CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS WILLIAMS
JIMMIE WILSON, JR.

March 3, 2020 Revised 3-3-2020

Work Session – 5:00 p.m.
Regular Meeting – 7:00 p.m.

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

Charter Township of Ypsilanti
7200 S. HURON RIVER DRIVE•YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS •
JIMMIE WILSON, JR.

WORK SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, MARCH 3, 2020

5:00pm

CIVIC CENTER
BOARD ROOM
7200 HURON RIVER DRIVE

1. SPOONFULLS GREAT SOUL FOOD CLASS C LIQUOR LICENSE APPLICATION
2. AGENDA REVIEW ..... SUPERVISOR STUMBO
3. OTHER DISCUSSION ..... BOARD MEMBERS

CHARTER TOWNSHIP OF YPSILANTI
WASHTENAW COUNTY, MICHIGAN

LIQUOR LICENSE APPLICATION AND QUESTIONNAIRE

The Township Board of Ypsilanti is responsible to the residents of the township. Therefore, liquor licenses will be granted when it is in the best interest of the citizens of the township to do so. Those applications which indicate substantial benefit to the residents of the township will receive the highest consideration. The following criteria will be used to determine the most eligible applicants.

1. Location of business should be easily accessible and adjacent to populated areas of the township.

2. Located on or adjacent to, major traffic arteries.
I-94 Rawsonville Rd
3. Size and patron capacity of facility.
6000sqft 150
4. Number of jobs to be created. 30-40

DATE: 11 (Mo.) 4 (Day) 2019 (Year)

1. Applicant (s) *Names Kaila Wadsworth
Kevin Green

Address Business 211 Rawsonville Rd
Belleville MI 48111

Home 7875 Green Farm Dr
Ypsilanti MI 48197

Phone 248 910 4201

*If Corporation provide names and home addresses of executives on separate sheet.
IF BUSINESS IS PRESENTLY IN OPERATION COMPLETE QUESTION 2 AND 3.
IF BUSINESS IS NOT IN OPERATION, GO TO QUESTION 4

What type of License is being requested: Class C

Questions regarding this document should be directed to the Township Clerk.

Ypsilanti Township Liquor License and Application

2.

A. Name and address of business for which license is intended:
Spoonfulls GREAT Soul Food LLC
2111 RAWSONVILLE
Belleville MI 48197

B. The business has been in operation for 0 years.

Capacity of business for that time period?
150

C. Primary purpose of business ? To sale GREAT tasting food

D. Have you ever been granted a Michigan or other state liquor license?

If yes, explain: PO

E. If license is granted, will the business stay in the same location? yes

F. What is the present patron capacity? 150

G. What is the square footage of the building? 6000 SFt

H. How many employees on existing staff? SOON TO BO 25-30

I. Hours of Operations? 11-9 pm

Ypsilanti Township Liquor License and Application

3. If license request is granted, will any of the following occur, if not go to #4

   A. Renovations to building? If yes, explain: _____

   NO

   B. Estimated costs of renovations? _____

   C. Will patron capacity increase? If yes, to how many? _____

   D. Will number of employees be increased ? _____

   If so, by how many? _____

4. If the business for which the liquor license does not presently exist, complete the following items:

   A. Location of proposed site? 2111 Rawsonville Belleville MI

   B. Size of facility to be erected? 10000 sqft

   C. Estimated cost of facility? 3000

   D. Expected staff requirements? 12

   E. Expected patron capacity? 150

   F. What will be the primary purpose of the business?

   Resturant

   G. Does the property have the necessary zoning? Yes

   H. Has a building permit been issued? Yes

   I. Will the facility be built if a license is not granted? N/A preexisting Building

Ypsilanti Township Liquor License and Application

5. As was stated earlier, the Township Board is obligated to award liquor licenses in the best interest of the citizens of Ypsilanti Township and not for the gain of an individual or corporation.

   Why do you think you should receive a liquor license?

   Please See Attached letter

6. Have you ever been convicted of a felony? NO Are you disqualified to receive a license by reason or any matter or thing contained in Charter Township of Ypsilanti Liquor Licenses or the laws of the State of Michigan? NO

7. A statement that you will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the Charter Township of Ypsilanti in the conduct of your business. _____

Fingerprints of applicant, manager, and officers in the case of a club, society or corporation must be on file with the Washtenaw County Sheriff's Department prior to approval of your request.

I hereby certify the above information and answers are true and correct and that I have read and am aware of the provisions of the Charter Township of Ypsilanti Ordinance Nos. 99-211 and 99-212 pertaining to liquor licenses and enforcement.

Applicant's signature _____ Date 10-9-19

Printed Name Kayla Wadsworth

Receipt No. _____ Amount $1000.00

Fee Schedule
(effective May 13, 1999)

Application for New Class C License	$1,000.00
Application for Addition to Existing Class C License	$1,000.00
Transfer of Existing License	$1,000.00
Any Other Changes (stock ownership, etc.)	$ 150.00

LIQUOR LICENSE Q & A

Application

Why do you think you should receive a liquor license?

We here at Spoonfulls Great Soul Food would like to obtain a liquor license to sell a variety of alcoholic beverage, to serve and accommodate our guest with the best hospitality experience. To give a sense of home atmosphere family oriented. Allowing our guest to dine in our restaurant; Eat and have a drink comfortably. Taking over a full-service restaurant with a bar already set in place we want to take immediate action to follow the proper procedures to obtain the liquor license and keep it in good standing.

THE OLE WOODSTONE GRILL

OCTOBER 9, 2019

SPONFULLS GREAT SOULFOOD

2111 Rawsonville Rd Belleville MI 48111

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Retailer License & Permit Application

For more information on retail licenses and permits, please visit the Liquor Control Commission's frequently asked questions website by clicking this link.

Before you begin filling out the attached application, please review this checklist for the applicable forms and documents you will need to submit with your completed application form.

The attached LCC-100 form will automatically calculate fees when opened using Adobe Acrobat Reader. The form's functionality may not work with third-party PDF readers. You may download a free copy of Adobe Acrobat Reader on the Adobe website: https://get.adobe.com/reader/

- [x] Completed Retail License & Permit Application (Form LCC-100, attached)
- [x] Livescan Fingerprint Form* (attached)
- [ ] Inspection, License, and Permit Fees
- [ ] Local Government Authorization (Form LCC-106) - **For a new on-premises license only**
- [ ] Purchase agreement - **For the transfer of ownership of a license**
- [x] Property document (lease, deed, land contract, etc.)
- [ ] New Specially Designated Merchant license documents - **For a new Specially Designated Merchant license only** (see page 3)
- [ ] New On-Premises Resort License Questionnaire (LCC-109a) or New On-Premises Redevelopment or Development District License Questionnaire (LCC-109b) - **For a new on-premises Resort, Redevelopment, or Development District license only**

Are you transferring stock or membership interest? If yes, use the License Interest Transfer Application (LCC-101).

If applicant is a corporation also include (pursuant to R 436.1109):

- [ ] Report of Stockholders/Member/Partners (Form LCC-301)
- [ ] Copy of Articles of Incorporation filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
- [ ] Current Certificate of Good Standing from the state where incorporated and Certificate of Authority to Do Business in Michigan, if incorporated outside of Michigan.
- [ ] Certified copy of the minutes of a meeting of its board of directors or a statement signed by an officer of the corporation naming the persons authorized by corporate resolution to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

If applicant is a limited liability company also include (pursuant to R 436.1110):

- [x] Report of Stockholders/Member/Partners (Form LCC-301)
- [x] Copy of Articles of Organization filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
- [x] Copy of the operating agreement or bylaws of the applicant company
- [x] Current Certificate of Authority to Do Business in Michigan, if the LLC is a non-Michigan LLC.
- [x] Statement signed by a manager of the limited liability company or by at least 1 member if management is reserved to the members naming the person authorized to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

If applicant is a limited partnership also include (pursuant to R 436.1111):

- [ ] Report of Stockholders/Member/Partners (Form LCC-301)
- [ ] Copy of the partnership agreement of the applicant limited partnership
- [ ] Each general partner of a partnership shall sign the application, bond, and other papers filed in connection with securing a new license or transferring an existing license. This requirement may be waived by the Commission upon showing of good cause, which must be submitted in writing.

*Fingerprints are required for applicants that are not currently licensed by the MLCC and will hold 10% or more interest in a license or applicant entity.

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Retailer License & Permit Application

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website by clicking this link.

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Spoonfulls Great Soul food LLC	
Address to be licensed: 2111 Rawsonville rd	
City: Van Buren Charter Twp	Zip Code: 48111
City/township/village where license will be issued: Ypsilanti Twp	County: Washtenaw
Federal Employer Identification Number (FEIN): 833511412	

Leave Blank - MLCC Use Only

1. Are you requesting a new license? (•) Yes ( ) No
2. Are you applying ONLY for a new permit or permission? (•) Yes ( ) No
3. Are you buying an existing license? ( ) Yes (•) No
4. Are you transferring the classification of an existing on premises license? ( ) Yes (•) No
5. Are you modifying the size of the licensed premises? ( ) Yes (•) No
   If Yes, specify: ☐ Adding Space ☐ Dropping Space ☐ Redefining Licensed Premises
6. Are you transferring the location of an existing license? ( ) Yes (•) No
7. Is this license being transferred as the result of a default or court action? ( ) Yes (•) No
8. Do you intend to use this license actively? (•) Yes ( ) No

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s):	
Current licensed address:	
City:	Zip Code:
City/township/village where license is issued:	County:

Part 3 - Licenses, Permits, and Permissions

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

On Premises Licenses - Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to **State of Michigan**

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of $70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	License & Permit Fees:	**TOTAL FEES:**

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Schedule A - Licenses, Permits, & Permissions

Applicant name:

Off Premises License Type:

New Transfer

		Base Fee:	Fee Code MLCC Use Only
☐	☐ SDM License	$100.00	
☐	☐ SDD License	$150.00	
☐	☐ Resort SDD License	Upon Licensure/$150.00	

Resort SDD Licenses may only be issued in governmental units having a population of 50,000 or less

Off Premises Permits:

	Base Fee:
☐ Sunday Sales Permit (AM)*	$160.00
☐ Sunday Sales Permit (PM)** *(Held with SDD License)*	$22.50
☐ Catering Permit	$100.00
☐ Secondary Location Permit - Complete Form LCC-201	
☐ Beer and Wine Tasting Permit	No charge
☐ Living Quarters Permit	No charge

On/Off Premises Permission Type:

	Base Fee:
☐ Off-Premises Storage	No charge
☐ Direct Connection(s)	No charge
☐ Motor Vehicle Fuel Pumps	No charge

*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: _____ x $70.00 Inspection Fee

Total Inspection Fee(s): _____

Total License Fee(s): _____

Total Permit Fee(s): _____

TOTAL FEES DUE: _____

Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.

Make checks payable to **State of Michigan**

On Premises License Type:

New Transfer

		Base Fee:	Fee Code MLCC Use Only
☐	☐ B-Hotel License	$600.00	
	Number of guest rooms: _____		
☐	☐ A-Hotel License	$250.00	
	Number of guest rooms: _____		
☒	☐ Class C License	$600.00	
☐	☐ Tavern License	$250.00	
☐	☐ Resort License	Upon Licensure	
☐	☐ DDA/Redevelopment License	Upon Licensure	
☐	☐ Brewpub License	$100.00	
☐	☐ G-1 License	$1,000.00	
☐	☐ G-2 License	$500.00	
☐	☐ Aircraft License	$600.00	
☐	☐ Watercraft License	$100.00	
☐	☐ Train License	$100.00	
☐	☐ Continuing Care Retirement Center License	$600.00	

☐ MCL 436.1545(1)(b)(i) ☐ MCL 436.1545(1)(b)(ii)

B-Hotel or Class C Licenses Only:

☐ ☐ Additional Bar(s)

Number of Additional Bars: _____

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A $350.00 licensing fee is required for each additional bar over the one (1) bar initially issued with the license.

On Premises Permits:

	Base Fee:
☒ Sunday Sales Permit (AM)*	$160.00
☒ Sunday Sales Permit (PM)**	
☐ Catering Permit	$100.00
☐ Banquet Facility Permit - Complete Form LCC-200	

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.

☐ Outdoor Service	No charge
☐ Dance Permit	No charge
☐ Entertainment Permit	No charge
☐ Extended Hours Permit:	No charge
○ Dance ○ Entertainment Days/Hours: _____	
☐ Specific Purpose Permit:	No charge

Activity requested: _____

Days/Hours requested: _____

☐ Living Quarters Permit	No charge
☐ Topless Activity Permit	No charge

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Kevin Green		
Home address: 8851 Amaranth Ln		
City: Ypsilanti Twp	State: MI	Zip Code: 48197
Business Phone:	Cell Phone: 248-850-0193	Email: kevin_green_d@yahoo.com

Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If **Yes**, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. *Pursuant to MCL 436.1603, a retailer licensee may not hold interest in a manufacturer or wholesaler licensee.* ○ Yes ◉ No

Do you hold 10% or more interest in the applicant entity? ◉ Yes ○ No

If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request" with your application.

Part 5b - Personal Information (Individuals) - *Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).*

Date of Birth: 05/10/1990	Social Security Number: 363116710	Driver's License Number: G650465143356

Are you a citizen of the United States of America? ◉ Yes ○ No

Have you ever legally changed your name? ○ Yes ◉ No

If you answered "yes", please list your prior name(s) (including maiden):

Spouse's full name (if currently married):

Spouse's date of birth: | Is your spouse a citizen of the United States of America? ○ Yes ○ No

Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ○ Yes ◉ No

Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ○ Yes ◉ No

Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If **Yes**, list below (attach additional pages if necessary): ○ Yes ◉ No

Date	City/State	Charge	Disposition

Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If **Yes**, list below (attach additional pages if necessary): ○ Yes ◉ No

Date	City/State	Charge	Disposition

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Kevin Green — Print Name

Signature

9/18/2019 — Date

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Kaila Wadsworth		
Home address: 7875 Greene Farm Dr		
City: Ypsilanti Twp	State: MI	Zip Code: 48197
Business Phone:	Cell Phone: 248-910-4201	Email: angelscott23@gmail.com

Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If **Yes**, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. *Pursuant to MCL 436.1603, a retailer licensee may not hold interest in a manufacturer or wholesaler licensee.* ○ Yes ◉ No

Do you hold 10% or more interest in the applicant entity? ◉ Yes ○ No

If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request" with your application.

Part 5b - Personal Information (Individuals) - *Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).*

Date of Birth: 02/22/1997	Social Security Number: 370-21-2085	Driver's License Number: W326461488138

Are you a citizen of the United States of America? ◉ Yes ○ No

Have you ever legally changed your name? ○ Yes ◉ No

If you answered "yes", please list your prior name(s) (including maiden):

Spouse's full name (if currently married):

Spouse's date of birth: | Is your spouse a citizen of the United States of America? ○ Yes ○ No

Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ○ Yes ◉ No

Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ○ Yes ◉ No

Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If **Yes**, list below (attach additional pages if necessary): ○ Yes ◉ No

Date	City/State	Charge	Disposition

Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If **Yes**, list below (attach additional pages if necessary): ○ Yes ◉ No

Date	City/State	Charge	Disposition

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Kaila Wadsworth (Print Name) — Kaila Wadsworth (Signature) — 9/18/2019 (Date)

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?	◉ Phone ○ Mail ○ Email ○ Fax	
What is your preferred method for receiving a Commission Order?	○ Mail ◉ Email ○ Fax	
Contact name: Angel Wadsworth	Relationship: Mother	
Mailing address: 7875 Greene Farm Dr, Ypsilanti MI 48197		
Phone: 248-910-4201	Fax number:	Email: angelscott23@gmail.com

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name:	Member Number: P-	
Attorney address:		
Phone:	Fax number:	Email:
Would you prefer that we contact your attorney for all licensing matters related to this application?	○ Yes ○ No	
Would you prefer any notices or closing packages be sent directly to your attorney?	○ Yes ○ No	

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Kevin Green, owner
Print Name of Applicant & Title

Signature of Applicant

9/18/2018
Date

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-284-8557

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 1 - Licensee Information

Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Spoonfulls ~~LLC~~ Great Soulfood LLC - Kevin Green	
Address: 2111 Rawsonville Rd	
City: VAn Buren Twp	Zip Code: 48111

Part 2a - Corporations - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:

Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:

Part 2b - Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Kevin Green	20%	9/2019
Kaila Wadsworth	80%	9/2019

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:

Name and address of Managers, pursuant to administrative rule R 436.1111:

Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

Name & Title: Kevin Green , Owners

Name & Title: Kaila Wadsworth , Owners

Name & Title:

Name & Title:

Name & Title:

Part 4 - Signature of Applicant or Licensee

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Kevin Green owner
Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

9-18-2019
Date

Please return this completed form to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

RI-030 (01/2019)
Michigan State Police

AUTHORITY: MCL 28.162, MCL 28.214, MCL 28.248, & MCL 28.273
COMPLIANCE: Voluntary. However, failure to complete this form will result in denial of request.

LIVE SCAN FINGERPRINT BACKGROUND CHECK REQUEST

Purpose: To conduct a civil fingerprint-based background check for employment, to volunteer, or for licensing purposes as authorized by law.

I. Authorizing Information

1. Fingerprint Reason Code	2. Requestor/Agency ID	3. Agency Name	4. Individual ID (MNU-OA)
LL	1479J	MI Dept of Licensing & Regulatory Affairs - Liquor Control	

II. Applicant Information: Type or clearly print answers in all fields before going to be fingerprinted.

1a. Last Name	1b. First Name	1c. Middle Initial	1d. Suffix
Wadsworth	Kaila	L	Ms

2. Any Alternative Names, Last Names, or Aliases	3. Social Security Number (Optional)
	370-21-2085

4. Place of Birth (State or Country)	5. Date of Birth	6. Phone Number	7. Driver's License / State ID Number	8. Issuing State
Michigan	02-22-1997	248-910-4201	W326461488138	MI

9. Home Address	10. City	11. State	12. ZIP Code
7875 Greene Farm Dr	Ypsilanti Twp	MI	48197

13. Sex	14. Race	15. Height	16. Weight	17. Eye Color	18. Hair Color
Female	Black	5ft4	200	Brown	Black

III. Live Scan Information

1. Date Printed	2. Picture ID Type Presented	3. Transaction Control Number (TCN)	4. Live Scan Operator*
Sept. 24, 2019	MI Drivers License	AY1900 7058J	[illegible]

*When an individual ID is provided, please enter the ID into the Miscellaneous Number (MNU) field on the Live Scan device. Select OA - Originating Agency Identifier and then enter the unique identifier in the Identification Code field.

IV. Privacy Act Statement

Authority: Acquisition, preservation, and exchange of fingerprints and associated information by the Federal Bureau of Investigation (FBI) is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine Uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

V. Procedure to Obtain a Change, Correction, or Update of Identification Records

If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections, or updating of the alleged deficiency; he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency. (28 CFR § 16.34)

VI. Consent

I understand that my personal information and biometric data being submitted by Live Scan, will be used to search against identification records from both the Michigan State Police (MSP) and the FBI for the purpose listed above. I hereby authorize the release of my personal information for such purposes and release of any records found to the authorized requesting agency listed above.

Signature:	Date:
Kaila Wadsworth	9/18/2019

RI-030 (01/2019)
Michigan State Police

AUTHORITY: MCL 28.162, MCL 28.214, MCL 28.248, & MCL 28.273
COMPLIANCE: Voluntary. However, failure to complete this form will result in denial of request.

LIVE SCAN FINGERPRINT BACKGROUND CHECK REQUEST

Purpose: To conduct a civil fingerprint-based background check for employment, to volunteer, or for licensing purposes as authorized by law.

I. Authorizing Information

1. Fingerprint Reason Code	2. Requestor/Agency ID	3. Agency Name	4. Individual ID (MNU-OA)
LL	1479J	MI Dept of Licensing & Regulatory Affairs - Liquor Control	

II. Applicant Information: Type or clearly print answers in all fields before going to be fingerprinted.

1a. Last Name	1b. First Name	1c. Middle Initial	1d. Suffix
Green	Kevin	D	Mr

2. Any Alternative Names, Last Names, or Aliases	3. Social Security Number (Optional)
	363116710

4. Place of Birth (State or Country)	5. Date of Birth	6. Phone Number	7. Driver's License / State ID Number	8. Issuing State
Michigan	05/10/1990	248-850-0193	G650465143356	MI

9. Home Address	10. City	11. State	12. ZIP Code
8851 Amaranth LN	Ypsilanti Twp	MI	48197

13. Sex	14. Race	15. Height	16. Weight	17. Eye Color	18. Hair Color
Male	Black	5ft8	170	Brown	Black

III. Live Scan Information

1. Date Printed	2. Picture ID Type Presented	3. Transaction Control Number (TCN)	4. Live Scan Operator*
9/24/2019	Driver License	AY 1900 7057E	Renee Greenlee

*When an individual ID is provided, please enter the ID into the Miscellaneous Number (MNU) field on the Live Scan device. Select OA - Originating Agency Identifier and then enter the unique identifier in the Identification Code field.

IV. Privacy Act Statement

Authority: Acquisition, preservation, and exchange of fingerprints and associated information by the Federal Bureau of Investigation (FBI) is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine Uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

V. Procedure to Obtain a Change, Correction, or Update of Identification Records

If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections, or updating of the alleged deficiency; he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency. (28 CFR § 16.34)

VI. Consent

I understand that my personal information and biometric data being submitted by Live Scan, will be used to search against identification records from both the Michigan State Police (MSP) and the FBI for the purpose listed above. I hereby authorize the release of my personal information for such purposes and release of any records found to the authorized requesting agency listed above.

Signature:	Date:
	9/18/2019

Filed by Corporations Division Administrator Filing Number: 201925121210 Date: 02/05/2019

LARA Corporations Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

SPOONFULLS GREAT SOULFOOD LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: ANGEL WADSWORTH
2. Street Address: 7875 GREENE FARM DR.
   Apt/Suite/Other:
   City: YPSILANTI
   State: MI Zip Code: 48197

3. Registered Office Mailing Address:
   P.O. Box or Street Address:
   Apt/Suite/Other:
   City:
   State: Zip Code:

Signed this 5th Day of February, 2019 by the organizer(s):

Signature	Title	Title if "Other" was selected
Cheyenne Moseley, Assistant Secretary, LegalZoom.com, Inc.	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

○ Decline ◉ Accept

Filed by Corporations Division Administrator Filing Number: 201925121210 Date: 02/05/2019

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

SPOONFULLS GREAT SOULFOOD LLC

ID Number: 802283075

received by electronic transmission on February 05, 2019 ***, is hereby endorsed.***

Filed on February 05, 2019 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau
TUEBOR
CIRCUMSPICE

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, *in the City of Lansing, this 5th day of February, 2019.*

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

Operating Agreement

Spoonfulls Great Soulfood LLC,
a Michigan Limited Liability Company

THIS OPERATING AGREEMENT of Spoonfulls Great Soulfood LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Michigan limited liability company under the Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Michigan. The Members hereby adopt and approve the articles of organization of the Company filed with the Director of the Michigan Department of Labor and Economic Growth.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 **Initial Capital Contributions**. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 **Subsequent Capital Contributions**. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 **Additional Members**.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts**. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest**. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority**. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Michigan Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations**. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions**. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Limited Liability Company Act.

3.3 **Limitations on Distributions**. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 **Management.**

A. **Generally.** Subject to the terms of this Agreement and the Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

(i) A material change in the purposes or the nature of the Company's business;

(ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;

(iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

(iv) The amendment of this Agreement.

4.2 **Officers**. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts**. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records**. The Members will keep or cause the Company to keep the following business records.

(i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;

(ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

(iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and

(iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election**. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member**. Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking**. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

6.1 **Members and Voting Rights**. The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 **Meetings of Members**. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice

setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding a majority of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

(i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;

(ii) Entry of a decree of judicial dissolution under Section 450-4802 of the Michigan Limited Liability Company Act;

(iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(iv) The sale or transfer of all or substantially all of the Company's assets;

(v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Michigan law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative,

or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Michigan law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 **Expenses Paid by the Company Prior to Final Disposition**. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice**. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 **Entire Agreement; Amendment**. This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire

agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Limited Liability Company Act.

10.3 **Governing Law; Severability**. This Agreement will be construed and enforced in accordance with the laws of the state of Michigan. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 **Further Action**. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 **No Third Party Beneficiary**. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 **Incorporation by Reference**. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	**Capital Contribution**	**Percentage Interest**
Kaila Wadsworth Address: 2111 Rawsonville Rd. Belville, Michigan 48111		80%
Kevin Green Address: 2111 Rawsonville Rd. Belville, Michigan 48111		20%

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated:_____

Kaila Wadsworth

Signature of Kaila Wadsworth

Kevin Green

Signature of Kevin Green

COMMERCIAL PROPERTY LEASE

This lease (the Lease) is entered into on **July 1, 2019** (the Effective Date), between **2111 Rawsonville, LLC or Assignees**, whose address is 41105 S. Woodbury Green Drive, Belleville, MI 48111 (Landlord), and **Spoonfull's LLC** of 7875 Greene Farm Drive, Ypsilanti, MI 48197 (Tenant), on the following terms and conditions.

1. **Premises.** Landlord leases to Tenant the building in Ypsilanti Township located at **2111 Rawsonville Road, Belleville, MI 48111** (the Building). In addition to the Building, Tenant shall have the right to use the "Highway Sign", parking lot and trash receptacle located in that parking lot. Together the Building, Highway Sign, parking lot, and trash receptacle are referred to as the Premises.

2. **Term.** The term of this Lease shall be **five (5)** years, commencing on **July 1, 2019** (Commencement Date), and expiring on June 30, 2024. Rent payments shall commence on **October 1, 2019** ("Rent Commencement Date"). If Liquor License is not received by then, rent payments shall temporarily be One Thousand Five Hundred Dollars ($1,500.00) per month until the earlier of the receipt of Liquor License, or January 1, 2020. Rent will then increase to Three Thousand Dollars ($3,000.00) per month as per paragraph 3(a) below. The above rent arrangement will be prorated depending on the date of Liquor License. In any case, business must be opened within 30 days of a Liquor License being granted.

3. **Rent.**

   a. **Base rent.** For the term of the Lease, Tenant shall pay Landlord base rent for the Premises as follows: Three Thousand Dollars ($3,000.00) per month, commencing on the Rent Commencement Date through June 30, 2020 (see exception, Paragraph 2, above); Three Thousand Five Hundred Dollars ($3,500.00) per month commencing on July 1, 2020 through June 30, 2021; Four Thousand Dollars ($4,000.00) commencing on July 1, 2021 through June 30, 2022; and Four Thousand Five Hundred Dollars ($4,500.00) commencing on July 1, 2022 through June 30, 2024. Monthly installments of rent shall be due and payable in advance on the first day of each calendar month. Rent payments shall be made to Landlord at **1200 Via Tornasol, Aptos, CA 95003** or any other place designated in writing by Landlord. Direct deposit, or electronic payment into the 2111 Rawsonville, LLC Wells Fargo bank account is also a preferred option.

   b. **Additional rent.** In the event Landlord is charged or assessed for expenses otherwise payable by Tenant, such amounts shall be considered additional rent, and Tenant shall pay Landlord the amount within 30 days of receipt of notice from Landlord. Tenant agrees to be responsible for the payment of all utility services for the Premises, including water and sewer, gas, electricity, waste removal and other services delivered to the Premises. Tenant's electricity and gas are separately metered and shall be paid for promptly on receipt of the billing from the utility companies. All other services contracted for by Tenant shall be paid

for by Tenant immediately on presentation of the invoice so that no past due accounts arise.

c. **Late Charges.** If any monthly payment due hereunder from Tenant is not received by Landlord within the day of the date the payment is due, Tenant shall pay to Landlord as a late charge the additional corresponding sum as follows: Tenant shall pay $50 per day for every day that the payment is more than 6 days late. Acceptance of any late charges shall not constitute a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any of the other rights and remedies available to Landlord for Tenant's default.

4. **Security deposit**. Tenant shall pay a security deposit of Two Thousand Dollars (**$2,000.00**) upon signing the lease. The security deposit shall secure the performance of Tenant's obligations under this Lease. Landlord may, but shall not be obligated to, apply all or a portion of the deposit to the payment of Tenant's obligations under this Lease. Any balance remaining on termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. Landlord may commingle the security deposit with any other funds of Landlord and shall not pay any interest on the deposit held. **If Tenant's application for a liquor license for the Premises is declined, this lease shall be null and void.** The security deposit shall then be refunded to the Tenant unless Tenant's building modifications and/or removal of any appliances or other equipment have occurred or are in progress. **In exchange for this reduced security deposit, Tenant shall have parking lot repaved no later than November 1, 2019 at Tenant's expense.**

5. **Signs.** Tenant shall not construct, place, or paint any sign or awning or other improvement or apparatus on the exterior of the Building without the prior written consent of Landlord, which will not be unreasonably withheld. Any signs placed in the windows of the Premises shall be in keeping with the character and decor of the Building as a whole. Tenant shall maintain the Highway Sign in accordance with township ordinances. The Highway Sign must display Tenant's business name within six months of the restaurant's official opening, or sooner if required by Ypsilanti Township ordinance.

6. **Acceptance of occupancy.** Tenant shall commence occupancy of the Premises on the Commencement Date and begin payment of rent as called for by this Lease on the Rent Commencement Date. Tenant has inspected the Premises and common areas and finds them acceptable for Tenant's intended use of the Premises, and accepts the Premises **As Is.**

7. **Option to extend.** Provided Tenant is not, and has not been, in default according to the terms of this Lease, Tenant shall have an option to extend this Lease on the expiration of the initial term of the Lease for **two (2)** additional terms of **five (5)** years each by giving written notice of extension to Landlord 90 days before this Lease expires. The extension shall be on the same terms and conditions as stated in this Lease except, that the base rent during the first and second terms shall be the greater of ten percent (10%) above the previous base rent or the "market rate," either as agreed by the parties or if the parties cannot agree, as established

RAS

by a reputable real estate broker specializing in commercial properties in the Ypsilanti market area chosen by the parties.

Tenant shall also have the first right of refusal and option to buy the property after the first lease term, based on a price recommended by a commercial appraiser that is acceptable to Landlord/Owner.

8. **Vacation of Premises.** Tenant shall not vacate or abandon the Premises at any time during the term of this Lease, and if Tenant abandons or vacates the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Tenant left on the Premises shall be deemed abandoned, at the option of Landlord. Landlord may also take possession of any personal property left by Tenant on the Premises and charge Tenant a monthly fee for the storage of that personal property. Any fee charged by Landlord for this purpose shall be deemed to be additional rent under this Lease and payable immediately.

9. **Acceleration.** If Tenant breaches this lease or vacates the premises prior to lease expiration, Landlord may accelerate the term of this lease and declare all rents for the remaining term to be immediately due and payable.

10. **Use.** The Premises are to be used and occupied by Tenant for the operation of a restaurant and bar and for no other purpose without the prior written consent of Landlord. No activity shall be conducted on the Premises that does not comply with local laws, ordinances, and regulations.

    Tenant or Assignees are expressly prohibited from climbing up to the roof for any reason without the prior written consent of the Landlord (text is acceptable). This is to prevent damage to any part of the roof, its components, or rooftop equipment, and to minimize potential liability to all parties.

11. **Landlord's lien.** Tenant grants a lien to Landlord on all Tenant's property on the Premises to secure the performance of Tenant's obligations under this Lease. Tenant also agrees to sign any financing statements Landlord requests to perfect this lien.

12. **Expenses.** Except as otherwise provided in Section 12 below, beginning on the Commencement Date and continuing for the entire lease term plus any extension terms, Tenant shall pay all costs and expenses incurred in operating, managing, and maintaining the Premises, including all services, insurance, utilities, signage, parking lot maintenance/snow removal, landscaping/mowing, and waste removal.

13. **Repairs and maintenance.** Beginning on the Commencement Date and continuing for the entire lease term plus any extension terms, Tenant shall be obligated to repair and maintain the Premises at Tenant's expense as stated below, to include painting, structural maintenance and repair of the interior and exterior of the Building, including walls, roof, subsurface walls,

floor and windows.

Tenant will pay the first $2,000.00 per occurrence for any maintenance, repair or replacement of a building system or component, including, without limitation, the roof, electrical system, plumbing system, sewer lines, furnace, hot water heater or HVAC system. The remaining expense shall be Landlord's responsibility, accomplished at Landlord's reasonable discretion, and performed by a contractor chosen by Landlord.

Tenant shall keep the Premises in good and safe condition, including Building electrical fixtures, plumbing fixtures, drain lines, sewer lines/connection, furnace, hot water heater, HVAC systems, and any other system or equipment within the Premises, including the parking lot, and Highway Sign. Tenant shall also maintain in good condition the sidewalk, driveway, and parking lot, and shall regularly sweep those areas as well as pick up any trash or debris in the area. During the winter months Tenant shall keep the sidewalk adjacent to the Building clear of snow and ice and make a good-faith effort to have the parking lot plowed regularly. Tenant agrees to sufficiently heat the Building at all times to prevent any water pipe and/or drain line freezing during winter/cold weather, even if Building is unoccupied. Any damage caused by freezing temperatures will be the sole responsibility of the Tenant and all repairs must be accomplished in a timely manner and at Tenant's own expense.

14. **Surrender of Premises.** Tenant shall surrender the Premises to Landlord at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear.

15. **Entry and inspection.** Tenant shall permit Landlord or Landlord's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises, shall permit Landlord at any time within 90 days before the expiration of the Lease to place on the Premises standard "for lease" signs, and permit persons desiring to lease the Premises to inspect the Premises during that period.

16. **Taxes and assessments.** Landlord shall pay all real property taxes levied and made against the Premises.

    All taxes and assessments levied on the personal property owned or leased by Tenant shall be the sole responsibility of Tenant. Tenant shall be responsible to pay any late payment interest and penalties levied on said personal property.

17. **Alterations.** Tenant may remodel and make improvements to the premises. However, any remodeling or improvements that will significantly alter the Premises or require an investment by Tenant in excess of three thousand dollars ($3,000.00) shall require the prior written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Modifications, improvements, or repairs costing in excess of three thousand dollars ($3,000.00) will also require a surety bond in favor of Landlord to cover the cost of returning

the building to its original condition in the event of a default. The work shall be done without injury to any structural portion of the Building. Any improvements constructed pursuant to this paragraph that become permanently affixed to the Building shall become the property of Landlord on the termination of this Lease.

Tenant shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the Premises, or upon any interest of Landlord in the Premises. If Tenant causes any alterations, changes, rebuildings, replacements, additions, improvements or repairs to the Premises, or causes any labor to be performed or material to be furnished to the Premises, neither Landlord nor the Premises shall under any circumstances be liable for the payment of any expense incurred or of the value of any work done or material furnished, but all such alterations, changes, rebuildings, replacements, additions, improvements and repairs, and labor and material, shall be made, furnished and performed at Tenant's expense, and Tenant shall be solely and wholly responsible to contractors, laborers and suppliers furnishing and performing such labor and material. If, because of any act or omission (or alleged act or omission) of Tenant, any construction or other lien, charge or order for the payment of money shall be filed against the Premises, or against Landlord (whether or not such lien, charge or order, conditional bill of sale or security agreement is valid or enforceable as such), Tenant shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded over within ten (10) days after notice thereof.

18. **Assignment and subletting.** Tenant may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not affiliated with Tenant without the prior written consent of Landlord. Landlord shall have total discretion regarding its approval of proposed assignments or subleases.

This Lease shall be fully assignable by the Landlord or its successors or assigns. Except with the prior written consent of Landlord, which consent may be given or denied in Landlord's sole discretion, neither Tenant, nor Tenant's successors or assigns, shall assign, mortgage, pledge or encumber its interest in this Lease, in whole or in part, or sublet the Premises, in whole or in part, or permit the same or any portion thereof to be used or occupied by others, or enter into a management contract or other arrangement whereby the Premises shall be managed and operated by anyone other than the then owner of Tenant's leasehold estate hereunder, nor shall this Lease be assigned or transferred by operation of law. If this Lease be assigned or transferred, or if all or any part of the leased premises be sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, transferee, subtenant or occupant, and apply the net amount collected to the rent reserved herein, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any agreement, term, covenant, condition or guarantee hereof, or the acceptance of the assignee, transferee, subtenant or occupant as Tenant, or a release of Tenant from the performance of further performance by Tenant of the agreements, terms, covenants and conditions hereof, and Tenant shall continue to be liable hereunder in accordance with the agreements, terms,

covenants and conditions hereof. Any change of ownership in Tenant shall constitute a prohibited assignment hereunder, except to the extent of stock transfers intra-family or for estate planning purposes.

19. **Trade fixtures.** All furniture, fixtures and equipment (FF&E) installed by Tenant in connection with the business conducted by it on the Premises shall remain the property of Tenant and shall be removed by it at the expiration of this Lease. Tenant shall repair any damage caused by such removal and restore the Premises to their original condition. Landlord has no responsibility to repair or replace any FF&E owned and/or installed by Tenant. The term "fixtures" shall be deemed to include all detached or detachable restaurant and bar equipment.

    All existing FF&E currently on the Premises (see Photo Inventory file), is offered for Tenant's use, without warranty, expressed or implied. Landlord has no knowledge of the operating condition of any of the above, and all FF&E maintenance, repairs or replacement shall be the sole responsibility of the Tenant. Should Tenant desire to remove any of the existing FF&E, Landlord must be notified prior to removal. In executing this contract, Tenant certifies they have received and reviewed the Photo Inventory file. Tenant agrees that all contents shown in the photo inventory are on the premises as of the effective date of this contract.

20. **Insurance.** Beginning on the Commencement Date and continuing for the entire lease term plus any renewal terms, Tenant shall, at its expense, insure the Building against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils, full replacement cost coverage, and a loss of revenue clause. Tenant shall obtain and maintain in full force general liability, liquor liability, and property damage insurance, with both Tenant and Landlord as named insured parties, covering any and all claims for injuries to persons occurring in, on, or about the Premises, in an amount, and issued by, a company approved by Landlord. A provision in said policy will expressly include the Highway Sign for purposes of damage and liability protection. Insurance shall also contain a waiver of subrogation clause exempting Landlord from any liability for any insured loss. Tenant shall deliver to Landlord customary insurance certifications evidencing that the insurance is in effect at all times during the term of the Lease. The policy must further provide for notice by the insurance company to Landlord of any termination or cancellation of the policy at least 30 days in advance of that event.

21. **Tenant's liability.** All Tenant's personal property, including trade fixtures, on the Premises shall be kept at Tenant's sole risk. Landlord shall not be responsible or liable to Tenant for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased Premises or any part of the Building of which the leased Premises are a part or for any loss or damage resulting to Tenant or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or

plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, except as may result from and be directly caused by the gross negligence or recklessness of Landlord.

22. **Destruction of Premises.** Tenant's insurance policy shall contain a provision that replaces revenue in the event of any loss (see paragraph 19 above), so that rent continues to be paid during a period of restoration. If the Premises are totally destroyed through no fault of Tenant, the full replacement cost provision of Tenant's insurance policy referenced in Paragraph 19 shall rebuild said Premises.

23. **Mutual releases.** Landlord and Tenant, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss.

24. **Condemnation.** If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Landlord or Tenant, effective as of the date the public authority takes possession. All damages for the condemnation of the Premises or Building that is awarded for the taking shall be payable to and be the sole property of Landlord, with the exception of any award that may be separately awarded to Tenant by the condemning authority for relocation costs and the value of Tenant's personal property and tenant improvements.

25. **Indemnity.** Tenant agrees to indemnify and defend Landlord against and hold Landlord harmless from any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause regarding Tenant's use of the Premises, except for liability resulting from the intentional acts or gross negligence of Landlord or its employees, agents, invitees, or business visitors and except for liability resulting from the acts or negligence of persons occupying adjoining property.

26. **Default and reentry.** If Tenant neglects or fails to perform its obligation to pay rent when due; if Tenant neglects or fails to perform any other material covenants in this Lease to be observed and performed on its part for 10 days after written notice by Landlord of the default (or, if Tenant is diligently pursuing performance, such reasonable additional period as may be necessary to complete performance, not to exceed 30 days, unless expressly granted by Landlord); if Tenant makes any assignment for the benefit of creditors or a receiver is appointed for Tenant or its property; or if any proceedings are instituted by or against Tenant in bankruptcy (including reorganization) or under any insolvency laws, Landlord may reenter the Premises and seek to relet the Premises on any terms that Landlord, in its sole discretion, deems advisable. In the alternative, Landlord may terminate the Lease and seek to relet the

RAS

Premises on any terms that Landlord, in its sole discretion, deems advisable. Notwithstanding any termination of the Lease by Landlord or reentry by Landlord without a termination, Tenant shall continue to be liable to Landlord for rent owed under this Lease, any rent deficiency that results from a reletting of the Premises during the term of this Lease, and the cost of reletting the Premises.

Notwithstanding any reletting without termination, Landlord may at any time elect to terminate this Lease for any default by Tenant by giving written notice of the termination to Tenant. In addition to Landlord's other rights and remedies as set forth in this Lease and without waiving any of those rights, if Landlord deems any repairs necessary that Tenant is required to make or if Tenant is in default in the performance of any of its obligations under this Lease, Landlord may, on failure of Tenant to meet the obligation, make or cause repairs to be made and defaults to be cured and shall not be responsible to Tenant for any loss or damage that occurs by reason of that action, and Tenant agrees that it will immediately on demand pay Landlord's reasonable costs for curing as additional rent under this Lease.

27. **Subordination.** This Lease and Tenant's rights shall at all times be subordinate to the lien of any mortgage now or later placed on the land and Building of which the Premises are a part, and Tenant agrees to provide any mortgagee with a customary tenant's estoppel letter at the request of any mortgagee with respect to the status of this Lease or any collateral assignment of this Lease or the rents under it that Landlord may make to any mortgagee as additional security for the indebtedness secured by the mortgage. If Tenant is requested to sign any subordination agreement on behalf of Landlord's mortgagee, Tenant agrees to sign a reasonable and customary subordination agreement that includes language providing that Tenant's interest and rights under this Lease will not be disturbed as long as Tenant is not in default under the Lease. Tenant agrees not to look to any mortgagee, as mortgagee in possession or successor in title to the Premises, for accountability for any security deposit required by Landlord or any successor lessor unless the sum has actually been received by the mortgagee as security for Tenant's performance of this Lease. Nothing in this paragraph shall be deemed to indicate that Tenant is under any obligation regarding a security deposit or that Landlord holds any security deposit, and this section shall apply only if a security deposit is actually given to Landlord. If a mortgagee required that proceeds of casualty insurance or condemnation be applied to reduce the mortgage debt rather than to restore damaged or taken property, this Lease shall terminate, and neither party shall have any further obligation to the other.

28. **Notices.** Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.

29. **Tenant's possession and enjoyment.** Tenant, on the payment of the rent at the time and in the manner stated above and on performance of all the foregoing covenants, shall and may

peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.

30. **Holding over.** If Tenant does not vacate the Premises at the end of the term specified in this Lease, such holding over shall constitute a month-to-month tenancy at 150 percent of the then existing rental rate.

31. **Entire agreement.** This Agreement contains the entire agreement of the parties regarding its subject matter, and this Agreement may not be amended or modified except by a written instrument executed by the parties to this Lease.

32. **Waiver.** The failure of Landlord to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

33. **Landlord's fees and expenses.** Any fees, costs, or expenses incurred by a prevailing party enforcing the other party's obligations under this Lease, including reasonable attorney fees, shall be due and payable immediately under the Lease.

34. **Binding effect.** This Agreement shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.

35. **Time of the essence.** Time shall be deemed to be of the essence in the performance of this Lease.

36. **Effective date.** This Lease shall be effective as of the date first stated above.

37. **Michigan Liquor Control Commission License.** Within ten (10) days of the execution of this Lease, Tenant shall apply to the Michigan Liquor Control Commission ("MLCC") and the Township of Ypsilanti, for a Liquor License.

    In the event that the MLCC or Township of Ypsilanti requires any repairs or modifications to the Premises in connection with the granting of the Liquor License to Tenant, Tenant shall have the option to either (a) make such repairs or modifications at its sole cost and expense, or (b) terminate this Lease upon five (5) days prior written notice to Landlord.

    When Liquor License is granted, Tenant shall have the obligation at all times to maintain the Premises and the business operations in compliance with MLCC rules and regulations, and to keep the Liquor License free and clear of all liens, claims, and encumbrances, including without limitation, tax liens issued by the Michigan Department of Treasury. Failure to do so constitutes a default of this lease.

    It is expressly understood that as a material consideration for Landlord entering into this

IN WITNESS WHEREOF the parties have executed this Lease as of the Effective Date.

LANDLORD	TENANT
2111 Rawsonville, LLC, a Michigan limited liability company	**Spoonfull's LLC, a Michigan limited liability company**
By: Rita J Stillwagon TRUSTEE, MEMBER	By: Angel Wadsworth
Rita J. Stillwagon, Trustee,	**Angel, Wadsworth**
Rita J. Stillwagon Revocable Living Trust	Its: **Member**
Its: **Member**	

JOSEPH PHILLIP DENIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires March. 15, 2025
Acting in the County of Washtenaw

7/2/19

RPS

Spoonfulls

Table of Contents

1. Executive Summary
2. Mission Statement
3. SWOT Analysis
    a. Strength
    b. Weakness
    c. Opportunity
    d. Threat
4. Situational Analysis & Assessment
5. Market Opportunity and Potential
6. Market Segmentation
7. Product Differentiation & Positioning
8. Statement of Marketing Strategy & Goals
9. Product Planning
10. Pricing
11. Location Strategy
12. Promotion
13. Projects of Cost, Sales, & Profits
14. Summary & Conclusion

Spoonfull

Executive Summary

The stereotype against Soul Food is that it's all laden with butter and cream and deep-fried. If you have ever seen Paula Deen's cooking show, you could certainly see how this conception has been created. However, there are many layers of flavor and spices that go into classic soul food dishes including specific techniques that add complexity. In addition to mentioning everything isn't fried, there are roasting and barbequing meats that are widely celebrated, seafood boils that bring out the best flavors of all ingredients in a slow cooking process. Soul food meals also include veggies that are also prepared in a slow cooking process to deliver a flavor unlike any other. Soul food takes its origins mostly from Georgia, Mississippi, and Alabama, a collection of states commonly referred to as the Deep South. During the Transatlantic Slave Trade, enslaved African people were given meager food rations that were low in quality and nutritional value. With these rations, enslaved people preserved African food traditions and adapted traditional recipes with the resources available. Over time, these recipes and techniques have become the soul food dishes we are familiar with today. This food genre, now associated with comfort and decadence, was born out of struggle and survival.

Soul food has a rich and important history that ties Black culture to its African roots, and that history is deeply reflected in the staple recipes and techniques. In soul food cooking, there are four key ingredients that establish a historical link to America's dark slavery past and the African cultures that the enslaved carried with them.

Mission Statement

Spoonfulls will consistently use high quality ingredients to freshly prepare meals with the purpose of introduce more people to the taste of soul food. We aim to bring families together and in safe environment to create memories. Lastly, the restaurant will focus on providing a second to none work environment that is built on family to drive employee retention and engagement. This restaurant is a family owned and operated business.

SWOT Analysis

"The SWOT analysis provides the strength, weakness, opportunity, and threat that the restaurant may encounter" (Finch, 2012). This analysis is extremely important to a business because being in the know about the strengths and weaknesses will better prepare the owner for long-term success when problems arise. The strength of Spoonfull will show the potential soul food has within the marketplace. Weaknesses are just as important because it will show where the opportunities for improvement are. Once the opportunities are discovered the restaurant can then determine an action plan that can lead to improvement or create a plan that brings flexibility to the restaurant for tolerance. This may also give insight to a new market or area of the business that can be created to increase revenue or better operations. For instance, adding a delivery service to a restaurant that didn't have it before. Finally, the threat is an area that is extremely important. The restaurant must know what stands in the way of success. What will make the restaurant a failure? This is where the restaurant must make a high priority and strengthen this area.

Strength

The strength of Spoonfull is in the quality of food. Only fresh ingredients are used in every menu item. No pre-packaged nor preservatives used in any items. Spoonfulls recipes are all derived from a traditional recipe book that comes from the family of the business. Spoonfulls also has one trained chef who attended culinary school and specializes in preparing meat. The catering service is also a strength of the business. Catering gives the business a opportunity to create convenience for a family, event, or reception that needs simplicity from a reliable restaurant to prepare as well as deliver well prepared food. Having a strong management team with great leadership qualities is what will bring this all together as a success.

Weakness

The biggest weakness for the restaurant will be funding. There will have to be a healthy balance between price to generate good traffic flow as well as cost of goods to meet profit margins. This will be a high cost market due to the nature of the product and the quality at which is provided. Offset for this would be to have a liquor license to increase check average and profitability of the check.

Opportunity

One major opportunity for this restaurant is the ability to gain new customers who are not familiar with soul food or who are not interested in trying. One way to improve and challenge this opportunity is to be active in the community. Spoonfulls looks to be a part of local sports activities as a sponsor for youth athletics. Ideally with donating jerseys that uses the restaurants local. Spoonfulls will also utilize local bands to play music on Friday and Saturday nights as a way to promote local musicians.

Threat

The threat to Spoonfulls is the location itself. The restaurant is within the old Woodstone Grill that had a bad reputation for both service and quality of food. Spoonfulls will aim to address the concerns of the community and make this a location many people love. In addition to the location as a threat, there are six fast food restaurants at the same highway exit as well as one dine in restaurant. This brings challenge to gaining the new guest when there are so many options. Though, none of them will have a bar. This will set Spoonfulls a part from the pack.

Situational Analysis & Assessment

In today's world, fresh ingredients are just as important as eating healthy. More and more people are moving away from pre-packaged and frozen food to bring more quality to their meals. "There are multiple studies that suggest using fresh ingredients lowers the chances of having a heart attack or stroke" (Shah, 2017). "Many people are becoming aware of the harmful ingredient in preservatives and pre-packaged foods" (PETA, 2017). A consumer can purchase all the ingredients we use in our restaurant from a grocery store and prepare meals themselves, but there aren't many restaurants willing to reduce productivity by cooking all menu items from scratch and using fresh ingredients on a daily basis. This puts Spoonfulls in a league of their own. All the restaurants mentioned above all carry menu items that are not fresh. Being able to get fresh ingredients that have not been in contact with pesticides and other artificial substances as well as avoiding processed foods, are excellent ways of eating healthier and improve your health. Fresh ingredients also retain a lot more nutritious value compared to processed foods that have been adulterated, and in many cases, exposed to preservatives and other such chemicals.

Market Opportunity & Potential

Van Buren, Michigan has great potential for a restaurant of this nature. First, there is only one restaurant that has similar menu architecture within a five-mile radius. Secondly, there is

only one bar within a mile. This Bar isn't easily assessable. At this highway exit, there are only fast food restaurants and one dine-in restaurant. This gives us an advantage due to delivering higher quality items.

The direct marketing campaign will target the residential audiences. This will be the primary key to initial success. Utilizing direct mailers to spread awareness about the restaurants grand opening will drive traffic and excitement to the restaurant. Especially to the consumer that really enjoys soul food. There will short term coupons to help drive local traffic to the restaurant to bring customer that ordinarily wouldn't be there. Customer service and satisfaction will be a high priority as mentioned above. This restaurant will be a leader in the food industry for guest satisfaction, food quality as well as great tasting food.

Market Segmentation

The primary target audience would be between the ages of 21-35. The secondary target audience would be families. Ideally, Spoonfull would utilize the bar and live music as a way to create a destination that is appealing to consumers who would spend their income on good food, a drink, and live music. "The demand is high for restaurants of this style" (NRA, 2017). This will be the only restaurant of its nature in the area. The food can be enjoyed by all ages and the music will be tasteful for many generations.

This restaurant may have more appeal to men than woman. With the bar like atmosphere at one end of the restaurant and more of casual dining on the other, Spoonfulls has the ability to meet the needs of many audiences. Through statistics, men appear to enjoy soul food more than woman. This is due to the spices and the amount of meat on each plate, not to mention the beer for sale. This market has a lot of opportunity for a restaurant of this nature. The restaurant fits

well with the local crowd and will be an immediate success. It's not that everyone in the city seeks soul food, this is just a one of the options. The bar will give the restaurant the competitive advantage it needs to really become a leader in the market.

Product Differentiation & Positioning

Spoonfulls will establish itself in the community as an alternative for fast food restaurant and other dining restaurants. This restaurant will not be marketed as a replacement but rather an alternative option for those looking for a fresh ingredients, great taste, and a sought after environment. With this said, there is no restaurant in the immediate area with a similar menu. This will allow the restaurant to exist outside the norm and grow off of the demand for the meals. Primary competitors will be casual dining restaurants, local catering companies, and bars. Other competitors are popular quick service burger chains, fried chicken, and pizza. Spoonfulls will also secure its positioning by providing a delivery service for a catering platform. As mentioned previously, Spoonfulls will look to deliver a great tasting product and deliver a great customer experience for easy ordering, delivery, and setup. The catering platform is set to be phase two of business growth. The third phase of business growth is to utilize a food truck at community events to build brand awareness.

Statement of Marketing Strategy & Goals

The product has to be desirable and worth marketing. The marketing for the restaurant has to generate appeal so it has to be believable. The food and the great customer service will be the pillars that hold the restaurant up. Social media will also help generate buzz about the restaurant. During the grand opening, the restaurant would have people sign up to receive push

notification for new promotions as well as coupons. Guest feedback will be extremely important for the restaurant. This will allow the restaurant to keep high standards. Each customer will have an opportunity to provide feedback by following the instructions outlined on their receipt. Spoonfulls will lay the foundation by being active in the community and creating relationships with customers as well as business partners. This will have the biggest impact to driving sales.

Product Planning

Spoonfulls will have a large menu to appease all customers. To plan for such a great tasting menu, Spoonfulls will utilize social media to let its customers select menu items they would like to see continued each year, added, and those they would like to see removed. This will be a voting poll and the winning meals will be debuted each year. This will keep the menu fresh and builds engagement from the consumer. Spoonfulls will have an impressive Point-of-Sale system that will be considered state of the art. This type of POS system will grant the management team inventory deductions as items are being ordered. Wi-Fi will be provided for the customers. The atmosphere will be welcoming for people wanting to relax after a long day at work or to go out with friends to have a good time. Spoonfulls will also utilize the Internet to have a website that will show the full menu and allow customers to place orders from there as well. Also, the Internet will be used for social media to provide other channels for marketing. Platforms like social media are free and allow the restaurant to keep marketing cost down by using them. After the restaurant is established and open for a full calendar year, the restaurant will began to focus on getting food trucks out and into the community. This step will began with only one truck to determine the profitability of the platform. Once deemed profitable, the restaurant will rollout more trucks to provide products at community events and sporting outlets.

Pricing

This area is extremely important to the success of the product. The price point could make or break the success of the restaurant. Spoonfulls will compete with casual dining type restaurants but will be at a fraction of the cost. The average meal will be priced at $11.25.

Location Strategy

The location of Spoonfulls is important to the success of the restaurant as well. Traffic analysis will be conducted to make sure the restaurant selects a location with high traffic flows. This area will need to be a location where the population is high but has minimum outlets for people to hangout and socialize. This will draw traffic to the location. The location is on Rawsonville rd exit, which has high traffic flow. There is a daily count of 15,000 to 25,000 cars. This is also a very convenient location to access. Since there is only one bar like location in the immediate area, this restaurant will draw popularity from the very beginning. Looking at this from a trade area size of 6 sq miles, the population size is 10,000 people as of 2017. Increase this to 19 miles we have a population size of over 30,000 people. Ideally, this will be a great location for a restaurant.

Promotion

Spoonfulls will use online venues to promote the brand. These venues will consist of Facebook, Instagram, and Twitter. During the grand opening participates will be allowed to post comments on the restaurant in real time. It will be extremely important to have a great grand opening because a lot of people will be talking about it. Other promoting will come from networking during local events with other businesses in the area. One reward option that will be provided to the customer is a loyalty text program. This program will generate new customer but an existing customer texting a friend the link to the website for them to sign up to our

promotions. Once the user signs up, both parties will be given a coupon to use on their next visit. Groupon has been an Internet sensation for promoted a company's coupons. The brand will follow suit and use this platform as well to see if it generates traffic. All offerings will be different for each platform to so the amount of incidents can be tracked. This will allow the restaurant to know which venue generates the most repeat traffic and new traffic. Discounts for catering meals will be promoted in for 6 months throughout the year to generate the platform.

Projections of Costs, Sales, & Profits

Finances are very important to the start of a company. If not carefully planned, the company could lose everything before they start. Creating a budget and following through on that budget will be a key factor in the success of the restaurant. The second part of this is focusing on driving sales to increase profit margins. The restaurant build out is only interior cleaning, painting, and equipment. There is no major construction as the building already exists and was previously a diner. There are two current investors in this project. From a projected sales standpoint, the restaurant is projected to have a strong opening due to the all the buzz around the restaurant for about three of four months.

Sales will taper off quickly and the restaurant will look to catering to mitigate the loss in sales. This platform won't mitigate the entire loss in sales, but it will certainly soften the blow. Due to the start-up cost being so low, there will be a profit for the restaurant in its first year. From a sales plan standpoint, the restaurants plan is to become a million dollar company within five years. The second year, Spoonfulls will profit 12%. This is driven by the start up cost paid back, increase in sales, and better operations to generate a better rate of flow thru. Although, after the first year the restaurant will see a huge spike in sales, they will also not see a similar increase in profit year after year. On a five year plan the restaurant will make a profit and

become a million-dollar company and bring in a profit of over 60 thousand the first year. Wages will be a big factor in this market. Minimum wage is Michigan is $9.45. Though in this market the average is between $10-10.50. In order to keep employees, the restaurant will have to pay more than the average.

Initially when the restaurant first open, sales will be higher than expected because of the excitement about the restaurant. The restaurant must make a very good first impression with the food quality and level of customer service to generate repeat visit and spread of word of mouth advertising. The plan is for the first year the restaurant will make profit and halfway through the following year the restaurant will begin trending up in profits. Projections place the restaurant reaching over a million in sales no later than the five-year mark. Food trucks will be added to increase sales within year two. This will generate a second line revenue that will be calculated outside the sales of the restaurant. The food trucks bring a much lower overhead cost.

Operations from Spoonfulls will generate $14,000 per week. The following chart represents how the restaurant can break even the first year.

Start-up Cost	Start-up Cost		Monthly Cost	Monthly Cost
Legal Documents	$200		Rent and Utilities	$4,500
License/Insurance/ Permits	$1,850		Labor/Benefits	$20,000
Soft opening	$4,000		Supplies/Food	$20,000
Equipment/Supplies	$15,000		Cash	$3,000
Technology	$2,000		Total Monthly Cost	$47,500
Build-out cost	$2,000		First Year Cost	$570,000
Total Start-up cost	$25,050		Total	$595,050

References

Daley, J. (2017). An investigative report on franchise profiles. Retrieved from https://www.entrepreneur.com/article/228698#

Finch, J. (2012). *Managerial marketing*. San Diego, CA: Bridgepoint Education, Inc.

Logsdon, K. (2017, December 19). Washtenaw County is healthiest in Michigan, study says. Retrieved from http://www.mlive.com/news/ann-arbor/index.ssf/2017/12/washtenaw_county_is_healthiest.html

National Restaurant Association (NRA). (2017). 2017 state of the industry. Retrieved from http://www.restaurant.org/news-research/research/soi

Pace, G. (2011). The cost of setting up a restaurant. *Inc*. Retrieved from https://www.inc.com/articles/201111/business-start-up-costs-restaurant.html

March 1, 2020

Fellow Board Members & Attorney Winters,

So as to hopefully assist you in the March 3rd Work Session, as it pertains to the forthcoming discussions on why the Ypsilanti Township Liquor Commission (Larry Doe, Jimmy Wilson and Stan Eldridge) recommended the denial of the "Class C" Liquor application of Kevin Green & Kaila Wadsworth appearing on behalf of the Spoonfulls Great Soul Food LLC, I have put together a brief review of the meeting discussion, which was held in December 2019, and how the decision was ultimately reached in concert with, and approval of, the applicants.

During the December 2019 Ypsilanti Township LCC meeting, all of the Commissioners were in attendance, along with Mr. Green and Ms. Wadsworth. The name of the person on the on the State of Michigan L.A.R.A. application, which is the same name on the property lease agreement, Angel Wadsworth was not present during the meeting. The meeting was held in the 1st floor conference room of the Civic Center, as all previous LCC applications have been held.

Commissioner Doe led the discussion during the meeting and the questions asked of the applicants were standard from previous LCC application meeteings, in that they revolved around asking the applicants to provide a bit of background on themselves and to provide an overview of their experience in operating the type of business that they were proposing, what they would like their business model to be and why a liquor license was needed at this time.

The commissioners had the applicants township liquor license application in front of them, along with a report from the YPTW Fire Marshal, Dan Kimball, and the full report from Township OCS Director Mike Radzik, which is one of, if not the, longest report that I recall having reviewed during my time on the commission.

Mr. Green took the lead in providing information to the commission and during his time he explained that he worked full-time (Monday through Friday) for the Tim Horton's corporation in an administrative position. He also explained that he had previously worked in the food service industry on the operations side and he was at a point where he and his family would like to open their own business in Ypsilanti Township and they felt that a liquor license would enhance the operation. Mr. Green advised that he and his family were relatively new to the community, within the past few years.

After Mr. Green completed his comments, his sister, Ms. Wadsworth began a similar discussion and advised the commissioners that she had worked at various fast food restaurants and had held a wide variety of jobs, including that of being an over-the-road truck driver. Both applicants were pleasant in their demeanor throughout the discussion. No business plan was presented to the commission by either applicant during the course of this meeting.

During the period of questions from commissioners, it was learned that Mr. Green (who had the most experience in the industry but had never previously operated his own food business) would not be working at the restaurant on a day-to-day basis, but rather would be stopping in on the weekends to order supplies and maintain the financial records.

Rather, it would be Ms. Wadsworth and their mother, Angel Wadsworth, who would be operating the business on a regular basis, neither of whom had any previous experience in operating a business of this type (based on the information presented to the commission). This was the first area of concern to the commissioners, as it was felt by the commissioners that experienced operators are essential to the long term success of the business.

The applicants discussed that it was their hope to make this a location for families to eat, and if so desired to enjoy an alcoholic beverage during their dinner. It was also expressed by the applicants that they would also be looking to bring in musical entertainment (I believe that they mentioned Jazz music) from time to time for their customers to enjoy.

Commisioners Doe and Eldridge explained that a concern of the commission (and most likely the full board) would be the lack of experience and the inability of the applicants to provide any past experience, or a successful long term track record, for the commission to review. It was further explained to the applicants that previously the commission, as well as the full Board of Trustees, had denied the request of an application (husband & wife) just a few short years ago that was very similar in many ways to that of themselves with one notable difference. The previous applicants had much more experience, including a catering service, in the industry of food operations and sales, but had not shown any previous experience of success with a day-to-day food operation business with a liquor license. These previous applicants ultimately failed to maintain their business in a successful fashion and were out of operation within a short time frame. Thus the decision of the commission to seek a successful track record was appropriate.

As well, it was explained to the applicants that Ypsilanti Township has but a limited number of Liquor Licenses available for approval, and thus the commission and the Board must be diligent in their reviews and confident that the business have a chance for long term success and viability.

To this area, I would submit a portion of the report from Director Radzik wherein he recommends a denial of this specific application.

Liquor License Statuses & History

There is a valid Class C license for use at the subject location that has been held in escrow since the most recent previous business known as Woodstone Grill closed and the corporation was dissolved. According to Michigan Liquor Control Commission records, the licensee has apparently sold the license, and a transfer of ownership and location to Ann Arbor Township is pending with the state. Prior to the Woodstone Grill, the building was occupied by Spirits Lounge which was granted a new Class C license by the Board of Trustees in 2011; Spirits closed and sold the license to the Woodstone Grill. Prior to Spirits Lounge, the building was occupied by Lone Star restaurant, which used a Class C license transferred from Ann Arbor.

The fact that the Board of Trustees previously granted a license for use at this location, and the fact that the license is now pending transfer for use outside of the township, is the exact situation that must be weighed and considered when evaluating application for a new license at the same location.

Ypsilanti Township has 36 retail on-premise liquor licenses assigned to the jurisdiction pursuant to Michigan's licensing quota system. Of the 36 licenses, 29 have been issued, 1 is allocated but not yet issued, and 6 remain available for local approval.

Of the 30 licenses that have been approved by the Board of Trustees to date:

- 13 are actively in use in Ypsilanti Township
- 3 are held in escrow (including 2111 Rawsonville Rd pending transfer to Ann Arbor Twp)
- 1 is approved and allocated but not yet in use (2800 Washtenaw Ave)
- 13 have been transferred to other jurisdictions in Washtenaw County and continue to count against Ypsilanti Township's quota

The fact that half of the licenses approved by the Board of Trustees are being used outside of Ypsilanti Township is problematic and detrimental to economic development. The township has repeatedly lodged complaints with state officials and has tried unsuccessfully to influence a change in state regulations to prevent even more licenses from being lost. Public sentiment that there aren't enough restaurant venues in the community is due, in large part, to the loss of 13 liquor licenses given to businesses that failed and sold their valuable asset on the private market. The $1,000 cost of a new license from the Board of Trustees pales in comparison to the estimated $50,000 to $75,000 price on the private market for a license held in escrow.

To date, there are 22 retail on-premise licenses held in escrow in Washtenaw County, many of which may be available to purchase for use at this location. For the totality of reasons discussed here, I respectfully recommend against granting a new Class C license from the township's limited number of available licenses.

Based on this information, we gave the applicants a brief overview of many of the concerns within Director Radzik's report and how the State LCC Office has indicated to the township that even if an agreement is entered into with any applicant that sets forth that the Liquor License will not leave the township in the event that the business is not successful and closes, the LCC has indicated that they will not enforce such a restriction and the license holder will not be bound to such an agreement.

The discussion with the applicants then turned to working towards a possible solution that would provide the township with a level of comfort and still allow the applicants to reach their ultimate goal of operating a restaurant with a Class Liquor License within Ypsilanti Township.

The resolution that was discussed, and agreed upon by both applicants, was that the applicants would come back to the Ypsilanti Township LCC in no less than 18 months and no longer than 24 months so that they could hopefully present to the Commissioner's a long term track record of operating a business that would indicate a better probability of success.

The applicants were also advised that they could seek to purchase a Class C Liquor License out of escrow, to which the applicants indicated that they could not afford to do so.

In conclusion, based on the history of the commission denying previously similar applicants (who had more experience and a longer track record), the fact that the current applicants lack managerial experience in this type of a business (including the applicant with the greater amount of experience not being a daily presence) and in concert with the comments and concerns of OCS Director Radzik, the application was unanimously denied by all 3 commissioners at this time.

However, as previously noted, if the applicant come back before the commission in 18-24 months we will again review the application and all applications fees will be waived. All parties left the meeting that evening in agreement in how to proceed forward in the best interests of all parties.

There is additional information that I, or other commissioners, can share if requested, including a review of Director Radzik's report (as some of the information is not for public view per Director Radzik) and the application submitted by Mr. Green and Ms. Wadsworth.

REVIEW AGENDA

A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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

Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE•YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS •
JIMMIE WILSON, JR.

REGULAR MEETING AGENDA

TUESDAY, MARCH 3, 2020
7:00 P.M.
REVISED 3-3-2020

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
   A. MINUTES OF THE JANUARY 21, 2020 WORK SESSION AND REGULAR MEETING
   B. STATEMENTS AND CHECKS
      1. STATEMENTS AND CHECKS FOR MARCH 3, 2020 IN THE AMOUNT OF $895,769.03
5. ATTORNEY REPORT
   A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. RESOLUTION 2020-01, ADOPTION OF UPDATED MASTER PLAN
   (TABLED AT THE FEBRUARY 18, 2020 REGULAR MEETING)

NEW BUSINESS

1. REQUEST TO APPROVE THE REVISED SITE PLAN, REVISED AND RESTATED DEVELOPMENT AGREEMENT AND FOURTH AMENDMENT TO THE MASTER DEED AND BYLAWS FOR CRYSTAL PONDS CONDOMINIUMS
2. REQUEST TO APPROVE AGREEMENT WITH GEI CONSULTANTS TO PROVIDE PROFESSIONAL SERVICES TO COMPLETE THE FIVE YEAR CONSULTANT SAFETY INSPECTIONS AS REQUIRED BY THE FEDERAL ENERGY REGULATORY COMMISSION (FERC), CFR 18, PART 12, SUBPART D OF THE COMMISSION'S REGULATION IN AN AMOUNT NOT OT EXCEED $43,900.00 BUDGETED IN LINE ITEM #252-252-000-801-000
3. RESOLUTION 2020-05, TEMPORARY ROAD CLOSURE REQUEST FOR OBERUN 5K ON JUNE 26, 2020
4. RESOLUTION 2020-06, TEMPORARY ROAD CLOSURE REQUEST FOR "RUN SCREAM RUN" 5K, 10K, AND KID'S MILE RUN ON OCTOBER 10, 2020

5. RESOLUTION 2020-07, 2020 MICHIGAN RECREATION PASSPORT GRANT FOR CLUBVIEW PARK

6. RESOLUTION 2020-08, 2020 MICHIGAN LAND AND WATER CONSERVATION FUND DEVELOPMENT GRANT FOR COMMUNITY CENTER PARK

7. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF A RECTANGULAR RAPID FLASHING BEACON (RRFB) IN THE AMOUNT OF $25, 604.87 BUDGETED IN LINE ITEM #101-446-000-818-022 AND TO APPROVE A TRAFFIC CONTROL DEVICE AGREEMENT FOR MAINTENANCE OF THE DEVICE

8. REQUEST TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH HWA ANALYTICS FOR PROJECT LEAD AND GRANT ADMINISTRATION SERVICES FOR PROJECT WITH REGION 2 PLANNING COMMISSION

9. REQUEST TO APPROVE PURCHASE AGREEMENT WITH DTE FOR YEARLY OPERATION COSTS OF $16,362.00 FOR FIFTY (50) LIGHTS ON US 12 BUDGETED IN LINE ITEM #101-956-000-926-000 (INSTALLATION COSTS FOR THE LIGHTS IS BEING PAID BY THE WASHTENAW COUNTY ROAD COMMISSION)

10. REQUEST AUTHORIZATION TO WAIVE THE FINANCIAL POLICY AND AWARD THE PURCHASE OF SECURITY CAMERAS FOR 14B DISTRICT COURT TO CONTI IN THE AMOUNT OF $12,737.73 BUDGETED IN LINE ITEM #266-301-000-977-000

11. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE TO DIUBLE EQUIPMENT FOR THE PURCHASE OF TWO ZERO TURN MOWERS IN THE AMOUNT OF $23,800.00 TO BE BUDGETED IN LINE ITEM #101-774-000-977-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

12. REQUEST FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1175 NASH AVE. BUDGETED IN LINE ITEM #101-950-000-801-023

13. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR VILLAGE AT MAJESTIC LAKES AND MAJESTIC LAKES ESTATE ON APRIL 21, 2020 AT APPROXIMATELY 7:00PM

14. REQUEST TO ACCEPT THE RESIGNATION OF BRENDA STUMBO FROM THE YCUA BOARD AND TO APPOINT GLORIA PETERSON WITH A TERM ENDING DECEMBER 31, 2020

15. REQUEST TO SEEK SEALED BIDS FOR GARBAGE, RECYCLING AND YARD WASTE SERVICES CONTINGENT UPON APPROVAL OF THE BID SPECS BY THE TOWNSHIP ATTORNEY

16. BUDGET AMENDMENT #3

AUTHORIZATIONS AND BIDS

1. REQUEST TO AWARD THE LOW BID FOR THE PURCHASE OF A SKYJACK 3226 SCISSOR LIFT FROM TO UNITED RENTALS IN THE AMOUNT OF $13,905.00 WITH $10,000.00 BUDGETED IN LINE ITEM #101-265-000-977-000 AND $3,905.00 BUDGETED IN LINE ITEM #252-252-000-977-000

OTHER BUSINESS

BOARD MEMBER UPDATES

PUBLIC COMMENTS

CONSENT AGENDA

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 18, 2020 WORK SESSION

Supervisor Stumbo called the meeting to order at approximately 5:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Stumbo, Clerk Lovejoy Roe, Treasurer Doe
Trustees: Eldridge and Ross-Williams

Members Absent: Trustees: Jarrell Roe and Wilson

Legal Counsel: Wm. Douglas Winters

1. 2020 DTE GAS UPGRADE …….. BOB HENDERSON AND MOLLY LUEMPERT-COY (see attached)

Molly Luempert-Coy, DTE Regional Manager introduced the other DTE Representatives.

Kyce Soerries, Project Manager, stated they have approximately 3000 miles of legacy gas main in their system throughout the State. He said they are approved through the Michigan Public Service Commission for an 18 year pace to retire all of that gas main. He said they have a risk model that indentifies the areas that are at most risk and they follow that when deciding where to begin. He said in 2020 they proposed to do phase I and II, which consist of about five miles of legacy gas mains scheduled for retirement. He said over the next 18 years they would be spending about $3.5 billion dollars across the state to retire 3000 miles of legacy main. He stated they would be installing 6.8 miles of new gas mains over the next year. He said they would move gas meters to the outside of homes, which will eliminate DTE entering homes for maintenance. He said this would enable them to facilitate more frequent, comprehensive maintenance at absolutely no added cost to customers.

Brandon Francis, MEP Project Management presented a power-point presentation to the Board. He said the new meters would improve safety and

reliability. He said upgrades include new pipes and service lines with new and improved materials to minimize gas leaks. He said this would enable remote meter shut off response to gas leaks. Mr. Francis said he would be handling the day-to-day communication and scheduling with the residents. He explained the process for explaining the program to Ypsilanti Township Residents.

Clerk Lovejoy Roe asked for a list of streets that would be affected. DTE representatives agreed to provide a map of streets to be impacted to the Township.

Brandon Francis stated he would provide a map of streets to the Township.

Treasurer Doe asked how long the gas would be off, if they re-light pilots after the gas is turned back on and if the resident is not home how would you go about re-lighting the pilots.

Brian Valrance said the gas would be off about an hour and if residents were not at home there would be a number to call to have DTE come back out to re-light the pilots.

Trustee Ross-Williams asked what type of protection would they be doing to keep verments from coming into those neighborhoods when they would be digging up the ground to put the new pipe down.

Brian Valrance stated they install the pipe using a directional drill method. He said using this drill method would be less disruptive to the ground. He said they truck out existing soil and bring in clean fill and compact it in the ground that was disturbed. He said they were permitted with the Road Commission and stated they are also held to their standards.

Trustee Ross-Williams asked if there was another area they could start with since the McCarthy area was currently going through an infestation of rats. She said she did not want to interrupt the elimination of the rat population by starting a new project without completing the rat problem. She said if possible, she would like

DTE to start their project in a different area until the rat situation was completed and then they could start on the McCarthy area.

Mr. Valrance stated they could check with their engineering group. He said they might have some flexibility with where they would begin.

2. 2040 MASTER PLAN PRESENTATION ……. JASON IACOANGELI AND MEGAN MASSON-MINNOCK

(see attached)

Jason Iacoangeli, Planning Director stated they were here tonight to explain the 2040 Master Plan for Ypsilanti Township. He said this project began in 2018 and they are at the final finish line before it is adopted. He said those who have seen the plan and worked on the plan are very excited about implementation.

Megan Masson-Minnock, Carlisle Wortman, stated they had robust community engagement in designing this plan. She explained the Master Plan with each area using a slide presentation. She explained the plan includes preserving agriculture, open spaces and natural features. She said there is an emphasis on preserving and improving existing neighborhoods. Ms. Masson-Minnock stated this plan includes the re-development of Gault Village. She said each individual neighborhood will preserve its' unique character. She said this plan includes a variety of land uses to include single family, attached and multiple family housing with both commercial, office, institutions, and parks throughout the Township.

Supervisor Stumbo stated she had a phone call from residents concerned with multiple residential development in Gault Village as a future land use. She questioned that if multiple housing was a future land use we would be required to approve a re-zoning if petitioned.

Megan Masson- Minnock stated they could request a re-zoning to multiple family and there was multiple family shown in the concept drawing. She said that the concept drawing and the master plan are to act as guides. She said so if the community came out strongly stating that they did not want multiple family

development in Gault Village and if the board looked at it and agreed then that probably would not happen.

Supervisor Stumbo stated that her understanding was that if you have a future land use that has a designation as a legal standpoint its' hard to deny it. She said because it means as a community that's what we see as our future.

Ms. Masson-Minnock stated that in Gault Village there were several land uses, not just one, and just because it is there she said that doesn't mean you have to accept it and re-zone.

Supervisor Stumbo stated she was very concerned that if it states multiple family you have to accept it.

Jason Iacoangeli stated that historically, multi-family was always used as a buffer between commercial and single family development. He said usually you do not want to back up single-family homes with commercial development. He said you might use multiple to buffer commercial from single family to separate single-family homes from commercial. He said this plan is flexible to help the board be flexible in deciding what they want in that area when a developer is interested in the property.

Clerk Lovejoy Roe stated that she feels the Township has enough rental, multiple housing. She said she believes it would be a different situation if you were looking at multiple zoning as condos. She said residents are requesting condo development.

Jason Iacoangeli stated that the Master Plan offers that option if a developer comes in the Township can tell them exactly what they want. He said the market in real estate would drive whether we have condos. He said the Master Plan sets the table to help show developers what the Township is looking for.

Trustee Eldridge stated this plan offers the flexibility that we haven't had before.

Ms. Masson-Minnock stated that the Neighborhood Transition Districts do state that Neighborhood Transition is primarily multi-family and from what has been discussed tonight that should be changed to exactly what is on the map.

Trustee Ross-Williams stated that flexibility was great but can you be too flexible. She said if you have such a broad definition and if a developer wanted to come in and put something not suited with the neighborhood you would get a lot of push back from the developer. She said she wasn't saying not to be flexible but maybe instead as it relates to the neighborhood it should say what the options are. She said if it is too broad someone might try and take advantage of it.

Mr. Iacoangeli stated this plan is just setting the table and that zoning would be used to get more specific. He said this is the first step before we can weigh into the zoning part. He said this is a board perspective to give people to tell them what the Township is looking for in these areas.

Supervisor Stumbo would like the wording to be different stating that it may include multi family development.

Mr. Iacoangeli stated he would have Ms. Masson-Minnock make the changes that were discussed tonight and they will get it back to the board for the next meeting.

AGENDA REVIEW

Supervisor Stumbo stated that Clerk Lovejoy-Roe would like to go to agenda item 11 because the consultant for this item was present.

11. REQUEST TO APPROVE MEMORANDUM OF AGREEMENT BETWEEN GREATER ANN ARBOR PROSPERITY REGION 2 INITIATIVE AND THE CHARTER TOWNSHIP OF YPSILANTI AND ACCEPT GRANT IN THE AMOUNT OF $26,690.00

Kim Hill explained to the Board the Memorandum of Agreement between Greater Ann Arbor Prosperity Region 2 and the Charter Township of Ypsilanti.

Clerk Lovejoy Roe stated Prosperity Region 2 was giving the Township the dollars and then as different projects or milestones are met, invoices would come in and Supervisor Stumbo and she would sign off on them, making sure that part has been implemented. She said the goal has always been to locate a STEM facility in the Eastern part of Washtenaw County.

Supervisor Stumbo stated this is just a feasibility study and Mr. Hill will come back next month with a professional agreement to do the actual study.

The Work Session adjourned at 6:44 PM

Respectfully Submitted,

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 18, 2020 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. Supervisor Stumbo asked that they remember all our employees and others that have health issues.

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

Members Absent: none

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Kevin Green, Township Resident, stated he and his sister opened a restaurant in Ypsilanti Township, Spoonfuls, and they applied for a liquor license. He said there was a ruling made on January 21, 2020 involving the liquor license pursued. He said the ruling was that we would not be able to get the liquor license for 18-24 months. He said from the discussions he had with Treasurer Doe, Trustee Eldridge, and Trustee Wilson that wasn't the understanding he had when he left the meeting he had prior to January 21, 2020. He said he thought that if they were going to decide at a meeting on January 21, 2020 he would have been notified to be present at the meeting. He said he would like to find out how they can get on the meeting agenda to discuss this matter.

Clerk Lovejoy Roe stated she spoke with Angel Wadsworth on Friday and told her she would call her back when she researched it. She said for the January 21, 2020 board meeting the person who normally notifies individuals when their item is on the agenda went in for surgery and could not remember if she tried to notify them before she left. Clerk Lovejoy Roe apologized for a lack of notification so he could speak during that meeting regarding his application. She said she called today but the voicemail was full and she suggested they come to a work session and where you can speak to the board regarding this issue. She said you are here tonight and if you want to do it tonight, you are welcome to.

Mr. Green asked if they wanted him to go through his business plan of which he does not have with him tonight but he would try to present it.

Trustee Ross-Williams stated that what she was hearing him say was that he would like to be put on another agenda to present his plan to the board.

Mr. Green stated that would be better so he could come back better prepared. He said the issue was that they were not notified of the meeting and were unable to speak to the board.

Clerk Lovejoy Roe stated they could come to the next work session on March 3, 2020 at 5:00pm. She said if they have anything that want the board to look at ahead of time to send it to her so she could make sure it was in the board packet.

Mr. Green said he would email it to the entire board.

Angel Wadsworth stated they have a non-official petition with many signatures on it and would like to know how to make it an official petition. She said they have community members asking when Spoonfuls would be able to serve alcohol beverages.

Supervisor Stumbo stated that they do not have to be official. She said once you turn them in we accept them.

Ms. Wadsworth stated that a group wanted to utilize their restaurant but when they found out they did not serve alcohol they cancelled.

Clerk Lovejoy Roe stated they could apply for an event license and she explained how they would do that.

Arloa Kaiser, Township Resident complained about the mail. She said there is still problems with the mail.

Supervisor Stumbo stated she would talk with the Post Office again.

CONSENT AGENDA

A. MINUTES OF THE JANUARY 21, 2020 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. **STATEMENTS AND CHECKS FOR FEBRUARY 4, 2020 IN THE AMOUNT OF $711,352.86**
2. **STATEMENTS AND CHECKS FOR FEBRUARY 18, 2020 IN THE AMOUNT OF $581,465.37**
3. **CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2020 IN THE AMOUNT OF $48,728.74**
4. **CHOICE HEALTH CARE ADMIN FEE FOR JANUARY 2020 IN THE AMOUNT OF $1,147.00**

C. JANUARY 2020 TREASURER'S REPORT

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Consent Agenda.

The motion carried unanimously.

ATTORNEY REPORT

1. **GENERAL LEGAL UPDATE**

Attorney Winters stated there are many good things going on in the Township. He said we have another hotel almost completed and another new Holiday Inn Express possibly going in. He said we still have challenges with stabilizing neighborhoods, padlocked cases, nuisance, and ongoing clean up with Forbes Cleaners. He said the State is going to install a vapor mitigation system at two of the residential properties with the understanding that a third one would be installed this week. He said there would also be additional testing which may result in a couple garages being torn down and rebuilt by the State. He said the Township would be receiving their annual payment from ACM, which will be $230,000.00. He said ACM is going to receive a $10,000,000.00 investment this year, which would mean an additional $150,000.00 from ACM next year. He said Clark East Towers sent him their calculation for their pilot payment and that payment went up $4,000.00 to make their payment total $66,000.00 which is divided between 14 municipalities. He said the Township also receives an annual payment of $20,400.00, as required in the municipal service agreement, which helps the township offset their cost for police, fire response.

NEW BUSINESS

1. **RESOLUTION 2020-01, ADOPTION OF UPDATE MASTER PLAN**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Table Resolution 2020-01, Adoption of Update Master Plan until March 3, 2020.

Jarrell Roe……Yes Eldridge……..Yes Ross-Williams……Yes
Lovejoy Roe……Yes Stumbo……Yes Doe……..Yes
Wilson……Yes

The motion carried unanimously.

2. **REQUEST TO APPROVE SPECIAL EVENT POLICY AND APPLICATION**

A motion was made by Clerk Lovejoy Roe, supported by Ross-Williams to Approve the Request to Approve Special Event Policy and Application (see attached).

Michael Hoffmeister, Residential Services Director stated this would guide staff to host larger special events in our parks such as car shows, 5K runs, etc.

Trustee Ross-Williams thanked Mr. Hoffmeister for moving this forward.

Supervisor Stumbo thanked Mr. Hoffmeister for doing a great job and said we appreciate your leadership.

The motion carried unanimously.

3. **REQUEST TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN MICHIGAN RECREATION AND PARKS ASSOCIATION (MPARKS) AND THE CHARTER TOWNSHIP OF YPSILANTI AND ACCEPT GRANT IN THE AMOUNT OF $10,000.00 FOR IMPROVEMENTS AT APPLERIDGE PARK**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve the Memorandum of Understanding Between Michigan Recreation and Parks Association (MPARKS) and the Charter Township of Ypsilanti and Accept Grant in the Amount of $10,000.00 for Improvements at Appleridge Park (see attached).

Michael Hoffmeister, Residential Services Director said this will increase security lighting, increase seating and improve some of the trail connections and sidewalks at Appleridge Park.

The motion carried unanimously.

4. **REQUEST TO APPROVE THE CONNECTING COMMUNITIES PROJECT AGREEMENT WITH THE WASHTENAW COUNTY PARKS AND RECREATION COMMISSION FOR PHASE 1 OF THE HURON STREET PATHWAY**

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve the Request to Approve the Connecting Communities Project Agreement with the Washtenaw County Parks and Recreation Commission for Phase 1 of the Huron Street Pathway (see attached).

Michael Hoffmeister, Residential Services Director stated we were awarded $150,000.00 for the Connecting Communities Grant for the Huron Street Pathway Phase I and this is that agreement that locks us in to that project. He said he would make sure the agreement is the updated agreement from Attorney Winters.

Supervisor Stumbo stated this is for the connection from S. Huron River Dr. to Joe Hall Drive. She said the next phase would connect to the City of Ypsilanti with a Pedestrian walk across I-94. She said they estimate completion by July 2020.

The motion carried unanimously.

5. **REQUEST TO APPROVE ADDITIONAL SERVICES AGREEMENT WITH SPICER GROUP TO ASSIST WITH A COMPLETE STATE HISTORIC PRESERVATION OFFICE CLEARANCE AS PART OF LAND AND WATER CONSERVATION GRANT REQUIREMENTS IN THE AMOUNT OF $1,500.00 BUDGETED IN LINE ITEM #212-212-000-801-000**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Additional Services Agreement with Spicer Group to Assist with a Complete State Historic Preservation Office Clearance as part of Land and Water Conservation Grant Requirements in the Amount of $1,500.00 Budgeted in Line Item #212-212-000-801-000 (see attached).

Mike Hoffmeister, Residential Services Director stated they are using Spicer Group to assist with grant applications for upgrades at Community Center Park and Clubview Park and this is an additional service to complete the Historic Preservation Office Clearance.

The motion carried unanimously.

6. **REQUEST TO APPROVE THE MERCHANT AGREEMENT WITH GLOBAL PAYMENTS FOR CREDIT CARD PROCESSING WITH THE CIVIC REC SOFTWARE AT THE COMMUNITY CENTER**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the merchant Agreement with Global Payments for Credit Card Processing with the Civic Rec Software at the Community Center (see attached).

Michael Hoffmeister, Residential Director stated this is an agreement with Global Payments to get our credit card processing going.

Attorney Winters said his only concern with this and the next few contracts was who would keep track of these contracts with automatic renewals.

The motion carried unanimously.

7. **REQUEST TO APPROVE CUSTOMER AGREEMENT WITH TEESNAP TO INSTALL A POINT OF SALE SYSTEM AT YPSILANTI TOWNSHIP PARK GATES IN THE AMOUNT OF $5,000.00 BUDGETED IN LINE ITEM #212-970-000-975-795**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Request to Approve Customer Agreement with Teesnap to Install a Point of Sale System at Ypsilanti Township Park Gates in the Amount of $5,000.00 Budgeted in line Item #212-970-000-975-795 (see attached).

Michael Hoffmeister, Residential Services Director stated this was an agreement with Teesnap, which is the software that we use at Green Oaks Golf Course. He

said this would allow them to take credit card payments at the park gates as well as track memberships better and be able to email to our park members. He said this is an annual renewal of $5,000.00 and a 2.7% processing fee.

Trustee Jarrell Roe stated she agreed with the credit card being available to use in the township.

Supervisor Stumbo stated they would work on how to track the automatic renewals so they could be aware when it would be renewed.

The motion carried unanimously.

8. **REQUEST APPROVAL OF A CLASS C LIQUOR LICENSE FOR GREEN OAKS GOLF COURSE AS RECOMMENDED BY THE YPSILANTI TOWNSHIP LIQUOR COMMISSION**

A motion was made by Trustee Ross-Williams, supported by Trustee Wilson to Approve A Class C Liquor License for Green Oaks Golf Course as Recommended by the Ypsilanti Township Liquor Commission.

Kirk Sherwood, Director of Golf stated that the liquor board only agreed to move forward with the Golf Course and not the Community Center based on the expenses which would be needed to bring the Community Center up to the building codes.

Michael Hoffmeister stated that for rentals in the Community Center they could cater it in by a certified caterer using a licensed bartender.

Clerk Lovejoy Roe said she would like to come up with a plan to renovate the Community Center in the near future because all the code changes would only make the building safer.

The motion carried unanimously.

9. **REQUEST TO WAIVE AND REFUND THE APPLICATION FEE FOR A CLASS C LIQUOR LICENSE FOR GREEN OAKS GOLF COURSE**

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Waive and Refund the Application Fee for a Class C Liquor License for Green Oaks Golf Course.

The motion carried unanimously.

10. **REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE FOR FUNDING THE BID DOCUMENTS AND BID OVERSIGHT FOR COMMUNITY CENTER FLOORING PROJECT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Agreement with Washtenaw County for Subaward of Federal Financial Assistance for funding the Bid Documents and Bid Oversight for Community Center Flooring (see attached).

Michael Hoffmeister, Residential Services Director stated they hoped to get this flooring project completed by August, 2020.

The motion carried unanimously.

11. **REQUEST TO APPROVE MEMORANDUM OF AGREEMENT BETWEEN GREATER ANN ARBOR PROSPERITY REGION 2 INITIATIVE AND THE CHARTER TOWNSHIP OF YPSILANTI AND ACCEPT GRANT IN THE AMOUNT OF $26,690.00**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Memorandum of Agreement Between Greater Ann Arbor Prosperity Region 2 Initiative and the Charter Township of Ypsilanti and Accept Grant in the Amount of $26,690.00 (see attached).

The motion carried unanimously.

12. **REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE QUOTE TO JACK DEMMER FORD FOR A 2020 FORD ESCAPE FOR THE OFFICE OF COMMUNITY STANDARDS IN THE AMOUNT OF $22,188.14 TO BE BUDGETED IN LINE ITEM #595-595-000-985-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Waive the Financial Policy and Award the Quote to Jack Demmer Ford for a 2020 Ford Escape for the Office of Community Standards in the Amount of $22,188.14 to be Budgeted in Line Item #595-595-000-985-000 Contingent Upon Approval of the Budget Amendment.

Wayne Dudley, Operation Superintendent, Fleet Manager, said he put out the specs on MITN and had six responses. He said Mike Radzik, OCS Director requested a Ford Escape so it would match the fleet.

The motion carried unanimously.

13. **REQUEST TO APPROVE AGREEMENT WITH DETROIT ELEVATOR TO PROVIDE STATE REQUIRED ELEVATOR INSPECTIONS AT THE CIVIC CENTER**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Agreement with Detroit Elevator to Provide State Required Elevator Inspections at the Civic Center (see attached).

The motion carried unanimously.

14. **REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE QUOTE TO GALEANA'S VAN DYKE DODGE FOR A 2020 DODGE RAM 1500 FOR THE PARKS DEPARTMENT IN THE AMOUNT OF $20,451.00 TO BE BUDGETED IN LINE ITEM #595-595-000-985-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Request to Waive the Financial Policy and Award the Quote to Galeana's Van Dyke Dodge for a 2020 Dodge Ram 1500 for the Parks Department in the Amount of $20,451.00 to be Budgeted in Line Item #595-595-000-985-000 Contingent Upon Approval of the Budget Amendment.

Wayne Dudley, Operation Superintendent, Fleet Manager stated this would replace a 2003 ranger truck which will be put up for sale in the summer.

The motion carried unanimously.

15. **REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE QUOTE FROM UTILITIES INSTRUMENTATION SERVICE FOR EMERGENCY REPAIRS TO THE HIGH VOLTAGE TRANSFORMER AT THE HYDRO STATION IN AN AMOUNT NOT TO EXCEED $27,476.00 BUDGETED IN LINE ITEM #252-252-000-930-001**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Request to Waive the Financial Policy and Approve Quote from Utilities Instrumentation Service for Emergency Repairs to the High Voltage Transformer at the Hydro Station in an Amount not to Exceed $27,476.00 Budgeted in Line Item #252-252-000-930-001.

Michael Saranen, Operations Manager stated the high voltage transformer developed an internal resistance problem and all the low voltage bushings need to be replaced. He said the oil needs to be treated and de-gas it. He said if we decide not to do that, it could lead to complete failure and down time to the Hydro, which would lead to revenue loss.

The motion carried unanimously.

16. **BUDGET AMENDMENT #2**

A motion was made Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Budget Amendment #2 (see attached).

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

1. **REQUEST TO SEEK BIDS FOR THE REPLACEMENT OF FLOORING AT THE COMMUNITY CENTER**

A motion was made by Trustee Wilson, supported by Treasurer Doe to Approve the Request to Seek Bids for the Replacement of Flooring at the Community Center.

The motion carried unanimously.

2. **REQUEST TO AWARD THE LOW BID FOR BURNS PARK TENNIS COURT RENOVATION TO BEST ASPHALT IN THE AMOUNT OF $155,859.00 TO BE BUDGETED IN LINE ITEM #212-970-000-975-795 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT AND APPROVAL OF THE CONTRACT BY THE TOWNSHIP ATTORNEY**

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve the Request to Award the Low Bid for Burns Park Tennis Court Renovation to Best Asphalt in the Amount of $155,859.00 to be Budgeted in Line Item #212-970-000-975-795 Contingent Upon Approval of the Budget Amendment and Approval of the Contract by the Township Attorney.

The motion carried unanimously.

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

The motion carried unanimously.

The meeting was adjourned at approximately 7:50PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti Parks and Recreation
Application, Agreement and Policy for SPECIAL EVENT PERMITS

Thank you for considering the Ypsilanti Township Recreation Department (Ytown Parks) facilities for your special event. We look forward to having you in the park and ask that you follow these rules to ensure that your event goes smoothly and that park resources are protected. Failure to comply with these rules could result in the partial or total loss of your damage deposit. Gate fees at applicable parks will still be assessed at the time of arrival. Best wishes for a safe and successful event!

Return this application and the additional fees/forms to the Charter Township of Ypsilanti Parks and Recreation Department at least six (6) weeks prior to your anticipated event. Submitting this Event Permit Application is not a confirmation to conduct your planned event. Your application will be processed and you will receive notice of approval or rejection within two (2) weeks. Once approved it may be necessary to set up a planning meeting with Ytown Parks staff. **Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the park for the events described herein.**

APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

- ☐Application for Rental Agreement
- ☐Application Fee $30/non-refundable
- ☐Event Site Plan
- ☐Event Agenda/Activities

Rental/Permit Fees, Damage Deposits and Certificate of Insurance:
Damage deposits, facility fees, permit fees and certificate of insurance are required within two weeks following approval of permit application. Holds are placed on the calendar as a courtesy and are good for only two weeks. The items listed below must be received within the two week period to secure your date. After 15 days, courtesy holds will be released without further notice.

Checks should be made payable **to Ypsilanti Township Recreation Department** and mailed to
2025 East Clark Road, Ypsilanti, MI 48198 or dropped off at the Community Center.

Facility Rentals
In order to host a special event within an Ypsilanti Township park or facility, the rental fees are separate from any associated special event applications and fees.

Damage Deposit:
YTOWN PARKS will return any deposits within 45 days after the event. Ytown Parks will issue the refund if the rented area is found to be in the same condition as it was prior to the event. Otherwise, the department will use the deposit (or a portion of it) to clean the area and repair any damage.

Refunds
The Charter Township of Ypsilanti Parks and Recreation Department will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made less than 15 days before the event will result in the forfeiture of the entire rental fee.

Insurance:
During the performance of any and all Services under this Agreement, permit applicant shall maintain the following insurance in full force and effect:

a. General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

Entire Application Must Be Completed In Full

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of $2,000,000 annual aggregate.

d. Workers' Compensation Insurance in accordance with the statutory requirements of the Michigan Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Michigan. The Charter Township of Ypsilanti, the Township, and the officers, employees and agents of each shall be named as an additional insured under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the Township will be called upon to contribute to a loss hereunder.

Meeting:
Once the application has been received, Ytown Parks staff will contact the applicant to determine if a planning meeting is necessary. If deemed necessary, this meeting is mandatory to work out all the details of the event. Please bring your event map/layout to this meeting. The application and event guidelines will be reviewed at that time. Additionally, special event applicants may have to attend a Park Commission meeting for additional vetting.

Walk-through:
Once the application has been approved and no less than two weeks prior to the date of your event, you are responsible for scheduling a "walk-through" of your event with park staff to review your site plan. The purpose of the walk-through is to make you completely aware of all site guidelines and answer any additional questions you may have.

Vehicles and Parking:
Vehicles are not allowed on Park property (other than streets and parking areas) without prior written approval. Failure to comply with this guideline will result in a loss of deposit. Parking is permitted in designated park parking lots.

Food and Drink:
If any food will be prepared, distributed or sold at the event, each vendor must receive and hold a permit from a County Health Department.

The dumping of hot coals or grease on Park property is not allowed! If either is found after an event, the amount for cleaning and removal plus labor will be retained from the damage deposit.

Alcohol
Alcohol is strictly prohibited in Township Parks.

Trash Removal:
You are responsible for securing additional receptacles or having your trash hauled away if park containers won't accommodate the needs for your event. Bagged trash (10 bag maximum) may be placed next to a park trash receptacle after an event for park staff to remove. Trash that is not disposed of properly or overfills a receptacle may result in a loss of deposit. YTOWN PARKS will determine if the size of your event requires your rental of an outside dumpster. Dumpsters are to be placed in designated areas or as approved by park staff.

Port-O-Lets:
You are responsible for securing the appropriate number of port-o-lets (1 per 300 attendees when permanent restrooms are available. 1 per 150 attendees when no permanent restrooms are available), hand washing stations and accessible port-o-lets for your event. They should be delivered at the latest date and time possible prior to your event and removed from Park property no more than 24 hours after your event ends. Ytown Parks takes no responsibility for any damage to port-o-let(s) prior to removal. Port-o-lets are to be placed in designated areas or as approved by park staff. Provide the location of your Port-o-Lets in the event map/layout. If port-o-lets require hoses for a water source, the vendor must supply the hose.

Tents:
Charter Township of Ypsilanti Parks & Recreation is not responsible for any tents or items set up on a day prior to your event. You are responsible for scheduling security to watch over your area. Staking tents is not permitted without approval. Provide the location of your tent(s) in the event map/layout. **All components of vendor displays, including tents, umbrellas and signs, must be properly secured on all sides.**

Child Supervision:
If children are under the age of 18 and are part of the event, it is your responsibility to provide adequate supervision.

Safety:
The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Charter Township of Ypsilanti Municipal Code Section 46-61 to possess, carry, fire or discharge, or cause to be fired or discharged across, in or into any portions of the park is strictly prohibited within the Township's jurisdiction.

Copyright:
It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

Violations:
Park facilities must be used solely in accordance with the Charter Township of Ypsilanti Parks and Recreation policies and procedures; Ytown Parks retains the right to revoke a special use permit any time upon violation of your agreement of the risk or threat or a violation of your agreement. Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco, or drugs) excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state and local ordinances. Sleeping (overnight camping) in parks, golf courses, or other park premises is prohibited.

By signing and submitting this application, the permit applicant agrees to abide by the park rules and regulations and Emergency Action Plan of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the Charter Township of Ypsilanti Parks and Recreation Department Rental Agreement.

Please Read Carefully
I, as applicant or duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Charter Township of Ypsilanti Parks & Recreation Park. The applicant agrees that while renting the park or park premise, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park, including consumption of alcoholic beverages.
I _____, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the Charter Township of Ypsilanti, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

_____ _____
Signature Date

Entire Application Must Be Completed In Full

Charter Township of Ypsilanti Parks and Recreation Department
2025 East Clark Road
Ypsilanti, MI 48198
734-544-3800

SPECIAL EVENT PERMIT APPLICATION FOR PARKS/FACILITIES

Charter Township of Ypsilanti Parks and Recreation Department (Ytown Parks)
(Please Print or Type)

- Parks operating hours are dawn to dusk (must be out prior to dusk park closing)
- Permit applications must be submitted to the Department at least six weeks prior to event.
- It is recommended that Special Events be hosted in Community Parks. If requesting a neighborhood park, it is up to the discretion of Ytown Recreation Staff and/or the Park Commission.
- An application for Special Use shall not become a permit until it has been approved and signed by the Department. Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Type of Organization: (check all that apply)

☐Charter Township of Ypsilanti	☐Department-Affiliated	☐Private – Township Resident
☐Washtenaw County	☐Non-Profit	☐Private – Non-Resident
☐Other_____	Tax ID#_____	☐Profit Making
	Non-Profit Fundraising Event	☐Other_____
	Tax ID#_____	

Please complete entire application:
Date of Application: _____
Date of Proposed Event: _____

Contact Information:

1. Organization applying for Special Use Event Permit:

Organization: _____

Address: _____

Township: _____ State: _____ Zip Code: _____

Telephone #:_____ Fax: _____

2. Name of organizational **contact** responsible for managing event
(Please list the one representative that will be responsible for all communication):

Name: _____ Title: _____
Address/Phone Number (if different)

Address: _____

Township: _____ State: _____ Zip Code: _____

Telephone #:_____ Fax: _____

Entire Application Must Be Completed In Full

E-mail:_____

Event Logistics:

3. Name of event: _____

4. Type of event: (Please check all that apply)

☐Concert ☐Entertainment ☐Public Info. ☐Environmental
☐Cultural ☐Endurance ☐Sports ☐Walkathons/fitness Walk (*)
☐Reunion ☐Fund Raiser ☐Other (please explain) _____

All Events: If you are requesting that any public street be used or partially closed/blocked off or if you need additional Township resources (i.e. Fire or Street Departments), you must complete a separate request or permit through each respective party.

5. What is the purpose of the event? (Please explain and attach a detailed copy of your agenda or planned activities.)
_____
_____
_____

6. Requested Park Location: _____

Facilities in park (i.e. shelter, park, grounds, etc.):_____

*Please provide map showing parking, activity venues, first aid, etc. (Map of park included)

7. Requested date(s) and time(s) for event:

Event Activity	Starting Date	Ending Date(s)		Starting Time	Ending Time	Set-up Date/time	Tear Down Date/Time

(a) Designated date for inclement weather? (Rain date) ☐Yes ☐No
If yes, date: _____

8. Total number of anticipated participants (i.e. volunteers, spectators, walker's, etc.):_____
Peak Attendance: _____ at time _____ ☐a.m. ☐p.m.

9. Is this a first time event for you or the sponsoring organization at this location? ☐Yes ☐No
(a) **If not,** how does this event differ from previous years(s)?
_____
_____
_____

(b) Attendance totals for last event: Daily_____ Overall _____

10. How do you plan to publicize this proposed event? (If available, please attach a copy of the proposed plan or flyer) **PLEASE DO NOT PRINT FOR PUBLICATION UNTIL APPROVED BY THE CHARTER TOWNSHIP OF YPSILANTI RECREATION DEPARTMENT**. Please list event web site if available.

11. Do you wish to have any signs, banners or flyers be hung or posted in the park? ☐Yes ☐No
Describe the proposed locations of the banners, etc.

Entire Application Must Be Completed In Full

_____

_____

12. Do you wish to erect temporary structures such as stages, tents, booths, tables, or bounce houses, etc. for this event?
☐Yes ☐No

(a)If yes, please describe below, including size, how many, etc. Location of all items must be shown on your site map. **Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides.**

Item	Size	Quantity

(b) If contracting with a company that will be providing any of the above, list information below:

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

13. Is this event open to the public? ☐Yes ☐ No

14. Is this event ticketed? ☐Yes ☐ No

15. Is this event free? ☐Yes ☐ No

16. Please advise what accommodations you are providing for persons with special needs: (parking, transportation, accessibility)

_____

_____

_____

17. Will donations/contributions be accepted during this event? ☐ Yes ☐ No
If yes, please explain how these donations will be generated or collected. _____

_____

18. Do you plan to sell, distribute, or give away refreshments and/or merchandise (i.e. food, beverage, T-shirts, CD's, art, etc.)? ☐Yes ☐ No

If yes, please list the number of booths expected: _____

Notice:

*A temporary Food Permit must be obtained from a local County Health Department if planning to sell food (i.e. hot dogs, nachos, candy, etc.). Any non-profit organization must show proof of non-profit status when applying for permit. For more information, contact Washtenaw County Health Department at 734-222-3800. A toilet and hand washing station must be provided (portable or in facility) for anyone preparing/selling food.

Entire Application Must Be Completed In Full

*Charter Township of Ypsilanti Recreation may charge a $25.00 vending fee for each vendor selling food/merchandise.

19. Will there be displays, literature, or other types of solicitation? ☐Yes ☐ No
If yes, please explain: _____
_____

20. Are you providing additional portable toilets for your event? ☐Yes ☐ No
How many? _____ Location: (show on site map) _____ Vendor: _____

Notice: The Charter Township of Ypsilanti Parks and Recreation Department requires you to have 1 (one) restroom facility for every 300 participants. If number needed exceeds what park has available, it will be the organization's/event organizer's responsibility to acquire the necessary number. Proof of payment will be required with application.

21. Please describe how you plan to remove trash from the event site:
_____
_____
Person responsible for clean-up:
Contact Name: _____ Relationship to organization: _____
Phone Number: _____

Notice: Each organization will be responsible for cleaning the site and bagging all trash. Bagged trash (10 bag maximum) that is placed by a park trash receptacle will be removed by the Ytown Parks. Failure to do so may result in the reduction or loss of your security deposit. If an event is deemed large enough (over 300 people) to produce more than the 10 bag maximum, it will be the event organizers responsibility to obtain additional trash receptacles and/or dumpsters for removal of trash. Overfill of park trash receptacles will also result in the loss of deposit.

Security/Safety:

22. What are your plans for providing security, traffic and/or crowd control: _____
Contact Person: _____
Company Name: _____
Contact Phone Number: _____

23. What are your parking plans? Overflow parking? _____
_____

24. What are your plans for providing emergency/medical services? _____
_____
_____

Event Entertainment:

25. Do you plan to provide musical entertainment for this event? ☐Yes ☐ No

Entire Application Must Be Completed In Full

If yes, please describe: _____
_____
_____

26. Will any type of sound amplifying equipment or devices be used in conjunction with this event?
☐Yes ☐ No

If yes, please list type of equipment below**:**

Type of Equipment	Quantity

27. If musical entertainment is used, please list contact information for sound technicians.
_____
_____

28. Do you plan to provide other entertainment for this event? ☐Yes ☐ No
If yes, please describe or attach copy of your planned program: _____
_____
_____

Notice: The sponsoring organization's Event Coordinator must comply with all Charter Township of Ypsilanti's ordinances regarding acceptable noise levels. (Please refer to the Township's Noise Ordinance, Section 46-62 of the Charter Township of Ypsilanti Municipal Code.) It is the event organizer's/applicant's responsibility to be in compliance with all federal and state copyrights laws.

29. Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event? ☐Yes ☐No

30. Are you providing a generator as a power source? ☐Yes ☐No

What are the electrical needs for the event: _____

Type of equipment i.e., (roasting pans, amplifiers, inflatables, etc.)	Power requirements

31. Are there any special provisions pertaining to your event that have not been addressed on this application?

_____

Event Fees

Due with Application:
□ Application Fee: $30/non-refundable $_____

Fees, Charges and Deposits Schedule:
□ Permit Fee: $100/day $_____
□ Vending Fee: $25 per vendor selling food/merchandise $_____

Rental Fees and Charges **$ _____**

TOTAL: **$ _____**

Charter Township of Ypsilanti Recreation Department Special Event Application (PARK USE ONLY)

Date Received: _____ Fees Charged: _____

Partnership: _____ Parks Event:_____ Permit #: _____

Scheduled Staff Meeting Date: _____ □ Completed □ Approved □ Declined

Scheduled Park Commission Meeting Date: _____ □ Completed □ Approved □ Declined

Charter Township of Ypsilanti Staff person: _____

Telephone Number: _____ Fax #: _____

E-mail: _____
_____

Entire Application Must Be Completed In Full

Parks
Michigan Recreation & Park Association

Building Healthy Places (BHP) FY20

Memorandum of Agreement (MOU)

This Partnership Agreement (Agreement) by and between the Michigan Recreation and Park Association ("mParks") and the **Charter Township of Ypsilanti** (Partner) for the period from January 20, 2020 to August 30, 2020. The project scope is outlined in this document.

Infrastructure Enhancements:

Partner agrees to:

- Participate in pre-award meeting to detail grant components, workplan, budget, and reporting requirements.
- Submit final workplan to mParks for approval before beginning infrastructure enhancements
  - Projects can start after Jan. 20, 2020 and must be completed by Aug. 30, 2020.
- Participate in Marketing/Promotion on social media (i.e., Facebook, Instagram, Twitter, etc.) and traditional media (i.e., press release, newsletter, website, etc.).
- Conduct key informant interviews with key staff/partners/community members, including success stories.

Reporting:

Partner agrees to:

- Submit Monthly Progress Report
  - Due the 1st of each month reflecting previous month's highlights
  - "Monthly Progress Report" Form
  - Include pictures, if feasible
- Submit Monthly Expenditure Report
  - Due the 1st of each month reflecting previous months' expenses
  - "Monthly Expenditure Report" Form
  - Must include receipts, P.O.'s, other forms detailing proof of purchase

Please email completed Monthly Progress Reports & Expenditure Reports by the 1st of each month to Kari Woloszyk at kwoloszyk@mparks.org. If the report due date falls on a weekend or holiday, you have until the next business day to submit.

Program Payment:

mParks agrees to provide Partner a payment total amount of **$10,000 for Infrastructure Enhancements at Appleridge Park (2899 East Clark Road, Ypsilanti, MI 48198).**
Payment will be processed as reimbursements throughout the duration of grant. Payment will be issued monthly after mParks receives a detailed expense report from Partner listing expenses requested for reimbursement and appropriate receipts/purchase orders. Please allow four to six weeks for reimbursements. All expenses must be approved in advance by mParks.

Partner will:

- Submit a monthly expense report detailing the incurred costs under this partnership.
- Partner must include with the expense report a copy of:
  - Time sheets for any hours charged to the grant included in the partnership.
  - Copies of invoices for any enhancement project identified in work plan.

- Capital equipment and food expenditures will not be reimbursed by mParks
- **Any expenses accrued after August 30, 2020 will not be reimbursed.**

Partner agrees that payments received from mParks shall not be used to influence the outcome of any public election or to carry on any voter registration drive and are to be used solely for the purpose of developing and administering the goals of this project. mParks reserves the right to reject any payment request, or part thereof, which in its sole discretion does not comply with the terms of this Agreement.

Indemnification: The partner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless mParks, and the Michigan Department of Health and Human Services (MDHHS) and their officers, directors, employees and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney fees) which directly or, indirectly, wholly or partially arise from or in connection with any act or omission of Partner, its employees, or agents in applying for or accepting the program reimbursement in expending or applying the program reimbursement funds, or in carrying out any project supported by the program reimbursement funds except to the extent that such clams, liabilities, losses and expenses arise from or are related to any act of omission of mParks or MDHHS and their officers, directors, employees or agents. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to partner (Ypsilanti Township).

Changes: The Partner shall immediately notify mParks about any changes, events or occurrences which significantly affect the ability of the partner to fulfill the activities outlined in this document.

Records and Access to Information: The partner shall maintain records of all activities related to or funded under this Agreement, including but not limited to, financial records, receipts and expenditures relating to the partnership. The partner's books and records shall be made available for mParks inspection during normal business hours at the partner's principal place of business for the purpose of making financial audits, verifications or program evaluations as mParks deems necessary concerning the partnership.

Right to Discontinue Funding: mParks may terminate this agreement or withhold payment, or both, in its sole discretion, if the partner is unable to carry out the purposes of the grant or fails to meet the terms and conditions of this agreement. If termination or withholding of the payment is being considered by mParks, the partner will be notified of the non-compliance issues and will have a specified period of time to remediate the non-compliance issues cited by mParks. Successful remediation will be determined in the sole discretion of mParks.

Publicity: mParks and the partner shall each permit the other to include information regarding the partnership, including the MDHHS, mParks and the partner and the purpose of the partnership in each party's periodic public reports, newsletters and news releases. The partner agrees to acknowledge the support of mParks and MDHHS whenever activities funded pursuant to this Agreement are published in any news media. Any proposed publicity that goes beyond the disclosure described in this section shall require the approval of the other party which shall not be unreasonable withheld.

Assignment: The partner shall not transfer or assign responsibility for any obligation of Partner hereunder to another party without the prior written consent of mParks.

Governing Law: This Agreement shall be construed in accordance with the laws of the State of Michigan.

Complete Agreement: This Agreement constitutes the entire Agreement of the parties as to the subject matter hereof and may not be modified or amended except by written amendment signed by both parties.

PARTNER

Brenda Stumbo
Supervisor

Kathy Joy Roe
Clerk

Clay Summers, mParks

2/18/2020 | 2-18-2020
Date

January 15th, 2020
Date

Attachment A: Project Scope

Background: Communities are the places where we live, learn, work, and play. The physical environments and local policies governing our communities can directly influence our health. In partnership with the Michigan Department of Health and Human Services (MDHHS), the Michigan Recreation and Park Association (mParks) are working towards improving our environments, policies, and physical activity opportunities to ensure that all residents have high quality outdoor recreation opportunities that support healthy lifestyles.

In October 2019, mParks received a Building Healthy Places grant opportunity from MDHHS to fund the implementation and evaluation of infrastructure, policy, and physical activity interventions in the western Wayne and eastern Washtenaw regions. These interventions are designed to prevent chronic diseases through community-based population health improvements that promote physical activity through the built environment, focused amongst disparate population groups. Specifically, Building Healthy Places has two primary goals:

1) To reduce unhealthy eating by increasing fruit and vegetable access, availability, and consumption
2) **To increase physical activity by improving safety, access, and availability for daily recreation and transportation.**

The program aligns with national strategies, the Michigan 4 x 4 Health and Wellness Initiative, the Guide to Community Preventive Services, and objectives of Healthy People 2020 as outlined below:

- Promote quality of life, healthy development, and healthy behaviors across the life span;
- Achieve health equity and the elimination of health disparities;
- Create social and physical environments that promote good health

Grant Focus: The current funding award encompasses the physical activity component of Building Healthy Places' initiatives. Specifically, awarded grantees will use this funding for the implementation of sustainable and equitable infrastructure, policy, and exercise opportunity improvements to greenspaces, such as parks and trails, in order to create or enhance access to safe and equitable public spaces for active living in the identified regions of southeast Michigan. By improving the built environment through accessibility and safety of public greenspaces, the project aims to increase the percentage of adults and youth using greenspaces to live an active lifestyle, and ultimately reducing poor health outcomes and health disparities in Michigan.

This grant seeks the implementation of improvements to public greenspaces through:

1. **Infrastructure.** This grant's primary focus is to promote physical activity through improvements to public greenspace environments.

   Examples of infrastructure enhancements include (this is not an exhaustive list):

   - Installation of lighting sources to improve safe walking and biking conditions
   - Renovation or development of fencing, walking paths, trails, and/or signage
   - Addition of crosswalks to connect nearby neighborhoods to park or trailheads
   - Installation of bike racks, drinking fountains, and benches

The funds cannot be used to purchase playground equipment, but can be used to enhance playground landscaping, such as to install rubber flooring for injury prevention purposes.

2. **Physical Activity Programming.** Organized exercise opportunities in parks has been shown to further connect public greenspaces to improved community health. Evidence-based recreational activities showcase how to use public greenspaces for physical activity, promote a sense of community around outdoor exercise, and provide an opportunity to evaluate greenspace usage. Within the grant period, Physical Activity awarded grantees will host physical activity programming within local greenspaces. Grantees will select from one of the two physical activity programs to implement.

   Come Out And Play (COAP) (Youth-focused): Come Out and Play! Is an evidence-based physical education program for youth that promotes overall fitness, learning and fun outdoors! Developed by the Michigan Recreation and Park Association (mParks), COAP empowers youth to use play as a foundation for healthy lifestyle, while also teaching social and emotional health, and intellectual development.

   Physical Activity in play is critical for healthy lifestyles and the development of the mind, body, and spirit. As communities across the country are seeking diverse partners to help address the dramatic rise in childhood obesity and combat sedentary lifestyles, COAP is and effective solution that intentionally promotes fitness and physical activity. COAP provides a way for parks and recreation, schools, summer camps, faith-based organizations, and many more to adapt traditional PE to a fun, outdoor-based play experience.

   The COAP activities combine cardiovascular, bone and strength promoting play, supports gross motor development, and improves critical thinking and problem-solving skills through creative interactions with nature. Unique to COAP, this program highlights Michigan's great outdoors by using nature as a natural playground, while also connecting youth and their families to greenspace and inspiring environmental stewardship.

   Benefits of COAP include:

   - Help schools and recreation facilities reach 60 minutes of recommended physical activity
   - Promotes moderate to vigorous levels of physical activity
   - Engages children, families, and communities to be active in their parks, trails and greenspaces
   - Reinforces the significant health and developmental benefits offered through outdoor play environments
   - Maximizes community greenspace investments for use during free play, structured physical education, and before/after school programming
   - Helps link to potential funding aligned to support health and wellness initiative

   Program Components:

   1. Facilitator Manual: Overview of COAP and directions to implement program
   2. Activity Calendar: Six-day COAP calendar with activities, quests and lessons to teach

3. Activities: Get children moving, tracking steps, and introduces a variety of nature concepts for an average of 20 minutes or more of play
4. Quests: Special activities that challenges families to be physically active together while having fun and enjoying nature
5. Activity Records: Fun way for children to record their daily physical activity (i.e., daily step counts)
6. Step Tracker Recording Sheet: COAP staff records and tracks the number of steps taking by participants during COAP activities daily

mParks will assist in training and technical assistance with grantees as needed

Walk Michigan (Adult/Senior-focused): Walk Michigan is an eight-week virtual walking program aimed at connecting Michigan parks, trails, and greenways to healthy living. Walking outdoors in parks and on trails is the central activity of Walk Michigan. As a Michigan-based program, participants virtually progress along the 1,259 miles of the Iron Belle Trail by tracking steps during group and individual walks. While designed as a walking program, walking is not the only form of physical activity that everyone enjoys. Simply building on the importance of being active in greenspaces, participants can log other physical activities into miles walked.

Unlike other walking programs, Walk Michigan takes place in local parks, trails and greenways, encourages teamwork and social interaction, and is inclusive to all forms of physical activity.

Program objectives include:

- Improve health and wellness by developing healthy habits that encourage physical activity in greenspaces to help protect physical and emotional health.
- Support a healthy lifestyle through the nature-health connection to prevent/manage illnesses and chronic diseases.
- Strengthen the connection between greenspace physical activity and social support networks as an effective (and sustainable) lifestyle program.
- Promote Michigan parks, trails and greenways as accessible places to be active as part of a healthy lifestyle across a lifespan.

Components of Walk Michigan include:

- Join a team for an 8-week program
    - The 8-weeks can be done consecutively or split into 4-weeks (PRE) and 4-weeks (POST). For example, a 4-week spring program followed up with a 4-week fall program might be the best option to accommodate weather and participation.
- Encourage your family, friends, neighbors, and co-workers to form teams and build a healthy habit using your local greenspaces to be active.
- Report your miles to team captains each week.
- To evaluate the success and benefits of the walking program, entry, exit, and tracking forms of energy, social interaction and satisfaction with their community.

- Participate in community kick-off and celebration events.

mParks will assist in training and technical assistance with grantees as needed

7. **(Optional) Policy.** Amendments and/or additions to policy in enhanced public greenspaces can support the overall health and safety of our communities. If applicants propose a health-related policy for the greenspace, such as a Complete Streets or Tobacco-Free policy, or if a health-related policy already exists at the site, then funds could be used to support the adopted policy for items such as signs, crosswalks, or sidewalks. Policy improvements are encouraged but not required.

This grant opportunity maintains the following goals:

1. Develop and/or implement greenspace enhancements that promote active living such as walking and biking.
2. Strengthen the use and connection between greenspace and physical activity through programming, signage, policies, and social support in communities.

mParks will work with awarded communities to promote greenspace enhancements and physical activity programming in their community.

The timeline for this project is January 20, 2020 through August 30, 2020.

WASHTENAW COUNTY PARKS & RECREATION COMMISSION
Connecting Communities Project Agreement

PROJECT COMMUNITY: CHARTER TOWNSHIP OF YPSILANTI
PROJECT TITLE: HURON STREET PATHWAY PHASE #1
WCPARC FUNDING AMOUNT: $150,000.00
WCPARC FUNDING EXPIRATION DATE: 11/12/2021 (see Section 3)
PROJECT AGREEMENT EXPIRATION DATE: 12/31/2039

RECIPIENT
This Project Agreement is entered into by and between Washtenaw County Parks & Recreation Commission (hereinafter called WCPARC) and CHARTER TOWNSHIP OF YPSILANTI (hereinafter called the "GRANTEE"). Whereas WCPARC desires to award a grant to GRANTEE for a certain project for the improvement and enhancement of GRANTEE's greenway on HURON STREET as specified herein ("Project") which Project is more fully described in ATTACHMENT A, attached hereto. Now, therefore, the contracting parties hereto mutually agree as follows:

SECTION 1
SCOPE OF PROJECT
The GRANTEE verifies that it has the appropriate authority to proceed, by Resolution or otherwise, and shall perform the Project, as specified and described in The Scope of Project (ATTACHMENT B), attached hereto and incorporated herein, in a satisfactory and proper manner as determined by WCPARC. The Project shall be completed in accordance with the Site Development Plan which is attached as ATTACHMENT C to this Agreement. The scope of the Project may be modified or supplemented only by the written agreement of the parties to this Project Agreement. Amendments and revisions to the project will be accepted by WCPARC only under the following conditions:

The GRANTEE may not change the use or planned use of any real property acquired or improved in whole or in part using WCPARC funds unless the GRANTEE provides affected citizens and WCPARC with reasonable notice of, and opportunity to comment on, any such proposed change and either:

a. The new use of such property qualifies as benefiting primarily persons in WCPARC's jurisdiction and is primarily related to park, trail, and/or recreational activities (as determined by WCPARC); or

b. If the GRANTEE determines, after consultation with WCPARC and affected citizens, that it is appropriate to change the use of the property to a use which does not benefit primarily park, trail or recreation activities, the GRANTEE may retain or dispose of the property for such use if WCPARC is reimbursed in the amount of the grant money being provided pursuant to this Project Agreement. Reimbursement for said grant shall be paid to WCPARC at the time of closing.

This requirement shall be in force for 20 years following the completion of construction of the improvement being undertaken in the Project.

SECTION 2
FUNDS AND PAYMENT

A. It is agreed by the parties to this Project Agreement that no obligations for payment under this Project Agreement shall be incurred by WCPARC until after the GRANTEE has been advised by WCPARC that funds for the GRANTEE have been made available for the project specified in this Project Agreement.

B. Total WCPARC funds to the GRANTEE for this project shall not exceed One Hundred Fifty Thousand Dollars and no cents, ($150,000.00). Funds are to be used for project construction only. Payment shall be made as follows: $75,000.00 shall be paid when construction on the Project is 50% complete; and the remaining $75,000.00 shall be paid when all remaining construction is complete. In order to receive payment, GRANTEE shall provide an invoice for reimbursement, which shall be submitted to WCPARC and shall provide substantiation, including paid invoices and a signed statement from the project engineer certifying that the percentage of construction has been completed as required.

C. Disbursement of funds will not be made without properly authorized and executed statements, attachments, requisitions and supportive records.

SECTION 3
TIME OF PERFORMANCE

The GRANTEE shall commence the Project as soon as practicable upon entering into a Project Agreement with WCPARC. Should the GRANTEE not enter into a contract with a third-party contractor for construction of the project, or otherwise commence construction, by 11/12/2021 (two years after the date that WCPARC authorized the funding), WCPARC reserves the right to withdraw all funding for the Project. Any requests for extensions must be submitted in writing and approved by WCPARC in advance of the project expiration date.

SECTION 4
RECORDS, REPORTS AND INSPECTIONS

A. The GRANTEE shall establish and maintain records in accordance with requirements prescribed by WCPARC with respect to all matters covered by the Project Agreement. Such records shall include, but not be limited to, the following:

1. Financial management records, which identify adequately the expenditure of funds to be requested for reimbursement for grant supported activities;

2. Records regarding compliance by all contractors performing work with grant funds. Except as otherwise authorized by WCPARC, the GRANTEE shall retain all records for a period of three (3) years after receipt of the final payment under this Project Agreement or termination of this Project Agreement.

B. The GRANTEE shall support all costs by properly executed invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Project Agreement and shall be clearly identified and readily accessible.

C. The GRANTEE shall furnish to WCPARC such statements, records, reports, data and information as WCPARC may request pertaining to matters covered by this Project Agreement. All of the material prepared and/or assembled by the GRANTEE under this

Project Agreement is public information and may be made available to anyone without prior written approval of the GRANTEE or WCPARC (unless specifically exempt from disclosure by law).

D. The GRANTEE shall at any time during normal business hours make available to WCPARC for examination all of its records with respect to matters covered by this Project Agreement and shall permit WCPARC or its designated authorized representative to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Project Agreement (to the extent allowed by law).

E. WCPARC staff shall have access to grant-assisted facilities at all times for inspection purposes to ensure GRANTEE's continued compliance with program regulations. It shall be understood by the GRANTEE that a WCPARC representative may make periodic inspections of the project as construction progresses and that a final inspection and acceptance of the completed project must be made by a representative or agent of WCPARC prior to final grant payment (reimbursement) to the GRANTEE.

F. The GRANTEE is responsible for completing and returning, in a timely manner, any project progress reports that may be sent out by WCPARC before, during, and/or after completion of any project.

SECTION 5
COMPLIANCE WITH LAW
The Grantee shall comply with all applicable laws, ordinances and codes of the United States, the State of Michigan and local governments.

SECTION 6
ASSIGNABILITY
The GRANTEE shall not assign any interest in this Project Agreement without the prior written consent of WCPARC.

SECTION 7
TERMINATION
If the GRANTEE violates any provision of this Project Agreement, WCPARC may terminate this Project Agreement in whole or in part, at its discretion, unless the GRANTEE causes such violation to be corrected within a period of thirty (30) days after written notice is received specifying the violation.

If WCPARC terminates this Project Agreement, in whole or in part, termination shall be effected by the issuance of a written notice of termination, which shall specify the extent of the termination and the date upon which such termination shall become effective.

SECTION 8
AMENDMENTS
All amendments, notices, requests, objections and/or consents of any kind made pursuant to this Agreement shall be in writing.

SECTION 9
INDEMNIFICATION
To the extent allowed by law, the GRANTEE agrees to protect, indemnify and hold WCPARC harmless from and against any and all damages, suits, claims, demands, causes of action or pretended causes of action arising out of any failure of the GRANTEE to comply with all applicable laws enacted now or to be enacted in the future as the same may apply to the subject matter of this Project Agreement and all damages, suits, claims, demands, or causes of action arising from any injury to person or damage to property directly and exclusively caused by the GRANTEE, its officers, agents, employees or independent contractors in the performance of any of the activities arising out of this Project Agreement. The GRANTEE shall be required to assume the defense of WCPARC in any claim or suit covered by this Section and shall pay all costs, expenses and reasonable attorney fees incurred by WCPARC. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to the GRANTEE.

SECTION 10
INSURANCE
GRANTEE agrees that all contracts entered into between GRANTEE and any contractor/subcontractor to perform work associated with this project will provide all appropriate lines and limits of insurance. Insurances may include general liability, worker's compensation, automobile liability and any other insurance deemed to be appropriate by GRANTEE. Washtenaw County and GRANTEE shall be listed as *additional insureds* on any contractor's or subcontractor's general liability insurance that are engaged by GRANTEE to perform work on this Project.

SECTION 11
SIGNAGE/GRANT ACKNOWLEDGEMENT
Subject to any applicable local ordinances, GRANTEE shall post a grant acknowledgment sign in a prominent area at the grant-assisted project site. The required specifications for its construction will be furnished by the GRANTEE and approved by WCPARC, and must include no less than the WCPARC logo, Program Name ("Connecting Communities") and the Project Name. The sign shall be posted in an area for public view for the duration of the project (both during and after construction). All signage permits are the responsibility of the GRANTEE.

SECTION 12
TRAIL MAINTENANCE
GRANTEE shall keep the pathway in reasonable repair and shall maintain the pathway consistent with the GRANTEE's maintenance of other pathways for non-motorized travel. WCPARC shall have no duty to maintain the pathway referenced under the terms of this Agreement.

SECTION 13
ACCESSIBILITY
All projects must comply with Americans with Disabilities Act of 1990.

SECTION 14
ATTACHMENTS
All attachments given reference to in this Project Agreement are mandatory and hereby incorporated as though fully set forth herein:
Attachment A – Contact/Location Information
Attachment B – Scope of Project
Attachment C – Site Development Plan

As the individual duly designated to represent the GRANTEE, I do herby certify that the information presented in this Contract and the referenced Attachments is true and correct. I do further certify that the project will be completed in accordance with the provisions set forth in this contract and that the GRANTEE has the financial resources to initially fund one hundred percent (100%) of the proposed project within the time frame imposed by WCPARC, prior to receiving WCPARC grant reimbursement.

Name of Grantee: Charter Township of Ypsilanti

Print Name: Brenda L. Stumbo / Karen Lovejoy Roe

Print Title: Supervisor / Clerk

Signature & Date: Brenda L Stumbo / Karen Lovejoy Roe 2-18-2020 (Date)

Attested by: Ruby Walker / Jamis Riley
(Print Name and Title)

Signature & Date: Ruby Walker 2/18/2020 / Jamis Riley 2-18-2020 (Date)

ATTESTED TO:

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

WASHTENAW COUNTY

By: _____
Coy P. Vaughn (DATE)
Director, Parks & Recreation

APPROVED AS TO FORM:

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

GRANTEE

By: _____
Brenda Stumbo (DATE)
Supervisor, Charter Township of Ypsilanti

Revised 9-30-10 IJR

ATTACHMENT A
- CONTACT/LOCATION INFORMATION -

A: PROJECT SPONSOR INFORMATION (Please fill out this section completely)
Project Sponsor: CHARTER TOWNSHIP OF YPSILANTI
Project Title: HURON STREET PATHWAY PHASE #1

Physical Address/Location of Project: Huron Street between S Huron River Drive and Joe Hall Drive

Project Sponsor Address: 7200 S. Huron River Drive, Ypsilanti, MI 48197

B: PROJECT CONTACT INFORMATION (Please fill out this section completely)

Contact Name: Mike Hoffmeister

Contact Title: Residential Services Director

Contact Organization: Charter Township of Ypsilanti

Contact Address: 7200 S. Huron River Drive, Ypsilanti, MI 48197

Phone: 734-544-3515

Fax: 734-544-3888

Email: mhoffmeister@ytown.org

Contact Name: Kira Macyda
Contact Title: Park Planner
Contact Organization: Washtenaw County Parks & Recreation Commission
Contact Address: 2230 Platt Road, Ann Arbor, MI 48107
Phone: 734-971-6337, ext. 321
Email: macydak@washtenaw.org

ATTACHMENT B
-SCOPE OF PROJECT –

Provide a detailed description of the project to be undertaken, the project buget/funding, and the schedule for completion. The project scope must be consistent with the Connecting Communities application that has been approved and/or amended by, and on file with, WCPARC.

The project to be undertaken is a new trail to be built on Huron Street between Huron River Drive and Joe Hall Drive in the Charter Township of Ypsilanti. The proposed pathway would provide a community connection to existing pathways and several pedeistrian destinations, including businesses, churches and other facilities. Huron Street has a high volume of pedestrian traffic. Pedestrians often walk along the shoulder of Huron Street, resulting in unsafe conditions. Huron Street is also a major connector to large employment centers. This pathway will enable residents to reach large shopping areas, employment and services. Additionally, the possibility of a YMCA being biulding along Huron Street is becoming a reality, adding to the validity of this project.

The estimated project budget is $310,000. *Attached is that estimate of cost from our design constultants.

Additionally, you can find belowa very preliminary estimated project timeline as it stands now.

May 22 – Commence Construction

July 3 – Substantial Completion

July 31 – Project Final Completion

ATTACHMENT C
- SITE DEVELOPMENT PLAN –

Provide a Site Development Plan and/or construction drawings for the project, labeled Attachment C, to be kept on file at WCPARC offices. The plans shall be consistent with the Connecting Communities application that has been approved and/or amended by, and on file with, WCPARC.

Attached are the maps of the proposed project for the trail on Huron Street between Huron River Drive and Joe Hall Drive.

OPINION OF PROBABLE CONSTRUCTION COST

ORCHARD, HILTZ & McCLIMENT, INC.
34000 Plymouth Road, Livonia, Michigan, 48150
Telephone: (734) 522-6711 FAX: (734) 522-6427

PROJECT: Huron Street Pathway Phase #1
LOCATION: Huron St from Joe Hall Dr to S. Huron River Dr
WORK: Pathway Project

DATE: August 28, 2019
PROJECT #: 0098-13-0021
ESTIMATOR:
CHECKED BY:
CURRENT ENR:

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
	CATEGORY 1 -Removal				
2027050	Tree Trimming	Ea	3	$ 200.00	$ 600.00
2040020	Curb and Gutter, Rem	Ft	126	$ 10.00	$ 1,260.00
2040050	Pavt, Rem	Syd	198	$ 9.00	$ 1,782.00
2050041	Subgrade Undercutting, Type II	Cyd	91	$ 25.00	$ 2,275.00
2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	8	$ 100.00	$ 800.00
2080036	Erosion Control, Silt Fence	Ft	2454	$ 2.00	$ 4,908.00
	CATEGORY 2 -Construction				
2067050	Adjust Drainage/Utility Structure	Ea	3	$ 650.00	$ 1,950.00
3027002	Station Grading	Sta	25.2	$ 1,000.00	$ 25,200.00
3027031	Aggregate Base, 21AA Limestone, 6 inch	Ton	1223	$ 30.00	$ 36,690.00
3027031	Aggregate Base, 21AA Limestone, 9 inch	Ton	62	$ 45.00	$ 2,790.00
3047031	Hand Patching	Ton	1	$ 350.00	$ 350.00
4030290	Dr Structure, Cleaning	Ea	1	$ 350.00	$ 350.00
5017031	HMA, 13A, Leveling Course	Ton	11	$ 150.00	$ 1,650.00
5017031	HMA, 13A, Wearing Course	Ton	11	$ 150.00	$ 1,650.00
5017031	HMA,13A,Pathway, 3 inch	Ton	552	$ 160.00	$ 88,320.00
8020038	Curb and Gutter, Conc, Det F4	Ft	42	$ 20.00	$ 840.00
8030010	Detectable Warning Surface	Ft	18	$ 38.00	$ 684.00
8030036	Sidewalk Ramp, Conc, 6 inch	Sft	280	$ 12.00	$ 3,360.00
8030046	Sidewalk, Conc, 6 inch	Sft	1280	$ 10.00	$ 12,800.00
8077050	Sign, Rem, Salv, and Reset	Ea	8	$ 100.00	$ 800.00
8110111	Pavt Mrkg, Polyurea, 12 inch, White	Ft	288	$ 1.75	$ 504.00
8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	80	$ 4.00	$ 320.00
8167002	Turf Establishment	Sta	28	$ 500.00	$ 14,000.00
	CATEGORY 3 -Misc				
1027051	Mobilization, Max. 5%	LSUM	1	$ 10,520.00	$ 10,520.00
1047051	Audio/Visual Route Survey	LSUM	1	$ 2,000.00	$ 2,000.00
1047051	Permit Allowance	LSUM	1	$ 2,500.00	$ 2,500.00
1047051	Traffic Maintenace and Control	LSUM	1	$ 5,000.00	$ 5,000.00

SUBTOTAL FOR CATEGORY 1 -Removal	$ 11,625.00
SUBTOTAL FOR CATEGORY 2 -Construction	$ 192,258.00
SUBTOTAL FOR CATEGORY 3 -Misc	$ 20,020.00
CONTINGENCY (10%)	$ 22,390.30
DESIGN AND CE SERVICES (25%)	$ 61,573.33
TOTAL OPINION OF PROBABLE CONSTRUCTION COST =	**$ 307,900.00**

OPINION OF PROBABLE CONSTRUCTION COST

ORCHARD, HILTZ & McCLIMENT, INC.
34000 Plymouth Road, Livonia, Michigan, 48150
Telephone: (734) 522-6711 FAX: (734) 522-6427

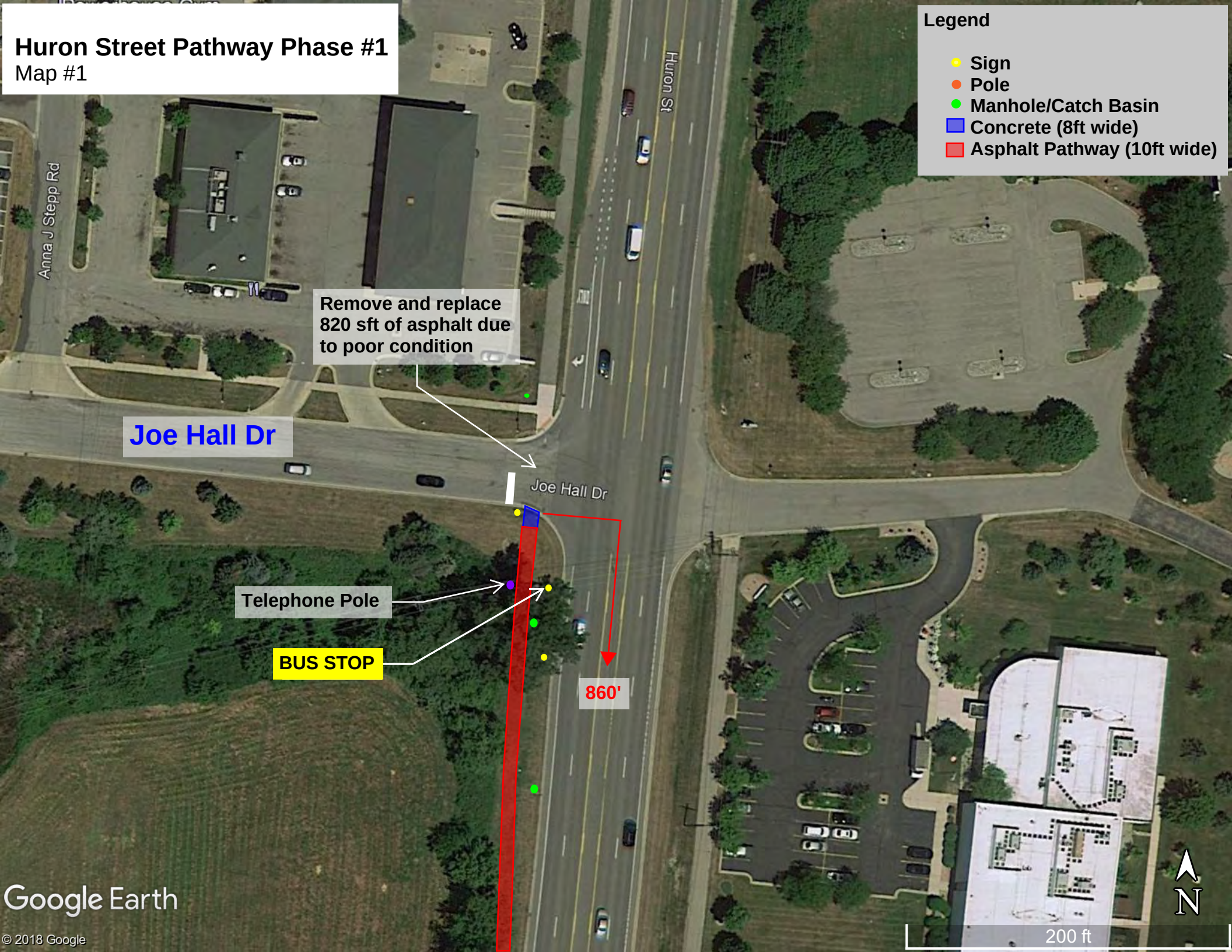
PROJECT: Huron Street Pathway Phase #1
LOCATION: Huron St from Joe Hall Dr to S. Huron River Dr
WORK: Pathway Project

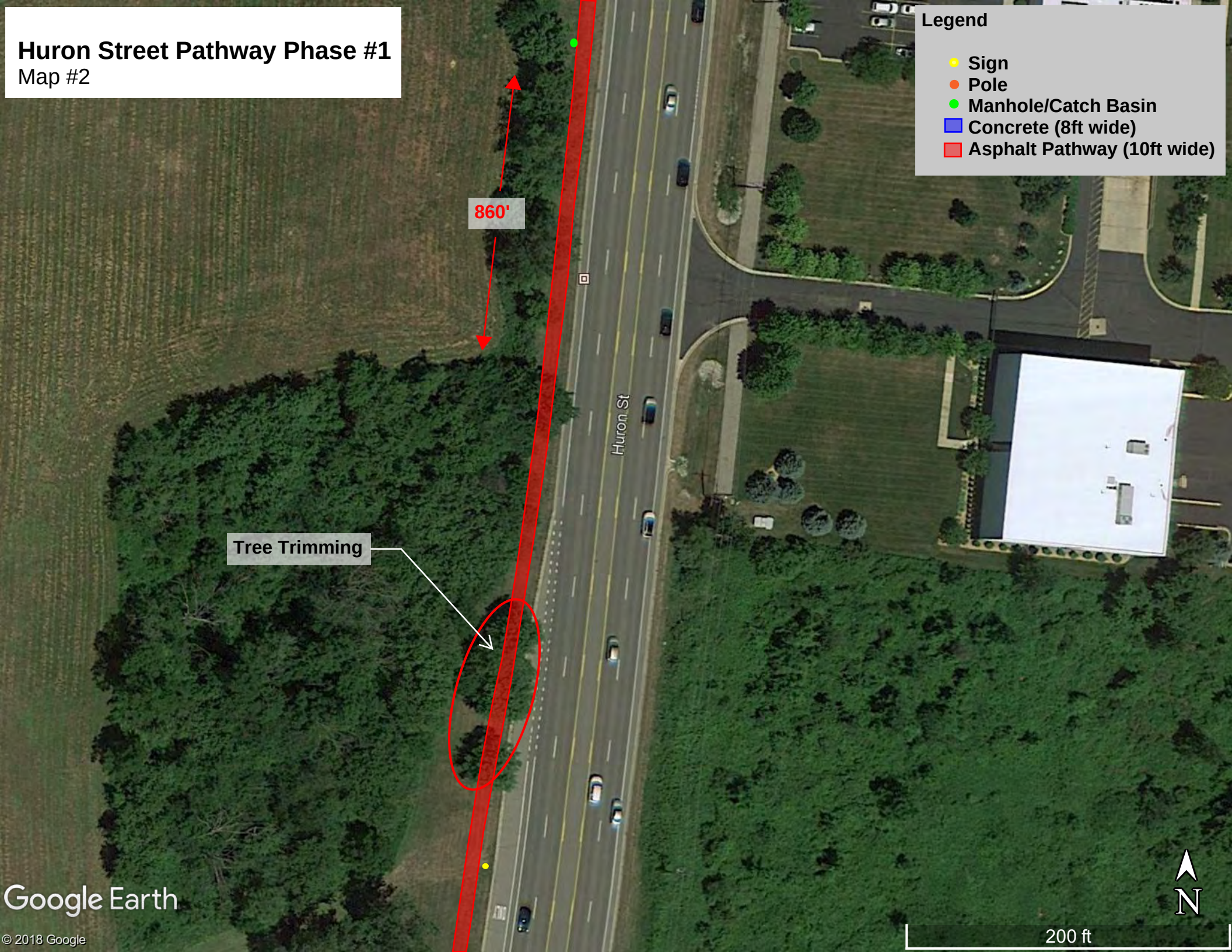
DATE: August 28, 2019
PROJECT #: 0098-13-0021
ESTIMATOR:
CHECKED BY:
CURRENT ENR:

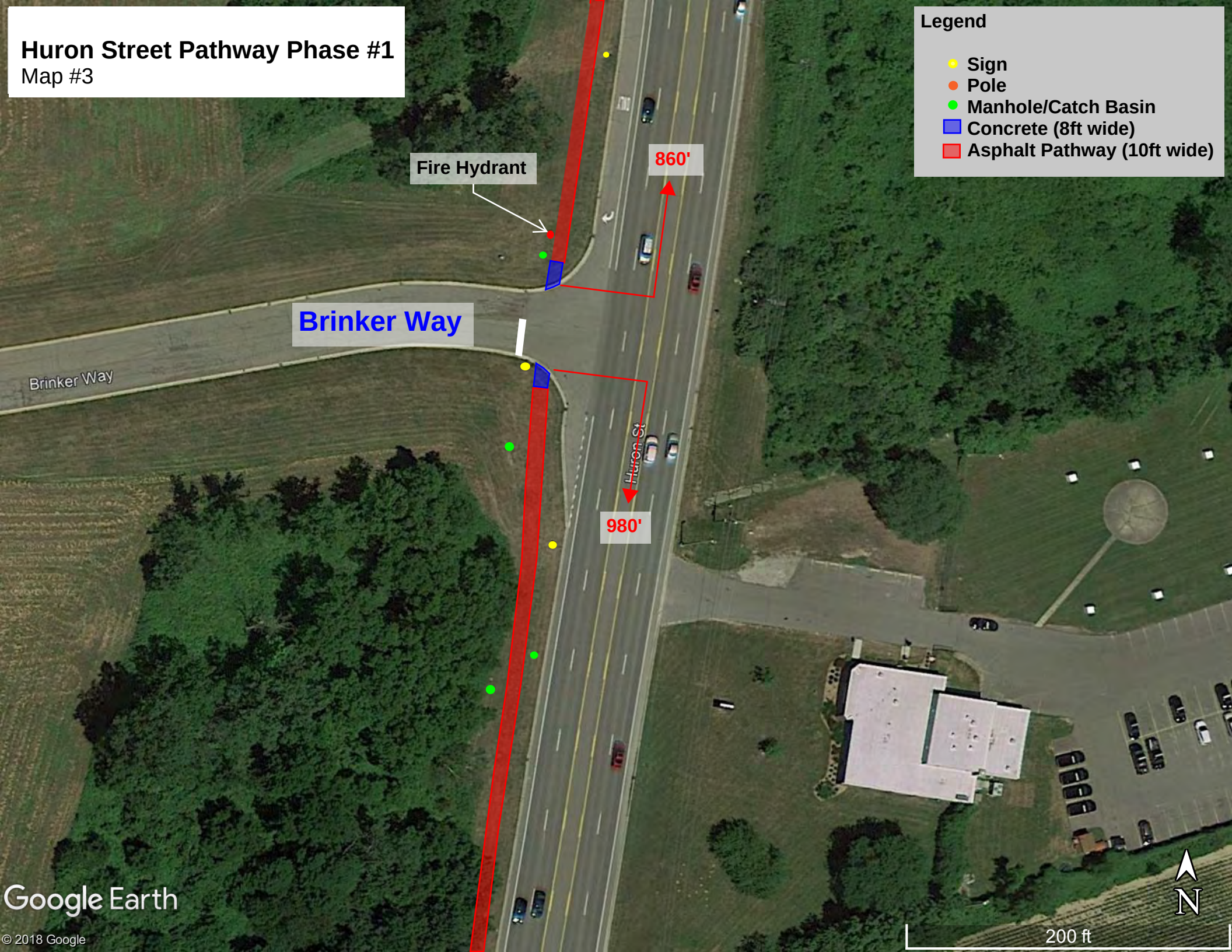
ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
	CATEGORY 1 -Removal				
2027050	Tree Trimming	Ea	3	$ 200.00	$ 600.00
2040020	Curb and Gutter, Rem	Ft	126	$ 10.00	$ 1,260.00
2040050	Pavt, Rem	Syd	198	$ 9.00	$ 1,782.00
2050041	Subgrade Undercutting, Type II	Cyd	91	$ 25.00	$ 2,275.00
2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	8	$ 100.00	$ 800.00
2080036	Erosion Control, Silt Fence	Ft	2454	$ 2.00	$ 4,908.00
	CATEGORY 2 -Construction				
2067050	Adjust Drainage/Utility Structure	Ea	3	$ 650.00	$ 1,950.00
3027002	Station Grading	Sta	25.2	$ 1,000.00	$ 25,200.00
3027031	Aggregate Base, 21AA Limestone, 6 inch	Ton	1223	$ 30.00	$ 36,690.00
3027031	Aggregate Base, 21AA Limestone, 9 inch	Ton	62	$ 45.00	$ 2,790.00
3047031	Hand Patching	Ton	1	$ 350.00	$ 350.00
4030290	Dr Structure, Cleaning	Ea	1	$ 350.00	$ 350.00
5017031	HMA, 13A, Leveling Course	Ton	11	$ 150.00	$ 1,650.00
5017031	HMA, 13A, Wearing Course	Ton	11	$ 150.00	$ 1,650.00
5017031	HMA,13A,Pathway, 3 inch	Ton	552	$ 160.00	$ 88,320.00
8020038	Curb and Gutter, Conc, Det F4	Ft	42	$ 20.00	$ 840.00
8030010	Detectable Warning Surface	Ft	18	$ 38.00	$ 684.00
8030036	Sidewalk Ramp, Conc, 6 inch	Sft	280	$ 12.00	$ 3,360.00
8030046	Sidewalk, Conc, 6 inch	Sft	1280	$ 10.00	$ 12,800.00
8077050	Sign, Rem, Salv, and Reset	Ea	8	$ 100.00	$ 800.00
8110111	Pavt Mrkg, Polyurea, 12 inch, White	Ft	288	$ 1.75	$ 504.00
8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	80	$ 4.00	$ 320.00
8167002	Turf Establishment	Sta	28	$ 500.00	$ 14,000.00
	CATEGORY 3 -Misc				
1027051	Mobilization, Max. 5%	LSUM	1	$ 10,520.00	$ 10,520.00
1047051	Audio/Visual Route Survey	LSUM	1	$ 2,000.00	$ 2,000.00
1047051	Permit Allowance	LSUM	1	$ 2,500.00	$ 2,500.00
1047051	Traffic Maintenace and Control	LSUM	1	$ 5,000.00	$ 5,000.00

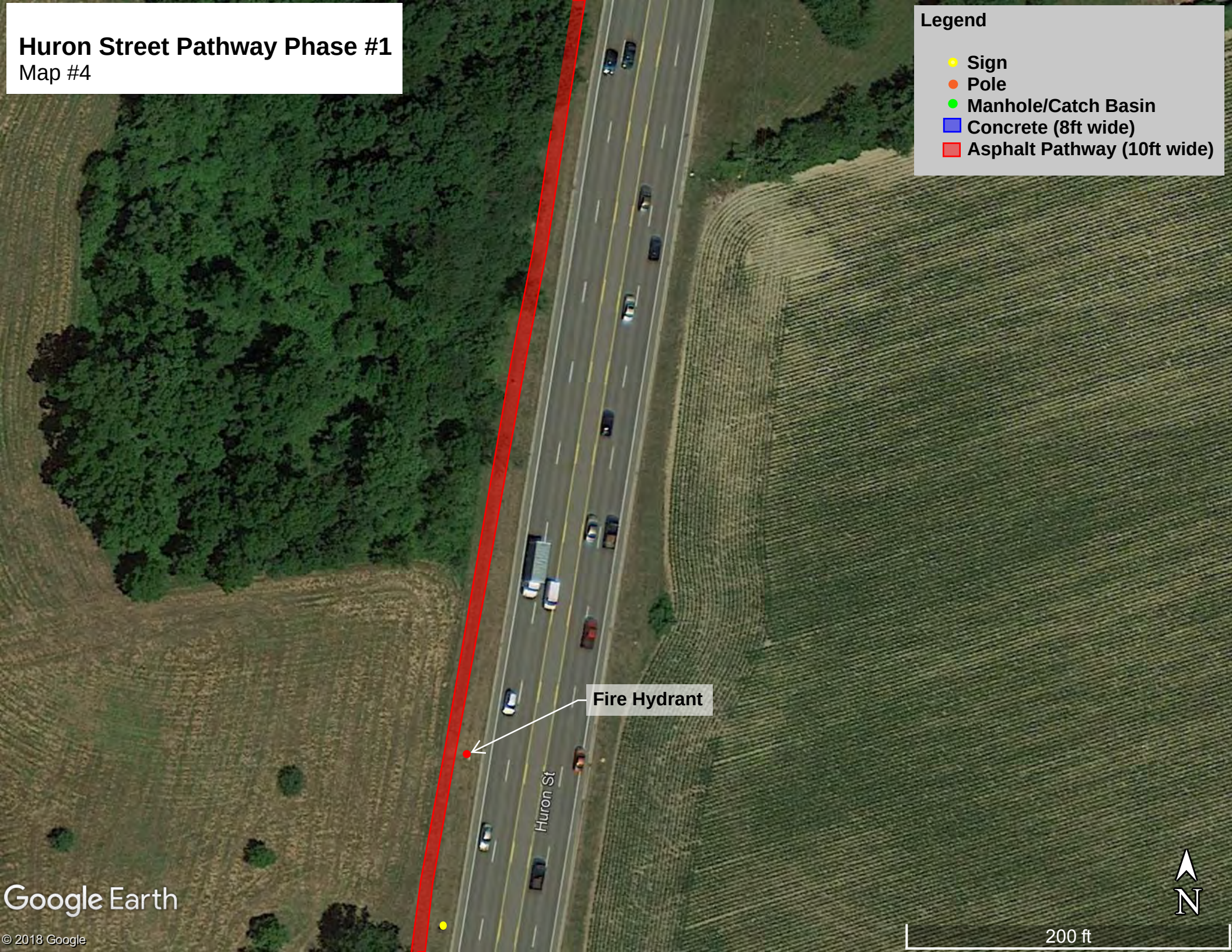
SUBTOTAL FOR CATEGORY 1 -Removal	$ 11,625.00
SUBTOTAL FOR CATEGORY 2 -Construction	$ 192,258.00
SUBTOTAL FOR CATEGORY 3 -Misc	$ 20,020.00
CONTINGENCY (10%)	$ 22,390.30
DESIGN AND CE SERVICES (25%)	$ 61,573.33
TOTAL OPINION OF PROBABLE CONSTRUCTION COST =	**$ 307,900.00**

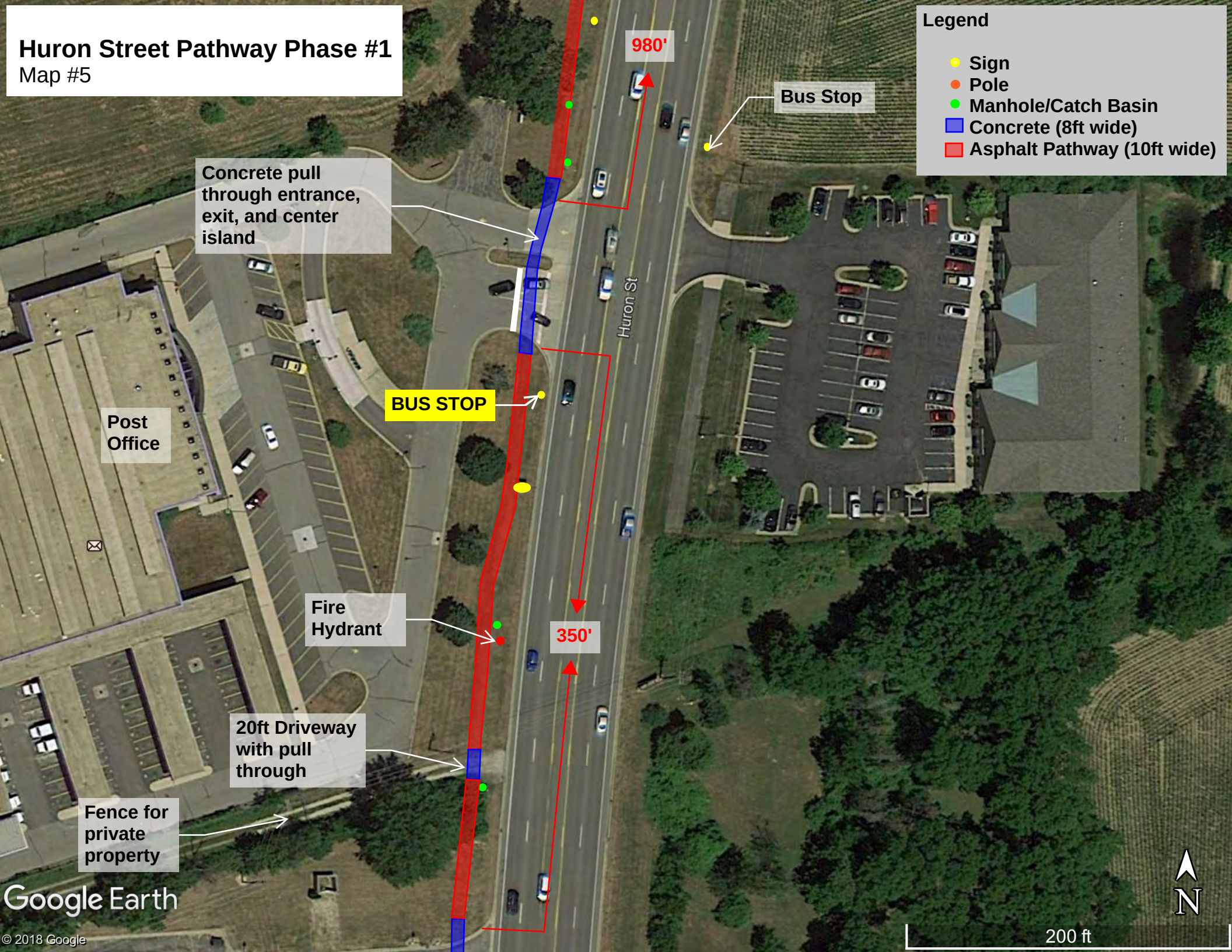
Huron Street Pathway Phase #1
Project Limits
Legend
Pathway
Joe Hall Dr
Brinker Way
Seaver Way
Huron St
Morgan Rd
S Huron River Dr
N
1000 ft
Google Earth
© 2018 Google


Huron Street Pathway Phase #1
Map #1
Legend
Sign
Pole
Manhole/Catch Basin
Concrete (8ft wide)
Asphalt Pathway (10ft wide)
Anna J Stepp Rd
Huron St
Remove and replace 820 sft of asphalt due to poor condition
Joe Hall Dr
Joe Hall Dr
Telephone Pole
BUS STOP
860'
N
200 ft
Google Earth
© 2018 Google


Huron Street Pathway Phase #1
Map #2
Legend
Sign
Pole
Manhole/Catch Basin
Concrete (8ft wide)
Asphalt Pathway (10ft wide)
860'
Huron St
Tree Trimming
Google Earth
© 2018 Google
N
200 ft

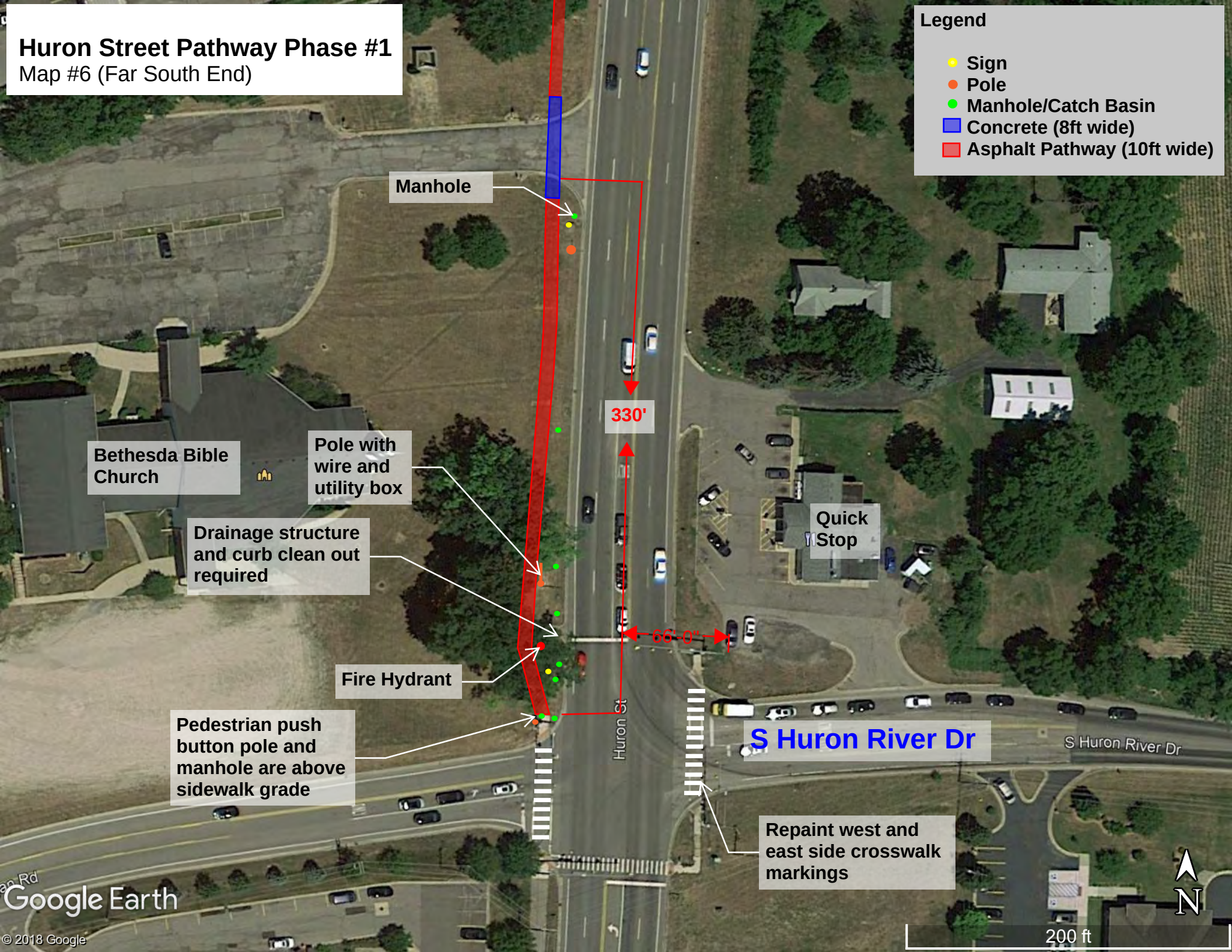

Huron Street Pathway Phase #1
Map #3
Legend
Sign
Pole
Manhole/Catch Basin
Concrete (8ft wide)
Asphalt Pathway (10ft wide)
Fire Hydrant
860'
Brinker Way
Brinker Way
Huron St
980'
Google Earth
© 2018 Google
N
200 ft


Huron Street Pathway Phase #1
Map #4
Legend
Sign
Pole
Manhole/Catch Basin
Concrete (8ft wide)
Asphalt Pathway (10ft wide)
Fire Hydrant
Huron St
Google Earth
© 2018 Google
N
200 ft


Huron Street Pathway Phase #1
Map #5
Legend
Sign
Pole
Manhole/Catch Basin
Concrete (8ft wide)
Asphalt Pathway (10ft wide)
980'
Bus Stop
Concrete pull through entrance, exit, and center island
Huron St
BUS STOP
Post Office
Fire Hydrant
350'
20ft Driveway with pull through
Fence for private property
Google Earth
© 2018 Google
N
200 ft

Huron Street Pathway Phase #1

Map #6 (Far South End)



January 27, 2020

Michael Hoffmeister
Ypsilanti Charter Township
7200 S Huron River Dr
Ypsilanti, MI 48197

RE: Community Center Park Tennis and Pickleball Courts
Ypsilanti Charter Township, Michigan
Additional Services for SHPO Section 106 Project Review

Mr. Hoffmeister:

At your request, we are furnishing you with this Additional Services Agreement to complete a State Historic Preservation Office (SHPO) Section 106 Project Review for the Community Center Park Improvements Project. SHPO clearance is part of the Land and Water Conservation Fund (LWCF) grant requirements. LWCF grants are federal pass-through grants from the National Park Service. This Agreement serves to modify the scope and budget outlined in our previous Letter Agreement dated August 7, 2019 and executed August 21, 2019.

BACKGROUND

Ypsilanti Charter Township has previously contracted with Spicer Group to prepare an application for a Michigan Department of Natural Resources (MDNR) grant to reconstruct tennis courts at Community Center Park. We have identified the LWCF grant as the most suitable of the MDNR grants for this particular project.

Late in 2019, the 2020 LWCF Application Guidelines were released, which require SHPO clearance as part of the grant application process. This is a new requirement this year, as in the past SHPO clearance was not required until after the grant was awarded. We were not aware this change was coming at the time of our original Letter Agreement to complete the grant application.

SCOPE

Listed below is our proposed scope of work to complete the SHPO Project Review.

A. Complete the Application for Section 106 Review form including the following sections:
   1. General Information
   2. Ground Disturbing Activity
   3. Project Work Description – including developing a map showing the Area of Potential Effect (APE
   4. Identification of Historic Properties
   5. Photographs
   6. Determination of Effect

B. As part of the identification of historic properties, we will visit the SHPO office in Lansing to examine previous records of the area. The in-person visit is a SHPO requirement. Findings will be incorporated into the review as needed.

FEE SCHEDULE

Our fee to complete the SHPO Section 106 Project Review is **$1,500**. This will be added to our previous agreement as a new phase of work.

We will bill you hourly based upon our effort completed during the billing period. We will submit monthly invoices to you for our professional services, any additional authorized services, and any reimbursable expenses.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return one of the enclosed copies to us.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,

Phil Westmoreland, P.E.
Senior Project Manager

Kevin J Wilks, P.E.
Project Manager
SPICER GROUP, INC.
125 Helle Blvd, Suite 2
Dundee, MI 48131
Cell: (616) 550-7837
mailto: kevinw@spicergroup.com

Cc: SGI File 127618SG2019

Above proposal accepted and approved by Owner.

YPSILANTI CHARTER TOWNSHIP

By: _____
Brenda Stumbo, Supervisor
Date: 2-18-2020

By: _____
Karen Lovejoy Roe, Clerk
Date: 2-18-2020

globalpayments

Merchant Application

Business Information

Merchant's DBA Name/Outlet Name: Charter Township of Ypsilanti	Merchant's Legal Name: Charter Township of Ypsilanti
Physical Street Address (No P.O. Box): 7200 S. Huron River Drive	Legal Address: 7200 S. Huron River Drive
City, State, Zip: Ypsilanti, MI 48197	City, State, Zip: Ypsilanti, MI 48197
DBA Phone: (734) 544-3800 / Fax:	Corp. Phone: (734) 544-3800 / Fax:
Contact Name at this Address: Angela Verges	Contact Name at this Address: Angela Verges
E-Mail: averges@ytown.org	E-Mail: averges@ytown.org
Customer Service Phone # (Required for MOTO and Internet merchants only): (734) 544-3800	
Website Address (Required for Internet merchants): https://ytown.org/recreation-community-center	

Merchant Profile

Ticker Symbol:

Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3 ☐ 4 ☐ 10) ☑ Government/Municipality

Type of Goods or Services Sold: Parks & Recreation	SIC Code: 9399
Years in business under current ownership: 45	Federal Tax ID#: 3 8 6 0 0 7 4 3 3

Amex/Visa/MasterCard/Discover Information

Market Type:
☑ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☐ E-commerce ☐ Other

Sales Profile (Must equal 100%)	
Card Swiped	30 %
Manual Keyed with imprint	0 %
Mail Order/Telephone	5 %
Internet	65 %
Total	100%

Do you currently accept Amex/Visa/MasterCard/Discover? ☑ Yes ☐ No

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☑ No

How long does customer wait before product is received? _____ % of sales in this category _____

% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☑ No

Annual Amex/Visa/MC/Discover Sales: $240,000 Average Ticket: $150 Total Amex/Visa/MC/Discover Sales (multiple locations only): $240,000

Member Bank (Acquirer) Information

Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834

Important Member Bank (Acquirer) Responsibilities

1. A Visa Member is the **only entity** approved to extend acceptance of Visa products directly to a merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement.
3. The Visa Member is responsible for and must provide settlement funds to the merchant.
4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.
5. The Visa Member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply.

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa International Operating Regulations.

Merchant Resources

- You may download "Visa Regulations" from Visa at: https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf
- You may download "MasterCard Rules" from MasterCard at: http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html
- You may download additional merchant information from Discover at: http://www.discovernetwork.com/merchants/index.html
- You may download "American Express Merchant Operating Requirements" at: https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the merchant have any problems.

Merchant's Signature: X _____ Name (printed): Angela Verges Karen Lovejoy Roe Supervisor/Clerk Title: Rec Serv Mangr Date: 2-18-2020 ⇦ #1

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.
Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Merchant Initials: ORS / KRL #2

Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☑ VISA Credit	☑	N/A	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ VISA Bus. Card	☑	N/A	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ VISA Check	☑	N/A	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ MasterCard Credit	☑	N/A	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ MasterCard Bus. Card	☑	N/A	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ Debit MasterCard	☑	N/A	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ Discover Credit	☑	☐	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ Discover Bus. Card	☑	☐	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ Discover Check	☑	☐		3.0000 %	$ 0.0000	$ 0.3000
☑ PayPal Credit (card present)	☑	☐	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ Diners Club, China Union Pay, JCB	☐	☐		2.8500 %	$ 0.1500	$
☑ Debit (other than Visa or MC)	☑	☐		%	$ 0.2900	$
☑ EBT	☑	☐		%	$ 0.3500	$
☑ American Express	☐	☐		3.0000 %	$ 0.0000	$ 0.3000
☑ American Express Prepaid	☐	☐		3.0000 %	$ 0.0000	$ 0.3000

Merchant FNS# _____ Cash Benefits: ☐ YES ☐ NO Daily Discount: ☐ YES ☑ NO

Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurence)

Surcharges: ☑ Tiered ☐ Pass-Through Plus ☐ Interchange Plus

0.00% Rewards Discount _____ Pass-Through Plus

0.00% Mid-Qualified Discount

0.00% Non-Qualified Discount

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

Other Fees (Per occurrence fees marked with a *)

$ _____	Non-Refundable Application Fee *	$ _____	Virtual Site Survey Fee *	$ 15.00	Chargeback Fee *
$ 5.00	Membership Fee	$ 2.50	Retrieval Fee *	$ _____	Monthly Debit Card Membership Fee
$ 0.00	Monthly Regulatory Compliance Fee	$ 5.00	Minimum Monthly Discount	$ _____	Global Transport VT (Recurring Billing) Setup Fee *
$ _____	Annual Association Technology Fee	$ 0.05	Voice AVS Fee *		
$ _____	Global Access @dvantage Monthly Fee	$ 14.75	PCI ASSURE Monthly Fee	$ _____	Global Transport VT (Recurring Billing) Monthly Fee
$ 0.60	Voice Authorization Fee *	$ 39.00	PCI ASSURE Non-Compliance Fee (monthly)	$ _____	Global Transport VT (Recurring Billing) Transaction Fee *
$ 0.00	Batch/ACH Fee *				
$ 15.00	Non-Sufficient Fund *	$ _____	Data Monitoring Fee *		
$ 5.00	Account Maintenance Fee	$ _____	Other: _____	$ 0.00	CE Suite Base Amount
$ _____	Gateway Monthly Fee	$ _____	Gateway Setup Fee		

Association Fees and Assessments (Per occurrence fees marked with a *)

0.0000%	GP Fee - DISC Assessments *	$ 0.0000	GP Fee - MC Data Integrity *
0.0000%	GP Fee - DISC Intl Processing *	$ 0.0000	GP Fee - MC CVC2 *
0.0000%	GP Fee - DISC Intl Service *	0.0000%	GP Fee - MC Assessments *
0.0000%	GP Fee - PayPal Assessment *	0.0000%	GP Fee - MC Assessments Lg Tkt *
$ 0.0000	GP Fee - PayPal Participation *	0.0000%	GP Fee - MC Acceptance & Licensing *
0.0000%	GP Fee - VISA Assessments-Credit *	0.0000%	GP Fee - MC Cross Bdr Domestic *
0.0000%	GP Fee - VISA Assessments-Debit *	0.0000%	GP Fee - MC Cross Bdr Foreign *
0.0000%	GP Fee - VISA Intl Svc Assessment-Purchase *	0.0000%	GP Fee - MC Acq Program Support *
0.0000%	GP Fee - VISA Intl Svc Assessment *	0.0000%	GP Fee - MC Digital Enablement *
0.0000%	GP Fee - VISA Intl Acquiring *	$ 0.0000	GP Fee - MC Monthly Fee
$ 0.0000	GP Fee - VISA Trans Integrity *	0.0000%	GP Fee - MC Integrity - Final Auth (Max) *
$ 0.0000	GP Fee - VISA APF - Credit *	$ 0.0000	GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
$ 0.0000	GP Fee - VISA APF - Debit *	$ 0.0000	GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
$ 0.0000	GP Fee - Visa APF Intl - Credit *	0.0000%	GP Fee - AMEX Inbound *
$ 0.0000	GP Fee - Visa APF Intl - Debit *	0.0000%	GP Fee - AMEX Network *
$ 0.0000	GP Fee - VISA AVS Only *	0.0000%	GP Fee - AMEX CNP *
$ 0.0000	GP Fee - VISA Misuse of Auth *	0.0000%	GP Fee - AMEX Access *
$ 0.0000	GP Fee - MC Acct Status Inquiry *	0.0000%	GP Fee - Settlement Funding Fee *

Merchant Initials: DRS KR

Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below)

X _____ , an individual ⇦ #4 **Name (printed):** Angela Verges

Signature of Guarantor (please sign below)

X _____ , an individual **Name (printed):** _____

Owner/Officer Information

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Angela Verges	Rec Serv Mangr	0 %	09/09/1999	9 9 9 9 9 9 9 9 9	(734) 544-3800

Home Address:	City:	State:	Zip Code:	Years There:
7200 S Huron River Dr	Ypsilanti	MI	48197	2
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
		%			

Home Address:	City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
		%			

Home Address:	City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
		%			

Home Address:	City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? ☐ Yes ☑ No If "yes," please attach details.

Bank Information (Attach Voided Check or Bank Letter):

	Routing Number:	DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	0 7 2 4 0 3 4 7 3	01388355311	☑	☑	☑	☑	☑	☑
Bank 2			☐	☐	☐	☐	☐	☐
Bank 3			☐	☐	☐	☐	☐	☐
Bank 4			☐	☐	☐	☐	☐	☐

Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location: ☐ Retail Location with Store Front ☐ Office Building ☐ Residence ☐ Other: _____

Surrounding Area: ☐ Commercial ☐ Industrial ☐ Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? ☐ Yes ☐ No

If no, explain: _____

Does the Merchant use a Fulfillment House? ☐ Yes ☐ No If yes, was the Fulfillment House inspected? ☐ Yes ☐ No

The Merchant: ☐ Owns ☐ Leases the business premises

Further comments by inspector (must complete): _____

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): _____

Representative Name: _____ Representative Signature: X _____ Date: _____

Sales Rep Name:	Sales Rep Code:	Sales Phone Number:	Sales Email Address:
	6329		

Amex annual volume < $1,000,000 ☑ YES ☐ NO Amex Acceptance ☑ YES ☐ NO Amex Marketing ☑ YES ☐ NO

Merchant Initials: BRS / KAR ⇦ #5

globalpayments

Merchant Application

Business Information

Merchant's DBA Name/Outlet Name: Charter Township of Ypsilanti	Merchant's Legal Name: Charter Township of Ypsilanti
Physical Street Address (No P.O. Box): 7200 S. Huron River Drive	Legal Address: 7200 S. Huron River Drive
City, State, Zip: Ypsilanti, MI 48197	City, State, Zip: Ypsilanti, MI 48197
DBA Phone: (734) 544-3800 / Fax:	Corp. Phone: (734) 544-3800 / Fax:
Contact Name at this Address: Angela Verges	Contact Name at this Address: Angela Verges
E-Mail: averges@ytown.org	E-Mail: averges@ytown.org
Customer Service Phone # (Required for MOTO and Internet merchants only): (734) 544-3800	
Website Address (Required for Internet merchants): https://ytown.org/recreation-community-center	

Merchant Profile

Ticker Symbol:

Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3 ☐ 4 ☐ 10) ☑ Government/Municipality

Type of Goods or Services Sold: Parks & Recreation	SIC Code: 9399
Years in business under current ownership: 45	Federal Tax ID#: 3 8 6 0 0 7 4 3 3

Amex/Visa/MasterCard/Discover Information

Market Type:

☑ Retail ☐ Supermarket
☐ Restaurant ☐ Emerging Market
☐ Lodging ☐ Public Sector
☐ MO/TO ☐ Auto Rental
☐ P-card ☐ Cash Advance
☐ E-commerce ☐ Other

Sales Profile (Must equal 100%)

Card Swiped	30 %
Manual Keyed with Imprint	0 %
Mail Order/Telephone	5 %
Internet	65 %
Total	100%

Do you currently accept Amex/Visa/MasterCard/Discover? ☑ Yes ☐ No

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☑ No

How long does customer wait before product is received? _____ % of sales in this category _____

% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☑ No

Annual Amex/Visa/MC/Discover Sales: $240,000 Average Ticket: $150 Total Amex/Visa/MC/Discover Sales (multiple locations only): $240,000

Member Bank (Acquirer) Information

Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834

Important Member Bank (Acquirer) Responsibilities

1. A Visa Member is the **only entity** approved to extend acceptance of Visa products directly to a merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement.
3. The Visa Member is responsible for and must provide settlement funds to the merchant.
4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.
5. The Visa Member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply.

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa International Operating Regulations.

Merchant Resources

- You may download "Visa Regulations" from Visa at: https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf
- You may download "MasterCard Rules" from MasterCard at: http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html
- You may download additional merchant information from Discover at: http://www.discovernetwork.com/merchants/index.html
- You may download "American Express Merchant Operating Requirements" at: https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the merchant have any problems.

Merchant's Signature: X	Name (printed): Angela Verges / Brenda Stumbo / Karen Lovejoy Roe / Kelly Ray	Title: Rec Serv Mangr / Supervisor / Clerk	Date
			2-18-2020 #1

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Merchant Initials: AS / KR #2

Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☑ VISA Credit	☑	N/A	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ VISA Bus. Card	☑	N/A	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ VISA Check	☑	N/A	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ MasterCard Credit	☑	N/A	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ MasterCard Bus. Card	☑	N/A	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ Debit MasterCard	☑	N/A	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ Discover Credit	☑	☐	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ Discover Bus. Card	☑	☐	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ Discover Check	☑	☐		3.0000 %	$ 0.0000	$ 0.3000
☑ PayPal Credit (card present)	☑	☐	N/A	3.0000 %	$ 0.0000	$ 0.3000
☑ Diners Club, China Union Pay, JCB	☐	☐		2.8500 %	$ 0.1500	$
☑ Debit (other than Visa or MC)	☑	☐		%	$ 0.2900	$
☑ EBT	☑	☐		%	$ 0.3500	$
☑ American Express	☐	☐		3.0000 %	$ 0.0000	$ 0.3000
☑ American Express Prepaid	☐	☐		3.0000 %	$ 0.0000	$ 0.3000

Merchant FNS# _____ Cash Benefits: ☐ YES ☐ NO Daily Discount: ☐ YES ☑ NO

Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurence)

Surcharges: ☑ Tiered ☐ Pass-Through Plus ☐ Interchange Plus

0.00% Rewards Discount _____ Pass-Through Plus

0.00% Mid-Qualified Discount

0.00% Non-Qualified Discount

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

Other Fees (Per occurrence fees marked with a *)

$ _____	Non-Refundable Application Fee *	$ _____	Virtual Site Survey Fee *	$ 15.00	Chargeback Fee *
$ 5.00	Membership Fee	$ 2.50	Retrieval Fee *	$ _____	Monthly Debit Card Membership Fee
$ 0.00	Monthly Regulatory Compliance Fee	$ 5.00	Minimum Monthly Discount	$ _____	Global Transport VT (Recurring Billing) Setup Fee *
$ _____	Annual Association Technology Fee	$ 0.05	Voice AVS Fee *		
$ _____	Global Access @dvantage Monthly Fee	$ 14.75	PCI ASSURE Monthly Fee	$ _____	Global Transport VT (Recurring Billing) Monthly Fee
$ 0.60	Voice Authorization Fee *	$ 39.00	PCI ASSURE Non-Compliance Fee (monthly)	$ _____	Global Transport VT (Recurring Billing) Transaction Fee *
$ 0.00	Batch/ACH Fee *				
$ 15.00	Non-Sufficient Fund *	$ _____	Data Monitoring Fee *		
$ 5.00	Account Maintenance Fee	$ _____	Other: _____	$ 0.00	CE Suite Base Amount
$ _____	Gateway Monthly Fee	$ _____	Gateway Setup Fee		

Association Fees and Assessments (Per occurrence fees marked with a *)

0.0000%	GP Fee - DISC Assessments *	$ 0.0000	GP Fee - MC Data Integrity *
0.0000%	GP Fee - DISC Intl Processing *	$ 0.0000	GP Fee - MC CVC2 *
0.0000%	GP Fee - DISC Intl Service *	0.0000%	GP Fee - MC Assessments *
0.0000%	GP Fee - PayPal Assessment *	0.0000%	GP Fee - MC Assessments Lg Tkt *
$ 0.0000	GP Fee - PayPal Participation *	0.0000%	GP Fee - MC Acceptance & Licensing *
0.0000%	GP Fee - VISA Assessments-Credit *	0.0000%	GP Fee - MC Cross Bdr Domestic *
0.0000%	GP Fee - VISA Assessments-Debit *	0.0000%	GP Fee - MC Cross Bdr Foreign *
0.0000%	GP Fee - VISA Intl Svc Assessment-Purchase *	0.0000%	GP Fee - MC Acq Program Support *
0.0000%	GP Fee - VISA Intl Svc Assessment *	0.0000%	GP Fee - MC Digital Enablement *
0.0000%	GP Fee - VISA Intl Acquiring *	$ 0.0000	GP Fee - MC Monthly Fee
$ 0.0000	GP Fee - VISA Trans Integrity *	0.0000%	GP Fee - MC Integrity - Final Auth (Max) *
$ 0.0000	GP Fee - VISA APF - Credit *	$ 0.0000	GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
$ 0.0000	GP Fee - VISA APF - Debit *	$ 0.0000	GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
$ 0.0000	GP Fee - Visa APF Intl - Credit *	0.0000%	GP Fee - AMEX Inbound *
$ 0.0000	GP Fee - Visa APF Intl - Debit *	0.0000%	GP Fee - AMEX Network *
$ 0.0000	GP Fee - VISA AVS Only *	0.0000%	GP Fee - AMEX CNP *
$ 0.0000	GP Fee - VISA Misuse of Auth *	0.0000%	GP Fee - AMEX Access *
$ 0.0000	GP Fee - MC Acct Status Inquiry *	0.0000%	GP Fee - Settlement Funding Fee *

Merchant Initials: DJS / ← #3

Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below)

X _____ , an individual ⇦ #4

Name (printed): Angela Verges

Signature of Guarantor (please sign below)

X _____ , an individual

Name (printed): _____

Owner/Officer Information

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Angela Verges	Rec Serv Mangr	0 %	09/09/1999	9 9 9 9 9 9 9 9 9	(734) 544-3800

Home Address:	City:	State:	Zip Code:	Years There:
7200 S Huron River Dr	Ypsilanti	MI	48197	2

Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
		%			

Home Address:	City:	State:	Zip Code:	Years There:

Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
		%			

Home Address:	City:	State:	Zip Code:	Years There:

Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
		%			

Home Address:	City:	State:	Zip Code:	Years There:

Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? ☐ Yes ☑ No If "yes," please attach details.

Bank Information (Attach Voided Check or Bank Letter):

	Routing Number:	DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	0 7 2 4 0 3 4 7 3	01388355311	☑	☑	☑	☑	☑	☑
Bank 2			☐	☐	☐	☐	☐	☐
Bank 3			☐	☐	☐	☐	☐	☐
Bank 4			☐	☐	☐	☐	☐	☐

Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location: ☐ Retail Location with Store Front ☐ Office Building ☐ Residence ☐ Other: _____

Surrounding Area: ☐ Commercial ☐ Industrial ☐ Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? ☐ Yes ☐ No

If no, explain: _____

Does the Merchant use a Fulfillment House? ☐ Yes ☐ No If yes, was the Fulfillment House inspected? ☐ Yes ☐ No

The Merchant: ☐ Owns ☐ Leases the business premises

Further comments by inspector (must complete): _____

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): _____

Representative Name: _____ Representative Signature: X _____ Date: _____

Sales Rep Name:	Sales Rep Code:	Sales Phone Number:	Sales Email Address:
	6329		

Amex annual volume < $1,000,000 ☑ YES ☐ NO Amex Acceptance ☑ YES ☐ NO Amex Marketing ☑ YES ☐ NO

Merchant Initials: AKS / KH #5

American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at https://www.americanexpress.com/privacy to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature X _____ **Name (printed):** Angela Verges **Title:** Rec Serv Mangr **Date:** _____

Hardware

Process Method: ☑ EDC ☐ Touchtone ☐ Paper
Platform: ☑ East ☐ Central ☐ Other _____
Imprinter: ☑ Own ☐ Purchase
Purchase Price per Unit: $ _____
Purchase Quantity - Standard: _____
Purchase Quantity - Handheld: _____
Total Regular Plates Needed: 1
Total Amex Plates Needed: 1
Total Plastic Cards Needed: 1
Global to schedule download? ☑ Yes ☐ No
Global to train? ☑ Yes ☐ No
☑ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Qty	Hardware Device	Rental/Purchase	Unit Price

Terminal Type: _____
Pinpad Type: _____
Printer Type: _____
Check Reader: _____
Terminal Application / PC Software Type: _____

Number of TIDS: 1 Product: X-Charge
Third Party Settlement
Term type: XC2 ☐ Terminal ☑ Host
Global PC Software: ☐ Own ☐ Purchase
If purchase, price $ _____ # of payments: _____

Special Instructions:

N (M)

Merchant Initials: DSS KAP

Cardholder Data Storage Compliance & Service Provider

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES ✓	NO ___	N/A ___
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES ___	NO ✓	N/A ___
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES ___	NO ✓	N/A ___
The signing merchant listed below has experienced an account data compromise.	YES ___	NO ✓ (I have never accepted payment cards.)	N/A ___
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES ___	NO ✓ (I have never accepted payment cards.)	N/A ___
Merchant utilizes an EMV enabled terminal	YES ___	NO ✓	N/A ___

*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions, revision number 10-18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Merchant's Signature - Owner/Officer Name 1:	Name (printed):	Title:	Date:
X [signature] (Supervisor)	~~Angela Verges~~ Brenda Stumbo	~~Rec Serv Mangr~~ Supervisor	2-15-2020 #7
Merchant's Signature - Owner/Officer Name 2:	**Name (printed):**	**Title:**	**Date:**
X [signature] (Clerk)	Karen Lovejoy Roe	Clerk	2-15-2020
Merchant's Signature - Owner/Officer Name 3:	**Name (printed):**	**Title:**	**Date:**
X			
Merchant's Signature - Owner/Officer Name 4:	**Name (printed):**	**Title:**	**Date:**
X			
Signing for Global Payments Direct, Inc.:	**Name (printed):**	**Title:**	**Date:**
X			
Signing for Member:	**Name (printed):**	**Name of Member (printed):** Wells Fargo Bank	**Date:**
X			

Merchant Initials: ~~___~~ #8

CARD SERVICES TERMS & CONDITIONS

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL.

The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China Union Pay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination

2. SERVICE DESCRIPTIONS.

Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

Provisions regarding debit card services are set forth in Section 27 below.

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. MARKETING.

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

5. PAYMENT, CHARGES AND FEES.

Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative.

Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

7. FINANCIAL INFORMATION.

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.

8. CHANGE IN BUSINESS.

Merchant agrees to provide Global Direct and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

9. TRANSFERABILITY.

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein.

10. WARRANTIES AND REPRESENTATIONS.

Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability

for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT , SOFTWARE OR SERVICES LEASED, SOLD OR OTHERWISE FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

11. INDEMNITY.

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

12.1 NEITHER MEMBER NOR GLOBAL DIRECT SHALL BE LIABLE FOR FAILURE TO PROVIDE THE SERVICES OR DELAY IN PROVIDING THE SERVICES INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND SUCH PARTY'S REASONABLE CONTROL. SUCH CAUSES OR CONDITIONS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, RIOTS, WAR, SHORTAGES OF LABOR OR MATERIALS, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, BREAKDOWNS, OPERATIONAL FAILURES, ELECTRICAL POWER FAILURES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, UNAVOIDABLE DELAYS, THE ERRORS OR FAILURES OF THIRD PARTY SYSTEMS, NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION, OR OTHER SIMILAR CAUSES BEYOND SUCH PARTY'S CONTROL.

12.2 **THE LIABILITY OF GLOBAL DIRECT AND MEMBER FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF ANY MALFUNCTION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, PERSONAL INJURY, OR PROPERTY DAMAGE, SHALL, IN THE AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CARD SERVICES AGREEMENT. THIS SHALL BE THE EXTENT OF GLOBAL DIRECT'S AND MEMBER'S LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST GLOBAL DIRECT OR MEMBER, WHETHER CONTRACT, TORT, OR OTHERWISE, AND THE FOREGOING SHALL CONSTITUTE MERCHANT'S EXCLUSIVE REMEDY.**

12.3 UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.

12.4 IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.

13. TERM AND TERMINATION.

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global Direct: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant's account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. RETURNED ITEMS/CHARGEBACKS.

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) Direct payment by Merchant -- At the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated

depositary or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all accounts referenced in Section 5 or any other accounts, including certificates of deposits, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account, (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER

NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES

17.1 **MANDATORY ARBITRATION: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CARD SERVICES AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE BASIS).** ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. **ANY ARBITRATION UNDER THIS CARD SERVICES AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.** The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Global Direct or Member and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or this Card Services Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf. Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS (www.jamsadr.com). For claims greater than $250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMs default arbitration rules shall apply). For claims equal to or less than $250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in

effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are $10,000 or less, not including the Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Merchant, prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Global Direct or Member its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Global Direct will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants Global Direct to advance the Arbitration Costs for a Small Arbitration Claim before filing, Global Direct will do so at the Merchant's written request which must be sent to Global Direct at the address set forth in the Notices section (Section 22) herein below.

If the Merchant's total damage claims in an arbitration exceed $10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and Global Direct (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Global Direct will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

17.2 Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Fulton County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.

17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

18. AMENDMENTS.

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either (i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or (ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct's notice.

19. WAIVER.

No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. EXCHANGE OF INFORMATION.

Merchant authorizes Global Direct to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. GENERAL.

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

22. NOTICES.

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

23. MERGER.

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

24. EFFECTIVE DATE.

This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

25. DESIGNATION OF DEPOSITORY.

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement.

Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

26. FINANCIAL ACCOMMODATION.

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.

Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks.

Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. DECLINE MINIMIZER SERVICES.

In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant accordance with this Agreement.

30. DISCOVER PROGRAM MARKS.

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

31. PAYPAL MARKS.

PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

32. AMERICAN EXPRESS CARD ACCEPTANCE.

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made,

at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 32 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 32, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 32 means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

33. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

34. SURCHARGES/OTHER FEES.

Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time.

Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

The items listed in this Section 34 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international MasterCard and Maestro transactions. (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. MasterCard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, MasterCard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

Merchant will also be assessed a Discover Network Authorization Fee.

Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a MasterCard CVC2 Transaction fee and the MasterCard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGES FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
- Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present: / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326, or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

Debit sponsorship is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number 10/18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Additional Owners
Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

CARD SERVICES TERMS & CONDITIONS

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL.

The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China Union Pay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination

2. SERVICE DESCRIPTIONS.

Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

Provisions regarding debit card services are set forth in Section 27 below.

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. MARKETING.

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such

service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

5. PAYMENT, CHARGES AND FEES.

Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

7. FINANCIAL INFORMATION.

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.

8. CHANGE IN BUSINESS.

Merchant agrees to provide Global Direct and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

9. TRANSFERABILITY.

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein.

10. WARRANTIES AND REPRESENTATIONS.

Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT , SOFTWARE OR SERVICES LEASED, SOLD OR OTHERWISE FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

11. INDEMNITY.

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

12.1 NEITHER MEMBER NOR GLOBAL DIRECT SHALL BE LIABLE FOR FAILURE TO PROVIDE THE SERVICES OR DELAY IN PROVIDING THE SERVICES INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND SUCH PARTY'S REASONABLE CONTROL. SUCH CAUSES OR CONDITIONS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, RIOTS, WAR, SHORTAGES OF LABOR OR MATERIALS, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, BREAKDOWNS, OPERATIONAL FAILURES, ELECTRICAL POWER FAILURES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, UNAVOIDABLE DELAYS, THE ERRORS OR FAILURES OF THIRD PARTY SYSTEMS, NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION, OR OTHER SIMILAR CAUSES BEYOND SUCH PARTY'S CONTROL.

12.2 **THE LIABILITY OF GLOBAL DIRECT AND MEMBER FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF ANY MALFUNCTION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, PERSONAL INJURY, OR PROPERTY DAMAGE, SHALL, IN THE AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CARD SERVICES AGREEMENT. THIS SHALL BE THE EXTENT OF GLOBAL DIRECT'S AND MEMBER'S LIABILITY ARISING**

OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST GLOBAL DIRECT OR MEMBER, WHETHER CONTRACT, TORT, OR OTHERWISE, AND THE FOREGOING SHALL CONSTITUTE MERCHANT'S EXCLUSIVE REMEDY.

12.3 UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.

12.4 **IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.**

13. TERM AND TERMINATION.

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global Direct: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant's account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. RETURNED ITEMS/CHARGEBACKS.

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) Direct payment by Merchant -- At the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depositary or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all accounts referenced in Section 5 or any other accounts, including certificates of deposits, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by

Global Direct and Member under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account, (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER

NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES

17.1 **MANDATORY ARBITRATION: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CARD SERVICES AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE BASIS).** ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. **ANY ARBITRATION UNDER THIS CARD SERVICES AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.** The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Global Direct or Member and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or this Card Services Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf. Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief.

The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS (www.jamsadr.com). For claims greater than $250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMs default arbitration rules shall apply). For claims equal to or less than $250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are $10,000 or less, not including the Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Merchant, prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Global Direct or Member its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Global Direct will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The

Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants Global Direct to advance the Arbitration Costs for a Small Arbitration Claim before filing, Global Direct will do so at the Merchant's written request which must be sent to Global Direct at the address set forth in the Notices section (Section 22) herein below.

If the Merchant's total damage claims in an arbitration exceed $10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and Global Direct (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Global Direct will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

17.2 Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Fulton County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.

17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

18. AMENDMENTS.

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either (i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or (ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct's notice.

19. WAIVER.

No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. EXCHANGE OF INFORMATION.

Merchant authorizes Global Direct to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. GENERAL.

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

22. NOTICES.

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

23. MERGER.

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

24. EFFECTIVE DATE.

This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

25. DESIGNATION OF DEPOSITORY.

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness

purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services

Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

26. FINANCIAL ACCOMMODATION.

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.

Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. DECLINE MINIMIZER SERVICES

In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant accordance with this Agreement.

30. DISCOVER PROGRAM MARKS.

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

31. PAYPAL MARKS.

PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

32. AMERICAN EXPRESS CARD ACCEPTANCE.

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by

reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 31 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 31, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 31 means an American Express Program Merchant with either
(i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

33. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

34. SURCHARGES/OTHER FEES.

Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

The items listed in this Section 33 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international MasterCard and Maestro transactions. (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. MasterCard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, MasterCard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

Merchant will also be assessed a Discover Network Authorization Fee.

Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure

Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a MasterCard CVC2 Transaction fee and the MasterCard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGES FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
  Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present: / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

Debit sponsorship is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

teesnap CUSTOMER AGREEMENT FORM V4.9

Last edited 10.15.2019

12/12/2019
Today's Date

12/31/2019
Quote Expires

COURSE INFORMATION

Michael Hoffmeister
Course Representative

Legal Business Name

Charter Township of Ypsilanti
Name of Course

7200 South Huron River Drive
Street Address

Ypsilanti
City

MI
State

48197
Zip Code

COURSE TYPE *(Choose one)*

- ○ Private
- ● Public
- ○ Semi-Private
- ○ F&B Only

NUMBER OF HOLES

- ○ 9
- ○ 27
- ○ 18
- ● Other

teesnap CUSTOMER AGREEMENT FORM V4.9

Last edited 10.15.2019

CORE PACKAGE	LICENSES	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Teesnap Golf + F&B Software Package (includes Teesnap Access Station & Strategic Account Management)	4	11,000.00	6,000.00	0.00	0.00	5,000.00
Each License covers up to 6 users						

COMPONENTS/ADD-ONS	INCLUDED	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Custom Website + Form Submissions *(SM Claiming, SM Syndication, Blog, Online Store)*						
Email Marketing Tool (Email journeys, Marketing Refresh API)						
In Person Training, Installation, and Ongoing Support						
Extra Day(s) of In-Person Training						
Webinar Training						

CORE + COMPONENTS/ADD-ONS TOTAL 5,000.00

MARKETING SERVICES	INCLUDED	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Managed Accounting Services						
Teesnap Social +						
Managed Marketing Lite						
Managed Marketing Pro						
Managed Marketing Thrive						
Teesnap Messenger Marketing						

PROFESSIONAL SERVICES TOTAL 0.00

ADDITIONAL HARDWARE	NUMBER INCLUDED
Thermal Cloud Printer - TSP65411	
Impact Cloud Printer - SP742CLOUDPRNT	
Thermal Bluetooth Printer - TSP654IIBI-24	
Cash Drawer - 13"x13"	
Cash Drawer - 16"x16"	

TOTAL MSRP	11,000.00
TOTAL DISCOUNT	6,000.00
SUBTOTAL	5,000.00
TAXES DUE	0.00
TOTAL ANNUAL PRICE DUE	5,000.00

PAYMENT & PRICING *(Please choose one)*

MONTHLY PAYMENT

You agree to pay Teesnap monthly installments of $ for months, starting on .

These payments will now be made by ACH electronic funds transfer, or by a monthly charge to Customer's credit card to be kept on file with Teesnap. Unpaid monthly installments or portions thereof shall carry forward until the entire balance is paid in full.

** All Credit Card payments are subject to an additional 2.75% processing fee that will be added to this payment.*

✓ ANNUAL PAYMENT

You agree to pay Teesnap $ 5,000.00 as a one-time annual payment.

This payment is valid for 1-year use of Teesnap. The terms of this agreement will expire on 01/14/2022 . Future annual payments will be made by ACH electronic funds transfer or by a charge to Customer's credit card to be kept on file with Teesnap.

** All Credit Card payments are subject to an additional 2.75% processing fee that will be added to this payment.*

TEEPAY

Based on the selected products and services, Course agrees to provide Teesnap Player(s) per day as payment.

These players will be available for sale on any day that the golf course is open and has availability throughout the term of this agreement.

UP FRONT PAYMENT

You agree to pay Teesnap an initial installment of $ due at least two (2) weeks prior to your installation and training.

This payment will be made by ACH electronic funds transfer, check, or a charge to Customer's credit card. Failure to make this payment on time may result in forfeiture of your scheduled installation date.

** All Credit Card payments are subject to an additional 2.75% processing fee that will be added to this payment.*

FORM OF PAYMENT

TEEPAY: TeePay is an alternative payment method that allows the Course to provide Teesnap a mutually agreed upon number of players per day in exchange for products and services. A single "Player" is defined as one (1) individual 18-hole round (with cart) made available for sale by Teesnap for its own benefit. Each Player shall be made available for sale beginning on the first day of the month and will be made available on subsequent days throughout the month. Teesnap will never offer more than the daily agreed upon Player(s) unless otherwise agreed upon by the Customer.

The tee times of the individual 18-hole rounds provided as Player(s) shall be mutually agreed upon. Teesnap shall have the ability to sell Player(s) at a price that is at the discretion of Teesnap (except where mutually agreed upon). Player(s) will be available for purchase on the Customer's website. Teesnap will collect payments for Teepay Times and all applicable taxes directly from golfers.

Throughout the term of this agreement, the Course agrees to use the Teesnap booking portal on their website as the sole provider for online tee time reservations. Additionally, any time where there are tee times available to the public, the Course agrees to ensure those times are available online for purchase through the Teesnap booking portal.

MONTHLY/ANNUAL: Customer agrees to pay the Total Annual Price Due in US Dollars, based on the Payment and Pricing identified above, by one of the following methods:

ACH Electronic Funds Transfer - An ACH Electronic Authorization Payment Form must be completed. Funds transfers will occur on the dates and schedule specified in this Agreement. (Preferred Method)

Credit Card on File - A Credit Card Authorization form must be completed. Customer shall be charged a processing fee equivalent to that which Teesnap is charged for payments made by credit card. Customer shall be liable for any and all fees (annual fees, late payment fees, etc.) associated with the credit card. Customer's card on file will be billed on the dates and schedule specified in this Agreement. (Monthly or Annual Only)

PROCESSING FEES

A 2.75 % processing fee will be charged on all Customer credit and debit card transactions. The fee will be deducted from the Customer's total credit and debit card activities each day. Sales tax is applicable on processing fees in the following states: CT, NM, OH, and the District of Columbia.

* Please note that for installment plans, tax rates for any taxes collected may be subject to change based on applicable government laws and/or regulations.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the "Agreement") effective as of (the "Effective Date") is made and entered into by and between Charter Township of Ypsilanti , with its principal place of business at 7200 South Huron River Drive (hereinafter the "Customer"), and Teesnap, LLC, a Nevada limited liability company, with a registered address located at 1201 N. Town Center Drive, Las Vegas, NV 89144 ("Teesnap"). Customer and Teesnap may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Customer wishes to purchase and utilize services and the system (the "System") provided by Teesnap.

WHEREAS, Teesnap provides technology services to Customers and Restaurants to enable orders for food, beverages, Point-of-Sale, Reservations, and related products and services provided by the "Customer" and facilitates payment to the "Customer" for the purchases with a permitted Payment Method ("Payment Transactions").

NOW, THEREFORE, in consideration of the mutual promises contained herein and the agreements set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and Teesnap agree as follows:

SECTION 1. DESCRIPTION OF SERVICES

1.1 Upon implementation of the System, Teesnap will provide Customer with access to its System and the selected services (the "Services") as described on page 2 of this Agreement.

1.2 System will be installed on 01/14/2019 (the "Installation Date").

1.3 Teesnap hereby grants Customer a limited, non-transferable, and non-exclusive license to remotely access and use the System solely during the Term (as defined herein) of the Agreement. Except for this limited usage right during the Term, nothing in this Agreement grants Customer any rights, title or interest in the System, Services, or any deliverables provided by Teesnap. Teesnap reserves the right to make changes and updates to the functionality and/or documentation of the System from time to time.

SECTION 2. TEESNAP ACCOUNT

2.1 Teesnap may conduct an installation and training session of the System. During this time, Teesnap and Customer will work together to customize Customer's account for the System. This includes, but is not limited tothe following:

a. Customizing Customer's account with Teesnap;
b. Customizing Customer's administrative environment for all related personnel and products;
c. Customizing Customer's products, including the cost and retail pricing for each product Customer offers; and
d. All other steps required for the operation of the System.

2.2 Customer's account will facilitate Customer's use of the System and will allow Customer to receive current reservations, sales related information, and other information pertaining to Customer's relationship with Teesnap.

2.3 Teesnap is not and will not be liable for any loss or damage arising from Customer's failure to manage and maintain its account. Each Customer is solely responsible and liable for marketing, selling, pricing, packaging, and provision of any products or services offered through the Services in compliance with all applicable laws, regulations, and rules or industry standards ("Applicable Law"). Teesnap makes no representation or warranty regarding whether a Customer holds any applicable permit, license, registration, or other credential for its business; whether representations by a Customer are true or accurate; or whether a Customer complies with Applicable Law, and Teesnap is not responsible for the quality of the products or services provided by the Customer.

SECTION 3. SYSTEM PARTICIPATION

3.1 **Customer Offerings.** To participate in the System, Customer must supply the content and images to describe and illustrate the Customer and its service offerings ("Customer Offerings"), by completing and submitting, or authorizing an agent to complete and submit, the information to Teesnap. Customer Offerings include, but are not limited to, tee time pricing, pricing on retail items, and pricing on food and beverage. Customer is responsible and liable for all Customer Offerings and terms, and for Teesnap's or any purchaser's use or reliance on any of the foregoing.

3.2 **Promotion of Golf Course.** Teesnap reserves the right to market the Golf Course Offerings to the Golf Course customers. Teesnap will be responsible for creating and designing the email that will promote and market the Golf Course and the Golf Course Offerings by sending marketing emails to Golf Course customers. The Customer acknowledges and agrees that it will, at all times, be in compliance with the CAN-SPAM Act. This includes, but not limited to, promptly honoring any opt-out/unsubscribe requests received from a customer. Teesnap does not warrant or guarantee the use of the System will result in any particular amount of revenue or profit to the Customer.

3.3 **Responsibility for Customer Offering.** Customer represents that all services provided by the Customer for customers booking through the System will be consistent with prevailing industry standards for similar Customers in the area. Customer will be responsible for all customer service with respect to the Customer Offerings. Teesnap shall have no liability for the nature, completeness, or accuracy of information provided by Customer about the Customer Offerings or the fulfillment of the Customer Offerings.

3.4 **Processing of Sale.** All sales transactions for the Customer will be processed through the System. Customer agrees that the System will be the exclusive reservation and retail system used by the Customer, and that all golf related commercial activities, including the reservation of calendar for tee times, will be booked through the System during the Term ofthis Agreement.

3.5 **License to Customer's Content.** During the Term of this Agreement, Customer hereby grants Teesnap a non-exclusive, worldwide, transferable, irrevocable, and sub-licensable license to use, copy, distribute, display, and perform any of Customer's content concerning the Customer and the Customer Offerings (including any trademarks, trade names, logos or copyrighted material of Customer to beincluded in any advertising of the Customer or Customer Offerings) in any and all media or formats in connection with Teesnap's fulfillment of its rights and obligations under this Agreement, including the promotion of the Customer and Customer Offerings.

3.6 Customer Data. Customer acknowledges that it will own all data collected by, or on behalf of, Teesnap pursuant to this Agreement, including all information and data of individuals who may or do purchase the Customer Offerings ("Customer Data"); provided, however, that Teesnap and its affiliates shall have the right to use any such data collected by it for marketing or other purposes. Teesnap affiliates shall not use Customer Data to compete with Customer Offerings, but may use Customer Data to market non-competing products and promotions to course customers. Teesnap shall take commercially reasonable efforts to protect the security of Customer Data and comply with all laws relating to the processing of any Customer Data, including any applicable subscribe/unsubscribe requirements with regard to email communications. If Customer becomes aware of, or suspects, any unauthorized access to or use of Customer Data by Teesnap, Customer shall immediately notify Teesnap and shall cooperate with Teesnap in the investigation of such breach and the mitigation of any damages.

3.7 Press Release. Teesnap may, in its sole discretion, include Customer and the Customer in any press release regarding the Customer Offerings described herein or otherwise identify Customer as one of its Customer clients. Any press release Customer may want to issue which includes Teesnap must be pre-approved in writing by Teesnap prior to release.

3.8 PCI Compliance. Teesnap is and will remain PCI compliant for the life of the product. The annual PCI compliance certification (SAQ) is the sole responsibility of Teesnap. Documentation required for validation of this process or confirmation of completion is available upon request.

3.9 Hardware and Data Usage. Customer agrees to utilize the hardware and cellular data connection exclusively for the purposes set forth in this Agreement. This includes limiting use to authorized apps, websites, and approved add-ons. Teesnap reserves the right to modify, suspend access, and/or pass on fees incurred by Teesnap for excessive data usage.

SECTION 4. PAYMENT TERMS

4.1 System Pricing. In return for the Services and System provided by Teesnap to Customer hereunder, Customer shall deliver the number of Player(s) as set forth on page 2 of this Agreement. In the event that Teesnap is unable to generate enough revenue to cover costs via the Teepay option, Teesnap reserves the right to post double the agreed upon daily allotment but will never sell more than the original total monthly allotment. Additionally, Teesnap will work with the golf course on mutually agreeable alternative payment options.

4.2 Additional Fees. If an ACH Electronic Funds Transfer debit request is not successful; Customer will be subject to a $15 transaction fee for each occurrence. Additionally, any aged balance beyond 30 days will be subject to a monthly late fee equal to 15% of the balance owed.

4.3 Currency. All payments hereunder shall be in US Dollars (USD) and made by check, credit card, debit card, or ACH electronic transfer. Credit and debit card payments are subject to a processing fee as indicated in this Agreement.

4.4 Customer Products Pricing. All prices for the Customer Offerings shall be established by the Customer. Any price changes to the Customer Offerings shall become effective once loaded into the System.

4.5 Customer Sales and Payment Processing. Teesnap will be responsible for processing all credit and debit card payments from Customer's customers. Customer's name will be displayed on the customer's statement as the sales agent. The System will also track all cash transactions. The Customer shall be responsible for handling and processing of all cash payments.

4.6 Payments to Customer. The third-party payment card processor will process all credit and debit card activities for the Customer. The third-party payment card processor will remit proceeds via Automated Clearing House (the "ACH") to Customer account within two business days.

4.7 Taxes.

Taxes Related to Customer Offerings:

Customer shall be solely responsible for any taxes, levies, duties and/or similar governmental assessments (collectively, "Taxes") of any nature assessable by any jurisdiction whatsoever in connection with the purchase and/or use of Customer Offerings. Customer agrees to hold Teesnap harmless of any liability with respect to any such Taxes.

Taxes Related to Teesnap Services:

If the collection and remittance of Taxes to governmental bodies is applicable on Teesnap Services, Customer agrees to pay Teesnap the amounts to be collected and remitted. Information on assessed and remitted taxes concerning Customer's Teesnap Services will be provided to Customer by Teesnap. Please note that any Taxes collected may be subject to change based on applicable government laws and/or regulations.

4.8 Hardware. During the Term of this Agreement, or any renewal thereof, Teesnap agrees to replace, at no additional cost to Customer, any hardware provided under this Agreement that is deemed defective or inoperable, in Teesnap's sole opinion. Customer will be responsible for

cost of the replacement of any hardware that is damaged by Customer or any of its employees, agents or subcontractors.

4.9 Reports. Teesnap will provide comprehensive reports summarizing Customer's activities for:

a. Each Period;

b. All tax related reporting including state, county, and local taxes; and

c. Any other activity designated by Customer.

SECTION 5. TERM AND TERMINATION

5.1 Term. This Agreement is effective as of the Effective Date set forth above and will remain in effect for two (2) years (the "Initial Term"). After the Initial Term and until terminated with 30 days' advance notice by either Party, as provided herein, this Agreement shall be automatically extended for successive one (1) year periods, unless renegotiated prior to end of the Term.

5.2 Termination for Convenience. Either Party may terminate this agreement at any time, with or without further obligation, except for any outstanding and undisputed payments due to a Party, by providing the other Party with ninety (90) days advance written notice.

5.3 Termination by Breach of Agreement. In the event either Party breaches any of the material terms or conditions of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice specifying the nature of the breach, the non-breaching Partymay terminate this Agreement without any further delay or obligation hereunder.

5.4 Effects of Termination. If either Party terminates this Agreement per the provisions of section 5.2 or 5.3, Customer shall i) forfeit any and all pre- paid expenses and fees; Teesnap shall have the right to debit via ACH, or charge a CCoF, for any and all outstanding payments due to Teesnap; to include Early Termination Fees outlined in section 5.5.

5.5 Early Termination Fee. If Customer terminates this Agreement per the provisions of section 5.2, Customer shall pay Teesnap within fifteen (15) days from the date of termination, an early termination fee of fifty percent (50%) of the remaining balance set forth in this Agreement. If Customer is paying via Teepay, Customer shall pay Teesnap, within fifteen (15) days from the date of termination, an early termination fee of one-thousand dollars ($1,000) per month for each month remaining on the current term. If Customer terminates this Agreement for any reason prior to the Installation Date or within ninety (90) days from the Installation Date, Customer shall pay Teesnap an additional flat fee of one thousand five hundred dollars ($1,500) as reimbursement to Teesnap for travel expenses.

5.6 Equipment Return. Upon termination of this Agreement for any reason Customer will, within fifteen (15) days from the date of termination, return all equipment leased to Customer by Teesnap. If leased equipment is not returned, or is damaged upon receipt, Teesnap shall have the right to debit via ACH, or charge a CCoF, the full replacement value for the leased equipment.

SECTION 6. MANAGED MARKETING SERVICES

6.1 Services. Customer appoints Teesnap as its exclusive agent to market, provide guidance, and intelligence, and to consult Customer on marketing initiative(s). In this capacity, Teesnap shall have all powers as may be necessary r expedient to carry out the purposes of and the transactions contemplated in this Agreement and will provide such insight as needed, as well as access to Teesnap's Managed Marketing Team.

6.2 Teesnap will manage the following Services to Customer:

a. Website Management
b. Online Store Management
c. Email Marketing Management
d. Social Media Management
e. Paid Ads on Social Media
f. Messenger Marketing

Planning Calendar

Customer and Teesnap agree that the planning and communication stage of this Agreement is essential to its success. Both Parties will, tothe best of their abilities, meet via electronic meetings or in person to develop the yearly plan. In executing this plan, both Parties also agree that they must work together to make it successful in design and execution.

Website Management

Customer and Teesnap agree that when new pages and new designs are required, both Parties will agree to the branding look and feel of such pages and that new page creation will not exceed four new pages in any given week.

Email Management

Customer and Teesnap agree that Teesnap will provide drafts of emails to Customer and Customer will sign off on drafts before sends. Customer and Teesnap agree that previously signed off on email templates may be sent without approval. Customer agrees that no more than 10 email campaigns will be sent in any given week.

Paid Social Media

Customer and Teesnap agree that Teesnap will have admin privileges to Facebook, Google, and LinkedIn. Customer and Teesnap will agree on budget spend for any given strategy and that Customer's credit card on file will be in good standing for such spending. This spending will be in addition to Teesnap Managed Marketing service cost.

Messenger Marketing

Teesnap will integrate Customer's Teesnap website and Facebook Messenger marketing via the growth tools. Teesnap will engage Customer's audience in accordance with the Facebook Messenger terms and services. Flows and sequences will also be managed in accordance with Facebook's terms of use. In any given week during the year, a limit of one new flow and one new set of sequences will be programmed by Teesnap.

SECTION 7. DISCLAIMER OF WARRANTIES, WAIVER, AND LIMITATION OF LIABILITY

7.1 Disclaimer of Warranties. You expressly understand and agree that your use of the services and all information, products, and other content (including that of third-parties) included in or accessible from the service is at your sole risk. The service is provided on an "as is" and "as available" basis.

Neither Teesnap nor its third-party providers will be liable or responsible for any products or services provided by customer that are a cause of injury or that are unacceptable or do not meet your requirements or expectations.

Except for the express warranties set forth herein, Teesnap and its third-party providers hereby expressly disclaim all express or implied warranties with regard to the services and all information, products, and other content (included that of third-parties) included in or accessible from the services, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement and quality. Teesnap relies upon customers to provide accurate allergen and dietary information and general product safety. Teesnap does not represent or warrant that the information accessible through the services is accurate, complete, reliable, current, or error-free, including, without limitation, menus, nutritional and allergen information, photos, food quality or descriptions, pricing, hours of operation, or reviews. All content in provided for informational purposes only. The reliance on any information provided through the service is solely at your own risk, including, without limitation, nutritional and allergen information.

Teesnap and its third-party providers make no representations or warranties regarding (i) whether the services will meet your requirements; (ii) the reliability, availability, timeliness, suitability, accuracy or completeness of the services; (iii) the results you may obtain by using the services; (iv) whether the operation or use of the services will be uninterrupted or error-free; or (v) whether the quality of the service, or products or service, information or other material purchased or obtained through the services will meet your expectations.

Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and you are solely responsible for any damage to your computer system or device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Teesnap or a third-party through or from the services will create any warranty not expressly stated in these terms.

You acknowledge that neither Teesnap nor it's third-party providers controls the transfer of data over communications facilities, including the internet, and that neither Teesnap nor its third-party providers are responsible for any limitations, delays, or other problems inherent in the use of such communications facilities without limiting the foregoing, neither Teesnap nor its third-party providers warrants or guarantees that any or all security breaches or attacks will be discovered, reported, or remedied, or that there will not be any security breaches by third-parties.

7.2 Limitation of Teesnap's Liability. In no event will Teesnap be liable under any contract, negligence, strict liability, or other theory, for any direct, indirect, special, punitive, incidental, exemplary or consequential damages, including but not limited to damages or lost profits, goodwill, use, data or other intangible losses, even if Teesnap has been advised of the possibility of such damages and even if a remedy set forth herein has failed its essential purpose. To the maximum extent permitted by law, Teesnap's aggregate liability to you or any third-parties in any circumstance is limited to one hundred dollars ($100 USD).

7.3 State Exceptions. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, Teesnap's limitation of liability will be limited to the maximum extent permitted by law.

7.4 Reliance on Limitations. Each party acknowledges that the other party has entered into these Terms of Service relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.

7.5 Force Majeure. Teesnap will not be liable for any failure or delay resulting from any condition beyond its reasonable control, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet

disturbances.

SECTION 8. DATA SECURITY

8.1 Data Security Practices. Customer agrees to use security technologies and techniques in accordance with industry best practices, including those relating to the prevention and detection of unauthorized use and access of systems and networks. A "Security Breach" is any act or omission that results in: (i) the unauthorized access or use of confidential information; or (ii) a breach of the physical, technical, administrative or organizational safeguards put in place by the either Party, that relate to the protection of the security, confidentiality, or integrity of confidential information. In the event of a Security Breach, Customer shall provide Teesnap with the name and contact information for a Customer employee or position which shall serve as Teesnap's primary contact and shall be available to assist Teesnap twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach. To the extent permitted by law and law enforcement authorities, Customer shall notify Teesnap of a Security Breach as soon as practicable by phone and in writing, but no later than twenty-four (24) hours after Customer becomes aware of it. Immediately following Customer's notification to Teesnap of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach.

8.2 Data Protection Regulations. Customer shall, at all times, maintain policies, practices and procedures sufficient to comply with data protection regulations such as the EU General Data Protection Regulation, or the California Consumer Privacy Act (to take effect on January 1, 2020). In the event Customer is found to be in violation of such data protection regulations or similar laws, Customer shall indemnify and hold harmless Teesnap from any claims, demands, or liability arising from Customer's breach or violation of the same.

8.3 Modification of Terms. Teesnap reserves the right to modify any portion of these Terms of Service at any time in its sole discretion by notifying you of any changes by electronic mail, posting of the updated Terms of Service on its Website, or delivering an alert through the Application. The changes will become effective, and shall be deemed accepted by you, upon the effective date stated or initial posting/delivery date (if none is stated) and shall be effective on a going-forward basis. If you do not agree to these Terms of Service or any updated version of the Terms of Service, your sole and exclusive remedy is to terminate your use of the Services.

8.4 Miscellaneous. Any action, claim, or dispute related to these Terms of Service will be governed by the laws of Nevada, excluding its conflicts of law provisions, and controlling U.S. federal law. The Uniform Computer Information Transactions Act will not apply to these Terms of Service. If any provision of these Terms of Service Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Service, which will remain in full force and effect. Failure of Teesnap to act on or enforce any provision of these Terms of Service will not be construed as a waiver of that provision or any other provision herein. No waiver will be effective against Teesnap unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Teesnap and Customer, these Terms of Service constitute the entire agreement between you and Teesnap with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between you and Teesnap with respect to the subject matter. The section headings are provided merely for convenience and will not be given any legal import. These Terms of Service will inure to the benefit of our successors and assigns. You may not assign these Terms of Service without our prior written consent. Any information submitted or provided by you to the Services might be publicly accessible. Important and private information should be protected by you.

IN WITNESS WHEREOF, the Parties have agreed to the terms of this Agreement as of the Effective Date.

Ypsilanti Township	Teesnap, LLC
Customer	
2-18-2020	
Date	Date
Brenda Stumbo / Karen Lovejoy Roe	
Signature	Signature
Brenda Stumbo / Karen Lovejoy Roe	
Printed Name	Printed Name
Supervisor / Clerk	
Title	Title

Contract # _____

COUNTY OF WASHTENAW, MICHIGAN

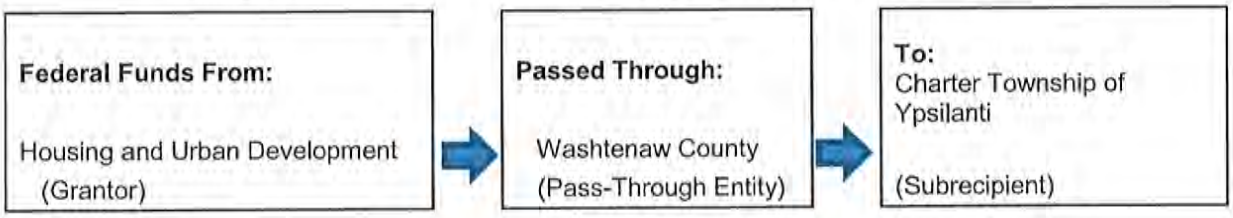
Agreement for Subaward of Federal Financial Assistance

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this **1st day of February, 2020,** by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, ***Charter Township of Ypsilanti,*** located at 7200 S. Huron River Drive, Ypsilanti, MI 48197, (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the Continuum of Care as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement



ARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	Charter Township of Ypsilanti
Subrecipient DUNS Number	781488648
Federal Award Identification Number (FAIN)	$29,659.00 - B-17-UC-26-006 $192,678.00 - B-19-UC-26-006
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	2017 – October 19, 2017 2019 – July 23, 2019
Subaward Period of Performance (start and end date)	2/1/2020 - 12/31/2020
Amount of Federal Funds Obligated by this Agreement	

Total Amount of Federal Funds Obligated to the Subrecipient	$222,337.00
Total Amount of the Federal Award	2017 – $1,846,861.00 2019 - $2,123,502.00
Federal Award **Project Description** (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	This contract includes support of construction costs associated with the Ypsilanti Township Community Center flooring project located at 2025 E. Clark in the Charter Township of Ypsilanti.
Name of Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N Main PO Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14 218 – Community Development Block Grant
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	Not applicable

WHEREAS, the Grantee receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the Grantee is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the Grantee has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of the City of Ann Arbor, City of Dexter, City of Saline, City of Ypsilanti, Ann Arbor Township, Augusta Township, Bridgewater Township, Dexter Township, Lima Township, Manchester Township, Northfield Township, Pittsfield Township, Salem Township, Saline Township, Scio Township, Superior Township, Sylvan Township, Webster Township, York Township, and Ypsilanti Township; and

WHEREAS, the Subrecipient has agreed to collaborate with the Office of Community and Economic Development (OCED) to manage this public improvement project; and

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, THE PARTIES AGREE AS FOLLOWS:

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use Washtenaw Urban County 2017 and 2019 CDBG funds for the eligible construction costs associated with the Ypsilanti Township Community Center flooring project located at 2025 E. Clark in the Charter Township of Ypsilanti. Project involves installation of approximately 6,525 square feet of new floor tiles where the existing flooring is in poor condition and poses safety concerns. The contract will be paid for with 2017 and 2019 Urban County CDBG funding, ***not to exceed Two Hundred Twenty Two Thousand Three Hundred and Thirty Seven Dollars and Zero Cents ($222,337.00),*** in accordance with the budget in Attachment B.

ARTICLE III - PAYMENT AND CASH MANAGEMENT

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to the CDBG Management Analyst, and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports ***as requested*** to *the OCED* Senior Fiscal Assistant. The Subrecipient shall submit programmatic reports ***as requested*** *to* CDBG Management Analyst.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in

the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient and/or subcontractors shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement subject to the provisions 2 CFR 200.318.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V - TERM

This contract begins on the date of this agreement and ends on ***December 31, 2020*** *with an option to extend for (1) additional one (1) year period.* No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this agreement.

Section 4 – The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
3. Audit Certification

ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE VIII- PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval.

Section 2 - The Subrecipient will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipent. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient. Nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the subrecipient (Ypsilanti Township).

ARTICLE XI- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of $100,000 each accident for any employee.

2. Commercial General Liability Insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.

3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of $1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o***: INSERT DEPARTMENT, ADDRESS, CITY, STATE & ZIP CODE AND Contract #_____***, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper

licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, 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 XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either $13.61 per hour with benefits or $15.18 per hour without benefits. Agreementor agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2020 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

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

ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXI - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees and agrees to indemnify and protect the County against such liability.

ARTICLE XXII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this agreement by written amendments signed by both parties.

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

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

The County and the Subrecipient agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation. This is not to be construed as a waiver of governmental immunity for either party.

ARTICLE XXV - EXTENT OF AGREEMENT

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

ARTICLE XXVI – PRIVITY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

Contract # _____

ARTICLE XXVIII - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO:

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

WASHTENAW COUNTY (Pass-Through Entity)

By:_____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

By:_____
Teresa Gillotti (DATE)
Director

Charter Township of Ypsilanti (Subrecipient)

By: Brenda Stumbo 2/18/2020
Brenda Stumbo (DATE)
Township Supervisor

APPROVED AS TO FORM:

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

By: Karen Lovejoy Roe 2-18-2020
Karen Lovejoy Roe (DATE)
Township Clerk

Contract # _____

OMB Approval No. 0348-0042

STANDARD ASSURANCES - CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Contract # _____

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Drew Clem / Authorized Rep
Signature of Subrecipient's Authorized Representative

Ypsilanti Township
Name of Subrecipient Organization

Supervisor / Clerk
Title of Subrecipient's Authorized Representative

2-19-2020
Date Submitted

Contract # _____

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

Contract # _____

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address. city, county, state, zip code)

_____

_____

_____

Check [ ] if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Ypsilanti Township
Name of Subrecipient Organization

Brenda Stumbo Karen Lovejoy Roe
Printed Name and Title of Subrecipient's Authorized Representative

Signature of Subrecipient's Authorized Representative

2-19-2020
Date

Contract # _____

Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend $750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the $750,000 federal expenditure threshold.

Program: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: _____

Street Address: _____

City, State, Zip Code: _____

Independent Audit Firm: _____

Certification for Fiscal Year Ending (mm/dd/yyyy): _____

(Check appropriate box):

☐ I certify that the Subrecipient shown above **does not expect** to expend $750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.

☐ Icertify that the Subrecipient shown above **expects it will** expend $750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

_____ _____

Signature of Subrecipient's Authorized Representative Date

For Washtenaw County Use Only

Reviewed By:_____ Date:_____

Contract # _____

ATTACHMENT A- SCOPE AND LOCATION OF SERVICES & PROJECT TIMELINE

NARRATIVE DESCRIPTION/ SCOPE OF WORK:

WASHTENAW COUNTY will contract with the **TOWNSHIP** for the eligible construction costs associated with the Ypsilanti Township Community Center flooring project located at 2025 E. Clark in the Charter Township of Ypsilanti. Project involves installation of approximately 6,525 square feet of new floor tiles where the existing flooring is in poor condition and poses safety concerns. These activities will be paid for with 2019 CDBG funding in accordance with the budget in Attachment B.

PROJECT TIMELINE:

A competitive request for proposals will be issued, to culminate in the selection of a contractor to perform the Ypsilanti Township Community Center flooring replacement project. It is anticipated that the Township will award a bid in Spring 2020 for construction to occur in August 2020 during a scheduled facility closure.

Activity	Deadline
Bid Opening	By 3/31/2020
Charter Township of Ypsilanti will award contract to most responsible and responsive bidder.	April 2020
Pre-Construction meeting	Late June 2020
Contractor and Township to complete Section 3 Plan; contractor to submit all required CDBG paperwork.	By 7/31/2020
Contractor will begin construction.	8/10/2020
Office of Community Development will perform Davis-Bacon Interviews.	8/10/2020–8/24/2020
Contractor will complete construction.	8/24/2020
Charter Township of Ypsilanti will submit request for reimbursement from Washtenaw County OCED, along with accompanying proof of payment, original Davis-Bacon payroll forms, and Section 3 Summary Report.	10/31/2020
Project Completion Date:	**10/31/2020**

Contract # _____

ATTACHMENT B- PROJECT BUDGET

SUMMARY OF TERMS:

The COUNTY agrees to pay to or on behalf of the **TOWNSHIP** an amount not to exceed **Two Hundred Twenty Two Thousand Three Hundred and Thirty Seven Dollars and Zero Cents ($222,337.00) in 2017 and 2019 CDBG Funds** according to the budget below:

PROJECT BUDGET:

Ypsilanti Township Community Center Flooring Project DESIGN Budget	
REVENUE SOURCE(S):	**TOTAL**
Grant Amounts CDBG (2017) – Allocation	$29,659.00
Grant Amounts CDBG (2019) – Priority Project Award	$61,898.00
Grant Amounts CDBG (2019) – Allocation	$130,780.00
Other Support (In-Kind)	
Status of Funds	
Total Revenues	**$222,337.00**
PROGRAM EXPENSES	**TOTAL**
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	
Space & Related Costs	
Printing / Supplies	
Specific Assistance - scholarships	
Audit	
Program Evaluation	
Marketing	
Other – postage, communications	
Other – travel, insurance	
Other – staff development	
Other – construction	$215,000.00
Total Expenditures	**$215,000.00**

MEMORANDUM OF AGREEMENT

Between

Region 2 Planning Commission

And

Charter Township of Ypsilanti

This Agreement is between Region 2 Planning Commission (hereinafter referred to as "Region 2") and Charter Township of Ypsilanti (and also, individually, a "party" and, collectively, "the parties").

1. **Purpose; Scope of Services** – This Agreement articulates the mutual commitments in which Region 2 and Charter Township of Ypsilanti are involved whereas Charter Township of Ypsilanti will support and assist Region 2 in the work described in Attachment A (the Project). Region 2 will oversee the development of the project and performance under this Agreement. Charter Township of Ypsilanti agrees to put forth its best efforts in managing and delivering the products and services, as described in "Attachment A", incorporated herein (hereinafter referred to as the "Work"). Charter Township of Ypsilanti agrees that no dollars provided under this contract shall be used for the purchase of alcohol or entertainment, as outlined in the proposal in "Attachment A."
2. **Term** – The term of this Agreement shall be from July 19, 2019 to September 30, 2020. During the Term, this Agreement may be modified at any time by a mutual written agreement of the parties authorized to enter into this Agreement (the undersigned). Additional funds may be added by modifying the Agreement with a new work plan reflecting tasks mutually agreed upon by both parties.
3. **Termination** – Region 2 or Charter Township of Ypsilanti may terminate this Agreement at any time by giving 30 days written notice to the other party via such party's e-mail address as provided below. Region 2 may, however, terminate this Agreement without notice for due cause. Cause shall include, but not be limited to:
   - The failure of Charter Township of Ypsilanti to perform its obligations under this Agreement, in a timely, acceptable and proper manner, or Charter Township of Ypsilanti's unwaived breach of any material term of this Agreement. Should such a violation occur, Charter Township of Ypsilanti shall be notified and given 15 days, or such longer period as Charter Township of Ypsilanti may authorize in writing, after receipt of such notice to cure the violation.
   - A good faith determination by Region 2 that successful completion of the Project is not achievable.
   - Termination or suspension of Project funding by Region 2.
4. **Compensation** – Region 2 shall pay Charter Township of Ypsilanti an amount not to exceed $26,690 for services rendered by Charter Township of Ypsilanti and accepted by Region 2, for labor and work-related expenses in accordance with the budget in Attachment A. Any additional expenses incurred by Charter Township of Ypsilanti not initially included in the scope of services set forth in Section 1 and Attachment A, must be authorized in advance by Region 2, in its sole discretion.

Charter Township of Ypsilanti further agrees that all compensation payable to Charter Township of Ypsilanti is set forth in this Section 4 and Attachment A and neither Charter Township of Ypsilanti nor its employees, agents or subcontractors are entitled to any other benefits or compensation, such as those customarily afforded to employees of Region 2, and these parties expressly waive any claim to same, except as may be required by law.

Should this Agreement be terminated, for any reason, prior to expiration of the Term, Region 2 shall not be obligated to pay Charter Township of Ypsilanti the entire sum set forth above in this Section 4, but shall be responsible to pay to Charter Township of Ypsilanti only those amounts due and owing for services performed by Charter Township of Ypsilanti prior to termination that Region 2 has deemed acceptable and/or any expenses incurred prior to termination that have been approved by Region 2.

5. **Method of Payment** – Region 2 will pay Charter Township of Ypsilanti in response to monthly invoices received from Charter Township of Ypsilanti. Invoice amounts will be a based on progress towards completion of the work and budget described in Attachment A.

6. **Conduct of Work; Independent Contractor Status** – Charter Township of Ypsilanti shall, at all times, conduct the Work as an independent contractor and shall not in any manner hold itself or its employees, agents or subcontractors out as employees or agents of Region 2. Charter Township of Ypsilanti acknowledges and agrees that:

   - Charter Township of Ypsilanti will be using its independent judgment and professional expertise to provide the services set forth in this Agreement. In providing said services, Charter Township of Ypsilanti shall use the highest standards of its profession;
   - Charter Township of Ypsilanti, consistent with the Work, is expected to perform the responsibilities of this Agreement in good faith, in a manner that is in the best interest of Region 2, and shall put forth its best efforts in performance of the Work;
   - This Agreement shall not preclude Charter Township of Ypsilanti from providing services to other third parties to the extent that it does not interfere with Charter Township of Ypsilanti's obligations to Region 2 hereunder;
   - Region 2 will not supervise, set the hours or manner of performance, or otherwise be responsible for the activities of Charter Township of Ypsilanti or its employees, agents or subcontractors;
   - Charter Township of Ypsilanti shall supervise and direct the Work using that skill and attention as is customary in Charter Township of Ypsilanti's area of expertise, and shall be responsible for all appropriate means, methods, techniques, sequences and procedures, provided that Region 2 retains ultimate authority, responsibility over and approval of the services performed hereunder;
   - Charter Township of Ypsilanti shall furnish and pay for all labor, materials and equipment required in connection with the performance of the Work;
   - No negligent act or omission by Charter Township of Ypsilanti, or its employees or agents or subcontractors, shall in any way obligate or be binding on Region 2;
   - This Agreement shall not be construed to create a joint venture, partnership, association, or other affiliation or like relationship between Charter Township of Ypsilanti and Region 2, it being specifically agreed that their relationship is and shall remain that of independent parties to An agreement relationship, as set forth herein;

- Neither Charter Township of Ypsilanti nor its employees, agents, or subcontractors shall have any claim under this Agreement or otherwise against Region 2 for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, or unemployment insurance benefits or other employee benefits of any kind. Accordingly, Charter Township of Ypsilanti understands and agrees that (i) it will not be treated as Region 2's employee for federal tax purposes; (ii) Region 2 will not withhold, on behalf of Charter Township of Ypsilanti, any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, including federal (such as FICA and FUTA), state and local taxes which may be payable on the compensation received from Region 2, and that all such payments, withholdings, and benefits, if any, are the sole responsibility of Charter Township of Ypsilanti, and (iii) Charter Township of Ypsilanti shall indemnify and hold Region 2 harmless from any and all loss or liability arising from its failure to make such payments, withholding, and benefits, if any.

7. **Good Standing** – Charter Township of Ypsilanti represents that it is in good standing in the State of it Michigan. Charter Township of Ypsilanti also represents that it, as the case may be, is not currently barred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs.
8. **Drug-Free Workplace; Equal Opportunity Employer** – Charter Township of Ypsilanti represents that it operates as a drug-free workplace and as an Equal Opportunity Employer.
9. **Indemnification and Hold Harmless** – Charter Township of Ypsilanti shall defend, indemnify and hold Region 2 harmless from and against all losses, costs, damages and expenses (including attorney's fees) arising out of Charter Township of Ypsilanti's performance of the Work or breach of any of the terms and conditions of this Agreement. Charter Township of Ypsilanti shall further indemnify and hold Region 2 harmless from and against all losses, costs, damages and expenses (including attorney's fees) Region 2 may incur as a result of Charter Township of Ypsilanti's own or Charter Township of Ypsilanti's employee's, agent's or subcontractor's operation of a motor vehicle in the course of completing any obligations hereunder.
10. **Confidentiality** – Charter Township of Ypsilanti agrees to treat in the strictest confidence Region 2's business and financial affairs, all Client matters and identities, personnel, and other matters related to the conduct of Region 2's business and understands that any breach of such confidence shall be grounds for termination of this Agreement. Charter Township of Ypsilanti also agrees not to publish or otherwise disclose any such information or data obtained in the course of performance of this Agreement without the express written consent of Region 2 before, during or after the Term. Charter Township of Ypsilanti agrees and covenants that it will not, at any time, either during the Term or thereafter, disclose to any other person, firm, or corporation, or use for its own benefit, any information, confidential or otherwise, obtained from the Project or Region 2 in connection with the performance of services under this Agreement. Each party agrees not to conduct any activities using information obtained during the course of this relationship for its own benefit or which would be to the detriment, or intended or probable detriment, of either party, or either party's clients.
11. **Work Products** – The parties acknowledge that this Agreement is a work for hire Agreement and that all of the information, data, analysis and conclusions provided to Region 2, in whatever form or format, are the intellectual property of Region 2.
14. **Governing Law; Venue**– This Agreement shall be governed by the laws of the State of Michigan, without regard to its conflict of laws principles. All disputes arising under this Agreement between the parties shall be resolved in good faith by the parties, but failing compromise or agreement, the parties hereto (a) irrevocably submit to the jurisdiction and venue of any state or federal court sitting

in Ann Arbor, Michigan, and (b) waive, to the fullest extent that they may effectively do so, the defense of inconvenient forum or improper venue. The parties also agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties hereto acknowledge and agree that each knowingly, voluntarily and intentionally waives any right either of them may have to a trial by jury in any litigation based upon or arising out of this Agreement or any of the transactions contemplated by this Agreement. Neither party will seek to consolidate, by counter claim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

15. **Entire Agreement; Severability** – This Agreement, including Attachment A, represents the entire agreement between Region 2 and Charter Township of Ypsilanti with respect to the subject matter hereof, and supersedes and annuls all prior agreements, promises, understandings, or representations, of any nature, made at any time between Region 2 and Charter Township of Ypsilanti relating to the subject matter hereof. No subsequent agreements, promises, or representations, of any nature, shall be binding and effective between the parties and this Agreement may be modified only by a written instrument signed by an authorized officer of Region 2 and Charter Township of Ypsilanti (the undersigned). In the event that any portions of this Agreement should be invalid under applicable existing law, then such portions are to be modified in the letter and intent of this Agreement to the extent permitted by applicable law so as to be rendered valid. Any portions of this Agreement which are invalid under applicable law shall not render this Agreement or any other part hereof invalid, but such invalid portions shall be inapplicable until an appropriate court (as set forth above in Section 14) or the parties hereto have made appropriate changes, in accordance with applicable law, to achieve the intent of the invalid provision.
16. **Conflict of Interest** – Charter Township of Ypsilanti may engage in work for others while engaged in the Work. Charter Township of Ypsilanti agrees, however, to advise Region 2 fully of any services it is providing or may provide to other parties during the term of this Agreement that might constitute a conflict of interest or the appearance of a conflict of interest with the parties' responsibilities to the Work. If either party determines a conflict of interest exists and efforts to resolve the matter to the satisfaction of both parties fail, the unresolved conflict of interest shall be grounds for immediate termination of this Agreement. Should such a possible appearance of a conflict of interest occur, Charter Township of Ypsilanti shall be notified and given 15 days, or such longer period as Region 2 may authorize in writing, after receipt of such notice to resolve the matter.
17. **Assignment; Binding Effect** – This Agreement may not be assigned in whole or part by either party without the express written consent of the other party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
18. **Counterparts --** This Agreement may be executed in any number of counterparts with the same effect as if the signatures to each were upon the same instrument.

Acceptance and Signature

Acceptance for Region 2:

Steven M. Duke
Executive Director

Region 2 Planning Commission
120 W. Michigan, 9th Floor
Jackson, MI 49201
517.768.6706
517.788.4635
Email: SDuke@co.jackson.mi.us

Acceptance for Charter Township of Ypsilanti:

Brenda Stumbo / Karen Lovejoy Roe
Supervisor / Clerk 2-18-2020

Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
734.484.4700

Contact: Karen Lovejoy Roe
Email: klovejoyroe@ytown.org

Attachment A -- Scope of Work

Deliverables

The Ypsilanti Township grant award team will work on developing a business plan for "The American Center for Innovation". The work plan for this phase of this project includes engaging with the primary target user population, and identifying other users of the facility as it matures and expands. Further, the plan will identify how the facility is supported—both financially, and through in-kind support, such as staffing and equipment donations. To determine optimal functionality of the facility and funding options, we will conduct research and a series of interviews with individuals and groups of private sector companies, non-profits, public sector representatives, the educational community—both secondary and post-secondary, FIRST robotics teams, and others.

The main components of the scope of work include **Project kickoff, Benchmark research, Forming a non-profit, Evaluating the facility, Evaluating equipment needs, Developing fundraising strategy, and Developing parameters for a sustainability plan.** The final product will be a business plan that can be used to guide the development and operation of The American Center for Innovation.

It is envisioned the Center can be self-sustaining entity within five years. This current stage of the project will cover phase one of the development plan. In the period from project start through September 2020, the partners will concentrate on performing foundational start-up tasks, so that the Center can be ready to launch. These tasks include forming a non-profit organization and advisory committee/Board, creating a one year and five year budgets, conducting discussions focused on physical changes and alterations needed for the facility, creating a fundraising plan, and actively soliciting funding, and developing a sustainability model. Some of these tasks will be worked on simultaneously.

This is the process for Phase One, which will lead to a business plan for the center:

- Kick-off meeting, meetings-with staff, advisory groups, support organizations, and related activities
- Form advisory team(s)—including academic, public sector, and private sector representatives
- Research—benchmarks and best practices from similar facilities in Michigan and nationally, such as at Kettering University, Southwest (DHDC), Pinckney schools. Provide a cursory overview of facilities that can offer best practices to development and operation of the American Center for Innovation
- Formation of non-profit organization
- Conduct individual meetings with business, academia, non-profits, and public sector organizations for the purpose of generating financial and in-kind support, and providing input for the business plan

- Assess the identified facility and costs—space assessment, rent/lease, fixed costs, possibility of an alternative location, etc.
- Assess equipment needs, and staffing costs
- 5 year budget—determine financial metrics of revenues and expenses, and create budget
- Develop funding strategy—develop catalogue of donors, foundations, grants, public sector funding programs such as SMART Zone, etc. determine what it will cost to build, open and operate the Center
- Develop initial marketing promotional plan
- Deliver final business plan, including launch implementation plan, sustainability model and performance evaluation metrics

The following timeline assumed a kickoff date of June, 2019. The project has launched later, so the timeline has been adjusted. Further, the dates listed are targets for initiation and finalization of the task, and may need to be extended, or finish early. The dates can be adjusted according to the township's schedule and the availability of key people.

Task	Expected completion date
Initial meeting with Ypsilanti Township team to coordinate project assistance and roles	By March 1, 2020
Form advisory team—to help with "big" issues of starting the Center and assessing initial needs, possible funders, supporters, equipment acquisitions, programming, etc.	Initial advisors by end of March, others added as project progresses
Establish a Founder's Board which will work on the early phases of opening the Center, and will be instrumental in forming a permanent Board of Directors.	End of June
Research, visit and benchmark other facilities	Begin by end of March, finish end of August
Apply for state and federal non-profit 501(c)3 status *	Begin application by March 15
Building assessment—initial assessment of physical assets and configuration. May need separately funded engineering analysis	As buildings are available for assessment
Equipment—Assessment of equipment needs for the facility	After building assessment—mid summer, 2020

Prepare five-year budget	Preliminary budget by end of July
Prepare fund raising strategy	End of August
Develop contact list of potential funders—with input from advisory team, county and state representatives, academia, private sector, and others	Ongoing through September
Meet with potential funders and supporters	Ongoing through end of August
Meet with state agency representatives, such as MEDC, workforce development, and education to discuss funding opportunities	Ongoing through end of August
Meet with non-profits, academia, and industry to plan programming at the Center	Begin by mid-March and ongoing through end of August
Define requirements for permanent staff	End of August
Develop elements and messaging for outreach/marketing plan*	End of August
Provide monthly reports on activities and milestones	Monthly
Develop a final business and launch plan, including scalability plans, and initial marketing and promotional elements.	By September 30, 2020

DETROIT ELEVATOR COMPANY

SINCE 1914

SERVICE AGREEMENT

TO: Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197
Attn: Mr. Wayne Dudley

DATED AT: Ferndale, Michigan, January 20, 2020

DETROIT ELEVATOR COMPANY proposes to furnish service on: One (1) Hydraulic Passenger Elevator, State of Michigan Serial No. 15152

LOCATED AT: Same

This agreement shall be effective for a period of Five (5) years and to ensure continuous service, the agreement shall be automatically renewed for successive one (1) year periods. The agreement is non-cancelable, except for non-performance. Non-performance is defined as our inability to remedy any deficiencies within thirty days after received written notification from purchaser. This agreement may be terminated by either party at the end of the five (5) year period or at the end of any subsequent one (1) year period from the effective date of the agreement by providing ninety (90) days written notice in advance of the anniversary date to that effect. Notice shall be sent by certified mail.

For the sum of **$188.00** per quarter, payable quarterly

The service to consist of oiling and cleaning machinery, motor and controller, greasing or oiling bearings and guides of the elevators quarterly.

Price subject to adjustment based on increases negotiated with the International Union of Elevator Constructors and the percentage of materials increase shown by the U.S. Department of Labor Wholesale Price Index.

This proposal shall become a valid contract only when accepted by the Purchaser and subsequently approved by an authorized representative of the company. All prior representations or agreements, whether written or oral, not incorporated herein are superseded. No agent or employee shall have authority to waive any clause of the proposal. The company reserves the right to discontinue this service at any time, without notice, until payments under this agreement shall have been made as agreed.

In the event the purchaser's acceptance is in the form of a purchase order or other document, the provisions, terms and conditions of this proposal shall govern, regardless of the acceptance or acknowledgment of such purchase order or similar document.

DETROIT ELEVATOR COMPANY

BY _____
Christopher M. Frump, Sales Representative

ACCEPTANCE
Service to begin Upon Acceptance

Purchaser acknowledges that it has read and reviewed the terms on the reverse side of this agreement. The terms and conditions on the reverse side of this document are incorporated herein and made a part of this contract.

The foregoing proposal is hereby accepted at the prices and upon the terms and conditions named herein.

Dated 2-18-2020

Approved:
Ferndale, Michigan _____ (Date)

Purchaser: _____ (Signature)

DETROIT ELEVATOR COMPANY

Name Printed Brenda Stumbo / Karen Lovejoy Roe

Title Supervisor / Clerk

_____ (Authorized Signature)

Phone (734) 484-4700

Fax Number ( )

Email bstumbo@ytown.org / klovejoy@ytown.org

2121 Burdette, Ferndale, Michigan 48220-1402 (248) 591-7484 Fax (248) 591-7491
Manufacturers of Passenger and Freight Elevators

DETROIT ELEVATOR COMPANY

Current Hourly Labor Service Rates

	Straight	Overtime
Mechanic	$212.00	$345.00

*Expenses (Zone, Mileage, Etc.) not include in above rates
Sundays & Holidays are Double Time

Current State of Michigan Required Elevator Testing Rates

Category 1 (Annual) Testing	$ 760.00
Category 3 (Three Year)Testing	$1,360.00

Page 2

TERMS AND CONDITIONS

It is understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that the Detroit Elevator Company assumes any liability on account of injury or damage to persons or property, except those directly due to the negligent acts or omissions of the Detroit Elevator Company or its employees, and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or bout the elevators referred to is in no way affected by this agreement. The Detroit Elevator Company shall not be responsible or liable for any loss, damage, detention, or delay caused by strikes, lock outs, fire, explosion, theft, lighting, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes or shortages of materials or workmen due to Government priorities or request or the demands of the National Defense Program, Act of God, or by any caused beyond its reasonable control, and in any event it shall not be liable for consequential damages. No work, or service other than that specifically mentioned herein, is included or intended.

Purchaser agrees that if the Purchaser should breach any terms of this agreement, Detroit Elevator Company shall be entitled to recover its actual attorney fees and costs incurred to enforce the terms of this agreement.

Detroit Elevator Company shall be entitled to recover 12% interest per annum on all past due amounts from corporate Purchasers and 7% interest per annum on all past due amounts from individual Purchasers.

The Purchaser acknowledges that this agreement was executed in Ferndale, Michigan and that any action to enforce this agreement shall be brought in a count of jurisdiction located either at Oakland County Circuit Court, Pontiac, Michigan or the 43rd District Court, Ferndale, Michigan.

In the event that the Purchaser orally directs additional work beyond the scope of the base contract work, without a written change order, Detroit Elevator shall be entitled to receive payment for the extra labor and materials as compensation for the extra work, calculated at their current regular billing rates.

Equipment installed by firms other than Detroit Elevator Company may contain proprietary or access restricted components which require special tools to access the micro-processor controls, diagnostics and programming. These special tools are usually unavailable to the building owner and to our firm. In the event such equipment is maintained by Detroit Elevator Company and has a micro-processor related failure, you may be required to contact the original equipment manufacturer for repair or equipment programming/re-programming, the cost of which is not included in this contract.

Elevator Company	monthly	Quarterly	Annual Testing	Cat 3 Test	Term\Years	Note:
Otis	$ 117.80	$ 180.00	Extra	$ 4,164.23	5	Price will be **increased or decreased by the percent** increase or decrease in the straight time hourly labor cost under the IUEC contract on 01/01/2019 which was **93.410**
Lardner	$ 225.00	$ 225.00	$ 900.00	$ 1,600.00	5	Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC
Detroit Elevator		$ 188.00	$ 760.00	$ 1,360.00	5	The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect

CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #2 - REVISED

FEBRUARY 18, 2020

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase $109,438.00

Request to increase budget for PTO payout request of 80 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	**Prior Year Fund Balance**	**101-000-000-699.000**	**$1,941.00**
		Net Revenues	**$1,941.00**
Expenditures:	**Salaries Pay Out - PTO & Sick**	**101-265-000-708.008**	**$1,803.00**
	FICA	**101-265-000-715.000**	**$138.00**
		Net Expenditures	**$1,941.00**

Request to increase budget for the purchase and installation of 32 streetlights paid by developers at Village at Majestic Lake and Majestic Lake Estates subdivisions. There will be a special assessment district set up to pay for annual operations and maintenance. The purchase and installation will be funded by funds received from Diverse Real Estate - Lombardo Homes.

Revenues:	**Contributions for Streetlights/Cameras**	**101-000-000-675.002**	**$107,497.00**
		Net Revenues	**$107,497.00**
Expenditures:	**Streetlight - Construction**	**101-956-000-926.050**	**$107,497.00**
		Net Expenditures	**$107,497.00**

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)

Total Increase $155,859.00

Request to increase the budget for the renovations of the Burns Park Tennis Courts. A request to award the bid to Best Asphalt will be presented as the February 18, 2020 Board meeting. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues:	**Prior Year Fund Balance**	**212-000-000-699.000**	**$155,859.00**
		Net Revenues	**$155,859.00**
Expenditures:	**Park Improvements**	**212-970-000-975.795**	**$155,859.00**
		Net Expenditures	**$155,859.00**

CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #2 - REVISED

FEBRUARY 18, 2020

249 - BUILDING DEPARTMENT FUND — Total Increase $3,855.00

Request to increase the motor pool lease line for the 2018 Ford F150 truck #94 which was traded from Environmental to Building for the 2019 Dodge Ram #701. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues:	**Prior Year Fund Balance**	**249-000-000-699.000**	**$3,855.00**
		Net Revenues	**$3,855.00**
Expenditures:	**Motor Pool Lease/Maintenance**	**249-249-000-943.000**	**$3,855.00**
		Net Expenditures	**$3,855.00**

266 - LAW ENFORCEMENT FUND — Total Increase $1,721.00

Request to increase the motor pool lease line. This is a result of combining the Housing Inspection Fund with Law Enforcement Fund - Ordinance. There was a new 2019 Ford Explorer purchase in 2019. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues:	**Prior Year Fund Balance**	**266-000-000-699.000**	**$1,721.00**
		Net Revenues	**$1,721.00**
Expenditures:	**Motor Pool Lease/Maintenance**	**266-304-000-943.000**	**$1,721.00**
		Net Expenditures	**$1,721.00**

590 - COMPOST FUND — Total Increase $4,438.00

Request to increase budget for PTO payout request of 180 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	**Prior Year Fund Balance**	**590-000-000-699.000**	**$4,438.00**
		Net Revenues	**$4,438.00**
Expenditures:	**Salaries pay out - PTO**	**590-590-000-708.004**	**$4,123.00**
	FICA	**590-590-000-715.000**	**$315.00**
		Net Expenditures	**$4,438.00**

CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #2 - REVISED

FEBRUARY 18, 2020

595 - MOTOR POOL FUND **Total Increase $22,188.00**

* **Request to increase the budget for the purchase a 2020 Ford Escape for the Planning Department from the Motor Pool Fund. The quote came from Jack Demmer Ford at $21,188 and will we need approximately $1,000 for TWP detailing . The Planning Department in the General Fund will be paying the motor pool back over a 5 year period. The purchase will be funded by an Appropriation of Prior Year Fund Balance.**

Revenues:	**Prior Year Fund Balance**	**595-000-000-699.000**	**$22,188.00**
		Net Revenues	**$22,188.00**
Expenditures:	**Capital Outlay/Vehicles**	**595-595-000-985.000**	**$22,188.00**
		Net Expenditures	**$22,188.00**

* **Revised at February 18, 2020 Board meeting - The Board approved to go with Jack Demmer Ford's Ford Escape at $21,188 instead of the lowest bid of $20,979.50 for a Dodge Journey to keep the OSC Fleet all Ford vehicles.**

Motion to Amend the 2020 Budget (#2)

Move to increase the General Fund budget by $109,438 to $9,451,459 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General Fund II budget by $155,859 to $2,092,689 and approve the department line item changes as outlined.

Move to increase the Building Fund budget by $3,855 to $905,355 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by $1,721 to $8,120,227 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by $4,438 to $948,857 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by $21,730 to $288,272 and approve the department line item changes as outlined.

DTE Gas Main Renewal Program

Ypsilanti Township

2020 Progress Update

February 18, 2020

Gas Renewal Program (GRP) Introduction and Benefits

- $3.5 billion investment to the natural gas infrastructure improving safety and reliability.
- Upgrade Includes: new pipes and service lines, meter relocation from inside to outside of the building and installation of new natural gas advance meters.

Benefits include:

- New and improved materials minimize the risk of gas leaks.
- Enables remote meter shutoff response to gas leaks.
- Minimize estimated meter reads.
- Eliminates the need for DTE to enter the home for maintenance.
- Facilitates more frequent comprehensive inspections and maintenance
- Done at absolutely no additional cost to customers.

Ypsilanti Township Scope of Work - Status February 18, 2020

- Installing 6.8 miles of new gas main
- .7 completed to date

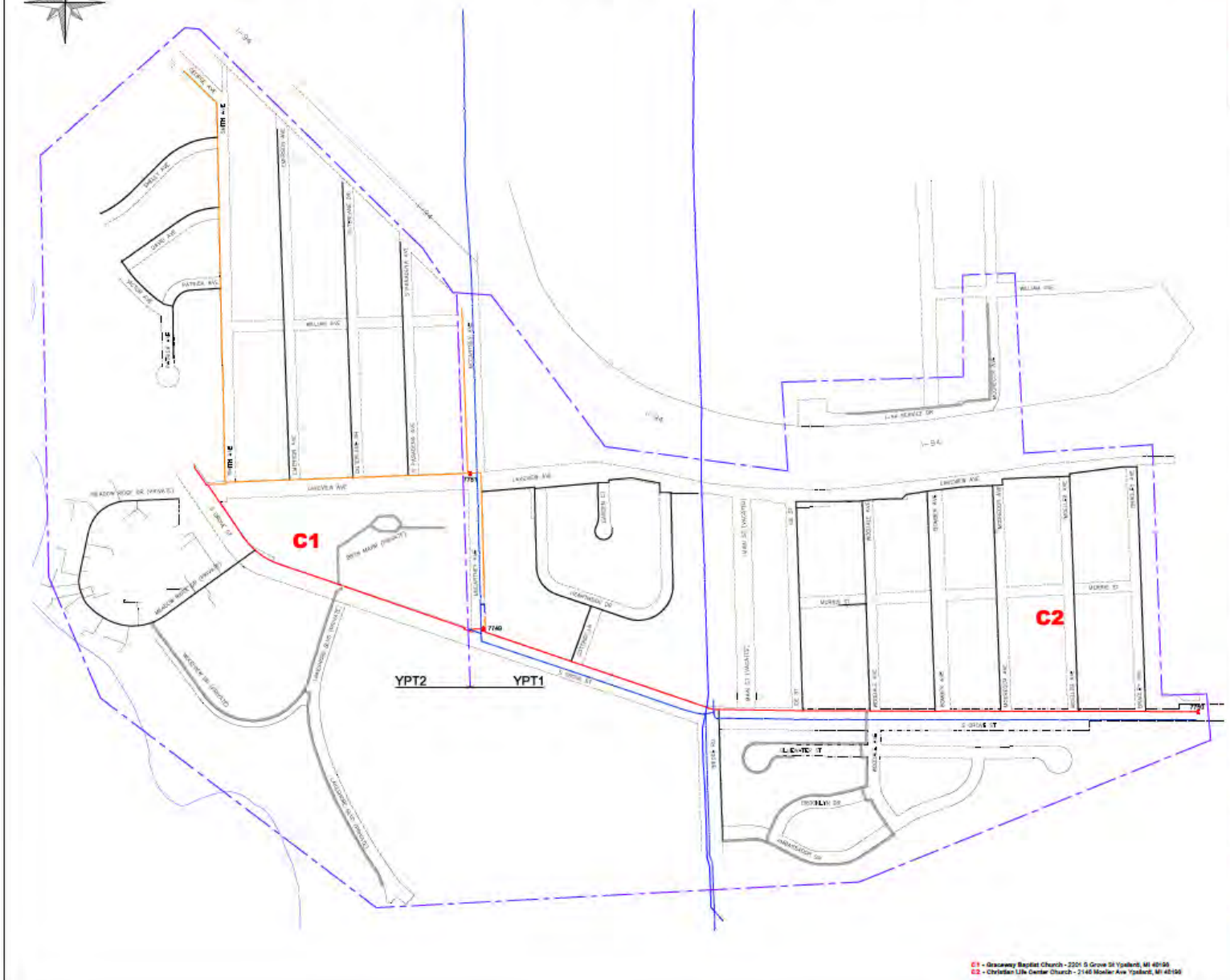
135 meters will be moved to home's exterior

547 services impacted total

Beginning service work 2/24

- Property to be temporarily restored during winter
- Final restoration within 30 days beginning 5/1 (Potentially earlier weather dependent)
- All backlog to be complete by 6/1

MAIN RENEWAL - YPSILANTI 1 & 2 - OVERALL - INSTALL (MAOP 60 PSIG)



INSTALLATION BILL OF MATERIAL

PART	QUANTITY
PIPE	
2" MDPE	
3" MDPE	
4" MDPE	
6" MDPE	
8" HDPE	
REDUCER	
3"X2" MDPE	
4"X2" MDPE	
4"X3" MDPE	
6"X4" MDPE	
8"X6" HDPE	
TEE	
2" MDPE	
3" MDPE	
4" MDPE	
6" MDPE	
8" HDPE	
45° ELBOW	
3" MDPE	
4" MDPE	
6" MDPE	
8" HDPE	
90° ELBOW	
2" MDPE	
3" MDPE	
4" MDPE	
6" MDPE	
8" HDPE	
COUPLING	
2" MDPE	
3" MDPE	
4" MDPE	
6" MDPE	
8" HDPE	
CAP	
2" MDPE	
3" MDPE	
4" MDPE	
6" MDPE	
8" HDPE	
VALVE	
3" MDPE	
4" MDPE	
6" MDPE	
8" HDPE	

ABANDONMENT BILL OF MATERIAL

TYPE	QUANTITY
CAST IRON	
CW STEEL	
BARE STEEL	
WROUGHT IRON	
PLASTIC	
INSIDE METERS	
OUTSIDE METERS	
2" OR GREATER SERVICES	

PROJECT BOUNDRY
CITY BOUNDRY
WATER
RAIL ROAD
COUNTY ROW
MDOT ROW
RETEST
2" MDPE
3" MDPE
4" MDPE
6" MDPE
8" HDPE
12" HDPE
HIGH PRESSURE
SEPARATION VALVE
NEW DISTRICT

C1 - Graceway Baptist Church - 2201 S Grove St Ypsilanti, MI 48198
C2 - Christian Life Center Church - 2146 Moeller Ave Ypsilanti, MI 48198

DTE

Property Restoration Following Upgrade

- Customers upgraded in Dec 2019 – April 2020 property restoration complete by June 30, 2020.
- Customers upgraded in May 2020 – November 2020 property restoration complete within 30 days.
- Customers upgraded in November 2020 – April 2021 property restoration complete by June 30, 2021.
- Restoration Information available here: (See tab "What Gas Customers Can Expect")

Dteenergy.com/gasrenewal

Methods of Communication

1) Letter
   - Customer Notification USPS letter and email (sent to premise and landlord)
   - Restoration Reminder Nov – April (sent to premise and landlord)
   - 10-day Notice to Service Termination (if access is not granted; left on door)

2) Door Hangers
   - Schedule Appointment
   - Restoration Process/Care
   - Final – restoration complete

3) Nextdoor.com (and app)

4) Website
   - Frequently Asked Questions:http://dteenergy.com/gasrenewal
   - Program Status map: http://dteenergy.com/gasrenewalmaps

Customer Notification Letter

DTE Energy is Upgrading Natural Gas Infrastructure

DTE

RE: Natural gas upgrade
Address
Address

Dear xx,

DTE Energy will be in your neighborhood soon to upgrade the natural gas infrastructure. We are replacing the aging natural gas lines with modern, long lasting pipes to ensure safe, reliable delivery of gas service to you now and for future generations.

The upgrade includes moving equipment located inside your home to your home's exterior. To do this, we need to access your home (see phase three). Exterior located gas meters eliminate the need for DTE to enter your home for meter maintenance and readings and allows more frequent, comprehensive meter inspections. This work is done at no additional cost to you.

If you have questions about this upgrade, please contact us at the phone number below.

Bryan Valrance
Manager, Gas Operations, DTE Energy

متوفر باللغة العربية
Disponible en español
Dostępne w języku polskim
dteenergy.com/gasrenewal

DTE GAS INFRASTRUCTURE UPGRADE

Check your status: dteenergy.com/gasrenewalmaps
Frequently Asked Questions: dteenergy.com/gasrenewal
Contact: 313.270.9240
A DTE rep is available from 8:00 am - 4:00 pm Monday - Friday.
Leave a message if calling after hours.

What to expect

PHASE ONE: Notification
- This is your first notice; upgrade construction begins in approximately 2 -3 weeks.
- During the upgrade, we will communicate progress via door hangers, face to face and on Nextdoor.com
- Check your status here: dteenergy.com/gasrenewalmaps

PHASE TWO: New Gas Lines Installed
- New main gas lines will be installed near the street and new service lines will be run to homes.
- Sidewalks and lawns may be torn up. A temporary solution will be put in place until permanent restoration is complete.

PHASE THREE: Interior Meter Moved Out
- Gas meters located inside the home will be moved to your home's exterior where the gas line enters your home and upgraded if needed.
- DTE will knock on your door to schedule a convenient time during the construction process on your street to move the meter. We'll leave a door hanger with contact information if you are not home.
- If the meter is already outside, DTE will only enter your home after the installation is complete to relight your appliances. We'll let you know how to schedule this appointment once your upgrade is complete.
- During this phase your gas service will be interrupted for 2 -3 hours.

PHASE FOUR: Property Restoration
- DTE will restore all affected sidewalks, lawns, landscaping and driveways within 30 days of completion in May-October.
- If the upgrade is completed in November-April, a temporary solution will remain in place until weather permits permanent restoration. All restoration will be completed by June 30.

Letter and email sent prior to start of gas main installation

Copy of letter and translations available here. See tab "What Gas Customers Can Expect" Dteenergy.com/gasrenewal

DTE
One Energy Plaza
Detroit, MI 48226-1221

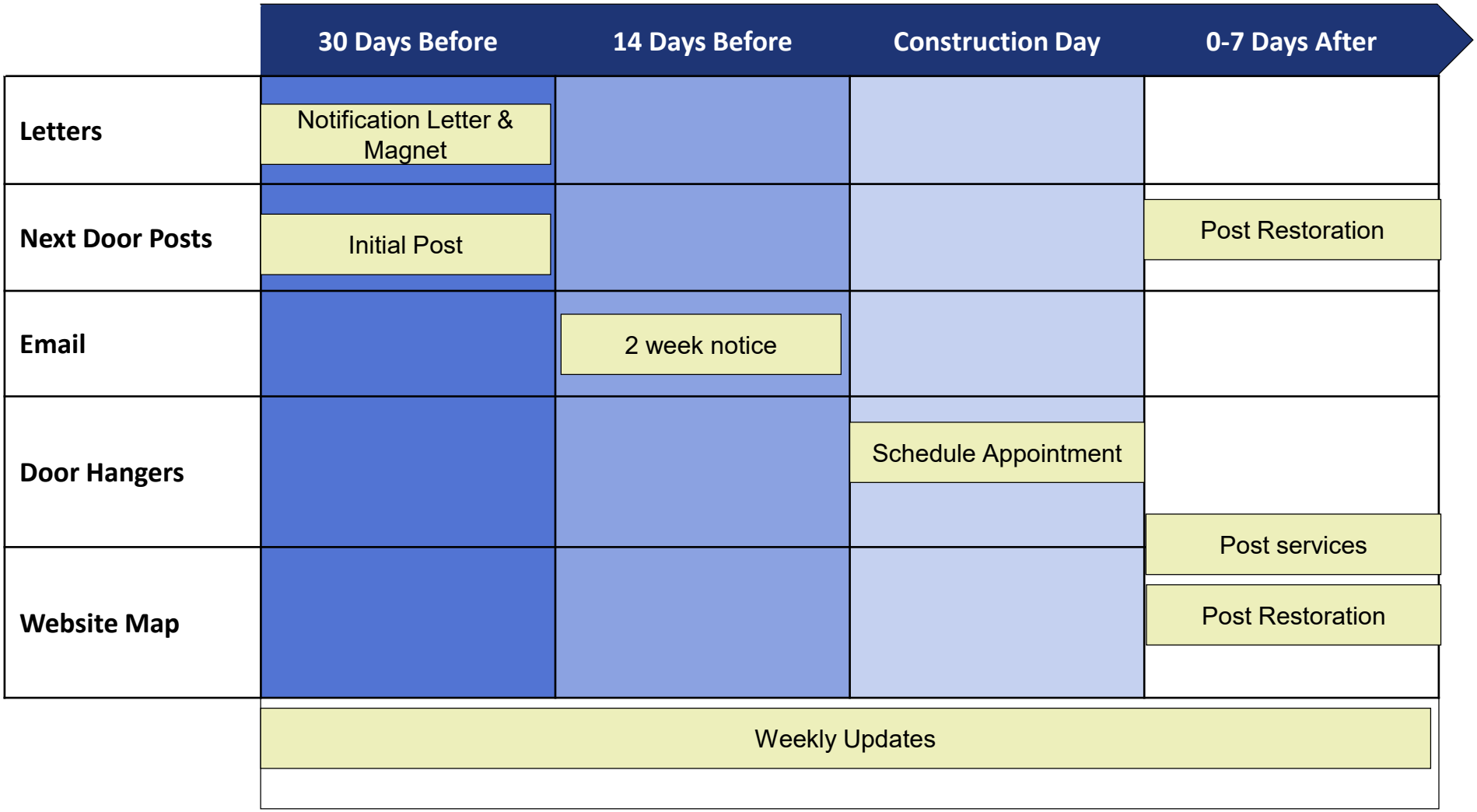
FIRST CLASS MAIL
PRESORTED
U.S. POSTAGE
PAID
DETROIT, MI
PERMIT 724

Customer Name
Address
Address

Notification of Service Interruption

Door Hangers

Communication Cadence



Gas Renewal Program Contact

313 - 270 – 9240

A DTE representative is available

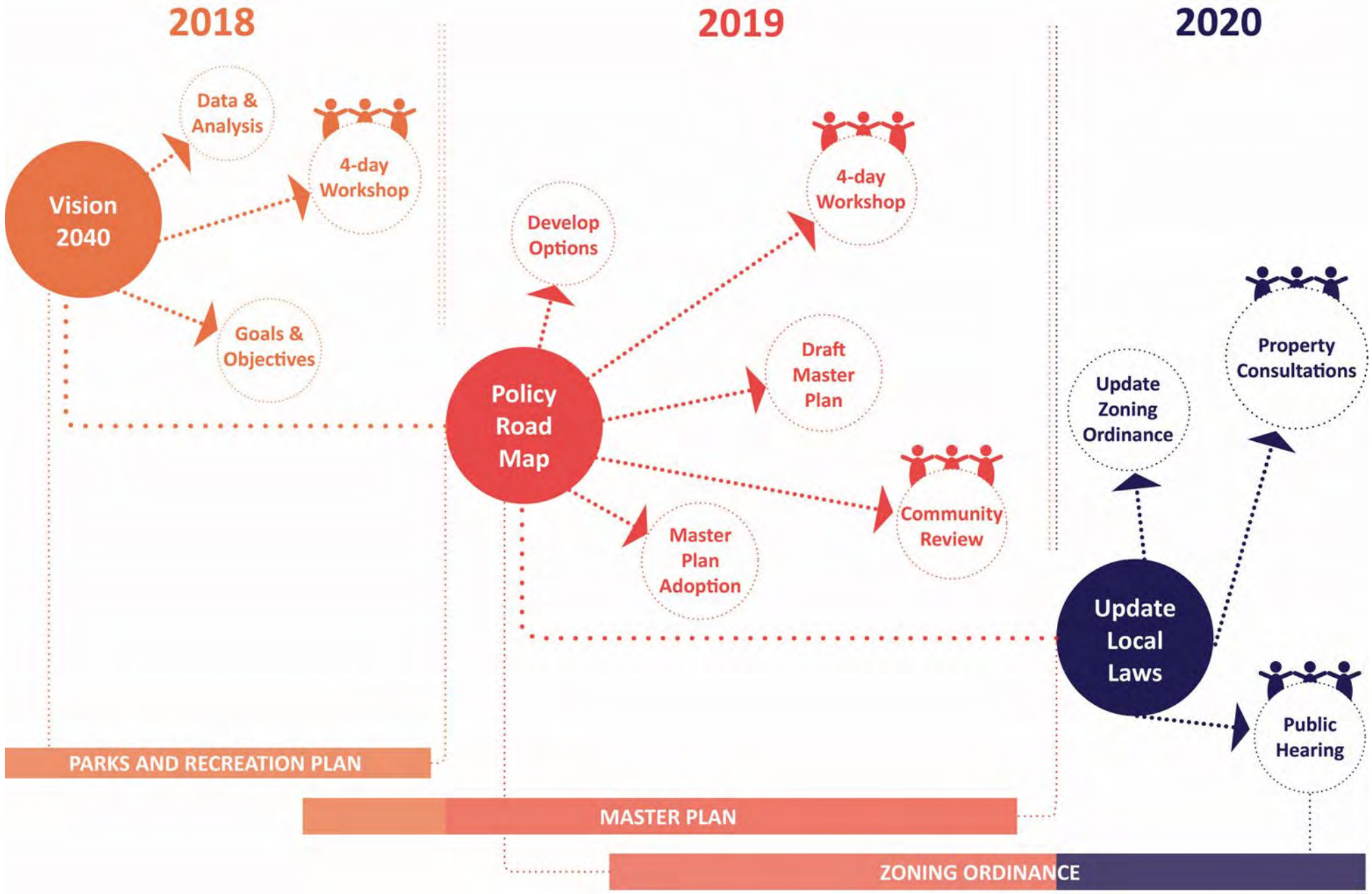
Monday – Friday, 8 a.m. – 4 p.m.

If calling after hours, leave a message and expect a return call within 2 business days.

FAQ’s

www.dteenergy.com/gasrenewal

Ypsilanti Township 2040



= MEETINGS WHERE COMMUNITY PARTICIPATION AND INVOLVMENT IS VITAL. THESE MEETINGS ARE OPEN TO THE PUBLIC OF ALL AGES AND BACKGROUNDS.

Adoption Steps

Planning Commission submits draft for release to adjacent communities

Township Board release to adjacent communities

63-day review period

Planning Commission public hearing

Planning Commission recommendation

Township Board approval

Master Plan

Adoption Steps

Planning Commission submits draft for release to adjacent communities

Township Board release to adjacent communities

63-day review period

Planning Commission public hearing

Planning Commission recommendation

Township Board approval: Work Session

Township Board approval: Adoption

Master Plan

Work Session

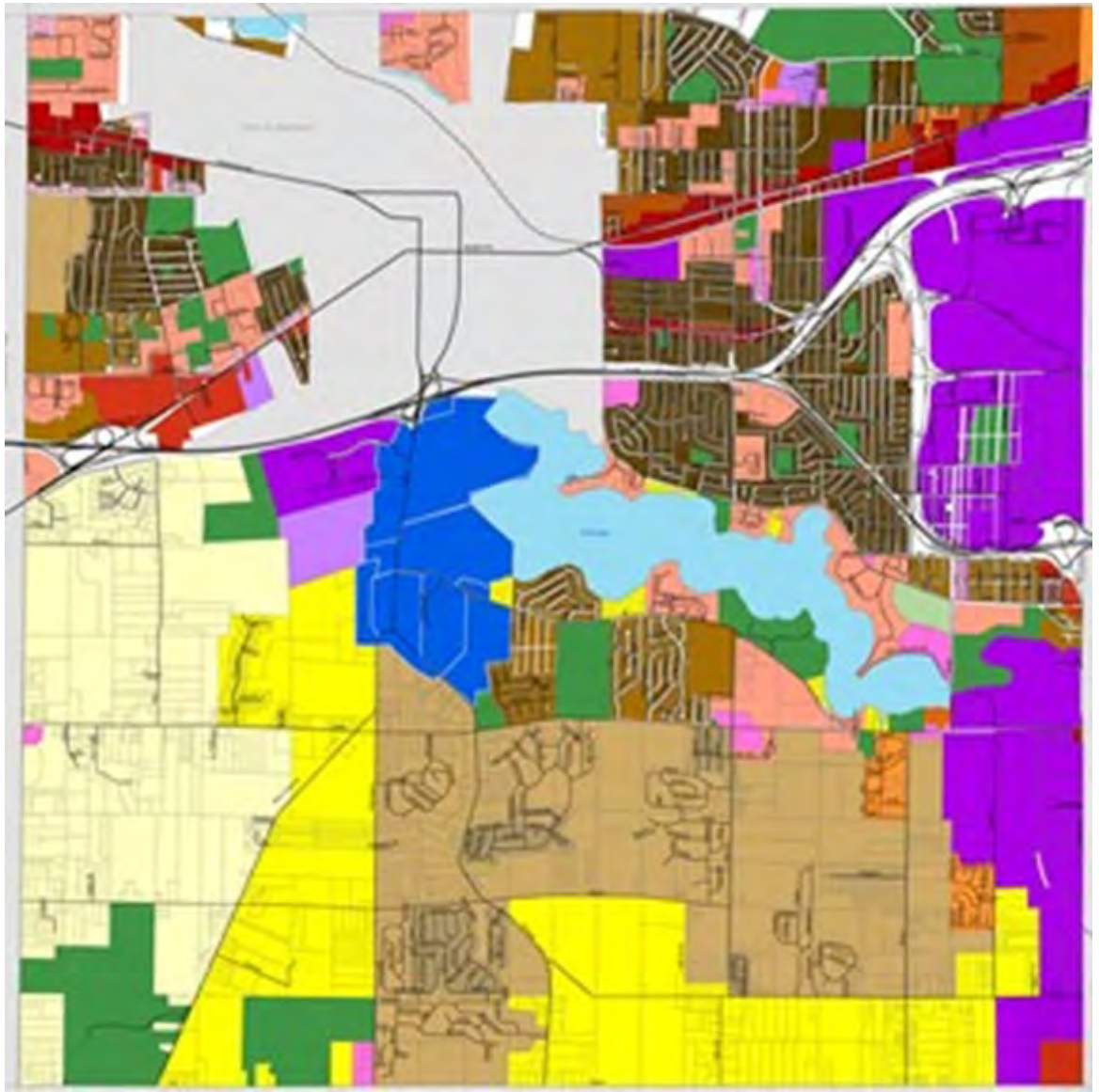
Future Land Use

Implementation

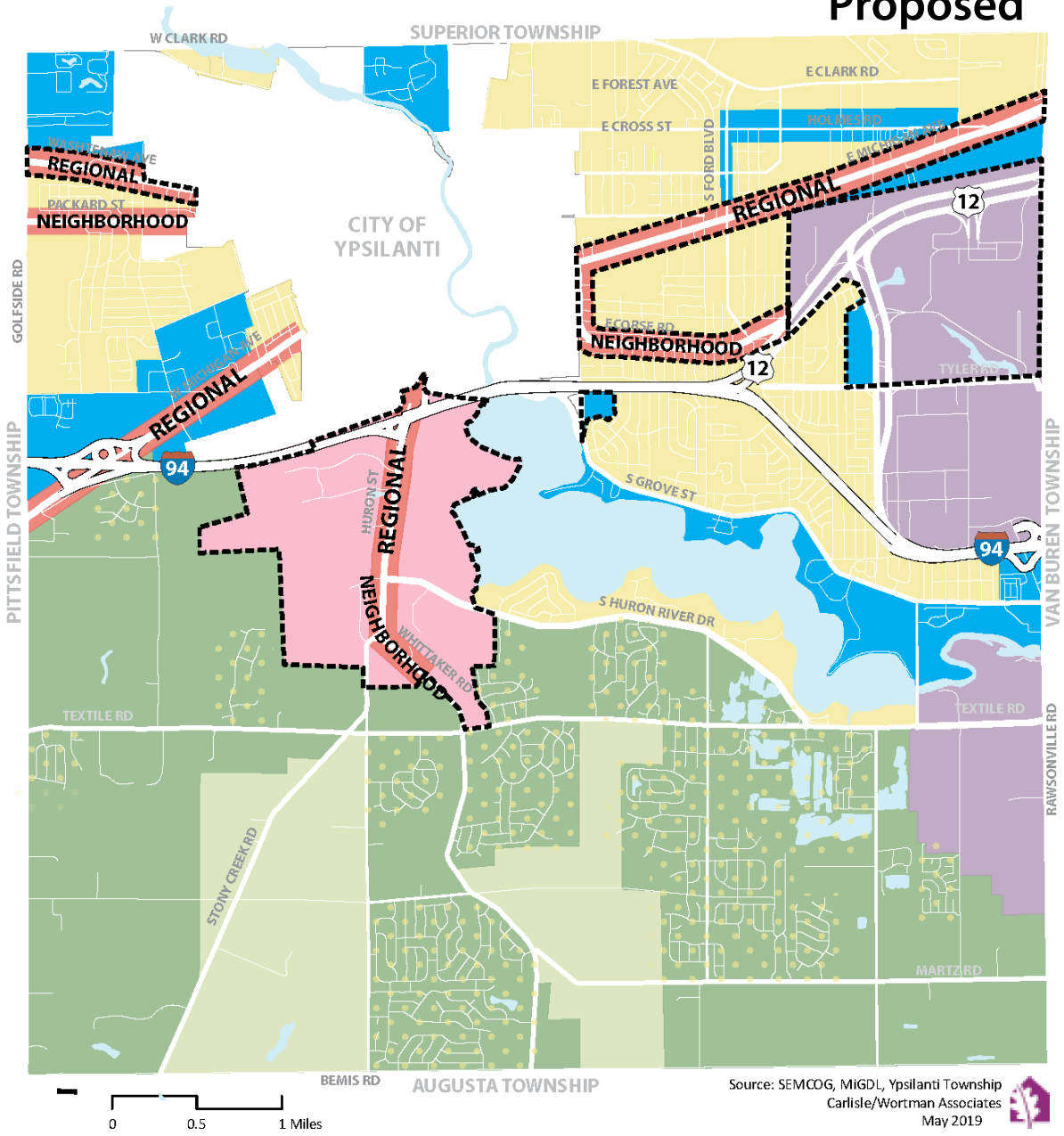
FUTURE CAME FROM THE COMMUNITY

Future Land Use

Adopted 2014



Proposed



Future Land Use

Seven place types – not parcel specific

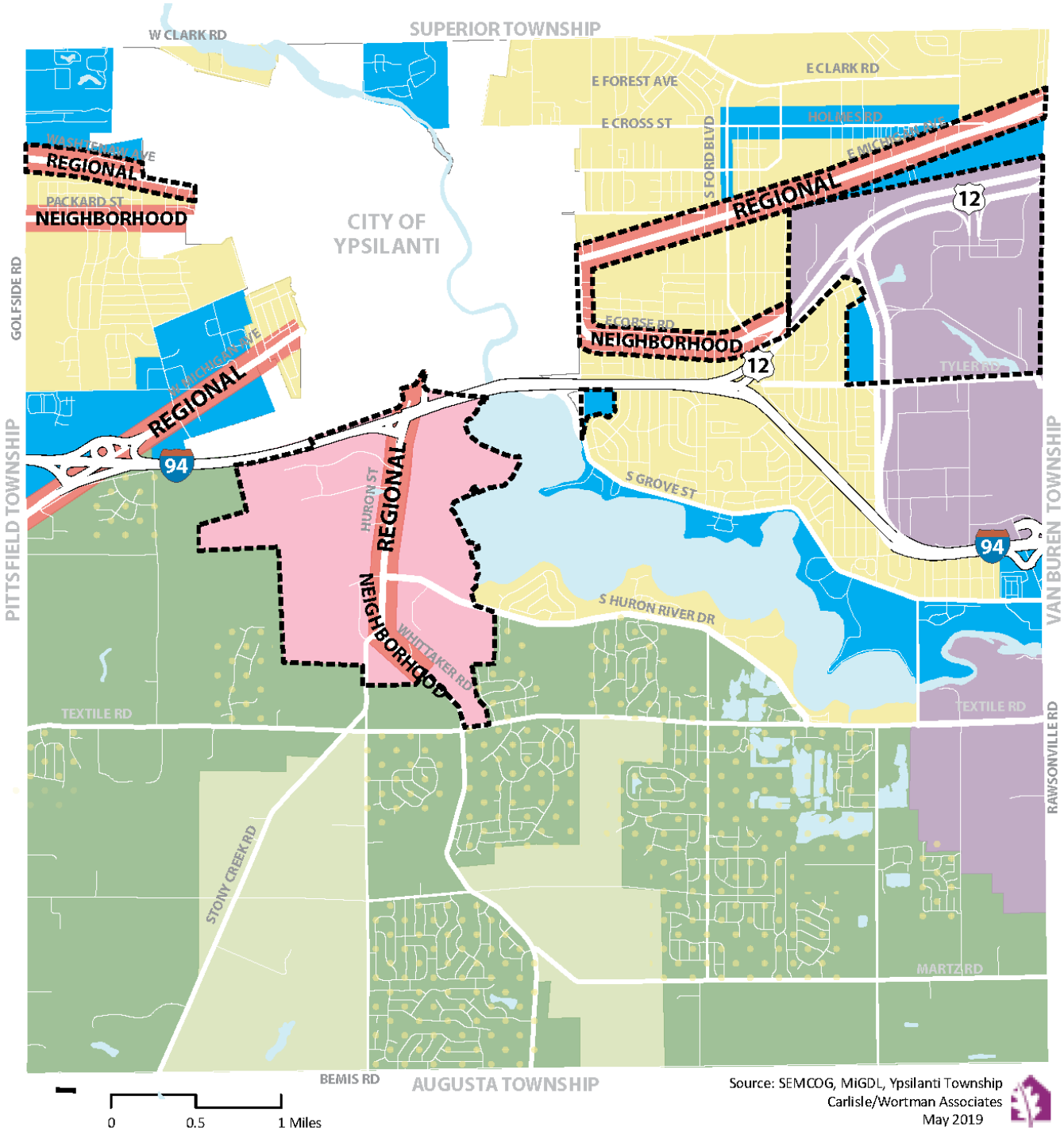
Individual properties or projects considered in the context of the location and surrounding properties, not by a strict set of land use categories

Place based strategy

Integrate land use, design, transportation & environment

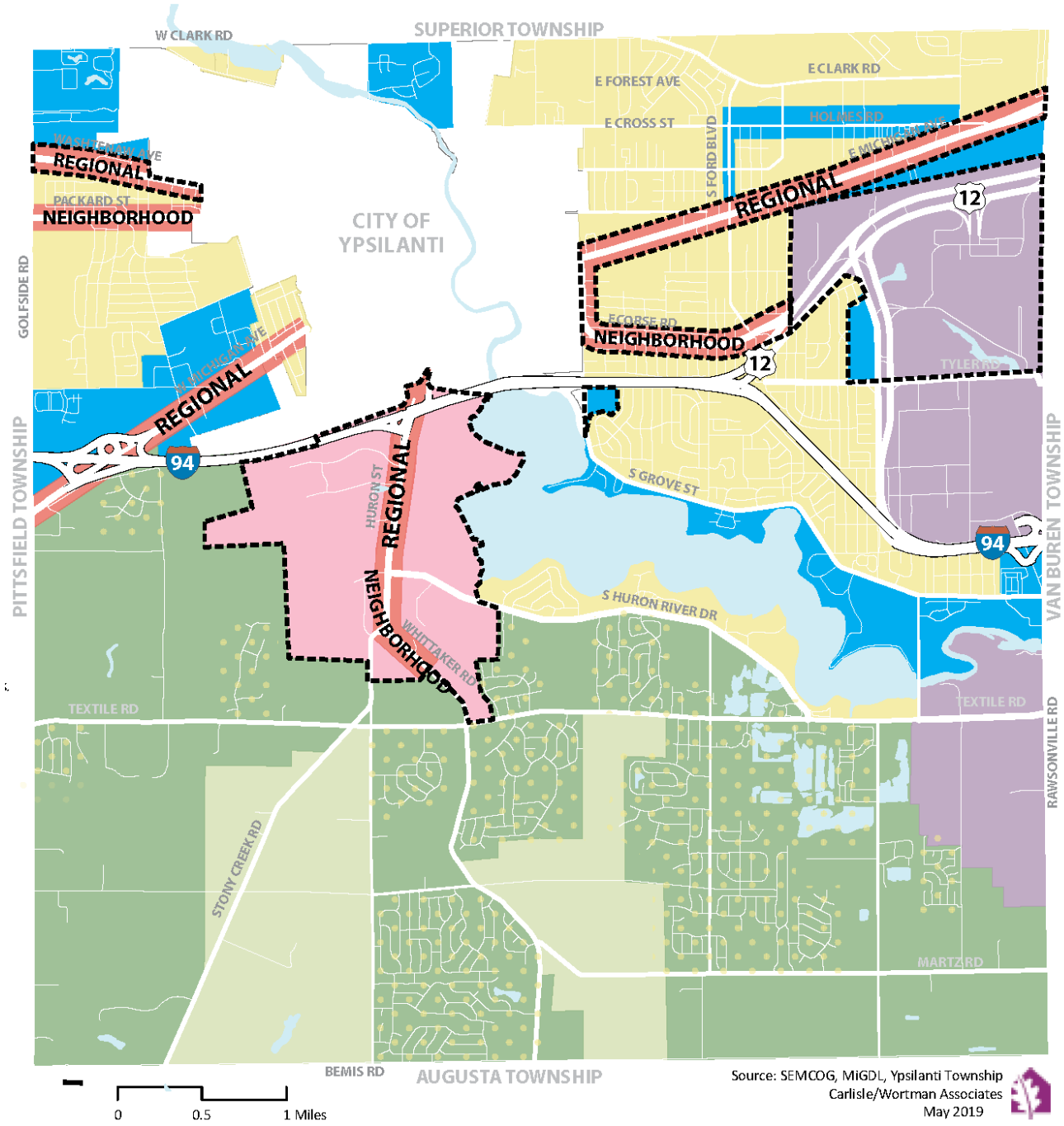
Create places to live, work & play

Guide to attract talent, create value & increase productivity

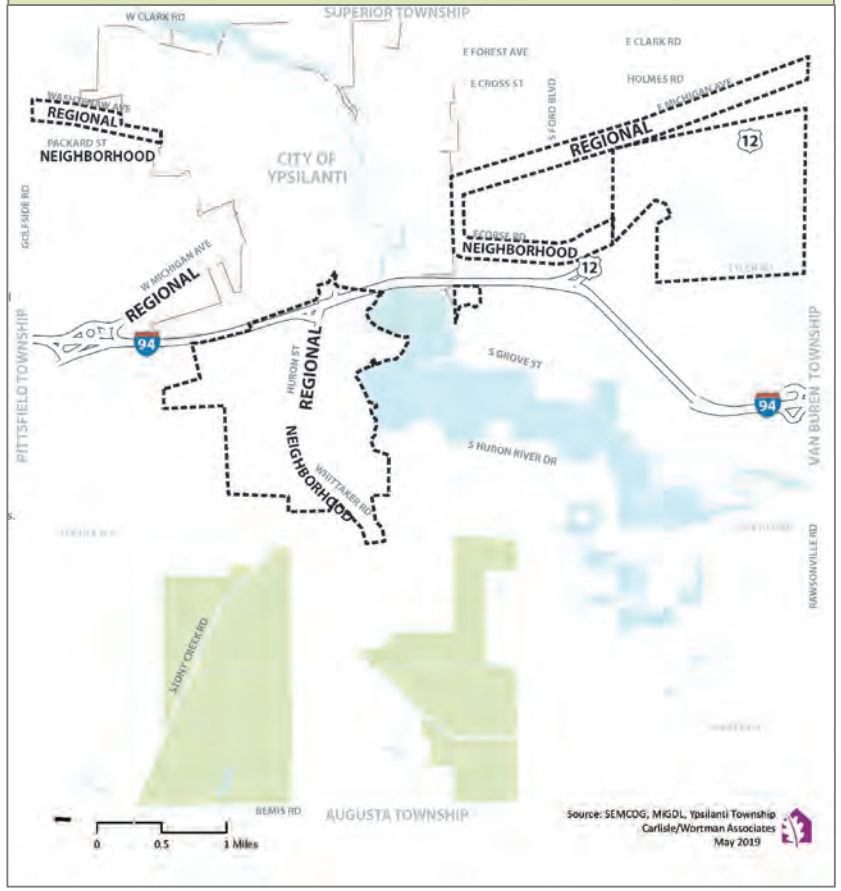


Future Land Use

- Preserve Agriculture
- Conserve Open Space & Neighborhoods
- Preserve Neighborhoods
- Protect Neighborhoods & Allow Great Places
- Improve Corridors
- Provide Jobs
- Create a Township Core
- Special Area Plans

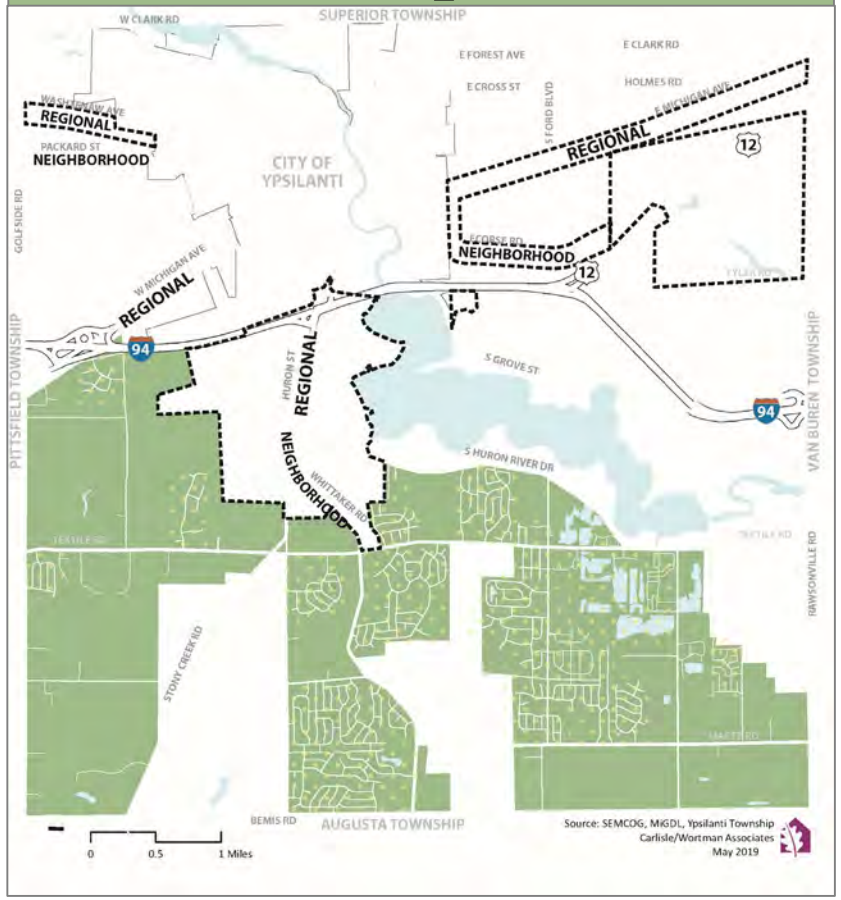


Agricultural Preservation



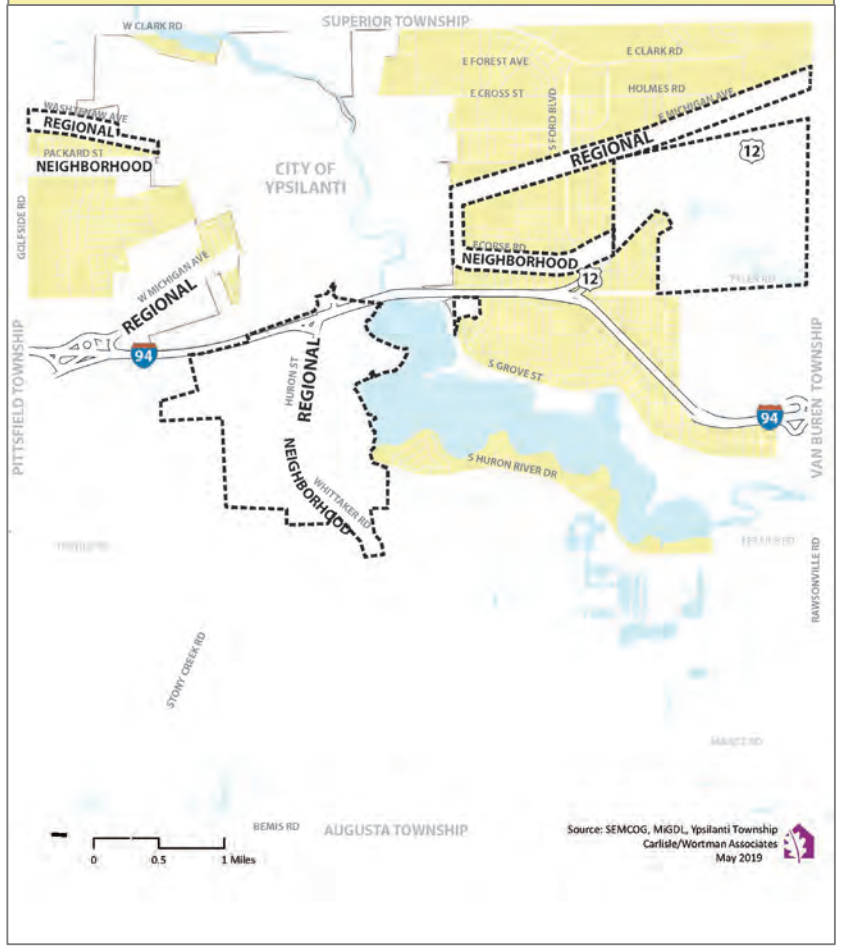
- Preserve agriculture
- Future development complementary to agriculture
- Cluster houses in new neighborhoods to preserve open space
- Need partnerships & programs to be successful

Open Space, Neighborhood Preservation & Cluster Development



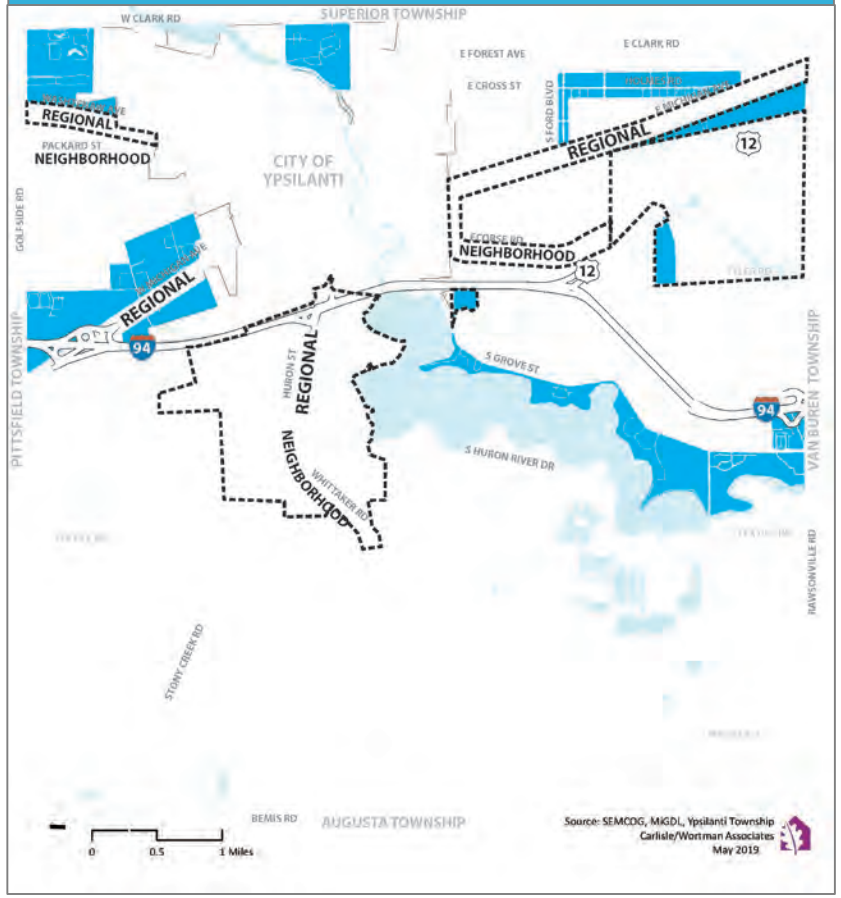
- Preserve open space & natural features
- Preserve & improve existing neighborhoods
- Protect agriculture
- Cluster houses in new neighborhoods to preserve open space

Neighborhood Preservation



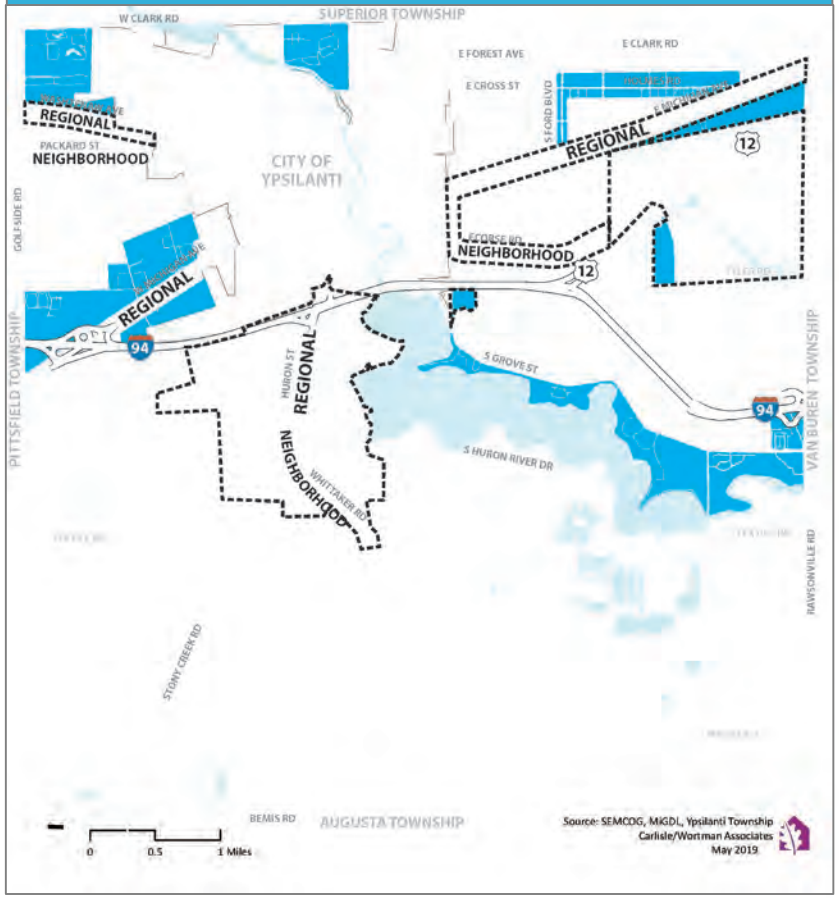
- Preserve & improve existing single-family neighborhoods
- Rehabilitation & infill
- Attached & multiple housing at edges, if it fits with the neighborhood
- Adaptive re-use of institutional buildings possible, if it fits with the neighborhood

Neighborhood Transition



- Transition between neighborhoods & corridors
- Variety of land uses:
  - Single Family, Attached, & Multiple Family Housing
  - Commercial
  - Office
  - Institutions
  - Parks
- Each individual neighborhood's unique character respected and preserved

Neighborhood Transition



Gault Village Concept Plan

Ypsilanti Township, Washtenaw County

Mixed Use Retail / Residential:
Two to four story buildings with mid-scale retail on first floor and apartments or condos on upper floors. Parking would be include shared surface parking with surrounding housing. Priority retail tenants would include grocery and hardware stores.

Attached & Stacked Single Family:
Two to three story townhomes with a typical square footage of 800 square feet per floor (20x40' footprint). Each unit would have a built-in garage. A shared open space in the center of the development could house a community center.

Bungalow Courts or Tiny Homes:
Small one to two story single-family residences clustered around a shared central garden. Typical square footage of 576 square feet per floor (24x24' footprint).

Retaining Wall / Buffer Zone:
Existing retaining wall will be rebuilt and relandscaped to provide a buffer between the new development and existing neighborhood.

Township Border

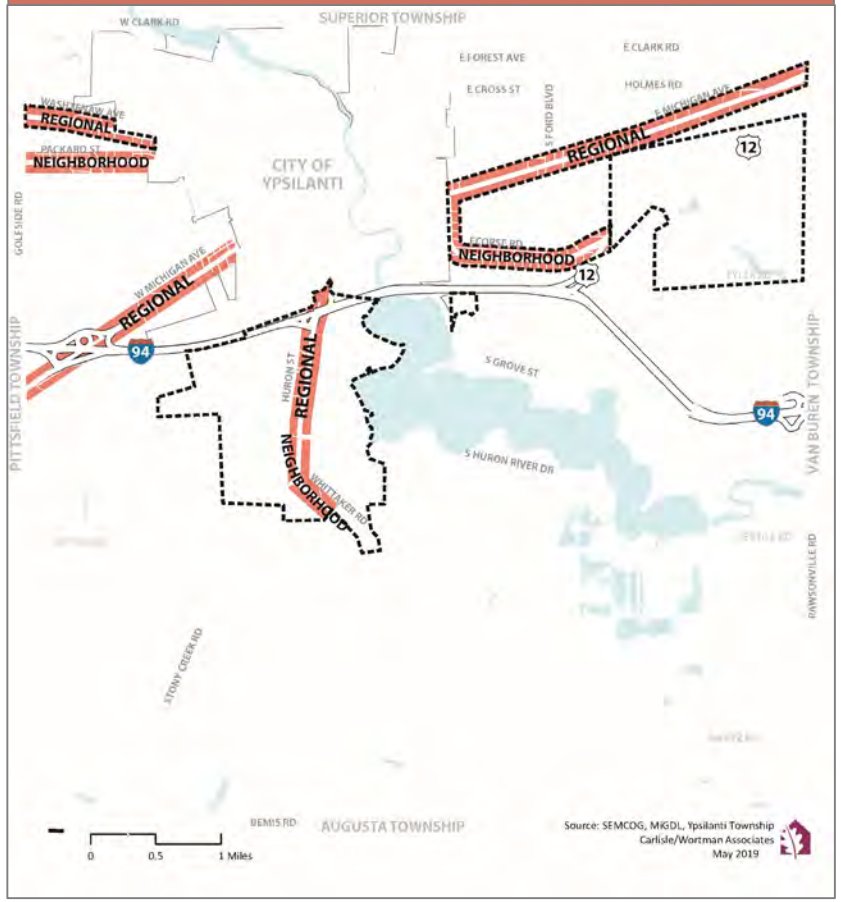
Gault Village Parcel Boundary

0 100 200 300 400 Feet

N

Carlisle/Wortman Associates
July 2019

Mixed Use Corridors



Uses throughout corridor:

Commercial

Office

Multiple-family

Public/Institutional

Parks & Plazas

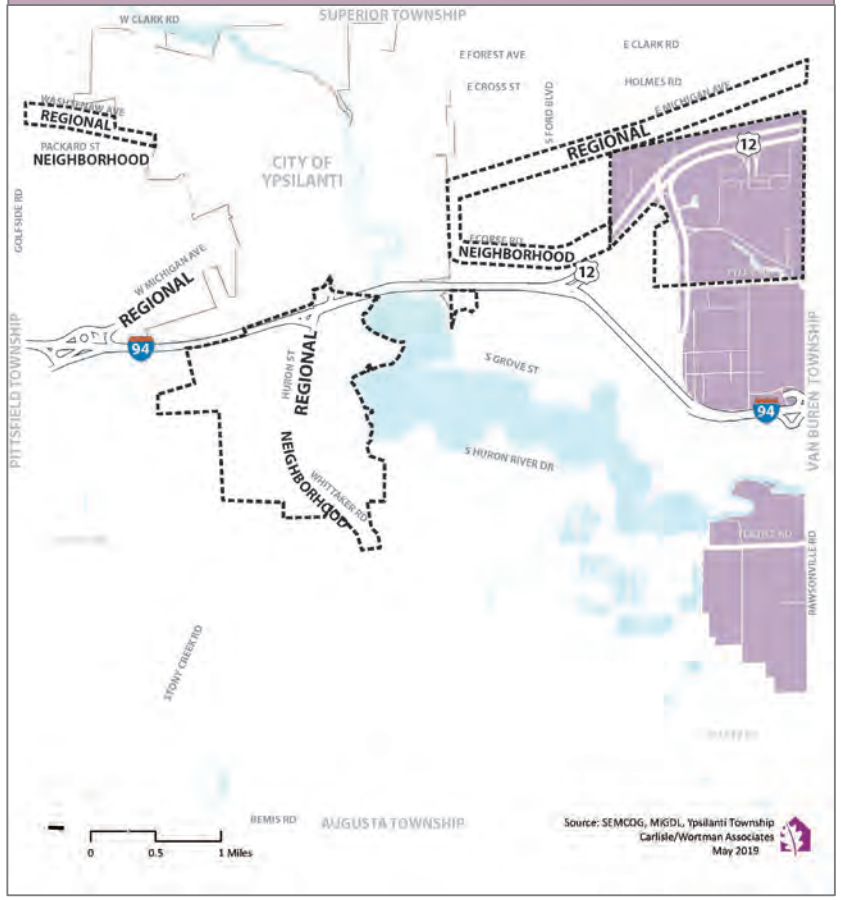
Neighborhood

Image for Ecorse from E. Michigan Avenue and Ecorse Placemaking Plan

Regional

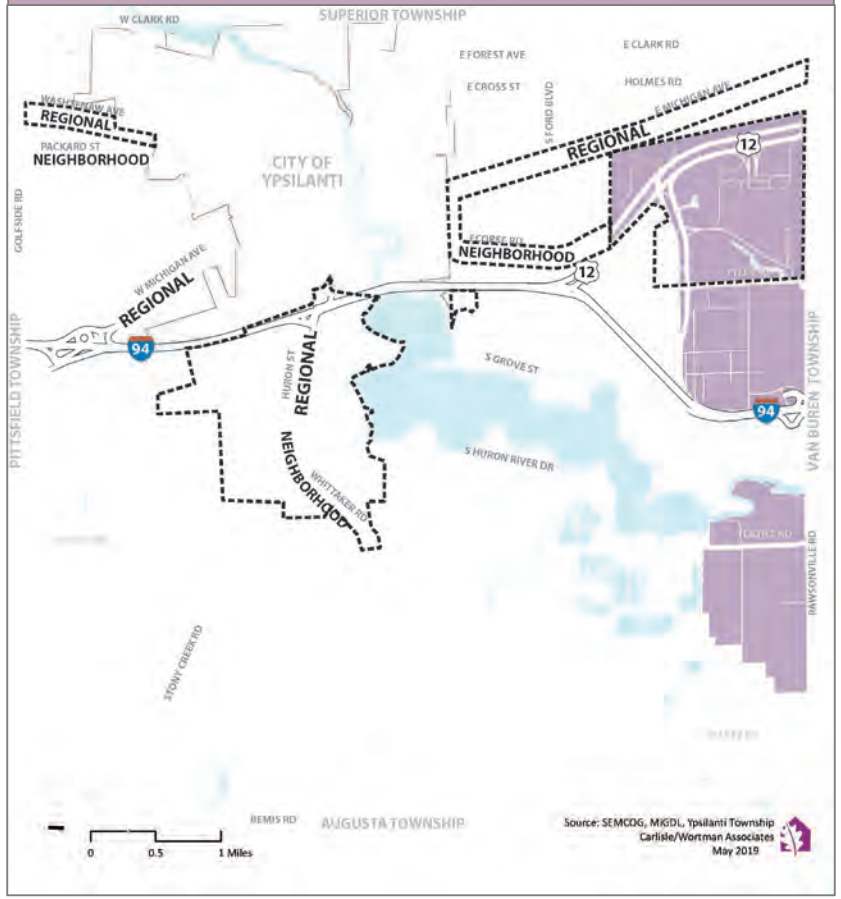
Image from ReImagine Washtenaw Plan

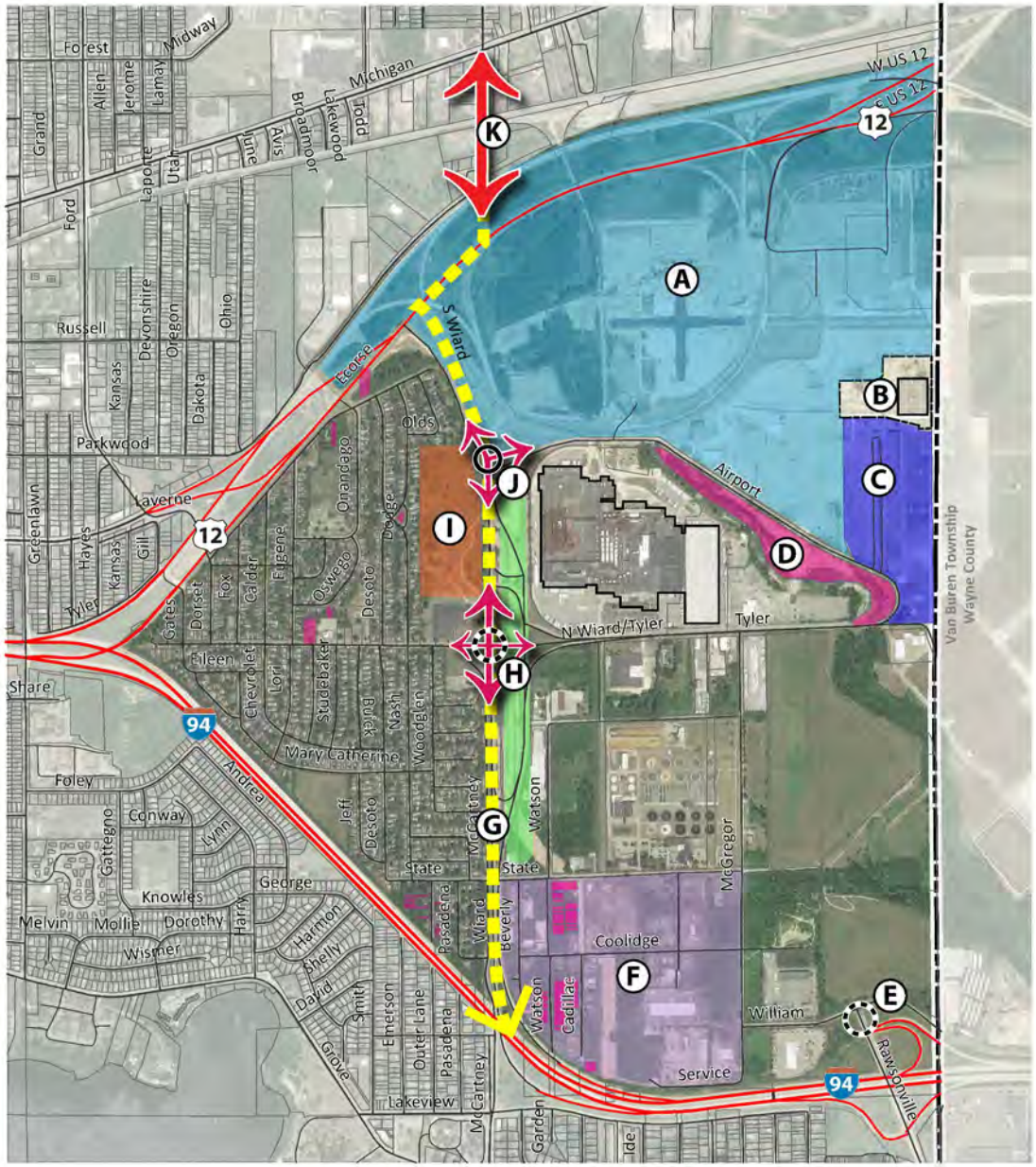
Innovation & Employment



- Places for jobs
- High tech research & development
- Offices including corporate campuses
- Warehousing, shipping & logistics

Innovation & Employment





American Center for Mobility (ACM) Concept Plan

Ypsilanti Township, Washtenaw County

- A ACM campus
- B Yankee Air Museum
- C Willow Run Airport Property
- D Potential green space and retail location
- E Proposed roundabout and gateway location
- F Potential accessory use or plug-and-play warehouse district; would require expansion of utilities
- G Consolidate split highway into single two-way street to allow creation of linear greenway and/or potential new commercial space
- H Primary entrance / gateway; Grand entrance forms connection between West Willow and ACM campus
- I Potential hotel & retail development site
- J Secondary entrance / gateway
- K Extension of Wiard Road to East Michigan Avenue

Two-way street consolidation

Undeveloped Township-owned parcels

Existing roundabout

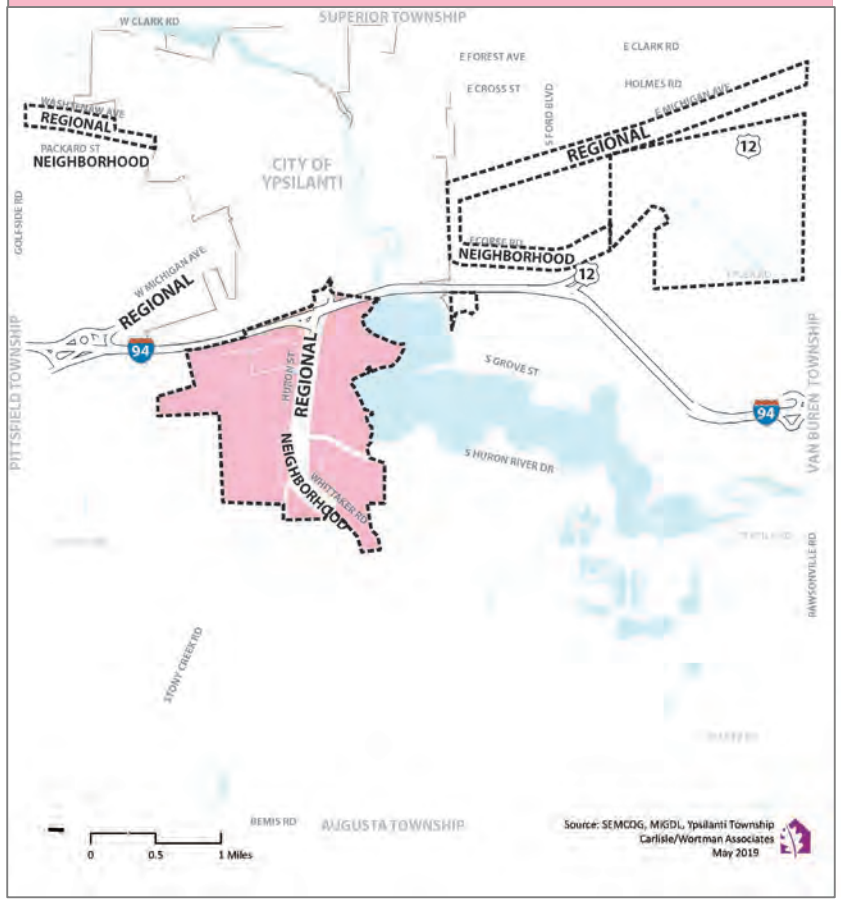
Proposed roundabout

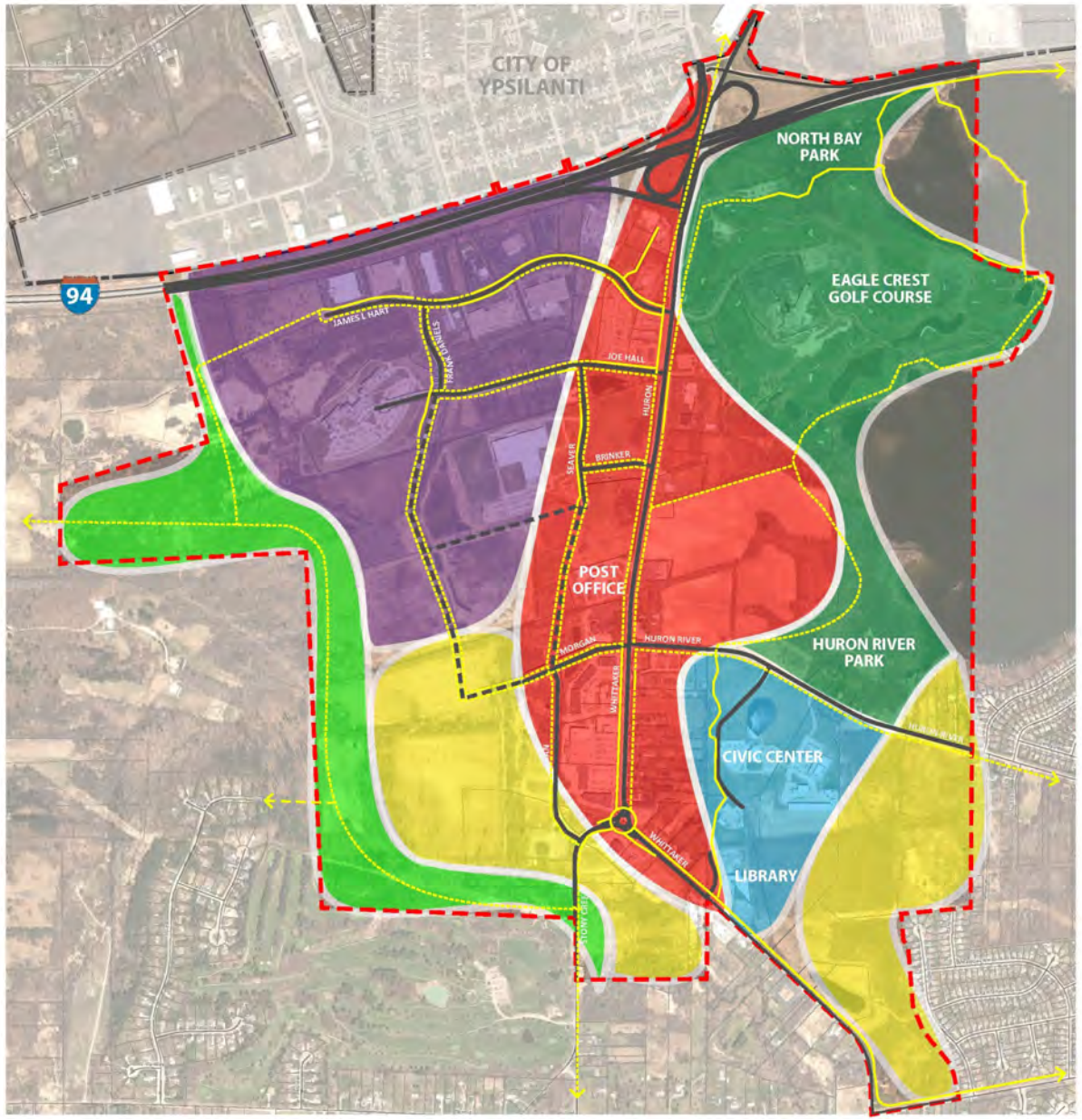
0 800 1,600 2,400 3,200 Feet

N

Carlisle/Wortman Associates
July 2019

Township Core





FUTURE LAND USE - TOWNSHIP CORE

Ypsilanti Township, Washtenaw County

Mixed-use Core:
Uses with a community-wide draw – such as hotels, restaurants, shopping, and public parks, spaces, and buildings, including government offices and a community center.

Residential:
Residential areas designed to complement and bring vitality to the mixed use core. Types of homes could include single-family residential, attached residential and multiple-family.

Institutional:
The Civic Center, Library and Vietnam Veterans Memorial are located here. Complementary institutional uses - such as other government offices, parks, event space – should be located here.

Innovation & Employment:
Major employment area with road and utility infrastructure for a combination of technology, office, craft manufacturing or light industrial uses.

Open Space & Recreation:
North Bay Park, Eagle Crest Golf Course and Huron River Park are located here. These entities are an open space system that should be linked by trails and give the public access to Ford Lake.

Buffer Zone:
The existing wetlands and woodlands in this area should be preserved as a natural system and a buffer between the existing neighborhoods to the south and the more intense land uses in the Township Core.

- Township Border
- Township Core Boundary
- Existing Road
- Proposed Road
- Existing Non-motorized Route
- Proposed Non-motorized Route

N

0 500 1,000 1,500 2,000 Feet

Carlisle/Wortman Associates
February 2019

Implementation

Partnerships

Funding Sources

Future Master Plan Updates

- **Housing studies for Healthy Neighborhood Program**
- **Corridor plan for Rawsonville Road**

Phasing

- **Year 0-2**
- **Year 2-5**
- **Year 5 and later**

Implementation Table

Ypsilanti Township 2040

Implementation

GOAL	CATALYST PROJECT	STRATEGY	YEAR 0-2	YEAR 2-5	YEAR 5 AND LATER
N5	HN	Enable and incentivize home improvements.	Establish tool lending libraries in interested neighborhoods.	Explore interest and funding for home maintenance loans and/or grants.	Launch home maintenance loans and/or grants.
N5	HN	Ensure neighborhoods are prepared for future maintenance costs.	Facilitate YCUA, WCRC, and WCWRC presentations at Neighborhood Watch meetings.	Identify neighborhoods with infrastructure updates needed in the next 10 years.	Facilitate connections between neighborhoods and lenders, HOA management companies and other groups able to assist with maintenance costs.
J1		Support existing small businesses.	Establish a Ypsilanti Township Economic Gardening program.	Host a quarterly small business forum. Work with city of Ypsilanti to create a "Shop Local" initiative.	Allocate staff time annually to educate investors and lenders on the commercial opportunities in Ypsilanti Township.
J1, J2		Facilitate entrepreneurism and small new business growth.	Assess Ypsilanti Township government to ensure it is business-friendly.	With partners, review, assess, and strategize improvements to the local small business and entrepreneurism culture. Recruit desired businesses.	Allocate resources annually to improve business culture and recruit businesses.
J2	ZO	Use zoning to implement and require strategic development.	Update Zoning Ordinance based upon Master Plan.	Update Township regulatory documents to assist in smart development.	Annually review zoning ordinance.
J2		Become "Redevelopment Ready".	Complete Michigan Economic Development Corporation "Redevelopment Ready" program.	Implement recommendations for Redevelopment Ready.	
J2, J4		Create redevelopment plans for Township owned properties.	Work with partners to redevelop Ecorse Road parcels.	Create redevelopment plan for Liberty Square. Create redevelopment plan for township owned parcels in Township Core.	Fund creation of at least one redevelopment plan annually.
J3		Partner to offer job training to help Ypsilanti Township residents and entrepreneurship skills for small business owners.	With partners, review and assess skills deficiencies and shortfalls.		Create programs with partners at K-12, college and adult learning level to teach desired skills.
J3		Establish financial program to assist in advanced job training.	Coordinate with major employers to identify issues that influence employees choice of whether to live in Ypsilanti Township.	Coordinate with local schools and employers to create a program that provides youth with internship opportunities with local companies.	Work with State of Michigan Workforce Development Agency and Washtenaw County to support job training programs.
J4		Prepare appropriate township owned parcels for redevelopment.	Complete Phase 1 environmental reports for all township owned parcels.	Evaluate all township parcels and rank based on redevelopment potential.	Create plan to sell unneeded township-owned parcels.

Questions?
Suggestions?

Next Step:
Township Board Approval

Ypsilanti Township 2040

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON

ytown.org
A community of opportunity

Charter Township of Ypsilanti

ACCOUNTING DEPT

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-3702
Fax: (734) 484-5154

STATEMENTS AND CHECKS

MARCH 3, 2020 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	$	669,345.81
HAND CHECKS -	$	226,423.22
CREDIT CARDS PURCHASES -	$	0.00
GRAND TOTAL -	**$**	**895,769.03**

CHECK NUMBERS 184627 - 184683

HAND CHECKS

Check Date	Check	Vendor Name	Amount
Bank AP AP			
02/13/2020	184627	CLEAR RATE COMMUNICATIONS, INC	862.62
02/13/2020	184628	COMCAST BUSINESS	5,070.71
02/13/2020	184629	COMCAST CABLE	40.09
02/13/2020	184630	COMCAST CABLE	234.85
02/13/2020	184631	COMCAST CABLE	108.35
02/13/2020	184632	COMCAST CABLE	143.87
02/13/2020	184633	COMCAST CABLE	224.90
02/13/2020	184634	COMCAST CABLE	118.35
02/13/2020	184635	VERIZON WIRELESS	287.28
02/13/2020	184636	VERIZON WIRELESS	2,301.23
02/13/2020	184637	WASTE MANAGEMENT	46,252.14
02/13/2020	184638	WASTE MANAGEMENT	31,439.60
02/13/2020	184639	WASTE MANAGEMENT	107,600.89
02/13/2020	184640	WASTE MANAGEMENT	636.07
02/13/2020	184641	WASTE MANAGEMENT	253.81
02/13/2020	184642	WASTE MANAGEMENT	740.26
02/13/2020	184643	WASTE MANAGEMENT	50.07
02/13/2020	184644	WEX BANK	1,375.37
02/14/2020	184645	COMCAST CABLE	6,853.84
02/19/2020	184646	COMCAST CABLE	108.35
02/19/2020	184647	CONSTELLATION NEW ENERGY	9,070.23
02/19/2020	184648	DTE ENERGY	9,382.70
02/19/2020	184649	VERIZON WIRELESS	249.99
02/19/2020	184650	WASTE MANAGEMENT	679.67
02/19/2020	184651	YPSILANTI COMMUNITY	1,479.98
02/19/2020	184652	LILY INVESTMENTS, INC	300.00
02/19/2020	184653	AARON DAVID JOHNSON	18.00
02/19/2020	184654	AARON SCOT CRAMER	18.00
02/19/2020	184655	BENJAMIN RAY COOLEY	18.00
02/19/2020	184656	BRAD HALSEY	18.00
02/19/2020	184657	BRENNA MAEVE RUTLEDGE	18.00
02/19/2020	184658	CALEB KIRASIC	18.00
02/19/2020	184659	CALLIE DENISE CLYBURN	18.00
02/19/2020	184660	CARTER ANDERSON	18.00
02/19/2020	184661	CHERYL WIKER	18.00
02/19/2020	184662	COURTNEY TRIPP	18.00
02/19/2020	184663	DANIEL REOTT	18.00
02/19/2020	184664	DANIEL ROY STEVENS	18.00
02/19/2020	184665	ELLANOLIA HERRON	18.00
02/19/2020	184666	GEORGINA TULL	18.00
02/19/2020	184667	HADAYYA NAJI THABATA	18.00
02/19/2020	184668	HENRY WALKER	18.00
02/19/2020	184669	JOAN NEILLY	18.00
02/19/2020	184670	KAITLYN MARIE WOLFE	18.00
02/19/2020	184671	KAMALA MASSEY	18.00
02/19/2020	184672	LARRY THIEDE	18.00
02/19/2020	184673	LATONYA GISSENDANER	18.00
02/19/2020	184674	MARY ALICE GOODMAN	18.00
02/19/2020	184675	MICHAEL STARR KOHN	18.00
02/19/2020	184676	RACHEL SUE ROLSTON	18.00
02/19/2020	184677	REYANNE SUMMER GALLIPPO	18.00
02/19/2020	184678	RICHARD DABNEY	18.00
02/19/2020	184679	ROBERT TODD	18.00
02/19/2020	184680	RODNEY LEE NOEL II	18.00
02/19/2020	184681	SHANNON MARIE DENNIS	18.00
02/19/2020	184682	TIAVAH WASHINGTON	18.00
02/19/2020	184683	TINA MEAD	18.00

AP TOTALS:

Total of 57 Checks:	226,423.22
Less 0 Void Checks:	0.00
Total of 57 Disbursements:	226,423.22

CHECK NUMBERS 184684 - 184771

A/P Checks

Check Date	Check	Vendor Name	Amount
Bank AP AP			
03/03/2020	184684	AAATA	543.94
03/03/2020	184685	ABBEY DOOR	590.00
03/03/2020	184686	ACCUSHRED LLC	200.00
03/03/2020	184687	ADVANCED COMMUNICATIONS & DATA	952.77
03/03/2020	184688	ALLGRAPHICS CORPORATION	1,463.40
03/03/2020	184689	AMAZON CAPITAL SERVICES	2,109.11
03/03/2020	184690	AMERICAN PLANNING ASSOCIATION	355.00
03/03/2020	184691	AMY GARRISON	100.00
03/03/2020	184692	ANN ARBOR CLEANING SUPPLY	309.24
03/03/2020	184693	ANN ARBOR WELDING SUPPLY CO	279.93
03/03/2020	184694	AUTO VALUE YPSILANTI	305.37
03/03/2020	184695	BACK TO NATURE LAWN CARE	1,190.84
03/03/2020	184696	BEST BUY	499.99
03/03/2020	184697	CARLISLE/WORTMAN ASSOCIATES	15,963.60
03/03/2020	184698	CHARTER TOWNSHIP OF SUPERIOR	82.82
03/03/2020	184699	CHELSEA LUMBER	471.88
03/03/2020	184700	CHELSEA TIDERINGTON	1,592.64
03/03/2020	184701	CINCINNATI TIME SYSTEMS	222.15
03/03/2020	184702	CMYK PRINTING	210.00
03/03/2020	184703	COMERICA BANK	351.64
03/03/2020	184704	COMPLETE BATTERY SOURCE	16.96
03/03/2020	184705	CONTRACTORS CONNECTION	4.00
03/03/2020	184706	COURT INNOVATIONS INC	540.00
03/03/2020	184707	CRYSTAL FLASH, INC.	1,379.76
03/03/2020	184708	DEAN ROGERS	212.10
03/03/2020	184709	DINGES FIRE COMPANY	131.39
03/03/2020	184710	DOUBLETREE HOTEL HOLLAND	207.90
03/03/2020	184711	EASTERN MICHIGAN UNIVERSITY	50.00
03/03/2020	184712	EDWARD KENNEDY	688.00
03/03/2020	184713	EMERGENCY MEDICAL PRODUCTS	13.98
03/03/2020	184714	EMERGENT HEALTH PARTNERS	6,447.35
03/03/2020	184715	ESO SOLUTIONS	2,735.00
03/03/2020	184716	FIBER LINK	451.75
03/03/2020	184717	GARY HORTON	1,000.00
03/03/2020	184718	GOVERNMENTAL CONSULTANT SERVICES	3,113.50
03/03/2020	184719	GRAINGER	401.72
03/03/2020	184720	GRANITE TELECOMMUNICATIONS	253.53
03/03/2020	184721	HARRY'S PROPERTIES, LLC	925.00
03/03/2020	184722	HASTINGS AIR-ENERGY CONTROL	669.35
03/03/2020	184723	HOME DEPOT	449.42
03/03/2020	184724	KAREN LOVEJOY ROE	88.44
03/03/2020	184725	LANGUAGE LINE SERVICES	42.18
03/03/2020	184726	LAQUNDRA SANDERS	100.00
03/03/2020	184727	LIGHT POLE PLUS	75.00
03/03/2020	184728	LOOKING GOOD LAWNS	400.00
03/03/2020	184729	LOWE'S	429.55
03/03/2020	184730	MICHIGAN CHAPTER I.A.E.I.	170.00
03/03/2020	184731	MICHIGAN LINEN SERVICE, INC.	1,160.76
03/03/2020	184732	MICHIGAN STATE DEPT. OF TREASURY	31,627.60
03/03/2020	184733	MICHIGAN URGENT CARE ANN ARBOR	155.00
03/03/2020	184734	MIDWEST AUTO TRUCK & SPRING	450.00
03/03/2020	184735	MIODRAG RAKIC	1,100.00
03/03/2020	184736	NATIONAL PEN COMPANY	155.94
03/03/2020	184737	NEOPOST	1,008.86
03/03/2020	184738	NYE UNIFORM EAST	87.49
03/03/2020	184739	OFFICE EXPRESS	259.08
03/03/2020	184740	ORCHARD, HILTZ & MCCLIMENT INC	895.75
03/03/2020	184741	OSCAR W. LARSON CO.	580.00
03/03/2020	184742	PAINTING & DRAWINGS BY JANET	325.50
03/03/2020	184743	RAY OR MADELINE RICKMAN	100.00
03/03/2020	184744	RHETT REYES	738.00
03/03/2020	184745	STANTEC	17,653.00
03/03/2020	184746	STATE OF MICHIGAN	500.00
03/03/2020	184747	TARGET INFORMATION	385.65
03/03/2020	184748	THOMAS REUTERS	41.69
03/03/2020	184749	TINA HOTCHKISS	1,410.40
03/03/2020	184750	TODD BARBER	3,325.00
03/03/2020	184751	TRACTOR SUPPLY COMPANY	154.97
03/03/2020	184752	UIS PROGRAMMABLE SERVICES	580.00
03/03/2020	184753	UNIFIRST CORPORATION	80.21
03/03/2020	184754	UNIVERSITY TRANSLATORS	818.68
03/03/2020	184755	UTILITIES INSTRUMENTATION SERV	542.00
03/03/2020	184756	VERIZON CONNECT NWF, INC.	701.15
03/03/2020	184757	VICTORY LANE	36.11
03/03/2020	184758	W.J. O'NEIL COMPANY	15,836.00
03/03/2020	184759	WASHTENAW COMMUNITY COLLEGE#	2,647.79
03/03/2020	184760	WASHTENAW COUNTY TREASURER	5,575.31
03/03/2020	184761	WASHTENAW COUNTY TREASURER#	508,725.00

Check Date	Check	Vendor Name	Amount
03/03/2020	184762	WASHTENAW INTERMEDIATE	4,178.76
03/03/2020	184763	WEINGARTZ	22.98
03/03/2020	184764	WEST SHORE SERVICES, INC.	4,800.00
03/03/2020	184765	WHITNEY FLOYD	30.00
03/03/2020	184766	WOLVERINE FREIGHTLINER	179.54
03/03/2020	184767	YPSILANTI ACE HARDWARE	96.70
03/03/2020	184768	YPSILANTI COMMUNITY	1,258.25
03/03/2020	184769	YPSILANTI COMMUNITY SCHOOLS - WR	10,194.96
03/03/2020	184770	YPSILANTI DISTRICT LIBRARY	2,060.40
03/03/2020	184771	ZEP SALES & SERVICE	77.08

AP TOTALS:

Total of 88 Checks:	669,345.81
Less 0 Void Checks:	0.00
Total of 88 Disbursements:	669,345.81

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2020-01

ADOPTION OF UPDATED MASTER PLAN

Whereas, Ypsilanti Township has in the past adopted a Master Plan containing standards, objectives, priorities, recommendations for future growth and development within Ypsilanti Township; and

Whereas, the Master Plan has been periodically reviewed and updated to ensure that it reflects the current vision for growth and development within Ypsilanti Township; and

WHEREAS, the Charter Township of Ypsilanti Planning Commission with the assistance of the Township's planning consultants, Carlisle and Wortman, has revised the Township's Master Plan focusing on the long term (2040) human, environmental and economic health of the Township; and

WHEREAS, the Charter Township of Ypsilanti Planning Commission, on November 26, 2019, voted to recommend the Township Board, approve the 2040 Ypsilanti Township Master Plan; and

Whereas, the Charter Township of Ypsilanti Board has reviewed the proposed 2040 Ypsilanti Township Master Plan;

Now therefore, be it resolved, that the 2040 Ypsilanti Township Master Plan, the official copy of which is on file with the Ypsilanti Township Clerk, is hereby adopted. The adoption of the 2040 Ypsilanti Township Master Plan supersedes previous master plans adopted by the Township Board.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To:	Karen Lovejoy Roe, Clerk
From:	Jason Iacoangeli AICP, Planning Director Megan Masson-Minock AICP, Planning Consultant
Re:	**Request to approve and adopt the Ypsilanti Township 2040 Master Plan.**
Copy:	McLain & Winters, Township Attorneys
Date:	February 24, 2020

Background:

On the evening of February 18, 2019, the Township Board of Trustee after reviewing the draft Master Plan as a part of its work session asked for the language for the Neighborhood Transition Districts (NTD) be amended to change the description of the district. The Board asked to remove the emphasis being placed on Multiple Family Residential from the Future Land Use Map description for NTD. The original language for the district found on page 50 in the legend ***"Neighborhood Transition Districts are primarily multiple family housing, commercial, and office uses, but can include single-family homes and institution/civic uses and spaces compatible with the existing areas".*** Traditionally, multiple family residential, and attached single family residential as well as office and small-scale commercial have served as the land use transition from intense uses like commercial districts to single family neighborhoods. Allowing multiple family to remain in the basket of uses for our transition areas is a sound planning practice. The proposed language below still allows multiple family housing in NTD but lessens the emphasis of the use by removing the word "primarily" and moving multiple family from being the first use mentioned in the district.

Proposed Changes:

Below you will find proposed replacement language for the Neighborhood Transition District that better describes the intent of the district:

Text for "Neighborhood Transitions Districts" on page 50:

Neighborhood transition districts are a mix of single family, multiple family, commercial, and office, which can include institutional/civic uses and spaces compatible with the existing areas. The districts are a transition from Neighborhood Preservation Areas and to more intense uses.

Text for 1st paragraph for "Neighborhood Transitions Districts" on page 55:

Neighborhood Transition Districts are residential, office and/or commercial uses, but can include institutional/civic uses and spaces. Possible housing types range from single-family homes to detached and attached condominiums to multiple-family buildings, when compatible with adjacent neighborhoods. Often, there is no set land use pattern and the diversity of uses serves as a transition from between Neighborhood Preservation and Mixed-Use Corridor or Innovation and Employment districts. The mixture, design and intensity of uses is intended to support and protect the pattern, scale and character of adjacent neighborhoods.

Context of Master Plan in Development

Please keep in mind that the Future Land Use Map and associated districts are a ***guide*** for development. The Master Plan represents the community's vision for the next twenty (20) years. As is the case with any new development that would be seeking to re-zone the property the first question is always is it consistent with the Master Plan? Second, is it compatible with its physical environment, and with all the uses permitted with at least one of the uses permitted under the current zoning? So, as was discussed at the meeting the Future Land Use plan is the guide for development and redevelopment of the Township. But the compatibility of adjacent properties based on Zoning is what determines the outcome of a successful rezoning. The NTD looks to ***ensure appropriate transition of intensity of uses and scale to adjacent single-family neighborhoods***.

We respectfully request that you place the Ypsilanti Township 2040 Master Plan on **March 3, 2020** Board of Trustees meeting agenda for its consideration. Please contact us with questions or concerns.

We have included a Resolution of Adoption that was drafted by the Township Attorney McLain for your consideration and use for formal adoption.

Ypsilanti Township 2040 Master Plan

DRAFT: JANUARY 28, 2020
ADOPTED: XXXXXXXX

ACKNOWLEDGMENTS

TOWNSHIP BOARD OF TRUSTEES

Brenda Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

Larry Doe, Treasurer

Stan Eldridge, Trustee

Heather Jarrell Roe, Trustee

Monica Ross-Williams, Trustee

Jimmie Wilson Jr., Trustee

PLANNING COMMISSION

Jason Iacoangeli, Chair

Sally Richie, Vice Chair

Laurence Krieg, Secretary

Stan Eldridge

Gloria Peterson

Bill Sinkule

Muddasar Tawakkul

YPSILANTI TOWNSHIP STEERING COMMITTEE

Paula C. Drummond

Morgan Foreman

Jason Iacoangeli

Derrick Jackson

Karen Lovejoy Roe

Joann McCullum

Paula Sawitski

Robert Sawitski

Dave Streeter

Alida Westman

STAFF

Charlotte Wilson, Planning and Development Coordinator

Crystal Campbell, Community Engagement Coordinator

Sara Jo Shipley, Economic Development Director

Rebecca Baker, Web Content and Design Manager

with assistance from

Carlisle | Wortman ASSOCIATES, INC.

TABLE OF CONTENTS

1: INTRODUCTION 1

2: CATALYST PROJECTS..... 10

3: COMMUNITY PROFILE..... 18

4: VISION, MISSION AND GOALS..... 32

5: NEIGHBORHOODS..... 36

6: JOBS..... 40

7: PLACES..... 44

8: FUTURE LAND USE PLAN..... 48

9: IMPLEMENTATION..... 60

10: SPECIAL AREA PLANS..... 68

11: APPENDIX..... 76

1: INTRODUCTION

Ypsilanti Township is the most populous township in Washtenaw County and home to historic neighborhoods, a diverse economic base, agricultural lands, and quality recreational and open space area. The region and township has recently persevered through a global recession which has resulted in demographic shifts, community desires, and land use challenges that require a new focus to guide investment, development, and growth. Recognizing these changes, the Township initiated a comprehensive process to update the Township Master Plan. In the fall of 2018, the Charter Township of Ypsilanti launched a community-based, master plan process called Ypsilanti Township 2040. Based on a shared community vision and analysis of current demographic and market data, this document is the resulting policy road map for land use, development, reinvestment, transportation and housing. Each chapter of the Master Plan has been written to be read on its own, as well as a part of the larger whole.

The Master Plan is organized as follows:

1: INTRODUCTION
Chapter 1 describes the purpose of a Master Plan, the process used to develop the plan, and the location and history of Ypsilanti Township.

2: CATALYST PROJECTS
Chapter 2 highlights the five catalyst projects needed to implement the Ypsilanti Township 2040 Master Plan: Comprehensive Rewrite of the Zoning Ordinance, a Healthy Neighborhood Program, the extension of Wiard Road to East Michigan Avenue, Open Space and Agriculture Preservation, and Social and Cultural Presence. For each project, descriptions, impact and details are included.

3: COMMUNITY PROFILE
Chapter 3 describes Ypsilanti Township's land, people, housing, and transportation with the most up-to-date data available. The chapter shows the diversity of the Township in terms of people and land use, the impact of the recession on housing as well as transportation challenges.

4: VISION, MISSION AND GOALS
Chapter 4 is the framework of the Master Plan. The vision is for Ypsilanti Township to be a thriving community of healthy and sustaining neighborhoods, lasting livelihoods and great places. The mission of the Township is to proactively preserve and build great neighborhoods, jobs and community places, making Ypsilanti Township one of the healthiest communities in Michigan. Goals and objectives are organized by the building blocks of the community: neighborhoods, jobs and places.

5: NEIGHBORHOODS
Chapter 5 describes the goals and strategies to preserve and create great neighborhoods. Goals range from increased safety to reinvestment in neighborhoods to more transportation options.

6: JOBS
Chapter 6 details goals and strategies to support entrepreneurs and cutting-edge firms alike to create jobs with lasting livelihoods and build a 21st Century workforce. Tactics include small business support, job training and strategic development, including the continued redevelopment of the Willow Run Bomber site.

7: PLACES
Chapter 7 lists the goals and strategies to create great places to work, play and live in Ypsilanti Township. Strategies include the development of the Township Core, open space and agriculture preservation, corridor reinvestment and arts and culture in daily life.

8: FUTURE LAND USE
Chapter 8 lays out how the vision and goals of the Master Plan will become a reality in the form of new buildings and homes, reinvestment in neighborhoods and corridors and preservation of open space and agriculture. For each of the eight thematic future land use categories, the chapter describes the intent, land uses and design concepts and considerations.

9: IMPLEMENTATION
Chapter 9 compiles the strategies for identified goals and breaks out actions by time frame. The introduction lists potential partners and funding sources. The chapter ends with a comprehensive implementation table.

10: SPECIAL AREA PLANS
Chapter 10 contains special area plans developed during the Master Plan process: the former Willow Run Bomber Plant and surrounding area, the Township Core, and the Gault Village shopping center.

11: APPENDIX
The appendix contains results from the 2018 survey, demographic information, reports from community engagement events, and neighborhood reports.

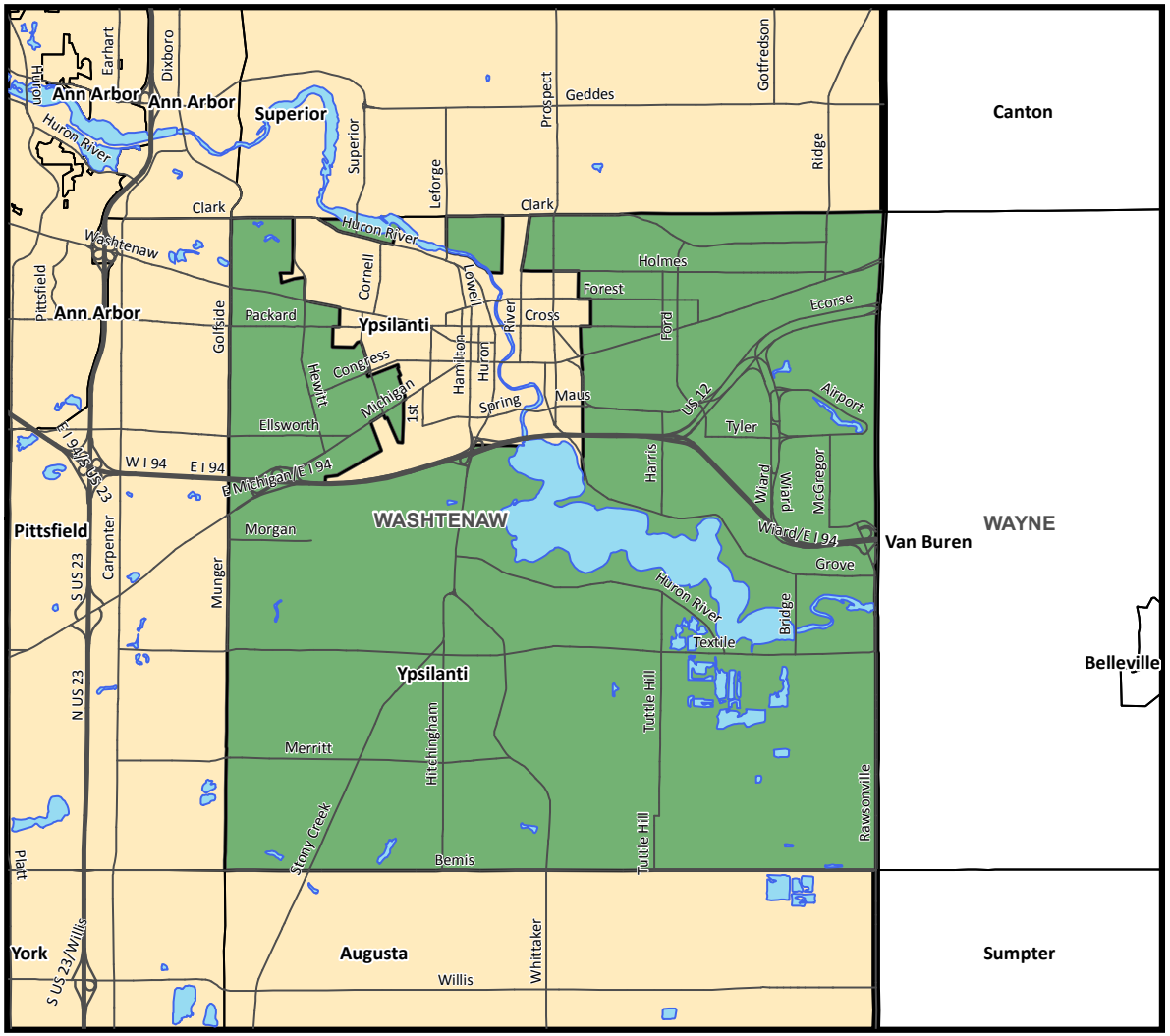
WHAT IS A MASTER PLAN?

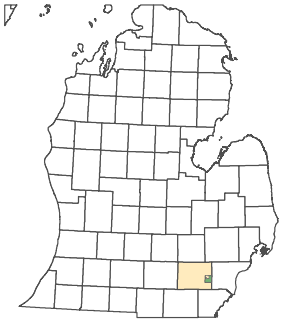
The Master Plan is the Township's official statement of the goals and policies and a single, comprehensive view for the community's future. In addition, the Master Plan serves many functions and is to be used in a variety of ways including, but not limited to, the following:

- The Master Plan is an aid in daily decision making. The goals and strategies in the Master Plan guide Township staff, the Planning Commission, and Township Board in their deliberations on zoning, economic development, transportation improvements, capital investment, and other matters relating to land use and development.
- The Master Plan coordinates public improvements and private development. For example, public investments such as road improvements should be located in areas identified in the Master Plan as having the greatest benefit to the Township and its residents.
- The Master Plan is an educational tool and gives citizens, property owners, developers, and adjacent communities a clear indication of the Township's direction for the future.
- The Master Plan provides the statutory foundation upon which zoning decisions are based. The Michigan Zoning Enabling Act (P.A. 110 of 2006, as amended) requires that the zoning ordinance be based on a plan.

LOCATION

Ypsilanti Charter Township is strategically located in eastern Washtenaw County. Almost thirty-two square miles in area, it is approximately 36 miles from downtown Detroit and 21 miles from Detroit Metro Airport. I-94 traverses the Township in an east/west direction with three interchanges at Michigan Avenue, Huron Street, and Rawsonville Road. US-23, I-94 and I-275 provide excellent north-south access and are a short drive from all portions of the Township. In close proximity to Ann Arbor, Ypsilanti Township is strategically located within the metropolitan Detroit region.





Ypsilanti Township
Washtenaw County

YPSILANTI TOWNSHIP REGIONAL LOCATION

Ypsilanti Township, Washtenaw County

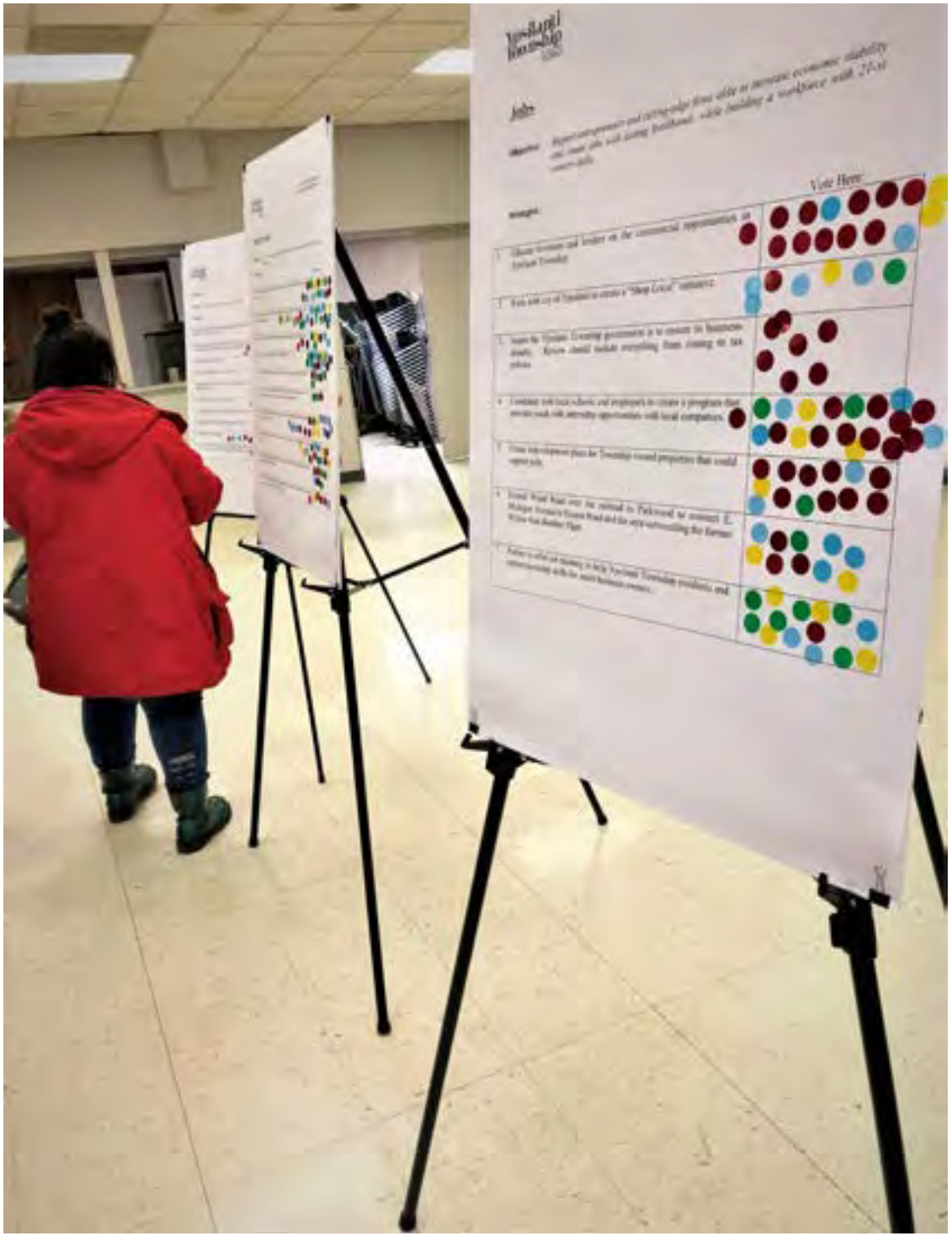
Carlisle/Wortman Associates
March 13, 2018

PROCESS

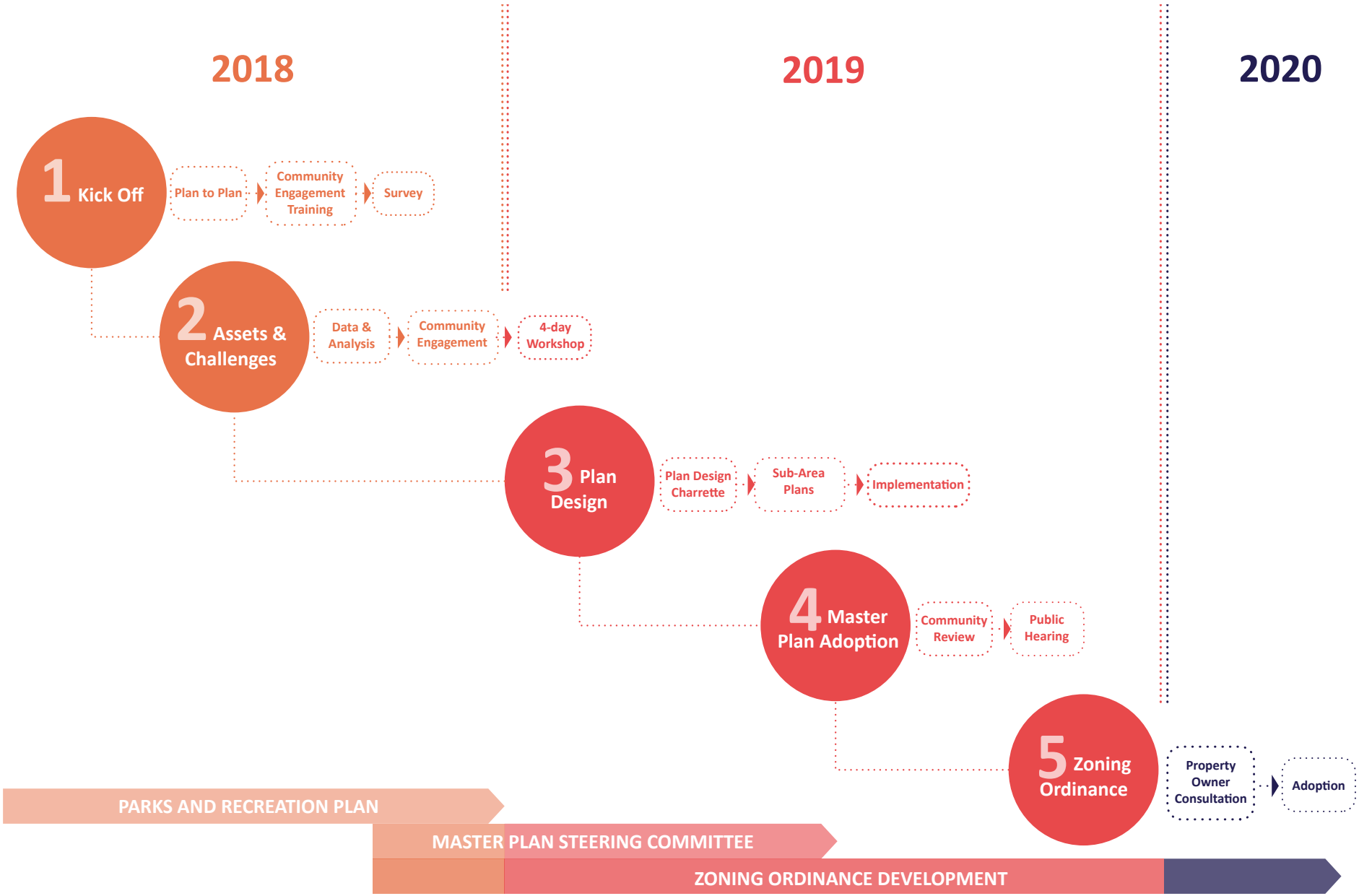
The master plan process was based on community engagement and current data. The process diagram on page 5 outlines the Master Plan process as part of the Ypsilanti Township 2040 effort.

The Master Plan process started in August 2018 and continued through the beginning of 2020. The process reached hundreds of Ypsilanti Township residents, workers and business owners through a project website, social media, a statistically valid survey, two multi-day workshops, community meetings, presentations to appointed and elected officials and attendance at dozens of neighborhood meetings.

Every part of the Master Plan's vision, mission, goals and strategies were influenced or directly attributed by community participants.



Ypsilanti Township 2040 Process



COMMUNITY ENGAGEMENT

STEERING COMMITTEE

In the fall of 2018, a steering committee of 10 residents representing the racial, economic and geographic diversity of Ypsilanti Township was established to guide the community engagement process and build consensus around the Master Plan. The Committee included neighborhood watch leaders, a retired professor from Eastern Michigan, owners of a recently established vineyard, a public middle school teacher, the Township Clerk, the Township Planning Commission chair, the chair of the Park Commission, an officer with the Washtenaw County Sheriff and a librarian with the Ypsilanti District Library.

The steering committee directed the Master Plan's vision, mission, goals special area plans, and strategies.

COMMUNITY SURVEY

A statistically valid survey was conducted in September and October 2018 by Cobalt Community Research. Over 500 Township residents and business owners responded to the survey both online and through mail. The goals of the survey were to inform planning decisions during the master plan process, compare resident perceptions to the baseline of service levels measured in 2009, compare Township performance to Cobalt's state, regional and national benchmarks and to continue a baseline to help demonstrate future improvements in programs and services over time. Data was analyzed on census tract and neighborhood levels as well as by school district. The survey is referenced throughout the Master Plan and results are in the appendix.

OCTOBER 2018 MASTER PLAN WORKSHOP

During the four-day workshop, nearly 200 unique visitors attended one or more of the community meetings, open studios, and tours to discuss the current state and future of Ypsilanti Township. In the open studio, participants shared what they liked, wanted to see improved or changed in their neighborhoods. Tours occurred at Gault Village Shopping Center, three local farms and the newly opened autonomous vehicle testing center, American Center for Mobility. Other events included a happy hour at a local Kombucha distillery, a resident panel sharing stories and memories of the Township and a closing celebration. A summary report is in the appendix. The community identified six themes during the workshop that formed the basis for the catalyst projects, special area plans and goals of the master plan.

During the Master Planning process, over 1,000 unique community interactions happened.

NEIGHBORHOOD WATCH MEETINGS AND GROCERY STORE VISITS

The consultant team and Township staff visited two local grocery stores at peak shopping times to ask what people liked, wanted to improve or change and what was missing in Ypsilanti Township. After the October Master Plan Workshop, consultants visited 15 regular Neighborhood Watch meetings to share and confirm what had been shared about each group's neighborhood. Residents' opinions directly influenced what strategies were tested at the February 2019 Master Plan Workshop.

FEBRUARY 2019 MASTER PLAN WORKSHOP

Throughout the three-day workshop, over 60 unique visitors attended one or more of the open studios and a pancake breakfast. During the open studio, visitors provided input on the viability of 44 strategies, grouped around issues of neighborhoods, jobs and places. From the data gathered at the open studio, the strategies were narrowed down to 27 items presented at the pancake breakfast. The breakfast attendees were asked to vote on three strategies which they believed should be the focus of the master plan. The strategies formed the actions in the implementation chapter of the Master Plan.

COMMUNITY PRESENTATIONS

Over forty individuals attended the Master Plan reveal event was held at the Ypsilanti District Library Whittaker Road Branch in April 2019. The evening included a presentation by the consultant team, input and dialogue from attendees, attendee voting on the five catalyst projects, and concluded with an Open House with one-on-one interaction.

During the approval process, presentations on the Master Plan were given to the Steering Committee, Planning Commission and Township Board as well as at some Neighborhood Watch Meetings.

COMMUNITY HISTORY

EARLY BEGINNING

Ypsilanti Township's rich history began with the Great Sauk Trail which became Michigan Avenue/ US-12 Highway. The trail crossed the Huron River in the area that would become Ypsilanti Township. In 1809, a trading post was built for trade between French explorers and Native Americans.

Several Native American tribes, namely the Ottawa, Chippewa and Potawatomi, resided and formed alliances in the area. The first European settlers came to the area in 1823.

YPSILANTI AREA ESTABLISHED

In the early 1800's, Ypsilanti Township and the City of Ypsilanti were established in 1827 and 1832, respectively. The area was named after the Greek patriot, General Demetrius Ypsilanti.

The Michigan Central Railway was laid from Detroit to Ypsilanti in 1838, bringing the lumber business. As forests were cut, the Township went from frontier to farmland. A one-room school opened its doors on Rawsonville Road in 1834. While the nearby cities of Ann Arbor and Ypsilanti became homes to universities, the Township remained a quiet rural community of farms and villages until the early 1900's.

MANUFACTURING AND THE ARSENAL OF DEMOCRACY

In 1932, Henry Ford developed a dam to produce power for his automotive manufacturing plant in Ypsilanti, creating Ford Lake. Due to the lack of U.S. aircraft manufacturing facilities, Ford Motor Company acquired an unincorporated part of the township known as Willow Run Village in 1941. In 1943, the Willow Run Bomber Plant was completed and employed 42,000 people. During its first two years of operation, the facility ran 24-hours a day and produced over 8,800 aircraft. Willow Run Village was built to house and provide services to the thousands of workers coming from across the country, eventually home to more than 15,000 people. The stretch of Interstate-94 between Detroit and Willow Run was built to bring workers and supplies to the bomber plant.

The factory, interstate and Village fundamentally changed the diversity of the Township's population and shifted its economy from agriculture to manufacturing.

POST-WORLD WAR II EMPLOYMENT SHIFT

After the war, the bomber plant began manufacturing Kaiser-Frazer automobiles, then produced transmissions and other powertrain components for General Motors. The auto industry provided employment for Ypsilanti Township residents well into the 1980's.

By 2000, only 36% of Ypsilanti Township's population was employed in the manufacturing industry. Recognizing this shift, the Township began to prioritize new forms of industrial development in the 1990's, including research and technology.

HOUSING BOOM

Another significant trend in the 1970 s and into the early 1990's was the popularization of single-family-residential homes in planned subdivisions. Single family homes in the township increased by 11% from 1970 to 1992. Much of the new single-family home construction occurred south of Textile Road.

With the housing boom, came spinoff developments to serve the growing population. These developments included roller rinks, bowling alleys, drive-in theaters, and baseball fields hand built by resident enthusiasts. The 1970's saw the construction of the Township Civic Center.

RECESSION AND HOPE FOR THE FUTURE

The foreclosure crisis during the Great Recession posed serious challenges for Ypsilanti Township. In a revitalization strategy, the Township worked with Habitat for Humanity of Huron Valley in the West Willow, Gault Village, Sugarbrook and Holmes Road neighborhoods.

The closing of the General Motors plant in 2010 marked the end of automobile manufacturing at Willow Run. However, legacy of innovation at the plant continues with the operation of the American Center for Mobility (ACM), a testing and product development facility for automated vehicles and other mobility technologies. The 335-acre property opened in 2017.

Although its manufacturing legacy has remained, Ypsilanti Township has become known for historic neighborhoods, outdoor recreation and rural landscape.

2: CATALYST PROJECTS

INTRODUCTION

Catalyst projects are public or private projects that will stimulate redevelopment of under utilized properties, create jobs, and stabilize neighborhoods. Each project has associated implementation steps and private investments. The measures of return on investment includes creation of jobs, increase in home ownership, crime reduction, increase in land value, improved transportation and access, and new housing units. These projects were selected to demonstrate a strong commitment from the Township to make positive, substantial changes for the community.

The catalyst projects described in this chapter are actions Ypsilanti Township should take in the next five years. Each of the following projects are vital to supporting the mission, vision and goals of the Master Plan:

- Comprehensive Rewrite of the Zoning Ordinance
- Healthy Neighborhood Program
- Extension of Wiard Road to East Michigan Avenue
- Open Space and Agriculture Preservation
- Social and Cultural Presence

A description, the impacts and details of each project are further described in this chapter.

COMPREHENSIVE REWRITE TO ZONING ORDINANCE

A comprehensive update to the Zoning Ordinance is needed to implement numerous strategies in the Master Plan.

IMPACT

An updated ordinance will establish the necessary regulations to revitalize corridors, preserve open space and agricultural areas, redevelop key sites including Gault Village and the Township Core (see Special Area Plans in Chapter 10), and promote economic development and job creation.

DETAILS

Time Frame: Within one year of Master Plan adoption

Partners: Staff, Consultants

Funding: General Fund

HEALTHY NEIGHBORHOOD PROGRAM

The Township will continue to focus resources and build on partnerships to implement a comprehensive healthy neighborhood program.

IMPACT

A healthy neighborhood program will strengthen neighborhoods in the following ways: increasing home ownership; addressing neighborhood safety; prioritizing investment in infrastructure; providing healthy food access; enhancing indoor and outdoor recreation and exercise opportunities; and creating easy access to all forms of transportation and educational opportunities for both youth and adults.

DETAILS

Time Frame: Program launch within two years of Master Plan adoption

Partners: County, Non-profit Organizations, Neighborhood Watch Associations, Community Partners

Funding: General Fund, Grants, Washtenaw County

EXTENSION OF WIARD ROAD TO EAST MICHIGAN AVENUE

A road connection via Wiard Road directly connecting US-12 with E. Michigan Avenue is needed to unlock economic development potential on East Michigan Avenue and to link neighborhoods to daily needs.

The physical division of Michigan Avenue due to the railroad from Ecorse Road, Wiard Road, US-12, and I-94 creates neighborhood isolation and economic development limitations for the township.

IMPACT

A north/south road connection directly connecting Wiard Road with Michigan Avenue would unlock significant development potential for E. Michigan Avenue, particularly for spinoff businesses wanting to locate close to the American Center for Mobility (ACM).

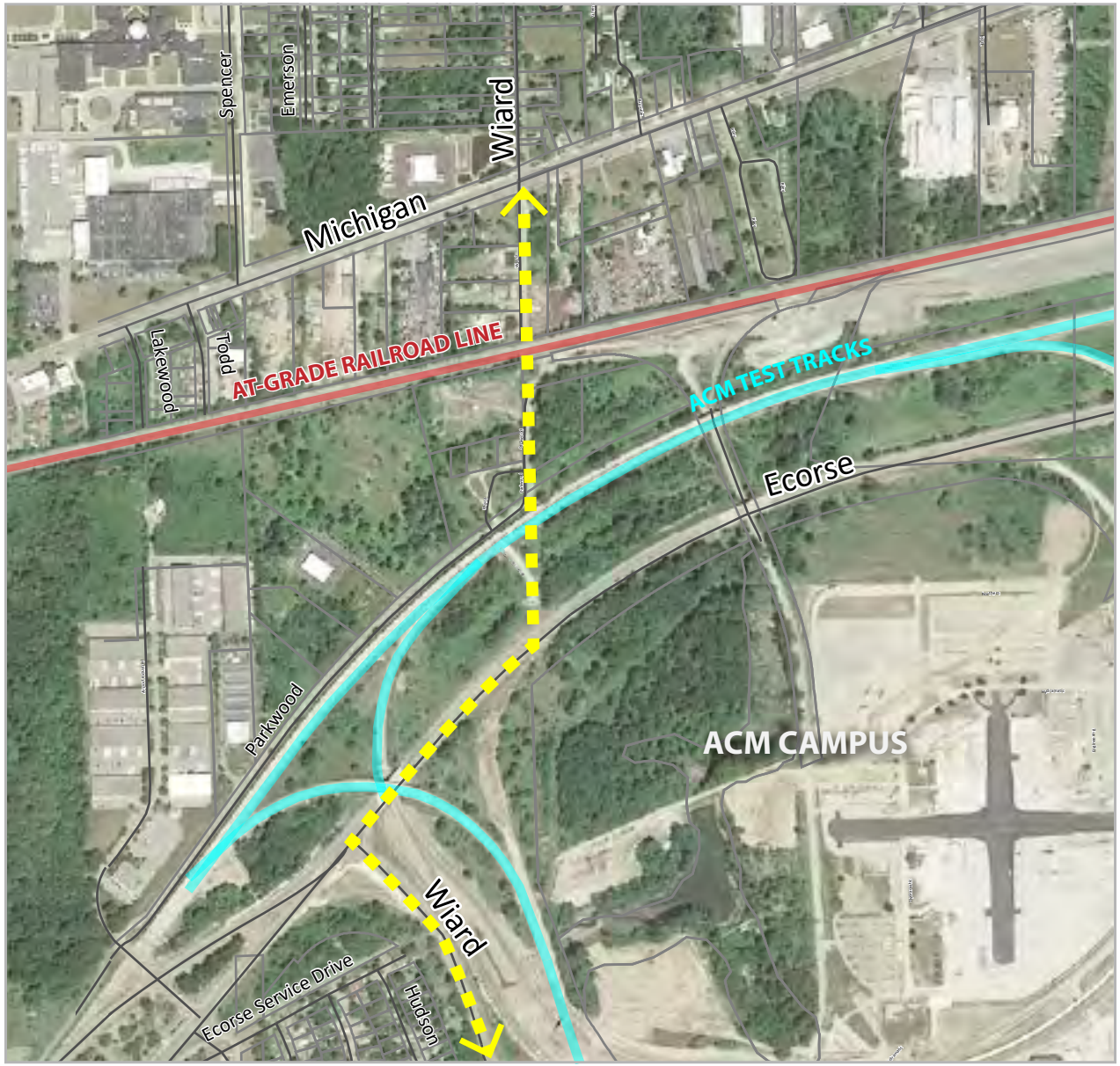
In addition, it provides a physical connection and eliminates isolation of both West Willow and the E. Michigan Avenue neighborhoods.

DETAILS

Time Frame: Initiation should start within months of Master Plan adoption. Construction within 10 years.

Partners: State of Michigan, Washtenaw County, ACM, Yankee Air Museum, major employers, SPARK

Funding: Federal, State, Washtenaw County, and Local



OPEN SPACE AND AGRICULTURE PRESERVATION

The Township will establish policies, regulations, and programs to conserve natural resources, and preserve open space and agricultural farm lands.

The southern end of the township has wetlands, woodlands, prairies and productive agricultural lands. In order to mitigate development pressures on these lands, the Township is committed to do the following: conduct a study of road and infrastructure capacity to determine density, partner with a land conservancy and other groups to offer financial incentives to preserve land and concentrate economic development resources on growing local food businesses, including farms; and assist in developing agritourism opportunities.

IMPACT

Establishing policies, regulations, and programs will preserve open space, preserve and strengthen agriculture and specialized farm land, reduce development sprawl, protect valuable natural resources, and reduce infrastructure costs.

DETAILS

Time Frame: Initiation should start within months of Master Plan adoption. Implementation within 5 years.

Partners: State of Michigan, Washtenaw County, Non-profit organizations

Funding: Grants, Federal, State, Washtenaw County (including Natural Areas Preservation Program), General Fund

SOCIAL AND CULTURAL PRESENCE

The Township will proactively invest staff time and resources to increase its social and cultural presence in the community and the region. This effort will include developing and implementing a Township marketing program, continued investment in social media, creation of a public arts program, sponsorship of cultural events, and the creation, improvement and programming of public spaces.

IMPACT

Proactively promoting the Township's social and cultural presence will create placemaking opportunities, improve residents' quality of life, provide increasing economic development opportunities, and positively lift the township's profile

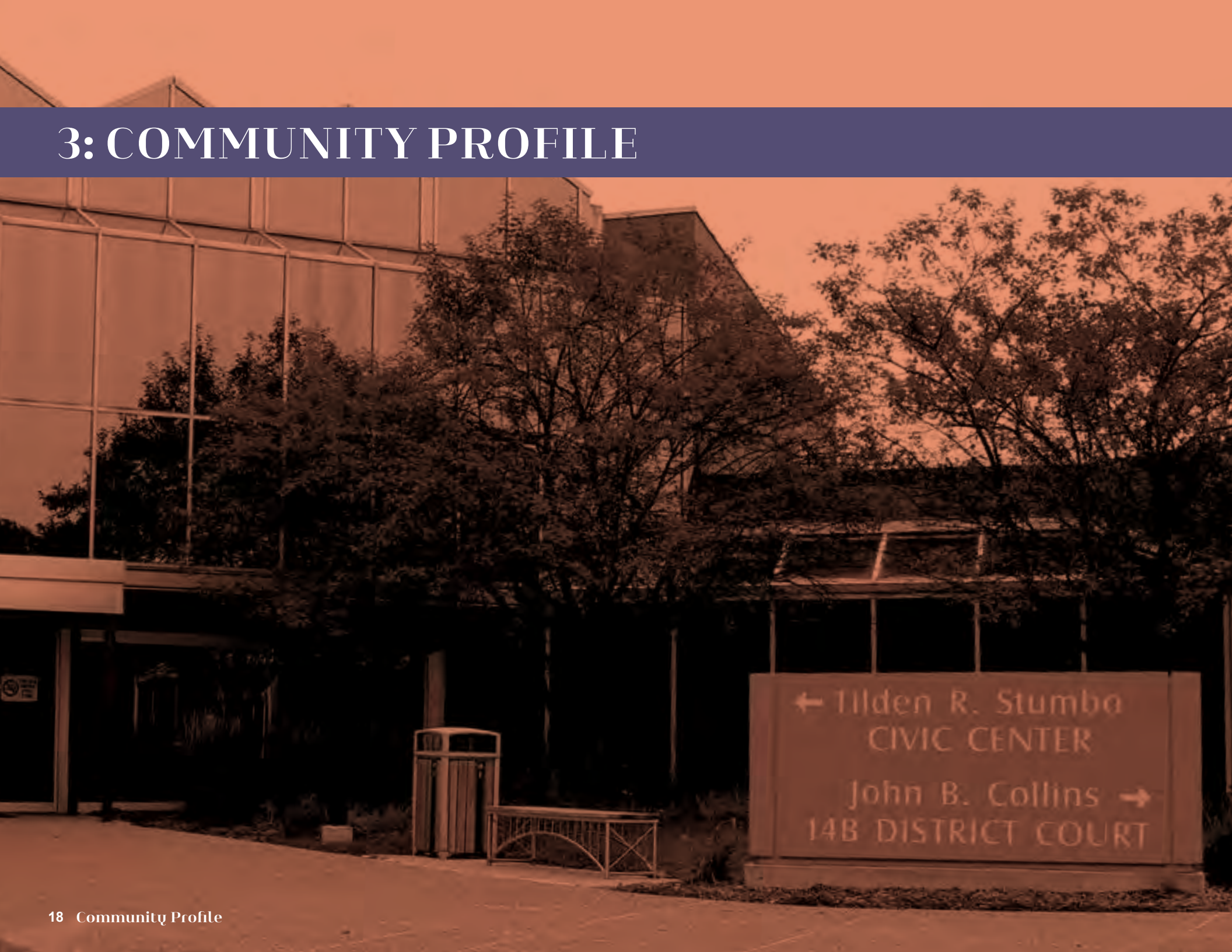
DETAILS

Time Frame: Within one year of adoption

Partners: Non-profit Organizations, Neighborhood Watch Associations

Funding: Grants, Washtenaw County, General Fund

3: COMMUNITY PROFILE



INTRODUCTION

Ypsilanti Township has a rich mix of unique neighborhoods and land patterns, including urban, suburban and rural. The township is also one of the most diverse municipalities in Washtenaw County in terms of race, education levels and income. Due to its unique character, the analysis in this chapter is routinely broken down by the neighborhood groups shown on the map on page 21.

The Community Profile is shown in sections on existing land use, demographics, housing, transportation, diversity and geography. Sources used include:

- The U.S. Census
- The Southeastern Michigan Council of Governments (SEMCOG)
- Ypsilanti Township records
- A statistically significant survey of Township residents and businesses in the fall of 2018

Additional information from these sources as well as neighborhood-specific demographic profiles can b found in the appendix.

The data has several implications for the Master Plan:

- Due to its diversity in population and land use, one-size fits all solutions for the township are not feasible.
- In the past twenty years, the amount of agricultural land has significantly decreased while new housing has increased. Without a policy change, this pattern will continue.
- Ypsilanti Township has and will continue to have one of the largest populations in Washtenaw County.
- When demographic data is examined at a census tract level, areas of the Township are very different from one another with shifts in demographic and economic conditions.
- The housing foreclosure crisis in the Great Recession affected every neighborhood in the Township and has shifted the ratio of owner-occupied to rental housing.
- Non-motorized transportation (sidewalks, bike paths and routes) and bus systems do not yet provide access for all Township residents to daily needs, recreation and job centers.
- The majority of Township residents in the workforce commute to jobs outside the Township's borders, including over 8,000 people going to work in Ann Arbor daily.

NEIGHBORHOOD AREAS

The neighborhood areas are a best attempt to marry data linked to U.S. Census Tracts and commonly used neighborhood names. Since the geography is based on census tracts, neighborhoods that have different identities and characters were often grouped together. So, while some areas, like West Willow, are widely known, others areas, like those in the South District, do not have the same level of name recognition or identity.

Aspen Chase / Chestnut Lake
Northwest corner of township
Multiple family residential including rental housing for Eastern Michigan students, office, recreation/ open space, and commercial. Includes the north side of Washtenaw Avenue.

Huron Heights
North portion of township
Predominantly a multiple family residential area, often student housing, with a large concentration of open space. A small pocket of single-family residential is adjacent to the Huron River.

Lay Gardens / Holmes Road
Northwest corner of township
Historically single-family residential neighborhoods (Appleridge, Bud/Blossom, Holmes Road and Lay Gardens) with multiple family residential (Huron Meadows, Clark Towers), institutional, office, recreation/ open space, and commercial uses. Includes East Michigan Avenue.

Hewitt Road / Westlawn / Stevens Park
West central portion of township
The northern part is predominantly historic single-family residential neighborhoods (Hewitt Road, Stevens Park). The southern section includes a variety of uses including multiple family, office, institutional, and commercial.

Oaklawn / Hawthorne
North central portion of township
Predominantly historic single-family residential neighborhoods (Oaklawn/Hawthorne, Thurston) with a mix of commercial and office uses on Ecorse Road.

West Willow
East central portion of township
A historic, predominantly single-family neighborhood built as worker housing in the 1960's.

Willow Run
East portion of township
Predominantly light industrial area, which includes Willow Run Airport, the American Center for Mobility, and Yankee Air Museum.

Sugarbrook
East central portion of township
Neighborhoods, including Sugarbrook, Wingate Condominiums, and Rawsonville, consisting of predominantly single-family residential built post World War II.

Gault Village
Central portion of township
A historic neighborhood consisting of predominantly single-family houses. Includes Gault Village Shopping Center.

Lakeview
Central portion of township, just north of Ford Lake
Predominantly multiple-family residential area (Cliffs on the Bay and Lakeshore Apartments), oriented around Ford Lake.

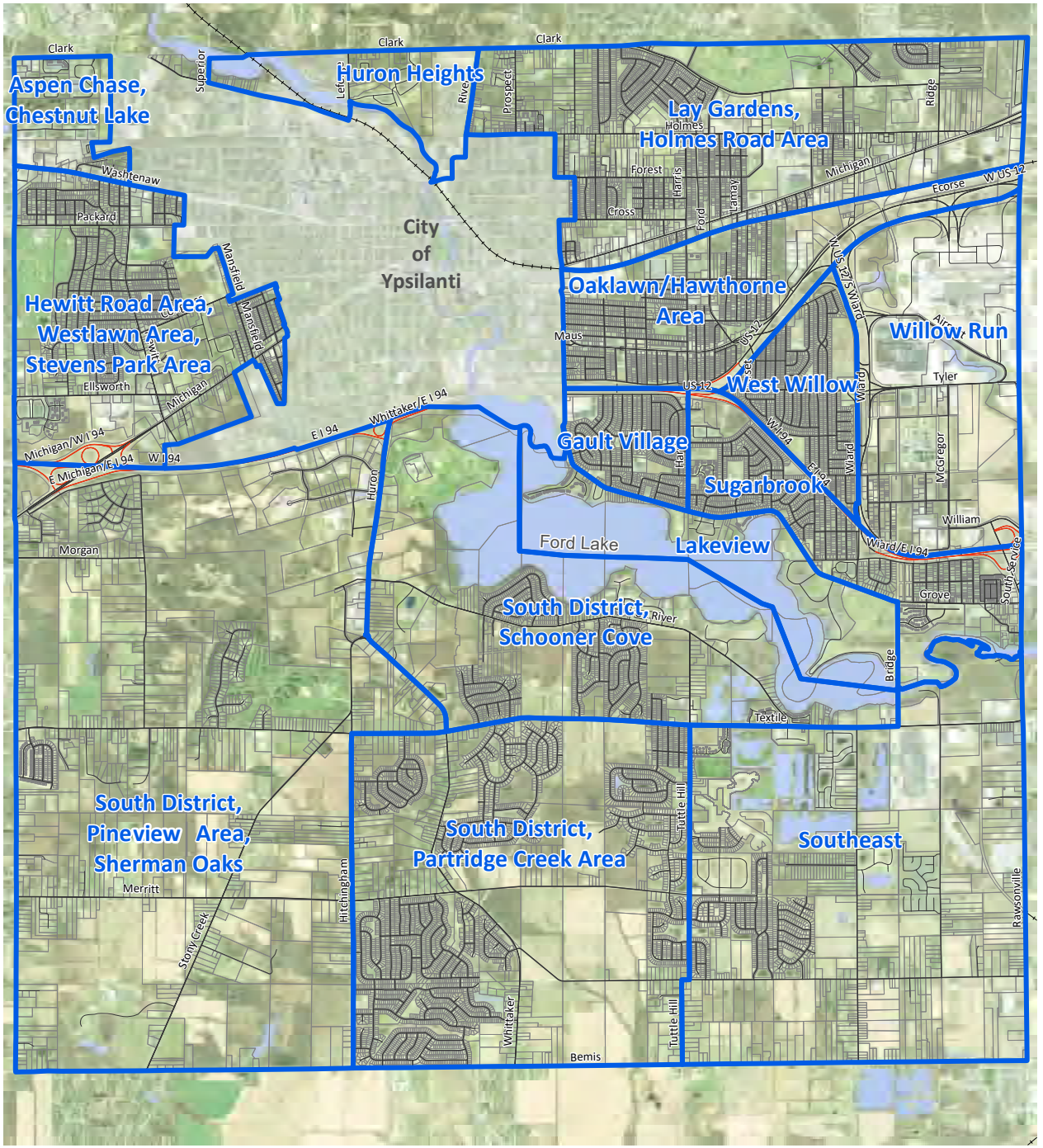
South District / Schooner Cove
Central portion of township, just south of Ford Lake
Includes a mix of single-family (Ford Lake Heights and multiple-family (Schooner Cove) on Ford Lake.

South District / Pineview Area / Sherman Oaks
Southwest corner of township
Predominately active agriculture and rural single-family residential, with pockets of new single-family residential subdivisions.

South District / Partridge Creek Area
Southern portion of township
Mix of active agriculture and rural single-family residential with new single-family residential subdivisions (Greene Farm, Partridge Creek).

Southeast / Creekside
Southeast corner of township
Predominately active agriculture and rural single-family residential area. However, includes scattered pockets of new single-family residential subdivisions, and industrial uses along Rawsonville Road.

NEIGHBORHOOD AREAS MAP



EXISTING LAND USE

Ypsilanti Township's largest land use is single-family residential, almost double the acreage now than in 1990. Transportation and utility are next largest land use, including the portion of Willow Run Airport in Ypsilanti Township. Water makes up 6.5% of land cover. Ford Lake, a 975-acre man-made lake created by damming the Huron River, represents almost 75% of this area. Hewen's Creek, Paint Creek, and Willow Run, significant streams and drains in the Huron River Watershed, run through the Township. Wetland areas and floodplains border these streams, with the largest wetlands located in the southwest quadrant of the Township.

Land use patterns have shifted significantly since 1990, when agriculture was the largest land use in the Township. Between 1990 and 2018, Township agricultural area fell from 5,333 to 2,068 acres, a 61 percent drop while single-family residential areas increased by 94 percent. The southern portion of the township saw the biggest shift in land use from agriculture to single-family residential.

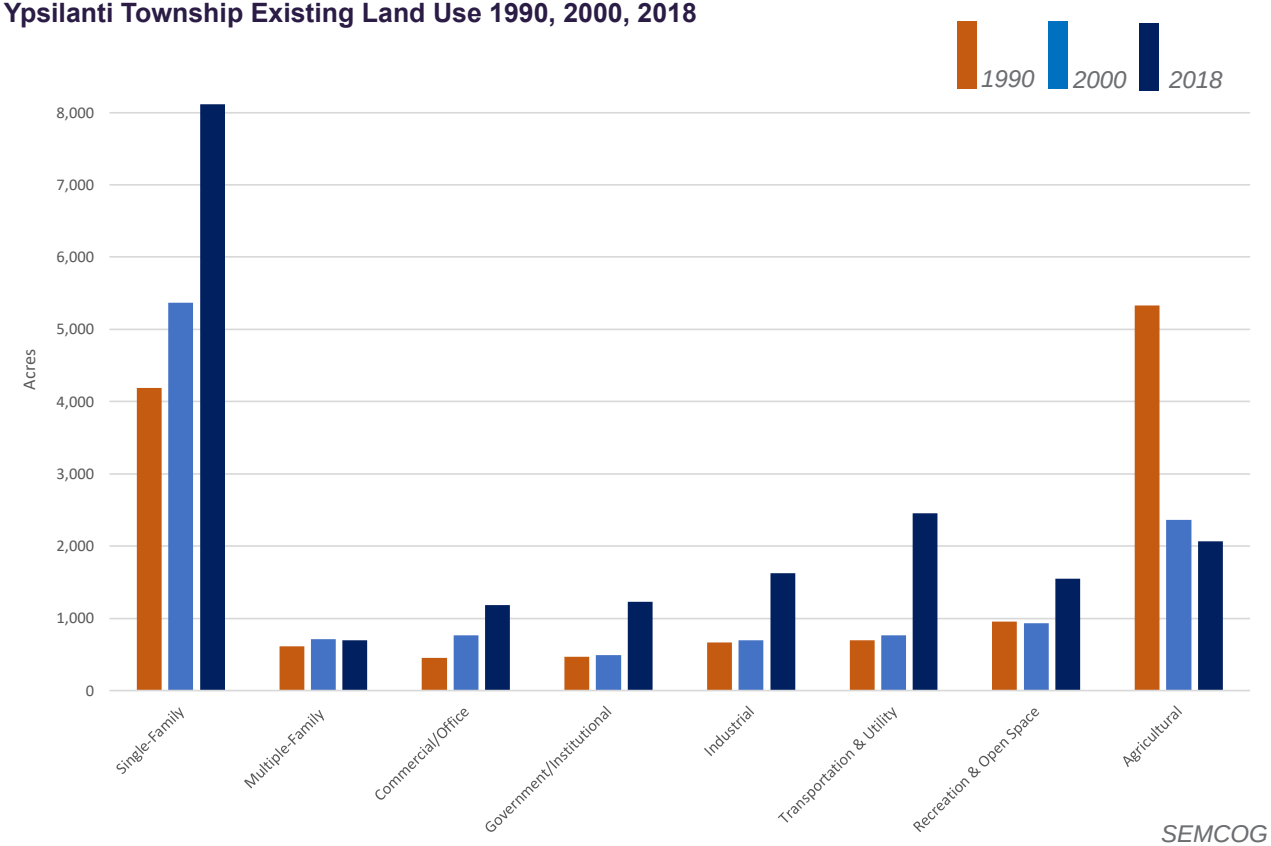
In that same period, the remaining land use categories grew but not at the same pace as single-family. Without changes to land use policy, the continued growth of single-family residential will displace open spaces, woods, wetlands and farms as well as stretch the capacity of the existing road and storm water systems.

Ypsilanti Township Existing Land Use 2018

Land Use	Acres	Percent
Single-family residential	8,116.50	39.90%
Transportation, Communication, and Utility	2,451.60	12.00%
Agricultural	2,068.60	10.20%
Industrial	1,626.20	8.00%
Park, recreation, and open space	1,551.20	7.60%
Water	1,314.40	6.50%
Governmental/Institutional	1,227.10	6.00%
Commercial	1,183.60	5.80%
Multiple-family residential	699.60	3.40%
Airport	116.80	0.60%

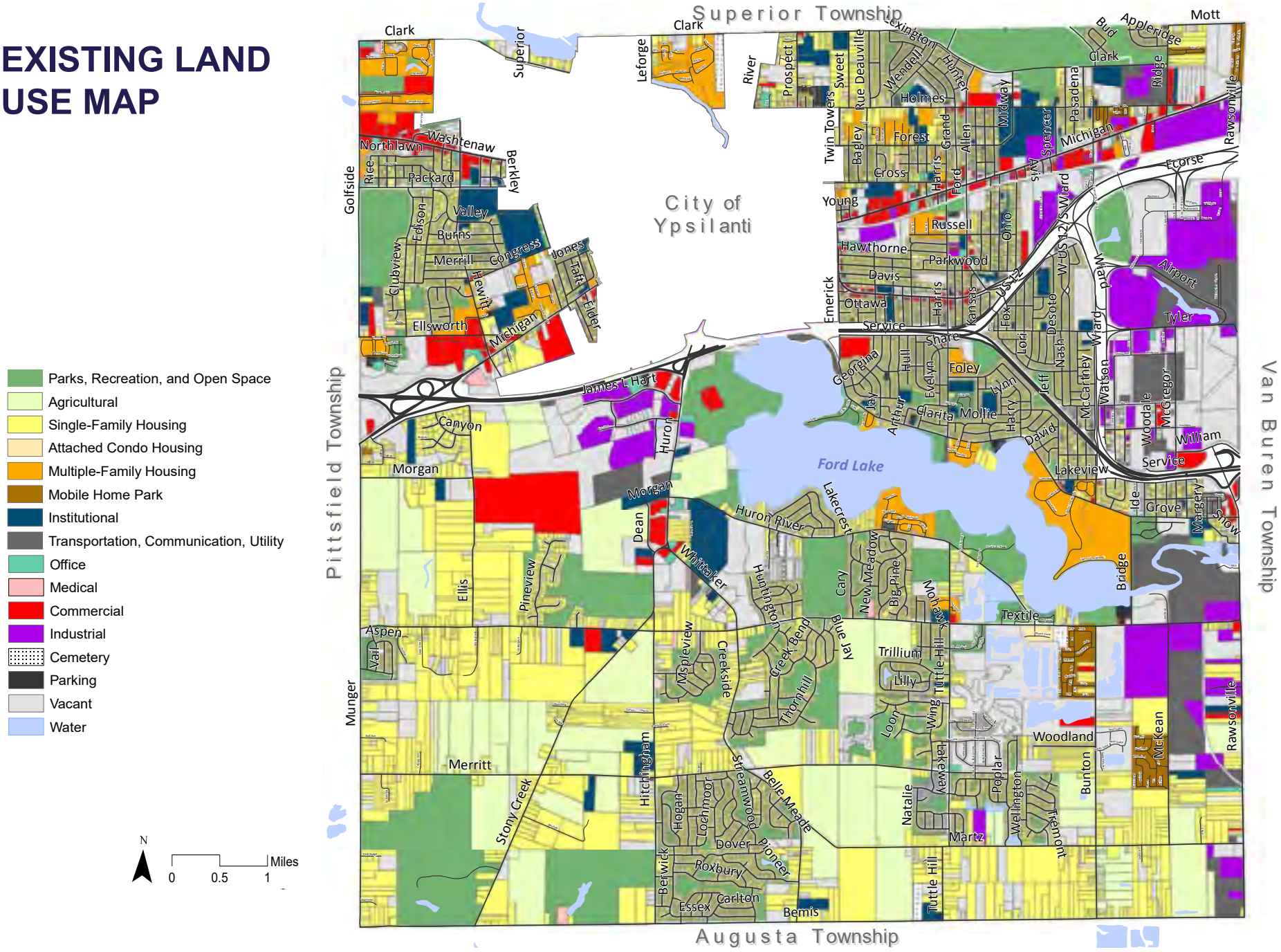
SEMCOG

Ypsilanti Township Existing Land Use 1990, 2000, 2018



SEMCOG

EXISTING LAND USE MAP



DEMOGRAPHICS

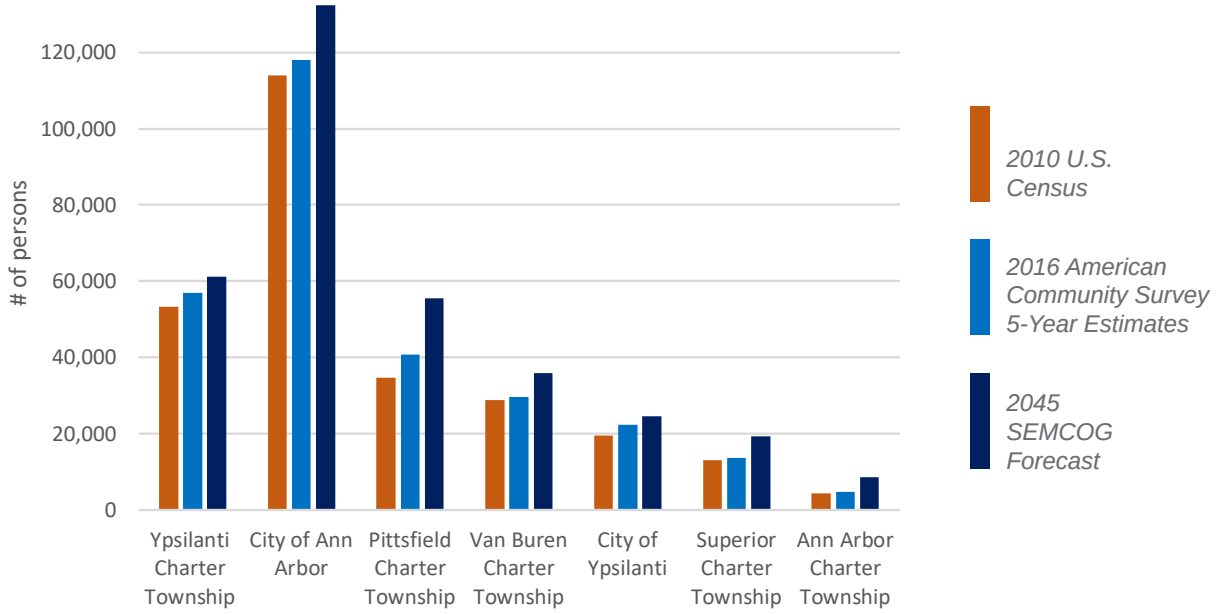
Ypsilanti Township has the second largest population in Washtenaw County and is projected to continue to outpace its neighbors, except for the City of Ann Arbor, in the next decades. By 2045, the number of jobs in the Township is expected to increase, just over 3,000 new jobs, but not to same extent as the population with almost 6,000 new residents, according to SEMCOG.

The estimated median household income in Ypsilanti Township in 2016 was $46,399. However, there is a gap of over $64,000 between the census tracts with the highest (Creekside) and lowest (Huron Heights) median household incomes in the Township. Huron Heights income data reflects the concentration of Eastern Michigan student housing in that area while Creekside's household income is closer to that of City of Ann Arbor than the Township overall. When making decisons based on income, a finer grain analysis is needed due to the diversity of income levels in the Township.

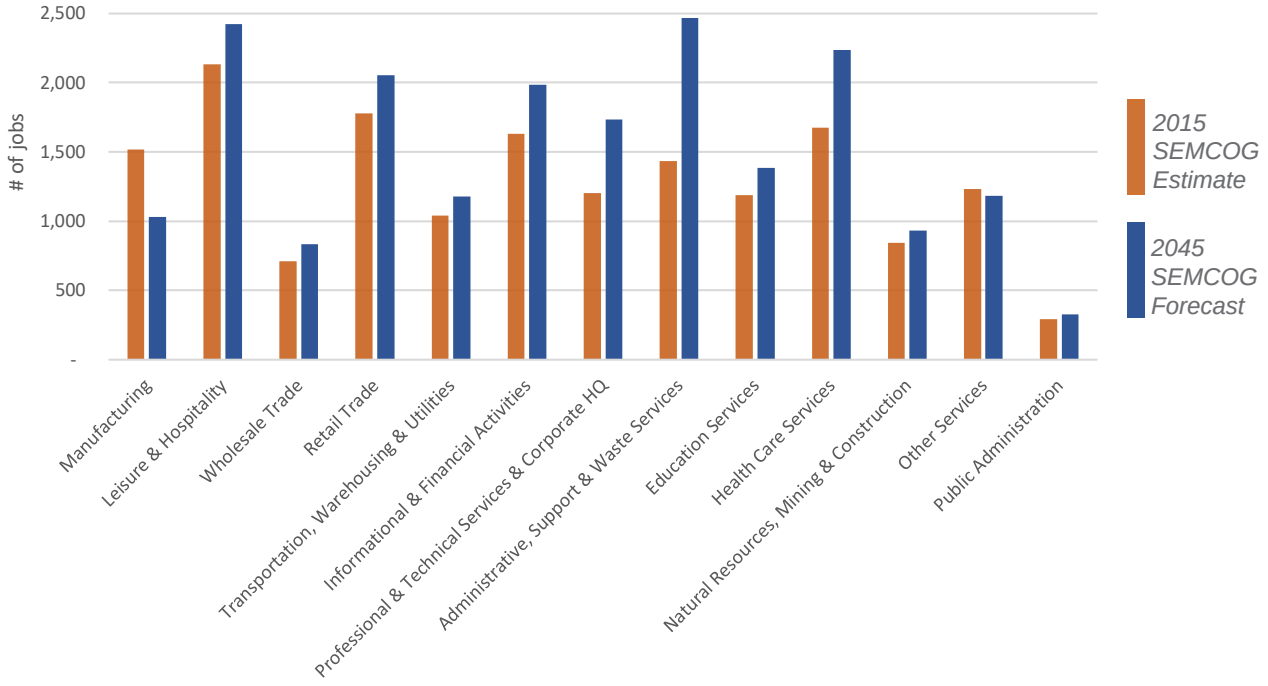
Ypsilanti Township's largest age group is and expected to remain between the ages of 25 to 54. However, the number of senior citizens is expected to double in the next twenty-five years, creating the need for different services and housing.

Over sixty percent of the adult population (ages 25-65), have some college, an associates or bachelor's degree. The Township will likely need to invest resources and create partnerships to assure that those residents with less education can have the opportunity to access jobs with lasting livelihoods.

2010, 2016 & 2045 Population: Ypsilanti Township and Surrounding Communities



Jobs by Industry Sector: Ypsilanti Township



33.9 years was the median age of Ypsilanti Township residents with over **48% between 15 and 44 years old.**

2016 American Community Survey 5-Year Estimates

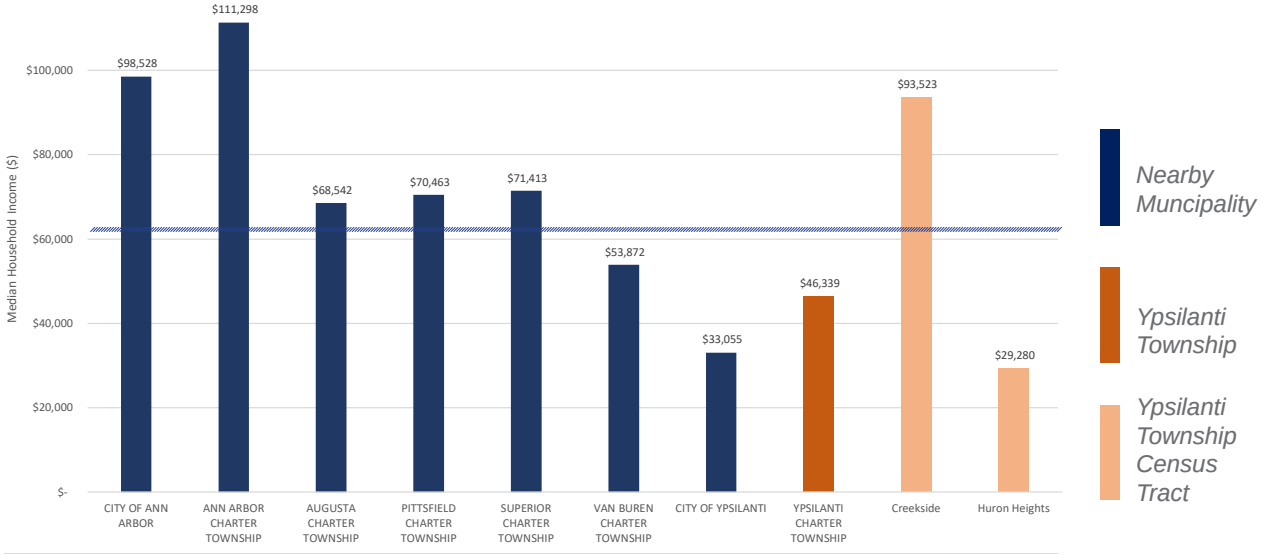
Almost one-third of adults ages 24-65 in Ypsilanti Township in 2016 had a **Bachelor's degree of higher.**

2016 American Community Survey 5-Year Estimates

Over 3,000 new jobs and **almost 6,000 new residents** are forecasted for Ypsilanti Township between **2015 and 2045.**

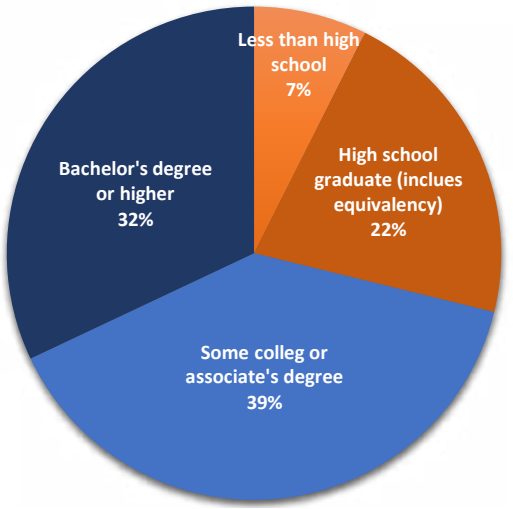
2045 SEMCOG Forecast

2016 Median Household Income: Ypsilanti Township and Nearby Muncipalities



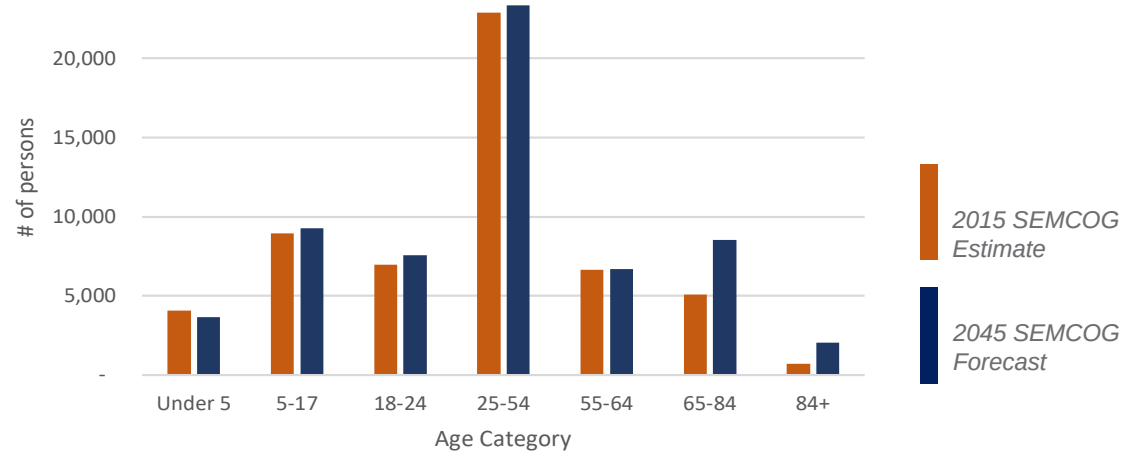
2012-2016 American Community Survey 5-Year Estimates

2016 Educational Attainment, Ages 24-65 years: Ypsilanti Township



2012-2016 American Community Survey 5-Year Estimates

2015 & 2045 Estimate Population by Age Category: Ypsilanti Township



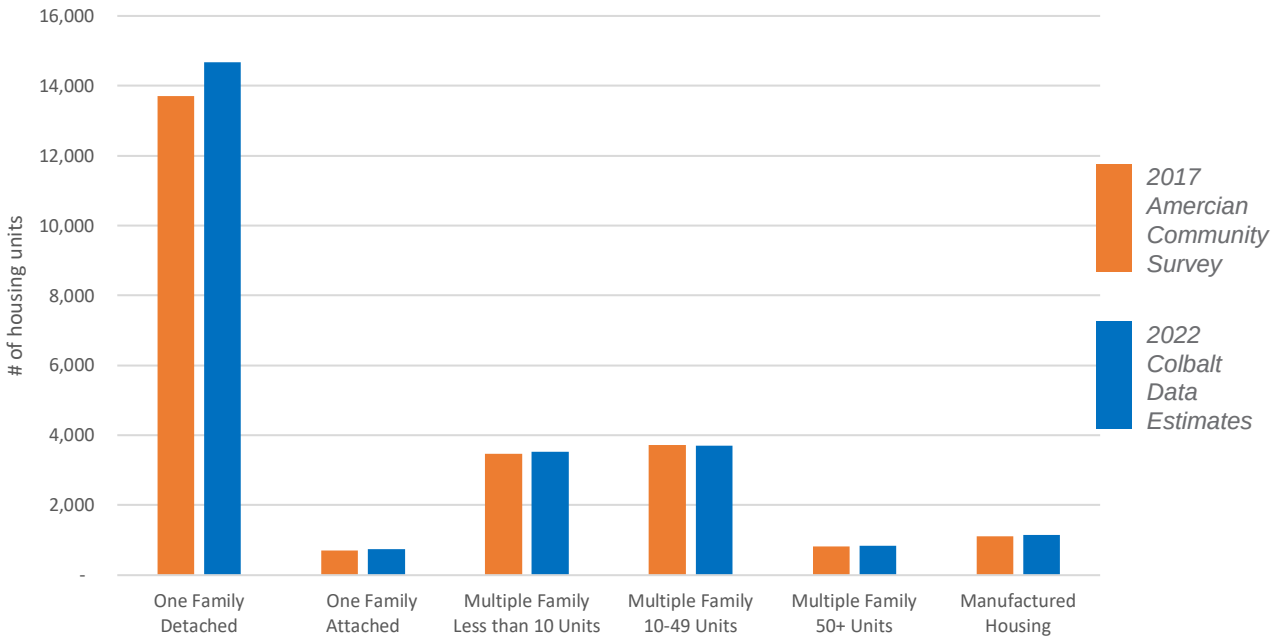
HOUSING

Ypsilanti Township's housing stock is primarily single-family homes. The 2018 Master Plan survey indicated a desire by township residents for more types of housing, including smaller single-family and senior housing. Without policy changes, the current housing type composition is expected to continue.

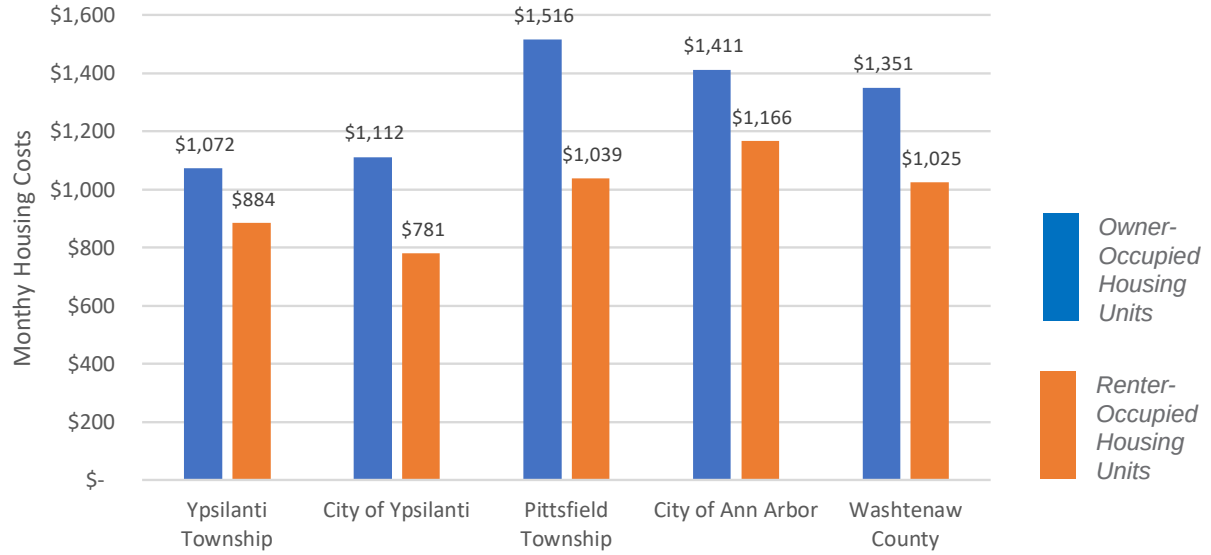
The Washtenaw County 2015 Housing Affordability and Economic Equity Report recognized that the housing market in Ypsilanti Township was at a tipping point with an unequal share of subsidized, affordable housing. The report set a goal of to grow demand for 4,178 college educated households by 2035 in Ypsilanti Township and the City of Ypsilanti. According to 2017 data, Ypsilanti Township still has lower monthly housing costs than other Washtenaw County communities. The investment and programming recommended by the report to stabilize the Township's housing is still needed.

During the Great Recession, every neighborhood in the township experienced foreclosures and new housing construction faltered. While both trends have reversed, the percentages of renters versus home owners fundamentally shifted between 2010 and 2017 by 1,399 units (36.5% to 41.4%). During that same time, only 38 housing starts for multiple-family housing units were filed, indicating the shift from owner to renter-occupied dwellings mostly occurred in single-family neighborhoods. Continued investment and programs, like Township's partnership with Habitat for Humanity, will need to continue to stabilize neighborhoods.

2017 & 2022 Housing Types: Ypsilanti Township



2017 Median Monthly Housing Costs: Ypsilanti Township & Other Communities



2010 U.S. Census & 2012-2017 American Community Survey 5-Year Estimates

Goal: 4,178 new college educated households in Ypsilanti Township & City of Ypsilanti by 2035.

Washtenaw County 2015 Housing Affordability and Economic Equity Report

58.3% of housing units in Ypsilanti Township in 2017 were single-family detached houses.

2017 American Community Survey 5-Year Estimates

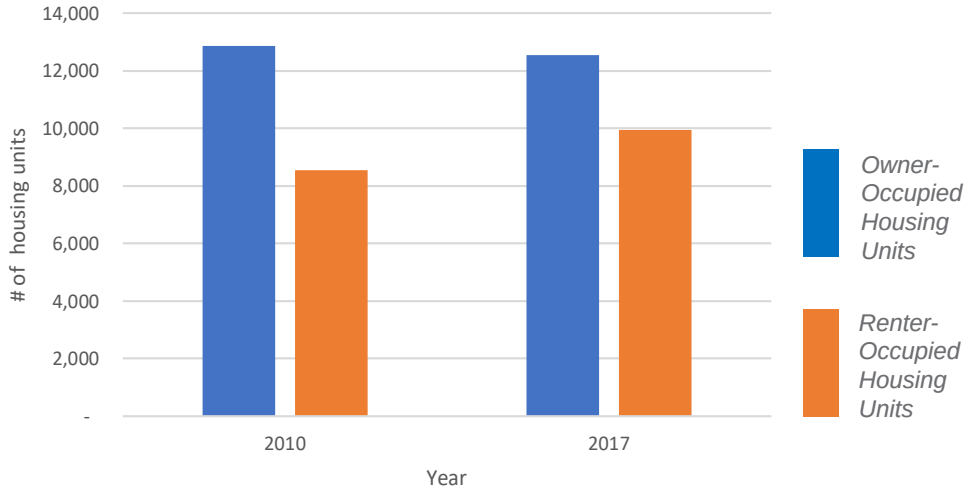
33% of 2018 Ypsilanti Township survey participants wanted more options for housing.

46% of 2018 Ypsilanti Township survey participants wanted single-family less than 2,000 square feet.

44% of 2018 Ypsilanti Township survey participants wanted independent senior housing.

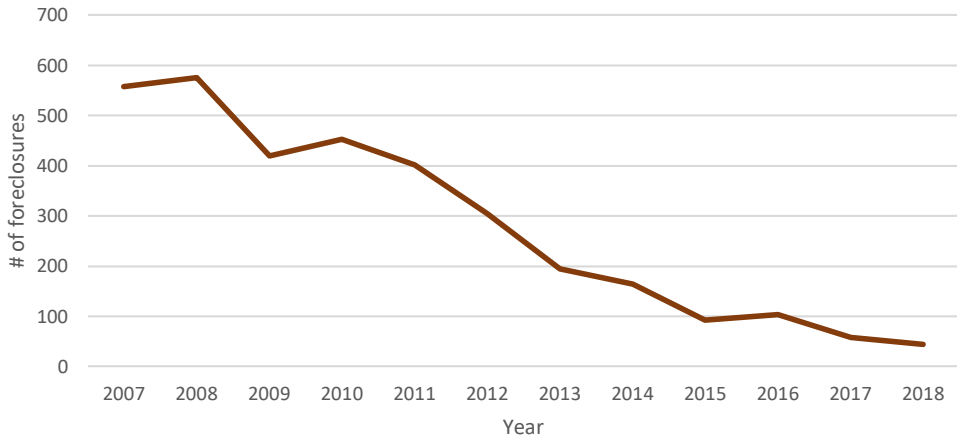
2018 Township Master Plan Survey

2010 & 2017 Housing Occupancy: Ypsilanti Township



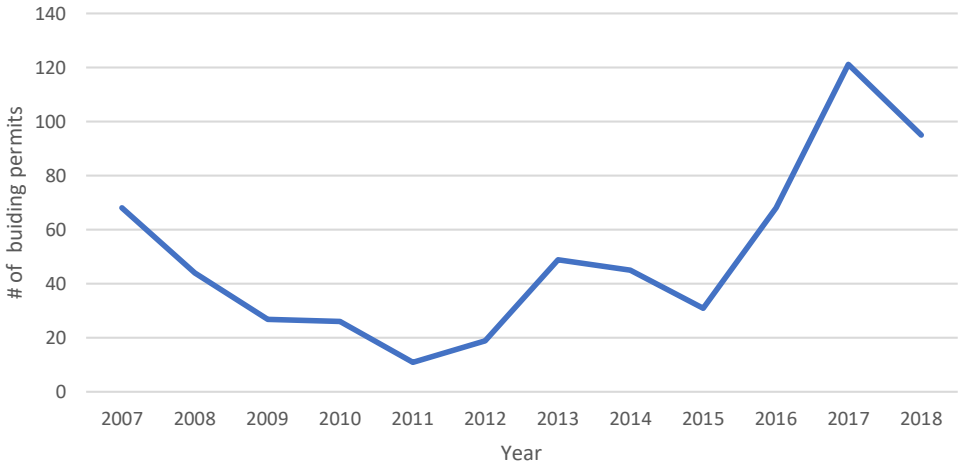
2010 U.S. Census & 2012-2017 American Community Survey 5-Year Estimates

2007-2018 Single Family House Foreclosures: Ypsilanti Township



Ypsilanti Township Assessor

2007-2018 New Housing Units: Ypsilanti Township



SEMCOG Development

TRANSPORTATION

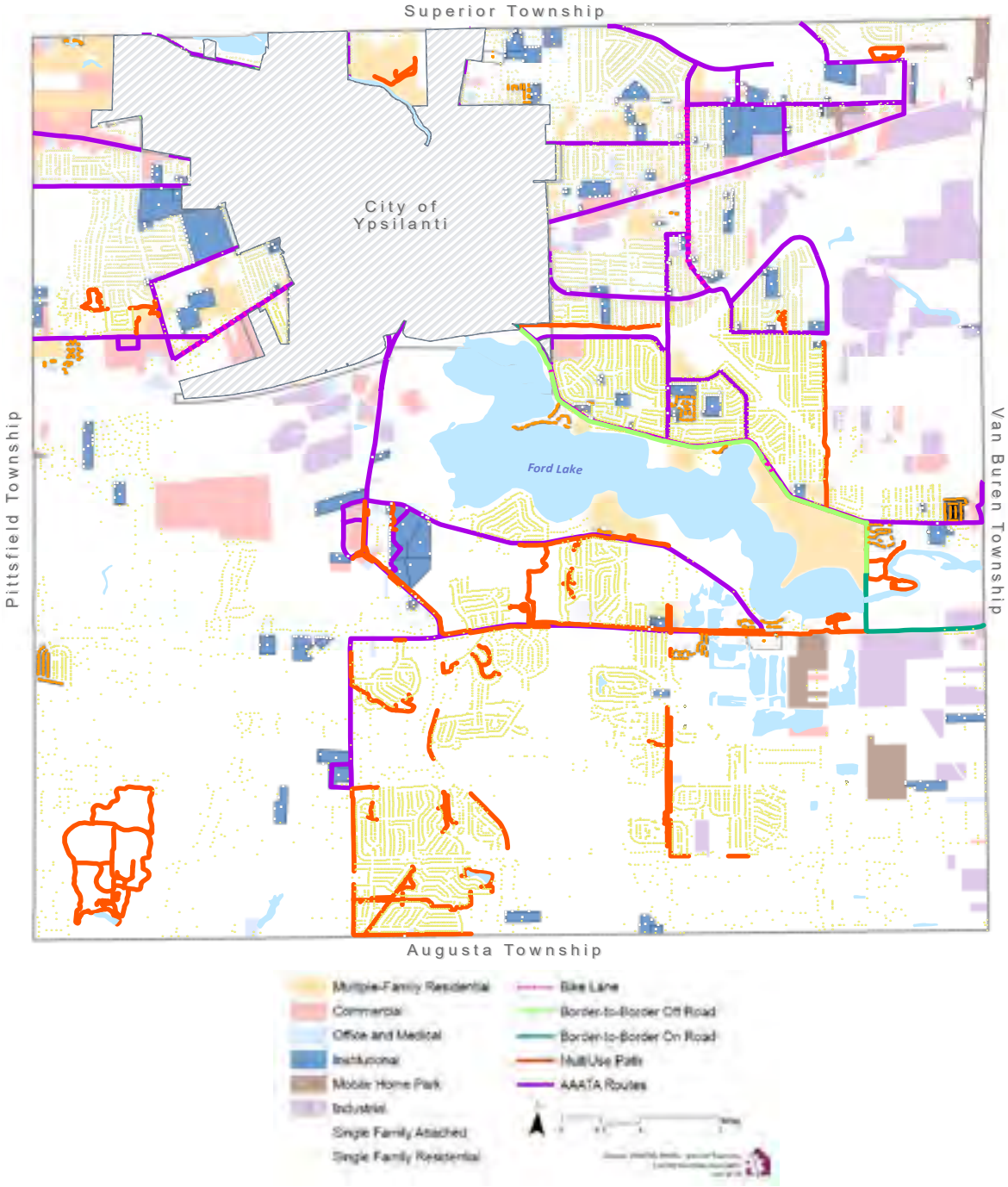
Ypsilanti Township has a well-functioning street network and is easily accessible by car. However, as the map on this page shows, not all of the residential, commercial or office areas nor the job centers and institutions (schools, places of worship, public offices) are evenly accessible by bus or bicycle trails, paths or lanes. Many of the neighborhoods and job centers south of Interstate 94 are not reached by bus or connected to a non-motorized network.

Eighty-seven percent of the 23,000 Ypsilanti Township residents, ages 16 or older, in the workforce leave the Township to go to work. Over 8,000 people, accounting for 34 percent of the resident workforce, commute to Ann Arbor. Only a little over 3,000 people live and work in the Township. By 2017 estimates, over 90 percent of Ypsilanti Township working residents commute by a vehicle and less than three percent used public transportation. In the community events during the Master Plan process, many residents said they would use public transit or bicycle to work if safe, reliable options were available.

Meanwhile, nearly 7,900 people come to Ypsilanti Township from other communities to work. Those workers come from a variety of communities in Southeastern Michigan.

For residents and workers alike, connections to the regional highway system should be maintained, but improved non-motorized and mass transit systems will help both workers and residents access jobs, recreation and daily needs.

Ypsilanti Township Transit and Non-Motorized Service



3,156 people, ages 16 or over, live and work in Ypsilanti Township.

U.S. Census Bureau 2009-2013 CTTP/ACS Commuting Data

8,038 Ypsilanti Township residents in the workforce, ages 16 or over, commute to Ann Arbor.

U.S. Census Bureau 2009-2013 CTTP/ACS Commuting Data

Transportation Satisfaction Scores

5.6 of 10 for road maintenance

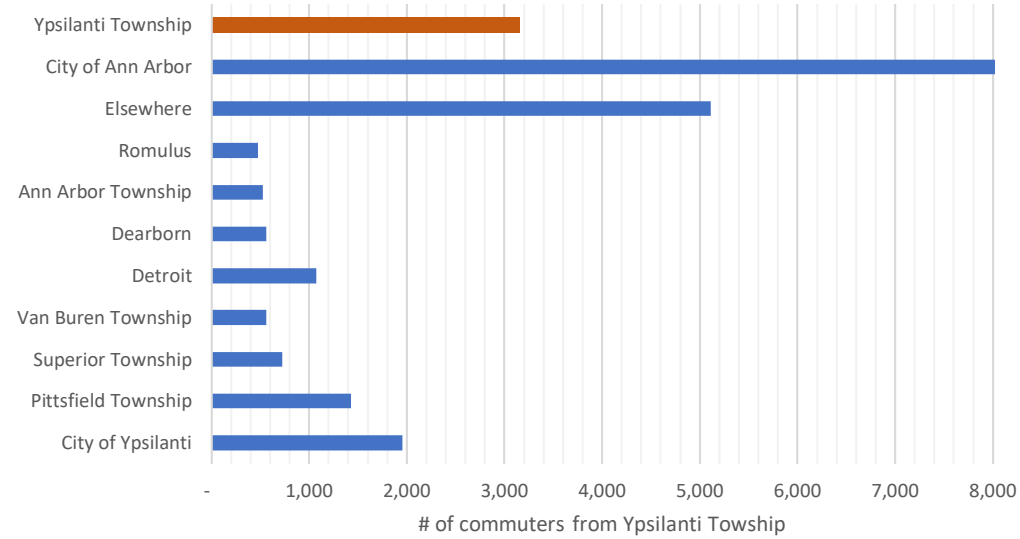
5.8 of 10 for amount of traffic congestion

6.2 of 10 for public transit options

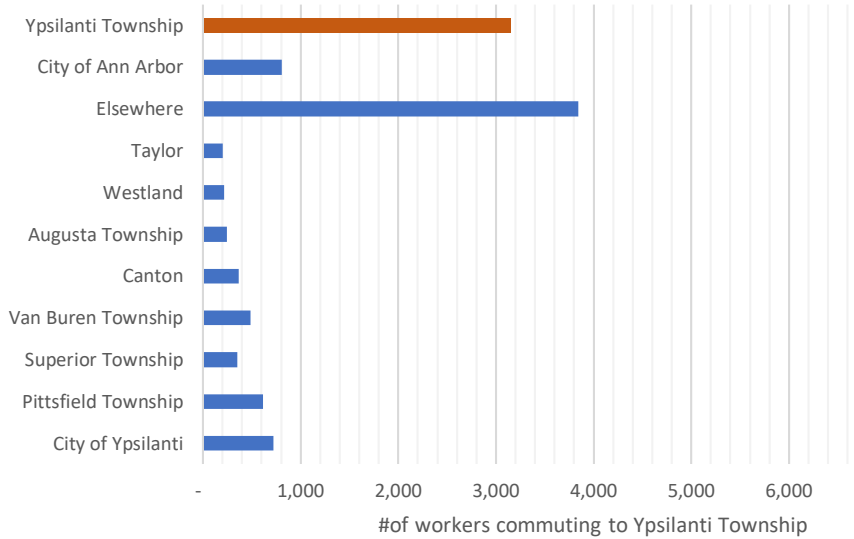
5.5 of 10 for accommodation for bicycle and foot traffi

2018 Township Master Plan Survey

Commute Patterns: Ypsilanti Township Residents



Commute Patterns: Ypsilanti Township Workers



U.S. Census Bureau 2009-2013 CTTP/ACS Commuting Data and Commuting Patterns in Southeast Michigan

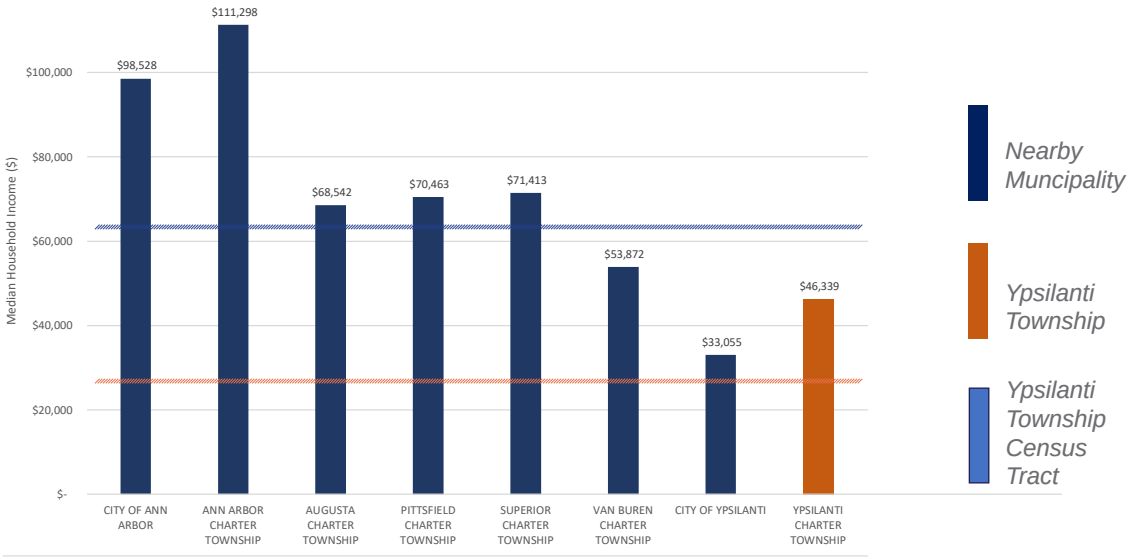
DIVERSITY & GEOGRAPHY

When compared at the municipal-wide level, the diversity of income groups within Ypsilanti Township becomes lost. Three of the census tracts within the township had a greater median income than the county overall. However, many residents live in poverty or struggle to make enough money to meet the basic cost of living.

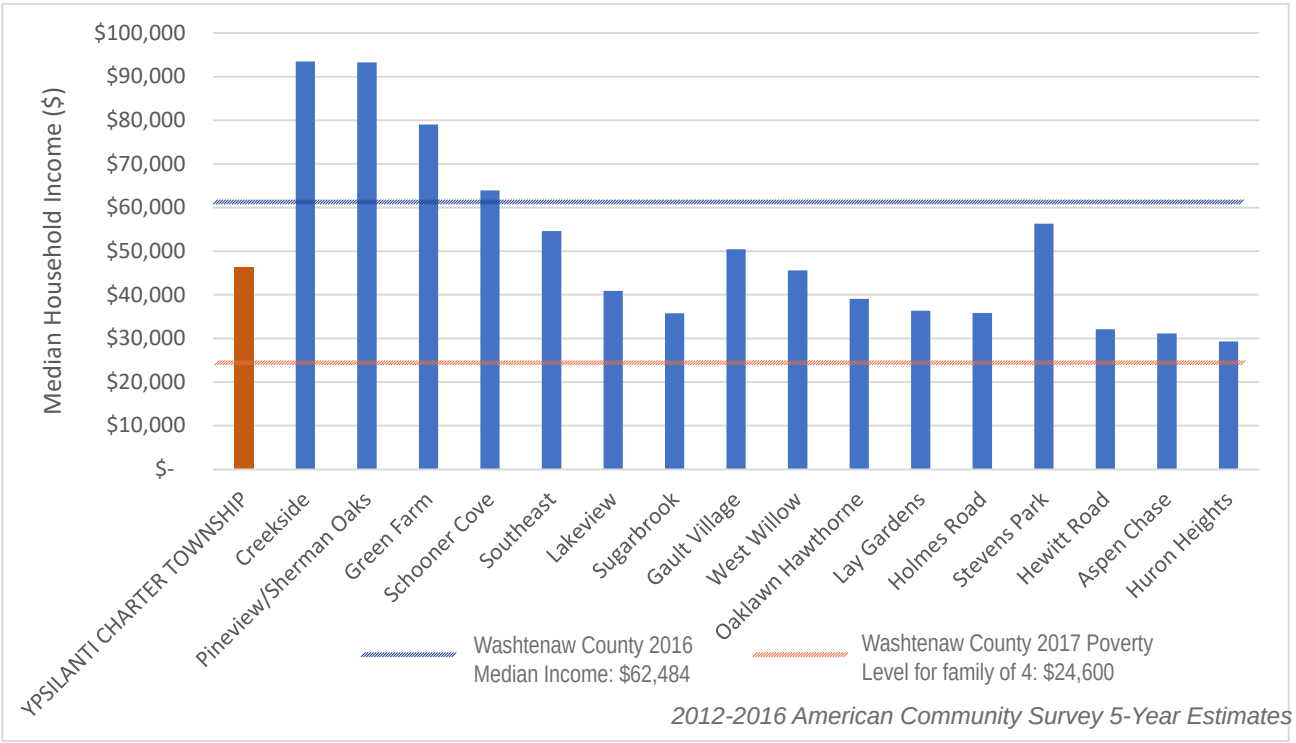
The township is more racially diverse than its neighboring municipalities. Especially when examining by census tracts, differences in race and geography emerge. The patterns are often the legacy of discrimatory housing practices legal before the passage of the Fair Housing Act in 1968.

When creating policy for great neighborhoods, jobs and places, decision-makers should account for the difference between neighborhoods indicated by these statistics. Also, municipal scale numbers should always be used in concert with neighborhood or census tract level data to capture the full diversity of situations and opportunities in Ypsilanti Township.

2016 Median Household Income: Ypsilanti Township and Nearby Municipalities



2016 Median Household Income - Ypsilanti Township Census Tracts



2012-2016 American Community Survey 5-Year Estimates

The greatest difference in median household income between Township Census Tracts is over $64,000.

2012-2016 American Community Survey 5-Year Estimates

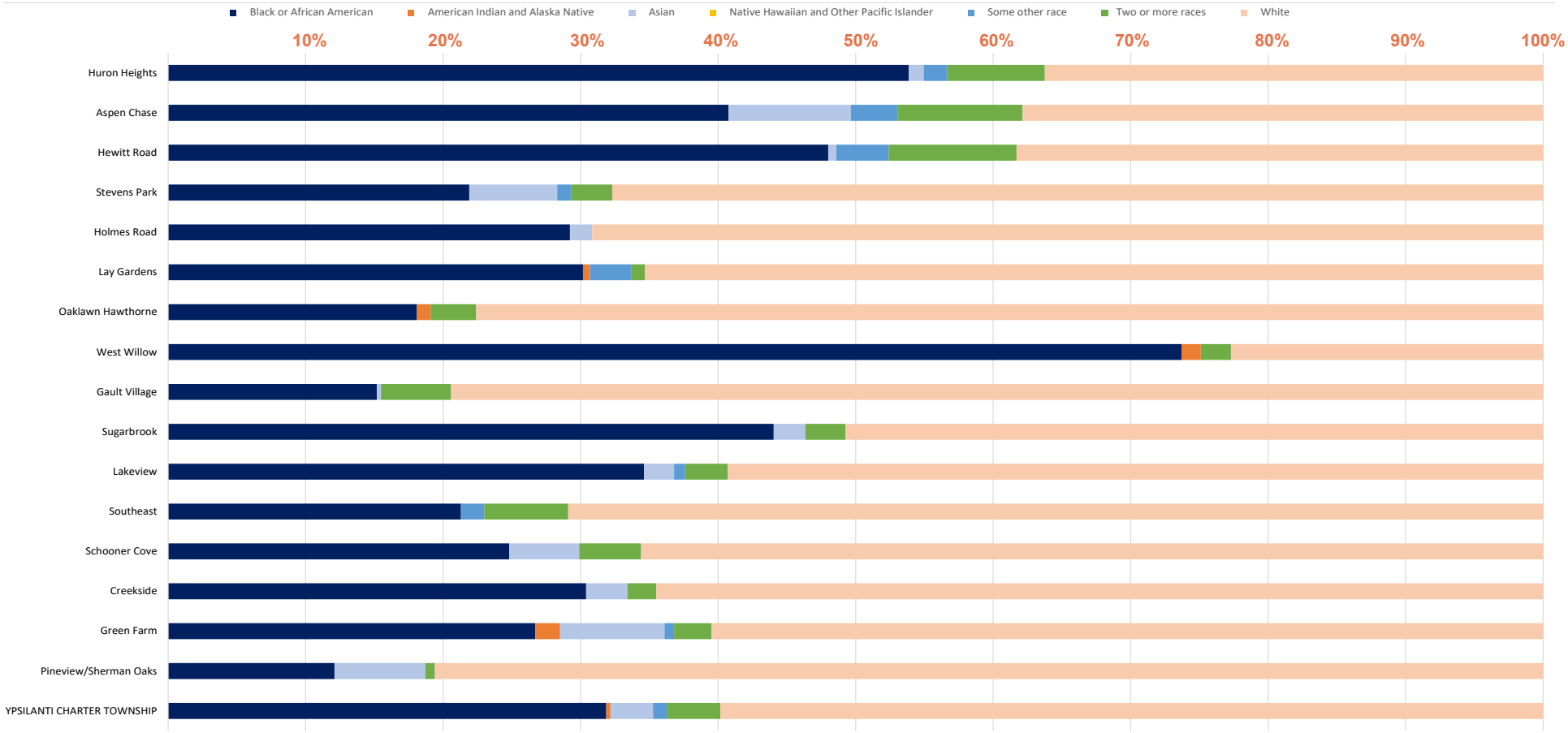
Three of the Township Census Tracts have a greater median household income than Washtenaw County.

2012-2016 American Community Survey 5-Year Estimates

Four of the Township Census Tracts are majority minority.

2012-2016 American Community Survey 5-Year Estimates

2016 Percentage of Population by Race - Ypsilanti Township Census Tracts



2012-2016 American Community Survey 5-Year Estimates

4: VISION, MISSION AND GOALS

INTRODUCTION

The vision, mission, goals and strategies were crafted as part of the community-based process for Ypsilanti Township 2040. Goals and strategies are organized by the major themes of neighborhoods, jobs and places.

VISION

Ypsilanti Township is a thriving community of healthy and sustaining neighborhoods, lasting livelihoods, and great places.

MISSION

To proactively preserve and build great neighborhoods, jobs and community places, making Ypsilanti Township one of the healthiest communities in Michigan.

GOALS

Goals are aspirational statements that must be realized to achieve the community's vision. The identified goals organize strategies and actions. Goals are a guide for land use and budget decisions by Township officials as well as areas where the Township may seek partnerships and/or funding. Goals are explored in more depth in Chapter 5 – Neighborhoods, Chapter 6 – Jobs and Chapter 7 - Places.

NEIGHBORHOODS

Preserve and create great neighborhoods, which meet the daily needs of all residents.

GOAL 1 Reinvest in Neighborhoods

GOAL 2 Make Neighborhoods Beautiful

GOAL 3 Increase Health and Safety within the Community

GOAL 4 Provide Efficient and Multiple Transportation Options for all Residents

GOAL 5 Foster Housing Stability and Promote Reinvestment in Traditional Neighborhoods

JOBS

Support entrepreneurs and cutting-edge firms alike to create jobs with lasting livelihoods, and build a workforce with 21st century skills.

GOAL 1 Create Small Businesses to Improve Community Wealth and Self-Sufficienc

GOAL 2 Encourage Proactive Strategic Development in Township

GOAL 3 Train and Develop Local Workers and Entrepreneurs

GOAL 4 Facilitate Redevelopment of Township-Owned Vacant or Under-utilized Land

GOAL 5 Continue Redevelopment of the Willow Run Bomber Plant as a Tourist and Technology Magnet

PLACES

Create great places to work, play and live.

GOAL 1 Capitalize on the Township Core (Huron and Whittaker Roads) as the Regional Draw of the Township

GOAL 2 Preserve the Agriculture and Open Space in the southern part of the Township

GOAL 3 Revitalize Corridors as Vibrant, Successful Business Districts that can Serve the Daily Needs of Adjacent Residents

GOAL 4 Bring Arts and Culture into Daily Life

5: NEIGHBORHOODS

INTRODUCTION

Ypsilanti Township is served and will continue to be served by great neighborhoods, which meet the daily needs of all residents. In order to continue to build neighborhood strength, the five goals listed in this chapter should be pursued.

These goals are components of the **Healthy Neighborhood Program catalyst project.**

GOAL 1: REINVEST IN NEIGHBORHOODS

Why

- Over half of the housing units in Ypsilanti Township, in 2017, were over forty years old.
- Residents' homes are often their largest financial investment, which is impacted by the quality of surrounding properties.
- In the 2018 survey, one-third of respondents said more housing options in general were needed.

How

- Maintain and improve all neighborhood underground infrastructure (sewer, water and drains).
- Improve and maintain street lights in neighborhoods.
- Encourage and assist home ownership programs, ranging from Habitat to Humanity to loan programs with local banks.
- Diversify housing options.

GOAL 2: MAKE NEIGHBORHOODS BEAUTIFUL

Why

- Small beautification e forts such as gateways and signage, landscaping, and public art can greatly improve neighborhood pride.
- Aesthetic improvements to neighborhoods improve property values and reduce crime.
- In the 2018 Township Master Plan survey, enforcement of appearance/safety codes for residential properties scored 6.3/10. That score ranged between 5.3 and 5.8 in neighborhoods in the northeast portion of the Township.

How

- Facilitate and fund neighborhood beautification project such as gateways and signage, landscaping, and public art.
- Sponsor a clean-up day for each neighborhood where free trash and bulk pick up are provided.
- Repurpose vacant lots as parks, community gardens, urban farms or rain gardens.
- Work with neighborhoods to positively enforce property maintenance code requirements.

GOAL 3: INCREASE HEALTH AND SAFETY WITHIN THE COMMUNITY

Why

- Neighborhood stability is impacted by safety.
- Safety influences physical and mental health of residents.
- In the 2018 Township Master Plan survey, the satisfaction score of whether it was safe to walk at night was 4.2/10.
- In the same survey, the satisfaction score for "Ypsilanti Township as a safe place top live" was 6.6/10. However, the score ranged from 4.9 to 5.8 in northeast neighborhoods.

How

- Ensure all neighborhood streets have sidewalks on both sides of the street on all blocks.
- Improve and maintain street lights in neighborhoods.
- Repurpose vacant lots as parks, community gardens, urban farms or rain gardens.
- Improve public safety within neighborhoods.

GOAL 4:
PROVIDE EFFICIENT AND MULTIPLE TRANSPORTATION OPTIONS FOR ALL RESIDENTS

Why

- Many township residents rely on public transportation to get to places of employment, shopping destinations, and for general mobility.
- Increased public transportation options provides better access to jobs and shopping within the township that supports economic development efforts.
- Multiple transportation options can help reduce traffic congestion, facility costs, road risk, environmental impacts and consumer costs.
- Reductions in drive time, traffic, and overall congestion improve quality of life.
- Walking, biking and public transit increase physical activity and health.
- In the 2018 Township Master Plan survey, satisfaction scores with public transit options and accommodations for bicycle and foot traffic were 6.2 and 5.5, respectivel .

How

- Invest in Complete Streets, with equal accommodations for vehicles, transit riders, bicycles and pedestrians as outlined in the Ypsilanti Township Non-Motorized Transportation Plan.
- Invest in strategic traffic improvements including road maintenance, traffic congestion improvements, and new road connections.
- Create bike paths or routes to link neighborhoods to each other, shopping areas and employment areas.
- Ensure bus routes link neighborhoods to shopping areas and employment areas.

GOAL 5:
FOSTER HOUSING STABILITY AND PROMOTE REINVESTMENT IN TRADITIONAL NEIGHBORHOODS

Why

- Increased vacancy, absentee landlords, and inconsistent property maintenance has affected many traditional neighborhoods.
- Conditions of housing affect the physical, mental and emotional health of residents and the community.
- In the 2018 Township Master Plan survey, satisfaction with the stability of property values was 6.5/10, but as low as 5.1 in some neighborhoods.

How

- Encourage and assist in home ownership.
- Enable and incentivize home improvements.
- Repurpose vacant lots as parks, community gardens, public art, urban farms or rain gardens.
- Ensure new neighborhoods are prepared for future maintenance costs.

6: JOBS

INTRODUCTION

Ypsilanti Township will support entrepreneurs and cutting-edge firms alike to create jobs with lasting livelihoods and build a 21st century workforce. The five goals detailed in this chapter, including rationales and action steps, are necessary to creating lasting livelihoods for Ypsilanti Township residents and workers.

Lasting livelihoods are professions and local economies where people can increase their upward mobility, weather shocks and crises and can do even better in the future.

In “Goal 5-Continue Redevelopment of the Willow Run Bomber Plant as a Tourist and Technology Magnet”, the catalyst project of **The Extension of Wiard Road to East Michigan Avenue** is listed.

GOAL 1: CREATE SMALL BUSINESSES TO IMPROVE COMMUNITY WEALTH AND SELF-SUFFICIENCY

Why

- Small businesses inject jobs and revenue back into local communities while helping to spark innovation, and providing opportunities for women and minorities.
- Entrepreneurship fuels job creation.
- Independent businesses generate more tax revenue at lower public cost.
- Local businesses foster community cohesion and well-being.
- 96% of Township businesses are small businesses (fewer than 50 employees).

How

- Support existing small businesses.
- Facilitate entrepreneurism and small new business growth.

GOAL 2: ENCOURAGE PROACTIVE STRATEGIC DEVELOPMENT IN TOWNSHIP

Why

- Strategic development is necessary to increase the local tax base, provide jobs, and increase economic vitality.
- Some land uses in certain locations cost more than others to provide infrastructure and public services.
- Unlimited development can lead to unnecessary sprawl, adverse tax impacts, higher infrastructure costs, environmental degradation, and loss of community character.
- In the 2018 Township Master Plan survey, only 22% of respondents wanted regional commercial stores, while 51% wanted neighborhood commercial.

How

- Use zoning as a tool to implement and require strategic development.
- Become “Redevelopment Ready”, a certification program based on best practices for redevelopment administered by the Michigan Economic Development Corporation.
- Create redevelopment plans for Township owned properties.

GOAL 3: TRAIN AND DEVELOP LOCAL WORKERS AND ENTREPRENEURS

Why

- Local workforce development programs will attract both new residents to support residential and economic activity.
- Local workforce development programs will attract smaller businesses, startups, and entrepreneurs, which increase overall economic activity.
- A highly skilled workforce supports existing businesses and attracts new employers.
- Over 20% of businesses in Ypsilanti Township are manufacturing.
- In the 2018 Township Master Plan survey, when asked which three things they would like to see changed in Ypsilanti Township, 42% said access to employment opportunities.

How

- Work with local employers to determine desired skills and training.
- Establish a financial program to assist in advanced job training.
- Partner to offer job training to help Ypsilanti Township residents and entrepreneurship skills for small business owners.

GOAL 4:
FACILITATE REDEVELOPMENT OF TOWNSHIP-OWNED VACANT OR UNDER-UTILIZED LAND

Why

- Ypsilanti Township owns a significant number of vacant parcels.
- Selling township parcels will:

  - Provide seed money for specific programs;
  - Spur redevelopment; and
  - Put properties back on the tax roll.

How

- Create redevelopment plans for township-owned properties.
- Prepare appropriate township-owned parcels for redevelopment.

GOAL 5:
CONTINUE REDEVELOPMENT OF THE WILLOW RUN BOMBER PLANT AS A TOURIST AND TECHNOLOGY MAGNET

Why

- The Willow Run Bomber Plant has been the economic heart of Ypsilanti Township since it opened in 1941.
- The opening of the American Center for Mobility (ACM), an autonomous vehicle testing track, has repurposed the underutilized factory but also opened doors for spin-off development with job opportunities.
- The future home of the Yankee Air Museum and Conference Center will attract thousands of visitors to Willow Run annually.

How

- Extend Wiard Road over the railroad to Parkwood to connect E. Michigan Avenue to Ecorse Road and the area surrounding the former Willow Run Bomber Plant.
- Implement the Willow Run special area plan.

7: PLACES

INTRODUCTION

Ypsilanti Township will create great places to work, play and live. For each of the four goals dealing with places, this chapter delves deeper into the reasons why and ways to create great places. The catalyst projects of the comprehensive zoning ordinance rewrite, open space and agriculture preservation and social and cultural presence are key components of the goals and strategies in this chapter.

GOAL 1: CAPITALIZE ON THE TOWNSHIP CORE AS THE REGIONAL DRAW OF THE TOWNSHIP

Why

- The core's central location within the township and proximity to major transportation routes best serves all township residents.
- Ample acreage for development exists within the urbanized core of the township.
- This area is already served by infrastructure and public transportation.
- The township owns a significant amount of undeveloped land within the Township Core area. Development of this land could spur private redevelopment.

How

- Adopt zoning standards based on the Township Core Special Area Plan.
- Develop township owned parcels to kick-start Township Core development.
- Proactively recruit desired businesses including regional commercial, restaurants, medical services, and entertainment.

GOAL 2: PRESERVE THE SOUTHERN PORTION OF THE TOWNSHIP AS THE AGRICULTURAL AND OPEN SPACE CORE OF THE TOWNSHIP

Why

- Agriculture has a long valued history in the township.
- Farmland is a finite natural resource
- Agriculture and open space are community valued assets.
- Just over 2,000 acres remain in agricultural production in Ypsilanti Township.
- Without a shift in land use policy, agriculture and open space land are in jeopardy due to past development patterns.

How

- Encourage development in areas already served with water and sewer utilities.
- Preserve farmland in the southern part of the township via partnerships and County, State and federal funding.
- Support the agricultural economy.

GOAL 3: REVITALIZE CORRIDORS AS VIBRANT, SUCCESSFUL BUSINESS DISTRICTS THAT CAN SERVE THE DAILY NEEDS OF ADJACENT NEIGHBORHOODS

Why

- Successful commercial corridors can provide employment and a range of goods and services that support local residents, adjacent neighborhoods, and the entire township.
- Currently, the corridors do not include the diversity of uses to serve the daily needs of residents. In the 2018 Township Master Plan survey, the satisfaction score for sufficient choices for most shopping needs was 6.2/10.
- In the Township's highly visible commercial corridors, the lack of investment creates a negative perception of the community and dampens the community's vitality. In the 2018 Township Master Plan survey, the satisfaction score for enforcing appearance codes for business properties was 6.3/10.

How

- Promote mixed-use, walkable, development patterns including residential, commercial, and institutional uses.
- Focus on property improvements and beautification e forts along corridors.
- Create public places such as parks and plazas along corridors.

GOAL 4:
BRING ARTS AND CULTURE INTO DAILY LIFE

Why

- Public art distinguishes great places.
- Cultural events foster a sense of community and attract visitors.
- In the 2018 Township Master Plan survey, responses indicated a dissatisfaction with arts and culture. The satisfaction score for the range of cultural offerings was 5.7/10; and 5.4/10 for a strong and vibrant arts community.

How

- Establish a public arts program.
- Sponsor cultural events such as concerts, festivals, storytelling events, etc.

8: FUTURE LAND USE PLAN

INTRODUCTION

The future land use map reflects future land patterns at an area-wide scale. The map uses color-coded “place types” to express public policy on future land patterns - it is not a zoning map. It is built around the concept of place types – characteristic development patterns that recognize the context of each area but also provide guidance on desired improvements. Place types identify desired uses, design concepts and considerations to guide the relationships and physical improvements needed to create the types of places that are part of Ypsilanti Township’s long-range vision.

Areas within Ypsilanti Township have been divided into seven place types. Place types have been assigned to areas based upon the context of existing build form, physical conditions, environmental conditions, land uses, development patterns, and community input, goals, and strategies.

The intent of the future land use map is not to predetermine land uses or zoning on a specific parcel or at specific locations Rather, individual properties or projects can be considered within the context of the location and surrounding properties, and not by a strict set of land use categories.

What is the purpose of the future land use map?

- A place-based development strategy tailored to Ypsilanti Township’s unique strengths, challenges, and opportunities.
- A call for investing in neighborhoods by integrating land use, urban design, transportation, and environmental elements.
- A charge to focus on placemaking to create places residents want to live, work, shop, and play.
- A guide to strengthening the township’s economic vitality through smart development to attract talent, create value, and increase productivity.
- A commitment that by 2040, Ypsilanti Township will be healthier, wealthier, and more beautiful than it is today.

FUTURE LAND USE MAP

Ypsilanti Township, Washtenaw County

NEIGHBORHOOD PRESERVATION:
Neighborhood Preservation areas are established residential neighborhoods primarily north of Ford Lake and I-94. The intent is to preserve and strengthen the neighborhoods through investment, rehabilitation and infill.

INNOVATION & EMPLOYMENT DISTRICT:
The Innovation and Employment District is intended to be the major employment area of the township. The area is targeted for companies at the cutting edge of innovation with a combination of technology, office, craft manufacturing or light industrial uses.

OPEN SPACE, NEIGHBORHOOD PRESERVATION, & CLUSTER DEVELOPMENT:
Open Space, Neighborhood Preservation, and Cluster Neighborhood areas are in the southern part of the township. These areas can accommodate smaller scale specialized agricultural uses and low density/cluster single-family residential while preserving open spaces, natural features and existing neighborhoods.

AGRICULTURAL PRESERVATION:
Agriculture Preservation is clustered in the south-central portion of the township, where farming operations are active. The category conserves agricultural lands for small, medium and larger farms, and provides stability for the agricultural economy while creating a sense of place.

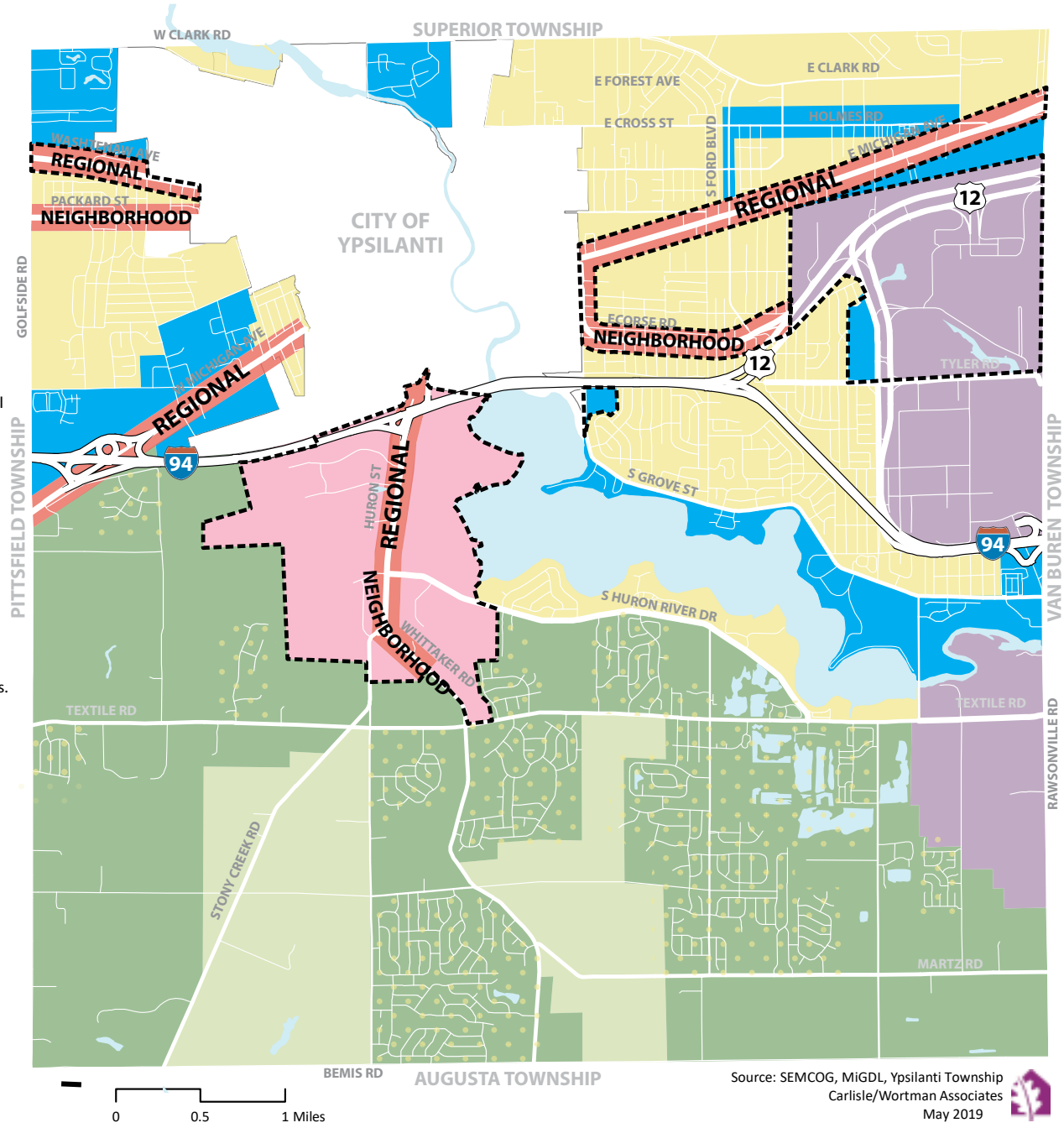
NEIGHBORHOOD TRANSITION DISTRICTS:
Neighborhood transition districts are primarily multiple family housing, commercial and office uses, but can include single-family homes and institutional/civic uses and spaces compatible with the existing areas. The districts are a transition from Neighborhood Preservation Areas and to more intense uses.

TOWNSHIP CORE:
The Township Core is intended to be the central core of the township. It includes the governmental center of the township with the Civic Center, County Courthouse, and the district library. Huron Street and the immediately surrounding area is meant to host a mix of uses from multiple-family residential to commercial to light industrial.

MIXED USE CORRIDORS:
Mixed Use Corridors are developed transportation arteries, with a mixture of residential, commercial, office and employment uses. The intent is to improve the function, investment value and aesthetics of corridor. There are two types of Mixed Use Corridors: Neighborhood and Regional.

SPECIAL AREA PLANS:
These areas have special area plans either in this document or recently adopted by Ypsilanti Township.

EXISTING NEIGHBORHOODS:
The intent is to preserve and strengthen these neighborhoods through investment, maintenance and preservation of surrounding open space.



Source: SEMCOG, MiGDL, Ypsilanti Township
Carlisle/Wortman Associates
May 2019

ZONING PLAN TABLE

The Zoning Plan Table shows what zoning districts in the Ypsilanti Township Zoning Ordinance, in effect at the time of this plan's adoption, relate to the future land categories described in this chapter. A Comprehensive Rewrite to the Zoning Ordinance is a catalyst project, expected to be completed within one year of the adoption of this plan. The revised zoning ordinance is expected to revise, replace and streamline the zoning districts in Ypsilanti Township.

Future Land Use	Zoning Equivalent
Agricultural Preservation	R-1
Open Space, Neighborhood Preservation & Cluster Development	R-1, R-2, R-3
Neighborhood Preservation	R-4, R-5, RM-2
Neighborhood Transition	R-4, R-5, RM-2, RM-3, RM-4, B-1, OS-1
Mixed Use Corridors - Neighborhood	RM-2, RM-3, RM-4, B-1, OS-1, B-2, ERFB
Mixed Use Corridors - Regional	RM-4, B-2, B-3, IRO
Township Core	TC-1, TC-2, TC-3, B-1, B-2, B-3, OS-1, IRO, I-1
Innovation and Employment	OS-1, IRO, I-1, I-2, I-3, I-C

AGRICULTURAL PRESERVATION

The Agriculture Preservation area is intended to preserve agricultural lands and prime agricultural soils for farming and provide stability to the farming economy. Any future development shall promote agricultural activity or be uses complementary to the agricultural character.

LAND USE:

- Production farms and nurseries.
- Detached residential buildings on large lots that are inhabited by the individuals that own and operate agriculture uses.
- Accessory retail uses in conjunction with an agricultural operation. Examples of accessory retail uses may include farmers' markets, roadside stands, nurseries and greenhouses, wineries with sales and tasting rooms, and other similar uses.
- Energy production uses such as wind farming and small-scale biofuel production.
- Open space and natural areas that preserve the natural landscape and help mitigate the effects of agricultural uses and development including soil erosion and stormwater runoff.
- Single-family cluster residential that preserves open space and natural features.
- Public and institutional facilities such as schools, places of worship, police stations, community centers, that support the surrounding residential properties.

DESIGN CONCEPTS AND CONSIDERATIONS:

- Farming operations between 10-30 + acres are desired.
- New development shall reduce conflicts between farm and non-farm uses
- Buildings should be agricultural or residential in character.
- Nonmotorized connections should be provided as necessary to connect the township's agricultural land, and open and green spaces to other residential and recreational areas in the township.
- Future development of single-family cluster density should be no more than 0.5 units per acre.
- Ensure new development can be served by infrastructure including roads, water, and sewer.
- New development shall respect existing open space and natural areas.

OPEN SPACE, NEIGHBORHOOD PRESERVATION & CLUSTER DEVELOPMENT

The Open Space, Neighborhood Preservation & Cluster Development area surrounds the agriculture preservation area and is intended to accommodate smaller scale agricultural and specialized agricultural uses, open space and natural feature preservation, and low density/cluster single-family residential.

LAND USE:

- Production farms and nurseries.
- Specialized agricultural production.
- Detached residential buildings on large lots that are inhabited by the individuals that own and operate agriculture uses.
- Accessory retail uses in conjunction with an agricultural operation. Examples of accessory retail uses may include farmers' markets, roadside stands, nurseries and greenhouses, wineries with sales and tasting rooms, and other similar uses.
- Open space and natural areas that preserve the natural landscape and help mitigate the effects of agricultural uses and development including soil erosion and stormwater runoff.
- Single-family cluster residential that preserves open space and natural resources.
- Public and institutional facilities such as schools, places of worship, police stations, community centers, that support the surrounding residential properties.

DESIGN CONCEPTS AND CONSIDERATIONS:

- Farming operations between 10-30 + acres, specialized farming, and areas of open space and natural resources preservation are desired.
- New development shall reduce conflicts between farm and non-farm uses
- Buildings should be agricultural or residential in character.
- Nonmotorized connections should be provided as necessary to connect the Township's agricultural land, and open and green spaces to other residential and recreational areas in the Township.
- Future development of single-family cluster density should be no more than 1.5 units per acre.
- Ensure new development can be served by infrastructure including roads, water, and sewer.
- New development shall respect existing open space and natural areas.

NEIGHBORHOOD PRESERVATION

Neighborhood Preservation areas are older neighborhoods within the township's urbanized footprint, largely concentrated on the north side of the township. The Neighborhood Preservation area features older housing stock on grid block patterns. They provide housing options in a more urban setting, on typically smaller lots. These areas are intended to be served by and provide convenient access to commercial areas, parks and open space, community facilities and other destinations. Connections to the Mixed-Use Corridors is important to access daily services and meet daily needs. The Plan contemplates continued preservation and improvement, with quality rehabilitation and infill new construction that is sensitive to the character of existing residences. Reinvestment, upkeep, maintenance and pride in ownership are vital to the stability of these neighborhoods.

LAND USE:

- Single-Family residential developed in a traditional neighborhood pattern.
- Public and institutional facilities such as schools, places of worship, police stations, community centers, that support the surrounding residential properties.
- Public parks and open space.
- Attached residential and multiple-family residential along neighborhood edges and adjacent to Neighborhood Transition Districts and Mixed-Use Corridors.

DESIGN CONCEPTS AND CONSIDERATIONS:

- Maintain traditional neighborhood development pattern.
- Additions, significant renovations, and new construction should consider the existing scale, architectural style, and character of the surrounding area.
- Each individual neighborhood has a unique character that must be respected and preserved.
- Walkability and non-motorized connections are essential to maintain neighborhood character and access to daily needs and services.
- Ensure appropriate transition of intensity of uses and scale to adjacent single-family neighborhoods.
- Peripheral attached residential and multiple-family residential along neighborhood edges and adjacent to Neighborhood Transition Districts and Mixed-Use Corridors should be at a scale and density consistent with the surrounding area.
- Non-residential buildings in neighborhoods can be adaptively re-used when the use and design are assets to the surrounding neighborhood.

NEIGHBORHOOD TRANSITION DISTRICTS

Neighborhood Transition Districts are primarily multiple family housing, but can include different housing types, institutional/civic uses and spaces, or commercial uses that support the neighborhood pattern and scale. Often there is no set land use pattern and rather the diversity serves as a transition from between Neighborhood Preservation and Mixed-Use Corridor areas.

LAND USE:

- Single-Family Residential developed in a traditional neighborhood pattern.
- Convenience retail and service businesses.
- General and medical office
- Public and institutional facilities such as schools, places of worship, police stations, and community centers, which support the surrounding residential properties.
- Public parks and open space.
- Attached residential and multiple-family residential along neighborhood edges and adjacent to Neighborhood Preservation and Mixed-Use Corridor areas.

DESIGN CONCEPTS AND CONSIDERATIONS:

- New development shall be reviewed on a case-by-case basis to respect the existing scale and character of the surrounding area.
- Ensure appropriate transition of intensity of uses and scale to adjacent single-family neighborhoods.
- Varied mix of uses is encouraged.
- New single-family development shall mirror design patterns of Neighborhood Preservation areas.
- Walkability and non-motorized connections within and to Neighborhood Transition Districts is essential to maintain neighborhood character and access to daily needs and services.
- Each individual neighborhood's unique character must be respected and preserved.

MIXED-USE CORRIDORS

Mixed-Use Corridors are developed areas along regional transportation corridors, where specific site and building design must be balanced with transportation functions. These areas anticipate the need to target redevelopment and incremental infill development in a more strategic manne , and improve the function, investment value and aesthetics along corridors. Development patterns in Mixed-Use Corridors require balancing access and visibility along the corridor with incremental investment strategies that can restore value to the corridor as a whole.

There are two types of Corridor Investment and Transition Areas: Neighborhood and Regional.

Neighborhood:

Neighborhood Mixed-Use Corridors are located along high traffic areas and intended for local businesses to serve daily needs and services of the adjacent residential areas. Buildings are set close the street with parking in back. Generally, the sites and buildings are of a smaller scale that can be accessed by pedestrians with as much ease as vehicles.

LAND USE:

- Day-to-day neighborhood scale retail and services such as grocery and convenience stores, dry cleaners, pharmacies, banks, and beauty services.
- Restaurants, cafes and bars that offer various food options.
- Professional and medical office
- Medium density multiple-family residential.
- Mixed-use that includes uses noted above.
- Public parks and recreational areas.
- Public and institutional facilities such as schools, places of worship, police stations, and community centers, which support the surrounding residential properties.

DESIGN CONCEPTS AND CONSIDERATIONS:

- Single and lower multi-story structures oriented toward the street.
- Parking located at the side and rear of buildings.
- Architectural design must create an interesting visual experience for both sidewalk users and automobiles.
- Ensure appropriate transition of intensity of uses and scale to adjacent single-family neighborhoods.
- Single family detached structures can be adaptively reused for commercial or office uses.
- Walkability and non-motorized connections within and to Mixed Use Corridors is essential to maintain character and access to daily needs and services.
- Infill development should be encouraged to support existing infrastructure.
- Public transit amenities should be considered including shelters, signage, benches, and route information.

MIXED-USE CORRIDORS

Regional:

Regional Mixed-Use Corridors areas are located along the busiest corridors, which support a high volume of both local and regional traffic. This area may include large national chains, regional retailers, and auto-oriented uses that draw customers both regionally and locally. Compared to Neighborhood Mixed-Use Corridors areas they are high intensity and feature the largest scale of commercial development.

LAND USE:

- National, regional, and specialized big-box retailers.
- Auto-oriented commercial such as gas stations, auto-repair, and car dealerships.
- Drive-through uses.
- Day-to-day retail and services such as grocery stores, convenience stores, dry cleaners, pharmacies and beauty services.
- Restaurants, cafes and bars that offer various food options.
- Professional and medical office
- Higher density multiple-family residential.
- Mixed-use that includes uses noted above.
- Public and institutional facilities such as schools, places of worship, police stations, and community centers.

DESIGN CONCEPTS AND CONSIDERATIONS:

- Large single and multi-story structures that may be freestanding or integrated as part of a connected retail or campus pattern.
- Buildings may be setback to allow room for onsite parking and automobile access from the street.
- Large parking lots shall be screened, landscaped, and provided with pedestrian connections and other design amenities to break up excessive pavement and reduce visual impact of parking areas.
- Architectural design must create an interesting visual experience for both sidewalk users and automobiles.
- Ensure appropriate transition to adjacent neighborhoods.
- Infill development should be encouraged to support existing infrastructure
- Design creativity with regards to materials is encouraged, although low quality materials or building designs that inhibit activity on the corridor will not be permitted.
- Public transit amenities should be considered including shelters, signage, benches, and route information.
- Walkability and non-motorized connections within and to Mixed Use corridors is essential to create character and access for all residents and visitors.

TOWNSHIP CORE

The Township Core will serve as the center of the township. It will include the township governmental center of the Township Civic Center and the Ypsilanti District Library. Huron Street and the immediate area can serve a mix of uses from multiple-family residential to light industrial. A Special Area Plan for the Township Core is located in Chapter 10.

LAND USE:

- Day-to-day neighborhood scale retail and services such as grocery stores, convenience stores, dry cleaners, pharmacies and beauty services.
- Restaurants, cafes and bars that offer various food options.
- Hotels and lodging.*
- Corporate, general and medical office.
- Multiple-family residential.
- Unique amenities such a community center, community parks, open space and the Eagle Crest Resort.
- Public buildings and government offices such as the Township Civic Center, and the Ypsilanti District Library.
- Clean light industrial and warehousing uses*.

* Land use envisioned only north of Huron River Drive

DESIGN CONCEPTS AND CONSIDERATIONS:

- Large single and multi-story structures that may be freestanding or integrated as part of a connected retail or campus pattern.
- Mixed-use development with residential, office, and commercial uses.
- Architectural design must create an interesting visual experience for both sidewalk users at close range and for those viewing the skyline from a distance.
- Infill development should be encouraged to support existing infrastructure
- Design creativity with regard to materials will be encouraged, although low quality materials or building designs that inhibit activity on the corridor will not be permitted.

INNOVATION AND EMPLOYMENT DISTRICT

Innovation and Employment areas are the major employment areas of the township. The areas will be dominated by advanced companies which are at the cutting edge of innovation with a combination technology, office, craft manufacturing or light industrial uses. The Innovation and Employment District focuses on strategies for new investment and redevelopment that relies on proximity, connections and physical relationships of mutually supportive industries and businesses. This designation includes the American Center for Mobility and the Yankee Air Museum.

LAND USE:

- Light industrial and manufacturing of goods and products.
- High technology including research and development, laboratories, and testing facilities.
- Corporate and regional offices, including larger campuses.
- Warehouses, shipping, and logistics that access regional transportation arterial roads, such as highways.
- Municipal utilities and government offices

DESIGN CONCEPTS AND CONSIDERATIONS:

- Low rise office buildings
- Manufacturing buildings with varied heights based on tenant needs.
- New construction and redeveloped properties should be set in an integrated campus environment.
- Larger parcels allow for larger scale development.
- Durable metal, glass, masonry and other materials should be used to promote the scientific image of emerging technology.
- “Back of house” operations such as trash enclosures and loading docks shall be oriented to back of site, screened, and not visible from the public street.

9: IMPLEMENTATION

INTRODUCTION

Achieving the vision of the Ypsilanti Township 2040 Master Plan will take significant time, e fort, and in many cases funding, to achieve. Township government will not be able do it alone. An engaged community – that works together, combines resources and shares success – and committed partners are essential for Ypsilanti Township to be a thriving community of healthy and sustaining neighborhoods, lasting livelihoods, and great places. This chapter outlines actions for township officials and staff as well as partners and the community.

STRONG PARTNERSHIPS

Partnerships, formal and informal, are critical to successful implementation of this plan. The township will continue to strengthen existing partnerships, pursue new partnerships, and maintain open lines of communication. Existing and potential partners are listed on this page. As new opportunities arise, the township should not hesitate to engage organizations, groups or businesses not included here to achieve the vision of Ypsilanti Township 2040.

POTENTIAL PARTNERS

- **Local Government:** Washtenaw County Road Commission, Washtenaw County Water Resources Commission, Washtenaw County Office of Economic and Community Development, Washtenaw County Parks and Recreation Commission, Washtenaw County Sheriff.
- **State Government:** Michigan Department of Transportation; Michigan Department of Environment, Great Lakes, and Energy; Michigan Economic Development Corporation; and Michigan State Housing Development Authority.
- **School Districts:** Ypsilanti Community Schools, Lincoln Consolidated Schools, Van Buren Public Schools, Washtenaw Intermediate School District.
- **Neighborhood Organizations:** Neighborhood Watch Groups, Homeowners' Associations.
- **Community Partners:** Habitat for Humanity, YMCA, Places of Worship, SPARK, Innovative Ypsi Interim Program, Vantage Port, Washtenaw Community College Entrepreneurship Center, Small Business Development Center at Washtenaw Community College.
- **Major Employers:** such as Eby-Brown Co LLC (Distribution Center), General Dynamics Advanced Information (Manufacturing), Pollard Banknote, Ltd. (Manufacturing) and Kroger (Retail).
- **Local Institutions:** Eastern Michigan University, Ypsilanti District Library, University of Michigan, St. Joseph Health System, Washtenaw Community College, Concordia University, Cleary College.
- **Development Community:** local builders, developers, architects, planners, landscape architects, engineers and financing institutions

FUNDING SOURCES

The Township will need to pursue multiple and creative sources of funding to implement this plan. These funding sources may change over time. The Township must continually investigate and pursue new sources of funding. Funding sources fall into four categories:

1. Township Funded

a. General Fund
b. Township selling of properties for specific program(s

2. Economic Programs

a. Brownfield Tax Increment Financing
b. Community Development Block Grant (CDBG)
c. Michigan Community Revitalization Program (MCRP)
d. Michigan Main Street (MMS)
e. Public Spaces Community Places (PSCP)
f. Redevelopment Ready Communities (RRC)
g. SmartZones
h. Transformational Brownfield Plans (TBP
i. Opportunity Zone
j. Ypsilanti Township Local Development Finance Authority
k. Corridor Improvement Authority

3. Transportation and Non-Motorized Infrastructure

a. Transportation Alternative Programs (TAP) Grants
b. Stormwater, Asset Management, and Wastewater (SAW) Grants
c. Washtenaw County Connecting Communities Grants
d. Transportation Economic Development Fund (TEDF) Grants

4. Parks, Trails, and Open Spaces

a. Land and Water Conservation Fund
b. Michigan Natural Resources Trust Fund
c. Recreation Passport Grants
d. Forestry Grants
e. Recreation Improvement Grants
f. Recreational Trails Program Grants
g. Washtenaw County Natural Areas Preservation Program

FUTURE MASTER PLAN UPDATES

Per the Michigan Planning Enabling Act, the Master Plan for Ypsilanti Township should be updated once every five years. In addition to brining the implementation table up to date, the next update could include:

- Housing studies and neighborhood plans for areas participating in the Healthy Neighborhood Program.
- Corridor plan for Rawsonville Road, possibly in partnership with Van Buren Township and Wayne County.

PHASING

Actions have been based on timeframes of Years 0-2, 2-5, and 5 and on. The breakdown is in order to most efficiently utilize resources and best management expectations understanding that the Township does not have the ability to accomplish all actions within the first few years. This timeframe is not set in stone and may be adjusted as opportunities, funding sources, or challenges arise.

KEY FOR IMPLEMENTATION TABLE (PAGES 64-66)	
CATALYST PROJECTS	
ZO	Comprehensive Rewrite of the Zoning Ordinance
HN	Healthy Neighborhood Program
WR	Extension of Wiard Road to East Michigan Avenue
OS	Open Space and Agriculture Preservation
SC	Social and Cultural Presence
GOALS	
NEIGHBORHOODS	
N1	Reinvest in Neighborhoods
N2	Make Neighborhoods Beautiful
N3	Increase Health and Safety within the Community
N4	Provide Efficient and Multiple Transportation Options for all Residents
N5	Foster Housing Stability and Promote Reinvestment in Traditional Neighborhoods
JOBS	
J1	Create Small Businesses to Improve Community Wealth and Self-Sufficienc
J2	Encourage Proactive Strategic Development in Township
J3	Train and Develop Local Workers and Entrepreneurs
J4	Facilitate Redevelopment of Township-Owned Vacant or Under-utilized Land
J5	Continue Redevelopment of the Willow Run Bomber Factory as a Tourist and Technology Magnet
PLACES	
P1	Capitalize on the Township Core as the Regional Draw of the Township
P2	Preserve Agriculture and Open Space in the southern part of the Township
P3	Revitalize Corridors as Vibrant, Successful Business Districts that can Serve the Daily Needs of Adjacent Residents
P4	Bring Arts and Culture into Daily Life

GOAL	CATALYST PROJECT	STRATEGY	YEAR 0-2	YEAR 2-5	YEAR 5 AND LATER
N1	HN, ZO	Diversify housing choices.	Update zoning to allow variety of housing types in appropriate locations.	Review zoning to assess housing density; amend if necessary.	Review zoning to assess housing density; amend if necessary.
N1	HN	Maintain and improve underground neighborhood infrastructure.		Assess sewer, waste and storm water infrastructure.	Fund annually maintenance and improvements in underground neighborhood infrastructure.
N1, N3	HN	Improve and maintain street lights in neighborhoods.	Identify existing neighborhood street light deficiencies, with community input.	Install new street lighting at identified locations	Complete street light installation.
N1, N3, N4	HN	Ensure all neighborhood streets have sidewalks on both sides of the street on all blocks.	Complete Non-Motorized Plan.	Address sidewalk gaps and improvements.	Fund sidewalk gaps and improvements annually.
N1, N4	HN	Invest in Complete Streets.	Pass Complete Streets Ordinance.	Implement two projects from non-motorized plan.	Fund and implement non-motorized plan annually.
N1, N5	HN	Encourage and assist in home ownership.	Monitor housing affordability and foreclosures. Support and create home ownership programs with partners.	Hold neighborhood tours and assist with marketing materials for homebuyers.	Track annually success of programs and designate staff time and/ or Township funds to support programs, tours and marketing.
N2	HN, SC	Facilitate and fund neighborhood beautification projects	Create funding plan for neighborhood beautification grant program.	Create grant program for neighborhood beautification projects.	Fund grants annually.
N2, N3	HN, ZO, SC	Repurpose vacant lots as parks, community gardens, public art, urban farms or rain gardens.	Identify and prioritize vacant lots to be repurposed. Update zoning to easily allow repurposing of lots.	Repurpose lots as pilot projects in three neighborhoods.	Facilitate repurposing of at least one neighborhood vacant lot annually.
N2, N3	HN	Sponsor cleanup day for each neighborhood.	Pilot cleanup day in two neighborhoods.	Expand cleanup days to neighborhood preservation areas.	Hold cleanup day for all interested neighborhoods annually.
N2, N3	HN	Work with neighborhood to positively enforce property maintenance code requirements.	Pilot renter welcome packet in West Willow.	Adapt and expand welcome packet to other neighborhoods.	Support renter welcome packet in all interested neighborhoods annually.
N3	HN	Improve public safety within neighborhoods.	Work with Sheriff's Office to develop plan to address public safety, track progress and design pilot program.	Run pilot safety program in a neighborhood.	Adapt public safety program and run in neighborhood preservation areas.
N4	HN	Ensure bus routes link neighborhoods to shopping areas and employment areas.	Review AAATA routes based on population, retail, and employment hubs.	Work with AAATA to expand bus service – frequency, routes & park & ride areas.	Achieve 10-year funding for expanded service.
N4	HN	Create bike paths or routes linking neighborhoods, shopping areas and employment areas.	Advocate for and support bike path over I-94 on Huron Drive.	Implement two projects from non-motorized plan.	Fund and implement non-motorized plan annually.
N4	HN, WR	Invest in strategic traffic improvements.	Begin advocacy for Wiard Road connection.	Identify key road projects and coordinate funding.	Annually pursue implementation of key road projects, including Wiard Road connection.

GOAL	CATALYST PROJECT	STRATEGY	YEAR 0-2	YEAR 2-5	YEAR 5 AND LATER
N5	HN	Enable and incentivize home improvements.	Establish tool lending libraries in interested neighborhoods.	Explore interest and funding for home maintenance loans and/or grants.	Launch home maintenance loans and/or grants.
N5	HN	Ensure neighborhoods are prepared for future maintenance costs.	Facilitate YCUA, WCRC, and WCWRC presentations at Neighborhood Watch meetings.	Identify neighborhoods with infrastructure updates needed in the next 10 years.	Facilitate connections between neighborhoods and lenders, HOA management companies and other groups able to assist with maintenance costs.
J1		Support existing small businesses.	Establish a Ypsilanti Township Economic Gardening program.	Host a quarterly small business forum. Work with city of Ypsilanti to create a “Shop Local” initiative.	Allocate staff time annually to educate investors and lenders on the commercial opportunities in Ypsilanti Township.
J1, J2		Facilitate entrepreneurism and small new business growth.	Assess Ypsilanti Township government to ensure it is business-friendly.	With partners, review, assess, and strategize improvements to the local small business and entrepreneurism culture. Recruit desired businesses.	Allocate resources annually to improve business culture and recruit businesses.
J2	ZO	Use zoning to implement and require strategic development.	Update Zoning Ordinance based upon Master Plan.	Update Township regulatory documents to assist in smart development.	Annually review zoning ordinance.
J2		Become “Redevelopment Ready”.	Complete Michigan Economic Development Corporation “Redevelopment Ready” program.	Implement recommendations for Redevelopment Ready.	
J2, J4		Create redevelopment plans for Township owned properties.	Work with partners to redevelop Ecorse Road parcels.	Create redevelopment plan for Liberty Square. Create redevelopment plan for township owned parcels in Township Core.	Fund creation of at least one redevelopment plan annually.
J3		Partner to offer job training to help Ypsilanti Township residents and entrepreneurship skills for small business owners.	With partners, review and assess skills deficiencies and shortfalls.		Create programs with partners at K-12, college and adult learning level to teach desired skills.
J3		Establish financial program to assist in advanced job training.	Coordinate with major employers to identify issues that influence employees choice of whether to live in Ypsilanti Township.	Coordinate with local schools and employers to create a program that provides youth with internship opportunities with local companies.	Work with State of Michigan Workforce Development Agency and Washtenaw County to support job training programs.
J4		Prepare appropriate township owned parcels for redevelopment.	Complete Phase 1 environmental reports for all township owned parcels.	Evaluate all township parcels and rank based on redevelopment potential.	Create plan to sell unneeded township-owned parcels.

GOAL	CATALYST PROJECT	STRATEGY	YEAR 0-2	YEAR 2-5	YEAR 5 AND LATER
J5	WR	Extend Wiard Road over the railroad to Parkwood to connect E. Michigan Avenue to Ecorse Road and the area surrounding the former Willow Run Bomber Plant.	Develop concept plan and share with railroad, ACM, MDOT and WCRC.	Explore funding options.	Plan, fund and build Wiard Road extension.
J5	ZO	Implement ACM special area plan.	Update zoning to implement special area plan.	Build partnerships and prioritize improvements in special area plan.	Annually pursue implementation of special area plan.
P1	ZO	Adopt zoning standards based on the Township Core Special Area Plan.	Develop and adopt zoning to implement Township Core Special Area Plan.	Assess Township Core zoning, amend if necessary.	
P1		Develop township owned parcels to kickstart Township Core development.	Recruit developers to partner on development of township owned parcels.	Develop at least one township owned parcel in Township Core.	Annually recruit desired businesses to develop township-owned parcels.
P2	OS, ZO	Encourage development in areas already served with water and sewer utilities.	Adopt zoning regulations with density based on Future Land Use Plan.	Undertake a traffic study to examine roads capacity to accommodate projected growth under current zoning, with options of downzoning or a moratorium.	Coordinate a future utility extension policy with YCUA, WCWRC, and WCRC. Update zoning, if needed.
P2	OS	Preserve farmland in the southern part of the Township.	Develop relationships and research funding options for farmland preservation.	Assist establishment of conservation easements for Township farms.	Explore purchase of development rights and transfer of development rights programs.
P2	OS, ZO	Support the agricultural economy.	Update zoning regulations to implement agricultural preservation future land use description.	Link to and promote Township agritourism.	Explore demonstration farm or agricultural education program.
P3	ZO	Promote mixed-use, walkable, development patterns including residential, commercial, and institutional uses.	Update zoning regulations to implement Master Plan, ReImagine Washtenaw and E. Michigan Ave. & Ecorse Road PlaceMaking Plan.	Proactively recruit grocery stores, hardware stores, medical services, restaurants, and entertainment.	Work with property and business owners to relocate incompatible uses to more appropriate areas.
P3		Improve appearance of corridors.		Establish detailed corridor streetscape programs with lighting, signs, landscaping, etc.	Create façade improvement program.
P3		Create public spaces such as parks and plazas along corridors.	Include public space in redevelopment of Ecorse Road parcels.	Incorporate public spaces into redevelopment plans for township-owned parcels.	Update parks and recreation plan to include public spaces along corridors.
P4	SCP	Establish a public arts program.	Explore partnerships with Eastern Michigan University, local school districts and others.	Implement at least one public arts project.	Annually dedicate staff time and/or funding to public art program.
P4	SCP	Sponsor cultural events such as concerts, festivals, storytelling events, etc.	Sponsor two events annually.	Sponsor three events annually.	Annually sponsor four events.

10: SPECIAL AREA PLANS

INTRODUCTION

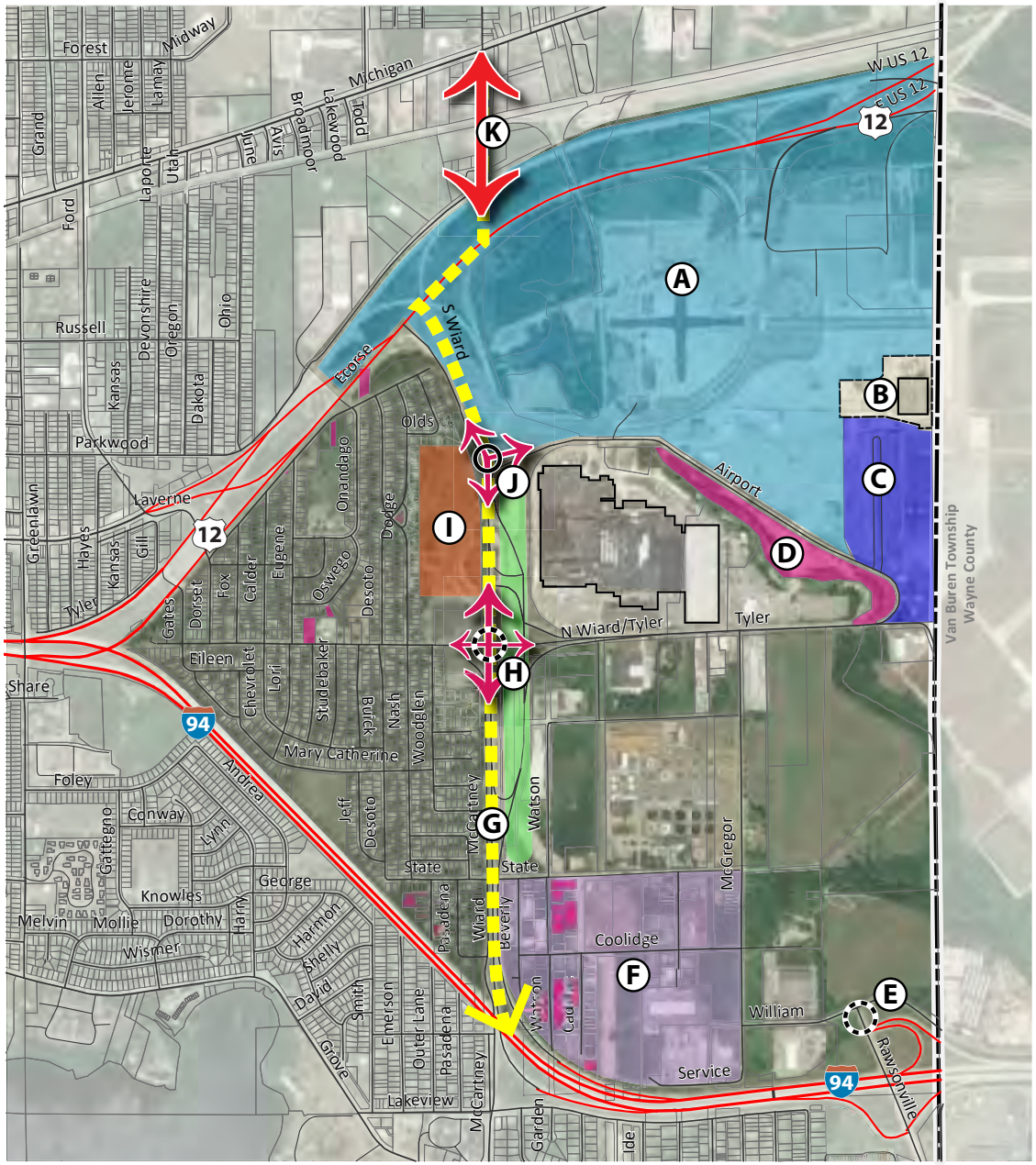
The special area plans are specific guides for redevelopment for unique and distinct areas of the township. These plans should be given the same weight in decision-making as adopted corridor plans, like ReImagine Washtenaw and the East Michigan Avenue/Ecorse PlaceMaking Plan. Similar to catalyst projects, implementation of these plans will cause a corresponding and complementary reaction. They are multi-faceted projects of sufficient magnitude to stimulate redevelopment of underdeveloped properties, job creation, and stabilization of neighborhoods.

WILLOW RUN

The adaptive reuse of the Willow Run Bomber Plant for uses such as the American Center for Mobility (ACM) and the Yankee Air Museum (YAM) provides a tremendous opportunity for job creation, neighborhood connections, economic development, and infrastructure investment. However, ACM, YAM, and spin off opportunities are limited due to physical restraints of surrounding road layouts. Road improvements as shown on the plan would both greatly increase economic development potential and also better link township neighborhoods.

Identified as a catalyst project, a north/south road connection directly connecting Wiard Road with Michigan Avenue would unlock significant development potential for E. Michigan Avenue, particularly for spinoff businesses wanting to locate close to ACM.

In addition, it provides a physical connection and eliminates isolation to both West Willow and the E. Michigan Avenue neighborhoods.



American Center for Mobility (ACM) Concept Plan

Ypsilanti Township, Washtenaw County

- A ACM campus
- B Yankee Air Museum
- C Willow Run Airport Property
- D Potential green space and retail location
- E Proposed roundabout and gateway location
- F Potential accessory use or plug-and-play warehouse district; would require expansion of utilities
- G Consolidate split highway into single two-way street to allow creation of linear greenway and/or potential new commercial space
- H Primary entrance / gateway; Grand entrance forms connection between West Willow and ACM campus
- I Potential hotel & retail development site
- J Secondary entrance / gateway
- K Extension of Wiard Road to East Michigan Avenue

Two-way street consolidation

Undeveloped Township-owned parcels

Existing roundabout

Proposed roundabout

0 800 1,600 2,400 3,200 Feet

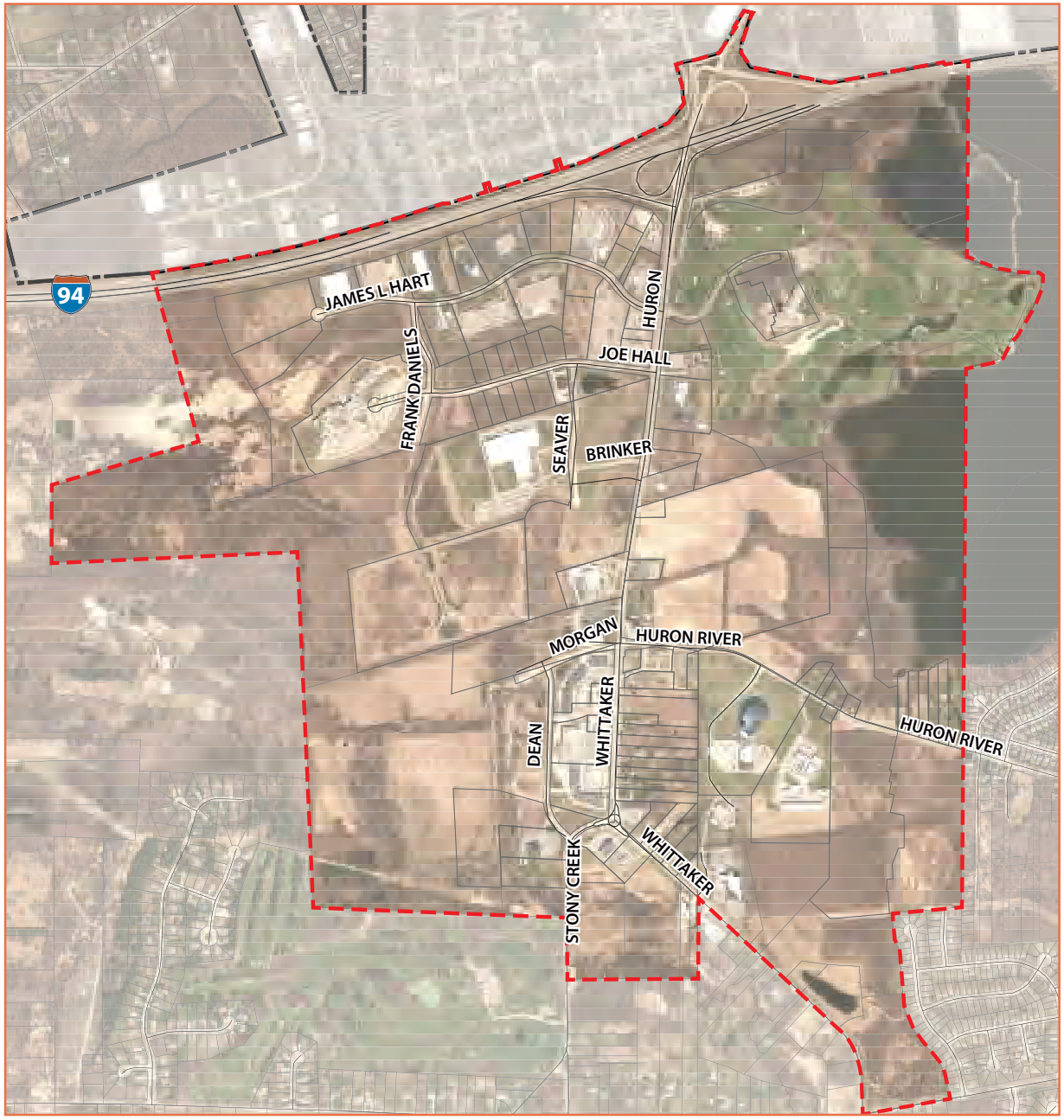
N

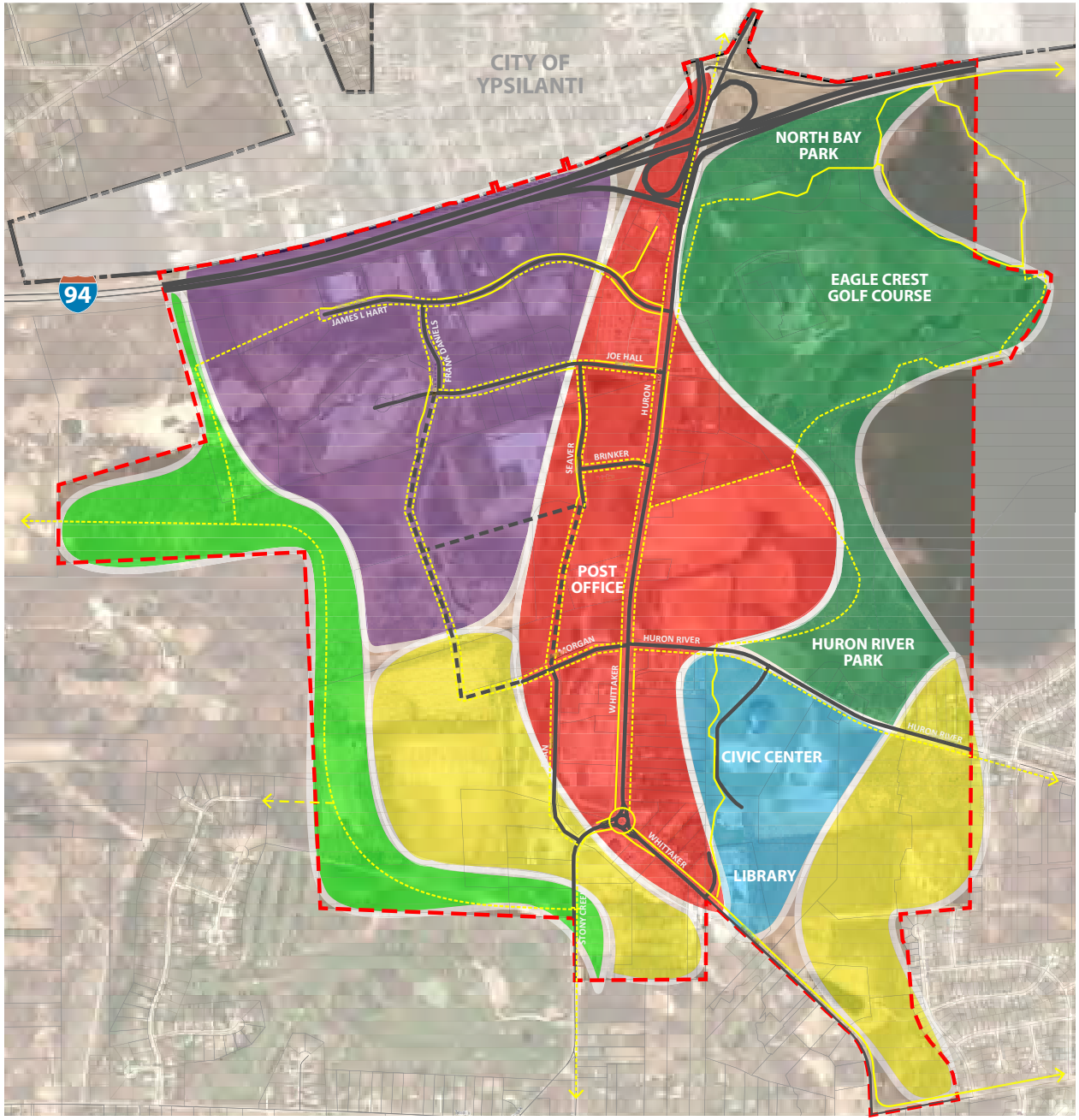
Carlisle/Wortman Associates
July 2019

TOWNSHIP CORE

The Township Core will serve as the central gathering place and commercial base of the township. The area is centrally located and is already well served with infrastructure, public transportation, established foundational uses, and convenient access. Buildout will be market responsive with a variety of uses including civic, regional and local commercial, hotels and restaurants, office, multiple-family housing, and open space that will meet the daily needs of Township residents.

The Future Land Use Plan on the opposite page shows appropriate locations for land uses as well as proposed non-motorized routes and roads. For more specific land use information, see the “ ownship Core” section in Chapter 8: Future Land Use Plan.





FUTURE LAND USE - TOWNSHIP CORE

Ypsilanti Township, Washtenaw County

Mixed-use Core:
Uses with a community-wide draw – such as hotels, restaurants, shopping, and public parks, spaces, and buildings, including government offices and a community center.

Residential:
Residential areas designed to complement and bring vitality to the mixed use core. Types of homes could include single-family residential, attached residential and multiple-family.

Institutional:
The Civic Center, Library and Vietnam Veterans Memorial are located here. Complementary institutional uses - such as other government offices, parks, event space – should be located here.

Innovation & Employment:
Major employment area with road and utility infrastructure for a combination of technology, office, craft manufacturing or light industrial uses.

Open Space & Recreation:
North Bay Park, Eagle Crest Golf Course and Huron River Park are located here. These entities are an open space system that should be linked by trails and give the public access to Ford Lake.

Buffer Zone:
The existing wetlands and woodlands in this area should be preserved as a natural system and a buffer between the existing neighborhoods to the south and the more intense land uses in the Township Core.

- Township Border
- Township Core Boundary
- Existing Road
- Proposed Road
- Existing Non-motorized Route
- Proposed Non-motorized Route

N

0 500 1,000 1,500 2,000 Feet

Carlisle/Wortman Associates
February 2019

GAULT VILLAGE

Gault Village will be redeveloped in partnership with the adjacent neighborhood as a mixed-use and residential development. The redevelopment is highlighted with mixed-use buildings fronting Emerick Street, and a mix of housing options internally. Redevelopment will be sensitive to the existing neighborhood fabric and ensure that property buffers and transitions are respected.

Gault Village Concept Plan

Ypsilanti Township, Washtenaw County

Mixed Use Retail / Residential:
Two to four story buildings with mid-scale retail on first floor and apartments or condos on upper floors. Parking would be include shared surface parking with surrounding housing. Priority retail tenants would include grocery and hardware stores.

Attached & Stacked Single Family:
Two to three story townhomes with a typical square footage of 800 square feet per floor (20x40' footprint). Each unit would have a built-in garage. A shared open space in the center of the development could house a community center.

Bungalow Courts or Tiny Homes:
Small one to two story single-family residences clustered around a shared central garden. Typical square footage of 576 square feet per floor (24x24' footprint).

Retaining Wall / Buffer Zone:
Existing retaining wall will be rebuilt and relandscaped to provide a buffer between the new development and existing neighborhood.

Township Border

Gault Village Parcel Boundary

0 100 200 300 400 Feet

N

Carlisle/Wortman Associates
July 2019

11: APPENDIX

STOP
SPEED LIMIT
40
CLEANERS
LAUNDRY
BEER&WINE
DAIRY-GROCERY
DRIVE-IN LOTTO EBT
Carry Dairy

INTRODUCTION

The appendix contains the following supporting documentation for the Master Plan:

- Results from the 2018 survey
- Demographic information
- Reports from community engagement events
- Neighborhood reports

RACE AND ETHNICITY OF OCCUPIED HOUSING

	MICHIGAN	WASHTENAW COUNTY	WAYNE COUNTY	ANN ARBOR CHARTER TOWNSHIP	AUGUSTA CHARTER TOWNSHIP	PITTSFIELD CHARTER TOWNSHIP	SUPERIOR CHARTER TOWNSHIP	VAN BUREN CHARTER TOWNSHIP	CITY OF YPSILANTI	YPSILANTI CHARTER TOWNSHIP	PINEWOOD/ SHERMAN OAKS	GREEN FARM	CREEKSIDE
BLACK OR AFRICAN AMERICAN	13.4%	11.6%	39.4%	0.7%	5.7%	13.7%	26.6%	27.8%	27.7%	31.9%	12.1%	26.7%	30.4%
AMERICAN INDIAN AND ALASKA NATIVE	0.5%	0.2%	0.4%	0.0%	1.8%	0.2%	0.0%	0.3%	0.0%	0.3%	0.0%	1.8%	0.0%
ASIAN	2.3%	8.0%	2.3%	21.9%	0.0%	12.6%	5.6%	1.8%	2.1%	3.1%	6.6%	7.6%	3.0%
NATIVE HAWAIIAN AND OTHER PACIFIC ISLANDER	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.3%	0.2%	0.3%	0.0%	0.0%	0.0%	0.0%
SOME OTHER RACE	0.8%	0.6%	1.3%	1.2%	0.4%	0.6%	1.2%	0.4%	1.6%	1.0%	0.0%	0.7%	0.0%
TWO OR MORE RACES	1.6%	2.6%	1.5%	2.3%	4.4%	2.8%	2.9%	3.3%	4.1%	3.9%	0.7%	2.7%	2.1%
WHITE	81.5%	76.9%	55.1%	73.9%	87.7%	70.1%	63.3%	66.3%	64.2%	59.9%	80.6%	60.5%	64.5%

RACE AND ETHNICITY OF OCCUPIED HOUSING

	SCHOONER COVE	SOUTHEAST	LAKEVIEW	SUGARBROOK	GAULT VILLAGE	WEST WILLOW	OAKLAWN HAWTHORNE	LAY GARDENS	HOLMES ROAD	STEVENS PARK	HEWITT ROAD	ASPEN CHASE	HURON HEIGHTS
BLACK OR AFRICAN AMERICAN	24.8%	21.3%	34.6%	44.0%	15.2%	73.7%	18.1%	30.2%	29.2%	21.9%	48.0%	40.8%	53.8%
AMERICAN INDIAN AND ALASKA NATIVE	0.0%	0.0%	0.0%	0.0%	0.0%	1.4%	1.0%	0.5%	0.0%	0.0%	0.0%	0.0%	0.0%
ASIAN	5.1%	0.0%	2.2%	2.3%	0.3%	0.0%	0.0%	0.0%	1.6%	6.4%	0.6%	8.9%	1.1%
NATIVE HAWAIIAN AND OTHER PACIFIC ISLANDER	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
SOME OTHER RACE	0.0%	1.7%	0.8%	0.0%	0.0%	0.0%	0.0%	3.0%	0.0%	1.0%	3.8%	3.4%	1.7%
TWO OR MORE RACES	4.5%	6.1%	3.1%	2.9%	5.1%	2.2%	3.3%	1.0%	0.0%	3.0%	9.3%	9.1%	7.1%
WHITE	65.6%	70.9%	59.3%	50.7%	79.5%	22.7%	77.6%	65.4%	69.1%	67.7%	38.3%	37.9%	36.2%

2018 Ypsilanti Charter Township Community Engagement for Planning

Combined Results

		Satisfaction Questions													
		Satisfaction with Township Services/Attributes (10 is perfect score)													
		School district meeting the needs of the community	Preparation of students for solid careers	Preparation of students for college	Road maintenance	Amount of traffic congestion on the roads	Public transportation options	Accommodation for bicycle and foot traffic	Garbage collection service	Brush and leaf disposal	Recycling service	Amount and quality of services you receive for the local taxes you pay	Communication on how tax dollars are used	Shopping convenience for everyday items	Shopping convenience for major/specialty items
2018 Scores		**5.3**	**5.0**	**5.1**	**5.6**	**5.8**	**6.2**	**5.5**	**8.0**	**7.9**	**7.5**	**6.5**	**5.4**	**6.9**	**5.6**
Sample Overall		**5.3**	**5.0**	**5.2**	**5.5**	**5.8**	**6.3**	**5.8**	**7.9**	**7.8**	**7.6**	**6.4**	**5.4**	**7.1**	**6.0**
Non-sample Overall		**5.3**	**5.0**	**5.0**	**5.8**	**5.7**	**6.0**	**5.1**	**8.1**	**8.0**	**7.4**	**6.6**	**5.4**	**6.6**	**5.0**
2009 Scores		**5.6**	**5.2**	**5.2**	**5.2**	**6.1**	**4.8**	**6.8**	**8.4**	**8.1**	**8.4**			**7.6**	**6.7**
Residency	One year or less	6.8	5.7	7.2	6.0	6.6	6.8	5.2	8.1	8.3	7.9	6.7	6.2	6.7	5.7
	1-5 years	5.3	4.8	5.0	5.2	5.9	5.5	5.0	7.0	7.1	6.8	5.9	4.7	6.7	5.4
	6-10 years	5.7	5.3	5.7	6.1	6.0	6.3	4.8	8.3	8.0	7.5	6.4	5.1	6.8	5.4
	More than 10 years	5.2	5.0	5.0	5.6	5.6	6.2	5.7	8.1	7.9	7.6	6.6	5.6	7.0	5.7
Own/Rent	Own	5.6	5.2	5.4	5.8	5.8	6.1	5.5	8.1	7.9	7.7	6.6	5.5	6.8	5.6
	Rent/Lease	4.9	4.6	4.7	4.1	5.3	5.8	4.5	7.5	7.2	6.0	5.2	4.0	7.0	6.2
Residence Type	Single family (less than 1 acre lot)	5.3	4.9	5.0	5.6	5.8	6.3	5.6	7.9	7.8	7.5	6.5	5.4	6.9	5.5
	Single family (1-5 acre lot)	5.3	5.5	5.5	5.9	5.6	5.7	5.1	8.6	8.1	7.9	6.3	4.9	6.9	5.8
	Single family (5+ acre lot)	6.7	6.3	5.7	5.6	5.0	5.8	5.7	7.9	9.0	7.7	5.9	4.8	6.4	4.9
	Apartment	5.4	5.3	5.5	4.8	4.7	6.4	4.6	8.5	8.4	7.1	7.0	5.8	7.1	6.3
	Manufactured home	7.0	6.0	6.0	6.0	5.6	7.2	7.2	8.0	8.7	4.7	8.0	6.0	6.8	5.6
	Multifamily	5.1	4.9	5.5	5.3	5.8	5.7	5.2	7.9	7.4	7.9	6.7	5.8	7.4	6.4
	Other	4.7	4.3	5.0	6.0	6.0	5.5	5.0	8.0	7.7	7.3	5.7	6.3	7.7	6.3
Employment Location	Yes	5.0	4.8	4.9	4.9	5.7	5.5	4.7	8.0	7.8	7.3	6.2	5.3	6.8	5.5
	No, a different community	5.3	5.1	5.1	5.8	5.8	6.2	5.4	7.8	7.6	7.3	6.3	5.0	6.8	5.4
	I am unemployed	4.4	4.2	4.0	4.2	5.8	5.5	4.9	7.8	7.5	7.1	6.0	4.8	6.9	6.0
	I am retired	5.6	5.1	5.3	5.7	5.6	6.5	6.3	8.5	8.5	8.1	7.2	6.5	7.1	6.1
Own/Manage Business	Yes	5.4	4.6	5.2	5.5	5.9	6.2	5.7	8.2	8.2	7.6	7.0	5.8	7.6	6.6
	No	5.4	5.1	5.2	5.6	5.8	6.1	5.4	8.0	7.8	7.6	6.5	5.3	6.9	5.4
Age	Under 18	-	-	-	7.0	7.0	-	7.0	9.0	9.0	9.0	7.0	-	3.0	4.0
	18 to 24	6.0	4.5	7.0	3.7	3.5	7.0	4.4	7.2	7.0	8.6	-	-	7.8	6.2
	25 to 34	5.4	4.9	4.9	5.4	6.3	5.7	5.0	7.8	7.1	6.6	4.8	4.1	6.9	5.4
	35 to 44	5.7	4.9	5.2	5.8	6.2	6.1	5.6	7.5	7.3	7.0	6.3	4.9	6.6	5.2
	45 to 54	5.0	5.1	5.0	5.8	5.8	6.1	5.0	8.0	7.9	7.6	6.4	5.1	7.1	5.5
	55 to 64	5.0	5.0	5.0	5.4	5.5	6.0	5.4	8.1	7.9	7.6	6.5	5.4	6.9	5.6
	65 or over	5.7	5.1	5.4	5.7	5.6	6.7	6.1	8.5	8.5	8.1	7.2	6.5	7.1	6.0
Education	Some high school or less	4.3	4.7	4.7	3.8	4.5	5.5	5.3	7.6	7.5	7.0	4.3	3.0	7.0	6.3
	High school graduate	4.9	4.2	5.0	4.9	5.5	6.4	5.6	7.7	7.5	7.3	6.6	5.0	6.6	5.9
	Some college	5.2	4.9	5.0	5.5	5.6	6.5	6.1	7.9	8.0	7.5	6.5	5.7	6.7	5.8
	College graduate	5.5	5.2	5.2	5.8	5.8	6.2	5.4	8.1	7.9	7.6	6.5	5.4	7.0	5.6
	Graduate degree(s)	5.3	5.2	5.1	5.7	5.9	5.8	5.1	8.1	7.8	7.6	6.6	5.3	7.1	5.4
Household Income	$25,000 or less	4.5	4.5	4.9	4.3	5.2	5.8	5.4	7.0	7.0	6.6	6.8	5.9	6.7	6.0
	$25,001 to $50,000	5.1	4.4	4.6	5.2	5.4	6.7	6.0	8.1	8.2	7.3	6.6	5.6	6.9	5.8
	$50,001 to $100,000	5.3	5.1	5.3	5.8	5.7	6.1	5.3	8.1	7.9	7.6	6.5	5.4	7.2	5.9
	Over $100,000	5.5	5.3	5.1	5.9	6.1	6.0	5.3	8.0	7.8	7.6	6.4	5.2	6.9	5.1
Marital Status	Single	4.6	4.5	4.5	5.4	5.8	5.8	5.4	7.7	7.6	6.9	6.3	5.1	6.8	5.8
	Married/living with partner	5.4	5.0	5.0	5.5	5.8	6.2	5.4	8.0	7.8	7.6	6.5	5.4	7.0	5.6
	Widowed/separated/ divorced	5.9	5.6	6.1	6.0	5.6	6.4	6.0	8.2	8.1	7.5	6.7	5.9	6.6	5.4
Household Members	Child(ren) age 12 or under	5.2	4.8	4.9	5.5	5.9	5.6	5.2	7.6	7.2	7.0	5.9	4.5	7.0	5.3
	Child(ren) over age 12	5.3	5.3	5.3	5.4	5.7	5.9	5.3	8.0	7.9	7.5	6.6	5.0	7.2	5.6
	Parent age 65 or older	4.2	4.3	4.4	4.9	5.0	5.3	5.5	7.6	7.2	7.6	5.4	4.8	7.0	6.3
	None of these	5.3	5.0	5.2	5.7	5.7	6.5	5.6	8.1	8.2	7.7	6.7	5.8	6.9	5.8
Number in Household	1	5.4	5.4	5.4	6.0	5.8	6.3	5.7	8.2	8.1	7.5	6.7	6.0	6.8	5.5
	2	5.1	4.8	4.9	5.6	5.7	6.4	5.7	8.1	8.0	7.7	6.6	5.6	6.7	5.7
	3	5.2	5.0	5.0	5.0	5.3	5.8	4.8	7.8	7.5	7.7	6.5	5.5	7.1	5.7
	4	5.4	5.0	5.1	5.5	6.1	5.6	5.5	7.7	7.5	7.3	6.0	4.7	6.9	4.9
	5	5.8	5.7	5.7	6.3	6.1	6.6	5.4	8.4	8.2	7.2	6.7	4.9	7.8	5.8
	6	5.6	4.8	4.8	4.8	6.1	5.2	5.8	8.1	7.8	6.5	6.3	4.6	7.8	5.9
	7	4.5	4.5	5.0	3.5	6.0	6.0	5.0	6.3	3.5	4.7	4.7	3.7	7.5	6.5
	8 or more	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gender	Male	5.5	4.9	5.2	5.7	5.9	6.3	5.7	7.9	7.8	7.4	6.5	5.5	6.7	5.5
	Female	5.2	5.1	5.1	5.6	5.7	6.1	5.4	8.1	8.0	7.7	6.6	5.5	7.1	5.6
Ethnicity	American Indian/Alaska Native/Hawaiian	7.4	7.3	7.0	5.7	6.7	8.2	5.7	9.2	8.2	8.0	6.2	4.2	8.2	7.3
	Asian	6.8	6.8	6.6	5.5	6.3	5.5	5.5	8.6	7.9	8.6	6.4	4.4	6.3	5.5
	Black/African American	5.5	5.3	5.6	5.8	5.8	6.3	5.9	8.0	7.5	7.5	6.9	5.9	6.7	6.1
	Hispanic/Latino	5.7	4.8	4.6	5.3	5.6	5.6	3.9	7.9	7.9	7.0	6.1	4.1	7.2	6.4
	White/Caucasian	5.2	5.0	5.0	5.6	5.8	6.1	5.4	8.0	7.9	7.5	6.5	5.4	6.9	5.5
	Other	5.4	4.9	5.1	5.3	4.9	6.3	5.5	7.4	7.4	7.2	5.0	3.9	7.0	5.6
School District	Ypsilanti	4.4	4.4	4.4	5.1	5.3	6.1	5.8	7.9	7.7	7.5	6.3	5.3	6.9	6.1
	Lincoln	6.0	5.8	5.8	6.0	6.2	6.8	5.7	7.9	7.9	7.8	6.5	5.6	7.6	6.0
	Van Buren	5.7	4.8	5.2	5.0	6.1	5.9	5.9	8.2	7.8	7.4	6.8	5.4	6.4	5.9
Tract Cluster	410100	2.5	2.5	2.5	4.3	3.8	5.3	5.0	6.0	5.0	4.0	5.0	6.5	6.5	5.3
	410400, 0500	5.0	5.1	5.3	5.3	5.0	6.2	5.7	8.4	8.0	7.8	6.4	5.2	8.1	7.6
	411200	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	412100, 1900	4.0	4.3	4.1	4.3	5.4	6.1	6.2	7.8	7.9	7.8	6.5	4.9	6.6	5.6
	412000	5.2	4.6	4.4	5.4	5.6	6.2	5.5	7.6	7.2	7.2	6.4	6.0	6.6	5.8
	412300	5.8	4.1	4.6	4.1	5.4	5.1	5.5	7.7	7.5	7.3	5.7	4.8	5.3	4.9
	411700	3.7	3.7	4.3	6.2	5.8	7.3	6.9	7.4	7.9	7.1	6.8	5.8	4.8	3.8
	984000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	413000	5.3	4.9	4.9	5.5	6.4	7.0	7.1	8.9	8.0	7.8	7.4	5.8	6.3	6.2
	412600	5.5	6.0	6.5	6.7	6.0	4.0	3.0	8.0	6.0	7.5	6.5	4.0	5.7	4.3
	412700	6.2	5.9	5.9	6.2	6.5	7.2	6.1	8.3	7.8	8.3	7.1	5.8	8.2	6.4
	413403	3.5	3.3	3.5	6.3	5.6	4.5	3.9	8.6	8.4	8.6	6.0	5.5	7.3	6.5
	413401, 402	5.9	5.7	5.7	6.4	6.5	6.8	5.7	8.0	8.0	7.9	6.6	5.8	7.7	5.9
	413200	6.4	6.0	6.1	5.1	5.4	6.4	5.4	6.9	7.4	6.9	5.5	5.2	6.6	5.5
Sample Type	Mail Sample	5.4	5.0	5.2	5.6	6.1	6.6	5.7	8.0	7.9	7.9	6.5	5.6	7.0	5.9
	Emailed Sample	5.2	5.1	5.1	5.4	5.5	6.1	5.8	7.9	7.7	7.4	6.4	5.2	7.3	6.2

2018 Ypsilanti Charter Township Community Engagement for Planning

Combined Results

		Sufficient choices for most of your shopping needs	Area restaurant choices	Communicating effectively with the community	Encouraging citizen ideas and involvement	Openness to resident questions or concerns	Enforcing appearance/safety codes for business properties	Enforcing appearance/safety codes for residential properties	Level of professionalism of local staff	The follow-up provided by local staff	The ease of getting your question answered	Range of cultural offerings	Strong and vibrant arts community	Activities that interest you	Cost-of-living	Quality of jobs
2018 Scores		**6.2**	**5.6**	**6.3**	**6.1**	**6.7**	**6.3**	**6.3**	**7.7**	**7.3**	**7.3**	**5.7**	**5.4**	**5.2**	**6.5**	**5.4**
Sample Overall		**6.5**	**5.9**	**6.2**	**6.1**	**6.6**	**6.3**	**6.3**	**7.5**	**7.1**	**7.3**	**5.9**	**5.7**	**5.4**	**6.4**	**5.4**
Non-sample Overall		**5.7**	**5.2**	**6.4**	**6.1**	**6.8**	**6.4**	**6.4**	**7.9**	**7.5**	**7.3**	**5.4**	**5.0**	**5.1**	**6.7**	**5.5**
2009 Scores		**7.0**		**7.0**	**6.0**		**5.9**	**4.9**				**6.3**	**5.7**		**5.5**	**4.1**
Residency	One year or less	6.0	6.0	6.5	6.7	7.3	5.9	6.1	7.6	7.6	7.7	6.1	6.9	6.6	7.0	6.1
	1-5 years	5.8	5.5	5.6	5.5	6.1	6.2	6.1	7.3	7.1	6.9	5.1	5.2	5.0	6.4	5.3
	6-10 years	6.0	5.4	6.4	6.2	6.6	6.5	6.4	7.8	7.1	7.2	5.6	5.2	5.6	6.8	5.7
	More than 10 years	6.3	5.6	6.4	6.2	6.8	6.3	6.4	7.8	7.3	7.4	5.8	5.4	5.1	6.5	5.4
Own/Rent	Own	6.2	5.5	6.5	6.2	6.8	6.5	6.4	7.8	7.3	7.3	5.8	5.4	5.3	6.7	5.6
	Rent/Lease	6.4	6.1	4.5	4.5	4.9	5.0	5.2	5.5	5.2	5.3	4.6	5.2	5.1	4.4	3.7
Residence Type	Single family (less than 1 acre lot)	6.1	5.4	6.5	6.3	6.9	6.4	6.3	7.8	7.4	7.4	5.7	5.4	5.2	6.6	5.4
	Single family (1-5 acre lot)	6.2	6.0	5.4	5.1	5.7	6.1	6.3	7.2	6.6	6.6	5.3	5.0	5.3	6.6	5.6
	Single family (5+ acre lot)	5.3	5.7	6.4	6.6	6.3	6.2	6.0	7.5	7.0	6.4	5.8	5.0	5.7	7.3	7.3
	Apartment	6.6	6.5	5.0	5.8	5.3	5.1	6.0	6.8	6.6	6.6	5.2	5.8	6.3	4.4	3.8
	Manufactured home	6.4	6.4	6.3	6.5	6.8	7.0	6.5	7.5	8.0	8.0	6.7	6.3	4.8	6.8	7.0
	Multifamily	6.5	6.5	6.2	5.8	6.8	6.1	6.2	7.7	7.5	7.6	5.5	5.3	5.3	6.5	5.0
	Other	7.0	5.3	6.0	6.0	7.0	7.5	5.5	7.7	6.0	7.3	6.5	6.5	5.3	7.0	6.0
Employment Location	Yes	6.1	5.3	6.4	6.2	6.9	6.3	6.4	7.8	7.5	7.6	5.3	5.2	4.9	6.3	5.4
	No, a different community	6.1	5.4	6.1	5.9	6.5	6.2	6.1	7.5	7.0	7.0	5.6	5.3	5.2	6.6	5.4
	I am unemployed	5.9	5.3	4.8	4.5	4.6	4.6	5.0	5.9	5.3	5.5	4.9	5.0	4.4	4.8	4.1
	I am retired	6.5	6.2	6.9	6.8	7.2	6.8	6.8	8.1	7.8	7.8	6.2	5.9	5.7	6.7	5.9
Own/Manage Business	Yes	7.0	6.1	6.9	6.6	7.5	7.5	7.4	8.2	7.7	7.8	6.2	5.9	5.5	6.8	6.4
	No	6.0	5.5	6.2	6.0	6.6	6.2	6.2	7.6	7.3	7.3	5.6	5.3	5.1	6.5	5.3
Age	Under 18	4.0	5.0	-	-	-	5.0	4.0	8.0	8.0	8.0	-	-	-	-	-
	18 to 24	7.5	5.7	4.8	6.0	5.0	7.3	6.0	6.3	5.0	6.0	5.2	6.8	5.8	5.2	3.8
	25 to 34	6.0	5.3	5.2	5.2	5.8	5.6	5.8	6.8	6.3	6.2	5.0	5.0	4.8	6.7	5.5
	35 to 44	5.8	5.4	6.2	6.1	6.5	6.5	6.3	7.2	6.8	6.8	6.0	5.9	5.6	6.5	5.5
	45 to 54	6.3	5.5	6.1	5.7	6.6	6.0	6.2	7.8	7.2	7.4	5.4	5.0	5.0	6.7	5.3
	55 to 64	6.2	5.5	6.4	6.3	6.7	6.1	6.1	7.7	7.3	7.4	5.7	5.4	5.0	6.3	5.2
	65 or over	6.4	6.0	7.0	6.6	7.2	7.0	7.0	8.2	8.0	7.9	6.0	5.6	5.6	6.6	6.0
Education	Some high school or less	6.8	6.3	6.3	5.0	5.7	5.3	5.3	5.3	5.3	5.0	4.5	3.0	3.8	5.3	5.0
	High school graduate	6.1	5.6	6.1	6.3	6.3	6.2	5.7	7.0	6.3	6.6	4.8	5.2	4.7	5.4	4.3
	Some college	6.4	5.8	6.4	6.1	6.6	6.4	6.3	7.6	7.2	7.2	5.8	5.6	5.4	6.2	5.5
	College graduate	6.2	5.6	6.4	6.1	6.7	6.3	6.4	7.7	7.4	7.4	5.8	5.5	5.3	6.8	5.7
	Graduate degree(s)	6.0	5.4	6.2	6.1	6.8	6.4	6.5	8.0	7.5	7.5	5.6	5.3	5.2	6.9	5.3
Household Income	$25,000 or less	6.5	6.5	5.7	5.7	6.0	5.7	6.4	6.9	6.5	6.3	6.6	6.7	5.5	5.3	4.5
	$25,001 to $50,000	6.3	5.5	6.5	6.3	6.7	6.5	6.1	7.3	6.7	7.1	5.6	5.6	5.6	6.0	5.1
	$50,001 to $100,000	6.4	5.9	6.2	6.1	6.6	6.3	6.2	7.7	7.3	7.3	5.8	5.4	5.2	6.5	5.6
	Over $100,000	5.9	5.2	6.3	5.9	6.7	6.3	6.5	8.0	7.6	7.6	5.5	5.1	5.1	7.1	5.6
Marital Status	Single	6.3	5.6	6.0	5.8	6.2	6.1	6.0	7.0	6.4	6.6	5.7	5.4	5.1	6.3	5.1
	Married/living with partner	6.2	5.6	6.3	6.1	6.7	6.3	6.3	7.7	7.3	7.3	5.7	5.4	5.2	6.6	5.5
	Widowed/separated/ divorced	6.2	5.8	7.0	6.6	7.4	6.8	7.0	8.3	7.8	7.9	6.0	5.8	5.7	6.5	5.5
Household Members	Child(ren) age 12 or under	6.1	5.7	6.0	6.0	6.4	6.2	6.2	7.5	6.9	7.1	5.9	5.4	5.4	6.6	5.6
	Child(ren) over age 12	6.4	5.4	6.1	5.8	6.8	6.2	6.3	7.5	7.2	7.4	5.7	5.3	5.1	6.5	5.5
	Parent age 65 or older	6.5	5.7	5.6	5.5	6.2	6.1	5.7	7.4	6.9	6.7	5.5	5.3	4.9	5.5	5.0
	None of these	6.2	5.6	6.5	6.3	6.8	6.5	6.5	7.8	7.4	7.5	5.7	5.5	5.3	6.7	5.4
Number in Household	1	6.3	5.7	6.8	6.5	7.1	6.6	6.6	7.9	7.5	7.6	6.1	5.9	5.8	6.9	5.8
	2	6.1	5.7	6.3	6.2	6.6	6.3	6.3	7.7	7.3	7.3	5.5	5.3	5.0	6.4	5.3
	3	6.3	5.5	5.9	5.7	6.4	5.9	6.0	7.4	6.8	6.8	5.6	5.3	5.1	6.2	5.2
	4	5.8	5.2	6.0	6.0	6.5	6.3	6.2	7.6	7.2	7.3	5.5	5.0	5.0	6.7	5.5
	5	6.5	5.5	6.1	6.0	7.3	6.5	6.3	7.9	7.5	7.8	5.8	5.6	6.1	6.9	5.9
	6	7.3	6.5	6.3	6.2	7.0	6.5	6.6	6.8	6.7	7.0	6.7	6.5	5.5	7.3	5.9
	7	7.3	5.8	3.3	3.3	3.3	6.0	5.3	5.0	3.0	3.5	6.7	6.0	4.5	3.5	4.5
	8 or more	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gender	Male	6.1	5.5	6.2	5.9	6.5	6.4	6.4	7.6	7.3	7.3	5.6	5.3	5.1	6.7	5.5
	Female	6.2	5.7	6.5	6.4	7.0	6.3	6.3	7.8	7.3	7.5	5.8	5.6	5.4	6.5	5.5
Ethnicity	American Indian/Alaska Native/Hawaiian	7.7	7.2	7.4	7.8	8.8	5.3	6.6	8.0	8.0	7.0	7.8	7.5	6.0	5.3	4.8
	Asian	6.0	5.5	7.2	6.4	7.1	8.3	7.6	8.5	8.0	8.4	6.5	6.5	6.6	7.1	6.0
	Black/African American	6.3	5.4	6.3	6.3	6.7	6.4	6.6	7.5	6.5	7.1	5.7	5.7	5.5	6.2	5.5
	Hispanic/Latino	6.8	4.6	5.3	4.8	5.9	5.7	5.7	7.7	7.5	7.3	4.9	5.0	5.1	7.1	5.0
	White/Caucasian	6.2	5.6	6.3	6.1	6.6	6.3	6.3	7.7	7.3	7.3	5.7	5.3	5.2	6.7	5.5
	Other	6.0	5.6	6.0	5.8	6.4	5.0	5.7	6.6	6.0	6.4	6.2	6.3	4.9	5.6	5.2
School District	Ypsilanti	6.6	6.3	6.2	6.2	6.5	6.0	6.1	7.4	6.9	7.1	5.8	5.7	5.3	6.1	5.0
	Lincoln	6.6	5.5	6.3	6.2	6.8	6.5	6.6	7.9	7.6	7.8	6.2	5.9	5.6	7.0	6.1
	Van Buren	6.0	5.6	5.9	5.5	6.5	6.6	5.9	7.0	6.2	6.2	5.2	5.4	4.9	5.5	4.7
Tract Cluster	410100	5.7	5.0	3.0	3.0	3.5	4.0	4.0	5.0	5.0	4.0	3.5	3.7	4.3	5.7	5.7
	410400, 0500	8.0	7.4	6.5	6.5	7.0	6.3	6.8	7.9	7.4	7.5	6.2	6.2	5.8	6.7	5.4
	411200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	412100, 1900	6.2	6.5	6.0	6.3	6.4	6.0	5.6	7.1	6.6	7.2	5.9	5.8	5.3	5.5	4.3
	412000	6.6	5.5	5.8	5.7	5.9	5.8	5.8	6.6	6.1	6.5	5.4	5.7	5.5	6.3	5.3
	412300	5.2	3.6	5.9	5.1	5.7	6.3	5.3	5.9	4.9	5.4	4.1	5.0	4.0	4.3	3.5
	411700	4.5	4.1	6.9	6.5	7.0	5.9	6.2	8.1	7.1	7.4	5.4	4.4	3.9	6.4	5.8
	984000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	413000	6.0	6.4	6.3	6.4	7.3	7.1	7.1	7.8	7.0	6.9	5.9	5.9	5.1	6.2	5.9
	412600	4.0	5.7	6.7	6.0	7.7	6.0	5.5	8.3	8.3	8.3	5.3	5.0	6.0	4.5	3.5
	412700	7.1	6.0	6.3	6.3	7.0	6.4	6.7	8.1	7.7	7.9	6.6	6.2	5.9	6.9	6.2
	413403	6.8	5.5	5.4	5.1	5.2	6.0	5.3	7.0	6.3	6.9	5.3	4.7	5.2	6.9	5.0
	413401, 402	6.7	5.4	6.6	6.5	7.0	6.7	7.0	8.0	7.8	8.1	6.4	6.0	5.8	7.2	6.4
	413200	5.7	5.6	6.4	5.7	6.5	6.4	5.6	7.6	7.2	6.6	4.9	4.8	4.6	6.8	5.6
Sample Type	Mail Sample	6.3	5.5	6.1	5.9	6.4	6.2	6.3	7.3	6.7	7.1	5.8	5.6	5.2	6.3	5.3
	Emailed Sample	6.8	6.2	6.4	6.3	6.9	6.4	6.3	7.8	7.5	7.5	5.9	5.8	5.6	6.5	5.5

2018 Ypsilanti Charter Township Community Engagement for Planning

Combined Results

		Affordability of housing	Availability of jobs	Stability of property values	Strength of local economy	Facilities meet your needs	Facility maintenance	Quality of recreational programs	Variety of recreational programs	Ypsilanti Charter Township overall satisfaction	Your local school district satisfaction	Washtenaw County government satisfaction	State of Michigan government satisfaction	A safe place to live	Enjoyable place for children	Enjoyable place for young adults (under 40)	Enjoyable place for senior citizens (over 64)
2018 Scores		**6.3**	**5.4**	**6.5**	**6.2**	**7.1**	**7.1**	**6.8**	**6.6**	**7.5**	**5.3**	**6.6**	**5.7**	**6.8**	**6.8**	**6.5**	**6.8**
Sample Overall		**6.1**	**5.4**	**6.5**	**6.1**	**7.4**	**7.2**	**6.9**	**6.8**	**7.4**	**5.3**	**6.6**	**5.8**	**6.9**	**6.9**	**6.6**	**6.8**
Non-sample Overall		**6.5**	**5.4**	**6.5**	**6.3**	**6.7**	**6.9**	**6.6**	**6.4**	**7.5**	**5.2**	**6.4**	**5.5**	**6.7**	**6.7**	**6.3**	**6.8**
2009 Scores		**5.6**				**7.6**	**7.6**	**7.4**	**7.3**	**6.8**				**6.2**	**6.5**	**6.1**	**6.5**
Residency	One year or less	6.8	6.2	7.9	6.6	7.4	7.7	7.5	7.4	7.4	6.5	6.1	5.9	6.7	7.3	7.1	7.5
	1-5 years	6.3	5.2	6.3	6.2	6.8	6.8	6.5	6.3	7.2	5.0	6.5	5.3	6.9	6.8	6.4	7.2
	6-10 years	6.6	5.8	7.0	6.4	7.2	7.3	7.3	7.3	7.4	6.1	6.8	5.5	7.0	6.9	6.8	7.1
	More than 10 years	6.2	5.3	6.3	6.1	7.1	7.1	6.7	6.5	7.6	5.1	6.5	5.8	6.7	6.8	6.4	6.7
Own/Rent	Own	6.5	5.6	6.6	6.4	7.2	7.3	6.9	6.8	7.5	5.4	6.7	5.9	6.9	6.9	6.7	6.9
	Rent/Lease	4.1	4.0	4.3	3.8	6.5	6.1	6.2	5.5	5.8	5.5	5.2	4.5	5.5	5.7	5.6	6.0
Residence Type	Single family (less than 1 acre lot)	6.4	5.4	6.5	6.2	7.1	7.1	6.8	6.7	7.5	5.2	6.6	5.6	6.8	6.8	6.4	6.7
	Single family (1-5 acre lot)	6.3	5.8	6.9	6.5	6.9	7.1	6.8	6.8	7.3	5.6	6.0	5.8	7.2	7.3	6.8	7.2
	Single family (5+ acre lot)	6.4	5.7	5.9	6.8	7.6	7.4	7.1	7.3	6.3	5.7	7.0	6.3	7.8	7.3	7.3	7.7
	Apartment	4.1	3.6	4.8	3.8	7.3	7.0	6.5	5.5	5.3	4.0	4.8	4.4	6.0	6.7	6.3	6.9
	Manufactured home	6.8	6.7	6.7	6.3	6.0	7.0	6.0	6.0	8.0	8.0	7.5	7.4	6.2	6.3	6.3	6.2
	Multifamily	6.2	5.3	6.2	5.8	7.5	7.5	6.8	6.5	7.8	5.0	6.8	5.9	6.8	6.1	5.9	7.1
	Other	6.0	6.0	6.0	6.5	6.0	6.0	6.0	6.0	7.3	5.7	5.7	5.3	6.0	6.0	5.5	5.5
Employment Location	Yes	5.5	5.4	6.2	6.3	6.8	6.8	6.6	6.3	7.7	5.0	6.3	5.5	6.6	6.4	6.0	6.5
	No, a different community	6.5	5.3	6.4	6.1	7.0	7.0	6.6	6.5	7.2	5.2	6.4	5.6	6.7	6.8	6.4	6.6
	I am unemployed	5.0	4.0	4.8	4.0	6.3	6.1	5.7	5.5	6.6	4.7	4.8	5.0	6.2	6.3	6.2	6.2
	I am retired	6.5	6.0	6.8	6.8	7.7	7.6	7.4	7.2	8.0	5.8	7.2	6.1	7.2	7.3	7.0	7.2
Own/Manage Business	Yes	6.3	6.5	7.0	7.2	7.4	7.4	7.0	6.8	7.8	5.3	7.0	5.6	7.0	6.7	6.7	7.2
	No	6.4	5.3	6.4	6.1	7.0	7.1	6.7	6.6	7.4	5.3	6.5	5.6	6.8	6.8	6.4	6.8
Age	Under 18	9.0	-	-	-	-	-	-	-	9.0	-	-	-	6.0	-	-	4.0
	18 to 24	4.3	4.4	6.0	4.0	7.0	5.5	7.5	7.5	6.0	6.0	4.3	3.2	5.2	5.5	6.0	6.2
	25 to 34	6.6	5.4	6.1	5.6	6.5	6.3	6.0	6.0	7.0	4.8	6.1	4.9	6.5	6.5	6.2	6.4
	35 to 44	6.5	5.4	6.3	6.0	6.9	7.0	6.9	6.8	7.0	5.3	6.4	5.4	6.5	6.5	6.4	6.6
	45 to 54	6.4	5.2	6.7	6.3	7.1	7.0	6.5	6.3	7.4	5.1	6.5	5.7	6.9	7.0	6.5	6.8
	55 to 64	5.8	5.2	6.2	6.0	7.1	7.2	6.7	6.5	7.5	5.1	6.4	5.4	6.8	6.8	6.4	6.6
	65 or over	6.4	6.1	6.8	6.8	7.7	7.6	7.4	7.2	8.0	5.9	7.1	6.4	7.2	7.1	6.8	7.3
Education	Some high school or less	4.3	4.3	5.8	5.8	6.5	4.7	5.7	5.0	5.0	5.5	5.8	5.3	6.0	5.5	6.7	6.8
	High school graduate	5.4	5.4	6.0	5.8	6.0	6.0	6.0	5.7	7.3	5.0	6.1	5.7	5.9	5.9	6.2	6.4
	Some college	6.2	5.6	6.4	6.1	7.2	7.2	7.1	7.0	7.4	5.4	6.6	5.8	6.6	6.6	6.6	6.8
	College graduate	6.4	5.5	6.5	6.3	6.9	7.0	6.6	6.7	7.5	5.4	6.5	5.9	6.8	6.9	6.4	6.7
	Graduate degree(s)	6.5	5.2	6.6	6.3	7.5	7.5	7.0	6.6	7.6	5.0	6.6	5.4	7.2	7.2	6.5	7.1
Household Income	$25,000 or less	5.3	4.7	5.7	5.0	6.5	6.0	6.2	6.2	7.0	5.6	5.8	4.9	6.1	5.7	6.1	6.4
	$25,001 to $50,000	5.7	5.5	6.1	5.9	6.9	6.9	6.9	6.5	7.3	5.3	6.5	5.2	6.4	6.5	6.3	6.3
	$50,001 to $100,000	6.1	5.6	6.5	6.4	6.9	7.0	6.5	6.6	7.5	5.1	6.5	5.7	6.9	6.9	6.6	6.9
	Over $100,000	7.0	5.5	6.7	6.4	7.5	7.5	7.2	7.0	7.6	5.4	6.7	5.9	7.0	7.0	6.5	7.0
Marital Status	Single	5.6	5.0	6.3	5.9	6.6	6.6	6.1	5.9	7.0	5.6	6.2	5.2	6.4	6.3	6.0	6.7
	Married/living with partner	6.5	5.5	6.5	6.2	7.1	7.1	6.9	6.7	7.5	5.1	6.5	5.6	6.9	6.9	6.6	6.9
	Widowed/separated/ divorced	6.0	5.7	6.3	6.5	7.4	7.5	7.2	7.1	7.8	6.0	7.2	6.2	6.9	6.7	6.5	6.8
Household Members	Child(ren) age 12 or under	6.6	5.3	6.4	6.0	7.0	6.9	6.8	6.8	7.2	5.1	6.1	5.4	6.7	6.9	6.8	6.8
	Child(ren) over age 12	6.2	5.3	6.5	6.4	7.2	7.2	6.9	6.7	7.2	5.3	6.5	6.0	6.9	6.9	6.4	6.7
	Parent age 65 or older	5.6	4.9	5.9	5.6	6.1	5.9	6.0	6.1	6.9	4.6	5.7	5.9	5.8	6.1	5.5	5.7
	None of these	6.4	5.7	6.6	6.3	7.2	7.3	6.9	6.7	7.7	5.3	6.7	5.6	6.9	6.9	6.6	7.0
Number in Household	1	6.5	5.8	6.6	6.7	7.5	7.4	6.9	6.9	8.0	6.1	7.3	6.0	7.0	7.0	6.6	7.1
	2	6.1	5.4	6.5	6.0	7.1	7.1	6.7	6.5	7.5	4.9	6.4	5.4	6.7	6.7	6.4	6.8
	3	6.1	5.4	6.5	6.3	6.6	6.6	6.6	6.3	7.3	5.4	6.5	5.5	6.8	6.9	6.7	7.0
	4	6.6	5.3	6.3	6.1	7.3	7.3	6.9	6.7	7.2	5.1	6.6	6.0	6.9	6.8	6.5	6.8
	5	6.3	5.7	6.9	6.4	6.9	7.0	7.0	7.2	7.3	5.8	5.8	5.6	6.9	7.0	6.3	6.3
	6	6.8	5.0	6.8	6.6	7.4	7.4	6.6	6.7	7.5	6.0	5.7	6.1	7.1	7.3	6.9	6.5
	7	4.3	5.0	5.3	5.0	6.0	5.8	6.3	6.3	6.3	6.5	4.0	5.3	5.0	5.8	5.5	5.3
	8 or more	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gender	Male	6.5	5.5	6.6	6.4	7.0	7.0	6.5	6.4	7.4	5.3	6.4	5.7	6.9	6.7	6.4	6.8
	Female	6.2	5.5	6.5	6.1	7.3	7.3	7.1	6.9	7.5	5.3	6.7	5.7	6.8	6.9	6.6	6.9
Ethnicity	American Indian/Alaska Native/Hawaiian	3.8	3.5	6.4	5.8	7.7	6.2	7.0	6.8	7.3	6.5	7.3	5.3	7.7	6.8	7.3	7.4
	Asian	6.8	6.0	7.2	7.5	7.7	8.0	7.0	6.8	8.7	7.0	6.7	7.5	7.7	8.0	8.1	8.1
	Black/African American	5.6	5.1	6.2	5.9	7.0	7.2	6.6	6.7	7.5	5.5	6.8	6.0	7.4	7.3	6.6	7.1
	Hispanic/Latino	6.6	4.9	6.0	6.1	8.0	7.0	8.0	8.2	8.1	4.8	7.7	6.4	7.6	7.3	7.0	7.8
	White/Caucasian	6.5	5.6	6.6	6.2	7.1	7.1	6.8	6.6	7.4	5.2	6.4	5.5	6.7	6.7	6.5	6.7
	Other	5.0	4.9	5.6	5.5	6.6	6.5	6.2	5.9	6.6	4.9	6.1	4.8	6.3	6.0	5.6	6.4
School District	Ypsilanti	5.6	5.1	6.1	5.7	7.0	6.7	6.4	6.3	7.1	4.4	6.2	5.6	6.4	6.3	6.3	6.5
	Lincoln	6.7	5.9	7.0	6.8	7.9	7.8	7.5	7.4	7.8	6.2	7.2	6.1	7.5	7.7	7.1	7.3
	Van Buren	5.6	4.6	5.8	5.3	6.9	7.0	6.9	6.3	7.3	5.4	6.5	5.7	6.1	6.1	5.9	6.3
Tract Cluster	410100	5.5	5.0	5.7	6.0	6.7	6.7	5.5	5.0	4.0	4.0	3.5	5.5	6.8	6.0	6.3	7.0
	410400, 0500	5.9	5.6	7.2	6.7	7.6	7.1	6.9	6.5	8.0	5.6	6.6	6.0	7.3	7.3	7.1	7.5
	411200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	412100, 1900	5.6	4.7	5.3	5.2	6.8	6.5	6.4	6.9	6.8	4.0	5.5	5.2	5.8	5.6	6.1	5.9
	412000	6.1	5.6	5.6	5.4	6.6	6.4	6.4	6.5	6.9	5.3	6.9	6.3	5.9	5.6	5.9	6.1
	412300	4.0	3.9	5.1	4.3	6.0	5.9	6.8	6.4	6.9	5.6	6.4	5.4	4.9	5.0	5.1	4.8
	411700	5.6	5.3	6.2	5.8	7.3	7.1	6.3	6.1	6.8	3.4	6.5	5.5	5.8	6.3	5.8	6.1
	984000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	413000	6.5	5.3	5.8	5.8	7.3	7.3	6.5	6.1	7.5	4.6	6.5	5.8	6.4	6.8	5.7	6.4
	412600	6.0	3.5	8.0	6.0	7.5	8.0	7.0	4.5	7.3	6.5	6.0	5.7	7.0	7.0	7.0	8.0
	412700	6.4	5.8	7.4	6.7	8.0	8.0	7.4	7.3	8.0	5.6	6.9	5.7	7.5	7.8	7.5	7.1
	413403	5.7	4.8	5.4	5.6	6.7	6.6	6.2	5.0	6.9	3.0	6.7	5.9	7.4	6.5	6.0	6.8
	413401, 402	6.9	6.2	7.2	7.0	7.9	7.9	7.6	7.6	8.0	6.3	7.5	6.4	7.7	7.9	7.1	7.6
	413200	6.6	5.4	6.1	6.2	7.8	7.3	7.2	7.0	7.3	6.5	6.3	5.7	6.6	6.6	6.6	7.0
Sample Type	Mail Sample	5.9	5.3	6.2	5.9	7.2	7.1	6.9	6.8	7.4	5.3	6.8	5.7	6.8	6.9	6.6	6.7
	Emailed Sample	6.3	5.5	6.7	6.4	7.5	7.4	7.0	6.8	7.4	5.3	6.5	6.0	7.0	6.9	6.6	6.9

2018 Ypsilanti Charter Township Community Engagement for Planning

Combined Results

		Enjoyable place for people to visit	Physically attractive/great curb appeal	A great place for families	A great place to have a business	Growing responsibly	A safe place to bike and walk	A safe place to walk at night	A perfect community for me	Recommend the Township as a place to live	Remain living in the Township five years from now	Be a community volunteer	Encourage someone to start a business in the Township	Support the current Township government administration
2018 Scores		**6.1**	**5.9**	**6.7**	**6.1**	**6.4**	**5.8**	**4.8**	**6.4**	**6.7**	**7.3**	**5.8**	**5.8**	**7.0**
Sample Overall		**6.2**	**6.0**	**6.8**	**6.1**	**6.4**	**6.1**	**5.0**	**6.4**	**6.6**	**7.1**	**5.4**	**5.6**	**6.9**
Non-sample Overall		**6.0**	**5.7**	**6.7**	**6.1**	**6.4**	**5.3**	**4.5**	**6.3**	**6.8**	**7.5**	**6.3**	**6.0**	**7.1**
2009 Scores			**6.1**		**5.3**	**6.0**				**6.2**	**7.0**	**5.3**	**5.2**	**6.5**
Residency	One year or less	6.8	6.3	7.3	6.6	6.5	5.8	4.7	5.9	6.7	7.2	6.8	6.4	7.1
	1-5 years	6.1	5.8	6.8	6.2	6.5	5.7	4.5	6.3	6.8	6.5	6.0	5.7	6.6
	6-10 years	6.3	6.3	6.9	6.1	6.7	5.5	5.4	6.6	7.2	7.4	5.7	6.2	7.2
	More than 10 years	6.1	5.8	6.6	6.1	6.4	5.8	4.7	6.3	6.6	7.4	5.7	5.7	7.0
Own/Rent	Own	6.2	6.0	6.8	6.2	6.5	5.9	4.9	6.4	6.8	7.3	5.7	5.7	6.9
	Rent/Lease	5.2	4.6	5.3	4.8	5.2	4.9	3.7	5.1	5.1	5.7	4.8	4.9	5.9
Residence Type	Single family (less than 1 acre lot)	6.1	5.8	6.7	6.1	6.5	5.8	4.9	6.4	6.7	7.3	5.7	5.7	7.0
	Single family (1-5 acre lot)	6.6	6.1	7.0	6.8	6.3	5.6	4.7	6.6	7.0	7.5	6.3	6.5	6.7
	Single family (5+ acre lot)	7.1	7.0	7.1	7.2	6.4	6.8	5.1	7.4	7.0	7.1	7.3	6.0	6.0
	Apartment	5.7	5.4	5.6	4.4	5.7	5.5	3.6	5.6	5.8	6.4	3.9	5.1	7.2
	Manufactured home	6.3	6.0	5.8	6.3	6.3	5.8	4.0	5.2	6.2	6.6	5.8	7.3	7.0
	Multifamily	6.1	6.2	6.8	5.6	6.3	6.0	3.9	6.2	6.6	7.4	6.2	6.0	7.6
	Other	6.0	6.3	5.5	5.5	5.5	5.5	4.7	6.0	6.0	8.7	3.5	5.5	7.3
Employment Location	Yes	6.0	5.1	6.1	6.0	6.0	5.0	4.0	5.8	6.4	7.1	6.2	6.1	7.5
	No, a different community	5.9	5.7	6.7	6.0	6.3	5.6	4.9	6.2	6.6	6.9	5.8	5.6	6.7
	I am unemployed	5.7	5.3	6.1	4.9	5.7	5.8	4.5	5.7	5.6	6.1	4.3	3.8	4.9
	I am retired	6.8	6.7	7.3	6.8	7.0	6.5	5.0	6.9	7.1	8.3	5.6	6.3	7.6
Own/Manage Business	Yes	6.5	5.8	6.7	6.5	6.7	6.0	4.8	6.4	6.9	6.8	6.6	7.0	7.9
	No	6.1	5.8	6.7	6.1	6.4	5.7	4.8	6.3	6.7	7.2	5.7	5.7	6.9
Age	Under 18	4.0	4.0	6.0	7.0	7.0	6.0	-	6.0	6.0	6.0	3.0	8.0	8.0
	18 to 24	4.7	4.2	4.7	3.2	3.0	5.2	2.4	3.5	4.0	5.7	6.4	3.4	6.0
	25 to 34	5.5	5.1	6.3	5.4	5.6	5.6	4.4	5.7	6.4	5.9	5.4	5.0	5.3
	35 to 44	6.0	5.7	6.6	6.0	6.2	5.6	5.2	6.2	6.5	6.7	6.0	5.9	6.8
	45 to 54	6.1	5.8	6.8	6.3	6.6	5.5	5.0	6.6	6.9	7.3	6.1	6.1	7.1
	55 to 64	6.2	5.8	6.6	6.0	6.4	5.7	4.5	6.3	6.6	7.4	5.7	5.7	7.1
	65 or over	6.6	6.6	7.2	6.8	7.0	6.4	4.9	6.8	7.0	8.2	5.6	6.1	7.5
Education	Some high school or less	5.0	5.0	5.7	6.3	5.7	6.0	5.3	6.5	4.8	7.5	5.0	5.4	5.8
	High school graduate	5.5	5.3	6.0	5.6	5.7	5.5	4.4	5.8	5.6	6.5	4.0	4.7	6.6
	Some college	6.3	5.8	6.5	6.1	6.2	5.9	4.5	6.1	6.4	7.4	5.1	5.7	7.0
	College graduate	5.9	5.9	6.8	6.3	6.5	5.7	4.9	6.5	6.8	7.2	6.1	6.0	6.8
	Graduate degree(s)	6.5	6.0	7.1	6.2	6.7	5.8	5.0	6.5	7.2	7.5	6.5	6.0	7.3
Household Income	$25,000 or less	5.9	5.3	6.3	6.3	5.9	5.7	4.7	5.9	5.8	7.0	4.7	5.4	6.7
	$25,001 to $50,000	5.9	5.8	6.1	5.8	6.4	5.8	4.4	6.3	6.5	7.8	5.1	6.0	6.8
	$50,001 to $100,000	6.3	5.9	6.8	6.2	6.4	5.9	4.9	6.5	6.9	7.4	6.0	5.8	7.1
	Over $100,000	6.1	5.8	6.9	6.3	6.6	5.5	4.9	6.3	6.8	7.0	6.1	5.9	7.0
Marital Status	Single	5.9	5.8	6.4	5.9	6.2	5.9	5.0	6.4	6.3	7.1	5.2	5.5	6.3
	Married/living with partner	6.2	5.8	6.8	6.2	6.4	5.7	4.8	6.3	6.8	7.2	5.8	5.9	7.0
	Widowed/separated/ divorced	6.4	6.4	6.9	5.9	6.7	6.0	4.7	6.8	7.0	8.0	6.0	5.6	7.8
Household Members	Child(ren) age 12 or under	6.1	5.9	6.7	6.1	6.3	5.7	5.2	6.2	6.6	6.6	6.3	5.8	6.6
	Child(ren) over age 12	6.1	5.9	6.7	6.3	6.6	5.6	4.9	6.3	6.7	7.3	5.8	5.8	7.1
	Parent age 65 or older	5.5	4.9	6.0	5.3	6.3	5.6	4.3	5.7	6.2	7.7	5.2	6.2	6.4
	None of these	6.3	6.0	6.8	6.1	6.5	5.9	4.7	6.4	6.8	7.5	5.7	5.8	7.2
Number in Household	1	6.6	6.4	7.1	6.3	6.8	6.2	5.0	6.9	7.2	7.8	5.9	6.0	7.3
	2	6.0	5.7	6.5	5.9	6.2	5.7	4.5	6.1	6.6	7.4	5.5	5.5	7.0
	3	6.1	5.7	6.8	6.4	6.7	5.5	4.5	6.5	6.6	7.4	6.0	6.0	7.0
	4	6.1	5.9	6.8	6.1	6.3	5.9	5.3	6.2	6.8	6.6	6.1	6.0	6.8
	5	6.2	5.9	6.7	6.6	6.9	5.7	5.3	6.4	6.8	7.1	6.1	6.4	7.1
	6	5.6	5.8	7.3	6.3	6.3	6.1	5.2	6.9	7.4	8.0	6.0	6.5	6.7
	7	4.8	5.0	5.0	5.0	4.3	4.3	3.0	3.8	5.0	6.3	5.5	3.5	4.0
	8 or more	-	-	-	-	-	-	-	-	-	-	-	-	-
Gender	Male	6.2	5.9	6.8	6.3	6.4	6.1	5.1	6.5	6.8	7.4	5.7	5.7	6.9
	Female	6.2	5.9	6.7	6.1	6.5	5.6	4.6	6.3	6.7	7.3	5.8	5.8	7.1
Ethnicity	American Indian/Alaska Native/Hawaiian	7.8	6.7	7.7	7.0	6.2	6.3	6.0	7.8	7.7	8.3	5.6	6.6	7.6
	Asian	7.3	7.7	8.1	8.0	8.0	7.5	5.9	7.6	8.2	8.5	7.7	7.2	8.7
	Black/African American	6.6	6.7	7.0	6.4	6.8	6.6	6.1	6.6	7.3	7.1	6.2	6.7	7.5
	Hispanic/Latino	6.1	4.8	7.0	6.1	6.0	5.5	4.8	6.9	7.3	8.0	6.2	6.7	7.7
	White/Caucasian	6.1	5.8	6.7	6.0	6.4	5.6	4.5	6.3	6.6	7.4	5.7	5.6	6.9
	Other	5.4	5.0	6.0	5.4	5.4	5.5	4.4	5.9	5.8	5.9	5.5	4.9	5.7
School District	Ypsilanti	5.9	5.5	6.3	5.7	6.1	5.9	4.4	6.3	6.3	7.0	5.1	5.2	6.6
	Lincoln	6.7	6.6	7.4	6.7	7.1	6.5	5.7	6.9	7.2	7.4	5.8	6.2	7.2
	Van Buren	5.7	5.8	6.2	5.5	5.7	5.8	4.5	5.3	5.6	6.3	4.7	5.3	6.6
Tract Cluster	410100	7.3	6.7	7.3	7.0	7.0	6.3	5.0	7.0	6.5	7.0	3.0	6.8	6.0
	410400, 0500	6.8	6.3	7.1	6.7	6.9	6.2	4.8	6.9	7.3	7.9	5.5	5.8	7.1
	411200	-	-	-	-	-	-	-	-	-	-	-	-	-
	412100, 1900	5.3	4.6	5.7	5.1	5.3	6.0	4.2	5.8	5.6	6.8	4.5	4.1	6.6
	412000	5.4	5.0	5.8	5.6	5.6	5.5	4.6	5.8	5.8	6.7	5.0	6.0	6.9
	412300	4.8	5.0	4.7	4.6	5.5	4.8	3.8	4.4	4.3	4.2	3.2	4.0	5.6
	411700	5.5	5.5	6.2	5.6	5.9	6.1	4.0	6.2	5.9	6.6	5.8	5.5	6.2
	984000	-	-	-	-	-	-	-	-	-	-	-	-	-
	413000	5.6	5.5	6.6	5.8	5.8	6.2	5.1	5.9	5.9	7.3	6.1	6.2	7.4
	412600	6.5	7.3	7.7	4.0	2.0	6.3	4.0	5.7	6.7	6.7	5.0	1.0	5.0
	412700	6.8	6.8	7.4	7.2	7.3	7.0	5.8	7.3	7.5	7.8	5.7	6.5	7.5
	413403	6.9	6.5	6.8	5.6	5.8	5.1	3.9	6.2	6.5	6.8	6.5	3.2	5.8
	413401, 402	6.8	6.7	7.6	6.9	7.3	6.6	6.0	7.1	7.4	7.3	5.9	6.3	7.1
	413200	6.4	5.8	6.8	5.9	6.6	5.3	5.0	6.2	6.5	7.9	5.3	6.4	7.4
Sample Type	Mail Sample	6.1	6.0	6.6	5.8	6.2	6.1	4.9	6.2	6.4	6.8	5.3	5.4	6.7
	Emailed Sample	6.4	6.0	6.9	6.4	6.7	6.2	5.1	6.6	6.9	7.4	5.5	5.8	7.1

2018 Ypsilanti Charter Township Community Engagement for Planning

Combined Results

		Behavior Questions					
		Paid property taxes in the last 12 months?		How frequently do you use the Township parks and recreati...			
		Yes	No	Never	Fewer than 6 times a year	6-12 times a year	More than 12 times a year
2018 Scores		**88%**	**9%**	**14%**	**42%**	**19%**	**19%**
Sample Overall		**84%**	**11%**	**13%**	**41%**	**19%**	**21%**
Non-sample Overall		**92%**	**6%**	**15%**	**42%**	**18%**	**17%**
2009 Scores							
Residency	One year or less	50%	50%	14%	45%	23%	18%
	1-5 years	82%	13%	16%	43%	12%	25%
	6-10 years	86%	12%	11%	35%	28%	20%
	More than 10 years	92%	5%	14%	42%	18%	18%
Own/Rent	Own	93%	3%	12%	45%	18%	19%
	Rent/Lease	14%	86%	14%	51%	22%	14%
Residence Type	Single family (less than 1 acre lot)	91%	6%	12%	43%	20%	20%
	Single family (1-5 acre lot)	94%	6%	15%	35%	17%	21%
	Single family (5+ acre lot)	75%	13%	-	50%	13%	13%
	Apartment	7%	93%	20%	47%	13%	20%
	Manufactured home	60%	40%	60%	20%	20%	-
	Multifamily	86%	6%	25%	39%	14%	17%
	Other	100%	-	50%	50%	-	-
Employment Location	Yes	78%	19%	8%	36%	20%	27%
	No, a different community	90%	6%	13%	42%	21%	17%
	I am unemployed	65%	29%	12%	47%	18%	24%
	I am retired	90%	7%	19%	42%	12%	19%
Own/Manage Business	Yes	83%	14%	6%	42%	14%	25%
	No	88%	9%	13%	43%	20%	18%
Age	Under 18	100%	-	-	100%	-	-
	18 to 24	-	100%	33%	33%	-	33%
	25 to 34	77%	23%	6%	34%	23%	34%
	35 to 44	82%	13%	9%	35%	27%	22%
	45 to 54	92%	6%	15%	39%	22%	18%
	55 to 64	92%	4%	12%	53%	13%	14%
	65 or over	91%	6%	20%	40%	14%	18%
Education	Some high school or less	60%	40%	-	60%	40%	-
	High school graduate	77%	16%	23%	47%	14%	2%
	Some college	82%	13%	16%	42%	16%	19%
	College graduate	90%	7%	12%	44%	22%	17%
	Graduate degree(s)	93%	5%	13%	37%	17%	28%
Household Income	$25,000 or less	45%	55%	31%	38%	7%	17%
	$25,001 to $50,000	75%	20%	18%	45%	16%	16%
	$50,001 to $100,000	91%	5%	11%	42%	20%	17%
	Over $100,000	96%	2%	12%	41%	17%	26%
Marital Status	Single	70%	25%	19%	47%	16%	15%
	Married/living with partner	91%	6%	11%	40%	20%	21%
	Widowed/separated/ divorced	89%	9%	18%	49%	15%	15%
Household Members	Child(ren) age 12 or under	89%	10%	6%	29%	28%	33%
	Child(ren) over age 12	89%	8%	9%	44%	22%	19%
	Parent age 65 or older	74%	11%	26%	47%	5%	16%
	None of these	86%	10%	16%	45%	16%	16%
Number in Household	1	81%	15%	23%	47%	10%	15%
	2	89%	7%	15%	45%	17%	17%
	3	86%	9%	15%	47%	8%	22%
	4	90%	9%	6%	34%	31%	22%
	5	89%	11%	3%	29%	34%	32%
	6	100%	-	-	25%	38%	38%
	7	75%	25%	-	-	25%	75%
	8 or more	-	-	-	-	-	-
Gender	Male	89%	8%	13%	45%	19%	17%
	Female	85%	11%	15%	41%	18%	21%
Ethnicity	American Indian/Alaska Native/Hawaiian	83%	17%	-	67%	-	33%
	Asian	82%	9%	36%	9%	18%	18%
	Black/African American	79%	18%	9%	44%	18%	15%
	Hispanic/Latino	92%	8%	17%	17%	25%	25%
	White/Caucasian	89%	7%	15%	42%	18%	20%
	Other	83%	17%	4%	43%	26%	22%
School District	Ypsilanti	79%	15%	17%	42%	20%	18%
	Lincoln	94%	4%	9%	39%	17%	26%
	Van Buren	64%	29%	11%	54%	21%	11%
Tract Cluster	410100	25%	75%	25%	75%	-	-
	410400, 0500	90%	6%	10%	42%	15%	29%
	411200	-	-	-	-	-	-
	412100, 1900	78%	22%	24%	35%	22%	19%
	412000	75%	6%	13%	56%	19%	6%
	412300	58%	42%	8%	50%	25%	8%
	411700	79%	7%	7%	50%	43%	-
	984000	-	-	-	-	-	-
	413000	73%	13%	20%	53%	7%	13%
	412600	67%	33%	-	33%	67%	-
	412700	94%	6%	6%	29%	16%	29%
	413403	73%	9%	27%	18%	18%	27%
	413401, 402	95%	4%	8%	38%	18%	29%
	413200	95%	-	16%	58%	16%	5%
Sample Type	Mail Sample	79%	16%	12%	43%	19%	20%
	Emailed Sample	90%	7%	14%	39%	20%	22%

2018 Ypsilanti Charter Township Community Engagement for Planning

Combined Results

		Non Residential													
		What types of non-residential development does the Townsh...													
		Neighborhood commercial (cafe, beauty shop, corner store, etc.)	Regional commercial (big box, etc.)	General business offices	Industrial	Grocery stores	Medical (doctor/dentist offices)	Banks	Places of worship	Restaurants	Pubs/bars/brewery/meadery	Recreational (pool hall, entertainment, gyms, etc.)	Cultural (museums, theaters, galleries, gardens, etc.)	Lodging (hotels, bed and breakfast, etc.)	Specialty stores (shoes, sporting goods, etc.)
2018 Scores		**50%**	**22%**	**16%**	**13%**	**40%**	**14%**	**10%**	**7%**	**65%**	**32%**	**44%**	**59%**	**19%**	**39%**
Sample Overall		**48%**	**20%**	**17%**	**14%**	**38%**	**16%**	**12%**	**10%**	**63%**	**27%**	**43%**	**59%**	**21%**	**36%**
Non-sample Overall		**53%**	**26%**	**15%**	**11%**	**42%**	**12%**	**6%**	**3%**	**66%**	**37%**	**44%**	**59%**	**18%**	**42%**
2009 Scores															
Residency	One year or less	52%	19%	5%	10%	43%	10%	19%	-	62%	43%	62%	52%	19%	29%
	1-5 years	50%	21%	18%	10%	48%	21%	15%	5%	63%	34%	42%	60%	23%	44%
	6-10 years	57%	12%	10%	5%	28%	12%	10%	5%	63%	37%	48%	53%	20%	37%
	More than 10 years	49%	25%	17%	15%	40%	13%	8%	8%	65%	29%	42%	60%	18%	39%
Own/Rent	Own	50%	22%	17%	12%	40%	14%	9%	7%	66%	32%	42%	57%	18%	39%
	Rent/Lease	59%	19%	22%	19%	50%	16%	19%	6%	47%	22%	53%	69%	31%	31%
Residence Type	Single family (less than 1 acre lot)	50%	25%	15%	13%	38%	15%	9%	6%	68%	33%	44%	58%	19%	39%
	Single family (1-5 acre lot)	40%	9%	9%	9%	43%	4%	6%	6%	55%	36%	53%	51%	19%	34%
	Single family (5+ acre lot)	29%	29%	29%	29%	29%	14%	29%	43%	29%	43%	43%	43%	14%	71%
	Apartment	71%	29%	29%	14%	57%	29%	36%	14%	43%	21%	64%	71%	36%	43%
	Manufactured home	60%	-	-	-	20%	20%	-	-	80%	20%	40%	60%	20%	40%
	Multifamily	70%	13%	33%	13%	60%	13%	13%	7%	60%	13%	17%	73%	17%	33%
	Other	-	-	-	-	-	-	-	-	100%	-	-	100%	-	-
Employment Location	Yes	51%	24%	18%	22%	44%	19%	7%	9%	72%	35%	50%	74%	28%	49%
	No, a different community	49%	22%	18%	10%	35%	12%	10%	6%	65%	37%	48%	54%	12%	35%
	I am unemployed	80%	27%	20%	-	73%	20%	13%	27%	73%	20%	40%	80%	40%	40%
	I am retired	47%	22%	10%	15%	41%	16%	9%	6%	58%	17%	31%	57%	27%	41%
Own/Manage Business	Yes	36%	18%	15%	15%	42%	21%	3%	6%	67%	36%	48%	76%	27%	45%
	No	52%	23%	17%	13%	40%	13%	10%	7%	66%	33%	45%	59%	18%	39%
Age	Under 18	100%	-	-	-	100%	-	-	-	100%	-	-	-	-	100%
	18 to 24	40%	20%	20%	-	20%	20%	40%	-	60%	60%	80%	80%	20%	60%
	25 to 34	44%	12%	12%	7%	23%	14%	14%	-	65%	44%	60%	49%	19%	21%
	35 to 44	51%	30%	17%	12%	38%	11%	9%	6%	74%	48%	54%	63%	18%	41%
	45 to 54	57%	21%	16%	12%	39%	11%	7%	5%	67%	36%	44%	58%	12%	40%
	55 to 64	49%	20%	19%	13%	46%	18%	8%	13%	59%	27%	48%	60%	21%	39%
	65 or over	47%	24%	13%	16%	40%	14%	10%	6%	61%	15%	25%	58%	25%	41%
Education	Some high school or less	75%	25%	25%	-	75%	-	50%	25%	25%	-	50%	25%	-	50%
	High school graduate	37%	29%	9%	11%	49%	14%	9%	11%	63%	20%	31%	34%	11%	37%
	Some college	49%	23%	19%	19%	40%	16%	12%	6%	63%	29%	43%	60%	28%	49%
	College graduate	57%	23%	16%	10%	32%	13%	8%	5%	70%	38%	49%	60%	18%	36%
	Graduate degree(s)	46%	19%	15%	11%	46%	15%	8%	8%	61%	29%	40%	64%	17%	33%
Household Income	$25,000 or less	59%	26%	30%	7%	41%	15%	26%	4%	48%	22%	52%	67%	15%	48%
	$25,001 to $50,000	55%	24%	20%	21%	46%	19%	15%	9%	64%	26%	41%	58%	36%	44%
	$50,001 to $100,000	47%	20%	15%	12%	37%	13%	8%	8%	60%	30%	42%	58%	16%	42%
	Over $100,000	53%	23%	14%	11%	39%	13%	6%	6%	77%	41%	47%	61%	17%	33%
Marital Status	Single	55%	25%	16%	11%	41%	10%	21%	5%	55%	34%	49%	52%	16%	37%
	Married/living with partner	48%	20%	15%	11%	38%	15%	7%	8%	68%	33%	45%	60%	21%	39%
	Widowed/separated/ divorced	57%	25%	21%	18%	42%	16%	9%	6%	57%	25%	33%	58%	18%	40%
Household Members	Child(ren) age 12 or under	51%	16%	19%	8%	32%	14%	9%	4%	70%	42%	52%	62%	14%	41%
	Child(ren) over age 12	50%	24%	15%	15%	41%	12%	9%	11%	74%	32%	49%	60%	19%	44%
	Parent age 65 or older	50%	33%	6%	17%	39%	22%	22%	6%	67%	33%	50%	72%	33%	39%
	None of these	49%	20%	18%	12%	37%	13%	8%	6%	58%	29%	40%	58%	19%	35%
Number in Household	1	56%	26%	20%	13%	42%	14%	13%	7%	58%	29%	43%	62%	19%	36%
	2	48%	21%	15%	13%	40%	13%	6%	7%	60%	29%	38%	56%	21%	36%
	3	53%	26%	10%	7%	49%	14%	15%	7%	72%	35%	54%	57%	21%	38%
	4	56%	22%	18%	14%	33%	15%	10%	6%	72%	43%	47%	67%	17%	50%
	5	34%	18%	24%	21%	29%	16%	11%	11%	68%	32%	58%	58%	13%	45%
	6	67%	-	-	17%	17%	17%	17%	-	100%	33%	50%	33%	33%	33%
	7	75%	-	-	-	75%	-	-	25%	75%	-	-	100%	50%	-
	8 or more	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gender	Male	46%	29%	17%	19%	40%	13%	8%	6%	64%	35%	44%	52%	20%	37%
	Female	55%	17%	14%	7%	40%	14%	12%	7%	64%	29%	45%	65%	20%	40%
Ethnicity	American Indian/Alaska Native/Hawaiian	67%	17%	-	-	50%	17%	17%	-	33%	17%	67%	50%	33%	33%
	Asian	18%	-	27%	-	55%	36%	9%	9%	91%	27%	82%	36%	9%	18%
	Black/African American	50%	24%	26%	15%	47%	26%	23%	16%	66%	18%	52%	69%	26%	50%
	Hispanic/Latino	45%	27%	27%	-	36%	27%	-	-	73%	36%	55%	18%	-	45%
	White/Caucasian	51%	23%	15%	12%	38%	12%	8%	6%	65%	34%	41%	59%	18%	36%
	Other	48%	14%	14%	29%	38%	19%	5%	5%	52%	19%	43%	43%	19%	43%
School District	Ypsilanti	55%	21%	17%	15%	46%	18%	16%	13%	54%	21%	45%	62%	29%	34%
	Lincoln	38%	18%	13%	8%	26%	12%	8%	9%	71%	37%	42%	56%	13%	38%
	Van Buren	63%	26%	26%	37%	59%	26%	15%	-	67%	15%	44%	56%	19%	41%
Tract Cluster	410100	67%	-	33%	-	67%	33%	-	-	33%	33%	33%	33%	33%	33%
	410400, 0500	41%	10%	18%	15%	38%	13%	5%	13%	41%	23%	54%	64%	36%	26%
	411200	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	412100, 1900	50%	28%	19%	22%	44%	22%	28%	9%	50%	13%	34%	56%	22%	38%
	412000	53%	33%	20%	13%	40%	20%	13%	27%	73%	13%	67%	80%	47%	60%
	412300	38%	23%	23%	38%	46%	38%	15%	-	77%	15%	38%	54%	15%	38%
	411700	79%	29%	7%	14%	64%	-	7%	14%	79%	36%	29%	50%	7%	29%
	984000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	413000	85%	15%	31%	38%	85%	23%	31%	-	69%	23%	46%	38%	23%	23%
	412600	100%	100%	-	-	33%	-	-	-	33%	-	33%	100%	33%	100%
	412700	50%	21%	14%	11%	36%	21%	7%	18%	64%	29%	39%	61%	7%	29%
	413403	50%	-	-	-	38%	13%	13%	13%	63%	25%	50%	63%	13%	13%
	413401, 402	34%	17%	14%	7%	15%	7%	6%	4%	69%	41%	38%	52%	14%	38%
	413200	47%	20%	13%	13%	47%	20%	13%	13%	93%	47%	60%	67%	27%	67%
Sample Type	Mail Sample	48%	19%	17%	14%	38%	19%	14%	11%	67%	29%	43%	59%	19%	35%
	Emailed Sample	49%	20%	16%	14%	38%	13%	10%	8%	60%	26%	43%	58%	22%	38%

2018 Ypsilanti Charter Township Community Engagement for Planning

Combined Results

		Residential							
		What types of residential housing does the township need?...							
		Larger single family (+2,000 sq/ft)	Smaller single family (-2,000 sq/ft)	Assisted living	Independent senior housing	Townhomes	Small mutiple family (duplex, triplex, quadplex)	Multiple family condominium/apartments	More housing options in general
2018 Scores		**30%**	**46%**	**29%**	**44%**	**24%**	**14%**	**16%**	**33%**
Sample Overall		**30%**	**44%**	**28%**	**44%**	**21%**	**12%**	**14%**	**35%**
Non-sample Overall		**31%**	**49%**	**30%**	**44%**	**28%**	**18%**	**19%**	**30%**
2009 Scores									
Residency	One year or less	21%	36%	29%	50%	29%	36%	21%	71%
	1-5 years	31%	52%	26%	37%	24%	22%	19%	37%
	6-10 years	35%	53%	24%	25%	16%	7%	13%	35%
	More than 10 years	30%	44%	30%	48%	24%	13%	15%	30%
Own/Rent	Own	32%	48%	28%	45%	22%	12%	12%	28%
	Rent/Lease	33%	39%	33%	45%	36%	42%	36%	82%
Residence Type	Single family (less than 1 acre lot)	33%	48%	26%	41%	23%	12%	15%	31%
	Single family (1-5 acre lot)	27%	49%	39%	44%	24%	17%	17%	24%
	Single family (5+ acre lot)	67%	17%	33%	17%	17%	17%	17%	-
	Apartment	31%	31%	46%	69%	31%	46%	38%	92%
	Manufactured home	20%	20%	-	40%	20%	-	-	40%
	Multifamily	4%	41%	44%	74%	30%	30%	19%	48%
	Other	100%	-	-	-	-	-	-	-
Employment Location	Yes	33%	48%	34%	44%	34%	23%	22%	52%
	No, a different community	37%	52%	25%	33%	26%	15%	16%	27%
	I am unemployed	19%	38%	13%	44%	25%	25%	25%	56%
	I am retired	20%	36%	35%	65%	14%	7%	11%	32%
Own/Manage Business	Yes	38%	38%	41%	47%	16%	19%	19%	44%
	No	32%	49%	27%	42%	25%	15%	17%	33%
Age	Under 18	100%	100%	-	100%	-	-	-	-
	18 to 24	20%	40%	60%	60%	60%	100%	40%	80%
	25 to 34	54%	43%	11%	14%	24%	14%	19%	41%
	35 to 44	44%	60%	23%	23%	27%	14%	23%	31%
	45 to 54	38%	45%	29%	38%	33%	12%	15%	26%
	55 to 64	22%	50%	31%	46%	18%	19%	15%	32%
	65 or over	16%	35%	35%	68%	17%	7%	10%	36%
Education	Some high school or less	60%	20%	-	20%	-	-	20%	60%
	High school graduate	23%	42%	32%	52%	26%	26%	13%	45%
	Some college	34%	42%	30%	48%	20%	18%	19%	41%
	College graduate	33%	47%	29%	40%	22%	8%	15%	25%
	Graduate degree(s)	25%	51%	28%	45%	27%	17%	15%	32%
Household Income	$25,000 or less	19%	30%	33%	48%	22%	33%	30%	70%
	$25,001 to $50,000	32%	51%	34%	47%	25%	22%	18%	47%
	$50,001 to $100,000	24%	49%	28%	44%	23%	12%	14%	33%
	Over $100,000	43%	46%	23%	38%	23%	10%	16%	19%
Marital Status	Single	29%	39%	30%	51%	26%	23%	14%	48%
	Married/living with partner	33%	49%	27%	40%	21%	11%	16%	29%
	Widowed/separated/ divorced	19%	45%	30%	52%	28%	20%	17%	30%
Household Members	Child(ren) age 12 or under	58%	52%	18%	18%	26%	14%	21%	29%
	Child(ren) over age 12	40%	47%	29%	32%	28%	11%	19%	26%
	Parent age 65 or older	29%	47%	29%	59%	24%	24%	18%	53%
	None of these	21%	44%	27%	51%	22%	13%	12%	37%
Number in Household	1	17%	41%	32%	58%	21%	21%	14%	38%
	2	21%	45%	27%	51%	17%	11%	10%	35%
	3	42%	49%	35%	43%	29%	17%	22%	28%
	4	55%	46%	19%	22%	32%	13%	23%	25%
	5	28%	69%	34%	31%	34%	14%	24%	34%
	6	80%	40%	20%	20%	-	-	-	20%
	7	33%	-	-	-	-	33%	-	100%
	8 or more	-	-	-	-	-	-	-	-
Gender	Male	33%	47%	24%	38%	20%	12%	13%	28%
	Female	28%	46%	32%	49%	27%	16%	17%	35%
Ethnicity	American Indian/Alaska Native/Hawaiian	40%	40%	20%	60%	-	20%	40%	60%
	Asian	50%	50%	-	17%	-	-	33%	17%
	Black/African American	44%	31%	41%	45%	36%	22%	30%	44%
	Hispanic/Latino	20%	60%	20%	40%	30%	10%	10%	40%
	White/Caucasian	28%	48%	27%	44%	22%	13%	11%	30%
	Other	23%	36%	23%	36%	23%	5%	14%	55%
School District	Ypsilanti	29%	39%	31%	51%	21%	18%	16%	39%
	Lincoln	32%	46%	22%	36%	17%	3%	12%	29%
	Van Buren	25%	57%	39%	46%	36%	14%	11%	39%
Tract Cluster	410100	-	-	-	25%	50%	25%	25%	75%
	410400, 0500	19%	40%	31%	60%	26%	14%	10%	26%
	411200	-	-	-	-	-	-	-	-
	412100, 1900	44%	47%	34%	50%	16%	16%	19%	44%
	412000	25%	50%	31%	31%	25%	38%	25%	56%
	412300	38%	38%	54%	46%	38%	15%	23%	62%
	411700	17%	17%	33%	67%	8%	-	8%	25%
	984000	-	-	-	-	-	-	-	-
	413000	23%	77%	23%	38%	23%	15%	8%	23%
	412600	-	33%	33%	100%	67%	-	-	67%
	412700	27%	45%	18%	36%	18%	9%	9%	50%
	413403	30%	40%	20%	40%	-	10%	-	20%
	413401, 402	37%	43%	25%	33%	20%	2%	12%	22%
	413200	23%	62%	23%	46%	8%	-	15%	23%
Sample Type	Mail Sample	30%	42%	25%	42%	21%	16%	12%	41%
	Emailed Sample	30%	46%	31%	46%	21%	8%	15%	28%

2018 Ypsilanti Charter Township Community Engagement for Planning

Combined Results

		Like Best									
		What three things do you like best about living in Ypsila...									
		Location	Quality Township services	Quality schools	Diversity	Community history and pride	Access to basic needs (food, health services)	Recreational opportunities	Quality housing stock	Protection and access to natural resources/features	Other (please specify below)
2018 Scores		**77%**	**24%**	**5%**	**41%**	**19%**	**40%**	**14%**	**13%**	**19%**	**8%**
Sample Overall		**77%**	**21%**	**7%**	**40%**	**22%**	**45%**	**14%**	**13%**	**13%**	**8%**
Non-sample Overall		**76%**	**28%**	**4%**	**41%**	**15%**	**33%**	**13%**	**13%**	**26%**	**7%**
2009 Scores											
Residency	One year or less	64%	14%	5%	45%	23%	27%	36%	9%	41%	9%
	1-5 years	72%	24%	6%	43%	15%	35%	12%	22%	15%	7%
	6-10 years	72%	28%	13%	36%	18%	34%	21%	10%	30%	8%
	More than 10 years	79%	25%	4%	41%	20%	43%	11%	12%	16%	7%
Own/Rent	Own	77%	25%	5%	39%	18%	41%	13%	13%	18%	8%
	Rent/Lease	70%	12%	15%	42%	33%	36%	18%	15%	9%	12%
Residence Type	Single family (less than 1 acre lot)	78%	26%	5%	40%	20%	40%	13%	12%	17%	8%
	Single family (1-5 acre lot)	71%	13%	8%	46%	17%	44%	23%	15%	19%	4%
	Single family (5+ acre lot)	100%	-	-	13%	25%	50%	-	25%	50%	-
	Apartment	64%	29%	14%	43%	21%	50%	14%	14%	14%	14%
	Manufactured home	50%	-	25%	25%	-	25%	-	25%	25%	-
	Multifamily	76%	24%	-	41%	15%	38%	18%	15%	29%	9%
	Other	50%	-	-	-	-	50%	-	-	-	50%
Employment Location	Yes	83%	30%	4%	50%	26%	40%	9%	7%	17%	7%
	No, a different community	76%	18%	7%	42%	17%	35%	14%	15%	19%	8%
	I am unemployed	60%	13%	7%	27%	13%	53%	13%	13%	33%	13%
	I am retired	75%	35%	3%	34%	20%	49%	16%	12%	17%	5%
Own/Manage Business	Yes	74%	37%	6%	49%	20%	46%	14%	9%	14%	6%
	No	77%	23%	6%	41%	17%	39%	13%	14%	19%	8%
Age	Under 18	100%	-	-	-	-	100%	-	-	-	-
	18 to 24	67%	-	-	83%	50%	50%	17%	-	17%	-
	25 to 34	67%	9%	7%	40%	24%	38%	24%	13%	16%	11%
	35 to 44	76%	16%	10%	44%	17%	29%	15%	17%	24%	11%
	45 to 54	77%	23%	9%	45%	13%	38%	15%	14%	19%	7%
	55 to 64	79%	25%	3%	38%	20%	42%	6%	13%	20%	10%
	65 or over	78%	36%	2%	37%	21%	49%	14%	10%	14%	3%
Education	Some high school or less	80%	20%	20%	20%	60%	40%	40%	20%	20%	-
	High school graduate	82%	37%	11%	21%	32%	39%	13%	8%	11%	3%
	Some college	69%	25%	3%	36%	27%	45%	12%	7%	16%	8%
	College graduate	81%	19%	6%	43%	15%	40%	12%	13%	18%	9%
	Graduate degree(s)	77%	27%	5%	47%	12%	36%	17%	17%	24%	8%
Household Income	$25,000 or less	69%	12%	15%	42%	31%	46%	19%	-	23%	-
	$25,001 to $50,000	74%	28%	2%	34%	31%	47%	16%	11%	12%	9%
	$50,001 to $100,000	77%	22%	5%	43%	18%	42%	10%	15%	19%	7%
	Over $100,000	79%	23%	6%	43%	11%	32%	17%	14%	21%	9%
Marital Status	Single	73%	17%	7%	41%	17%	49%	16%	12%	21%	4%
	Married/living with partner	78%	24%	5%	41%	18%	39%	13%	13%	18%	9%
	Widowed/separated/ divorced	78%	32%	4%	38%	26%	39%	11%	13%	13%	4%
Household Members	Child(ren) age 12 or under	76%	13%	11%	45%	21%	29%	18%	15%	21%	9%
	Child(ren) over age 12	77%	22%	10%	47%	16%	41%	15%	15%	16%	8%
	Parent age 65 or older	61%	33%	6%	28%	28%	56%	11%	6%	11%	-
	None of these	77%	27%	2%	39%	19%	40%	13%	11%	19%	7%
Number in Household	1	79%	30%	3%	38%	22%	49%	10%	11%	14%	3%
	2	78%	28%	2%	38%	17%	39%	12%	11%	20%	8%
	3	78%	19%	8%	49%	21%	43%	17%	15%	17%	6%
	4	72%	17%	11%	44%	24%	33%	19%	19%	21%	10%
	5	76%	19%	14%	41%	19%	30%	14%	16%	22%	11%
	6	75%	25%	-	50%	-	50%	13%	13%	-	13%
	7	50%	-	25%	50%	-	100%	25%	-	25%	-
	8 or more	-	-	-	-	-	-	-	-	-	-
Gender	Male	80%	27%	6%	37%	18%	41%	16%	14%	16%	6%
	Female	75%	23%	5%	45%	21%	39%	11%	13%	19%	9%
Ethnicity	American Indian/Alaska Native/Hawaiian	100%	33%	17%	67%	17%	17%	-	17%	33%	17%
	Asian	70%	40%	-	70%	30%	40%	-	20%	20%	-
	Black/African American	68%	22%	6%	60%	22%	20%	11%	18%	15%	11%
	Hispanic/Latino	91%	18%	9%	55%	-	36%	18%	9%	18%	9%
	White/Caucasian	78%	25%	5%	37%	19%	42%	15%	12%	18%	7%
	Other	83%	4%	9%	48%	13%	52%	17%	9%	13%	9%
School District	Ypsilanti	84%	25%	4%	37%	29%	48%	10%	7%	9%	9%
	Lincoln	71%	17%	10%	48%	12%	43%	18%	20%	20%	8%
	Van Buren	72%	24%	7%	24%	34%	38%	21%	10%	7%	3%
Tract Cluster	410100	100%	-	-	33%	-	67%	-	33%	-	-
	410400, 0500	87%	21%	4%	40%	15%	60%	15%	4%	11%	2%
	411200	-	-	-	-	-	-	-	-	-	-
	412100, 1900	79%	26%	3%	38%	47%	35%	9%	6%	9%	15%
	412000	69%	38%	6%	31%	44%	44%	-	6%	-	13%
	412300	69%	23%	8%	31%	46%	38%	15%	-	8%	-
	411700	93%	36%	-	29%	36%	36%	7%	7%	14%	7%
	984000	-	-	-	-	-	-	-	-	-	-
	413000	79%	14%	-	36%	36%	36%	21%	21%	-	-
	412600	67%	67%	33%	-	33%	-	33%	-	33%	33%
	412700	70%	13%	10%	40%	13%	37%	20%	23%	27%	10%
	413403	90%	20%	-	10%	-	70%	20%	10%	20%	30%
	413401, 402	69%	23%	8%	51%	7%	51%	17%	23%	20%	4%
	413200	75%	6%	19%	50%	38%	25%	6%	6%	13%	13%
Sample Type	Mail Sample	74%	23%	8%	35%	24%	46%	14%	17%	17%	12%
	Emailed Sample	80%	20%	6%	45%	21%	45%	15%	9%	10%	4%

2018 Ypsilanti Charter Township Community Engagement for Planning

Combined Results

		Preferred Changes: Which three things would you like to see change about Yps...						
		More diversified housing stock	Housing affordability	Quality of schools	Better township services	Access to employment opportunities	Access to basic needs (food, health services)	Other (please specify below)
2018 Scores		**15%**	**27%**	**63%**	**22%**	**42%**	**27%**	**21%**
Sample Overall		**14%**	**31%**	**66%**	**23%**	**44%**	**28%**	**16%**
Non-sample Overall		**18%**	**21%**	**59%**	**21%**	**40%**	**25%**	**29%**
2009 Scores								
Residency	One year or less	6%	33%	50%	17%	33%	33%	33%
	1-5 years	20%	31%	67%	18%	44%	33%	18%
	6-10 years	12%	27%	60%	33%	33%	33%	31%
	More than 10 years	16%	25%	64%	21%	44%	24%	20%
Own/Rent	Own	14%	21%	60%	23%	42%	30%	23%
	Rent/Lease	14%	83%	60%	26%	54%	31%	9%
Residence Type	Single family (less than 1 acre lot)	14%	22%	66%	21%	41%	27%	22%
	Single family (1-5 acre lot)	21%	30%	67%	28%	49%	21%	26%
	Single family (5+ acre lot)	13%	38%	38%	38%	38%	25%	25%
	Apartment	7%	93%	57%	29%	43%	36%	7%
	Manufactured home	-	40%	40%	20%	40%	20%	40%
	Multifamily	29%	39%	52%	16%	48%	29%	6%
	Other	-	-	50%	-	50%	-	50%
Employment Location	Yes	26%	30%	74%	20%	47%	20%	14%
	No, a different community	10%	20%	64%	23%	43%	26%	25%
	I am unemployed	13%	44%	63%	25%	56%	25%	19%
	I am retired	20%	36%	55%	21%	36%	31%	18%
Own/Manage Business	Yes	21%	30%	82%	12%	48%	24%	18%
	No	15%	25%	61%	24%	44%	27%	22%
Age	Under 18	-	-	100%	-	100%	100%	-
	18 to 24	17%	83%	67%	-	50%	17%	17%
	25 to 34	13%	29%	71%	26%	39%	18%	26%
	35 to 44	11%	22%	66%	25%	45%	25%	30%
	45 to 54	12%	16%	71%	23%	45%	24%	21%
	55 to 64	17%	29%	64%	26%	45%	28%	21%
	65 or over	22%	34%	51%	15%	35%	31%	15%
Education	Some high school or less	-	50%	25%	75%	75%	100%	-
	High school graduate	11%	46%	63%	23%	46%	31%	14%
	Some college	16%	38%	65%	21%	45%	29%	16%
	College graduate	18%	21%	64%	20%	42%	23%	20%
	Graduate degree(s)	14%	19%	62%	24%	39%	26%	29%
Household Income	$25,000 or less	14%	66%	55%	34%	45%	45%	14%
	$25,001 to $50,000	16%	37%	65%	17%	48%	33%	17%
	$50,001 to $100,000	16%	23%	60%	23%	43%	23%	25%
	Over $100,000	15%	16%	71%	20%	39%	23%	23%
Marital Status	Single	15%	35%	55%	25%	51%	32%	21%
	Married/living with partner	16%	24%	66%	23%	42%	24%	23%
	Widowed/separated/ divorced	15%	35%	55%	14%	39%	33%	11%
Household Members	Child(ren) age 12 or under	5%	21%	78%	23%	41%	20%	24%
	Child(ren) over age 12	16%	21%	67%	20%	46%	20%	22%
	Parent age 65 or older	16%	47%	84%	32%	53%	26%	-
	None of these	17%	27%	55%	23%	43%	29%	22%
Number in Household	1	14%	24%	47%	22%	45%	41%	19%
	2	16%	30%	58%	25%	39%	25%	23%
	3	20%	25%	75%	23%	42%	25%	20%
	4	13%	17%	79%	25%	46%	22%	24%
	5	16%	35%	65%	8%	49%	19%	16%
	6	-	43%	57%	14%	57%	14%	14%
	7	-	67%	67%	67%	33%	-	33%
	8 or more	-	-	-	-	-	-	-
Gender	Male	15%	21%	60%	26%	42%	28%	22%
	Female	15%	30%	64%	20%	42%	26%	22%
Ethnicity	American Indian/Alaska Native/Hawaiian	33%	50%	50%	50%	33%	33%	17%
	Asian	30%	20%	60%	30%	20%	30%	20%
	Black/African American	20%	39%	61%	30%	49%	38%	16%
	Hispanic/Latino	20%	30%	70%	40%	40%	20%	30%
	White/Caucasian	14%	23%	64%	21%	42%	26%	22%
	Other	14%	48%	62%	24%	38%	14%	14%
School District	Ypsilanti	12%	39%	75%	22%	47%	27%	15%
	Lincoln	14%	21%	63%	24%	38%	24%	18%
	Van Buren	23%	38%	42%	19%	65%	50%	8%
Tract Cluster	410100	-	100%	100%	100%	-	-	-
	410400, 0500	15%	45%	73%	15%	33%	20%	8%
	411200	-	-	-	-	-	-	-
	412100, 1900	6%	44%	76%	18%	65%	35%	12%
	412000	13%	20%	93%	20%	60%	27%	27%
	412300	25%	58%	33%	17%	58%	50%	-
	411700	-	7%	57%	29%	36%	50%	14%
	984000	-	-	-	-	-	-	-
	413000	23%	23%	62%	23%	54%	38%	31%
	412600	-	-	50%	50%	100%	50%	-
	412700	28%	28%	60%	16%	56%	32%	12%
	413403	22%	33%	67%	44%	67%	11%	22%
	413401, 402	10%	15%	64%	22%	34%	18%	21%
	413200	7%	33%	53%	33%	27%	40%	20%
Sample Type	Mail Sample	16%	34%	64%	27%	52%	31%	15%
	Emailed Sample	12%	28%	68%	19%	36%	25%	16%

2018 Ypsilanti Charter Township Community Engagement for Planning

Combined Results

		Who Responded		2009 Response	
		%	Count	%	Difference
		Valid	Valid	Valid	
2018 Scores		**100%**	**520**		
Sample Overall		**100%**	**306**		
Non-sample Overall		**100%**	**214**	**100%**	
2009 Scores					
Residency	One year or less	4%	22	1%	3%
	1-5 years	13%	68	13%	0%
	6-10 years	13%	66	13%	0%
	More than 10 years	68%	355	73%	-5%
Own/Rent	Own	69%	358	89%	-20%
	Rent/Lease	8%	39	9%	-1%
Residence Type	Single family (less than 1 acre lot)	75%	391		
	Single family (1-5 acre lot)	10%	52		
	Single family (5+ acre lot)	2%	8		
	Apartment	3%	15		
	Manufactured home	1%	5		
	Multifamily	7%	36		
	Other	1%	3		
Employment Location	Yes	14%	75	19%	-5%
	No, a different community	55%	285	38%	17%
	I am unemployed	3%	17	23%	-20%
	I am retired	27%	138	19%	8%
Own/Manage Business	Yes	7%	36		
	No	80%	414		
Age	Under 18	0%	1		
	18 to 24	1%	6	2%	-1%
	25 to 34	9%	47	5%	4%
	35 to 44	17%	87	15%	2%
	45 to 54	20%	106	20%	0%
	55 to 64	26%	136	22%	4%
	65 or over	25%	128	36%	-11%
Education	Some high school or less	1%	5	3%	-2%
	High school graduate	8%	43	14%	-6%
	Some college	24%	125	30%	-6%
	College graduate	37%	190	28%	9%
	Graduate degree(s)	29%	149	24%	5%
Household Income	$25,000 or less	6%	32	12%	-6%
	$25,001 to $50,000	18%	92	27%	-9%
	$50,001 to $100,000	37%	192	38%	-1%
	Over $100,000	32%	165	16%	16%
Marital Status	Single	16%	83	12%	4%
	Married/living with partner	64%	334	68%	-4%
	Widowed/separated/ divorced	14%	74	18%	-4%
Household Members	Child(ren) age 12 or under	19%	98	15%	4%
	Child(ren) over age 12	24%	126	23%	1%
	Parent age 65 or older	4%	19	7%	-3%
	None of these	49%	255	58%	-9%
Number in Household	1	19%	97		
	2	38%	200		
	3	15%	78		
	4	15%	77		
	5	7%	38		
	6	2%	8		
	7	1%	4		
	8 or more	-	-		
Gender	Male	40%	207	42%	-2%
	Female	52%	272	57%	-5%
Ethnicity	American Indian/Alaska Native/Hawaiian	1%	6	1%	0%
	Asian	2%	11	2%	0%
	Black/African American	13%	68	15%	-2%
	Hispanic/Latino	2%	12	1%	1%
	White/Caucasian	76%	396	77%	-1%
	Other	5%	24	2%	3%
School District	Ypsilanti	27%	139		
	Lincoln	26%	134		
	Van Buren	6%	30		
Tract Cluster	410100	1%	4		
	410400, 0500	9%	48		
	411200	-	-		
	412100, 1900	7%	38		
	412000	3%	17		
	412300	3%	13		
	411700	3%	14		
	984000	-	-		
	413000	3%	15		
	412600	1%	4		
	412700	6%	31		
	413403	2%	11		
	413401, 402	15%	78		
	413200	4%	19		
Sample Type	Mail Sample	30%	154		
	Emailed Sample	29%	152		

2018 Ypsilanti Charter Township Community Engagement for Planning

Random Sample Results

+/- 5.6%

		Satisfaction Questions											
		Satisfaction with Township Services/Attributes (10 is perfect score)											
		School district meeting the needs of the community	Preparation of students for solid careers	Preparation of students for college	Road maintenance	Amount of traffic congestion on the roads	Public transportation options	Accommodation for bicycle and foot traffic	Garbage collection service	Brush and leaf disposal	Recycling service	Amount and quality of services you receive for the local taxes you pay	Communication on how tax dollars are used
2018 Scores Overall		**5.3**	**5.0**	**5.2**	**5.5**	**5.8**	**6.3**	**5.8**	**7.9**	**7.8**	**7.6**	**6.4**	**5.4**
2009 Scores		**5.6**	**5.2**	**5.2**	**5.2**	**6.1**	**4.8**	**6.8**	**8.4**	**8.1**	**8.4**		
Residency	One year or less	6.4	5.5	6.7	5.4	6.1	7.3	5.5	8.7	8.7	8.4	9.0	7.3
	1-5 years	5.0	4.7	5.2	4.4	5.4	5.2	4.8	6.7	6.6	6.9	5.5	3.9
	6-10 years	6.2	6.3	6.0	6.3	6.2	6.8	4.9	8.1	7.7	7.1	6.2	5.2
	More than 10 years	5.2	4.9	5.0	5.5	5.7	6.4	6.0	8.0	7.9	7.8	6.6	5.6
Own/Rent	Own	5.5	5.1	5.3	5.7	5.8	6.2	5.8	8.0	7.9	7.8	6.5	5.4
	Rent/Lease	5.2	4.8	4.9	4.3	5.5	6.3	4.9	7.5	7.3	6.0	6.0	4.4
Residence Type	Single family (less than 1 acre lot)	5.4	5.0	5.2	5.5	5.8	6.4	5.9	7.9	7.8	7.6	6.5	5.4
	Single family (1-5 acre lot)	4.8	5.3	5.1	5.9	5.7	5.7	5.3	8.4	8.0	8.1	6.2	5.5
	Single family (5+ acre lot)	5.8	5.7	5.7	5.0	5.0	6.0	5.0	7.5	9.0	8.0	5.3	3.0
	Apartment	6.3	6.3	6.7	5.3	5.4	6.6	5.0	8.4	9.0	7.8	10.0	6.3
	Manufactured home	-	-	-	6.5	6.0	9.0	8.0	10.0	10.0	10.0	8.0	-
	Multifamily	3.8	3.9	4.0	4.5	5.3	5.4	5.1	7.2	6.3	7.4	6.2	4.9
	Other	4.0	4.5	4.5	7.0	6.5	6.0	6.0	8.0	8.0	7.5	6.0	7.5
Employment Location	Yes	5.1	5.0	4.9	4.8	5.5	5.6	5.2	7.8	7.5	7.4	5.9	5.3
	No, a different community	5.4	5.1	5.3	5.7	5.9	6.5	5.5	7.6	7.4	7.3	6.2	4.9
	I am unemployed	4.0	3.9	3.6	3.8	5.6	5.0	4.7	7.6	7.5	7.2	6.3	4.9
	I am retired	5.4	5.2	5.2	5.6	5.7	6.6	6.7	8.6	8.7	8.4	7.2	6.5
Own/Manage Business	Yes	5.3	4.9	5.2	5.3	5.8	5.8	5.6	7.7	7.8	7.4	6.9	5.1
	No	5.3	5.1	5.2	5.5	5.8	6.2	5.6	7.9	7.7	7.6	6.3	5.3
Age	Under 18	-	-	-	7.0	7.0	-	7.0	9.0	9.0	9.0	7.0	-
	18 to 24	6.0	4.5	7.0	4.5	4.0	7.0	5.0	6.8	7.0	9.0	-	-
	25 to 34	5.7	5.3	5.6	5.7	6.8	6.4	5.5	8.0	6.9	6.9	5.2	4.2
	35 to 44	6.1	5.1	5.4	5.4	6.2	6.3	5.7	7.1	6.7	6.8	6.3	5.0
	45 to 54	4.8	5.0	5.0	5.9	5.8	6.3	5.5	7.9	7.9	7.8	6.3	5.1
	55 to 64	4.9	5.0	4.9	4.9	5.4	5.8	5.3	7.8	7.8	7.6	6.1	5.2
	65 or over	5.5	5.0	5.2	5.8	5.7	6.8	6.7	8.5	8.6	8.2	7.2	6.4
Education	Some high school or less	4.3	4.7	4.7	3.8	4.5	5.5	5.3	7.6	7.5	7.0	4.3	3.0
	High school graduate	4.9	4.2	5.0	4.4	5.2	6.0	5.5	7.8	7.3	7.6	6.7	5.4
	Some college	5.2	5.0	5.2	5.7	5.7	6.5	6.4	7.7	7.8	7.7	6.5	5.6
	College graduate	5.5	5.2	5.2	5.7	5.9	6.5	5.6	8.1	7.9	7.5	6.5	5.5
	Graduate degree(s)	5.1	5.1	5.0	5.5	5.8	5.9	5.3	7.9	7.8	7.7	6.4	5.1
Household Income	$25,000 or less	4.9	5.1	5.6	4.8	5.6	6.2	5.8	6.4	6.8	6.4	7.3	6.5
	$25,001 to $50,000	5.3	4.6	4.8	5.2	5.6	6.9	6.6	8.2	8.1	7.6	6.6	5.5
	$50,001 to $100,000	5.0	4.9	5.0	5.5	5.7	6.1	5.4	7.9	7.6	7.7	6.4	5.3
	Over $100,000	5.5	5.3	5.2	5.9	6.2	6.2	5.4	8.1	7.8	7.7	6.4	5.1
Marital Status	Single	4.7	4.5	4.6	5.2	5.7	6.2	5.8	7.7	7.5	7.1	6.2	5.5
	Married/living with partner	5.4	5.0	5.1	5.5	5.8	6.3	5.6	7.9	7.8	7.8	6.4	5.4
	Widowed/separated/ divorced	5.5	5.4	5.6	6.0	5.9	6.6	6.6	8.0	8.1	7.3	6.9	5.8
Household Members	Child(ren) age 12 or under	5.4	4.9	5.2	5.3	6.1	5.6	5.4	7.3	6.7	7.0	5.8	4.2
	Child(ren) over age 12	5.5	5.4	5.5	5.4	5.8	6.1	5.7	7.8	7.6	7.4	6.2	4.9
	Parent age 65 or older	4.3	4.2	4.5	5.6	5.7	6.5	6.6	7.7	7.1	7.9	5.6	5.1
	None of these	5.1	4.9	5.0	5.7	5.7	6.7	6.0	8.2	8.2	8.0	6.9	6.0
Number in Household	1	5.0	5.3	5.2	6.0	6.0	6.6	6.1	8.2	8.3	7.5	6.8	6.3
	2	4.9	4.7	4.7	5.5	5.6	6.5	5.9	8.2	8.1	8.0	6.7	5.7
	3	5.5	5.1	5.3	4.9	5.6	6.2	5.2	7.6	7.3	7.5	6.4	5.5
	4	5.5	5.3	5.5	5.4	6.3	5.4	5.6	7.6	7.5	7.2	5.9	4.3
	5	5.5	5.4	5.4	6.0	6.0	6.8	6.0	8.0	7.3	7.4	5.8	4.4
	6	6.0	4.7	4.7	4.3	7.0	4.7	5.3	8.3	7.5	6.7	5.5	4.3
	7	-	-	-	-	5.0	8.0	5.0	2.0	2.0	2.0	5.0	-
	8 or more	-	-	-	-	-	-	-	-	-	-	-	-
Gender	Male	5.3	4.9	5.1	5.8	5.8	6.3	5.8	7.9	7.9	7.5	6.6	5.6
	Female	5.2	5.0	5.1	5.4	5.9	6.3	5.8	8.0	7.8	7.8	6.5	5.4
Ethnicity	American Indian/Alaska Native/Hawaiian	7.3	7.0	6.7	4.8	6.5	8.5	5.0	8.8	8.7	9.0	5.7	4.3
	Asian	8.5	8.5	8.7	5.4	6.3	6.2	6.0	8.9	7.8	8.8	6.4	5.2
	Black/African American	5.6	5.4	5.7	5.8	6.2	6.2	6.4	8.1	7.4	7.7	6.9	5.9
	Hispanic/Latino	5.5	4.0	4.0	5.4	4.8	5.8	3.2	6.8	7.0	7.0	4.8	2.5
	White/Caucasian	5.0	4.8	4.9	5.5	5.7	6.3	5.7	7.9	7.8	7.6	6.4	5.4
	Other	6.2	5.5	6.0	5.1	4.9	6.5	5.3	7.0	6.9	6.7	4.9	4.0
School District	Ypsilanti	4.4	4.4	4.4	5.1	5.3	6.1	5.8	7.9	7.7	7.5	6.3	5.3
	Lincoln	6.0	5.8	5.8	6.0	6.2	6.8	5.7	7.9	7.9	7.8	6.5	5.6
	Van Buren	5.7	4.8	5.2	5.0	6.1	5.9	5.9	8.2	7.8	7.4	6.8	5.4
Tract Cluster	410100	2.5	2.5	2.5	4.3	3.8	5.3	5.0	6.0	5.0	4.0	5.0	6.5
	410400, 0500	5.0	5.1	5.3	5.3	5.0	6.2	5.7	8.4	8.0	7.8	6.4	5.2
	411200	-	-	-	-	-	-	-	-	-	-	-	-
	412100, 1900	4.0	4.3	4.1	4.3	5.4	6.1	6.2	7.8	7.9	7.8	6.5	4.9
	412000	5.2	4.6	4.4	5.4	5.6	6.2	5.5	7.6	7.2	7.2	6.4	6.0
	412300	5.8	4.1	4.6	4.1	5.4	5.1	5.5	7.7	7.5	7.3	5.7	4.8
	411700	3.7	3.7	4.3	6.2	5.8	7.3	6.9	7.4	7.9	7.1	6.8	5.8
	984000	-	-	-	-	-	-	-	-	-	-	-	-
	413000	5.3	4.9	4.9	5.5	6.4	7.0	7.1	8.9	8.0	7.8	7.4	5.8
	412600	5.5	6.0	6.5	6.7	6.0	4.0	3.0	8.0	6.0	7.5	6.5	4.0
	412700	6.2	5.9	5.9	6.2	6.5	7.2	6.1	8.3	7.8	8.3	7.1	5.8
	413403	3.5	3.3	3.5	6.3	5.6	4.5	3.9	8.6	8.4	8.6	6.0	5.5
	413401, 402	5.9	5.7	5.7	6.4	6.5	6.8	5.7	8.0	8.0	7.9	6.6	5.8
	413200	6.4	6.0	6.1	5.1	5.4	6.4	5.4	6.9	7.4	6.9	5.5	5.2
Sample Type	Mail Sample	5.4	5.0	5.2	5.6	6.1	6.6	5.7	8.0	7.9	7.9	6.5	5.6
	Emailed Sample	5.2	5.1	5.1	5.4	5.5	6.1	5.8	7.9	7.7	7.4	6.4	5.2

Shopping convenience for everyday items	Shopping convenience for major/specialty items	Sufficient choices for most of your shopping needs	Area restaurant choices	Communicating effectively with the community	Encouraging citizen ideas and involvement	Openness to resident questions or concerns	Enforcing appearance/safety codes for business properties	Enforcing appearance/safety codes for residential properties	Level of professionalism of local staff	The follow-up provided by local staff	The ease of getting your question answered	Range of cultural offerings	Strong and vibrant arts community	Activities that interest you	Cost-of-living	Quality of jobs
7.1	**6.0**	**6.5**	**5.9**	**6.2**	**6.1**	**6.6**	**6.3**	**6.3**	**7.5**	**7.1**	**7.3**	**5.9**	**5.7**	**5.4**	**6.4**	**5.4**
7.6	**6.7**	**7.0**		**7.0**	**6.0**		**5.9**	**4.9**				**6.3**	**5.7**		**5.5**	**4.1**
7.2	6.4	6.4	6.3	5.7	6.2	6.9	5.9	5.6	7.1	6.4	7.1	6.4	6.8	6.6	6.5	6.1
7.3	5.9	6.4	6.0	4.7	4.7	5.2	5.6	5.5	6.4	6.4	6.1	5.2	5.5	5.0	5.9	5.2
7.4	5.8	6.4	5.6	6.4	6.0	6.5	6.3	6.0	8.2	7.6	7.4	6.1	5.7	6.2	7.2	6.0
7.1	6.0	6.6	5.8	6.4	6.3	6.8	6.3	6.5	7.6	7.1	7.4	5.9	5.7	5.2	6.4	5.3
7.1	5.9	6.5	5.7	6.2	6.0	6.6	6.3	6.2	7.6	7.0	7.2	6.0	5.6	5.3	6.6	5.7
7.3	6.7	6.5	6.5	4.7	4.8	5.0	4.9	5.1	5.8	5.6	5.7	4.8	5.5	5.3	4.4	3.7
7.1	5.8	6.5	5.6	6.4	6.2	6.8	6.3	6.3	7.6	7.2	7.4	6.0	5.8	5.3	6.5	5.5
6.9	6.5	6.7	6.7	5.3	5.2	5.6	5.8	6.1	7.0	6.4	6.6	5.7	5.3	5.6	6.6	5.8
7.5	6.7	6.7	7.0	8.0	8.3	8.3	7.0	7.5	8.3	7.5	7.0	8.0	6.0	6.0	8.0	8.0
7.2	6.8	6.7	7.1	5.0	6.0	5.6	5.3	6.3	6.9	7.2	7.2	5.4	6.1	6.3	4.5	3.9
8.0	6.0	6.0	6.5	6.0	6.0	6.0	8.0	8.0	8.0	8.0	8.0	7.0	8.0	6.0	7.0	8.0
7.3	6.4	6.2	6.2	5.2	4.9	6.1	5.4	5.3	7.0	6.3	6.5	5.2	5.0	4.8	5.4	4.3
8.0	7.0	7.0	6.0	7.0	7.0	7.0	7.5	6.0	7.5	6.0	7.5	6.5	6.5	6.5	7.0	6.0
7.1	6.3	6.7	5.8	6.3	6.2	7.0	6.8	6.8	7.4	7.1	7.4	5.8	5.8	5.1	6.0	5.5
7.0	5.6	6.3	5.5	5.9	5.8	6.2	6.0	5.9	7.4	6.7	7.0	5.6	5.4	5.2	6.6	5.4
6.7	5.6	5.9	5.3	5.0	4.7	4.9	4.4	4.9	5.7	5.3	5.5	4.6	4.7	4.0	4.7	3.9
7.4	6.6	7.0	6.7	7.0	6.7	7.2	6.8	7.1	8.1	7.8	7.9	6.5	6.3	6.1	6.7	5.9
7.9	6.4	7.2	5.9	6.4	6.0	7.1	7.2	7.2	7.6	7.1	7.3	5.6	5.7	5.3	6.6	6.3
7.0	5.8	6.3	5.7	6.1	5.9	6.3	6.1	6.1	7.4	7.0	7.2	5.8	5.6	5.2	6.3	5.2
3.0	4.0	4.0	5.0	-	-	-	5.0	4.0	8.0	8.0	8.0	-	-	-	-	-
8.5	7.0	8.0	6.5	4.7	7.0	5.0	7.0	5.0	7.0	5.0	7.0	6.0	7.7	6.0	5.0	4.0
7.6	6.4	6.8	6.2	5.7	5.6	6.2	5.8	6.1	6.6	6.3	6.6	5.6	5.6	5.5	6.8	6.0
7.1	5.7	6.2	5.8	6.0	5.9	6.2	6.2	5.6	6.6	6.2	6.3	6.3	6.4	5.8	6.4	5.4
7.3	5.9	6.5	5.7	6.0	5.8	6.4	6.2	6.2	7.7	6.9	7.4	5.7	5.2	5.1	6.6	5.6
6.7	5.8	6.3	5.3	6.1	6.0	6.3	5.7	6.1	7.4	6.9	7.1	5.6	5.5	4.9	6.0	4.8
7.3	6.4	6.9	6.4	7.0	6.6	7.3	7.0	7.2	8.2	7.9	8.0	6.3	6.0	5.8	6.6	5.9
7.0	6.3	6.8	6.3	6.3	5.0	5.7	5.3	5.3	5.3	5.3	5.0	4.5	3.0	3.8	5.3	5.0
7.1	6.3	6.6	6.3	5.8	5.8	6.0	6.0	5.5	6.5	5.6	6.1	4.6	5.5	4.9	4.9	4.1
6.7	6.1	6.6	6.0	6.3	6.1	6.6	6.4	6.2	7.4	7.0	7.2	5.9	6.0	5.4	6.1	5.3
7.3	6.1	6.6	5.9	6.4	6.3	6.9	6.4	6.6	7.9	7.6	7.7	6.3	5.9	5.6	6.9	6.1
7.2	5.6	6.3	5.4	6.0	6.0	6.3	6.0	6.3	7.7	7.1	7.3	5.6	5.4	5.2	6.7	4.9
7.2	6.6	6.7	7.0	5.8	5.9	6.1	5.8	6.3	6.9	6.7	6.4	6.7	6.9	5.6	5.5	4.8
7.2	6.3	6.8	5.9	6.3	6.1	6.4	6.3	5.9	6.9	6.6	6.9	5.9	6.2	6.0	5.8	5.2
7.2	6.2	6.7	6.2	6.2	6.1	6.5	6.2	6.3	7.5	7.1	7.1	6.0	5.8	5.3	6.4	5.5
7.0	5.3	6.0	5.2	6.2	5.9	6.7	6.2	6.4	8.0	7.3	7.7	5.5	5.1	5.1	7.1	5.7
7.1	6.2	6.5	5.9	6.4	6.1	6.4	6.0	5.9	7.1	6.5	6.6	5.8	5.5	5.2	6.0	5.2
7.2	6.1	6.6	5.9	6.1	6.0	6.4	6.3	6.3	7.4	7.0	7.2	5.8	5.7	5.4	6.6	5.4
6.9	5.8	6.7	6.0	6.7	6.5	7.5	6.8	6.9	8.2	7.8	7.9	6.5	6.3	6.0	6.3	5.5
7.2	5.8	6.4	6.0	5.9	6.1	6.6	6.1	5.8	7.1	6.6	6.9	6.4	6.0	5.6	6.7	5.6
7.1	5.7	6.4	5.4	6.0	5.8	6.7	6.3	6.4	7.3	7.0	7.3	5.7	5.6	5.1	6.2	5.3
7.4	6.6	6.8	6.0	6.0	5.9	6.5	7.0	6.1	7.2	6.9	7.1	5.9	5.8	5.3	5.8	5.4
7.2	6.2	6.6	6.0	6.5	6.3	6.6	6.2	6.4	7.7	7.3	7.5	5.9	5.8	5.4	6.6	5.4
7.2	6.1	6.8	6.2	7.1	6.8	7.4	6.5	6.6	8.0	7.7	7.9	6.5	6.2	6.0	6.8	5.9
7.0	6.2	6.5	5.9	6.2	6.1	6.4	6.1	6.3	7.6	7.1	7.3	5.6	5.5	5.1	6.4	5.3
7.3	6.1	6.7	6.0	5.7	5.4	6.2	5.6	5.8	7.0	6.6	6.8	5.8	5.8	5.2	6.0	5.2
6.9	5.2	6.2	5.5	6.0	6.1	6.6	6.5	6.5	7.4	7.0	7.2	5.8	5.4	5.4	6.5	5.6
7.7	6.2	6.6	5.7	5.8	6.0	7.1	7.2	6.1	7.2	6.5	7.3	6.2	6.1	5.9	6.6	5.4
7.3	5.8	6.8	5.3	7.0	6.3	7.0	7.0	6.5	6.7	6.7	7.0	6.7	6.3	5.5	7.3	5.5
7.0	5.0	6.0	4.0	-	-	-	-	5.0	-	-	-	7.0	6.0	3.0	2.0	4.0
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7.0	6.0	6.5	5.7	6.1	5.9	6.4	6.4	6.4	7.5	7.0	7.3	5.9	5.6	5.2	6.6	5.5
7.2	6.0	6.5	6.0	6.4	6.3	6.8	6.1	6.2	7.7	7.2	7.4	6.0	5.9	5.5	6.3	5.4
8.3	7.0	8.8	8.0	7.3	7.8	9.0	5.3	6.5	9.0	9.0	9.0	8.8	8.3	6.0	5.5	5.3
7.0	6.6	7.1	6.3	7.2	6.3	7.2	8.4	7.4	8.5	8.2	8.4	7.0	6.8	6.5	6.8	6.4
6.7	6.2	6.4	5.5	6.0	6.1	6.5	6.5	6.6	7.2	6.4	7.1	5.8	5.9	5.4	6.1	5.4
6.6	4.6	6.8	3.3	4.6	4.4	6.0	4.6	4.3	4.7	5.0	4.0	7.0	7.0	5.3	6.8	4.2
7.1	5.9	6.5	5.9	6.1	6.0	6.5	6.2	6.3	7.6	7.1	7.3	5.8	5.6	5.3	6.5	5.4
7.2	6.0	6.4	5.8	6.0	5.5	6.2	4.9	5.3	6.2	5.3	6.2	5.7	6.7	5.0	5.7	5.1
6.9	6.1	6.6	6.3	6.2	6.2	6.5	6.0	6.1	7.4	6.9	7.1	5.8	5.7	5.3	6.1	5.0
7.6	6.0	6.6	5.5	6.3	6.2	6.8	6.5	6.6	7.9	7.6	7.8	6.2	5.9	5.6	7.0	6.1
6.4	5.9	6.0	5.6	5.9	5.5	6.5	6.6	5.9	7.0	6.2	6.2	5.2	5.4	4.9	5.5	4.7
6.5	5.3	5.7	5.0	3.0	3.0	3.5	4.0	4.0	5.0	5.0	4.0	3.5	3.7	4.3	5.7	5.7
8.1	7.6	8.0	7.4	6.5	6.5	7.0	6.3	6.8	7.9	7.4	7.5	6.2	6.2	5.8	6.7	5.4
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6.6	5.6	6.2	6.5	6.0	6.3	6.4	6.0	5.6	7.1	6.6	7.2	5.9	5.8	5.3	5.5	4.3
6.6	5.8	6.6	5.5	5.8	5.7	5.9	5.8	5.8	6.6	6.1	6.5	5.4	5.7	5.5	6.3	5.3
5.3	4.9	5.2	3.6	5.9	5.1	5.7	6.3	5.3	5.9	4.9	5.4	4.1	5.0	4.0	4.3	3.5
4.8	3.8	4.5	4.1	6.9	6.5	7.0	5.9	6.2	8.1	7.1	7.4	5.4	4.4	3.9	6.4	5.8
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6.3	6.2	6.0	6.4	6.3	6.4	7.3	7.1	7.1	7.8	7.0	6.9	5.9	5.9	5.1	6.2	5.9
5.7	4.3	4.0	5.7	6.7	6.0	7.7	6.0	5.5	8.3	8.3	8.3	5.3	5.0	6.0	4.5	3.5
8.2	6.4	7.1	6.0	6.3	6.3	7.0	6.4	6.7	8.1	7.7	7.9	6.6	6.2	5.9	6.9	6.2
7.3	6.5	6.8	5.5	5.4	5.1	5.2	6.0	5.3	7.0	6.3	6.9	5.3	4.7	5.2	6.9	5.0
7.7	5.9	6.7	5.4	6.6	6.5	7.0	6.7	7.0	8.0	7.8	8.1	6.4	6.0	5.8	7.2	6.4
6.6	5.5	5.7	5.6	6.4	5.7	6.5	6.4	5.6	7.6	7.2	6.6	4.9	4.8	4.6	6.8	5.6
7.0	5.9	6.3	5.5	6.1	5.9	6.4	6.2	6.3	7.3	6.7	7.1	5.8	5.6	5.2	6.3	5.3
7.3	6.2	6.8	6.2	6.4	6.3	6.9	6.4	6.3	7.8	7.5	7.5	5.9	5.8	5.6	6.5	5.5

Affordability of housing	Availability of jobs	Stability of property values	Strength of local economy	Facilities meet your needs	Facility maintenance	Quality of recreational programs	Variety of recreational programs	Ypsilanti Charter Township overall satisfaction	Your local school district satisfaction	Washtenaw County government satisfaction	State of Michigan government satisfaction	A safe place to live	Enjoyable place for children	Enjoyable place for young adults (under 40)	Enjoyable place for senior citizens (over 64)	Enjoyable place for people to visit
6.1	**5.4**	**6.5**	**6.1**	**7.4**	**7.2**	**6.9**	**6.8**	**7.4**	**5.3**	**6.6**	**5.8**	**6.9**	**6.9**	**6.6**	**6.8**	**6.2**
5.6				**7.6**	**7.6**	**7.4**	**7.3**	**6.8**				**6.2**	**6.5**	**6.1**	**6.5**	
5.9	6.3	8.2	6.6	7.4	7.7	7.5	7.4	6.6	6.7	5.8	4.6	6.6	7.7	7.7	6.8	7.3
5.7	5.0	6.2	5.6	7.0	6.6	6.6	6.5	6.5	4.4	5.8	4.9	6.7	6.6	6.1	6.8	6.0
7.0	6.3	7.1	6.7	7.4	7.2	7.5	7.4	7.7	7.0	7.3	5.7	6.9	7.0	7.0	6.5	6.0
6.0	5.3	6.3	6.1	7.4	7.3	6.9	6.7	7.5	5.2	6.7	6.0	6.9	6.8	6.5	6.8	6.2
6.4	5.7	6.6	6.3	7.4	7.4	7.0	6.9	7.5	5.4	6.8	6.0	6.9	6.9	6.7	6.8	6.3
4.0	4.0	4.4	4.0	6.9	6.3	6.5	5.7	5.9	5.3	5.3	4.6	5.9	6.2	6.2	6.3	5.9
6.3	5.4	6.5	6.2	7.3	7.2	7.0	6.8	7.5	5.3	6.6	5.7	6.8	6.8	6.5	6.7	6.1
6.3	6.1	6.9	6.8	7.4	7.3	7.1	7.2	7.4	5.5	6.7	6.4	7.5	7.4	7.2	7.6	7.3
6.8	5.7	5.3	7.0	9.0	8.7	8.3	8.3	6.8	5.5	8.3	6.8	7.8	7.8	7.3	8.0	7.8
4.2	3.4	5.0	4.4	7.5	7.3	6.6	5.6	5.5	4.3	5.4	4.7	6.5	7.4	6.9	7.3	6.5
7.0	7.0	7.0	7.0	7.0	7.0	6.0	7.0	7.0	8.0	7.5	7.5	7.0	8.0	8.0	7.0	8.0
4.6	4.7	6.0	5.1	7.1	7.0	6.2	5.8	7.1	3.9	5.7	5.4	6.4	5.8	5.5	6.3	5.4
6.0	6.0	7.0	6.0	6.0	6.0	6.0	6.0	7.0	4.5	6.0	6.0	6.5	6.0	6.0	6.0	6.0
5.2	5.5	6.2	6.3	7.3	6.9	7.1	6.9	7.4	4.8	6.3	5.6	6.6	6.4	6.4	6.6	6.1
6.3	5.3	6.4	6.0	7.1	7.1	6.6	6.5	7.1	5.4	6.5	5.6	6.7	6.7	6.4	6.5	6.0
5.0	3.8	4.5	3.6	6.5	6.2	5.7	5.4	6.4	4.3	4.7	4.8	6.1	6.2	6.1	6.1	5.6
6.3	5.9	7.1	6.8	8.2	8.1	7.6	7.5	8.1	5.9	7.4	6.5	7.3	7.7	7.2	7.5	6.9
5.7	6.3	6.8	6.9	7.4	7.3	7.1	6.9	7.5	5.6	6.7	5.9	7.2	6.5	6.4	7.2	6.4
6.2	5.2	6.3	6.0	7.2	7.1	6.8	6.7	7.3	5.2	6.5	5.7	6.8	6.8	6.5	6.7	6.2
9.0	-	-	-	-	-	-	-	9.0	-	-	-	6.0	-	-	4.0	4.0
3.8	4.7	6.5	4.7	7.3	5.3	9.0	9.0	6.3	6.5	6.0	3.3	5.8	5.8	6.8	6.7	5.8
6.7	5.9	6.4	6.0	7.3	7.0	6.7	6.6	7.1	5.6	6.1	5.0	6.4	6.7	6.7	6.3	5.6
6.3	5.3	6.2	5.6	7.1	6.7	6.8	6.9	6.9	5.7	6.4	5.1	6.5	6.4	6.3	6.3	6.1
6.5	5.5	6.7	6.3	7.2	7.1	6.7	6.4	7.4	5.0	6.8	5.9	6.9	6.9	6.7	6.8	6.3
5.4	4.9	6.0	5.8	7.3	7.3	6.7	6.5	7.2	5.0	6.3	5.5	6.9	6.7	6.3	6.7	6.2
6.2	5.9	6.9	6.9	7.9	7.8	7.5	7.3	8.0	5.8	7.1	6.8	7.2	7.3	6.9	7.3	6.7
4.3	4.3	5.8	5.8	6.5	4.7	5.7	5.0	5.0	5.5	5.8	5.3	6.0	5.5	6.7	6.8	5.0
4.9	5.3	5.9	5.5	5.7	5.9	5.8	5.5	7.0	5.3	5.9	5.8	5.9	5.9	6.2	6.2	5.6
6.1	5.4	6.3	5.9	7.3	7.3	7.3	7.0	7.4	5.3	6.6	6.1	6.4	6.5	6.5	6.6	6.2
6.6	6.0	6.6	6.6	7.5	7.4	7.0	7.0	7.7	5.8	6.7	6.0	7.0	7.2	6.8	7.0	6.3
6.1	4.8	6.5	6.0	7.7	7.5	6.9	6.6	7.4	4.7	6.7	5.5	7.4	7.2	6.5	7.0	6.5
5.5	5.1	5.9	5.3	6.8	6.3	6.5	6.6	7.0	5.5	5.9	5.0	6.4	6.5	6.8	7.1	6.7
5.5	5.7	6.2	5.9	7.6	7.3	7.4	7.2	7.2	5.7	6.6	5.9	6.5	6.6	6.4	6.5	6.0
5.9	5.4	6.4	6.2	7.0	7.1	6.5	6.4	7.3	4.9	6.4	5.8	6.8	6.7	6.5	6.7	6.1
7.0	5.6	6.9	6.5	7.7	7.5	7.3	7.1	7.7	5.5	7.0	6.0	7.3	7.2	6.7	7.1	6.3
5.2	5.0	6.2	5.8	6.8	6.6	5.9	5.9	7.0	5.8	6.2	5.4	6.4	6.4	6.1	6.9	6.0
6.4	5.4	6.5	6.1	7.4	7.3	7.1	6.9	7.4	5.2	6.6	5.8	7.0	7.0	6.8	6.8	6.3
5.8	5.9	6.5	6.6	7.8	7.8	7.6	7.3	7.8	5.4	7.2	6.4	6.9	6.8	6.4	6.8	6.3
6.6	5.5	6.5	6.0	7.3	6.9	6.8	7.0	7.3	5.2	6.3	5.1	6.7	7.1	7.0	6.9	6.2
6.0	5.2	6.3	6.1	7.3	7.2	6.9	6.6	7.0	5.2	6.6	6.1	6.8	6.7	6.4	6.6	6.1
5.9	5.3	6.1	6.0	6.7	6.1	6.6	6.4	7.0	5.3	6.3	6.2	6.5	6.5	6.2	6.4	6.3
6.2	5.6	6.6	6.3	7.5	7.5	7.2	7.0	7.8	5.2	6.7	5.8	7.0	7.0	6.7	7.0	6.4
6.2	5.9	6.8	6.9	7.9	7.8	7.3	7.2	8.1	6.0	7.5	6.3	7.2	7.4	6.7	7.4	6.8
6.1	5.3	6.4	6.0	7.4	7.3	6.9	6.6	7.5	4.8	6.4	5.7	6.7	6.7	6.4	6.6	6.1
5.8	5.4	6.5	6.3	6.7	6.4	6.6	6.3	7.0	5.5	6.5	5.4	6.9	6.9	6.8	7.2	6.3
6.4	5.3	6.2	5.8	7.6	7.4	7.1	6.9	7.2	5.5	6.6	6.0	6.9	6.9	6.6	6.8	6.4
6.4	5.3	6.7	5.9	7.2	7.1	6.9	7.4	7.1	5.5	6.3	5.8	6.5	6.6	6.6	6.2	6.0
6.4	5.3	6.2	5.8	7.6	7.4	7.1	6.9	7.2	5.5	6.6	6.0	6.9	6.9	6.6	6.8	6.4
6.4	5.3	6.7	5.9	7.2	7.1	6.9	7.4	7.1	5.5	6.3	5.8	6.5	6.6	6.6	6.2	6.0
6.3	5.0	6.5	6.3	7.7	7.8	6.7	6.0	7.8	6.3	6.0	6.0	7.0	6.8	5.7	6.3	5.0
4.0	7.0	5.0	4.0	7.0	6.0	7.0	7.0	5.0	-	4.0	3.0	3.0	4.0	4.0	3.0	2.0
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6.4	5.4	6.6	6.3	7.1	7.0	6.5	6.5	7.5	5.3	6.5	6.0	6.8	6.8	6.5	6.7	6.4
5.9	5.4	6.4	5.9	7.6	7.4	7.3	7.0	7.4	5.2	6.7	5.7	6.9	6.9	6.6	6.9	6.1
4.8	3.0	6.7	6.5	8.5	7.8	8.0	7.0	8.3	5.7	7.8	6.8	7.8	7.3	7.3	8.0	8.3
6.6	6.3	7.1	7.8	7.4	7.8	6.7	6.5	8.8	8.0	8.1	8.0	8.1	8.1	8.4	8.2	7.4
5.6	5.0	6.2	5.9	7.2	7.3	6.6	6.6	7.2	5.5	6.7	5.9	7.5	7.4	6.8	7.2	6.8
4.8	4.0	4.6	5.0	7.2	5.6	7.3	7.8	6.8	2.0	5.8	4.4	6.4	6.4	5.8	7.2	4.6
6.3	5.6	6.5	6.2	7.4	7.2	6.9	6.8	7.4	5.2	6.5	5.7	6.6	6.7	6.5	6.6	6.1
4.9	4.8	5.7	5.4	6.7	6.4	6.3	6.0	6.8	5.5	6.3	4.8	6.4	5.9	5.5	6.3	5.5
5.6	5.1	6.1	5.7	7.0	6.7	6.4	6.3	7.1	4.4	6.2	5.6	6.4	6.3	6.3	6.5	5.9
6.7	5.9	7.0	6.8	7.9	7.8	7.5	7.4	7.8	6.2	7.2	6.1	7.5	7.7	7.1	7.3	6.7
5.6	4.6	5.8	5.3	6.9	7.0	6.9	6.3	7.3	5.4	6.5	5.7	6.1	6.1	5.9	6.3	5.7
5.5	5.0	5.7	6.0	6.7	6.7	5.5	5.0	4.0	4.0	3.5	5.5	6.8	6.0	6.3	7.0	7.3
5.9	5.6	7.2	6.7	7.6	7.1	6.9	6.5	8.0	5.6	6.6	6.0	7.3	7.3	7.1	7.5	6.8
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5.6	4.7	5.3	5.2	6.8	6.5	6.4	6.9	6.8	4.0	5.5	5.2	5.8	5.6	6.1	5.9	5.3
6.1	5.6	5.6	5.4	6.6	6.4	6.4	6.5	6.9	5.3	6.9	6.3	5.9	5.6	5.9	6.1	5.4
4.0	3.9	5.1	4.3	6.0	5.9	6.8	6.4	6.9	5.6	6.4	5.4	4.9	5.0	5.1	4.8	4.8
5.6	5.3	6.2	5.8	7.3	7.1	6.3	6.1	6.8	3.4	6.5	5.5	5.8	6.3	5.8	6.1	5.5
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6.5	5.3	5.8	5.8	7.3	7.3	6.5	6.1	7.5	4.6	6.5	5.8	6.4	6.8	5.7	6.4	5.6
6.0	3.5	8.0	6.0	7.5	8.0	7.0	4.5	7.3	6.5	6.0	5.7	7.0	7.0	7.0	8.0	6.5
6.4	5.8	7.4	6.7	8.0	8.0	7.4	7.3	8.0	5.6	6.9	5.7	7.5	7.8	7.5	7.1	6.8
5.7	4.8	5.4	5.6	6.7	6.6	6.2	5.0	6.9	3.0	6.7	5.9	7.4	6.5	6.0	6.8	6.9
6.9	6.2	7.2	7.0	7.9	7.9	7.6	7.6	8.0	6.3	7.5	6.4	7.7	7.9	7.1	7.6	6.8
6.6	5.4	6.1	6.2	7.8	7.3	7.2	7.0	7.3	6.5	6.3	5.7	6.6	6.6	6.6	7.0	6.4
5.9	5.3	6.2	5.9	7.2	7.1	6.9	6.8	7.4	5.3	6.8	5.7	6.8	6.9	6.6	6.7	6.1
6.3	5.5	6.7	6.4	7.5	7.4	7.0	6.8	7.4	5.3	6.5	6.0	7.0	6.9	6.6	6.9	6.4

												Behavior Questions					
												Paid property taxes in the last 12 months?		How frequently do you use the Township parks and recreati...			
Physically attractive/great curb appeal	A great place for families	A great place to have a business	Growing responsibly	A safe place to bike and walk	A safe place to walk at night	A perfect community for me	Recommend the Township as a place to live	Remain living in the Township five years from now	Be a community volunteer	Encourage someone to start a business in the Township	Support the current Township government administration	Yes	No	Never	Fewer than 6 times a year	6-12 times a year	More than 12 times a year
6.0	**6.8**	**6.1**	**6.4**	**6.1**	**5.0**	**6.4**	**6.6**	**7.1**	**5.4**	**5.6**	**6.9**	**84%**	**11%**	**13%**	**41%**	**19%**	**21%**
6.1		**5.3**	**6.0**				**6.2**	**7.0**	**5.3**	**5.2**	**6.5**						
6.3	7.0	7.2	7.0	6.4	4.9	6.2	6.2	7.4	5.9	7.0	6.7	30%	70%	10%	20%	40%	30%
5.4	6.6	6.0	6.3	6.0	4.6	5.9	6.2	5.4	5.7	5.5	6.1	74%	23%	6%	37%	17%	34%
6.1	6.9	5.8	6.7	5.4	5.4	6.5	7.2	6.9	5.0	6.1	7	77%	20%	10%	37%	33%	20%
6.0	6.7	6.1	6.4	6.2	4.9	6.5	6.6	7.4	5.4	5.5	7	90%	5%	14%	43%	17%	19%
6.1	6.8	6.2	6.4	6.2	5.0	6.4	6.7	7.0	5.3	5.5	6.6	92%	3%	12%	42%	17%	23%
5.0	5.9	5.2	6.0	5.7	4.1	5.9	5.5	6.2	4.5	5.0	6.1	16%	84%	13%	48%	26%	13%
5.8	6.7	6.0	6.4	6.1	5.0	6.4	6.6	7.1	5.4	5.5	6.9	88%	8%	11%	43%	20%	22%
6.5	7.4	7.3	6.5	6.1	5.3	7.0	7.1	7.3	5.8	6.4	6.6	90%	10%	14%	38%	14%	21%
7.3	7.7	6.7	7.7	7.8	6.0	7.5	6.8	6.8	7.5	6.0	7	75%	-	-	25%	25%	25%
6.1	6.5	5.3	6.7	6.3	4.1	6.3	6.5	7.3	3.3	5.6	7.5	8%	92%	15%	46%	15%	23%
7.0	8.0	7.0	8.0	8.0	6.0	6.0	7.0	5.0	4.0	7.0	6	100%	-	50%	-	50%	-
5.8	6.3	5.5	5.9	5.8	4.2	5.8	5.8	6.7	5.6	5.3	6.7	81%	5%	24%	38%	19%	14%
7.0	6.0	6.0	6.0	6.0	4.5	6.5	6.5	8.0	6.0	6.0	7	100%	-	100%	-	-	-
5.4	6.3	6.0	6.2	5.7	4.5	6.0	6.4	6.9	5.9	6.0	7.3	81%	14%	7%	40%	17%	31%
5.7	6.6	5.9	6.1	5.7	4.9	6.2	6.5	6.7	5.3	5.3	6.4	87%	8%	9%	41%	23%	21%
5.2	6.1	4.8	5.8	5.9	4.6	5.7	5.5	5.9	4.1	3.5	5.1	57%	36%	14%	50%	21%	14%
5.7	6.6	5.9	6.1	5.7	4.9	6.2	6.5	6.7	5.3	5.3	6.4	87%	8%	9%	41%	23%	21%
5.2	6.1	4.8	5.8	5.9	4.6	5.7	5.5	5.9	4.1	3.5	5.1	57%	36%	14%	50%	21%	14%
6.9	7.4	6.9	7.4	7.1	5.3	7.1	7.2	8.2	5.7	6.5	7.8	85%	12%	22%	40%	12%	17%
5.7	6.7	6.4	6.6	6.3	5.2	6.2	6.6	6.5	6.2	6.7	7.8	83%	17%	4%	48%	9%	26%
5.9	6.7	6.0	6.3	6.0	4.9	6.4	6.5	7.0	5.2	5.4	6.6	85%	11%	12%	42%	21%	21%
4.0	6.0	7.0	7.0	6.0	-	6.0	6.0	6.0	3.0	8.0	8	100%	-	-	100%	-	-
5.0	5.8	3.7	3.5	6.5	2.7	4.5	4.8	7.0	5.7	3.7	6.5	-	100%	25%	25%	-	50%
5.2	6.3	5.5	5.5	6.2	4.6	6.0	6.3	5.3	5.0	4.9	5.2	74%	26%	-	19%	37%	41%
5.4	6.5	5.7	6.4	5.8	5.3	6.1	6.1	6.2	5.2	5.6	6.2	76%	18%	5%	32%	34%	29%
6.0	6.9	6.5	6.5	5.7	5.2	6.6	6.8	7.2	5.8	5.9	6.9	93%	6%	10%	42%	24%	19%
5.9	6.6	6.0	6.3	5.8	4.5	6.3	6.5	7.1	5.3	5.4	7.1	89%	5%	14%	54%	11%	16%
6.7	7.2	6.7	7.1	6.9	5.2	6.9	7.1	8.2	5.5	6.1	7.6	85%	10%	21%	41%	11%	15%
5.0	5.7	6.3	5.7	6.0	5.3	6.5	4.8	7.5	5.0	5.4	5.8	60%	40%	-	60%	40%	-
5.4	6.0	5.6	5.4	5.6	4.2	5.8	5.4	6.2	3.5	4.3	6.1	67%	23%	30%	43%	10%	3%
5.9	6.4	6.0	6.3	6.2	4.7	6.1	6.3	7.3	4.8	5.6	7	81%	14%	15%	45%	18%	15%
6.2	7.1	6.6	6.7	6.2	5.3	6.7	7.0	7.2	5.8	6.0	6.8	89%	8%	9%	40%	23%	23%
5.9	7.0	5.8	6.7	5.9	5.0	6.6	7.0	7.1	6.1	5.8	7.2	91%	6%	10%	38%	17%	32%
5.8	7.0	6.7	6.6	6.7	5.8	6.5	6.3	6.9	4.0	5.7	6.5	38%	62%	29%	43%	10%	14%
5.9	6.2	5.7	6.6	6.3	4.6	6.4	6.3	7.5	4.8	5.6	6.6	68%	23%	22%	40%	20%	15%
5.8	6.7	6.1	6.3	6.0	4.9	6.3	6.6	7.0	5.6	5.8	7.2	90%	5%	10%	39%	21%	20%
6.1	7.1	6.3	6.6	5.9	5.0	6.5	7.0	7.0	5.8	5.6	6.9	98%	-	7%	44%	17%	30%
5.8	6.4	6.1	6.3	6.4	5.4	6.6	6.2	7.1	4.5	5.7	6.2	65%	29%	14%	41%	22%	18%
5.9	6.8	6.2	6.4	6.0	4.9	6.3	6.7	6.9	5.6	5.6	6.9	89%	7%	13%	39%	19%	23%
6.4	7.0	5.8	6.7	6.2	4.6	6.8	6.9	8.0	5.5	5.6	7.7	85%	13%	15%	53%	15%	13%
5.8	6.8	6.0	6.4	6.2	5.3	6.3	6.4	6.2	5.9	5.6	6.4	89%	11%	2%	28%	30%	36%
5.9	6.7	6.1	6.4	5.8	5.1	6.2	6.3	7.0	5.5	5.5	7	89%	8%	8%	50%	23%	15%
5.8	6.7	5.7	6.5	6.5	4.8	5.8	6.5	8.1	4.5	6.5	6	58%	17%	25%	58%	-	17%
6.1	6.9	6.2	6.7	6.2	4.8	6.7	6.9	7.4	5.2	5.6	7.2	82%	13%	16%	40%	17%	20%
6.6	7.3	6.7	7.1	6.7	5.2	7.3	7.3	8.1	5.4	6.3	7.1	74%	19%	22%	48%	7%	15%
5.7	6.5	5.8	6.3	6.0	4.6	6.2	6.5	7.2	5.2	5.4	7.1	85%	9%	15%	41%	17%	20%
5.9	6.9	6.7	6.5	6.1	5.2	6.6	6.6	7.0	5.7	5.9	7	86%	10%	14%	51%	10%	18%
6.0	6.9	5.9	6.1	5.9	5.3	6.3	6.7	6.6	5.8	5.8	6.5	88%	12%	4%	33%	35%	29%
6.0	6.5	6.1	6.8	5.9	5.1	5.9	6.1	6.3	5.4	5.6	6.6	88%	13%	-	29%	33%	33%
5.5	6.8	6.3	6.3	7.0	4.7	6.0	6.5	7.5	5.7	5.3	5.7	100%	-	-	50%	25%	25%
2.0	3.0	3.0	-	5.0	2.0	2.0	2.0	-	5.0	1.0	3	100%	-	-	-	100%	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.0	3.0	3.0	-	5.0	2.0	2.0	2.0	-	5.0	1.0	3	100%	-	-	-	100%	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6.0	6.8	6.4	6.6	6.3	5.2	6.5	6.7	7.3	5.3	5.7	7	85%	11%	13%	44%	19%	19%
5.9	6.7	5.9	6.3	6.0	4.8	6.4	6.6	7.0	5.4	5.6	6.8	84%	12%	12%	41%	19%	24%
6.8	7.8	6.5	6.8	6.5	6.0	8.5	7.8	8.3	4.3	6.5	7.7	75%	25%	-	50%	-	50%
7.9	8.3	8.3	8.4	8.5	6.7	8.0	8.1	8.6	7.1	6.7	8.4	75%	13%	38%	13%	13%	25%
6.9	7.2	6.5	6.9	7.0	6.3	6.7	7.2	6.8	5.7	6.5	7.3	77%	21%	9%	45%	21%	15%
3.8	5.6	5.6	3.8	4.2	4.2	6.2	6.8	7.0	5.8	6.8	7.3	80%	20%	-	20%	40%	40%
5.8	6.6	6.0	6.3	5.9	4.6	6.3	6.5	7.2	5.3	5.5	6.8	87%	8%	13%	40%	19%	22%
5.0	6.1	5.3	5.3	5.2	4.1	5.9	5.8	5.9	5.0	4.6	5.6	83%	17%	-	50%	28%	22%
5.5	6.3	5.7	6.1	5.9	4.4	6.3	6.3	7.0	5.1	5.2	6.6	79%	15%	17%	42%	20%	18%
6.6	7.4	6.7	7.1	6.5	5.7	6.9	7.2	7.4	5.8	6.2	7.2	94%	4%	9%	39%	17%	26%
5.8	6.2	5.5	5.7	5.8	4.5	5.3	5.6	6.3	4.7	5.3	6.6	64%	29%	11%	54%	21%	11%
6.7	7.3	7.0	7.0	6.3	5.0	7.0	6.5	7.0	3.0	6.8	6	25%	75%	25%	75%	-	-
6.3	7.1	6.7	6.9	6.2	4.8	6.9	7.3	7.9	5.5	5.8	7.1	90%	6%	10%	42%	15%	29%
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4.6	5.7	5.1	5.3	6.0	4.2	5.8	5.6	6.8	4.5	4.1	6.6	78%	22%	24%	35%	22%	19%
5.0	5.8	5.6	5.6	5.5	4.6	5.8	5.8	6.7	5.0	6.0	6.9	75%	6%	13%	56%	19%	6%
5.0	4.7	4.6	5.5	4.8	3.8	4.4	4.3	4.2	3.2	4.0	5.6	58%	42%	8%	50%	25%	8%
5.5	6.2	5.6	5.9	6.1	4.0	6.2	5.9	6.6	5.8	5.5	6.2	79%	7%	7%	50%	43%	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5.5	6.6	5.8	5.8	6.2	5.1	5.9	5.9	7.3	6.1	6.2	7.4	73%	13%	20%	53%	7%	13%
7.3	7.7	4.0	2.0	6.3	4.0	5.7	6.7	6.7	5.0	1.0	5	67%	33%	-	33%	67%	-
6.8	7.4	7.2	7.3	7.0	5.8	7.3	7.5	7.8	5.7	6.5	7.5	94%	6%	6%	29%	16%	29%
6.5	6.8	5.6	5.8	5.1	3.9	6.2	6.5	6.8	6.5	3.2	5.8	73%	9%	27%	18%	18%	27%
6.7	7.6	6.9	7.3	6.6	6.0	7.1	7.4	7.3	5.9	6.3	7.1	95%	4%	8%	38%	18%	29%
5.8	6.8	5.9	6.6	5.3	5.0	6.2	6.5	7.9	5.3	6.4	7.4	95%	-	16%	58%	16%	5%
6.0	6.6	5.8	6.2	6.1	4.9	6.2	6.4	6.8	5.3	5.4	6.7	79%	16%	12%	43%	19%	20%
6.0	6.9	6.4	6.7	6.2	5.1	6.6	6.9	7.4	5.5	5.8	7.1	90%	7%	14%	39%	20%	22%

Non Residential

What types of non-residential development does the Townsh...

Neighborhood commercial (cafe, beauty shop, corner store, etc.)	Regional commercial (big box, etc.)	General business offices	Industrial	Grocery stores	Medical (doctor/dentist offices)	Banks	Places of worship	Restaurants	Pubs/bars/brewery/meadery	Recreational (pool hall, entertainment, gyms, etc.)	Cultural (museums, theaters, galleries, gardens, etc.)	Lodging (hotels, bed and breakfast, etc.)	Specialty stores (shoes, sporting goods, etc.)
48%	**20%**	**17%**	**14%**	**38%**	**16%**	**12%**	**10%**	**63%**	**27%**	**43%**	**59%**	**21%**	**36%**
33%	22%	-	11%	33%	22%	44%	-	67%	33%	67%	78%	22%	33%
53%	19%	25%	13%	47%	28%	16%	9%	56%	25%	47%	69%	28%	44%
38%	12%	4%	4%	19%	8%	15%	4%	54%	38%	42%	42%	19%	23%
49%	20%	17%	15%	39%	14%	9%	10%	65%	26%	41%	58%	19%	37%
46%	19%	17%	13%	37%	18%	12%	10%	67%	28%	44%	58%	19%	38%
56%	22%	19%	19%	48%	15%	19%	7%	41%	15%	48%	67%	26%	33%
48%	20%	14%	15%	35%	16%	10%	8%	69%	30%	45%	60%	20%	35%
33%	17%	13%	8%	46%	8%	8%	13%	46%	29%	46%	38%	25%	33%
25%	-	25%	25%	25%	-	25%	50%	-	25%	25%	25%	-	50%
67%	33%	25%	8%	58%	25%	33%	17%	33%	8%	58%	75%	33%	42%
100%	-	-	-	50%	50%	-	-	100%	50%	-	-	-	50%
72%	17%	44%	17%	56%	17%	22%	11%	61%	6%	22%	83%	22%	44%
-	-	-	-	-	-	-	-	100%	-	-	100%	-	-
41%	18%	21%	26%	41%	26%	10%	13%	69%	26%	41%	69%	28%	41%
46%	19%	16%	10%	32%	10%	12%	7%	65%	34%	49%	54%	12%	32%
83%	33%	25%	-	75%	25%	17%	33%	67%	17%	42%	75%	33%	50%
51%	19%	14%	18%	40%	21%	13%	10%	56%	17%	35%	58%	32%	39%
29%	14%	14%	19%	43%	19%	5%	10%	76%	33%	52%	71%	29%	48%
50%	20%	17%	14%	39%	16%	13%	9%	65%	28%	45%	60%	20%	37%
100%	-	-	-	100%	-	-	-	100%	-	-	-	-	100%
25%	25%	25%	-	25%	25%	50%	-	50%	50%	75%	100%	25%	75%
29%	4%	4%	4%	13%	13%	13%	-	63%	33%	63%	46%	8%	13%
43%	27%	16%	16%	27%	11%	11%	8%	76%	46%	59%	65%	19%	41%
53%	20%	17%	10%	42%	10%	7%	5%	67%	27%	40%	53%	15%	37%
53%	19%	21%	14%	47%	21%	13%	21%	60%	26%	44%	60%	23%	34%
50%	23%	17%	21%	39%	18%	14%	8%	58%	17%	30%	61%	29%	41%
75%	25%	25%	-	75%	-	50%	25%	25%	-	50%	25%	-	50%
35%	22%	13%	13%	48%	17%	13%	17%	52%	13%	30%	52%	17%	39%
51%	24%	22%	28%	42%	18%	13%	10%	65%	26%	40%	60%	29%	44%
49%	19%	14%	8%	28%	15%	11%	6%	68%	36%	48%	56%	13%	31%
48%	16%	16%	7%	42%	15%	10%	10%	61%	22%	43%	67%	27%	31%
53%	32%	32%	11%	47%	21%	32%	5%	42%	26%	53%	58%	11%	42%
54%	24%	20%	26%	41%	24%	20%	13%	61%	19%	37%	56%	33%	43%
47%	18%	18%	11%	38%	14%	9%	11%	60%	27%	40%	57%	17%	40%
47%	17%	11%	10%	33%	12%	6%	9%	78%	37%	49%	64%	20%	28%
51%	21%	19%	13%	40%	13%	26%	9%	51%	32%	43%	51%	17%	30%
45%	16%	16%	11%	35%	16%	8%	10%	67%	26%	44%	62%	22%	37%
57%	31%	21%	24%	40%	19%	14%	10%	60%	29%	40%	52%	21%	40%
40%	13%	17%	4%	29%	17%	10%	6%	71%	40%	54%	56%	6%	42%
49%	24%	19%	15%	38%	12%	12%	14%	78%	31%	49%	60%	18%	41%
42%	33%	8%	17%	50%	33%	17%	8%	67%	33%	33%	67%	42%	42%
52%	16%	19%	14%	34%	14%	11%	8%	56%	23%	36%	58%	22%	33%
53%	22%	20%	14%	39%	16%	18%	10%	55%	29%	47%	61%	22%	31%
51%	18%	15%	14%	39%	15%	8%	10%	56%	22%	33%	60%	25%	35%
49%	28%	12%	9%	47%	12%	14%	12%	72%	30%	51%	56%	16%	30%
49%	13%	16%	13%	36%	13%	11%	7%	71%	40%	47%	62%	18%	44%
29%	25%	33%	21%	25%	25%	17%	13%	71%	21%	63%	63%	17%	46%
50%	-	-	25%	-	25%	25%	-	100%	25%	50%	-	25%	25%
100%	-	-	-	100%	-	-	100%	100%	-	-	100%	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-
41%	28%	18%	22%	38%	14%	11%	8%	62%	33%	47%	52%	21%	33%
54%	15%	14%	8%	40%	16%	14%	10%	66%	25%	40%	64%	22%	39%
75%	25%	-	-	50%	-	25%	-	25%	-	50%	25%	25%	50%
13%	-	25%	-	50%	50%	13%	13%	88%	25%	75%	25%	13%	25%
48%	25%	23%	18%	48%	25%	25%	23%	68%	14%	45%	64%	20%	41%
40%	-	20%	-	40%	40%	-	-	80%	40%	60%	20%	-	20%
51%	20%	16%	12%	36%	13%	10%	8%	63%	30%	42%	62%	22%	34%
47%	18%	18%	35%	29%	24%	6%	6%	59%	24%	41%	35%	18%	47%
55%	21%	17%	15%	46%	18%	16%	13%	54%	21%	45%	62%	29%	34%
38%	18%	13%	8%	26%	12%	8%	9%	71%	37%	42%	56%	13%	38%
63%	26%	26%	37%	59%	26%	15%	-	67%	15%	44%	56%	19%	41%
67%	-	33%	-	67%	33%	-	-	33%	33%	33%	33%	33%	33%
41%	10%	18%	15%	38%	13%	5%	13%	41%	23%	54%	64%	36%	26%
-	-	-	-	-	-	-	-	-	-	-	-	-	-
50%	28%	19%	22%	44%	22%	28%	9%	50%	13%	34%	56%	22%	38%
53%	33%	20%	13%	40%	20%	13%	27%	73%	13%	67%	80%	47%	60%
38%	23%	23%	38%	46%	38%	15%	-	77%	15%	38%	54%	15%	38%
79%	29%	7%	14%	64%	-	7%	14%	79%	36%	29%	50%	7%	29%
-	-	-	-	-	-	-	-	-	-	-	-	-	-
85%	15%	31%	38%	85%	23%	31%	-	69%	23%	46%	38%	23%	23%
100%	100%	-	-	33%	-	-	-	33%	-	33%	100%	33%	100%
50%	21%	14%	11%	36%	21%	7%	18%	64%	29%	39%	61%	7%	29%
50%	-	-	-	38%	13%	13%	13%	63%	25%	50%	63%	13%	13%
34%	17%	14%	7%	15%	7%	6%	4%	69%	41%	38%	52%	14%	38%
47%	20%	13%	13%	47%	20%	13%	13%	93%	47%	60%	67%	27%	67%
48%	19%	17%	14%	38%	19%	14%	11%	67%	29%	43%	59%	19%	35%
49%	20%	16%	14%	38%	13%	10%	8%	60%	26%	43%	58%	22%	38%

Residential Housing

What types of residential housing does the township need?...

Larger single family (+2,000 sq/ft)	Smaller single family (-2,000 sq/ft)	Assisted living	Independent senior housing	Townhomes	Small mutiple family (duplex, triplex, quadplex)	Multiple family condominium/apartments	More housing options in general
30%	**44%**	**28%**	**44%**	**21%**	**12%**	**14%**	**35%**
-	20%	20%	60%	40%	40%	20%	100%
36%	50%	32%	36%	25%	32%	21%	39%
30%	61%	17%	30%	4%	-	-	30%
30%	42%	29%	47%	21%	9%	13%	32%
31%	46%	26%	46%	22%	10%	10%	31%
35%	38%	31%	46%	31%	35%	35%	77%
32%	47%	26%	41%	20%	9%	13%	32%
29%	48%	29%	33%	19%	10%	10%	19%
67%	-	33%	33%	-	-	-	-
27%	27%	45%	73%	18%	36%	36%	91%
50%	50%	-	50%	50%	-	-	-
5%	42%	42%	68%	32%	32%	16%	58%
100%	-	-	-	-	-	-	-
34%	49%	29%	43%	26%	14%	14%	51%
35%	51%	25%	32%	21%	12%	15%	25%
21%	36%	14%	43%	29%	21%	29%	57%
22%	34%	36%	65%	16%	8%	8%	38%
38%	43%	33%	38%	10%	10%	10%	48%
31%	48%	27%	44%	22%	12%	15%	35%
100%	100%	-	100%	-	-	-	-
33%	33%	67%	67%	33%	100%	33%	67%
63%	47%	5%	5%	21%	5%	5%	26%
48%	55%	23%	23%	23%	13%	23%	35%
33%	44%	31%	40%	25%	8%	12%	33%
21%	49%	24%	41%	20%	16%	17%	36%
20%	33%	36%	68%	16%	7%	9%	36%
60%	20%	-	20%	-	-	20%	60%
14%	43%	48%	57%	29%	33%	10%	62%
30%	41%	28%	49%	20%	17%	17%	41%
37%	44%	32%	46%	19%	6%	15%	22%
26%	51%	20%	35%	22%	7%	9%	33%
22%	33%	33%	61%	17%	33%	39%	72%
35%	43%	37%	45%	27%	24%	14%	47%
26%	51%	26%	44%	17%	6%	9%	33%
40%	44%	22%	36%	21%	6%	14%	18%
30%	33%	30%	51%	21%	23%	16%	56%
32%	48%	28%	40%	20%	8%	13%	29%
23%	43%	30%	58%	23%	15%	13%	30%
58%	53%	20%	15%	23%	10%	10%	23%
38%	43%	29%	33%	23%	7%	17%	28%
18%	36%	27%	55%	18%	36%	18%	55%
19%	42%	24%	53%	19%	11%	11%	39%
19%	30%	30%	63%	12%	21%	12%	42%
19%	49%	27%	52%	18%	8%	10%	38%
41%	44%	41%	41%	28%	15%	23%	26%
57%	43%	19%	24%	26%	12%	14%	26%
32%	63%	26%	26%	26%	5%	16%	37%
67%	33%	-	-	-	-	-	-
-	-	-	-	-	-	-	100%
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	100%
-	-	-	-	-	-	-	-
34%	49%	27%	42%	19%	10%	13%	32%
27%	41%	29%	47%	24%	14%	14%	35%
67%	-	-	33%	-	-	67%	100%
40%	40%	-	20%	-	-	20%	20%
40%	33%	40%	53%	33%	22%	24%	51%
20%	60%	20%	20%	-	-	-	60%
29%	46%	26%	41%	19%	11%	9%	29%
18%	29%	29%	47%	24%	-	12%	59%
29%	39%	31%	51%	21%	18%	16%	39%
32%	46%	22%	36%	17%	3%	12%	29%
25%	57%	39%	46%	36%	14%	11%	39%
-	-	-	25%	50%	25%	25%	75%
19%	40%	31%	60%	26%	14%	10%	26%
-	-	-	-	-	-	-	-
44%	47%	34%	50%	16%	16%	19%	44%
25%	50%	31%	31%	25%	38%	25%	56%
38%	38%	54%	46%	38%	15%	23%	62%
17%	17%	33%	67%	8%	-	8%	25%
-	-	-	-	-	-	-	-
23%	77%	23%	38%	23%	15%	8%	23%
-	33%	33%	100%	67%	-	-	67%
27%	45%	18%	36%	18%	9%	9%	50%
30%	40%	20%	40%	-	10%	-	20%
37%	43%	25%	33%	20%	2%	12%	22%
23%	62%	23%	46%	8%	-	15%	23%
30%	42%	25%	42%	21%	16%	12%	41%
30%	46%	31%	46%	21%	8%	15%	28%

Like Best

What three things do you like best about living in Ypsila...

Location	Quality Township services	Quality schools	Diversity	Community history and pride	Access to basic needs (food, health services)	Recreational opportunities	Quality housing stock	Protection and access to natural resources/features	Other (please specify below)
77%	**21%**	**7%**	**40%**	**22%**	**45%**	**14%**	**13%**	**13%**	**8%**
60%	10%	10%	40%	30%	40%	50%	10%	10%	10%
71%	11%	11%	40%	17%	31%	9%	23%	11%	9%
78%	22%	11%	33%	22%	48%	30%	7%	30%	15%
79%	24%	5%	41%	23%	48%	12%	12%	12%	7%
77%	23%	6%	38%	20%	47%	14%	13%	14%	9%
74%	15%	15%	33%	37%	37%	22%	15%	4%	11%
76%	22%	6%	41%	23%	45%	13%	12%	13%	9%
73%	12%	12%	42%	19%	54%	27%	15%	8%	4%
100%	-	-	25%	50%	25%	-	25%	50%	-
75%	33%	17%	33%	25%	50%	17%	17%	8%	8%
100%	-	-	-	-	-	-	-	-	-
80%	20%	-	30%	20%	40%	15%	20%	20%	10%
100%	-	-	-	-	100%	-	-	-	-
85%	25%	5%	45%	33%	38%	13%	5%	10%	8%
77%	13%	9%	44%	19%	42%	14%	15%	13%	9%
58%	17%	8%	25%	17%	50%	8%	17%	33%	17%
76%	35%	4%	32%	23%	55%	17%	12%	12%	5%
73%	32%	9%	50%	27%	50%	18%	5%	9%	5%
77%	20%	7%	40%	19%	44%	14%	14%	14%	9%
100%	-	-	-	-	100%	-	-	-	-
75%	-	-	75%	50%	50%	25%	-	-	-
72%	8%	8%	32%	24%	40%	32%	12%	12%	12%
77%	6%	14%	40%	23%	40%	9%	20%	17%	14%
75%	19%	9%	47%	17%	44%	17%	11%	19%	8%
81%	19%	5%	41%	22%	42%	8%	15%	9%	9%
76%	37%	3%	35%	25%	54%	14%	10%	11%	4%
80%	20%	20%	20%	60%	40%	40%	20%	20%	-
84%	28%	16%	24%	32%	48%	16%	8%	8%	-
67%	21%	3%	32%	31%	49%	13%	8%	11%	7%
82%	17%	6%	43%	18%	46%	12%	13%	15%	9%
77%	26%	7%	50%	15%	39%	18%	18%	16%	12%
83%	11%	11%	44%	39%	44%	28%	-	11%	-
76%	20%	3%	31%	32%	54%	14%	12%	10%	7%
73%	25%	7%	41%	22%	45%	12%	15%	13%	7%
78%	18%	8%	48%	12%	39%	18%	15%	15%	13%
72%	13%	6%	45%	23%	47%	17%	9%	17%	6%
78%	20%	6%	42%	20%	46%	13%	14%	13%	10%
80%	33%	7%	29%	31%	44%	13%	13%	11%	2%
85%	11%	11%	43%	23%	34%	17%	17%	15%	11%
81%	14%	12%	45%	21%	46%	14%	12%	14%	9%
55%	27%	9%	36%	27%	64%	18%	-	18%	-
76%	27%	3%	39%	23%	45%	14%	12%	13%	8%
78%	29%	4%	37%	27%	49%	10%	8%	10%	6%
74%	27%	3%	38%	19%	46%	14%	13%	15%	7%
81%	12%	14%	47%	21%	56%	16%	9%	12%	5%
69%	11%	16%	47%	27%	36%	22%	18%	16%	11%
83%	17%	4%	39%	30%	39%	13%	22%	9%	17%
100%	-	-	25%	-	50%	-	25%	-	25%
100%	-	-	100%	-	100%	-	-	-	-
-	-	-	-	-	-	-	-	-	-
100%	-	-	100%	-	100%	-	-	-	-
-	-	-	-	-	-	-	-	-	-
81%	25%	7%	45%	20%	45%	16%	13%	12%	7%
75%	18%	6%	38%	24%	46%	14%	14%	13%	9%
100%	50%	25%	75%	25%	25%	-	25%	25%	25%
86%	29%	-	57%	29%	43%	-	14%	29%	-
70%	21%	9%	53%	23%	26%	15%	19%	13%	11%
100%	-	20%	80%	-	20%	40%	-	-	20%
77%	21%	6%	37%	24%	49%	15%	11%	13%	8%
89%	-	11%	39%	11%	56%	22%	6%	11%	11%
84%	25%	4%	37%	29%	48%	10%	7%	9%	9%
71%	17%	10%	48%	12%	43%	18%	20%	20%	8%
72%	24%	7%	24%	34%	38%	21%	10%	7%	3%
100%	-	-	33%	-	67%	-	33%	-	-
87%	21%	4%	40%	15%	60%	15%	4%	11%	2%
-	-	-	-	-	-	-	-	-	-
79%	26%	3%	38%	47%	35%	9%	6%	9%	15%
69%	38%	6%	31%	44%	44%	-	6%	-	13%
69%	23%	8%	31%	46%	38%	15%	-	8%	-
93%	36%	-	29%	36%	36%	7%	7%	14%	7%
-	-	-	-	-	-	-	-	-	-
79%	14%	-	36%	36%	36%	21%	21%	-	-
67%	67%	33%	-	33%	-	33%	-	33%	33%
70%	13%	10%	40%	13%	37%	20%	23%	27%	10%
90%	20%	-	10%	-	70%	20%	10%	20%	30%
69%	23%	8%	51%	7%	51%	17%	23%	20%	4%
75%	6%	19%	50%	38%	25%	6%	6%	13%	13%
74%	23%	8%	35%	24%	46%	14%	17%	17%	12%
80%	20%	6%	45%	21%	45%	15%	9%	10%	4%

Preferred Changes

Which three things would you like to see change about Yps...

More diversified housing stock	Housing affordability	Quality of schools	Better township services	Access to employment opportunities	Access to basic needs (food, health services)	Other (please specify below)
14%	**31%**	**66%**	**23%**	**44%**	**28%**	**16%**
-	50%	75%	25%	25%	38%	-
18%	45%	64%	21%	52%	33%	15%
14%	32%	59%	18%	27%	36%	27%
14%	27%	67%	24%	46%	25%	15%
14%	24%	65%	24%	44%	30%	18%
14%	86%	64%	25%	46%	36%	4%
14%	25%	67%	22%	44%	27%	18%
9%	32%	86%	36%	50%	18%	18%
-	25%	50%	25%	50%	25%	25%
8%	92%	58%	25%	42%	42%	-
-	50%	50%	-	-	50%	-
33%	56%	56%	22%	50%	33%	-
-	-	100%	-	100%	-	-
23%	30%	75%	23%	43%	23%	10%
11%	20%	68%	21%	45%	25%	19%
7%	43%	64%	29%	57%	29%	14%
16%	47%	58%	25%	41%	36%	13%
17%	30%	78%	17%	48%	17%	9%
14%	29%	65%	24%	46%	29%	17%
-	-	100%	-	100%	100%	-
25%	75%	75%	-	25%	25%	-
9%	32%	77%	18%	41%	27%	18%
9%	26%	65%	21%	44%	21%	26%
12%	15%	73%	25%	42%	20%	20%
14%	33%	70%	30%	50%	29%	13%
17%	42%	54%	17%	42%	35%	10%
-	50%	25%	75%	75%	100%	-
13%	58%	63%	21%	46%	38%	8%
17%	40%	67%	23%	51%	30%	10%
15%	23%	67%	16%	43%	22%	17%
10%	22%	68%	30%	36%	26%	22%
15%	60%	70%	35%	40%	45%	5%
12%	46%	65%	15%	46%	38%	12%
14%	26%	65%	24%	52%	24%	19%
13%	14%	71%	23%	39%	21%	19%
20%	44%	60%	22%	49%	31%	11%
12%	27%	69%	24%	44%	25%	19%
12%	34%	63%	12%	44%	34%	5%
6%	23%	77%	19%	42%	25%	17%
14%	24%	67%	21%	47%	20%	20%
17%	50%	83%	25%	58%	33%	-
17%	31%	62%	24%	45%	29%	14%
17%	28%	53%	19%	40%	36%	13%
14%	37%	65%	28%	41%	28%	16%
16%	28%	77%	23%	47%	28%	21%
11%	18%	77%	27%	48%	20%	16%
8%	38%	63%	4%	54%	29%	17%
-	50%	50%	-	50%	-	-
-	100%	100%	100%	-	-	-
-	-	-	-	-	-	-
-	100%	100%	100%	-	-	-
-	-	-	-	-	-	-
14%	25%	65%	27%	45%	25%	17%
13%	34%	68%	20%	43%	30%	15%
25%	25%	75%	50%	25%	25%	25%
38%	25%	50%	38%	13%	38%	13%
19%	42%	60%	30%	58%	42%	12%
25%	25%	100%	50%	50%	25%	25%
11%	27%	68%	21%	42%	27%	17%
19%	44%	69%	31%	38%	6%	13%
12%	39%	75%	22%	47%	27%	15%
14%	21%	63%	24%	38%	24%	18%
23%	38%	42%	19%	65%	50%	8%
-	100%	100%	100%	-	-	-
15%	45%	73%	15%	33%	20%	8%
-	-	-	-	-	-	-
6%	44%	76%	18%	65%	35%	12%
13%	20%	93%	20%	60%	27%	27%
25%	58%	33%	17%	58%	50%	-
-	7%	57%	29%	36%	50%	14%
-	-	-	-	-	-	-
23%	23%	62%	23%	54%	38%	31%
-	-	50%	50%	100%	50%	-
28%	28%	60%	16%	56%	32%	12%
22%	33%	67%	44%	67%	11%	22%
10%	15%	64%	22%	34%	18%	21%
7%	33%	53%	33%	27%	40%	20%
16%	34%	64%	27%	52%	31%	15%
12%	28%	68%	19%	36%	25%	16%

Who Responded		2009 Response	
%	Count	%	Change
Valid	Valid	Valid	Valid
100%	**306**	**100%**	
3%	10	1%	2%
11%	35	13%	-2%
10%	31	13%	-3%
74%	225	73%	1%
69%	210	89%	-20%
10%	32	9%	1%
75%	228		
9%	29		
1%	4		
4%	13		
1%	2		
7%	21		
1%	2		
14%	43	19%	-5%
52%	158	38%	14%
5%	14	23%	-18%
29%	88	19%	10%
8%	23		8%
77%	236		
0%	1		
1%	4	2%	-1%
9%	27	5%	4%
13%	39	15%	-2%
22%	67	20%	2%
26%	81	22%	4%
26%	81	36%	-10%
2%	5	3%	-1%
10%	30	14%	-4%
26%	80	30%	-4%
35%	107	28%	7%
25%	77	24%	1%
8%	23	12%	-4%
20%	61	27%	-7%
37%	112	38%	-1%
29%	88	16%	13%
17%	52	12%	5%
63%	194	68%	-5%
15%	47	18%	-3%
17%	53	15%	2%
27%	84	23%	4%
4%	12	7%	-3%
47%	145	58%	-11%
18%	54		
38%	116		
16%	49		
16%	49		
8%	24		
1%	4		
0%	1		
-	-		
39%	119	42%	-3%
54%	165	57%	-3%
1%	4	1%	0%
3%	8	2%	1%
16%	49	15%	1%
2%	5	1%	1%
74%	225	77%	-3%
6%	18	2%	4%
45%	139		
44%	134		
10%	30		
1%	4		
16%	48		
-	-		
12%	38		
6%	17		
4%	13		
5%	14		
-	-		
5%	15		
1%	4		
10%	31		
4%	11		
25%	78		
6%	19		
50%	154		
50%	152		

2018 Ypsilanti Charter Township Community Engagement for Planning

Non-random Sample Results

Satisfaction Questions

Satisfaction with Township Services/Attributes (10 is perfect score)

		School district meeting the needs of the community	Preparation of students for solid careers	Preparation of students for college	Road maintenance	Amount of traffic congestion on the roads	Public transportation options	Accommodation for bicycle and foot traffic
2018 Scores		**5.3**	**5.0**	**5.0**	**5.8**	**5.7**	**6.0**	**5.1**
2009 Scores		**5.6**	**5.2**	**5.2**	**5.2**	**6.1**	**4.8**	**6.8**
Residency	One year or less	7.3	6.0	7.7	6.4	6.9	6.3	4.9
	1-5 years	5.5	4.8	4.8	6.0	6.5	5.9	5.1
	6-10 years	5.4	4.7	5.5	5.9	5.7	5.9	4.8
	More than 10 years	5.2	5.1	4.9	5.6	5.4	6.0	5.2
Own/Rent	Own	5.8	5.3	5.4	6.0	5.9	6.0	5.2
	Rent/Lease	3.5	3.8	4.0	2.9	4.1	3.7	3.1
Residence Type	Single family (less than 1 acre lot)	5.1	4.7	4.7	5.7	5.8	6.1	5.1
	Single family (1-5 acre lot)	5.7	5.8	5.9	6.0	5.6	5.6	4.9
	Single family (5+ acre lot)	8.0	7.0	5.7	6.3	5.0	5.7	6.0
	Apartment	2.0	2.0	2.0	2.0	1.0	4.0	2.5
	Manufactured home	7.0	6.0	6.0	5.7	5.3	6.0	6.7
	Multifamily	6.4	6.0	7.1	6.3	6.6	6.0	5.5
	Other	6.0	4.0	6.0	4.0	5.0	5.0	4.0
Employment Location	Yes	4.9	4.7	4.8	5.0	6.0	5.5	4.1
	No, a different community	5.3	5.1	4.9	6.0	5.7	5.9	5.2
	I am unemployed	6.0	5.5	5.5	6.5	7.0	8.0	8.0
	I am retired	5.7	5.0	5.5	5.8	5.4	6.3	5.5
Own/Manage Business	Yes	5.4	4.1	5.2	5.9	6.0	6.8	5.9
	No	5.5	5.2	5.2	5.9	5.9	6.0	5.1
Age	Under 18	-	-	-	-	-	-	-
	18 to 24	-	-	-	2.0	2.5	7.0	3.5
	25 to 34	4.9	4.4	4.1	4.9	5.6	4.6	4.2
	35 to 44	5.3	4.7	5.0	6.1	6.2	5.9	5.5
	45 to 54	5.2	5.3	5.0	5.5	5.7	5.6	4.3
	55 to 64	5.2	5.1	5.1	6.2	5.5	6.1	5.5
	65 or over	5.9	5.1	5.6	5.6	5.5	6.6	5.2
Education	Some high school or less	-	-	-	-	-	-	-
	High school graduate	5.0	4.1	5.0	6.0	6.3	7.1	5.8
	Some college	5.1	4.7	4.7	5.3	5.3	6.5	5.4
	College graduate	5.4	5.1	5.2	5.9	5.7	5.8	5.1
	Graduate degree(s)	5.6	5.4	5.2	5.9	6.0	5.7	4.9
Household Income	$25,000 or less	3.8	3.3	3.0	3.0	4.1	4.8	4.3
	$25,001 to $50,000	4.7	4.1	4.2	5.2	4.8	6.4	5.0
	$50,001 to $100,000	5.7	5.3	5.6	6.1	5.8	6.0	5.1
	Over $100,000	5.5	5.3	5.0	6.0	6.1	5.9	5.2
Marital Status	Single	4.4	4.6	4.3	5.8	5.8	5.2	4.8
	Married/living with partner	5.4	5.0	5.0	5.7	5.7	6.1	5.1
	Widowed/separated/ divorced	6.6	6.0	6.9	6.0	5.2	6.2	4.9
Household Members	Child(ren) age 12 or under	5.1	4.6	4.5	5.6	5.7	5.6	5.0
	Child(ren) over age 12	5.0	5.0	4.9	5.4	5.6	5.6	4.5
	Parent age 65 or older	4.0	4.5	4.3	3.9	3.9	2.3	3.7
	None of these	5.5	5.1	5.4	5.8	5.7	6.2	5.1
Number in Household	1	5.9	5.6	5.6	6.0	5.6	6.1	5.1
	2	5.3	4.9	5.1	5.7	6.0	6.2	5.4
	3	4.7	4.8	4.6	5.2	4.8	5.2	4.2
	4	5.3	4.8	4.5	5.7	5.8	5.9	5.3
	5	6.3	6.1	6.4	6.9	6.4	6.3	4.4
	6	5.0	5.0	5.0	5.3	5.5	6.0	6.3
	7	4.5	4.5	5.0	3.5	6.5	5.0	5.0
	8 or more	-	-	-	-	-	-	-
Gender	Male	5.7	5.0	5.2	5.5	6.0	6.2	5.6
	Female	5.3	5.2	5.1	6.0	5.5	5.8	4.8
Ethnicity	American Indian/Alaska Native/Hawaiian	8.0	8.0	8.0	7.5	7.0	7.5	7.0
	Asian	3.5	3.5	3.5	5.7	6.3	3.5	4.3
	Black/African American	5.4	5.1	5.5	5.7	4.7	6.4	4.8
	Hispanic/Latino	5.8	5.0	4.8	5.3	6.1	5.4	4.5
	White/Caucasian	5.5	5.2	5.2	5.8	5.9	5.9	5.0
	Other	3.6	3.6	2.5	6.2	4.8	5.5	6.2

Garbage collection service	Brush and leaf disposal	Recycling service	Amount and quality of services you receive for the local taxes you pay	Communication on how tax dollars are used	Shopping convenience for everyday items	Shopping convenience for major/specialty items	Sufficient choices for most of your shopping needs	Area restaurant choices	Communicating effectively with the community	Encouraging citizen ideas and involvement	Openness to resident questions or concerns	Enforcing appearance/safety codes for business properties
8.1	**8.0**	**7.4**	**6.6**	**5.4**	**6.6**	**5.0**	**5.7**	**5.2**	**6.4**	**6.1**	**6.8**	**6.4**
8.4	**8.1**	**8.4**			**7.6**	**6.7**	**7.0**		**7.0**	**6.0**		**5.9**
7.6	7.8	7.6	6.0	5.4	6.3	5.1	5.6	5.8	7.3	7.0	7.6	6.0
7.4	7.5	6.7	6.3	5.4	6.1	4.9	5.2	5.0	6.4	6.1	6.9	6.8
8.6	8.3	7.9	6.5	5.0	6.3	5.0	5.7	5.3	6.4	6.4	6.7	6.7
8.2	8.1	7.4	6.7	5.6	6.9	5.1	5.8	5.2	6.4	6.0	6.8	6.3
8.1	8.0	7.5	6.7	5.6	6.5	5.1	5.7	5.3	6.7	6.5	7.1	6.7
7.6	6.0	5.7	2.5	2.7	5.9	4.0	5.9	4.1	3.5	3.7	4.6	5.6
7.9	7.9	7.3	6.6	5.5	6.5	5.0	5.6	5.1	6.6	6.3	7.0	6.5
8.8	8.3	7.6	6.3	4.5	7.0	4.9	5.6	5.0	5.6	5.0	6.0	6.4
8.3	9.0	7.5	6.3	5.8	5.3	3.5	4.3	4.8	4.8	5.0	4.3	5.3
8.5	6.0	5.5	4.0	4.0	6.5	3.5	6.5	3.5	5.0	5.0	4.5	4.0
7.3	8.0	2.0	-	6.0	6.0	5.3	6.7	6.3	6.3	6.7	7.0	6.5
9.2	9.1	8.7	7.4	7.2	7.7	6.4	6.9	6.9	7.3	6.6	7.6	7.0
8.0	7.0	7.0	5.0	4.0	7.0	5.0	7.0	4.0	4.0	4.0	-	-
8.1	8.3	7.0	6.7	5.3	6.5	4.5	5.4	4.6	6.4	6.1	6.9	5.6
8.0	7.9	7.4	6.4	5.1	6.7	5.0	5.8	5.3	6.3	5.9	6.7	6.5
8.3	7.5	6.7	5.0	4.7	8.0	7.7	6.0	5.3	3.5	3.5	3.5	7.0
8.2	8.1	7.6	7.1	6.6	6.6	5.2	5.6	5.3	6.9	6.8	7.0	6.8
9.1	9.0	8.1	7.2	6.8	7.0	6.8	6.7	6.5	7.8	7.6	8.2	7.8
8.1	8.0	7.4	6.6	5.4	6.7	4.9	5.7	5.2	6.4	6.2	6.9	6.4
-	-	-	-	-	-	-	-	-	-	-	-	-
8.0	-	8.0	-	-	6.5	4.5	6.5	4.0	5.0	5.0	5.0	8.0
7.5	7.3	6.3	4.4	3.9	6.0	4.1	4.9	4.2	4.5	4.7	5.5	5.2
7.9	7.9	7.2	6.3	4.8	6.3	4.8	5.5	5.1	6.3	6.2	6.6	6.7
8.1	8.0	7.3	6.6	5.1	6.7	4.8	5.8	5.2	6.2	5.6	7.0	5.8
8.4	8.1	7.5	7.0	5.8	7.1	5.4	6.1	5.7	6.8	6.8	7.3	6.8
8.4	8.3	8.0	7.1	6.5	6.7	5.4	5.7	5.3	7.0	6.5	7.0	7.0
-	-	-	-	-	-	-	-	-	-	-	-	-
7.5	8.0	6.6	6.4	4.6	5.6	4.9	4.9	4.1	6.7	7.0	6.9	6.7
8.2	8.3	7.0	6.6	5.7	6.7	5.2	5.9	5.4	6.4	6.2	6.6	6.6
8.1	7.9	7.7	6.4	5.3	6.6	5.0	5.8	5.1	6.3	6.0	6.6	6.1
8.3	7.9	7.5	6.8	5.5	6.9	5.1	5.7	5.4	6.5	6.2	7.2	6.7
8.3	7.3	7.0	6.0	5.0	5.6	4.4	5.9	5.2	5.6	5.3	5.8	5.4
8.0	8.3	6.8	6.6	5.7	6.3	4.9	5.2	4.6	6.9	6.6	7.2	6.7
8.5	8.2	7.5	6.7	5.4	7.2	5.4	6.1	5.6	6.2	6.1	6.7	6.5
7.9	7.8	7.5	6.4	5.3	6.6	4.9	5.7	5.1	6.4	6.0	6.8	6.3
7.7	7.9	6.5	6.3	4.6	6.4	5.1	5.9	5.2	5.2	5.4	5.9	6.4
8.1	8.0	7.4	6.7	5.4	6.7	5.0	5.7	5.2	6.5	6.3	6.9	6.4
8.4	8.2	8.0	6.5	6.1	6.3	4.8	5.3	5.4	7.4	6.8	7.4	6.9
7.9	7.7	7.1	6.1	4.8	6.8	4.7	5.7	5.3	6.2	5.9	6.3	6.4
8.4	8.5	7.7	7.2	5.2	7.5	5.3	6.5	5.5	6.4	5.9	7.1	6.1
7.4	7.4	7.0	5.0	4.4	6.3	5.7	6.0	5.3	4.9	4.9	5.9	4.7
8.1	8.1	7.3	6.5	5.6	6.5	5.2	5.7	5.2	6.6	6.3	7.0	6.9
8.3	7.9	7.6	6.5	5.7	6.4	4.8	5.6	5.1	6.5	6.3	6.8	6.7
8.0	8.0	7.3	6.5	5.3	6.3	5.1	5.6	5.3	6.5	6.3	6.9	6.7
8.0	8.0	8.0	6.7	5.4	6.7	5.0	5.8	4.8	6.3	6.3	6.9	6.4
7.8	7.5	7.6	6.2	5.2	6.8	4.4	5.1	4.7	6.1	5.8	6.3	6.0
9.1	9.4	6.8	8.0	5.5	8.0	5.1	6.3	5.2	6.6	6.0	7.5	5.6
8.0	8.0	6.3	7.0	4.8	8.3	6.0	7.8	7.8	5.8	6.0	7.0	6.0
7.7	5.0	6.0	4.5	3.7	7.7	7.0	7.7	6.3	3.3	3.3	3.3	6.0
-	-	-	-	-	-	-	-	-	-	-	-	-
8.0	7.8	7.2	6.3	5.2	6.3	4.9	5.6	5.3	6.3	6.0	6.5	6.4
8.3	8.2	7.6	6.8	5.6	6.9	5.1	5.8	5.3	6.7	6.5	7.2	6.6
10.0	7.5	6.0	7.0	4.0	8.0	8.0	5.5	6.0	8.0	8.0	8.0	-
8.0	8.0	8.0	6.3	2.5	4.3	3.0	3.3	3.7	7.3	6.7	7.0	8.0
7.8	7.6	6.9	6.9	6.0	6.8	5.7	6.1	5.1	6.9	6.8	7.1	6.3
8.6	8.5	7.0	6.9	5.2	7.6	7.7	6.7	5.4	5.9	5.0	5.8	6.8
8.1	8.0	7.3	6.6	5.4	6.6	4.9	5.7	5.3	6.4	6.1	6.8	6.5
8.8	8.8	8.8	5.4	3.8	6.2	4.5	4.8	5.2	6.0	6.5	7.0	5.3

Enforcing appearance/safety codes for residential properties	Level of professionalism of local staff	The follow-up provided by local staff	The ease of getting your question answered	Range of cultural offerings	Strong and vibrant arts community	Activities that interest you	Cost-of-living	Quality of jobs	Affordability of housing	Availability of jobs	Stability of property values	Strength of local economy
6.4	**7.9**	**7.5**	**7.3**	**5.4**	**5.0**	**5.1**	**6.7**	**5.5**	**6.5**	**5.4**	**6.5**	**6.3**
4.9				**6.3**	**5.7**		**5.5**	**4.1**	**5.6**			
6.8	8.1	8.4	8.1	5.9	7.0	6.6	7.3	6.0	7.5	6.2	7.8	6.6
6.6	8.0	7.9	7.6	5.0	5.0	5.1	7.0	5.4	7.0	5.5	6.4	6.7
6.6	7.6	6.8	7.1	5.2	4.9	5.2	6.5	5.5	6.3	5.4	6.9	6.2
6.2	8.0	7.6	7.3	5.5	4.9	4.9	6.6	5.4	6.4	5.4	6.3	6.2
6.6	8.1	7.6	7.5	5.6	5.1	5.2	6.9	5.5	6.8	5.5	6.7	6.5
5.8	4.3	3.6	3.8	3.6	3.8	3.8	4.4	3.6	4.3	3.7	4.0	3.1
6.4	8.0	7.6	7.4	5.4	5.0	5.0	6.7	5.4	6.5	5.4	6.5	6.3
6.6	7.4	6.8	6.6	4.8	4.6	5.0	6.6	5.5	6.3	5.5	6.8	6.2
5.3	6.7	6.8	5.8	5.3	4.8	5.5	6.5	6.3	6.0	5.8	6.5	6.5
5.0	6.0	3.0	3.0	4.0	3.0	7.0	4.0	3.0	4.0	4.5	4.0	1.5
6.0	7.3	8.0	8.0	6.5	5.5	4.3	6.7	6.5	6.7	6.5	6.5	6.0
7.3	8.5	8.8	8.7	5.9	5.8	6.1	7.7	6.1	8.2	6.4	6.7	6.9
5.0	8.0	6.0	7.0	-	-	3.0	-	-	-	-	4.0	7.0
5.9	8.3	8.0	7.8	4.9	4.4	4.5	6.6	5.4	5.9	5.2	6.3	6.2
6.5	7.7	7.3	7.1	5.5	5.2	5.2	6.8	5.4	6.6	5.3	6.5	6.1
6.0	8.0	-	5.0	6.0	6.0	6.0	5.3	4.7	5.0	4.7	5.7	5.7
6.4	8.1	7.7	7.6	5.6	5.0	5.1	6.7	5.9	6.9	6.1	6.4	6.7
7.7	9.2	8.7	8.5	6.8	6.2	5.9	7.2	6.7	7.4	6.7	7.4	7.7
6.4	7.9	7.6	7.4	5.3	5.0	5.0	6.7	5.4	6.6	5.4	6.5	6.2
-	-	-	-	-	-	-	-	-	-	-	-	-
7.0	5.0	5.0	5.0	4.0	4.0	5.0	5.5	3.5	5.5	4.0	5.0	3.0
5.3	7.0	6.3	5.9	4.1	4.2	3.8	6.5	4.9	6.5	4.8	5.8	5.3
6.8	7.5	7.1	7.1	5.7	5.5	5.5	6.6	5.6	6.8	5.5	6.5	6.4
6.3	7.9	7.6	7.3	4.9	4.7	4.7	6.9	4.8	6.2	4.7	6.8	6.2
6.1	8.2	7.8	7.9	5.9	5.2	5.1	6.8	5.8	6.4	5.5	6.5	6.2
6.6	8.3	8.0	7.8	5.4	5.0	5.3	6.7	6.0	6.8	6.6	6.6	6.8
-	-	-	-	-	-	-	-	-	-	-	-	-
6.0	7.7	7.3	7.3	5.0	4.7	4.3	6.7	4.7	6.7	5.7	6.1	6.3
6.5	8.0	7.5	7.2	5.7	4.9	5.4	6.4	5.8	6.5	6.0	6.5	6.5
6.2	7.5	7.2	7.2	5.2	5.1	4.9	6.5	5.2	6.1	4.9	6.4	5.9
6.7	8.3	7.9	7.7	5.5	5.2	5.3	7.1	5.8	7.1	5.8	6.7	6.5
6.6	7.0	6.2	6.3	6.3	6.2	5.1	4.9	3.9	4.9	4.0	5.1	4.3
6.4	8.0	6.8	7.4	4.9	4.6	4.8	6.4	5.0	6.0	5.3	5.9	6.1
6.2	7.9	7.6	7.4	5.5	4.9	5.1	6.8	5.9	6.5	5.9	6.8	6.5
6.5	8.0	7.8	7.4	5.4	5.1	5.1	7.0	5.5	6.9	5.3	6.6	6.2
6.1	6.7	6.3	6.5	5.4	5.3	5.0	6.6	4.8	6.4	5.1	6.3	5.9
6.2	8.0	7.7	7.5	5.5	4.9	5.0	6.7	5.6	6.6	5.6	6.6	6.3
7.2	8.5	7.8	7.9	5.2	5.0	5.3	6.8	5.5	6.3	5.3	6.1	6.3
6.6	7.8	7.1	7.2	5.4	4.8	5.2	6.6	5.4	6.6	5.2	6.2	6.1
6.1	7.9	7.4	7.7	5.5	4.9	5.0	7.2	5.9	6.6	5.6	6.8	6.9
5.1	7.7	6.8	6.0	4.8	4.6	4.3	5.0	4.3	5.0	4.1	5.7	4.9
6.6	7.9	7.6	7.4	5.4	5.1	5.1	6.7	5.5	6.6	5.7	6.6	6.3
6.5	7.7	7.3	7.3	5.7	5.4	5.5	7.0	5.7	6.9	5.8	6.3	6.4
6.4	7.8	7.6	7.4	5.3	5.0	4.8	6.5	5.3	6.3	5.5	6.5	5.9
6.3	8.1	7.1	7.0	5.4	4.7	5.0	6.7	5.3	6.7	5.3	6.5	6.2
5.7	7.9	7.5	7.4	5.0	4.3	4.5	7.1	5.3	7.0	5.3	6.5	6.5
6.5	8.8	8.5	8.5	5.3	4.8	6.3	7.7	6.7	6.3	6.4	7.3	7.2
6.8	7.0	6.7	7.0	6.8	6.8	5.5	7.3	6.3	7.3	5.0	7.0	7.0
5.5	5.0	3.0	3.5	6.5	6.0	5.0	4.0	4.7	4.3	4.3	5.3	5.3
-	-	-	-	-	-	-	-	-	-	-	-	-
6.3	7.8	7.6	7.3	5.3	4.9	5.0	6.7	5.5	6.7	5.7	6.5	6.5
6.5	8.0	7.4	7.5	5.6	5.2	5.1	6.9	5.7	6.6	5.6	6.7	6.3
7.0	5.0	5.0	1.0	6.0	6.0	6.0	5.0	4.0	2.0	4.0	6.0	5.0
8.0	8.5	7.5	8.5	5.0	5.5	7.0	8.0	5.3	7.5	5.0	7.3	6.7
6.5	8.1	6.7	7.1	5.3	5.2	5.7	6.4	5.7	5.5	5.2	6.3	6.1
6.8	9.2	9.0	9.0	4.3	4.1	5.0	7.3	5.8	8.4	5.8	7.0	6.9
6.3	7.9	7.5	7.4	5.4	5.1	5.0	6.9	5.5	6.7	5.6	6.6	6.3
6.8	7.5	7.5	7.0	7.4	5.2	4.4	5.3	5.4	5.2	5.2	5.3	5.8

Facilities meet your needs	Facility maintenance	Quality of recreational programs	Variety of recreational programs	Ypsilanti Charter Township overall satisfaction	Your local school district satisfaction	Washtenaw County government satisfaction	State of Michigan government satisfaction	A safe place to live	Enjoyable place for children	Enjoyable place for young adults (under 40)	Enjoyable place for senior citizens (over 64)	Enjoyable place for people to visit
6.7	**6.9**	**6.6**	**6.4**	**7.5**	**5.2**	**6.4**	**5.5**	**6.7**	**6.7**	**6.3**	**6.8**	**6.0**
7.6	**7.6**	**7.4**	**7.3**	**6.8**				**6.2**	**6.5**	**6.1**	**6.5**	
7.3	7.8	7.4	7.4	8.0	6.0	6.3	6.9	6.8	6.7	6.4	8.0	6.3
6.6	7.1	6.4	6.0	7.8	5.6	7.1	5.6	7.1	7.0	6.7	7.5	6.2
7.1	7.3	7.2	7.3	7.2	5.4	6.5	5.3	7.2	6.9	6.7	7.5	6.5
6.6	6.7	6.5	6.3	7.6	5.0	6.2	5.4	6.5	6.6	6.1	6.4	5.8
6.9	7.1	6.8	6.7	7.6	5.3	6.7	5.6	6.9	7.0	6.7	7.0	6.2
4.4	5.3	4.8	4.4	5.3	6.0	5.0	4.4	3.7	3.6	3.3	4.9	2.4
6.8	6.9	6.6	6.4	7.6	4.9	6.6	5.5	6.7	6.8	6.4	6.8	6.1
6.3	6.9	6.4	6.3	7.2	5.7	5.2	5.0	6.9	7.2	6.2	6.7	5.7
6.3	6.5	6.3	6.5	5.8	6.0	5.8	5.8	7.8	6.7	7.3	7.3	6.5
5.0	4.0	6.0	5.0	4.0	3.0	2.0	3.0	2.5	4.0	3.5	4.5	1.5
5.0	7.0	6.0	5.0	8.7	8.0	7.5	7.3	5.7	5.5	5.5	5.7	5.7
8.3	8.4	8.2	8.4	8.9	7.0	8.4	6.6	7.3	6.6	6.5	8.3	7.1
-	-	-	-	8.0	8.0	5.0	4.0	5.0	6.0	5.0	5.0	6.0
6.2	6.7	6.0	5.6	8.1	5.2	6.3	5.2	6.7	6.4	5.3	6.3	5.7
6.8	7.0	6.6	6.6	7.3	4.8	6.3	5.5	6.6	6.8	6.4	6.9	5.9
5.7	5.7	6.0	6.0	7.5	6.5	5.5	6.0	6.7	7.0	6.7	6.7	6.0
6.9	6.8	6.9	6.7	7.8	5.8	6.8	5.4	7.0	6.6	6.5	6.9	6.6
7.4	7.7	6.7	6.6	8.2	4.8	7.3	5.2	6.8	7.2	7.2	7.1	6.6
6.8	7.0	6.7	6.5	7.6	5.3	6.5	5.6	6.8	6.8	6.4	6.9	6.1
-	-	-	-	-	-	-	-	-	-	-	-	-
6.0	6.0	6.0	6.0	5.0	5.0	2.5	3.0	4.0	5.0	4.5	5.5	2.5
5.3	5.3	5.1	5.2	6.9	3.6	6.0	4.8	6.6	6.2	5.6	6.5	5.4
6.8	7.2	7.0	6.7	7.1	5.0	6.5	5.6	6.6	6.6	6.5	6.8	5.9
6.8	6.9	6.2	6.0	7.3	5.4	6.0	5.4	6.8	7.0	6.0	6.7	5.7
6.8	7.0	6.7	6.6	7.9	5.3	6.5	5.4	6.6	6.9	6.5	6.6	6.3
7.3	7.3	7.3	7.0	8.0	5.9	7.1	5.7	7.1	6.8	6.7	7.2	6.6
-	-	-	-	-	-	-	-	-	-	-	-	-
6.7	6.3	6.6	6.1	7.8	4.6	6.3	5.5	6.1	5.9	6.1	6.7	5.5
7.1	7.1	6.8	6.8	7.4	5.5	6.6	5.3	6.9	6.9	6.9	7.1	6.4
6.1	6.5	6.1	6.2	7.3	5.0	6.3	5.7	6.5	6.5	6.0	6.3	5.5
7.3	7.5	7.1	6.6	7.9	5.5	6.5	5.3	7.0	7.2	6.5	7.2	6.6
5.7	5.5	5.2	5.0	7.1	5.8	5.6	4.6	5.1	3.7	4.6	5.0	4.0
5.9	6.0	6.1	5.5	7.4	4.8	6.4	3.9	6.3	6.3	6.1	6.1	5.6
6.7	6.9	6.6	6.8	7.7	5.4	6.6	5.7	7.2	7.2	6.8	7.2	6.5
7.2	7.5	7.1	6.9	7.4	5.1	6.3	5.8	6.6	6.8	6.2	7.0	5.8
6.2	6.5	6.4	5.9	7.0	5.3	6.3	4.8	6.4	6.1	6.0	6.4	5.7
6.8	7.0	6.6	6.5	7.6	5.0	6.4	5.4	6.9	6.9	6.3	6.9	6.0
6.7	6.8	6.6	6.7	7.9	7.0	7.3	5.8	6.7	6.5	6.6	6.8	6.4
6.7	7.0	6.8	6.6	7.1	4.8	5.8	5.7	6.6	6.8	6.5	6.6	5.9
7.0	7.1	6.9	6.8	7.6	5.4	6.2	5.9	7.0	7.2	6.3	6.9	6.1
5.0	5.6	5.0	5.6	6.7	3.5	4.7	5.5	4.7	5.3	4.4	4.3	4.0
6.7	6.9	6.5	6.4	7.6	5.4	6.7	5.4	6.8	6.7	6.4	7.0	6.2
7.0	6.9	6.5	6.5	7.8	6.3	7.1	5.6	6.8	6.6	6.6	6.7	6.2
6.7	7.0	6.4	6.3	7.4	4.9	6.4	5.1	6.7	6.6	6.2	6.9	6.0
6.5	6.8	6.6	6.3	7.7	5.2	6.5	5.6	6.6	7.0	6.5	6.7	5.9
6.8	7.0	6.7	6.3	7.2	4.3	6.4	6.0	6.8	6.6	6.3	6.9	5.7
6.5	6.8	7.0	6.9	7.7	6.6	5.1	5.2	7.7	7.6	5.8	6.6	6.4
7.3	7.0	6.5	7.3	7.3	5.5	5.5	6.3	7.3	7.8	7.8	7.0	6.3
5.7	5.7	6.0	6.0	6.7	6.5	4.0	6.5	5.7	6.3	6.0	6.0	5.7
-	-	-	-	-	-	-	-	-	-	-	-	-
6.9	7.0	6.5	6.3	7.4	5.2	6.3	5.3	6.9	6.7	6.3	7.0	6.0
6.9	7.1	6.9	6.8	7.8	5.4	6.8	5.7	6.7	6.9	6.5	6.8	6.2
6.0	3.0	5.5	6.5	4.0	9.0	6.5	2.5	7.5	5.0	7.5	5.0	7.0
8.5	8.5	8.0	8.0	8.3	3.0	1.5	6.3	6.7	7.7	7.3	8.0	7.0
6.5	6.9	6.6	6.8	7.9	5.6	7.1	6.4	7.3	6.9	6.2	7.1	6.1
8.8	8.4	8.6	8.6	9.0	5.7	9.2	8.4	8.4	8.0	8.0	8.3	7.6
6.7	6.9	6.6	6.4	7.5	5.3	6.4	5.3	6.7	6.8	6.4	6.7	6.0
6.2	7.0	6.0	5.8	6.2	3.5	5.7	4.8	6.2	6.4	5.6	7.0	5.0

Physically attractive/great curb appeal	A great place for families	A great place to have a business	Growing responsibly	A safe place to bike and walk	A safe place to walk at night	A perfect community for me	Recommend the Township as a place to live	Remain living in the Township five years from now	Be a community volunteer	Encourage someone to start a business in the Township	Support the current Township government administration
5.7	**6.7**	**6.1**	**6.4**	**5.3**	**4.5**	**6.3**	**6.8**	**7.5**	**6.3**	**6.0**	**7.1**
6.1		**5.3**	**6.0**				**6.2**	**7.0**	**5.3**	**5.2**	**6.5**
6.3	7.6	5.8	6.1	5.2	4.6	5.6	7.1	7.0	7.6	6.0	7.5
6.2	7.0	6.3	6.7	5.3	4.5	6.8	7.5	7.7	6.4	6.0	7.2
6.3	6.9	6.4	6.6	5.7	5.4	6.7	7.2	7.8	6.4	6.2	7.3
5.4	6.5	6.0	6.3	5.2	4.3	6.1	6.6	7.5	6.1	6.0	7.1
6.0	6.9	6.3	6.6	5.5	4.8	6.6	7.1	7.7	6.3	6.1	7.2
3.0	2.7	3.0	2.4	2.0	1.8	1.7	3.7	3.3	6.0	4.6	5.2
5.7	6.7	6.2	6.6	5.4	4.8	6.3	6.9	7.5	6.1	5.9	7.1
5.5	6.6	6.2	6.0	4.9	4.2	6.1	6.9	7.8	7.0	6.7	6.8
6.8	6.8	8.0	5.5	5.8	4.3	7.3	7.3	7.5	7.0	6.0	5
1.0	1.0	1.0	1.5	1.5	1.0	1.5	1.5	1.0	7.0	2.5	4
5.7	5.0	6.0	5.7	5.0	3.0	4.7	5.7	7.7	7.5	7.5	7.7
6.7	7.7	6.0	6.8	6.3	3.5	6.8	7.7	8.5	7.2	7.1	8.7
5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	10.0	1.0	5.0	8
4.7	5.8	5.9	5.8	4.0	3.3	5.5	6.5	7.2	6.6	6.3	7.7
5.7	6.7	6.1	6.5	5.5	4.9	6.3	6.8	7.2	6.5	6.0	7
5.7	6.3	5.3	5.3	5.3	4.0	5.7	6.0	6.7	5.0	5.0	4.3
6.3	7.0	6.6	6.5	5.5	4.4	6.6	7.0	8.5	5.5	5.9	7.2
6.0	6.6	6.5	6.9	5.6	4.3	6.8	7.3	7.3	7.3	7.5	8
5.8	6.8	6.1	6.5	5.4	4.6	6.3	6.9	7.5	6.3	6.0	7.2
-	-	-	-	-	-	-	-	-	-	-	-
2.5	2.5	2.5	2.5	2.5	2.0	1.5	2.5	3.0	7.5	3.0	5
5.1	6.3	5.4	5.7	4.8	4.1	5.4	6.5	6.7	5.9	5.1	5.3
5.9	6.6	6.3	5.9	5.4	5.1	6.2	6.9	7.1	6.7	6.1	7.2
5.4	6.6	6.0	7.0	5.0	4.6	6.6	7.1	7.5	6.5	6.5	7.5
5.6	6.6	6.0	6.5	5.5	4.4	6.3	6.7	7.8	6.3	6.2	7.2
6.4	7.2	7.0	6.8	5.6	4.4	6.6	6.9	8.3	5.8	6.0	7.5
-	-	-	-	-	-	-	-	-	-	-	-
5.3	5.9	5.7	6.3	5.2	4.8	5.8	6.2	7.2	5.3	5.6	7.6
5.7	6.7	6.3	6.2	5.4	4.1	6.2	6.6	7.7	5.5	5.9	7.1
5.5	6.4	5.8	6.3	5.1	4.5	6.2	6.6	7.3	6.4	6.0	6.9
6.1	7.2	6.6	6.7	5.6	4.9	6.5	7.4	7.8	7.0	6.3	7.4
4.2	4.7	5.5	4.5	3.4	2.1	4.7	4.6	7.1	6.1	4.6	7
5.5	5.9	5.9	6.2	4.8	3.9	6.1	6.8	8.2	5.8	6.8	7.1
6.1	7.0	6.3	6.5	5.7	4.9	6.7	7.3	7.9	6.6	5.8	7.1
5.5	6.8	6.3	6.5	5.2	4.7	6.0	6.7	6.9	6.4	6.1	7.2
5.9	6.3	5.6	6.0	5.1	4.4	5.9	6.6	7.0	6.2	5.0	6.4
5.6	6.8	6.3	6.4	5.3	4.6	6.3	6.9	7.6	6.3	6.3	7.1
6.3	6.8	6.2	6.8	5.7	4.8	6.7	7.1	7.8	6.8	5.6	7.8
5.9	6.6	6.2	6.3	5.2	5.0	6.1	6.9	7.0	6.8	6.1	6.8
5.9	6.9	6.7	6.9	5.1	4.5	6.4	7.3	7.9	6.3	6.6	7.4
3.4	4.9	4.7	5.8	4.0	3.4	5.4	5.6	7.0	6.7	5.7	7.4
5.8	6.8	5.9	6.3	5.4	4.5	6.2	6.7	7.5	6.3	5.9	7.3
6.1	6.9	5.8	6.5	5.7	4.8	6.5	7.0	7.5	6.5	5.5	7.5
5.6	6.6	5.9	6.1	5.4	4.4	6.1	6.6	7.7	6.0	5.7	6.9
5.4	6.5	5.9	6.9	4.4	3.4	6.2	6.7	7.9	6.5	6.4	7.2
5.8	6.8	6.4	6.6	5.7	5.2	6.1	7.0	6.5	6.5	6.3	7.3
5.6	7.0	7.6	7.2	5.5	5.4	7.4	8.1	8.6	7.6	7.8	8
6.0	7.8	6.5	6.3	5.3	5.7	7.8	8.3	8.3	6.3	7.7	7.7
6.0	5.7	5.7	4.3	4.0	3.3	4.3	6.0	6.3	5.7	4.3	4.3
-	-	-	-	-	-	-	-	-	-	-	-
5.8	6.8	6.0	6.2	5.9	4.9	6.4	7.0	7.6	6.2	5.9	6.8
5.9	6.7	6.4	6.7	5.0	4.4	6.2	6.9	7.6	6.4	6.2	7.6
6.5	7.5	7.5	5.0	6.0	6.0	6.5	7.5	8.5	7.5	7.0	7.5
7.3	7.7	7.5	7.0	4.7	4.3	6.7	8.3	8.3	9.0	8.3	9.3
6.1	6.6	6.1	6.7	5.6	5.5	6.5	7.4	7.8	7.4	7.1	8
5.6	8.0	6.5	7.3	6.5	5.1	7.4	7.7	8.6	6.5	6.7	7.9
5.7	6.7	6.2	6.5	5.2	4.4	6.3	6.8	7.6	6.2	5.8	7.1
4.8	6.0	5.8	5.7	6.5	5.0	5.7	5.7	5.8	6.8	5.8	5.8

Behavior Questions					
Paid property taxes in the last 12 months?		How frequently do you use the Township parks and recreati...			
Yes	No	Never	Fewer than 6 times a year	6-12 times a year	More than 12 times a year
92%	**6%**	**15%**	**42%**	**18%**	**17%**
67%	33%	17%	67%	8%	8%
91%	3%	27%	48%	6%	15%
94%	6%	11%	34%	23%	20%
95%	4%	13%	40%	21%	18%
95%	3%	13%	50%	18%	14%
-	100%	17%	67%	-	17%
94%	4%	13%	43%	19%	17%
100%	-	17%	30%	22%	22%
75%	25%	-	75%	-	-
-	100%	50%	50%	-	-
33%	67%	67%	33%	-	-
93%	7%	27%	40%	7%	20%
100%	-	-	100%	-	-
75%	25%	9%	31%	25%	22%
93%	4%	17%	44%	19%	13%
100%	-	-	33%	-	67%
100%	-	14%	46%	12%	22%
85%	8%	8%	31%	23%	23%
92%	7%	14%	45%	19%	15%
-	-	-	-	-	-
-	100%	50%	50%	-	-
-	-	-	-	-	-
-	100%	50%	50%	-	-
80%	20%	15%	55%	5%	25%
87%	9%	13%	38%	21%	17%
92%	5%	23%	33%	18%	15%
96%	2%	9%	53%	16%	11%
100%	-	17%	38%	19%	23%
-	-	-	-	-	-
100%	-	8%	54%	23%	-
84%	11%	16%	36%	11%	25%
92%	7%	16%	49%	20%	11%
96%	3%	17%	36%	17%	22%
63%	38%	38%	25%	-	25%
87%	13%	10%	55%	10%	19%
93%	4%	14%	45%	19%	14%
95%	4%	17%	38%	17%	22%
80%	17%	27%	57%	7%	10%
94%	5%	9%	42%	21%	19%
96%	4%	22%	41%	15%	19%
89%	9%	11%	29%	24%	29%
88%	7%	10%	33%	21%	26%
100%	-	29%	29%	14%	14%
92%	7%	17%	51%	16%	11%
90%	10%	24%	45%	14%	14%
95%	4%	14%	50%	17%	12%
86%	7%	17%	41%	3%	28%
93%	4%	11%	36%	25%	11%
93%	7%	7%	29%	36%	29%
100%	-	-	-	50%	50%
67%	33%	-	-	-	100%
-	-	-	-	-	-
95%	3%	13%	48%	18%	15%
88%	9%	19%	41%	16%	17%
100%	-	-	100%	-	-
100%	-	33%	-	33%	-
84%	11%	11%	42%	11%	16%
100%	-	29%	14%	14%	14%
92%	6%	16%	44%	17%	18%
80%	20%	20%	20%	20%	20%

Non Residential

What types of non-residential development does the Townsh...

Neighborhood commercial (cafe, beauty shop, corner store, etc.)	Regional commercial (big box, etc.)	General business offices	Industrial	Grocery stores	Medical (doctor/dentist offices)	Banks	Places of worship	Restaurants	Pubs/bars/brewery/meadery	Recreational (pool hall, entertainment, gyms, etc.)	Cultural (museums, theaters, galleries, gardens, etc.)	Lodging (hotels, bed and breakfast, etc.)	Specialty stores (shoes, sporting goods, etc.)
53%	**26%**	**15%**	**11%**	**42%**	**12%**	**6%**	**3%**	**66%**	**37%**	**44%**	**59%**	**18%**	**42%**
67%	17%	8%	8%	50%	-	-	-	58%	50%	58%	33%	17%	25%
47%	23%	10%	7%	50%	13%	13%	-	70%	43%	37%	50%	17%	43%
71%	12%	15%	6%	35%	15%	6%	6%	71%	35%	53%	62%	21%	47%
48%	32%	17%	14%	41%	12%	5%	3%	66%	35%	42%	63%	16%	42%
56%	26%	16%	11%	44%	10%	5%	4%	66%	37%	39%	57%	16%	41%
80%	-	40%	20%	60%	20%	20%	-	80%	60%	80%	80%	60%	20%
53%	31%	16%	11%	41%	13%	6%	3%	67%	37%	43%	57%	17%	44%
48%	-	4%	9%	39%	-	4%	-	65%	43%	61%	65%	13%	35%
33%	67%	33%	33%	33%	33%	33%	33%	67%	67%	67%	67%	33%	100%
100%	-	50%	50%	50%	50%	50%	-	100%	100%	100%	50%	50%	50%
33%	-	-	-	-	-	-	-	67%	-	67%	100%	33%	33%
67%	8%	17%	8%	67%	8%	-	-	58%	25%	8%	58%	8%	17%
-	-	-	-	-	-	-	-	-	-	-	-	-	-
66%	31%	14%	17%	48%	10%	3%	3%	76%	48%	62%	79%	28%	59%
54%	25%	20%	10%	38%	14%	8%	4%	65%	42%	48%	55%	13%	38%
67%	-	-	-	67%	-	-	-	100%	33%	33%	100%	67%	-
39%	27%	5%	9%	43%	9%	2%	-	61%	18%	25%	55%	18%	43%
50%	25%	17%	8%	42%	25%	-	-	50%	42%	42%	83%	25%	42%
55%	26%	16%	11%	42%	10%	7%	4%	66%	38%	45%	57%	16%	41%
-	-	-	-	-	-	-	-	-	-	-	-	-	-
100%	-	-	-	-	-	-	-	100%	100%	100%	-	-	-
63%	21%	21%	11%	37%	16%	16%	-	68%	58%	58%	53%	32%	32%
58%	33%	18%	9%	47%	11%	7%	4%	73%	49%	49%	62%	18%	42%
63%	24%	16%	16%	34%	13%	8%	5%	68%	50%	50%	66%	8%	45%
43%	22%	16%	10%	45%	14%	2%	2%	57%	29%	53%	59%	18%	47%
43%	25%	8%	8%	40%	8%	5%	3%	68%	13%	18%	53%	20%	40%
-	-	-	-	-	-	-	-	-	-	-	-	-	-
42%	42%	-	8%	50%	8%	-	-	83%	33%	33%	-	-	33%
44%	22%	15%	2%	37%	12%	12%	-	59%	34%	49%	61%	27%	56%
66%	29%	18%	13%	36%	10%	4%	3%	73%	40%	51%	65%	25%	42%
44%	22%	14%	14%	50%	14%	6%	6%	61%	36%	36%	61%	6%	34%
75%	13%	25%	-	25%	-	13%	-	63%	13%	50%	88%	25%	63%
58%	23%	19%	12%	58%	8%	4%	-	69%	42%	50%	62%	42%	46%
47%	23%	11%	12%	36%	12%	5%	4%	60%	35%	45%	60%	15%	44%
59%	30%	17%	12%	46%	13%	6%	3%	75%	45%	45%	57%	13%	38%
62%	31%	12%	8%	42%	4%	12%	-	62%	38%	62%	54%	15%	50%
51%	26%	15%	12%	40%	14%	6%	5%	69%	43%	46%	58%	20%	43%
56%	16%	20%	8%	44%	12%	-	-	52%	20%	20%	68%	12%	40%
63%	21%	21%	12%	35%	12%	7%	2%	70%	44%	49%	67%	23%	40%
54%	23%	8%	13%	46%	13%	5%	5%	67%	36%	49%	59%	21%	51%
67%	33%	-	17%	17%	-	33%	-	67%	33%	83%	83%	17%	33%
46%	25%	16%	9%	41%	11%	4%	4%	62%	36%	44%	57%	14%	37%
59%	30%	19%	11%	46%	11%	5%	3%	62%	30%	38%	62%	14%	43%
44%	25%	16%	11%	41%	11%	4%	4%	65%	37%	44%	51%	16%	36%
59%	24%	7%	3%	52%	17%	17%	-	72%	41%	59%	59%	28%	48%
67%	37%	22%	15%	30%	19%	7%	4%	74%	48%	48%	74%	15%	59%
43%	7%	7%	21%	36%	-	-	7%	64%	50%	50%	50%	7%	43%
100%	-	-	-	50%	-	-	-	100%	50%	50%	100%	50%	50%
67%	-	-	-	67%	-	-	-	67%	-	-	100%	67%	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-
52%	31%	15%	15%	43%	11%	5%	5%	68%	38%	40%	52%	19%	43%
55%	21%	15%	6%	41%	11%	8%	2%	63%	36%	51%	67%	17%	42%
50%	-	-	-	50%	50%	-	-	50%	50%	100%	100%	50%	-
33%	-	33%	-	67%	-	-	-	100%	33%	100%	67%	-	-
56%	22%	33%	6%	44%	28%	17%	-	61%	28%	67%	83%	39%	72%
50%	50%	33%	-	33%	17%	-	-	67%	33%	50%	17%	-	67%
51%	27%	14%	12%	40%	10%	6%	3%	67%	39%	40%	56%	14%	38%
50%	-	-	-	75%	-	-	-	25%	-	50%	75%	25%	25%

Residential Housing

What types of residential housing does the township need?...

Larger single family (+2,000 sq/ft)	Smaller single family (-2,000 sq/ft)	Assisted living	Independent senior housing	Townhomes	Small mutiple family (duplex, triplex, quadplex)	Multiple family condominium/apartments	More housing options in general
31%	**49%**	**30%**	**44%**	**28%**	**18%**	**19%**	**30%**
33%	44%	33%	44%	22%	33%	22%	56%
27%	54%	19%	38%	23%	12%	15%	35%
38%	47%	28%	22%	25%	13%	22%	38%
31%	48%	33%	51%	30%	20%	19%	25%
34%	51%	31%	44%	22%	14%	15%	25%
29%	43%	43%	43%	57%	71%	43%	100%
34%	50%	27%	41%	27%	15%	17%	29%
25%	50%	50%	55%	30%	25%	25%	30%
67%	33%	33%	-	33%	33%	33%	-
50%	50%	50%	50%	100%	100%	50%	100%
-	-	-	33%	-	-	-	67%
-	38%	50%	88%	25%	25%	25%	25%
-	-	-	-	-	-	-	-
31%	48%	41%	45%	45%	34%	31%	52%
38%	53%	26%	34%	31%	17%	17%	28%
-	50%	-	50%	-	50%	-	50%
16%	40%	33%	64%	11%	7%	16%	22%
36%	27%	55%	64%	27%	36%	36%	36%
32%	50%	27%	41%	29%	18%	18%	30%
-	-	-	-	-	-	-	-
-	50%	50%	50%	100%	100%	50%	100%
44%	39%	17%	22%	28%	22%	33%	56%
41%	64%	23%	23%	31%	15%	23%	28%
47%	47%	25%	34%	47%	19%	22%	16%
23%	51%	40%	53%	15%	23%	13%	26%
10%	37%	32%	68%	20%	7%	12%	37%
-	-	-	-	-	-	-	-
40%	40%	-	40%	20%	10%	20%	10%
41%	44%	33%	46%	21%	18%	21%	41%
29%	50%	26%	33%	26%	10%	15%	28%
24%	51%	37%	56%	34%	29%	22%	31%
11%	22%	33%	22%	33%	33%	11%	67%
25%	64%	29%	50%	21%	18%	25%	46%
21%	47%	30%	43%	31%	20%	21%	33%
46%	48%	25%	39%	26%	15%	18%	20%
27%	50%	31%	50%	35%	23%	12%	35%
34%	49%	26%	41%	24%	15%	19%	30%
13%	50%	29%	42%	38%	29%	25%	29%
59%	51%	16%	22%	30%	19%	32%	35%
44%	53%	29%	29%	38%	18%	24%	24%
50%	67%	33%	67%	33%	-	17%	50%
23%	46%	31%	48%	24%	15%	13%	33%
14%	54%	34%	51%	31%	20%	17%	34%
25%	40%	28%	50%	15%	14%	10%	31%
42%	58%	27%	46%	31%	19%	19%	31%
52%	52%	19%	19%	41%	15%	37%	22%
20%	80%	50%	40%	50%	30%	40%	30%
100%	50%	50%	50%	-	-	-	50%
50%	-	-	-	-	50%	-	100%
-	-	-	-	-	-	-	-
32%	44%	18%	32%	22%	15%	13%	22%
30%	53%	37%	53%	31%	19%	22%	34%
-	100%	50%	100%	-	50%	-	-
100%	100%	-	-	-	-	100%	-
53%	26%	42%	26%	42%	21%	42%	26%
20%	60%	20%	60%	60%	20%	20%	20%
26%	51%	28%	48%	26%	16%	14%	32%
40%	60%	-	-	20%	20%	20%	40%

Like Best

What three things do you like best about living in Ypsila...

Location	Quality Township services	Quality schools	Diversity	Community history and pride	Access to basic needs (food, health services)	Recreational opportunities	Quality housing stock	Protection and access to natural resources/features	Other (please specify below)
76%	**28%**	**4%**	**41%**	**15%**	**33%**	**13%**	**13%**	**26%**	**7%**
67%	17%	-	50%	17%	17%	25%	8%	67%	8%
73%	36%	-	45%	12%	39%	15%	21%	18%	6%
68%	32%	15%	38%	15%	24%	15%	12%	29%	3%
80%	26%	2%	41%	14%	34%	10%	11%	23%	8%
78%	28%	4%	41%	15%	31%	12%	15%	24%	8%
50%	-	17%	83%	17%	33%	-	17%	33%	17%
79%	31%	4%	39%	16%	32%	12%	13%	23%	6%
68%	14%	5%	50%	14%	32%	18%	14%	32%	5%
100%	-	-	-	-	75%	-	25%	50%	-
-	-	-	100%	-	50%	-	-	50%	50%
33%	-	33%	33%	-	33%	-	33%	33%	-
71%	29%	-	57%	7%	36%	21%	7%	43%	7%
-	-	-	-	-	-	-	-	-	100%
80%	37%	3%	57%	17%	43%	3%	10%	27%	7%
76%	24%	5%	40%	15%	27%	14%	14%	26%	7%
67%	-	-	33%	-	67%	33%	-	33%	-
73%	35%	2%	37%	14%	39%	14%	12%	24%	6%
77%	46%	-	46%	8%	38%	8%	15%	23%	8%
77%	27%	5%	42%	15%	31%	12%	13%	26%	6%
-	-	-	-	-	-	-	-	-	-
50%	-	-	100%	50%	50%	-	-	50%	-
-	-	-	-	-	-	-	-	-	-
50%	-	-	100%	50%	50%	-	-	50%	-
60%	10%	5%	50%	25%	35%	15%	15%	20%	10%
74%	23%	6%	47%	13%	21%	19%	15%	30%	9%
82%	29%	8%	42%	5%	29%	11%	18%	18%	5%
76%	33%	-	33%	18%	41%	4%	10%	35%	10%
83%	35%	2%	39%	13%	39%	15%	9%	17%	2%
-	-	-	-	-	-	-	-	-	-
77%	54%	-	15%	31%	23%	8%	8%	15%	8%
72%	33%	5%	42%	21%	37%	9%	5%	26%	9%
78%	22%	5%	43%	13%	33%	11%	14%	22%	9%
76%	28%	3%	44%	10%	32%	17%	17%	32%	3%
38%	13%	25%	38%	13%	50%	-	-	50%	-
70%	43%	-	40%	30%	33%	20%	10%	17%	13%
81%	18%	4%	46%	13%	38%	9%	15%	27%	6%
81%	30%	4%	38%	9%	24%	16%	14%	28%	5%
75%	25%	7%	36%	7%	54%	14%	18%	29%	-
79%	29%	4%	40%	15%	29%	13%	13%	26%	7%
74%	30%	-	52%	19%	30%	7%	11%	15%	7%
67%	16%	11%	47%	18%	24%	20%	13%	27%	7%
71%	37%	7%	51%	7%	32%	17%	22%	20%	7%
71%	43%	-	14%	29%	43%	-	14%	-	-
79%	29%	2%	40%	14%	34%	10%	10%	27%	7%
80%	30%	3%	40%	15%	50%	10%	15%	20%	-
83%	30%	1%	37%	15%	30%	10%	7%	26%	10%
72%	31%	-	52%	21%	24%	17%	24%	24%	7%
78%	26%	4%	41%	19%	30%	15%	22%	30%	7%
64%	21%	29%	43%	-	14%	14%	7%	43%	-
50%	50%	-	75%	-	50%	25%	-	-	-
33%	-	33%	33%	-	100%	33%	-	33%	-
-	-	-	-	-	-	-	-	-	-
79%	30%	5%	27%	15%	35%	16%	16%	22%	5%
76%	29%	3%	54%	16%	30%	8%	12%	27%	9%
100%	-	-	50%	-	-	-	-	50%	-
33%	67%	-	100%	33%	33%	-	33%	-	-
61%	22%	-	78%	17%	6%	-	17%	22%	11%
83%	33%	-	33%	-	50%	-	17%	33%	-
78%	29%	5%	38%	14%	35%	15%	13%	25%	6%
60%	20%	-	80%	20%	40%	-	20%	20%	-

Preferred Changes

Which three things would you like to see change about Yps...

More diversified housing stock	Housing affordability	Quality of schools	Better township services	Access to employment opportunities	Access to basic needs (food, health services)	Other (please specify below)
18%	**21%**	**59%**	**21%**	**40%**	**25%**	**29%**
10%	20%	30%	10%	40%	30%	60%
21%	14%	71%	14%	36%	32%	21%
10%	23%	60%	43%	37%	30%	33%
20%	21%	60%	18%	41%	22%	27%
14%	18%	54%	21%	40%	30%	29%
14%	71%	43%	29%	86%	14%	29%
16%	18%	64%	21%	38%	26%	28%
33%	29%	48%	19%	48%	24%	33%
25%	50%	25%	50%	25%	25%	25%
-	100%	50%	50%	50%	-	50%
-	33%	33%	33%	67%	-	67%
23%	15%	46%	8%	46%	23%	15%
-	-	-	-	-	-	100%
30%	30%	73%	17%	53%	17%	20%
10%	19%	60%	25%	40%	27%	32%
50%	50%	50%	-	50%	-	50%
27%	18%	49%	16%	29%	24%	27%
30%	30%	90%	-	50%	40%	40%
17%	20%	56%	24%	41%	25%	29%
-	-	-	-	-	-	-
-	100%	50%	-	100%	-	50%
19%	25%	63%	38%	38%	6%	38%
12%	19%	67%	29%	45%	29%	33%
11%	17%	67%	19%	50%	31%	22%
20%	24%	55%	22%	39%	27%	31%
29%	20%	46%	10%	24%	24%	24%
-	-	-	-	-	-	-
9%	18%	64%	27%	45%	18%	27%
14%	36%	62%	19%	33%	26%	26%
21%	18%	60%	25%	42%	25%	24%
18%	15%	55%	17%	42%	26%	37%
11%	78%	22%	33%	56%	44%	33%
23%	20%	63%	20%	50%	23%	27%
18%	18%	52%	23%	32%	23%	32%
16%	18%	70%	16%	39%	25%	27%
8%	19%	46%	31%	54%	35%	38%
21%	20%	62%	21%	38%	22%	29%
20%	36%	40%	16%	32%	32%	20%
5%	19%	79%	28%	40%	14%	33%
18%	15%	68%	18%	43%	20%	25%
14%	43%	86%	43%	43%	14%	-
18%	20%	47%	21%	40%	30%	33%
11%	19%	39%	25%	50%	47%	28%
18%	19%	50%	21%	36%	22%	32%
25%	21%	71%	21%	36%	21%	18%
14%	14%	82%	21%	43%	25%	36%
31%	31%	69%	15%	38%	-	15%
-	33%	67%	33%	67%	33%	33%
-	50%	50%	50%	50%	-	50%
-	-	-	-	-	-	-
16%	15%	53%	25%	37%	32%	29%
18%	25%	58%	19%	39%	20%	31%
50%	100%	-	50%	50%	50%	-
-	-	100%	-	50%	-	50%
22%	33%	61%	28%	28%	28%	28%
17%	33%	50%	33%	33%	17%	33%
17%	18%	58%	21%	41%	25%	29%
-	60%	40%	-	40%	40%	20%

Who Responded	
%	Count
Valid	Valid
100%	**214**
6%	12
15%	33
16%	35
61%	130
69%	148
3%	7
76%	163
11%	23
2%	4
1%	2
1%	3
7%	15
0%	1
15%	32
59%	127
1%	3
23%	50
6%	13
83%	178
-	-
1%	2
9%	20
22%	48
18%	39
26%	55
22%	47
-	-
6%	13
21%	45
39%	83
34%	72
4%	9
14%	31
37%	80
36%	77
14%	31
65%	140
13%	27
21%	45
20%	42
3%	7
51%	110
20%	43
39%	84
14%	29
13%	28
7%	14
2%	4
1%	3
-	-
41%	88
50%	107
1%	2
1%	3
9%	19
3%	7
80%	171
3%	6

YpsiTwp2040@ytown.org
www.ypsilantitownship2040.com

TO: Ypsilanti Township

FROM: Carlisle/Wortman Associates

DATE: October 31, 2018

RE: Master Plan Workshop Summary

A Master Plan workshop was held October 16th-19th, for members of the Ypsilanti Township community to contribute their input on the current state and future of Ypsilanti Township. Throughout the four day workshop, nearly 200 unique visitors attended one or more of the community meetings, open studios, and tours. Below are summaries of events and activities that were offered to the public throughout the workshop:

Open Studio

The open studio was held at the Ypsilanti Township Community Center at 2025 E. Clark Road. Visitors had the opportunity to provide input on their neighborhoods by participating an exercise. The exercise asked three main questions:

- What do you like about your neighborhood?
- What do you want to see improved?
- What do you want to see changed?

Results of the exercise varied greatly between individuals and neighborhoods. For instance, some residents of West Willow felt their neighborhood lacked open space, whereas multiple residents in the Southern half of the Township hoped to see some of the open space developed. However, there were recognizable patterns, where most of the residents agreed, discussed further in the "Themes" section in this memo.

Tours/Events

American Center for Mobility (ACM)

On the morning of October 17, over thirty Township residents, business and institution representative met in a conference room at ACM for presentation on the newly constructed autonomous vehicle test track, a short tour of the facility and a group discussion on the development opportunities surrounding the facility. The discussion focused on how to create a place surrounding ACM and the nearby Yankee Air Museum where workers and visitors would stay in the Township, not just commute in and out. More information on ACM is in the "Themes" section of this memo.

Gault Village Shopping Center

Over 40 Township residents walked the Gault Village Shopping Center with the property owner and Township staff and consultants on the afternoon of October 18. The property owner shared his intent to improve the roof, install a new façade and improve the parking lots and lights. The group discussed

what types of retail they would like to see in the shopping center, namely a grocery store, hardware store and restaurant. Consultants led a discussion about what could be on the site if the buildings were demolished and the site completely redeveloped. Residents expressed support for a mixed-use development. Further details on possible redevelopment scenarios for this area is in the "Themes" section of this memo.

Farm Tour

On the morning of October 18, almost twenty Township residents, staff and consultants with a Michigan State Extension Educator visited three farms in Ypsilanti Township:

- Smoking Barrels Ranch: A recently established vineyard in the southern part of the Township with plans for a tasting room.
- We the People Grow Cooperative: A community garden in the Sugarbrook neighborhood that hopes to establish a state-of-the-art urban farm and culinary school on a former elementary school property.
- Dawn Farm: An institutional farm that incorporates farming as part of addiction recovery. Dawn Farm also has a farming cooperative that provides growing space for small-scale agricultural entrepreneurs willing to contribute labor or expertise as rent.

After the tour, the group discussed the role of agriculture in the Township. Generally, there was agreement that open space and agriculture should be preserved to the extent possible in the southern portion of the Township and gardening or urban agriculture could be allowed in established neighborhoods if it fit that context.

Happy Hour

A happy hour was held at Unity Vibration Brewery as another opportunity for the public to share their concerns and ideas in a more casual setting. Those who attended partook in general discussions about the current state of Township as a whole, what brought them to the community, and where they see the Township in the next 20 years.

Public Meetings

Opening Celebration

The opening celebration began with panel of Ypsilanti Township residents, who had lived in the Township between six and fifty years, sharing stories and memories of Ypsilanti Township. A short presentation on expectations for the Master Plan, and how community engagement will impact the process. At the end of the evening, attendees were asked to provide their input by participating in the "like/improve/change" exercise.

Closing Celebration

The closing celebration was the final event of the Master Plan workshop. The purpose was to relay the input and ideas that had been shared over the course of the week. The information shared is summarized in the

"Themes" section of this memo. Throughout the evening, participants were asked if they concurred with the direction of the plan and to provide any further opinions.

Themes:

During open studio time and other events throughout the workshop, six themes emerged which should be addressed in the Master Plan. These themes with brief descriptions of the issues and potential options are below:

Neighborhoods are the Heart of the Community
Largely, residents identify with their neighborhoods. During the workshop, most residents highlighted specific improvements that would have the greatest impact on their respective neighborhoods. Going forward, the Master Plan will likely be a neighborhood-based plan.

Physical Connections
Large physical barriers in the Township such as I-94 and Ford Lake have caused a struggle for residents and visitors alike, to maneuver throughout the Township due in part to the lack of physical connections. The lack of physical connections is a concern for those who rely on non-motorized options, such as sidewalks and bike lanes. Crucial locations for improved non-motorized options include the overpass over I-94 via Huron and Whittaker Roads (between Township Hall and the City), as well as along the East Michigan Avenue and Ecorse Road corridors.

Accessibility to needs and services
Most residents who participated in the workshop felt there is a lack of options throughout the Township for shopping, dining, as well as other daily needs and services. There are underserved locations where additional retail options for daily needs and services would greatly benefit neighborhoods. These areas include the Whitaker/Huron Drive area, the Ecorse Road/Michigan Avenue corridors, the Hewitt Road/Ellsworth Road area, the Washtenaw Avenue corridor, and the Huron River Drive/Rawsonville Road area.

Impact of land use continuation
The southern half of the Township has seen continuous single-family residential development in recent decades. Residents expressed mixed feelings as to whether they want to see this land use pattern continue. Gains from continuing this pattern include an increase in population, new housing, and greater opportunities to attract developers. However, continuing this single-family pattern will require additional infrastructure including storm water management and roads. The Township would also lose open space, agriculture and its remaining rural heritage.

ACM
ACM is a crucial building block for economic development within the Township. However, it is almost completely secluded from the rest of the Township and lacks accessibility. Creating additional connections to key arterial roads, such as East Michigan Avenue and Tyler Road, will allow workers entry into the rest of the Township for everything it has to offer. Further, additional connections into the ACM area, will create

opportunities for residents in surrounding neighborhoods to easily access jobs that are offered by ACM, GM, and any other future employers to the area, and further link ACM to the Township as a whole.

Gault Village

The Gault Village Shopping Center has been underutilized since the late 1990's and has not met the needs of the residents in the surrounding neighborhoods. This property can be seen as an asset, due to the opportunities to transform the space into something that can further benefit the surrounding neighborhoods and community as a whole. One option to transform this property is to construct small - scale retail buildings on out lots along Emerick Street to provide a more walkable setting for shopping and dining. Another option would be to raze the property, and construct a mixed use development. A mixed use development at this scale could potentially offer ground floor retail, multiple-family housing, and even a bungalow court.

YpsiTwp2040@ytown.org
www.ypsilantitownship2040.com

TO: Ypsilanti Township Planning Commission, Ypsilanti Township 2040 Steering Committee and Ypsilanti Township Community

FROM: Carlisle/Wortman Associates

DATE: March 1, 2019

RE: February Master Plan Workshop Summary

A Master Plan workshop was held February 14th-16th, for members of the Ypsilanti Township community to contribute their input on how to preserve and build great neighborhoods, jobs and places in their community. Throughout the three-day workshop, over 60 unique visitors attended one or more of the open studios and a pancake breakfast. Below are summaries of events and activities that were offered to the public throughout the workshop:

Open Studio

The open studio was held at the UAW Hall at 8975 Textile Rd. Visitors had the opportunity to provide input on 44 unique strategies grouped around issues of Neighborhood, Jobs, and Places. They were given worksheets with potential actions for the Township to take.

Listed below are the top twenty-seven strategies based upon open studio feedback by neighborhoods, jobs and places:

Neighborhoods

Objective: *Preserve and create great neighborhoods, which more than meet the daily needs of all residents.*

Top Strategies

1. Ensure all neighborhood streets have sidewalks on both sides of the street on all blocks.
2. Create bike paths or routes link neighborhoods to each other, shopping areas and employment areas.
3. Ensure bus routes link neighborhoods to shopping area and employment areas.
4. Improve and maintain street lights in neighborhoods.
5. Create neighborhood clean-up days where free trash and bulk pick up provided.

6. Create a welcome packet for renters, like the packet given now by the Township to homeowners, that details Township services and ordinances.
7. Proactively improve and maintain all neighborhood underground infrastructure (sewer, water and drains).
8. Repurpose vacant lots as parks, community gardens, urban farms or rain gardens.
9. Create home ownership programs, ranging from Habitat to Humanity to loan programs with local banks.
10. Establish neighborhood tool lending libraries, where residents can check out tools ranging from hammers to power drills.

Places

Objective: *Create great places to shop, work, play and live*

Top Strategies

1. Proactively recruit desired businesses including regional commercial, restaurants, medical services, and entertainment.
2. Adopt design requirements and form-based zoning for corridors such as Washtenaw, Michigan Avenue, Ecorse Road, Packard, Huron and Whittaker.
3. Fill in sidewalk gaps along corridors.
4. Improve pedestrian/bicycle connections to corridors.
5. Improve appearances of corridors with landscaping, lighting, signs, roadway improvements, etc.
6. Upgrade and enforce property maintenance code.
7. Sponsor cultural events such as concerts, festivals, storytelling events, etc.
8. Create public places such as parks and plazas along corridors.
9. Establish a public arts program.
10. Preserve farmland in southern part of Township via partnerships and programs with land conservancies and county, state and federal preservation programs.

YpsiTwp2040@ytown.org
www.ypsilantitownship2040.com

Jobs

Objective: *Support entrepreneurs and cutting-edge firms alike to increase economic stability and create jobs with lasting livelihoods, while building a workforce with 21-st century skills.*

Top Strategies

1. Educate investors and lenders on the commercial opportunities in Ypsilanti Township.
2. Work with city of Ypsilanti to create a "Shop Local" initiative.
3. Assess the Ypsilanti Township government is to ensure its business-friendly. Review should include everything from zoning to tax policies.
4. Coordinate with local schools and employers to create a program that provides youth with internship opportunities with local companies.
5. Create redevelopment plans for Township owned properties that could support jobs.
6. Extend Wiard Road over the railroad to Parkwood to connect E. Michigan Avenue to Ecorse Road and the area surrounding the former Willow Run Bomber Plant.
7. Partner to offer job training to help Ypsilanti Township residents and entrepreneurship skills for small business owners.

Pancake Breakfast

At the pancake breakfast, all participates were broken into two groups. Each group was asked to discuss the 27 strategies identified during open studio, brainstorm their top strategies, and then identify the vote for their top three strategies. During the brainstorm, many of the items listed were different from the twenty-seven strategies. Some had not been listed, such as "better relationship with the City" and "Sustainable Development. Others were strategies that had been listed in the open studio, for example "transfer of development rights". Many of the new ideas are small steps the Township could take outside of the Master Plan, for instance fireworks or a park day event. The discussion results from each group are listed on the following page.

At the end, participants were asked to use 10 dots to vote for the strategies they felt the Township should pursue in the Master Plan. Each strategy received votes, somewhere between seven to twenty votes.

YpsiTwp2040@ytown.org
www.ypsilantitownship2040.com

Small Group Discussion Results

Group 1:

Top Three Strategies

1. Pedestrian/bike friendly
2. Sustainable development
3. Revitalize corridors (Ecorse, etc.)

Brainstorm (# of votes)

- Preserve diversity of densities (3)
- Transfer of development rights (3)
- Underground conduits for utilities (3)
- Fiberoptic internet (1)
- Pedestrian/bike friendly (8)
- Better lighting (4)
- Sustainable Development – overall goal (7)
- Park day (0)
- Fixing sidewalks, expanding (3)
- Revitalize Ecorse/corridors (6)
- Transits options (2)
- Gault Village revitalize to be active and meet community needs (1)
- Avoid overregulation (1)
- Add green space and gathering @ corridors/shopping areas (5)
- Host anchor events (fest, partner w. businesses) (1)
- Packet to renters, homeowners (1)
- Signs, unified style, wayfinding (0)
- Recruit desired businesses (0)
- Green infrastructure (2)
- Rosie the Riveter as symbol (0)
- Prioritize Brownfield Redevelopment (2)
- Allow/incentivize alt. energy (0)
- Infrastructure for elec. Vehicles (0)
- Keep neighborhood schools, reuse (0)

Group 2:

Top Three Strategies

1. Recruit businesses
2. Township/neighborhood communication
3. Better partnership with the city

Brainstorm (# of votes)

- Coordinate with local schools (6)
- Shop local/educate investors (2)
- Homeownership programs (3)
- Tool lending library (1)
- Bike paths/pedestrian connections (5)
- Recruit businesses (9)
- Job training for residents (0)
- Create public spaces (0)
- Welcome packet for renters (3)
- Lights (1)
- Design requirements/zoning (2)
- Better partnership with the City (9)
- Township neighborhood communication (9)
- Park Access and Distribution (0)
- Fireworks (0)

Resulting Actions
Based on feedback from the Open Studio and Pancake Breakfast the consultant team has great direction moving forward with regards to identified vision, goals, objectives, strategies, and priorities. All twenty-seven strategies will be included in the Master Plan. The consultant team is now in drafting mode.

Attachments:
February Workshop Strategy Tally Sheets for Neighborhoods, Places & Jobs

YpsiTwp2040@ytown.org
www.ypsilantitownship2040.com

To: Ypsilanti Township Development Team and Ypsilanti Township 2040 Steering Committee

From: Megan Masson-Minock
Ben Carlisle

Date: April 4, 2019

Re: Master Plan Reveal Summary Memo

On April 2, 2019, a Master Plan Reveal meeting occurred at the Ypsilanti Township District Library. Over 30 people attended the event. The evening included a presentation by the consultant team, input and dialogue from attendees, attendee voting on the five catalyst projects, and an open house with one-on-one interaction.

Presentation

The presentation (see attached) focused on:

- Ypsilanti Township 2040 Process
- What is a Master Plan?
- Master Plan Themes: Neighborhoods, Jobs, Places
- Mission, Vision and Goals (see attached handout distributed to attendees)
- Five Catalyst Projects
    1. Zoning Ordinance update
    2. Wiard Road connection over railroad to East Michigan Avenue
    3. Open space and agriculture preservation
    4. Healthy neighborhoods
    5. Social and cultural presence
- Instructions for voting for catalyst projects

Input and Dialogue

After the presentation, attendees shared in a facilitated discussion what they were excited about in the Master Plan.

The answers varied and the group seemed to be excited about the following:

- Zoning Ordinance update
- Redevelopment of Gault Village
- Wiard Road/East Michigan Avenue connection
- Healthy neighborhoods
- Creating great places
- Corridor design improvement

Catalyst Project Voting

Attendees were given 10 chips to "spend" on the five catalyst projects. They could distribute the chips amongst catalyst projects any way they wanted. The tally was:

Zoning Ordinance update:	77
Wiard Road/East Michigan Avenue connection:	70
Open space and agriculture preservation:	63
Healthy neighborhoods:	62
Social and cultural presence:	54

The relative even distribution of chips indicates that the proposed catalyst projects resonated with attendees as important areas to focus township actions and resources.

Open House

For the last forty minutes of the meeting, an Open House was held where attendees could ask questions of consultant team, Township staff and the Steering Committee. The Open House included discussion boards of the catalyst projects, the proposed Future Land Use Map, Wiard Road/ACM Development Concept Plan, Township Core Concept Plan, and Gault Village Redevelopment Plan (see attached).

Discussion for the most part was positive. Attendees were very encouraging and excited about the Master Plan and the catalyst projects. Constructive criticism given included cautioning against planning for road diets, concerns about how to address traffic as a result of increased density (commercial and residential), suggestions to plan for an east to west road connection south of I-94 to better use the West Michigan Avenue freeway exchange and requests to work with AAATA to increase services to within Ypsilanti Township.

We are working on a draft of the Master Plan and hope to have a draft to share with you by the end of April. Please contact us if you have any questions.

Sincerely,

CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, AICP, LEED AP
Principal

CARLISLE/WORTMAN ASSOC., INC.
Megan Masson-Minock, AICP
Planner

Attached: Master Plan Reveal Power Point Presentation
Draft Ypsilanti Township 2040 Mission, Vision and Goals
Master Plan Reveal Boards

Ypsilanti Township 2040

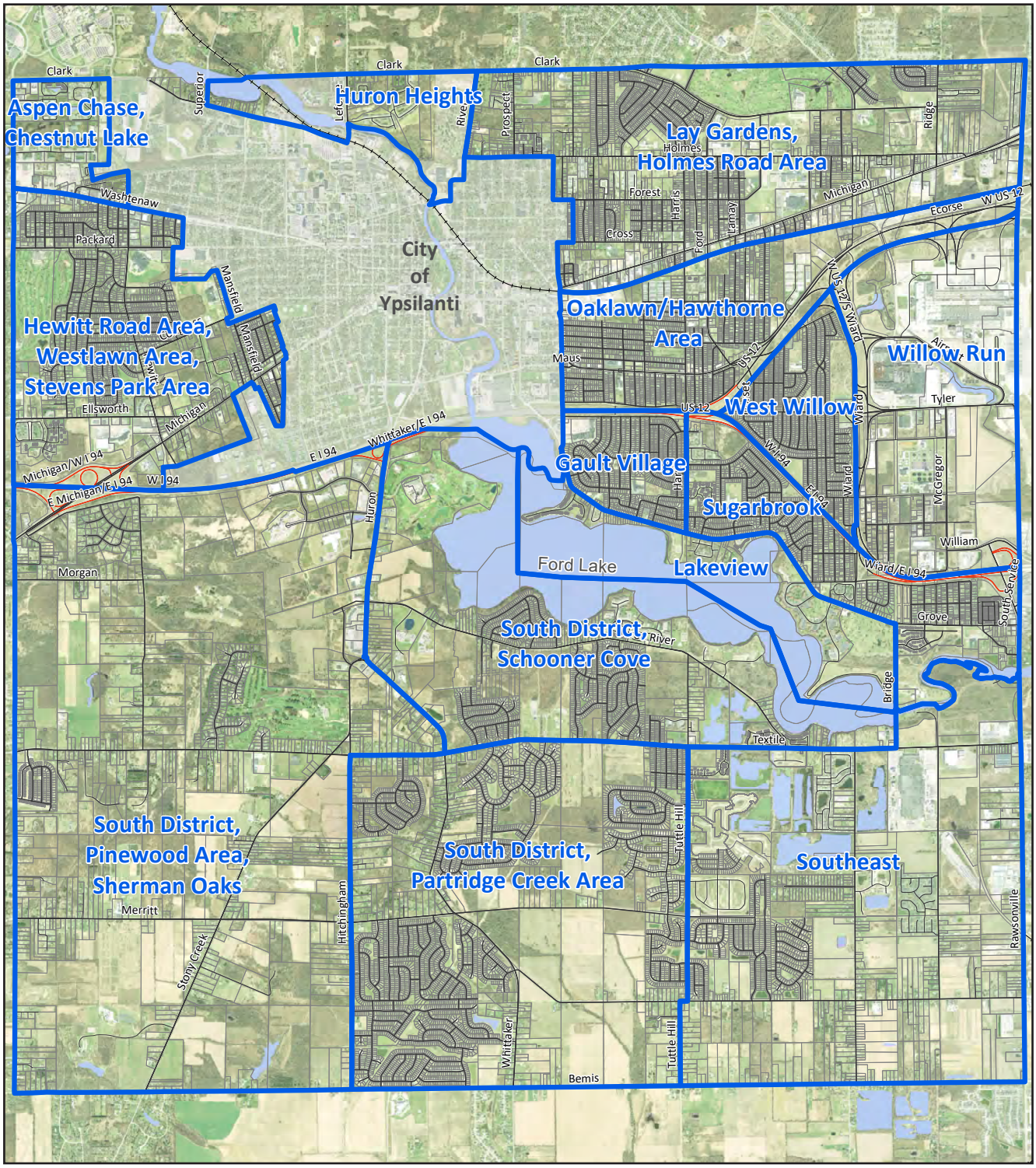
Neighborhood Reports

for Ypsilanti Township 2040 Master Plan

DRAFT: <insert date>
Adopted XXXXXXXX

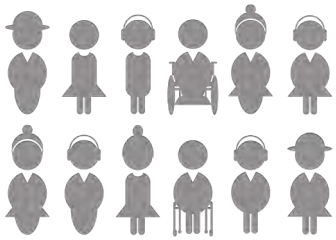
This page left intentionally blank.

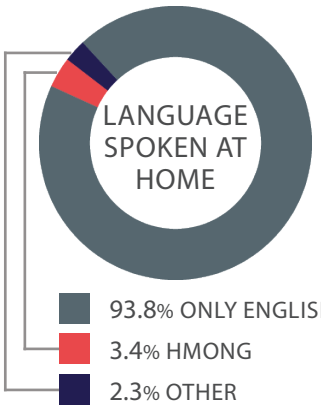
These neighborhood reports are snapshots of Ypsilanti Township neighborhoods during the Ypsilanti Township 2040 process (summer of 2018 to end of 2019). All data is taken from the 2016 American Community Survey

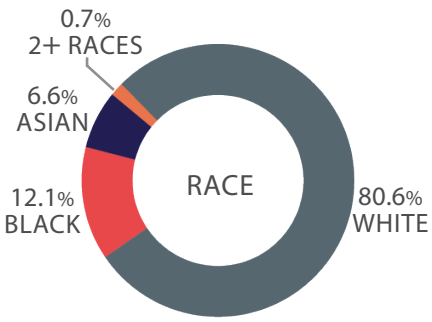


NEIGHBORHOODS:
South District, Pineview, Sherman Oaks

TOTAL POPULATION: **2,102**



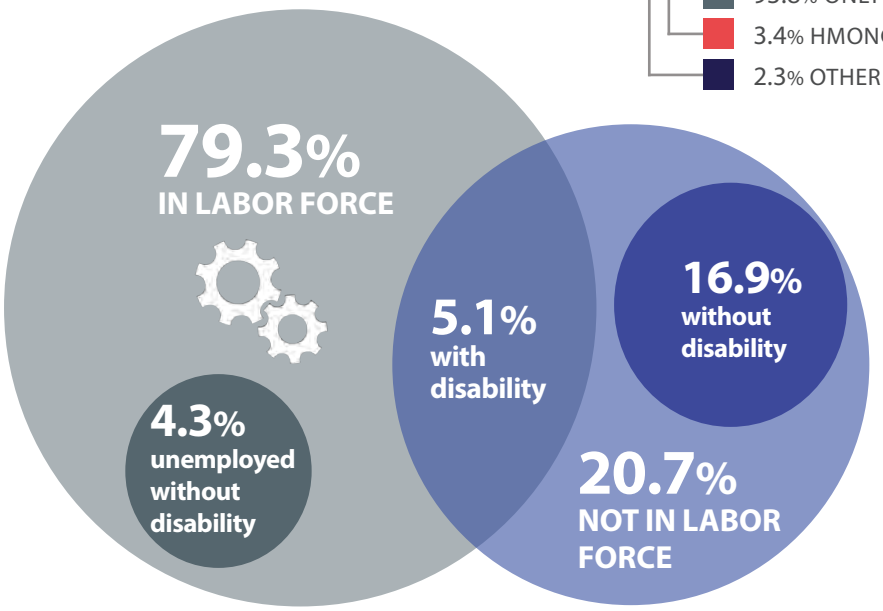




ETHNICITY:

80.6% white alone, not hispanic or latino

0% hispanic or latino origin of any race



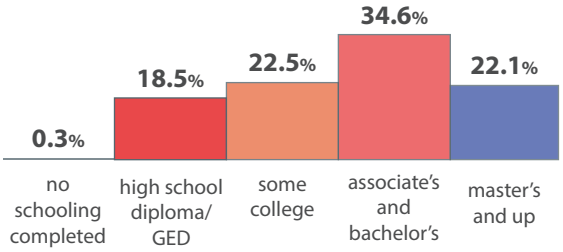
TOTAL OCCUPIED HOUSING UNITS: **744**

94% OWNER-OCCUPIED
6.0% RENTER-OCCUPIED

MEDIAN HOUSEHOLD INCOME: **$93,250**

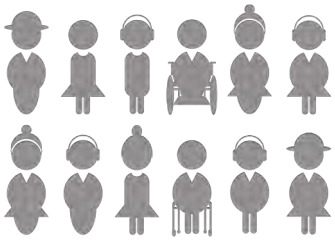
4.3% of householders moved into unit in **2015 or later**

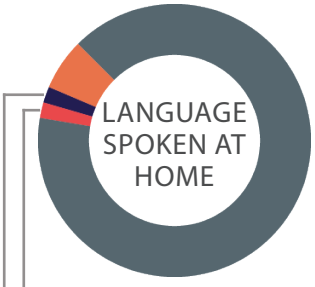
EDUCATIONAL ATTAINMENT FOR **25+** POPULATION:

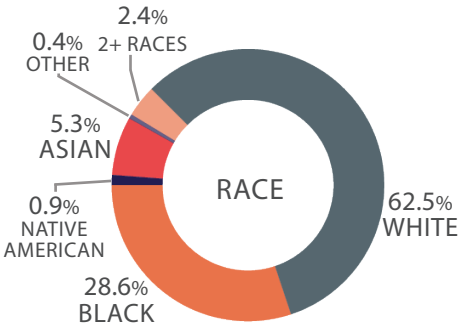


NEIGHBORHOODS:
South District,
Creekside
South

TOTAL POPULATION: **9,856**



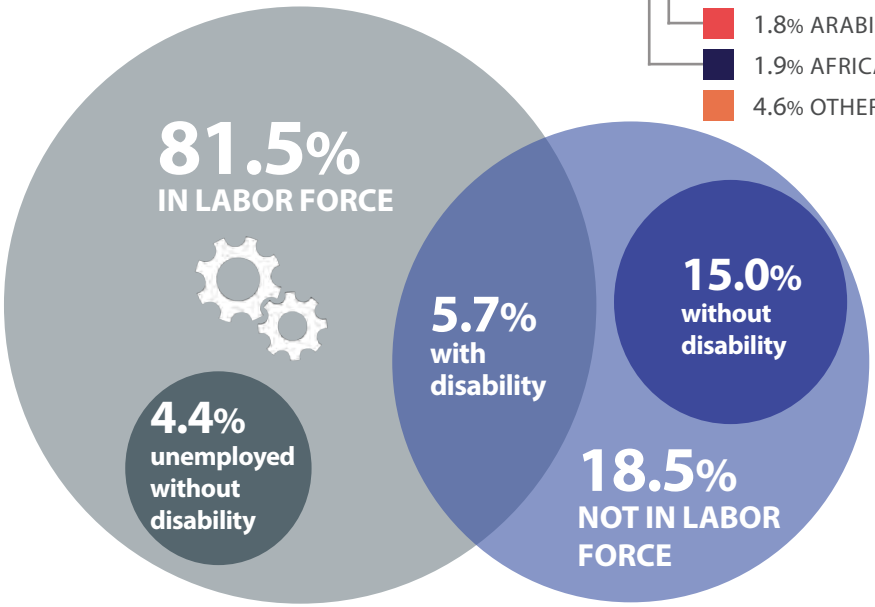




ETHNICITY:

60.7% white alone, not hispanic or latino

3.0% hispanic or latino origin of any race



TOTAL OCCUPIED HOUSING UNITS: **3,301**

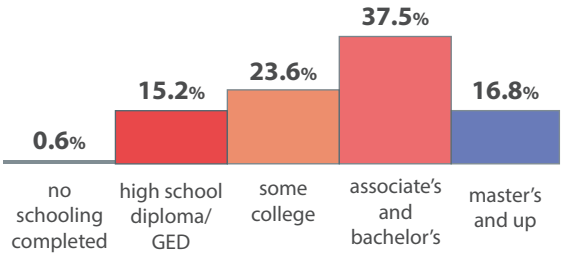
87.6% OWNER-OCCUPIED

12.4% RENTER-OCCUPIED

MEDIAN HOUSEHOLD INCOME: **($79,063, AND $93,523)**

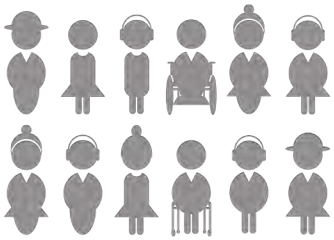
3.7% of householders moved into unit in **2015 or later**

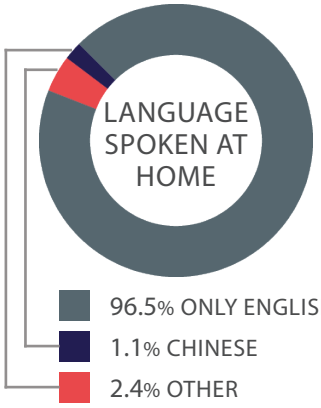
EDUCATIONAL ATTAINMENT FOR **25+** POPULATION:

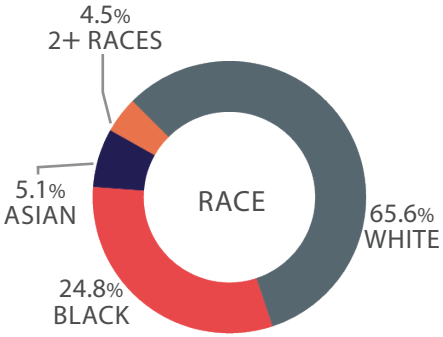


NEIGHBORHOODS:
South District, Schooner Cove

TOTAL POPULATION: **5,420**



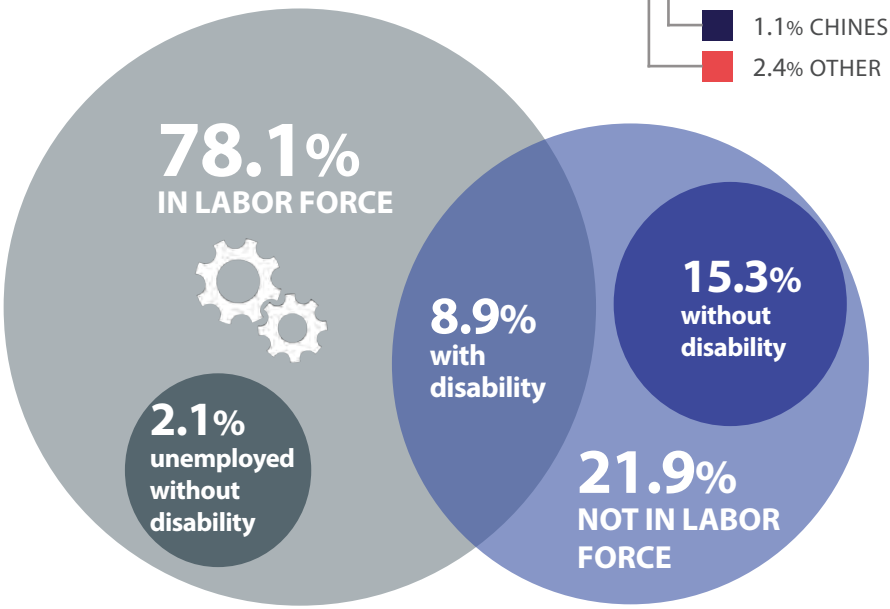




ETHNICITY:

65.6% white alone, not hispanic or latino

1.7% hispanic or latino origin of any race



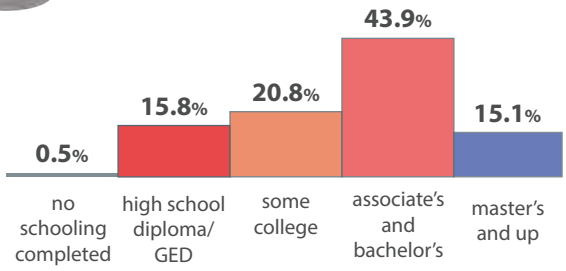
TOTAL OCCUPIED HOUSING UNITS: **2,076**

50.1% OWNER-OCCUPIED
49.9% RENTER-OCCUPIED

MEDIAN HOUSEHOLD INCOME: **$63,910**

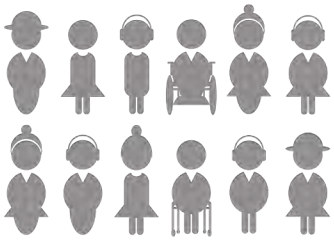
7.6% of householders moved into unit in **2015 or later**

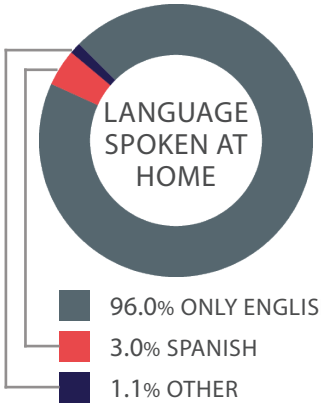
EDUCATIONAL ATTAINMENT FOR **25+** POPULATION:

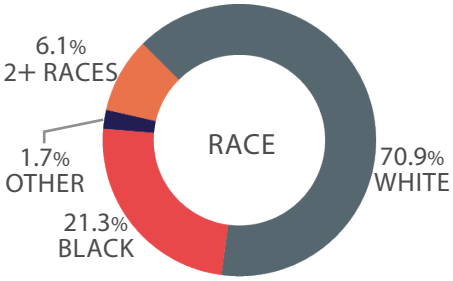


NEIGHBORHOODS:
South District

TOTAL POPULATION: **4,558**



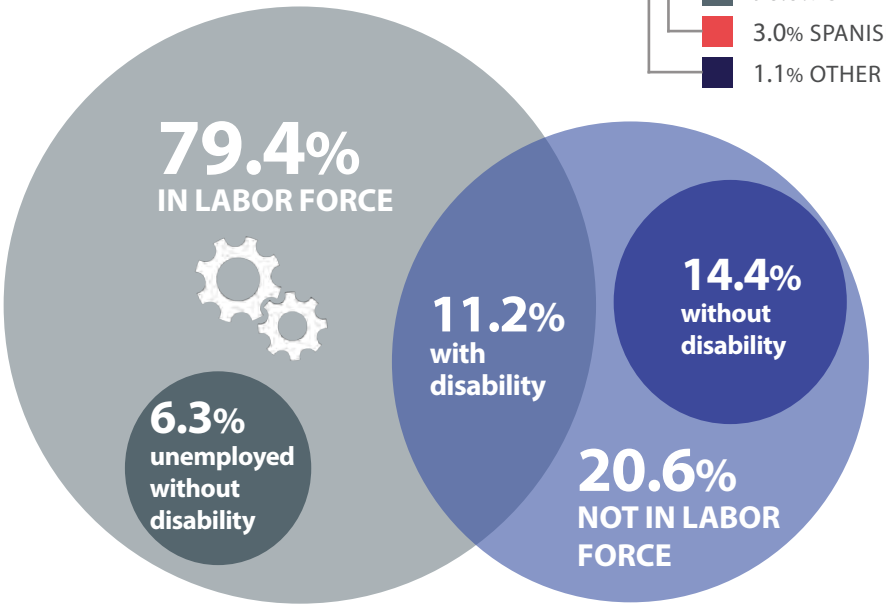




ETHNICITY:

68.9% white alone, not hispanic or latino

4.2% hispanic or latino origin of any race



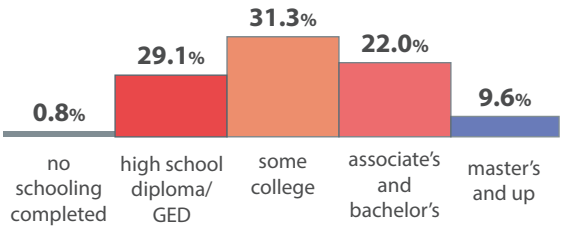
TOTAL OCCUPIED HOUSING UNITS: **1,634**

84.6% OWNER-OCCUPIED
15.4% RENTER-OCCUPIED

MEDIAN HOUSEHOLD INCOME: **$54,621**

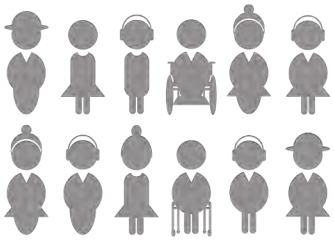
3.2% of householders moved into unit in **2015 or later**

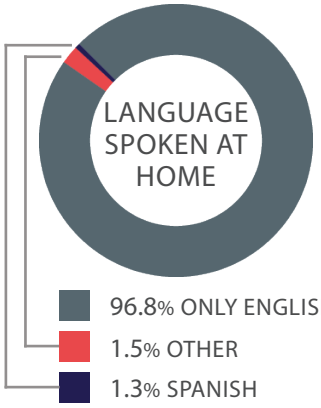
EDUCATIONAL ATTAINMENT FOR **25+** POPULATION:

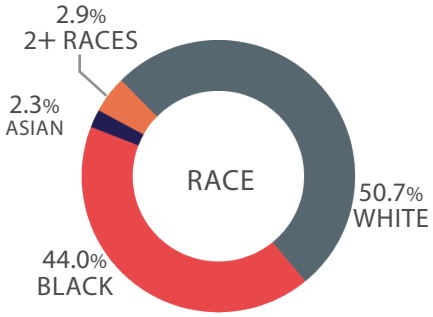


NEIGHBORHOODS:
Lakeview,
Wingate
Condos,
Sugarbrook

TOTAL POPULATION: **3,871**



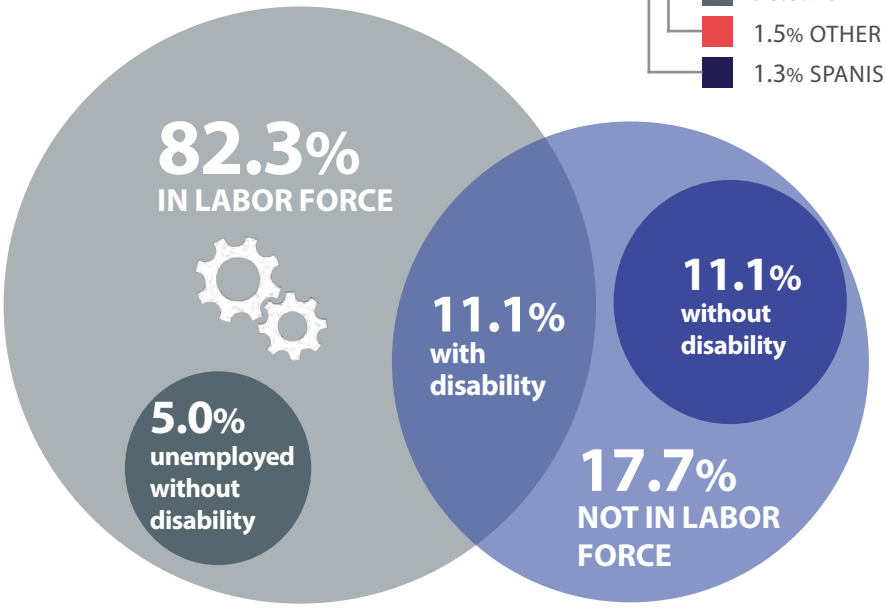




ETHNICITY:

45.9% white alone, not hispanic or latino

4.9% hispanic or latino origin of any race



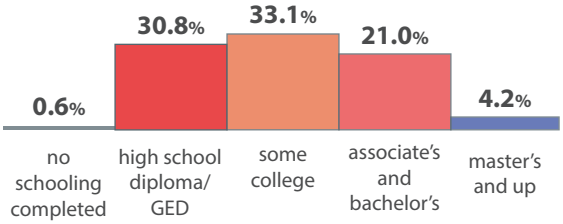
TOTAL OCCUPIED HOUSING UNITS: **1,628**

47.8% OWNER-OCCUPIED
52.2% RENTER-OCCUPIED

MEDIAN HOUSEHOLD INCOME: **$35,777**

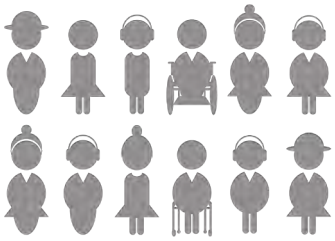
6.5% of householders moved into unit in **2015 or later**

EDUCATIONAL ATTAINMENT FOR **25+** POPULATION:

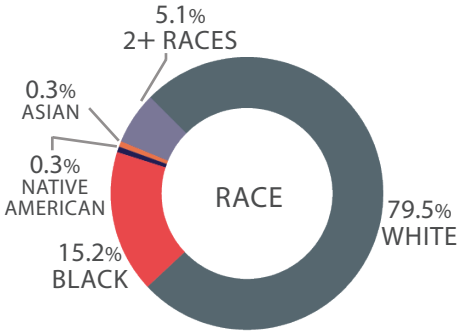


NEIGHBORHOOD:
Gault Village

TOTAL POPULATION: **2,150**



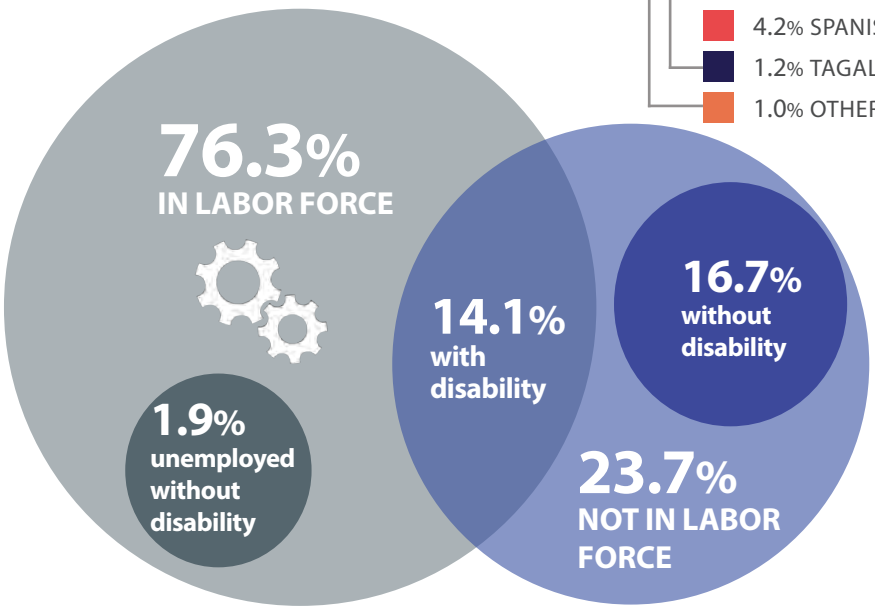
- 93.5% ONLY ENGLISH
- 4.2% SPANISH
- 1.2% TAGALOG
- 1.0% OTHER



ETHNICITY:

75.3% white alone, not hispanic or latino

4.2% hispanic or latino origin of any race



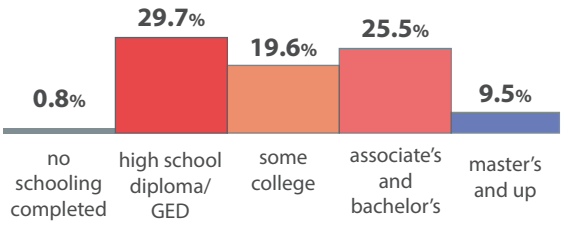
TOTAL OCCUPIED HOUSING UNITS: **891**

88.1% OWNER-OCCUPIED
11.9% RENTER-OCCUPIED

MEDIAN HOUSEHOLD INCOME: **$50,404**

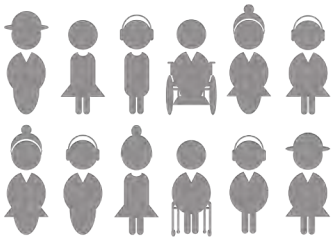
1.1% of householders moved into unit in **2015 or later**

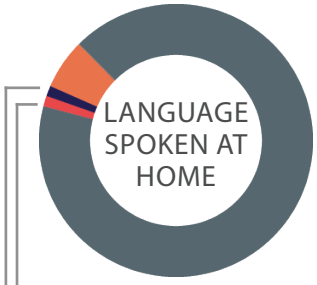
EDUCATIONAL ATTAINMENT FOR **25+** POPULATION:



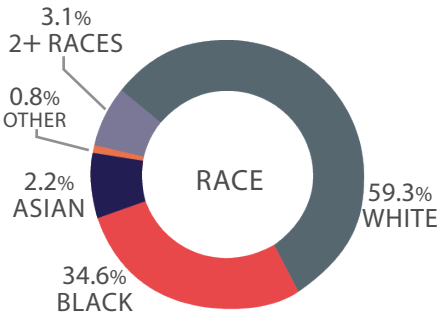
NEIGHBORHOODS:
Lakeshore Apartments, Cliffs on the Bay Condos

TOTAL POPULATION: **2,584**



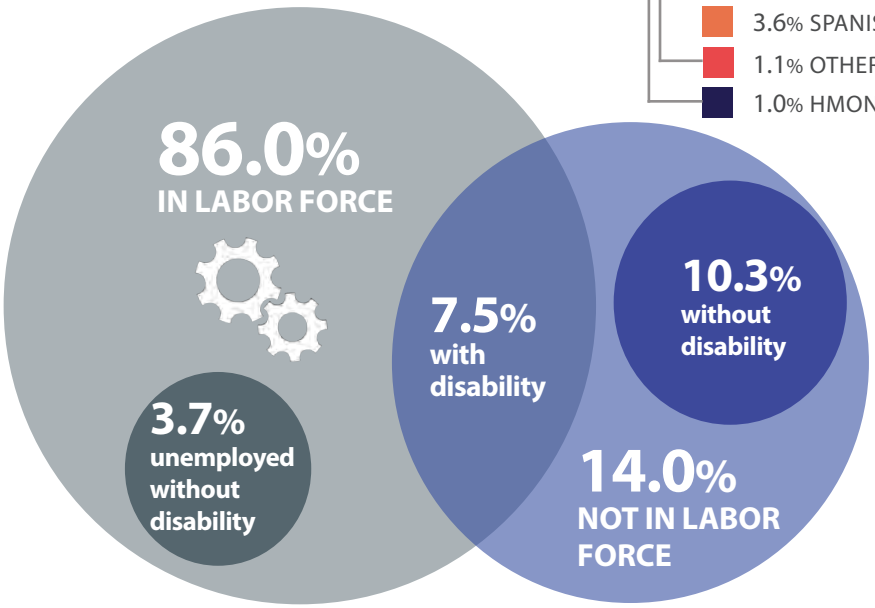


- 94.3% ONLY ENGLISH
- 3.6% SPANISH
- 1.1% OTHER
- 1.0% HMONG



ETHNICITY:

- **56.0%** white alone, not hispanic or latino
- **4.1%** hispanic or latino origin of any race



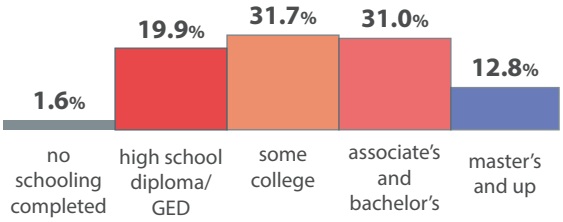
TOTAL OCCUPIED HOUSING UNITS: **1,550**

15.3% OWNER-OCCUPIED
84.7% RENTER-OCCUPIED

MEDIAN HOUSEHOLD INCOME: **$40,917**

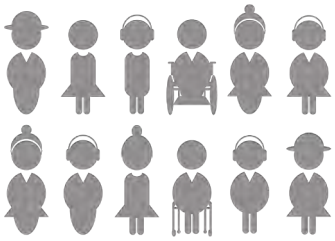
8.5% of householders moved into unit in **2015 or later**

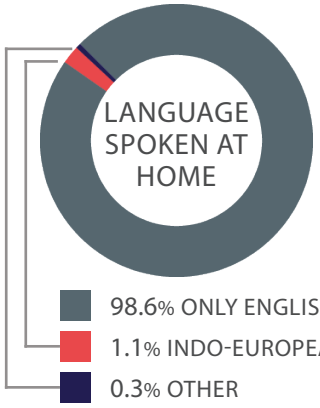
EDUCATIONAL ATTAINMENT FOR **25+** POPULATION:

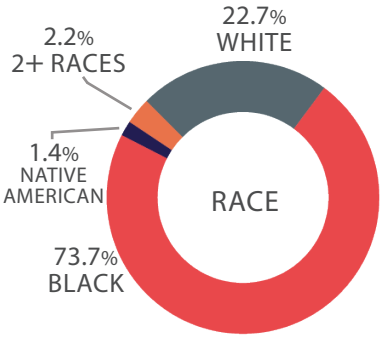


NEIGHBORHOOD:
West Willow

TOTAL POPULATION: **3,282**



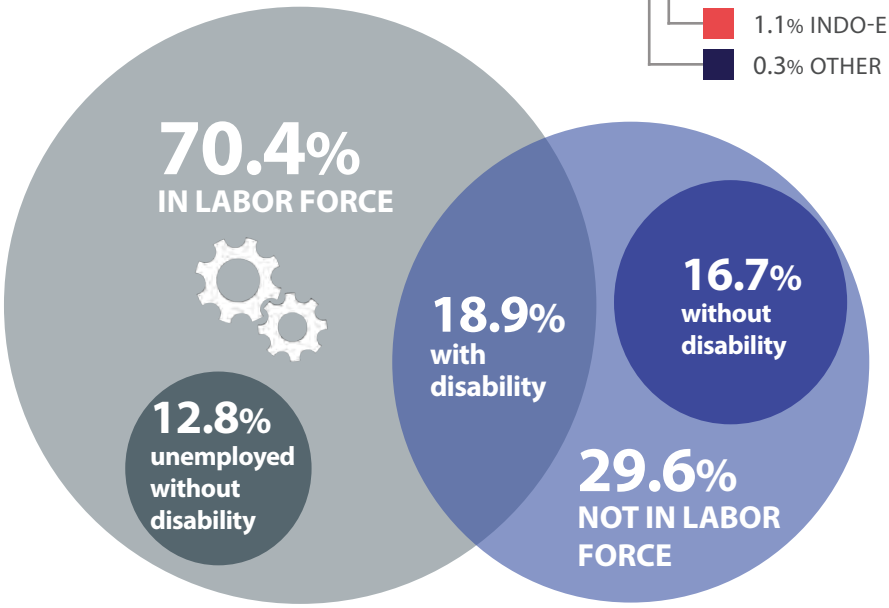




ETHNICITY:

21.9% white alone, not hispanic or latino

0.8% hispanic or latino origin of any race



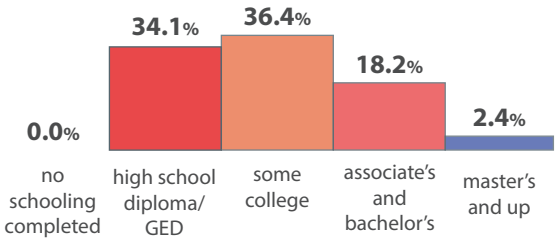
TOTAL OCCUPIED HOUSING UNITS: **1,104**

60.5% OWNER-OCCUPIED
39.5% RENTER-OCCUPIED

MEDIAN HOUSEHOLD INCOME: **$45,577**

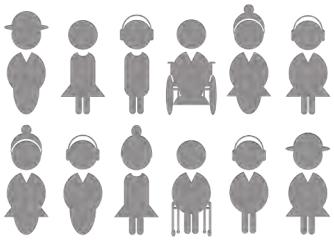
0.0% of householders moved into unit in **2015 or later**

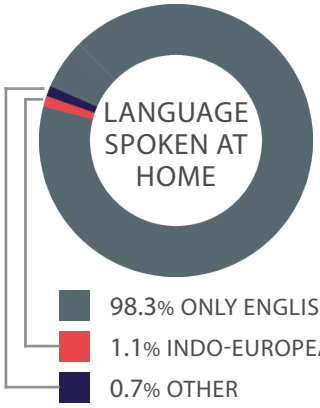
EDUCATIONAL ATTAINMENT FOR **25+** POPULATION:

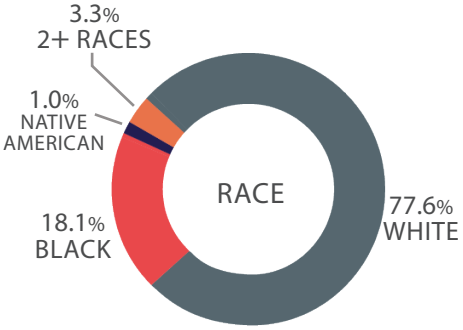


NEIGHBORHOODS:
Oaklawn/
Hawthorne,
Thurston

TOTAL POPULATION: **3,496**



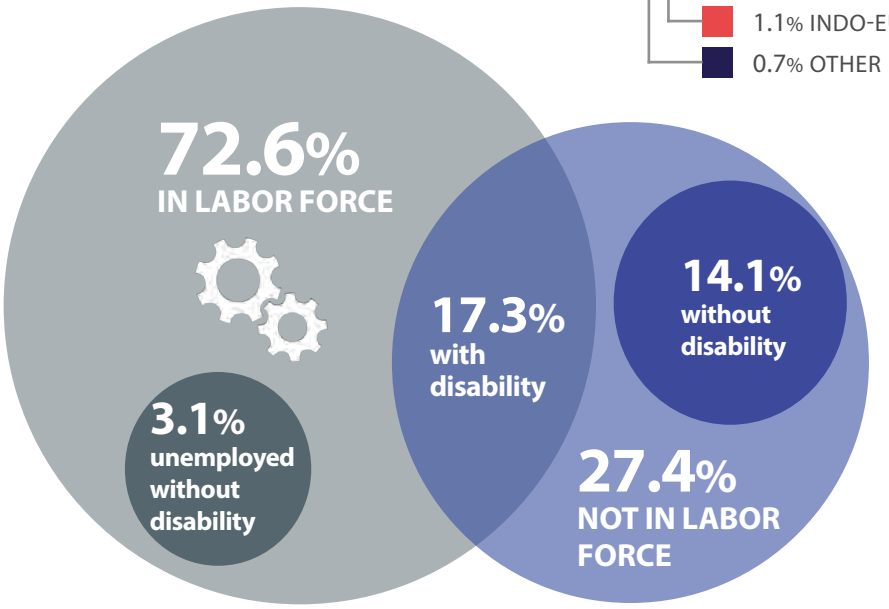




ETHNICITY:

77.0% white alone, not hispanic or latino

2.5% hispanic or latino origin of any race



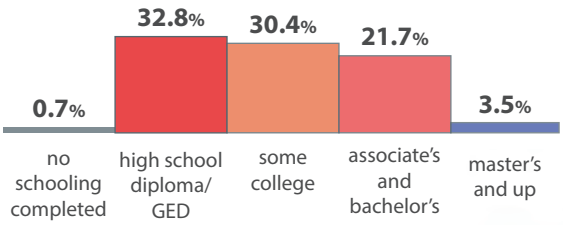
TOTAL OCCUPIED HOUSING UNITS: **1,531**

54.7% OWNER-OCCUPIED
45.3% RENTER-OCCUPIED

MEDIAN HOUSEHOLD INCOME: **$39,063**

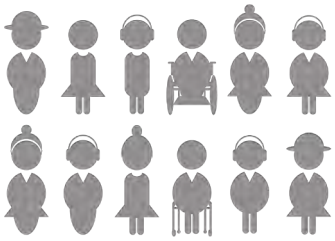
8.2% of householders moved into unit in **2015 or later**

EDUCATIONAL ATTAINMENT FOR **25+** POPULATION:

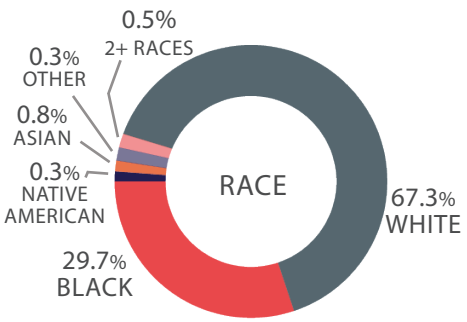


NEIGHBORHOODS:
Lay Gardens, Manufactured Homes, Holmes Road, Clark East Towers, Huron Meadows Condos, Bud/Blossom, Appleridge

TOTAL POPULATION: **6,806**

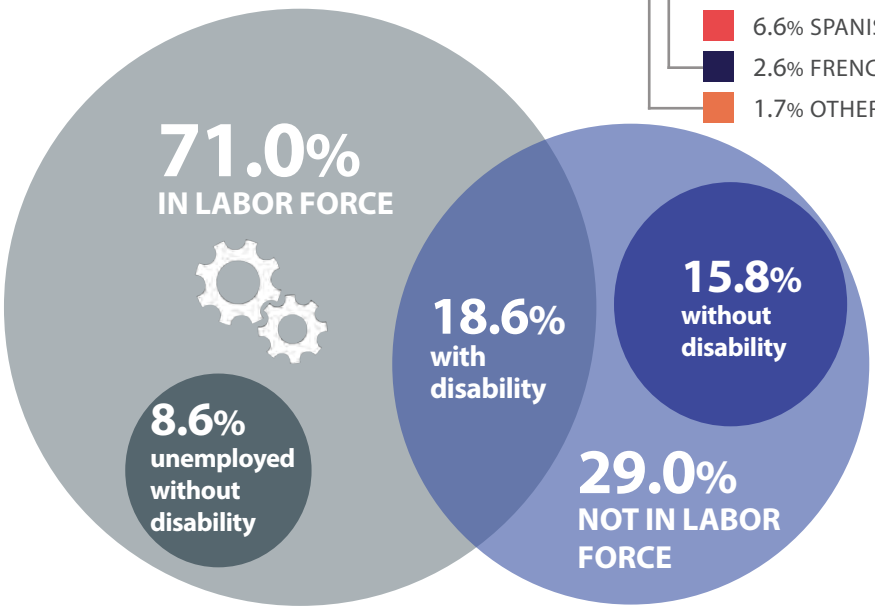


- 89.1% ONLY ENGLISH
- 6.6% SPANISH
- 2.6% FRENCH
- 1.7% OTHER



ETHNICITY:

- **62.5%** white alone, not hispanic or latino
- **6.3%** hispanic or latino origin of any race



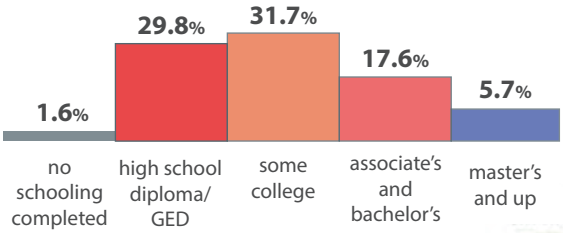
TOTAL OCCUPIED HOUSING UNITS: **3,244**

54.1% OWNER-OCCUPIED
45.9% RENTER-OCCUPIED

MEDIAN HOUSEHOLD INCOME: **($36,373, 35,819)**

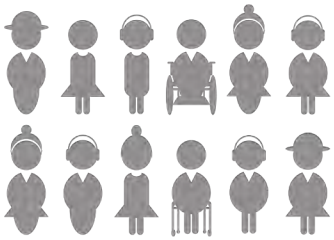
6.1% of householders moved into unit in **2015 or later**

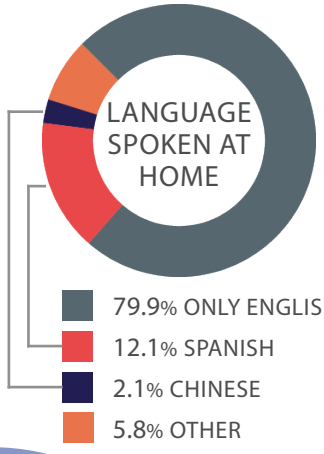
EDUCATIONAL ATTAINMENT FOR **25+** POPULATION:

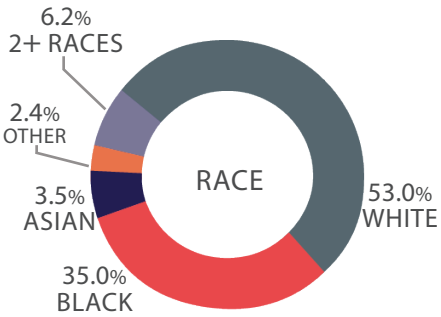


NEIGHBORHOODS:
Westlawn, Hewitt Road, Roundtree, Stevens Park

TOTAL POPULATION: **6,167**



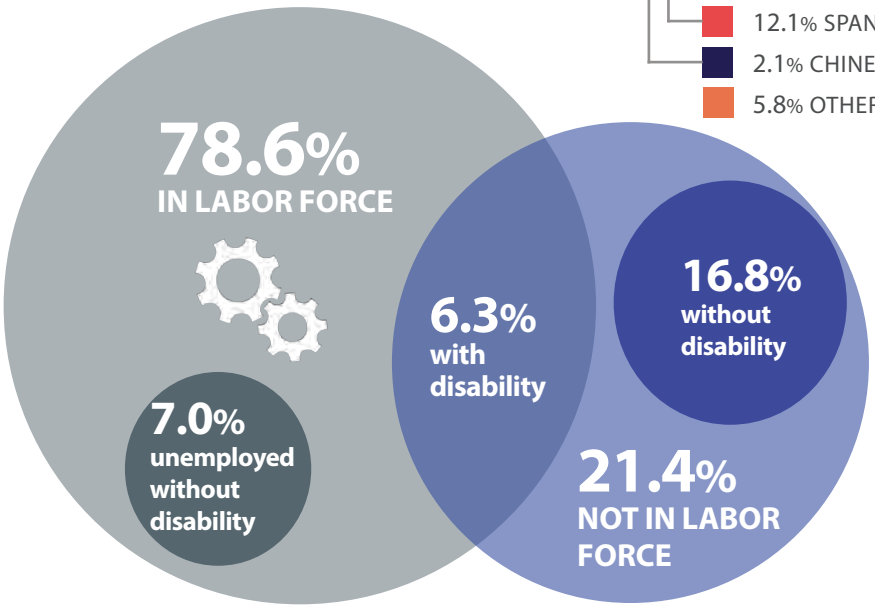




ETHNICITY:

48.6% white alone, not hispanic or latino

8.1% hispanic or latino origin of any race



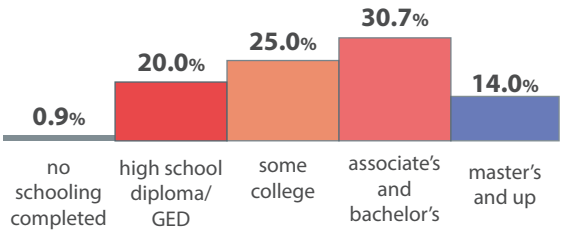
TOTAL OCCUPIED HOUSING UNITS: **2,793**

47.4% OWNER-OCCUPIED
52.6% RENTER-OCCUPIED

MEDIAN HOUSEHOLD INCOME: **$54,608**

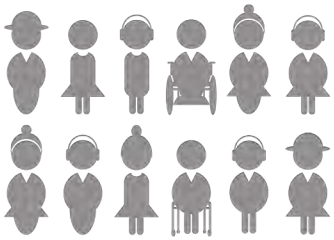
8.5% of householders moved into unit in **2015 or later**

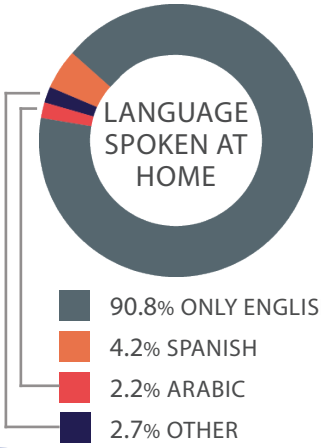
EDUCATIONAL ATTAINMENT FOR **25+** POPULATION:

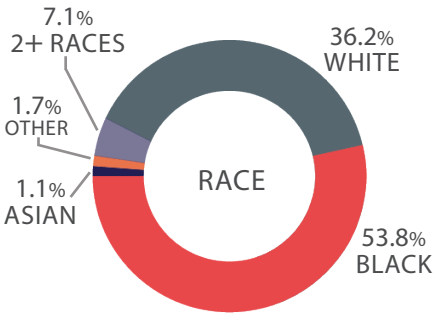


NEIGHBORHOODS:
Huron Heights/Ridge Apartments

TOTAL POPULATION: **2,669**



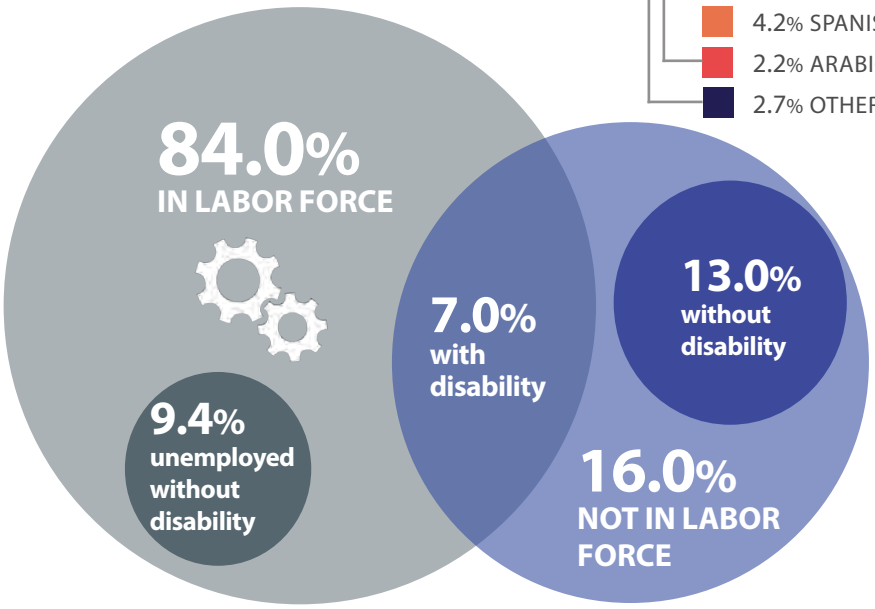




ETHNICITY:

32.8% white alone, not hispanic or latino

6.6% hispanic or latino origin of any race



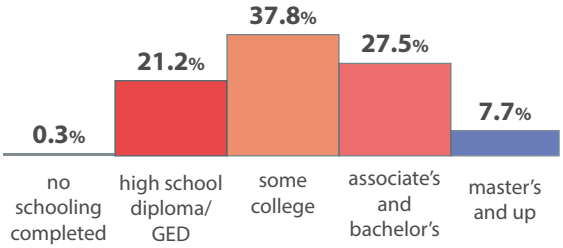
TOTAL OCCUPIED HOUSING UNITS: **1,134**

1.3% OWNER-OCCUPIED
98.7% RENTER-OCCUPIED

MEDIAN HOUSEHOLD INCOME: **$29,280**

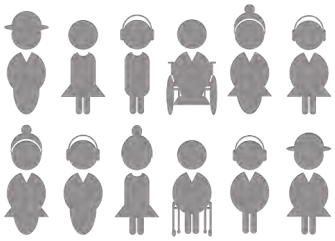
18.3% of householders moved into unit in **2015 or later**

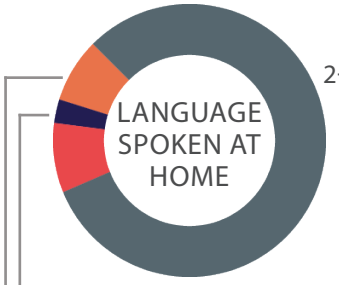
EDUCATIONAL ATTAINMENT FOR **25+** POPULATION:



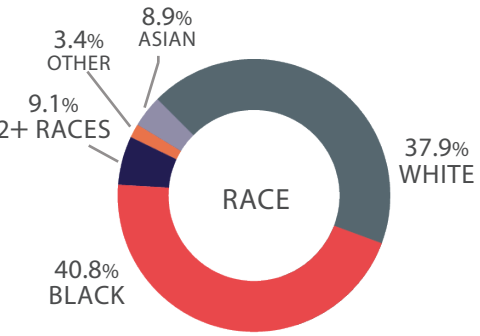
NEIGHBORHOODS:
Aspen Chase/Villas Aparments, Chestnut Lake Apartments

TOTAL POPULATION: **2,973**





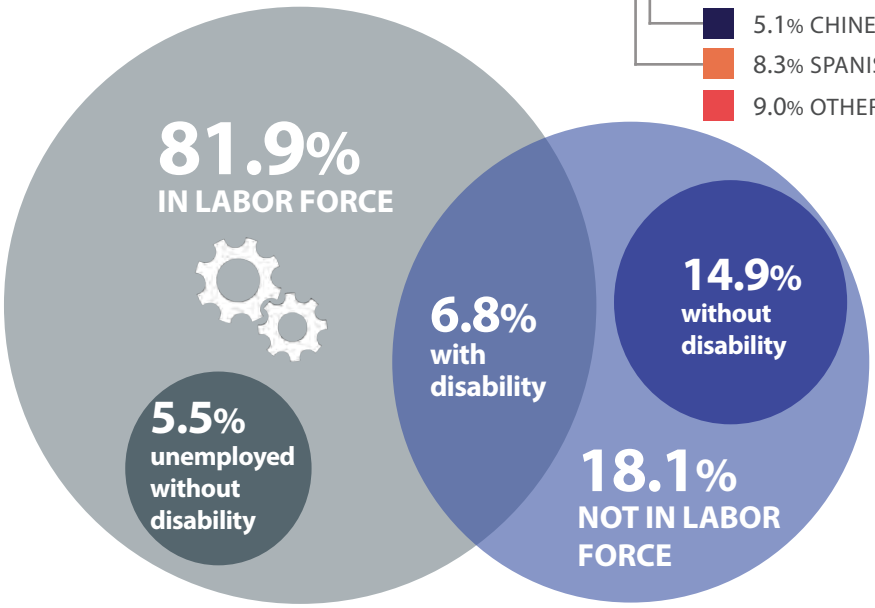
- 78.0% ONLY ENGLISH
- 5.1% CHINESE
- 8.3% SPANISH
- 9.0% OTHER



ETHNICITY:

34.4% white alone, not hispanic or latino

9.1% hispanic or latino origin of any race



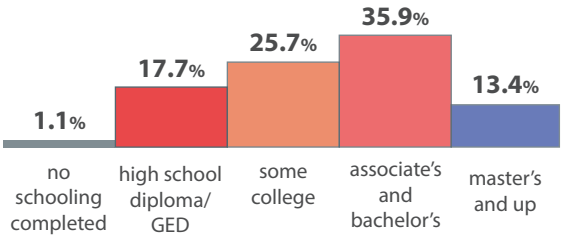
TOTAL OCCUPIED HOUSING UNITS: **1,568**

2.2% OWNER-OCCUPIED
97.8% RENTER-OCCUPIED

MEDIAN HOUSEHOLD INCOME: **$31,154**

10.8% of householders moved into unit in **2015 or later**

EDUCATIONAL ATTAINMENT FOR **25+** POPULATION:



Ypsilanti Township 2040 Master Plan

DRAFT: JANUARY 28, 2020
ADOPTED: XXXXXXXX

NEW BUSINESS

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To:	Karen Lovejoy Roe, Clerk
From:	Michael Radzik, Office of Community Standards Director Jason Iacoangeli, Planning Director
Re:	**REQUEST TO APPROVE THE REVISED SITE PLAN, REVISED AND RESTATED DEVELOPMENT AGREEMENT, AND FOURTH AMENDMENT TO THE MASTER DEED & BYLAWS FOR CRYSTAL PONDS CONDOMINIUMS INCLUSIVE OF PARCEL ID NUMBERS K -11-25-310-001 THROUGH K -11-25-310-090.**
Copy:	McLain & Winters, Township Attorneys
Date:	February 24, 2020

The Crystal Ponds condominium community located on the east side of Bunton Rd between Textile Rd and Martz Rd was originally started about 20 years ago and was approved for 90 units configured in one, two, three and four unit buildings. Due to a variety of unforeseen issues, including the original developer being convicted of fraud, only 20 privately owned units were constructed with the balance of the site having remained vacant, dormant, and in need of maintenance. Sales and construction halted about 14 years ago, leaving those 20 residents facing mounting site maintenance issues with little or no resources.

Over the past decade, several attempts by private entities to re-start the project failed to meet the needs of existing residents and never gained acceptance. More recently, however, Lombardo Homes has entered the picture and has worked extensively with all stakeholders to forge a path forward to complete the project. It is our collective assessment that Lombardo Homes is well suited and positioned to be able to complete the project as follows:

- Provide for the build out of the remaining units within the community using generally the same plans previously approved (updated for current building code and material availabilities);
- Reasonably address all incomplete health/safety concerns of the township and YCUA;
- Support the existing Crystal Pond Homeowners Association through financial contributions, professional association management, collection of appropriate dues from future sales, and engaging efficient vendors for community maintenance;
- Provide completion, or payment in lieu of completion, for many of the obligations of the original developer, including the non-motorized path along Bunton Rd;
- Incorporate updated township standards for residential communities such as public street lights, entrance security cameras and rental restrictions;

- Offer homes in the community as affordably priced as can be reasonably achieved;
- Amend the original Development Agreement and the Crystal Pond Master Deed to incorporate all proposed changes;
- Provide Lombardo Homes the ability to achieve a reasonable profit on home sales while keeping home prices affordable.

Enclosed for consideration by the Board of Trustees is a proposal that includes:

- Revised and Re-stated Development Agreement
- Revised Site Plan
- Fourth Amendment to Master Deed & Bylaws

All of the components and provisions of this proposal have been reviewed and approved by:

- Ypsilanti Township Planning Department
- Carlisle Wortman Associates (Ben Carlisle)
- OHM Advisors
- McLain & Winters, Township Attorney (Doug Winters)
- Ypsilanti Community Utilities Authority
- Crystal Ponds Homeowners Association (existing residents of the community)
- HBGG, LLC (co-owner of vacant lots to be completed)
- Lombardo Homes (co-owner and developer of vacant lots to be completed)

The revised Preliminary Site Plan, including improved common area amenities and landscaping, were reviewed and approved by the Planning Commission on November 12, 2019. Since Planning Commission approval was granted, Lombardo Homes has been allowed to obtain eleven (11) foundation permits for new home sites in exchange for posting $10,000 cash surety per permit to guarantee grade restoration in the unlikely event this proposal does not come to fruition.

On behalf of Township staff and consultants, I wholeheartedly endorse the revised Site Plan, revised and re-stated Development Agreement, and Fourth Amendment to the Master Deed & Bylaws, and respectfully request approval by the Board of Trustees.

Please place this item on the agenda for the March 3, 2020 meeting of the Board of Trustees. A copy of the proposal was previously provided to Board Members for review. Greg Windingland from Lombardo Homes will be in attendance to present details of the proposal and answer any remaining questions.

Thank you for your consideration.

~~January 29, 2020~~
Revised February 21, 2020

Michael Radzik, OCS Director
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Wm. Douglas Winters, Township Attorney
McLain & Winters
61 N. Huron
Ypsilanti, MI 48197

RE: Crystal Pond Condominiums, Section 25, Bunton South of Textile
Supplemental Information for Township Board's Convenience

Dear Mr. Radzik and Mr. Winters,

Due to the complexity of this site and the numerous "moving pieces" that all need to fall into place, we wanted to provide the Township Board with this convenient (and hopefully easy to navigate) packet in advance of their ~~February 18~~ March 3, 2020 meeting where this matter is anticipated to be considered for approval. We would respectfully request each board member be provided a copy of this packet both for their advance review as well as to serve as a reference during the ~~February 18th~~ March 3rd meeting.

Enclosed herein, we have provided the following documents.

- **Executive Summary**
- **Final Site Plan (including Landscape Plan)**
  - Updated to reflect as-built conditions thus far as well as to show proposed future improvements.
- **Color renderings, elevations and floor plans**
  - Updated to reflect current building code and ADA requirements.
- **Revised Development Agreement**
  - Updated from original Development Agreement of May 20, 2000.
- **Crystal Pond Master Deed Amendment**
  - Revisions needed to reflect updated plans and addition of various updates such as street lighting, entrance security cameras and the township's rental language.

13001 23 Mile Road, Shelby Township, MI 48315
P (586) 781-2364 | C (586) 855-7051 | F (888) 525-6881
GWINDINGLAND@LOMBARDOHOMES.COM
lombardohomes.com

Through the cooperation of the township consultants and staff, YCUA and the Crystal Pond Association Board and co-owners, we believe we have collectively created a path forward to provide for the successful completion of the Crystal Pond community.

On ~~February 18th~~ March 3rd, we will provide the Township Board with a comprehensive update and be prepared to address any questions they may have. In the meantime, if you have any questions or need any additional information, please feel free to contact me at your convenience.

Very truly yours,
Lombardo Homes

Gregory L. Windingland

Gregory L. Windingland
Vice President of Development

C: Charles Rutkowski, President Crystal Pond Association
Julie Longo, HBGG, LLC

Crystal Pond

Township Board Supplemental Information Packet

Table of Contents

- Executive Summary
- Final Site Plan
- Color Renderings, Floor Plans and Elevations
- Revised Development Agreement
- 4th Amendment to Master Deed

Crystal Pond

Executive Summary

Originally started in the early 2000's, the Crystal Pond condominium community (east side of Bunton Road between Textile and Martz) was approved for 90 units in one, two, three and four-unit building configurations. Over the years, the community has experienced a variety of issues that combined to essentially halt all sales and construction since 2006. As a result, there are 20 privately owned and occupied units with the balance of the site having remained vacant and dormant for more than 12 years.

Many of the originally required site improvements were never completed (such as final road paving and installation of a paved pathway along Bunton Road), or were partially completed and never formally accepted by the appropriate governmental agency (such as the public water and sanitary sewer systems or their respective easements). Through no fault of their own, the existing residents have struggled to perform basic maintenance or meet the other financial obligations of the association.

In more recent years, other proposals to restart the community have failed for a variety of reasons including not being in the best interest of the existing residents; something the township has insisted any proposed restart must address.

Lombardo Homes has 68 vacant units under contract and has been working with all stakeholders (Crystal Pond residents, Township staff and officials, YCUA and HBGG LLC (owner of the 68 vacant units) to create a path forward that would accomplish the following:

1. Provide for the build out of the remaining units within the community using generally the same plans previously offered (updated for current building code and material availabilities).
2. Reasonably address all incomplete health/safety concerns of the township and YCUA.
3. Support the existing Crystal Pond association through financial contributions, professional association management, collection of appropriate dues from future sales and engaging efficient vendors for community maintenance.
4. Provide completion, or payment in lieu of completion, for many of the obligations of the original developer.
5. Incorporate updated township standards for residential communities such as public street lights, entrance security cameras and rental restrictions.
6. Offer homes in the community as affordably priced as can be reasonably achieved.
7. Amend the original Development Agreement and the Crystal Pond Master Deed to incorporate all proposed changes.
8. Provide Lombardo Homes the ability to achieve a reasonable profit on home sales.

It was agreed by all stakeholders that requiring completion of 100% of the original obligations would cause this project to remain dormant for many years to come. As such, the parties have worked diligently to create a path forward that will address all health/safety issues and provide for the best balance between completion of other outstanding items and support for the existing association vs the financial constraints of ensuing the project remains viable for Lombardo Homes.

January 27, 2020

SITE PLANS FOR

CRYSTAL POND CONDOMINIUMS

A RESIDENTIAL DEVELOPMENT

SECTION 25, T 3 SOUTH, R 7 EAST,
YPSILANTI TOWNSHIP,
WASHTENAW COUNTY, MICHIGAN

LEGAL DESCRIPTION

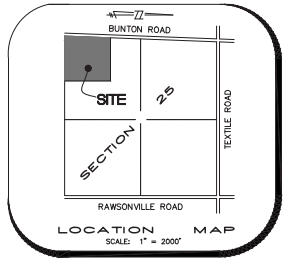
PART OF SOUTHWEST ¼ OF SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS, BEGINNING AT THE SOUTHWEST CORNER OF SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST; THENCE ALONG THE WEST LINE OF SECTION 25, N00°52'19"W, 1625.63 FEET; THENCE N87°30'30"E 1309.27 FEET; THENCE ALONG THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 25, S00°53'53"E, 1637.72 FEET; THENCE ALONG THE SOUTH LINE OF SECTION 25, S88°02'17"W, 1309.73 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS AN AREA OF 49.037 ACRES.
SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF USED, TAKEN OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BENCHMARKS

1. ARROW ON HYDRANT ON THE WEST SIDE OF BUNTON ROAD, SOUTH OF THE KOA ENTRANCE 122' SOUTH OF THE NORTH WEST PROPERTY CORNER ELV.708.30 NAVD88 DATUM
2. ARROW ON HYDRANT ON THE WEST SIDE OF BUNTON ROAD, SOUTH OF WOODLAND CT., 731' SOUTH OF THE NORTH WEST PROPERTY CORNER ELV.707.03 NAVD88 DATUM



SHEET INDEX

1. COVER SHEET
2. SITE PLAN
3. PAVEMENT REPAIR PLAN
4. EASEMENT PLAN

LANDSCAPE PLANS
L-1 LANDSCAPE PLAN
L-2 LANDSCAPE DETAILS

PROJECT NARRATIVE

This site was granted approval for 101 units on February 1, 2000, of which 20 units have been built. The Site Plan presented here proposes to reduce the total number of units to 90. In addition to reducing the number of units by 11, the developer is proposing to finish the community by providing pavement repairs, pavement top coat, preparation and dedication of sanitary sewer easements, water main easements, Bunton Road right-of-way dedication, field survey of existing utilities and preparation of as-built drawings for use by Ypsilanti Township and YCUA.

LANDSCAPE PLANS PREPARED BY:
ALLEN DESIGN, LLC
LANDSCAPE ARCHITECTURE
557 CARPENTER
NORTHVILLE, MICHIGAN 48167
PHONE: 248.467.4668

PROPERTY BOUNDARY & TOPO INFORMATION
AMBIT LAND SURVEYORS, INC.
691 WING STREET
PLYMOUTH, MICHIGAN 48170
PHONE: 734.455.5501

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331

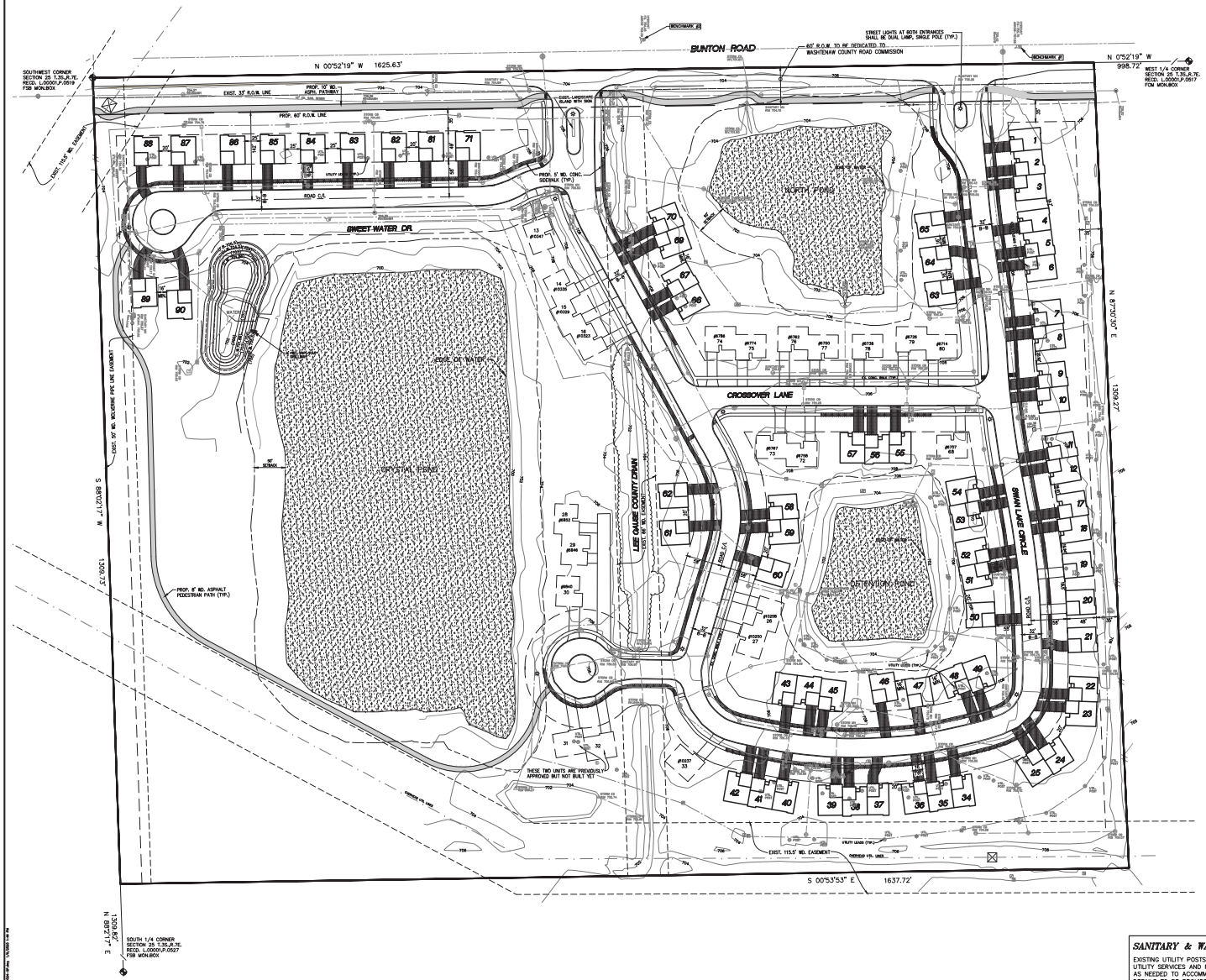
PREPARED FOR:
DIVERSE REAL ESTATE LLC
13001 23 MILE ROAD
SHELBY TWP.,MI 48315
PHONE: 248.697.6663
AUTHORIZED REPRESENTATIVE:
COSIMO LOMBARDO

REVISIONS

NO.	ITEM	DATE
1.	REVISED PER OWNER	7-22-19
2.	REVISED PER OWNER	7-30-19
3.	REVISED PER OWNER	8-17-19
4.	REVISED PER TWP. REVIEW LETTER	9-24-19
5.	RELOCATE UNITS 87 THRU 90 AND UNITS 34, 35, 36 DUE TO REVISED EX. GAS AND ELECT. EASE. WIDTHS	11-20-19
6.	REVISE BUILDINGS PER NEW EX. UTILITY LOCATIONS	12-9-19

ENGINEER'S SEAL

DATE: 8-17-19 | DESIGNED BY: A.A. | CHECKED BY: P.K. | JOB NUMBER: 18-024 | DRAWING FILE: 1-18024-CV



SANITARY & WATER SERVICES NOTE:

EXISTING UTILITY POSTS FALL WITHIN SOME UNITS. UTILITY SERVICES AND POSTS SHALL BE RELOCATED AS NEEDED TO ACCOMMODATE UNIT LAYOUT AS SHOWN. DETAILS TO BE PROVIDED ON DETAILED ENGINEERING PLANS AND/OR PLOT PLANS.

SCALE

80 0 40 80 160 320

(IN FEET)

Scale: 1 inch = 80 ft.

EXISTING TOPOGRAPHIC INFORMATION PROVIDED BY AMBIT LAND SURVEYORS

BENCHMARKS

1. ARROW ON HYDRANT ON THE WEST SIDE OF BUNTON ROAD, SOUTH OF THE KOA ENTRANCE 120' SOUTH OF THE NORTH WEST PROPERTY CORNER ELV.708.30 NAVD88 DATUM
2. ARROW ON HYDRANT ON THE WEST SIDE OF BUNTON ROAD, SOUTH OF WOODLAND CT., 731' SOUTH OF THE NORTH WEST PROPERTY CORNER ELV.707.03 NAVD88 DATUM

LEGEND

EXISTING	PROPOSED	
		PAVEMENT (ASPHALT)
		SIDE WALK (CONCRETE)
		CONCRETE CURB AND GUTTER
		STORM SEWER
		SANITARY SEWER
		WATER MAIN
		MANHOLE
		CATCH BASIN
		CURB INLET W/SILT SAC
		END SECTION
		GATE VALVE
		HYDRANT
1000	1000	CONTOURS
1000.0	1000.00 T/C	SPOT ELEVATION
		LOCATION OF EX. UTILITY POST (BASED ON AMBIT TOPO DATED 10-17-18)
		PROP. STREET LIGHT (STD. DTE)

NOTES

1. REFUSE PICKED UP BY PRIVATE CONTRACT WEEKLY. CURB REFUSE STORAGE BY INTERNAL PORTABLE CONTAINERS
2. ATTACHED UNITS TO BE SEPARATED BY TWO HOUR RATED FIRE WALL NO.346
3. NO FENCING OF ANY TYPE IS ALLOWED WITHIN ANY UNIT, EXCEPT THAT A MAXIMUM SIX (6) FEET HIGH WHITE VINYL PRIVACY FENCE, NOT EXCEEDING TWELVE (12) FEET IN LENGTH, MAY BE INSTALLED IN THE REAR YARD OF EACH ATTACHED UNIT IN LINE WITH SHARED UNIT WALLS ONLY.
4. SEE (SHEET 3) PAVEMENT REPAIR PLAN FOR DESIGNATION OF RESPONSIBILITY FOR SIDEWALK CONSTRUCTION.
5. PAYMENT WILL BE MADE IN LIEW OF PATHWAY CONSTRUCTION ALONG BUNTON ROAD.
6. EXISTING SANITARY LEADS & WATER SERVICES ARE TO BE USED TO SERVICE PROPOSED UNITS, WHERE POSSIBLE.
7. DECKS/PATIOS ON THE REAR OF EACH UNIT SHALL NOT EXCEED 12' DEEP.
8. ☼ = PROPOSED STREET LIGHTS. (DTE PUBLIC STREET LIGHTING).
9. ON-STREET PARKING WILL BE ALLOWED IN EXISTING ROADWAYS.
10. ALL INTERNAL ROADS TO BE PRIVATE.

DENSITY CALCULATION PER SECTION XX

GROSS AREA 49.037 AC.

NET AREA 37.82 AC (GROSS AREA LESS EXIST ROW AND SURFACE AREA OF LAKES).

MAX. ALLOWABLE DWELLING UNITS/ GROSS AC = 5.4

PROPOSED NUMBER OF DWELLING UNITS = 90 UNITS.

MIN. REQUIRED OPEN SPACE 15 % OF HORIZONTAL DEVELOPMENT AREA
PROPOSED AREA OF OPEN SPACE = 15.25 AC

SITE DATA

GROSS AREA = 49.037 AC
CURRENT ZONING: R-4

SETBACKS:(PER ARTICLE XX)
MIN FRONT= 25'
MIN REAR= 35'
MIN SIDE= 5', TOTAL OF TWO= 16' (TO SIDE LOT LINES)

(EXCEPT WHERE NOTED AS 16 FEET, PROPOSED MINIMUM SETBACKS BETWEEN BUILDINGS ARE 20 FEET).

PARKING MIN 2 SPACES PER UNIT REQUIRED
PROPOSED 2 SPACES MIN/UNIT INCLUDING 1 SPACE IN GARAGE

CRYSTAL POND

SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TWP., WASHTINAW COUNTY, MICHIGAN

REVISIONS

NO.	ITEM	DATE
1.	REVISED PER OWNER	7-22-19
2.	REVISED PER OWNER	7-30-19
3.	REVISED PER OWNER	8-17-19
4.	REVISED PER TWP. REVIEW LETTER	9-24-19
5.	RELOCATE UNITS 87 THRU 90 AND UNITS 34, 35, 36 DUE TO REVISED EX. GAS AND ELECT. EASE. WIDTHS	11-20-19
6.	REVISE BUILDINGS PER NEW EX. UTILITY LOCATIONS	12-9-19

UTILITY WARNING

UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

811 Know what's below. Call before you dig.

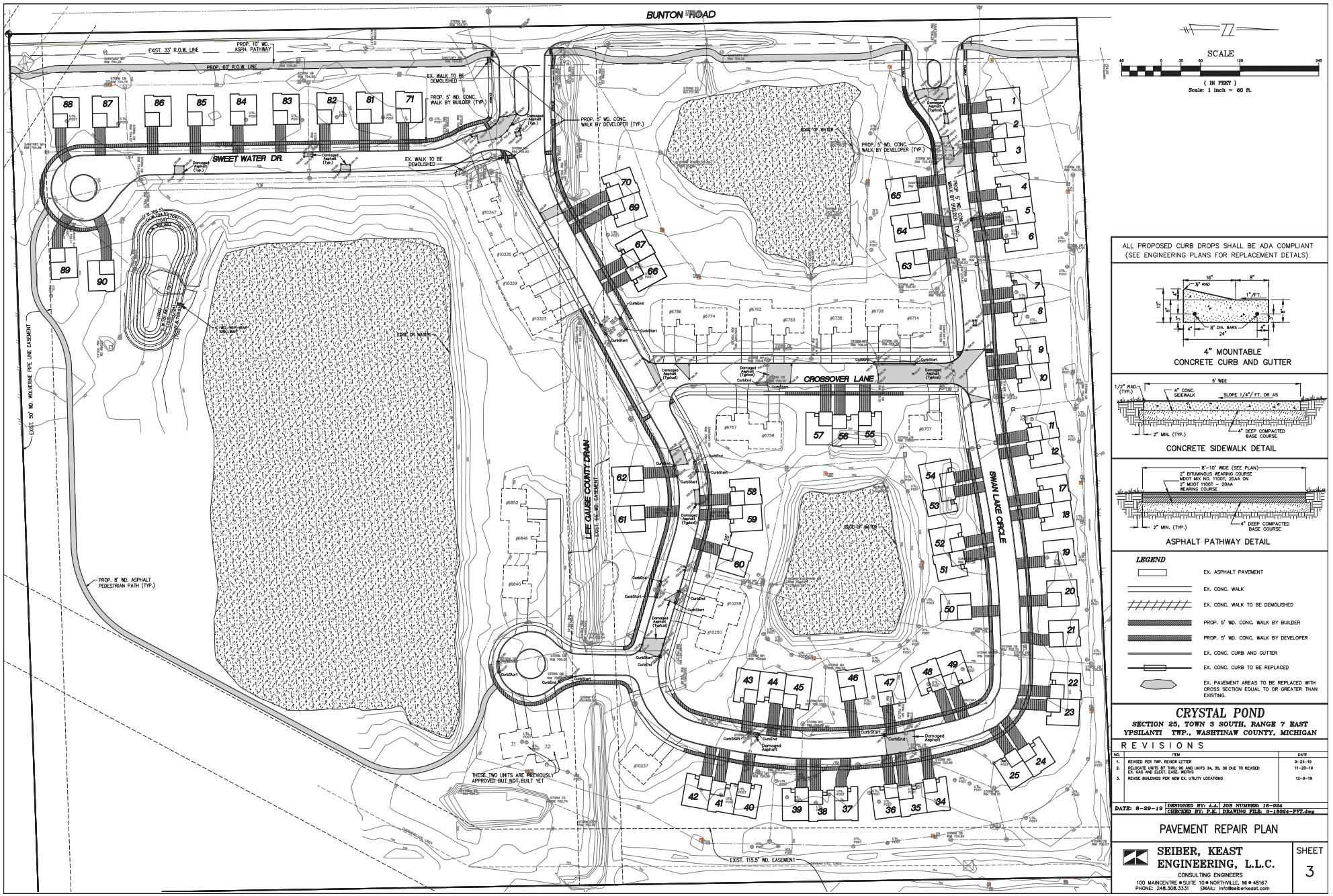
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

DATE: 8-17-19 | DESIGNED BY: A.A. | JOB NUMBER: 18-024
CHECKED BY: P.K. | DRAWING FILE: 1-18024-SP

SITE PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE ● SUITE 10 ● NORTHVILLE, MI ● 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET 2



SCALE

40 0 30 60 120 240

(IN FEET)

Scale: 1 inch = 60 ft.

ALL PROPOSED CURB DROPS SHALL BE ADA COMPLIANT (SEE ENGINEERING PLANS FOR REPLACEMENT DETALS)

4" MOUNTABLE CONCRETE CURB AND GUTTER

CONCRETE SIDEWALK DETAIL

ASPHALT PATHWAY DETAIL

LEGEND

- EX. ASPHALT PAVEMENT
- EX. CONC. WALK
- EX. CONC. WALK TO BE DEMOLISHED
- PROP. 5' WD. CONC. WALK BY BUILDER
- PROP. 5' WD. CONC. WALK BY DEVELOPER
- EX. CONC. CURB AND GUTTER
- EX. CONC. CURB TO BE REPLACED
- EX. PAVEMENT AREAS TO BE REPLACED WITH CROSS SECTION EQUAL TO OR GREATER THAN EXISTING.

CRYSTAL POND

SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TWP., WASHTINAW COUNTY, MICHIGAN

REVISIONS

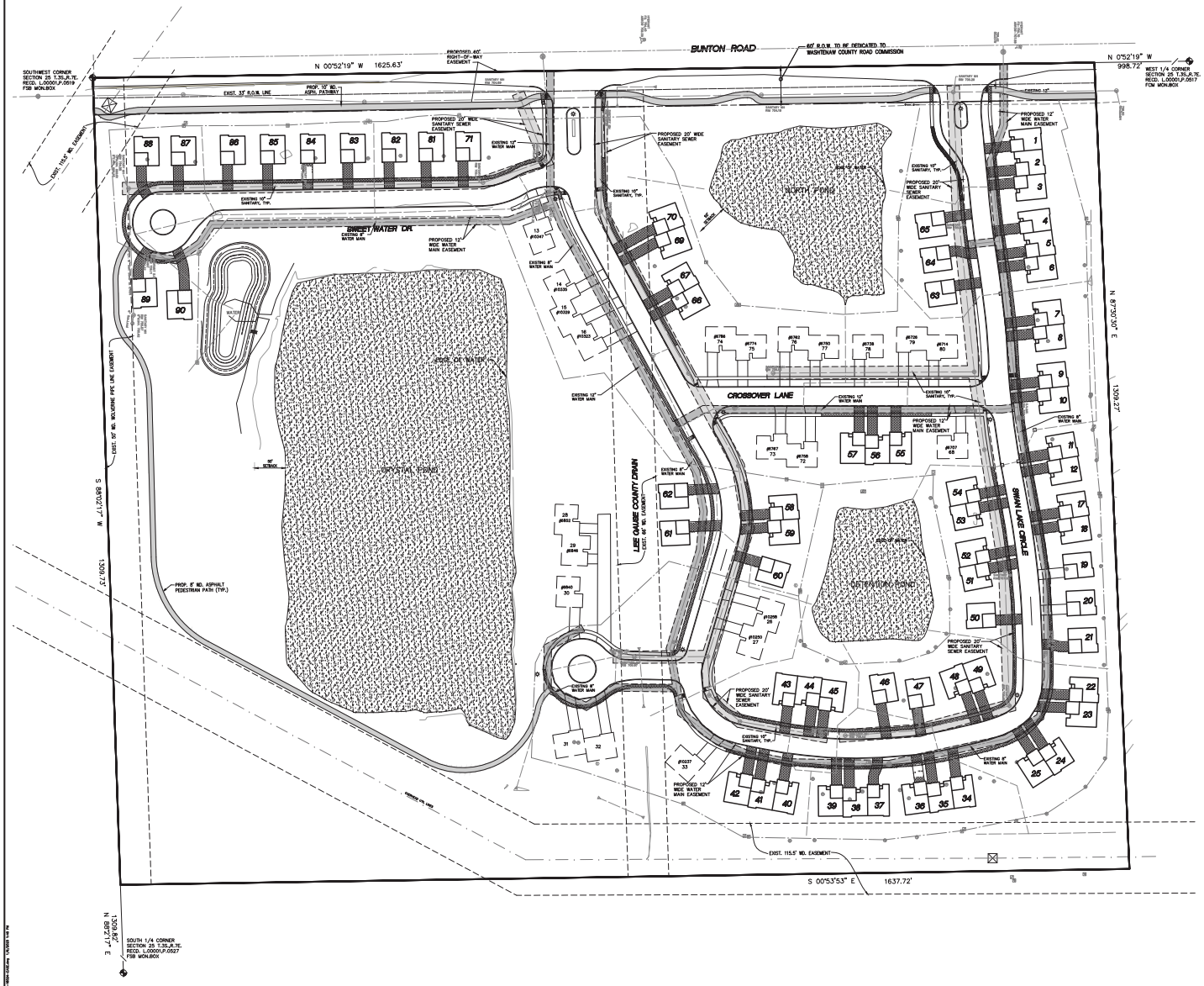
NO.	ITEM	DATE
1.	REVISED PER TWP. REVIEW LETTER	9-24-19
2.	RELOCATE UNITS 87 THRU 90 AND UNITS 34, 35, 36 DUE TO REVISED EX. GAS AND ELECT. EASE. WIDTHS	11-20-19
3.	REVISE BUILDINGS PER NEW EX. UTILITY LOCATIONS	12-9-19

DATE: 8-29-19 | DESIGNED BY: A.A. | JOB NUMBER: 18-024
CHECKED BY: P.K. | DRAWING FILE: 8-18024-PVT.dwg

PAVEMENT REPAIR PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET 3



SCALE

80 0 40 80 160 320

(IN FEET)

Scale: 1 inch = 80 ft.

EASEMENT LEGEND

PROPOSED

PROPOSED 12' WIDE WATER MAIN EASEMENT

PROPOSED 20' WIDE SANITARY SEWER EASEMENT

LEGEND

EXISTING

- EX. SIDE WALK (CONCRETE)
- CONCRETE CURB AND GUTTER
- STORM SEWER
- SANITARY SEWER
- WATER MAIN
- UNDERGROUND GAS / ELECTRIC
- MANHOLE
- CATCH BASIN W/STREAM GUARD
- END SECTION
- GATE VALVE
- HYDRANT
- 1000 CONTOURS
- 1000.0 SPOT ELEVATION

CRYSTAL POND

SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TWP., WASHTINAW COUNTY, MICHIGAN

REVISIONS

NO.	ITEM	DATE
1.	REVISED PER OWNER	7-22-19
2.	REVISED PER OWNER	7-30-19
3.	REVISED PER OWNER	8-17-19
4.	REVISED PER TWP. REVIEW LETTER	9-24-19
5.	RELOCATE UNITS 87 THRU 90 AND UNITS 34, 35, 36 DUE TO REVISED EX. GAS AND ELECT. EASE. WIDTHS	11-20-19
6.	REVISE BUILDINGS PER NEW EX. UTILITY LOCATIONS	12-9-19

UTILITY WARNING

UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

811 Know what's below. Call before you dig.

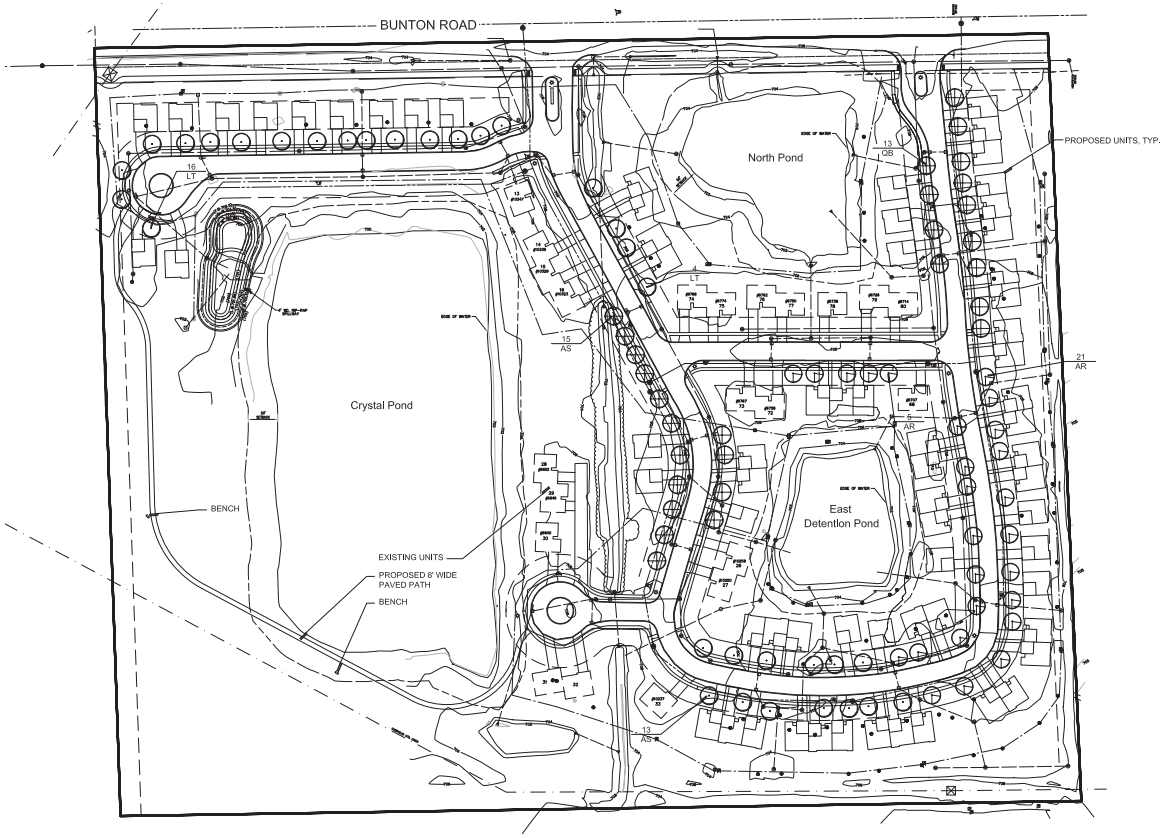
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

DATE: 8-17-19 | DESIGNED BY: A.A. | JOB NUMBER: 16-024 | CHECKED BY: P.K. | DRAWING FILE: 4-18024-BASE

EASEMENT PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE ● SUITE 10 ● NORTHVILLE, MI ● 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET 4



Landscape Summary

Street Trees

Street Frontage	4,336 l.f.
Trees Required	87 Trees (4,336 / 50)
Trees Provided	87 Trees

Plant List

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	ROOT	COMMENTS
Street Trees							
AR	26	Acer r. 'October Glory'	October Glory Red Maple	2.5" cal.	as shown	B&B	Single straight trunk
AS	28	Acer s. 'Green Mountain'	Green Mountain Sugar Maple	2.5" cal.	as shown	B&B	Single straight trunk
LT	20	Liriodendron tulipfera	Tulip Tree	2.5" cal.	as shown	B&B	Single straight trunk
QB	13	Quercus bicolor	Swamp White Oak	2.5" cal.	as shown	B&B	Single straight trunk
	87	Trees Provided					

Park Bench

Quantity: 2 Benches
Manufacturer: DuMor
Model: 34-60D

Note:

Unit Landscaping Shall be the Responsibility of Unit Owners.

ALLEN DESIGN
LAND PLANNING / LANDSCAPE ARCHITECTURE
557 CARPENTER • NORTHVILLE, MI 48167
248.467.4668 • Fax 248.349.0559
Email: jca@wideopenwest.com

Seal:

Title:

Landscape Plan

Project:

Crystal Ponds
Ypsilanti Township, MI

Prepared for:

Diverse Real Estate LLC
13001 23 Mile, Suite 200
Shelby Township, Michigan 48315

Revision:	Issued:
Review	July 30, 2019
Revised	August 5, 2019
Revised	August 20, 2019
Revised	August 21, 2019
Revised	August 22, 2019
Revised	August 28, 2019
Revised	September 30, 2019
Revised	October 7, 2019
Revised	December 18, 2019

Job Number:

19-048

Drawn By: jsg
Checked By: jca

0' 25' 50' 100'

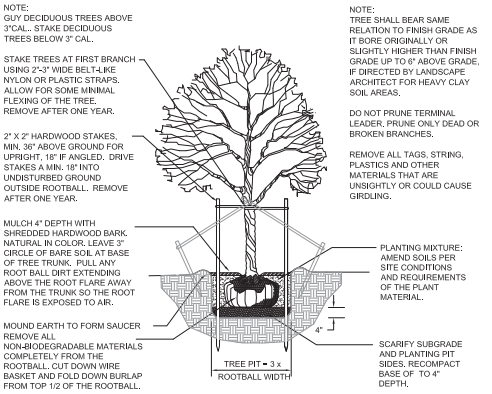
NORTH
1" = 100'

811 Know what's below. Call before you dig.

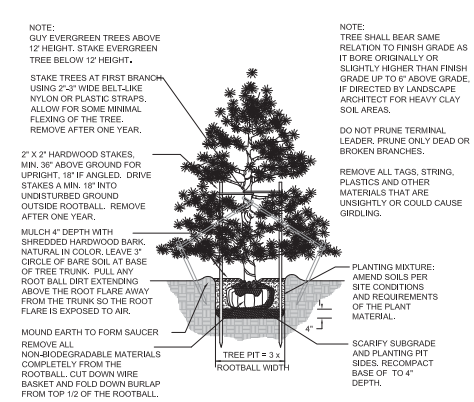
Sheet No.

L-1

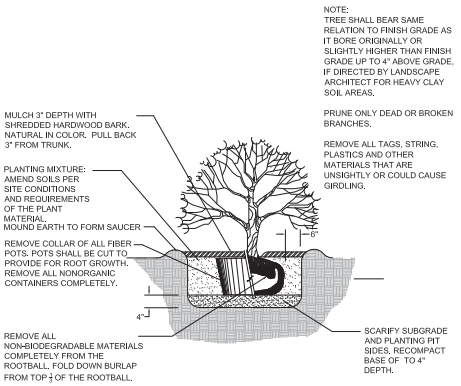
© 2019 Allen Design L.L.C.



DECIDUOUS TREE PLANTING DETAIL

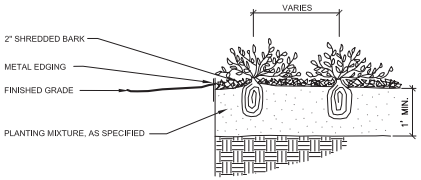


EVERGREEN TREE PLANTING DETAIL



SHRUB PLANTING DETAIL

NOT TO SCALE

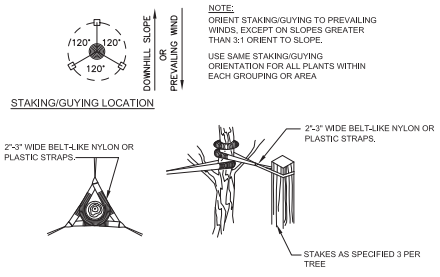


PERENNIAL PLANTING DETAIL

Not to scale

LANDSCAPE NOTES

1. All plants shall be north Midwest American region grown, No. 1 grade plant materials, and shall be true to name, free from physical damage and wind burn.
2. Plants shall be full, well-branched, and in healthy vigorous growing condition.
3. Plants shall be watered before and after planting is complete.
4. All trees must be staked, fertilized and mulched and shall be guaranteed to exhibit a normal growth cycle for one (1) full year following Township approval.
5. All material shall conform to the guidelines established in the most recent edition of the American Standard for Nursery Stock.
6. Provide clean backfill soil, using material stockpiled on site. Soil shall be screened and free of any debris, foreign material, and stone.
7. "Agriform" tabs or similar slow-release fertilizer shall be added to the planting pits before being backfilled.
8. Amended planting mix shall consist of 1/3 screened topsoil, 1/3 sand and 1/3 peat, mixed well and spread to the depth as indicated in planting details.
9. All plantings shall be mulched per planting details located on this sheet.
10. The Landscape Contractor shall be responsible for all work shown on the landscape drawings and specifications.
11. No substitutions or changes of location, or plant types shall be made without the approval of the Landscape Architect.
12. The Landscape Architect shall be notified of any discrepancies between the plans and field conditions prior to installation.
13. The Landscape Contractor shall be responsible for maintaining all plant material in a vertical condition throughout the guaranteed period.
14. The Landscape Architect shall have the right, at any stage of the installation, to reject any work or material that does not meet the requirements of the plans and specifications, if requested by owner.
15. Contractor shall be responsible for checking plant quantities to ensure quantities on drawings and plant list are the same. In the event of a discrepancy, the quantities on the plans shall prevail.
16. The Landscape Contractor shall seed and mulch or sod (as indicated on plans) all areas disturbed during construction, throughout the contract limits.
17. A pre-emergent weed control agent, "Preen" or equal, shall be applied uniformly on top of all mulching in all planting beds.



TREE STAKING DETAIL

Not to scale

© 2019 Allen Design L.L.C.

ALLEN DESIGN
LAND PLANNING / LANDSCAPE ARCHITECTURE
557 CARPENTER • NORTHVILLE, MI 48167
248.467.4668 • Fax 248.349.0559
Email: jca@wideopenwest.com

Seal:

Title:

Landscape Details

Project:

Crystal Ponds
Ypsilanti Township, MI

Prepared for:

Diverse Real Estate LLC
13001 23 Mile, Suite 200
Shelby Township, Michigan 48315

Revision:	Issued:
Review	July 30, 2019
Revised	August 5, 2019
Revised	August 20, 2019
Revised	August 21, 2109
Revised	August 22, 2019
Revised	August 28, 2019
Revised	September 30, 2019
Revised	October 7, 2019
Revised	December 18, 2019

Job Number:

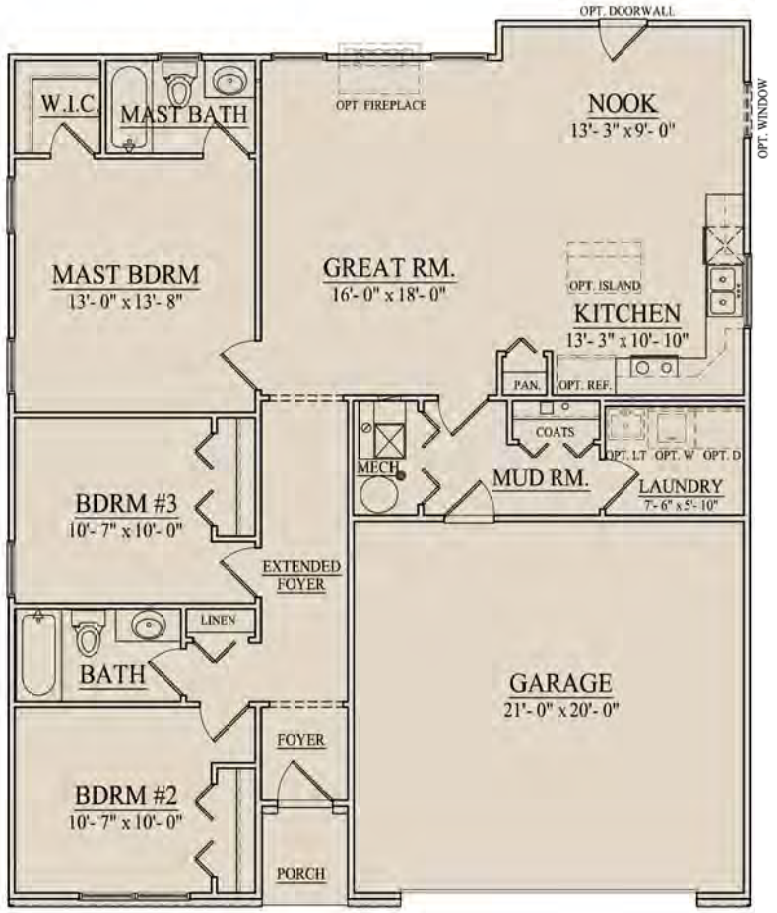
19-048

Drawn By:	Checked By:
jsg	jca

811 Know what's below. Call before you dig

Sheet No.

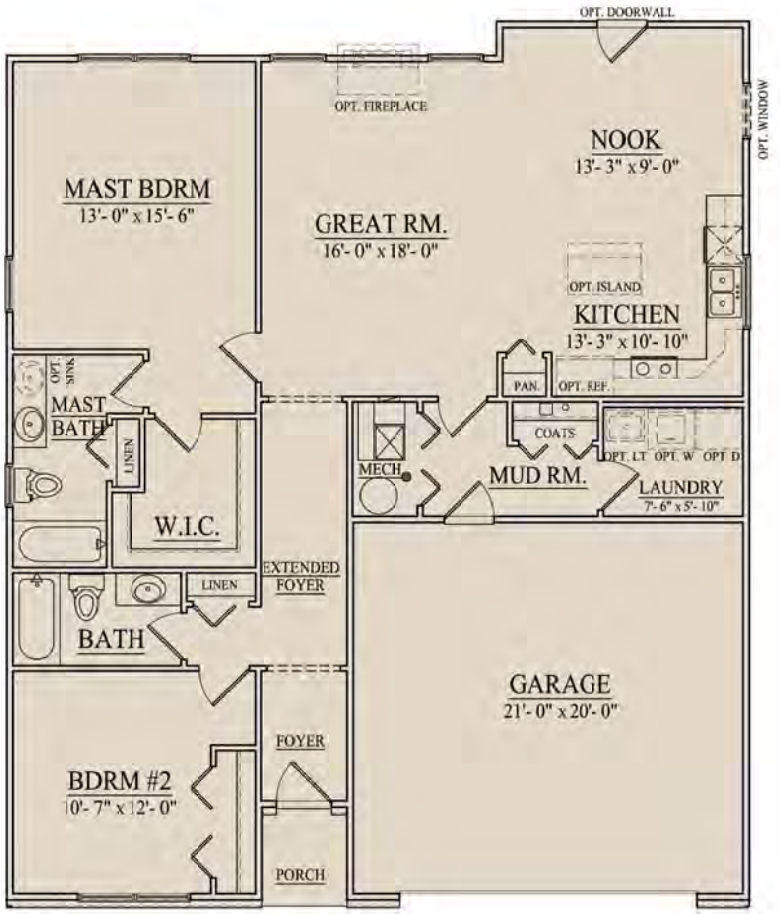
L-2



AVERY

1387 SQ. FT.

FIRST FLOOR



ELLA

1387 SQ. FT.

FIRST FLOOR

ELLA
1387 SQ. FT.

MEG
1543 SQ. FT.

FIRST FLOOR

CAPRINA
1350 SQ. FT.

ELLA
1387 SQ. FT.

MEG
1543 SQ. FT.

FIRST FLOOR

Condominiums

THE ELLA

1,387 Sq. Ft. | 2 Bedrooms | 2 Baths

Lombardo HOMES

13001 23 Mile Road, Suite 200 | Shelby Township, MI 48315 | (888) 9-LOMBARDO | LombardoHomes.com

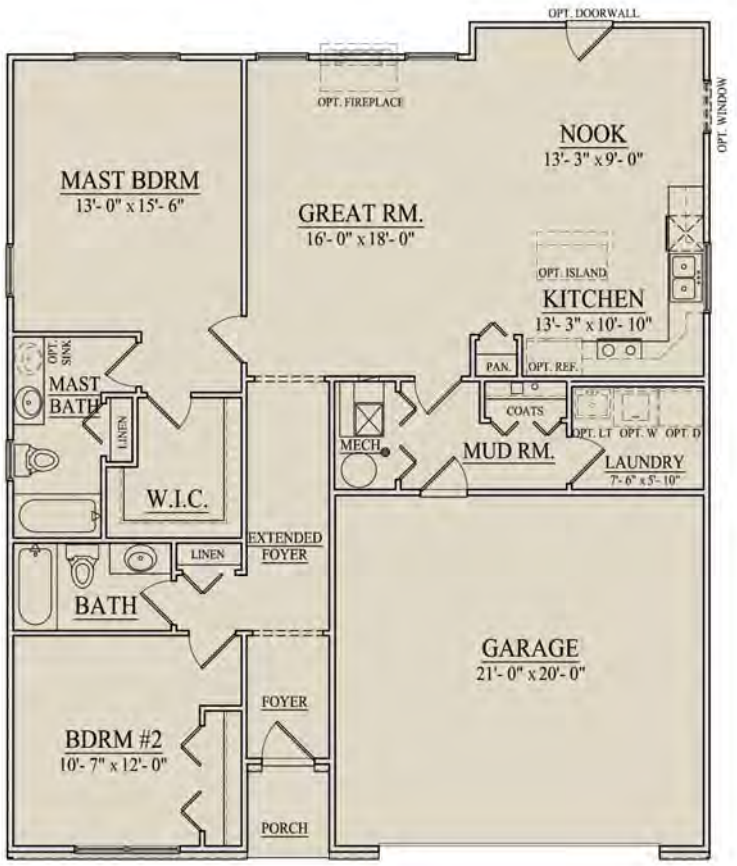
EQUAL HOUSING OPPORTUNITY

Condominiums

THE ELLA

1,387 Sq. Ft. | 2 Bedrooms | 2 Baths

Lombardo HOMES



ELLA
1387 SQ. FT.

FIRST FLOOR

This depiction represents an artist's conception of the elevation and floor plan and is not intended to be an exact representation or show specific detailing. Plans remain subject to change without notice. Drawings are not to scale. All measurements shown are approximate and not necessarily to scale. Location, size and construction of doors, windows, wall, fireplaces and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Some options and elevations shown may not be available in every neighborhood; see Sales Manager for details. Due to normal construction tolerances, the room sizes shown may vary slightly. The Builder may change home design, materials, features and methods of construction without prior notice. Model homes may contain some optional features not available through the Builder.

EQUAL HOUSING OPPORTUNITY

Rev. 8/8/19

CRYSTAL POND CONDOMINIUMS

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Amended and Restated Development Agreement (this "***Agreement***") is entered into as of the ____ day of _____, 2020, by and between **HBGG, LLC**, a Michigan limited liability company, whose address is 380 North Old Woodward Avenue, Suite 380, Birmingham, Michigan 48009 ("***Owner***"), **Diverse Real Estate LLC**, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315 ("***Developer***"), and the **Charter Township of Ypsilanti**, a Michigan municipal corporation, whose address is 7206 South Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "***Township***").

RECITALS

A. **Whereas**, certain real property consisting of approximately 49.37 acres located on the east side of Bunton Road, south of Textile Road, in the Township of Ypsilanti, Washtenaw County, Michigan, and being more particularly described on attached Exhibit A (the "***Property***"), has been developed as a residential site condominium pursuant to Articles XX and XXI of the ***Township's*** Zoning Ordinance, which site condominium is known as Crystal Pond Condominiums ("***The Condominium***") and contains or will contain detached triplexes, duplexes, single family dwellings and permitted accessory buildings; and

B. **Whereas**, as of the date of this ***Agreement***, ***Owner*** is the owner of thirty-four (34) units out of the sixty-eight (68) total units within ***The Condominium***, and ***Developer*** has purchased the remaining thirty-four (34) units from ***Owner*** pursuant to the terms of an escrow agreement between ***Owner*** and ***Developer***, which escrow agreement provides that the deeds to the purchased units shall be held in escrow by an escrow agent and released for recordation as and when directed by ***Developer***; and

C. **Whereas**, ***Owner, Developer*** and the ***Township*** are committed to working together to keep home sale prices within ***The Condominium*** as affordable as can reasonably be achieved; and

D. **Whereas**, to the extent not already completed, ***Developer*** desires to build all necessary infrastructure, such as, but not limited to, water mains, sanitary sewers, storm sewers, drainage facilities, roads, sidewalks, curbs & gutters, without the necessity of special assessments by the ***Township***, except for streetlights and security cameras; and

E. **Whereas**, to the extent not already completed, ***Developer*** desires to install the unit grading and soil erosion and sedimentation control improvements proposed on its construction plans in order to facilitate the drainage of storm water from the ***Condominium*** in such manner as is not expected to result in damage to any adjacent property outside the ***Condominium***, or any adjacent unit within the ***Condominium***, from an increase in the flow of storm water from the ***Condominium*** onto such adjacent property, as set forth under the Soil Erosion Control Ordinance #102; and

F. **Whereas**, ***The Condominium*** is subject to a certain Development Agreement recorded on May 11, 2000, in Liber 3944, Page 728, Washtenaw County Records (the "***Development Agreement***"), a copy of which is attached hereto as Exhibit B; and

G. **Whereas**, on November 12, 2019, the ***Township's*** Planning Commission reviewed ***Developer's*** Final Site Plan for ***The Condominium*** (the "***Final Site Plan***") and the Planning Commission's recommendations were made to the ***Township*** Board; and

H. **Whereas**, on February 18, 2020, the ***Township*** Board reviewed and approved the ***Final Site Plan*** for ***The Condominium***; and

I. **Whereas**, the approved ***Final Site Plan*** for ***The Condominium*** is consistent with the purposes and objectives of the Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as amended, and is otherwise consistent with the ***Township's*** Zoning Ordinance and Condominium Regulations pertaining to the use and development of the ***Property***; and

J. **Whereas**, in connection with the approval of the ***Final Site Plan*** for ***The Condominium***, and as required by Section 2116 of the ***Township's*** Zoning Ordinance, the ***Township, Owner*** and ***Developer*** desire to enter into this ***Agreement*** for the purpose of amending and restating the ***Development Agreement*** in its entirety pursuant to Section 3.1 thereof; and

K. **Whereas**, upon the execution and recordation of this ***Agreement***, the ***Development Agreement*** shall be amended, restated, replaced and superseded in its entirety by this ***Agreement***, and this ***Agreement*** shall be binding upon the ***Township, Owner, Developer*** and the owners of units within ***The Condominium***.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this ***Agreement***, and with the express understanding that this ***Agreement*** contains important and essential terms as part of the final approval of ***Developer's Final Site Plan*** for ***The Condominium***, the parties agree as follows:

ARTICLE I
GENERAL TERMS

1.1 Recitals Part of Agreement. ***Owner***, ***Developer*** and the ***Township*** acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this ***Agreement***.

1.2 Zoning District. The ***Township*** acknowledges and represents that the ***Property*** is zoned R-4 Single Family Residential District for the development of ***The Condominium***.

1.3 Approval of Final Site Plan. ***The Final Site Plan***, a copy of which is attached hereto as Exhibit C and made a part hereof, has been approved pursuant to the authority granted to and vested in the ***Township*** pursuant to Act No. 184, Public Acts of 1943, as amended, the ***Township*** Rural Zoning Act, Act No. 285, Public Acts of 1931, as amended, and Act No. 168, Public Acts of 1945, as amended, relating to municipal planning, in accordance with Ordinance No. 74, the Zoning Ordinance of Ypsilanti Township, enacted in 1994, as amended, and specifically Section 2116, et al., entitled "*Site Condominium Review*"; and in compliance with Act No. 288, Public Acts of 1967, as amended, the Land Division Act.

1.4 Conditions of Final Site Plan Approval. ***Developer*** and the ***Township*** acknowledge that the approved ***Final Site Plan*** for ***The Condominium*** incorporates the approved conditions and requirements pertaining to the ***Final Site Plan*** that was adopted by the ***Township*** Board, based upon the recommendations of the ***Township's*** Planning Commission, the Community & Economic Development Department, and the professional consultants retained by the ***Township***.

1.5 Agreement Running with the Land. The terms, provisions and conditions of this ***Agreement*** shall be deemed to be of benefit to the ***Property***; shall be deemed a restrictive covenant which shall run with the land and be binding upon, and inure to the benefit of the

parties, their successors-in-interest, and assigns; and may not be modified or rescinded except as provided in Section 3.1. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of the ***Property***. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or the successor of a party shall be deemed an intended contractual beneficiary of this ***Agreement*** or have the right to commence any lawsuit or proceeding to enforce this ***Agreement*** or any portion thereof.

ARTICLE II
PROVISIONS REGARDING DEVELOPMENT OF THE CONDOMINIUM

2.1 ***Permitted Principal Uses***. The only permitted principal uses within ***The Condominium*** shall be detached triplexes, duplexes, single family dwellings and permitted accessory buildings.

2.2 ***Open Space Areas***. The open space areas shown on the ***Final Site Plan*** (collectively, the "***Open Space Areas***") have been identified and dedicated as "*Open Space*" on Exhibit B to the recorded Master Deed of ***The Condominium***. Each unit owner within ***The Condominium*** shall have the non-exclusive right and easement to use the ***Open Space Areas*** for the purposes provided in this Article II.

2.3 ***Use of Open Space Areas***. The ***Open Space Areas*** are to be used for wetland, storm water retention, recreation and open space purposes. No improvements shall be installed or constructed within the ***Open Space Areas*** without the prior approval of the ***Township's*** Community & Economic Development Department, excepting those improvements installed by ***Developer*** pursuant to the ***Final Site Plan*** or other plans and specifications approved by the ***Township***, which shall include sidewalks, landscaping, storm drainage improvements, gas, electric and cable facilities.

2.4 ***Sidewalks in Open Space Areas***. A layout has been provided to the ***Township*** showing all ***Open Space Areas***, and the improvements therein, including, but not limited to, certain sidewalks to be installed by ***Developer***. ***Developer*** will deposit a sum in escrow with the ***Township*** in accordance with Section 2.30 to secure the cost of installing the sidewalks. All sidewalks shall be installed as agreed upon between ***Developer*** and the ***Township*** as identified on the ***Final Site Plan***. ***Developer*** shall deposit with the ***Township*** Treasurer an additional sum of money to secure the cost of inspections of the sidewalks as identified on the ***Final Site Plan***.

2.5 ***Master Deed***. A Master Deed for ***The Condominium***, together with the Bylaws attached thereto as Exhibit A and the Condominium Subdivision Plan attached thereto as Exhibit B, was recorded on November 22, 2000, in Liber 3981, Page 67, Washtenaw County Records, and amended by a certain First Amendment to Master Deed recorded on May 12, 2003, in Liber 4257, Page 47, Washtenaw County Records, and further amended by a certain Second Amendment to Master Deed recorded on June 9, 2004, in Liber 4398, Page 227, Washtenaw County Records, and further amended by a certain Third Amendment to Master Deed recorded on August 18, 2015, in Liber 5110, Page 924, Washtenaw County Records (collectively, the "***Master Deed***"). The ***Township*** has reviewed the ***Master Deed*** and is reasonably satisfied that the ***Master Deed*** is not in conflict with the terms and conditions of this ***Agreement***, the ***Final Site Plan*** or any ***Township*** ordinance. The ***Master Deed*** has incorporated, insofar as necessary, and has required that each purchaser of a unit of ***The Condominium*** be bound by and observe, the terms and provisions of this ***Agreement***. Nothing in this ***Agreement*** is intended to prevent ***Developer*** imposing by the ***Master Deed*** more restrictive terms and provisions with respect to ***The Condominium*** or the use of any portion thereof.

2.6 ***Crystal Pond Condominiums Association***. A non-profit corporation has been formed in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, as amended, which is known as Crystal Pond Condominiums Association (the "***Association***"). The ***Association*** is responsible for maintaining the ***Open Space Areas*** for the common use and benefit of all residents and owners of units. ***Developer*** and every owner of a unit is a member of the ***Association***. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any unit. The ***Association*** referred to above shall be the only association for all units within ***The Condominium***. No additional association shall be formed in connection with ***The Condominium***.

2.7 ***Ownership of Open Space Areas***. Title to the ***Open Space Areas*** has been conveyed to the ***Association***. Such title is subject to any easements reserved, dedicated or granted by ***Developer*** as indicated on the ***Final Site Plan*** and recorded ***Master Deed*** for ***The Condominium***, the maintenance requirements contained in this ***Agreement***, and any other open space maintenance agreements and/or easement agreements entered into with the ***Township*** or other governmental entity prior to the date of conveyance.

2.8 ***Responsibility of Crystal Pond Condominiums Association to Preserve, Retain, Maintain, and Upkeep of Open Space Areas***. The ***Association*** shall preserve, retain, maintain and upkeep the ***Open Space Areas*** within ***The Condominium*** in their natural state, subject to the right of ***Developer*** to install, preserve, retain, maintain and repair ***The Condominium*** improvements which are identified in the ***Final Site Plan*** and/or the plans and specifications for ***The Condominium*** which have been approved by the ***Township***. The ***Association*** is responsible for removing any man-made debris that is deposited in the ***Open Space Areas***. Reasonable rules and regulations have been established for the maintenance and upkeep of the ***Open Space Areas***,

including, but not limited to, sidewalks, bike paths and nature trails. The ***Association*** is responsible for maintaining the ***Open Space Areas*** in accordance with such rules and regulations, and the ***Association*** shall have the right to establish such additional reasonable rules and regulations with respect to the use and enjoyment of the ***Open Space Areas*** as the ***Association*** may deem necessary or desirable to insure the proper preservation and functioning of the ***Open Space Areas***.

2.9 ***Township Right to Enforce Open Space Area Obligations***. In the event the ***Association*** fails at any time to preserve, retain, maintain or upkeep the ***Open Space Areas***, including, but not limited to, the sidewalks located therein, in accordance with this ***Agreement***, the ***Township*** may serve written notice upon the ***Association***, setting forth the manner in which the ***Association*** has failed to maintain or preserve the ***Open Space Areas*** in accordance with this ***Agreement***. Such notice shall include a demand that deficiencies of maintenance or preservation be cured within thirty (30) days of the notice. If the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any extension thereof, the ***Township***, in order to prevent the ***Open Space Areas*** from becoming a nuisance and/or a threat to the public health, safety and general welfare, may enter upon the ***Open Space Areas*** and perform the required maintenance to cure the deficiencies. The ***Township's*** cost to perform any such maintenance and/or preservation, together with a twenty-five percent (25%) surcharge for administrative costs, shall be assessed equally against each unit and shall constitute a lien on the ***Property*** and placed on the next ***Township*** roll as a special assessment and collected in the same manner as general property taxes.

2.10 ***Association Assessments***. The ***Association*** shall establish and levy assessments against the units within ***The Condominium*** for the purpose of performing the ***Association's***

maintenance and repair obligations with respect to the ***Open Space Areas***, including all sidewalks, bike paths and nature trails installed within ***The Condominium*** and for other proper purposes of the ***Association***. The ***Association's*** assessment rights and the unit owner's assessment obligations are more fully set forth in the ***Master Deed***.

2.11 Storm Water Management; Drainage District. ***Developer*** shall provide a maximum of 1' vertical to 5' horizontal slope of the retention/detention pond, to serve the health, safety and welfare of the public. No part of the retention/detention area shall be allowed to remain in an unkempt condition. All grass and growth shall be maintained and cut in accordance with ***Township*** ordinances. The inlet and outlets shall be kept functioning.

The Master Deed has assigned to the ***Association*** all responsibility to preserve, retain, maintain and keep operational the retention/detention basin area, inlet and outlet areas, etc., whether arising under this ***Agreement*** or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the ***Township*** or other governmental entities, from and after the date of certification by the ***Township*** engineer that he has inspected the required improvements thereto and is reasonably satisfied that they are proper and complete.

In the event the ***Association*** at any time fails to maintain or preserve the retention/detention basin area, the inlet and outlet areas, etc., in accordance with this ***Agreement***, the ***Township*** may serve written notice upon the ***Association***, setting forth the deficiencies in the ***Association's*** maintenance and/or preservation of the retention/detention basin area, inlet and outlet areas, etc., in accordance with this ***Agreement***. Said written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any extension thereof, the ***Township***

in order to prevent the retention/ detention basin areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the retention/detention basin areas, inlet and outlet areas, etc., and perform the required maintenance and/or preservation to cure the deficiencies. The ***Township's*** cost to perform any such maintenance and/or preservation, together with a twenty-five percent (25%) surcharge for administrative costs, shall be assessed equally against each unit, placed on the next ***Township*** roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the retention/detention basin area, the inlet, and outlet areas and the ***Township's*** right to enforce this obligation against the ***Association*** are set forth in the ***Master Deed***.

A storm drainage district has been established with the Washtenaw County Water Resources Commissioner to promote the ongoing maintenance and upkeep of the storm water drainage system(s) within the storm drainage district.

2.12 ***No Disturbance of Wetlands***. No regulated wetlands within ***The Condominium*** shall be modified in any manner by any person or entity unless all necessary permits for such modification have been issued by all governmental units or agencies having jurisdiction over such wetlands within the ***Property***.

2.13 ***Applicable Yard Setbacks***. The parties acknowledge that the ***Final Site Plan*** identifies, for each unit within ***The Condominium***, the width and size of such unit, and a typical unit layout that shows the approved front yard, rear yard and side yard setbacks for each unit in ***The Condominium***. Such approved setbacks have been selected to accomplish the preservation of natural resources and natural features, such as trees, views, vistas and topography. No exterior wall of a principal residence shall be erected or placed other than within the confines of

the approved building area without the consent of the ***Township***. With respect to the width and size of a particular unit, or the proposed location for the building area and setbacks within such unit, in the event of a conflict or inconsistency between this ***Agreement*** and the ***Final Site Plan*** attached hereto and the ***Township Zoning Ordinance***, the ***Township Site Condominium Ordinance*** or any other ***Township*** ordinances, rules and regulations which affect the development of the ***Property***, this ***Agreement*** and the ***Final Site Plan*** shall control.

2.14 Development Review. ***The Final Site Plan***, detailed Construction Plans for ***The Condominium***, and homes to be built within ***The Condominium*** shall not be subject to any enactments or amendments to the ***Township*** Zoning Ordinance, the ***Township*** Site Condominium Ordinance, or any other ***Township*** ordinances, rules and regulations which affect the development of the ***Property*** or the architectural standards governing home construction in ***The Condominium*** after the date of this ***Agreement***. Detailed Construction Plans have been reviewed and approved in light of this ***Agreement***, the ***Final Site Plan***, the ***Township*** Zoning Ordinance, the ***Township*** Site Condominium Ordinance and any other applicable ***Township*** Ordinances, rules and regulations as they exist as of the date of this ***Agreement***.

2.15 Intentionally Omitted.

2.16 Private Roads. All roads within ***The Condominium*** are private roads, hard surfaced and constructed in accordance with the standards of the ***Township's*** Private Road Ordinance, No. 97-174, adopted on 12/16/97, as amended. Developer shall be responsible for repairing the roads in the areas identified in Exhibit D and for installing a wearing course across all roads within ***The Condominium***. ***Developer*** will deposit a sum in escrow with the ***Township*** in accordance with Section 2.30 to secure the cost of installing the wearing course.

2.17 ***Deceleration/Acceleration Tapers***. In conjunction with the development of ***The Condominium***, deceleration/acceleration tapers have been constructed on Bunton Road in relation to the entranceways to ***The Condominium***, in accordance with the requirements imposed by the Washtenaw County Road Commission.

2.18 ***Installation of Sidewalks and Bike Paths***. ***Developer*** shall install sidewalks within the street right-of-way in accordance with the ***Final Site Plan***. ***Developer*** may contractually assign the obligation to install sidewalks to the builders building said units in ***The Condominium*** provided ***Developer*** remains directly liable for said installation. All sidewalks, bike paths and nature trails installed within the interior of ***The Condominium*** shall be maintained by the ***Association***. In the event the ***Association*** fails at any time to maintain such sidewalks, bike paths and natures trails, the ***Township*** may exercise the remedies set forth in Section 2.9.

2.19 ***Developer Installation of Perimeter Sidewalk/Bike Path***. Within 24 months of date of this ***Agreement***, ***Developer*** shall install a sidewalk/bike path along the portion of ***The Condominium*** that is adjacent to Bunton Road. The bike path along Bunton Road shall be ten feet in width, approximately 1,640 linear feet in length and constructed to AASHTO (American Association of State Highway and Transportation Officials) standards.

2.20 ***Payment in Lieu of Onsite Park and Playground Facilities***. The ***Township*** has been paid ***Fifty Thousand and 00/100 (50,000) Dollars*** in lieu of ***Developer*** providing onsite park and playground facilities within ***The Condominium***.

Upon the acceptance of the ***$50,000*** by the ***Township***, the ***Developer*** was released from any further obligations with regard to providing an onsite park with attendant playground facilities.

2.21 Textile Road/Bunton Road Mitigation Measures. In lieu of contributing to traffic mitigation for Textile Road and Bunton Road, ***Developer*** shall (a) pay $40,800 (equivalent to $600 per unit) to the ***Township*** and the ***Township*** can direct the funds to traffic mitigation in the ***Township's*** sole discretion. ***Developer*** shall pay the sum of ***Six Hundred and 00/100 Dollars ($600.00)*** per unit upon application of a "***building permit***" for each of the individual units of ***The Condominium***.

2.22 Public Sewer and Water. ***The Condominium*** has been developed with public sanitary sewers as approved by the Ypsilanti Community Utilities Authority ("***YCUA***") and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations. ***The Condominium*** has also been developed with public water mains as approved by ***YCUA*** and the Michigan Department of Public Health, subject to applicable laws and regulations. No extensions of existing sanitary sewers or water mains will be necessary for the development of ***The Condominium***. All standard connection, inspections, costs and fees imposed by the ***Township***, including, but not limited to, engineering inspections, shall be paid by ***Developer*** or its successors (e.g. builders or homeowners). ***Developer*** shall provide ***YCUA*** with record plans of all sanitary sewers and water mains within ***The Condominium***. In no event shall the ***Township*** be responsible for reimbursing ***Developer*** and/or any unit owner for costs incurred as required under this Section.

YCUA has not assumed responsibility for maintenance, repair and replacement of the sanitary sewers within ***The Condominium*** except for those areas currently serving utility customers (the "***YCUA Portion***"). ***Developer*** will be responsible for the portions of the sanitary system currently without utility customers (the "***Developer Portion***"). Generally, the ***Developer Portion*** consists of the system from SNM-04801 thence upstream to SNM-04793 and from

SNM-04784 thence upstream to SNM-04781. ***Developer*** and ***YCUA*** acknowledge there may be existing significant unknown defects within the sanitary system and as such agree to work together to ensure any such defects are repaired to the satisfaction of ***YCUA***. This may include cost-sharing in any such defects and may include the use of ***Developer's*** contractor to perform the repairs. ***Developer*** will be responsible for repairing any damage done to the ***YCUA Portion*** or the ***Developer Portion*** of the sanitary sewers during home construction and for ensuring sanitary manholes are at acceptable final grade. Manhole adjustments, if needed, will occur as each building is conducting final grading prior to certificate of occupancy. ***Developer*** will follow ***YCUA*** procedures for the abandonment, relocation or installation of individual sanitary sewer service leads.

YCUA has assumed responsibility for maintenance, repair and replacement of the water mains within ***The Condominium***; provided, however, ***Developer*** will be responsible for repairing any damage done to the water mains during home construction and for ensuring that hydrants and gatewells are at acceptable final grade. Hydrant and gatewell adjustments, if needed, will occur as each building is conducting final grading prior to certificate of occupancy. ***Developer*** will follow ***YCUA*** procedures for the abandonment, relocation or installation of individual water service leads.

Developer will provide ***YCUA*** a $25,000 cash deposit to ensure coverage in the event of damage to the water or sanitary sewer systems during home construction. ***Developer*** will provide ***YCUA*** an inspection fee escrow in an amount to be determined. Inspection fees will be supplemented as needed with any remaining escrow released to ***Developer***. ***YCUA*** will not require ***Developer*** to provide a maintenance and guarantee security.

2.23 ***Easements for Sewer and Water***. ***Developer*** shall dedicate all necessary easements to ***YCUA*** for the construction and maintenance of public improvements within the boundaries of ***The Condominium***, to wit: sewer and water. ***Developer*** will not be required to provide any offsite water or sanitary sewer easements in the event that any such easements are deemed necessary by ***YCUA***.

2.24 ***Street Lighting***. ***Developer*** shall petition the ***Township*** for the creation and establishment of a Special Assessment District for the purpose of defraying the costs of the annual maintenance and operation of street lighting by special assessments against the property especially benefited. Upon payment by ***Developer***, the ***Township*** will enter into an agreement with DTE Energy for installation of street lighting that meets or exceeds the minimum residential lighting standards of DTE Energy.

2.25 ***Street Trees***. ***Developer*** shall be responsible for installing street trees within ten (10) feet of the street right-of-way line, in accordance with ***The Final Site Plan***. Where necessary or advisable due to site conditions, sight requirements of the ***Township's*** Private Road Ordinance, the location of public or private utilities or similar factors, any such street tree may be installed at a greater distance from the adjacent street tree provided that an average separation of fifty (50) feet is maintained throughout ***The Condominium***. ***Developer*** may contractually assign its street tree installation obligation for any particular unit to a third party, provided ***Developer*** remains directly liable for the installation of street trees on such unit. ***Developer*** shall be responsible for replacing any street tree on a particular unit which is determined by ***Developer*** or the ***Township's*** inspector within one (1) year after such street tree's installation to be diseased, dead or dying. The Master Deed assigns to the ***Association*** following the expiration of such one

(1) year period the obligation to replace diseased, dead or dying street trees and ***Developer*** shall have no further obligation with respect thereto**.**

2.26 Tree Preservation. Every effort has been made to preserve existing trees on residential units during the development of ***The Condominium*** and the construction of homes within the units, and every effort has been made to design the location of walks, drives, residences and other improvements in a manner which limits the number of trees to be removed. All tree removal within ***The Condominium*** has been completed and has adhered to and met the requirements of the ***Township*** Woodlands Protection Ordinance.

2.27 Intentionally Omitted.

2.28 Corner Markers. ***Developer*** shall ensure that corner markers are placed within ***The Condominium*** in accordance with the Condominium Subdivision Plan attached to the ***Master Deed*** as Exhibit B.

2.29 Real Estate Taxes. All real estate taxes and special assessments duly assessed and levied in accordance with applicable law against units of ***The Condominium*** not yet sold shall be paid by the then-current owner of such units.

2.30 Escrow for Remaining Site Improvements. To ensure the completion of ***Developer's*** construction obligations in Section 2.4 and Section 2.16, ***Developer*** shall post with the ***Township*** security in the form of cash, a check, an irrevocable letter of credit or an escrow agreement or Performance Bond, subject to approval by the ***Township*** attorney, payable to the ***Township*** consistent with the itemized amounts set forth on Exhibit E. The amounts required to be escrowed may be reduced incrementally as improvements are accepted and approved.

2.31 Engineering Plans and Certification.

(A) Intentionally Omitted.

(B) ***Developer*** shall furnish "*as built*" engineering plans (3 copies, microfilmed), reviewed and approved by the ***Township's*** Engineer, showing all site improvements installed per ***Township*** specifications.

(C) Intentionally Omitted.

2.32 Underground Utilities. All electric, telephone and other communication systems underground have been installed in accordance with the requirements of the applicable utility company.

2.33 Removal of Construction Debris. ***Developer*** shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements and ***The Condominium*** and within two weeks of completion or abandonment of construction. No burning of discarded construction material shall be allowed.

2.34 Final Site Plan on Disk. ***Developer*** shall provide an electronic copy of the approved ***Final Site Plan*** in its entirety to the ***Township*** in a format acceptable to the Community & Economic Development Department.

2.35 Security Cameras. ***Developer*** shall petition the ***Township*** for the creation and establishment of a Special Assessment District for the purpose of defraying the costs of the annual maintenance and operation of security cameras by special assessments against the property especially benefited. Security cameras shall be installed at each main entrance to ***The Condominium*** and ***Developer*** shall pay the cost of such installation, which shall be billed to ***Developer*** by the ***Township***.

2.36 Affordability. ***Developer*** and the ***Township*** recognize the need to provide housing within ***The Condominium*** as affordable as can reasonably be achieved. ***Developer*** intends to offer homes in the community with an initial starting price between $185,000 and

$190,000, with any future price adjustments, upward or downward, being dictated by conditions in the housing market and multiple other factors.

2.37 Centralized Mail Delivery Boxes. ***Developer*** shall install centralized mail delivery boxes within ***The Condominium*** in locations approved by the United States Postal Service.

2.38 Electric Vehicle Charging Stations. ***Developer*** shall install a dedicated 40-amp circuit in the garage of each dwelling within ***The Condominium***, with the box/termination point per the electrical code, to allow the owner of each such dwelling to install the appropriate outlet at such owner's own expense if the owner should at any time desire to provide for electric vehicle charging.

2.39 Prohibition on Phosphorous Fertilizers. For purposes of supporting and promoting the ***Township*** as a nationally-designated Bee Friendly Community, ***Developer*** shall prohibit the use of fertilizers containing phosphorus within ***The Condominium*** by owners and any vendors of the ***Association***.

2.40 Storm Sewer Catch Basin Covers. ***Developer*** shall mark all storm sewer catch basin covers within ***The Condominium*** with a durable attachment containing a symbol of a fish and the text "dump no waste, drains to river" (or similar text), or will replace existing storm sewer catch basins with a cover bearing a similar message.

2.41 Leasing Restrictions. ***Developer*** agrees to impose certain restrictions on the rental of homes within ***The Condominium*** in order to promote and preserve the owner-occupied character of the neighborhood. At the same time, the parties recognize that a home owner may need to lease his or her home due to various circumstances, such as a job transfer, relocation, the loss of a job or for health or other reasons. Lease rates within ***The Condominium*** shall be

consistent with market rates in the ***Township*** for single-family detached units. ***Developer*** shall have the right to adjust such rates at any and all times in response to market conditions. ***The Condominium*** shall comply with all applicable fair housing requirements established by the State of Michigan and by the federal government. To the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of units within ***The Condominium*** shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing. The ***Township*** Board of Trustees, as part of its ongoing efforts to achieve the adopted policy goals of Neighborhood Stabilization and to find solutions to the long term housing crisis in relation to occupancy and physical condition of residential structures within the ***Township*** and furthermore to promote balance in Washtenaw County's housing market through policy and resource allocations including partnerships and collaborations throughout Washtenaw County with the overarching goal of promoting policies that create resiliency, promote equity and improve opportunity for households of all income levels throughout the County, have made and restated the following "Findings of Fact" in support thereof.

(A) The ***Township*** implemented a nuisance abatement program with regard to foreclosed property, which program is based upon the fact that the ***Township*** experienced over 3,100 foreclosures between 2007 and 2015. The ***Township*** has averaged 33% of foreclosures in Washtenaw County, but constitute 15% of the county's households and population; that as a result of these foreclosures, the average SEV of residential properties decreased 37% from 85,550.00 to 52,526.00; that many foreclosed properties became rental properties and the increase in rental properties demonstrates a corresponding increase in crimes and calls for police and code enforcement services.

(B) Due to the unprecedented number of residential foreclosures between 2007 and 2015, the ***Township*** enacted Ordinance No. 2015-450 regarding vacant property registration and regulation in response to the disproportionate number of foreclosed properties in the ***Township***. The implementation of this nuisance abatement program in conjunction with the vacant property ordinance has resulted in increased demand for legal services and staff resources for the filing of nuisance abatement civil actions in the Washtenaw County Circuit Court.

(C) During this most severe housing crisis not seen since the "Great Depression," the Washtenaw County Office of Community and Economic Development undertook an analysis of housing market conditions throughout the County, which included support from the United States Department of Housing and Urban Development ("***HUD***"). This analysis resulted in a comprehensive report entitled "Housing Affordability and Economic Equity - Analysis", which report was published in January, 2015. The ***Township*** Board adopted this report by passage of Resolution 2015-4 on March 3, 2015. This study found *inter alia* that the ***Township*** is experiencing "vastly disproportionate numbers of subsidized housing units" in the ***Township*** (p. 5); that the ***Township*** "is at risk of entering a point of no return in its downward spiral, as the domino effect of foreclosures roots ever more deeply" (p. 5); that the ***Township*** "cannot remain the de facto affordable housing policy for Ann Arbor and Pittsfield; that "continuation of this default way of operating will ensure further decline in property values and fiscal stability" (p. 38); and that the ***Township*** "must find partners to intervene in the destabilizing cycle of foreclosure, disinvestment, abandonment, flipping and distress." (p. 38)

(D) During the aforementioned time period, the City of Ann Arbor Housing Commission released a study in 2012 which examined the Housing Choice Voucher Program (Section 8), which report concluded that the ***Township*** had 547 housing vouchers; that the 547 vouchers constitute 40% of all voucher participants in Washtenaw County while the ***Township*** comprises 15% of the county population; that the percentage of the county population using vouchers in the ***Township*** is 2.8 times higher than the County as a whole and 4.4 times higher than the City of Ann Arbor.

Thus, based upon the foregoing Findings of Fact, the policy of prohibiting rental units from being rented at subsidized rates or pursuant to programs offered or mandated by any governmental agency for subsidized housing reflect legitimate governmental interests in stabilizing property values, stabilizing incomes and reducing disparities in income, reducing the impacts of disproportionate concentrations of struggling families and corresponding issues of crime, inadequate property maintenance and fiscal stress, and moderating the increased cost of providing supporting governmental services. The foregoing Findings of Fact are the representations of the ***Township***, only, and do not constitute the representations or warranties of ***Owner*** or ***Developer***.

Based on the foregoing, ***The Condominium*** shall be subject to the following restrictions, and a new subsection (c) shall be added immediately following Article VI, Section 2, subsection (b) of the Bylaws attached to the ***Master Deed*** as Exhibit A, to read in its entirety as follows:

(c) **Township Leasing Restrictions.** Notwithstanding anything to the contrary contained in this Article VI, Section 2, the Condominium Project is subject to the following:

(1) A Unit (which for purposes of this subsection (c) includes the Residence and other improvements located within the Unit) shall not be purchased for the purpose of leasing the Unit to other persons. A Unit that contains a Residence shall only be sold to persons who intend to occupy such Residence as their personal residence.

(2) If a Co-owner whose Unit qualifies as the Co-owner's principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her Unit, such Co-owner shall be permitted to lease his or her Unit to other persons during the period such Co-owner continues to hold title to the Unit. If such Co-owner thereafter conveys or otherwise transfers title to the Unit, any lease in effect shall automatically terminate and, subject to clause (3) below, the tenant(s) shall be required to immediately vacate the Unit, unless such tenant(s) is the purchaser of the Unit.

(3) A Co-owner who is permitted to lease his or her Unit pursuant to clause (2) above may lease the Unit for a period not to exceed three (3) years, regardless of whether the Co-owner continues to own the Unit beyond such three (3) year period. However, upon the request of the Co-owner to the Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a "one time only" extension which extension may be for any number of months with a maximum of twenty-four (24) months and shall not, under any circumstances, exceed two (2) additional years to lease the Unit.

(4) For purposes of the foregoing restrictions in this subsection (c), the grant of a mortgage of a Unit by the Co-owner of such Unit shall not constitute a transfer of the Co-owner's title to the Unit. Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession of a Unit by foreclosure, receivership or deed in lieu of foreclosure shall be permitted to lease the Unit to other persons during the period such mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee's foreclosed properties) holds title to the Unit.

(5) The rental rates for Units permitted to be leased under this subsection (c) shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including laws adopted and enforced by the Township, the rental of Units shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

(6) Except as provided in this subsection (c), the leasing of Units within the Condominium Project shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association.

(7) The leasing of Units shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single-family residential properties, including ordinances pertaining to licensing and inspections.

(8) All leases or rental agreements that are permitted under this subsection (c) shall incorporate the foregoing provisions.

The Township shall have the authority to enforce the restrictions set forth in this subsection (c) and no amendment to this subsection (c) may be made without the prior written consent of the Township.

ARTICLE III
MISCELLANEOUS PROVISIONS

3.1 ***Modifications***. This ***Agreement*** may not be modified, replaced, amended or terminated without the prior written consent of the parties to this ***Agreement***. Until all rights and responsibilities under this ***Agreement*** are transferred to the ***Association***, ***Developer*** and the ***Township*** shall be entitled to modify, replace, amend or terminate this ***Agreement***, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the ***Property***, including unit owners, mortgagees and others. After all rights and obligations under this ***Agreement*** are transferred to the ***Association***, the ***Association***, the ***Township*** and ***Developer*** (but only so long as ***Developer*** owns and offers for sale any unit in ***The Condominium***) shall be entitled to modify, replace, amend or terminate this ***Agreement***.

3.2 ***Intentionally Omitted***.

3.3 ***Recording of Fourth Amendment to Master Deed***. ***Developer*** has prepared a Fourth Amendment to the ***Master Deed*** for the purpose of, among other things, revising the leasing restrictions contained in the Bylaws to incorporate the **Township's** standard leasing restrictions, revising the swimming pool, fencing and out-building restrictions contained in the Bylaws, adding language pertaining to special assessment districts for street lighting and security cameras, and making clerical revisions and site plan updates to the Condominium Subdivision

Plan. After review and approval by the ***Township***, the Fourth Amendment shall be recorded by ***Developer*** with the Washtenaw County Register of Deeds.

3.4 ***Governing Law***. This ***Agreement*** shall be governed by and construed in accordance with the laws of the State of Michigan.

3.5 ***Approval by the Parties***. This ***Agreement*** has been approved by ***Owner***, ***Developer*** and the ***Township***, through action of ***Owner's*** and ***Developer's*** members or managers and the ***Township*** Board at duly scheduled meetings, as evidenced by ***Owner's***, ***Developer's*** and the ***Township's*** corporate body resolutions, each dated February 18, 2020.

3.6 ***Execution in Counterparts***. This ***Agreement*** may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

ARTICLE IV
THE CHARTER TOWNSHIP OF YPSILANTI HEREBY AGREES:

4.1 ***Easements***. The ***Township*** shall accept all easements for public utilities.

4.2 ***Ratification of Agreement***. The ***Township*** confirms and ratifies its agreements and undertakings as set forth in this ***Agreement***.

4.3 ***Inspections***. In consideration of the above undertakings to approve ***The Condominium***, the ***Township*** shall provide timely and reasonable ***Township*** inspections as may be required during construction.

4.4 ***Recordation of Agreement***. The ***Township*** will record this ***Agreement*** with the Washtenaw County Register of Deeds.

IN WITNESS WHEREOF, the parties have executed this ***Agreement*** as the year and date set forth above. This ***Agreement*** is not intended to create contractual rights for third parties.

It may be enforced, amended or rescinded only by the parties or their successors in interest. The obligation of ***Developer*** contained herein shall be binding on successors and assigns in ownership of ***The Condominium***.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Owner

HBGG, LLC, a Michigan limited liability company

_____

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the _____ of HBGG, LLC, a Michigan limited liability company, on behalf of the limited liability company.

_____

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

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Developer

Diverse Real Estate LLC, a Michigan limited liability company

_____

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the _____ of Diverse Real Estate, LLC, a Michigan limited liability company, on behalf of the limited liability company.

_____

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

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Township

Charter Township of Ypsilanti, a
Michigan municipal corporation

_____

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the _____ of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the municipal corporation.

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

Prepared by:

Brandon J. Muller
Clark Hill PLC
151 South Old Woodward Avenue Suite 200
Birmingham, Michigan 48009

When recorded, return to:

Charter Township of Ypsilanti
Ypsilanti Township Civic Center
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Exhibit A

Legal Description

Land in the Charter Township of Ypsilanti, Washtenaw County, Michigan, being more particularly described as follows:

Units 1 through 90, both inclusive, CRYSTAL PONDS CONDOMINIUMS, according to the Master Deed as recorded on November 22, 2000, in Liber 3981, Page 67, Washtenaw County Records, as amended by a certain First Amendment to Master Deed recorded on May 12, 2003, in Liber 4257, Page 47, Washtenaw County Records, as further amended by a certain Second Amendment to Master Deed recorded on June 9, 2004, in Liber 4398, Page 227, Washtenaw County Records, and as further amended by a certain Third Amendment to Master Deed recorded on August 18, 2015, in Liber 5110, Page 924, Washtenaw County Records, and designated as Washtenaw County Condominium Plan No. 348, together with rights in general common elements and limited common elements as set forth in the above Master Deed and amendments thereto, and as described in Act 59 of the Public Acts of 1978, as amended.

Tax Parcel Numbers: K-11-25-310-001 through K-11-25-310-090, both inclusive

Formerly described as

PART OF SOUTHWEST ¼ OF SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST, THENCE ALONG THE WEST LINE OF SECTION 25, N00°52'19"W, 1625.63 FEET; THENCE N87°30'30"E, 1309.27 FEET; THENCE ALONG THE EAST

LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 25, S00°53'53E, 1637.72 FEET; THENCE ALONG THE SOUTH LINE OF SECTION 25, S88°02'17"W, 1309.73 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS AN AREA OF 49.037 ACRES.

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF USED, TAKEN OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Former Tax Parcel Numbers: K-11-25-30-003, K-11-25-300-004 and K-11-25-300-005

Exhibit B

Development Agreement

[SEE ATTACHED]

Peggy M. Haines - Washtenaw Co. AG
5110745
Page: 1 of 46
05/11/2000 02:59P
L-3944 P-728

DEVELOPMENT AGREEMENT

CRYSTAL POND CONDOMINIUMS

99.50
(46)

INDEX

Recitals 1

Article I - General Terms

1.1 Recitals Part of Agreement 4

1.2 Zoning District 4

1.3 Approval of Final Site Plan 4

1.4 Conditions of Final Site Plan Approval 5

1.5 Agreement Running with the Land 5

Article II - Provisions Regarding Development of The Condominium

2.1 Permitted Principal Uses 6

2.2 Open Space Areas 6

2.3 Use of Open Space Areas 6

2.4 Escrow for Improvements in Open Space Areas 7

2.5 Master Deed and Bylaws 8

2.6 Formation of Crystal Pond Condominium Association 9

00 MAY 24 PM 1:17
REGISTER OF DEEDS
WASHTENAW COUNTY
MICHIGAN

5110745
Page: 2 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. AG
L-3944 P-728

2.7 Ownership of Open Space Areas 9

2.8 Responsibility of Crystal Pond Condominium Homeowners Association to Preserve, Retain, Maintain and Upkeep of Open Space 10

2.9 Township Right to Enforce Open Space Area Obligations 11

2.10 Association Assessments 12

2.11 Storm Water Management; Drainage District 12

2.12 No Disturbance of Wetlands 15

2.13 Applicable Yard Setbacks 15

2.14 Development Review 16

2.15 Public Roads 16

2.16 Private Roads 17

2.17 Deceleration/Acceleration Tapers 19

2.18 Developer Installation of Sidewalk/Bike Path 20

2.19 Developer Installation of Perimeter Sidewalks/Bike Path 20

2.20 Payment in Lieu of On Site Park and Playground Facilities 21

2.21 Textile Road/Bunton Road Mitigation Measures 21

2.22 Public Sewer and Water 23

2.23 Easements for Sewer and Water 23

2.24 Street Lighting 24

2.25 Street Trees 24

2.26 Tree Preservation 25

Peggy M. Haines - Washtenaw Co. AG
0110/45
Page: 3 of 46
05/11/2000 02:59P
L-3944 P-728

2.27 Construction Access 26

2.28 Monuments/Corner Markers 26

2.29 Real Estate Taxes 27

2.30 Escrows for Infrastructure Improvements 27

2.31 Engineering Plans and Certification 28

2.32 Underground Utilities 29

2.33 Removal of Construction Debris 29

2.34 Final Plat on Disk 29

Article III - Miscellaneous Provisions

3.1 Phased Development of Subdivision 30

3.2 Pre-Construction Meetings with Builders 30

3.3 Recording of Master Deed and By-Laws 31

3.4 Governing Law 31

3.5 Approval by the Parties 31

3.6 Execution in Counterparts 31

Article IV - The Charter Township of Ypsilanti Hereby Agrees

4.1 Easements 32

4.2 Ratification of Agreement 32

4.3 Inspections 32

4.4 Recordation of Agreement 32

5110745
Page: 4 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. AG
L-3944 P-728

Exhibits

Exhibit A - Legal Description

Exhibit B - Final Site Plan

Exhibit C - Final Landscape Plan

5110745
Page: 5 of 48
05/11/2000 02:59P
L-3944 P-728
Peggy M. Haines - Washtenaw Co. AG

CRYSTAL POND CONDOMINIUMS

DEVELOPMENT AGREEMENT

This **Development Agreement** ("*Agreement*") is entered into as of the 2nd day of May, 2000, by and between **RP George Limited**, a Michigan Corporation, whose address is 3220 Coolidge Hwy., Berkley, Michigan 48072 ("*Owner*"), **New Dimensions Inc.**, a Michigan Corporation, whose address is 3220 Coolidge Hwy., Berkley, Michigan 48072 ("*Developer*") and the **Charter Township of Ypsilanti**, a Michigan Municipal Corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "*Township*").

RECITALS

A. Whereas, *Owner* holds fee simple interest in certain real property consisting of approximately **49.37** acres located on the east side of Bunton Road, south of Textile Road, which real property is described on Exhibit A attached hereto and made a part hereof ("*Property*"); and

B. Whereas, the *Owner* and *Developer* desire to develop said property as a Site Condominium containing 101 detached dwelling units to be known as *Crystal Pond Condominiums* ("*The Condominium*") consisting of 13 two-story quadplexes (52 units), 16 one-story or two-story duplexes (32 units), 17 one-story or two-story detached single family homes (17 units), for a grand total of 101 units; and

C. Whereas, *Owner* and *Developer* desire to develop *The Condominium* pursuant to Articles XX and XXI of the *Township's* Zoning Ordinance as a "*Site Condominium;*" and

D. Whereas, *Developer* desires to build all necessary infrastructure, such as, but not limited to, water mains, sanitary sewers, storm sewers, drainage facilities, roads, sidewalks, curbs & gutters, without the necessity of special assessments by the *Township*, except for streetlights; and

E. *Whereas, Developer* desires to install the unit grading and soil erosion and sedimentation control improvements proposed on its construction plans in order to facilitate the drainage of storm water from the *Condominium* in such manner as is not expected to result in damage to any adjacent property outside the *Condominium*, or any adjacent unit within the *Condominium*, from an increase in the flow of storm water from the *Condominium* onto such adjacent property, as set forth under the *Soil Erosion Control Ordinance #102*; and

5110745
Page: 7 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. RG L-3944 P-728

F. *Whereas*, on **March 9, 1999**, the *Township's Planning Commission* reviewed the *Developer's Preliminary Site Plan* for *The Condominium* and the *Planning Commission's* recommendations were made to the *Township* Board; and

G. *Whereas*, on **June 1, 1999**, the *Township* Board reviewed and approved *Developer's Preliminary Site Plan* for *The Condominium*, contingent upon a number of conditions attached thereto; and

H. *Whereas*, on **November 23, 1999**, the *Township's Planning Commission* reviewed *Developer's Final Site Plan* for *The Condominium* and the *Planning Commission's* recommendations were made to the *Township* Board; and

I. *Whereas*, on **February 1, 2000**, the *Township* Board reviewed and approved *Developer's Final Site Plan* for *The Condominium*, contingent upon a number of conditions attached thereto; and

J. *Whereas*, Section 2116 of the *Township's* Zoning Ordinance requires the execution of a *Development Agreement* in connection with the approval of the *Final Site Plan* for *The Condominium*, which *Agreement* shall be binding upon the *Township, Owner, Developer* and the owners of units within *The Condominium*; and

K. *Whereas*, the approved ***Final Site Plan*** for ***The Condominium*** is consistent with the purposes and objectives of the Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as amended, and is otherwise consistent with the *Township's* Zoning Ordinance and Condominium Regulations pertaining to the use and development of the property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this ***Agreement***, and with the express understanding that this ***Agreement*** contains important and essential terms as part of the final approval of the ***Developer's Final Site Plan*** for ***The Condominium***, the parties agree as follows:

ARTICLE I
GENERAL TERMS

1.1 Recitals Part of Agreement. ***Developer*** and the ***Township*** acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this ***Agreement***.

1.2 Zoning District. The ***Township*** acknowledges and represents that the ***Property*** is zoned R-4 Single Family Residential District for the development of ***The Condominium***.

1.3 Approval of Final Site Plan. The ***Final Site Plan***, a copy of which is attached hereto as Exhibit B and made a part hereof, has been approved pursuant to the authority granted to and vested in the ***Township*** pursuant to Act

No. 184, Public Acts of 1943, as amended, the *Township* Rural Zoning Act, Act No. 285, Public Acts of 1931, as amended, and Act No. 168, Public Acts of 1945, as amended, relating to municipal planning, in accordance with Ordinance No. 74, the Zoning Ordinance of Ypsilanti Township, enacted in 1994, as amended, and specifically Section 2116, et al, entitled "*Site Condominium Review*"; and in compliance with Act No. 288, Public Acts of 1967, as amended, the Land Division Act.

1.4 Conditions of Final Site Plan Approval. *Developer* and the *Township* acknowledge that the approved *Final Site Plan* for *The Condominium* incorporates the approved conditions and requirements pertaining to the *Final Site Plan* that was adopted by the *Township* Board, based upon the recommendations of the *Township's* Planning Commission, the Community/ Economic Development Department, and the professional consultants retained by the *Township*.

1.5 Agreement Running with the Land. The terms, provisions and conditions of this *Agreement* shall be deemed to be of benefit to the *Property* described on Exhibit A; shall be deemed a restrictive covenant which shall run with the land and be binding upon, and inure to the benefit of the parties, their successors-in-interest, and assigns; and may not be modified or rescinded except as may be agreed to in writing by the *Township*, the *Owner*, the *Developer* and/or the *Association* (as defined herein) or their respective successors. This restrictive covenant shall be incorporated by the appropriate executed instruments into the

title of said property. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or the successor of a party shall be deemed an intended contractual beneficiary of this ***Agreement*** or have the right to commence any lawsuit or proceeding to enforce this ***Agreement*** or any portion thereof.

ARTICLE II
PROVISIONS REGARDING DEVELOPMENT OF THE CONDOMINIUM

2.1 Permitted Principal Uses. The only permitted principal uses within ***The Condominium*** shall be detached quadplexes, duplexes, single family dwellings and permitted accessory buildings.

2.2 Open Space Areas. The Open Space Areas shown on the ***Final Site Plan*** (collectively, the "*Open Space Areas*") shall be identified and dedicated as "*Open Space*" on Exhibit B to the recorded ***Condominium*** Master Deed. Each unit owner within the ***Condominium*** shall have the non-exclusive right and easement to use the *Open Space Areas* for the purposes provided in this Article II.

2.3 Use of Open Space Areas. The ***Open Space Areas*** are to be used for wetland, storm water retention, recreation and open space purposes. No improvements shall be installed or constructed within the ***Open Space Areas*** without the prior approval of the ***Township's*** Community & Economic Development Department, excepting those improvements installed by ***Developer***

pursuant to the ***Final Site Plan*** or other plans and specifications approved by the ***Township*** which shall include sidewalks, landscaping, storm drainage improvements, gas, electric and cable facilities.

2.4 Escrow for Improvements in Open Space Areas. ***Developer*** has provided a layout to the ***Township*** showing all ***Open Space Areas***, and the improvements which the ***Developer*** proposes to install therein. The ***Developer*** will deposit a total of ***One Hundred Forty-Five Thousand and 00/100 (145,000.00) Dollars*** in escrow with the ***Township*** or other governmental entities to secure the cost of the open space and park improvements in the ***Open Space Areas***. This deposit in escrow may be in the form of cash, check, irrevocable Bank Letter of Credit, Performance Bond, subject to approval by the ***Township*** attorney. If posted with another governmental entity, ***Developer*** shall provide to the ***Township*** Treasurer's Office a copy of the escrow agreement or irrevocable Bank Letter of Credit or Performance Bond provided to such other governmental entity to secure the construction of the open space and park improvements covered by such escrow or Bank Letter of Credit. If posted with the ***Township***, the ***Developer*** will deposit such funds in an "***Open Space and Park Improvements Escrow Account***" with the Treasurer's Office made payable to the Charter Township of Ypsilanti. The $145,000 escrow amount stated above is based on specifications and estimates prepared by the ***Developer*** in an "itemized estimate" to the ***Township*** and approved by the Community & Economic Development Department. All such improvements shall be installed as agreed upon between the ***Developer*** and the

Charter Township of Ypsilanti as presented on the Final Landscape Plan approved, a copy of which is attached hereto and incorporated by reference and labeled Exhibit C. The ***Developer*** shall deposit with the ***Township Treasurer*** a lump sum of money, to wit: $14,500, to secure the cost of inspections of all Open Space and Park Improvements as identified on the Final Landscape Plan. The ***Township*** shall refund its portion of the Open Space and Park Improvements Escrow or accept an irrevocable Bank Letter of Credit or Performance Bond in a reduced amount on a "***phase by phase***" basis within forty-five (45) days after the final acceptance of the open space and park improvements.

2.5 *Master Deed and Bylaws*. ***Developer*** shall prepare a proposed Master Deed and Bylaws for the ***Condominium*** (the "***Master Deed***") which the ***Developer*** shall submit to the ***Township*** for its review, to be limited to the ***Township***'s determination that it is reasonably satisfied that the proposed ***Master Deed*** and Bylaws are not in conflict with the terms and conditions of this ***Agreement***, the ***Final Site Plan*** or any ***Township*** ordinance. The ***Master Deed*** shall incorporate, insofar as necessary, and shall require that each purchaser of a unit of the ***Condominium*** be bound by and observe, the terms and provisions of this ***Agreement***. Unless the ***Township*** objects to the proposed ***Master Deed*** in a writing delivered to the ***Developer*** within 14 days, stating with specificity the matters aforesaid which are objected to, the ***Developer*** may record the ***Master Deed*** and ***Condominium*** site plan (Exhibit B to the ***Master Deed***) in accordance

5110/45
Page: 13 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. AG
L-3944 P-728

with applicable law. Nothing in this *Agreement* is intended to prevent the *Developer* imposing by the *Master Deed* more restrictive terms and provisions with respect to the *Condominium* or the use of any portion thereof.

2.6 Formation of Crystal Pond Condominium Association.

Within 90 days after the recordation of the *Master Deed*, *Developer* shall form a non-profit corporation in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, as amended, which shall be known as the Crystal Pond Condominium Association (the "*Association*"), or such other name as may be designated by the *Developer*. The *Association* shall be responsible for maintaining the *Open Space Areas* for the common use and benefit of all residents and owners of units. *Developer* and every owner of a unit shall be a member of the *Association*. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any unit. *Developer* shall notify the *Township* Clerk and Community Watch Specialist of the names and addresses of the members of the first Board of Directors of the *Association* within seven (7) days of their appointment by the *Developer*.

2.7 Ownership of Open Space Areas. At such time as the *Association* has been formed and organized, *Developer* may, in its discretion, convey to the *Association* title to all of the *Open Space Areas*. In any event, *Developer* shall convey to the *Association* title to the *Open Space Areas* at or before such time as fee simple interest in 100% of the units within *The Condominium* have been sold and conveyed by *Developer* to persons other than

5110/45
Page: 14 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. AG L-3944 P-728

builders. The conveyance of the *Open Space Areas* shall be subject to any easements reserved, dedicated or granted by *Developer* as indicated on the *Final Site Plan* and recorded *Master Deed* for *The Condominium*, the maintenance requirements contained in this *Agreement*, and any other open space maintenance agreements and/or easement agreements entered into with the *Township* or other governmental entity prior to the date of conveyance.

2.8 Responsibility of Developer and/or Crystal Pond Condominium Homeowners Association to Preserve, Retain, Maintain, and Upkeep of Open Space Areas. *Developer* and/or the *Association* shall preserve, retain, maintain and upkeep the *Open Space Areas* within *The Condominium* in their natural state, subject to the right of *Developer* to install, preserve, retain, maintain and repair *The Condominium* improvements which are identified in the *Final Site Plan* and/or the plans and specifications for *The Condominium* which have been approved by the *Township*. *Developer* and/or the *Association* shall be responsible for removing any man-made debris that is deposited in the *Open Space Areas*. *Developer* shall establish reasonable rules for and shall be responsible for the maintenance and upkeep of the *Open Space Areas*, including, but not limited to, sidewalks, bike paths and nature trails, until such time as the *Open Space Areas* are conveyed to the *Association*. The *Developer* shall notify the *Township* at least 30 day's prior thereto of the assignment by quit claim deed of all "*Common and Open Space Areas*" as defined in the *Crystal Pond Condominium Association By-Laws and Master Deed*, a copy of which shall be submitted to the

Township for review and approval prior to recording. The *Township's* review shall be limited to the determination that said "*Declaration*" is not in conflict with the terms and conditions of this *Agreement*, the *Final Site Plan*, or any *Township* Ordinance or regulation. Nothing in this *Agreement* shall prevent the *Owner* and *Developer* from imposing in the *Master Deed* more restrictive terms and provisions with respect to *The Condominium* or the use of any portion thereof. Thereafter, the *Association* shall be responsible for maintaining the *Open Space Areas* in accordance with the rules established by the *Developer*, and the *Association* shall have the right to establish such additional reasonable rules and regulations with respect to the use and enjoyment of the *Open Space Areas* as the *Association* may deem necessary or desirable to insure the proper preservation and functioning of the *Open Space Areas*.

2.9 *Township Right to Enforce Open Space Area Obligations*. In the event *Developer* or the *Association* fails at any time to preserve, retain, maintain or upkeep of the *Open Space Areas* in accordance with this *Agreement*, the *Township* may serve written notice upon the *Developer* or the *Association*, as applicable, setting forth the manner in which *Developer* or the *Association* has failed to maintain or preserve the *Open Space Areas* in accordance with this *Agreement* (i.e. sidewalks, bike paths, nature trails, etc.). Such notice shall include a demand that deficiencies of maintenance or preservation be cured within thirty (30) days of the notice. If the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any

5110745
Page: 16 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. AG
L-3944 P-728

extension thereof, the *Township* in order to prevent the *Open Space Areas* from becoming a nuisance and/or a threat to the public health, safety and general welfare, may enter upon the *Open Space Areas* and perform the required maintenance to cure the deficiencies. The *Township's* cost to perform any such maintenance and/or preservation, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each unit and shall constitute a lien on said *Property* and placed on the next *Township* roll as a special assessment and collected in the same manner as general Property taxes.

2.10 Association Assessments. The *Association* shall establish and levy assessments against the units within the *Condominium* for the purpose of performing the *Association's* maintenance and repair obligations with respect to the *Open Space Areas*, including all sidewalks, bike paths and nature trails installed within the *Condominium* and for other proper purposes of the *Association*. The *Association's* assessment rights and the unit owner's assessment obligations shall be more fully set forth in the *Master Deed*.

2.11 Storm Water Management; Drainage District. *Developer* shall provide a maximum of 1' vertical to 5' horizontal slope of the retention/detention pond, to serve the health, safety and welfare of the public. No part of the retention/detention area shall be allowed to remain in an unkempt condition. All grass and growth shall be maintained and cut in accordance with *Township* ordinances. The inlet and outlets shall be kept functioning.

Without abrogating or limiting the *Developer's* continuing responsibility to maintain the retention/detention basin areas during the period of construction, *Developer* shall cause the ***Master Deed*** to assign to the *Association* all responsibility to preserve, retain, maintain and keep operational the retention/detention basin area, inlet and outlet areas, etc., whether arising under this *Agreement* or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the *Township* or other governmental entities, from and after the date of certification by the *Township* engineer that he has inspected the required improvements thereto and is reasonably satisfied that they are proper and complete. *Developer* shall notify the *Township* in writing within thirty (30) days of the date the *Association* becomes responsible for the retention/detention basin area, inlet and outlet areas, etc., pursuant to this Section 2.11.

In the event *Developer* and/or the *Association* at any time fails to maintain or preserve the retention/detention basin area, the inlet and outlet areas, etc., in accordance with this *Agreement*, the *Township* may serve written notice upon the *Developer* and/or the *Association*, as applicable, setting forth the deficiencies in the *Developer*'s and/or the *Association's* maintenance and/or preservation of the retention/detention basin area, inlet and outlet areas, etc., in accordance with this *Agreement*. Said written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice

thereto, are not cured within such thirty (30) day period or any extension thereof, the *Township* in order to prevent the retention/ detention basin areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the retention/detention basin areas, inlet and outlet areas, etc., and perform the required maintenance and/or preservation to cure the deficiencies. The *Township*'s cost to perform any such maintenance and/or preservation, together with a ten (10) percent surcharge for administrative costs, shall be assessed equally against each unit, placed on the next *Township* roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the retention/detention basin area, the inlet, and outlet areas and the *Township's* right to enforce this obligation against the *Owner, Developer* and/or the *Association* shall be set forth in the *Master Deed* and *By-Laws.*

The *Developer* shall establish with the Washtenaw County Drain Commission ("*WCDC*"), either on a single-participant basis or jointly in conjunction with neighboring parcels, to promote the on-going maintenance and upkeep of the storm water drainage system(s) within the storm drainage district.

2.12 No Disturbance of Wetlands. No regulated wetlands within *The Condominium* shall be modified in any manner by any person or entity unless all necessary permits for such modification have been issued by all governmental units or agencies having jurisdiction over such wetlands within the *Property*. *Developer* shall provide the *Township* with a "determination" from a qualified

wetlands consultant acceptable to the Michigan Department of Environmental Quality of all wetlands on the premises.

2.13 *Applicable Yard Setbacks*. The parties acknowledge that the *Final Site Plan* identifies, for each unit within the *Condominium*, the width and size of such unit, and a typical unit layout that shows the approved front yard, rear yard and side yard setbacks for each unit in the *Condominium*. Such approved setbacks have been selected to accomplish the preservation of natural resources and natural features, such as trees, views, vistas and topography. No exterior wall of a principal residence shall be erected or placed other than within the confines of the approved building area without the consent of the *Township*. With respect to the width and size of a particular unit, or the proposed location for the building area and setbacks within such unit, in the event of a conflict or inconsistency between this *Agreement* and the *Final Site Plan* attached hereto and the *Township Zoning Ordinance*, the *Township Site Condominium Ordinance* or any other *Township* ordinances, rules and regulations which affect the development of the *Property*, this *Agreement* and the *Final Site Plan* shall control.

2.14 *Development Review*. The *Final Site Plan*, detailed Construction Plans for *The Condominium*, and homes to be built within *The Condominium*, shall not be subject to any enactments or amendments to the *Township* Zoning Ordinance, the *Township* Site Condominium Ordinance, or any other *Township* ordinances, rules and regulations which affect the development of the *Property* or the architectural standards governing home construction in *The Condominium*

after the date of this ***Agreement***. Detailed Construction Plans have been reviewed and approved in light of this ***Agreement***, the ***Final Site Plan***, the ***Township*** Zoning Ordinance, the ***Township*** Site Condominium Ordinance and any other applicable ***Township*** Ordinances, rules and regulations as they exist as of the date of this ***Agreement***.

2.15 Public Roads. If the ***Developer's*** petition for a waiver and/or reduction of "***road width***" for the internal roads is granted by the Washtenaw County Road Commission (WCRC), all roads within ***The Condominium*** shall be public streets, hard surfaced and constructed in accordance with the standards of WCRC as approved therein. During the various stages of road construction, the ***Developer*** shall notify the ***Township*** Community & Economic Development Department , with at least a 24 hour advance notice, of all scheduled inspections by the Washtenaw County Road Commission, including, but not limited to, the following:

a. finished subgrade surface,

b. underground drainage and all utility installation,

c. completed subbase,

d. completed base course,

e. concrete placement,

f. bituminous placement.

The ***Developer*** shall also provide the ***Township*** Community & Economic Development Department with copies of all inspection reports prepared and/or

generated by the Washtenaw County Road Commission in conjunction with the aforementioned paragraph, including, but not limited to, inspection reports for the various stages of road construction identified as (a-f) above.

The *Developer* shall provide a plan for signs and installation of street name signs according to Washtenaw County Road Commission specifications; install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public; and provide and install signs at the end of "connector out-lots" which clearly state that these are NOT dead end streets and may be extended when future development occurs.

2.16 Private Roads. If the *Developer's* petition for a waiver and/or reduction of "*road width*" for the internal roads is not approved by the WCRC, all roads within the *Condominium* shall be private roads, hard surfaced and constructed in accordance with the standards of the *Township's Private Road Ordinance,* No. 97-174, adopted on 12/16/97, as amended. During the various stages of road construction, the *Developer* shall request the *Township* Engineers, with at least a 24 hour advance notice, to perform the scheduled inspections required by the *Township's* engineers, including, but not limited to, the following:

a. finished subgrade surface,

b. underground road drainage and utility installation,

c. completed subbase,

d. completed base course,

e. concrete placement,

f. bituminous placement.

The *Township* Community & Economic Development Department shall provide the *Developer* with copies of all inspection reports prepared and/or generated by the *Township's* engineers in conjunction with the aforementioned paragraph, including, but not limited to, inspection reports for the various stages of road construction identified as (a-f) above.

The *Developer* shall deposit with the *Township* Treasurer a lump sum of money, to wit: *Thirteen Thousand Two Hundred Fifty Seven and 00/100 (13,257) Dollars*, to secure the costs of road construction inspections by the *Township's* engineers as identified as (a-f) above.

The *Developer* agrees that the *Township*, from time to time, will submit to the *Developer* statements showing, for each *Township* engineer who has inspected roads within the *Condominium*, the services performed, the time expended, the hourly rate of reimbursement and the amount for which reimbursement is requested by the *Township*. The *Developer* agrees that unless he objects in a writing delivered to the *Township* Treasurer within 14 days, either contending that the time expended was unreasonable or that the reimbursement was not calculated in accordance with the *Township*'s published rate for such *Township* personnel, the *Township* may reimburse itself for such costs from the amount which has been deposited as described herein above, provided, that the aggregate of

all such *Township* reimbursements shall not exceed *Thirteen Thousand Two Hundred Fifty Seven and 00/100 (13,257.00) Dollars* unless otherwise agreed to by the parties.

The *Developer* shall provide a plan for signs and installation of street name signs according to the *Township's* Private Road specifications; install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public; and provide and install signs at the end of "*connector out-units*" which clearly state that these are NOT dead end streets and will be extended when future development occurs.

2.17 Deceleration/Acceleration Tapers. *Developer* shall install, in conjunction with the development of *The Condominium*, deceleration/acceleration tapers on Bunton Road in relation to the entranceways to *The Condominium*, in accordance with the requirements imposed by the Washtenaw County Road Commission ("*WCRC*"). *Developer* shall provide the *Township* copies of its agreement with the *WCRC* to construct such improvements.

2.18 Installation of Sidewalks and Bike Paths. *Developer* shall install sidewalks within the street right-of-way in accordance with the *Final Site Plan*. *Developer* may contractually assign the obligation to install sidewalks to the builders building said units in *The Condominium* provided *Developer* remains directly liable for said installation. All sidewalks, bike paths and nature trails installed within the interior of *The Condominium* shall be maintained by *Developer* until such time as said maintenance obligations are assigned by

Developer to the *Association*. Upon the assignment to and assumption by the *Association* of *Developer's* maintenance obligations with respect to the *Open Space Areas*, including but not limited to sidewalks, bike paths and nature trails, *Developer* shall have no further obligations or liability with respect thereto.

2.19 Developer Installation of Perimeter Sidewalk/Bike Path.

Developer shall, at its sole cost and expense, install a sidewalk/bike path along the approximately 1,625.63 lineal feet portion of *The Condominium* that is adjacent to Bunton Road. The bike paths along Bunton Road shall be 10' in width and constructed to AASHTO (American Association of State Highway and Transportation Officials) standards. As required by the *Township*, *Developer* shall post *Security* with the *Township* in the amount of $8,500 by cash, escrow agreement, Letter of Credit, Performance Bond or check payable to the *Township*. The *Township* shall release such *Security* within forty-five days after the *Township's* final acceptance of the bike paths.

2.20 Payment in Lieu of On Site Park and Playground Facilities.

Developer has agreed to pay *Fifty Thousand and 00/100 (50,000) Dollars* in lieu of providing on site park and playground facilities within *The Condominium*. At the time of execution of this *Development Agreement* and the approval of the *Final Site Plan*, the *Developer* shall remit to the *Township* the sum of *Fifty Thousand and 00/100 (50,000) Dollars* for payment in lieu of on site park and playground facilities.

Upon the acceptance of the ***$50,000*** by the *Township*, the *Developer* shall be released from any further obligations with regard to providing an on site park with attendant playground facilities.

2.21 Textile Road/Bunton Road Mitigation Measures. The *Developer* and the *Township* agree that the "*Parsons Transportation Group Inc. Crystal Pond Traffic Impact Study*", dated April 6, 1999, with subsequent revisions thereto, and in conjunction with the reviews conducted by the *Township's* Traffic Engineers, *Parsons Brinkerhoff Michigan Inc.*, confirm that the existing Level of Service for the Textile Road/Bunton Road intersection in the A.M. peak hour is a Level of Service C, with a Level of Service being designated F or failing in the P.M. peak hours.

Developer has agreed to pay *One Hundred One Thousand and 00/100 (101,000.00) Dollars* towards the mitigation measures needed for the intersection of Textile Road/Bunton Road, including, but not limited to, the traffic signalization of said intersection.

The *Developer* and the *Township* agree that the *Developer's* financial obligation to ameliorate and mitigate the failing intersection of Textile Road/ Bunton Road shall be paid as follows:

1. *Developer* agrees to pay the sum of *One Thousand and 00/100 (1,000.00) Dollars* per unit to the *Township's* Road Improvement Fund on a prorata basis of $1,000 per unit upon application of a "*building permit*" for each of

the individual 101 units of *The Condominium* with the *Township's* Community & Economic Development Department.

2. The *Township* hereby agrees that each payment of $1,000 per unit received from the *Developer* shall be credited dollar for dollar against *Developer's* obligation not to exceed *$101,000*, and furthermore shall provide an annual statement to said *Developer* crediting payments received during the calendar year of January 1 through December 31, 2000 and each subsequent year thereto, setting forth the *Developer's* remaining balance owed, until such time as the total sum of *$101,000* has been paid.

Upon the remittance of the *$101,000* to the *Township*, the *Developer* shall be released from any further obligations with regard to the intersection improvements of Textile Road/Bunton Road and specifically shall not be responsible for any sum in excess of the *$101,000* in the event that the cost of said road mitigation measures, including, but not limited to the signalization of said intersection, exceeds said amount.

Developer and the *Township* acknowledge that the *Developer's* obligations under Section 2.21 are an integral part of the *Township's* approval of *The Condominium*.

2.22 Public Sewer and Water. *The Condominium* shall be developed with public sanitary sewers as approved by the Ypsilanti Community Utilities Authority (*YCUA*) and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations. *The Condominium* will

also be developed with public water mains as approved by *YCUA* and the Michigan Department of Public Health, subject to applicable laws and regulations. All standard connection, inspections, costs and fees imposed by the *Township*, including, but not limited to, engineering inspections, shall be paid by the *Developer* or its successors (e.g. builders or homeowners). In no event shall the *Township* be responsible for reimbursing the *Developer* and/or any unit owner for costs incurred as required under this Section.

2.23 Easements for Sewer and Water. *Developer* shall dedicate all necessary easements to the Charter Township of Ypsilanti for the construction and maintenance of public improvements, to wit: sewer and water.

2.24 Street Lighting. *Developer* shall petition the *Township* for the creation and establishment of a Special Assessment District for the purpose of defraying the costs of the annual maintenance and operation of street lighting by special assessments against the property especially benefited. The creation and establishment of the special assessment district for the purpose of street lighting shall be finalized prior to the issuance of building permits. Upon creation and establishment of the special assessment district for purposes of street lighting, *Developer* shall install "Acorn" street lighting on a phase by phase basis which meets or exceeds the minimum residential street lighting standards of the Detroit Edison Company.

2.25 Street Trees. *Developer* shall be responsible for installing within ten (10) feet of the street right-of-way line one (1) street tree for every fifty

(50) feet of street frontage, as indicated on Exhibit C entitled "*Final Landscape Plan.*" Where necessary or advisable due to site conditions, sight requirements of the *WCRC* and/or the *Township's* Private Road Ordinance, the location of public or private utilities or similar factors, such street tree may be installed at a greater distance from the adjacent street tree provided that an average separation of fifty (50) feet is maintained throughout the *Condominium*. *Developer* may contractually assign its street tree installation obligation for any particular unit to a third party, provided *Developer* remains directly liable for the installation of street trees on such unit. However, *Developer* may be relieved of its street tree installation obligation for a particular unit and *Developer's Security* shall be reduced on a pro-rata basis, in the event such third party replaces *Developer's Security* with its own security. *Developer* shall be responsible for replacing any street tree on a particular unit which is determined by *Developer* or the *Township*'s inspector within one (1) year after such street tree's installation to be diseased, dead or dying. The *Master Deed* shall assign to the *Association* following the expiration of such one (1) year period the obligation to replace diseased, dead or dying street trees and *Developer* shall have no further obligation with respect thereto. The *Township* shall reduce *Developer's Security*, on a pro-rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that *Developer* has posted with the *Township* an additional cash security to cover the cost of inspection by the *Township*.

5110745
Page: 29 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. AG L-3944 P-728

2.26 Tree Preservation. Every effort shall be made to preserve existing trees on a residential unit during the development of *The Condominium* and the construction of homes within the units, and every effort shall be made to design the location of walks, drives, residences and other improvements in a manner which limits the number of trees to be removed. Any tree removal within *The Condominium* shall adhere to and meet the requirements of the *Township* Woodlands Protection Ordinance. *Developer* will plant *175* replacement trees in locations approved by the *Township* Landscape Architect as required by the mitigation provision of said ordinance. The performance guarantee for said trees has been posted as prescribed in Section 2.4 of this *Agreement* and shall be governed by that section.

2.27 Construction Access. The *Owner* and *Developer* shall take all reasonable measures requested by the *Township* to reduce any dust created by trucks traveling to and from the construction site which measures shall include installing brine on the roads when requested by the *Township*, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, the expense of which shall be borne exclusively by the *Developer*. The *Developer* furthermore agrees to direct all truck traffic onto paved roads whenever possible.

2.28 Monuments/Corner Markers. *Developer* shall post with the *Township* security for the placement of monuments and corner markers for the *Condominium* in the form of cash, a check, an irrevocable bank letter of credit in a

form acceptable to the *Township* attorney, in the amount of *$-0-*, in accordance with Ordinance No. 74, Article 21, Section 2116, also known as the *Township's Site Condominium Ordinance*. The security shall be released to *Developer* if the *Township* is furnished a statement from a surveyor that he has caused all of the monuments and unit irons shown on the *Final Site Plan* to be located in the ground.

2.29 Real Estate Taxes. *Developer* shall pay all real estate taxes and special assessments duly assessed and levied in accordance with applicable law against units of *The Condominium* not yet sold.

2.30 Escrows for Infrastructure Improvements. *Developer* shall post with the *Township* or other governmental entity with jurisdiction therefor security in the form of cash, a check, an irrevocable Letter of Credit or an escrow agreement or Performance Bond, subject to approval by the *Township* attorney, payable to the *Township* in the amount of *$270,600*, which amount has been determined by the *Township* Engineer to cover the cost of installation of all *WCRC* roads and/or *Township* private roads, if required, and underground improvements such as, but not limited to, water mains, sanitary sewers, *Washtenaw County Drain Commission* storm sewers, sidewalks, bike paths and footpaths, street lights, retention ponds and any other site improvements required by the *Township* for the *Condominium*. *Developer* may satisfy the foregoing escrow requirement in all or in part by escrow agreements for such improvements with other governmental entities (e.g., the *Road Commission*, *Drain Commission*, etc.).

5110745
Page: 31 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. RG L-3944 P-728

Developer shall deliver to the ***Township*** Treasurer's office copies of all such security posted with other governmental entities. The amount required to be escrowed may be reduced incrementally as improvements are accepted and approved.

2.31 Engineering Plans and Certification.

(A) ***Developer*** shall furnish a "*project engineer's certificate*", indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities, have been constructed in accordance with this ***Agreement***, the ***Final Site Plan***, and engineering design plans which the ***Township*** will review and approve if improvements are in accordance with the ***Township*** "*Engineering Design Specifications for Site Improvements*", adopted by *YCUA* and the ***Township***. ***Developer*** also shall furnish evidence reasonably satisfactory to the ***Township*** that the public roads have been determined by *WCRC* to be constructed in conformance with *WCRC* specifications and have been dedicated to and accepted by *WCRC*; or shall furnish evidence satisfactory to the ***Township*** that if the internal roads in ***The Condominium*** are private, that said roads have been determined by the ***Township*** Engineers to be constructed in conformance with the ***Township's*** Private Road Ordinance and have been approved pursuant thereto.

(B) ***Developer*** shall furnish "*as built*" engineering plans (3 copies, microfilmed), reviewed and approved by the ***Township***'s Engineer, showing all site improvements installed per ***Township*** specifications. All inspections for water and

sewer (sanitary and storm) installations are to be performed by ***Township*** and *YCUA* engineering inspectors, with applicable fees. (See Section 2.16).

(C) *Developer* shall furnish a "*project engineer's certificate*", indicating that all soil erosion and sedimentation measures have been complied with, according to local Ordinance #102 and part 91 of Act 451 of the Public Acts of 1994.

2.32 Underground Utilities. ***Developer*** shall install all electric, telephone and other communication systems underground in accordance with the requirements of the applicable utility company.

2.33 Removal of Construction Debris. ***Developer*** shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements and ***The Condominium*** and within two weeks of completion or abandonment of construction. No burning of discarded construction material shall be allowed.

2.34 Final Site Plan on Disk. ***Developer*** to provide a 3.5" computer disk containing the approved ***Final Site Plan*** in its entirety to the ***Township*** in a format acceptable to the Community & Economic Development Department.

ARTICLE III

MISCELLANEOUS PROVISIONS

3.1 Modifications. This *Agreement* may not be modified, replaced, amended or terminated without the prior written consent of the parties to this *Agreement*. Until all rights and responsibilities under this *Agreement* are

transferred to the Association, *Developer* and the *Township* shall be entitled to modify, replace, amend or terminate this *Agreement*, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the *Property*, including unit owners, mortgagees and others. After all rights and obligations under this *Agreement* are transferred to the *Association*, the *Association*, the *Township* and the *Developer* (but only so long as the *Developer* owns and offers for sale any unit in the *Condominium*) shall be entitled to modify, replace, amend or terminate this *Agreement*.

3.2 Preconstruction Meeting with Builders. The parties acknowledge that the *Developer* intends to build the detached dwelling units through its "*Construction Division*." Prior to the commencement of said construction, the *Developer* shall schedule a meeting with its construction manager and the *Township*'s Community & Economic Development Department to review the applicable policies, procedures and requirements of the *Township* with respect to construction of the detached dwelling units in the *Condominium*.

3.3 Recording of Master Deed and By-Laws. The *Master Deed* and the Crystal Pond Condominium *By-Laws* shall, after review and approval by the Township, be recorded by the *Developer* with respect to *The Condominium* which shall reflect the obligations imposed on the *Association* pursuant to this *Agreement*.

3.4 Governing Law. This *Agreement* shall be governed by and construed in accordance with the laws of the State of Michigan.

3.5 Approval by the Parties. This *Agreement* has been approved by the *Owner, Developer* and the *Township*, through action of the *Owner's* and the *Developer's* Board of Directors and the *Township* Board at duly scheduled meetings, as evidenced by the *Owner's, Developer's* and *Township* Board's corporate body resolutions, dated May 2, 2000 and May 2, 2000, respectively.

3.6 Execution in Counterparts. This *Agreement* may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

ARTICLE IV

THE CHARTER TOWNSHIP OF YPSILANTI HEREBY AGREES:

4.1 Easements. The *Township* shall accept all easements for public utilities.

4.2 Ratification of Agreement. The *Township* confirms and ratifies its agreements and undertakings as set forth in this *Agreement*.

4.3 Inspections. In consideration of the above undertakings to approve *The Condominium*, the *Township* shall provide timely and reasonable *Township* inspections as may be required during construction.

4.4 Recordation of Agreement. The *Township* will record this *Agreement* with the Washtenaw County Register of Deeds.

5110745
Page: 35 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. RG
L-3944 P-728

IN WITNESS WHEREOF, the parties have executed this *Agreement* as the year and date set forth above. This *Agreement* is not intended to create contractual rights for third parties. It may be enforced, amended or rescinded only by the parties or their successors in interest. The obligation of the *Developer* contained herein shall be binding on successors and assigns in ownership of *The Condominium*.

Witness:

W.F. Edwards Jr
W.F. EDWARDS, JR

Michael L. Jaffe
MICHAEL L. JAFFE

Owner

RP George Limited

By: Robert P. George Sr.
Its: President

STATE OF MICHIGAN)
Oakland)ss.
COUNTY OF ~~WASHTENAW~~)

The foregoing instrument was acknowledged before me this 8 day of MAY, 2000, by Robert P. George Sr., President, on behalf of the corporation.

Notary Public
County, MI
Commission Expires:

SARA WYSOKI
Notary Public, Oakland County, MI
My Commission Expires 03/07/2004

5110745
Page: 36 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. AG
L-3944 P-728

Developer

New Dimensions Inc.

By: Robert P. George Sr.
Its: President

W. F. Edwards
W. F. EDWARDS JR.

Michael L. Jaffe
MICHAEL L. JAFFE

STATE OF MICHIGAN)
Oakland)ss.
COUNTY OF ~~WASHTENAW~~)

The foregoing instrument was acknowledged before me this 8 day of May, 2000, by Robert P. George Sr., President, on behalf of the corporation.

SARA Wysoi
Notary Public
Oakland County, MI
Commission Expires: 3-7-2004

Notary Public, Oakland County, MI
My Commission Expires 03/07/2004
SARA WYSOKI

Township

Charter Township of Ypsilanti,
a Michigan Municipal
corporation

By: Karen Lovejoy Roe
Karen Lovejoy-Roe
Its: Supervisor

Nancy K. Wykrykowski
Nancy K. Wykrykowski

Inger J. Johnson
Inger J. Johnson

By: Brenda L. Stumbo
Brenda Stumbo A/K/A Brenda L. Stumbo
Its: Clerk 5/8/2000

5110745
Page: 37 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. AG
L-3944 P-728

STATE OF MICHIGAN)
)ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 8th day of MAY 2000, by Karen Lovejoy-Roe, Supervisor, and Brenda Stumbo, Clerk, of the Charter Township of Ypsilanti, a Michigan Municipal Corporation, on behalf of the corporation.

Sally J Van Slambrouck
Notary Public
Washtenaw County, Michigan
Commission Expires:_____

SALLY J. VAN SLAMBROUCK
Notary Public, Washtenaw County, Michigan
My Commission Expires August 14, 2002

Approved as to form & substance:

Wm. Douglas Winters (P28965)
Attorney for Township
61 N. Huron Street
Ypsilanti, MI 48197

Approved as to form only:

Michael F. Plourde (P18954)
Attorney for Owner/Developer
2525 Telegraph, #302
Bloomfield Hills, MI 48302

DRAFTED BY:

Township Attorney's Office
McLain & Winters
61 North Huron
Ypsilanti, MI 48197

and

Community & Economic
Development Department
7200 S. Huron River Drive
Ypsilanti, MI 48197

WHEN RECORDED RETURN TO:

Brenda Stumbo, Clerk
Ypsilanti Township Civic Center
7200 S. Huron River Drive
Ypsilanti, MI 48197

5110745
Page: 38 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. AG
L-3944 P-728

Exhibit A

5110745
Page: 39 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. AG
L-3944 P-728

ATTACHMENT

LEGAL DESCRIPTION

ORIGINAL DESCRIPTION

11-25-300-003
LAND IN THE TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS:

THE SOUTH TEN ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, T.3S., R.7E., WASHTENAW COUNTY, MICHIGAN.

11-25-300-004
LAND IN THE TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS:

THE NORTH FOURTEEN ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, ALL BEING IN T.3S., R.7E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

11-25 300 005
LAND IN THE TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS:

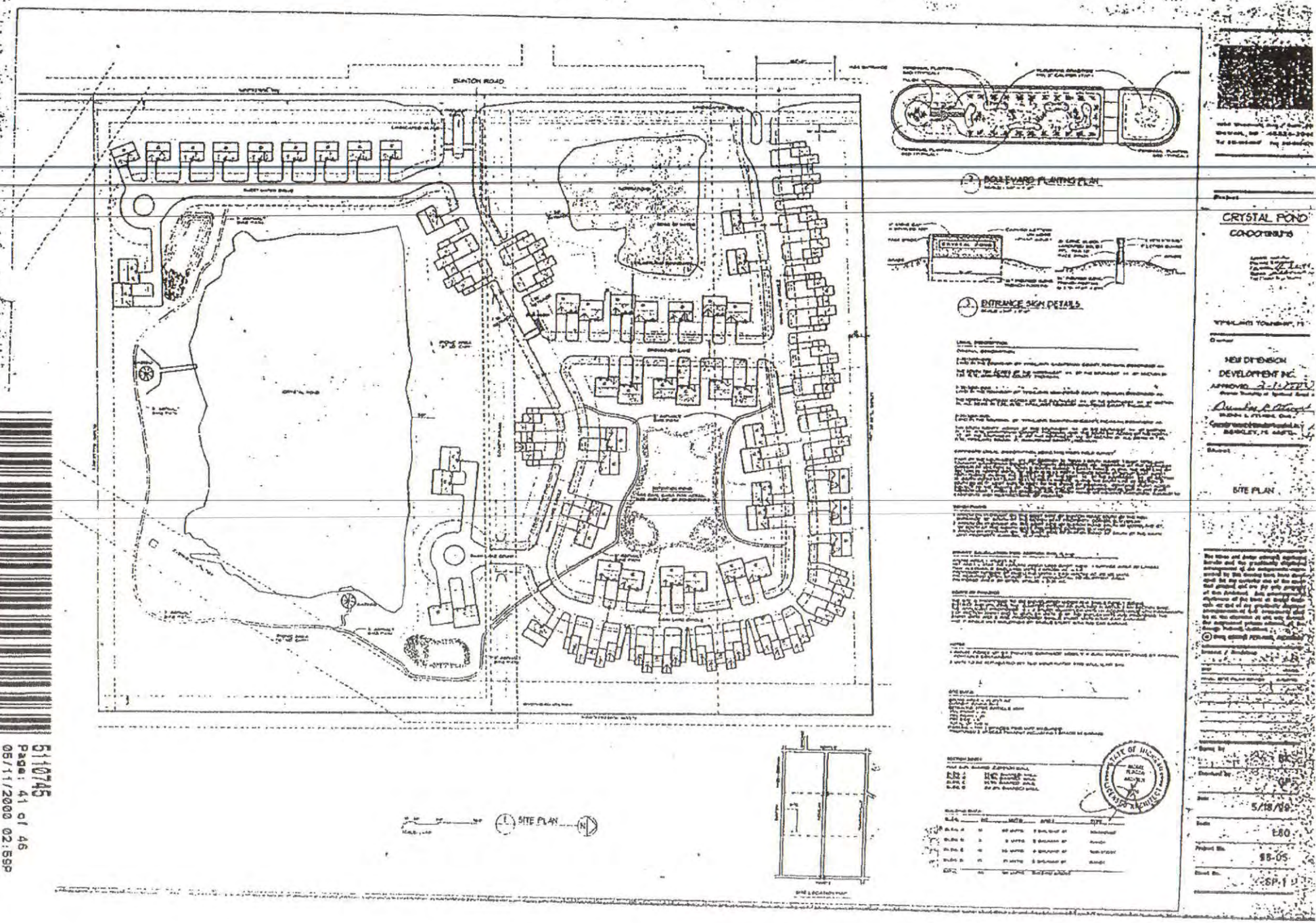
THE SOUTH TWENTY ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, T.3S., R.7E., WASHTENAW COUNTY, MICHIGAN, AND THE SOUTH SIX ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, ALL BEING IN T.3S., R.7E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

COMPOSITE LEGAL DESCRIPTION RESULTING FROM FIELD SURVEY

PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST; THENCE ALONG THE WEST LINE OF SECTION 25, NORTH 00° 52'19" WEST 1625.63 FEET; THENCE NORTH 87° 30'30" EAST 1309.27 FEET; THENCE ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, SOUTH 00° 53'53" EAST 1637.72 FEET; THENCE ALONG THE SOUTH LINE OF SECTION 25, SOUTH 88° 02'17" WEST 1309.73 FEET TO THE POINT OF BEGINNING. CONTAINS 49.037 ACRES. SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF USED, TAKEN OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

5110745
Page: 40 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. AG
L-3944 P-728

Exhibit B

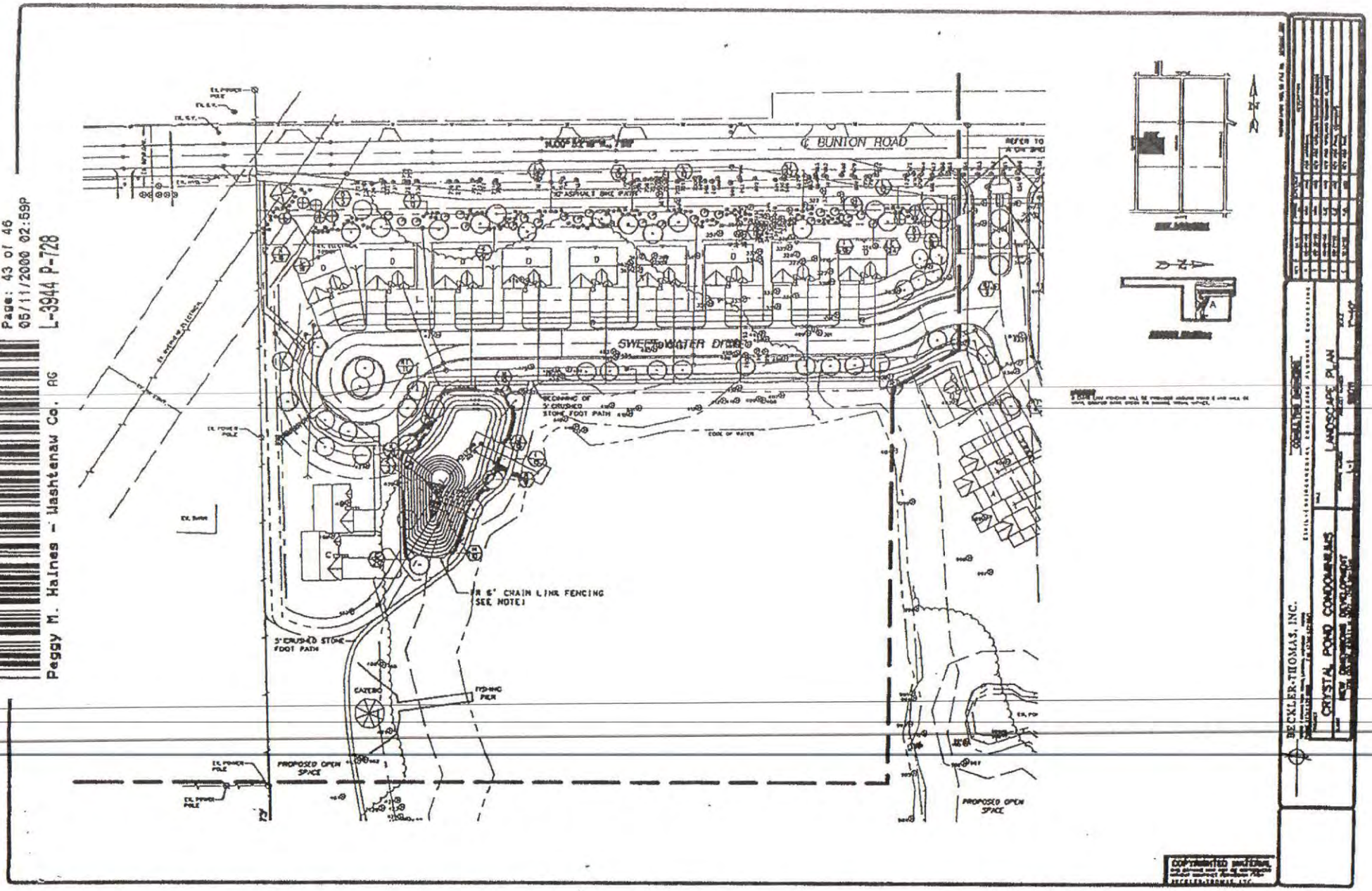


Peggy M. Haines - Washtenaw Co. RG
5110745
Page: 41 of 46
05/11/2000 02:59P
L-3944 P-728

5110745
Page: 42 of 46
05/11/2000 02:59P
Peggy M. Haines - Washtenaw Co. AG
L-3944 P-728

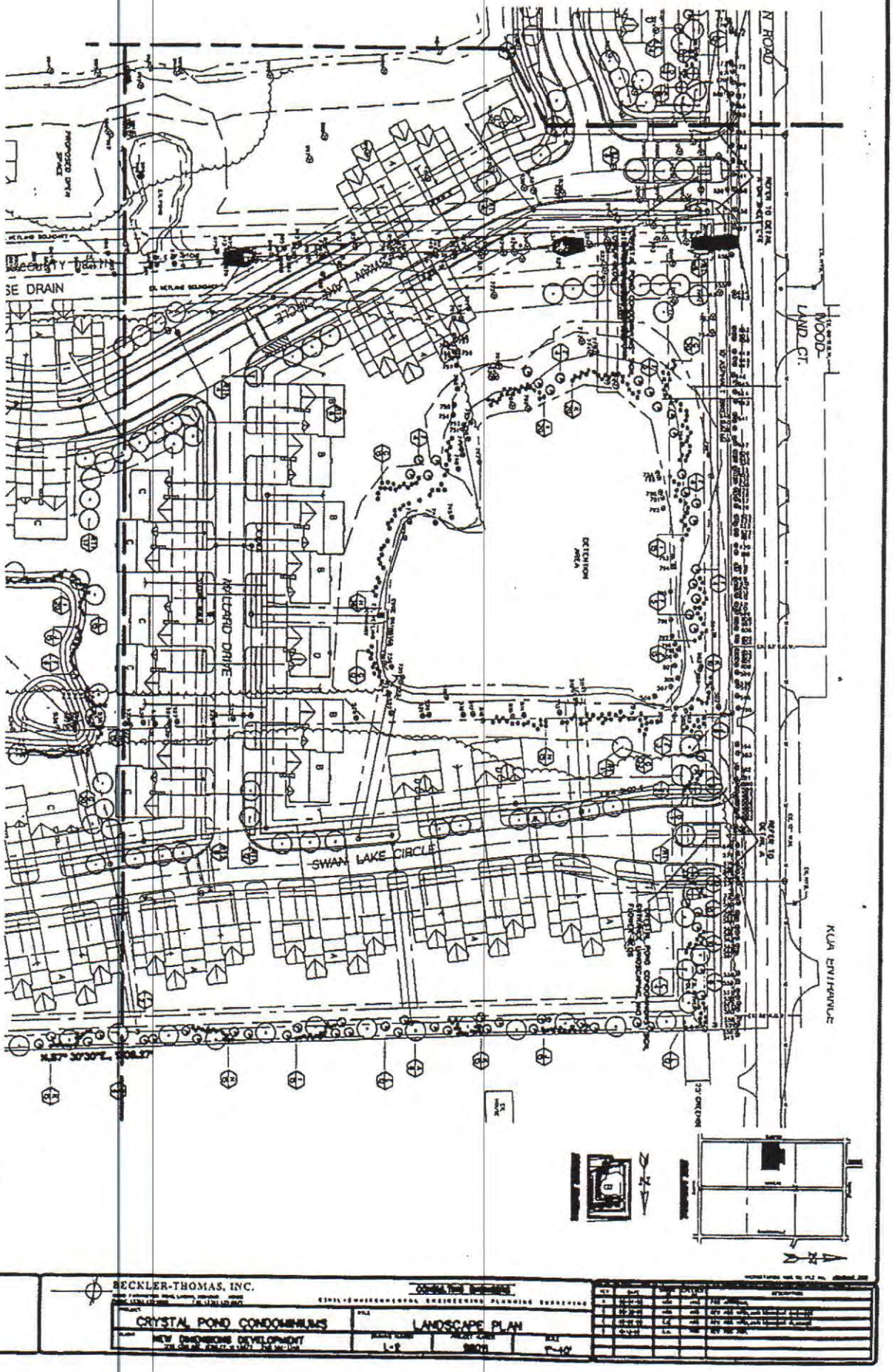
Exhibit C

5110745
Page: 43 of 46
05/11/2000 02:59P
L-3944 P-728
Peggy M. Haines - Washtenaw Co. AG



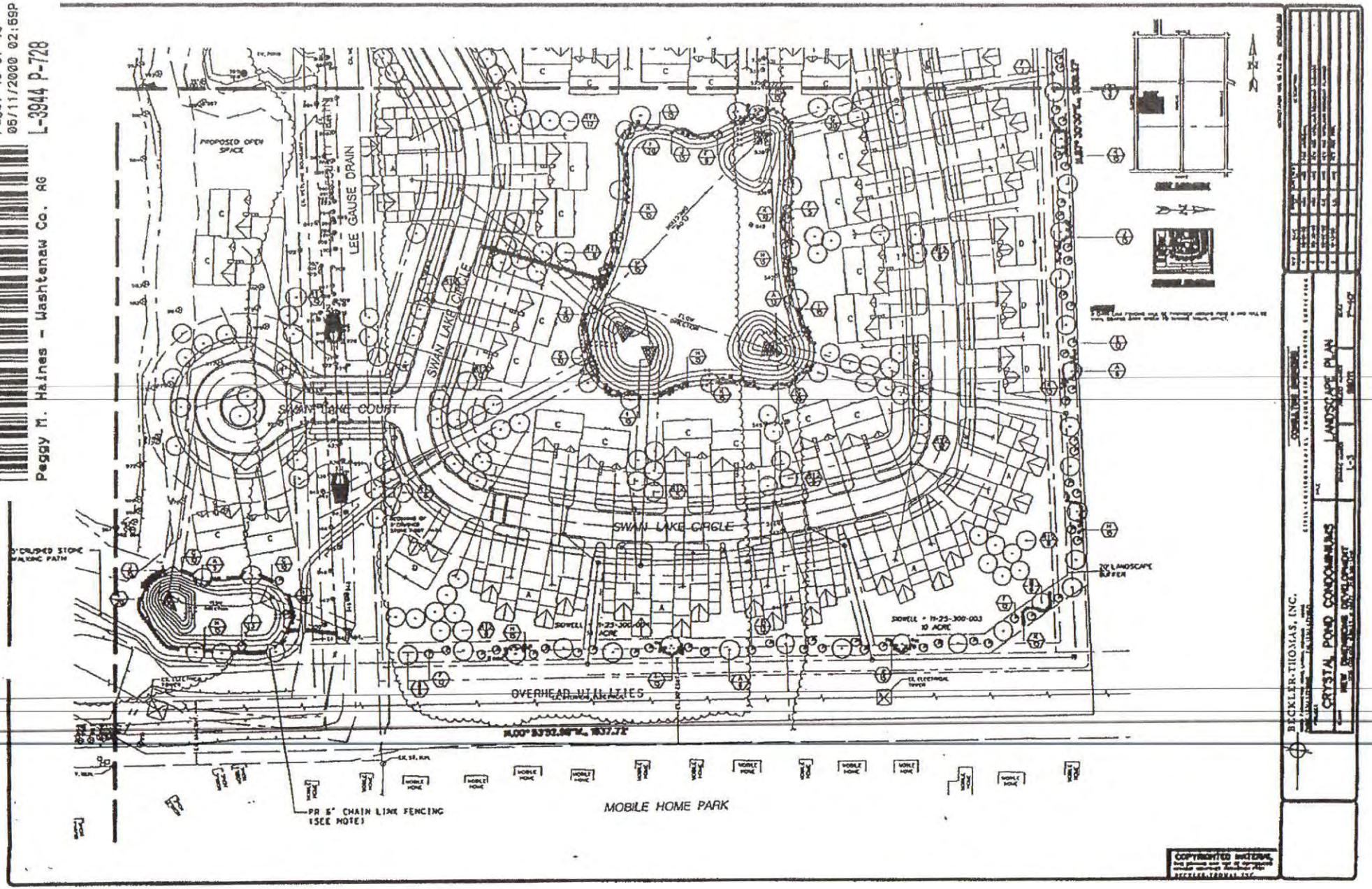
g:\dgn\98\98011\c040lds1.dgn Nov. 09, 1999 14:23:46

Peggy M. Haines - Washtenaw Co. AG
Page: 44 of 46
05/11/2000 02:59P
L-3944 P-728



g:\dgn\98\9811\c0401ds2.dgn Nov. 09, 1999 15:06:53

51110745
Page: 45 of 46
05/11/2000 02:59P
L-3944 P-728
Peggy M. Haines - Washtenaw Co. RG



g:\dgn\98\98011\c0401ds3.dgn Nov. 09, 1999 14:27:41

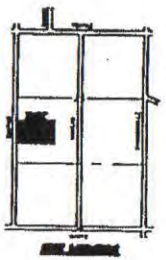
5110745
Page: 46 of 48
05/11/2000 02:59P
L-3944 P-728
Peggy M. Haines - Washtenaw Co. AG

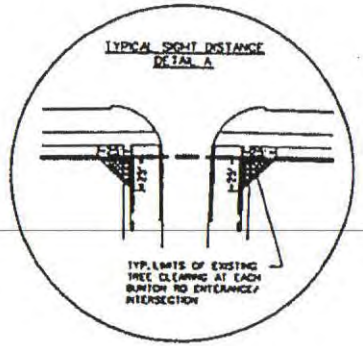
PLANT LIST

KEY	QUAN.	BOTANICAL NAME	COMMON NAME	SIZE/ROOT
A	30	FRAXINUS PENN. MARSHALLS	MARSHALLS GREEN ASH	2½" CAL B/B
B	30	FRAXINUS AMERICANA AFLAM PURPLE	AUTUMN PURPLE WHITE ASH	SAME
C	24	QUERCUS RUBRA	RED OAK	SAME
D	11	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORNE	2½" CAL B/B
E	80	PINUS NIGRA	AUSTRIAN PINE	6' HT B/B
F	84	PICEA PUNGENS	GREEN SPRUCE	SAME
G	174	THUJA OCCIDENTALIS NICRA	DARK GREEN ARBORVITAE	5' HT B/B
H	215	VIBURNUM TRILOBUM	AMERICAN CRANBERRY BUSH	30" HT B/B
I	203	CORNUS BAILEYI	BAILEY DOGWOOD	SAME
J	182	FORSYTHIA INTERMEDIA LYNWOOD GOLD	LYNWOOD GOLD FORSYTHIA	SAME
K	185	HAMAMELIS VERNALIS	COMMON WITCH HAZEL	SAME
L	81	EUONYMUS ALATUS COMPACTA	COMPACT BURNING BUSH	SAME

REPLACEMENT TREES (OTB)

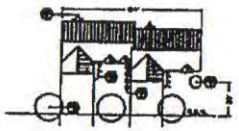
KEY	QUAN.	BOTANICAL NAME	COMMON NAME	SIZE/ROOT
RT	58	FRAXINUS PENN. 'PATMORE'	PATMORE ASH	2½" CAL B/B
RT1	52	ACER SACCHARUM	SUGAR MAPLE	SAME
RT2	65	ACER PLATANOIDES	NARWAY MAPLE	SAME



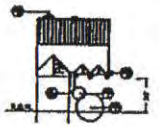


STREET YARD LANDSCAPING

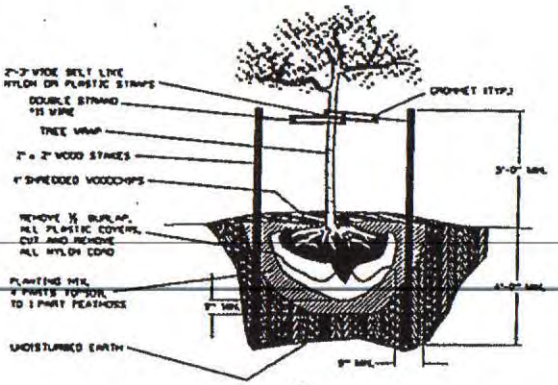
TYPE A UNITS — REQUIRED — 13 UNITS PROPOSED



TYPE B & C UNITS — REQUIRED — 18 UNITS PROPOSED

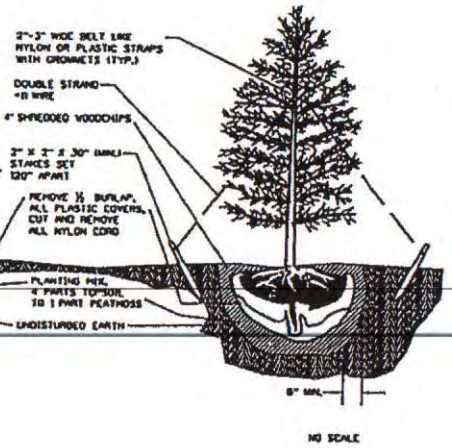


TYPE D UNITS — REQUIRED — 17 UNITS PROPOSED



TREE PLANTING DETAIL
NO SCALE

SHRUB PLANTING DETAIL
NO SCALE



NO SCALE

EVERGREEN TREE PLANTING DETAIL
NO SCALE

BECKLER-THOMAS, INC.

CRYSTAL POND CONDOMINIUMS
NEW DWELLING DEVELOPMENT

LANDSCAPE DETAILS

L-4

COPYRIGHTED MATERIAL

g:\dgn\98\98011\c040ldsdet.dgn Nov. 09, 1999 14:29:21

5147669
Page: 1 of 55
11/22/2000 02:31P
Peggy M. Haines - Washtenaw Co. DMR L-3981 P-87

117
(55)

MASTER DEED
CRYSTAL POND CONDOMINIUMS

This Master Deed is made and executed on this 22nd day of November, 2000, by Crystal Pond, Inc., a Michigan corporation, hereinafter referred to as "Developer", whose post office address is 3220 Coolidge, Berkley, Michigan 48072, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Crystal Pond Condominiums as a Condominium Project under the Act and does declare that Crystal Pond Condominiums (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

PT K-11-25-300-004 Tax Id.
PT K-11-25-300-005

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 24189 AW

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Crystal Pond Condominiums, Washtenaw County Condominium Subdivision Plan No. 348. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element or the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

A PARCEL OF LAND LOCATED IN THE SW ¼ OF SECTION 25, T.3S., R.7E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN BEING FURTHER DESCRIBED AS FOLLOWS;

COMMENCING AT THE S.W. ¼ CORNER OF SAID SECTION 25; THENCE N00° 52' 19"W, 829.16 FEET AND N89° 07' 41"E, 60.00 TO THE POINT OF BEGINNING; THENCE CONTINUING N89° 07' 41"E, 169.68 FEET; THENCE N61° 15' 45"E, 304.23 FEET; THENCE N00° 00' 00"E 7.67 FEET; THENCE N90° 00' 00"W, 390.03; THENCE N00° 00' 00"E, 319.74; THENCE N90° 00' 00"E, 290.03 FEET; THENCE N00° 00' 00"E, 81.77 THENCE S 89° 07' 41"W, 344.88 FEET; THENCE N00° 52' 19"W, 100.18 FEET; THENCE N86° 51' 39"E, 513.13 FEET; THENCE S00° 00' 00"E, 479.39 FEET; THENCE S28° 44' 15"E, 14.55 FEET; THENCE N61° 15' 45"E, 142.54 FEET; S75° 53' 40"E, 321.14 FEET; THENCE S00° 00' 00"E, 122.34 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD OF S23° 53' 21"E 40.50 FEET, A RADIUS OF 50.00 FEET, AN ANGLE OF 047° 46' 42", AND A LENGTH OF 41.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD OF S77° 13' 21"W 122.87 FEET, A RADIUS OF 75.00 FEET, AN ANGLE OF 250° 00' 07", AND A LENGTH OF 327.25 FEET; THENCE N88° 06' 00"E, 49.11 FEET; THENCE S01° 54' 00"W, 101.37; THENCE N88° 06' 00"W, 118.00 FEET; THENCE N01° 54' 00"E, 117.71 FEET; THENCE S88° 06' 00"E, 175.57 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CHORD OF N42° 38' 00"E 16.51 FEET, A RADIUS OF

75.00 FEET, AN ANGLE OF 102° 38' 10", AND A LENGTH OF 16.54 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CHORD OF N24° 28' 33"E 41.43 FEET, A RADIUS OF 50.00 FEET, AN ANGLE OF 048° 57' 05", AND A LENGTH OF 42.72 FEET; THENCE N00° 00' 00"E, 58.14 FEET; THENCE N73° 39' 06"W, 178.40 FEET; THENCE S83° 28' 46"W, 129.80 FEET; THENCE S 61° 15' 45"W, 520.51 FEET; THENCE S89° 07' 41"W, 121.67 FEET; THENCE N00° 52' 19"W 100.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS AN AREA OF 7.220 ACRES MORE OR LESS.

Excepting therefrom any portion deeded, taken or used for public road purposes, and subject to all easements and restrictions of record and all governmental limitations

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Crystal Pond Condominiums Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Crystal Pond Condominiums as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. **Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. **Association.** "Association" means Crystal Pond Condominiums Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3. **Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. **Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. **Condominium Documents.** "Condominium Documents" means and includes

this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. **Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Crystal Pond Condominiums as described above.

Section 7. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Crystal Pond Condominiums, a Condominium Project established in conformity with the provisions of the Act.

Section 8. **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. **Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe Crystal Pond Condominiums as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. **Construction and Sales Period.** "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units.

Section 11. **Co-owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project and shall include a Land Contract Vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. **Developer.** "Developer" means Crystal Pond, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. **First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance or (c) mandatorily after 75% of all Units which may be created are sold, whichever first occurs.

Section 14. **Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

Section 15. **Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Crystal Pond Condominiums, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. **General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in Article II hereof, including roads, parking and sidewalks, if any, not identified as Limited Common Elements.

(b) **Electrical.** The electrical transmission system throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.

(c) **Telephone.** The telephone system throughout the Project up to the point of entry to each Unit.

(d) **Gas.** The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.

(e) **Water.** The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project, including that

contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(g) **Telecommunications.** The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

(h) **Construction.** Foundations, supporting columns, Unit perimeter walls (excluding windows and doors therein), roofs, ceilings, floor construction between Unit levels and chimneys.

(i) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. **Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Patios.** Each individual patio (including all permitted improvements constructed within patio areas) in the Project is restricted in use to the Co-owner of the Unit which opens into such patio as shown on Exhibit B hereto.

(b) **Porches.** Each individual porch in the Project is restricted in use to the Co-owner of the Unit which opens into such porch as shown on Exhibit B hereto.

(c) **Garages and Driveways.** Each garage and adjacent driveway shall be appurtenant as a Limited Common Element to the Unit to which the garage and driveway corresponds as shown on Exhibit B hereto.

(d) **Garage Doors and Openers.** The garage door and electric garage door opener for each garage having the same shall be limited in use to the Co-owner of the Unit to which such garage is appurtenant as a Limited Common Element.

(e) **Air-Conditioner Compressors.** Each air-conditioner compressor, if any, located outside any building shall be limited in use to the Co-owner of the Unit which such compressor services.

(f) **Interior Surfaces.** The interior surfaces of Unit perimeter walls, ceiling and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(g) **Windows and Doors.** Windows and doors shall be appurtenant as Limited Common Elements to the Units which they service.

Section 3. **Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Garage Doors and Openers.** The costs of maintenance, repair and replacement of each garage door and electric garage door opener referred to in Section 2(d) above shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.

(b) **Air-Conditioner Compressors.** The costs of maintenance, repair and replacement of each air-conditioner compressor, if any, referred to in Section 2(e) above shall be borne by the Co-owner of the Unit to which such air-conditioner compressor is appurtenant.

(c) **Windows and Doors.** The costs of maintenance, repair and replacement of all windows and doors referred to in Section 2(g) above shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant.

(d) **Interior Maintenance.** The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of the interiors of garages referred to in Section 2(c) above and all surfaces referred to in Section 2(f) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(e) **Patios.** The costs of maintenance, repair and replacement of each patio (including all permitted improvements located within patio areas) referred to in Article IV, Section 2(a) above shall be borne by the Co-owner of the Unit to which it relates. The Association shall be responsible for mowing any unenclosed area which consists mainly of lawn.

(f) **Other.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. **Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Crystal Pond Condominiums, and attached hereto as Exhibit B. Each Unit shall include: (1) With respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis of comparative characteristics of the Units and concluding that there are not material differences among them insofar as the allocation of the Percentages of Value is concerned. The total value of the Project is precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VI

EXPANSION OF CONDOMINIUM

Section 1. **Area of Future Development.** The Condominium Project established pursuant to the initial Master Deed of Crystal Pond Condominiums and consisting of 9 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 101 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

A PARCEL OF LAND LOCATED IN THE S.W. ¼ OF SECTION 25, T.3S., R.7E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN BEING FURTHER DESCRIBED AS FOLLOWS;

BEGINNING AT THE S.W. ¼ CORNER OF SAID SECTION 25; THENCE N00° 52' 19"W 729.16 FEET; THENCE N89° 07' 41"E, 181.67 FEET; THENCE N61° 15' 45"E, 520.51 FEET; THENCE N83° 28' 46"E, 129.80 FEET; THENCE S73° 39' 06"E, 178.40 FEET; THENCE S00° 00' 00"E, 58.14 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD OF S24° 28' 33"W 41.43 FEET, A LENGTH OF 42.72 FEET, A RAIDIUS OF 50.00 FEET, AND AN ANGLE OF 048° 57' 05"; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF S42° 38' 00"W 16.51 FEET,

A LENGTH OF 16.54 FEET, A RADIUS OF 75.00 FEET, AND AN ANGLE OF 102° 38' 10"; THENCE N88° 06' 00"W, 175.57 FEET; THENCE S01° 54' 00"W, 117.71 FEET; THENCE S88° 06' 00"E, 118.00 FEET; THENCE N01° 54' 00"W, 101.37 FEET; THENCE S88° 06' 00"E, 49.11 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF N77° 13' 21"E 122.87 FEET, A LENGTH OF 327.25 FEET, A RADIUS OF 75.00 FEET, AND AN ANGLE OF 250° 00' 07"; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD OF N23° 53' 21"W 40.50 FEET, A LENGTH OF 41.69 FEET, A RADIUS OF 50.00 FEET, AND AN ANGLE OF 047° 46' 42"; THENCE N00° 00' 00"E, 122.34 FEET; THENCE N75° 53' 40"W, 321.14 FEET; THENCE S61° 15' 45"W, 142.54 FEET; THENCE N28° 44' 15"W, 14.55 FEET; THENCE N00° 00' 00"E, 479.39 FEET; THENCE S86° 51' 39"W, 513.13 FEET; THENCE S00° 52' 19"E, 100.18 FEET; THENCE N89° 07' 41"E, 344.88 FEET; THENCE S00° 00' 00"E, 81.77 FEET; THENCE N90° 00' 00"W, 290.03 FEET; THENCE S00° 00' 00"E, 319.74 FEET; THENCE N90° 00' 00"E, 390.03 FEET; THENCE S00° 00' 00"E, 7.67 FEET; THENCE S61° 15' 45"W, 304.17 FEET; THENCE S89° 07' 41"W, 229.68 FEET; THENCE N00° 52' 19"W, 796.47 FEET; THENCE N87° 30' 03"E, 1309.27 FEET; THENCE S00° 53' 53"E, 1637.72 FEET; THENCE S88° 02' 17"W, 1309.73 FEET; THENCE S00° 53' 53"E, 1637.72; THENCE S88° 02' 17"W, 1309.73 FEET TO THE POINT O F BEGINNING.

THE ABOVE PARCEL CONTAINS 41.680 ACRES MORE OR LESS.

(hereinafter referred to as "area of future development")

Section 2. **Increase in Number of Units.** Therefore any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units as may be constructed thereon shall be determined by Developer in its sole discretion subject only to approval by Ypsilanti Township. All such improvements shall be reasonably compatible with existing structures in the Project, as determined by Developer in its sole discretion. No Unit shall be added to the Project that is not restricted exclusively to residential use.

Section 3. **Expansion Not Mandatory.** Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said area of future development as rental development, a separate condominium project or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

Section 4. **Amendment of Master Deed and Modification of Percentages of Value.** Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project.

Section 5. **Redefinition of Common Elements.** Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional Villageel or Villageels being added to the Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development, and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and sidewalks located in the Project.

Section 6. **Consolidating Master Deed.** A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 7. **Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

5147089
Page: 11 of 55
11/22/2000 02:31P
Peggy M. Haines - Washtenaw Co. Cnr L-3981 P-67

ARTICLE VII

CONVERTIBLE AREAS

Section 1. **Designation of Convertible Areas.** Each Unit and all General and Limited Common Elements in the Project are Convertible Areas within which the individual Units may be relocated, expanded and/or reduced in size, and General Common Elements and Limited Common Elements may be expanded, reduced, constructed and/or relocated.

Section 2. **Developer's Rights.** Developer reserves the right, in its sole discretion, during a period ending no later than 6 years from the date of recording this Master Deed, to relocate, expand and/or reduce the size of individual Units, to expand, reduce, construct and/or relocate General and Limited Common Elements within the Convertible Areas.

Section 3. **Compatibility of Improvements.** All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on the other portion of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

Section 4. **Amendment of Master Deed.** Modifications within this Condominium Project shall be given effect by an appropriate amendment to the Master Deed in the manner provided by law, which amendment shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendment. In connection with such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 5. **Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VIII

EASEMENTS

Section 1. **Easement for Maintenance of Encroachments and Utilities.** In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. **Easements Retained by Developer.**

(a) **Roadway Easements.** Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI (including any other contiguous land the Developer hereinafter acquires) or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the Parcel described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VI whose closest means of access to a public road is over such road.

(b) **Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI (including any other contiguous land the Developer hereinafter acquires) or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, storm retention areas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utililization, tapping, tying-in, extension or enlargement.

(c) **Sign Easements.** Beginning at the end of the Development and Sale Period and extending for a period of 1 year thereafter, the Developer reserves for the benefit of itself, its successors and assigns, a easement to construct and maintain on the Project entrance a sign

advertising the Developer's new location. Said sign shall be no larger than 8 feet by 8 feet and shall be maintained by the Developer. Developer also reserves an easement over the Project entrance for the purpose of maintaining a sign advertising the future development of the Project.

(d) **Model Easements.** The Developer reserves right to at all times use the model Units in the Condominium Project to market other projects developed by the Developer, its successors and assigns.

Section 3. **Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

Section 5. **Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. **Crystal Pond Condominiums Development Agreement.** Crystal Pond Condominiums is subject to a certain Development Agreement executed by the Developer and Ypsilanti Township. While it is impossible to paraphrase the entire Development Agreement without risking a significant omission, each owner should be aware that the Development Agreement imposes certain obligation on the Co-owners of this Condominium Project, including, but not limited

to the maintenance, repair, and replacement of all sidewalks, bike paths, and nature trails installed anywhere within the Common Elements of the Condominium Project. The Crystal Pond Condominium Association shall be required to insure access to the public to all open space areas of this Condominium Project. While the public has an easement to access all open space areas of this Condominium Project, such areas shall remain Common Elements of Crystal Pond Condominiums and shall be maintained and administered by the Crystal Pond Condominiums Association in accordance with the provisions of this Master Deed.

ARTICLE IX

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of 66-2/3% of the Co-owners except as hereinafter set forth:

Section 1. **Co-owner Consent.** No Unit dimension may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. **By Developer.** Prior to 1 year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 3. **Change in Value of Vote, Maintenance Fee and Percentages of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6(c) of the Bylaws and except as provided in Article V, Article VI and Article VII hereof.

Section 4. **Mortgagee Approval.** Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee unless the Amendment would materially alter or change the rights of a mortgagee, in which event 66-2/3% of the mortgagees shall approve such Amendment, giving one vote for each mortgage held.

Section 5. **Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners.

Section 6. **Developer Approval.** This Master Deed shall not be amended nor shall the provisions thereof be modified without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project or possibility of construction of Units on the land described in Article VI hereof. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

ARTICLE X

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Washtenaw County Register of Deeds.

WITNESSES:

KEITH A. DUTTON

George E Tilt

CRYSTAL POND, INC., a
a Michigan corporation

By: Robert P. George

5147089
Page: 16 of 55
11/22/2000 02:31P
Peggy M. Haines - Washtenaw Co. DMR
L-3981 P-67

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this 22nd day of November, 2000, by Robert P. George, the President of Crystal Pond, Inc., a Michigan corporation, on behalf it.

KEITH A DUTTON
NOTARY PUBLIC STATE OF MICHIGAN
WASHTENAW COUNTY
MY COMMISSION EXP. JUNE 17,2001

Notary Public
County, Michigan
My Commission Expires: 2001

Master Deed drafted by:

Mark J. Abdo
Attorney at Law
42550 Garfield Road
Suite 104A
Clinton Township, Michigan 48038

When recorded, return to drafter

5147699
Page: 17 of 55
11/22/2000 02:31P
Peggy M. Haines - Washtenaw Co. DMA L-3981 P-67

EXHIBIT A

BYLAWS

CRYSTAL POND CONDOMINIUMS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Crystal Pond Condominiums, a residential Condominium Project located in Ypsilanti Township, Washtenaw. County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

Section 1. **Assessments Against Units and Co-owners.** All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Owners thereof in accordance with the following provisions.

Section 2. **Assessments for Common Elements.** All costs incurred by the Association in satisfaction of any liability arising with, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration

of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipt affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 3. **Determination of Assessments.** Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding $1,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding $1,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, (3) assessments to

purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

(c) **Limitations on Assessments for Litigation.** The Board of Directors shall not have authority under this Article II, Section 2, or any other provision of these Bylaws or the Master Deed, to levy any assessment, or to incur any expense or legal fees with respect to any litigation, without the prior approval, by affirmative vote, of not less than 66-2/3% of all Co-owners in value and in number. This section shall not apply to any litigation commenced by the Association to enforce collection of delinquent assessments pursuant to Article II, Section 6 of these Bylaws. In no event shall the Developer be liable for, nor shall any Unit owned by the Developer be subject to any lien for, any assessment levied to fund the cost of asserting any claim against Developer whether by arbitration, judicial proceeding, or otherwise.

Section 4. **Apportionment of Assessments and Penalty for Default.** Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge of 1% per month shall be assessed automatically by the Association upon any assessments in default for five or more days until installment together with the applicable late charges is paid in full. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. **Waiver of Use or Abandonment of Unit.** No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 6. **Enforcement.**

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of subject Unit.

(c) **Notices of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth

(i), the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co- owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 7. **Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 8. **Developer's Responsibility for Assessments.** The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the monthly Association assessment, except with respect to completed and occupied Units that it owns. A completed Unit is one with respect to which a certificate of occupancy has been issued. An occupied Unit in one which is occupied as a residence. Developer shall independently pay all direct costs of maintaining completed Units for which it is not required to pay regular maintenance assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 9. **Property Taxes and Special Assessments.** All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. **Personal Property Tax Assessment of Association Property.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the

Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 11. **Mechanic's Lien.** A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 12. **Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied, provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

Section 1. **Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. **Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. **Election of Remedies.** Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties

from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. **Extent of Coverage.** The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of the Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) **Insurance of Common Elements and Fixtures.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted

meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual reevaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the local unit of government in which this Project is located (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) **Premium Expenses.** All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear, provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

Section 2. **Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. **Determination to Reconstruct or Repair.** If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) **Partial Damage.** If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) **Total Destruction.** If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within 90 days after the destruction.

Section 2. **Repair in Accordance with Plans and Specifications.** Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. **Co-owner Responsibility for Repair.**

(a) **Definition of Co-owner Responsibility.** If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with subsection (b) hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

(b) **Damage to Interior of Unit.** Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's Unit or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. **Association Responsibility for Repair.** Except as provided in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 5. **Timely Reconstruction and Repair.** If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within 6 months after the date of the occurrence which caused damage to the property.

Section 6. **Eminent Domain.** Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit.** In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) **Taking of Common Elements.** If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or

specific approval thereof by any Co-owner.

(d) **Notification of Mortgagees.** In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. **Notification of FHLMC.** In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium, if the loss or taking exceeds $10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds $1,000.

Section 8. **Priority of Mortgagee Interests.** Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. **Residential Use.** No Unit in the Condominium shall be used for other than single-family residence purposes.

Section 2. **Leasing and Rental.**

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any

number of Units in the Condominium in its discretion without approval by the Association.

(b) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of the Unit and at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants or nonco-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the

Exhibit C

Final Site Plan

[SEE ATTACHED]

SITE PLANS FOR

CRYSTAL POND CONDOMINIUMS

A RESIDENTIAL DEVELOPMENT

SECTION 25, T 3 SOUTH, R 7 EAST,
YPSILANTI TOWNSHIP,
WASHTENAW COUNTY, MICHIGAN

LEGAL DESCRIPTION

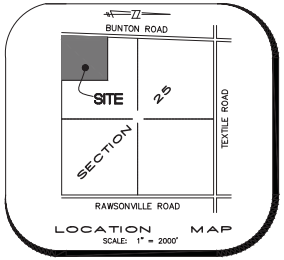
PART OF SOUTHWEST ¼ OF SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS, BEGINNING AT THE SOUTHWEST CORNER OF SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST; THENCE ALONG THE WEST LINE OF SECTION 25, N00°52'19"W, 1625.63 FEET; THENCE N87°30'30"E 1309.27 FEET; THENCE ALONG THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 25, S00°53'53"E, 1637.72 FEET; THENCE ALONG THE SOUTH LINE OF SECTION 25, S88°02'17"W, 1309.73 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS AN AREA OF 49.037 ACRES.
SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF USED, TAKEN OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BENCHMARKS

1. ARROW ON HYDRANT ON THE WEST SIDE OF BUNTON ROAD, SOUTH OF THE KOA ENTRANCE 122' SOUTH OF THE NORTH WEST PROPERTY CORNER ELV.708.30 NAVD88 DATUM
2. ARROW ON HYDRANT ON THE WEST SIDE OF BUNTON ROAD, SOUTH OF WOODLAND CT., 731' SOUTH OF THE NORTH WEST PROPERTY CORNER ELV.707.03 NAVD88 DATUM



SHEET INDEX

1. COVER SHEET
2. SITE PLAN
3. PAVEMENT REPAIR PLAN
4. EASEMENT PLAN

LANDSCAPE PLANS
L-1 LANDSCAPE PLAN
L-2 LANDSCAPE DETAILS

PROJECT NARRATIVE

This site was granted approval for 101 units on February 1, 2000, of which 20 units have been built. The Site Plan presented here proposes to reduce the total number of units to 90. In addition to reducing the number of units by 11, the developer is proposing to finish the community by providing pavement repairs, pavement top coat, preparation and dedication of sanitary sewer easements, water main easements, Bunton Road right-of-way dedication, field survey of existing utilities and preparation of as-built drawings for use by Ypsilanti Township and YUCA.

LANDSCAPE PLANS PREPARED BY:
ALLEN DESIGN, LLC
LANDSCAPE ARCHITECTURE
557 CARPENTER
NORTHVILLE, MICHIGAN 48167
PHONE: 248.467.4668

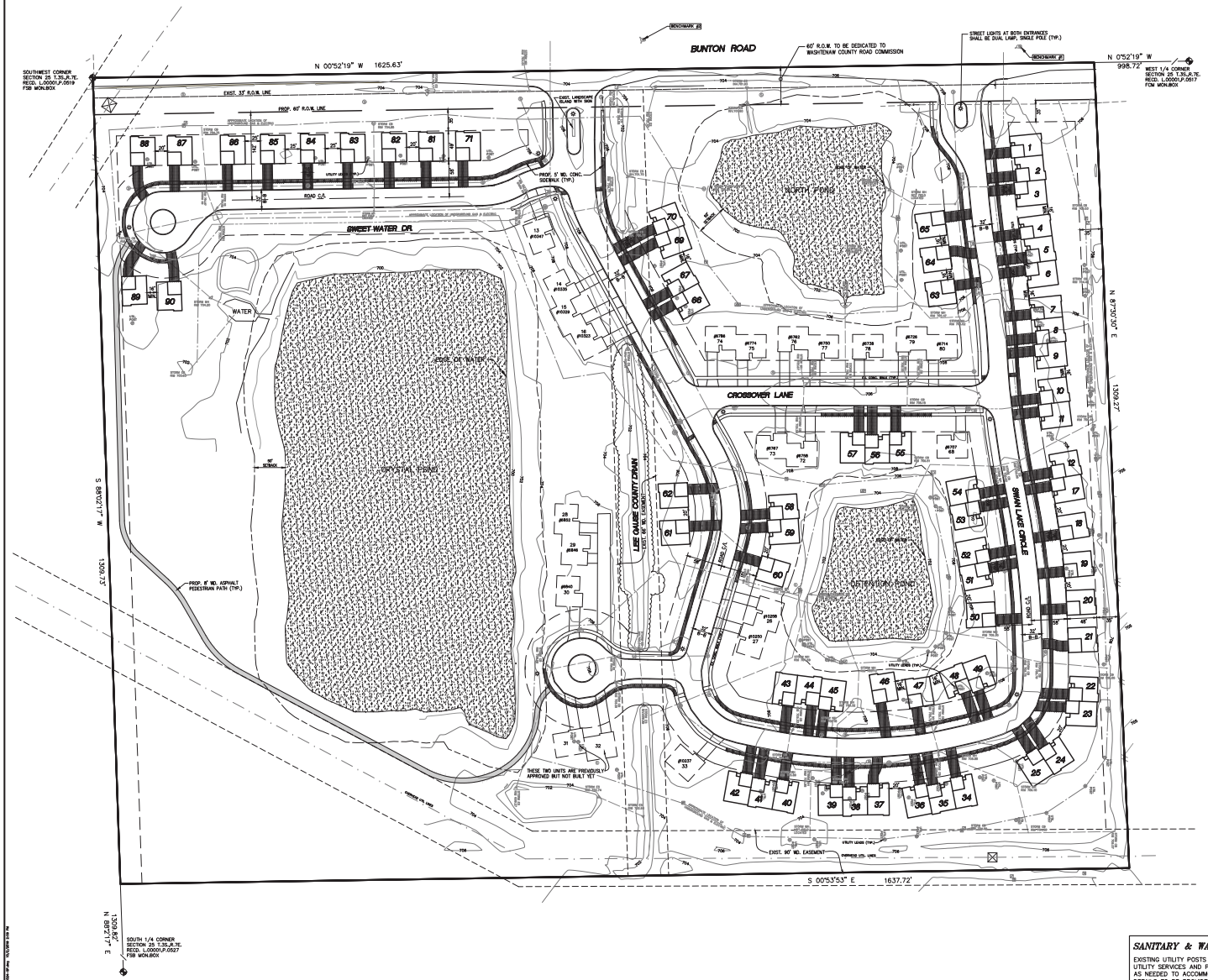
PROPERTY BOUNDARY & TOPO INFORMATION
AMBIT LAND SURVEYORS, INC.
691 WING STREET
PLYMOUTH, MICHIGAN 48170
PHONE: 734.455.5501

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331

PREPARED FOR:
DIVERSE REAL ESTATE LLC
13001 23 MILE ROAD
SHELBY TWP.,MI 48315
PHONE: 248.697.6663
AUTHORIZED REPRESENTATIVE:
COSIMO LOMBARDO

REVISIONS			ENGINEER'S SEAL
NO.	ITEM	DATE	

DATE: 8-17-19 | DESIGNED BY: A.A. | CHECKED BY: P.K. | JOB NUMBER: 18-024 | DRAWING FILE: 1-18024-CV



PROP. CONCRETE
PROP. ASPHALT PATH
PROP. STREET LIGHT (STD. DTE)

SCALE
80 0 40 80 160 320
(IN FEET)
Scale: 1 inch = 80 ft.

BENCHMARKS

1. ARROW ON HYDRANT ON THE WEST SIDE OF BUNTON ROAD, SOUTH OF THE KOA ENTRANCE 122' SOUTH OF THE NORTH WEST PROPERTY CORNER ELV.708.30 NAVD88 DATUM
2. ARROW ON HYDRANT ON THE WEST SIDE OF BUNTON ROAD, SOUTH OF WOODLAND CT., 731' SOUTH OF THE NORTH WEST PROPERTY CORNER ELV.707.03 NAVD88 DATUM

LEGEND

EXISTING

- EX. PAVEMENT (ASPHALT)
- EX. SIDE WALK (CONCRETE)
- CONCRETE CURB AND GUTTER
- STORM SEWER
- SANITARY SEWER
- WATER MAIN
- UNDERGROUND GAS / ELECTRIC
- MANHOLE
- CATCH BASIN W/STREAM GUARD
- END SECTION
- GATE VALVE
- HYDRANT
- 1000 CONTOURS
- 1000.0 SPOT ELEVATION

NOTES

1. REFUSE PICKED UP BY PRIVATE CONTRACT WEEKLY. CURB REFUSE STORAGE BY INTERNAL PORTABLE CONTAINERS
2. ATTACHED UNITS TO BE SEPARATED BY TWO HOUR RATED FIRE WALL NO.346
3. NO FENCING OF ANY TYPE IS ALLOWED WITHIN ANY UNIT, EXCEPT THAT A MAXIMUM SIX (6) FEET HIGH WHITE VINYL PRIVACY FENCE, NOT EXCEEDING TWELVE (12) FEET IN LENGTH, MAY BE INSTALLED IN THE REAR YARD OF EACH ATTACHED UNIT IN LINE WITH SHARED UNIT WALLS ONLY.
4. SEE (SHEET 3) PAVEMENT REPAIR PLAN FOR DESIGNATION OF RESPONSIBILITY FOR SIDEWALK CONSTRUCTION.
5. PAYMENT WILL BE MADE IN LIEW OF PATHWAY CONSTRUCTION ALONG BUNTON ROAD.
6. EXISTING SANITARY LEADS & WATER SERVICES ARE TO BE USED TO SERVICE PROPOSED UNITS, WHERE POSSIBLE.
7. DECKS/PATIOS ON THE REAR OF EACH UNIT SHALL NOT EXCEED 12' DEEP.
8. ☼ = PROPOSED STREET LIGHTS. (DTE PUBLIC STREET LIGHTING).
9. ON-STREET PARKING WILL BE ALLOWED IN EXISTING ROADWAYS.
10. ALL INTERNAL ROADS TO BE PRIVATE.

DENSITY CALCULATION PER SECTION XX

GROSS AREA 49.037 AC.

NET AREA 37.82 AC (GROSS AREA LESS EXIST ROW AND SURFACE AREA OF LAKES).

MAX. ALLOWABLE DWELLING UNITS/ GROSS AC = 5.4

PROPOSED NUMBER OF DWELLING UNITS = 90 UNITS.

MIN. REQUIRED OPEN SPACE 15 % OF HORIZONTAL DEVELOPMENT AREA
PROPOSED AREA OF OPEN SPACE = 15.25 AC

SITE DATA

GROSS AREA = 49.037 AC
CURRENT ZONING: R-4

SETBACKS:(PER ARTICLE XX)
MIN FRONT= 25'
MIN REAR= 35'
MIN SIDE= 5', TOTAL OF TWO= 16' (TO SIDE LOT LINES)

(EXCEPT WHERE NOTED AS 16 FEET, PROPOSED MINIMUM SETBACKS BETWEEN BUILDINGS ARE 20 FEET).

PARKING MIN 2 SPACES PER UNIT REQUIRED
PROPOSED 2 SPACES MIN./UNIT INCLUDING 1 SPACE IN GARAGE

SANITARY & WATER SERVICES NOTE:

EXISTING UTILITY POSTS FALL WITHIN SOME UNITS. UTILITY SERVICES AND POSTS SHALL BE RELOCATED AS NEEDED TO ACCOMMODATE UNIT LAYOUT AS SHOWN. DETAILS TO BE PROVIDED ON DETAILED ENGINEERING PLANS AND/OR PLOT PLANS.

CRYSTAL POND

SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TWP., WASHTINAW COUNTY, MICHIGAN

REVISIONS

NO.	ITEM	DATE
1.	REVISED PER OWNER	7-22-19
2.	REVISED PER OWNER	7-30-19
3.	REVISED PER OWNER	8-17-19
4.	REVISED PER TWP. REVIEW LETTER	9-24-19

UTILITY WARNING

UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

811 Know what's below. Call before you dig.

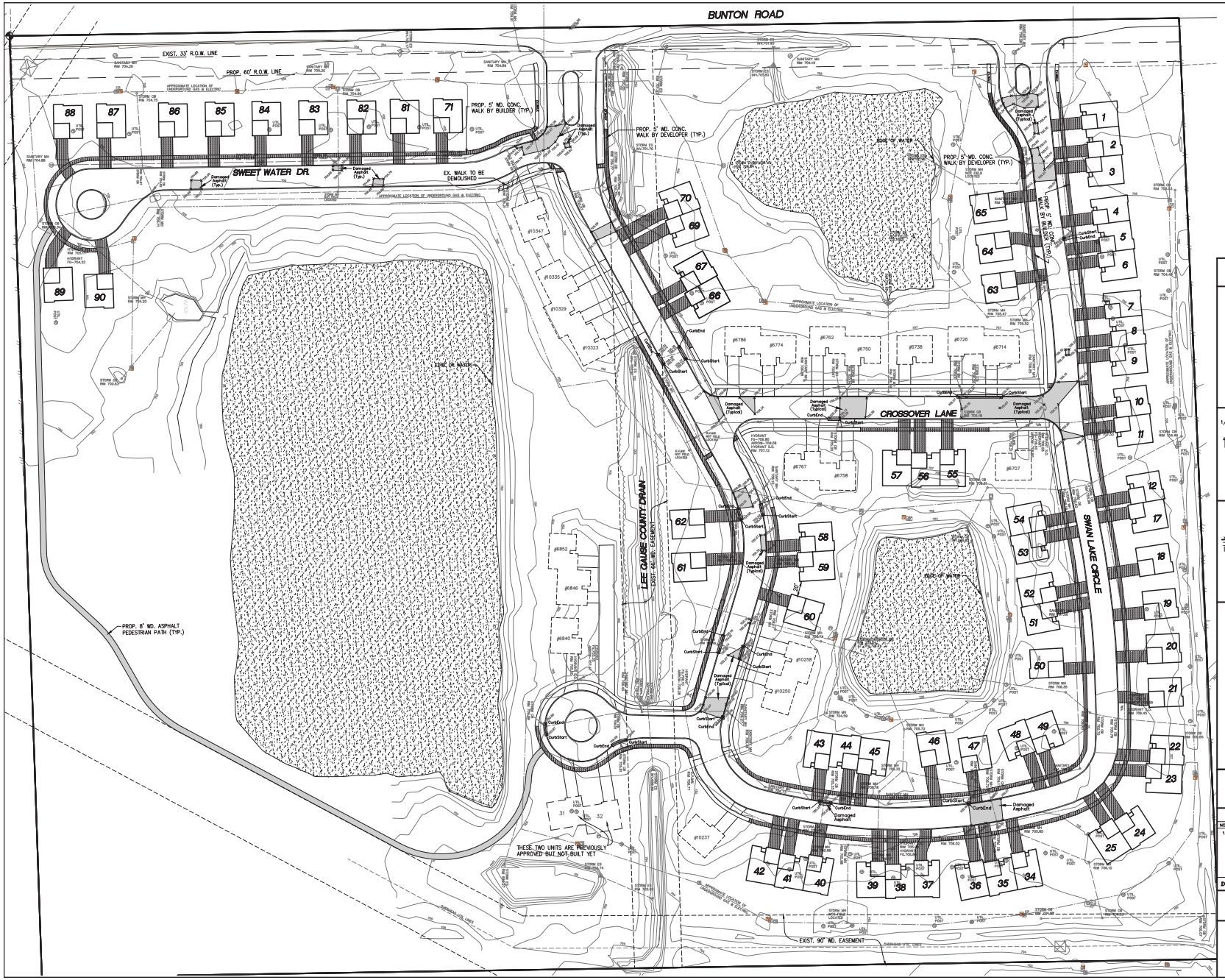
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

DATE: 8-17-19 | DESIGNED BY: A.A. | JOB NUMBER: 18-024
CHECKED BY: P.K. | DRAWING FILE: 1-18024-SP

SITE PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE ● SUITE 10 ● NORTHVILLE, MI ● 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET 2



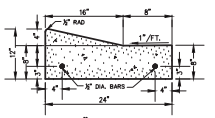
SCALE

40 0 30 60 120 240

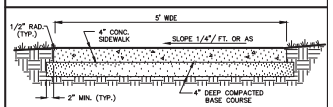
(IN FEET)

Scale: 1 inch = 60 ft.

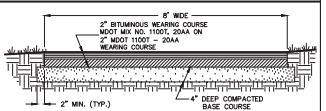
ALL PROPOSED CURB DROPS SHALL BE ADA COMPLIANT



4" MOUNTABLE CONCRETE CURB AND GUTTER



CONCRETE SIDEWALK DETAIL



ASPHALT PATHWAY DETAIL

LEGEND

- EX. ASPHALT PAVEMENT
- EX. CONC. WALK
- EX. CONC. WALK TO BE DEMOLISHED
- PROP. 5' WD. CONC. WALK BY BUILDER
- PROP. 5' WD. CONC. WALK BY DEVELOPER
- EX. CONC. CURB AND GUTTER
- EX. CONC. CURB TO BE REPLACED
- EX. PAVEMENT AREAS TO BE REPLACED WITH CROSS SECTION EQUAL TO OR GREATER THAN EXISTING.

CRYSTAL POND

SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TWP., WASHTENAW COUNTY, MICHIGAN

REVISIONS

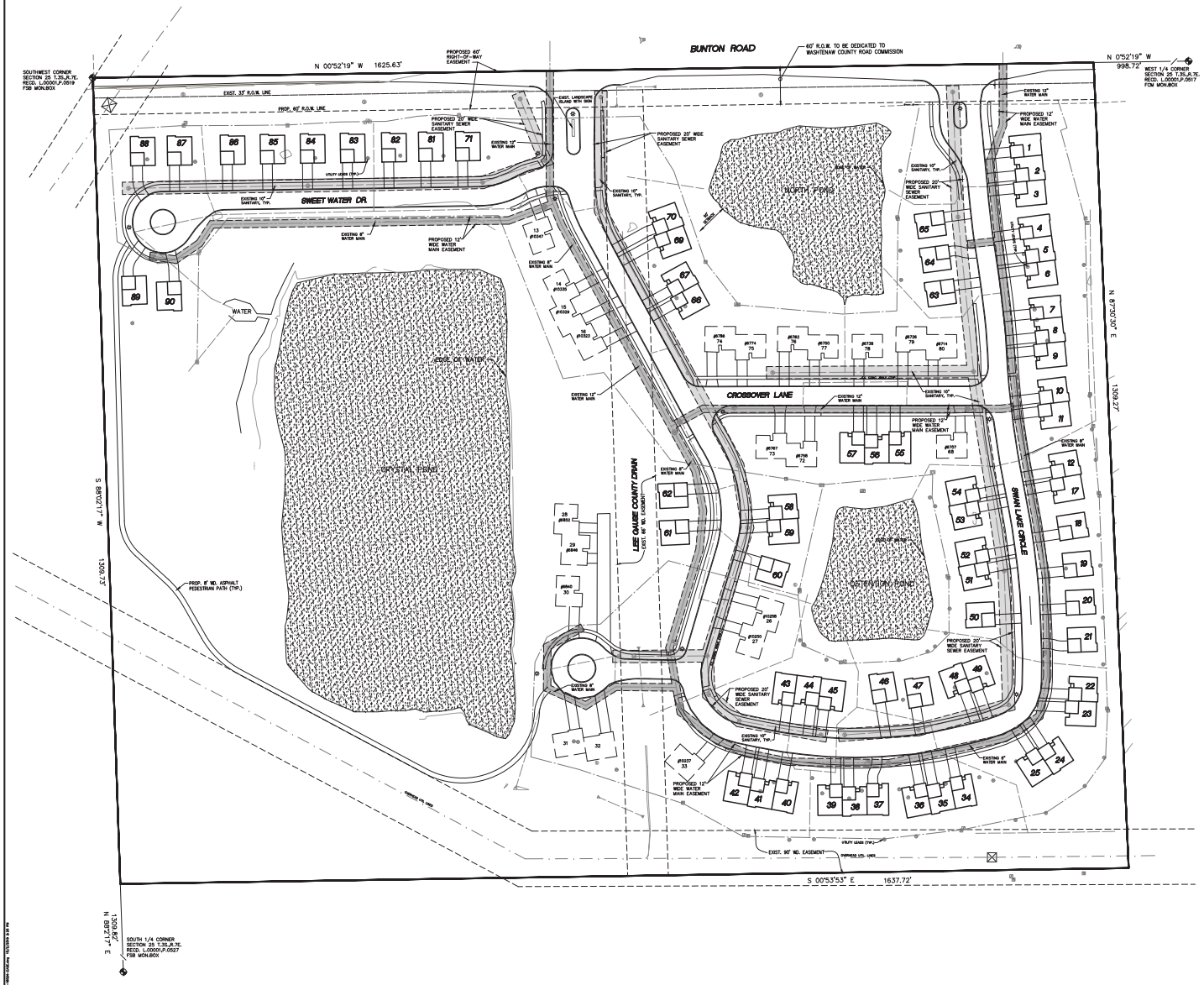
NO.	ITEM	DATE
1.	REVISED PER TWP. REVIEW LETTER	9-24-19

DATE: 8-29-19 | DESIGNED BY: A.A. | JOB NUMBER: 16-024
CHECKED BY: P.K. | DRAWING FILE: 9-16024-PVT

PAVEMENT REPAIR PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MI • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET 3



SCALE

80 0 40 80 160 320

(IN FEET)

Scale: 1 inch = 80 ft.

EASEMENT LEGEND

PROPOSED

PROPOSED 12' WIDE WATER MAIN EASEMENT

PROPOSED 20' WIDE SANITARY SEWER EASEMENT

LEGEND

EXISTING

EX. SIDE WALK (CONCRETE)
CONCRETE CURB AND GUTTER
STORM SEWER
SANITARY SEWER
WATER MAIN
UNDERGROUND GAS / ELECTRIC
MANHOLE
CATCH BASIN W/STREAM GUARD
END SECTION
GATE VALVE
HYDRANT
1000 CONTOURS
SPOT ELEVATION

CRYSTAL POND

SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TWP., WASHTINAW COUNTY, MICHIGAN

REVISIONS

NO.	ITEM	DATE
1.	REVISED PER OWNER	7-22-19
2.	REVISED PER OWNER	7-30-19
3.	REVISED PER OWNER	8-17-19
4.	REVISED PER TWP. REVIEW LETTER	9-24-19

UTILITY WARNING

UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

811 Know what's **below.** **Call** before you dig.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

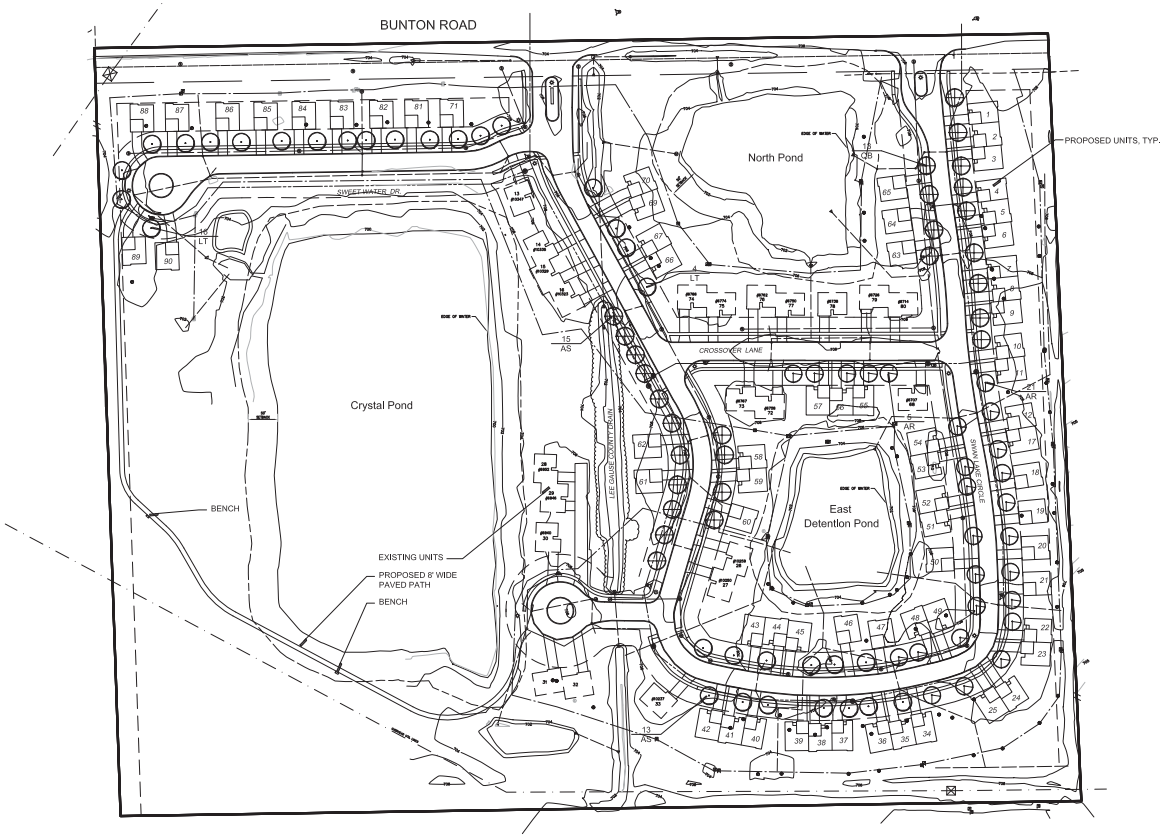
DATE: 8-17-19 | DESIGNED BY: A.A. | JOB NUMBER: 16-024 | CHECKED BY: P.K. | DRAWING FILE: 1-18024-SP

EASEMENT PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE ● SUITE 10 ● NORTHVILLE, MI ● 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET 4

ALLEN DESIGN
LAND PLANNING / LANDSCAPE ARCHITECTURE
557 CARPENTER • NORTHVILLE, MI 48167
248.467.4668 • Fax 248.349.0559
Email: jca@wideopenwest.com



Landscape Summary

Street Trees

Street Frontage	4,336 l.f.
Trees Required	87 Trees (4,336 / 50)
Trees Provided	87 Trees

Plant List

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	ROOT	COMMENTS
Street Trees							
AR	26	Acer r. 'October Glory'	October Glory Red Maple	2.5" cal.	as shown	B&B	Single straight trunk
AS	28	Acer s. 'Green Mountain'	Green Mountain Sugar Maple	2.5" cal.	as shown	B&B	Single straight trunk
LT	20	Liriodendron tulipfera	Tulip Tree	2.5" cal.	as shown	B&B	Single straight trunk
QB	13	Quercus bicolor	Swamp White Oak	2.5" cal.	as shown	B&B	Single straight trunk
	87	Trees Provided					

Park Bench

Quantity: 2 Benches
Manufacturer: DuMor
Model: 34-60D

Note:

Unit Landscaping Shall be the Responsibility of Unit Owners.

Seal:

Title:

Landscape Plan

Project:

Crystal Ponds
Ypsilanti Township, MI

Prepared for:

Diverse Real Estate LLC
13001 23 Mile, Suite 200
Shelby Township, Michigan 48315

Revision:	Issued:
Review	July 30, 2019
Revised	August 5, 2019
Revised	August 20, 2019
Revised	August 21, 2019
Revised	August 22, 2019
Revised	August 28, 2019
Revised	September 30, 2019
Revised	October 7, 2019

Job Number:
19-048

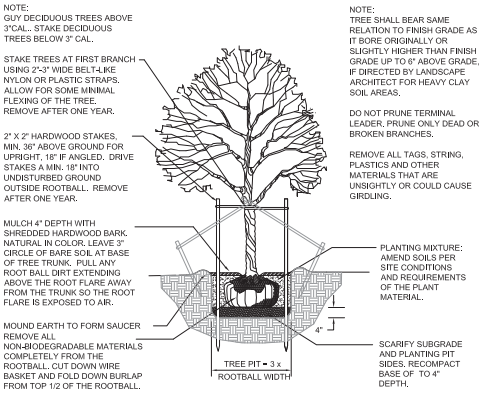
Drawn By:	Checked By:
jsg	jca

0' 25' 50' 100'
NORTH
1" = 100'

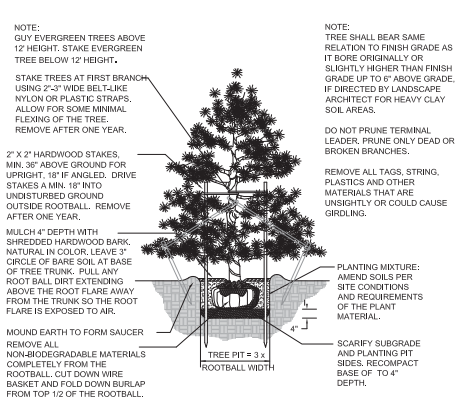
Know what's below. Call before you dig.

Sheet No.
L-1

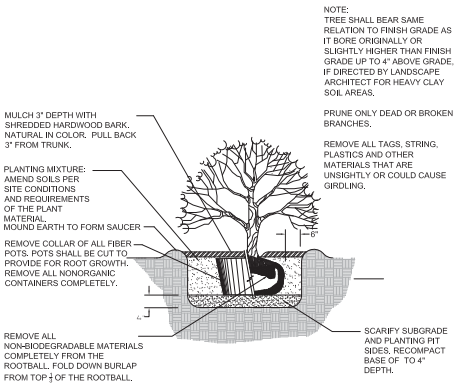
© 2019 Allen Design L.L.C.



DECIDUOUS TREE PLANTING DETAIL

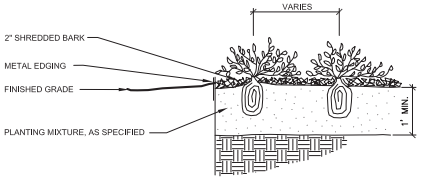


EVERGREEN TREE PLANTING DETAIL



SHRUB PLANTING DETAIL

NOT TO SCALE

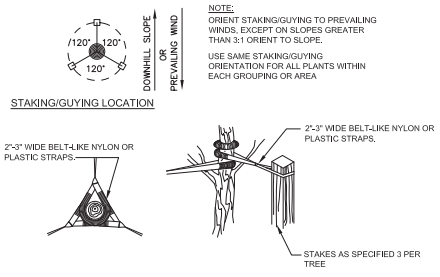


PERENNIAL PLANTING DETAIL

Not to scale

LANDSCAPE NOTES

1. All plants shall be north Midwest American region grown, No. 1 grade plant materials, and shall be true to name, free from physical damage and wind burn.
2. Plants shall be full, well-branched, and in healthy vigorous growing condition.
3. Plants shall be watered before and after planting is complete.
4. All trees must be staked, fertilized and mulched and shall be guaranteed to exhibit a normal growth cycle for one (1) full year following Township approval.
5. All material shall conform to the guidelines established in the most recent edition of the American Standard for Nursery Stock.
6. Provide clean backfill soil, using material stockpiled on site. Soil shall be screened and free of any debris, foreign material, and stone.
7. "Agriform" tabs or similar slow-release fertilizer shall be added to the planting pits before being backfilled.
8. Amended planting mix shall consist of 1/3 screened topsoil, 1/3 sand and 1/3 peat, mixed well and spread to the depth as indicated in planting details.
9. All plantings shall be mulched per planting details located on this sheet.
10. The Landscape Contractor shall be responsible for all work shown on the landscape drawings and specifications.
11. No substitutions or changes of location, or plant types shall be made without the approval of the Landscape Architect.
12. The Landscape Architect shall be notified of any discrepancies between the plans and field conditions prior to installation.
13. The Landscape Contractor shall be responsible for maintaining all plant material in a vertical condition throughout the guaranteed period.
14. The Landscape Architect shall have the right, at any stage of the Installation, to reject any work or material that does not meet the requirements of the plans and specifications, if requested by owner.
15. Contractor shall be responsible for checking plant quantities to ensure quantities on drawings and plant list are the same. In the event of a discrepancy, the quantities on the plans shall prevail.
16. The Landscape Contractor shall seed and mulch or sod (as indicated on plans) all areas disturbed during construction, throughout the contract limits.
17. A pre-emergent weed control agent, "Preen" or equal, shall be applied uniformly on top of all mulching in all planting beds.



TREE STAKING DETAIL

Not to scale

© 2019 Allen Design L.L.C.

ALLEN DESIGN
LAND PLANNING / LANDSCAPE ARCHITECTURE
557 CARPENTER • NORTHVILLE, MI 48167
248.467.4668 • Fax 248.349.0559
Email: jca@wideopenwest.com

Seal:

Title:

Landscape Details

Project:

Crystal Ponds
Ypsilanti Township, MI

Prepared for:

Diverse Real Estate LLC
13001 23 Mile, Suite 200
Shelby Township, Michigan 48315

Revision:	Issued:
Review	July 30, 2019
Revised	August 5, 2019
Revised	August 20, 2019
Revised	August 21, 2109
Revised	August 22, 2019
Revised	August 28, 2019
Revised	September 30, 2019
Revised	October 7, 2019

Job Number:

19-048

Drawn By:	Checked By:
jsg	jca

811 Know what's below. Call before you dig.

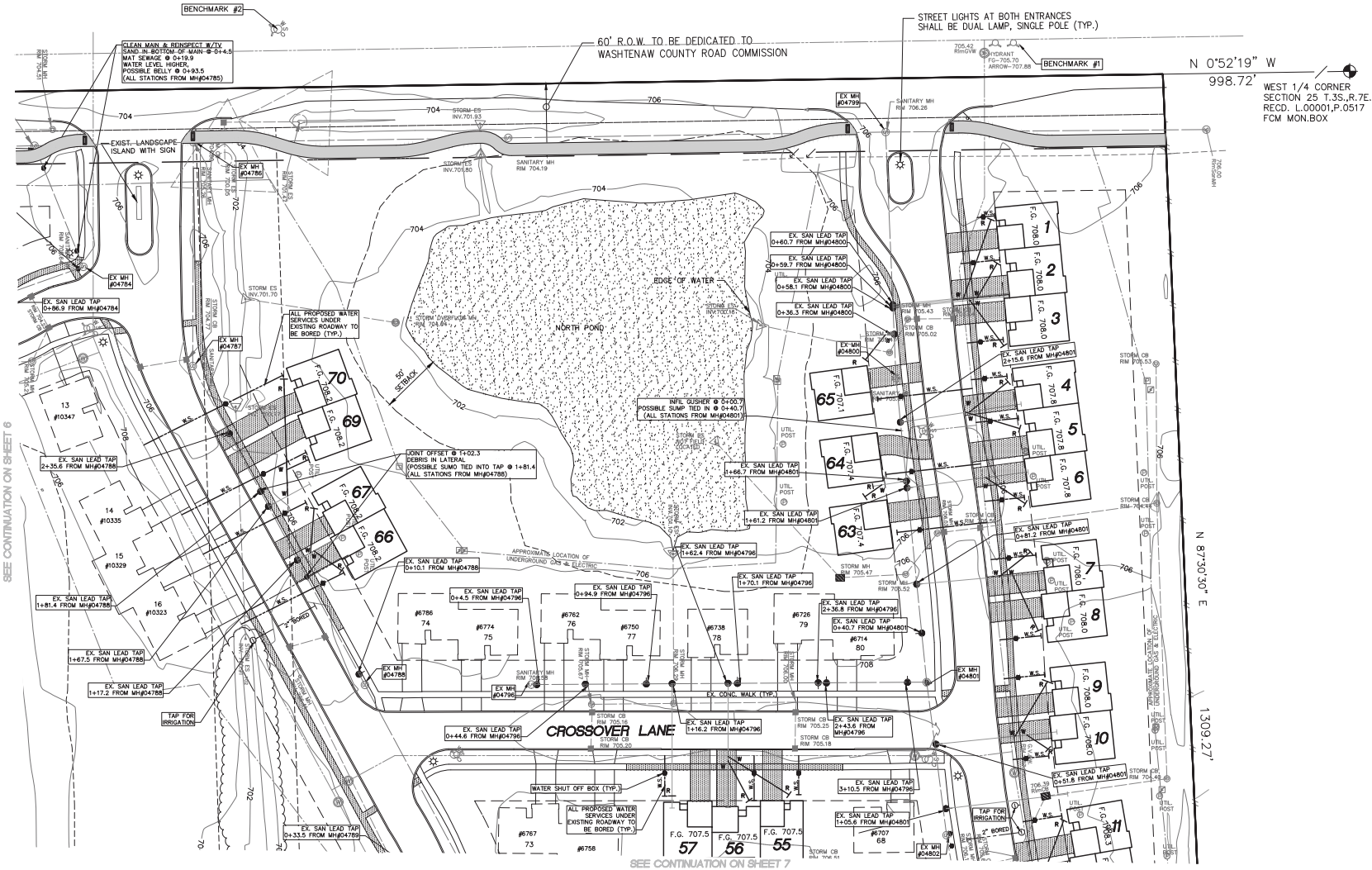
Sheet No.

L-2

Exhibit D

Demolition Plan

[SEE ATTACHED]



SCALE

40 0 20 40 80 160

(IN FEET)
Scale: 1 inch = 40 ft.

EXISTING TOPOGRAPHIC INFORMATION PROVIDED BY AMBIT LAND SURVEYORS

① - 1 ½ WATERMAIN TAP FOR IRRIGATION

NOTES

1.) EXISTING UTILITY LEAD LOCATIONS ARE APPROXIMATE AND ARE TO BE VERIFIED IN FIELD BY CONTRACTOR.

2.) PROPOSED SAN LEADS TO BE BUILT TO A POINT 5 FEET FROM PROPOSED FOUNDATION WITH INVERT AT 4.5 FEET BELOW FINISH GRADE.

LEGEND

EXISTING	PROPOSED	
		PAVEMENT (ASPHALT)
		SIDE WALK (CONCRETE)
		CONCRETE CURB AND GUTTER
		STORM SEWER
		SANITARY LEAD
		SANITARY SEWER
		WATER MAIN
		GAS/ELECTRIC
		MANHOLE
		CATCH BASIN
		CURB INLET W/SILT SAC
		END SECTION
		GATE VALVE
		HYDRANT
		FLOOD PLAIN
1000	1000	CONTOURS
1000.00 T/C	1000.00 T/C	SPOT ELEVATION
		SURFACE DRAINAGE
		OVERFLOW ROUTE
		TREE FENCE
		SILT FENCE
		LIMIT OF DISTURBANCE
		LOCATION OF EX. SAN. LEAD TAP (BASED ON PIPE LOGIX REPORT DATED 9-19-19)
		LOCATION OF EX. UTILITY POST (BASED ON AMBIT TOPO DATED 10-17-18)
	R	PROPOSED RISER
	W	PROPOSED WYE
	W.S.	WATER SERVICE
		REPLACE CASTING AND COVER

CRYSTAL POND

SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TWP., WASHTINAW COUNTY, MICHIGAN

REVISIONS

NO.	ITEM	DATE

UTILITY WARNING

UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

811 Know what's below. Call before you dig.

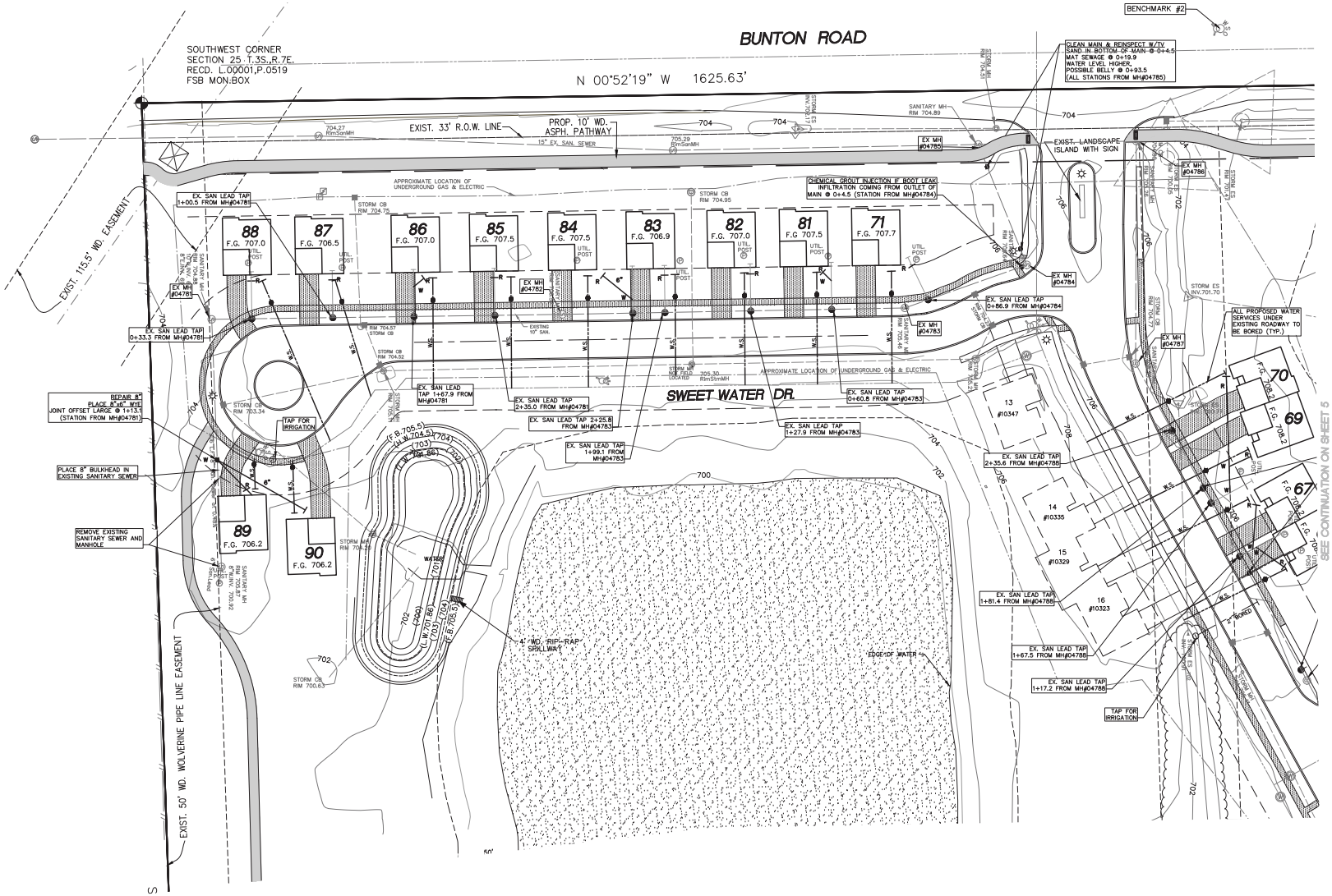
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

DATE: 12-8-19 | DESIGNED BY: A.A. | JOB NUMBER: 18-084
CHECKED BY: T.K. | DRAWING FILE: 1-18084-GR

UTILITY PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE ● SUITE 10 ● NORTHVILLE, MI ● 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET 5



SCALE

40 0 20 40 80 160

(IN FEET)
Scale: 1 inch = 40 ft.

EXISTING TOPOGRAPHIC INFORMATION PROVIDED BY AMBIT LAND SURVEYORS

① 1 ½ WATERMAIN TAP FOR IRRIGATION

NOTES

1.) EXISTING UTILITY LEAD LOCATIONS ARE APPROXIMATE AND ARE TO BE VERIFIED IN FIELD BY CONTRACTOR.

2.) PROPOSED SAN LEADS TO BE BUILT TO A POINT 5 FEET FROM PROPOSED FOUNDATION WITH INVERT AT 4.5 FEET BELOW FINISH GRADE.

LEGEND

EXISTING	PROPOSED	
		PAVEMENT (ASPHALT)
		SIDE WALK (CONCRETE)
		CONCRETE CURB AND GUTTER
		STORM SEWER
		SANITARY LEAD
		SANITARY SEWER
		WATER MAIN
		GAS/ELECTRIC
		MANHOLE
		CATCH BASIN
		CURB INLET W/SILT SAC
		END SECTION
		GATE VALVE
		HYDRANT
		FLOOD PLAIN
1000	1000	CONTOURS
1000.0	1000.00 TC	SPOT ELEVATION
		SURFACE DRAINAGE
		OVERFLOW ROUTE
		TREE FENCE
		SILT FENCE
		LIMIT OF DISTURBANCE
		LOCATION OF EX. SAN. LEAD TAP (BASED ON PIPE LOGIX REPORT DATED 9-19-19)
		LOCATION OF EX. UTILITY POST (BASED ON AMBIT TOPO DATED 10-17-18)
	R	PROPOSED RISER
	W	PROPOSED WYE
	W-S	WATER SERVICE
		REPLACE CASTING AND COVER

CRYSTAL POND

SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TWP., WASHTINAW COUNTY, MICHIGAN

REVISIONS

NO.	ITEM	DATE

UTILITY WARNING

UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

811 Know what's below. Call before you dig.

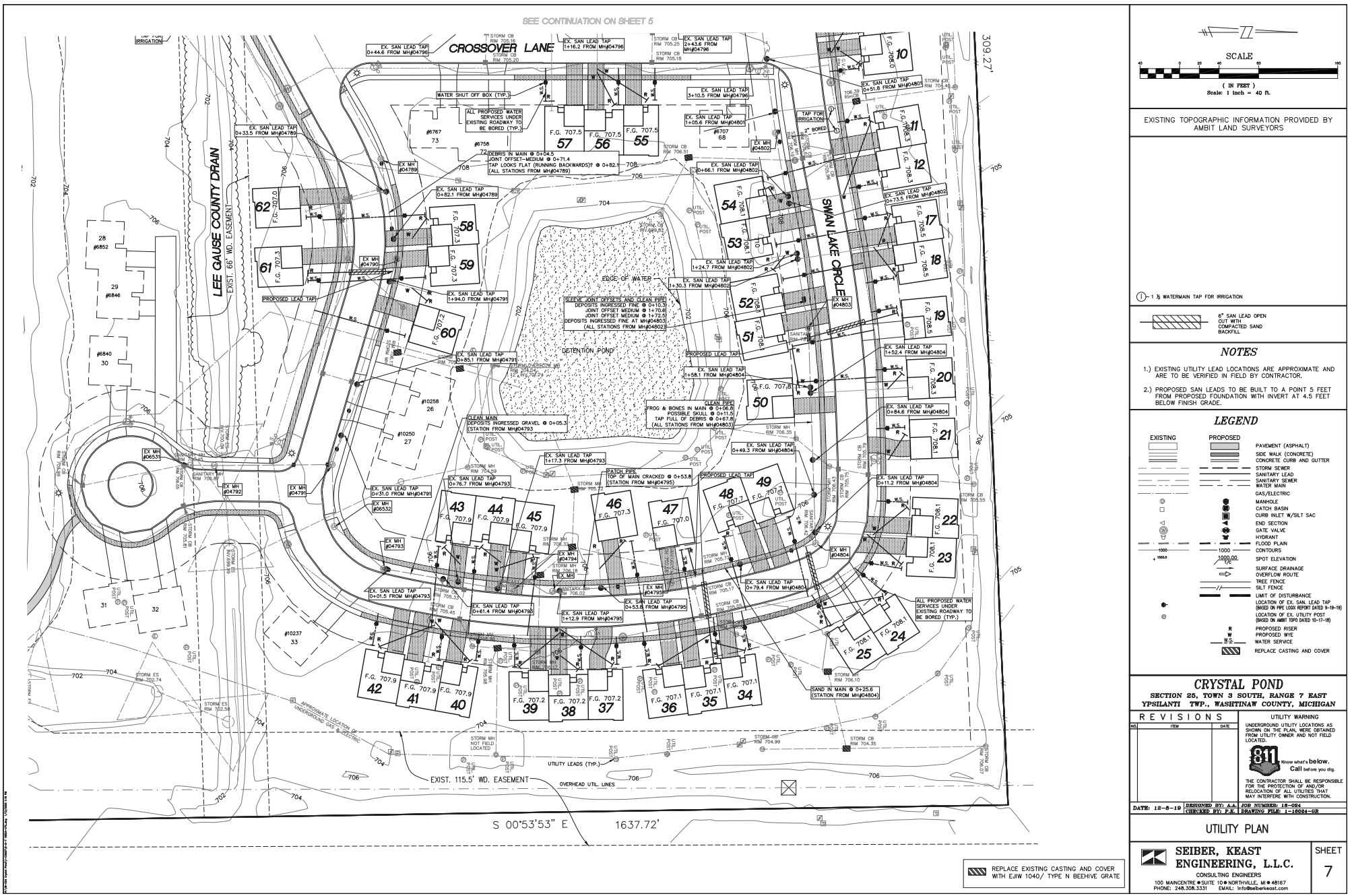
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

DATE: 12-8-19 | DESIGNED BY: A.A. | JOB NUMBER: 18-084
CHECKED BY: T.K. | DRAWING FILE: 1-18084-GR

UTILITY PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE ● SUITE 10 ● NORTHVILLE, MI ● 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET 6



SCALE

(IN FEET)
Scale: 1 inch = 40 ft.

EXISTING TOPOGRAPHIC INFORMATION PROVIDED BY AMBIT LAND SURVEYORS

1 ½ WATERMAIN TAP FOR IRRIGATION

6" SAN LEAD OPEN CUT WITH COMPACTED SAND BACKFILL

NOTES

1.) EXISTING UTILITY LEAD LOCATIONS ARE APPROXIMATE AND ARE TO BE VERIFIED IN FIELD BY CONTRACTOR.

2.) PROPOSED SAN LEADS TO BE BUILT TO A POINT 5 FEET FROM PROPOSED FOUNDATION WITH INVERT AT 4.5 FEET BELOW FINISH GRADE.

LEGEND

EXISTING	PROPOSED	
		PAVEMENT (ASPHALT)
		SIDE WALK (CONCRETE)
		CONCRETE CURB AND GUTTER
		STORM SEWER
		SANITARY LEAD
		SANITARY SEWER
		WATER MAIN
		GAS/ELECTRIC
		MANHOLE
		CATCH BASIN
		CURB INLET W/SILT SAC
		END SECTION
		GATE VALVE
		HYDRANT
		FLOOD PLAIN
1000	1000	CONTOURS
+ 1000.0	1000.00 T/C	SPOT ELEVATION
		SURFACE DRAINAGE
		OVERFLOW ROUTE
		TREE FENCE
		SILT FENCE
		LIMIT OF DISTURBANCE
		LOCATION OF EX. SAN. LEAD TAP (BASED ON PIPE LOGIX REPORT DATED 9-19-19)
		LOCATION OF EX. UTILITY POST (BASED ON AMBIT TOPO DATED 10-17-18)
	R	PROPOSED RISER
	W	PROPOSED WYE
	W.S.	WATER SERVICE
		REPLACE CASTING AND COVER

CRYSTAL POND

SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TWP., WASHTINAW COUNTY, MICHIGAN

REVISIONS

NO.	ITEM	DATE

UTILITY WARNING

UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

811 Know what's below. Call before you dig.

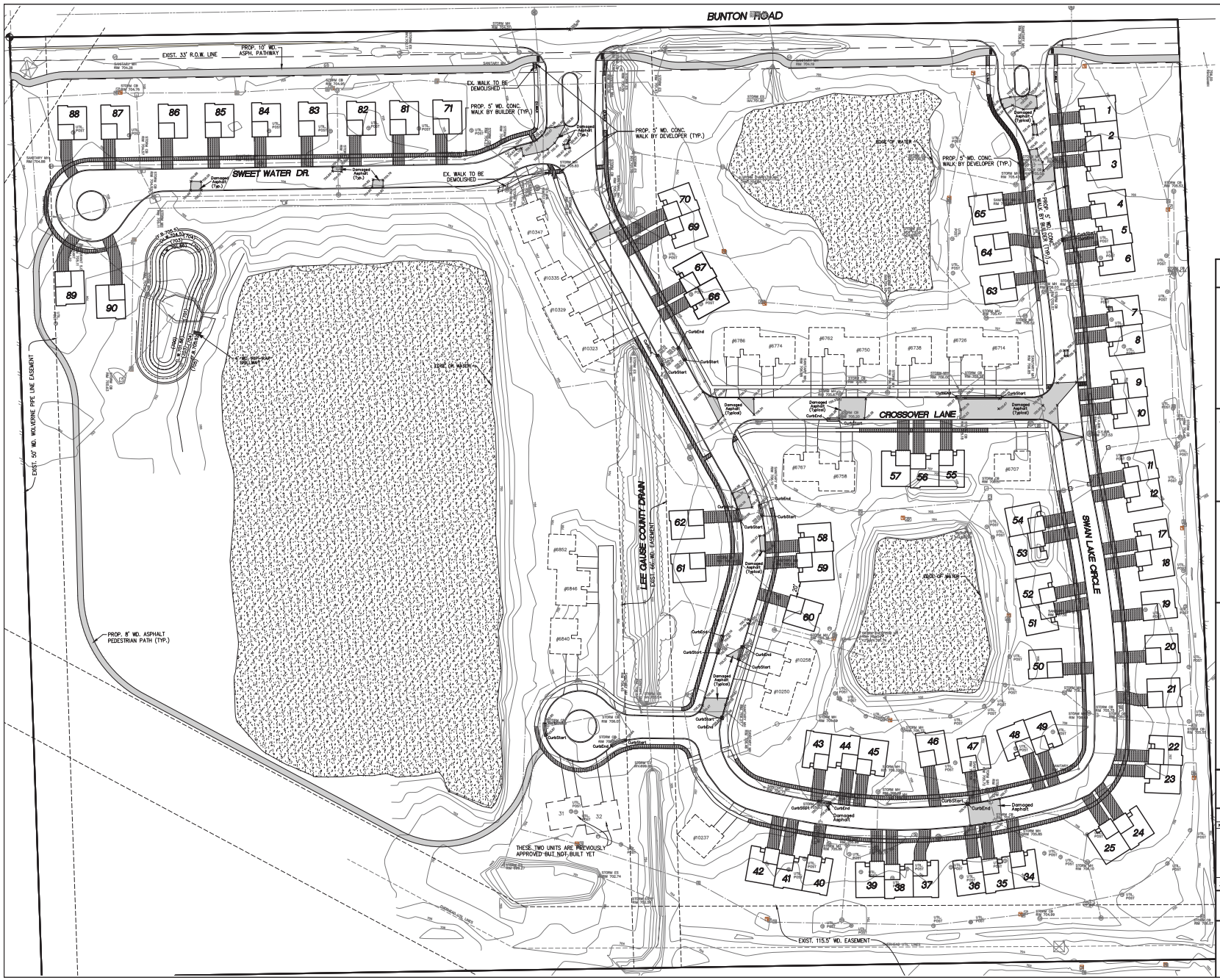
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

DATE: 12-8-19 | DESIGNED BY: A.A. | JOB NUMBER: 18-084
CHECKED BY: F.K. | DRAWING FILE: 1-18084-GR

UTILITY PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE ● SUITE 10 ● NORTHVILLE, MI ● 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET 7



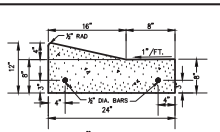
SCALE

40 0 30 60 120 240

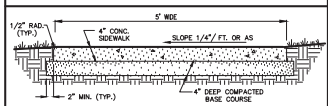
(IN FEET)

Scale: 1 inch = 60 ft.

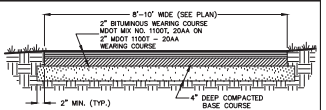
ALL PROPOSED CURB DROPS SHALL BE ADA COMPLIANT (SEE SHEET 9 FOR CURB DROPS DETAILS)



4" MOUNTABLE CONCRETE CURB AND GUTTER



CONCRETE SIDEWALK DETAIL



ASPHALT PATHWAY DETAIL

LEGEND

- EX. ASPHALT PAVEMENT
- EX. CONC. WALK
- EX. CONC. WALK TO BE DEMOLISHED
- PROP. 5' WD. CONC. WALK BY BUILDER
- PROP. 5' WD. CONC. WALK BY DEVELOPER
- EX. CONC. CURB AND GUTTER
- EX. CONC. CURB TO BE REPLACED
- EX. PAVEMENT AREAS TO BE REPLACED WITH CROSS SECTION EQUAL TO OR GREATER THAN EXISTING.

CRYSTAL POND

SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TWP., WASHTINAW COUNTY, MICHIGAN

REVISIONS

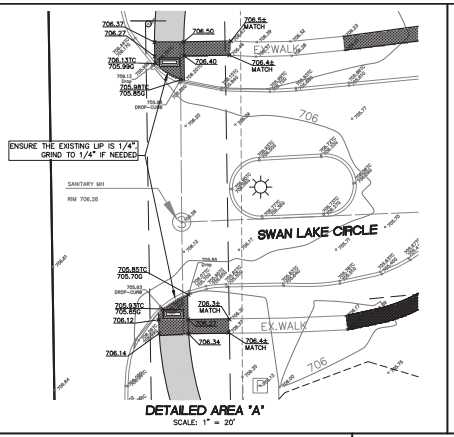
NO.	ITEM	DATE
1.	REVISED PER TWP. REVIEW LETTER	9-24-19

DATE: 8-29-19 | DESIGNED BY: A.A. | JOB NUMBER: 18-024
CHECKED BY: P.K. | DRAWING FILE: 8-18024-PVT.dwg

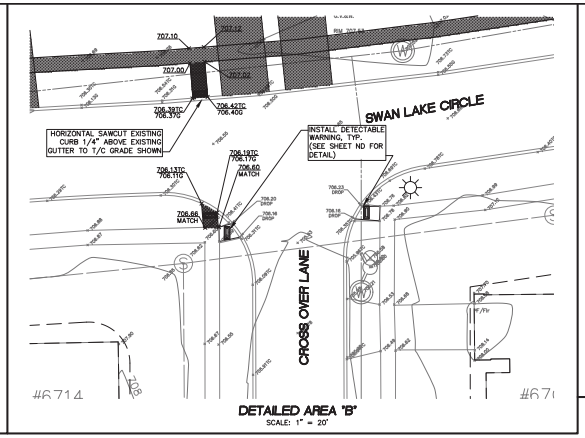
PAVEMENT REPAIR PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE ● SUITE 10 ● NORTHVILLE, MI ● 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

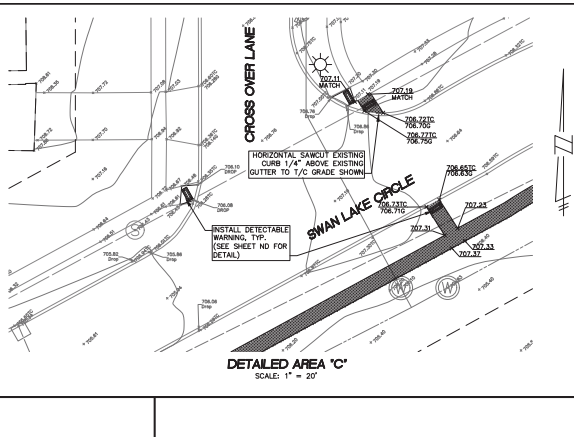
SHEET 8



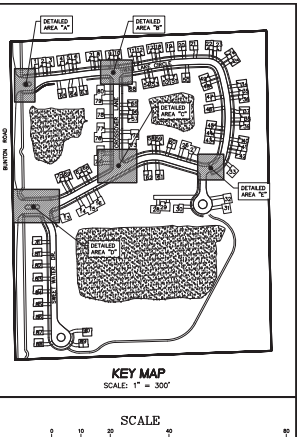
DETAILED AREA 'A'
SCALE: 1" = 20'



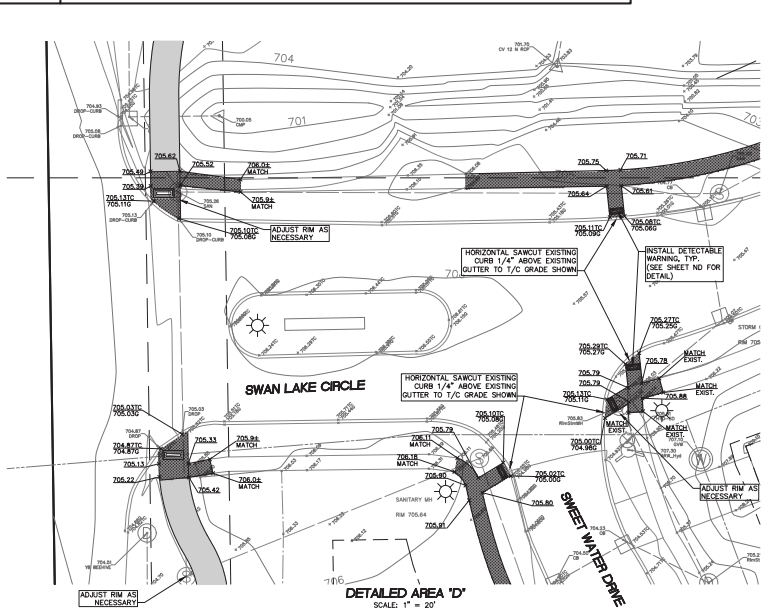
DETAILED AREA 'B'
SCALE: 1" = 20'



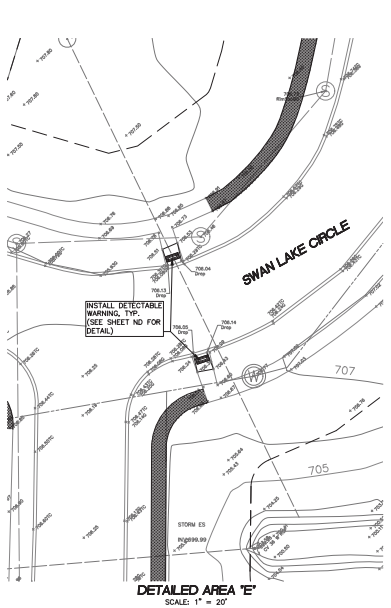
DETAILED AREA 'C'
SCALE: 1" = 20'



KEY MAP
SCALE: 1" = 300'



DETAILED AREA 'D'
SCALE: 1" = 20'



DETAILED AREA 'E'
SCALE: 1" = 20'

SCALE

20 0 10 20 40 80

(IN FEET)
Scale: 1 inch = 20 ft.

NOTE:
CONTRACTOR TO VERIFY ALL EXISTING ELEVATIONS TO ENSURE ADA RAMP SPECIFICATIONS ARE ADHERED TO PRIOR TO CONSTRUCTION.

SEE SHEET ND FOR ADA RAMP DETAILS.

LEGEND

PROPOSED
- PROP. CONCRETE
- PROP. ASPHALT PATH
- PROP. STREET LIGHT (STD. DTE)

EXISTING
- EX. PAVEMENT (ASPHALT)
- EX. SIDE WALK (CONCRETE)
- CONCRETE CURB AND GUTTER
- STORM SEWER
- SANITARY SEWER
- WATER MAIN
- UNDERGROUND GAS / ELECTRIC
- MANHOLE
- CATCH BASIN W/STREAM GUARD
- END SECTION
- GATE VALVE
- HYDRANT
- 1000 CONTOURS
- + 1000.0 SPOT ELEVATION

CRYSTAL POND

SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TWP., WASHTINAW COUNTY, MICHIGAN

REVISIONS

NO.	ITEM	DATE
1.	REVISED PER OWNER	7-22-19
2.	REVISED PER OWNER	7-30-19
3.	REVISED PER OWNER	8-17-19
4.	REVISED PER TWP. REVIEW LETTER	9-24-19
5.	RELOCATE UNITS 87 THRU 90 AND UNITS 34, 35, 36 DUE TO REVISED EX. GAS AND ELECT. EASE. WIDTHS	11-20-19
6.	REVISE BUILDINGS PER NEW EX. UTILITY LOCATIONS	12-9-19

UTILITY WARNING

UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

811 Know what's **below.** **Call** before you dig.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

DATE: 8-17-19 | DESIGNED BY: A.L. | CHECKED BY: P.K. | JOB NUMBER: 18-024 | DRAWING FILE: 180824DG.dwg

SIDEWALK RAMP PLAN

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE ● SUITE 10 ● NORTHVILLE, MI ● 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET 9

Exhibit E

Itemization of Escrow Amounts

[SEE ATTACHED]

CRYSTAL POND

Ypsilanti Township

Engineer's Preliminary Opinion of Construction Cost

	ITEM	QUANTITY		UNIT PRICE	AMOUNT
1	Water Service	3,970	LF	$14.00	$55,580.00
2	Sanitary Sewer Lead	2,101	LF	$18.00	$37,818.00
3	Asphalt Pathway	25,796	EA	$2.50	$64,490.00
4	Asphalt Pav't (Roads) - Remove & Replace	1,509	SY	$42.00	$63,378.00
5	Conc. Curb & Gutter - Remove & Replace	670	LF	$18.00	$12,060.00
6	Concrete Sidewalk	25,677	SF	$3.50	$89,869.50
7	Concrete Sidewalk Removal	266	SF	$3.00	$798.00
	TOTAL CONSTRUCTION COST				**$323,993.50**

Seiber, Keast Engineering, LLC
Northville, Michigan
1/7/2020

FOURTH AMENDMENT TO MASTER DEED OF CRYSTAL POND CONDOMINIUMS

CRYSTAL POND CONDOMINIUMS ASSOCIATION, a Michigan nonprofit corporation, established to administer the common affairs of Crystal Pond Condominiums, a residential condominium project located in the Township of Ypsilanti, Washtenaw County, Michigan, established pursuant to the Master Deed thereof recorded on November 22, 2000, in Liber 3981, Page 67, Washtenaw County Records, as amended by a certain First Amendment to Master Deed recorded on May 12, 2003, in Liber 4257, Page 47, Washtenaw County Records, as further amended by a certain Second Amendment to Master Deed recorded on June 9, 2004, in Liber 4398, Page 227, Washtenaw County Records, and as further amended by a certain Third Amendment to Master Deed recorded on August 18, 2015, in Liber 5110, Page 924, Washtenaw County Records (collectively, the "Master Deed"), and designated as Washtenaw County Condominium Subdivision Plan No. 348, with the consent of at least two-thirds of all Co-owners entitled to vote as of February 13, 2020, hereby amends the Master Deed pursuant to Article IX thereof for the purposes set forth below. Upon the recording of this Fourth Amendment to Master Deed in the office of the Washtenaw County Register of Deeds, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, will be amended as follows:

1. Article VIII, Section 6 of the Master Deed is hereby amended and restated in its entirety to read as follows:

> Section 6. **Crystal Pond Condominiums Development Agreement.** The Condominium is subject to a certain Amended and Restated Development Agreement recorded on _____, 2020, in Liber _____, Page _____, Washtenaw County Records (the "Development Agreement"). While it is impossible to paraphrase the entire Development Agreement without risking a significant omission, each Co-owner should be aware that the Development Agreement imposes certain obligations on the Co-owners of the Condominium, including, but not limited to, the maintenance, repair and replacement of all sidewalks, bike paths and nature trails installed anywhere within the Common Elements of the Condominium. Such areas shall remain Common Elements of the Condominium and shall be maintained and administered by the Association in accordance with the provisions of this Master Deed.

2. A new Section 7 and a new Section 8 are hereby added immediately following Article VIII, Section 6 of the Master Deed, to read in their respective entireties as follows:

Section 7. **Special Assessment District for Street Lighting.** Developer shall file a petition with the Township for a special assessment district to be established for the installation, maintenance, repair and/or replacement of street lighting within the Condominium. Developer shall be responsible for the cost of the installation of the street lighting. Thereafter, the collective costs assessable to the Condominium with respect to the maintenance, repair and/or replacement of the street lighting pursuant to the special assessment district shall be borne by all Co-owners in accordance with their Percentages of Value.

Section 8. **Special Assessment District for Security Cameras.** Pursuant to the Development Agreement, security cameras have been or are required to be installed at the main entranceways to the Condominium. Such cameras shall be monitored by the Township's Department of Public Safety. Consistent with the Development Agreement, Developer shall file a petition with the Township for a special assessment district to be established for the installation, maintenance, repair and/or replacement of the security cameras. Developer shall be responsible for the cost of the installation of the security cameras. Thereafter, the collective costs assessable to the Condominium with respect to the maintenance, repair and/or replacement of the security cameras pursuant to the special assessment district shall be borne by all Co-owners in accordance with their Percentages of Value.

3. Article II, Section 8 of the Bylaws is hereby amended and restated in its entirety to read as follows:

Section 8. **Responsibility of Exempt Entities for Assessments.** Developer, Diverse Real Estate LLC, a Michigan limited liability company, S.E. Michigan Land Holding LLC, a Michigan limited liability company, Lombardo Homes of S.E. Michigan LLC, a Michigan limited liability company, or any of their respective affiliates (each, an "Exempt Entity"), although at any time may be a member of the Association, shall not be responsible for payment of the monthly Association assessment, except with respect to completed and occupied Units owned by any such Exempt Entity. A completed Unit is one with respect to which a certificate of occupancy has been issued. An occupied Unit is one which is occupied as a residence. Each Exempt Entity shall independently pay all direct costs of maintaining completed Units for which it is not required to pay regular maintenance assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. Further, an Exempt Entity shall in no event be liable for any assessment levied in whole or in part to purchase any Unit any Unit from such Exempt Entity or to finance any litigation or other claims against such Exempt Entity, any cost of investigating and preparing such litigation or claim or any similar or related costs.

4. A new subsection (c) is hereby added immediately following Article VI, Section 2, subsection (b) of the Bylaws, to read in its entirety as follows:

(c) **Township Leasing Restrictions.** Notwithstanding anything to the contrary contained in this Article VI, Section 2, the Condominium Project is subject to the following:

(1) A Unit (which for purposes of this subsection (c) includes the Residence and other improvements located within the Unit) shall not be purchased for the purpose of leasing the Unit to other persons. A Unit that contains a Residence shall only be sold to persons who intend to occupy such Residence as their personal residence.

(2) If a Co-owner whose Unit qualifies as the Co-owner's principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her Unit, such Co-owner shall be permitted to lease his or her Unit to other persons during the period such Co-owner continues to hold title to the Unit. If such Co-owner thereafter conveys or otherwise transfers title to the Unit, any lease in effect shall automatically terminate and, subject to clause (3) below, the tenant(s) shall be required to immediately vacate the Unit, unless such tenant(s) is the purchaser of the Unit.

(3) A Co-owner who is permitted to lease his or her Unit pursuant to clause (2) above may lease the Unit for a period not to exceed three (3) years, regardless of whether the Co-owner continues to own the Unit beyond such three (3) year period. However, upon the request of the Co-owner to the Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a "one time only" extension which extension may be for any number of months with a maximum of twenty-four (24) months and shall not, under any circumstances, exceed two (2) additional years to lease the Unit.

(4) For purposes of the foregoing restrictions in this subsection (c), the grant of a mortgage of a Unit by the Co-owner of such Unit shall not constitute a transfer of the Co-owner's title to the Unit. Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession of a Unit by foreclosure, receivership or deed in lieu of foreclosure shall be permitted to lease the Unit to other persons during the period such mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee's foreclosed properties) holds title to the Unit.

(5) The rental rates for Units permitted to be leased under this subsection (c) shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including laws adopted and enforced by the Township, the rental of Units shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

(6) Except as provided in this subsection (c), the leasing of Units within the Condominium Project shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association.

(7) The leasing of Units shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single-family residential properties, including ordinances pertaining to licensing and inspections.

(8) All leases or rental agreements that are permitted under this subsection (c) shall incorporate the foregoing provisions.

The Township shall have the authority to enforce the restrictions set forth in this subsection (c) and no amendment to this subsection (c) may be made without the prior written consent of the Township.

5. A new Section 15, a new Section 16 and a new Section 17 are hereby added immediately following Article VI, Section 14 of the Bylaws, to read in their respective entireties as follows:

Section 15. **Swimming Pools; Fencing.** No above-ground or in-ground swimming pool may be built, installed or located within the Condominium Project. Notwithstanding the foregoing, a portable kiddy pool, not exceeding one (1) foot in height and eight (8) feet in diameter, may be placed or maintained by a Co-owner in the rear yard of such Co-owner's Unit. No fencing of any type is allowed within or adjacent to any Unit, except that a maximum six (6) foot high white vinyl privacy fence, not exceeding twelve (12) feet in length, may be installed in the rear yard of each attached Unit in line with shared Unit walls only.

Section 16. **Sheds.** No trailer, shack, shed, barn or any temporary building or structure of any description shall be placed within any Unit at any time and no temporary occupancy shall be permitted in unfinished buildings.

Section 17. **No Fertilizer Containing Phosphorus.** For purposes of supporting and promoting the Township as a nationally-designated Bee Friendly Community, the use of fertilizer containing phosphorus within the Condominium Project is strictly prohibited.

6. Article XXIII of the Bylaws is hereby amended and restated in its entirety to read as follows:

The Condominium is subject to the Development Agreement, as defined in Article VIII, Section 6 of the Master Deed. While it is impossible to paraphrase the entire Development Agreement without risking a significant omission, each Co-owner should be aware that the Development Agreement imposes certain obligations on the Co-owners of the Condominium, including, but not limited to, the maintenance, repair and replacement of all sidewalks, bike paths and nature trails installed anywhere within the Common Elements of the Condominium. Such areas shall remain Common Elements of the Condominium and shall be maintained and administered by the Association in accordance with the provisions of the Master Deed.

7. Amended Sheets 1 through 7, both inclusive, and Amended Sheets 9 through 14, both inclusive, of Amendment No. 2 of the Condominium Subdivision Plan of Crystal Pond Condominiums, as attached hereto, shall replace and supersede Sheets 1 through 7, both

inclusive, and Sheets 9 through 14, both inclusive, of the Condominium Subdivision Plan of Crystal Pond Condominiums as previously recorded and Sheets 1 through 7, both inclusive, and 9 through 14, both inclusive, of the Condominium Subdivision Plan of Crystal Pond Condominiums as previously recorded shall be of no further force or effect. In addition, the Condominium Subdivision Plan of Crystal Pond Condominiums is further amended to add Supplemental Sheets 5A, 5B and 5C of Amendment No. 2 of the Condominium Subdivision Plan of Crystal Pond Condominiums, as attached hereto.

8. In all other respects, other than as hereinabove indicated, the Master Deed of Crystal Ponds Condominiums, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

Dated this _____ day of _____, 2020.

CRYSTAL POND CONDOMINIUMS ASSOCIATION, a Michigan nonprofit corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the _____ of Crystal Pond Condominiums Association, a Michigan nonprofit corporation, on behalf of the corporation.

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

Prepared by, and when recorded, return to:

Brandon J. Muller
Clark Hill PLC
151 S. Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

4TH AMENDMENT TO REPLAT #1 TO WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 348 EXHIBIT "B" TO THE MASTER DEED OF

CRYSTAL POND CONDOMINIUMS

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

NOTE:
THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED, DATED DECEMBER 27, 2019, THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

NOTE:
THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

SURVEYOR

AMBIT LAND SURVEYORS, INC.
691 WING STREET
PLYMOUTH, MICHIGAN 48170
PHONE: (734) 455-5501

ENGINEER

SEIBER, KEAST ENGINEERING L.L.C.
100 MAINCENTRE, SUITE 10
NORTHVILLE, MICHIGAN 48167
PHONE: (248) 308-3331

DEVELOPER:

CRYSTAL POND, INC.
13001 23 MILE ROAD
SHELBY TWP., MICHIGAN 48315
PHONE: (586)-781-7900

LEGAL DESCRIPTION

A PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25 AND FOR A POINT OF BEGINNING; THENCE NORTH 00°52'19" WEST, 1625.63 FEET, ALONG THE WEST LINE OF SAID SECTION 25 AND CENTERLINE OF BUNTON ROAD, (SAID POINT BEING NORTH 00°52'19" WEST, 998.72 FEET FROM THE WEST 1/4 OF SAID SECTION 25); THENCE NORTH 87°30'30" EAST, 1309.27 FEET, TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTH 1/4 OF SAID SECTION 25; THENCE SOUTH 00°53'53" EAST, 1637.72 FEET, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, TO A POINT ON THE SOUTH LINE OF SAID SECTION 25, (SAID POINT BEING SOUTH 88°02'17" WEST, 1309.82 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 25); THENCE SOUTH 88°02'17" WEST, 1309.73 FEET, ALONG THE SOUTH LINE OF SAID SECTION 25 TO THE POINT OF BEGINNING. ALL OF THE ABOVE CONTAINING 49.037 ACRES. ALL OF THE ABOVE BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD. ALL OF THE ABOVE SUBJECT TO THE RIGHTS OF THE PUBLIC ON BUNTON ROAD.

INDEX

* 1. TITLE SHEET
* 2. SURVEY PAGE
* 3. SHEET INDEX
* 4. SITE PLAN - UNITS 13-16, 71, 81-90
* 5A. SITE PLAN - UNITS 1-10, 63-70, 74-80
* 5B. SITE PLAN - UNITS 11, 12, 17-21, 26-27, 50-62, 68, 72-73
* 5C. SITE PLAN - UNITS 22-25, 33-49
* 6. SITE PLAN - UNITS 28 - 32
* 7. UTILITY PLAN
8. BUILDING PLAN - (ORIGINAL SUBMITTAL)
* 9. FOUNDATION AND FIRST FLOOR PLANS - UNIT TYPES ELLA AND AVERY
* 10. FOUNDATION PLAN - DUPLEX BUILDING
* 11. FIRST FLOOR PLAN - DUPLEX BUILDING
* 12. FOUNDATION PLAN - TRIPLEX BUILDING
* 13. FIRST FLOOR PLAN - TRIPLEX BUILDING
* 14. CROSS SECTION PLAN - D-D, E-E, F-F

PROPOSED DATED
DECEMBER 27, 2019

CRYSTAL POND CONDOMINIUMS

TITLE SHEET

PATRICK G. KEAST
ENGINEER NO. 27580

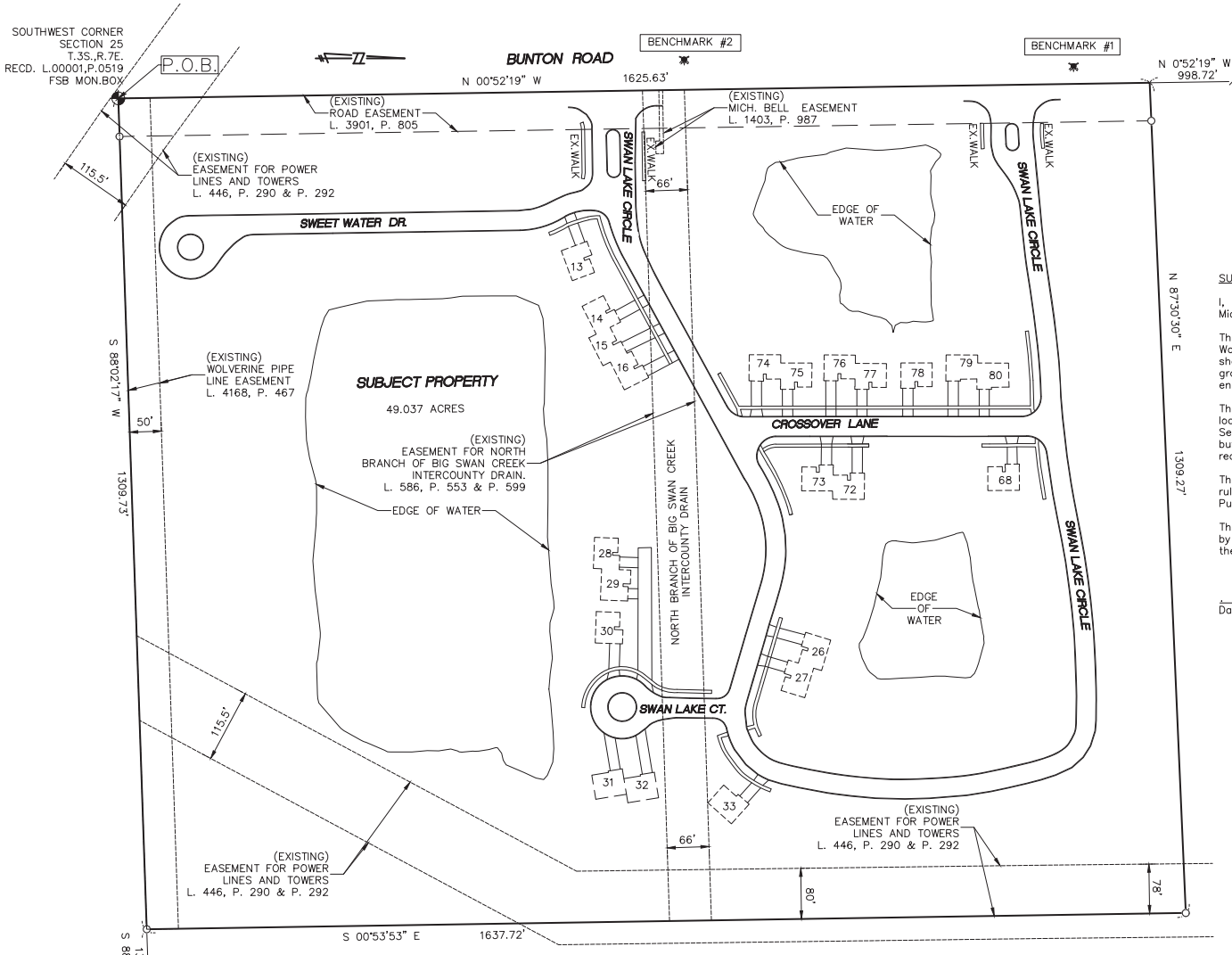
STATE OF MICHIGAN · PATRICK G. KEAST · ENGINEER · NO. 27580 · REGISTERED PROFESSIONAL ENGINEER

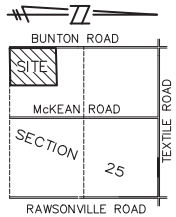
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI. 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-1
SHEET 1 OF 14

P:\18-024 CRYSTAL POND\CONDO\18-024EXB-CS.DWG





SURVEYOR'S CERTIFICATE

I, Peter P. Palczynski, Professional Surveyor of the State of Michigan, hereby certify:

That the Subdivision Plan known as CRYSTAL POND CONDOMINIUMS, Washtenaw County Condominium Subdivision Plan No. 348, as shown on the accompanying drawings, represents a survey on the ground made under my direction; that there are no existing encroachments upon the lands and property herein described;

That the required monuments and iron markers have not been located in the ground as required by the rules promulgated under Section 142 of Act 59 of the Public Acts of 1978 as amended, but shall be within one year of the date on which this plan is recorded.

That the accuracy of this survey is within the limits required by rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1978, as amended;

That the bearings as shown are noted on Survey Plan as required by the rules promulgated under Section 142 of Act Number 59 of the Public Acts of 1978, as amended.

Date

Peter P. Palczynski
Professional Surveyor
Registration Number 30096
Ambit Land Surveyors, Inc.
691 Wing Street
Plymouth, Michigan 48170

STATE OF MICHIGAN
PETER P. PALCZYNSKI
PROFESSIONAL SURVEYOR
NO. 30096
LICENSED PROFESSIONAL SURVEYOR

BASIS OF BEARING:
BEARINGS BASED ON PREVIOUSLY RECORDED EXHIBIT B OF THIS CONDOMINIUM, BY KUBISKE.

THE SUBJECT PROPERTY DOES NOT LIE WITHIN A ZONE 'A' FLOOD ZONE HAZARD PER U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FLOOD INSURANCE RATE MAP (FIRM) 26161C0435E, EFFECTIVE DATE: 04/03/2012.

NOTES :

SEE SHEET 1 FOR LEGAL DESCRIPTION.

THE SYMBOL "O" INDICATES A CONCRETE MONUMENT SET (CONSISTING OF A 1/2" DIAMETER STEEL ROD, 3' LONG, ENCASED IN A 4" DIAMETER CONCRETE CYLINDER.

SEE SITE PLAN AND EASEMENT PLAN FOR PROPOSED EASEMENTS, (SHEETS 4 THROUGH 6).

ADDITIONAL EASEMENTS MAY BE SHOWN ON AS-BUILT DRAWINGS.

BENCHMARKS:

BENCHMARK #1
ARROW ON HYDRANT ON THE WEST SIDE OF BUNTON ROAD, SOUTH OF THE KOA ENTRANCE, 122' SOUTH OF THE NORTH WEST PROPERTY CORNER.
ELEV. 708.30 NAV88 DATUM

BENCHMARK #2
ARROW ON HYDRANT ON THE WEST SIDE OF BUNTON ROAD, SOUTH OF WOODLAND COURT, 731' SOUTH OF THE NORTH WEST PROPERTY CORNER.
ELEV. 707.03 NAV88 DATUM

PETER P. PALCZYNSKI
PROFESSIONAL SURVEYOR NO. 30096

STATE OF MICHIGAN
PETER P. PALCZYNSKI
PROFESSIONAL SURVEYOR
NO. 30096
LICENSED PROFESSIONAL SURVEYOR

PROPOSED DATED
DECEMBER 27, 2019

CRYSTAL POND CONDOMINIUMS

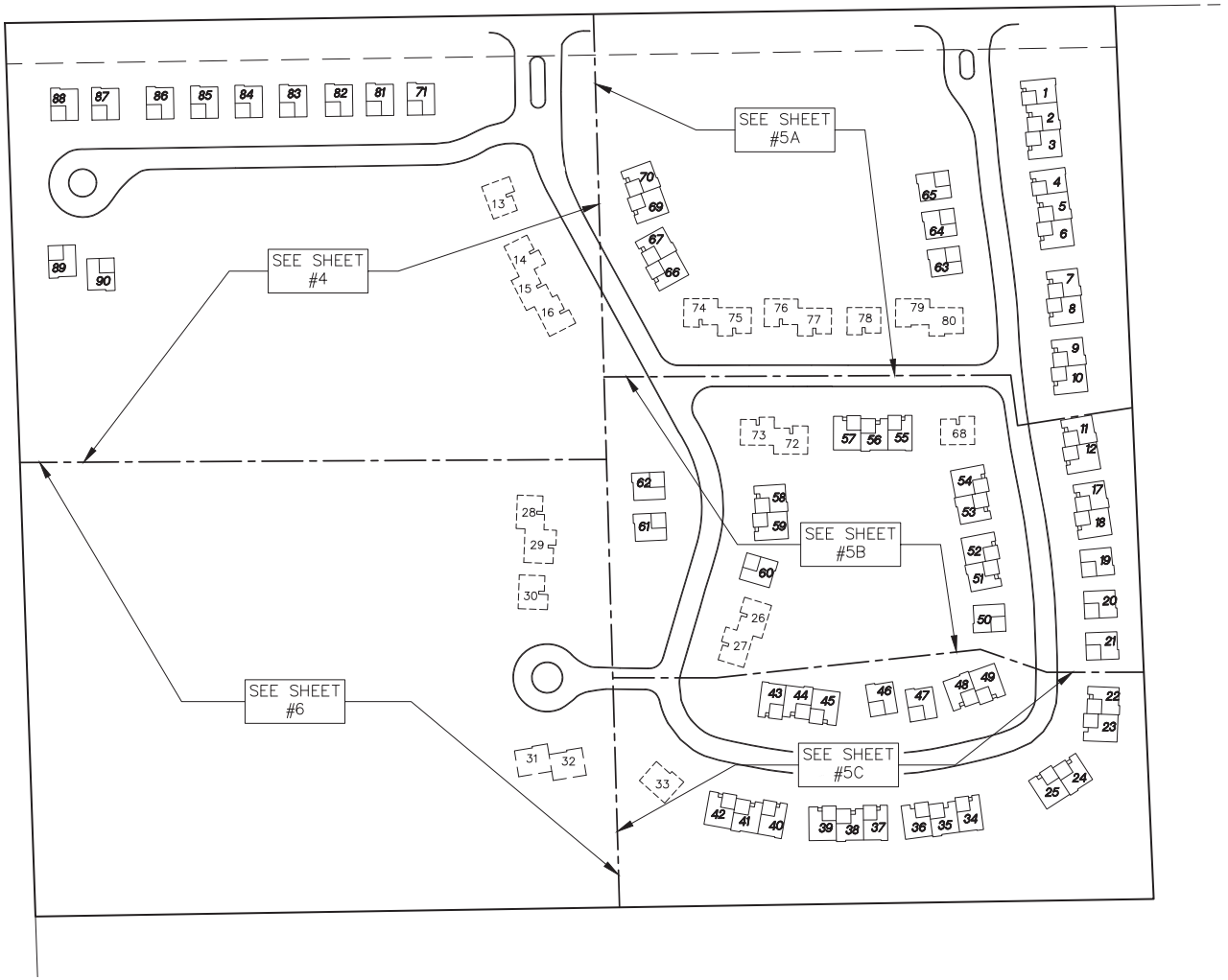
SURVEY PAGE

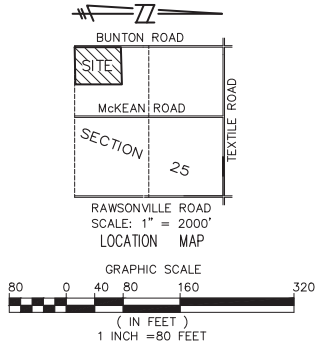
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI. 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-2

P:\18-024 CRYSTAL POND\CONDO\18-024EXB-2SLDWG





PROPOSED DATED
DECEMBER 27, 2019

CRYSTAL POND CONDOMINIUMS

SHEET INDEX

PATRICK G. KEAST
ENGINEER NO. 27580

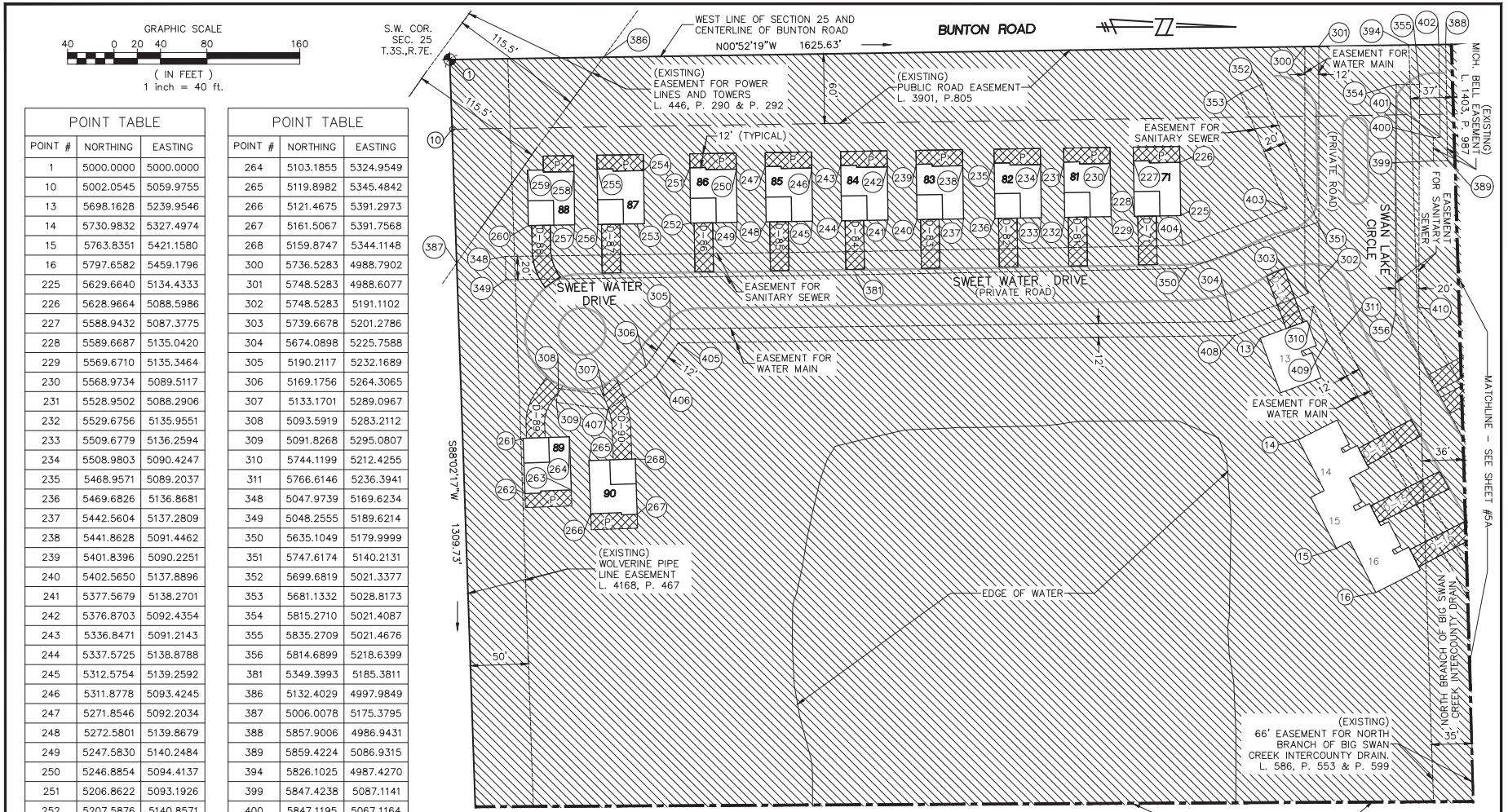
STATE OF MICHIGAN · PATRICK G. KEAST · ENGINEER · NO. 27580 · REGISTERED PROFESSIONAL ENGINEER

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI. 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-3
SHEET 3 OF 14

P:\18-024 CRYSTAL POND\CONDO\18-024EXB-CS.DWG



POINT TABLE		
POINT #	NORTHING	EASTING
1	5000.0000	5000.0000
10	5002.0545	5059.9755
13	5698.1628	5239.9546
14	5730.9832	5327.4974
15	5763.8351	5421.1580
16	5797.6582	5459.1796
225	5629.6640	5134.4333
226	5628.9664	5088.5986
227	5588.9432	5087.3775
228	5589.6687	5135.0420
229	5569.6710	5135.3464
230	5568.9734	5089.5117
231	5528.9502	5088.2906
232	5529.6756	5135.9551
233	5509.6779	5136.2594
234	5508.9803	5090.4247
235	5468.9571	5089.2037
236	5469.6826	5136.8681
237	5442.5604	5137.2809
238	5441.8628	5091.4462
239	5401.8396	5090.2251
240	5402.5650	5137.8896
241	5377.5679	5138.2701
242	5376.8703	5092.4354
243	5336.8471	5091.2143
244	5337.5725	5138.8788
245	5312.5754	5139.2592
246	5311.8778	5093.4245
247	5271.8546	5092.2034
248	5272.5801	5139.8679
249	5247.5830	5140.2484
250	5246.8854	5094.4137
251	5206.8622	5093.1926
252	5207.5876	5140.8571
253	5161.5842	5141.5572
254	5166.9876	5095.6297
255	5126.9643	5094.4086
256	5127.6898	5142.0731
257	5107.6921	5142.3774
258	5106.9945	5096.5427
259	5066.9713	5095.3217
260	5067.6967	5142.9861
261	5063.2090	5326.3243
262	5064.8410	5373.9664
263	5104.7549	5370.7680

POINT TABLE		
POINT #	NORTHING	EASTING
264	5103.1855	5324.9549
265	5119.8982	5345.4842
266	5121.4675	5391.2973
267	5161.5067	5391.7568
268	5159.8747	5344.1148
300	5736.5283	4988.7902
301	5748.5283	4988.6077
302	5748.5283	5191.1102
303	5739.6678	5201.2786
304	5674.0898	5225.7588
305	5190.2117	5232.1689
306	5169.1756	5264.3065
307	5133.1701	5289.0967
308	5093.5919	5283.2112
309	5091.8268	5295.0807
310	5744.1199	5212.4255
311	5766.6146	5236.3941
348	5047.9739	5169.6234
349	5048.2555	5189.6214
350	5635.1049	5179.9999
351	5747.6174	5140.2131
352	5699.6819	5021.3377
353	5681.1332	5028.8173
354	5815.2710	5021.4087
355	5835.2709	5021.4676
356	5814.6899	5218.6399
381	5349.3993	5185.3811
386	5132.4029	4997.9849
387	5006.0078	5175.3795
388	5857.9006	4986.9431
389	5859.4224	5086.9315
394	5826.1025	4987.4270
399	5847.4238	5087.1141
400	5847.1195	5067.1164
401	5853.1188	5067.0251
402	5851.9013	4987.0344
403	5721.2572	5128.3210
404	5631.4903	5160.0645
405	5196.7552	5244.0833
406	5177.9238	5272.8524
407	5136.0813	5301.6616
408	5676.3334	5237.7302
409	5755.7360	5241.5095
410	5834.7048	5213.6097

NOTE:

THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT" TO SERVE UNITS 1 – 90. THE UNITS ARE BUILDING SITES ONLY. ALL OTHER IMPROVEMENTS "NEED NOT BE BUILT".

ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.

(1) DENOTES COORDINATE POINT NUMBER.

• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

1 INDICATES A UNIT NUMBER.

P INDICATES PORCH OR DECK.

D INDICATES DRIVEWAY.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.

SEE SHEET 7 FOR UTILITY PLAN.

REAR SETBACK MINIMUM IS 35', FROM EXTERIOR PROPERTY LINE TO BUILDING.

SIDE SETBACK MINIMUM IS 16', FROM BUILDING TO BUILDING.

FRONT SETBACK MINIMUM IS 58', FROM ROAD CENTERLINE TO BUILDING.

ALL UNITS ARE PROPOSED.

ALL EASEMENTS ARE SHOWN AS "PROPOSED", UNLESS NOTED OTHERWISE.

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

PROPOSED DATED DECEMBER 27, 2019

CRYSTAL POND CONDOMINIUMS

SITE PLAN – UNITS 13-16, 71, 81-90

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN · PATRICK G. KEAST · ENGINEER · NO. 27580 · REGISTERED PROFESSIONAL ENGINEER

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-4

SHEET 4 OF 14

P:\18-024 CRYSTAL POND\CONDO\18-024EXB-SP.DWG

POINT TABLE		
POINT #	NORTHING	EASTING
2	7624.0398	4960.0635
4	6625.4390	4975.2614
8	6628.0485	5035.2287
74	6044.1442	5403.8468
75	6093.2692	5416.9271
76	6161.7024	5404.4212
77	6210.6005	5417.7991
78	6282.7004	5416.7313
79	6354.4387	5404.2206
80	6403.0334	5417.0116
101	6486.9066	5085.4806
102	6538.3383	5080.5233
103	6548.3916	5195.2480
104	6499.2892	5199.9808
105	6501.0351	5218.1824
106	6552.2708	5211.4970
107	6566.1794	5325.8184
108	6517.2640	5332.2011
109	6524.9375	5364.4747
110	6570.4616	5359.1878
111	6579.6752	5438.5246
112	6530.6746	5444.2152
113	6532.2270	5465.0814
114	6577.8092	5460.3223
115	6586.1032	5539.7605
116	6537.0398	5544.8830
165	5958.4103	5392.6294
166	6001.6553	5368.8950
167	5923.0504	5320.9276
168	5963.2271	5298.8772
169	5926.0638	5294.1984
170	5972.4155	5277.3172
171	5945.0831	5202.2694
172	5902.0202	5217.9529
173	6381.2553	5215.7714

POINT TABLE		
POINT #	NORTHING	EASTING
174	6334.0069	5222.0978
175	6341.1293	5261.5011
176	6386.5638	5255.4175
177	6389.3716	5271.1844
178	6342.1233	5277.5108
179	6349.2456	5316.9142
180	6394.6801	5310.8306
181	6397.4879	5326.5974
182	6350.2396	5332.9239
183	6357.3619	5372.3272
184	6402.7965	5366.2436
335	6497.0876	5552.5815
336	6495.8228	5541.0620
337	6494.5128	5529.1317
338	6466.2303	5271.5556
339	6421.6551	5276.4501
340	6420.4473	5264.5105
341	6464.9206	5259.6273
342	6451.2272	5134.9183
343	6472.3100	5075.4814
344	6484.1919	4977.4112
345	6472.1921	4977.5938
346	6475.4255	5531.5848
372	6421.9618	5487.0322
373	6094.2697	5489.0533
374	6094.1463	5469.0537
375	6419.4815	5467.0472
376	6440.4582	5475.7163
377	6415.1934	5225.4254
378	6406.2510	5012.6330
379	6386.2686	5013.4728
380	5958.0867	5484.0247
395	5892.1048	4986.4225
411	6484.3125	5077.5396
412	6463.4554	5136.3400
413	6508.9742	5550.8914

NOTE:

THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT" TO SERVE UNITS 1 – 90. THE UNITS ARE BUILDING SITES ONLY. ALL OTHER IMPROVEMENTS "NEED NOT BE BUILT".

ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.

GENERAL COMMON ELEMENT.

LIMITED COMMON ELEMENT

(1) DENOTES COORDINATE POINT NUMBER.

• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

1 INDICATES A UNIT NUMBER.

P INDICATES PORCH OR DECK.

D INDICATES DRIVEWAY.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.

SEE SHEET 7 FOR UTILITY PLAN.

REAR SETBACK MINIMUM IS 35', FROM EXTERIOR PROPERTY LINE TO BUILDING.

SIDE SETBACK MINIMUM IS 16', FROM BUILDING TO BUILDING.

FRONT SETBACK MINIMUM IS 58', FROM ROAD CENTERLINE TO BUILDING.

ALL EASEMENTS ARE SHOWN AS "PROPOSED", UNLESS NOTED OTHERWISE.

ALL UNITS ARE PROPOSED.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 inch = 40 ft.

PROPOSED DATED DECEMBER 27, 2019

CRYSTAL POND CONDOMINIUMS

SITE PLAN - UNITS 1-10, 63-70, 74-80

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN PATRICK G. KEAST ENGINEER NO. 27580 REGISTERED PROFESSIONAL ENGINEER

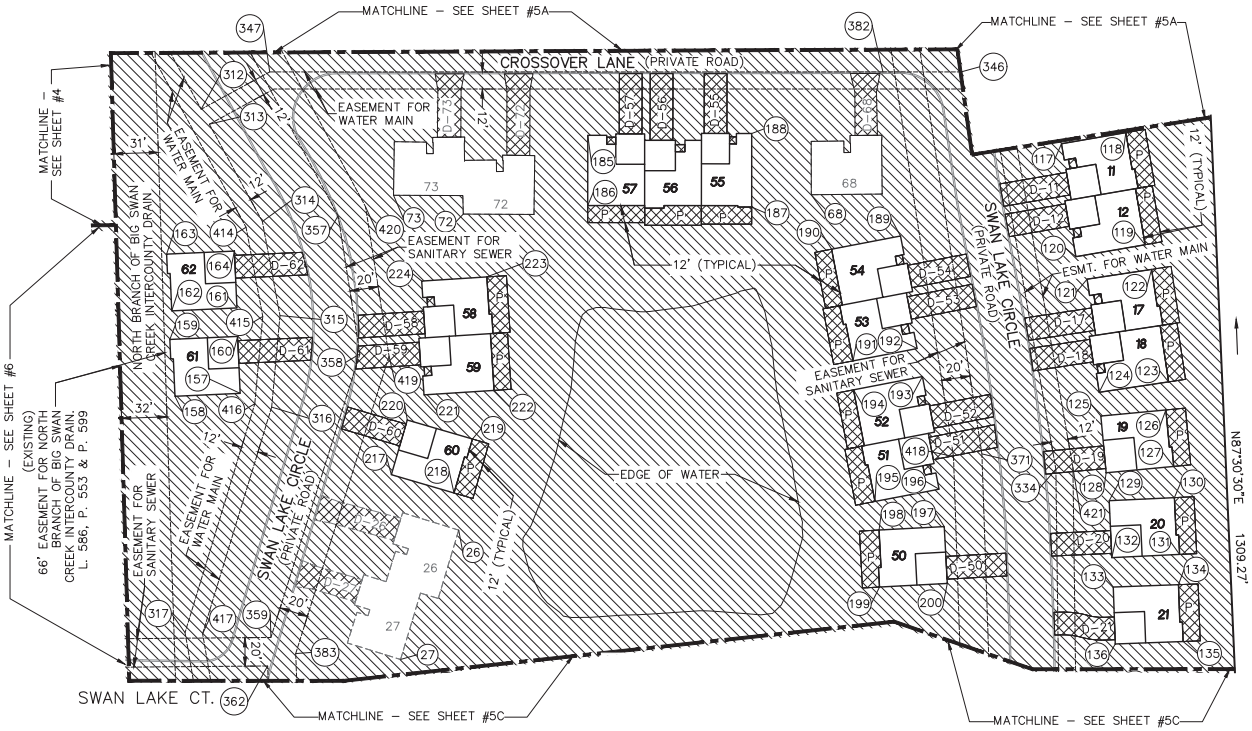
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-5A

SHEET 5A OF 14

P:\18-024 CRYSTAL POND\CONDO\18-024EXB-SP.DWG



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 inch = 40 ft.

NOTE:

THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT" TO SERVE UNITS 1 – 90. THE UNITS ARE BUILDING SITES ONLY. ALL OTHER IMPROVEMENTS "NEED NOT BE BUILT".

ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.

(1) DENOTES COORDINATE POINT NUMBER.

• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

GENERAL COMMON ELEMENT.

LIMITED COMMON ELEMENT

1 INDICATES A UNIT NUMBER.

P INDICATES PORCH OR DECK.

D INDICATES DRIVEWAY.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.

SEE SHEET 7 FOR UTILITY PLAN.

REAR SETBACK MINIMUM IS 35', FROM EXTERIOR PROPERTY LINE TO BUILDING.

SIDE SETBACK MINIMUM IS 16', FROM BUILDING TO BUILDING.

FRONT SETBACK MINIMUM IS 58', FROM ROAD CENTERLINE TO BUILDING.

ALL EASEMENTS ARE SHOWN AS "PROPOSED", UNLESS NOTED OTHERWISE.

POINT TABLE		
POINT #	NORTHING	EASTING
26	6122.7662	5853.4212
27	6081.9025	5944.2680
68	6370.4072	5617.8609
72	6125.9415	5631.4439
73	6076.9174	5618.2144
117	6546.1629	5582.0432
118	6591.3249	5574.2467
119	6604.9042	5652.9031
120	6556.3014	5661.3444
121	6564.1648	5677.1491
122	6609.4804	5670.3017
123	6621.4136	5749.2752
124	6572.6373	5756.6455
125	6573.8134	5773.2925
126	6619.4520	5769.0007
127	6625.0190	5808.6537
128	6577.5584	5813.1168
129	6579.6452	5832.7612
130	6625.4348	5830.6130

POINT TABLE		
POINT #	NORTHING	EASTING
131	6629.1373	5870.4833
132	6581.5197	5872.7173
133	6582.5040	5893.3848
134	6628.3138	5891.7225
135	6631.5931	5931.6299
136	6583.9544	5933.3585
157	5969.2310	5757.3417
158	5923.4372	5759.3979
159	5919.8147	5719.5203
160	5967.4367	5717.3819
161	5966.9729	5697.3826
162	5921.1791	5699.4389
163	5917.5566	5659.5612
164	5965.1786	5657.4229
185	6213.3996	5576.0862
186	6213.3659	5625.4162
187	6328.5252	5626.4947
188	6328.5605	5574.8247
189	6433.1027	5646.8245

POINT TABLE		
POINT #	NORTHING	EASTING
190	6384.6581	5656.1284
191	6399.7221	5734.5650
192	6444.7295	5725.9212
193	6448.4917	5745.5641
194	6400.0470	5754.8681
195	6415.1111	5833.3046
196	6460.1185	5824.6608
197	6463.7864	5850.9181
198	6418.0118	5853.3659
199	6418.3204	5893.4066
200	6465.9224	5890.8610
217	6075.4048	5814.4439
218	6119.4016	5827.3119
219	6132.3867	5789.4340
220	6086.6335	5776.0522
221	6098.3189	5758.4081
222	6147.5490	5755.2694
223	6142.4670	5675.5612
224	6096.7299	5678.4773

POINT TABLE		
POINT #	NORTHING	EASTING
312	5941.8271	5557.8036
313	5947.5707	5568.3398
314	5984.8047	5636.6417
315	5997.1955	5702.7755
316	5991.3326	5767.0071
317	5930.5178	5925.4118
334	6542.2186	5810.6523
346	6475.4255	5531.5848
347	5989.9343	5531.5786
357	6038.0187	5632.6149
358	6053.2980	5729.7054
359	5990.8187	5928.8106
362	5988.5404	5948.8303
371	6490.2528	5799.8953
382	6420.7537	5531.5817
383	6008.2365	5940.1037
414	5973.3596	5640.7181
415	5985.0935	5703.3458
416	5979.4944	5764.6885

POINT TABLE		
POINT #	NORTHING	EASTING
417	5942.8298	5926.1757
418	6470.3041	5801.7569
419	6073.7832	5731.2238
420	6057.2459	5626.1403
421	6554.2052	5809.5342

PROPOSED DATED
DECEMBER 27, 2019

CRYSTAL POND CONDOMINIUMS

SITE PLAN – UNITS 11, 12, 17-21, 26-27, 50-62, 68, 72-73

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN · PATRICK G. KEAST · ENGINEER NO. 27580 · REGISTERED PROFESSIONAL ENGINEER

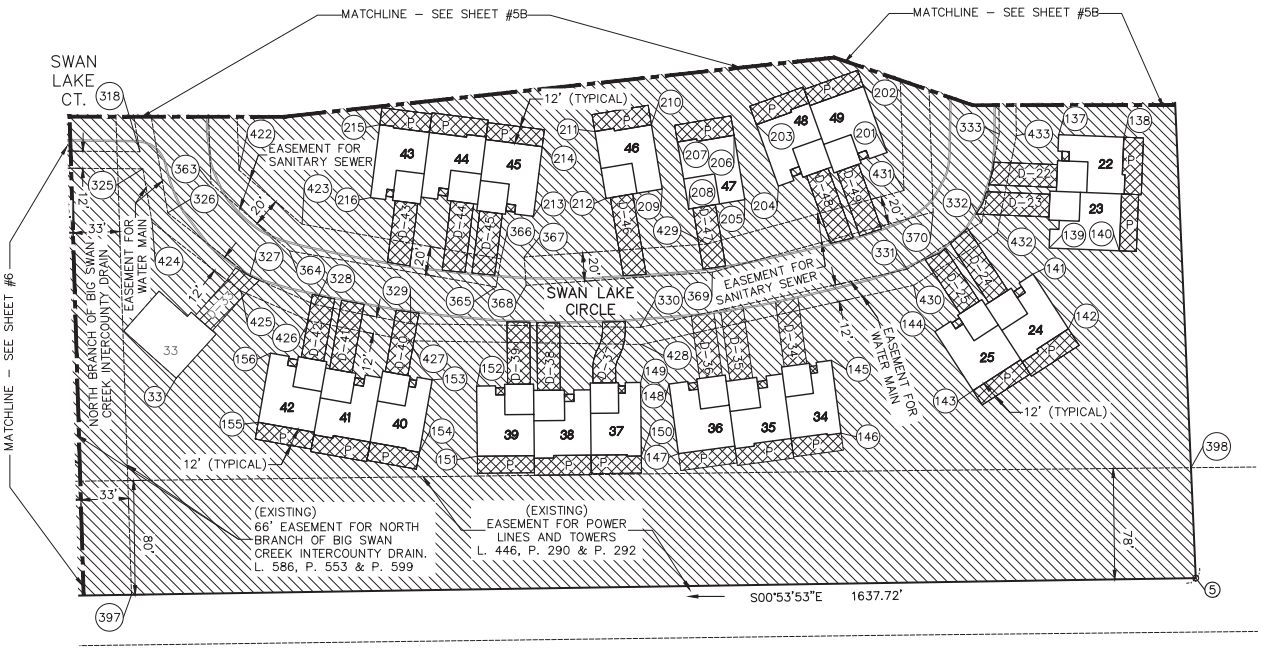
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI. 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-5B

SHEET 5B OF 14

P:\18-024 CRYSTAL POND\CONDO\18-024EXB-SP.DWG



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)

1 inch = 40 ft.

NOTE:

THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT" TO SERVE UNITS 1 – 90. THE UNITS ARE BUILDING SITES ONLY. ALL OTHER IMPROVEMENTS "NEED NOT BE BUILT".

ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.

(1) DENOTES COORDINATE POINT NUMBER.

• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

GENERAL COMMON ELEMENT.

LIMITED COMMON ELEMENT

1 INDICATES A UNIT NUMBER.

P INDICATES PORCH OR DECK.

D INDICATES DRIVEWAY.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.

SEE SHEET 7 FOR UTILITY PLAN.

REAR SETBACK MINIMUM IS 35', FROM EXTERIOR PROPERTY LINE TO BUILDING.

SIDE SETBACK MINIMUM IS 16', FROM BUILDING TO BUILDING.

FRONT SETBACK MINIMUM IS 58', FROM ROAD CENTERLINE TO BUILDING.

ALL EASEMENTS ARE SHOWN AS "PROPOSED", UNLESS NOTED OTHERWISE.

POINT TABLE		
POINT #	NORTHING	EASTING
5	6682.3584	6283.2936
33	5966.2096	6142.8553
137	6586.0149	5971.8226
138	6631.8090	5973.6367
139	6579.3560	6051.4914
140	6628.6474	6053.4441
141	6568.0075	6069.7472
142	6592.9112	6108.2205
143	6525.8620	6151.6213
144	6499.0564	6110.2098
145	6426.3443	6130.3544
146	6433.2124	6181.5659
147	6318.9413	6195.8821
148	6312.3843	6146.9898
149	6292.3457	6145.8839

POINT TABLE		
POINT #	NORTHING	EASTING
150	6292.8837	6197.5511
151	6177.7196	6197.7502
152	6177.2059	6148.4229
153	6146.0071	6144.1044
154	6136.9769	6194.9792
155	6023.7640	6173.8684
156	6032.3852	6125.2976
201	6465.5349	5984.3581
202	6448.8790	5937.9250
203	6373.6994	5964.8926
204	6389.1736	6008.0312
205	6365.5934	6017.4738
206	6358.0216	5972.2634
207	6318.2688	5977.0657
208	6326.1429	6024.0809

POINT TABLE		
POINT #	NORTHING	EASTING
209	6307.5685	6010.0401
210	6299.9967	5964.8298
211	6260.2439	5969.6321
212	6268.1180	6016.6473
213	6217.0800	6029.2268
214	6223.2805	5980.2881
215	6109.1595	5964.8211
216	6102.6649	6016.0813
318	5940.6587	5983.8409
325	5942.7447	5995.8598
326	5960.2896	6026.7751
327	6017.7958	6071.1961
328	6063.3830	6091.1241
329	6130.8941	6104.6383
330	6291.9996	6107.2027

POINT TABLE		
POINT #	NORTHING	EASTING
331	6479.6252	6066.3753
332	6532.0407	6033.1742
333	6544.2923	5971.5221
363	5990.6277	6006.2764
364	6045.7478	6053.4754
365	6190.8473	6078.8066
366	6194.2868	6059.1045
367	6210.5923	6057.7612
368	6212.0075	6077.7111
369	6342.7699	6068.4356
370	6497.8777	6026.1664
397	5934.8039	6295.0118
398	6678.9840	6205.7493
422	6010.2961	5996.7879
423	6054.5903	6034.7166

POINT TABLE		
POINT #	NORTHING	EASTING
424	5949.2637	6033.4213
425	6011.6322	6081.5982
426	6059.7605	6102.6370
427	6129.6103	6116.6194
428	6293.1956	6119.2233
429	6339.4011	6048.6244
430	6484.2521	6077.6493
431	6477.3563	6011.0295
432	6542.8078	6040.5588
433	6556.3075	5972.6262

PROPOSED DATED DECEMBER 27, 2019

CRYSTAL POND CONDOMINIUMS

SITE PLAN - UNITS 22-25, 33-49

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN · PATRICK G. KEAST · ENGINEER · NO. 27580 · REGISTERED PROFESSIONAL ENGINEER

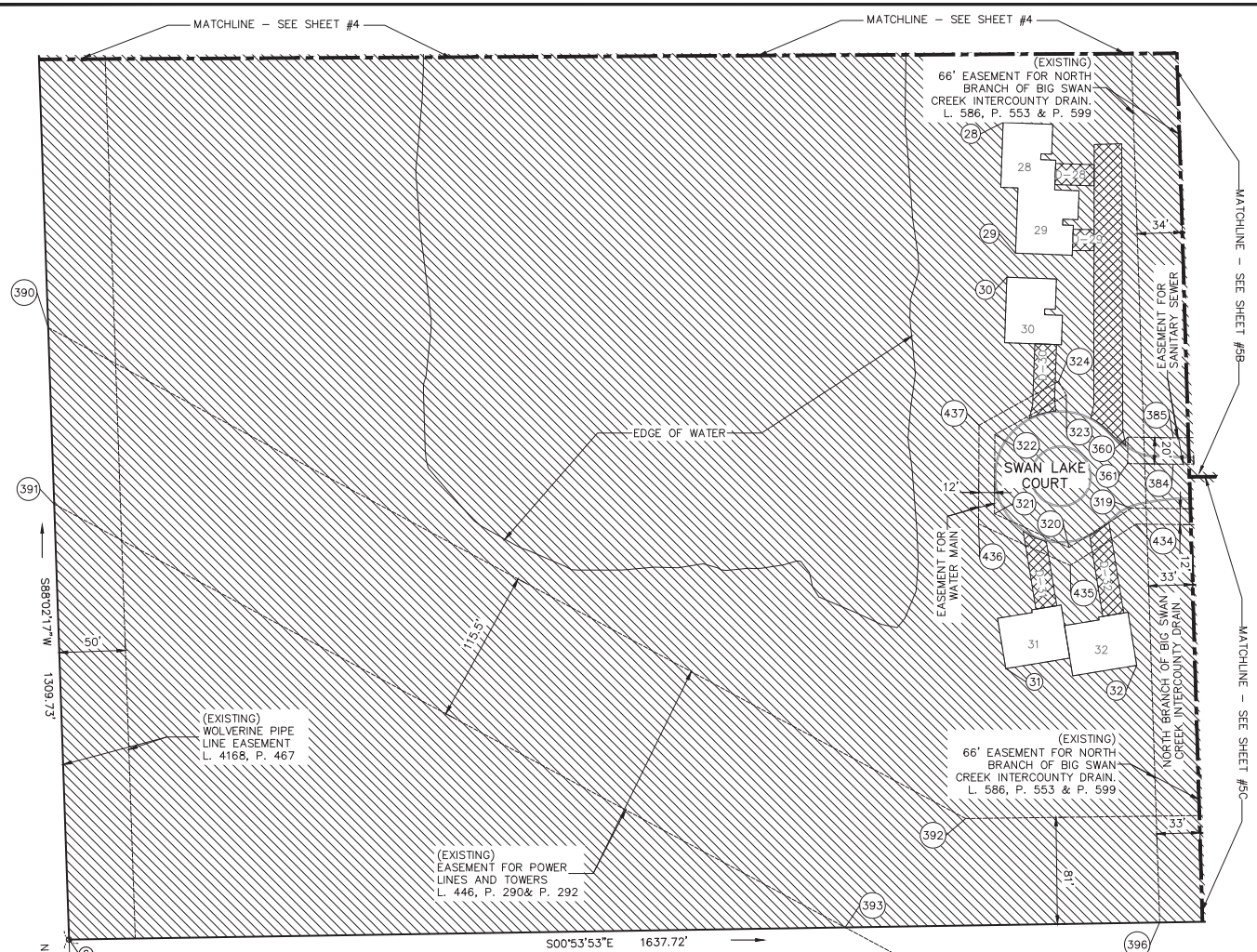
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-5C

SHEET 5C OF 14

P:\18-024 CRYSTAL POND\CONDO\18-024EXB-SP.DWG



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

NOTE:

THE ROADS AND STRUCTURES RELATED TO THE ROADS AS SHOWN ON THIS PLAN "MUST BE BUILT" TO SERVE UNITS 1 – 90. THE UNITS ARE BUILDING SITES ONLY. ALL OTHER IMPROVEMENTS "NEED NOT BE BUILT".

ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.

(1) DENOTES COORDINATE POINT NUMBER.

• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

GENERAL COMMON ELEMENT.

LIMITED COMMON ELEMENT

1 INDICATES A UNIT NUMBER.

P INDICATES PORCH OR DECK.

D INDICATES DRIVEWAY.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE X OF THE MASTER DEED.

SEE SHEET 7 FOR UTILITY PLAN.

REAR SETBACK MINIMUM IS 35', FROM EXTERIOR PROPERTY LINE TO BUILDING.

SIDE SETBACK MINIMUM IS 16', FROM BUILDING TO BUILDING.

FRONT SETBACK MINIMUM IS 58', FROM ROAD CENTERLINE TO BUILDING.

ALL EASEMENTS ARE SHOWN AS "PROPOSED", UNLESS NOTED OTHERWISE.

POINT TABLE		
POINT #	NORTHING	EASTING
3	5089.6821	7618.0144
6	5044.8395	6308.9622
28	5750.5608	5691.5323
29	5759.8827	5790.2490
30	5753.3473	5808.4670
31	5752.5295	6104.2029
32	5851.4404	6101.7698

POINT TABLE		
POINT #	NORTHING	EASTING
319	5847.5204	5983.0156
320	5800.3091	6012.6669
321	5743.9698	5987.1753
322	5744.2671	5927.3765
323	5798.2517	5897.6322
324	5792.4608	5887.1219
360	5844.8118	5929.2668

POINT TABLE		
POINT #	NORTHING	EASTING
361	5844.5323	5949.2649
384	5878.9805	5949.7464
385	5879.0367	5929.7452
390	5028.9962	5846.4623
391	5033.5677	5979.9135
392	5722.2194	6217.5106
393	5631.1530	6299.7716

POINT TABLE		
POINT #	NORTHING	EASTING
396	5868.8025	6296.0463
434	5850.9274	5995.0463
435	5801.2339	6026.2565
436	5731.9313	5994.8995
437	5732.3023	5920.2679

PROPOSED DATED
DECEMBER 27, 2019

CRYSTAL POND CONDOMINIUMS

SITE PLAN - UNITS 28 - 32

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN · PATRICK G. KEAST · ENGINEER NO. 27580 · REGISTERED PROFESSIONAL ENGINEER

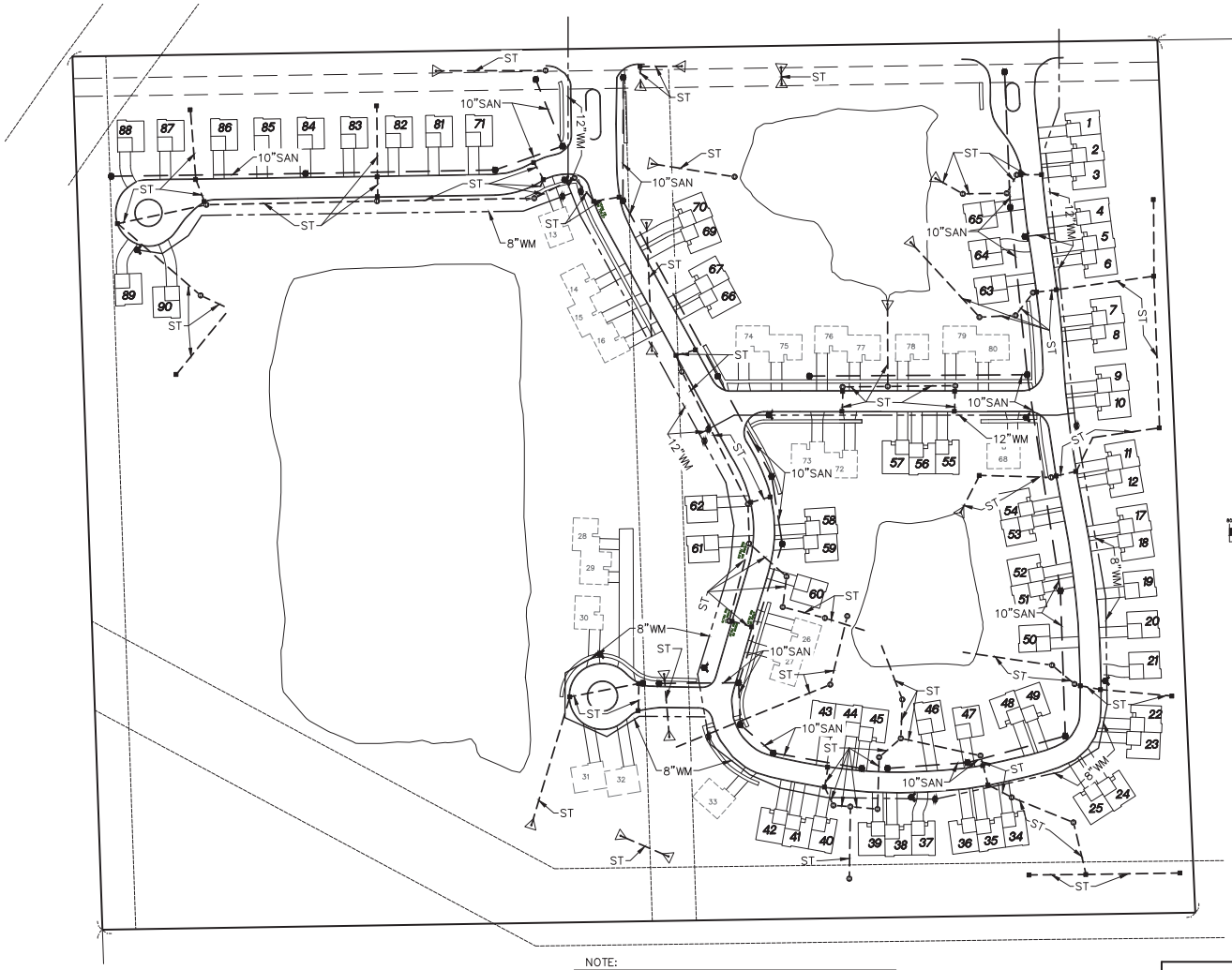
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-6

SHEET 6 OF 14

P:\18-024 CRYSTAL POND\CONDO\18-024EXB-SP.DWG



SCALE

(IN FEET)

Horizontal Scale: 1 inch = 80 ft.

LEGEND	UTILITY	SOURCE OF LOCATION
— — — —	WATER MAIN	SEIBER, KEAST ENGINEERING, L.L.C.
— — — —	SANITARY SEWER	SEIBER, KEAST ENGINEERING, L.L.C.
— — — —	ST SEWER	SEIBER, KEAST ENGINEERING, L.L.C.
— · — · —	GAS*	CONSUMERS ENERGY
.....	ELECTRIC*	DTE ENERGY
.....	TELEPHONE*	AMERITECH
— · — · —	CABLE TELEVISION*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.

NOTE:

ALL UTILITY MAINS AND LEADS, "MUST BE BUILT". UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

ALL OTHER IMPROVEMENTS NEED NOT BE BUILT.

ALL WATER MAIN SIZES ARE AS NOTED.

ALL SANITARY SEWER SIZES ARE AS NOTED.

PROPOSED DATED
DECEMBER 27, 2019

CRYSTAL POND CONDOMINIUMS

UTILITY PLAN

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN
PATRICK G. KEAST
ENGINEER
NO. 27580
REGISTERED PROFESSIONAL ENGINEER

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 FAX: 248.308.3335

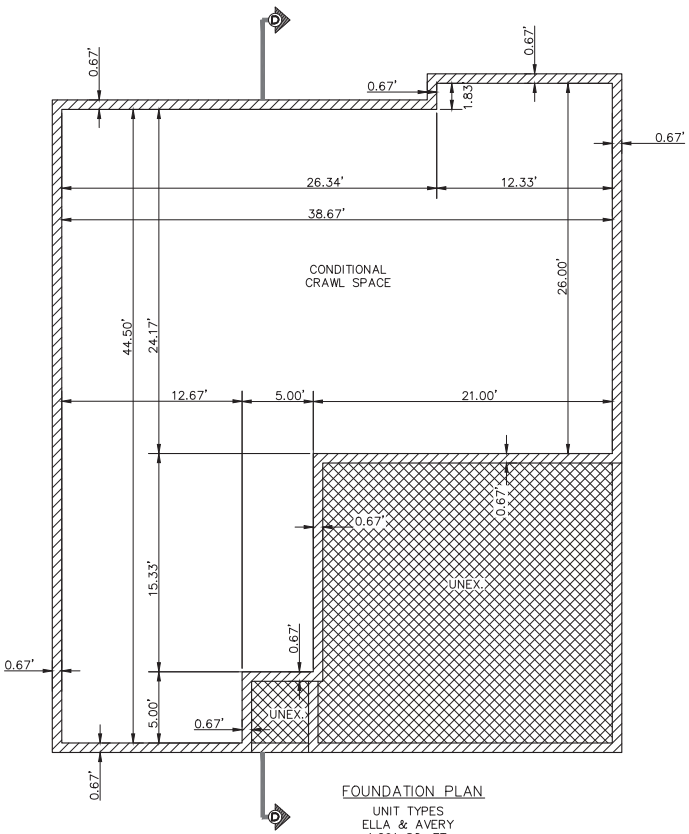
ambit land surveyors, inc.
691 WING STREET
Plymouth, MI. 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024XB-7

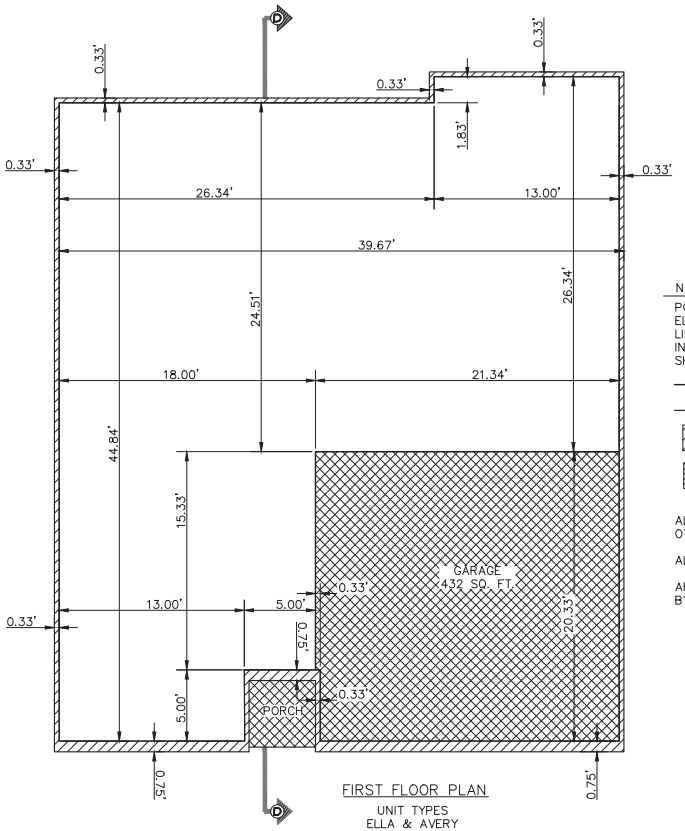
SHEET 7 OF 14

P:\18-024 CRYSTAL POND\CONDO\18-024XB-UT.DWG

GRAPHIC SCALE
4 0 2 4 8 16
(IN FEET)
1/4 inch = 1 ft.



FOUNDATION PLAN
UNIT TYPES
ELLA & AVERY
1,291 SQ. FT.



FIRST FLOOR PLAN
UNIT TYPES
ELLA & AVERY
1,761 SQ. FT.

NOTE:

PORCHES AND DRIVEWAYS ARE LIMITED COMMON ELEMENT. THE AREA AT REAR OF UNIT IS ALSO A LIMITED COMMON ELEMENT, WITHIN WHICH ANY DECK INSTALLED IN COMPLIANCE WITH CONDOMINIUM BY-LAWS SHALL BE LOCATED.

= CENTERLINE BETWEEN UNITS

= LIMITS OF OWNERSHIP

= GENERAL COMMON ELEMENT.

= LIMITED COMMON ELEMENT

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.

ALL WALLS ARE GENERAL COMMON ELEMENT.

ARCHITECTURAL DESIGN AND DIMENSIONING PROVIDED BY TK DESIGNS & ASSOCIATES.

PROPOSED DATED
DECEMBER 27, 2019

CRYSTAL POND CONDOMINIUMS

FOUNDATION AND FIRST FLOOR PLANS - UNIT TYPES ELLA AND AVERY

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN · PATRICK G. KEAST · ENGINEER · NO. 27580 · REGISTERED PROFESSIONAL ENGINEER

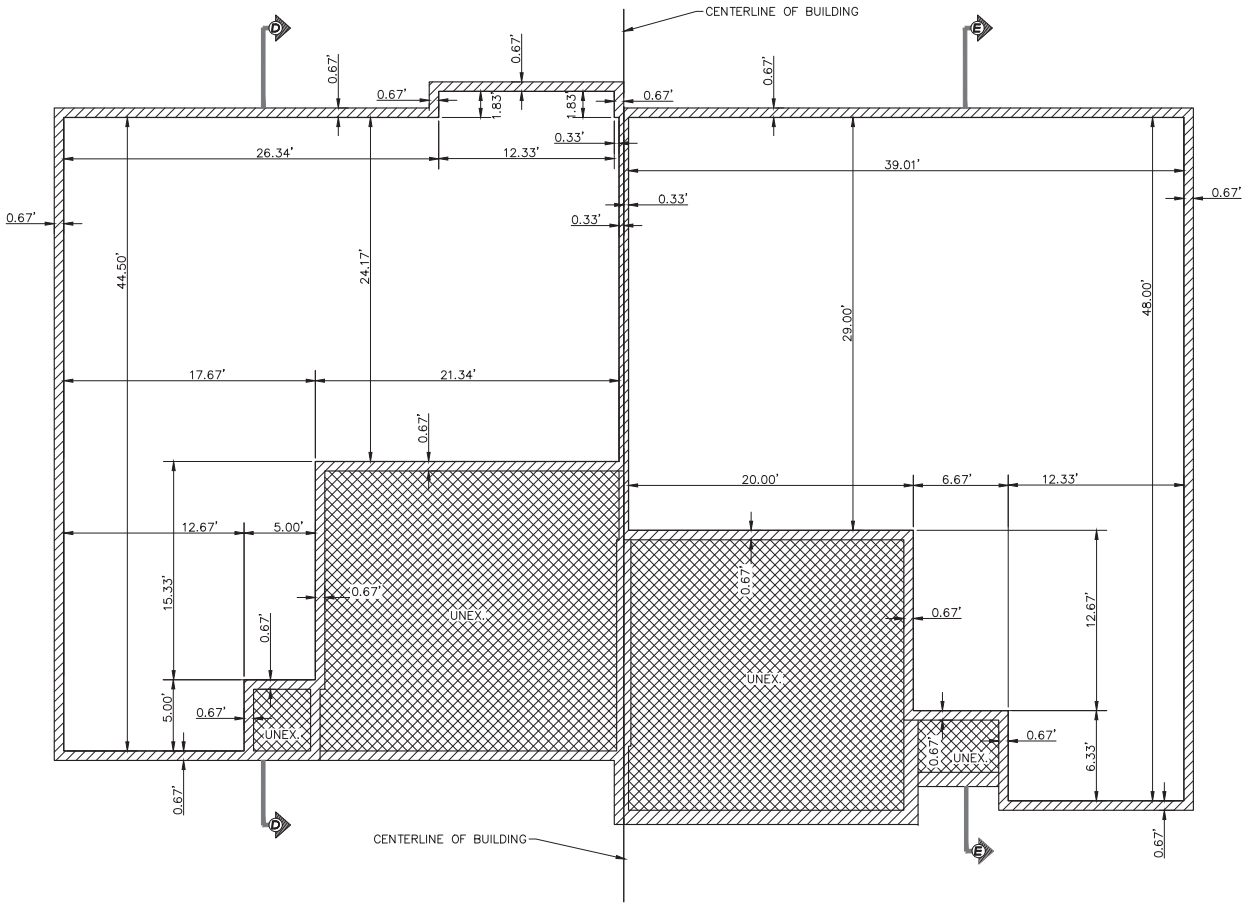
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-9

SHEET 9 OF 14

P:\18-024 CRYSTAL POND\CONDO\18-024EXB-ARCH.DWG



FOUNDATION PLAN
UNIT TYPES
ELLA & AVERY
1,300 SQ. FT.

FOUNDATION PLAN
UNIT TYPE
MEG
1,450 SQ. FT.

GRAPHIC SCALE
4 0 2 4 8 16
(IN FEET)
1/4 inch = 1 ft.

NOTE:

PORCHES AND DRIVEWAYS ARE LIMITED COMMON ELEMENT. THE AREA AT REAR OF UNIT IS ALSO A LIMITED COMMON ELEMENT, WITHIN WHICH ANY DECK INSTALLED IN COMPLIANCE WITH CONDOMINIUM BY-LAWS SHALL BE LOCATED.

= CENTERLINE BETWEEN UNITS

= LIMITS OF OWNERSHIP

= GENERAL COMMON ELEMENT.

= LIMITED COMMON ELEMENT

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.

ALL WALLS ARE GENERAL COMMON ELEMENT.

ARCHITECTURAL DESIGN AND DIMENSIONING PROVIDED BY TK DESIGNS & ASSOCIATES.

PROPOSED DATED
DECEMBER 27, 2019

CRYSTAL POND CONDOMINIUMS

FOUNDATION PLAN - DUPLEX BUILDING

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN · PATRICK G. KEAST · ENGINEER · NO. 27580 · REGISTERED PROFESSIONAL ENGINEER

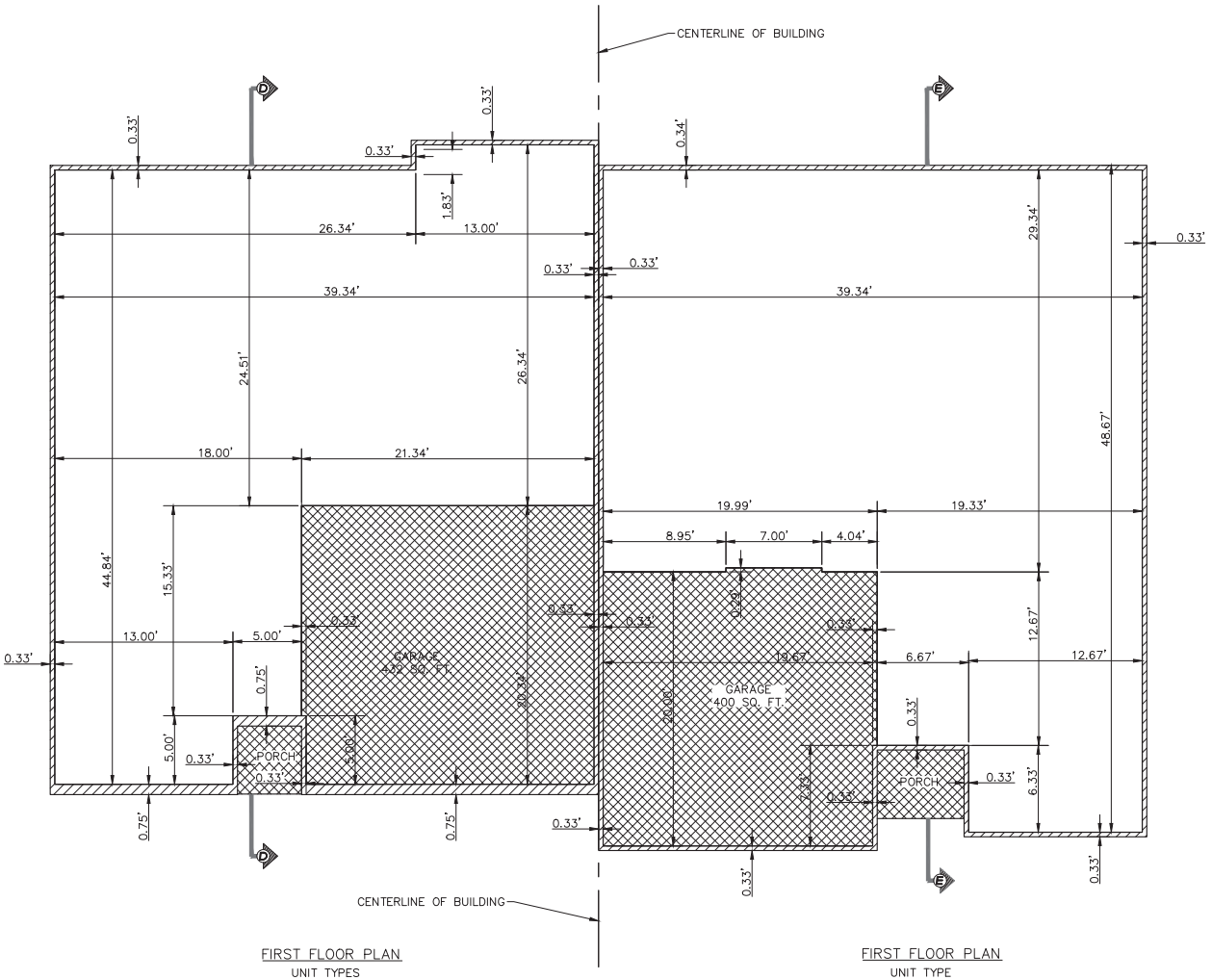
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-10

SHEET 10 OF 14

P:\18-024 CRYSTAL POND\CONDO\18-024EXB-ARCH.DWG



FIRST FLOOR PLAN
UNIT TYPES
ELLA & AVERY
1,761 SQ. FT.

FIRST FLOOR PLAN
UNIT TYPE
MEG
1,877 SQ. FT.

GRAPHIC SCALE
4 0 2 4 8 16
(IN FEET)
1/4 inch = 1 ft.

NOTE:

PORCHES AND DRIVEWAYS ARE LIMITED COMMON ELEMENT. THE AREA AT REAR OF UNIT IS ALSO A LIMITED COMMON ELEMENT, WITHIN WHICH ANY DECK INSTALLED IN COMPLIANCE WITH CONDOMINIUM BY-LAWS SHALL BE LOCATED.

= CENTERLINE BETWEEN UNITS

= LIMITS OF OWNERSHIP

= GENERAL COMMON ELEMENT.

= LIMITED COMMON ELEMENT

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.

ALL WALLS ARE GENERAL COMMON ELEMENT.

ARCHITECTURAL DESIGN AND DIMENSIONING PROVIDED BY TK DESIGNS & ASSOCIATES.

PROPOSED DATED
DECEMBER 27, 2019

CRYSTAL POND CONDOMINIUMS

FIRST FLOOR PLAN - DUPLEX BUILDING

PATRICK G. KEAST
ENGINEER NO. 27580

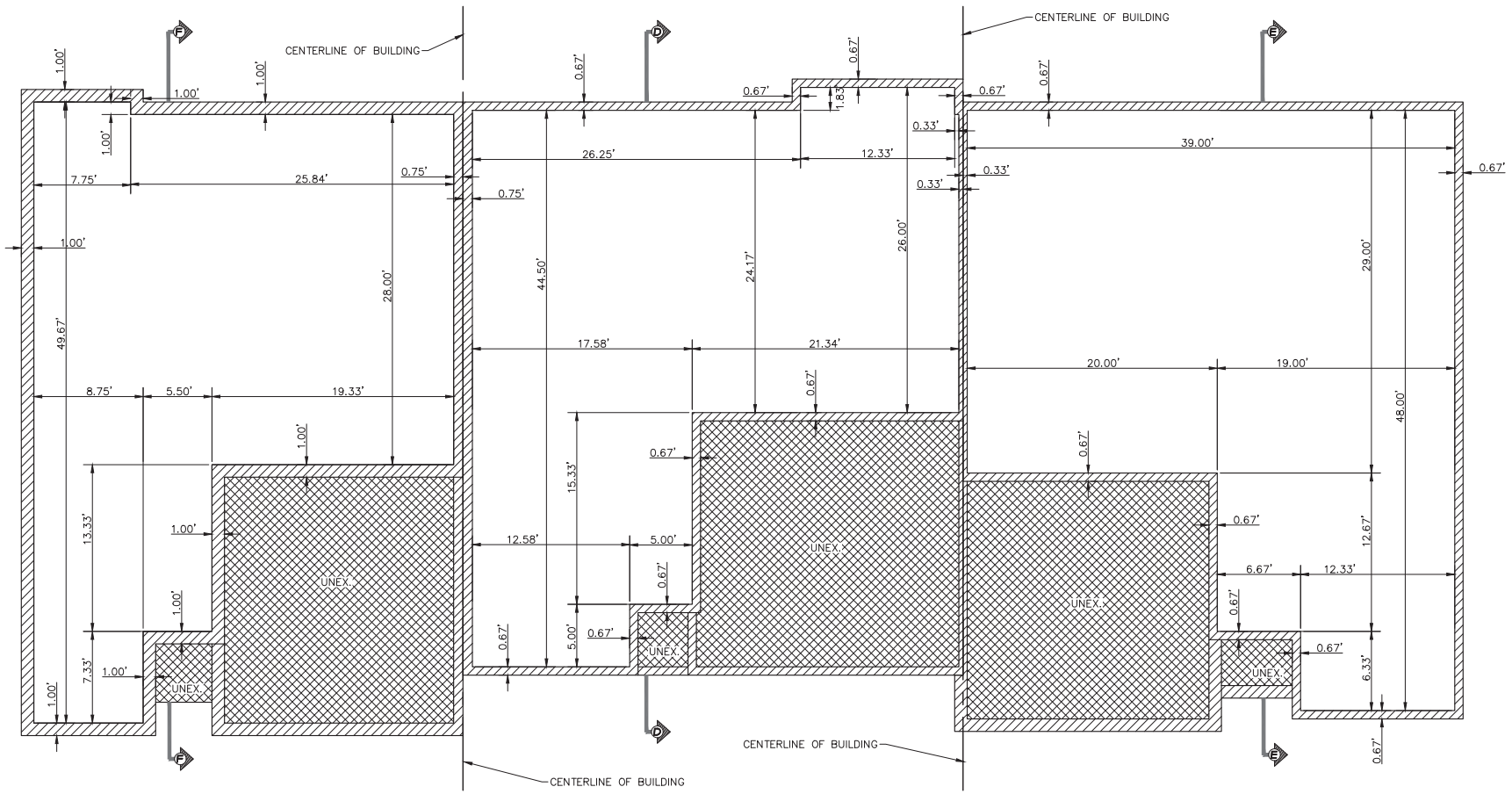
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-11

SHEET 11 OF 14

P:\18-024 CRYSTAL POND\CONDO\18-024EXB-ARCH.DWG



FOUNDATION PLAN

UNIT TYPE
CAPRINA
1,202 SQ. FT.

FOUNDATION PLAN

UNIT TYPES
ELLA & AVERY
1,300 SQ. FT.

FOUNDATION PLAN

UNIT TYPE
MEG
1,450 SQ. FT.

PROPOSED DATED
DECEMBER 27, 2019

CRYSTAL POND CONDOMINIUMS

FOUNDATION PLAN - TRIPLEX BUILDING

GRAPHIC SCALE

4 0 2 4 8 16

(IN FEET)
1/4 inch = 1 ft.

NOTE:

PORCHES AND DRIVEWAYS ARE LIMITED COMMON ELEMENT. THE AREA AT REAR OF UNIT IS ALSO A LIMITED COMMON ELEMENT, WITHIN WHICH ANY DECK INSTALLED IN COMPLIANCE WITH CONDOMINIUM BY-LAWS SHALL BE LOCATED.

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.

ALL WALLS ARE GENERAL COMMON ELEMENT.

ARCHITECTURAL DESIGN AND DIMENSIONING PROVIDED BY TK DESIGNS & ASSOCIATES.

= CENTERLINE BETWEEN UNITS

= LIMITS OF OWNERSHIP

= GENERAL COMMON ELEMENT.

= LIMITED COMMON ELEMENT

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN
PATRICK G. KEAST
ENGINEER
NO. 27580
REGISTERED PROFESSIONAL ENGINEER

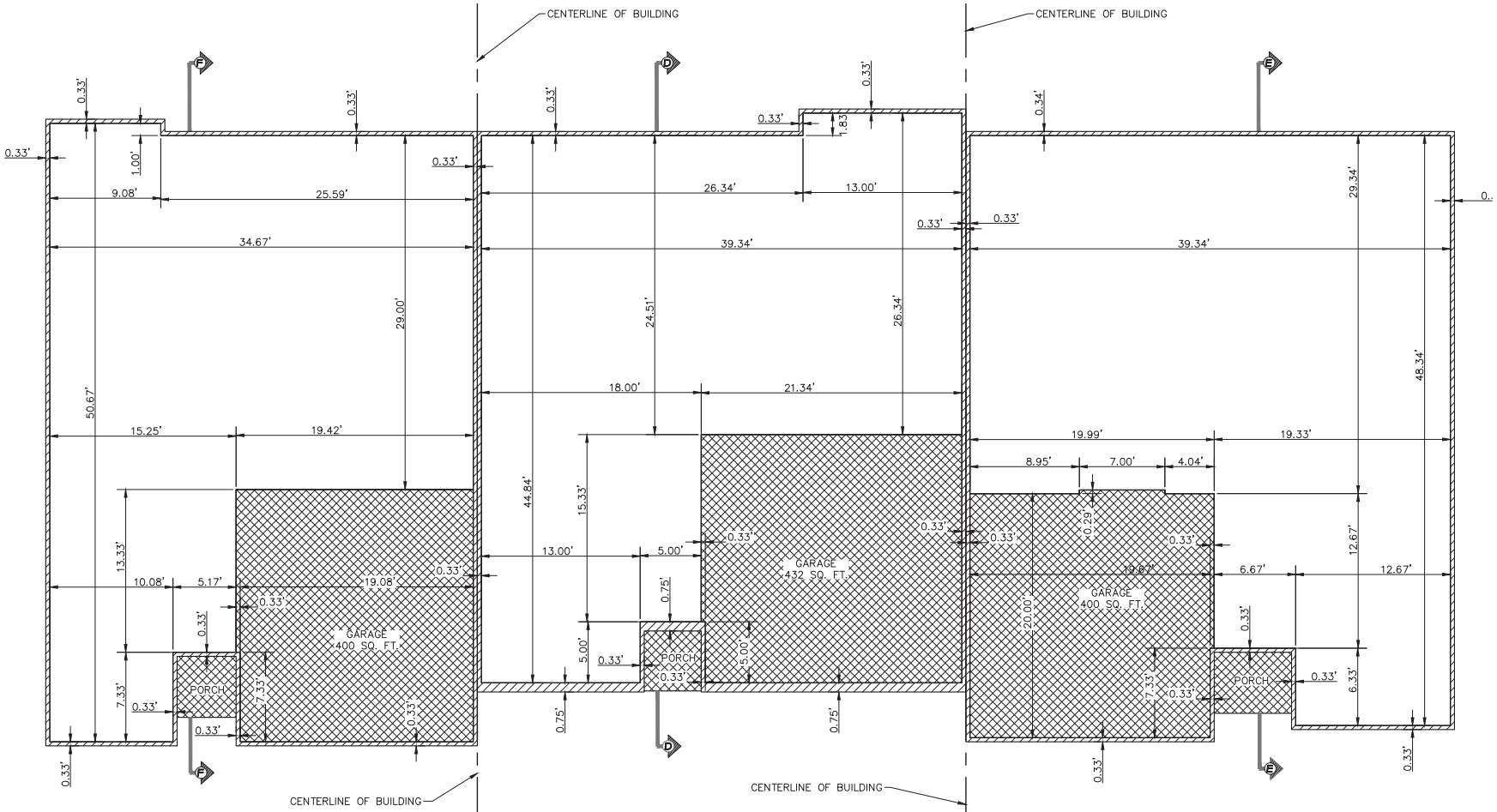
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-12

SHEET 12 OF 14

P:\18-024 CRYSTAL POND\CONDO\18-024EXB-ARCH.DWG



FIRST FLOOR PLAN
UNIT TYPE
CAPRINA
1,692 SQ. FT.

FIRST FLOOR PLAN
UNIT TYPES
ELLA & AVERY
1,761 SQ. FT.

FIRST FLOOR PLAN
UNIT TYPE
MEG
1,877 SQ. FT.

PROPOSED DATED
DECEMBER 27, 2019

NOTE:

PORCHES AND DRIVEWAYS ARE LIMITED COMMON ELEMENT. THE AREA AT REAR OF UNIT IS ALSO A LIMITED COMMON ELEMENT, WITHIN WHICH ANY DECK INSTALLED IN COMPLIANCE WITH CONDOMINIUM BY-LAWS SHALL BE LOCATED.

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.

ALL WALLS ARE GENERAL COMMON ELEMENT.

ARCHITECTURAL DESIGN AND DIMENSIONING PROVIDED BY TK DESIGNS & ASSOCIATES.

GRAPHIC SCALE
4 0 2 4 8 16
(IN FEET)
1/4 inch = 1 ft.

= CENTERLINE BETWEEN UNITS
= LIMITS OF OWNERSHIP
= GENERAL COMMON ELEMENT.
= LIMITED COMMON ELEMENT

CRYSTAL POND CONDOMINIUMS

FIRST FLOOR PLAN - TRIPLEX BUILDING

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN
PATRICK G. KEAST
ENGINEER
NO. 27580
REGISTERED PROFESSIONAL ENGINEER

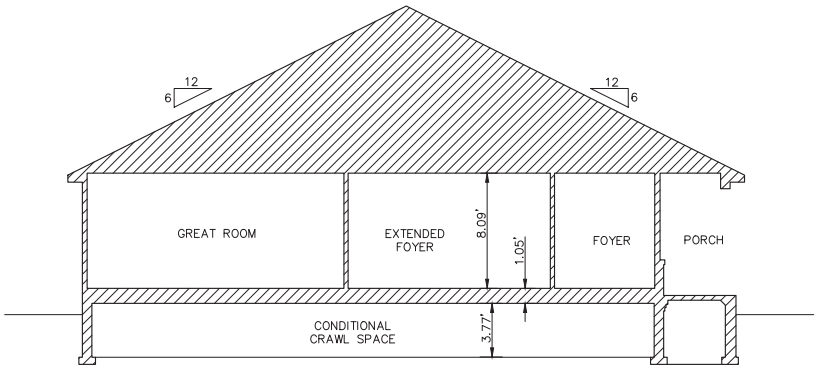
SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-13

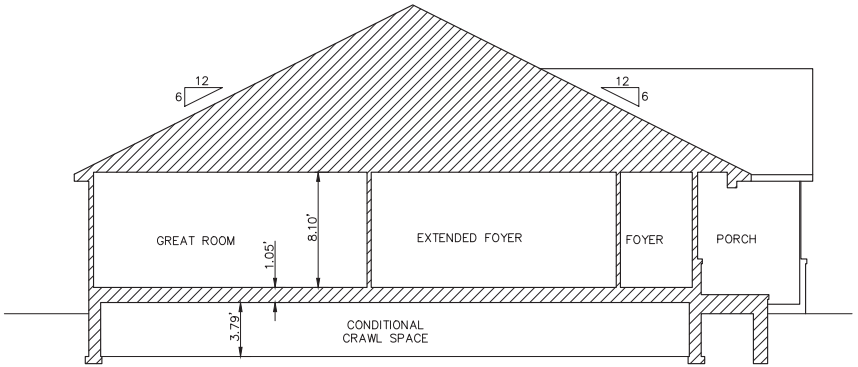
SHEET 13 OF 14

P:\18-024 CRYSTAL POND\CONDO\18-024EXB-ARCH.DWG



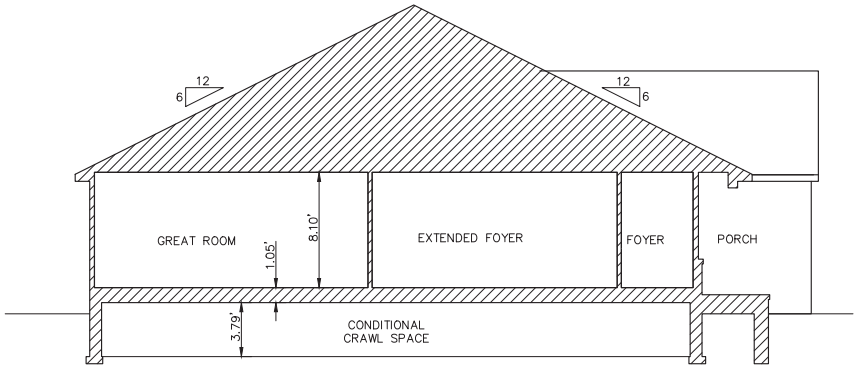
CROSS SECTION D–D

UNIT TYPES
ELLA & AVERY



CROSS SECTION E–E

UNIT TYPE
MEG



CROSS SECTION F–F

UNIT TYPE
CAPRINA

GRAPHIC SCALE

4 0 2 4 8 16

(IN FEET)
1/4 inch = 1 ft.

NOTE:

PORCHES AND DRIVEWAYS ARE LIMITED COMMON ELEMENT. THE AREA AT REAR OF UNIT IS ALSO A LIMITED COMMON ELEMENT, WITHIN WHICH ANY DECK INSTALLED IN COMPLIANCE WITH CONDOMINIUM BY–LAWS SHALL BE LOCATED.

—·——·—·— = CENTERLINE BETWEEN UNITS

——————— = LIMITS OF OWNERSHIP

= GENERAL COMMON ELEMENT.

= LIMITED COMMON ELEMENT

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.

ALL WALLS ARE GENERAL COMMON ELEMENT.

ARCHITECTURAL DESIGN AND DIMENSIONING PROVIDED BY TK DESIGNS & ASSOCIATES.

PROPOSED DATED
DECEMBER 27, 2019

CRYSTAL POND CONDOMINIUMS

CROSS SECTION PLAN - D-D, E-E, F-F

PATRICK G. KEAST
ENGINEER NO. 27580

STATE OF MICHIGAN · PATRICK G. KEAST · ENGINEER · NO. 27580 · REGISTERED PROFESSIONAL ENGINEER

SEIBER, KEAST ENGINEERING, L.L.C.
CONSULTING ENGINEERS
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: INFO@SEIBERKEAST.COM

ambit land surveyors, inc.
691 WING STREET
Plymouth, MI 48170
ph. 800.221.5263
ph. 734.455.5501
fax 877.837.5267
www.ambitsurveyors.com

18-024EXB-14

SHEET 14 OF 14

P:\18-024 CRYSTAL POND\CONDO\18-024EXB-ARCH.DWG

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-WILLIAMS JIMMIE

Charter Township of Ypsilanti
Hydro Station

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544.3690
Fax: (734) 544.3626

www.ytown.org

MEMORANDUM

TO: Board of Trustees

FROM: Michael Saranen, Operation Manager

DATE: February 11, 2020

RE: Request to approve GEI to provide Professional Services to complete the 5 year Consultant Safety Inspection and Report as it is required by the Federal Energy Regulatory Commission (FERC), CFR 18, Part 12, subpart D of the Commission's Regulation in the amount not to exceed $ 43,900.00 to be charged to 252.252.000.801.000.

I am asking to Board to approve GEI Consultants to provide Professional Services for completing the 5 year Consultant Safety Inspection and Report as it is required by the Federal Energy Regulatory Commission (FERC), CFR 18, Part 12, subpart D of the Commission's Regulation

Every 5 years the FERC requires the Hydro Station to conduct an Independent Safety Inspection of the Hydro Station and then complete a formal report that is filed with the FERC.

I request we use GEI Consultants for this task. GEI has experience with dam inspections and has done inspections on dams in Ann Arbor and Belleville.

This is a budgeted item for 2020 in line item 252.252.000.801.000

Please place this item on the March 3rd Board Meeting agenda under New Business.

Consulting Engineers and Scientists

January 14, 2020
Proposal 2000004

Mr. Michael Saranen, Operation Manager
Charter Township of Ypsilanti
Hydro Station
7200 S. Huron Drive
Ypsilanti, MI 48197

Re: Proposal for 2020 Part 12 Consultants Safety Inspection Report (CSIR)
Ford Lake Hydroelectric Station, FERC No. 5334
Ypsilanti Township, Michigan

Dear Mr. Saranen:

GEI Consultants of Michigan, P.C. (GEI) is pleased to submit this proposal to the Charter Township of Ypsilanti for the Federal Energy Regulatory Commission (FERC) Part 12D Consultants Safety Inspection Report and Potential Failure Mode Analysis (PFMA) Review for the Ford Lake Hydroelectric Station, FERC No. 5334. This proposal describes our understanding of the project, proposed scope of services, project team, schedule, and estimated costs.

Understanding of Project Scope

The Ford Lake Hydroelectric Station is located on the Huron River approximately 2 miles southeast of Ypsilanti, in Wayne County, Michigan. The dam went into service in circa 1932 and includes earthen embankments, a powerhouse containing two generating units, and a concrete spillway. As a power producing facility, the Project is regulated by the Federal Energy Regulatory Commission (FERC), with involvement by the FERC Division of Dam Safety and Inspections.

We understand that the Township is scheduled to have the next FERC Part 12D 5-Year Inspection for the Ford Lake Hydroelectric Station in 2020. The scope of the Inspection is outlined in a FERC letter to you dated December 12, 2019, **Subject: Ninth Independent Consultant's Safety Inspection Report for the Ford Lake Hydroelectric Project, P-5334 due by December 1, 2020**.

As part of the inspection, FERC requires that the Independent Consultant, Owner and FERC Inspector conduct an informal PFMA review session of the existing potential failure modes (PFMs) and discuss any proposed revisions or additional failure modes identified. Besides this general PFMA review requirement for all FERC dams, the FERC letter also includes the following project specific documents to be reviewed and addressed by the Independent Consultant (IC) as part of the Ninth Independent Consultant's Safety Inspection Report (CSIR):

GEI Consultants of Michigan, PC
9282 General Drive, Suite 180, Plymouth, MI 48170
734.680.1600

> The following [analysis/analyses and/or study/studies and/or items], which were either outstanding from previous Part 12 Reports, previously requested by FERC letter, or became apparent during our review of existing documents, will also need to be provided to the IC for review together with this Report:
>
> - April 6, 2018 FERC review letter comments Nos. 1 through 11 regarding the consultant's recommendations (Barr Engineering Co.'s) contained in the December 21, 2017 Technical Memorandum – Special Spillway Assessment and Supplemental Potential Failure Mode Analysis (PFMA).
>
> - August 15, 2017 FERC letter accepting the Charter Township of Ypsilanti's plan and schedule to address the Eighth CSIR's IC recommendations to update the Supporting Technical Information Document (STID) with nine items outlined in the CSIR's Section 1.3.7, Information Regarding the STID.

GEI Background

GEI at a Glance:

Company Name	GEI Consultants of Michigan, Inc.
Years in Business	47
Headquarters Address	400 Unicorn Park Drive Woburn, MA 01801
Branch Office for this Work	9282 General Drive Suite 180 Plymouth, MI 48170
Type of Business	Corporation
Licensed to operate in Michigan	Yes

GEI Consultants of Michigan, PC (GEI) has been providing dam design engineering, water resources, and construction management services to clients nationwide since its founding in 1970. Nationwide, GEI enjoys extended contractual relationships with dam owners such as the U.S. Fish and Wildlife Service (USFWS), U.S. Army Corps of Engineers (USACE), U.S. Bureau of Reclamation (USBR), Bureau of Land Management (BLM), Upper Peninsula Power Company (UPPCO), Bureau of Indian Affairs (BIA), Minnesota Power, Alliant Energy, Xcel Energy, Pacific Gas & Electric (PG&E), Eldorado Irrigation District (EID), Tennessee Valley Authority (TVA), and numerous other municipal, water district, and utility clients. Our Michigan staff works closely with dam owners and serves as a buffer and correspondent with the Federal Energy Regulations Commission (FERC) on behalf of these clients. We have significant experience and knowledge of the FERC guidelines and reporting procedures and provide these services to our clients. To assist FERC-regulated dam owners, GEI maintains several Part 12 Independent Consultants (ICs) on staff.

GEI's FERC-Approved Part 12 Independent Consultants:

Mike Carpenter, PE
Rick Anderson, PE
Steve Elver, PE
Matt Emrick, PE
Gillian Gregory, PE
Daniel LaGatta, PE
Richard Westmore, PE
R. Lee Wooten, PE
Bill Walton, PE
Alberto Pujol-Ruis, PE
Bill Rettberg, PE

GEI has 38 offices throughout the U.S., including 7 offices in Michigan, including an office in Plymouth.

Dam Engineering

Nationally, GEI has planned, analyzed, evaluated, and designed improvements at over 2,500 existing dams for federal, state, and local governments; water agencies, districts, and utilities; and conservation organizations. These projects include dams of all types, from simple earthen embankments to multi-zoned earthfill/rockfill embankments, concrete gravity dams, and roller-compacted-concrete (RCC) dams. We have established ourselves as an industry leader in the rehabilitation of aging dams, with a focus on investigating and mitigating seepage concerns, reducing leakage in dams and canals, repairing/replacing outlet works, modifying spillways, reducing potential damage during seismic events, and addressing other potential failure modes (PFM's) for high-hazard dams.

Scope of Services

Based on the current requirements of the Part 12D Safety Inspection Program and the Dam Safety Performance Monitoring Program (DSPMP) detailed in Chapter 14 of the FERC Guidelines as updated in 2017, we anticipate the following general tasks are needed:

- Collect and review existing dam safety documentation provided by the Township prior to the site visit;
- Participate in a PFMA Review session with representatives from Ypsilanti Township and the FERC dam inspector at the same time as the site safety inspection and provide recommended updates or revisions;
- Review the Supporting Technical Information Document (STID) for the project and provide recommendations for updates to reflect recent Project improvements and to meet current FERC requirements;
- Review prior underwater dive inspections reports (provided by the Township);
- Review the August 15, 2017 and April 6, 2018 FERC correspondence described above:
- Conduct the Part 12D field inspection by the Independent Consultant (IC); and
- Prepare the Draft and Final Consultants Safety Inspection Report (CSIR).

Document Review

As part of the preparation for the Part 12D Dam Safety Inspection and prior to mobilization to perform the site inspection, the IC will review the previous CSIR, previous recent FERC Annual Inspection Reports, the current Dam Safety Surveillance and Monitoring Program (DSSMP), and the most recent Dam Safety Surveillance Monitoring Report (DSSMR) for the Project. The IC will also review available Underwater Dive Reports, Gate Inspection Reports and other relevant inspection reports that are provided. We request that the Township provide copies of the current revision of each document, either in hard copy or electronic form, soon after contract award and prior to performing the site inspection.

As part of the preparation for the site inspection and as required by the FERC, GEI will review the project STID for "*conformity with the latest requirements of the FERC Engineering*

Guidelines and provide recommendations for updates, if needed." This includes all analyses and supporting computations including project hydrology and hydraulics (STID Section 6), structure stability (STID Section 8), and the spillway gates (STID Section 9). Please note that as stated in the FERC letter requesting the 5-year inspection, FERC now requires that the IC *"provide a clear and comprehensive statement of concurrence or non-concurrence with the methodology, assumptions, and conclusions of previous reports and studies summarized in the STID and that these analyses and studies were correctly applied and are appropriate given the current guidelines and state of dam practice."*

A summary of recommended STID updates or recommended new studies will be detailed in the CSIR. Preparing updates to the STID, if requested by the Township or if recommended in the CSIR, are not included in our scope or cost estimate. We would be pleased to assist the Township with this additional effort on a time-and-expenses basis, subject to prior approval.

PFMA Review Session

The FERC currently requires that the IC, Licensee and FERC Inspector review all the PFMs and their assigned categorization. Typically, the PFMA Review session is held at the Licensee's office around the time of the field inspection. To prepare for the PFMA Review, the IC will independently review the PFMA Report and prepare any recommended changes or updates to the review team in advance of the review session.

We will attend and facilitate a half day PFMA Review session on the same day as the Part 12D field inspection. The PFMA Review session will discuss any proposed revisions to the PFMA Report, including:

- Whether the updated potential failure mode descriptions have sufficient detail to fully describe how the potential failure mode develops from initiation through progression to breach.
- Changes or additions to the positive and negative contributing factors based on new data, studies and/or repairs completed since the last PFMA updates.
- Changes in the list of possible risk reduction measures, additional studies needed, or surveillance and monitoring measures based on new data, studies or repairs completed since the last PFMA updates.
- Recommended changes to potential failure mode category, if any.
- Recommendations whether additional potential failure modes are needed as a result of new data, studies or repairs completed since the latest PFMA updates.

The outcome of the PFMA Review session, including recommendations for updates, will be summarized and included in the CSIR. If, as an outcome of the PFMA Review or pre-meeting teleconference with FERC, it is concluded that more extensive edits or revisions to the PFMA Reports are needed beyond what is listed above or that the reports must be completely revised and/or a new PFMA is needed, they will be considered additional services.

Dive Inspection

As part of the preparation for the Part 12D Dam Safety Inspection and prior to mobilization to perform the site inspection, GEI (or the Township) will need to contract a diving contractor to perform an underwater inspection of the Ford Lake Dam similar to prior underwater inspections of the facility. We will review prior dive inspection reports for the dam to help develop our dive inspection scope. In general, we will be looking for scouring under the concrete apron off the ends of the powerhouse and the spillway, as well as any significant deterioration of concrete surfaces along the ends of the aprons and the divider wall between powerhouse and spillway outflow. We will need to work with plant operators to coordinate water flow between powerhouse and spillway during the dive inspection so flow in the areas being inspected are slow, both for safety and for better observation.

GEI (or the Township) will retain a commercial underwater construction company, well versed in safe diving protocol and inspection work. Their work will be performed per OSHA requirements. The dive inspection crew will be accompanied on their boat by a GEI representative to review findings in real time via diver comments and video of the underwater surfaces being inspected. A video and audio recording of the underwater inspection will be made for future review during report preparation and for documentation for future evaluations. The dive company will prepare a stand-alone Underwater Inspection Report, to be included in the CSIR as an appendix.

Besides the dive inspection, we may need to perform a bathymetric survey of the tailrace water depth below the dam to identify possible scour holes, both water depth and shifting river bed movement from prior surveys. The need for a bathymetric survey will be determined after initial document review. Should a bathymetric survey be needed for this Inspection, it would be performed by the dive crew on a second day of work on the water.

Part 12 D Site Inspection and Report

The IC will also participate in a conference call with the Licensee (Owner) and the FERC 90 days prior to the Part 12D site inspection. This conference call will prepare the inspection team to focus on those areas most critical to dam safety.

The Part 12D site inspection for the project will include the work outlined in Title 18, Part 12, Subpart D of the Code of Federal Regulations, Part 12D Safety Inspection Report Outline

(July 1, 2005). Mr. Steven Elver, P.E. (MI) will serve as the IC. The IC will be assisted during the field inspection by a staff-level engineer. The IC will visually inspect the condition of the project structures, including the gates, from safe, accessible vantage points and document the inspection observations within field books or inspection forms and by digital photography. At the completion of the field inspection, the IC will discuss any significant findings with the Licensee and FERC Inspector and discuss recommendations, if needed, for adding any new PFMs or changes to the existing PFMs based on the inspection.

GEI will use the results of the field inspection and review of information listed above to generate the CSIR. Prior to submittal of a final report, GEI will issue a draft CSIR for owner review and comment. The draft CSIR will be electronically submitted to the Township for review and

comment in Word and/or Adobe *.pdf format. Upon receipt of all Township review comments, GEI will finalize the CSIR and provide up to three (3) hard copies and one (1) electronic copy in Adobe *.pdf format on CD or DVD.

The CSIR may identify recommended structural repairs or additional engineering studies. The scope of these recommendations will not be known until the completion of the Part 12D Inspection process. Although we can provide limited recommendations as a supplement to the CSIR, our proposed scope of services does not include preparation of supplemental reports containing additional studies, design of remedial options, or detailed cost estimates.

GEI can assist the Township with preparation of a draft cover letter from the Township to the FERC, stating that they have reviewed the CSIR, and with electronic submittal of the CSIR to the FERC website by the due date of December 1, 2020, if desired.

Key Personnel

The inspection and report will be performed by a team of experienced GEI professionals who have many years of experience in dam design, FERC licensing, compliance, PFMAs, and Part 12D inspections.

Michael Gentner, PE – Project Manager (Based in GEI's Plymouth, MI Office)

Mr. Gentner will serve as the project manager for the project. He will be responsible for coordinating and scheduling the resources needed to complete the Part 12D assessment and will maintain regular and open communication with the Township staff. He is a civil engineer with a focus on geotechnical engineering. His experience includes several dam safety inspections and reports under the Michigan Code Part 307 and Part 315.

Steven Elver, PE – Independent Consultant (Based in GEI's Vernon Hills, IL Office)

Mr. Elver will serve as the IC responsible for conducting the Part 12D inspections and preparing the CSIR in compliance with the FERC requirements. He has over 35 years of experience in the evaluation, design, and construction of dams, hydropower facilities, and flood control structures, and has conducted 10 Part 12D inspections on high-hazard dams throughout the Midwest in the recent past. Mr. Elver will complete the inspections competently, safely, and efficiently. While preparing the CSIR, he will develop maintenance recommendations that are appropriate to maintain the long-term reliability of the dam structures.

The inspection will be performed by a team of experienced GEI personnel who have many years of experience in dam inspection, rehabilitation, design, construction, and FERC compliance. **Mr. Steven A. Elver, P.E. (MI)** will be responsible for directing the inspection and preparation of the Part 12D Safety Inspection Report. One (1) additional GEI staff engineer will support Mr. Elver with the field inspection, PFMA review, note taking on site and preparation of the CSIR. A copy of Mr. Elver's resume is attached.

After the site inspection, GEI will further review the STID and evaluate prior studies and calculations as described above. Additional staff members with experience in hydrology and geology will be called upon to assist in this task as required.

Nearby Part 12D Inspection Projects Performed by GEI

French Landing

The French Landing Dam and Hydroelectric Facility is located on the Huron River in Van Buren Township at the end of Belleville Lake near Belleville, MI. French Landing is the next dam downstream of the Ford Lake Dam. French Landing was constructed in 1924 and operates as a run-of-river hydroelectric facility. The dam is classified as a high hazard facility. In 2014, Steve Elver (the proposed IC for this Ford Lake Dam inspection) performed the FERC Part 12D Inspection and prepared the CSIR for the French Landing Project, FERC No. 9951.

Barton Dam

Barton Hydroelectric Project is located in the City of Ann Arbor, Michigan, in Section 17, Township T2S, and Range R6E. The dam was constructed in 1913 and is the first (upstream) of four dams on the Huron River owned and operated by the City of Ann Arbor. The dam is a run-of-river project serving hydroelectric, municipal water supply, and recreational purposes. Barton Dam was rehabilitated in 1972, and a new turbine and generator were installed in 1986. In 2018, the turbine and generator were being serviced as part of the 10-year inspection recommendations and to increase power generating efficiency. The Project has been issued a license exemption, FERC Project No. 3142. Michael Carpenter, of GEI completed the 8th FERC Part 12 Inspection and Report in 2018.

Superior Dam

Superior Hydroelectric Project is located east of the City of Ann Arbor in Superior Township, Michigan, in Section 36, Township T2S, and Range R6E. The dam was constructed in 1919 and is the furthest downstream of four dams on the Huron River owned and operated by the City of Ann Arbor. The dam is a run-of-river project serving hydroelectric and recreational purposes. Superior Dam was rehabilitated in 1972, including demolition of the original powerhouse, and a new powerhouse and generator were installed in 1986. The Project has been issued a license exemption, FERC Project No. 3152. Michael Carpenter, of GEI completed the 8th FERC Part 12 Inspection and Report in 2018.

Project Schedule

We propose to perform the Part 12D field inspection during a mutually acceptable week in June, July or August of 2020. We have budgeted a total of 1 day for the PFMA Review and Part 12D field inspection. We will choose the date of the inspection during the FERC required conference call approximately 90 days before the inspection.

Prior to the date of the field inspection, we will perform the underwater inspection of the dam. This will allow us to discuss findings from the underwater inspection with the Township and with FERC during the Part12D inspection.

We will submit a draft of the CSIR to the Township no later than October 30, 2020. Presuming Township comments are received back within two (2) weeks, the final report will be submitted by November 20, 2020. That will allow time for the Township to file with the FERC office by the December 1, 2020 due date. (GEI can assist the Township with the submittal process.) If a more accelerated schedule is required, we would be pleased to discuss this with you.

Project Fees

The proposed scope of services outlined above will be performed on a time-and-expenses basis for a Not-To-Exceed fee of **$28,800** for the Ford Lake Hydro Project Part 12D Inspection and PFMA Review. We have listed Dive Inspection and Bathymetric Survey tasks separately but could add them into our GEI scope of services. This fee estimate is broken down as follows:

Task Description	Cost
Document Review, Preliminary Conference Call with the Township and FERC, Attend PFMA Review Session with the Township and FERC and perform the Part 12D Field Inspection	$8,900
Perform follow up document review, evaluate prior studies performed for the Project and Prepare the CSIR, Draft and Final Versions	$19,900
Base Scope for Part 12D CSIR, Inspection and PFMA Review, **Total:**	**$28,800**
Dive Inspection Contractor for Underwater Survey, One Day w/ mob	$7,500
GEI Subcontracting Divers and Accompanying Dive Contactor	$2,200
Bathymetric Survey with Dive Boat and GEI Representative	$5,400
Dive Inspection and Bathymetric Survey through GEI, **Total:**	**$15,100**

If additional services are requested beyond those described above, they will be performed on an accrued time and expense basis in accordance with the attached Fee Schedule. Of course, the Township will be notified of any additional services prior to them being performed.

Proposal Assumptions

- Mr. Steven Elver, P.E., will be the Independent Consultant (IC).
- The services can be completed in accordance with the schedule as noted above.
- Our proposed scope of services does not include the preparation of supplemental reports containing additional analyses or studies (other than those listed in our proposed Scope of Services above), design of remedial measures, or corresponding engineering cost

estimates. If requested, these services will be performed on an accrued time and expense basis, using the appropriate labor and expense rates given on the enclosed Fee Schedule.

- We will provide recommendations in the CSIR as required, for updates, revisions and/or improvements to the STID and PFMA Report; however, performing the updates and/or making revisions are not included in our scope of work and will be considered additional services.
- Ypsilanti Township is responsible for providing GEI with all background studies, reports, drawings, and other data (not previously submitted to GEI) required to prepare this CSIR. Data should be submitted in hard copy and Adobe *.pdf electronic format.
- We assume an experienced Operator(s) familiar with the Ford Lake Hydroelectric Station will be available during the site visit to provide safe access to the project structures and will be available for on-site review of the DSSMP.
- GEI will prepare a site-specific Health and Safety Plan for the field inspection and provide personal protective equipment for GEI inspection team personnel.
- GEI personnel will follow Ypsilanti Township protocol for lock-out, tag-out procedures to ensure the gates are inoperable during the inspections, both dive inspection and Part 12D inspection.
- We assume that Ypsilanti Township will control river flows to allow the inspection of the outlet works and spillways, to perform tailrace dive and survey work safely and efficiently.

Conditions of Engagement

Our services will be performed in accordance with the terms and conditions of the attached Standard Agreement Form between the Township and GEI. If this proposal is acceptable, please issue a purchase order referencing this proposal.

Thank you for the opportunity to prepare this proposal. We look forward to working with you on this project. If you have any questions with regard to this proposal, please contact us at (734) 680-1598.

Sincerely,

GEI CONSULTANTS of MICHIGAN, P.C.

Steven A. Elver, P.E., S.E.
Independent Consultant / Senior Consultant

Michael Gentner, P.E.
Senior Geotechnical Engineer

Attachments:

S. Elver Resume
GEI Standard Agreement Form – Ford Lake Dam
GEI MI 2020 Fee Schedule

Resume

Steven A. Elver, P.E., S.E.

Steven A. Elver, P.E., S.E.
Senior Consultant

resume

Steven Elver has over 30 years of engineering experience in the design/construction industry, both field and office assignments. Administrative tasks include quality control and business development for structural engineering, dams, hydroelectric and building evaluation projects. Technical duties involve field condition surveys, civil/structural and hydroelectric design, construction management, and forensic investigations. Certified Independent Federal Energy Regulatory Commission (FERC) Part 12D Inspector, Hydroelectric facilities. Project manager/ principal for multi-disciplined projects.

RELEVANT PROJECT EXPERIENCE

Whiteface Dam Gate Replacement and Spillway Assessment, Minnesota Power, St. Louis County, MN. Performed an on-site condition assessment of existing abutment walls and base slabs at the main spillway, for use in gate replacement design. Additional design included evaluation of structural modifications to safely pass flows from proposed new gates and filling of abandoned conduits in the existing structure. In 2019, prepared final For-Construction Drawings and performed the first half of the work, scheduled to be completed in 2020.

PCA Seepage Repair Design, Packaging Corporation of America, International Falls, MN. Engineer of Record for preliminary design of a seepage reduction concrete facing on a stacked stone overflow spillway. Final design and construction to be completed in 2020.

Cheyboygan Locks Rehabilitation Project, State of Michigan DTMB, Cheyboygan MI. Performed a detailed condition survey and prepare repair recommendations to rehabilitate this decades-old boat lock off Lake Huron in lower Michigan. A condition report with recommendations was drafted in 2019. The report is being reviewed by the State, with plans to complete final repair drawings and specifications in 2020.

2017 Part 12D Consultant's Safety Inspection Report, Morrow Dam, STS HydroPower/Eagle Creek Renewable Energy, Comstock, MI. Independent Consultant for Federal Energy Regulatory Commission (FERC) 5 Year Safety Evaluation. Performed a site safety inspection including detailed radial gate inspection, reviewed project documents, updated the Potential Failure Mode Analysis (PFMA) and finalizing a comprehensive report.

2017 Part 12D Consultant's Safety Inspection Report, Little Quinessec Dam, Northbrook Power Management, Niagara, WI. Independent Consultant for Federal Energy Regulatory Commission (FERC) 5 Year Safety Evaluation. Performed a site safety inspection including detailed radial gate inspection, reviewed project documents, updated the Potential Failure Mode Analysis (PFMA) and finalizing a comprehensive report to meet FERC's Part 12 Safety Requirements.

EDUCATION
B.S., Civil Engineering/Structures, University of Wisconsin, Milwaukee

EXPERIENCE IN THE INDUSTRY
38 years

EXPERIENCE WITH GEI
5 years

REGISTRATIONS AND LICENSES
Professional Engineer, MI No. 6201040446
Professional Engineer, NY No. 082816
Structural Engineer, MN No. 42044
Professional Engineer, AL No. 23828-PE
Professional Engineer, KS No. 15114
Structural Engineer, NE No. E-8533
Structural Engineer, IL No. 081-005356
Professional Engineer, IN No. PE19600556
Professional Engineer, WA No. 0030388
Professional Engineer, IL No. 062-047348
Professional Engineer, VA No. 0402020222
Professional Engineer Civil, WI No. 24485-6
Professional Engineer, OH No. E-80897

CERTIFICATIONS
FERC Part 12 Approved Inspector

OSHA 10-Hour Training

GEI Consultants

Gate Hoist Replacement Projects, Rice Reservoir, Spirit Reservoir and Willow Reservoir, Wisconsin Valley Improvement Co., Tomahawk, WI. Project Engineer for installation of new, replacement gate hoists on existing radial gates. Work included confirmation that new hoists paired correctly with the existing gates and that they would not overload structural framing. These projects occurred in 2017, 2018 and 2019, respectively.

Spillway Abutment Evaluation/Repair Project, Willow Reservoir, Wisconsin Valley Improvement Co., Tomahawk, WI. Project Engineer for investigation of tainter gate binding root cause and design of repairs. The cause of gate binding was determined to be a leaning four foot tall section of abutment wall that was added after original construction. It was leaning into the bay due to backfill lateral pressure. Repairs were designed and implemented in 2015 to allow full range of gate opening.

Eau Pleine Reservoir Steel Stoplog Gate Design, Wisconsin Valley Improvement Company, Mosinee, WI. Chief designer and Engineer-of-Record for the design of new steel stoplog panels to replace original beam and sheet-pile closure design. The design was made to provide a better seal and easier installation for retaining water just upstream of existing tainter gates, for use during tainter gate maintenance. The existing slots were matched in the design and seals were incorporated to cut water flow around/between three panel sections. Design completed in 2015.

Island Lake Dam Emergency Spillway Replacement Project, Minnesota Power, St. Louis County, Minnesota. Final structural design of concrete spillway structures for new labyrinth spillway, including FERC correspondence and engineering assistance during construction, which started in 2015 and was completed in December 2016.

2016 Part 12D Consultant's Safety Inspection Report, Cascade Dam, STS HydroPower, Cascade, MI. Independent Consultant for Federal Energy Regulatory Commission (FERC) 5 Year Safety Evaluations. Performing a site safety inspection, review of project documents, updating the Potential Failure Mode Analysis (PFMA) and preparing a comprehensive report to meet FERC's Part 12 Safety Requirements. Report completed December, 2016.

Mosinee Dam Structures - Evaluation and Repairs, Wausau Paper Company/Expera, Mosinee, WI. Engineer-of-Record. Several repairs and upgrades on this FERC Licensed Dam, including reconstruction of the main water intake structure to the paper mill, design of a new, hinged flashboard system, participation as core team member in an urgent PFMA program followed by urgent repair designs and construction assistance for a rock filled, timber crib dam buttressing project, completed in late 2011, and further repairs in Summer 2016.

2015 Part 12D Consultant's Safety Inspection Reports, Allegheny No. 8 Dam in Adrian, PA and Allegheny No. 9 dam in Cowansville, PA. Independent Consultant for two Federal Energy Regulatory Commission (FERC) 5 Year Safety Evaluations. Performed a site safety inspection, reviewed project documents, updated the Potential Failure Mode Analysis (PFMA) and prepared a comprehensive report to meet FERC's Part 12 Safety Requirements.

Badger Hydroelectric Facility, Kaukauna Utilities, Kaukauna, WI. Chief Designer and Engineer-of-Record of anew $57M, 7 MW, hydroelectric powerhouse, power canal and trash rack structure to completely replace existing facilities. The project included replacing an 1880's era, 2200 foot long stacked stone power canal with structural concrete walls. Design also included final powerhouse design, trash racks with automatic rakes, tailrace rock excavation, and other associated features. Early work included preliminary design of the new powerhouse and power canal for permitting, years 2005-2011. Related tasks included participation as a core team member for a new Potential Failure Mode Analysis (PFMA) in 2011 as part of final design considerations. More recent work included construction quality oversight and project completion plus commissioning in 2012/ 2013. Then performed a new PFMA and **2014 Part 12D CSIR** as baseline for the newly constructed facility.

Guntersville Dam Stability Analysis, Tennessee Valley Authority, Guntersville, AL. Senior Structural Engineer for a complex structural analysis of the Guntersville Dam concrete structures. Completed a detailed structural stability evaluation of the powerhouse, gated spillway and lock structures under numerous load cases to meet Nuclear Regulatory Requirements. The final report, completed in 2014, was over 10,000 pages.

2014 Part 12D Consultant's Safety Inspection Report, Greenup Hydroelectrical Plant, Hamilton, OH. Independent Consultant for a Federal Energy Regulatory Commission (FERC) 5 Year Safety Evaluation. Performed a site safety inspection, reviewed project documents, updated the Potential Failure Mode Analysis (PFMA) and prepared a comprehensive report to meet FERC's Part 12 Safety Requirements.

2014 Part 12D - French Landing Hydroelectric Project, STS Hydropower, Bellville, MI. Independent Consultant for a Federal Energy Regulatory Commission (FERC) 5 Year Safety Evaluation. Performed a site safety inspection, reviewed project documents, updated the Potential Failure Mode Analysis (PFMA) and prepared a comprehensive report to meet FERC's Part 12 Safety Requirements.

Eau Pleine Dam Spillway Modification Design, Wisconsin Valley Improvement Company, Mosinee, WI. Project Manager and Engineer-of-Record. Spillway Modifications to this existing FERC Regulated dam. The design included replacing and raising a tainter gate hoisting deck to allow for further opening of three tainter gates and one sluice gate, with new motors and controls. Work completed in December, 2013.

Little Quinnesec Hydro – 2012 (7th) Consultants Safety Inspection Report (CSIR) and 2014 Supplement to the CSIR, Northbrook Power Management, LLC, Niagara, WI. Independent Consultant for a FERC Part 12 Inspection Report and Supplement. The Supplement was requested by FERC to further develop potential failure modes and to address minor questions from FERC Review of the previously submitted 2012 CSIR.

2013 Part 12D - Fallasburg Hydroelectric Project, STS Hydropower, Lowell, MI. 2013 FERC-Approved Independent Consultant. Prepared a detailed investigation and Safety Report for a 1920s era facility, including review and recommendations to update the Potential Failure Mode Analysis report.

2012 Part 12D - Morrow Dam Hydroelectric Project, STS Hydropower, Kalamazoo, MI. Independent Consultant for FERC Part 12D Independent Safety Inspection. Also performed Consumers Energy power purchaser required Annual Inspections in 2010 –2016 The annual inspections covered all aspects of the facility and included minor maintenance recommendations to help provide uninterrupted power.

Schoolfield Hydroelectric Facility Gate Upgrades, STS Hydropower, Danville, VA. Chief Designer and Engineer of Record for vertical lift gate evaluation and rehabilitation. Structural analysis of loading was performed and repairs or replacement gates were designed.

Hamlin Dam Rehabilitation Project, Michigan State Parks, Ludington, MI. Project Principal. In charge of the Hamlin Dam Rehabilitation Project, Ludington, Michigan. This project included a significant rehabilitation of a deteriorated 80-year old concrete structure containing Hamlin Lake in Ludington State Park. Challenges included a phased repair solution, with budget constraints, and construction safety within a popular state park.

Estabrook Dam Structural Evaluation, Milwaukee County Parks Division, Milwaukee, WI. Lead Designer and Project Principal of a 2010 structural evaluation of a gated spillway structure and gravity dam overflow structure to meet Wisconsin DNR requirements for dam safety. Presented findings and repair recommendations to the Milwaukee County Board Parks Committee. Project eventually abandoned and dam removed in 2018.

Fallasburg Hydroelectric Beam Rehabilitation Project, STS Hydropower, Lowell, MI. Structural Engineer-of-Record. Designed repairs for severely corroded steel beams under the turbines and generators at the Fallasburg Hydroelectric Project. Made quality control site visits during construction, with field changes as required and prepared Construction Documentation Reports for this FERC Licensed facility. Completed in 2012.

Fort Peck Spillway Structure Rehabilitation, U.S. Army Corps of Engineers, Fort Peck, MT. Senior Structural Engineering Reviewer and Oversight, 2011 - 2013. Concrete upgrades to the Auxiliary Spillway for the Fort Peck Dam. Work included dredging, rock anchor and soil/structure interaction calculation review.

PROFESSIONAL ASSOCIATIONS

Association of State Dam Safety Officials, Member
American Society of Civil Engineers, Member
Structural Engineers Association of Illinois, Past-President, Distinguished Service Award 2016

GEI Standard Agreement Form

STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT

This Agreement is made and entered into by and between

GEI Consultants of Michigan, P.C., 9282 General Drive, Suite 180, Plymouth, MI 48170 and

Charter Township of Ypsilanti, 7200 S. Huron Drive, Ypsilanti, MI 48197

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.

b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware that an Event of Force Majeure.

5. COMPENSATION

a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than forty-five (45) days of CLIENT's receipt of invoice.

b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.

c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.

~~d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.~~

e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.

b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.

c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.

b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.

b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars ($50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.

c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.

b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use

and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION

a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.

b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.

c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.

d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.

e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For CLIENT: Mr. Michael Saranen

For GEI: Mr. Michael Gentner

b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.

c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.

d) Controlling Law. This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations

extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.

g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.

i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.

j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.

b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.

c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.

d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.

e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

✓ Exhibit A, Scope of Services and Schedule
✓ Exhibit B, Payment Terms
✓ Exhibit C, Insurance
__ Exhibit D, Special Provisions for Field Services
__ Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals
__ Exhibit F, Special Provisions for Engineering Design Services
__ Exhibit G, Special Provisions for Opinions of Probable Construction Costs
__ Exhibit H, Special Provisions for Construction Services

(Check all that apply; strike all that do not apply)

16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:	**For GEI:**
By: _____	By:
(Signature)	(Signature)
_____	Michael Gentner, P.E.
(Print Name)	(Print Name)
_____	Senior Professional
(Title)	(Title)
_____	January 14, 2020
(Date)	(Date)

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Scope of Services and Schedule

Per GEI proposal dated January 14, 2020 for 2020 Part 12 Consultants Safety Inspection Report (CSIR), Ford Lake Hydroelectric Station, FERC No. 5334, Ypsilanti Township, Michigan

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B

Payment Terms

Per attached GEI Fee Schedule

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

A. Worker's Compensation and Employer's Liability (statutory):
   1. In accordance with the laws of the state(s) in which services are performed.

B. Commercial General Liability (CGL) Insurance:
   1. Bodily Injury and Property Damage Combined: $1,000,000 per occurrence and in aggregate.
   2. Including explosion, underground drilling excavation, and collapse hazards.
   3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

C. Comprehensive Automobile Insurance:
   1. Bodily Injury and Property Damage Combined: $1,000,000 per accident.
   2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.

D. Professional Liability Insurance:
   1. $1,000,000 per claim and in aggregate.

~~STANDARD PROFESSIONAL SERVICES AGREEMENT~~

~~EXHIBIT D~~

~~Special Provisions for Field Services~~

A. ~~Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.~~

B. ~~Underground structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.~~

C. ~~Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.~~

D. ~~Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.~~

E. ~~Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and~~

~~by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.~~

~~STANDARD PROFESSIONAL SERVICES AGREEMENT~~

~~EXHIBIT E~~

~~Special Provisions for Services of Licensed Site/Environmental Professionals~~

~~For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:~~

~~A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.~~

~~B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.~~

~~C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.~~

~~STANDARD PROFESSIONAL SERVICES AGREEMENT~~

~~EXHIBIT F~~

~~Special Provisions for Engineering Design Services~~

~~A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:~~

~~1. Assumes all responsibility for interpretation of the construction Contract Documents.~~

~~2. Assumes all responsibility for construction observation and review.~~

~~3. Waives any claims against GEI that may be in any way connected thereto.~~

~~For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction-phase services.~~

~~B. Use of Documents.~~

~~1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.~~

~~2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.~~

~~3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.~~

~~4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.~~

~~STANDARD PROFESSIONAL SERVICES AGREEMENT~~

~~EXHIBIT G~~

~~Special Provisions for Opinions of Probable Construction Costs~~

~~GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.~~

~~If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.~~

~~STANDARD PROFESSIONAL SERVICES AGREEMENT~~

~~EXHIBIT H~~

~~Special Provisions for Construction Services~~

~~In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.~~

A. ~~GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.~~

B. ~~In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.~~

Fee Schedule

MI 2020 Fee Schedule

FEE SCHEDULE

Personnel Category	Hourly Billing Rate $ per hour
Staff Professional – Grade 1	$ 88
Staff Professional – Grade 2	$ 94
Project Professional – Grade 3	$ 102
Project Professional – Grade 4	$ 109
Senior Professional – Grade 5	$ 124
Senior Professional – Grade 6	$ 161
Senior Professional – Grade 7	$ 175
Senior Consultant – Grade 8	$ 242
Senior Consultant – Grade 9	$ 268
Senior Principal – Grade 10	$ 268
Senior Drafter and Designer / GIS	$ 99
Drafter and Designer / GIS	$ 81
*Senior Field Professional	$ 102
*Field Professional	$ 90
*Senior Technician	$ 77
*Technician II	$ 74
*Technician I	$ 65
Word Processor, Administrative Staff	$ 68
Office Aide	$ 62

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the specified rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges, or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

CHARTER TOWNSHIP
OF YPSILANTI

RESOLUTION NO. 2020-05

RESOLUTION REGARDING
TEMPORARY ROAD
CLOSURE

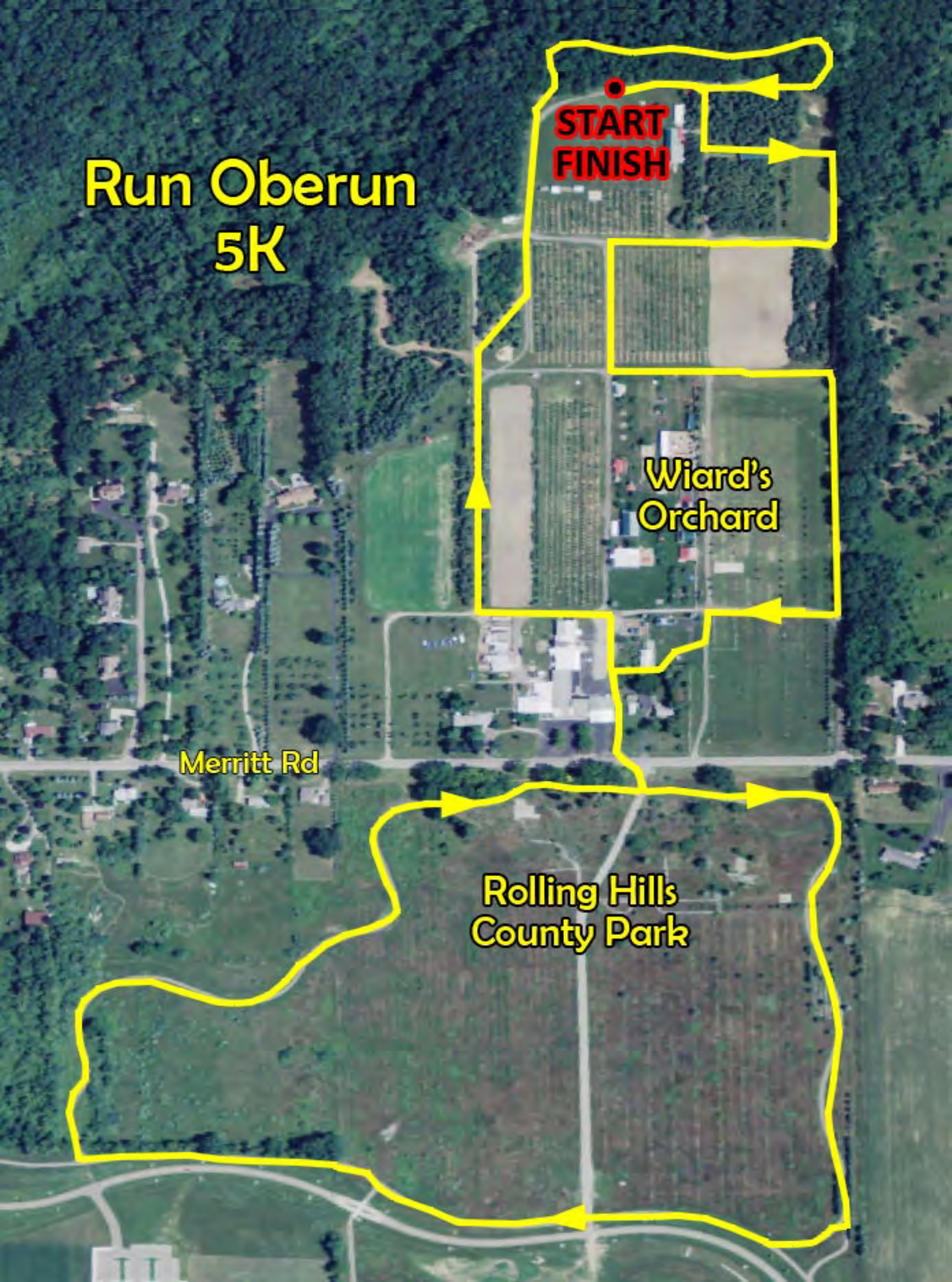
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard to enter Rolling Hills on Friday, June 26, 2020 from 6:30 p.m. to 7:15 p.m. for the Oberun 5K to benefit Karen's Trail/Friends of the Border to Border Trail.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

Run Oberun 5K



CHARTER TOWNSHIP
OF YPSILANTI

RESOLUTION NO. 2020-06

RESOLUTION REGARDING
TEMPORARY ROAD
CLOSURE

Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 10, 2020 from 8:30a.m. to 11:00a.m. for the Run Scream Run 5K, 10K and Kid's Mile to benefit The Corner Health Center.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

START/FINISH

Wiard's Orchard

REGISTRATION

PARKING

STORE

Pedestrian Entrance

MERRITT ROAD

Rolling Hills County Park

6

3

1

1

5

FUTURE PARK DEVELOPMENT

2

MUNGER ROAD

500 feet

P

Sports Fields
(open in 2013)

NO ENTRANCE

AID

2

Water Park
(see detail map)

Family Pavilions

P

Prairie Pavilion

Entrance

Family Pavilions

Gatehou

Disc Golf Course

3

P

Sunshine Pavilion

Treehouse

SASSAFRAS WOODS

"The Lodge"
Park Headquarters

Woodlands Pavilion

Sledding Hill

SPRING POND

PARK BOUNDARY

WET MEADOW

4

AID

Pedestrian Entrance

BEMIS ROAD

Charter Township of Ypsilanti

RESOLUTION NO. 2020-07

2020 MICHIGAN RECREATION PASSPORT GRANT
FOR CLUBVIEW PARK

WHEREAS, the Charter Township of Ypsilanti, in Washtenaw County Michigan, supports the submission of an application titled, “Clubview Park Improvements” to the Recreation Passport Grant Program for development of new tennis and pickleball courts at Clubview Park; and,

WHEREAS, the proposed application is supported by the Community’s 5-Year Approved Parks and Recreation Plan; and,

WHEREAS, the Charter Township of Ypsilanti is hereby making a financial commitment to the project in the amount of $99,500 matching funds, in cash and/or force account; and

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti hereby authorizes submission of a Land and Water Conservation Fund Application for $150,000, and further resolves to make available its financial obligation amount of $99,500 of a total $249,500 project cost, during the 2021-2022 fiscal year.

Charter Township of Ypsilanti

RESOLUTION NO. 2020-08

2020 MICHIGAN LAND AND WATER CONSERVATION FUND DEVELOPMENT GRANT FOR COMMUNITY CENTER PARK

WHEREAS, the Charter Township of Ypsilanti, in Washtenaw County Michigan, supports the submission of an application titled, "Community Center Park Improvements" to the Land and Water Conservation Fund for development of new tennis and pickleball courts at Community Center Park; and,

WHEREAS, the proposed application is supported by the Community's 5-Year Approved Parks and Recreation Plan; and,

WHEREAS, the Charter Township of Ypsilanti is hereby making a financial commitment to the project in the amount of $176,200 matching funds, in cash and/or force account; and

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti hereby authorizes submission of a Land and Water Conservation Fund Application for $176,200, and further resolves to make available its financial obligation amount of $176,200 (50%) of a total $352,400 project cost, during the 2021-2022 fiscal year.

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

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Township desires to improve the pedestrian crosswalk crossing Textile Road at Cherrywood Drive with rectangular rapid flashing beacons (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 of the rectangular rapid flashing beacon (RRFB) equipment and pay items associated with it, estimated to be $25,604.87.

AGREEMENT SUMMARY

Estimated Costs

Textile Road at Cherrywood Drive Pedestrian RRFB installation **$25,604.87**

FOR YPSILANTI TOWNSHIP:

_____ _____
Brenda Stumbo, Supervisor Witness

_____ _____
Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

_____ _____
Douglas E. Fuller, Chair Witness

_____ _____
Sheryl Soderholm Siddall, Managing Director Witness

COST ESTIMATION

LOCATION: Textile Rd @ Cherrywood - RRFB installation
CITY/TWP: Ypsilanti Twp

02/17/2020

MATERIAL COSTS

CODE	MATERIAL	QUANTITY	UNIT COST	EST. COST
	Signal Equipment (RRFB Station w/ foundation)	2 ea	$4,356.94	$8,713.88
	Signs (4-W11-2, 2-W16-9p, 2-W16-7pL)	1 ea	$264.00	$264.00

TOTAL MATERIAL COST ***$8,977.88***

INSTALLATION COSTS

PERSONNEL	RATE HOUR	EST. HOURS	EST. COST
SIGNAL TECHNICIAN	$29.10	24	$698.40
SIGNAL TECHNICIAN	$29.10	12	$349.20
SUPERVISOR	$37.36	8	$298.88
SIGNAL ELECTRICIAN	$32.10	24	$770.40
HEAVY EQUIPMENT OPERATOR	$26.05	4	$104.20
SIGN TECHNICIANS (2)	$100.00	3	$300.00
			$0.00

TOTAL LABOR COST ***$2,521.08***

EQUIPMENT COSTS

EQUIPMENT COSTS	RATE HOUR	EST. HOURS	EST. COST
SIGNAL TRUCK 268	$47.00	24	$1,128.00
SIGNAL TRUCK 269	$40.00	12	$480.00
SUPERVISOR TRUCK	$14.00	8	$112.00
SIGN TRUCK	$45.00	3	$135.00
SKID STEER 387	$50.00	4	$200.00
HEAVY EQUIPMENT TRUCK 878	$90.00	4	$360.00

TOTAL EQUIPMENT COST ***$2,415.00***

SUBCONTRACTOR COSTS

EQUIPMENT COSTS	RATE HOUR	EST. HOURS	EST. COST
Concrete removal and installation			$6,430.00
			$0.00

TOTAL EQUIPMENT COST ***$6,430.00***

OTHER COST	
FRINGE (114%)	$2,874.03
SUB-TOTAL	$23,217.99
OVERHEAD* (21%)	$2,386.88

FINAL TOTAL ESTIMATED COST $25,604.87

*Note: Overhead includes costs for Labor, Equipment and Subcontractor costs only

WASHTENAW COUNTY ROAD COMMISSION
555 N. ZEEB ROAD
ANN ARBOR, MICHIGAN 48103

TRAFFIC CONTROL DEVICE AGREEMENT

LOCATION: Textile Road at Cherrywood Drive

AGREEMENT NO. 1

DEVICE TYPE(S): Crosswalk pavement markings, RRFB (Rect. Rapid Flashing Beacon), and all signage for crossing.

EFFECTIVE DATE OF THIS AGREEMENT:

Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies, the undersigned hereby agree to participate in the cost of maintenance and operation of the traffic control device(s) at the location(s) listed above on the basis of the division of costs as shown below. Details of the location are as shown on the attached documentation.

PARTICIPATION AGREEMENT

Agency	WASHTENAW COUNTY ROAD COMMISSION	0%
Agency	YPSILANTI TOWNSHIP	100%
Agency		
Other		

BILLING AGREEMENT: It is agreed that the **Washtenaw County Road Commission** shall bill the parties designated above on the participation agreement for their proportionate share of all costs relative to the maintenance and operation of the traffic control device(s) on the first billing cycle after the charges are incurred.

It is further agreed that the agency responsible for payment of energy billings and/or leased line interconnection billings included in the operation costs, shall be the **Washtenaw County Road Commission**.

It is further agreed that the agency responsible for performing maintenance by approved guidelines and policies, shall be the **Washtenaw County Road Commission**.

"In the event the traffic control device(s) referred to in this agreement is located on a road or street that is not under the jurisdiction of the **Washtenaw County Road Commission**, the authority having the jurisdiction over the road or street hereby agrees to save harmless, indemnify, represent, and defend the **Washtenaw County Road Commission** from any claims, demands, or suits arising out of or relating to the maintenance and operation of the traffic control device(s) which is the subject matter of this agreement."

It is further agreed that title to all equipment at the roads listed in this agreement shall remain with the agency having jurisdiction of the road in which the equipment is located.

This agreement is terminable on a unanimous decision between all parties.

Agency WASHTENAW CO. ROAD COMM. Signed By Print Name Title Date	Agency YPSILANTI TOWNSHIP Signed By Print Name Title Date
Agency Signed By Print Name Title Date	Other Signed By Print Name Title Date

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is between HWA Analytics, LLC (HWA), with an address of 1801 Chandler Rd, Ann Arbor, Michigan 48105, and the Charter Township of Ypsilanti (Township) with an address of 7200 S. Huron River Dr. Ypsilanti, Mi 48197.

1. **Scope of Work.** The Township of Ypsilanti has entered into an agreement with the Region 2 Planning Commission to create a business/implementation plan for "The American Center for Innovation". HWA Analytics will be the project lead and will assist in grant administration. The Scope of Work is detailed in Attachment A. The Township is entering this Agreement with HWA to obtain HWA's services in as outlined in the Scope of Work. HWA will perform the work described during the period of time stated in Attachment A for the Township as an independent contractor. HWA will perform such services in a diligent and workmanlike manner and in accordance with the schedule set forth in Exhibit A. HWA will also assist the township in administration of the contract, including submitting progress reports and time allocation.
2. **Compensation and Reimbursement.** HWA shall be compensated for work performed detailed in Attachment B.
3. **Copyright Ownership**. The work described in the Scope of Work will be the joint creation of the Township and HWA. Therefore, to the extent the Scope of Work includes works subject to copyright, the Township and HWA agree that each party shall jointly own the copyright.
4. **Relationship of the Parties.** HWA is an independent contractor with regard to the Township. Neither HWA nor any of HWA's employees shall be entitled to any benefits accorded to the Township's employees, any deductions or payments for payroll taxes, or any insurance coverage.
5. **Protection of Township's Confidential Information.** As used in this Agreement, "Confidential Information" means any nonpublic information in the Township's possession in oral, written, graphic or machine-readable form information gained by HWA as a result of its research which is designated as confidential or proprietary by the disclosing party at the time of disclosure, or which – considering all the circumstances surrounding the disclosure – ought reasonably to be understood by HWA to be confidential. Notwithstanding the foregoing definition of "Confidential Information," HWA will treat all information received from the Township as Confidential Information unless the information is within the definition of what does not constitute Confidential Information. Confidential Information does not include (i) information known by HWA prior to the disclosure, (ii) information in the public domain, or (iii) information received by HWA from a third party who was free to disclose it.
    a. Covenant to Protect Confidential Information: HWA agrees not to disclose to any other person or entity any Confidential Information. HWA agrees not to use any Confidential Information except as necessary and allowed by the Township to perform the services described in the Scope of Work. HWA agrees to use at least the same degree of care in safeguarding the Confidential Information as HWA uses in safeguarding HWA's own Confidential Information.
6. **Good Standing**: HWA represents that it is in good standing in the State of Michigan.

Additional Provisions:

7. **Agency**: HWA is not the Township's agent or representative and has no authority to bind or commit the Township to any obligations to third parties.
8. **Conflict of Interest**: HWA may engage in work for others while engaged in providing the work effort of this agreement. HWA agrees to advise the Township of any services it provides to others that might be a conflict of interest or appear to be a conflict of interest.

SIGNATURE PAGE

for HWA ANALYTICS LLC:

By: _____
Kim Hill, President, HWA Analytics

Date: _____

for YPSILANTI TOWNSHIP:

By:_____
Brenda Stumbo, Township Supervisor

Date: _____

By: _____
Karen Lovejoy-Roe, Township Clerk

Date: _____

ATTACHMENT A

Scope of Work and Deliverables to be provided by HWA:

HWA Analytics and Township are partnering to develop a business plan for "The American Center for Innovation". The main components for this effort include:

- Kick-off meeting, meetings-with staff, advisory groups, support organizations, and related activities
- Form advisory team(s)—including academic, public sector, and private sector representatives
- Research—benchmarks and best practices from similar facilities in Michigan and nationally, such as at Kettering University, Southwest (DHDC), Pinckney schools. Provide a cursory overview of facilities that can offer best practices to development and operation of the American Center for Innovation
- Assess the steps needed to form a non-profit organization
- Conduct individual meetings with business, academia, non-profits, and public sector organizations for the purpose of generating financial and in-kind support, and providing input for the business plan
- Assess the identified facility and costs—space assessment, rent/lease, fixed costs, possibility of an alternative location, etc.
- Assess equipment needs, and staffing costs
- 5 year budget—determine financial metrics of revenues and expenses, and create budget
- Develop funding strategy—develop catalogue of donors, foundations, grants, public sector funding programs such as SMART Zone, etc. determine what it will cost to build, open and operate the Center
- Develop initial marketing promotional plan
- Deliver final business plan, including launch implementation plan, sustainability model and performance evaluation metrics

The following is the expected timeline for the project:

Task	Expected completion date
Initial meeting with Ypsilanti Township team to coordinate project assistance and roles	By March 1, 2020
Form advisory team—to help with "big" issues of starting the Center and assessing initial needs, possible funders, supporters, equipment acquisitions, programming, etc.	Initial advisors by end of March, others added as project progresses
Research, visit and benchmark other facilities	Begin by end of March, finish end of August
Assess and document the steps necessary to form non-profit 501(c)3 organization	By end of April
Building assessment—initial assessment of physical assets and configuration. May need separately funded engineering analysis	As buildings are available for assessment
Equipment—Assessment of equipment needs for the facility	After building assessment—mid summer, 2020
Prepare five-year budget	Preliminary budget by end of July

Prepare fund raising strategy	End of August
Develop contact list of potential funders—with input from advisory team, county and state representatives, academia, private sector, and others	Ongoing through September
Meet with potential funders and supporters	Ongoing through end of August
Meet with state agency representatives, such as MEDC, workforce development, and education to discuss funding opportunities	Ongoing through end of August
Meet with non-profits, academia, and industry to plan potential programming at the Center	Begin by mid-March and ongoing through end of August
Define requirements for permanent staff	End of August
Develop elements and messaging for outreach/marketing plan	End of August
Provide monthly reports on activities and milestones	Monthly
Develop a final business and launch plan, including scalability plans, and initial marketing and promotional elements.	By September 30, 2020

ATTACHMENT B

Term and Fee

Term

The term of this agreement between HWA and Ypsilanti Township shall align with the award of the grant as stated in the MOU between the Region 2 Planning Commission and Ypsilanti Township for the period of July 19, 2019 to September 30, 2020.

Fee

HWA Analytics will be paid a fee of $36,690 for HWA Analytics' contribution to the creation of a business/implementation plan to guide the development and operation of The American Center for Innovation. The fee will consist of $26,690 in grant funds, $5,000 in Ypsilanti Township funds, and $5,000 in funds contributed by Michigan Aerospace Corporation (1777 Highland Drive, Suite B, Ann Arbor, Michigan 48108). HWA will invoice the Township at the end of April, end of June, end of August, and end of September, 2020. Township agrees to pay the invoices in a timely manner.

February 20, 2020

Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
Attn: Karen Lovejoy Roe

Re: Charter Township of Ypsilanti-Michigan Ave: Wiard Rd to Ecorse Rd

Attached is the agreement for the DTE lighting installation along Michigan Ave. A detailed description of the project is outlined in the agreements. Please print TWO copies. Please sign BOTH copies in the designated areas. A check or Purchase Order is also required at this time. Please return BOTH signed agreements (as well as check or Purchase Order...made payable to **DTE Energy**) to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
140 WWSC-Brandon Faron

Upon receipt of BOTH signed copies (and payment), we (DTE Energy) will then sign BOTH copies and return ONE original back to you.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of February 20, 2020 between DTE Electric 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 May 7, 2018 (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:	56727426	
	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:	[Michigan Ave between Wiard Rd and Ecorse Rd], as more fully described on the map attached hereto as Attachment 1.	
3. Total number of lights to be installed:	50	
4. Description of Equipment to be installed (the "Equipment"):	Install fifty (50) 136w LED luminaires with black housing and fifty (50) direct buried fiberglass poles with black finish	
5. Estimated Total Annual Lamp Charges	$16,362.00-Ypsilanti Township	
6. Estimated Total Annual Post Charges if selected	$0.00	
7. Computation of Contribution in aid of Construction ("CIAC Amount")	Total Project Costs:	$288,168.23
	Credit for 3 years of lamp charges:	$49,086.00
	Total Project-CIAC Amount Paid by Washtenaw County Road Commission	**$239,082.23**
	Credit for Post Charge, if selected	$0.00
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement **$239,082.23**	
9. 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. If Post Charge "box" ☐ is checked the Customer agrees to following term: 10 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.	

10. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) ☐ YES ☒ NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices _____ SIGN HERE
11. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe

12. 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 _0_ posts and _0_ 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 warrantees, 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.

****

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

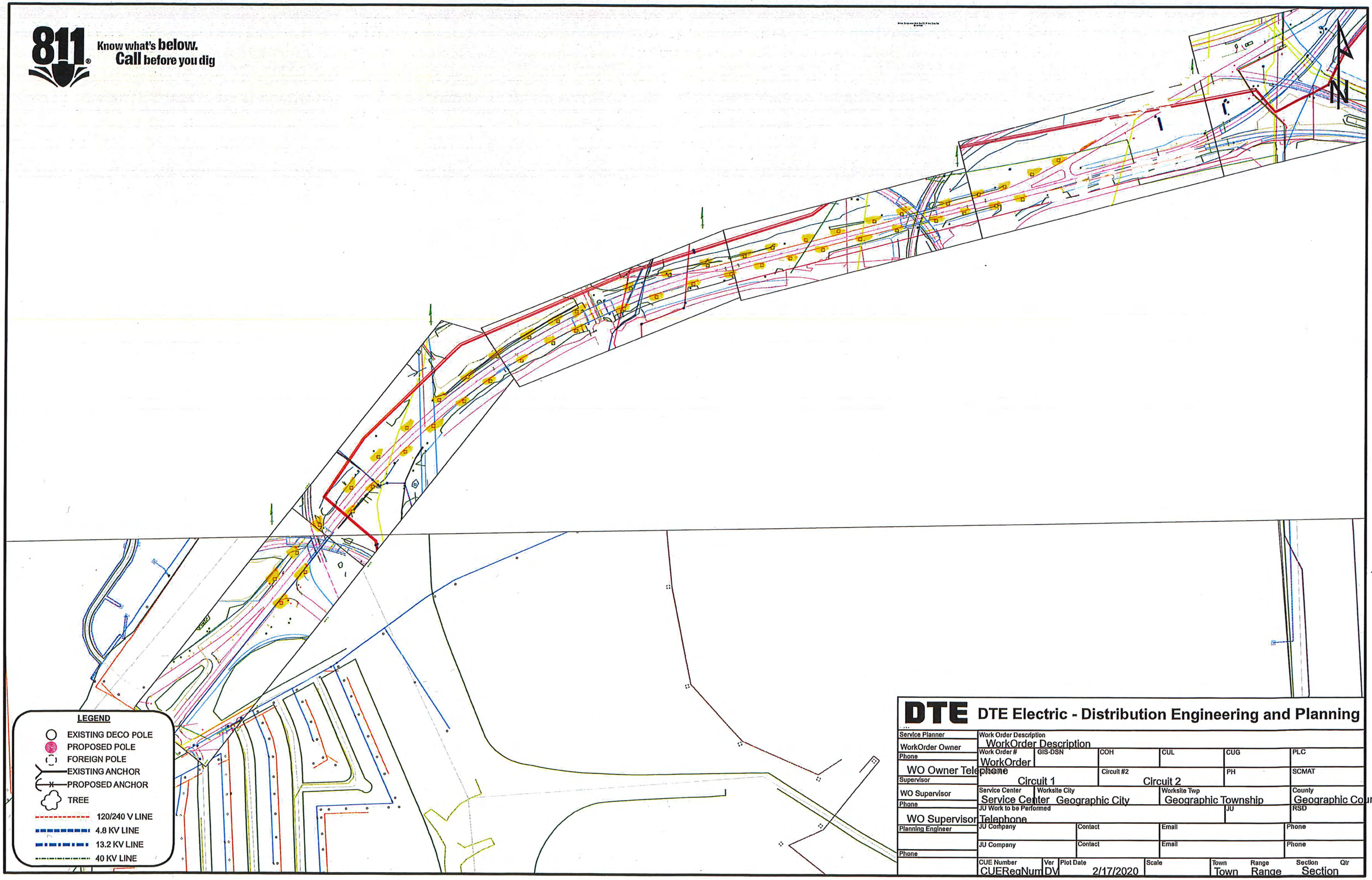
Company:	Customer:
DTE Electric Company	Charter Township of Ypsilanti
By: _____	By: _____ SIGN HERE
Name: _____	Name: _____
Title:_____	Title:_____

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

811 Know what's **below.** **Call** before you dig



LEGEND

- EXISTING DECO POLE
- PROPOSED POLE
- FOREIGN POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- TREE
- 120/240 V LINE
- 4.8 KV LINE
- 13.2 KV LINE
- 40 KV LINE

DTE **DTE Electric - Distribution Engineering and Planning**

Service Planner	Work Order Description: WorkOrder Description					
WorkOrder Owner	Work Order #: WorkOrder	GIS-DSN	COH	CUL	CUG	PLC
Phone: WO Owner Telephone	Circuit #1: Circuit 1		Circuit #2: Circuit 2		PH	SCMAT
Supervisor	Service Center: Service Center	Worksite City: Geographic City		Worksite Twp: Geographic Township		County: Geographic County
WO Supervisor	JU Work to be Performed				JU	RSD
Phone: WO Supervisor Telephone	JU Company		Contact		Email	Phone
Planning Engineer	JU Company		Contact		Email	Phone
Phone	CUE Number: CUEReqNum	Ver: DV	Plot Date: 2/17/2020	Scale	Town: Town	Range: Range	Section: Section	Qtr

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON, JR.

Charter Township of Ypsilanti
Residential Services Department

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

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

CC: Javonna Neel, Accounting Director
Mike Radzik, Director of the Office of Community Standards
Mark Nelson, 14B District Court Magistrate
Wayne Dudley, Building Operations Superintendent

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: February 21, 2020

RE: **Request authorization to waive the Financial Policy and award the purchase Security Cameras from Conti at the 14B District Court in the amount of $12,737.73 to be purchased from line #266-301.000-977.000.**

The Residential Services Department in conjunction with the Office of Community Standards and 14B District Court are recommending purchase of some new security cameras from Conti at the 14B District Court. This is the first step of an increase of security at the district court. These cameras will assist with additional coverage of current blind spots including the sally port, court rooms and open areas. This price also includes an upgrade to our existing camera viewing software, Avigilon.

Respectfully Submitted,

Mike Hoffmeister
Director of Residential Services

Generator

Civic Data Room 1

Computer Support

Vestibule

To Civic 2nd Floor

Womens

Mens

Elections

RSD

Booking

Sally Port

Area C

Holding

Holding

Holding

Holding

Computer Support

Computer Support

Women

Men

Computer Support

Area B

Court Room 1

Area B

Court Room 2

Area A

<- To Civic

Area A

Area A

Area A

Probation

Front Parking Lot

Traffic

Civic

Lounge

N

14B Court
1st Floor

	Avigilon 3MP Indoor Dome Camera
	Avigilon 9MP 180-degree outdoor dome camera

Conti

Bill Atwell

Charter Twp. Of Ypsilanti

Civic Center Camera Adds

SIZE	FSCM NO	DWG NO	REV
		X_X-001	1
SCALE	NO SCALE	SHEET	1 OF 1

ggraves@conticorporation.com
PHONE 810-569-2479
6417 Center Drive, Suite 120
Sterling Heights, Michigan 48312

December 10, 2019

Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
Attn: Mike Hoffmeister and Wayne Dudley

Re: Civic Center Courtroom 1 and 2 Camera Additions

Dear Mike and Wayne,

Conti is pleased to submit our pricing for the above referenced project. Please contact me if you have any further questions regarding this proposal.

Area B – Courtroom 1 and 2 Cameras Cost

1. Provide and install (2) Indoor Avigilon Self-Learning Video Analytic Dome Cameras to Courtrooms 1 and 2 of the 14B court area at the Civic Center facility as shown is accompanying drawing
2. Provide and install (2) Avigilon ACC6/ACC7 Enterprise Licenses
3. Provide and install category 6 cabling to network closet
4. Programming, Configuration and testing

Area B – Courtrooms 1 and 2 Camera Pricing $3,105.27_____ Initial Acceptance

Assumptions and exclusions:

1. All work is to be performed with I.B.E.W. Local 58 Union Labor. All labor is quoted at straight time rates, no holiday, weekend or off shift time is quoted for this project
2. Assumes Charter Township of Ypsilanti to provide static IP addresses and PoE switch ports
3. Assumes existing NVR has adequate space for additional camera streams
4. Only the items included within this proposal are to be provided by Conti Corporation. Any additional cameras, switches, encoders, camera licensing, or additional material requested by Charter Township of Ypsilanti will require an approved change order before that specific work can proceed.

Upon proposal acceptance, we can schedule the installation for the earliest possible date.

Please contact me directly with any questions, comments or desired changes.

Gary Graves

Conti Corporation
6417 Center Drive, Suite 120
Sterling Heights, Michigan 48312

ggraves@conticorporation.com
PHONE 810-569-2479
6417 Center Drive, Suite 120
Sterling Heights, Michigan 48312

December 10, 2019

Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
Attn: Mike Hoffmeister and Wayne Dudley

Re: Civic Center Sally Port Camera Addition

Dear Mike and Wayne,
Conti is pleased to submit our pricing for the above referenced project. Please contact me if you have any further questions regarding this proposal.

Area C – Sally Port 180-degree Camera Cost

1. Provide and install (1) Outdoor Avigilon Self-Learning Video Analytic Multi-Head Dome Camera to the Sally Port Garage of the 14B court area at the Civic Center facility as shown is accompanying drawing
2. Provide and install (1) Avigilon ACC6/ACC7 Enterprise Licenses
3. Provide and install (1) Avigilon 60W PoE++ power injector
4. Provide and install category 6 cabling to network closet
5. Programming, Configuration and testing

Area C – Sally Port 180-degree Camera Pricing $2,904.29_____ Initial Acceptance

Assumptions and exclusions:

1. All work is to be performed with I.B.E.W. Local 58 Union Labor. All labor is quoted at straight time rates, no holiday, weekend or off shift time is quoted for this project
2. Assumes Charter Township of Ypsilanti to provide static IP addresses and PoE switch ports
3. Assumes existing NVR has adequate space for additional camera streams
4. Only the items included within this proposal are to be provided by Conti Corporation. Any additional cameras, switches, encoders, camera licensing, or additional material requested by Charter Township of Ypsilanti will require an approved change order before that specific work can proceed.

Upon proposal acceptance, we can schedule the installation for the earliest possible date.

Please contact me directly with any questions, comments or desired changes.

Gary Graves

Conti Corporation
6417 Center Drive, Suite 120
Sterling Heights, Michigan 48312

ggraves@conticorporation.com
PHONE 810-569-2479
6417 Center Drive, Suite 120
Sterling Heights, Michigan 48312

December 17, 2019

Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
Attn: Mike Hoffmeister and Wayne Dudley

Re: Civic Center Common Areas Camera Additions

Dear Mike and Wayne,
Conti is pleased to submit our pricing for the above referenced project. Please contact me if you have any further questions regarding this proposal.

Area A – Common Areas Cameras Cost

1. Provide and install (4) Indoor Avigilon Self-Learning Video Analytic Dome Cameras to the common areas of the 14B court area at the Civic Center facility as shown is accompanying drawing
2. Provide and install (4) Avigilon ACC6/ACC7 Enterprise Licenses
3. Provide and install category 6 cabling to network closet
4. Programming, Configuration and testing

Area A - Common Areas Camera Pricing **$6,107.17**_____ Initial Acceptance

Assumptions and exclusions:

1. All work is to be performed with I.B.E.W. Local 58 Union Labor. All labor is quoted at straight time rates, no holiday, weekend or off shift time is quoted for this project
2. Assumes Charter Township of Ypsilanti to provide static IP addresses and PoE switch ports
3. Assumes existing NVR has adequate space for additional camera streams
4. Only the items included within this proposal are to be provided by Conti Corporation. Any additional cameras, switches, encoders, camera licensing, or additional material requested by Charter Township of Ypsilanti will require an approved change order before that specific work can proceed.

Upon proposal acceptance, we can schedule the installation for the earliest possible date.

Please contact me directly with any questions, comments or desired changes.

Gary Graves

Conti Corporation
6417 Center Drive, Suite 120
Sterling Heights, Michigan 48312

ggraves@conticorporation.com
PHONE 810-569-2479
6417 Center Drive
Sterling Heights, Michigan 48312

December 26, 2019

Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
Attn: Travis McDugald

Re: Ypsilanti Township Cameras NVR ACC6 to ACC7 License Upgrades

Dear Travis,

Conti is pleased to submit our pricing for the above referenced project. We worked with Avigilon to determine that some of the licenses are eligible for free license upgrades and some require a paid license upgrade. The breakdown and cost are below. It is my understanding that you are/have been performing the necessary Windows to upgrades as well as any hardware required for the upgrades, if that is not correct please let me know. Please contact me if you have any further questions regarding this proposal.

ACC6 to ACC7 Camera License Upgrades

ACC6 to ACC7 Camera License Upgrades – Township Cameras

1. Provide and install (29) ACC6 to ACC7 License Upgrade Keys for the site (NO CHARGE)
2. Provide and install (26) ACC6 to ACC7 License Upgrade Keys for the site – Upgrade fee required

ACC6 to ACC7 License Upgrade Pricing $621.00 _____ Initial Acceptance

Assumptions and exclusions:

1. All work is to be performed with I.B.E.W. Local 58 Union Labor. All labor is quoted at straight time rates, no holiday, weekend or off shift time is quoted for this project
2. Only the items included within this proposal are to be provided by Conti Corporation. Any additional cameras, switches, encoders, camera licensing, or additional material requested by Charter Township of Ypsilanti will require an approved change order before that specific work can proceed.

Upon proposal acceptance, we can schedule the installation for the earliest possible date.

Please contact me directly with any questions, comments or desired changes.

Gary Graves

Conti Corporation
6417 Center Drive, Suite 120
Sterling Heights, Michigan 48312

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON, JR.

Charter Township of Ypsilanti
Residential Services Department

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

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

CC: Javonna Neel, Accounting Director

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: February 20, 2020

RE: **Request authorization to waive the Financial Policy and award the low quote to Diuble Equipment, Inc. to purchase two Zero Turn Mowers in the amount of $23,800 and contingent upon a budget amendment, to be purchased from line #101-774.000-977.000; Parks & Grounds Equipment.**

The Residential Services Department requests authorization to waive the Financial Policy and award the low quote to Diuble Equipment to purchase two Zero Turn Mowers for the Parks & Grounds Department in the amount of $23,800. This would be contingent upon a budget amendment of $8,800. These mowers will replace two ZTR mowers currently in our fleet that are eight (8) years old.

Diuble Equipment:	$23,800
Weingartz:	$25,278
Countryside Lawn:	$25,162

Respectfully Submitted,

Mike Hoffmeister
Director of Residential Services

AGCO
Allis-Chalmers
Deutz-Allis
Farmhand
Gleaner

Hesston
New Idea
Oliver
Sunflower
White

MASSEY FERGUSON

DIUBLE EQUIPMENT, INC.

4365 S. Parker Rd. • Phone: 734-994-1313
Ann Arbor, MI 48103 • Fax: 734-994-7872
www.diubleequipment.com

Bobcat

Bobcat Turf
Brillon
Ferris
H & S
Meyer

Shindaiwa
Simplicity
Sweepster
Unverferth
Woods

Quote: 3907.01
Created: 01/16/2020
Expires: 02/16/2020
Salesperson: SD

CHARTER TOWNSHIP OF YPSI
RESIDENTIAL SERVICES
7200 S HURON RIVER DR
YPSILANTI, MI 48197

Customer: 44020
Phone: 734-484-0073
Fax: 734-544-3501

Unit Sale: FR 5901576 MOWERZEROT 13400.00
stock number: 47177
serial number: 4000759474

FERRIS IS3200Z 37/72SS ZERO- TURN MOWER W/FLAT FREE FRT TIRE

REBATE $-1200.00
FERRIS / DEALER MUNICIPAL BID DISCOUNT
Tax Number B 38-6007433 Sales Tax 0.00

THANK YOU FOR YOUR BUSINESS

Total Sale	$12200.00

23800

AGCO
Allis-Chalmers
Deutz-Allis
Farmhand
Gleaner

Hesston
New Idea
Oliver
Sunflower
White

MASSEY FERGUSON

DIUBLE EQUIPMENT, INC.

4365 S. Parker Rd. • Phone: 734-994-1313
Ann Arbor, MI 48103 • Fax: 734-994-7872
www.diubleequipment.com

Bobcat

Bobcat Turf
Brillon
Ferris
H & S
Meyer

Shindaiwa
Simplicity
Sweepster
Unverferth
Woods

Quote: 3908.01	CHARTER TOWNSHIP OF YPSI	Customer: 44020
Created: 01/16/2020	RESIDENTIAL SERVICES	Phone: 734-484-0073
Expires: 02/16/2020	7200 S HURON RIVER DR	
Salesperson: SD	YPSILANTI, MI 48197	Fax: 734-544-3501 page 1

Unit Sale: FR 5901577 MOWERZEROT 12800.00

stock number: 46972
serial number: 4000092639

FERRIS IS3200Z 37/61 ZERO TURN MOWER W/ FLAT FREE FRT TIRE

REBATE $-1200.00
FERRIS / DEALER MUNICIPAL BID DISCOUNT
Tax Number B 38-6007433 Sales Tax 0.00

THANK YOU FOR YOUR BUSINESS

Total Sale	$11600.00

WEINGARTZ EVERYTHING FROM LAWN TO SNOW

QUOTATION

To: ***CHARTER TWP. OF YPSILANTI***
7200 S. HURON RIVER DR.
YPSILANTI, MI 48197

Quote #: ***70116646-00***
Date: 01/16/20
Exp Date:

Attn:
Phone: (734) 484-4020
Email: swaibel@ytown.org

Prepared By: ***Alex Perreault - AA Sales***
Phone: (734) 239-8224
Email: aperreault@weingartz.com

Product number	Product and Description	Qty	Sale Price	Total
EXLZX980EKC726W0	Lazer X-Series 980 EFI Kohler 72" Red Interchange Prod: exlzx980 List Price: $17,759.00	1	$12,799.00	$12,799.00
Zero Down Time	Weingartz Commercial 1 Hour Service Program List Price: $0.00	1	$0.00	$0.00
EXLZX980EKC606W0	Lazer X-Series 980 EFI Kohler 60" Red List Price: $17,315.00	1	$12,479.00	$12,479.00
Zero Down Time	Weingartz Commercial 1 Hour Service Program List Price: $0.00	1	$0.00	$0.00

Total	$25,278.00
Invoice Total	$25,278.00

Approved By

Customer _____ Date _____ Weingartz Representative _____ Date _____

Weingartz,5436 Jackson Road,Ann Arbor, MI 48103,

Q U O T A T I O N

COUNTRYSIDE LAWN & GARDEN EQUIPMENT
6541 JACKSON RD
ANN ARBOR, MI 48103 USA
Phone #: (734)994-5850
Fax #: (734)994-5855

PHONE #: **(734)368-1180**
CELL #: **(734)481-0617 deb**
ALT. #:
P.O.#:
TERMS: **Net 30**
SALES TYPE: **Quote**

DATE: **1/16/2020**
ORDER #: **56158**
CUSTOMER #: **10585**
CP: **Steven L**
LOCATION: **1**
STATUS: **Active**

BILL TO **10585**

CHARTER TOWNSHIP OF YPSILANTI
7200 S HURON RIVER DR
YPSILANTI, MI 48197 U.S.A.

SHIP TO

CHARTER TOWNSHIP OF YPSILANTI
7200 S HURON RIVER DR
YPSILANTI, MI 48197 U.S.A.

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
SCA	STTII-61V-37BV EFI	SCAG TURF TIGER II 37 HP BV EFI 61" ZERO TURN	1	$13,299.00	$12,251.00	$12,251.00

Prices reflected on this quote are valid for 30 days.
Finance programs are subject to change.

SUBTOTAL:	**$12,251.00**
TAX:	**$0.00**
ORDER TOTAL:	**$12,251.00**

25162

Authorized By: _____

Q U O T A T I O N

COUNTRYSIDE LAWN & GARDEN EQUIPMENT
6541 JACKSON RD
ANN ARBOR, MI 48103 USA
Phone #: (734)994-5850
Fax #: (734)994-5855

PHONE #: **(734)368-1180**
CELL #: **(734)481-0617 deb**
ALT. #:
P.O.#:
TERMS: **Net 30**
SALES TYPE: **Quote**

DATE: **1/16/2020**
ORDER #: **56157**
CUSTOMER #: **10585**
CP: **Steven L**
LOCATION: **1**
STATUS: **Active**

BILL TO **10585**

CHARTER TOWNSHIP OF YPSILANTI
7200 S HURON RIVER DR
YPSILANTI, MI 48197 U.S.A.

SHIP TO

CHARTER TOWNSHIP OF YPSILANTI
7200 S HURON RIVER DR
YPSILANTI, MI 48197 U.S.A.

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
SCA	STTII-72V-37BV-EFI	SCAG TURF TIGER II 72" 37HP BV EFI	1	$14,399.00	$12,911.00	$12,911.00
****	MISC	BID PRICE	1	$.00	$.00	$0.00

Prices reflected on this quote are valid for 30 days.
Finance programs are subject to change.

SUBTOTAL:	**$12,911.00**
TAX:	**$0.00**
ORDER TOTAL:	**$12,911.00**

Authorized By: _____

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk

From: Michael Radzik, OCS Director

Re: Request to authorize circuit court litigation to abate public nuisances at 1175 Nash Ave funded in the amount of $10,000 in account 101-950.000-801.023

Copy: McLain & Winters, Township Attorneys

Date: February 12, 2020

The Office of Community Standards has investigated a public nuisance at the following location and authorization is requested to engage legal services to abate said nuisance.

1175 NASH AVE

About six (6) months ago, this single family owner-occupied house sustained fire damage on July 30, 2019. The extent of damage was deemed by the fire marshal to be minimal and did not meet the state law threshold to withhold insurance proceeds. There was a general expectation that the owners would seek to repair the home. On December 12, 2019 in the absence of a building permit application, OCS staff determined that the house was now vacant and initiated code enforcement as a vacant structure. The OCS investigation revealed that the owners, Willie Jones and Isameal Robinson, had been relocated to assisted living facilities and none of the family members contacted by OCS would accept responsibility to abate the situation. OCS staff applied for an administrative warrant and inspected the house on January 16, 2020, at which time the Certificate of Occupancy was suspended because of the fire damage. With no further options available, authorization to engage in circuit court if necessary is requested.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS WILLIAMS
JIMMIE WILSON, JR.

ytown.org
A community of opportunity

Charter Township of Ypsilanti

Clerk's Office

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

MEMORANDUM

To: Ypsilanti Township Board of Trustees

From: Karen Lovejoy Roe, Clerk KLR

Date: February 24, 2020

Subject: ***Request to Set a Public Hearing for the Creation of a Streetlight Special Assessment District for Village at Majestic Lakes and Majestic Lakes Estates on April 21, 2020 at approximately 7:00 PM***

This request is to set a public hearing for April 21, 2020 at approximately 7:00pm to create a streetlight special assessment district for the developments Village at Majestic Lakes and Majestic Lake Estates. Installation of these streetlights are required per the development agreements with Lombardo, who will be responsible for costs for installation of the lights. Operation costs will be assessed to homeowners through the special assessment district.

Should you have any questions, please contact my office.

lrs

cc: Files

TO: Ypsilanti Township Board

FROM: Brenda Stumbo

RE: YCUA Resignation of Brenda Stumbo

DATE: February 24, 2020

Please accept my resignation from YCUA Board and consider the appointment of Gloria Peterson to fulfill my term that ends 12-31-2020.

The reason for this resignation is because this year I became the Chair of the Visitor and Convention Bureau and have recently been asked to be considered as a potential YMCA board member. Some of the meetings are on the same day. I was going to recommend a new appointment for the YCUA board as my term expires at the end of the year and due to the conflicts in meetings, I have had to bring this forward sooner than expected.

Mrs. Peterson has extensive union experience as previous President of her local and she understands negotiations, personnel issues, budgets and development in the township. These qualifications make her an excellent choice to fulfill my term.

Thank you for your consideration.

Request to Seek Sealed Bids for
Garbage, Recycling and Yard Waste Services

CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #3

MARCH 3, 2020

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase $8,800.00

Request to increase budget by $8,800 for the purchase of 2 ZTR Zero turn mowers for parks and grounds. The low bid for both mowers totaled $23,800. There is currently $15,000 budgeted. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues:	**Prior Year Fund Balance**	**101-000-000-699.000**	**$8,800.00**
		Net Revenues	**$8,800.00**
Expenditures:	**Equipment**	**101-774-000-977.000**	**$8,800.00**
		Net Expenditures	**$8,800.00**

Motion to Amend the 2020 Budget (#3)

Move to increase the General Fund budget by $40,490 to $9,491,949 and approve the department line item changes as outlined.

AUTHORIZATIONS AND BIDS

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON, JR.

Charter Township of Ypsilanti
Hydro Station

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544.3690
Fax: (734) 544.3626

www.ytown.org

MEMORANDUM

TO: Township Board of Trustees

FROM: Michael Saranen, Operations Manager

DATE: February 12, 2020

RE: **Request to approve purchase (1) new Skyjack 3226 scissor lift from United Rentals in the amount of $ 13,905.00 to be charged to 101.265.000.977.000 and 252.252.000.976.000**

At the January 21, 2020 Board Meeting, the board approved going to bid to replace the existing 1998 scissor lift.

The bid was advertised on MITN with a deadline as February 12, 2020. We received 6 bids for consideration.

Based on staff review of the bids. We are requesting approval to purchase 1 -2020 Skyjack 3226 electric scissor lift from United Rentals in the amount of $ 13,905.00 and is budgeted in;

101.265.000.977.000	$ 10,000.00
252.252.000.977.000	$ 3,905.00

Please place this request on the March 3, 2020 agenda for Board consideration under New Business.

2020 Ypsilanti Township Scissor Lift Bid Opening

Wednesday, February 12, 2020

9:00 a.m.

VENDOR	PRICE
United Rentals	$18,905.00
All Around Access LLC	$15,450 or $15,900
Cloverdale Equipment	$13,975.00
Grainger	$19,999.99
Grainger	$18,897.15
Atta Equipment	$16,400.00

Mike Hoffman 2/12/2020

United Rentals

BRANCH 152
13461 HURON RIVER DRIVE
ROMULUS MI 48174
734-955-9291
734-955-9490 FAX

EQUIPMENT SALE QUOTE

178310735

Customer #	: 3403621
Quote Date	: 01/24/20
UR Job Loc	: 7200 S HURON RIVER D
UR Job #	: 1
Customer Job ID:	
P.O. #	: SALES QUOTE TBD
Ordered By	: MICHAEL SARANEN
Written By	: JEFFREY FAHRNEY
Salesperson	: JEFFREY FAHRNEY

Job Site

YPSSILANTI CHARTER TOWNSHIP
7200 S HURON RIVER DR
YPSILANTI MI 48197-7007

Office: 734-544-3690 Cell: 734-544-3690

YPSILANTI CHARTER TOWNSHIP
7200 S HURON RIVER DR
YPSILANTI MI 48197-7007

This is not an invoice
Please do not pay from this document

Qty	Equipment #		Price	Amount
1	3002515	CC: 300-2515	13605.00	13605.00

SCISSOR LIFT 24-26' ELECTRIC 30-36" WIDE
Brand new 2020 Skyjack SJ3226 electric battery powered scissor lift. Std features, lift familization/awareness training included. Std factory warranty 2 year on entire lift 5 year structural warranty lead time from p.o. is 2 weeks. All
All manuals including both paper and digital included

DELIVERY CHARGE 300.00

Sub-total: 13905.00
Total: 13905.00

Brand new 2020 Skyjack SJ3226 electric battery operated scissor lift

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

SJIII 3220/26 ELECTRIC SCISSOR LIFTS

STANDARD FEATURES

- DC motor controller
- Drivable at full height
- Variable speed, rear two wheel hydraulic drive
- Dual holding brakes
- Proportional controls for drive & lift functions
- 3' (0.91 m) Roll out extension deck
- 24V DC power source
- Low voltage battery protection
- 30% Gradeability
- Solid rubber, non-marking tires
- Pothole protection system
- 110V AC outlet on platform with GFI
- 28 mph wind rating (12.5 m/s)
- Tilt alarm with drive & lift cut-out
- All motion audible alarm
- Lanyard attachment points
- Operator horn
- Hinged railing system (SJIII 3226)
- Forklift pockets and tie down/lift lugs
- Relay based control system
- SKYCODED™ color coded and numbered wiring system
- Telematics ready
- 2 Year Gold Leaf Warranty (5 year structural warranty)

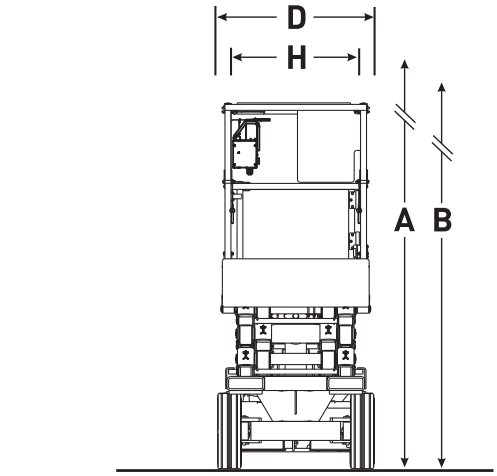
ACCESSORIES AND OPTIONS

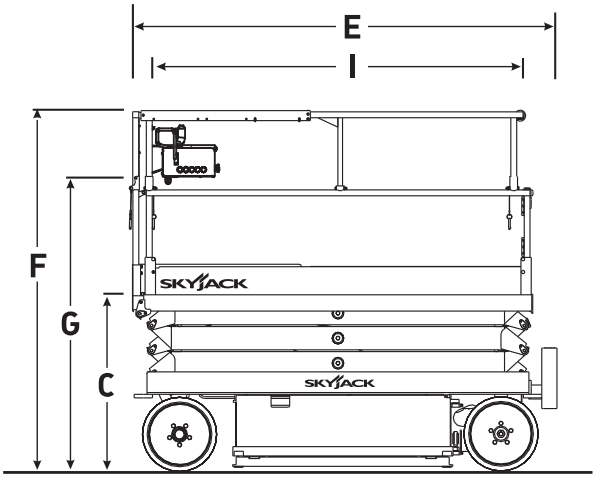
- Light duty pipe rack (SJIII 3220)
- Heavy duty pipe rack
- Board carrier (SJIII 3226)
- Tool caddy
- Flashing light
- Dual flashing light
- Extended control box cable
- 6' (1.8 m) Powered ext. deck (SJIII 3220)*
  *adds 280 lbs to unit weight and reduces overall capacity to 800 lbs
- 800W AC inverter
- 250 Ah batteries (cannot be combined with EE rating package)
- AGM Batteries
- EE rating package
- Hinged railing system (SJIII 3220)
- Half height spring hinged gate
- Full height spring hinged gate*
- Bio oil
- Shroud-style control box guard
- Non destructive testing
- ELEVATE telematics package
- Warranty Options (3 year or 5 year plans available)
- Secondary Guarding Lift Enable (SGLE) w/ shroud

* Not available with hinged railing system.
† Standard lead times may be increased when optional equipment is added, consult factory.
‡ Capacities, and machine weights may differ when options are added.

SJIII 3220/26 ELECTRIC SCISSOR LIFTS

Dimensions	SJIII 3220	SJIII 3226
A Work Height	26' (7.92 m)	32' (9.75 m)
B Raised Platform Height	20' (6.10 m)	26' (7.92 m)
C Lowered Platform Height	38" (0.97 m)	45" (1.14 m)
D Overall Width	32" (0.81 m)	32" (0.81 m)
E Overall Length	91.5" (2.32 m)	91.5" (2.32 m)
F Stowed Height (Rails Up)	77.5" (1.97 m)	84.7" (2.15 m)
G Stowed Height (Rails Down)	OPT 63.5" (1.61 m)	70.6" (1.79 m)
H Platform Width (Inside Dimension)	28" (0.71 m)	28" (0.71 m)
I Platform Length (Inside Dimension)	84" (2.13 m)	84" (2.13 m)
Specification	**SJIII 3220**	**SJIII 3226**
Extension Deck (Roll Out)	3' (0.91 m)	3' (0.91 m)
Ground Clearance (Stowed)	3.5" (8.89 cm)	3.5" (8.89 cm)
Ground Clearance (Raised)	0.75" (1.90 cm)	0.75" (1.90 cm)
Wheelbase	69" (1.75 m)	69" (1.75 m)
Weight	3,510 lbs (1,592 kg)	4,135 lbs (1,876 kg)
Gradeability	30%	30%
Turning Radius (Inside)	50" (1.27 m)	50" (1.27 m)
Turning Radius (Outside)	108" (2.74 m)	108" (2.74 m)
Lift Time (With Rated Load)	33 sec	56 sec
Lower time (With Rated Load)	29 sec	42 sec
Drive Speed (Stowed)	2 mph (3.2 km/h)	2.4 mph (3.9 km/h)
Drive Speed (Raised)	0.7 mph (1.1 km/h)	0.7 mph (1.1 km/h)
Maximum Drive Height	Full Height	Full Height
Capacity (Overall)	900 lbs (408 kg)	500 lbs (227 kg)
Distributed Capacity (Main Platform)	600 lbs (273 kg)	250 lbs (113 kg)
Distributed Capacity (Extension Deck)	300 lbs (136 kg)	250 lbs (113 kg)
Local Floor Load (With Rated Load)	130 psi (897 kPa)	130 psi (897 kPa)
Overall Floor Load (With Rated Load)	245 psf (12 kPa)	235 psf (12 kPa)
Maximum # of Persons	2	2
Wind Rating	28 mph (12.5 m/s)	28 mph (12.5 m/s)
Tire Type	Solid, N/M	Solid, N/M
Tire Size	16 x 5 x 12	16 x 5 x 12





Skyjack Head Offic
55 Campbell Rd. Guelph, ON Canada N1H 1B9
Sales Inquiries: 1-877-755-4387 (1-877-SJLIFTS)
Main Switchboard: 1-800-265-2738
Phone: 519-837-0888
Fax: 519-837-8104
Email: skyjack@skyjack.com
www.skyjack.com

This brochure is for illustrative purpose only and based on the latest information at the time of printing. Skyjack Inc. reserves the right to make changes at any time, without notice, to specifications, standard and optional equipment. Consult the Operating Maintenance and Parts Manuals for proper procedures. Work platforms have been tested to comply with ANSI and CSA standards as interpreted by Skyjack Inc.

OTHER BUSINESS

BOARD MEMBER UPDATES