerial maps. These drawings and maps will be further developed to show the path location. Any notes and details necessary for specific design elements will be included along with cross-sections of the paths. These documents will serve as the “plans” for the project and allow contractors to understand the overall scope of work. In addition, these documents will also be reviewed with the Township personnel assigned to this project to obtain feedback. A review meeting will be held and any plan modifications discussed at the meeting will be incorporated into the drawings for the final bid package.

### Task 3 – Specifications and Final Bid Package Assembly

In order to develop the necessary specifications, OHM will follow the Charter Township of Ypsilanti Engineering Standards and Design Specifications. These specifications will pertain to specific items such as tree root removal, special instructions to bidders, supplemental specifications, and a method of payment for the contractor to follow. The bid package will require the necessary bonding, prevailing wage information, and insurance requirements as well as a bid form that will allow the Township to compare bids on an “apples to apples” basis. After completion of the design, the Township will be provided with two hard copies of the package for review along with an updated final engineer’s opinion of probable cost. Final adjustments to the package will then be made based on Township comments prior to advertising and bidding.

### Task 4 – Bidding

The final bid package will be provided to the Township to be posted on the Michigan Inter-governmental Trade Network (MITN). OHM will conduct the bid process and conduct a bid opening. OHM can also hold an onsite pre-bid conference with potential bidders if requested by the Township and if the schedule allows. OHM will address any questions and/or any RFI’s received by the bidding contractors during the bid phase. OHM will hold a bid opening at the Township on the date specified in the bid documents. Bids will be received, read aloud, collected, tabulated, and reviewed. A letter recommending which contractor would best be suited to construct the project will then be provided to the Township for their use.

## DELIVERABLES

Task	Deliverable
Task 2	Engineering Design Plans
Task 3	Final Bidding Package (Reviewed by Township Attorney)
Task 4	Recommendation of Award Letter



## KEY PERSONNEL

This project team has been specifically selected to best meet the technical aspects of the design and facilitate coordination with the Township. G2 Consulting Group will offer geotechnical services if needed. Below is a list of key personnel and their role on this project.

Project Team Members	Role on Project	Specific Duties
Matthew Parks, PE	Project Manager	Management, Utility Coordination, & Public Liaison
Jessica Howard	Lead Design Engineer	Concepts, Design Development, ADA Issues & QA/QC
Aaron Berkholz, PE	Construction	QA/QC
Andrew Schripsema, PE, PS	Surveyor	Design Survey (Control, Topography, & Right-of-Way)

## ASSUMPTIONS/CLARIFICATIONS

- All assistance previously provided to the Township for conceptual estimates and application assistance were/will be invoiced on an hourly basis separate from this scope of work.
- The design will be limited to the pathway and hard surface around the proposed conceptual route only. This design will not incorporate any improvements to Grove Road or other work on school property outside these limits.
- Any additional tasks outside of the above scope of services can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors (OHM). Additional work will not be conducted prior to Township authorization.
- No construction phase services are included in the proposal. The Township can inspect and administer this project with their staff or OHM can submit a proposal under separate cover for consideration upon request. In general, small projects like this require approximately 12-15% of the overall construction cost to administer construction services. This can change based on the level of service provided.
- Any meetings in addition to the meetings outlined in the above scope are not included in the scope of services but can be attended upon request. Time spent for these meetings will be charged on an hourly basis.

## FEE

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on an hourly not-to-exceed basis, in accordance with our 2015 Rate Schedule. Invoices will be sent monthly as work is performed.

Design Tasks	Design Fee
Task 1	\$3,750.00
Task 2	\$6,650.00
Task 3	\$4,805.00
Task 4	<u>\$2,500.00</u>
<b>Total</b>	<b>\$17,705.00</b>

The total fee is estimated to be \$17,705.00. Additional services can be provided on a time and material basis, as requested.

## ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.



Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

Sincerely,  
OHM Advisors

Matthew D. Parks, P.E.

OHM ADVISORS  
CONSULTANT

Matthew D. Parks, P.E.

Principal in Charge

Charter Township of Ypsilanti  
CLIENT

(Signature)

(Name)

Ms. Brenda Stumbo

(Title)

Township Supervisor

(Date)

March 21, 2018

(Signature)

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

March 21, 2018

## RENEWABLE ENERGY CREDITS ("RECs") PURCHASE AND SALE AGREEMENT ("Agreement")

<b>Buyer:</b>	Charter Township of Ypsilanti	Address: 7200 South Huron River Dr. Ypsilanti, MI 48197
<b>Buyer Contact :</b>	Contact Name: Brenda Stumbo, Supervisor	Contact Telephone Number: 734-481-0617 Contact Fax Number: 734-484-0002 Contact E-mail:
<b>Seller:</b>	Charter Township of Ypsilanti Ford Lake Hydroelectric Station	Address: 7200 S. Huron River Dr. Ypsilanti, MI 48197
<b>Seller Contact:</b>	Contact Name: Michael Saranen, Operator Brenda Stumbo, Supervisor	Contact Telephone Number: 734-544-3690 Contact Fax Number: 734-544-3626 Contact E-mail:
<b>Transaction Date:</b>		
<b>Product:</b>	Michigan RECs/IRECs	
<b>Vintage:</b>	March 2016 to December 2016	
<b>Quantity:</b>	1,524	
<b>Purchase Price:</b>	Seller shall sell to Buyer, and Buyer shall purchase from Seller, the RECs for the purchase price set forth below. \$0.00 per REC for each delivered REC	
<b>Transfer of RECs:</b>	Seller shall transfer to Buyer via MiREC 1,524 RECs/IRECs on or before April 30, 2018.	
<b>Payment:</b>	<p>Seller shall invoice Buyer for payment not later than three (3) business days after transfer of RECs to Buyer. Payment by Buyer to Seller shall be due five (5) business days after transfer of RECs. All funds to be paid to Seller shall be rendered in the form of immediately available funds (U.S. Dollars) by check or in such other form as agreed to by the parties. If either party fails to remit any amount payable by it when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published by in <i>The Wall Street Journal</i> plus two percent (2%) from the date payment is due to the date of payment.</p> <p>Seller's Payment Instructions:</p> <p style="padding-left: 40px;">Make check payable to: Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197</p>	
<b>General Terms and Conditions:</b>	<p><u>Representations and Warranties of Seller.</u> Seller represents and warrants to Buyer that (i) each REC meets the specifications set forth in this Agreement; (ii) Seller has good and marketable title to the RECs; (iii) all right, title and interest in and to the RECs are free and clear of any liens, taxes, claims, security interests, or other encumbrances; and (iv) Seller has not made any claims that the energy associated with the RECs is renewable energy. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.</p>	



**Event of Default.** For purposes of this Agreement, a party shall be in default (each of the following, an "Event of Default"): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within seven (7) business days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made and such party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within seven (7) business days of written notice from the other party; or (iv) if a Party makes an assignment or any general arrangement for the benefit of its creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it, and such petition is not dismissed within sixty (60); or otherwise becomes bankrupt or insolvent (however evidenced).

**Remedies upon Default.** If either Party is in default, the non-defaulting party may select any or all of the following remedies: (i) upon two (2) business days' written notice to the defaulting party, terminate this Agreement, (ii) withhold any payments and deliveries due in respect of this Agreement, and (iii) exercise such other remedies available at law or in equity.

If Buyer is in default and Seller elects to terminate this Agreement, then Buyer shall pay Seller, within ten (10) business days of invoice receipt, an amount equal to the sum of (i) the contract price multiplied by the contract quantity for any RECs delivered to Buyer for which Seller has not been paid, and (ii) the positive difference, if any, obtained by subtracting the market price, as reasonably determined by Seller, for the RECs from the contract price multiplied by the amount of RECs not received, plus reasonable third party fees (including broker fees) and legal costs incurred by Seller in enforcement and protection of its rights under this Agreement.

If Seller is in default and Buyer elects to terminate this Agreement, then Seller shall pay Buyer, within ten (10) business days of invoice receipt, an amount equal to the positive difference, if any, obtained by subtracting the contract price from the market price, as reasonably determined by Buyer, for the RECs multiplied by the amount of RECs not delivered, plus reasonable third party fees (including broker fees) and legal costs incurred by Buyer in enforcement and protection of its rights under this Agreement. In no event does the foregoing relieve Buyer of its obligation to pay Seller the contract price multiplied by the contract quantity for any RECs delivered to Buyer for which Seller has not been paid.

**Limitations of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF PROFITS (EXCEPT TO THE EXTENT THAT ANY DIRECT DAMAGES INCLUDE AN ELEMENT OF PROFIT).

**Confidentiality.** The parties agree to keep confidential the contents of this Agreement and any information made available by one party to the other party with respect to this Agreement.

**Indemnification.** Each party agrees to indemnify, defend, and hold harmless the other party, and any of said other party's affiliates, directors, officers, employees, agents and permitted assigns, from and against all claims, losses, incidents, liabilities, damages, judgments, awards, fines, penalties, costs, and expenses (including reasonable attorneys' fees and disbursements) directly incurred in connection with or directly arising out of: (i) any breach of representation or warranty or failure to perform any covenant or agreement in this Agreement; or (ii) any violation of applicable law, regulation or order by said party including any adverse liens, claims or encumbrances on the RECs.

**Notices.** All notices, demands, and other communications hereunder shall be effective only if given in writing and shall be deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted by facsimile (with confirmation of transmission); or (iv) five (5) business days after being deposited in the United States mail, first-class, registered or certified, return receipt requested, with postage paid. For purposes hereof, all notices, demands and other communications shall be sent to the contacts and addresses above (or to such other address furnished in writing by one party to the other party).

**Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Agreement, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

**Amendment.** This Agreement may be amended at any time, but only by a written agreement signed by both parties.

**No Waiver.** No delay or omission by a party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof. If any of the terms and conditions herein are breached and thereafter waived in writing by a party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

**Severability.** If any provision or portion of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

**Forward Contract.** This Agreement constitutes a “forward contract” and each party represents and warrants that it is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

Supervisor	Clerk	Supervisor	Clerk
March 21, 2018	147 GEN119 Ford Lake 1/1/1993 Hydroelec RECS Dec-16 MIRECS-R 126		March 21, 2018
	147 GEN119 Ford Lake 1/1/1993 Incentive IREC Dec-16 MIRECS-IR 15		
	147 GEN119 Ford Lake 1/1/1993 Hydroelec RECS Nov-16 MIRECS-R 155		
	147 GEN119 Ford Lake 1/1/1993 Incentive IREC Nov-16 MIRECS-IR 14		
	147 GEN119 Ford Lake 1/1/1993 Hydroelec RECS Oct-16 MIRECS-R 164		
	147 GEN119 Ford Lake 1/1/1993 Incentive IREC Oct-16 MIRECS-IR 14		
	147 GEN119 Ford Lake 1/1/1993 Hydroelec RECS Sep-16 MIRECS-R 64		
	147 GEN119 Ford Lake 1/1/1993 Incentive IREC Sep-16 MIRECS-IR 6		
	147 GEN119 Ford Lake 1/1/1993 Hydroelec RECS Aug-16 MIRECS-R 85		
	147 GEN119 Ford Lake 1/1/1993 Incentive IREC Aug-16 MIRECS-IR 8		
	147 GEN119 Ford Lake 1/1/1993 Hydroelec RECS Jul-16 MIRECS-R 36		
	147 GEN119 Ford Lake 1/1/1993 Incentive IREC Jul-16 MIRECS-IR 2		
	147 GEN119 Ford Lake 1/1/1993 Hydroelec RECS Jun-16 MIRECS-R 38		
	147 GEN119 Ford Lake 1/1/1993 Incentive IREC Jun-16 MIRECS-IR 3		
	147 GEN119 Ford Lake 1/1/1993 Hydroelec RECS May-16 MIRECS-R 221		
	147 GEN119 Ford Lake 1/1/1993 Incentive IREC May-16 MIRECS-IR 20		
	147 GEN119 Ford Lake 1/1/1993 Hydroelec RECS Apr-16 MIRECS-R 248		
	147 GEN119 Ford Lake 1/1/1993 Incentive IREC Apr-16 MIRECS-IR 23		
	147 GEN119 Ford Lake 1/1/1993 Hydroelec RECS Mar-16 MIRECS-R 254		
	147 GEN119 Ford Lake 1/1/1993 Incentive IREC Mar-16 MIRECS-IR 28		
			1524



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

THIS AGREEMENT, made and entered into this 21 day of March, 2018 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install four (4) speed humps on Jerome Avenue between Holmes Road and Forest Avenue (the "Project"); and

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

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$29,635.00.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

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**AGREEMENT SUMMARY**

Estimated Cost

**Installation of four speed humps on Jerome Avenue**

**\$29,635.00.**

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo  
Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe  
Karen Lovejoy Roe, Clerk

Isa R. Starfield Witness

Isa R. Starfield Witness

March 21, 2018

March 21, 2018

FOR WASHTENAW COUNTY ROAD COMMISSION:

\_\_\_\_\_  
Douglas E. Fuller, Chair

\_\_\_\_\_  
Roy D. Townsend, Managing Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

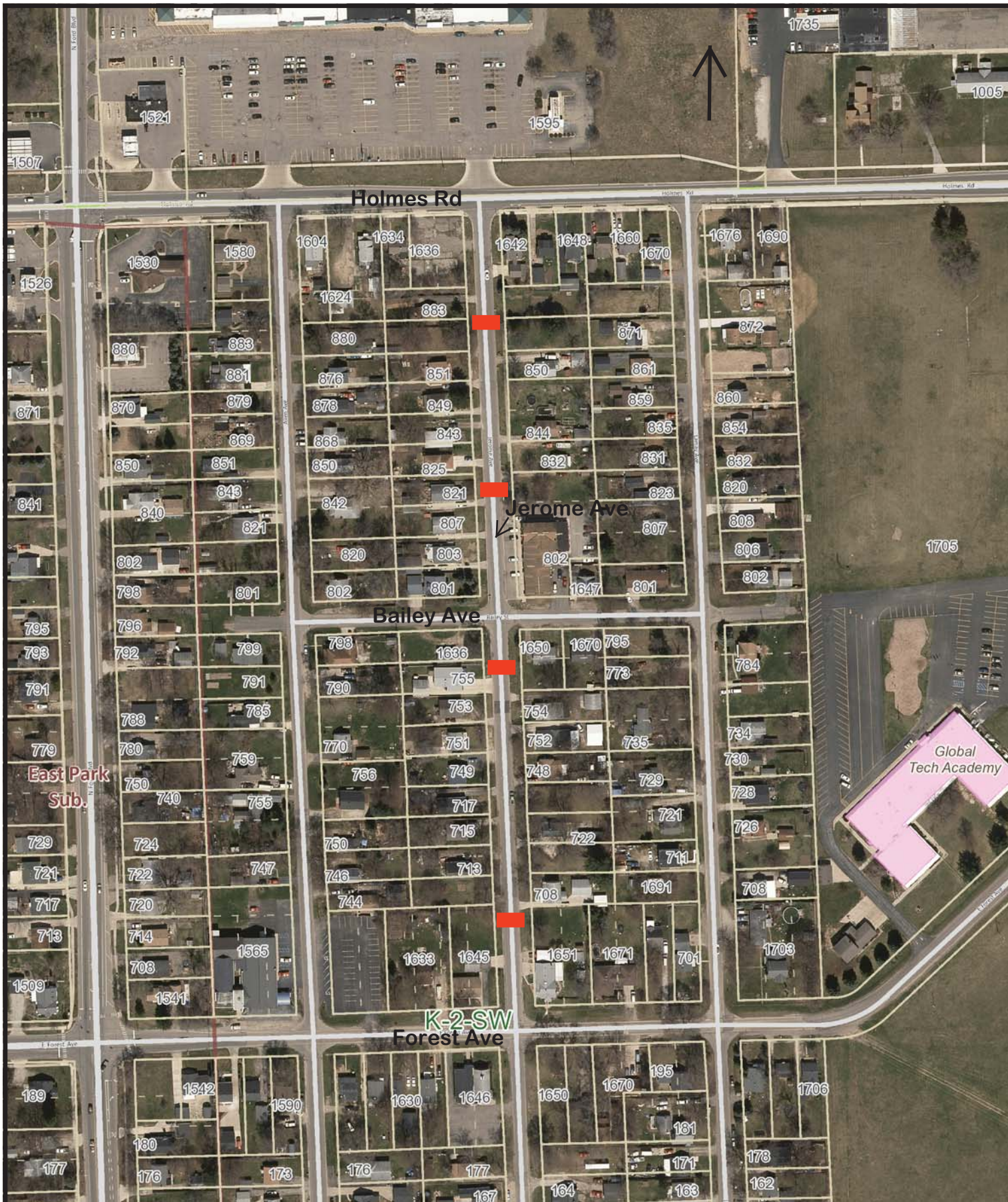
## PRELIMINARY ENGINEER'S ESTIMATE

Project: Speed Hump Installation  
Location: Jerome Ave, Ypsilanti Twp  
Date: 08/20/2017

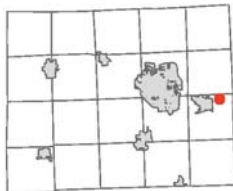


ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP INSTALLATION	4	EA	\$4,850.00	\$19,400.00	<i>Contractor Install</i>
	PVMT MKGS INSTALLATION	4	EA	\$600.00	\$2,400.00	<i>Contractor Install</i>
	TRAFFIC SIGNS	10	EA	\$310.00	\$3,100.00	<i>WCRC Install</i>
				SUBTOTAL	\$24,900.00	
				CE/INCID 15%	\$3,735.00	<i>Eng./Inspect. Costs</i>
				CONST EST	\$28,635.00	
	TRAFFIC CONTROL		LS		\$1,000.00	<i>Contractor Cost</i>
				<b>PROJECT TOTAL:</b>	<b>\$29,635.00</b>	





 Proposed Speed Humps



0 103.86 207.7 415.4 Feet

1: 2,493

8/10/2017

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



NOTE: Parcels may not be to scale.

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



## 2018 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March, 2018, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

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

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

It is further understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverages to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

1. **Nancy Park Subdivision Drainage Improvements (481-11-1247:**  
Work to include Preliminary Engineering Services by OHM Advisors, in accordance with its proposal, Tasks 1 through 4, dated February 13, 2018 and attached hereto.  
Estimated cost: \$ 10,350.00

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### **AGREEMENT SUMMARY**

2018 LOCAL ROAD PROGRAM	
Nancy Park Subdivision Drainage Improvements	\$ 10,350.00
Less 2018 Drainage Matching Funds:	5,175.00
ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2018:	\$ <u><u>5,175.00</u></u>

2018 Ypsilanti Township Agreement  
Page Two

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo  
Brenda L. Stumbo, Supervisor

Joak Stanfield  
Witness

Karen Lovejoy Roe  
Karen Lovejoy Roe, Clerk  
March 21, 2018

Joak Stanfield  
Witness  
March 21, 2018

FOR WASHTENAW COUNTY ROAD COMMISSION:

\_\_\_\_\_  
Douglas E. Fuller, Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Roy D. Townsend, Managing Director

\_\_\_\_\_  
Witness



Revenue # \_\_\_\_\_

CONTRACT  
***Charter Township of Ypsilanti***

AGREEMENT is made this 21<sup>st</sup> day of March, 2018, by the CHARTER TOWNSHIP OF YPSILANTI located at 7200 Huron River Drive, Ypsilanti, MI 48197 and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County").

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

ARTICLE I - SCOPE OF SERVICES

The COUNTY will allocate and fully support a dedicated, half-time professional project manager to lead the Relmagine Washtenaw regional planning effort, and, in addition, provide space for meetings of the Joint Technical Committee (JTC), coordinate monthly JTC meetings, coordinate submittal of grant applications, coordinate special projects, conduct research, and other tasks, as determined necessary and appropriate by the JTC.

ARTICLE II - COMPENSATION

During the period the above services are provided, the Charter Township of Ypsilanti will pay the COUNTY within 30 days, upon receipt of an invoice, five thousand dollars.

ARTICLE III - TERM

This contract begins on January 1, 2018 and ends on December 31, 2018.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The County will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The County will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The County agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the County, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE V - EQUAL ACCESS

The County shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE VI - ASSIGNS AND SUCCESSORS

This contract is binding on the Charter Township of Ypsilanti and the County, their successors and assigns. Neither the County nor the Charter Township of Ypsilanti will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE VII - TERMINATION OF CONTRACT



Revenue # \_\_\_\_\_

Section 1 - Termination without cause. Either party may terminate the contract by giving one hundred eighty (180) days written notice to the other party.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE IX - CHOICE OF LAW AND FORUM

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

ARTICLE X - EXTENT OF CONTRACT

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

ARTICLE XI – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

By: \_\_\_\_\_  
Gregory Dill (DATE)  
County Administrator

APPROVED AS TO CONTENT:

Charter Township of Ypsilanti

By: \_\_\_\_\_  
Department/Division Head (DATE)

By: Brenda R. Stumbo  
Brenda Stumbo (DATE) March 21, 2018  
Charter Township of Ypsilanti Supervisor

APPROVED AS TO FORM BY

BY: \_\_\_\_\_  
Curtis N. Hedger (DATE)  
Office of Corporation Counsel

BY: Karen Lovejoy Roe  
Karen Lovejoy Roe (DATE) March 21, 2018  
Charter Township of Ypsilanti Clerk

REVISED: 6/1/00

## Exhibit A to Master Agreement

### Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of March 14, 2018 between The Detroit Edison Company ("Company") and the Charter Township of Ypsilanti ("Customer").

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

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

1. DTE Work Order Number:	50161391 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Nancy Park-Marcus Ave/Shirley Dr, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	7	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (5) Code 95 direct buried black fiberglass posts and (5) 72w LED black Colonials. Convert (2) existing 100w HPS Colonials to 72w LED (UUL) Colonials.	
5. Estimated Total Annual Lamp Charges	\$1,524.00	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$16,212.61
	Credit for 3 years of lamp charges:	\$4,572.00
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$11,640.61</b>
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices <i>Brenda L. Stumbo</i> <i>Karen Lovejoy Roe</i> <b>SIGN HERE</b>	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	



11. Special Order Material Terms:

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

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

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

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

Company:

The Detroit Edison Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer:

Charter Township of Ypsilanti

By: *[Signature]*

Name: *Brenda L. Stumbo / Karen Lovejoy Roe*

Title: *Supervisor / Clerk*

*March 21, 2018*

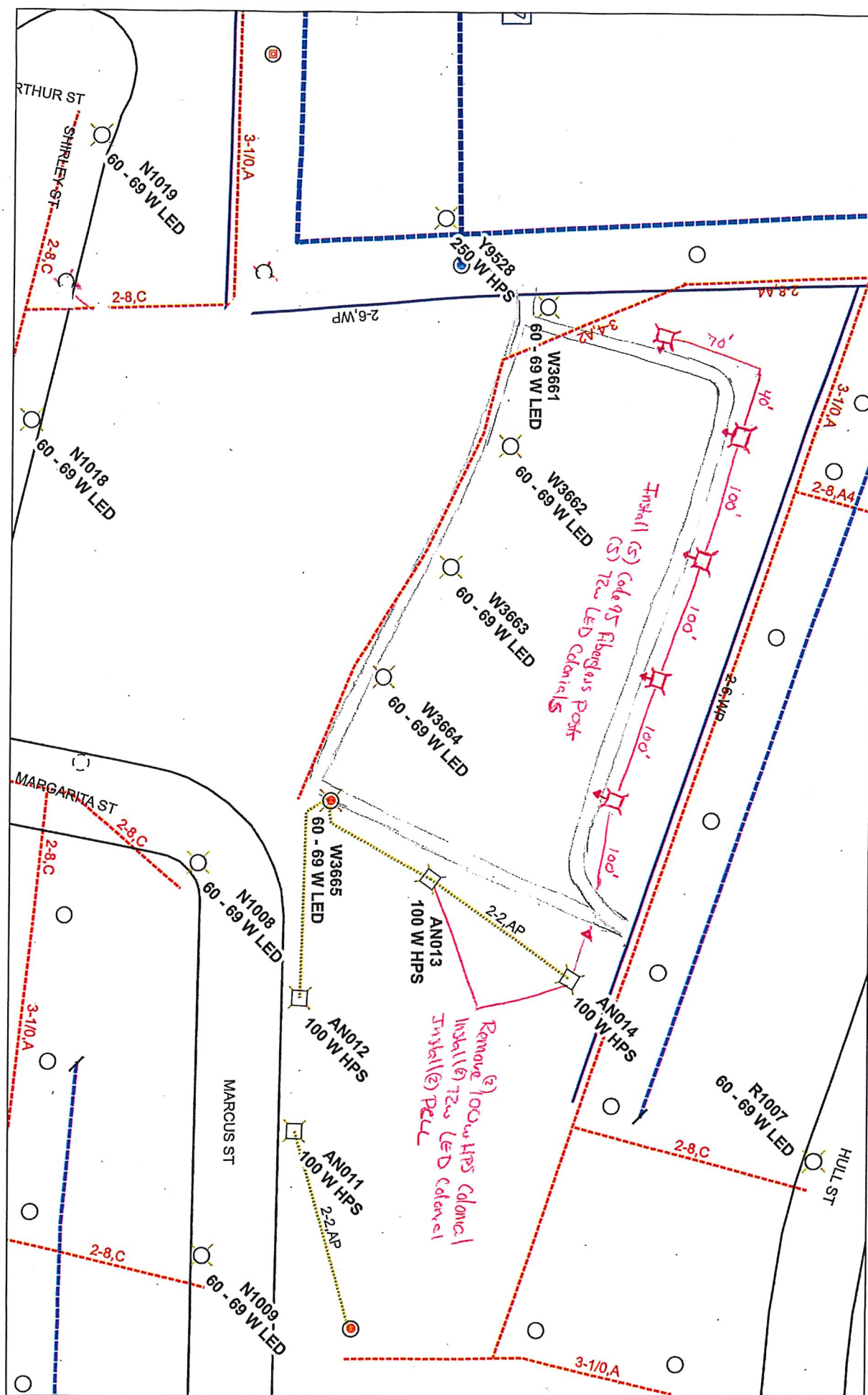
SIGN HERE

**Attachment 1 to Purchase Agreement**

**Map of Location**

[To be attached]







Submitted by: Joe Tarantino, Ph: (678) 987-2686, Email: joe.tarantino@towerpoint.com

March 14, 2018

Charter Township Of Ypsilanti Michigan  
7200 S Huron River Dr  
Ypsilanti, MI 48197

Re: Letter Agreement to Purchase Interest in Wireless Site

Dear Doug Winters:

TowerPoint Capital, LLC ("TowerPoint") is pleased to present you this Letter Agreement to acquire your wireless lease(s). If there are available future revenue opportunities, they will be specifically listed in the basic terms section. The basic terms are outlined below:

Purchase Price: **\$175,000.00** paid in a lump sum at closing.

Landlord's share of additional revenue generated under TowerPoint Site Management Agreement: **50%**

Landlord's share of New Tenant Rent: **50%** (New Tenant Rent will be generated from tenants collocating equipment on the equivalent of up to 250 sq. ft. adjacent to the existing tower installation.)

TowerPoint pays for due diligence costs, the title insurance policy, and standard closing costs. Each party bears its own legal expenses. Landlord pays transfer/stamp or other tax (if any) and recording fees. Purchase price shall be pro-rated at closing based on interim monthly or annual rent payments and a rent check redirection period of the two (2) months following closing. Landlord shall retain rent checks for pro-rated periods and during the redirection period.

In consideration of \$100 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you agree to grant TowerPoint and its successors and assigns, including its asset holding company TowerPoint Acquisitions, LLC, an exclusive right to purchase your interest in the Lease ("Lease" as further described in Exhibit A) through an assignment of the Lease and the grant of a perpetual term telecommunications easement across the existing Lease premises and such other areas as described herein within 90 calendar days of the date you countersign this letter ("Exclusivity Period"). To facilitate a timely close, you agree to deliver to TowerPoint the required due diligence items listed in Exhibit B. If delivery of these items is delayed, the Exclusivity Period will be extended for the length of the delay while you collect the items and deliver them to TowerPoint. You agree to work in good faith with TowerPoint to close this transaction.

To the extent the terms of this Letter Agreement represent an offer by TowerPoint, the terms herein expire after March 31, 2018 if this Letter Agreement is not mutually executed. TowerPoint reserves the right to change the terms of this Letter Agreement following expiration.

Sincerely,  
TowerPoint Capital, LLC

Jesse M. Wellner, Chief Executive Officer  
March 14, 2018

Accepted and Agreed:  
Charter Township Of Ypsilanti Michigan

Brenda L. Stumbo March 21, 2018  
Landlord's Signature Date

Name: Brenda L. Stumbo

Title: Ypsilanti Township Supervisor

Karen Lovejoy Roe March 21, 2018  
Landlord's Signature Date

Name: Karen Lovejoy Roe

Title: Ypsilanti Township Clerk

Exhibit A

Site Location and Lease Terms

Site Location: 2801 Holmes, Ypsilanti, MI 48197

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
CCI	\$18,900.00	Annually	5%	Term	August 9, 2020

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

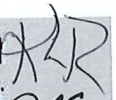
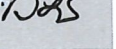
Initial   
Here: 



Exhibit B

Required Due Diligence Items

1. Executed Lease including any and all Amendments thereto (as well as any lease commencement letters, notices, or other correspondence regarding the Lease)
2. Proof of Rent Payments under the Lease (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.
3. Landlord Request for Information (RFI): Completed and executed including social security numbers for individuals with 20% or greater ownership positions in the entity which owns the property.
4. Landlord's comments or Landlord's counsel's comments, if any, to the Telecommunication Easement and Lease Assignment Agreement ("TELA") to be provided under separate cover (to be finalized in a mutually agreeable TELA) or return the TELA with each page initialed showing approval of the form TELA
5. If an existing mortgage is in place on the property: A Mortgage Statement and Lender contact information for obtaining a non-disturbance agreement from Lender (required only if the property is encumbered by a Mortgage, Deed of Trust, Line of Credit or similar instrument)
6. Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporation	LLC	General Partnership	Limited Partnership	Condominium Association	Cooperative Corporation (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Incorporation	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

*Within 10 days of signing this Letter Agreement, I agree to provide to TowerPoint the Required Due Diligence Items listed above to facilitate a timely close under the terms of this Letter Agreement.*

Initial Here: *PLR*  
*ORS*