

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 15, 2016 REGULAR MEETING**

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

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

Members Absent: Trustee Jean Hall Currie, Trustee Scott Martin

Legal Counsel: Wm. Douglas Winters

3. PUBLIC HEARING

A. 7:00 PM – RESOLUTION 2016-12; REQUEST OF JOE LAWSON, PLANNING DIRECTOR FOR THE CREATION OF AN INDUSTRIAL DEVELOPMENT DISTRICT TO INCLUDE PARCELS K-11-39-350-001, K-11-39-350-002, K-11-39-350-004, K-11-39-350-005, K-11-39-350-006, K-11-39-350-009, K-11-39-350-010, K-11-39-350-011, K-11-39-350-027, K-11-39-350-028

(PUBLIC HEARING SET AT THE FEBRUARY 16, 2016, 2016 REGULAR MEETING)

Supervisor Stumbo declared the Public Hearing open at 7:03 pm and asked if the petitioners were present.

Abraham Ali, Township Resident, stated he was bringing his business to Ypsilanti Township from Southfield. He said it would be located at 1879 W. Michigan Ave., Ypsilanti. Mr. Ali stated the business would manufacture solar equipment which would include assembly, marketing, and also other alternative energy products.

Supervisor Stumbo thanked Mr. Ali for bringing his business to the Township. Clerk Lovejoy Roe also thanked him and asked him about his solar panels. Trustee Eldridge said that Mr. Ali had excellent and complete plans when he came before the planning commission.

Michael Dark, Township Resident, lives in the area of the Industrial Development District and asked how this change would benefit him. Supervisor Stumbo explained if he sold his property for redevelopment it would allow the company who purchased it to apply for tax abatement.

Supervisor Stumbo closed the Public Hearing at 7:06pm.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Resolution 2016-12, Request of Joe Lawson, Planning Director for the Creation of an Industrial Development District to Include Parcels K-11-39-350-001, K-11-39-350-002, K-11-39-350-004, K-11-39-350-005, K-11-39-350-006,

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K-11-39-350-009, K-11-39-350-010, K-11-39-350-11, K-11-39-350-027, K-11-39-350-028 (see attached).

The motion carried unanimously.

**4. AAATA UPDATE – DEBORAH FREER, COMMUNITY OUTREACH
COORDINATOR AT THE RIDE**

Ms. Freer explained the May 2016 service improvements. She stated this would be the largest expansion of bus service since 1979. Ms. Freer explained the routes and stated that this information can be found on line and on the community board at the Civic Center. (see attached)

Michael Dark, Township Resident, asked if there would be shelters at the bus stops. Ms. Freer explained that if there are 50 boarding's per day AAATA would build a shelter. Mr. Dark asked if there would be a bench for people to use at the stop by his home. Ms. Freer said she would look into it.

5. PUBLIC COMMENTS

Linda Mealing, Township Resident, thanked the Township for their help in getting benches and trash cans in West Willow.

Supervisor Stumbo explained that residents are walking in the neighborhood for exercise and that through Habitat we were able to get the benches and trash cans.

6. CONSENT AGENDA

A. MINUTES OF THE March 1, 2016 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR YEAR END MARCH 15, 2016 IN THE AMOUNT OF \$1,021.392.94
2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR FEBRUARY 2016 IN THE AMOUNT OF \$36,499.60
3. CHOICE HEALTH CARE ADMIN FEE FOR JANUARY 2016 IN THE AMOUNT OF \$1,468.50

C. FEBRUARY 2016 TREASURER'S REPORT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Consent Agenda with the exception of the March 1, 2016 Work Session and Regular Meeting minutes which would be brought back to the Board next meeting.

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The motion carried unanimously.

7. SUPERVISORS REPORT (none given)

8. CLERKS REPORT (see attached)

9. TREASURERS REPORT (none given)

10. TRUSTEES REPORT (none given)

11. ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that he had continued to communicate with Fannie Mae about the houses they obtained through foreclosure how they must maintain these properties in accordance with the Townships building code. He said he had spoken to them about Habitat and how working with Habitat had helped with neighborhood stabilization. Attorney Winters stated that working with Fannie Mae would mean that before the houses go up for auction or before they go up for sale and are purchased by developers to flip or become rentals Fannie Mae would give the Township the first right to acquire these properties. In turn Habitat would be able to purchase these houses from the Township.

Attorney Winters stated that the Township was still waiting for a firm timeline from the new owners of Gault Village. He said that Gault Village will either be demolished or rehabilitated. Attorney Winters referenced Fresh Thyme Market where the bowling alley did not want to have the building torn down but once it was Fresh Thyme wanted the property.

OLD BUSINESS

- 1. 2ND READING OF RESOLUTION 2016-01, PROPOSED ORDINANCE 2016-456 AMENDING THE CODE OF ORDINANCES CHAPTER 22 ENTITLED BUSINESSES TO INCLUDE SMOKING LOUNGE LICENSING AND REGULATIONS (FIRST READING HELD AT THE FEBRUARY 16, 2016 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the 2nd Reading of Resolution 2016-01, Proposed Ordinance 2016-456 Amending the Code of Ordinances Chapter 22 Entitled Businesses to Include Smoking Lounge Licensing and Regulation (see attached).

Shawn Sinawe, owner of Encore Hookah Lounge gave the Board a letter with figures indicating he will lose 57% per month of revenue if his business was required to close at 12:00 pm. Mr. Sinawe stated that he was a small business and

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would not be able to continue with the loss in revenue. Mr. Sinawe was requesting the Township to change the closing time for his business to 2:00 am. Mr. Sinawe questioned who would be monitoring these businesses. Supervisor Stumbo stated that we have an Ordinance Officer but the ordinance violations would be a Police matter.

Trustee M. Martin suggested a change in the number of allowed Lounges from five to three in the Ordinance. Attorney King stated that the Ordinance is based on an Ordinance from Canton, MI. She said she thought having designated a specific lower number could be a problem and she would not suggest lowering it. Attorney King explained the differences of Vapor Shops, Hookah Lounges, and selling Tobacco.

Joe Lawson, Planning Director stated that we have 3 licensed businesses in the Township that allow smoking.

Trustee Eldridge said to Mr. Sinawe that if all business owners were conducting business the way he was, this ordinance may not be needed. He also questioned why the suggestion was to close at 2:00 am instead of 12:00 pm. Joe Lawson, Planning Director said that after talking with Mr. Sinawe he and Mike Radzik, OCS Director decided to suggest the 2:00 am closing time.

Mike Radzik, OCS Director suggested that Division 2, Section 5a be reduced from 90 days to 60 days for current Smoking business to apply for licensing. He said Sec. 7 also stated that Township Officials had a legal right to enter and inspect a business at any time, but does not include Police Officers. He suggested changing this section to include Police Officers and that they could enter at any time the business was open.

The motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to amend the original with the following changes to the Ordinance:

- **Page 5, Section 5 (a) – Change 90 days to 45 days in both sentences in this paragraph.**
- **Page 6, Section 7 – Change the second sentence to read “During business hours of operation, the applicant shall allow authorized Township Representatives and the Washtenaw County Sheriff’s Office onto the property and into the proposed licensed premises to ensure compliance with this article:**
- **Page 7 and 8, Sections 12 (a) and (b) (2) – Change from 12-month to 24-month time period.**
- **Page 9, Section 16 – Change time in hours of operation from 1:00am to 2:00am**

The motion carried as follows:

Eldridge:	Yes	Stumbo:	Yes	Lovejoy Roe:	Yes
Doe:	Yes	M. Martin:	Yes		

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- 2. 2ND READING OF RESOLUTION 2016-09, PROPOSED ORDINANCE 2016-462 AMENDING THE TOWNSHIPS ZONING CODE, ORDINANCE 74 ADOPTED MAY 18, 1994, ARTICLE II, SECTION 201 (DEFINITIONS) AND ARTICLE XI (GENERAL BUSINESS DISTRICTS) TO DEFINE SMOKING LOUNGES AND REGULATE THEIR LOCATION (FIRST READING HELD AT THE FEBRUARY 16, 2016 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the 2nd Reading of Resolution 2016-09, Proposed Ordinance 2016-462 Amending the Townships Zoning Code, Ordinance 74 Adopted May 18, 1994, Article II, Section 201 (Definitions) and Article XI (General Business Districts) TO DEFINE SMOKING LOUNGES AND REGULATE THEIR LOCATION (see attached).

The motion carried as follows:

Eldridge:	Yes	Stumbo:	Yes	Lovejoy Roe:	Yes
Doe:	Yes	M. Martin:	Yes		

NEW BUSINESS

- 1. BUDGET AMENDMENT #5**

Clerk Lovejoy Roe provided a brief explanation regarding Budget Amendment #5

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Budget Amendment #5 (see attached).

The motion carried unanimously.

- 2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF A CONTRACT WITH STANTEC FOR ADDITIONAL WORK ON TYLER DAM PHASE III IN THE AMOUNT OF \$28,000.00 BUDGETED IN LINE ITEM #252-252-000-801-250**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the request of Jeff Allen, Residential Services Director for a Contract with Stantec for Additional Work on Tyler Dam Phase III in the Amount of \$28,000.00 Budgeted in Line Item #252-252-000-801-250 (see attached).

The motion carried unanimously.

- 3. REQUEST AUTHORIZATION TO EXECUTE THE AMENDMENT TO BUILDING AND USE RESTRICTIONS FOR HURON CENTER COMMERCIAL AND INDUSTRIAL PARK AND THE TERMINATION OF RESTRICTIVE COVENANT AND AUTHORIZE SIGNING OF BOTH DOCUMENTS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to execute the Amendment to Building and Use Restrictions for Huron Center

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Commercial and Industrial Park and the Termination of Restrictive Covenant and authorize signing of both documents (see attached)

The motion carried unanimously.

4. REQUEST AUTHORIZATION TO APPROVE THE PRELIMINARY DEVELOPMENT AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI AND PWRW, LLC AND JMW, LLC FOR THE HURON CENTER AND INDUSTRIAL PARK AND AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Preliminary Development Agreement between The Charter Township of Ypsilanti and PWRW, LLC and JMW, LLC for the Huron Center and Industrial Park and authorize signing of the Agreement (see attached).

The motion carried unanimously.

5. REQUEST OF MARK NELSON, 14B COURT MAGISTRATE FOR APPROVAL OF STATEMENT OF WORK WITH COURT INNOVATIONS, INC. AND PAYMENT OF SETUP FEE IN THE AMOUNT OF \$900.00 BUDGETED IN LINE ITEM #236-136-000-819-006

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve Statement of Work with Court Innovations, Inc. and payment of Setup Fee in the amount of \$900.00 budgeted in line item #236-136-000-819-006 (see attached).

The motion carried unanimously.

6. 1ST READING OF RESOLUTION 2016-02, PROPOSED ORDINANCE 2016-457, AN ORDINANCE AMENDING THE CHARTER TOWNSHIP OF YPSILANTI ZONING CODE SIGN ORDINANCE NO. 74

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the 1st Reading of Resolution 2016-02, Proposed Ordinance 2016-457, an Ordinance Amending the Charter Township of Ypsilanti Zoning Code Sign Ordinance No. 74 (see attached)

The motion carried as follows:

Eldridge:	Yes	Stumbo:	Yes	Lovejoy Roe:	Yes
Doe:	Yes	M. Martin:	Yes		

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**7. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS FOR APPROVAL OF
A TWO (2) YEAR CONTRACT WITH AT&T FOR EXISTING SERVICES IN THE
AMOUNT OF \$480.00 PER MONTH BUDGETED IN LINE ITEM #252-252-000-
850-000**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to
approve a Two (2) Year Contract with AT&T for existing services in the amount
of \$480.00 per month budgeted in line item #252-252-000-850-000 (see
attached).**

The motion carried unanimously.

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to
adjourn.**

The motion carried unanimously.

The meeting was adjourned at approximately 8:43 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2016-12

A Resolution Establishing an Industrial Development District to Include All Parcels Attached Hereto as Exhibit A

Whereas, pursuant to Act No. 198 of the Public Acts of 1974, as amended, the Charter Township of Ypsilanti Board of Trustees has the authority to establish Industrial Development Districts within the Charter Township of Ypsilanti; and

Whereas, on February 4, 2016 Abraham Ghaleb, on behalf of Anchors Realty and VMAX USA, petitioned the Charter Township of Ypsilanti Board of Trustees to establish an Industrial Development District on property located at 1879 W. Michigan Avenue located in the Charter Township of Ypsilanti hereinafter described on ***Exhibit A***, a copy of which is attached hereto and incorporated by reference; and

Whereas, no construction, acquisition, alteration, or installation of a proposed facility has commenced at the time of filing of the request to establish this district; and

Whereas, written notice has been given by mail to all owners of real property located within the district, and to the public by the Township Clerk's Office in accordance with the statutory requirements for notification and posting of public hearings in Ypsilanti Township; and

Whereas, on March 15, 2016 a public hearing was held at which all of the owners of real property within the proposed Industrial Development District as listed on ***Exhibit A*** as well as residents and taxpayers of the Charter Township of Ypsilanti were afforded an opportunity to be heard thereon; and

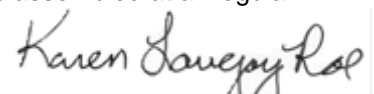
Whereas, the Charter Township of Ypsilanti Board of Trustees deems it to be in the public interest of the Charter Township of Ypsilanti to establish the Industrial Development District as proposed.

Now Therefore,

Be it resolved, by the Charter Township of Ypsilanti Board of Trustees of the Charter Township of Ypsilanti that the following described parcels of land situated in the Charter Township of Ypsilanti, Washtenaw County, State of Michigan, to wit:

See Exhibit A, attached hereto and incorporated by reference be and here is established as an Industrial Development District pursuant to the provision of Act No. 198 of the Public Acts of 1974 to be known as Industrial Development District No. 16-276.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2016-12 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 15, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2016-01
(In Reference to Ordinance 2016-456)

Smoking Lounge – Regulatory
Amending the Code of Ordinances Chapter 22 Entitled Businesses
to Include Smoking Lounge Licensing and Regulation

Whereas, smoking lounge businesses which allow patrons to smoke tobacco and non-tobacco products on the premises have been operating in the Township; and

Whereas, there have been an increasing number of incidents which required police response, including large numbers of smoking lounge patrons congregating during the evening hours in parking areas, impeding nearby businesses, disturbing the peace, leaving behind trash and broken alcohol bottles, fights, smoking fumes, alcohol consumption in parking areas, generating complaints from neighboring businesses and residents; and

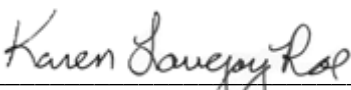
Whereas, establishing reasonable and uniform smoking lounge licensing requirements and regulations for the operation of such businesses is in the interest of public health and safety; and

Whereas, proposed ordinance 2016-456 requires that all smoking lounges operating in the Township obtain a license and comply with specific standards and regulations;

Now Therefore,

Be it resolved, that Ordinance No. 2016-456 is hereby adopted by reference.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2016-01 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 15, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

ORDINANCE NO. 2016-456

*An Ordinance Amending the Code of Ordinances
Charter Township of Ypsilanti, Chapter 22
Entitled **Businesses** to
Include Smoking Lounge Licensing and Regulations*

The Charter Township of Ypsilanti hereby ordains that Chapter 22 of the Code of Ordinances for Ypsilanti Township, entitled "Businesses" is hereby amended as follows:

ADD the following new article:

ARTICLE VII. - SMOKING LOUNGES

DIVISION 1. - GENERALLY

Sec. 1. - Purpose.

Since the state enacted Public Act 188 of 2009 to prohibit smoking in public places smoking lounges have become increasingly popular. Cigar bars and tobacco specialty retail stores that qualify and were in existence on May 1, 2010, are exempt from the smoking in public prohibition.

The Potential adverse impacts associated with smoking lounges have been identified as large numbers of patrons during the evening and night time, crowds overflowing into parking areas and impeding on nearby businesses, leaving behind trash, broken alcohol bottles and debris, incidents requiring police response, fights, alcohol possession on unlicensed premises, traffic, noise, and complaints from neighboring businesses and residents. The purpose of this article is to regulate smoking lounges for the public health, safety, and welfare of the township and persons within its jurisdictional boundaries; to prevent access to tobacco and non-tobacco smoking products by minors at these establishments, and to prevent the spread of smoke fumes to adjacent properties, and persons passing by these establishments.

This article is designed to establish reasonable and uniform regulations to prevent potential adverse impacts relating to these establishments. The regulations adopted are designed to provide objective and orderly procedures for the administration of this article.

Sec. 2. - Definitions.

For purposes of this article, the words, terms, and phrases shall be defined as follows:

Cigar shall mean any roll of tobacco weighing three or more pounds per 1,000, which roll has a wrapper or cover consisting of tobacco.

Cigar bar shall mean an establishment or area within an establishment that is open to the public and is designated for the smoking of cigars that has a state issued exemption certificate.

Disqualifying criminal act shall mean any of the following:

- (1) Any of the following misdemeanor or felony offenses under any of the following statutes, as amended, for which less than seven years

elapsed since the date of conviction or the date of release from confinement for the conviction, whichever is the later date:

- a. Michigan Penal Code, Chapter X, Arson and Burning;
 - b. Michigan Penal Code, Chapter XI, Assaults, except MCL 750.81(1) and (2);
 - c. Michigan Penal Code, Chapter XVII, Bribery and Corruption;
 - d. Michigan Penal Code, Chapter XXII, Compounding Offenses;
 - e. Michigan Penal Code, Chapter XXVA, Criminal Enterprises;
 - f. Michigan Penal Code, Chapter XXVIII, Disorderly Persons;
 - g. Michigan Penal Code, Chapter XXXI, Embezzlement;
 - h. Michigan Penal Code, Chapter XXXIII, Explosives, Bombs, Harmful Devices;
 - i. Michigan Penal Code, Chapter XXXIV, Extortion;
 - j. Michigan Penal Code, Chapter XLIII, Frauds and Cheats;
 - k. Michigan Penal Code, Chapter XLIV, Gambling;
 - l. Michigan Penal Code, Chapter XLV, Homicide;
 - m. Michigan Penal Code, Chapter XLVIII, Indecency and Immorality;
 - n. Michigan Penal Code, Chapter LVIII, Mayhem;
 - o. Michigan Penal Code, Chapter LXVII, Prostitution;
 - p. Michigan Penal Code, Chapter LXVIIA, Human Trafficking;
 - q. Michigan Penal Code, Chapter LXXVI, Sexual Conduct;
 - r. Michigan Penal Code, Chapter LXXVIII, Robbery;
 - s. Michigan Penal Code, Chapter LXXXIII-A, Michigan Anti-Terrorism Act;
 - t. Controlled Substances—Offense and Penalties, MCL § 333.7101 et seq.;
 - u. Taxation-Prohibited Acts, including tax evasion, MCL § 205.27.
- (2) Any attempt, solicitation, or conspiracy to commit one of the foregoing offenses; or
 - (3) Any offense enumerated in the Code of Ordinances which substantially corresponds to one of the foregoing state offenses; or
 - (4) Any offense in another jurisdiction that, had the predicate act(s) been committed in the state, would have constituted any of the foregoing offenses.

Influential interest shall mean any of the following:

- (1) Actual power to operate or control the operation, management, or policies of a current or prospective business; including the manager of the prospective business; or
- (2) Ownership of a financial interest in the business, or ownership of an interest that is ten percent or more of the total interest of a current or prospective business, including such business entities as a firm, partnership, limited partnership, association, limited liability company, or corporation; or

- (3) Holding an office, such as, e.g., president, vice president, secretary, treasurer, managing member, managing director, etc., in a legal entity which operates a current or prospective business.

Minor shall mean any person under 18 years of age.

Non-tobacco smoking products or substances shall include any product or substance that can be consumed by smoking such as, but not limited to: e-cigarettes, bidis, kreteks, clover cigarettes, herbal cigarettes, electronic and herbal hookah, steam stones, smoking gels or other smoked product.

Premises shall mean the location for which a smoking lounge establishment operates under a state issued exemption certificate and includes the land, and all improvements located thereon, including the primary building and all accessory and out-buildings, not limited to the smoking area, and the designated parking area for the business.

Sale shall mean, the exchange, barter, traffic, furnishing, or giving away of tobacco products and non-tobacco smoking products and substances which is regulated by the state and pursuant to this article.

Smoking lounge shall mean an establishment that allows smoking of tobacco products or non-tobacco products or substances on the premises. The term "smoking lounge" includes, but is not limited to, facilities commonly described as cigar bars and lounges; hookah bars, cafes and lounges; tobacco bars and lounges; tobacco clubs or zero percent nicotine establishments

State shall mean the State of Michigan.

State issued exemption certificate shall mean a valid exemption certificate issued by the state for the premises, from the Public Act 188 of 2009 smoking in public ban which allows indoor smoking on the premises in compliance with the Act.

Tobacco product shall mean a product that contains tobacco and is intended for human consumption, including, but not limited to, cigars, cigarettes, non-cigarette smoking tobacco or smokeless tobacco as defined by the Tobacco Products Tax Act, MCL 205.422.

Tobacco specialty retail store shall mean an establishment that has a state issued exemption certificate and for which the primary purpose is the retail sale of tobacco products, non-tobacco smoking products and substances, and smoking paraphernalia.

DIVISION 2. - LICENSE

Sec. 3. - Business license required.

A person shall not operate a smoking lounge in the township without first obtaining a smoking lounge business license issued pursuant to the provisions of this article.

Sec. 4. - Application.

- (a) Information required. An applicant for a smoking lounge license shall annually file in person at the office of the township clerk, a completed application made on a form provided by the clerk. The application shall be signed as required herein and shall be notarized. An application shall be considered complete when it contains, for each person required to sign the application, the information and/or items required in paragraphs (1) through (9) below, accompanied by the required fee.

- (1) The applicant's full legal name and any other names used by the applicant in the preceding seven years. If the applicant is a partnership, corporation, limited liability company, or other legal entity, then all persons with an influential interest in the entity shall be deemed an applicant and shall provide the information required by this article. Each applicant must be qualified under section 5, and each applicant shall be considered a licensee if a license is granted.
- (2) Current business address or another mailing address of the applicant.
- (3) Written proof of identity, in the form of a driver's license or a copy of a birth certificate accompanied by a picture identification document issued by a governmental agency.
- (4) The proposed business name, location, parcel identification number, mailing address and phone number.
- (5) A copy of the state issued exemption certificate for the premises; or if a transfer has been applied for, a copy of the application filed with the state.
- (6) The name and business address of the designated local agent who is responsible to supervise the premises and activities and who is authorized to receive service of process.
- (7) A statement of whether any applicant has been convicted of or has pled guilty or nolo contendere to a disqualifying criminal act as defined in this article, and if so, specify each criminal act involved, including the date, place, and jurisdiction of each, as well as, the dates of conviction and release from confinement, where applicable. This statement shall be accompanied by an authorization to conduct a criminal background check.
- (8) A statement as to whether any applicant has ever had a license revoked under the penalty provisions of the Michigan Liquor Control Code, PA 58 of 1998, as amended.
- (9) A statement as to whether any business in which an applicant has had an influential interest, has, in the previous seven years, and at the time during which the applicant had the influential interest:
 - a. Been declared by a court of law to be a nuisance, as defined under the Revised Judicature Act, MCL 600.3801; or
 - b. Been subject to a court order of closure or padlocking.
- (10) A statement of nature of proposed operation.

The information provided pursuant to paragraphs (1) through (10) of this subsection shall be supplemented in writing by certified mail, return receipt requested, to the township clerk within ten working days of a change of circumstances which would render the information originally submitted false or incomplete.

- (b) Signature required. If a person who wishes to operate the business is an individual, the person shall sign the application. If a person who wishes to operate a business is other than an individual, each person with an influential interest in the business shall sign the application for a license as applicant.
- (c) Disclosure. The information provided by an applicant in connection with an application for a license under this article shall be maintained by the township clerk's office and all personal information shall be deemed

confidential and may be disclosed only as required by law or by court order.

Sec. 5. - Issuance of license.

- (a) Pre-existing businesses. All smoking lounges operating pursuant to a valid certificate of occupancy on the effective date of this article are hereby granted a de facto temporary license to continue operating for a period of 45 days following the effective date. During this period all smoking lounge businesses shall apply for a license pursuant to this article; and by the expiration date of 45 days shall conform to all requirements for issuance of a license.
- (b) Application review. Upon the filing of a completed application for a smoking lounge business license, the township clerk shall forward a copy to the following departments: Office of Community Standards, the Planning Department and the Washtenaw County Sheriff's Department, and any other necessary department(s), to review the application for compliance with the requirements of all applicable ordinances and codes.
- (c) The township clerk shall either issue a license to the applicant or issue to the applicant a written notice denying the application. The township clerk shall issue a license unless:
 - (1) Information. An applicant has failed to provide information as required by section 4 for issuance of a license, or has falsely answered a question or a request for information on the application form;
 - (2) Fee. The license application fee required by this article has not been paid;
 - (3) State exemption certificate. The applicant does not have a valid state issued exemption certificate, the state has denied the application for a transfer, or the exemption has been revoked;
 - (4) Code compliance. The subject premises lacks a current certificate of occupancy or does not comply with applicable building, zoning, plumbing, mechanical, electrical, health, property maintenance or fire prevention codes. Upon filing an application for a building permit, plan review, or certificate of occupancy, the applicant shall also file a copy with the township clerk;
 - (5) Ventilation and parking. The Department of Community Standards indicates that the premises lack the ventilation and/or parking required for the proposed use;
 - (6) Unpaid fees. Any of the reviewing departments or divisions has indicated that there are unpaid fees or uncured violations under its purview related to the subject premises;
 - (7) Ownership/lease. The business does not own the premises for which a license is sought or does not have a current lease for the proposed licensed premises;
 - (8) Previous revocation/non-renewal. An applicant has had a smoking exemption revoked, or not renewed for cause, in the last two years under this article or a comparable municipal ordinance or state law, whether in the state or otherwise;

- (9) Prior nuisance. Any business in which the applicant has had an influential interest, has, in the previous seven years, and at the time during which the applicant had the influential interest:
 - a. Been declared by a court of law to be a nuisance, as defined under the Revised Judicature Act, MCL 600.3801; or
 - b. Been subject to an order of closure or padlocking.
- (10) Disqualifying criminal act. An applicant has been convicted of, or pled guilty, or nolo contendere or no contest, to a disqualifying criminal act as defined in this article, or has had a license suspended under the Michigan Liquor Control Code;
- (11) Additional licensing. The business is not licensed to do business in the state or has not obtained a sales tax license.
- (d) Reservation of authority. Notwithstanding anything to the contrary in this article, no applicant has a right to the issuance of a license; and the township hereby reserves the right to determine who, if anyone, shall be entitled to the issuance of such a license, based on the objective criteria listed in this article which relate to concerns for public health, safety, and welfare as identified herein.
- (e) License contents; posting; possession. The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the number of the license issued to the licensee(s), the expiration date, and, the address of the business. The business license shall be posted in a conspicuous place at or near the entrance to the business so that it may be read at any time.
- (f) Other laws applicable. Nothing in this article shall be construed to exempt the licensee from any other requirements set forth by township ordinance, state or federal law.

Sec. 6. - Fees.

The fees for a license under this article shall be established by resolution adopted by the township board and shall be placed on file, and made available, at the office of the township clerk.

Sec. 7. - Inspection.

Filing an application for a smoking lounge shall constitute consent to inspection by township officials as provided herein, for the purpose of ensuring compliance with the specific regulations of this article. During business hours of operation, the applicant shall allow authorized Township representatives and the Washtenaw County Sheriff's Office onto the property and into the proposed licensed premises to ensure compliance with this article. This section shall be narrowly construed by the township to authorize reasonable inspections of the licensed premises pursuant to this article.

Sec. 8. - Transfer of license.

- (a) A licensee shall not transfer the license to another, nor shall a licensee operate a smoking lounge under the authority of a license at any place other than the address designated in the smoking lounge license

application. Any transfer shall be grounds for suspension and revocation. A proposed transfer shall require a new application be filed and shall be subject to the same procedures, standards and fees required for a new license. Each location operated by a licensee requires a separate license.

- (b) Approval of the transfer of a state issued exemption certificate by the state shall not abrogate the requirement to apply for and obtain a smoking lounge license as required by this article. There shall be no transfer into the Charter Township of Ypsilanti of a State of Michigan Exemption Permit under the Dr. Ron L. Davis Act of 2009; MCL 333.12601, et seq., as amended.

Sec. 9. - Annual license, expiration.

The license issued under this article shall be valid for a period of one year from the date of issue, unless otherwise suspended or revoked. A renewal license shall be obtained within 30 days following expiration of the current license, and may be renewed only by making application and payment of the fee as required by this article.

DIVISION 3. - DENIAL, SUSPENSION, REVOCATION, HEARING

Sec. 10. - Denial.

In the event the township clerk issues a written notice to deny for failure to comply with the requirements of section 5, the provisions of section 13 providing for an appeal hearing shall apply.

Sec. 11. - Suspension.

The township clerk shall suspend the license for a period of 30 days if the licensee has knowingly violated this article or has knowingly allowed an employee to violate this article. Upon receiving notice of a violation, the clerk shall issue a written notice to suspend, which shall include the grounds for the suspension, the effective date of the suspension, and that the licensee may within 20 days, request in writing, an appeal hearing before the township board pursuant to the provisions of section 12. The suspension shall take effect 21 days after the date of the notice of suspension.

Sec. 12. - Revocation; non-renewal.

- (a) Violation after previous suspension. The township clerk shall issue a written notice of revocation if the licensee knowingly violates this article or has knowingly allowed an employee to violate this article and the licensee's license has been suspended within the previous 24-month period.
- (b) Grounds for revocation/non-renewal. The township clerk shall issue written notice to revoke or non-renewal of the license if:
 - (1) The licensee would not meet the standards set forth in section 5 if the licensee were an applicant for a new license.

- (2) The licensee has knowingly or recklessly allowed two or more violations of the regulations of this article in the preceding 24-month period.
 - (3) The licensee has knowingly or recklessly allowed a nuisance, as defined under the Revised Judicature Act, MCL 600.3801, to be maintained upon the premises.
 - (4) The subject premises have existing violations of building, zoning, plumbing, mechanical, electrical, health or fire prevention codes.
 - (5) The operation of the licensed establishment has resulted in a pattern of patron conduct in the neighborhood of the establishment that continually and substantially disturbs the peace, order, and tranquility of the neighborhood.
 - (6) The licensee has failed to maintain the grounds and exterior of the licensee's establishment and parking area by allowing litter, debris, and/or refuse to unreasonably remain on the property or adjoining properties.
 - (7) The licensee knowingly or recklessly operated the business during a period of time when the license was suspended.
 - (8) The licensee has knowingly or recklessly engaged in illegal activity or allowed any illegal activity to occur in or on the licensed premises, or has been found liable for a violation of the state liquor control code.
- (c) Effect of appeal of conviction. The fact that any relevant conviction is being appealed shall have no effect on the revocation/non-renewal of the license, provided that, if any conviction which serves as a basis of a license revocation/non-renewal is overturned or reversed on appeal, that conviction shall be treated as null and of no effect and the license shall be reinstated.
- (d) Effective date. The revocation/non-renewal shall not take effect for 21 days from the date of the notice of revocation/non-renewal.
- (e) Appeal. The written notice to revoke/non-renewal, shall include the grounds for the revocation/non-renewal, the effective date of the revocation/non-renewal, and that the licensee may request in writing, within 20 days of the date of the notice of suspension, or revocation/non-renewal, an appeal hearing before the township board pursuant to the provisions of section 12. If not appealed, the suspension shall take effect 21 days after the date of the notice of suspension.

Sec. 13. - Appeal hearing.

- (a) Notice of hearing. Upon receipt of a request for appeal, the township board shall provide the licensee with notice and an opportunity to be heard. The township board shall serve notice upon the licensee by certified mail, not less than 20 days prior to the hearing date. The notice shall state:
- (1) The date, time and place of the hearing.
 - (2) A statement that the licensee may present evidence and testimony, and may be represented by an attorney.
- (b) Hearing and decision. The hearing shall be conducted by the township board and shall be open to the public. The township board shall submit to the licensee a written statement of its findings, decision, specific

grounds for its decision, and a statement that the decision may be appealed to a court of competent jurisdiction.

DIVISION 4. - REGULATIONS

Sec. 14. - Zoning requirements.

A smoking lounge may only be located in permitted zoning districts as identified in Appendix A to this Code of Ordinances, the zoning ordinance.

Sec. 15. - Limitation.

There shall be no more than five smoking lounge businesses granted licenses and operating in Ypsilanti Township at any given time.

Sec. 16. - Hours of operation.

Businesses operating a licensed smoking lounge shall be closed between the hours of 2:00 a.m. and 8:00 a.m. on any day. No one shall be allowed on the premises except employees after 2:00 a.m. Only a minimum of three employees shall remain on the premises after 2:00 a.m. and shall carry proof of employment, such as an identification badge.

The manager and/or employees shall provide proof of employment when requested to do so by a member of the police department. Only employees and/or contractors shall remain on the premises after closing and shall carry proof of employment.

Sec. 17. - Local agent on premises.

The licensee, or the local agent designated in the application, shall remain on the premises while open for business to supervise the activities and shall be responsible to ensure compliance with the regulations of this article. In the event a licensee changes the local agent, the licensee shall immediately notify the clerk in writing of the name and business address of the new local agent. All managers or local agents shall be over the age of 21 years old.

Sec. 18. - Mechanical ventilation required.

Mechanical ventilation shall be supplied in compliance with the Michigan Mechanical Code to ensure sufficient ventilation of the smoking lounge. The recirculation and the natural ventilation of air from the smoking lounge is prohibited; and the air supplied to the smoking lounge shall be exhausted and discharged to an approved location in compliance with the Michigan Mechanical Code.

Sec. 19. - Off-street parking required.

Off-street parking shall be provided for the smoking lounge business. The minimum amount of parking shall be calculated by utilizing the parking requirements listed for bars and lounges contained in the zoning ordinance.

Sec. 20. - Storage lockers prohibited.

Storage lockers shall be prohibited on the premises of a smoking lounge, except that on-site humidors may be permitted in the smoking area of a cigar bar.

Sec. 21. - Outdoor activities prohibited.

There shall not be any outdoor activities, outdoor public admission events, or outdoor seating. The business activities shall be conducted wholly indoors. In no event shall designated on-site parking areas be used for any other purpose than parking of passenger vehicles. To ensure that the smoke is contained within the smoking area, all windows and doors shall remain closed to ensure that the smoke does not infiltrate nonsmoking areas and is not emitted to passersby.

Sec. 22. - Loitering, exterior lighting and monitoring requirements.

It shall be the duty of the licensee or the designated local agent to:

- (1) Signs. Post conspicuous signs stating that no loitering is permitted on the outdoor premises; no minors are permitted on the premises; and patrons must leave the parking area immediately upon close of the business;
- (2) Monitor. Designate one or more employees to monitor, while the premises are open for business, the activities of persons on the premises by visually inspecting the interior and exterior of the premises at least once every 90 minutes or inspecting the premises by use of video cameras and monitoring;
- (3) Exterior. Ensure lighting of the exterior premises is provided, including all parking areas, for visual inspection and security. All exterior lighting shall comply with all provisions of the zoning ordinance;
- (4) Parking area. The licensee shall ensure that patrons are not parking in adjacent or neighboring parking lots or in residential areas that are not part of the parking area approved on the site plan for the licensed premises.

Sec. 23. - Disturbing the peace.

The licensee or local agent shall be responsible to maintain the premises to ensure there is not a violation of disturbing the peace. MCL 750.170. If the licensee or designated local agent is convicted of disturbing the peace, the conviction shall be grounds for revocation, denial or suspension of a license.

Sec. 24. - Prohibited activities.

It is unlawful for a licensee or local agent to knowingly violate the following regulations or to knowingly allow an employee, patron or any other

person to violate the following regulations. The licensee or local agent shall remove anyone violating the following regulations:

- (1) Minors prohibited. No one shall be allowed on the premises of a smoking lounge business unless the individual is 18 years of age or older. The licensee and local agent shall ensure that identifications of individuals on the premises have been checked to determine that every individual is 18 years of age or older before entry into the premises. The exit doors shall be monitored to ensure that no one is attempting to gain secret entry into the premises. A sign shall be posted near the entrance stating "No one under the age of 18 allowed."
- (2) Alcoholic liquor. No person shall sell, offer for sale, trade, provide, allow, possess, consume or attempt to consume any alcoholic liquor on the premises unless the licensee has obtained the appropriate license from the Liquor Control Commission pursuant to MCL 436.1101 et seq., as amended.
- (3) Nudity prohibited. No one shall be allowed on the premises of a smoking lounge business to appear nude or in a state of nudity.
- (4) Controlled substances prohibited. It shall be unlawful to sell or permit to sell, offer for sale, trade, provide, allow, possession, consumption or attempt to consume any controlled substance on the premises in violation of Article 7 of the Public Health Code, MCL 333.1101 et seq.

Sec. 25. - Penalties and enforcement.

A person who violates or fails to comply with any of the provisions of this article shall be guilty of a misdemeanor, punishable by a maximum fine of \$500.00 and/or a maximum of 90 days imprisonment. Each day a violation is committed, or permitted to continue, it shall constitute a separate offense and shall be treated as a separate offense.

Rights and Remedies are Cumulative

The rights and remedies provided herein are cumulative and in addition to any other remedies provided by law.

Severability

That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Charter Township of Ypsilanti hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases by declared unconstitutional.


Publication

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

Effective date

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2015-456 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on March 15, 2016 after first being introduced at a Regular Meeting held on February 16, 2016. The motion to approve was made by member Roe and seconded by member Doe. Yes: Mike Martin, Eldridge, Stumbo, Roe, Doe. ABSENT: Currie, S. Martin NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: Thursday March 24, 2016

RESOLUTION 2016-09

(In Reference to Ordinance 2016-462)

Amending the Townships Zoning Code, Ordinance 74
Adopted May 18, 1994, Article II, Section 201 (Definitions)
and Article XI (General Business Districts) to Define Smoking
Lounges and Regulate Their Location

Whereas, smoking lounge businesses which allow patrons to smoke tobacco and non-tobacco products on the premises have been operating in the Township; and

Whereas, there have been an increasing number of incidents which required police response, including large numbers of smoking lounge patrons congregating during the evening hours in parking areas, impeding nearby businesses, disturbing the peace, leaving behind trash and broken alcohol bottles, fights, smoking fumes, alcohol consumption in parking areas, generating complaints from neighboring businesses and residents; and

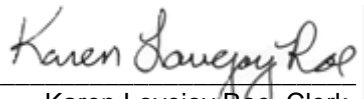
Whereas, zoning ordinance 2016-462 (1): defines what the term “smoking lounge” means; (2) establishes the zoning district and minimum distances between “smoking lounges” ; and

Whereas, proposed ordinance 2016-462 is in the interest of public health, safety and welfare;

Now Therefore,

Be it resolved, that Ordinance No. 2016-462 is hereby adopted by reference.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2016-09 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 15, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

ORDINANCE NO. 2016-462

An Ordinance amending the Township's Zoning Code, Ordinance 74 adopted May 18, 1994, Article II, Section 201 (Definitions) and Article XI (General Business Districts) to define smoking lounges and regulate their location.

The Charter Township of Ypsilanti hereby ordains that Ordinance No. 74 adopted May 18, 1994, known as the Township Zoning Ordinance shall be amended as follows:

1. **ADD** the following to Section 201 definitions:

Smoking lounge: Smoking lounge shall mean an establishment that allows smoking of tobacco products or non- tobacco products or substances on the premises. The term "smoking lounge" includes, but is not limited to facilities commonly described as cigar bars and lounges, hookah bars, cafes and lounges, tobacco bars and lounges, tobacco clubs or zero percent nicotine establishments.

2. **ADD** the following provision to Article XI B-3 General Businesses, Section 1102 Uses Permitted Subject to Special Conditions:

Smoking lounges subject to the following:

- a. No such business shall be located with 2,500 feet of a similar business.
- b. A valid smoking lounge business license issued by the Township Clerk for the premises.
- c. A minimum number of off-street parking calculated by utilizing the parking requirements for bars, lounges, taverns, and nightclubs.

Severability

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

Publication

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

Effective date

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2015-462 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on March 15, 2016 after first being introduced at a Regular Meeting held on February 16, 2016. The motion to approve was made by member Roe and seconded by member Doe. Yes: Mike Martin, Eldridge, Stumbo, Roe, Doe
ABSENT: Currie, Scott Martin NO: None. ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2016 BUDGET AMENDMENT #5 REVISED**

March 15, 2016

225 - ENVIRONMENTAL CLEANUP FUND

Total Increase \$28,000.00

Increase budget to allow for a transfer to the Hydro Station Fund. This is for Professional Services of Stantec for design & engineering regarding Tyler Dam which is needed in anticipation of a large State required repair to the dam. The Tyler dam can not use Hydro funds. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	225-000-000-699.000	\$28,000.00
		Net Revenues	<u><u>\$28,000.00</u></u>
Expenditures:	Transfer to Hydro Station	225-225-000-968.252	\$28,000.00
		Net Expenditures	<u><u>\$28,000.00</u></u>

252 - HYDRO STATION FUND

Total Increase \$28,000.00

Increase budget for Professional Services of Stantec for design & engineering regarding Tyler Dam. This service is needed in anticipation of a large State required repair to the dam. The Tyler dam can not use Hydro funds, therefore it has been recommended to transfer funds from the Environmental Cleanup Fund. This will be funded by a transfer of funds from the Environmental Cleanup Fund.

Revenues:	Transfer In: Environmental Cleanup	252-000-000-697.007	\$28,000.00
		Net Revenues	<u><u>\$28,000.00</u></u>
Expenditures:	Professional Ser - Other Dams	252-252-000-801.250	\$28,000.00
		Net Expenditures	<u><u>\$28,000.00</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$1,518.00

Increase budget for PTO payout over the budgeted 32 hours per employee. The payout amount requested is 68 hours paid at 75% and the three full time elected officials have approved to bring to the Board. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$1,518.00
		Net Revenues	<u><u>\$1,518.00</u></u>
Expenditures:	Salary - Permeant Wages	266-304-000-706.000	\$1,409.88
	FICA	266-304-000-715.000	\$108.12
		Net Expenditures	<u><u>\$1,518.00</u></u>

Motion to Amend the 2016 Budget (#5) REVISED:

Move to increase the Environmental Clean-Up Fund budget by \$28,000 to \$35,000 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$28,000 to \$519,112 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$1,518 to \$6,810,179 and approve the department line item changes as outlined.



**MASTER SERVICES AGREEMENT
TASK ORDER**

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CHARTER TOWNSHIP OF YPSILANTI

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: March 14, 2016

This TASK ORDER is issued under the **MASTER SERVICES AGREEMENT** (dated 2/24/16) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and CHARTER TOWNSHIP OF YPSILANTI ("CLIENT") for Services to be provided by STANTEC on the Tyler Dam Phase 3-Rebid project ("Project"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Michael Saranen, Hydro Operations.

SERVICES: STANTEC shall perform the following SERVICES:

Approximately 175 hours of engineering services for rebid of Tyler Dam drawdown project. Anticipated scope includes:

- Revise drawdown and dredging procedures.
- Re-engineer drop 4 structures.
- Design valve and operating platform.
- Correspondence with MDEQ regarding changes.
- Related proj. mgmt and QA/QC.
- Bid assistance.

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: March 14, 2016

Estimated Completion Date: June 15, 2016

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

Time and Materials, Not to Exceed: \$28, 000

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local

mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

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

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

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to this Task Order adjusting the Contract Services Time and Price as required.

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

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Task Order:

Stantec Rate Table

**INSURANCE
REQUIREMENTS:**

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

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

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

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

Workers' Compensation: As prescribed by applicable law.



Stantec

MASTER SERVICES AGREEMENT TASK ORDER

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

CHARTER TOWNSHIP OF YPSILANTI

STANTEC CONSULTING SERVICES INC.

Brenda L. Stumbo, Supervisor
Print Name and Title 3-16-16

MARK D. PASCOE, SR. Assoc.
Print Name and Title

Per: Brenda L. Stumbo
3-16-16

Per: [Signature]

Karen Lovejoy Roe, Clerk
Print Name and Title 3-16-16

Print Name and Title

Per: [Signature]

Per: _____

**AMENDMENT TO BUILDING AND USE RESTRICTIONS
FOR
HURON CENTER COMMERCIAL & INDUSTRIAL PARK**

CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation, of 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099 (“**Township**”) has executed this Amendment with reference to the following facts and circumstances:

A. Morgan-Mitsubishi Development Co., a Michigan co-partnership, as declarant (“**Original Declarant**”), executed the Building and Use Restrictions for Huron Center Commercial and Industrial Park dated December 15, 1988, and recorded the same on August 30, 1989, in Liber 2343 at Page 990, Washtenaw County Records (“**Restrictions**”).

B. Pursuant to Article C of the Restrictions, Township and Original Declarant reserved the exclusive right to modify or change the Restrictions whenever in their joint opinion and discretion such modification or change will not be detrimental to any portion of the property subject to the Restrictions, improvements made thereon and businesses operated thereon.

C. By an Assignment of Declarant’s Rights dated February 8, 2016, and recorded in Liber 5136 at Page 993, Washtenaw County Records, Original Declarant has assigned to Township all of Original Declarant’s right, title, and interest as declarant under the Restrictions.

D. Township, on its own behalf and as assignee of Original Declarant’s rights as declarant under the Restrictions, wishes to amend the Restrictions in order to release the real property described on the attached **Exhibit A** (the “**Released Parcel**”) from the Restrictions. Township, on its own behalf and as assignee of Original Declarant, has determined that this Amendment will not be detrimental to any portion of the property described in the Restrictions, improvements made thereon and businesses operated thereon.

E. This Amendment is not a conveyance or transfer of real property. Accordingly, state and county real estate transfer taxes do not apply.

THEREFORE, Township, on its own behalf and as assignee of Original Declarant’s rights as declarant under the Restrictions, amends the Restrictions to release the Released Parcel from the provisions of the Restrictions. Township intends that, upon recordation of this Amendment, the Released Parcel will no longer be bound by or subject to the Restrictions.

In case of conflict or inconsistency between the original Restrictions and this Amendment, the provisions of this Amendment will control. All other provisions of the Restrictions that are not in conflict or inconsistent with this Amendment remain in full force and effect.

Dated: March 16, 2016.

CHARTER TOWNSHIP OF YPSILANTI

By: Brenda L. Stumbo
Brenda Stumbo, Supervisor

And By: Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk

STATE OF MICHIGAN)
) ss:
COUNTY OF Washtenaw)

The foregoing instrument was acknowledged before me this March 16, 2016, by Brenda Stumbo, as Supervisor, and by Karen Lovejoy Roe, as Clerk of the Charter Township of Ypsilanti, a Michigan municipal corporation, for Township.

Lisa R. Garrett Lisa R. Garrett

LISA R. GARRETT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 25, 2017
Acting in the County of Washtenaw

Notary public, State of Michigan, County of Washtenaw
My commission expires 2-25-17
Acting in the County of Washtenaw

EXHIBIT A

Released Parcel

A part of Lot 1, Huron Center Commercial & Industrial Park, a part of French Claims 680 and 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, described as: Commencing at the Northwest corner of said Lot 1; thence South 89 degrees 12 minutes 50 seconds East along the North line of said Lot, 64.88 feet; thence South 74 degrees 14 minutes 00 seconds East continuing along said North line 187.85 feet to the point of beginning of this description; thence South 74 degrees 14 minutes 00 seconds East 178.39 feet; thence South 39 degrees 59 minutes 20 seconds East 211.92 feet; thence South 04 degrees 57 minutes 00 seconds West 332.44 feet; thence North 64 degrees 01 minute 06 seconds West 235.51 feet; thence South 25 degrees 58 minutes 54 seconds West 443.64 feet to the Northerly line of Commerce Parkway; thence Northwesterly 2.88 feet along said Northerly line on a curve to the right, said curve having a delta angle of 00 degrees 21 minutes 40 seconds, a radius of 457.00 feet, a chord of 2.88 feet bearing North 33 degrees 35 minutes 43 seconds West; thence Northwesterly 264.02 feet continuing along Northerly line on a curve to the left; said curve having a delta angle of 27 degrees 51 minutes 31 seconds, a radius of 543.00 feet, a chord of 261.43 feet bearing North 47 degrees 20 minutes 40 seconds West; thence North 25 degrees 58 minutes 54 seconds East 732.13 feet to the point of beginning.

TERMINATION OF RESTRICTIVE COVENANT

CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation, of 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099 (“Township”) has executed this Termination with reference to the following facts and circumstances:

A. Morgan-Mitsubishi Development Co., a Michigan co-partnership, as Seller (“MMDC”), executed a Restrictive Covenant with Lawrence D. Clark and Doris A. Clark, as Purchaser, dated March 20, 1995, which was recorded on March 24, 1995, in Liber 3091 at Page 89, Washtenaw County Records (“Restrictive Covenant”).

B. Pursuant to paragraph 2 of the Restrictive Covenant, the Restrictive Covenant inures to the benefit of MMDC and its successors and assigns.

C. By an Assignment of Seller’s Rights dated February 8, 2016, and recorded in Liber 5136 at Page 992, Washtenaw County Records, MMDC has assigned to Township all of MMDC’s right, title, and interest as Seller under the Restrictive Covenant.

D. Township, as assignee of MMDC’s rights as Seller under the Restrictive Covenant, has determined (i) that the restrictions set forth in the Restrictive Covenant are no longer necessary, (ii) that the subject matter of the Restrictive Covenant is adequately addressed by the Township Zoning Code, and (iii) that the Restrictive Covenant should be terminated.

E. This Termination is not a conveyance or transfer of real property. Accordingly, state and county real estate transfer taxes do not apply.

THEREFORE, Township, as assignee of MMDC’s rights as Seller under the Restrictive Covenant, terminates and discharges the Restrictive Covenant in its entirety. Township intends that, upon recordation of this Termination, the property described in the Restrictive Covenant will no longer be bound by or subject to the Restrictive Covenant.

[Signatures on following page.]

Dated: March 16, 2016.

CHARTER TOWNSHIP OF YPSILANTI

By: Brenda L. Stumbo
Brenda Stumbo, Supervisor

And By: Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk

STATE OF MICHIGAN)
) ss:
COUNTY OF Washtenaw)

The foregoing instrument was acknowledged before me this March 16, 2016, by Brenda Stumbo, as Supervisor, and by Karen Lovejoy Roe, as Clerk of the Charter Township of Ypsilanti, a Michigan municipal corporation, for Township.

Lisa R. Garrett Lisa R. Garrett

LISA R. GARRETT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 25, 2017
Acting in the County of Washtenaw

Notary public, State of Michigan, County of Washtenaw
My commission expires 2-25-17
Acting in the County of Washtenaw

PRELIMINARY DEVELOPMENT AGREEMENT

PWRW, LLC, a Michigan limited liability company, of 6076 Brighton Lake Road, Brighton, Michigan 48116 (“**PWRW**”); JWMW, LLC, a Michigan limited liability company, of 6076 Brighton Lake Road, Brighton, Michigan 48116 (“**JWMW**”) (PWRW and JWMW together are sometimes referred to as “**Companies**” in this Agreement); and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation, of 7200 South Huron River Drive, Ypsilanti, Michigan 48197-7099 (“**Township**”), have entered into this Agreement as of the date of the last signature shown on the signature page, below, with reference to the following facts and circumstances:

Recitals

A. PWRW owns Units 1 and 2 of Huron Commons Commercial Condominium (“**Condominium**”), a condominium project established in Ypsilanti Township, Washtenaw County, Michigan, pursuant to a Master Deed recorded December 15, 2006, in Liber 4623, Page 721, Washtenaw County Records, as amended (“**Master Deed**”), and designated as Washtenaw County Condominium Subdivision Plan No. 539. JWMW owns Units 3 and 4 of the Condominium. Together, the Companies own all the units of the Condominium.

B. The land that is included in the Condominium is legally described on the attached **Exhibit A** (“**Condominium Property**”).

C. JWMW has entered into an agreement to sell the land underlying Units 3 and 4 of the Condominium (the “**Hotel Property**”) to a third party that intends to construct a hotel on it. The Hotel Property is more fully described on the attached **Exhibit B**. As a condition of the sale, the Companies are required to terminate the Condominium and to cause the Condominium Property to be released from the restrictive covenants contained in the Building and Use Restrictions for Huron Center Commercial & Industrial Park recorded in Liber 2343 at Page 990, Washtenaw County Records, and the Restrictive Covenant recorded in Liber 3091 at Page 89, Washtenaw County Records (together, the “**Restrictions**”).

D. Pursuant to the terms of the Restrictions, and as assignee of the rights and interest of Morgan-Mitsubishi Development Co. under the Restrictions, Township has the power to release the Condominium Property from the Restrictions. Township has approved the grant of such a release, as provided in a certain Amendment to Building and Use Restrictions and a certain Termination of Restrictive Covenant, both of which have been presented to, and approved by, the Township Board.

E. The parties wish to set forth the Companies’ commitments to Township with respect to terminating the Condominium, creating an easement for ingress, egress and utilities, and imposing certain restrictive covenants on the Condominium Property.

THEREFORE, based upon the foregoing and in consideration of the mutual covenants and conditions set forth below, Companies and Township agree as follows:

1. **Companies' Agreements.** Companies will do the following:

(a) Terminate the Condominium by executing and recording a Termination Agreement in compliance with the Master Deed and the Michigan Condominium Act. Upon such termination, by operation of law the Companies will own the Condominium Property as tenants in common, each as to an undivided one-half interest, as provided in the Master Deed and the Michigan Condominium Act.

(b) Convey the Hotel Property (together with an easement for ingress, egress and utilities) to JWMW and the remainder of the Condominium Property to PWRW, by duly executed and recorded Warranty Deeds.

(c) Execute and record a Private Road Agreement in substantially the form attached to this Agreement as **Exhibit C**.

2. **Miscellaneous.**

(a) **Approval by the Parties.** This Agreement has been approved by the Companies and the Township, as evidenced by the Township's governing body resolutions, dated _____, 2016.

(b) **Execution in Counterparts.** This Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which will constitute one agreement. The signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart.

(c) **Headings; Construction.** The various headings of this Agreement are included for convenience only and do not affect the meaning or interpretation of this Agreement or any provision. When the context and construction so require, all words used in the singular will be deemed to have been used in the plural and the masculine will include the feminine and the neuter and vice versa.

(d) **Partial Validity; Severability.** If any term or provision of this Agreement or its application to any person or circumstance should, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

(e) **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties and their respective successors in interest and assigns, and no third party has any rights under this Agreement.

(f) **Joint Product of Parties.** This Agreement is the result of arms-length negotiations between the Companies and the Township and their respective attorneys. Accordingly, none of the parties will be deemed to be the author of this Agreement, and this Agreement will not be construed against either party.

Each of the parties, intending to be legally bound, has executed one or more counterparts of this Preliminary Development Agreement as of the date written beneath its signature below.

PWRW, LLC

By: _____
James J. Womac, Manager
Date: _____, 2016

JWMW, LLC

By: _____
James J. Womac, Manager
Date: _____, 2016

CHARTER TOWNSHIP OF YPSILANTI

By: Brenda H. Stumbo
Brenda Stumbo, Supervisor

And By: Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk
Date: March 16, 2016

EXHIBIT A

Condominium Property Legal Description

A part of Lot 1, Huron Center Commercial & Industrial Park, a part of French Claims 680 and 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, described as: Commencing at the Northwest corner of said Lot 1; thence South 89 degrees 12 minutes 50 seconds East along the North line of said Lot, 64.88 feet; thence South 74 degrees 14 minutes 00 seconds East continuing along said North line 187.85 feet to the point of beginning of this description; thence South 74 degrees 14 minutes 00 seconds East 178.39 feet; thence South 39 degrees 59 minutes 20 seconds East 211.92 feet; thence South 04 degrees 57 minutes 00 seconds West 332.44 feet; thence North 64 degrees 01 minute 06 seconds West 235.51 feet; thence South 25 degrees 58 minutes 54 seconds West 443.64 feet to the Northerly line of Commerce Parkway; thence Northwesterly 2.88 feet along said Northerly line on a curve to the right, said curve having a delta angle of 00 degrees 21 minutes 40 seconds, a radius of 457.00 feet, a chord of 2.88 feet bearing North 33 degrees 35 minutes 43 seconds West; thence Northwesterly 264.02 feet continuing along Northerly line on a curve to the left; said curve having a delta angle of 27 degrees 51 minutes 31 seconds, a radius of 543.00 feet, a chord of 261.43 feet bearing North 47 degrees 20 minutes 40 seconds West; thence North 25 degrees 58 minutes 54 seconds East 732.13 feet to the point of beginning.

EXHIBIT B

Hotel Property Legal Description

A part of Lot 1, Huron Center Commercial & Industrial Park, a part of French Claims 680 & 681, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, said parcel described as: Commencing at the Northwest corner of said Lot 1; thence S89°12'50"E along the North line of said Lot 1 a distance of 64.88 feet; thence S74°14'00"E continuing along said North line 187.85 feet; thence S25°58'54"W 219.00 feet to the point of beginning of this description; thence S64°01'06"E 201.92 feet; thence S25°58'54"W 369.03 feet; thence Southwesterly 64.66 feet on a curve to the right, said curve having a radius of 83.50 feet, a delta angle of 44°22'15" and a chord length of 63.06 feet bearing S48°10'02"W; thence S70°21'09"W 34.01 feet; thence S47°47'08"W 87.54 feet to the Northerly right of way line of James L. Hart Parkway; thence Northwesterly 123.70 feet along said Northerly right of way on a curve to the left, said curve having a radius of 543.00 feet, a delta angle of 13°03'07" and a chord length of 123.43 feet bearing N54°44'53"W; thence N25°58'54"E 513.13 feet to the point of beginning; said parcel containing 2.28 acres, more or less.

Together with a perpetual, nonexclusive easement appurtenant for ingress, egress and utilities over the following described parcel:

A part of Lot 1, Huron Center Commercial & Industrial Park, a part of French Claims 680 & 681, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, said parcel described as: Commencing at the Northwest corner of said Lot 1; thence S89°12'50"E along the North line of said Lot 1 a distance of 64.88 feet; thence S74°14'00"E continuing along said North line 187.85 feet; thence S25°58'54"W 732.13 feet to the Northerly right of way line of James L. Hart Parkway; thence Southeasterly 123.70 feet along said Northerly right of way on a curve to the right, said curve having a radius of 543.00 feet, a delta angle of 13°03'07" and a chord length of 123.43 feet bearing S54°44'53"E to the point of beginning of this description; thence N47°47'08"E 87.54 feet; thence N70°21'09"E 34.01 feet; thence Northeasterly 64.66 feet on a curve to the left, said curve having a radius of 83.50 feet, a delta angle of 44°22'15" and a chord length of 63.06 feet bearing N48°10'02"E; thence N25°58'54"E 413.06 feet; thence S64°01'06"E 33.00 feet; thence S25°58'54"W 189.98 feet; thence S64°01'06"E 17.99 feet; thence S25°58'54"W 443.64 feet to the Northerly right of way line of James L. Hart Parkway; thence along said Northerly right of way the following two courses: Northwesterly 2.88 feet on a curve to the right, said curve having a radius of 457.00 feet, a delta angle of 00°21'40", and a chord length of 2.88 feet bearing N33°35'43"W and Northwesterly 140.33 feet on a curve to the left, said curve having a radius of 543.00 feet, a delta angle of 14°48'25", and a chord length of 139.94 feet bearing N40°49'07"W to the point of beginning; said parcel containing 0.82 acre, more or less.

EXHIBIT C

Private Road Agreement

PRIVATE ROAD AGREEMENT

PWRW, LLC, a Michigan limited liability company, whose address is 6076 Brighton Lake Road, Brighton, Michigan 48116 (“**PWRW**”), and JWMW, LLC, a Michigan limited liability company, whose address is 6076 Brighton Lake Road, Brighton, Michigan 48116 (“**JWMW**”) (PWRW and JWMW are sometimes collectively called (“**Declarants**”), have executed this Agreement with reference to the following facts and circumstances:

A. PWRW is the fee owner of the parcels of property located in Ypsilanti Township, Washtenaw County, Michigan, which are more fully described on the attached **Exhibit A** and are identified on **Exhibit A** as “Parcel A” and “Parcel C”, respectively. JWMW is the fee owner of the parcel of real property located in Ypsilanti Township, Washtenaw County, Michigan, which is more fully described on the attached **Exhibit A** and is identified on **Exhibit A** as “Parcel B.”

B. “Parcel A,” “Parcel B,” and “Parcel C” are sometimes referred to collectively as “**Parcels**” and individually as “**Parcel**.”

C. By Warranty Deed of even date from PWRW and JWMW, as tenants in common, to JWMW, JWMW has been granted a perpetual, nonexclusive easement appurtenant for ingress, egress and utilities (the “**Easement**”) over Parcel C for the benefit of Parcel B.

D. Declarants desire to set forth additional restrictions, covenants and conditions relating to the use of Parcel C and the common private access drive (the “**Access Drive**”) located on Parcel C, and to provide for the joint maintenance, repair, and replacement of the Access Drive and other improvements on Parcel C.

E. This Agreement is not subject to real estate transfer taxes because no property is conveyed pursuant to this Agreement.

The Declarants, therefore, declare and agree that the Parcels will be held, sold, and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which will run with the Parcels both as to benefit and burden and be binding on all parties having any right, title, or interest in all or part of any Parcel:

1. Permitted Uses. The Access Drive may only be used (a) for vehicular and pedestrian ingress and egress between and among the Parcels and between the Parcels and James L. Hart Parkway by the respective owners of the Parcels, their tenants, guests and invitees, and by all providers (whether public or private) of emergency services, including without limitation ambulance, fire, police and public safety, and (b) for the construction, maintenance, repair, and replacement of road improvements appurtenant to the Access Drive. In addition, Parcel C may be used for the construction, maintenance, repair, and replacement of public and/or private

utilities (including without limitation street lighting as provided in Section 2(c) below), sidewalks, signage and landscaping, all for the benefit of one or more of the Parcels.

2. Covenants.

(a) All owners of the Parcels (or any part of a Parcel), their tenants, guests and invitees, will share the use of the Access Drive as described in this Agreement in a reasonable manner and may not obstruct, impede, or interfere with the reasonable use of the Access Drive as contemplated by this Agreement by any person benefitted by this Agreement.

(b) No pipe, conduit, cable, line or the like for water, sewage, drainage, steam, electricity or other utility or service may be installed or maintained upon the surface of the ground of any Parcel outside of a building.

(c) The owners of Parcel A and Parcel B, at their joint expense, will install, operate, maintain, repair and replace street lighting along the Access Drive as required and approved by the Charter Township of Ypsilanti (“**Township**”). If the cost of installing, operating, maintaining, repairing or replacing such lighting is financed by the establishment of a special assessment district, the assessments will be levied equally against Parcel A and Parcel B.

(d) The owners of Parcel A and Parcel B, at their joint expense, will (i) maintain, repair and replace the paved surfaces of the Access Drive in accordance with the requirements and standards of the Washtenaw County Road Commission (“**Road Commission**”) and Township, including without limitation the removal of snow, ice and debris, and (ii) install, maintain, repair and replace traffic directional signs, markers and lines on or along the Access Drive in accordance with Road Commission requirements and standards.

(e) If Township requires the construction or installation of sidewalk, landscaping or any other improvement on Parcel C as a condition of permitting construction on Parcel A or Parcel B (the “**Benefited Parcel**”), the entire cost of installing, constructing, maintaining, repairing and replacing the sidewalk, landscaping or other improvement will be borne by the owner of the Benefited Parcel. For purposes of the Township Zoning Code, frontage along the Access Drive is considered “road frontage” in relation to landscaping, setbacks and sidewalk requirements.

(f) The owners of Parcel A and Parcel B (i) will each, at its sole expense, construct, maintain, repair and replace all onsite storm water management systems located on its respective Parcel, and (ii) will, at their joint expense, construct, maintain, repair and replace all onsite storm water management systems located on Parcel C, all as required and approved by the Washtenaw County Water Resources Commissioner.

3. Sharing of Expenses. Except as expressly provided in Section 2 above and Section 4 below, the owners of Parcel A and Parcel B are each responsible to pay 50% (“**Fractional Share**”) of the approved expenses (“**Expenses**”) that are the joint responsibility of those owners under Section 2.

Parcel A and Parcel B will each possess one vote, to be exercised by the owner of such Parcel with respect to decisions regarding the Expenses, out of a total number of two votes. Notice of any meetings to decide matters concerning the Expenses must be provided to each owner of Parcel A and Parcel B at least seven days in advance of the scheduled meeting. The presence of an owner of a Parcel at the meeting will be considered a waiver of the notice requirement. A meeting may be scheduled at the request of any owner of Parcel A or Parcel B.

Proposed Expenses will be approved if agreed to by the owners of both Parcel A and Parcel B. If any proposed action that would the incurrence of Expenses is not approved by such vote, the owner of any Parcel consenting to such action may proceed with the action at the owner's own expense.

Notwithstanding the foregoing, the owner of a Parcel will not be responsible for any Expenses incurred with respect to the Access Drive before the date on which construction of improvements has commenced on that Parcel, except as otherwise provided in Section 4 below.

4. Damages. If damage to the Access Drive or any other improvements on Parcel C is caused solely by the negligence or intentional conduct of any owner of a Parcel or of any person using the Access Drive pursuant to the authority of an owner of a Parcel, then that owner will be liable for the full cost of repairing all of the damage. In the event the Access Drive or other improvement on Parcel C is damaged by construction equipment in connection with the installation, maintenance, repair, or replacement of public and/or private utilities for the benefit of a particular Parcel or is damaged by equipment in connection with the construction of a building or improvements on or for the benefit of a Parcel, then the owner of the Parcel benefitting from such utilities, construction, or other improvements will be responsible for the damage and will be obligated to repair the damage immediately at the Parcel owner's expense and to hold the owners of the other Parcels harmless from any liability in connection with such repairs.

5. Insurance Coverage. The owners of Parcel A and Parcel B will each obtain and keep in full force and effect one or more policies of commercial general liability insurance, insuring the owner from and against any and all claims, of whatsoever kind or nature, arising from the owner's interest in, and use of, Parcel C, and regardless of whether the claim alleges any fault on the owner's part, in the amount of not less than \$1,000,000, combined single limit, or such other commercially reasonable limit as those owners may agree upon from time to time. Each such policy will be issued by an insurer doing business in Michigan and having a rating of A-VII or better in the then-current edition of Best's Key Rating Guide, or if that Guide ceases publication, a similar rating published by a similar organization. Each insurance policy will designate the owner of the other Parcel as additional insured. The owners of Parcel A and Parcel B will each provide the other with certificates of insurance issued by each of the insurance companies issuing any of the policies required pursuant to the provisions of this Section. Each owner's certificate will provide that the evidenced insurance policies will not be altered or canceled until after 30 days' notice to the other owner. Updated evidence of insurance coverage will be furnished as required by this Section not fewer than 15 days prior to the effective date of any new or substituted coverage.

6. Collection, Lien. If any owner of a Parcel (the "**Delinquent Owner**") fails to pay its share of the Expenses approved by the owners of Parcels under this Agreement or fails to pay any other obligation required of the Delinquent Owner under this Agreement, any one or more of the owners of the other Parcels who are not in default under this Agreement (the "**Creditor Owners**") will be authorized to pay such obligations on the Delinquent Owner's behalf. All amounts so advanced will bear interest at the rate of 10% per annum or the highest lawful rate, whichever is lower, accruing from the date that is 60 days after the Creditor Owner has given the Delinquent Owner written notice of the advance by personal delivery, by certified mail, return receipt requested, by overnight express courier service, or by any means of electronic transmission to which the Delinquent Owner has consented. The Creditor Owner may commence an action against the Delinquent Owner for the full amount of such unpaid charges, interest, and other obligations, together with all costs, expenses and attorneys' fees incurred by the Creditor Owners in the effort to collect. All such unpaid amounts and interest, together with all costs,

expenses and attorneys' fees incurred in collecting the same, will automatically become a continuing lien upon the Delinquent Owner's Parcel. In addition to the right to commence an action as stated above, any of the Creditor Owners are authorized to record a claim of lien in the office of the Register of Deeds of Washtenaw County, Michigan, against the Delinquent Owner's Parcel in the full amount of the claim, including without limitation interest, costs, expenses and attorneys' fees associated with collection. The Creditor Owners may record the claim of lien without regard to whether they have commenced suit for collection of the sums owed by the Delinquent Owner. After recording the claim of lien, any of the Creditor Owners may foreclose the lien in any manner now or hereafter permitted by law or in equity for the foreclosure of mortgage liens.

7. Release. If the owner of a Parcel is current in its obligations under this Agreement, that owner will be released from all liability for Expenses immediately upon the sale or other conveyance of the owner's complete fee interest in the Parcel.

8. Taxes. Each owner of a Parcel must pay all taxes, charges, liens, and assessments, if any, against its respective Parcel; provided, however, that if Parcel C is taxed as a separate tax parcel, then the owners of Parcel A and Parcel B will each pay its Fractional Share of the real estate taxes on Parcel C.

9. Runs with the Land. The restrictions, covenants and conditions set forth in this Agreement will run with the land, both as to benefit and burden, and will inure to the benefit of, and be binding upon, the parties and their respective successors and assigns.

10. Amendment. No changes, additions or qualifications to the terms of this Agreement may be made or be binding unless made in writing and signed by the owners of all the Parcels and by the Township.

11. Successors in Interest. Any grantee of any interest in a Parcel, together with the grantee's heirs, assigns, and subsequent grantees of the grantee, by acceptance of a deed of conveyance of such interest, will be considered to agree and to promise to comply with and be bound by the provisions of this Agreement.

12. Severability. In the event any provision of this Agreement is determined to be illegal or unenforceable, the remaining provisions of this Agreement will nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted.

13. Captions. The captions contained in this Agreement are for convenience only and are not to be used to define, explain, modify, or aid in the interpretation of this Agreement.

14. Gender and Number. Each pronoun in this Agreement will include any gender, neuter, or number as the identity of its antecedent may require.

15. Governing Law. This Agreement is subject to and governed by the laws of the State of Michigan.

The Declarants have signed this Agreement as of _____, 2016.

PWRW, LLC

JWMW, LLC

By: _____
James J. Womac
Its: Manager

By: _____
James J. Womac
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by James J. Womac, Manager of PWRW, LLC, a Michigan limited liability company, on behalf of the company.

_____, Notary Public
_____ County, Michigan
My Commission expires: _____
Acting in the County of _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by James J. Womac, Manager of JWMW, LLC, a Michigan limited liability company, on behalf of the company.

_____, Notary Public
_____ County, Michigan
My Commission expires: _____
Acting in the County of _____

Prepared by:
James O. Brown
Buckman MacDonald Bauer & Brown
217 East 24th Street, Suite 201
Holland, MI 49423
(616)394-4276

EXHIBIT A

Legal Descriptions

Parcel A: A part of Lot 1, Huron Center Commercial & Industrial Park, a part of French Claims 680 & 681, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, said parcel described as: Commencing at the Northwest corner of said Lot 1; thence S89°12'50"E along the North line of said Lot 1 a distance of 64.88 feet; thence S74°14'00"E continuing along said North line 187.85 feet to the point of beginning of this description; thence S74°14'00"E continuing along said North line 178.39 feet; thence S39°59'20"E continuing along said North line 211.92 feet to the West line of Whittaker Road; thence S04°57'00"W along said West line 332.44 feet; thence N64°01'06"W 253.51 feet; thence N25°58'54"E 189.98 feet; thence N64°01'06"W 33.00 feet; thence S25°58'54"W 44.03 feet; thence N64°01'06"W 201.92 feet; thence N25°58'54"E 219.00 feet to the point of beginning; said parcel containing 2.71 acres, more or less; said parcel subject to all easements and restrictions if any.

Parcel B: A part of Lot 1, Huron Center Commercial & Industrial Park, a part of French Claims 680 & 681, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, said parcel described as: Commencing at the Northwest corner of said Lot 1; thence S89°12'50"E along the North line of said Lot 1 a distance of 64.88 feet; thence S74°14'00"E continuing along said North line 187.85 feet; thence S25°58'54"W 219.00 feet to the point of beginning of this description; thence S64°01'06"E 201.92 feet; thence S25°58'54"W 369.03 feet; thence Southwesterly 64.66 feet on a curve to the right, said curve having a radius of 83.50 feet, a delta angle of 44°22'15" and a chord length of 63.06 feet bearing S48°10'02"W; thence S70°21'09"W 34.01 feet; thence S47°47'08"W 87.54 feet to the Northerly right of way line of James L. Hart Parkway; thence Northwesterly 123.70 feet along said Northerly right of way on a curve to the left, said curve having a radius of 543.00 feet, a delta angle of 13°03'07" and a chord length of 123.43 feet bearing N54°44'53"W; thence N25°58'54"E 513.13 feet to the point of beginning; said parcel containing 2.28 acres, more or less; said parcel subject to all easements and restrictions if any.

Parcel C: A part of Lot 1, Huron Center Commercial & Industrial Park, a part of French Claims 680 & 681, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, said parcel described as: Commencing at the Northwest corner of said Lot 1; thence S89°12'50"E along the North line of said Lot 1 a distance of 64.88 feet; thence S74°14'00"E continuing along said North line 187.85 feet; thence S25°58'54"W 732.13 feet to the Northerly right of way line of James L. Hart Parkway; thence Southeasterly 123.70 feet along said Northerly right of way on a curve to the right, said curve having a radius of 543.00 feet, a delta angle of 13°03'07" and a chord length of 123.43 feet bearing S54°44'53"E to the point of beginning of this description; thence N47°47'08"E 87.54 feet; thence N70°21'09"E 34.01 feet; thence Northeasterly 64.66 feet on a curve to the left, said curve having a radius of 83.50 feet, a delta angle of 44°22'15" and a chord length of 63.06 feet bearing N48°10'02"E; thence N25°58'54"E 413.06 feet; thence S64°01'06"E 33.00 feet; thence S25°58'54"W 189.98 feet; thence S64°01'06"E 17.99 feet; thence S25°58'54"W 443.64 feet to the Northerly right of way line of James L. Hart Parkway; thence along said Northerly right of way the following two courses: Northwesterly 2.88 feet on a curve

to the right, said curve having a radius of 457.00 feet, a delta angle of $00^{\circ}21'40''$, and a chord length of 2.88 feet bearing $N33^{\circ}35'43''W$ and Northwesterly 140.33 feet on a curve to the left, said curve having a radius of 543.00 feet, a delta angle of $14^{\circ}48'25''$, and a chord length of 139.94 feet bearing $N40^{\circ}49'07''W$ to the point of beginning; said parcel containing 0.82 acre, more or less; said parcel subject to all easements and restrictions if any.

Court Innovations Inc. and SCAO Memorandum of Agreement

STATEMENT OF WORK No. 1

This Statement of Work (the “SOW”) is entered into in connection with and subject to the Memorandum of Agreement (“MOA”) between Court Innovations Inc. (“COURT INNOVATIONS”) and State Court Administrative Office (“SCAO”) dated _____ (the “MOA”). Capitalized terms not defined herein shall have the meaning set forth in the MOA.

Designated Court (“Court”):

Court Name: 14B District Court - Michigan **Effective Date:** _____
Address: 7200 Huron River Drive, Ypsilanti, MI 48197

Court Project Administrator:

Name: Mark Nelson Phone: 734-483-2330 ____
Address: 7200 S. Huron River Dr. Email: nelsonm@ewashtenaw.org
Ypsilanti, MI 48197

BACKGROUND

COURT INNOVATIONS will provide use and access to its Software to Courts allowing Offenders to monitor, mediate, adjudicate and resolve (or attempt to resolve) Cases through a guided review with the Court and the prosecutor/city attorney office or appropriate police agency. COURT INNOVATIONS will enter into a SOW agreement with the Court that will provide use and access to the Software. This SOW shall identify the Court that will be using the Software, the types of Cases subject to adjudication with the Software, required customization or special services, training and applicable fees. All required fees resulting from the performance of the work/services defined in this SOW will be invoiced to and are the responsibility of the Court. The Court understands and acknowledges that any transaction fee or set up fee charged by COURT INNOVATIONS shall be paid by the Court and no user fee, transaction fee, or other additional fee shall be charged to an online user to access the Software. The Court and COURT INNOVATIONS may enter into an agreement that varies from the model SOW in format or terms and conditions as long as the agreement is substantially in the form of the model SOW. Any terms in a non-standard SOW that conflict with a term in the model SOW or MOA are nugatory.

TERM

The initial term of this SOW shall commence on the Effective Date and shall terminate on December 31, 2016 (unless earlier terminated pursuant to the MOA). Fees provided for herein are fixed through December 31, 2016. If the MOA is extended or a new MOA is executed between SCAO and COURT INNOVATIONS before the expiration of this Statement of Work, the term of this Statement of Work will automatically renew for successive one-year periods unless either party provides written notice to the other party at least ninety (90) days prior to the expiration of the then current Term. Pricing for the Service and for subscriptions to use and access the Software during any additional Term shall be at COURT INNOVATION’s then current pricing or as otherwise agreed to between the Court and COURT INNOVATIONS (collectively, the “Parties”), but in no case may it exceed the price listed in the model

SOW. COURT INNOVATIONS will provide a listing of the current pricing levels to the Court at least 100 days prior to the start of any successive renewal period.

SOFTWARE SUBSCRIPTION

Subscription. Consistent with the terms of the MOA, Courts will subscribe to use of the Software for cases as identified in this Statement of Work.

Limited License. Subject to the terms and conditions of this Agreement, COURT INNOVATIONS hereby grants to the Court, a non-exclusive, non-transferable, non-assignable, license to access and perform the Software via the Internet for the sole purpose of allowing Courts and Online Users to monitor, mediate, resolve (or attempt to resolve) Cases and to perform other activities supported by the functionality of the Software (including administrative activities) (the "**Permitted Use**"). The license granted to the Court in this Statement of Work is terminable as provided in Section 11 of the MOA.

Passwords. Unless otherwise provided in the Statement of Work, the primary Administrator of a designated Court will set up individual usernames and passwords for each employee or consultant of the Court, as applicable, who needs access to administrative functionality of the Software. No shared or pooled accounts or passwords will be set up or used. The Court shall be responsible for all activity under a password and shall notify COURT INNOVATIONS of any password theft.

Online Users. Offenders and public Online Users of the Software shall have access only to the public features of the Software. Online Users who are designated by or supplied passwords by Courts shall have access to administrative functionality of the Software.

SCOPE AND USE OF INTELLECTUAL PROPERTY

Reservation of Rights are identified in the MOA.

Restrictions. The Court shall not (i) permit any third party to access the Software source code except as expressly permitted herein or in a Statement of Work, (ii) create derivative works based on the Software or Services, (iii) copy, frame or mirror any part or content of the Software or Services, (iv) reverse engineer the Software or Services, or (v) access or disclose the Software in order to (a) build a competitive product or service or assist in any way a competitor of COURT INNOVATIONS, or (b) copy any features, functions or graphics of the Software or Services.

Downloaded Code. Any software code or syntactically structured data, such as HyperText Markup Language (HTML), Extensible Markup Language (XML), JavaScript, SPARQL, REST or other similar code that executes in the Online User's browser, or cookies stored on and retrieved from the Online User's computer, that are downloaded or created on the Online User's computer are the proprietary intellectual property of COURT INNOVATIONS. The Court is hereby granted a restricted license to use such property only in conjunction with the Software.

Suggestions. COURT INNOVATIONS shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual, non-exclusive license to use or incorporate into the Services or Software, any suggestions, enhancement requests, help files, queries, recommendations or other feedback provided by Courts or Online Users relating to use and operation of the Software, all of which shall be owned exclusively by COURT INNOVATIONS.

RESPONSIBILITIES OF THE PARTIES

Responsibilities of the SCAO, COURT INNOVATIONS and the Court are identified in the MOA.

COURT INNOVATIONS' Software requires an interface to JDW for courts, prosecutors/city attorneys and police agencies to view litigants' Michigan case history and to locate litigants' cases. Pursuant to the MOA, SCAO will support Court Innovations' ongoing access to JDW on behalf of the Court. This software interface is not an additional charge to the Court.

In addition, the Court shall not (a) make the Software available to anyone other than Courts or Online Users, (b) sell, resell, rent, license or lease the Software or access to the Software, (c) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Software to store or transmit Malicious Software Code, (e) interfere with or disrupt the integrity or performance of the Software, (f) attempt to gain unauthorized access to the Software or related systems or networks, other than those areas specifically authorized for SCAO, Court and Online User access, (g) access the Software for purposes of monitoring performance or functionality, or for any other benchmarking or competitive purposes, or (h) remove or destroy any proprietary marks or legends including, but not limited to, patent, trademark and copyright notices placed upon or contained within the Software by COURT INNOVATIONS.

FEES

Subscription or Service Fees. The Court shall pay all fees, costs and expenses specified in a Statement of Work for all purchased Services and all Subscription Fees for use and access to the Software (collectively "*Fees*"). A schedule of subscription and service fees is below. Court Innovations agrees to charge a court no more than the stated fee for subscription or services. Except as otherwise specified herein or in a Statement of Work, (i) Fees are quoted and payable in United States dollars (ii) Fees are based on purchased Services and for use and access of the Software and not actual usage of the Software, (iii) payment obligations are non-cancelable and Fees paid are nonrefundable. Fees are based on periods that begin on the subscription start date as indicated on this Statement of Work for the Subscription Term.

Fees for use and access to the Software consist of initial per Court set up fees and fees based on the Court's actual volume of Transactions (described below). Additional fees for custom services may apply if listed below, or within a separate agreement.

Initial Setup Fees per Court

The Court shall pay an initial setup fee for use and access to the Software as defined in this SOW. Setup fees are based on the size of the court as determined by case types, the number of police agencies involved, and the number of stakeholder training sessions required ("Setup Fee Drivers"). Initial setup fees for the Court will be computed as set forth below. No initial setup fees will be charged for any Court with a Statement of Work effective date before June 15, 2015.

Court Class	Setup Fee Drivers	Initial Setup Fee
District Court 14B	1-2 case types, 1-2 police agencies, 1 training sessions	\$900.00

Subscription/Transaction Fees

The Court shall pay to COURT INNOVATIONS, Transaction fees based on use of the Software by its Online Users and associated Offenders. Transaction fees are separated into fees for Current (non-delinquent) Transactions and Outstanding (delinquent) Transactions with or without warrants. A “Transaction” means a single Case in which the Software is used by an Offender to attempt to resolve a Case.

Transaction Fee Schedule

Transaction Type	Fee per Transaction
Current Transaction	\$5.00

Professional Service and Customization Fees

COURT INNOVATIONS will provide additional professional software services or customization fees to the Court on a project-by-project basis. A description of the applicable services and the fees for such services shall be set forth below.

Training and Support

Initial training sessions as provided in the initial setup schedule above are included for Court and prosecutor/city attorney/police agency staff. Support via phone/email is available on business days Monday through Friday between 8:30am – 4:30pm ET, except for Court holidays. Should the Court require additional onsite training sessions beyond these included training sessions, COURT INNOVATIONS shall complete the requested training for a fee of \$750 per additional session. Court shall be invoiced for reasonable travel and accommodations costs for travel beyond 100 miles from Ann Arbor, Michigan for these additional training sessions. Request for reimbursement for travel and accommodation expenses shall be agreed upon in advance by both parties and supported by copies of receipts for all claimed expenses.

PAYMENT TERMS

Invoicing and Payment. The Court shall pay all invoices for the Services and Software thirty (30) days from invoice date.

Overdue Charges. If any Fees are not received from the Court by the due date, then at COURT INNOVATIONS’s discretion and as provided in this Statement of Work, (a) such charges may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) COURT INNOVATIONS may condition future subscription renewals and Statements of Work on payment terms shorter than those specified in Section Invoicing and Payment.

Suspension of Service and Acceleration. If any amount owing by the Court under this Agreement for Services or Software are thirty (30) or more days overdue, COURT INNOVATIONS may, without notice

and without limiting other rights and remedies, **suspend COURT INNOVATIONS Services or use or access to the Software until such amounts are paid in full.** If COURT INNOVATIONS takes such action at that juncture, all configuration information will remain intact and only the access to it by the Court and Online Users will be suspended.

Takedown of Court Account. If any amount owing by Court under this Agreement for COURT INNOVATIONS Services or Software is One Hundred Twenty (120) or more days overdue, COURT INNOVATIONS may, without limiting its other rights and remedies take down, or disable the Court's access to the Court's account, including all configuration information and data from COURT INNOVATIONS servers. Resetting and reconfiguring the account and application instance to recover operation of the Software and use after all outstanding fee balances are paid may incur a service charge.

Payment Disputes. COURT INNOVATIONS shall not exercise its rights under Section Overdue Charges or Suspension of Service and Acceleration if the applicable charges are under reasonable and good-faith dispute and the Court is cooperating diligently to resolve the dispute.

Taxes. Unless otherwise stated, COURT INNOVATIONS Fees are exclusive of taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). The Court is responsible for paying all Taxes associated with Court purchases hereunder. If COURT INNOVATIONS has the legal obligation to pay or collect Taxes for which the Court is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by the Court, unless the Court provides COURT INNOVATIONS with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, COURT INNOVATIONS is solely responsible for taxes assessable against it based on COURT INNOVATIONS income, property and employees.

Invoices will be sent to the Court at the following address:

Court Address: 14B District Court
7200 S Huron River Dr.
Ypsilanti, MI 48197

This Statement of Work is effective as of the Effective Date noted on the first page of this document.

Compilation of Data for Purposes of Evaluation:

During this phase of the project, Court Innovations and SCAO are committed to a substantive evaluation of this program. Each Court that agrees to the terms of the Statement of Work must use its best efforts to enable the collection of data necessitated by the MOA. In addition, the Court acknowledges that by entering into a SOW with COURT INNOVATIONS the Court may be required to provide data to SCAO as required by SCAO and as stated in the MOA.

Signature Page To Immediately Follow on Separate Page

SIGNATURE PAGE

Court Innovations Inc. and SCAO Memorandum of Agreement

STATEMENT OF WORK No. 1

The above Statement of Work is accepted and agreed to between Court Innovations Inc. and the Court signing below.

COURT INNOVATIONS INC.

Court – 14B District Court, Michigan

By: _____

By: *[Signature]*

Printed Name: _____

Printed Name: *Branda L. Stumbo / Kara Lovejoy Roe*

Title: _____

Title: *Supervisor / Clerk*

Date: _____

Date: *March 11, 2014*

RESOLUTION 2016-02
(In Reference to Ordinance 2016-457)

An ordinance amending the Charter Township of Ypsilanti Zoning Code Sign Ordinance No. 74

Whereas, the Township Planning Commission in February 2016, approved a proposed amendment to the Township's Zoning Code, Section 2109 "Signs" subsection 3b, footnote 4, regarding the content of temporary or permanent window signs; and

Whereas, the United States Supreme Court in Reed v Town of Gilbert Arizona, recently issued a decision prohibiting regulating sign content on the grounds that such regulations infringe on the 1st Amendment right to free speech; and

Whereas, the Township's current sign ordinance 2109(3)b footnote 4 contains a provision which limits the content of window signs to a company name or company logo; and

Whereas, proposed ordinance 2016-457 amends the sign ordinance 2109(3)b footnote 4 by deleting the provision restricting sign content to a company name or company logo;

Now Therefore,

Be it resolved, that Ordinance No. 2016-457 is hereby adopted by reference.

PROPOSED ORDINANCE NO. 2016-457

An ordinance amending the Charter Township of Ypsilanti Zoning Code Sign Ordinance No. 74

The Charter Township of Ypsilanti hereby ordains that Ordinance No. 74 known as the Zoning Code for the Charter Township be amended, as follows:

Sec 2109. Signs. Subsection 3.b. non-residential building – mounted signs. Footnote (4) which reads as follows shall be deleted:

(4) Temporary or permanent window signs shall be permitted to be installed on the inside of a building in a manner visible from the public way provided that such signs or graphics do not exceed two signs per window and further do not cover more than 20 percent of the window surface area. Window signs shall be limited to the company name and or logo occupying the given space. Signage shall not include the advertisement of products, services, or other non-company affiliated graphics. Hours of operation and street numbers are exempt from this requirement.

The following new provision is adopted:

Sec 2109. Signs. Subsection 3.b. non-residential building – mounted signs. Footnote (4):

(4) Temporary or permanent window signs shall be permitted to be installed on the inside of a building in a manner visible from the public way provided that such signs or graphics do not exceed two signs per window and further do not cover more than 20 percent of the window surface area. Hours of operation and street numbers are exempt from this requirement.

Severability

The various parts, sentences, paragraphs and clauses of this ordinance are severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected.

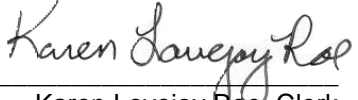
Publication

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

Effective date

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2016-457 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on March 15, 2016. The second reading is scheduled to be heard on April 19, 2016.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti



Sales Contact Information
SALAS; AUDREY
248-395-1775
ab526u@us.att.com

eSign Fax Cover Sheet Contract Id: 4730635

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

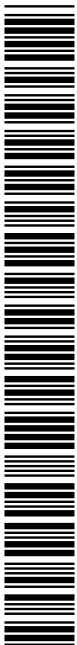
Total Pages: 6
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 4730635
 - II. All Pages stamped with Contract Id: 4730635
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1198497
Contract Id: 4730635



**AT&T INTRASTATE PRIVATE LINE DS1 SERVICE
METRO BLITZ OFFER
ILEC Service Agreement Provided Pursuant To Custom Rates and Terms**

Customer	AT&T
FORD LAKE DAM Street Address: 7200 S. Huron River Drive City: Ypsilanti State/Province: MI Zip Code: 48197-7007 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Brenda Stumbo Title: Township Supervisor Street Address: 7200 S. Huron River Drive City: Ypsilanti State/Province: MI Zip Code: 48197-7007 Country: USA Telephone: 734-481-0617 Fax: Email: Customer Account Number or Master Account Number: 734 R21-1069 765	Name: Audrey Salas Street Address: 16025 Northland Dr, Room FLR 3 City: Southfield State/Province: MI Zip Code: 48075 Country: USA Telephone: 248-205-0420 Fax: Email: ab526u@us.att.com Sales/Branch Manager: Corey Reed SCVP Name: Randy Taylor Sales Strata: Small Business Solutions Sales Region: North East <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Service Agreement ("Agreement") includes the attached Pricing Schedule and General Terms ("Pricing Schedule"), and incorporates the rates, terms and conditions in applicable Tariffs and/or Guidebooks (each a "Service Publication") identified in Section 1 of the Pricing Schedule.

Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Except when Service is used solely as transport for AT&T switched local or access service(s), Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes ten percent (10%) or less of the total traffic on any Service.

The Effective Date of this Service Agreement is the date signed by the last party, unless a later date is required by law or regulation.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Brenda Stumbo</i> Printed or Typed Name: Brenda Stumbo Title: Township Supervisor Date: <i>March 16, 2014</i>	By: _____ Printed or Typed Name: _____ Title: _____ Date: _____
<i>Karen Lovejoy Roe</i> Printed or Typed Name: Karen Lovejoy Roe Title: Clerk	

**AT&T INTRASTATE PRIVATE LINE DS1 SERVICE
METRO BLITZ OFFER
ILEC Service Agreement Provided Pursuant To Custom Rates and Terms**

Pricing Schedule and General Terms

1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION

Service	AT&T DS1 Service
----------------	------------------

Service Provider (Select one option, only.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 15 Section 3	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/in/index.html
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/mu/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, Part 15, Section 3	http://cpr.att.com/guidebook/wg/index.html

2. PRICING SCHEDULE TERM and EFFECTIVE DATES

Pricing Schedule Term ("Term")	(Select one) <input checked="" type="checkbox"/> 24 Months <input type="checkbox"/> 36 Months 24 Months (min. 24, max. 36 mos.)
Pricing Schedule Term Start Date	on the Effective Date
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Fee Applicable to Calculation of Early Termination Charges	Minimum Payment Period [#] per Service Component
All Service Components	50%	Until the end of the Pricing Schedule Term
[#] the minimum period for which Customer is required to pay recurring charges for the applicable Service component and is subject to early termination liability		

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METRO BLITZ OFFER
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4. CUSTOMER'S CURRENT ORDER

4.1 Order Type: (Select one)

<input type="checkbox"/> New install(s) Only (All Service Components under this Pricing Schedule are new installs.)
<input checked="" type="checkbox"/> Existing Service Included (Some or all Service Components under this Pricing Schedule already installed) If applicable, this Pricing Schedule supersedes and replaces in its entirety that certain agreement dated , , entitled .

4.2 Service Components, Quantities and Rates

Service Component (USOC)	Total Quantity for All Sites	Monthly Recurring Rate (MRR), per unit for Term selected above	Total Monthly Recurring Rate (Qty x MRR)	Non-recurring Charge
DS1 Local Distribution Channels (LDCs) (TZ4X1/2/3 - IN, MI, OH, WI)	4	\$ 120.00 - 24 to 35 mo.	\$480.00	\$0.00
DS1 Channel Mileage Termination, (applies only when interoffice mileage is applicable; 2 required per DS1) (CZ4X1/2/3 - IN, MI, OH, WI)	0	\$ [Select, if applicable]	\$0.00	\$0.00
DS1 Channel Mileage (per mile), if applicable (1YZX1/2/3 - IN, MI, OH, WI)	0	\$ [Select, if applicable]	\$0.00	\$0.00
Central Office Multiplexing	0	\$ [Select, if applicable]	\$0.00	\$0.00
Clear Channel Capacity	0	N/A	N/A	N/A
Total Charges for Service Components:			\$480.00	\$0.00
In the event that any total amounts conflict with any per-unit rates in the table above, the per-unit rates shall control. Orders for Service Components in excess of quantities listed above not permitted under this Pricing Schedule.				

4.3 Service Sites and Circuit Quantity.

For NEW SERVICE, complete the table below.

Complete a line for each pair of Locations A and Z being requested.

Number of Circuits	LOCATION A (street address and City)	LOCATION Z (street address and City, or CLLI if applicable)
1	2727 BRIDGE, YPSLNTI TWP, MI	2641 BRIDGE, YPSLNTI TWP, MI
1	2727 BRIDGE, YPSLNTI TWP, MI	50550 BEMIS, YPSLNTI TWP, MI
0		
0		
0		

(If additional locations apply, please attach on a separate page.)

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For EXISTING SERVICE, complete the table below.

Complete a line for each existing Circuit ID.

Existing Circuit ID	Existing Billing Account	Existing Circuit ID	Existing Billing Account
VMNA.12058.001.MB	734 R21-1069 765		
VMNA.12060.001.MB	734 R21-1069 765		

(If additional circuits apply, please attach on a separate page.)

5. GENERAL TERMS

a. Service Publications: AT&T may revise Tariffs and Guidebooks (collectively "Service Publications") at any time and may redirect the websites listed above. The order of priority of the documents is: this Service Agreement, then the applicable Service Publication; except Tariffs will be first wherever contract terms may not take precedence over inconsistent Tariff terms. This Agreement continues after the Pricing Schedule Term until Services no longer are provided, at which point the Agreement is terminated.

b. Services: AT&T will provide or arrange to have its affiliate provide Services to Customer, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and is responsible for their use of any Service.

c. Access: Customer will allow AT&T timely access or will at Customer's expense obtain timely access to property (other than public property) and to equipment reasonably required for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items reasonably required for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

d. Safe Environment: Customer will ensure that the location where AT&T installs, maintains or provides Services ("Site") is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters hazardous materials, AT&T may terminate any affected component of a Service ("Service Component") or suspend performance.

e. AT&T Equipment: Services may be provided using AT&T-owned equipment located at the Site ("AT&T Equipment"). Title to AT&T Equipment remains with AT&T. Customer must provide electric power for and keep all AT&T Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage (other than ordinary wear and tear) to all AT&T Equipment.

f. Pricing Schedule Term: Except as stated in the Pricing Schedule, the prices listed in this Service Agreement are stabilized for the Pricing Schedule Term and apply in lieu of the corresponding prices set forth in the applicable Service Publication, and no promotion, credit, discount or waiver set forth in a Service Publication applies. After the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement.

g. Taxes: Prices are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.

h. Billing, Payments, Deposits and MARC: Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Service Publication) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees at the lowest of 1.5% per month (18% per annum), the rate specified in the Service Publication or the maximum rate allowed by law. If the Pricing Schedule includes a Minimum Annual Revenue Commitment ("MARC") and Customer's MARC-Eligible recurring and usage charges (after deducting discounts and credits) in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

i. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend an affected

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METRO BLITZ OFFER
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Service or Service Component and, if the activity implicates the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice. AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

j. Termination Charges: If prior to Cutover Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination. Thereafter, if Customer terminates a Service Component for Customer's convenience or AT&T terminates a Service Component for cause, Customer must pay: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service Component multiplied by the months remaining in an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, and (ii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. If the Pricing Schedule includes a MARC and Customer terminates other than for cause or AT&T terminates for cause, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term. In addition, Customer may terminate an affected Service Component without incurring termination charges if (i) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (ii) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (iii) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of or changes to recovery fees, surcharges or taxes.

k. Limitations of liability and Disclaimers:

(1) AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. AT&T ALSO MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS). AT&T MAKES NO WARRANTY REGARDING: NETWORK SECURITY; ENCRYPTION EMPLOYED BY ANY SERVICE; INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED; THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION; OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T IS NOT LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

(2) AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

(3) These disclaimers and limitations will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

l. Infringement: AT&T agrees at its expense to defend and either to settle any claim against Customer, its corporate affiliates and its and their employees and directors or to pay all damages finally awarded against such parties if the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, except if the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties or combinations of the Service with any non-AT&T services or products; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T at its option may either procure the right for Customer to continue using the Service or may replace or modify the Service so that it is non-infringing or may terminate the Service without liability to Customer. Customer agrees at its expense to defend and either to settle any claim against AT&T, its affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties if: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions under (i)-(iv) of the preceding paragraph; or (ii) the claim alleges a breach by Customer, its affiliates or Users of a software license agreement governing software provided with the Services.

m. ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS

**AT&T INTRASTATE PRIVATE LINE DS1 SERVICE
METRO BLITZ OFFER
ILEC Service Agreement Provided Pursuant To Custom Rates and Terms**

AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS VOID.

n. General Provisions: This Agreement and any pricing or other proposals are confidential to AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether written or oral. This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

6. NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Service Agreement Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

<i>For AT&T internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	734 R21-1069 765
SDA Code:	<input checked="" type="checkbox"/> MB24 <input type="checkbox"/> MB36

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